

INDIAN AFFAIRS.

TESTIMONY

TAKEN BEFORE

THE COMMITTEE ON INDIAN AFFAIRS

CONCERNING

*The management of the Indian Department.*

APRIL 18, 1876.—Recommitted to the Committee on Indian Affairs and ordered to be printed.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., January 18, 1876.*

The committee met pursuant to adjournment. Present, the chairman, and Messrs. Wilshire, Boone, Sparks, Hooker, Morgan, Lane, Page, and Van Vorhes.

W. J. KOUNTZ sworn and examined.

By Mr. WILSHIRE:

Question. Before interrogating you I will read to you the preamble of the resolution of inquiry in pursuance of which you have been subpoenaed here:

"Whereas on the 27th day of March, 1875, the Department of the Interior, Office of Indian Affairs, solicited proposals for the transportation of Indian goods and supplies; and whereas, in pursuance thereof, a number of bids were made for such transportation; and whereas it is alleged that the contracts awarded were fraudulently procured, and that at prices far in excess of those proposed by other responsible bidders: Therefore,

*"Be it resolved," &c.*

Now, go on and state generally what you know in regard to that matter.—Answer. I have in my possession copies of bids that were put in at New York last spring for transportation of Indian supplies from New York and way-points on the Missouri River.

Q. Have you those copies with you?—A. I have a copy of my bid, and also copies of contracts made with other parties at a much higher price. I have had reasons communicated to me by a letter from Mr. Fisk why the contract was not awarded to me.

Q. Who is this Mr. Fisk?—A. Mr. Fisk is president of the Indian peace commissioners. I wrote to him about the irregularities that had been committed, and he acknowledged my letter, and said he would investigate the matter. I waited for some time to hear from Mr. Fisk. I again wrote to him, demanding some light on the subject. He wrote me again; but I suppose the best way would be to produce the letters. I proposed to place in your possession, gentlemen, all the letters that I have; and when I go home, I will send you copies of all the letters that I have written to the different Indian commissioners.

The following letters, addressed to the witness by Mr. Clinton B. Fisk, president of the Board of Indian Commissioners, were read by the clerk of the committee:

NEW YORK, N. Y., August 2, 1875. (Box 2581.)

DEAR SIR: I have received your favor of the 28th ultimo, and will give the matters to which you refer my immediate and best attention, and will further reply so soon as I can place my hands upon the facts.

Yours, truly,

CLINTON B. FISK, *Chairman*

W. J. KOUNTZ, Esq.,  
*President Kountz Line Steamers, Allegheny City, Pa.*

NEW YORK, August 5, 1875.

DEAR SIR: I have received your favor of the 3d instant, with inclosure, and thank you for the same.

I have not been able to obtain any facts from the Commissioner of Indian Affairs since the receipt of your former communication, as he is, with his invalid wife, in Massachusetts. So soon as he reports for duty, I will further communicate with you.

Yours, truly,

CLINTON B. FISK, *Chairman.*

W. J. KOUNTZ, Esq.,  
*President, Allegheny City, Pa.*

NEW YORK, September 3, 1875.

DEAR SIR: Your favor of the 30th ultimo reaches me here. The complaint made by yourself is in the hands of the purchasing-committee of the Board of Indian Commissioners, of which the Hon. E. A. Hayt, No. 6 New Church street, New York, is chairman.

I remember distinctly that when the bids for transportation were being considered, the question was asked about the reliability of the parties making the proposals. You remember that the great majority of the Board of Indian Commissioners were entirely new to the business, and they did not mean to consent to awarding a contract to any party who had been unfaithful heretofore in the fulfillment of like contracts. It was stated distinctly to us by those who had been in the Indian Department a long time that you had not been faithful, that you had utterly failed on several occasions to deliver according to contract, and that much of the scandal pertaining to the Indian service in the Northwest had grown out of your own neglect to perform what you had agreed to, and it was upon such a statement that I voted against awarding you any contract. I write you this plainly that you may understand the reason that governed me personally, as no act of mine in connection with the Indian service, or the reasons for such act, need be concealed from any persons living. I know that a majority of the Board of Indian Commissioners were led to vote against you by representations from the officers of the Department of the Interior, and I presume that they will not hesitate to give you their reasons for such representations, and were I in your place, occupying the position that you do, at the head of a great transportation line, I should certainly demand an investigation of these charges, and not undertake to settle such difficulties through the newspapers, by abusing gentlemen who have endeavored to discharge an unpleasant public duty in good faith.

You will find Mr. Hayt one of the "squarest" men you ever corresponded with, and I will guarantee that if any injustice has been done you or the Government in the matters of which you complain, he will find out that fact and correct it, and you may be assured of my most hearty co-operation in dragging to the surface any irregularity or fraud whatever in the Indian Bureau.

Yours, respectfully,

CLINTON B. FISK, *Chairman.*

W. J. KOUNTZ, Esq.,  
*Allegheny City, Pa.*

THE WITNESS. I will take occasion here to state that since I received that letter I have never heard anything about any of the irregularities being corrected, or of any effort made on the part of Mr. Fisk or of the purchasing-committee to have them rectified. The charges made against me of having been unfaithful in carrying out contracts there is not a word of truth in. I have never had a contract with the Government since the close of the war. I then had perhaps one or two boats chartered to the Government by the day; which was of course all in regular order. Since that time I have not had a contract with the Government. I have never failed to deliver squarely any Government property that was placed in my hands or the hands of any of my agents for the Government according to the contract, but, on the contrary, I have performed a great deal of Government service, and never up to this day has complaint been made, either directly or indirectly, until I find it appearing before the Indian commission last spring. So far as I know, (and I believe I am pretty well posted,) my agents, that is the men who have been agents for my different steamboat-lines, have put in the lowest proposals for transportation that have been before the Indian Department for the last four years. Last spring I made up my mind that I would go to Washington myself, and would put in a bid in every respect according to the regulations of the Indian commissioners, and then that if my bid was unceremoniously thrown out, I would ask Congress to find out what was the difficulty. That is the reason, gentlemen, why I am before you to-day. The proposals for last year can all be procured, I presume, from the Interior Department, and I hold in my hand the contract as furnished me by the Interior Department, under the administration, I presume, of B. R. Cowen. From early spring I was endeavoring to get a copy of these contracts, from the time that they were entered into, and I succeeded in getting one on the 30th of July last, and the other on the 22d of September. You will find in the contracts that one of them appears to have been entered into on June 1, 1875, with George W. Cass. He was then of the Northern Pacific Railroad. Here is one that appears to have been entered

into on May 13, 1875, with C. W. Woolworth. These are the copies of these contracts furnished me by the Interior Department. After an effort of several months, I procured copies of these contracts.

By Mr. LANE :

Q. Are they certified copies?—A. They were sent to me by Mr. Cowen. I presume that means that they are authentic.

By Mr. SPARKS :

Q. Those are the contracts entered into with other parties for this transportation for which you bid?—A. Yes, sir; from Sioux City. The contracts will show for themselves. Here is a copy of my bid; to the best of my knowledge it is a correct copy; it is one which I made myself; I have no doubt that the bid itself can be procured from the Interior Department; it should be in the Interior Department. This copy which I produce may vary in some slight particulars from the proposal put in; it may possibly be a cent or two per hundred pounds different in some points from the proposal as made, but I submit it as a correct copy, to the best of my knowledge.

By Mr. PAGE :

Q. What are the differences in amounts between your proposal and the others?—A. I will read the different proposals: From Sioux City to the Santee agency, my bid was 30 cents per hundred; the other, 35 cents per hundred. To the Yankton agency, my bid was 30 cents; the other, 40. To Fort Randall, my bid was 30 cents; the other, 60. To Crow Creek, my bid was 50 cents; the other, 80 cents. To Cheyenne, my bid was 70 cents; the other, \$1.10. To Standing Rock, my bid was 75 cents; the other, \$1.20. To Fort Berthold, my bid was \$1; the other, \$1.40. To Fort Peck, my bid was \$1.60; the other, \$2.

No bid was asked from New York, Philadelphia, and Baltimore to Sioux City. This bid of mine was made out strictly in accordance with the circular. In the advertisement there was nothing specified, only that there would be bids received; they did not say what for, or anything of that kind; and the consequence was I had to send a man expressly to Washington, to the Interior Department, to procure one of those circulars, whereby we should be enabled to bid understandingly.

By Mr. WILSHIRE :

Q. Have you a copy of that circular?—A. I presume I have, at home.

By Mr. LANE :

Q. Have you a copy of the advertisement?—A. No; I have not.

Q. Did it not detail the points to which the goods were to be transported?—A. No, sir; it simply said that there would be bids received for transportation on the Missouri River, &c.

Q. Will you take your pencil and check off the points that are identical in distance, but different in name?—A. When I go home I will write out for this committee a full, detailed statement of the whole matter, with copies of the different letters that I have written to and received from the Indian commissioners.

Mr. WILSHIRE. We must have that statement sworn to before a proper officer.

The WITNESS. Certainly.

By the CHAIRMAN :

Q. If there was nothing specified in the advertisement, where did you get these points on which you made your bids?—A. There was a printed circular.

Q. Was that circular published in the newspapers?—A. No, sir; there was in the newspapers simply a notice that bids would be received for transportation. The advertisement did not state that persons could get circulars showing how to bid.

By Mr. WILSHIRE :

Q. You have already stated that the circular to which you referred simply announced the fact that bids would be received for transportation on the Missouri River.—A. No, sir; you misunderstood me. I said that the advertisement in the newspapers simply stated that.

Q. Then it was that newspaper publication that called your attention to the matter, was it?—A. Yes, sir.

Q. Did that newspaper publication indicate where information could be obtained as to what the transportation was to be?—A. My impression is that it did not.

Q. You do not know the fact?—A. My impression is that it did not.

Q. Then how did you come to ascertain?—A. By sending an agent from Allegheny City to the Indian Department here.

Q. What information did that agent obtain for you?—A. I cannot state that, of my own knowledge. I can only state what he told me.

Q. Was it verbal information, or was he supplied there with circulars?—A. My agent, when he returned home, told me that the party—

Q. I want to know just what kind of information he got. Was it verbal, or was it a printed circular?—A. It was a printed circular.

Q. Did that circular indicate between what points the transportation was to be furnished?—A. Yes, sir; and this proposal for transportation that I hold in my hand was made out in strict conformity with that circular. As we are on that subject, I will go a little further and state that, to the best of my knowledge, there was no bid made in Washington in strict conformity with the printed circular save the bid that I put in.

Q. Have you ever seen the other bids?—A. I have, sir; I heard them read.

By Mr. PAGE:

Q. Will you please state your occupation?—A. I am president of a street-railroad; that is one of my occupations. I also own more steamboat-stock than any man in the western country. To attend to that is one of my occupations.

Q. You are engaged in railroading, I understand?—A. I am engaged in banking, and in a number of other branches of business.

Q. This resolution here recites that on the 25th of March, 1875, the Department of the Interior solicited proposals for the transportation of Indian goods and supplies, and that it is alleged that the contracts awarded were fraudulently procured at prices far in excess of those proposed by other responsible bidders. Now, do you know, of your own knowledge, that any of those contracts were fraudulently obtained?—A. Fraudulently?

Q. Yes.—A. Not to my own knowledge. I don't know anything at all about the inside of the Indian ring.

Q. Your proposal, you say, was made under the public advertisement of the Indian Department to receive bids, at such a time, for the transportation of Indian supplies to certain points.—A. My proposal was made in compliance with the circular.

Q. And in that circular the different points from which and to which the goods were to be transported were stated?—A. Yes, sir.

Q. And you say that your bid was in compliance with the printed circular that you obtained?—A. Yes, sir.

Q. And the other bids were not in compliance with it?—A. Not strictly in compliance. There were what I would call irregularities. There was nothing, however, understand, that would have made it other than entirely proper for a Government officer to have accepted the bids, and worked under them, had they been the lowest bids. Where the fraud came in I cannot tell; but when a man, according to General Fisk's letter, got up before the board and stated that I had been unfaithful in carrying out my contracts, that was a fraud.

Q. I judge from the letter read here a few minutes ago that such charges were made against you, and I understand that you emphatically deny that you have held any contract for the Government since the war.—A. I never had a contract for the Government since the war.

By Mr. BOONE:

Q. Have you any information as to who has brought those charges against you—whether it was the parties who got the contracts or parties in their interest?—A. I have no positive information. I demanded the information of Mr. Fisk and of Mr. Hoyt, who, Mr. Fisk says, is a square man, and of a number of other gentlemen composing that board of Christian Indian commissioners, but not one of them would reveal the names of the party or parties who had traduced me. I think I have one of Mr. Hoyt's letters here, in which he says that when they should be called upon before a committee of investigation they would there and then state who had made these charges.

Q. You have no positive information yourself as to who it was?—A. No, sir. They do business with closed doors.

By Mr. PAGE:

Q. Was there anything in this printed circular that you obtained from the Department, or in the advertisement, soliciting bids for transportation from New York, Philadelphia, and Baltimore?—A. I believe there was, sir.

Q. Your bid, then, according to that, does not contain any proposal for the transportation of goods from New York, Philadelphia, and Baltimore?—A. Yes, sir.

Q. It does?—A. Every point that the circular asked for bids from and to is in this proposal.

Q. I merely inquire whether, in the printed circular referred to by you a few moments ago, there was an invitation for bids for transportation from New York, Philadelphia, and Baltimore.—A. To the best of my knowledge, there was.

Q. Now, I ask you if you have, in your proposal which you have just submitted, any bid for the transportation of goods from New York, Philadelphia, and Baltimore.—A. I have, but perhaps not to Sioux City; it may not have been asked for to Sioux City, because Sioux City was not a stopping-point for Indian goods. The proposal is from New York to the Santee agency and other Indian posts in the West.

By Mr. LANE:

Q. Did the conditions of the circular, in accordance with which you made your bid, require the execution of a bond for the faithful performance of the contract?—A. Yes, sir.

Q. Were you prepared to furnish the required bond?—A. I was, sir.

Q. With approved securities?—A. Yes, sir.

Q. Do you feel at liberty to name any person who would have gone upon that bond?—A. Yes, sir; I could name a great many persons.

Q. I wish simply to ascertain the fact whether your bond was good.—A. Well, I will satisfy you on that subject in one moment, by showing you a letter. I will first explain that they required a check of a depository; a national-bank check was not regarded as good—that is, it would not have been good from me, but it was good from men belonging to the Indian ring. I speak of what I know. I was told that it was necessary to have a check of a depository—told either by Mr. Smith or Mr. Cowan. I had a check of a depository; that check was deposited with my bid; hence there could be no doubt as to my capability. I may state further, for the information of the committee on this point, that it was necessary for me last year to make oath as a bondsman for city deposits in a bank that I was an officer of, that I was worth \$400,000. I could do that without stultifying myself. Hence this committee can very readily understand that I could procure a bond to carry out a contract (where there was really no risk) to the amount of \$40,000, or \$50,000, or \$100,000. My bond has been accepted by the Government on many occasions for \$100,000.

Q. It was not indicated to you, then, that your bid was rejected because of the insufficiency of any bond that you presented or might present?—A. No, sir.

Q. Did the Department reserve the right to reject any and all bids in that advertisement, or the circular upon which you made your bid?—A. I cannot say that. I have never made any complaint of their claiming the right to reject all bids, but I do make complaint on the ground that they have no right to reject a good, responsible bid, and give the contract to another man at 100 per cent. higher prices.

By Mr. WILSHIRE, (handing witness a letter:)

Examine that letter, and state if it is your letter.—A. That is my signature.

The clerk read the letter, as follows:

ALLEGHENY CITY, PA., December 22, 1875.

DEAR SIR: On the 27th of April last, agreeably to a circular, "Proposals for the transportation of Indian goods and supplies," dated "Department of the Interior, Office of Indian Affairs, March 27, 1875," I put in a bid at New York, which in every particular complied with said circular for the Indian transportation, which was the lowest bid put in, but was not awarded the contract. The contract was awarded, however, to C. D. Woolworth at a much higher price than the rates contained in my bid.

My object in bringing this matter to your notice is that you will please ask for an investigation of this matter, as the Government has been mulcted of a large sum of money, and great injustice has been done to me, and I stand ready to come forward at any time and make good the charge made, that the Government has been defrauded out of a large sum of money.

Below you will find a comparative statement of the rates at which the contract was made with C. D. Woolworth, a man who did not own a steamboat in the world, and the rates contained in my proposal for the same service, and it is useless for me to say to you that I was better prepared to carry out this contract than any steamboat-owner on the western rivers.

You will see by the comparative statement that the difference between my proposal and Woolworth's contract is large, and certainly ought to convince any one that gross injustice has been done.

Statement.

| W. J. Kountz's proposal.               | C. D. Woolworth's contract.            | Difference in favor of W. J. Kountz. |
|--|--|--------------------------------------|
| From Sioux City to—                    | From Sioux City to—                    |                                      |
| Santee agency ..... \$0 30 per 100     | Santee agency ..... \$0 35 per 100     | \$0 5 per 100                        |
| Ponca agency ..... 30 per 100          | Ponca agency ..... 40 per 100          | 10 per 100                           |
| Yankton agency ..... 30 per 100        | Yankton agency ..... 50 per 100        | 20 per 100                           |
| Fort Randall agency ..... 30 per 100   | Fort Randall ..... 60 per 100          | 30 per 100                           |
| Brulé agency ..... 50 per 100          | Brulé agency ..... 80 per 100          | 30 per 100                           |
| Cheyenne agency ..... 70 per 100       | Cheyenne agency ..... 1 10 per 100     | 40 per 100                           |
| Standing Rock ..... 75 per 100         | Standing Rock ..... 1 20 per 100       | 45 per 100                           |
| Fort Berthold ..... 1 00 per 100       | Fort Berthold ..... 1 40 per 100       | 40 per 100                           |
| Fort Peck ..... 1 40 per 100           | Fort Peck ..... 2 00 per 100           | 60 per 100                           |
| From New York to—                      | From New York to—                      |                                      |
| Sioux City ..... 69 per 100            | Sioux City ..... 80 per 100            | 11 per 100                           |
| Santee agency ..... 95 per 100         | Santee agency ..... 1 15 per 100       | 20 per 100                           |
| Ponca agency ..... 1 05 per 100        | Ponca agency ..... 1 20 per 100        | 15 per 100                           |
| Yankton agency ..... 1 05 per 100      | Yankton agency ..... 1 30 per 100      | 25 per 100                           |
| Crow agency, Mont. .... 4 72 per 100   | Crow agency, Mont. .... 6 05 per 100   | 1 33 per 100                         |
| Blackfeet agency ..... 3 15 per 100    | Blackfeet agency ..... 4 55 per 100    | 1 40 per 100                         |
| Fort Belknap agency ..... 3 22 per 100 | Fort Belknap agency ..... 4 55 per 100 | 1 33 per 100                         |

I also proposed to transport the Indian goods and supplies from New York to Spotted Tail agency at \$3.49 per 100 pounds, and I have every reason to believe a contract was made with D. J. McCann—

The WITNESS. Let me explain just here, gentlemen. That is only a surmise of mine, that Mr. McCann got a much higher price for hauling those goods. I got it verbally, and the records ought to show it.

Q. You say here that you have every reason to believe that the fact was so.—A. Well, I say my impression is that he got a much larger price for hauling the goods from Fort Randall, or wherever they were taken from, than I agreed to take them for from New York. I do not know the fact, but the records will show; you have it in your power to get at the facts.

The clerk read the remainder of the letter, as follows :

to transport these goods from Fort Randall to Spotted Tail agency at a higher figure than my proposal from New York, and by adding C. D. Woolworth's rate; 80 cents per 100 from New York to Sioux City, and 60 cents per 100 from Sioux City to Fort Randall, where the supplies leave the Missouri River for Spotted Tail agency, will show \$1.40 per 100, which is to be added to McCann's rate. A thorough investigation of the transportation-contracts, as let at New York last April, will show that large frauds have been committed upon the Government, and permit me to say that the facts can all be arrived at by calling upon the returns office, Department of the Interior, for copies of all the bids and contracts made for the transportation of Indian goods and supplies.

The contract made with Geo. W. Cass, receiver of the Northern Pacific Railroad, for the transportation of Indian goods and supplies was at much higher figures than my bid for the same service.

By giving this matter your personal attention you will very much oblige me, and perhaps prevent the Government from being further defrauded, as the contracts of C. D. Woolworth and others run until June 30, 1876.

Yours, truly,

W. J. KOUNTZ.

Hon. ALEX. C. COCHRANE,  
*House of Representatives, Washington City, D. C.*

By Mr. SPARKS :

Q. That letter is true, is it, with the explanation you have given here?—A. Yes, sir. Now, I was asked a little while ago as to the sufficiency of my bond. I will here ask the committee to read this letter.

The clerk read the letter, as follows :

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., May 28, 1875.*

SIR: Your proposal for transportation not having been accepted, I return herewith check No. , on depository of the United States at Pittsburgh, for five thousand dollars, the same having been deposited with your bid in accordance with advertisement of the Indian Office, March 27, 1875.

Please sign and return the inclosed receipt.

Very respectfully, your obedient servant,

EDW. P. SMITH,  
*Commissioner.*

W. J. KOUNTZ, Esq.,  
*Allegheny City, Pa.*

Mr. Page offered the following resolution; which was unanimously adopted :

"Resolved, That the chairman of this committee be requested to instruct, by letter, the Commissioner of Indian Affairs to transmit to this committee, for the purpose of this investigation, in accordance with the resolution of the House of January 14, 1876, all papers, circulars, bids, advertisements, letters, or correspondence of any character whatever, in relation to the subject-matter contained in said resolution, as to whether, under the advertisement of March, 1875, for bids for transportation and furnishing of Indian supplies, any bids were rejected; and, if so, upon what information; with the names of the parties giving such information."

By Mr. SPARKS :

Q. Have you a copy of the advertisement, as published in the newspapers, which directed your attention first to this matter?—A. I have not with me; I may have at home; I cannot tell.

Q. Have you a copy of the circular that you procured from the Interior Department?—A. I don't know; I did have, and I may have it at home.

The witness submitted the following letter; which was read:

NEW YORK, *September 16, 1875.*

DEAR SIR: Your letter of the 11th instant was duly received. Your letter of July 31 was referred by the Department to me, as chairman of the purchasing committee, and I made the indorsement of August 10, 1875, as quoted by you.

When this board met here on the 27th of April last, it was unanimously determined not to consider any bid that did not fully comply with the terms of the advertisement, nor to consider the proposals of any bidder who had failed to fulfill satisfactorily any previous contract with the Government. You will notice that this was not confined to the Department of the Interior. When your proposal was read, a gentleman present stated as of his own knowledge, that you had failed to perform a contract with the War Department to its satisfaction. On this statement, your proposal was laid aside, and was not referred to subsequently.

I do not feel at liberty at present time to give you the name of the gentleman on whose information we acted. Whenever you institute any proceeding, and call any member of this board to the witness-stand, you could get at the subject of your inquiry by a proper method, or you can present the matter in person to this board at its regular meeting, in Washington, in November next.

You will please be assured there is no disposition on my part to throw a straw in the way of any investigation you may think proper to make. If the information on which we acted should prove to be erroneous, I should like to be advised of the fact.

Very respectfully, yours,

E. A. HOYT,  
*Chairman Purchasing Committee.*

W. J. KOUNTZ, Esq.

By Mr. MORGAN:

Q. Did you ever have trouble with the War Department arising out of a contract with that Department? If so, state it.—A. Never, sir; not in the slightest.

By Mr. WILSHIRE:

Q. Did you, or any steamboat-line of which you had ownership or control, ever have any contracts with the Northern Railroad Company?—A. Yes, sir.

Q. Did you ever have any difficulty in regard to contracts?—A. Not specially. I had a contract with them to carry their freight for one year, and I did it as well as any man on earth could have done under the circumstances.

Q. To their satisfaction?—A. No, sir; not to their satisfaction, nor to my own either.

By the CHAIRMAN:

Q. Had you been accepted as a contractor, what would have been your duties in receiving and delivering goods, and what would have been your chance to have committed frauds upon the Government?—A. That is just exactly owing to what chance I might have seen fit to exercise. I could have delivered the goods honestly and faithfully, or I might have stolen one-half of the goods and delivered the other half, and got receipts for all.

Q. You would have had an opportunity of committing frauds?—A. All men transporting goods on the Missouri River have that opportunity beyond a doubt. To make my meaning plain, however, I shall say, further, that there is no opportunity whatever of defrauding the Government to the fractional part of one cent, unless the parties transporting enter into a partnership with the Indian agents at the delivery-posts and divide the spoils. That is the only way that a thing of that kind could be done.

By Mr. WILSHIRE:

Q. The only way in which it could be done without detection?—A. Without detection.

By Mr. BOONE:

Q. I suppose that when the goods are delivered to you, there is a copy of the list retained, which goes into the hands of the receiving agent?—A. Yes, sir.

Q. But there is no chance for you to misdeliver the goods without being detected, unless you form a partnership with the agent?—A. Certainly not.

By Mr. HOOKER:

Q. If you have any facts within your knowledge going to show that there was any collusion between the Indian Department and the persons making these bids and accepting them, I think that would be competent for you to state here.—A. I know of no collusion.

*Documents appended to testimony of W. J. Kountz.*

I, J. W. Kountz, of Allegheny City, State of Pennsylvania, propose to transport the Indian goods and supplies, in conformity with the circular "Proposals for transportation of Indian goods and supplies," dated "Department of the Interior, Office of Indian Affairs, March 27, 1875," from July 1, 1875, to June 30, 1876, as follows:

## INDIAN AFFAIRS.

## FROM NEW YORK.

|                                | Per 100 pounds. |
|--------------------------------|-----------------|
| To Santee agency, Nebr.....    | \$0 95          |
| To Yankton agency, Dak.....    | 1 05            |
| To Ponca agency, Dak.....      | 1 05            |
| To Fort Randall, Dak.....      | 1 05            |
| To Crow Creek, Dak.....        | 1 30            |
| To Standing Rock, Dak.....     | 1 27            |
| To Fort Berthold, Dak.....     | 1 27            |
| To Spotted Tail, Dak.....      | 3 47            |
| To Crow agency, Mont.....      | 4 72            |
| To Blackfeet agency, Mont..... | 3 15            |
| To Belknap agency, Mont.....   | 3 22            |
| To Peck agency, Mont.....      | 2 06            |

## FROM PHILADELPHIA.

|                                | Per 100 pounds. |
|--------------------------------|-----------------|
| To Santee agency, Nebr.....    | \$1 02          |
| To Yankton agency, Dak.....    | 1 02            |
| To Ponca agency, Dak.....      | 1 08            |
| To Fort Randall, Dak.....      | 1 08            |
| To Crow Creek, Dak.....        | 1 33            |
| To Standing Rock, Dak.....     | 1 27            |
| To Fort Berthold, Dak.....     | 1 27            |
| To Spotted Tail, Dak.....      | 3 48            |
| To Crow agency, Mont.....      | 4 72            |
| To Blackfeet agency, Mont..... | 3 15            |
| To Fort Belknap, Mont.....     | 3 22            |
| To Fort Peck, Mont.....        | 2 06            |

## FROM SAINT PAUL.

|                                   | Per 100 pounds. |
|-----------------------------------|-----------------|
| To Santee agency, Nebr.....       | \$0 55          |
| To Yankton agency, Dak.....       | 55              |
| To Ponca agency, Dak.....         | 55              |
| To Fort Randall agency, Dak.....  | 55              |
| To Crow Creek agency, Dak.....    | 85              |
| To Standing Rock agency, Dak..... | 95              |
| To Fort Berthold, Dak.....        | 1 00            |
| To Spotted Tail, Dak.....         | 3 05            |
| To Crow agency, Mont.....         | 4 50            |
| To Blackfeet agency, Mont.....    | 2 95            |
| To Fort Belknap, Mont.....        | 3 00            |
| To Fort Peck, Mont.....           | 1 60            |

## FROM SIOUX CITY, IOWA.

|                                   | Per 100 pounds. |
|-----------------------------------|-----------------|
| To Santee agency, Nebr.....       | \$0 30          |
| To Yankton agency, Dak.....       | 30              |
| To Ponca agency, Dak.....         | 30              |
| To Fort Randall agency, Dak.....  | 30              |
| To Crow Creek agency, Dak.....    | 50              |
| To Standing Rock agency, Dak..... | 75              |
| To Fort Berthold agency, Dak..... | 1 00            |
| To Spotted Tail agency, Dak.....  | 2 90            |
| To Crow agency, Mont.....         | 4 55            |
| To Fort Belknap agency, Mont..... | 3 00            |
| To Blackfeet agency, Mont.....    | 2 15            |
| To Fort Peck agency, Mont.....    | 1 40            |

## FROM CHICAGO, ILL.

|                                   | Per 100 pounds. |
|-----------------------------------|-----------------|
| To Santee agency, Nebr.....       | \$0 65          |
| To Yankton agency, Dak.....       | 65              |
| To Ponca agency, Dak.....         | 65              |
| To Fort Randall agency, Dak.....  | 65              |
| To Crow Creek agency, Dak.....    | 1 00            |
| To Standing Rock agency, Dak..... | 1 20            |
| To Fort Berthold agency, Dak..... | 1 20            |
| To Spotted Tail agency, Dak.....  | 3 20            |



|                                   |        |
|-----------------------------------|--------|
| To Crow agency, Mont.....         | \$4 70 |
| To Blackfeet agency, Mont.....    | 3 20   |
| To Fort Belknap agency, Mont..... | 3 20   |
| To Fort Peck agency, Mont.....    | 1 85   |

## FROM SIOUX CITY, IOWA, MISSOURI RIVER.

|                                   | Per 100 pounds. |
|-----------------------------------|-----------------|
| To Santee agency, Nebr.....       | \$0 30          |
| To Yankton agency, Dak.....       | 30              |
| To Ponca agency, Dak.....         | 30              |
| To Fort Randall agency, Dak.....  | 30              |
| To Crow Creek agency, Dak.....    | 50              |
| To Big Cheyenne agency, Dak.....  | 70              |
| To Standing Rock agency, Dak..... | 75              |
| To Fort Berthold agency, Dak..... | 1 00            |
| To Fort Buford, Dak.....          | 1 25            |
| To Fort Peck, Mont.....           | 1 60            |
| To Carroll, Mont.....             | 1 70            |
| To Fort Benton, Mont.....         | 2 03            |

|  | Per 100 pounds. |
|--|-----------------|
| From New York to Sioux City, Iowa.....     | \$0 69          |
| From Philadelphia to Sioux City, Iowa..... | 71              |

I herewith deposit Thos. Steele's check for \$5,000 as guarantee, United States depository at Pittsburgh, Pa., bearing date of April 24, 1875, to the order of the Commissioner of Indian Affairs.

My place of business is Allegheny City, Pa. Post-office address, Allegheny City, Pa. New York reference, Kountze Bros., bankers, Wall street.

W. J. KOUNTZ.

A true copy.

ALLEGHENY, PA., May 11, 1875.

DEAR SIR: I do hereby enter my protest against the awards made by the Commissioner of Indian Affairs at New York, for the transportation of Indian goods and supplies from New York, Philadelphia, Chicago, Sioux City, Saint Paul to Santee agency, Nebr., Yankton, Ponca, Fort Randall, Crow Creek, Standing Rock, Fort Berthold, Red Cloud, and Spotted Tail agencies, Dakota, and to the Crow, Blackfeet, Fort Belknap, and Fort Peck agencies, Montana. I knowing positively that the awards were not made to the lowest and best bidders; and that bids, according to the reading of the awards made at New York, May 6, 1875, had been changed from what they were at the reading of the bids on the 28th of April last, so as to show that C. D. Woolworth, a partner of S. B. Coulson, who bid in Coulson's interest, had in the lowest bid, or in other words showing his bid (Woolworth's) to be from 35 cents to \$2 per 100 pounds, which was read at the opening from 35 cents to \$2.75 per 100 pounds.

I therefore respectfully request that the awards be changed, and that I, who was the lowest and best bidder, receive justice at your hands.

Yours, very respectfully,

W. J. KOUNTZ.

Hon. C. DELANO,  
Secretary of the Interior, Washington City, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., May 14, 1875.

SIR: I have the honor to acknowledge the receipt, by reference from you, with directions for report of a letter dated "Allegheny City, Pa., May 11, 1875," from W. J. Kountz, protesting against the recent awards made for transportation for the ensuing year for this Bureau; and, in reply, have to state that the bids for transportation, offered in answer to advertisement of March 27, 1875, were opened and considered by the Board of Indian Commissioners in full session, in connection with the committee representing your department, consisting of Hon. B. R. Cowen, Assistant Secretary of the Interior, and Dr. R. Joseph, disbursing-officer of the Department. The parties bidding in competition with Mr. Kountz for transportation from eastern cities, and from Sioux City to agencies on the Missouri River and in Montana, were General Cass, receiver for the Northern Pacific Railroad, C. D. Woolworth, and James E. Dwight. After full consideration of the rates offered, and the facilities known to be possessed by the parties bidding for performing the service required, and the relation of the parties to the Government on account of services heretofore rendered or offered, by unanimous vote of the Board of Indian Commissioners and the committee representing the Department, the award was given to General Cass, rep-

representing the Northern Pacific Railroad, for transportation to all points on the Missouri River for which he bid; and to C. D. Woolworth for remaining points on the Missouri River and for agencies in Montana. Mr. Kountz states that while Mr. Woolworth's bid was over the range of from 35 cents to \$2.75 per hundred pounds, the award, as read, was from 35 cents to \$2 per hundred.

Relative to this alleged discrepancy—caused, as Mr. Kountz states, by a change in the award—I have to state that Mr. Woolworth's bid for transportation from Sioux City to points above Fort Peck, ranged from 35 cents to \$2.75, and was so read at the opening of the bid. When the awards were made it was found that no transportation service was required above Fort Peck, for which point the rates from Sioux City in Mr. Woolworth's bids were \$2; therefore the range of the award was from 35 cents to \$2, instead of from 35 cents to \$2.75, because the award did not cover all the agencies bid for; but no change whatever has been made, nor is there in fact any discrepancy.

The letter of Mr. Kountz is returned herewith.

Very respectfully, your obedient servant,

EDW. P. SMITH, *Commissioner*.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., May 15, 1875.*

SIR: For your information, and in reply to your letter of the 11th instant, left at the Department by Col. John H. Stewart, protesting against the awards for transportation of Indian goods, I transmit herewith a copy of a report of the Commissioner of Indian Affairs, dated the 14th instant, to whom your letter was referred.

Very respectfully, your obedient servant,

C. DELANO, *Secretary*.

W. J. KOUNTZ, Esq.,  
*Allegheny, Pa.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., May 28, 1875.*

SIR: I have to advise you that your proposals of the 27th ultimo have been accepted, and inclose herewith a blank contract and bond for the transportation of Indian goods and supplies, which you will please execute and return to this Office at your earliest convenience.

Very respectfully, your obedient servant,

EDW. P. SMITH, *Commissioner*.

G. W. CASS, Esq.,  
*Receiver N. P. R. R. Co., New York City.*

(Telegram.)

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., July 15, 1875.*

G. W. CASS, *Receiver Northern Pacific Railroad Company, New York City:*

Your contract and bond has not been received at this Office. Please forward immediately.

EDW. P. SMITH, *Commissioner*.

*Charge Indian Office.*—COMMISSIONER.

(Telegram)

NEW YORK, *July 15, 1875.*

Hon. E. P. SMITH, *Commissioner of Indian Affairs, Washington, D. C.:*

Will be forwarded so soon as confirmation by court can be obtained.

G. W. CASS.—

ALLEGHENY CITY, PA.,  
*July 24, 1875.*

DEAR SIR: Please send me copies of the contracts made with G. W. Cass, receiver, and Charles D. Woolworth, for transportation of Indian supplies and annuity goods, made in 1875.

Yours, respectfully,

W. J. KOUNTZ.

Hon. C. DELANO,  
*Secretary of the Interior, Washington City, D. C.*

ALLEGHENY CITY, PA., *July 28, 1875.*

DEAR SIR: I will call your attention to the fact that I wrote you on the 24th instant,

asking for copies of the contracts made with G. W. Cass, receiver, and C. D. Woolworth for transportation of Indian goods and supplies made in 1875.

As I have no doubt you are aware that I was the lowest and best bidder for transportation, it is certainly nothing but right that I should ascertain through your Department what rate the Government is paying, and why I, the lowest and best bidder, was ignored.

Yours, respectfully,

W. J. KOUNTZ.

Hon. C. DELANO,  
*Secretary of the Interior, Washington, D. C.*

ALLEGHENY CITY, PA., August 2, 1875.

DEAR SIR: Your letter, with copy of contract made with C. D. Woolworth, of the 30th ultimo, has been received, in which you state that contract made with G. W. Cass, receiver Northern Pacific Railroad, has not been returned to your Department. Is it not an extraordinary proceeding for a Department of the importance of yours, to throw out the bid of a responsible party, and ship goods by an irresponsible party without having a contract signed? Mr. Cass individually is responsible; as receiver is not.

Now, Mr. Delano, I intend that this thing shall be sifted to the bottom, as I remarked in my former letter that I know that I was the lowest and best bidder, and I do not intend that any dishonest men in your Department, or out of it, shall defraud the Government if I know it, without your being put in possession of the facts.

There has been a great deal said about "dissatisfied contractors." Now, sir, I take the position that the man who puts in the lowest and best bid for doing any work for the Government, and such a bid is thrown out, he has a right to be dissatisfied, and the scoundrels who throw the bid out should be brought to justice.

Respectfully, yours,

W. J. KOUNTZ.

Hon. C. DELANO,  
*Secretary of the Interior, Washington City, D. C.*

ALLEGHENY, PA., May 27, 1875.

DEAR SIR: I most respectfully urge that you inform me, if you will take the "bull by the horns," and interfere and do me justice relative to the contract for the transportation of Indian supplies, as per my bid read at New York, April 28, 1875, which was the lowest and best bid for the Government beyond any per a dventure, and it was there and then conceded, by even the parties bidding against me, that my bid was very much the lowest.

Now, sir, I demand prompt action in this matter. You promised Colonel Stewart that I should have justice. I ask nothing more, and this I will have if there is any law in the land to give it me.

Yours, respectfully,

W. J. KOUNTZ.

Hon. C. DELANO,  
*Secretary of the Interior, Washington City, D. C.*

ALLEGHENY CITY, PA., July 31, 1875.

DEAR SIR: I put in a bid at New York, in April last, for the transportation of Indian goods and supplies. My bid was put in, in every respect, in accordance with the circular that I received inviting proposals for transportation, accompanied by a certified check for \$5,000. I know that my proposal was the lowest and best for the Government.

I own more steamboat stock than any other person in the Northwest and Southwest. I have never failed to carry out to the letter any contract that I ever made, and in the face of all this my proposal was thrown out without giving me any reason why, and up to this time I am in ignorance, so far as the Government officials are concerned, why they pursued such a course.

After sufficient time had elapsed for the commission to have made a decision in New York, I sent Colonel Stewart to Washington to see you. He first saw General Cowen, who grossly, and no doubt intentionally, insulted him, as he informed me. He then called upon you, and was treated in a gentlemanly manner. He told you that injustice had been done in making the awards in New York, and he informed me, upon his return here, that you had pledged yourself to him that you would investigate the matter, and that I should have justice. Now, sir, I have only to say that that pledge has not been kept.

Now, there appears to be an investigation going on, and I charge that great frauds have been practiced in the making of contracts for the carrying of Indian goods and supplies, and I demand a thorough investigation.

Respectfully, yours,

W. J. KOUNTZ.

Hon. C. DELANO,  
*Secretary of the Interior, Washington City, D. C.*

NEW YORK, August 10, 1875.

The purchasing committee of the Board of Indian Commissioners rejected the proposals of W. J. Kountz for transportation, on account of alleged unsatisfactory fulfillment of previous contracts with the Government.

E. A. HOYT,  
*Chairman Purchasing Committee.*

BOARD OF INDIAN COMMISSIONERS,  
*New York, August 10, 1875.*

DEAR SIR: Yours of the 5th instant, inclosing two letters from W. J. Kountz, dated July 31 and Aug. 2. The first I return herewith properly indorsed. The second I send back for further information. Is it true, as therein stated, that goods were shipped through G. W. Cass, without the usual contract with sureties all properly executed? Will you please procure the answer from the Department and return the paper to this committee?

Yours, very truly,

E. A. HOYT,  
*Chairman Purchasing Committee.*

General WHITTLESEY,  
*Assistant Secretary.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., August 14, 1875.*

SIR: I have the honor to acknowledge the receipt, by reference from the Department, of a letter from the Hon. E. A. Hoyt, of the Board of Indian Commissioners, with inquiries relative to certain charges made by W. J. Kountz, of Allegheny City, Pa., in connection with the transportation of Indian goods and supplies made under an award made to the Northern Pacific Railroad Company.

The papers having been referred to this Office with the request that the information asked for be furnished, I have respectfully to state that an award was made to the Northern Pacific Railroad Company for the transportation of Indian goods and supplies from New York, Philadelphia, Baltimore, Chicago, and Saint Paul, to certain points on the Missouri River, and also to points in Minnesota, and that under date of May 28, 1875, (see copy of Office letter herewith,) a blank contract and bond was forwarded to Mr. G. W. Cass, the receiver of the said road, for execution and return to this Office.

No return having been made by Mr. Cass, he was requested, by Office telegram under date of July 15, (copy herewith,) to give immediate attention to the same.

To this he replied the same day (see copy herewith) that the contract would be submitted as soon as confirmation by court could be obtained.

The understanding of this Office from the reply thus received was that the contract and bond had been signed by Mr. Cass and his bondsman, and was in the hands of the court, with other papers affecting his appointment as receiver, and might be expected at any time. Hence the shipments were continued under the terms of the contract forwarded to him for execution, and, although the instrument has not as yet been received, the goods have nevertheless been shipped to the points named in the contracts, and no complaints have reached this Office that the road, by its receiver, has failed to promptly carry the goods, &c., intrusted to its care.

No payments have been made for the goods thus transported, nor will there be until the contract shall have been received and approved in accordance with law; and only then for such articles as have been delivered at their points of destination in good order and condition.

The papers in the case are herewith returned.

Very respectfully, your obedient servant,

H. R. CLUM,  
*Acting Commissioner.*

Hon. SECRETARY OF THE INTERIOR.

BOARD OF INDIAN COMMISSIONERS, NEW YORK,  
*September 18, 1875.*

SIR: I have submitted the inclosed paper, with the correspondence belonging to it, to other members of the purchasing committee.

We are of the opinion that the award should not have been made to Mr. Cass unless the Commissioner of Indian Affairs was fully satisfied that Mr. Cass had authority to execute a contract and give sureties as required, nor should any shipment have been made through his agency in the absence of a properly-executed contract.

Very respectfully, your obedient servant,

E. A. HOYT,  
*Chairman Purchasing Committee.*

General E. WHITTLESEY,  
*Assistant Secretary.*

ALLEGHENY, PA., May 14, 1875.

MY DEAR SIR: Upon the return of Colonel Stewart, I am somewhat delighted to hear that you are disposed to take the matter of transportation into your hands, and do justice by giving the contract to the lowest and best bidder. I was somewhat astonished to learn from the colonel that you spoke of the democratic newspapers pitching into you for doing right. In the first place, I do not think there is any democratic or any other newspaper man more interested directly in the result of the awards, save one, and I am of the impression, from what I know of the tone of the press of the country, that men are not condemned in these days for doing right, but for doing wrong.

Now, sir, take the two lowest bids for transportation as they were read at New York, place them side by side, and if you cannot decide which is the lowest bid in five minutes, I will then say I want no contract from the Government, and I am prepared now to pledge myself in case any newspaper of any political creed says one word against your action, I will publish the bids side by side in a majority of the leading journals of the East and West.

I have never in my business life demanded anything but justice, nor have I ever tamely submitted to any wrongs, save in the War Department, and in that case permit me to say "that forbearance has ceased to be a virtue," and if God spares my life I will have redress.

Yours, very truly,

W. J. KOUNTZ.

Hon. C. DELANO,  
*Secretary of the Interior, Washington, D. C.*

No reply received to the above letter.

Reply herewith attached.

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., June 3, 1875.*

SIR: Yours of May 27, calling my attention again to your request that I set aside the awards for transportation recently made by the Board of Indian Commissioners in full session in New York, is received.

On the 15th ultimo I addressed you a letter, inclosing copy of a communication to me from the Commissioner of Indian Affairs dated the 14th ultimo, reciting the circumstances connected with the awards for transportation above referred to.

The Board of Indian Commissioners, which has acted upon the matter, was created by law for this, among other duties. They seem to have considered the subject fully, and under the circumstances, as they appear to me, after examining the subject and reading the letter of the Commissioner of Indian Affairs, I am of opinion that it would be highly improper for me to set aside the awards made by the board, and I therefore respectfully decline to do so.

Very respectfully, your obedient servant,

C. DELANO,  
*Secretary.*

Mr. WM. J. KOUNTZ,  
*Allegheny City, Pa.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., July 30, 1875.*

SIR: Your communications of the 24th and 28th instant, requesting copy of contracts made by the Commissioner of Indian Affairs with G. W. Cass, president of Northern Pacific Railroad, and C. D. Woolworth, for the transportation of Indian goods and supplies on the Missouri River for the fiscal year ending June 30, 1876, and inquiring why you were ignored in making the awards for that service are received.

I transmit herewith copy of letter from the Commissioner of Indian Affairs, dated 29th instant, to whom the subject was referred, together with the copy of contract with Mr. C. D. Woolworth, therein mentioned.

Upon return of the contract of Mr. G. W. Cass, you will be duly furnished with a copy thereof.

In reply to your inquiry why you were ignored in the making of said awards, inasmuch as you were, as you claim, the lowest and best bidder, you are informed that all awards for the furnishing of goods and supplies for the Indian service and for transportation of the same are made by a commission, consisting of the purchasing committee of the Board of Indian Commissioners, the Commissioner of Indian Affairs, and a committee appointed by the Secretary of the Interior. This year the entire Board of Indian Commissioners was present during the award, and the whole business was discussed with more than usual care and thoroughness. The awarding committee this year consisted of the following persons: General C. B. Fisk, E. M. Hoyt, Wm. Stickney, B. Rush Roberts, General H. H. Sibley, E. M. Kingsley, A. C. Barstow, John D. Lang, and F. H. Smith, of the Board of Indian Commissioners, Hon. E. P. Smith, Commissioner of Indian Affairs, and B. R. Cowen, Assistant Secretary, and Dr. R. Joseph, from this Department.

It is not in my power to furnish you a statement of the reasons which led to any of the awards made by the committee, but those to which you refer were made by the unanimous vote of the committee.

I presume that a communication addressed to F. H. Smith, secretary of the Board of Indian Commissioners, would elicit a satisfactory reply, if a record was kept of the proceedings of the several meetings of the committee.

Very respectfully, your obedient servant,

B. R. COWEN,  
*Acting Secretary.*

W. J. KOUNTZ, Esq.,  
*Allegheny City, Pa.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., July 29, 1875.*

SIR: I have the honor to acknowledge the receipt, by reference from the Department, of letters from W. J. Kountz, dated the 24th and 28th instant, requesting to be furnished with copies of contracts entered into by this Office with C. D. Woolworth and G. W. Cass, for the transportation of Indian goods and supplies during the present fiscal year.

The copy of the contract of C. D. Woolworth is herewith inclosed, but the contract of G. W. Cass, acting as receiver of the Northern Pacific Railroad Company, has not, as yet, been returned to this Office. When said contract shall have been received, a copy of the same will be forwarded to the Department.

The papers referred by you under date of the 26th and 29th, are herewith returned.

Very respectfully, your obedient servant,

H. R. CLUM,  
*Acting Commissioner.*

HON. SECRETARY OF THE INTERIOR.

Articles of agreement, made and entered into this 13th day of May, 1875, by and between Edward P. Smith, Commissioner of Indian Affairs, for and in behalf of the United States, of the first part, and Charles D. Woolworth, of Sioux City, Iowa, of the second part, witnesseth, that the said party of the second part agrees to transport from Sioux City, to the places and at the rates hereinafter named, all the goods and supplies of the Indian Department that may be purchased for the fiscal year ending June 30, 1876, and ready for shipment during the months of July, August, September, and October, 1875, and April, May, and June, 1876, as follows:

From Sioux City to Santee agency, 35 cents per 100 pounds.

From Sioux City to Ponca agency, 40 cents per 100 pounds.

From Sioux City to Yankton agency, 50 cents per 100 pounds.

From Sioux City to Fort Randall, 60 cents per 100 pounds.

From Sioux City to Brulé agency, 80 cents per 100 pounds.

From Sioux City to Cheyenne, \$1.10 per 100 pounds.

From Sioux City to Standing Rock, \$1.20 per 100 pounds.

From Sioux City to Fort Berthold, \$1.40 per 100 pounds.

From Sioux City to Fort Peck, \$2 per 100 pounds.

From New York, Philadelphia, and Baltimore to Sioux City, 80 cents per 100 pounds; Santee agency, \$1.15 per 100 pounds; Ponca agency, \$1.20 per 100 pounds; Yankton agency, \$1.30 per 100 pounds; Crow agency, Montana, \$6.05 per 100 pounds.

From New York, Philadelphia, and Baltimore to Blackfoot, Montana, \$4.55 per 100 pounds; Fort Belknap, Montana, \$4.55 per 100 pounds.

From Chicago and Saint Paul to Sioux City, 40 cents per 100 pounds.

In the event that the party of the second part transports any goods or supplies from New York, Philadelphia, or Baltimore to any other of the agencies on the Missouri River than Santee, Ponca, or Yankton, the rate for such transportation shall be the same as above named from Sioux City to such agencies, with an addition of 80 cents per 100 pounds; and from Chicago or Saint Paul at 40 cents per 100 pounds additional.

The said party of the second part further agrees to receive said goods and supplies at either of the points of shipment above mentioned whenever the same shall be ready for shipment, and to transport the same to destination without any unnecessary delay.

In consideration of the faithful performance of this agreement on the part of the party of the second part, the said party of the first part agrees to pay or cause to be paid to the said party of the second part, his heirs, executors, and administrators, for all services rendered under this contract in accordance with the rates above designated, on the presentation at the Office of the Indian Department in Washington, D. C., of receipted bills of lading signed by the Indian agents stationed at the points named respectively.

It is, however, further agreed that before the United States shall be bound by this contract a bond in the sum of \$50,000 shall be executed by the said party of the second part, with two or more good and sufficient sureties; the said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

It is hereby expressly understood and agreed that no member of Congress shall be admitted to any share or part of this contract or any benefit to arise therefrom, which provision is hereby inserted in compliance with the third section of an act concerning public contracts, approved the 21st day of April, 1808, and it is therefore understood that the provisions of the first section of said act are hereby made a part and parcel of this contract.

In witness whereof the parties hereto have hereunto set their hands and seals on the day and date first above written.

EDW. P. SMITH, [L. s.]  
*Commissioner of Indian Affairs.*  
 C. D. WOOLWORTH. [L. s.]

Witnesses to signatures:

H. R. CLUM, as to E. P. S.  
 JOHN H. CHARLES, *Sioux City, Iowa.*  
 W. S. JOHNSTON.

*Bond.*

Know all men by these presents that we, C. D. Woolworth, as principal, and John H. Charles, A. Groninger, James A. Sawyer, and H. D. Booge, all of Sioux City, Iowa, as sureties, are held and firmly bound unto the United States of America in the sum of \$50,000, lawful money of the said United States, for which payment, well and truly to be made, we hereby bind ourselves, and each of us, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounden Charles D. Woolworth, of Sioux City, Iowa, his heirs, executors, or administrators, or any of them, shall observe, perform, and fulfill all and singular the covenants and agreements mentioned and contained in a certain contract of even date herewith between the United States, by Hon. Edward P. Smith, Commissioner of Indian Affairs, and the said Charles D. Woolworth, then and in that case this obligation shall be null and void; otherwise to remain in full force and virtue.

In testimony whereof we have hereunto set our hands and seals this 13th day of May, A. D. 1875.

C. D. WOOLWORTH. [L. s.]  
 J. H. CHARLES. [L. s.]  
 A. GRONINGER. [L. s.]  
 JAMES A. SAWYER. [L. s.]  
 H. D. BOOGE. [L. s.]

Witnesses to signatures:

W. S. JOHNSTON.  
 R. B. THURSTON.

ALLEGHENY, PA., July 28, 1875.

DEAR SIR: I will call your attention to the fact that I wrote you on the 24th instant, asking for copies of the contracts made with G. W. Cass, receiver, and C. D. Woolworth for transportation of Indian goods and supplies made in 1875. As I have no doubt you are aware that I was the lowest and best bidder for transportation, it is certainly nothing but right that I should ascertain through your Department what rate the Government is paying, and why I, the lowest and best bidder, was ignored.

Yours, respectfully,

W. J. KOUNTZ.

Hon. C. DELANO,

*Secretary of the Interior, Washington, D. C.*

Reply herewith attached.

Articles of agreement, made and entered into this first day of June, A. D. 1875, by and between Edward P. Smith, Commissioner of Indian Affairs, for and on behalf of the United States, of the first part, and G. W. Cass, of the city of New York, acting as receiver of the Northern Pacific Railroad, of the second part, witnesseth, that the said party of the second agrees to receive in the cities of New York, Philadelphia, and Baltimore, between the date of this agreement and the 30th day of June, 1876, all such goods and supplies as may be purchased by the Indian Department for the fiscal year ending on said 30th day of June, 1876, the same to be shipped in sound and water-proof cars and good secure boats to the following-named points, and at the rates hereto annexed, viz:

From New York, Philadelphia, and Baltimore, to the Standing Rock, Cheyenne River, and Fort Berthold Indian agencies, at the rate of \$1.30 per 100 pounds; to the Crow Creek or Upper Missouri Indian agency at the rate of \$1.20 per 100 pounds, and to the Fort Peck Indian agency at the rate of \$1.75 per 100 pounds.

From Saint Paul, Minn., to standing Rock and Crow Creek or Upper Missouri agencies at the rate of \$1.10 per 100 pounds; to Cheyenne River and Fort Berthold agencies at the rate of \$1.20 per 100 pounds, and to Fort Peck agency at the rate of \$1.60 per 100 pounds.

From Chicago to Standing Rock agency at the rate of \$1.30; to Cheyenne River, Fort Berthold, and Crow Creek or Upper Missouri agencies at the rate of \$1.40 per 100 pounds, and to Fort Peck at the rate of \$1.80 per 100 pounds.

The said party of the second part also agrees to transport from New York to Du Luth, Minn., at the rate of 50 cents per 100 pounds; to Red Cliff, Wis., at the rate of 60 cents per 100 pounds; to Brainerd, Minn., at the rate of 80 cents per 100 pounds; to Audubon, Minn., at the rate of \$1 per 100 pounds, and to Morris, Minn., at the rate of \$1.25 per 100 pounds.

The said party of the second part further agrees to commence the transportation of said goods and supplies as soon as notified by the Commissioner of Indian Affairs that said goods are ready for shipment, and to complete said transportation as quickly as possible and without unnecessary delay, said goods and supplies to be turned over as follows, viz:

At the Standing Rock, Cheyenne River, Fort Berthold, Crow Creek, and Fort Peck agencies, to the respective agents thereof, in charge of the same, and at Du Luth, Minn., Red Cliff, Wis., Brainerd, Minn., Audubon, Minn., and Morris, Minn., to the agents in charge of the respective agencies, as shown by directions on the packages shipped to the points named.

In consideration of the faithful performance of this agreement on the part of the party of the second part, the said party of the first part agrees to pay or cause to be paid to the said party of the second part, his heirs, executors, or administrators, for all service rendered under this contract, the rates hereinbefore specified for the transportation from and to the points herein named. It is agreed, however, that before the United States shall be bound by this contract, a bond in the sum of twenty thousand dollars shall be executed by the said party of the second part, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract, in all its particulars, by the said party of the second part.

It is hereby expressly understood that no member of Congress shall be admitted to any share or part of this contract or any benefit to arise therefrom, which provision is hereby inserted in compliance with the third section of an act concerning public contracts, approved the 21st of April 1808; and it is further understood that the provisions contained in the first section of said act are hereby made a part and parcel of this agreement.

In witness whereof the parties hereto have hereunto set their hand and seals the day and year first above written.

EDW. P. SMITH,  
*Commissioner of Indian Affairs.*  
G. W. CASS,  
*Receiver Northern Pacific Railroad Company.*

GEO. GRAY, as to G. W. Cass, receiver.  
H. DINGMAN, as to E. P. Smith.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., September 21, 1875.*

SIR: Referring to Office report of the 29th July last, relative to letters from W. J. Kountz, regarding the transportation of Indian goods and supplies during the present fiscal year, I have the honor to inclose herewith a copy of a contract entered into by this Office with the Northern Pacific Railroad Company by G. W. Cass, receiver, for a portion of the transportation above referred to.

Very respectfully, your obedient servant,

EDW. P. SMITH, *Commissioner.*

Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,  
*Washington, September 22, 1875.*

SIR: I transmit herewith copy of letter dated 21st instant, from the Commissioner of Indian Affairs, with a copy of the contract with G. W. Cass, receiver Northern Pacific Railroad Company, for transportation of Indian goods, which is furnished agreeably to the advice contained in Department letter addressed to you on the 30th July last.

Very respectfully, your obedient servant,

B. R. COWEN,  
*Acting Secretary.*

W. J. KOUNTZ, Esq., *Allegheny City, Pa.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., August 12, 1875.*

SIR: Your letter of the 31st ultimo, received here on the 3d instant, related to your bid for transportation of Indian supplies, which you allege was the lowest and best for the Government. You charged that fraud had been practiced in making contracts for carrying Indian goods and supplies, and demanded a thorough investigation.



Your letter was, on the 5th instant, forwarded to the Board of Indian Commissioners, indorsed as follows, viz :

"Respectfully referred to the Board of Indian Commissioners, with request that they will institute an investigation."

"B. R. COWEN,  
"Acting Secretary."

The Board of Indian Commissioners have returned your letter, with report indorsed thereon in the following words, viz :

"NEW YORK, August 10, 1875.

"The purchasing committee of the Board of Indian Commissioners rejected the proposals of W. J. Kountz for transportation, on account of alleged unsatisfactory fulfillment of previous contracts with the Government.

"E. A. HOYT,  
"Chairman Purchasing Committee."

Very respectfully, your obedient servant,

B. R. COWEN,  
Acting Secretary.

W. J. KOUNTZ, Esq.,  
Allegheny City, Pa.

ALLEGHENY, PA., August 2, 1875.

DEAR SIR: Your letter, with copy of contract made with C. D. Woolworth, of the 30th ultimo, has been received, in which you state that contract made with G. W. Cass, receiver Northern Pacific Railroad, has not been returned to your Department.

Is it not an extraordinary proceeding for a Department of the importance of yours to throw out the bid of a responsible party and ship goods by an irresponsible party without having a contract signed? Mr. Cass, individually, is responsible; as receiver, is not.

Now, Mr. Delano, I intend that this thing shall be sifted to the bottom, as I remarked in my former letter that I know I was the lowest and best bidder, and I do not intend that any dishonest man in your Department, or out of it, shall defraud the Government, if I know it, without you being put in possession of the facts.

There has been a great deal said about "dissatisfied contractors." Now, sir, I take the position that the man who puts in the lowest and best bid for doing any work for the Government, and such a bid is thrown out, he has a right to be dissatisfied, and the scoundrels who threw the bid out should be brought to justice.

Respectfully, yours,

W. J. KOUNTZ.

Hon. C. DELANO,  
Secretary of the Interior, Washington City, D. C.

No reply was received to the above letter.

ALLEGHENY, PA., July 24, 1875.

DEAR SIR: Please send me a copy of the abstract of bids for the transportation of Indian goods and supplies, opened at New York April 27 or 28, 1875.

Up to this time I have remained in profound ignorance of why my bid was rejected; hence I want to be prepared to compare bids, whereby I may be enlightened upon the subject.

Respectfully,

W. J. KOUNTZ.

Hon. ED. P. SMITH,  
Commissioner of Indian Affairs, Washington City, D. C.

Reply herewith attached.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., October 20, 1875.

SIR: In accordance with your several requests, I inclose herewith copies of proposals of C. D. Woolworth and G. W. Cass for the transportation of Indian goods and supplies from New York, Philadelphia, &c., to various Indian agencies.

Very respectfully, your obedient servant,

EDW. P. SMITH, Commissioner.

W. J. KOUNTZ, Pittsburgh, Pa.  
H. Mis. 167—2

G. W. CASS, RECEIVER OF THE NORTHERN PACIFIC RAILROAD,  
New York, April 27, 1875.

SIR: The receiver of the Northern Pacific Railroad, under his authority from the United States circuit court for the southern district of New York, offers to transport Indian goods and supplies, under your advertisement for proposals dated March 27, 1875, as follows:

From New York, Philadelphia, and Baltimore to—

|                                    |        |
|------------------------------------|--------|
| Standing Rock, per 100 pounds..... | \$1 30 |
| Cheyenne, per 100 pounds.....      | 1 30   |
| Crow Creek, per 100 pounds.....    | 1 20   |
| Fort Randall, per 100 pounds.....  | 1 15   |
| Fort Berthold, per 100 pounds..... | 1 30   |
| Fort Peck, per 100 pounds.....     | 1 75   |
| Carroll, per 100 pounds.....       | 1 90   |
| Fort Benton, per 100 pounds.....   | 2 50   |

From Chicago to—

|                                    |        |
|------------------------------------|--------|
| Standing Rock, per 100 pounds..... | \$1 30 |
| Cheyenne, per 100 pounds.....      | 1 40   |
| Crow Creek, per 100 pounds.....    | 1 40   |
| Fort Randall, per 100 pounds.....  | 1 25   |
| Fort Berthold, per 100 pounds..... | 1 40   |
| Fort Peck, per 100 pounds.....     | 1 80   |
| Carroll, per 100 pounds.....       | 2 00   |
| Fort Benton, per 100 pounds.....   | 2 50   |

From Saint Paul to—

|                                    |        |
|------------------------------------|--------|
| Standing Rock, per 100 pounds..... | \$1 10 |
| Cheyenne, per 100 pounds.....      | 1 20   |
| Crow Creek, per 100 pounds.....    | 1 10   |
| Fort Randall, per 100 pounds.....  | 1 10   |
| Fort Berthold, per 100 pounds..... | 1 20   |
| Fort Peck.....                     | 1 60   |
| Carroll, per 100 pounds.....       | 1 80   |
| Fort Benton, per 100 pounds.....   | 2 50   |

Truly yours,

G. W. CASS, Receiver.

Hon. E. P. SMITH,  
Commissioner of Indian Affairs.

SIoux CITY, April 24, 1875.

SIR: In reply to your advertisement, dated March 27, 1875, asking for proposals for the transportation of the stores and supplies of the Indian Department for the fiscal year commencing July 1, 1875, I hereby propose to furnish said transportation at the following rates from Sioux City to—

|                                       | July.  | August. | September. | October. | April. | May.   | June. |
|---------------------------------------|--------|---------|------------|----------|--------|--------|-------|
| Santee agency, per 100 pounds.....    | \$0 25 | \$0 15  | \$0 15     | \$0 25   | \$0 25 | \$0 10 | \$0 8 |
| Ponca agency, per 100 pounds.....     | 0 30   | 0 15    | 0 20       | 0 30     | 0 25   | 0 10   | 0 8   |
| Yankton agency, per 100 pounds.....   | 0 45   | 0 18    | 0 25       | 0 50     | 0 50   | 0 20   | 0 15  |
| Fort Randall, per 100 pounds.....     | 0 50   | 0 20    | 0 25       | 0 60     | 0 55   | 0 25   | 0 18  |
| Upper Missouri, per 100 pounds.....   | 0 85   | 0 25    | 0 35       | 0 80     | 0 75   | 0 30   | 0 25  |
| Cheyenne agency, per 100 pounds.....  | 0 90   | 0 40    | 0 50       | 1 25     | 1 00   | 0 35   | 0 50  |
| Standing Rock, per 100 pounds.....    | 1 30   | 0 50    | 1 45       | 1 00     | 1 15   | 0 50   | 0 45  |
| Fort Berthold, per 100 pounds.....    | 1 65   | 0 60    | 1 60       | 0 90     | 1 20   | 0 75   | 0 70  |
| Fort Peck, per 100 pounds.....        | 2 25   | 1 75    | 1 25       | 0 95     | 1 25   | 0 95   | 0 80  |
| Crow agency, per 100 pounds.....      | 3 25   | 2 50    | 3 00       | 2 00     | 3 50   | 2 00   | 1 50  |
| Blackfeet agency, per 100 pounds..... | 3 75   | 3 00    | 2 50       | 2 00     | 2 75   | 1 75   | 1 00  |
| Fort Belknap, per 100 pounds.....     | 3 75   | 3 00    | 2 50       | 2 00     | 2 75   | 1 75   | 1 00  |
| Whetstone agency, per 100 pounds..... | 2 75   | 2 75    | 2 00       | 1 75     | 2 75   | 2 00   | 1 75  |
| Red Cloud agency, per 100 pounds..... | 3 00   | 2 75    | 2 25       | 1 75     | 3 00   | 2 00   | 1 75  |

I will furnish transportation from New York and Philadelphia to the above agencies for the rates above stated, with an addition of eighty cents per 100 pounds; and from Chicago to above agencies for the rates above stated, with an addition of 40 cents per hundred pounds.  
Respectfully, &c ,

C. D. WOOLWORTH,  
*Sioux City, Iowa.*

Hon. EDWARD P. SMITH,  
*Commissioner of Indian Affairs.*

SIoux CITY, April 24, 1875.

SIR: In reply to your advertisement, dated March 27, 1875, asking for proposals for the transportation of the stores and supplies of the Indian Department for the year commencing July 1, 1875, I hereby propose to furnish said transportation for the months of July, August, September, and October, 1875, and April, May, and June, 1876; at the following rates:

From Sioux City to Santee agency, at 35 cents per 100 pounds.  
From Sioux City to Ponca agency, at 40 cents per 100 pounds.  
From Sioux City to Yankton agency, at 50 cents per 100 pounds.  
From Sioux City to Fort Randall, at 60 cents per 100 pounds.  
From Sioux City to Upper Missouri, at 80 cents per 100 pounds.  
From Sioux City to Cheyenne agency, at \$1.10 per 100 pounds.  
From Sioux City to Standing Rock, at \$1.20 per 100 pounds.  
From Sioux City to Fort Berthold, at \$1.40 per 100 pounds.  
From Sioux City to Fort Peck, at \$2 per 100 pounds.  
From Sioux City to Crow agency, at \$5.25 per 100 pounds.  
From Sioux City to Blackfeet, at \$3.75 per 100 pounds.  
From Sioux City to Fort Belknap, at \$3.75 per 100 pounds.  
From Sioux City to Fort Whetstone agency, at \$3 per 100 pounds.  
From Sioux City to Red Cloud, at \$3.25 per 100 pounds.

I will furnish transportation from New York and Philadelphia to the above agencies at the rates above stated, with an addition of eighty cents per hundred pounds; and from Chicago to above agencies for the rates above named, with an addition of forty cents per 100 pounds.

Respectfully, &c.,

C. D. WOOLWORTH,  
*Sioux City, Iowa.*

Hon. EDWARD P. SMITH,  
*Commissioner of Indian Affairs, Washington, D. C.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., May 28, 1875.*

SIR: Your proposal for transportation not having been accepted, I return herewith check No.—, on depository of the United States at Pittsburgh, for five thousand dollars, the same having been deposited with your bid in accordance with advertisement of the Indian Office March 27, 1875.

Please sign and return the inclosed receipt.

Very respectfully, your obedient servant,

EDW. P. SMITH,  
*Commissioner.*

W. J. KOUNTZ, Esq.,  
*Allegheny City, Pa*

ALLEGHENY, PA., May 24, 1875.

SIR: I put in a bid, which was read at New York on April 27, 1875, which was the lowest and best bid for the transporting of Indian annuity-goods. My bid has been entirely ignored. I respectfully request you to inform me why this was done. An early reply will very much oblige,

Yours, truly,

W. J. KOUNTZ.

E. A. HAYT, Esq., *New York.*  
Reply herewith attached.

BOARD OF INDIAN COMMISSIONERS,  
*New York, May 29, 1875.*

DEAR SIR: Yours of the 24th inst. was duly received. In consequence of complaints against you, growing out of your very tardy delivery under a previous contract with the Government, your bid at the present letting of contracts was ruled out.

Yours, very respectfully,

E. A. HAYT.

W. J. KOUNTZ, Esq.

ALLEGHENY, PA., June 8, 1875.

DEAR SIR: Yours of the 29th ultimo stating, in consequence of complaints against me growing out of my very tardy delivery under a previous contract with the Government, that my bid at the present letting of contracts was ruled out, has been received.

In reply I have to say that the complaints you mention were concocted by a pack of thieves and scoundrels connected with the Indian ring, whose aim is to rob both the Government and Indians.

I have always carried out all my contracts with the Government promptly and to the letter, and the man who reported to the contrary is a liar, thief, and scoundrel, and if he had his just dues would be in the penitentiary.

I will give you a little history of the man and men to whom the contract was awarded. Woolworth is the tool of S. B. Coulson, and is not worth *one dollar*, nor does he own or control a steamboat or a part of one in the world, and was the contractor with the Government for the transportation of Indian supplies in 1870, when Indian Parker was Commissioner of Indian Affairs. This man Woolworth was given a contract by Parker at three times the prices that honest men would have done the work for. All this came out at the investigation of Congress in 1871 on the charges made by Mr. Welsh against Indian Commissioner Parker.

S. B. Coulson told me that in 1871 he loaded the steamboat Far West at Sioux City with Indian goods for the Indian agencies on the Missouri River, and had aboard about one hundred tons of coffee, sugar, tobacco, &c., for Grand River agency, Dakota Territory; that he put off about one-half of the one hundred tons at that place, received a receipt for the one hundred tons from J. C. O'Connor, Indian agent at that agency at the time, and kept the balance on board of his boat, and took it down the river until he met the steamboat Miner, when the supplies were transferred to that steamboat, which carried them back up the river and sold them to traders and trappers.

In 1871 this man Woolworth was coaling for Durfee & Peck, and after the close of business that year went to Chicago and started into the whisky business, (saloon-keeping,) which ought to be enough to convince any set of men that a man who will sell whisky by the glass will *steal and lie*.

Now, with the foregoing information of the men to whom you awarded a contract at very much higher rates than my bid, it would perhaps be of great benefit to the Government, when reports are made against the *lowest bidder* by *higher bidders*, that the character of the men making the reports should be investigated, which done would prove these reporters *liars* and thieves.

Yours, truly,

W. J. KOUNTZ.

E. A. HAYT, Esq.,  
Board of Indian Commissioners, New York.

There was a reply to this letter, but it has been mislaid and cannot be found.

ALLEGHENY, PA., June 14, 1875.

DEAR SIR: Yours of the 12th instant to hand and contents noted.

I have been using kind words ever since the removal of Indian Commissioner Parker, and hereafter I intend to deal in facts.

Now, sir, permit me to say, as I did before, that I had in the lowest and best bid for the transportation of the Indian annuity-goods, put in accordance with the Commissioner of Indian Affairs' circular. I am sure it was not the intention of Commissioner Smith that I should get one of those circulars, but by sending my agent to Washington he succeeded in procuring one; hence I got in a bid, which was in my judgment the only bid that came up to the requirements of the circular.

A letter was received at this office stating that the contracts for transportation were awarded to Woolworth and Cass by a unanimous vote of the Board of Citizen Commissioners. This I do not believe.

I do not propose to carry on a suit of investigation against the ring-thieves, but the charges are made, and if you or any other gentleman connected with the board want to push an investigation, I will send you the names of witnesses that will send a lot of these scoundrels to the penitentiary, if they do not get clear by the statute of limitation, as the grand robbery took place in 1871. I will have my investigation before the Congress of the United States.

Yours, respectfully,

W. J. KOUNTZ.

E. A. HAYT, Esq., New York.

No reply was received to this above letter.

ALLEGHENY, PA., May 24, 1875.

SIR: I put in a bid, which was read at New York on April 27, 1875, which was the lowest and best bid for the transportation of Indian annuity-goods. My bid has been en-

tirely ignored. I respectfully request you to inform me why this was done. An early reply will very much oblige,

Yours, truly,

H. H. SIBLEY, *Saint Paul, Minn.*

Reply herewith attached.

BOARD OF INDIAN COMMISSIONERS,  
*Saint Paul, Minn., May 27, 1875.*

SIR: I have to-day received your communication relative to your bid for the transportation of Indian goods. In reply I would respectfully refer you, for answer to your inquiry, to the chairman or secretary of the board, in Washington City, who, no doubt, will cheerfully afford you the information. I am not sufficiently familiar with the subject to venture to do so.

Very respectfully, yours,

H. H. SIBLEY.

Captain W. J. KOUNTZ,  
*Allegheny, Pa.*

ALLEGHENY, PA., *May 24, 1875.*

SIR: I put in a bid, which was read at New York on April 27, 1875, which was the lowest and best bid for the transporting of Indian annuity-goods. My bid has been entirely ignored. I respectfully request you to inform me why this was done. An early reply very much oblige

Yours, truly

W. J. KOUNTZ.

J. D. LANG, *Vesselborough, Maine.*

No reply was received to the above letter.

ALLEGHENY, PA., *May 24, 1875.*

SIR: I put in a bid, which was read at New York on April 27, 1875, which was the lowest and best bid for the transporting of Indian annuity-goods. My bid has been entirely ignored. I respectfully request you to inform me why this was done. An early reply will very much oblige

Yours, truly,

W. J. KOUNTZ.

F. H. SMITH, *Washington, D. C.*

No reply was received to the above letter.

ALLEGHENY, PA., *May 24, 1875.*

SIR: I put in a bid, which was read at New York on April 27, 1875, which was the lowest and best bid for the transporting of Indian annuity-goods. My bid has been entirely ignored. I respectfully request you to inform me why this was done. An early reply will very much oblige

Yours, truly,

W. J. KOUNTZ.

General C. B. FISK, *Washington, D. C.*

No reply was received to the above letter.

ALLEGHENY, PA., *July 28, 1875.*

DEAR SIR: Pursuant to a circular issued by Indian Commissioner Smith, I put in a proposal, in due form, at New York for the transportation of Indian goods and supplies from New York to points on the Missouri River, &c. My proposal was much the lowest read at the opening, which was thrown out, and up to this time I have failed to get any explanation from Indian Commissioner Smith, and appeal to you to know why the lowest and best bidder is ignored, and contracts made with the highest bidder.

Yours, very respectfully,

W. J. KOUNTZ.

CLINTON B. FISK, Esq.,

*Chairman of the Board of Indian Commissioners, New York.*

Reply to the above letter herewith attached.

BOARD OF INDIAN COMMISSIONERS, WASHINGTON, D. C.

NEW YORK, N. Y., *August 2, 1875.* (Box-2581.)

DEAR SIR: I have received your favor of the 28th ultimo, and will give the matters to

which you refer my immediate and best attention, and will further reply so soon as I can place my hands upon the facts.

Yours, truly,

CLINTON B. FISK,  
Chairman.

W. J. KOUNTZ, Esq.,  
President Kountz Line Steamers, Allegheny City, Pa.

ALLEGHENY, PA., August 3, 1875.

DEAR SIR: Your favor of the 2d instant to hand, and contents noted. It affords me much pleasure to inform you that among all to whom I have applied for redress you are the first that has shown any disposition to give any satisfaction.

I have it in my power to show you that gross frauds have been practiced upon the Government in making a contract with C. D. Woolworth and ignoring my bid.

Inclosed I send you a copy of Woolworth's contract-price, and also of my proposal that was thrown out, which figures speak for themselves. The bid of G. W. Cass, receiver of the Northern Pacific Railroad, was even much higher, proportionately, than Woolworth's, compared with mine. I have not been able yet to procure Cass's figures, as I am led to believe that they are shipping goods before the signing of the contract.

Yours, very truly,

W. J. KOUNTZ.

General C. B. FISK,  
Chairman Board of Indian Commissioners, New York.

Reply herewith attached.

BOARD OF INDIAN COMMISSIONERS, WASHINGTON, D. C.

NEW YORK, August 5, 1875.

DEAR SIR: I have received your favor of the 3d instant, with inclosure, and thank you for the same.

I have not been able to obtain any facts from the Commissioner of Indian Affairs since the receipt of your former communication, as he is with his invalid wife in Massachusetts. So soon as he reports for duty, I will further communicate with you.

Yours, truly,

CLINTON B. FISK, Chairman.

W. J. KOUNTZ, Esq., President,  
Allegheny City, Pa.

ALLEGHENY, PA., August 30, 1875.

DEAR SIR: Your letter of the 5th instant, in which you state that you had not been able to obtain any facts from the Commissioner of Indian Affairs since the receipt of my former communication, &c., was duly received.

I have waited nearly a month, hoping to hear that something might be done to correct the frauds that are being practiced upon the Government.

Assistant Secretary Cowan charges the citizen commissioners with throwing out my bid for transportation. They, the citizen commissioners, give as a reason for so doing that I had failed to carry out former contracts with the Government. I have never failed in any way to make good and carry out to the letter every contract that ever I was interested in with the Government, and a subterfuge of that kind used as an excuse to throw out the bid of a responsible party is a crime against the Government.

Now, sir, I respectfully, but determinedly, demand a fair investigation of this whole fraudulent transaction, and that promptly.

Yours, very respectfully,

W. J. KOUNTZ.

C. B. FISK, Esq.,  
Chairman Board of Indian Commissioners, New York.

Reply herewith attached.

BOARD OF INDIAN COMMISSIONERS, WASHINGTON, D. C.

NEW YORK, September 3, 1875.

DEAR SIR: Your favor of the 30th ultimo reaches me here. The complaint made by yourself is in the hands of the purchasing committee of the Board of Indian Commissioners, of which the Hon. E. A. Hoyt, No. 6 New Church street, New York, is chairman.

I remember distinctly that when the bids for transportation were being considered, the question was asked about the reliability of the parties making the proposals. You remem

ber that the great majority of the Board of Indian Commissioners were entirely new to the business, and they did not mean to consent to awarding a contract to any party who had been unfaithful heretofore in the fulfillment of like contracts. (It was stated distinctly to us, by those who had been in the Indian Department a long time, that you had not been faithful; that you had utterly failed on several occasions to deliver according to contract, and that much of the scandal pertaining to the Indian service in the Northwest had grown out of your own neglect to perform what you had agreed to; and it was upon such a statement that I voted against awarding you any contract.) I write you this plainly, that you may understand the reason that governed me personally, as no act of mine in connection with the Indian service, or the reasons for such act, need be concealed from any person living. I know that a majority of the Board of Indian Commissioners were led to vote against you by representations from the officers of the Department of the Interior, and I presume that they will not hesitate to give you their reasons for such representations, and were I in your place, occupying the position that you do, at the head of a great transportation-line, I should certainly demand an investigation of these charges, and not undertake to settle such difficulties through the newspapers, by abusing gentlemen who have endeavored to discharge an unpleasant public duty in good faith.

You will find Mr. Hoyt one of the "squarest" men you ever corresponded with, and I will guarantee that if any injustice has been done you or the Government, in the matters of which you complain, he will find out that fact, and correct it, and you may be assured of my most hearty co-operation in dragging to the surface any irregularity or fraud whatever in the Indian Bureau.

Yours, respectfully,

W. J. KOUNTZ, Esq.,  
Allegheny City, Pennsylvania.

CLINTON B. FISK, *Chairman.*

ALLEGHENY, PA., *September 6, 1875.*

DEAR SIR: Your favor of the 3d instant to hand, and contents carefully noted. You stated the reason why you and many others of the Christian Commissioners voted to throw out my proposal for the transportation of Indian supplies, &c., was, that I had failed to carry out former engagements made with the Government, and that you and other commissioners received your information from officers of the Interior Department. Here you leave me still in the dark, not giving me the names of the persons who stated that I failed to comply with former contracts. Now, sir, I respectfully request that you give me the names of the officers of the Interior Department who charged that I failed to carry out contracts. You say that you have no doubt that they will not hesitate to give me their reasons for such representations. I differ with you in that particular, as reasons have been demanded, but no satisfaction given. Secretary Delano assured me through my confidential clerk, who visited Washington for me in connection with this contract business, in these words: that he, Delano, would investigate the matter before approving the contract, and if Contractor Kountz's bid was thrown out for any other reason than that it was not the lowest bid, he would disapprove of the action of the board, and see that Kountz had justice done him. Secretary Delano entirely disregarded his pledge made to my clerk, and approved everything that Commissioner Smith presented for his approval. I will here state that Secretary Delano knew very well that I was responsible for any agreement that I would make, and General Cowen knew that I never failed to carry out any contract made with the Interior Department, from the fact I never had any. Sir, you advise me to demand an investigation. I have been demanding of Mr. Delano that justice should be done me, but to no purpose. Permit me to inform you that I have tamely submitted to the same kind of treatment for four years, and all my complaints have been unnoticed until this year. I determined, by the help of God and with the aid of my pen, to show the rascality that has been practiced on me and others by the officers of the Indian Bureau.

Now, sir, my unpardonable offense against the Indian Bureau is, that I was the cause of the removal of Indian Commissioner Parker, and I will now say that I will never cease to write while I am of the opinion that there is a thief left in the Indian Bureau. Honest men have no reason to fear my pen. I do believe that the pen will, if properly used, bring down the righteous indignation of an angry God upon the thieves who have been robbing the defenseless wards of this nation. I will here take occasion to say that, if you will give me an honest support, I will in time show you the power of the newspapers to correct frauds. General Cowen referred my complaint to Hon. E. A. Hoyt, who treated it as though General Cowen was an honest man and did not belong to the Indian ring. I have been for over four months trying to get some satisfaction relative to this matter, and up to the receipt of your letter of the 3d of September not a line has been received by me other than evasive trash, and I have made up my mind, when I receive a letter informing me that my letter has been referred to some other person, that that is the end of it.

You will now permit me to be as liberal toward you as you have been toward me in giving advice. If I were in your place, at the head of a great, and should be good, Christian Commission, created to prevent frauds upon the Government and Indians, and a communication was sent to me complaining of fraud, I would not refer the communication to

some other person, to be *pigeon-holed*, but would at once have the matter investigated, and would not permit men to carry goods a whole year under a contract obtained by fraud, and at a price fifty per cent. above the bid of an honest man.

Now, sir, would it not be more becoming for you to make an immediate inquiry into the matter, and write to men of character at Saint Louis, Louisville, Cincinnati, and Pittsburgh, personally known to you, as to the standing of W. J. Kountz as a prompt and reliable business man? By the by, I will refer you to Hon. Robt. Campbell, of Saint Louis, and Felix R. Brunot, of Allegheny, and if you get answers that are favorable relative to me, then call upon the falsifiers of the Interior Department who asserted that I had defaulted in carrying out former contracts with the Government, and bring them to justice.

I was informed before I left New York, in April last, that my proposal would be thrown out on a pretense that I could not carry out the contract; but this story was so very unreasonable to me that I treated it with indifference, not supposing for a moment that a Christian Commission would listen to such stories without making some inquiry as to the truth of the assertion. Now, sir, I may be mistaken as to the duties of the Peace Commission, but I have always been of the opinion that they were appointed to break up, if possible, the thieving operations of the Indian ring, and if there is any commissioner who is so new in the business as to not fully understand that Delano, Cowen, and Smith are at the head of the Indian ring, they are entirely too new to belong to such an important commission. There is not a well-informed man anywhere who has been giving this Indian business any attention, who does not believe, with me, that Delano, Cowen, and Smith are at the head of the Indian ring.

In conclusion, I have only to say, if there is any man in the Peace Commission who does not by this time fully understand that Delano, Cowen, and Smith are at the head of the Indian ring, I am forced to the conclusion there are none so blind as those who do not want to see. I repeat that the charge that I ever failed to carry out a contract that I made with the Government is a deliberate falsehood, made to defraud, and the officer of the Interior Department who made the statement before your commission knew, when he made it, that what he said was untrue.

Now, sir, to make the matter plainer, I will inform you that I never had a contract with the Government other than chartering boats during the war. I have been interested in contracts made with the War Department for transportation, but in no instance have I or any one connected with me failed to carry out to the letter every agreement entered into. For the truth of this assertion, I refer to General D. H. Rucker, assistant quartermaster-general, Chicago, Ill. I, therefore, respectfully demand an immediate investigation of the false charges made against me, and also that the contract be set aside as having been obtained under false pretense.

Very respectfully, yours,

W. J. KOUNTZ.

General CLINTON B. FISK,  
*Chairman Board of Indian Commissioners, New York.*

No reply received to the above letter.

ALLEGHENY, September 11, 1875.

DEAR SIR: I wrote to Secretary Delano on the 31st of July last, demanding an investigation of frauds that have been practiced on the Government relative to contracts for the transportation of Indian goods and supplies. On the 12th of August I received a letter from Assistant Secretary Cowen, stating that my letter of complaint had been referred to the Board of Indian Commissioners, with a request that they should institute an investigation, and, in reply to Secretary Cowen's request to that board to investigate the matter, Assistant Secretary Cowen sends me the pert answer of the "chairman of the purchasing committee," as follows:

"NEW YORK, August 10, 1875.

"The purchasing committee of the Board of Indian Commissioners rejected the proposal of W. J. Kountz for transportation on account of alleged unsatisfactory fulfillment of previous contracts with the Government.

"E. A. HOYT,

"*Chairman Purchasing Committee.*"

Now, Mr. Hoyt, permit me to make an inquiry relative to your opinion, which inquiry you will answer squarely, as General Fisk has informed me that you are as square a man as I ever corresponded with.

Now, sir, Mr. Cowen informs me that he respectfully referred my complaints to the Board of Indian Commissioners, with a request that that board should institute an investigation. Now, sir, was that investigation instituted, as requested by Secretary Cowen, or did you take it upon yourself to entirely ignore the request of Secretary Cowen to investigate by simply stating that my bid for transportation had been thrown out on account of alleged charges made against me, &c.?



Now, sir, permit me to make a request of you, as chairman of one of the best commissions, and I think the very best, on this continent, which is to take care of and protect the interests of the wards of our nation, to wit, write to bankers, business men, and, if you please, ministers of the Gospel, in Pittsburgh and Allegheny, which is and has been my home for over forty-three years, relative to my standing as a correct and prompt business man.

I will refer you to Felix R. Brunot, of our city, being a person I presume you know well and favorably. If you find, by inquiry, that I am responsible and reliable, then decide whether the commission were justifiable in throwing out my bid, or even the bid of any man, on the bare assertion of any person that I have been unfaithful in carrying out former contracts, without giving me an opportunity to defend myself. I will here take occasion to say I never had a contract of any kind with the Interior Department; and the charge that I had failed was as false as it was intentionally malicious and intended to defraud.

Now, sir, assume the position that I am responsible and put in a bid in accordance to invitation for proposals, accompanied with a \$5,000 check, properly executed, did the Board of Indian Commissioners do right in throwing out my proposal, on the mere assertion of some person that I had failed in carrying out contracts, without ascertaining whether said assertions were true, paying nearly double the amount for transportation of the Indian goods that they would have had to pay had my proposal been honestly dealt with?

I do not propose to ask anything that is not entirely square, and I am determined, by the help of God, to persevere in my inquiries until I ascertain who is disposed to deal honestly and correct errors, even though made by themselves. And I will here again ask that the request of Assistant Secretary Cowen, asking that an investigation might be instituted before the Board of Indian Commissioners, and, in conclusion, I will respectfully request that you give me the name of the person or persons who reported to the Board of Indian Commissioners that I had ever failed to carry out any contract I entered into with the Government.

Yours, respectfully,

W. J. KOUNTZ.

Hon. E. A. HOYT,  
*Board of Indian Commissioners, New York.*

Reply herewith attached.

BOARD OF INDIAN COMMISSIONERS, WASHINGTON, D. C.

NEW YORK, *September 16, 1875.*

DEAR SIR: Your letter of the 11th instant was duly received. Your letter of July 31 was referred by the Department to me, as chairman of the purchasing committee, and I made the indorsement of August 10, 1875, as quoted by you.

When this board met here on the 27th of April last, it was unanimously determined not to consider any bid that did not fully comply with the terms of the advertisement, nor to consider the proposals of any bidder who had failed to fulfill satisfactorily any previous contract with the Government. You will notice that this was not confined to the Department of the Interior. When your proposal was read, a gentleman present stated as of his own knowledge that you had failed to perform a contract with the War Department to its satisfaction. On this statement your proposal was laid aside and not referred to subsequently.

I do not feel at liberty at present time to give you the name of the gentleman on whose information we acted. Whenever you institute any proceeding, and call any member of this board to the witness-stand, you could get at the subject of your inquiry by a proper method, or you can present the matter in person to this board at its regular meeting in Washington in November next.

You will please be assured there is no disposition on my part to throw a straw in the way of any investigation you may think proper to make. If the information on which we acted should prove to be erroneous, I should like to be advised of the fact.

Very respectfully, yours,

E. A. HOYT,  
*Chairman Purchasing Committee.*

W. J. KOUNTZ, Esq.

ALLEGHENY CITY, PA., *December 22, 1875.*

DEAR SIR: On the 27th of April last, agreeably to a circular, "Proposals for the transportation of Indian goods and supplies," dated, "Department of the Interior, Office of Indian Affairs, March 27, 1875," I put in a bid, at New York, which in every particular complied with said circular, for the Indian transportation, which was the lowest bid put in, but was not awarded the contract. The contract was awarded, however, to C. D. Woolworth at a much higher price than the rates contained in my bid.

My object in bringing this matter to your notice is, that you will please ask for an investigation of this matter, as the Government has been mulcted of a large sum of money,

and great injustice has been done to me, and I stand ready to come forward at any time and make good the charge made, that the Government has been defrauded out of a large sum of money.

Below you will find a comparative statement of the rates at which the contract was made with C. D. Woolworth, a man who did not own a steamboat in the world, and the rates contained in my proposal for the same service, and it is useless for me to say to you that I was better prepared to carry out this contract than any steamboat owner on the western rivers.

You will see by the comparative statement that the difference between my proposal and Woolworth's contract is large, and certainly ought to convince any one that gross injustice has been done.

*Statement.*

| W. J. Kountz's proposal.                 | C. D. Woolworth's contract.              | Difference in favor of W. J. Kountz. |
|--|--|--------------------------------------|
| From Sioux City to—                      | From Sioux City to—                      |                                      |
| Santee agency.....\$0 30 per 100         | Santee agency....\$0 35 per 100          | \$0 05 per 100.                      |
| Ponca agency..... 30 per 100             | Ponca agency.... 40 per 100              | 10 per 100.                          |
| Yankton agency.... 30 per 100            | Yankton agency.. 50 per 100              | 20 per 100.                          |
| Fort Randall..... 30 per 100             | Fort Randall..... 60 per 100             | 30 per 100.                          |
| Brulé agency..... 50 per 100             | Brulé agency..... 80 per 100             | 30 per 100.                          |
| Cheyenne agency... 70 per 100            | Cheyenne agency.. 1 10 per 100           | 40 per 100.                          |
| Standing Rock agency..... 75 per 100     | Standing Rock agency..... 1 20 per 100   | 45 per 100.                          |
| Fort Berthold..... 1 00 per 100          | Fort Berthold..... 1 40 per 100          | 40 per 100.                          |
| Fort Peck..... 1 40 per 100              | Fort Peck..... 2 00 per 100              | 60 per 100.                          |
| From New York to—                        | From New York to—                        |                                      |
| Sioux City..... 0 69 per 100             | Sioux City..... 0 80 per 100             | 0 11 per 100.                        |
| Santee agency..... 95 per 100            | Santee agency.... 1 15 per 100           | 20 per 100                           |
| Ponca agency..... 1 05 per 100           | Ponca agency.... 1 20 per 100            | 15 per 100.                          |
| Yankton agency.... 1 05 per 100          | Yankton agency.. 1 30 per 100            | 25 per 100.                          |
| Crow agency, Mont. 4 72 per 100          | Crow agency, Mon 6 03 per 100            | 1 33 per 100.                        |
| Blackfeet agency, Mont..... 3 15 per 100 | Blackfeet agency, Mont..... 4 55 per 100 | 1 40 per 100.                        |
| Fort Belknap, Mont. 3 22 per 100         | Fort Belknap, Mont 4 55 per 100          | 1 33 per 100.                        |

I also proposed to transport the Indian goods and supplies from New York to Spotted-Tail agency at \$3.47 per 100 pounds, and I have every reason to believe a contract was made with D. J. McCann to transport these goods from Fort Randall to Spotted-Tail agency at a higher figure than my proposal from New York, and by adding C. D. Woolworth's rate, 80 cents per hundred, from New York to Sioux City, and 60 cents per hundred from Sioux City to Fort Randall, where the supplies leave the Missouri River for Spotted-Tail agency, will show \$1.40 per hundred, which is to be added to McCann's rate. A thorough investigation of the transportation contracts as let at New York last April will show that large frauds have been committed upon the Government, and permit me to say that the facts can all be arrived at by calling upon the Returns Office, Department of the Interior, for copies of all the bids and contracts made for the transportation of Indian goods and supplies.

The contract made with George W. Cass, receiver of the Northern Pacific Railroad, for the transportation of Indian goods and supplies, was at much higher figures than my bid for the same service.

By giving this matter your personal attention you will very much oblige me, and perhaps prevent the Government from being further defrauded, as the contracts of C. D. Woolworth and others run until June 30, 1876.

Yours, truly,

W. J. KOUNTZ.

Hon. ALEX. G. COCHRANE,  
House of Representatives, Washington, D. C.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., February 2, 1876.

WALTER A. BURLEIGH sworn and examined.

By Mr. WILSHIRE :

Question. State your name, age, residence, and occupation.—Answer. Walter A. Burley; thirty-five years of age; reside at Yankton, Dakota Territory. By profession, I am a physician, but I have not practiced my profession for several years.

Q. State what you have been engaged in while residing in Dakota.—A. I was sent out by Mr. Lincoln, in 1861, to take charge of the Sioux Indians. I continued in charge until 1865. I was elected to Congress and served four years.

Q. Then, from 1861 to 1865, you were connected with the Indian Department there?—A. Yes, sir.

Q. Please state what you know in regard to the management of Indian affairs while you were connected with the Department, or since.—A. I do not know of any irregularities when I was in charge.

Q. Do you know of any since then?—A. I do not. I have heard a good deal of talk, but since that time I have had very little to do with the Indians, except occasionally when I have furnished them with flour, cattle, &c., but aside from that I have had very little to do with them since 1865. I have been engaged in farming.

Q. What tribes are there above the section of country in which you reside?—A. The Santee Sioux in Nebraska, and the Poncas and Yanktons.

Q. Have each of those tribes an agency?—A. Yes, sir. All the bands of Sioux should be on the Sioux reservation. A portion of them, however, are settled in Minnesota. The Big Sioux were set apart by treaty about 1867.

Q. Have you ever furnished supplies to those agencies?—A. Yes, sir; I have furnished flour and cattle.

Q. How long ago?—A. About 1867.

Q. Do you know anything about the Red Cloud agency?—A. I know where it is located.

Q. Do you know anything about the management of the agency?—A. I do not. I have not been there since it has been located. It is located very remote from the base of supplies. The expense of getting supplies there is very much greater than getting them to the other agencies.

Q. You have stated that you did not know anything personally in regard to the agencies; what you know is of a hearsay character. What is your impression from the general information you have received?—A. I have formed the opinion that those remote tribes were managed in a very expensive manner, to say the least, on account of the expense of getting supplies; and I have never believed that there were as many Sioux Indians as reported. I do not believe that they will exceed 28,000, men, women, and children.

Q. What are they reported at now?—A. As high as 15,000 warriors. Counting one warrior to a lodge, that would amount to about 75,000 men, women, and children. I have had good opportunity to compute their number, but I cannot do it with accuracy.

Q. Please state if you know anything about the manner that the supplies are distributed, whether in a judicious manner or recklessly.—A. I cannot answer that question except from general rumor. I have no doubt that there has been money made in supplying the Indians. This system which prevailed was to take supplies up before they had scales and taking the average weight, but when the Army came to take charge of it up there, I think that every pound of flour was weighed. It has been the system of Army officers to hold the contractors to strict account. But I only speak from general rumor.

Q. How recently have you been furnishing supplies?—A. I do not think I have furnished any since 1867, but I do not recollect exactly.

Q. State if you know anything about what has been the character of supplies within the last two or three years.—A. The cattle have been Texas cattle almost exclusively. The flour has been ordinarily good. I guess it contains as much nutriment as any other. It is made out of ordinary yellow corn. The pork is also pretty good. The clothing I know nothing of; it is bought in the East and shipped out there.

Q. Do you know anything about that investigating commission which went out there?—A. No, sir; I do not know anything about it.

Q. Do you know of any person who would be likely to know any fact in regard to the management of affairs there?—A. At the Red Cloud agency?

Q. Any of those agencies?—A. No, sir; I do not.

Q. Does your knowledge of Indian affairs extend only to Dakota Territory?—A. Yes, sir.

Q. Do you know anything about the manner in which contracts are executed?—A. I do not know anything about it.

Q. I would like to have you state the quality of those cattle which have been furnished during the last year or two—whether they were good cattle or ordinary or very inferior.—A. I should say that they were about an average of Texas cattle. I have seen several herds of them. During the grass-months the beef is good, but by spring some of it gets very poor.

Q. Do the contractors feed them on anything?—A. Sometimes they feed them on hay,

but generally not. I do not believe that those cattle would live on dry hay. They have buffalo-grass.

Q. Has it been the practice to issue those poor cattle?—A. They issue them if the agents purchase them.

Q. The agents pay so much a pound for them on the hoof?—A. Yes, sir; they weigh them.

Q. Are they purchased in large quantities?—A. I do not know. Mr. Paxton had charge of the cattle-contracts.

Q. Did he have charge of it for the Government?—A. No, sir; for contractors.

Q. If you know anything else, I would like to have you state it.—A. I do not know anything of my own knowledge. I think there is a more economical way of managing Indian affairs.

Q. You think there is?—A. Yes, sir.

Q. We would be glad to have you give your opinion.—A. I think that they ought to be taken from the Interior Department and turned over to the War Department.

Q. You have reference to the wildest tribes?—A. I mean all the tribes. Get rid of the Indian Department, and let the Army officers, who have not anything to do, discharge the duties of Indian agents and clerks; and let the Christians, if they want to civilize the Indians, go on their own hook. I think it will save the Government \$1,500,000.

Q. Do you think it would be best for the Government to bring the wild Indians to some point for supplies and confine them there?—A. Yes; just select the necessary localities, and place the necessary garrisons there, and keep them there.

Q. Do you know that country well enough to be able to state as to whether those Indians, if left to roam out in the wilds, could sustain themselves?—A. They could not; they must remain paupers.

Q. They must be fed and supported by the Government?—A. Yes, sir.

By Mr. PAGE:

Q. You were formerly a Delegate?—A. Yes.

Q. How long have you resided in Dakota Territory?—A. Since 1861. I think I went out on 1st May, 1861.

Q. State what opportunity you have had for observing the transportation of supplies.—A. I have been there for several years past.

Q. Do you know W. J. Kountz, of Allegheny City?—A. Yes, sir.

Q. What connection had he with the steamboats on the Missouri during the last ten years? What was the character of the boats used by him during that time?—A. He owned several boats there in 1873. He was engaged in 1873 to some limited extent in carrying supplies. I recollect very distinctly in 1873 being present at the loading of one of his boats to go up the river to Fort Rice. The river was pretty high, and, when they let go the lines, the boat drifted down the river. They said that some of the machinery was out of order. It took two or three days to repair her, and then she started again and had to come back again. I was standing with the captain while they were loading the boat, and he said he would not stake his reputation as a steamboat man on the seaworthiness of the boat.

Q. Did Mr. Kountz have any contract with the Government, directly or indirectly, at that time?—A. He had one in 1868.

Q. You think Mr. Kountz had an interest in this contract?—A. I have no doubt of it.

Q. Was the name of the party who had the contract Hazelton?—A. Yes, sir.

Q. On what boats were the freights carried by Mr. Hazelton under that contract; on Mr. Kountz's boats?—A. I cannot state positively, but I think some of them were.

Q. State what you know of the manner in which the service was rendered in 1868.—A. I do not think it was satisfactory. I had nothing to do with it at that time.

Q. What other contracts since 1868 has Mr. Kountz had with the Government?—A. My impression is that one year he had the Indian contract, but I cannot give the year.

Q. Do you know the character of the boats which Mr. Kountz had in 1875?—A. He bought a boat in Pittsburgh that year which was without machinery. She had a good hull.

Q. With the exception of that boat, he had no boat which you would carry freight in?—A. No, sir.

By Mr. SPARKS:

Q. Do you know of his making arrangements for a better class of boats in 1875?—A. He always had the idea that his were the best boats in the world.

Q. From your knowledge of Mr. Kountz and the manner in which freights were transported on his boats, would it have been safe, in your judgment, to have awarded him a contract for freight at any time during the past three years?—A. I do not think it would; they were not adapted for the trade.

Q. You do not regard him as responsible?—A. I do not.

Q. If you were acting on behalf of the Government in letting contracts for supplies for the War Department, would you, from your knowledge of Mr. Kountz's ability, award him a contract?—A. I would not.

- Q. You went to Dakota in 1861?—A. Yes.  
 Q. As Indian agent?—A. Yes.  
 Q. How long were you Indian agent?—A. Till 1865.  
 Q. You have been Delegate to Congress?—A. Yes, sir.  
 Q. I want you to give your opinion touching the propriety or impropriety of moving the control of the management of Indian affairs from the Interior to the War Department.—A. I think it will be better for the Indians and better for the people of the Territory. Men who go into the Army and who are sustained by the Government are more reliable as a class than those men who are sent out as political friends.  
 Q. You are familiar with the modes of appointment?—A. Yes, sir.  
 Q. What class of officials do they generally get—competent or incompetent?—A. They send some good men and some poor men.  
 Q. In the main how are they?—A. Average men of ordinary intelligence.  
 Q. How would they compare with those selected by the War Department?—A. I don't think they would compare with them.  
 Q. The Army would be superior?—A. Much superior, sir.  
 Q. What would be the saving, if any, to the Government by giving the control of the Indians to the War Department?—A. I think \$1,500,000. It would save the entire expense of the Indian Bureau, which has been very expensive. They will detail the soldiers to do the work. They will get their supplies cheaper, transportation cheaper, and the work better done.  
 Q. And of better quality?—A. Yes, sir.  
 Q. How about the promptness in getting supplies compared with the present method?—A. I think there would be a great difference.  
 Q. In favor of the Army?—A. Yes, sir.  
 Q. If you did away with the Indian Bureau, would not that incur a greater expense on the War Department?—A. Not a dollar. I brought up a bill when I was in Congress, and I think my suggestion was to detail an officer of rank as Commissioner of Indian Affairs, and officers not below the rank of lieutenant as agents. I went through the thing in detail, but it was not carried out.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., February 2, 1876.*

C. W. FOSTER sworn and examined.

By Mr. PAGE:

- Q. State your name, age, residence, and occupation.—A. Charles W. Foster; age 47, and am a soldier in the Army; am quartermaster and brevet colonel.  
 Q. What had you to do, if anything, in regard to the transportation of army supplies in 1875?—A. I was shipping quartermaster in 1872, 1873, 1874, and 1875.  
 Q. Was Mr. Kountz a bidder in his own name?—A. He was a bidder, but not in his own name. I understood that other bids were made for him. I know that his confidential clerk made a bid in 1873.  
 Q. Was any contract made with Mr. Kountz, or any person supposed to represent him, in 1875?—A. No, sir.  
 Q. Did you make any investigation or report any fact in regard to the ability of Mr. Kountz for any contract for the transportation of freight in 1875, or in regard to the character of his boats?—A. I was called upon by the War Department to give my opinion as to the character of his boats.  
 Q. When?—A. In March, 1875, I think.  
 Q. What was the substance of your report, or the conclusion in regard to his ability to fulfill contracts?—A. I reported that Captain Kountz controlled some five boats. Two of them, the Mollie Moore and Katy Kountz, were large boats, and could do very good work when the river was high, but after the first of August they could not be relied upon. Then, with regard to the other three, the May Lowry, the Mary Kountz, and the Fontenel, I reported them to be worthless for our business.  
 Q. This is the report you made to the War Department?—A. Yes. For instance, once the May Lowry, after having been loaded, broke down within 200 miles, and her cargo had to be transferred. The same thing happened on the second attempt, and it was not till the latter part of July that she got away with her third cargo.  
 Q. Very much to the annoyance of the War Department?—A. Of course it was.  
 Q. What experience did you have with the Kountz boats in 1875 or at any other time?—A. We had nothing to do with the Kountz boats after 1873.  
 Q. The experience you had was simply what you have detailed?—A. Yes, sir.  
 Q. From that experience what was your opinion in the spring of 1875 of the propriety of giving a contract to Mr. Kountz for transportation of freights?—A. My opinion was that it would imperil the Department. The carrying of supplies on the Missouri River is always a

question of time. You have to know when you are going to have the freight. Now, his boats broke down so frequently that I never could make a calculation as to time. We could be certain, perhaps, that he would deliver the freight, but that is not sufficient.

Q. You stated that from your experience with Mr. Kountz and his ability to perform a contract, and from your knowledge of his boats, you think the Government service would be imperilled if it awarded him a contract?—A. Certainly it would.

Q. Did you state that to the board which had that under consideration?—A. I did not know that there was any board.

Q. I mean the board which awards those contracts.—A. They are awarded by the chief quartermaster of the division, and sent to the Secretary of War for approval.

Q. Now, if he would fail in the transportation of supplies, would it be a reasonable suspicion that, from the character of his boats, it would equally apply to Indian supplies?—A. I suppose the question of time is as important for them as for us.

Q. In your capacity as a Government officer, having in view the welfare of the Government, would you, from your experience, have awarded him a contract?—A. No, sir.

Q. Whether he was the lowest bidder or not?—A. No, sir.

By Mr. WILSHIRE:

Q. I ask you to state something about the character of that river—at what seasons of the year the water is high and at what low, and everything which governs officers there in making contracts.—A. We have two high waters. We have high water occasioned by the melting of the snow and breaking up of the ice; then it goes down until about 1st June. Then we get a rise from the mountains, and the river rises some 20 or 25 feet. The current at such times is very rapid, and the boat that can get up against it has got to be a good boat.

Q. I understand you to say that you did not regard Kountz's boats as being safe, or of sufficient power to stem that current in high water.—A. There were three of his boats I did not regard as strong enough. They would not necessarily sink, but the question of time enters into every movement out there. For instance, you might want to transport troops at a certain time. You get a boat, but you do not know whether or not she will arrive on time, and delay may disarrange everything. You have to do it quickly.

Q. Please name the three boats which you regard as not sufficiently strong.—A. The May Lowry, the Fontenel, and the Mary Kountz.

Q. What were the names of the good boats?—A. The Mollie Moore and the Katie Kountz would do very fair work on high water. They are very large boats, and, although slow, can be counted upon to do good work on high water. The Mollie Moore can do as well as any boat on the river.

Q. In making contracts, is the ability of the bidder and the means of executing the contracts taken into consideration?—A. I cannot say.

Q. Did the Department call on you at any time to report as to the character of the boats?—A. I was called upon in 1875. He had added one new boat, but she was only a boat existing in public rumor. I heard that such a boat was coming, but she had not come out on the river.

By Mr. LANE:

Q. Was your information, in 1875, for the benefit of the War Department or Indian Department?—A. I suppose for the Indian Department, for the reason that Kountz had nothing to do with the Quartermaster's Department.

Q. Did not Mr. Kountz faithfully consummate every contract for transportation in 1873?—A. So far as I know, Kountz had no contract in 1873, but put his boats on Mr. Dalas's line. I am just speaking of what his boats did that summer. He had not any contract himself.

Q. You have spoken of his having, on one or two occasions, to transfer the cargo of the May Lowry to another boat. Was that done at the expense of the Government or of Mr. Kountz?—A. At the expense of the contractor. It was a great annoyance, however.

Q. Can it be that the question of time is as material in the Indian Department as in the War Department?—A. I cannot say that it is so.

Q. Do you understand that any extraordinary emergency could arise in the delivery of Indian supplies?—A. I cannot say. It does not appear to me that the question of time would be so important as with the War Department. It would not be so frequently a question of importance, but there might be times when it would be important.

By Mr. PAGE:

Q. Whenever a man has been a bidder for carrying out any contract for the War Department, and it is a failure, and it is known to the Department that his boats are not trustworthy, would the Department, under the circumstances, award him the contract?—A. The bidder may have acquired such a reputation that his bid will never be entertained.

Q. Do you regard that the character of Mr. Kountz's boats is so unseaworthy as to justify the Department in rejecting any bid coming from him?—A. I would not say that the boats were unseaworthy, but unreliable.

Q. Unreliable as to time?—A. Yes, sir.

By Mr. SPARKS:

Q. I want to ask you about the Fontenel. Was it one of the boats that failed to make time?—A. No, sir. I stated that I never shipped anything on her.

Q. Her reputation was not good?—A. No, sir.

Q. Don't you know that that boat was used in this trade last summer?—A. I don't know.

Q. State to the committee if you don't know that all, or a part, of those boats have been used by parties carrying freight since that time.—A. I do not think they used last summer. The boats used were the Silver Lake and the Nannie Fletcher. The Fontenel was not used.

Q. I think she was.—A. I do not think so.

Q. Either for Indian or war freight?—A. It is possible that the party who had the contract last year might have given the transportation to Kountz.

Q. I am speaking of 1874. Was the Fontenel used in 1874?—A. Not for the War Department. She may have carried supplies for the Indian Department. I was called upon in 1875 to give the character of the boats in 1873; and from what I have seen of them since I have not changed my opinion.

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COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., February 2, 1876.*

WALTER A. BURLEIGH re-examined.

By Mr. LANE:

Question. Do you think it is as necessary to be prompt in transporting Indian supplies as in transporting military stores?—Answer. I think it is much more important. I have known Indians to starve to death on account of delay in transporting supplies. I recollect once when the goods were not brought up in time on account of low water, the Indians became almost unmanageable, and threatened to kill all the whites about the agency. It is a very important thing to be prompt, and when promises are made they should be carried out. A great deal of trouble has arisen in consequence of promises having been made and not carried out.

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COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., February 2, 1876.*

E. P. SMITH sworn and examined.

By Mr. PAGE:

Question. Please state your age, name, and the position you held in the Indian Department.—Answer. Edward P. Smith; 46 years of age; late Commissioner of Indian Affairs.

Q. Were you a member of the board which awarded the contract for the transportation of Indian supplies in 1875?—A. No, sir; I was not a member of the board, but I was present at their meeting.

Q. Do you know Mr. Kountz?—A. Yes, sir; I have met him.

Q. Did he make a bid?—A. Yes.

Q. Was his bid rejected?—A. Yes.

Q. Why?—A. From information before the committee as to the character of his boats and the service which he had rendered to the Northern Pacific Railroad and to the War Department.

Q. Is there anything else you know in connection with that matter?—A. No, sir.

Q. You say his bid was rejected on account of the character of his boats and a fear on the part of the commission of his inability to perform his contract?—A. Yes, sir.

By Mr. WILSHIRE:

Q. What was the character of the information?—A. On my own part, it was from a conversation with parties who had suffered from his service.

Q. You stated that you had information also from the War Department. Was that information from an individual connected with the Department, or was it an official communication?—A. It was not an official communication to myself.

Q. Was there an Army officer present at the time, who gave information?—A. Not that I know of.

Q. Had that board anything to do with the awarding of contracts?—A. Yes, sir; they were empowered to examine bids, and to act as an advisory board, and to make awards.

Q. They, together with you, made the award?—A. It was made under their direction.

Q. Was General Cowen a member of that board?—A. He was not a member of the board, but he was present as a representative of the Department.

Q. Did he inform the board in regard to Mr. Kountz's responsibility?—A. He gave his impressions.

Q. Were you perfectly satisfied, from the information you had before you, that the Government would incur a risk in awarding contracts to Kountz?—A. I had no doubt about that.

Q. Did the board express the same opinion?—A. I do not know, sir, except by their action. They could not have had any other reason for their action.

Q. There was a very great difference, was there not, between the bids of Kountz and those of the parties to whom the contract was awarded?—A. Yes, sir.

Q. Don't you think that the difference was so great that the Government should have run a little risk in awarding the contract to Kountz?—A. I hardly think so.

By Mr. PAGE:

Q. You say that there was a great difference between Mr. Kountz's bid and the bid on which the contract was awarded?—A. Yes, sir.

Q. How much?—A. I cannot say.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., February 3, 1876.

General BENJAMIN C. CARD, sworn and examined, testified:

I am chief quartermaster of the Department of Dakota; I am a brevet brigadier-general in the Army; I reside at Saint Paul, Minn.

By Mr. WILSHIRE:

Question. Have you been within the last few years stationed on the Missouri River at any point?—Answer. I have not been stationed on the Missouri, but the waters of the Missouri run through my department, which consists of Dakota, Minnesota, and Montana.

Q. Please state what you know in regard to the awarding of contracts for the transportation of Indians supplies in that region.—A. I know nothing in regard to the awarding of contracts for the transportation of Indian supplies.

Q. State, then, what you know about Mr. William J. Kountz as a contractor, and as to his ability to execute contracts on the Missouri.—A. Mr. Kountz has never had any contract under my direction.

Q. Has he had any contract that you know of with the Government, or been interested in any contract for the transportation of supplies?—A. I learned that he was interested with a Mr. Coulson in the summer of 1873, in a Missouri River contract. He told me that he put in certain boats; since then, I have not known of his having any river contracts.

Q. Go on and state what you know about his ability, or the ability of his boats, to do that service.—A. Last year the Secretary of War called on me to ascertain and report as to the character of Mr. Kountz's boat. I had learned officially and otherwise as chief quartermaster, that the boats were not suitable for the service of that river, by reason, either of the boats being subject to accident, or bad management, and necessarily causing great delay. I made such a report to the Secretary of War, based upon the reports that I received.

Q. That report that you made, you considered to have been a fair report of the whole matter?—A. I do.

Q. Have you a copy of that report?—A. I have a copy of the call made by the Secretary of War, and of my answer. It was before the contract was awarded for transporting Army supplies.

By the CHAIRMAN. In view of awarding these contracts?—A. Yes; it was in connection with that. I think the Secretary's telegram to me will show that fact.

By Mr. WILSHIRE:

Q. Do you know anything with reference to the ability of Mr. Kountz to execute that contract, in case it had been awarded to him, independent of these reports?—A. I do not, sir; I know nothing of it.

Mr. PAGE. (Inspecting the papers produced.) Here is a report signed by Mr. Bradley.

The WITNESS. He was one of my assistants. He was stationed at Bismarck, one of the initial points for transportation on the Upper Missouri. He was my shipping officer there.

The witness read the telegram and the reports as follows:

(Telegram.)

WASHINGTON, D. C., March 10, 1875.

General B. C. CARD,

Chief Quartermaster Department of Dakota, Saint Paul, Minn.:

Please advise with Captain Bradley, and give me your opinion as to the responsibility and condition of the boats owned by Captain Kountz on the Missouri River, the award of contract on that river being under consideration.

W. W. BELKNAP,  
Secretary of War.



(Telegram.)

HEADQUARTERS DEPARTMENT OF DAKOTA,  
OFFICE CHIEF QUARTERMASTER,  
Saint Paul, Minn., March 10, 1875.

To the Honorable the SECRETARY OF WAR,  
Washington, D. C.:

Captain Bradley reports that the May Lowry, Katie P. Kountz, Peninah, and Fontenelle, the steamers of the Kountz Line, on the Upper Missouri River, last summer were all in bad condition; they met with repeated accidents, and their trips were of great length. The judgment of the commercial community at Bismarck, and of Captain Bradley is, that those vessels were not equal to satisfactory service on the Upper Missouri. Placing great reliance on Captain Bradley's judgment, knowing how well and carefully he rendered service at the shipping point whence these vessels started, I concur in his opinion.

I also know that other officers are free to express the opinion that from their knowledge of these steamers, both last season and the season previous, they were not well suited to our business.

BENJ. C. CARD,  
Chief Quartermaster.

ASSISTANT QUARTERMASTER'S OFFICE,  
CORNER WABASH AND FOURTH STREETS,  
Saint Paul, Minn., March 10, 1875.

Major BENJ. C. CARD,  
Chief Quartermaster, Department of Dakota, Saint Paul, Minn.:

MAJOR: In accordance with your verbal request, asking for information in regard to the steamers that were used by the Kountz Line on the Upper Missouri River last summer, I have the honor to make the following report. The line was composed of the following steamers, viz: May Lowry, Katie P. Kountz, Peninah, and Fontenelle. They were all in bad condition, and the repeated accidents, and the length of time it required to make their trips, they were considered by the commercial community as not equal to the service on the above river, in which opinion I concur.

Very respectfully, your obedient servant,

G. W. BRADLEY,  
Captain, A. Q. M. U. S. A.

By Mr. PAGE:

Q. This report was made in 1875, while this contract for the transportation of Indian supplies was under consideration by the Department?—A. I cannot speak as to that.

Q. The telegram states that?—A. No, sir; I infer from that that the transportation contracts for the transportation of war-supplies was under consideration.

Q. Do you know personally, of your own knowledge, anything in reference to the condition of Mr. Kountz's boats in that year?—A. I do not; only from the reports of my subordinates.

Q. From that report and the knowledge that you had, coming from the reports of your subordinates, would you, acting in behalf of the Government with this information in your possession, have awarded any contracts to Kountz?—A. Not for that service with those boats.

By Mr. WILSHIRE:

Q. Do you know any other reason why the contract should not have been awarded to him, except the condition of the boats?—A. I do not, sir, except the condition of the boats.

Q. I believe you stated that you knew nothing about his ability?—A. No, sir; I know the man very well.

By Mr. SPARKS:

Q. Do you know whether those identical boats, or any of them, were used in the transportation or conveyance of this identical freight afterward?—A. I think not, sir.

Q. Were they in the river?—A. Yes.

Q. You think they did not transport any freight. The contracts were let to somebody else; but did not those boats perform a portion of the service?—A. I am almost positive that they were not used.

Q. But they did run in the line?—A. They ran in the river; some of them, at least, did.

By Mr. BOONE:

Q. Did you recommend the letting of the contract to the parties who did get it?—A. I did not, sir. The contract was made by the chief quartermaster of the division, General Rucker.

Q. Were you apprised of the amount that was bid for that transportation?—A. The rate of the bids; no, sir.

Q. You have no idea how the contract was let, as to whether it was at an extravagant rate or not?—A. No, sir; only that after the contracts are awarded, I am furnished with copies of them for my guidance.

Q. You, as chief quartermaster of the department, had nothing to do with the awarding of contracts?—A. No, sir.

Q. I will ask you whether or not, to your knowledge, in the awarding of contracts all parties, of whatever political faith they may have been, were treated fairly, or whether contracts were awarded to parties on account of their party affiliations, or not?—A. I do not think anything of the kind is ever done. It seems impossible to do it.

Q. Was inquiry ever made of you, or of any person to your knowledge, as to what were the political affiliations of any of the parties who bid for those contracts?—A. Never, sir; never. The bids are opened in the presence of the public; they are invited to be present; an abstract is made and exposed to public view.

Q. You have seen the price that was to be paid for the transportation since the contract has been awarded?—A. For the supplies to the Army.

Q. You are also familiar with what it would be reasonably worth to make that transportation?—A. Yes, sir.

Q. I would like to know whether, in your opinion, the rates as awarded are not exorbitant?—A. I do not think they were, sir. I am speaking of the Army contracts. I do not know about the other contracts.

Q. You do not know the rates for carrying the Indian goods?—A. I do not, sir.

By Mr. PAGE:

Q. You do not think the contract for transportation of war-supplies was exorbitant at all?—A. O, no,

By Mr. WILSHIRE:

Q. Can you state about what is being paid per hundred pounds from given points on the Missouri River?—A. I cannot, sir. The abstract is a very large one. I have the papers with me, but I did not think to bring them down here this morning. I did not know that that would enter into the examination at all. It is impossible to carry them in one's mind. They make up two very large sheets—different rates in different months and to different points; different per pound freights, different for horses, different for wagons, carts, ambulances, different for enlisted men and officers.

Q. Those can all be obtained at the War Department?—A. Yes, sir.

By Mr. SPARKS:

Q. Can you state as to the solvency or ability of this man Kountz?—A. I cannot.

Q. Well, do you take for granted because a man has some boats in the river which are not precisely adapted to the river trade, that although the man be perfectly solvent and responsible for his contracts, he must necessarily carry in those particular boats?—A. No, sir, not necessarily.

Q. It seems that you went off merely upon his boats. You did not say anything about the character of the man at all?—A. No, sir; that was the only question that came to me for investigation, the character of the boats.

Q. Well, if the boats had been unfit for the service and the man was responsible, would you not have his bonds to fall back upon?—A. Yes, sir; but I think it is required that the contractor shall name the boats he proposes to use.

Q. Is that required?—A. It was in that year. I am not positive. I have not a copy of the advertisement here, but it can be had. When you know the nature of that service you will see the necessity for it, because we have to do our work in a very few months in the year, or it is very disastrous. It is only a very few months in the year that the boats can ascend to the higher points on the river, and if they fail the troops either have to suffer or we have to send supplies around to Corinne by rail, and wagon them four or five or six hundred miles.

Q. Would not the contractor have to do that?—A. No, sir; the contract gives him certain months in which he is to perform the service.

Q. Then should he not be responsible for all the loss to the Government, he or his bonds?—A. I suppose so, but that does not meet the case. We have to have the supplies there. That he will pay for them in money does not feed the soldiers.

By Mr. PAGE:

Q. Is not the Government in the habit of refusing to let contracts to men that they believe to be unable to perform the service satisfactorily, even though their bonds might be satisfactory, because they do not wish to suffer the delay?—A. That would be a very important feature. I wish we had more latitude in that respect.

By Mr. SPARKS:

Q. Your opinion is that the contractors are required to state their means of transporta-

tion?—A. I think they were required to specify the boats that year. It is possible that I may be mistaken. I did not issue the advertisement; I am only speaking from my impression.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., February 24, 1876.

JOHN J. DEVENNY sworn and examined.

Question. State your name, age, residence, and occupation.—Answer. My name is J. J. Devenny. My headquarters are at Pittsburgh, though my family reside in Steubenville, Ohio. I am sixty-five years of age, and my occupation is that of Government supervising inspector of steam-boilers.

Q. Have you been engaged in that service long?—A. Ever since March, 1865, except for about three months.

Q. Are you acquainted with any of the steamboats engaged in business on the western rivers, as to their power and capacity?—A. I think so, sir.

Q. State if you are acquainted with any of the boats that were owned in 1875 by what is known as the "Kountz Line" of steamers.—A. I am familiar with all of the boats built by Mr. Kountz.

Q. Did you inspect any of his boats?—A. Not personally; there is a local board that does that, and I have to examine or supervise their report.

Q. State what you know about his boats as to their safety and capacity for transportation.—A. Well, sir, his boats are considered to be number one boats in every respect.

Q. That is their reputation?—A. Yes, sir; he has the reputation of building that class of boats best adapted to any special trade.

Q. Do you know the names of these boats?—A. Yes, sir; some of them. The Molly Moore, Katy P. Kountz, John F. Talle, and Yeager, are some of them; all of these are boats of the character I have mentioned, except the John F. Talle.

Q. Were they sufficiently powerful, as to steaming capacity, for the strong currents of such rivers as the Upper Missouri and Red Rivers?—A. Yes, sir; I should say they were.

Q. And in all other respects they were sea-worthy?—A. Yes, sir.

Q. How long have you known Mr. Kountz?—A. I have known him for about forty years.

Q. Have you been intimate with him and his business?—A. I have been pretty intimate with him generally, but don't know anything particularly about his business.

Q. Do you know him to be a man of responsibility and integrity of character?—A. I have never heard his responsibility questioned in anything he undertook to do.

Q. Do you know of his ever failing to perform any obligations he ever entered into?—A. No, sir, never; I have never heard of his failing to do so, except what I heard some witness here state. He is counted a very competent man to carry out anything he undertakes.

Cross-questions:

Q. Do you know anything of the business of the North Missouri, as to the character of boats required, &c.?—A. No, sir.

Q. You know nothing of it?—A. About the navigation; I know of boats having contracts on that stream, and I know Kountz had good boats.

Q. Have you ever been up there?—A. No, sir; I was never up the Missouri River.

Redirect:

Q. Mr. Devenny, among steamboat-men there is a means of information by which you can know without personal examination as to the character of navigable streams, is there not?—A. Yes, sir.

Q. From your information on that point, I understand you to say that you regard his boats as sufficiently powerful for that river?—A. Yes, sir; and I will state, from my knowledge of the man, (Kountz,) I think he knows exactly what is required for that business himself.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., February 24, 1876.

DE WITT C. CARROLL, sworn and examined.

Question. Mr. Carroll, state your age, residence, and occupation.—Answer. Forty-four years of age; Pittsburgh, Pa.; iron-manufacturer.

Q. As a manufacturer, do you manufacture boilers and machinery for steamboats?—A. I manufacture boilers and the appurtenances connected with them.

- Q. Are you acquainted with Kountz?—A. Yes, sir.
- Q. How long have you known him?—A. Well, my acquaintance dates back some twenty-five or twenty-eight years.
- Q. Have you ever manufactured any boilers for steamboats belonging to him?—A. Yes, sir.
- Q. Were you sufficiently acquainted with those steamers to state whether the boilers had capacity for steam-power sufficient for such streams as the Upper Missouri?—A. Yes, sir.
- Q. State your opinions.—A. I think I built some four boilers, and I believed them ample to furnish power to propel the boats up any navigable stream. The Katy P. Kountz was one of these boats, and there were also the John F. Talle, H. C. Yeager, and Carrie V. Kountz.
- Q. What was its age in 1875—that boat, the “Katy P. Kountz?”—A. I really could not say.
- Q. From your own knowledge of the boat and its machinery, state what you thought of the condition of that boat and its capacity in 1875.—A. It was in good order and serviceable.
- Q. She was not impaired by long running as to strength and boiler-power?—A. No, sir.
- Q. The boiler-power is the measure of the capacity of the boat?—A. Yes, sir.
- Q. Are you acquainted with the general management of the Kountz Line of steamboats, personally or by information?—A. I have heard it highly spoken of as to the character of the men, &c.
- Q. It has been generally regarded as a prompt and successful line, expeditious and faithful in the performance of its obligations?—A. I never have heard anything to the contrary.
- Q. If such complaints had been frequent, your acquaintance is such that you would have been likely to know it?—A. I think so, sir.
- Q. State what you know as to his pecuniary responsibility.—A. I never heard Commodore Kountz's financial standing questioned. He always paid me promptly, and I believe all the mechanics in the place who had done work for him. His standing as a man of character and financial ability has never been questioned.

Cross-examined:

- Q. Do you know anything of the navigation of the Upper Missouri River?—A. I have been up that river as far as the mouth of the Yellowstone, in 1852 or 1853, but not since then.
- Q. Have you ever been on his boats up there?—A. No, sir.
- Q. You built nothing but the boilers?—A. The boilers and appurtenances, up to the engine-room.
- Q. You had nothing to do with the wood-work?—A. No, sir.
- Q. Do you know that his boats are fit to navigate the Ohio?—A. Yes, sir.
- Q. Does it require any different kind of boat to navigate the Ohio from that required for the upper waters of the Missouri?—A. It requires a stronger boat to navigate the Upper Missouri River than any of the lower streams. The current is very powerful in the Upper Missouri, while in the Ohio the chief obstruction to navigation is from the snags. Boats on the Upper Missouri had to be doubly strengthened in their timbers.
- Q. Do you know anything of any failure to carry out, on their part, some transportation contracts?—A. No, sir.

Redirect:

- Q. You have stated that it requires heavier timbers for a boat on the Missouri than on the Ohio River; state now from your knowledge, after traveling up that river, if you regarded the boiler-power of the Katy Kountz as sufficient to navigate that stream?—A. Yes, sir; she made steam very well.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., February 24, 1876.

JOHN H. STEWART sworn and examined.

- Question. Mr. Stewart, please state your name, age, residence, and occupation.—Answer. I am forty-four years of age; reside at Pittsburgh, Pa., and am by occupation a clerk.
- Q. How long have you resided in Pittsburgh?—A. All my life.
- Q. Do you know Mr. Wm. J. Kountz?—A. I do, sir.
- Q. How long have you known him?—A. I cannot fix any exact time; I have known him so long that I don't recollect when I first knew him. It has been fully thirty years, though.
- Q. Are you acquainted with the steamboats of his line?—A. I have seen them, I think, all the boats named here to-day—the Carrie V. and Katy P. Kountz, John F. Talle, and so on. Those I have not seen I know by reputation as well as if I had seen them.

Q. State what you know as to their being suitable boats for the transportation of stores, &c., on the western waters.—A. I have reason to believe them in every way suitable. I have seen certificates from Government inspectors setting forth that they had complied with the requirements of the law, and that they were in good condition and suitable for the navigation of those rivers. I have seen also the certificate of the Government supervising inspector of steam-boilers, and also inspection-certificates, made under State laws, to the same effect. I have seen also quite a number of affidavits of experts, steamboat-men and others, some of whom had been officers at different times on these boats, testifying to their good condition and adaptability to the river-trade.

Q. That was their reputation in 1875?—A. Yes, sir.

Q. Are you a steamboat-man?—A. I have been in my life, but not since 1853, however.

Q. What do you know of Mr. Kountz as to his business standing, his reliability, &c.?—A. I have never heard it questioned until the matters connected with this investigation.

Q. Has he been quite an extensive business man?—A. Yes, sir; he is one of the most enterprising and thorough-going business men that we have in the country. He is public-spirited and competent, and has the reputation of having built some of the best boats, or boats best adapted to different localities, and some of the finest and largest that navigate the western waters—such a boat, for instance, as the City of Memphis.

At this point the committee adjourned.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., February 2, 1876.*

General CHARLES W. MEADE sworn and examined.

By Mr. PAGE:

Question. State your name, residence, and occupation.—Answer. Charles W. Meade; I reside at Saint Paul; for the last four years I have been general managing agent of Northern Pacific Railroad.

Q. How long have you been in your present position?—A. About four years.

Q. Are you acquainted with Mr. Kountz, of Allegheny City?—A. Yes, sir.

Q. What transactions have you had with Mr. Kountz in your capacity as manager of the Northern Pacific?—A. Mr. Kountz was running a line of steamers for us in 1873, under contract with the Northern Pacific, made by me.

Q. What was the general result of the business with Mr. Kountz?—A. It proved very disastrous and expensive to the Northern Pacific.

Q. What was the cause of that?—A. In my opinion, it was the quality of the boats, and the management of them in carrying out the business.

Q. From your knowledge of the character of the boats in spring of 1875, would you have entered into a contract with him to carry any considerable amount of freight at any time?—A. I would not.

Q. Would you, from the knowledge which you had of Mr. Kountz in the spring of 1875, acting in behalf of the railroad, have entered into a contract with him for war-supplies or Indian supplies?—A. During the season of 1874, we got into trouble with Mr. Kountz, in regard to settling up, and so we were not applied to. He knew he could not get any contract out of us.

Q. My question was this: from what you know of the character of Mr. Kountz's boats, and his ability to perform a contract, would you have entered into a contract with him?—A. I would not. His boats at that season were broken down and out of order all the time, and I complained to him. It would take his boats thirty hours to go where they should have gone in ten or fifteen.

By Mr. WILSHIRE:

Q. He did not perform his contract in regard to time?—A. There was no contract in regard to time. He did not do what other boats did that were running.

Q. Do you know anything about Mr. Kountz's responsibilities or liabilities?—A. Two years ago I thought he was rich. I have brought a suit for slander against him, and he has made the money out of his hands.

Q. There was a suit between you and Kountz?—A. There is a suit now pending in Saint Louis. It grew out of an article in the Saint Louis Times, commenting upon me, and I thought it was Kountz, and commenced the suit. There was a time when he was a confidant of mine.

Q. How long ago?—A. Three years ago.

By Mr. PAGE:

Q. You stated that you had a suit with Mr. Kountz. Would that prejudice you so strongly as to prevent your giving a fair statement as to the character of his boats?—A. No, sir.

By Mr. BOONE:

Q. How did the public regard his line of boats?—A. Most of the business people preferred the other line of boats.

Q. On account of the insufficiency of his boats?—A. On account of there being a better class of boats on the other line.

By Mr. SCALES:

Q. Suppose there was a great difference in the contracts and bids; what would you do in that case?—A. My opinion is that I would not make a contract with him, because I could do better.

By Mr. LANE:

Q. Do you attribute Mr. Kountz's insolvency to the presence of your suit against him?—A. I do not think that has anything to do with it at all.

Q. How is he regarded generally, as solvent or insolvent?—A. I do not know how he is regarded here; I only know how he is regarded in the community in which I am in.

Q. How is he regarded there?—A. He is regarded as being a wealthy man, but has put his property out of his hands.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., February 26, 1876.

DAVID S. STANLEY sworn and examined.

By Mr. WILSHIRE:

Question. Please state your name and occupation.—Answer. David S. Stanley, colonel of the Twenty-second Regiment of Infantry, United States Army.

Q. State whether or not, within the last four or five years, you have been stationed on any part of the Missouri River.—A. I have been on the river since 1866, stationed at Fort Sully, three hundred miles above Sioux City.

Q. What duty were you on there?—A. I was the commanding officer of the district, embracing a large part of Western Dakota.

Q. Was your position of such a character as to enable you to be familiar with the method of transporting troops, supplies, and stores, &c.?—A. I was familiar with such transportation in that department.

Q. During 1873 or 1874, what contracts were entered into for the transportation of troops and supplies for that department?—A. In 1873, the transportation was let to the Kountz Line of boats.

Q. What boats were they?—A. One was the May Lowery. I don't know that I could name them without taxing my memory.

Q. They were Kountz's boats?—A. Yes, sir.

Q. Did Kountz have the contract?—A. Yes, sir.

Q. Will you state now what you know of his capability to carry out his contracts, and why subsequent contracts for this service were not awarded to him?—A. Kountz's boats were regarded as unseaworthy; they were old, worn-out boats; they were so slow that no estimate of the time necessary to make a trip could be made. Great delays and inconveniences were occasioned in the Quartermaster's Department by the inferior qualities of Kountz's boats. I can say, certainly, that they are such boats as no underwriters would insure goods on the western rivers at usual rates.

Q. Have you ever made personal examination of his boats?—A. Yes, sir; I have made personal examination of all of them.

Q. Can you specify any particular instance in which there was a failure on the part of this contractor, or of his boats, to perform the conditions of his contract?—A. Yes, sir. In 1871 I was obliged to take troops and supplies off of Kountz's boats and put them on the Coulson Line, in order to meet my engagements to furnish an escort to the North Pacific surveying party. Again, in 1873, the fall of 1873, I was ten days making a trip down the river with troops—no; eight days—that I made sometimes in one day, but in two days at the farthest. That was owing to the steamboat being "hogged," I believe—that is, sunk down under the boilers, given out.

Q. (By Mr. TUFTS.) That is the result of being old and unseaworthy?—A. Yes, sir.

The WITNESS, (continuing.) I can state that much inconvenience was occasioned by the delay of supplies, but I cannot specify the date of any such failure.

Q. (By Mr. WILSHIRE.) I would ask you, General, if such delays have not been occasioned also by other lines of boats?—A. Well, I don't know of any delays in the transportation of troops. There may have been delays, because the navigation of the Missouri River is always uncertain, but the qualities of the steamboat usually determine the amount of such uncertainty. Old loggy steamboats, with little power and heavy draught, may naturally expect delays.

Q. What steamboat was that you referred to as being "hogged?"—A. The Stockdale—Ida Stockdale, I think. Another boat, called the Penina, I think, was the best boat he had.

Q. How old was that boat?—A. It was some ten or fifteen years old.

Q. Did you ever make any official report to the War Department in reference to these delays?—A. Yes, sir. I reported that I could not meet my engagements to furnish troops by the Kountz Line of boats, and would be compelled to change. He made a great deal of fuss about it, and claimed full pay for the whole time of his contract.

Q. Are you acquainted with Kountz personally?—A. No, sir; I never saw him in my life, though I have had the honor of being blackguarded in his paper.

Q. What newspaper is that?—A. The Pittsburgh Mail.

By Mr. TUFTS:

Q. You regarded his boats in such a condition that you would not have awarded him any contract for transporting goods?—A. Yes, sir; his boats were unseaworthy.

Q. If Kountz was pecuniarily liable, would it make any difference in the arrangement or award of these contracts?—A. It would not if the law could be carried out with reference to the liability of bondsmen, but it never is. I never knew a bondsman who was made to pay for the failure of the principal in such cases.

Q. Do you remember the names of the boats?—A. I have named some of them—the May Lowery, Stockdale, and Penina.

Q. Was the Katy P. Kountz one of them?—A. That made some trips, but it was not regularly in the business; it was not considered as one of the standing boats.

Q. All the boats are unseaworthy?—A. Yes, sir; they are so considered.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, March 2, 1876.*

WILLIAM A. HERRING sworn and examined.

By Mr. TUFTS:

Question. State your name, age, residence, and occupation.—Answer. My name is Wm. A. Herring; my age is fifty-four; my residence is Pittsburgh, and my occupation real-estate agent. I am a member of the select council of the city of Pittsburgh, and a member of the finance committee.

Q. Do you know Mr. W. J. Kountz?—A. I do.

Q. Do you know anything of his financial standing and reliability as a financial man?—A. He is represented there to be quite a wealthy man.

Q. Do you know anything of it yourself? You know what a "good" man financially is.—A. I lived in Pittsburgh all my life, and there is no person there that I do not know; of course, as the times are now, we cannot tell exactly, but we consider Mr. Kountz a man in good standing financially.

Q. Since the 1st of January of this year, have you had occasion, as a member of the finance committee, to approve any bond upon which Mr. Kountz was, and, if so, for what amount?—A. The finance committee approve the bonds of the banks where we make the city deposits. The banks have to give bonds to the amount of \$400,000. We approved one of Mr. Kountz's on which he was security for \$200,000. He was on that bond alone.

Q. What is considered his general character as to ability to perform any contract that he undertakes?—A. We always consider him good to perform any contract that he agrees to perform.

Q. Do you know anything personally in relation to any contract that he may have had with the Indian Department?—A. Nothing but what I have heard. I consider him a man that is good to fulfill any contract that he might undertake. We have always considered him that in Pittsburgh, particularly in his line of business, steamboating, carrying freight. We consider him one of the best on the river.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., March 4, 1876.*

JOHN H. STEWART rec'd and further examined.

By Mr. LANE:

Question. State if you are acquainted with William J. Kountz and his line of boats?—Answer. I am, sir.

Q. State what you know relative to the condition of those vessels during the years 1874 and 1875.—A. The contract in the War Department for the year 1875 for the carrying of war-

supplies on the Upper Missouri River was decided, I think, on or about the first of March, 1875. There was a record against those boats presented to the War Department, stating that they were unseaworthy. I came on here to see Secretary Belknap, and I saw him in regard to the matter. I had with me copies of the following papers: a certificate of inspection of those boats made by the local inspectors of steam-vessels stationed at Saint Louis, Mo.; a copy of the certificate of C. S. Oppenlander, supervising inspector of the Board of Underwriters of the city of Saint Louis; the affidavit of David Haney; a letter of David Haney; the affidavit of Capt. C. W. Blunt, of Saint Louis, Mo.; the affidavit of Capt. J. W. Jacobs, of Saint Louis, Mo.; the affidavit of Capt. A. H. Shaw, of Saint Louis, Mo.; the affidavit of D. M. Brady, of Saint Louis, Mo.; the affidavit of George W. Clark; the affidavit of Capt. George D. Moore; the affidavit of E. B. McPherson; the affidavit of Jarrett R. Jaynes; the certificates of Smith and Wood, and the affidavit of John W. King. Those papers I filed with the Secretary of War, and took these copies from them which I now have in my hand. Advertisements were published for bids for carrying Indian supplies and Indian annuity-goods by the Indian Bureau. We understood that the same allegation was made in regard to these vessels before—I believe they called them the peace commission—the commission that was awarding these contracts, and Indian Commissioner Smith. I came to Washington City with these papers. My first interview, after coming here, was with Assistant Secretary Cowen, of the Interior Department, who refused to listen to me at all. He was very rude, I thought, and would give me no hearing whatever. He kept waving his hand at me, and told me to go to New York and make my statement there. I then called upon Mr. Delano, the Secretary of the Interior. I made a statement of the facts to Mr. Delano, and he said to me that the matter was virtually taken out of his hands; that it belonged to the peace commission, who were in session in New York, and that he did not want to interfere, nor could he interfere, with their award; "for," said he, "if I did interfere with their award, the independent press of the country would take up the matter, and there would be a howl at me from all directions." After some further conversation with him, and showing him that I thought that our case was a just one, he said to me, "You go to New York, have an interview with that commission, state to them what you have stated to me, and if the award is made against Commodore Kountz for any other reason than that he is not the lowest bidder, then come to me, and I will see that justice is done." I went to New York and called upon Indian Commissioner Smith, I think at 80 White street, New York, where they were doing their business. That, I believe, was on Wednesday, the 5th day of May, 1875. It was on Wednesday, and I believe it was the 5th. I asked Mr. Smith there if they had awarded the contract for carrying supplies on the Upper Missouri River. His answer to me was a kind of conundrum: "We meet to-night at 8 o'clock, at the Fifth Avenue Hotel, to wind up." That was the whole of the answer. I then asked him, "Do you mean in private, or will parties be heard?" His answer was, "We meet in private, and act on what information and knowledge of the parties we may have," and immediately turned upon his heel and left me.

Q. Was that the only satisfaction you got?—A. Yes, sir; that was all the satisfaction I got out of him. In talking to him before, I asked him this plain question, as to whether they had awarded the contract. I showed him these papers, or offered to show them to him, and he would not take them out of my hands.

[The witness produces the papers referred to.]

Those are copies. The originals of them are on file in the War Department. When I offered these papers to Mr. Smith, I told him that we understood that there were such charges; that I wanted an opportunity to be heard before that commission, which opportunity was not given to me at all.

Q. Were you acquainted with the character of the boats employed upon the line which secured the bid?—A. I have seen them, but I have no knowledge, except hearsay, as to their character—nothing that I could swear to either for or against them.

Q. Do you know whether, in any respect, they were superior to the line of boats belonging to Mr. Kountz?—A. They were not, sir, to my knowledge.

Q. Were they regarded, as a matter of general reputation, as superior to his line of boats?—A. No, sir; they were not.

Q. How long have you been connected in business with Mr. Kountz?—A. Since the 15th day of February, 1875.

Q. Had you previously been acquainted with him, and, if so, for how long?—A. I had been acquainted with him so long that I could not fix the date.

Q. For a number of years?—A. A great many years—yes, sir.

Q. Do you know of his ever having failed in the performance of any contract for transportation of Government supplies?—A. No, sir; I do not. I have heard him say himself that one year, when he was carrying supplies on that river, one of the boats met with an accident up the river, by what they call in steamboat phrase the boat "running through herself." That, of course, made a delay on that trip.

Q. Is that likely to happen with any boat that floats on the water?—A. Yes, sir; at any minute while she is under way.

Q. And it is not necessarily the result of the boat being unseaworthy?—A. No, sir.



Q. It might occur to the soundest and stanchest boats?—A. Yes, sir; the soundest and best boats.

Q. Do you know the names of the boats at that time belonging to this line, and the capacity of each?—A. Yes, sir. There was the Peninah.

Q. Was she in good condition at that time?—A. So considered. The papers will speak better for her than I can. Mr. Oppenlander, the inspector of the Board of Underwriters of Saint Louis, makes the following certificate in regard to the Peninah, the Katy P. Kountz, and others:

“The Peninah, examined April 3d, 1874. Sound, tight, and in good order for the Mississippi, Ohio, Missouri, Arkansas, and Red Rivers; No. 1, mountain stern-wheel.

“C. S. OPPENLANDER, *Inspector.*”

“The Katy P. Kountz, examined March 21, 1874. Sound, tight, and in good order for Mississippi, Ohio, Missouri, Arkansas, and Red Rivers, is No. 1, mountain stern-wheel.

“C. S. OPPENLANDER, *Inspector.*”

“Steamboat Fontenelle, examined March 11, 1874. Sound, tight, and in good order for Mississippi, Ohio, Missouri, Arkansas, and Red Rivers; No. 1, mountain stern-wheel.

“C. S. OPPENLANDER, *Inspector.*”

“Steamboat Mollie Moore, examined March 13, 1875. Sound, tight, and in good order for Mississippi, Missouri, and Ohio Rivers.

“C. S. OPPENLANDER, *Inspector.*”

“Steamboat May Lowry, examined March 16, 1874. Sound, tight, and in good order for Mississippi, Ohio, Missouri, Arkansas, and Red Rivers; No. 1, mountain stern-wheel.

“C. S. OPPENLANDER, *Inspector.*”

“SAINT LOUIS, *March 15, 1875.*

“These are the last examinations I have made of any mountain boats.

“C. S. OPPENLANDER, *Inspector.*”

Q. From your knowledge of Mr. Kountz's business, was he able to furnish adequate security for the performance of the contract, had it been awarded to him?—A. Yes, sir; he was able to give adequate security. And, in addition to the boats above mentioned, there was the Charles W. Mead, which was finished and put into the business last spring. I could not now give the exact date at which she left Pittsburgh. She performed good service in that river all that season. I know this from her returns, made to the office. I also present to the committee the original affidavit of Capt. James P. Clark, of the steamboat Fontenelle. The copy of that is on file at the War Department. The affidavit was not made until the 6th day of May, 1875, and I did not have that paper with me. It was filed subsequently.

By Mr. TUFTS:

Q. Was this during the time they were letting contracts in New York?—A. Yes, sir.

Q. Then General Cowen had nothing officially to do with it, had he, as long as it was in New York?—A. General Cowen went from here to New York. He told me in that interview that he would be there. I did not see General Cowen in New York, but I understood he was there.

Q. Where did this interview with him take place?—A. In General Cowen's office, in the Interior Department, Washington.

Q. General Cowen, then, at that time had nothing to do with letting the contracts in New York City, had he?—A. He had been in New York.

Q. But just at that day?—A. Just at that day, I suppose not, sir.

Q. Please state whether you know anything of your own knowledge, and not from hearsay, about the failure or success of Mr. Kountz's boats up in the Missouri trade, or his failure or his success in fulfilling his contracts during the year 1874 or 1875; that is, your own knowledge. Were you up there?—A. No, sir; I was not there.

Q. Do you know anything about it?—A. Not from actual observation.

Q. But from hearsay?—A. Yes, sir.

The following are the papers produced by the witness and referred to in his testimony:

CITY OF SIOUX CITY,

*County of Woodbury, State of Iowa, ss:*

Personally appeared before me, a notary public in and for the city, county, and State aforesaid, James P. Clark, who, being duly sworn according to law, doth depose and say that he was master of the steamer Fontinelle from the month of March, 1874, until about the month of August, 1874, and during that time the said steamer was plying upon the waters of the Missouri River, consisting of a voyage from Saint Louis, Mo., to Fort Benton, Mont., and

back to Bismarck, Dak., a distance of over 4,200 miles. Over 3,000 miles of this distance was up stream against a strong current. And also two voyages from Bismarck, Dak., to Carroll, Mont., and back to Bismarck, Dak., a distance of about 3,600 miles, and while the said steamer was making these voyages, she carried full cargoes. And that he has been steamboating upon the Missouri River during the last twenty years. And that he commanded the far-famed steamer Deer Lodge; also two steamers belonging to S. B. Coulson and others, the Western and Far West, on said river, and that he is thoroughly acquainted with the class of steamboats suitable for navigating said river, and that he considers the said steamer Fontinelle one of the best adapted for said river, being sound, strong, and substantial in all her departments, and of very light draught, and that in the point of speed, the said steamer Fontinelle is as fast as any boat he ever commanded, according to his best knowledge and belief.

JAMES P. CLARK.

Sworn and subscribed to before me this 6th day of May, A. D. 1875.

[NOTARIAL SEAL.]

S. M. MARSH,

*Notary Public in and for Woodbury County, State of Iowa.*

OFFICE OF UNITED STATES LOCAL INSPECTORS OF STEAM-VESSELS,  
*Saint Louis, March 15, 1875.*

To whom it may concern:

That the undersigned, United States steamboat inspectors, have inspected the following steamers, viz: Fontinelle, December 31, 1873; Carrie V. Kountz, February 20, 1874; May Lourie, March 16, 1874; Katie P. Kountz, March 31, 1874; Mollie Moore, August 24, 1874. At the time of those inspections those steamers were in No. 1 condition, being in good order, sound, and tight, and are authorized to be navigated in the rivers of the South and West.

[SEAL.]

JAMES H. McCORD,  
PETER VANDERVORT,  
*United States Inspectors.*

SAINT LOUIS, *March 15, 1875.*

I certify that I have been a pilot and captain on Missouri River for two years past, and that I have known all of the boats or steamers that have plied in that river during that time, and that the steamboats Mollie Moore and Katie P. Kountz, May Lowry, and Fontinelle are as good boats, as sound and substantial, as any boats as ever have been in the river, and are well adapted to that stream.

DAVID HANEY.

Sworn to and subscribed before me this 15th day of March, 1875.

[SEAL.]

WILLIAM J. HENSKA,

*Notary Public Saint Louis County, Missouri.*

SAINT LOUIS, *March 15, 1875.*

DEAR SIR: How well the Mollie Moore performs her duties, and how serviceable she is. General Terry, General Custer, General Stanley, and Quartermaster Baker, who were with the troops at Fort Rice when I crossed the expedition-wagons and mules over the river at Fort Rice, 300 wagons, 1,300 mules and horses, in less than 24 hours, when other Coulson boats had worked three days to get over 30 wagons, 50 or 60 horses.

Yours, respectfully,

D. HANEY.

Capt. W. J. KOUNTZ,  
*Pittsburgh, Pa.*

P. S.—Also the Inspector-General, I have forgot his name.

SAINT LOUIS, *March 17, 1875.*

I hereby certify that I have been steamboating on the Missouri River since 1847, acting as master or pilot, and say that the steamers Mollie Moore, Katie Kountz, Fontinelle, and May Lowrie, of the Kountz Line, are as good, sound, seaworthy, and well adapted to the Missouri River as any boats now on that river.

C. W. BLUNT.

STATE OF MISSOURI,  
*County of Saint Louis, ss:*

Sworn to and subscribed to before me, notary public within and for county and State above written, on this 17th day of March, A. D. 1875.

[SEAL.]

HUGH FERGUSON,  
*Notary Public.*

SAINT LOUIS, *March 16, 1875.*

I hereby certify that I have been master of steamboats since the year 1866, on the Missouri River and other streams, and know the requirements of steamers for the Missouri River, and

that the steamers Mollie Moore, Katie P. Kountz, Fontinelle, and May Lowry are as suitable and well adapted to the said river as any boats on that stream.

J. W. JACOBS.

Sworn to and subscribed before me this 16th day of March, A. D. 1875.

[SEAL.]

GEO. H. MORGAN,  
*Notary Public.*

SAINT LOUIS, March 17, 1875.

I certify that I have had command of steamboats since the year 1864, on the Missouri and other rivers, and been steamboating forty-seven years, and know the Kountz Line boats, Mollie Moore, Fontinelle, Katie P. Kountz, and Mary Lowry, to be good, stanch, and suitable to the Missouri River, as any boats, or line of boats, that was ever built for said river.

A. H. SHAW.

Sworn to and subscribed before me this 17th day of March, 1875.

[SEAL.]

GEO. H. MORGAN,  
*Notary Public.*

SAINT LOUIS, March 20, 1875.

I certify that I have been a licensed officer of steamboats navigating the Missouri and other western rivers for the past number of years; that I know the steamboats Mollie Moore, Katie P. Kountz, Fontinelle, May Lowry, and Peninah to be stanch, sound, seaworthy steamboats, as well adapted to the Missouri River as any that are or ever have been navigating that river.

D. M. BRADY.

Sworn to and subscribed before me this 20th day of March, 1875.

[SEAL.]

GEO. H. MORGAN,  
*Notary Public.*

SAINT LOUIS, March 15, 1875.

I certify that I have been owner and master of steamboats plying the Missouri River, commencing with the year 1842; that I know the steamboats Mollie Moore, Katie P. Kountz, May Lowry, and Fontinelle to be as good, sound, substantial steamboats as are or ever have plied on the Missouri River.

GEO. W. CLARK.

Sworn to and subscribed before me this 15th day of March, A. D. 1875.

[SEAL.]

WILLIAM J. HENSKA,  
*Notary Public Saint Louis County, Mo.*

SAINT LOUIS, March 20, 1875.

I hereby certify that I have been master of steamers on Missouri and other western and southern rivers since 1848, and know the steamers Katie P. Kountz, Mollie Moore, Fontinelle, May Lowry, and Peninah to be as good, sound, sea-worthy steamboats as ever navigated the Missouri River, and well adapted for the said river in every respect.

GEO. D. MOORE.

STATE OF MISSOURI,

*County of Saint Louis, ss :*

Sworn to and subscribed before me this 20th day of March, A. D. 1875.

[SEAL.]

HUGH FERGUSON,  
*Notary Public.*

SAINT LOUIS, March 15, 1875.

I have navigated the Missouri River since 1846; have commanded and been employed on different boats in that trade, and know of my own personal knowledge the soundness and adaptation to the Missouri River of the following boats, viz: the Mollie Moore, Katie P. Kountz, May Lowry, and Fontinelle, and know they are stanch, sound, and substantial boats.

E. B. McPHERSON.

STATE OF MISSOURI,

*County of Saint Louis, ss :*

E. B. McPherson, of lawful age, being duly sworn, upon his oath says that the foregoing statement is true and correct.

E. B. McPHERSON.

SAINT LOUIS, March 15, 1875.

I certify that I have been a licensed pilot on the western rivers for the past twelve years, and that I know the steamboats Mollie Moore, Katie P. Kountz, May Lowry, and Fontinelle to be as good, sound, and substantial boats as have ever been in the Missouri River trade.

JARRETT R. JAYNES.

Sworn to and subscribed before me this 15th day of March, 1875.

[SEAL.]

W. J. HENSKA,  
Notary Public, Saint Louis County, Missouri.

SAINT LOUIS, March 15, 1875.

We hereby certify that it has been our custom to carry our regular lines of insurance upon the following steamboats, and at current tariff rates, in the Missouri River, and that we purpose to continue doing so, viz, upon the May Lowry, the Fontenelle, the Mollie Moore, and the Katie P. Kountz.

SMITH & WOODS.

SAINT LOUIS, March 15, 1875.

I certify that the steamboats Mollie Moore, Katie P. Kountz, May Lowry, and Fontenelle have been expressly built with a view to navigating the Missouri River; that they are as good, sound, stanch, and substantial boats as are on the Missouri River; that insurance companies doing business on that stream give these boats the lowest rates of insurance on account of their certainty, safety, and reliability, and passing inspection of their boats.

JOHN W. KING,  
Steamboat Agent.

STATE OF MISSOURI,  
County of Saint Louis, ss :

John W. King, of lawful age, being duly sworn, upon his oath says that the foregoing statement is just and correct.

JOHN W. KING.

Sworn to and subscribed before me March 15, 1875.

[SEAL.]

WM. J. HENSKA,  
Notary Public, Saint Louis County, Missouri.

Blank No. 8.

REGISTER'S OFFICE.

Enrolment No. 72.

OFFICIAL NUMBER.

| Numeral. | Letters. |
|----------|----------|
| 9912     |          |

9912

Enrolment in conformity to Title L, "regulation of vessels in domestic commerce," of the Revised Statutes of the United States.

John S. Shaw, of St. Charles, Missouri, having taken and subscribed the oath required by law, and having sworn that he is a citizen of the United States, sole owner of the ship or vessel called the Fontenelle of St. Louis, whereof ——— is at present master, and, as he hath sworn, is a citizen of the United States, and that the said ship or vessel was built at Pittsburgh, Penna., in the year 1870, as appears by her certificate of admeasurement, No. 18, dated and issued at Pittsburgh, April 25, 1870, and having filed certificate of hull and boiler inspection according to act of Congress of August 30, 1852, and the surveyor of the port of Pittsburgh, by admeasurement, having certified that the said ship or vessel has three decks and no mast, and that her length is 154 feet; her breadth, 33 feet; her depth, 5 feet; her height, feet; that she measures three hundred and forty-five and  $\frac{14}{100}$ ths tons, viz:

|  | Tons. | 100ths. |
|--|-------|---------|
| Capacity under tonnage-deck.....                   | 201   | 99      |
| Capacity between decks above tonnage-deck.....     | 143   | 96      |
| Capacity of inclosures on the upper deck, viz..... |       |         |
| Total tonnage.....                                 | 345   | 95      |

That the following-described spaces, and no others, have been omitted, viz: , and that she is a steam , has a plain head; and a wheel stern. Cabin on deck.

And the said John S. Shaw, having agreed to the description and measurement above specified, and sufficient security having been given, according to the said title, the said ship or vessel has been duly enrolled at the port of Pittsburgh.

Given under my hand and seal at the port of Pittsburgh, in the district of New Orleans, this twenty-sixth day of April, in the year one thousand eight hundred and seventy.

[SEAL.]

THOMAS STEEL,  
Surveyor of Customs

U. S. CUSTOM-HOUSE,  
Port of Pittsburgh.

I do certify the foregoing to be a true copy of the record as in this office. Witness my hand and official seal this 1st day of March, 1876.

[SEAL.]

THOMAS STEEL,  
Surveyor.

(Indorsed :) Perm't enrolment No. 72, of the steamboat called the Fontenelle, 345 <sup>25</sup>/<sub>100</sub> tons, issued at the port of Pittsburgh, district of New Orleans, April 26, 1870. Thomas Steel, surveyor of customs. Date of surrender, ———. Where surrendered, ———. Cause of surrender, ———. ———, of customs.

Blank No. 8.

REGISTER'S OFFICE.

Temporary enrolment No. 43.

OFFICIAL NUMBER.

| Numeral. | Letters. |
|----------|----------|
|          |          |

Enrolment in conformity to Title L, "regulation of vessels in domestic commerce," of the Revised Statutes of the United States.

William J. Kountz, of Allegheny County, Pennsylvania, having taken and subscribed the oath required by law, and having sworn that he is president of the M. Moore Transportation Company of Missouri, the members of which are citizens of the United States, sole owners of the ship or vessel called the Chas. W. Mead of St. Louis, whereof D. W. Urasutta is at present master, and, as he hath sworn, is a citizen of the United States, and that the said ship or vessel was built at Pittsburgh, Pennsylvania, in the year 1875, as appears by her certificate of admeasurement, No. 8, dated and issued at Pittsburgh, March 13, 1875. And the surveyor of the port of Pittsburgh having certified that the said ship or vessel has one deck and no mast, and that her length is 192 feet; her breadth, 30 feet; her depth, 4 <sup>3</sup>/<sub>10</sub> feet; her height, ——— feet; that she measures one hundred and seventy-one and <sup>46</sup>/<sub>100</sub>ths tons, viz:

|  |               |
|--|---------------|
|  | Tons. 100ths. |
| Capacity under tonnage-deck, open hold .....         | 171 46        |
| Capacity between decks above tonnage-deck .....      |               |
| Capacity of inclosures on the upper deck, viz: ..... |               |
| <br>Total tonnage.....                               | <br>171 46    |

That the following-described spaces, and no others, have been omitted, viz: , and that she is a steamboat, has a cabin on deck, plain head, and a wheel stern.

And the said William J. Kountz having agreed to the description and measurement above specified, and sufficient security having been given according to the said title, the said ship or vessel has been duly enrolled at the port of Pittsburgh.

Given under my hand and seal, at the port of Pittsburgh, in the district of New Orleans, this thirteenth day of March, in the year one thousand eight hundred and seventy-five.

[SEAL.]

THOMAS STEEL,  
Surveyor of Customs.

U. S. CUSTOM-HOUSE, 8,  
Port of Pittsburgh, Pa.

I do certify the foregoing to be a true copy of the record as in this office. Witness my hand and official seal this 1st day of March, 1876.

[SEAL.]

THOMAS STEEL,  
Surveyor.

(Indorsed :) Temp. enrolment, No. 43, of the steamboat called the Chas. W. Mead, 171 <sup>46</sup>/<sub>100</sub> tons; issued at the port of Pittsburgh, Pa., district of New Orleans, March 13, 1875. Thomas Steel, surveyor of customs. Date of surrender, ———. Where surrendered, ———. Cause of surrender, ———. ———, of customs.

An act of the Congress of the United States.

Blank No. 8.

REGISTER'S OFFICE.

Permanent enrolment No. 92.

OFFICIAL NUMBER.

|          |          |
|----------|----------|
| Numeral. | Letters. |
|          |          |

Enrolment in conformity to Title L, "regulation of vessels in domestic commerce," of the Revised Statutes of the United States.

William J. Kountz, of Allegheny County, Pennsylvania, having taken and subscribed the oath required by law, and having sworn that he owns  $\frac{1}{2}$ , R. C. Mason  $\frac{3}{16}$ , W. Braithewate  $\frac{1}{15}$ , both of the same place, and H. K. Hazlett, of St. Louis, Missouri, owns  $\frac{1}{8}$ , and are citizens of the United States, sole owners of the ship or vessel called the Katie P. Kountz of Pittsburgh, whereof R. C. Mason is present master, and, as he hath sworn, is a citizen of the United States, and that the said ship or vessel was built at Pittsburgh, Penna., in the year 1871, as appears by her certificate of admeasurement, No. 24, dated and issued at Pittsburgh, April 10, 1871, and having filed certificate of hull & boiler, inspection according to act of Congress of August 30, 1852, and the surveyor of the port of Pittsburgh having certified that the said ship or vessel has two deck' and no mast, and that her length is 202 feet; her breadth, 34 feet; her depth, 5 feet; her height,       feet; that she measures four hundred and sixty-eight and  $\frac{2}{100}$ ths tons, viz:

An act of the Congress of the United States.

|   |       |         |
|---|-------|---------|
|   | Tons. | 100ths. |
| Capacity under tonnage-deck.....                    | 279   | 73      |
| Capacity between decks above tonnage-deck.....      | 188   | 52      |
| Capacity of inclosures on the upper deck, viz:..... |       |         |
| Total tonnage.....                                  | 468   | 25      |

That the following-described spaces, and no others, have been omitted, viz:       , and that she is a steamboat, has a plain head and a wheel stern, cabin on deck.

And the said William J. Kountz having agreed to the description and measurement above specified, and sufficient security having been given, according to the said title, the said ship or vessel has been duly enrolled at the port of Pittsburgh.

Given under my hand and seal, at the port of Pittsburgh, in the district of New Orleans, this tenth day of April, in the year one thousand eight hundred and seventy-one.

[SEAL.]

THOMAS STEEL,  
Surveyor of Customs.

U. S. CUSTOM-HOUSE,  
Port of Pittsburgh.

I do certify the foregoing to be a true copy of the record as in this office. Witness my hand and official seal this 1st day of March, 1876.

[SEAL.]

THOMAS STEEL,  
Surveyor.

(Indorsed:) Perm't enrolment No. 92, of the steamboat called the Katie P. Countz, 468  $\frac{2}{100}$  tons. Issued at the port of Pittsburgh, Pa., district of New Orleans, April 10, 1871. Thomas Steel, surveyor of customs. Date of surrender, \_\_\_\_\_. Where surrendered, \_\_\_\_\_. Cause of surrender, \_\_\_\_\_. \_\_\_\_\_, of customs.

Blank No. 8.

REGISTER'S OFFICE.

Permanent enrolment No. 56.

OFFICIAL NUMBER.

|          |          |
|----------|----------|
| Numeral. | Letters. |
|          |          |

Enrolment in conformity to Title L, "regulation of vessels in domestic commerce," of the Revised Statutes of the United States.

William J. Kountz, of Allegheny County, Pennsylvania, having taken and subscribed the oath required by law, and having sworn that he owns  $\frac{1}{2}$ , and Hiram K. Hazlett, of St. Louis, owns one-fourth, ( $\frac{1}{4}$ ) and are citizens of the United States, sole owner' of the ship or vessel called the May Lowry of Pittsburgh, whereof Gamp Colby is at present master, and, as he hath sworn, is a citizen of the United States, and that

An act of the Congress of the United States.

the said ship or vessel was built at Pittsburgh, Penna., in the year 1871, as appears by certificate of admeasurement No. 61, dated and issued at Pittsburgh, Jan'y. 14, 1871, and having filed certificate of hull and boiler inspection according to act of Congress of August 30, 1852, and the surveyor of the port of Pittsburgh, by certificate of admeasurement, having certified that the said ship or vessel has two deck' and no mast, and that her length is 138 feet; her breadth, 30 feet; her depth, 4 feet; her height,            feet; that she measures two hundred and twenty-one and  $\frac{13}{100}$ ths tons, viz :

|  |               |
|--|---------------|
|  | Tons. 100ths. |
| Capacity under tonnage-deck.....                   | 130    83     |
| Capacity between decks above tonnage-deck.....     | 90    99      |
| Capacity of inclosures on the upper deck, viz..... |               |
| Total tonnage.....                                 | 221    82     |

That the following-described spaces, and no others, have been omitted, viz :  
and that she is a steamboat, has a cabin on deck, plain head, and a wheel stern.

And the said William J. Kountz having agreed to the description and measurement above specified, and sufficient security having been given, according to the said title, the said ship or vessel has been duly enrolled at the port of Pittsburgh.

Given under my hand and seal at the port of Pittsburgh, in the district of New Orleans, this fourteenth day of January, in the year one thousand eight hundred and seventy-one.

[SEAL.]

THOMAS STEEL, *Surveyor of Customs.*

U. S. CUSTOM-HOUSE,

*Port of Pittsburgh, Pa.*

I do certify the foregoing to be a true copy of the record as in this office. Witness my hand and official seal this 1st day of March, 1876.

[SEAL.]

THOMAS STEEL, *Surveyor.*

(Indorsed :) Enrollment No. 56, of the steamboat called the *May Lowry*, 221  $\frac{82}{100}$  tons, issued at the port of Pittsburgh, Pa., district of New Orleans, Jan'y. 14, 1871. Thomas Steel, surveyor of customs. Date of surrender, ———. Where surrendered, ———. Cause of surrender, ———. ———, of customs.

OFFICIAL NUMBER.

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REGISTER'S OFFICE.

|       |  |
|-------|--|
| 90293 |  |
|-------|--|

*Enrolment No. 14.*

An act of the Congress of the United States.

Enrolment in conformity to Title L, "regulation of vessels in domestic commerce," of the Revised Statutes of the United States.

George D. Moore, of Allegh'y County, Penna., having taken and subscribed the oath required by law, and having sworn that he owns  $\frac{1}{2}$ , William J. Kountz owns  $\frac{1}{2}$ , H. W. Oliver, jr.,  $\frac{1}{4}$ , Wm. B. Anderson  $\frac{1}{4}$ , James Oliver  $\frac{1}{16}$ , and J. R. Graham  $\frac{1}{16}$ , all of the same place, and are citizens of the United States, sole owners of the ship or vessel called the *Mollie Moore* of Pittsburgh, whereof George D. Moore is at present master, and, as he hath sworn, is a citizen of the United States, and that the said ship or vessel was built at Pittsburgh, Penna., in the year 1870, as appears by admeasurement No. 38, and having filed certificate of hull and boiler inspection according to act of Congress of Aug. 30, 1852, and the surveyor of the port of Pittsburgh having certified that the said ship or vessel has two deck' and no mast, and that her length is 199 feet; her breadth, 40 feet; her depth, 5  $\frac{8}{10}$  feet; her height,            feet; that she measures five hundred and forty-one and  $\frac{7}{100}$ ths tons, viz :

|  |               |
|--|---------------|
|  | Tons. 100ths. |
| Capacity under tonnage-deck.....                     | 371    83     |
| Capacity between decks above tonnage deck.....       | 169    88     |
| Capacity of inclosures on the upper deck, viz :..... |               |
| Total tonnage.....                                   | 541    71     |

That the following-described spaces, and no others, have been omitted, viz :  
and that she is a steamboat, has a cabin on deck, plain head, and a wheel stern.

And the said George D. Moore having agreed to the description and measurement above specified, and sufficient security having been given, according to the said title, the said ship or vessel has been duly enrolled at the port of Pittsburgh.

Given under my hand and seal, at the port of Pittsburgh, in the district of New Orleans, this twenty-fourth day of August, in the year one thousand eight hundred and seventy.

[SEAL.]

THOMAS STEEL,  
Surveyor of Customs.

U. S. CUSTOM-HOUSE,  
Port of Pittsburgh.

I do certify the foregoing to be a true copy of the record as in this office. Witness my hand and official seal this 1st day of March, 1876.

[SEAL.]

THOMAS STEEL,  
Surveyor.

(Indorsed:) Per'nt enrolment No. 14, of the steamboat called the Mollie Moore, 541 $\frac{11}{100}$  tons, issued at the port of Pittsburgh, Pa., district of New Orleans, August 24, 1870. Thomas Steel, sur'yor of customs. Date of surrender \_\_\_\_\_. Where surrendered \_\_\_\_\_. Cause of surrender \_\_\_\_\_. \_\_\_\_\_, of customs.

#### Enrollment.

Enrollment in conformity to an act of the Congress of the United States of America entitled "An act for enrolling and licensing ships or vessels, to be employed in the coasting trade and fisheries, and for regulat'ing the same," approved February 18, 1793, and of "An act to regulate the admeasurement of tonnage of ships and vessels of the United States," approved May 6, 1864.

No. 58.

Permanent.

Where surrendered, \_\_\_\_\_.

Date of surrender, \_\_\_\_\_ day of \_\_\_\_\_.

Cause of surrender, \_\_\_\_\_.

William J. Kountz, of Allegheny County, Penna., having taken or subscribed the oath required by the said act, and having sworn that he owns  $\frac{2}{3}$  and S. B. Coulson owns  $\frac{1}{3}$ , of the same place, and are citizens of the United States, sole owners of the ship or vessel called the Peninah of Pittsburgh, whereof David Haney is at present master, and, as he hath sworn, is a citizen of the United States, and that the said ship or vessel was built at Pittsburgh, Pa., in the year 1868, as appears by her certificate of admeasurement, No. 19, dated and issued at Pittsburgh, March 14, 1868, and having filed certificate of hull and boiler inspection, according to act of Congress of August 24, 1852, and the surveyor of the port of Pittsburgh, Pa., by admeasurement No. 19, having certified that the said ship or vessel has 3 deck' and no mast, and that her length is 181 feet; her breadth, 32 feet; her depth, 5 $\frac{3}{10}$  feet; her height, \_\_\_\_\_ feet; that she measures four hundred and twenty-one tons and fifty-five hundredths, viz:

|  | Tonnage. | 100ths. |
|--|----------|---------|
| Capacity under tonnage-deck.....               | 260      | 2       |
| Capacity between decks above tonnage-deck..... | 161      | 35      |
| Capacity of enclosures on the upper deck.....  |          |         |
| Total tonnage.....                             | 421      | 55      |

And that she is a steamboat; has wheel stern, cabin on deck, and plain head. And the said David Haney having agreed to the description and admeasurement above specified, and sufficient security having been given, according to the said acts, the said steamboat Peninah has been duly enrolled at the port of Pittsburgh.

Given under my hand and seal at the port of Pittsburgh, this 14th day of March, in the year one thousand eight hundred and sixty-eight.

[SEAL.]

GEO. C. MCLEAN,  
Surveyor, &c.

(Indorsed:) No. 58. Enrollment of the steamboat Peninah, issued at the port of Pittsburgh, March 14, 1868. Where surrendered, \_\_\_\_\_. Date of surrender, \_\_\_\_\_. Day of \_\_\_\_\_, 186-. Cause of surrender, \_\_\_\_\_.

U. S. CUSTOM-HOUSE,  
Port of Pittsburgh, Pa.

I do certify the within to be a true copy of the record as in this office. Witness my hand and official seal this 1st day of March, 1876.

[SEAL.]

THOMAS STEEL,  
Surveyor.



JOHN LAWRENCE sworn.

By Mr. TUFTS :

Question. Please state your occupation and residence.—Answer. I reside at Yankton, Dak. I am a contractor and politician.

Q. Do you know anything of transportation business on the Upper Missouri?—A. I cannot say that I ever attended any of the lettings of any of these contracts, but I know the parties that received them.

Q. Do you know anything of a line of boats known as Kountz's Line?—A. I do, very well; I have ridden on his boats as also on those of Coulson's Line.

Q. During the year 1874-'75 have you traveled on the river, and had business there?—A. Yes, sir.

Q. Do you know about the Kountz Line of boats as to their capacity for delivering freight on time, and general business qualifications?—A. In 1874 and 1875 I traveled upon the boats; they are all looked upon as a very poor class of boats, with the exception of a new boat put on in 1875—the Meade.

Q. Knowing what you do of those boats and of the line and of the business, would you give the Kountz Line of boats a contract for delivering freight on the Upper Missouri River?—A. No, sir.

Q. How are they generally considered by business men?—A. So poor a class of boats that they would not ship on them under any consideration, if they could ship on any other line. Of course, if they cannot do any better, they would ship on that, and take their chances by heavy insurance. Last fall, going down on one boat, I was three days going from Randall to Yankton, something over a hundred miles by water.

By Mr. BOONE :

Q. You say the Meade is a new boat?—A. Yes, sir; except the machinery, which, I understand, is not new.

Q. She is in good running order?—A. Yes, sir.

Q. When was the Meade first upon the line?—A. The first I noticed of her was in the spring of 1875, last June.

Q. Had you heard of her being on the line before that time?—A. No, sir; but she might have made one trip before that time.

Q. Was it not known that Mr. Kountz was preparing to put a new boat upon the line as early as last spring?—A. I never heard so.

Q. Your judgment is that that line of boats as it existed early in the spring of '75, was so inferior that it would have been bad policy to have made a contract with him at any price to transport goods?—A. Yes, sir.

Q. Do you know any instance in which the boats failed to deliver goods?—A. I was on the May Lowry one time, when we started up the river, and in high water, and I think we were all night and the best part of the next day going about four miles, and finally she had to drift down to Yankton and unload her freight. After that I took the Molly Moore, of the Kountz Line.

Q. What sort of a boat was she?—A. A very large boat, drawing four and a half feet of water; never could make but one trip in a season, unless they were short trips, when she might make two; she was not fit for the Upper Missouri at all, and always left early in the season.

Q. How was Mr. Kountz regarded as to responsibility?—A. I could not say.

Q. Do you know the prices for which he agreed to deliver goods in the spring of '75?—A. No, sir.

Q. How many competing lines of boats are there in that trade?—A. The Coulson and Kountz Lines; there is the Nellie Peck, an independent boat.

Q. Do you know of any contractor for transportation being in partnership with any officer of the Government in letting contracts to carry supplies?—A. No, sir.

Q. Do you know of any money ever having been used to procure a contract for carrying supplies to the Indians?—A. No, sir.

WASHINGTON, January 26, 1876.

General DANIEL H. RUCKER sworn and examined.

By Judge WILSHIRE :

Question. What is your age, residence, and occupation?—Answer. I am sixty-three years of age; am a colonel in the Quartermaster's Department of the Army; and reside at present in Philadelphia.

Q. How long have you been in the Quartermaster's Department?—A. Since one year after the closing of the Mexican war.

H. Mis. 167—4

Q. Have you during the last few years been so connected with the Quartermaster's Department as to be familiar with the transportation of supplies for the Army within your jurisdiction?—A. For the last few years I have been chief quartermaster of the Division of the Missouri, stationed at Chicago, and have a general knowledge of the transportation of supplies, but have never had anything to do with the details of it, except in one instance, in making a particular contract. The others were made by officers under my direction. I had no knowledge of the details.

Q. Do you know anything about Mr. Kountz ever having transported any supplies for the Army?—A. I do not think that Mr. Kountz has ever been a contractor himself, but has had other persons acting for him, in whose names the contracts have been made, and he has generally furnished the means. He has been interested in them, and, except in one or two instances, wholly interested. Last year, when the contract came up which is the subject of this inquiry, Mr. Kountz's boats were reported to be in a very bad condition, and there was some general inquiry made in regard to them; therefore, as I understood it, the award was not made to him, because of the inferior quality of his boats. I do not think, however, he ever failed in fulfilling his contracts. The contract was made by the War Department for transporting Army supplies.

Q. How long have the boats of Mr. Kountz been used for transporting supplies for the Army?—A. I have known of Mr. Kountz being interested in contracts for six years, but he has not been transporting all the time. Last year he was not transporting. He has been, however, a competitor for the contracts, but not always in his own name. He had a nephew, I believe, who bid a good deal, and he had also a clerk or two who bid. Mr. Kountz has always furnished the boats. I asked him one day why he did not bid in his own name; and he gave as a reason that if somebody else bid, he would be able to go on the man's bond, and guarantee the contracts; but if he bid himself he would be forced to go out for guarantees.

Q. Did he convey by that that he could not get any one to go on his bonds?—A. No, sir; not at all; he was abundantly able to obtain all security necessary.

Q. Was it understood all the while that he was the party interested in the transportation of the goods, notwithstanding the fact that his name did not appear?—A. Yes, sir.

Q. How do you know he never failed in these contracts?—A. Because all things of that kind would pass through my office and under my supervision.

Q. All contracts he had himself or through another?—A. Yes, sir; both kinds of contracts.

Q. How did you know the fact that the contract would be refused him because his boats were inferior?—A. I understood that to be the case. I inferred that outside; that is, the last year's contracts. He had failed, I understood, in a contract which he had had with the Northern Pacific Railway, to run from its terminus to a place called Carroll Station, in Montana, but that was not a Government contract, and I do not know that he had failed in that only from hearsay. It was a private contract, and at a place north of the Missouri River. He had a general reputation of having failed in the performance of that contract.

Q. What was your official duty in regard to the awarding of any contracts?—A. Under the directions of the War Department, I advertised for contracts. I received the bids, opened them, investigated them, and forwarded them to Washington for the action of the Department there, accompanied by such statements in regard to each one of the bidders as I thought the Department ought to be in possession of. Then, of course, the bids would be returned to me, with the orders of the Department. I would then make the contract in accordance with these orders, and return the bids to Washington to the Quartermaster-General.

Q. Was Mr. Kountz a bidder in his own name, or in another's, for this transportation?—A. Yes, sir; he was a bidder, as I understand, by another name for this contract.

Q. Do you know the name?—A. I think it was a man by the name of Spikens. I was satisfied at the time that it was Mr. Kountz's bid. I was in the habit, when I opened the bid and read it, to ask for the person who represented it, and ask him if he so represented the bid, and he would say "yes." I would say, "What means have you for carrying out this contract in case it should be awarded to you?" and I recollect that Mr. Spikens said that Mr. Kountz would furnish his line of steamers.

Q. Did you make any investigation or report in relation to fulfilling any contract for the transportation of freight on the Missouri River in 1875, or in regard to the character and condition of Mr. Kountz's boats?—A. No, sir; I made no official investigation, but I wrote a letter to the Department in reference to the general character and reputation of the boats. I gave a review of all the bids and of the respective ability of the bidders, as near as I can recollect. I said that it was reported that the boats of Mr. Kountz were of a very inferior character, and I think I alluded in that letter to the fact that it was reported that he had failed in the contract with the Northern Pacific Railroad. I stated also in the letter that, in my understanding, another man had a better line of steamers than Mr. Kountz, and was better able to perform the Government contract.

Q. What was the character of Mr. Kountz's boats on the Missouri River in the year 1875?—A. They were old and inferior, though I never inspected them myself personally, and I think it would have been a risk to have transported the supplies for the Army in them.

Q. Was it the practice of the War Department, upon general information of inability to execute contracts sought to be made, to reject bids?—A. The Department has always acted upon the best information it could get. I have never rejected bids myself, never having had occasion to do it; but the Department has taken this course sometimes. The advertisements say that the contract will be awarded to the lowest reliable bidder.

Q. What do you understand to be the reason for the Department adopting that plan; is it to secure the prompt transportation of the supplies, or that, in part, the safety of the Department may be secured?—A. Both reasons operate. The Missouri River contract is a very important one. There are many posts on that river which are only accessible during the summer time, and the failure of that contract would entail a great deal of expense and trouble. That is one of the most important contracts we have, and the stores can only be taken up in the latter part of the year, from about the 1st of June to the 1st of October. In case of failure to deliver supplies, there would be involved the necessity of large wagon-transportation, and therefore it is always understood that there should be no failure at all.

Q. In case there was some material difference in the bids, would you, in awarding these contracts, rely upon rumor or investigate?—A. An investigation would be made.

Q. In relation to this failure of Mr. Kountz which has been spoken of, was that owing to his fault or the fault of the road?—A. The general reputation was that it was his fault, on account of the inferior quality and condition of his boats.

Q. Was not the general reputation of these boats of such a character as to justify the Department in refusing to award him any contract of importance?—A. I should not have given him any contract last year, with the reputation his boats had.

Q. What was done in relation to these rumors of the unsafe condition of Mr. Kountz's boats?—A. There were means taken by the Department to ascertain the truth of the matter. Telegrams were sent all around inquiring as to the character of these boats. I did not take occasion to investigate the matter myself, as the boats were four or five hundred miles from my place.

WASHINGTON, D. C., March 30, 1876.

THEODORE F. SINGISER sworn and examined.

By Mr. WILSHIRE:

Question. State your age, residence, and occupation.—Answer. Age, thirty-one years; residence, Bismarck, Dak.; occupation, printer.

Q. How long have you been residing at Bismarck?—A. I have lived there two years.

Q. Are you living there now?—A. That is my residence; yes, sir.

Q. What business have you been engaged in during those two years?—A. Clerk in the office of the Northern Pacific Railroad Company.

Q. I will ask you if you know anything about the character of the steamboats that were commonly known as the Kountz Line of steamers, on the Upper Missouri?—A. I do.

Q. State all that you know in regard to those boats, as to their capacity for transportation, security, and the power of their machinery, &c.—A. During the time that I was there the Kountz Line of boats did the carrying for the Northern Pacific Railroad Company, and such Government and Indian supplies as came that way.

Q. Did they transport the supplies for that company?—A. Yes, sir.

Q. Did they do it faithfully?—A. So far as they could.

Q. State how they performed that duty.—A. Up until the latter part of the season they transported the goods faithfully. The latter part of the season, by reason of low water, they were unable to get them through.

Q. Their default was not the result of deficiency of their boats?—A. No, sir.

Q. Did the railroad company consider those boats suitable for transportation purposes?—A. I do not know; I presume they did, or they would not have contracted with them.

Q. What did you consider?—A. I considered they were adapted to that trade.

Q. You only know that the company so considered it from the fact that it employed them?—A. Yes, sir.

Q. What year was that that those boats were transporting for the company?—A. 1873 and 1874.

Q. Was there any neglect on the part of the officers having charge of those boats, and running them those years, in the performance of their duty, by which there was delay in the transportation of goods for that company?—A. Not that I know of.

Q. Did you ever hear of any?—A. No, sir.

By Mr. PAGE:

Q. When was it that the Northern Pacific Railroad had a contract with the Kountz Line of steamboats?—A. 1873 and 1874.

Q. Have they ever made a contract with them since that time?—A. Not that I know of.

Q. Do you know about a failure on the part of the Kountz Line of boats to carry out the

conditions of their contract for transporting Indian supplies up in Montana and that part of the country?—A. I do not.

Q. You do not know of the failure of the boats at any time to reach their destination in time to furnish these supplies in accordance with the contract?—A. No, sir.

By Mr. WILSHIRE :

Q. Do you know anything of the responsibility of Mr. Kountz personally?—A. He paid all his bills; I know that.

Q. Do you know anything else than that?—A. He is generally regarded in his own community as a responsible man.

Q. Do you know him in his own community?—A. I know of him.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, January 19, 1876.

The committee met pursuant to adjournment. Present, the chairman and all the members of the committee.

G. W. INGALLS sworn and examined.

By Mr. WILSHIRE :

Question. Please state your full name, age, and occupation.—Answer. G. W. Ingalls; age, 37; occupation, United States Indian agent for the five civilized tribes.

Q. Are you the present agent of those tribes?—A. I presume I am. There is no other.

Q. Are you now in charge of the agency there?—A. No, sir; I am not.

Q. Please state what the reasons are that you are not in charge.—A. Well, I presume on account of charges filed in the Department by General Shanks, late commissioner for the Indian Territory, against myself and others.

Q. Then you have been relieved, temporarily, at least, from duty there?—A. I so considered it, although I have got no advices, by letter or telegram, from the Department to that effect. All I know is what I have learned through the newspapers.

Q. Have you ever been the agent of any other tribe or nation of Indians?—A. Yes, sir; I was, formerly, of the Indians in Nevada and Utah and Northern Arizona. I entered the Indian service in the summer of 1872, and have been in that service ever since as agent, with the exception of eight months, when I was on special service with Major Powell, the explorer, visiting the Indians of Idaho, Utah, Nevada, Arizona, and Southeastern California to induce them to go on to different reservations, and taking the census of the Indians on the Pacific coast. I was agent of the Nevada Indians up to July, 1874, when I was invited by the Department and by the religious society I represent to take charge of the five tribes which had then been consolidated.

Q. What religious society do you represent?—A. The Baptist.

Q. Were there any irregularities that came to your knowledge during the time that you had charge of the agency in Nevada?—A. None whatever, sir; there were irregularities charged during the existence of the commission of Major Powell and myself, but they were completely and satisfactorily answered, as I have it by a letter from the Secretary of the Interior, and the statements of irregularities found to be without any foundation whatever.

Q. Whom were the charges made against?—A. Against some subordinate employés of the commission. During a part of the time there were thirteen attachés of our commission.

Q. Can you state, substantially, the nature of any of those charges?—A. The exchange of Indian goods, such as agricultural implements and axes (I think that was all) for provisions—for flour and provisions—which flour and provisions were given in full exchange to the Indians. These agricultural goods were the annuity goods of the Northwestern and Gosi Ute, Shoshone and Pai Ute Indians. They were found not to be of any practical use, because the Indians were not farming, and when they met our commission there and were in a hungry condition, and without conferring with the Department, either Major Powell or myself, some of our subordinates, though with my own approval afterward, just exchanged, dollar for dollar, the value of the axes and agricultural implements for flour, and this flour was turned over to the Indians.

Q. Did you ever hear of any such charge made as that of shipping any flour from there back east to any point?—A. I did. That was charged against one of the employés. That was also answered to the Department, and I felt relieved from all responsibility in connection with the matter.

Q. Please state what the name of that employé was.—A. It is my own brother, N. W. Ingalls. It was of the value of \$65. As that has been mentioned I will state that the commission had exhausted their funds. We had written to Washington for additional funds, and had finally closed up our work, and Major Powell and I came here to write up our report, leaving three subordinates in the field to complete the distribution, among them my own brother and a teamster and a general assistant. In making the distribution to the Gosi Ute

Indians, southwest of Salt Lake City, there was not funds enough to pay the transportation to them, lacking about \$65. My brother went to the National Bank of Salt Lake City and borrowed the money and advanced the freight out of his own pocket, paying the freight on the goods to the Gosi Ute Indians. To re-imburse himself he took the equivalent, which was \$65, in flour. On his arrival at the Gosi Ute band of Indians, some forty miles from Salt Lake City, he found that one of the leading Mormons had already purchased flour for Indians. Two lots of flour were on the ground. The Mormon had purchased one and he had transported one from Salt Lake City. Of this flour he then takes, at its cost, enough to his own account to re-imburse himself for the freight—the \$65 which he had paid for hauling their annuity goods, which were blankets and other supplies—took it on his own account to his home in Illinois. He made a full answer to this transaction, and I did also, explaining the whole transaction to the Department, and I have a letter from the Interior Department stating that my whole conduct in that matter was relieved from any censure. I have not got that letter here, because I did not anticipate that question.

By Mr. TUFTS:

Q. Has this matter to which you refer been investigated before?—A. Yes; by the Department, carefully; and I have got a letter from the Department exonerating me.

Q. And the report and the papers in that case are all in the Department?—A. Yes, sir.

Q. You have not been informed of your discharge in any way, shape, or manner?—A. No, sir.

By Mr. WILSHIRE:

Q. Who is in possession of the office, and by what authority is he?—A. By a telegram which I received from my clerk I was told that Major Upham, of Fort Gibson, was in charge of the agency, and that he was directed by General Pope, on an order from the Secretary of the Interior, to take charge of the office, and that he had then taken charge. I was then in Illinois purchasing lumber and supplies to complete the agency buildings. This was my first information. I immediately telegraphed to New York, to the Baptist Home Mission Society, to be kind enough to learn the causes, and advise me what to do. They advised me to report to Washington and to meet any charges against me. I immediately came to Washington and reported at the Department of the Interior and requested a copy of the charges, or to see any charges the Department might have in its possession against me and my office, as I had learned from the papers and by telegram from my chief clerk that the office had been taken charge of by the military. The Department, in response to my request, placed in my hands a copy of charges filed by General Shanks, who had been a special commissioner in the Indian Territory last summer. After carefully reading the same I made answer thereto, and have filed my preliminary answer with the Department, giving also a brief history of my official experience in the Indian Territory within the past twelve months. I asked the Department for further time that I might have possession of certain books and letters in my office at Muscogee to enable me to make a more complete answer, and to sustain the statements which I had made in my previous one, which was granted. I asked the Assistant Secretary of the Interior if the charges which he placed in my hands were all the charges which the Department had against me. He said "yes." He has stated that at three different times, and also that I might have all proper time that seemed to be necessary to complete my answer, if I wished to make further answer. That is the reason of my being here in Washington. I have no other.

Q. Now what do you know about the conduct of Mr. Shanks as special commissioner?—

A. Immediately after the adjournment of the last session of Congress, Mr. Shanks met me in the Interior Department and stated that he had just then received the papers for the appointment of special Indian commissioner to the Indian Territory and that he wanted to see me before he went down there. I told him that I would see him then if there was anything important. We stepped into the library nearly opposite the office of the Assistant Secretary of the Interior and had quite a long conversation. The substance of that conversation was with regard to his visit to the Territory and his object in going there. He said that he had matured a plan which he was very anxious to carry out and he wanted my cooperation to assist him in carrying it out, which was in substance to be employed as the general attorney for those five nations that composed my agency, as general attorney or general counsel, and if possible he wanted also to have added the Osage Indians that he might represent them as general attorney; to make his headquarters here in Washington at a salary of \$10,000 and his traveling expenses. He said that he had fought long and hard for the Indians, and he was a poor man; he had got nothing to show for it, and he thought it was due that he should receive something of this kind from the Indians and that was the reason that he accepted this special commissionership; he thought it was rather beneath him for the services he had rendered in behalf of the Indians, and for services which he had rendered the Interior Department and its officers, and that he only accepted that commission because it would better enable him "to get around" (to use his own words) among the Indians to form their acquaintance and they to form his acquaintance between the beginning of that commission and the fall, or the time when the councils of the five tribes would convene; at which time he hoped by his previous acquaintance with the prominent

Indians he would be able to perfect a contract or arrangement with the different councilors ; taking this position as special commissioner would give him special influence and prestige which he thought that he would not have if he went as an ex-member of Congress or a private citizen, and that he wanted my co-operation so far as it was proper, to the end of perfecting the arrangement of attorney with those tribes. I remarked to Mr. Shanks that he ought to be posted in what was right for me to do as a Government officer, and that anything that was proper and right I should be very glad to do if it had the approval of the Department. He stated to me that if this arrangement was perfected with the Indians down there it would have the approval of the Department, and that he had been assured that it was desired by the officers of the Interior Department. On the arrival of Mr. Shanks at the Indian Territory, he frequently referred to this contract or bargain that he wished to make with the five tribes, and he hoped he would be able to fix it up while he was down there, and invited my aid in getting it arranged with the Creeks, with the Cherokees, and with the Seminole authorities, and perfecting it before he left. Soon after his arrival I met him at Ocmulgee, the capital of the Creek Nation, and we rode together to make the Seminole payment of \$40,000, which had been appropriated by Congress at the last session. General Shanks, in his commission or letter of instruction, had been requested to be present at that payment, to witness it—so he informed me. I did not see that letter, but he informed me so. He was present and directed the payment during the whole payment, including \$20,000 made *per capita* to the nation, and \$20,000 which by the act itself was required to be applied in removing the indebtedness of the Seminole Nation. It was during this payment that General Shanks had some serious misunderstanding with the Seminole authorities. His recommendations and suggestions did not seem agreeable to them ; they thought if they were carried out, it would be doing themselves injustice. I refer now to the application of the \$20,000 toward the removal of their indebtedness. They refused to accept his recommendations ; finally the payment was concluded. During the discussion or interview, General Shanks charged the Seminole authorities with doing a dishonorable thing ; he stated to the chief of the Seminoles that his children would rise up and curse him for refusing to accept his recommendations, and allowing the money to be used as the authorities had directed ; and he not only abused, in his conversation, the chief of the Seminole Nation, but all the other officers. Immediately after this payment, General Shanks and myself were invited to deliver addresses to the people in public. In the address of General Shanks he counseled the Indians against the harboring or inviting the white people among them, and especially the employment of any white men in their behalf in securing their claims against the Department or the Government. The general tenor of his speech, and the effect, was to excite a feeling of prejudice on the part of the full-bloods, and the Indians generally, against the presence of whites in their nations. I was careful in listening to that speech, and took him to task afterward, as I thought it was a little unwise in getting up a feeling of alienation between the two classes. Afterward, at Tishomingo, the capital of the Chickasaw council, General Shanks made another speech to the officers and the members of the council and the people assembled, in which he advised them as he had advised the Seminoles, against the presence of whites in their midst, and made a statement to the Chickasaws that those whites who had married into the nation had done it not from worthy motives, but in order to get a home and get possession of their lands ; and if they encouraged that custom the whites would so increase they would get control of their country, and they would lose their lands. To illustrate his remarks, he said, he referred to a prominent white man there, and a very worthy citizen, so far as I have been able to learn—he referred to him, and he asked the question, "Do you suppose this man married his present wife, whom I think to be a lady, for love? No, to get possession of your lands." During his talk or speech the treasurer of the nation, Mr. Burney, rose and said that he did not like to listen to this kind of remark, because that man was his brother-in-law ; and then referred to the governor and said he was a relative of the governor, and he believed this white man to be a worthy gentleman and that his motives for marriage were proper. I learned of General Shanks making other addresses of the same character while in the Indian Territory, and I learned from officers of the Choctaw Nation and from private citizens of those several nations composing the agency that he had given the same counsel to their people. Referring again to his presence among the Seminoles, I will state that his language to them, and also at other places where I was present, was mingled with a great deal of profanity, so much so that I took him to task for it. I thought it would injure his influence among the Indians, but he seemed to continue it, and I felt that it stood in the way of the success of his commission. In connection with this Seminole payment there were two claims presented, one by George A. Reynolds, and one by M. P. Roberts, for services which they claimed that they had rendered, in assisting the Seminoles in securing their claim while in Washington. This M. P. Roberts had been employed while the Seminole delegation were in Washington as its secretary, and the delegates stated to a subcommittee of the Indian Committee of the House that they had employed Mr. Roberts not as attorney but as their secretary, at \$100 for the time he was in Washington and his traveling expenses from the Territory and back again, and his expenses while in Washington. Notwithstanding this, at the Seminole payment this M. P. Roberts put in a claim of five or six hundred dollars against the Seminoles for getting through, as he stated it, assisting in getting through, the Seminole claim of \$40,000, in

addition to that sum agreed upon for his services. That fact I communicated to General Shanks; notwithstanding which, he said afterward, the following day I think it was, that he was willing the Roberts claim should be paid, but he was not willing that the Reynolds claim should be paid. That Reynolds claim, I think, was \$800.

By Mr. PAGE:

Q. Did you communicate with General Shanks in reference to the payment of the Roberts claim by letter?—A. No, sir; this was all in person while in Washington and in the Territory. In making up the report of that payment General Shanks filed charges against Mr. Reynolds. I was informed of that by a Department letter of August 14, inclosing a copy of those charges with a request to investigate the same. Knowing many of the circumstances, I felt embarrassed to do so at once. I feared that if the fact became generally known as to his discrimination in favor of M. P. Roberts, (with whom he soon afterward became intimately associated and remained so, particularly from September up to the time of his leaving the Territory,) that if that fact became generally known, it not only might injure his commission work which he had there in the Territory to do, which he was ordered by the Department to do, but it might draw me into unpleasant relations with him, which I wished to avoid, and I postponed an answer to that letter until recently. Mr. Shanks, in company with this Roberts to whom I have just referred, visited the Choctaw council, the Creek council, and a Cherokee council, together. I had verbal proof, which I expect to have in the form of writing before I complete my answer to the Department, from the different persons in those Territories who heard the conversations of Mr. Shanks during the session of the Choctaw council, and also of the Cherokee council, and to this Mr. M. P. Roberts, in which he stated that I was not a friend of the Indians, but was more a friend of railroads; that he did think I was a Christian gentleman, and even up to the time of his going down to the Territory he thought I was, but that he felt satisfied I was not now; that I had been bought up by the railroads and that I had taken stock in the Boudinot newspaper enterprise, and other remarks of a similar character which I felt would serve to shake the confidence of the Indians in the management of my agency. These facts came to my knowledge, and yet I refrained from reporting any of them to the Department, nor did I do so until recently, out of respect to his official position. All the statements which he had made were false, as I shall be able abundantly to prove by my answer, to the Department and by the supplemental answer which I shall put in soon.

Q. Anything more?—A. I would like to refer to General Shanks's intimate relations with the late chief Wm. P. Ross, of the Cherokees, who, since the Tahlequah riot a year ago last December, has failed to give me, as the officer of their nation, hearty support, and has not only served to embarrass me, as I have reported to the Department in letters within the last six months, and to embarrass the business of my agency, but he has been reported to me by the deputy United States marshals of the western district of Arkansas as thwarting their efforts as officers in the arrest of criminals in their nation. I refer to the late chief, not the present one. Ross's course was made known to General Shanks by me in person; and yet his intimate association with him at Fort Gibson, and with this M. P. Roberts, their frequent meetings together, and the reports which came from those meetings to the agency office, and the public talk generally, served as another source of embarrassment in the management of my agency. I had been charged by Chief Ross with interfering in making investigations in the Cherokee country with regard to claims for citizenship; and yet every act that I had done there, every investigation I had made, was made by order of the Department of the Interior, embracing several hundred claims on the part of North Carolina Cherokees for citizenship in that country, and those claimants having stated to the Department of the Interior that they could get no justice in their courts or council, and therefore they appealed to the Department to assist them. I was ordered to make these investigations, and the discharge of that duty provoked a great deal of unpleasant criticism from Chief Ross and his party, because nearly all these claimants were members of the opposite party, called the Downing party, and exposed the injustice toward the claimants. I have made a report to the Department on this Seminole matter, as I stated before, and the papers are now on file in the Indian Bureau. My answer to General Shanks is on file in the Indian Department here. I think that perhaps the papers will more clearly show the mode in which the Seminole payment was conducted than my verbal statement here. I will say further that from the time General Shanks came to the Territory until he left, I never said or did anything to oppose the success of his commission work. I did nothing, though, to assist him in securing the contract which he seemed desirous of procuring. To show my kind feeling toward him I will relate one incident. General Shanks in his visit to Caddo met a gentleman named McPherson, the publisher of the Oklahoma Star, and I think became acquainted with him, at least met him once or twice. After leaving Caddo, and at Ocmulgee, General Shanks, in some remarks there, traduced the character of the wife of the editor of this paper, which remarks came to the ears of the editor, and from that time until General Shanks left the Territory, there were sharp and bitter comments frequently made upon General Shanks in that newspaper. The editor came to Muscogee during the international fair, I think, in September. General Shanks was present. I went to him and asked him if it would not be well for him to make up his differences with the editor of that paper, remarking that they only served to embarrass him in this commission work, and that

I would like to see them fix up their matters. I had a long talk with him, and he finally consented, if I would introduce him, to talk to Mr. McPherson. I went down to the hotel with him, (the Mitchell House, at Muscogee,) and introduced him to Mr. McPherson, (although I think he had met him before,) and hoped that they might effect a reconciliation, but General Shanks, as McPherson told me afterward, did not treat him as a gentleman, and so he continued his attacks upon General Shanks and his course while in the Territory.

By Mr. TUFTS:

Q. Do you know of any irregularities in those five nations—do you know of anybody having been down there stealing?—A. I cannot recall any now on the part of the Government, but have been informed that there are irregularities on the part of the officers of the Cherokee Nation, but that is another matter and concerns only the officers of the Cherokee Nation.

By Mr. WILSHIRE:

Q. You were pretty familiar with the conduct of General Shanks in the discharge of his duties as special commissioner, were you not?—A. With the exception of that part of his duty which took him out to Fort Sill, and his effort to induce some of those wild Indians to come to the northeastern part of the Indian territory. All I know of that is from his (Shanks's) statements.

Q. Do you know whether General Shanks was really employed by any of those tribes of Indians as their attorney, to represent them?—A. When?

Q. At any time while he was commissioner?—A. I know that he was interested—that is, from his own statements—in the success or passage of what is called the Osage claim: I mean the payment of the Osage claim. He so stated to me at several times, that he hoped that that claim would be paid, and that he had promised to do what he could to get it paid.

Q. When was that payment made?—A. Only a part of it has been made. That was a year ago last summer. The balance of the claim I learn has been rejected by the Secretary of the Interior. There was a further balance, and it was that balance to which General Shanks referred—a balance of over \$200,000.

Q. It was in relation to that that you understood that he was employed by the Indians?—A. Yes, sir.

Q. Do you know anything about what he was to receive for any services that he might render in that capacity?—A. No, sir; only that he had stated to me while he was a member of Congress, in referring to his desire to have this general contract as attorney for the five tribes perfected, that he wanted to have it perfected because it would embrace all the Indian claims in a general manner, while at the time it would not interfere with any private contracts that they had previously made with other parties in relation to the Osage and other claims against the Government.

By Mr. PAGE:

Q. Did you understand that General Shanks was pecuniarily interested himself in the payment of this Osage claim of \$200,000, or was it simply his desire to see the Indians properly dealt with?—A. It was from a pecuniary interest of his own.

Q. He so stated to you?—A. He gave me distinctly to understand so.

Q. He told you that it was a pecuniary interest?—A. Well, he did not express it in those words, but that was the substance of it.

Q. This was when he was acting as special commissioner; not while he was a member of Congress?—A. It was while he was in the territory that he made this statement.

Q. He was then acting as special commissioner?—A. Yes, sir.

Q. And he then stated to you that he was pecuniarily interested in that claim.—A. I don't know that he put it in those words, but he said that he wanted it got through, and he had promised the friends of that claim to assist them in getting it through.

Q. Is that all he said from which you inferred that he had a pecuniary interest?—A. Yes, sir.

Q. That is his exact language?—A. Yes, sir; as near as I recollect.

Q. Now state again what he did say in reference to the payment of the Osage claim.—A. That he had promised the friends of the claim that he would help them in getting it through.

Q. "The friends of the claim;" that was the Indians, was it not?—A. Well, I don't know whether it was confined to the Indians. I don't know who was to get the money.

Q. Is this your statement, that he said that he had promised the friends of the claim that he would help them to get the money?—A. Yes, sir.

Q. And that is all he said to you about any interest that he had in it. You refer to his private conversation in the Interior Department?—A. Yes, sir. He told me then that the friends of that claim had promised to help him to get through the councils of those five tribes; had promised to assist him in fixing up his contract as attorney for the five tribes, if he would assist in getting through that Osage claim.

By Mr. WILSHIRE:

Q. It was from that, then, that you came to the conclusion that he was interested pecuniarily?—A. Yes, sir.



By Mr. BOONE :

Q. Do you know by what authority he was appointed special agent?—A. He claimed, I think, under the act of March 3, 1873.

By Mr. PAGE :

Q. You were Indian agent for all the five tribes?—A. Yes, sir.

Q. This conversation with General Shanks took place in the Interior Department, after Congress had adjourned?—A. Yes, sir.

Q. And he stated to you that his object in taking this appointment was to secure, through the councils of the Indians, the attorneyship or agency of those tribes, did he?—A. He said that was his main object.

Q. He requested your assistance, did he not?—A. Yes, sir.

Q. Did you acquiesce?—A. At that time, as I stated a moment ago, I told him that anything that was proper for me to do as a Government officer (of which he ought to be able to judge) I would do.

Q. What I ask is, whether you gave him to understand that you would assist him in securing the attorneyship of those tribes of Indians?—A. I made that remark, that anything that it was proper for me to do, and that was agreeable to the Department, I should do.

Q. You are not in the Indian service now, are you?—A. Well, I can't answer that. I have received no official notice that I have been relieved.

Q. You are yet acting as agent of those tribes, then?—A. I am here answering the charges of General Shanks. That is my sole business here. As soon as I get through with that, I expect to return.

Q. Do you regard it as a very serious charge against General Shanks that he said, if a white man married a squaw, it was for the purpose of getting the lands? You disagree with that sentiment?—A. Most decidedly.

Q. You think, then, that white men will marry Indian ladies out of pure love?—A. Yes, sir, I do. There are thousands of instances of it.

Q. You do not regard it as a suspicious circumstance at all, that a white man marries a squaw?—A. Not at all, where the man has sustained a good character previous to his marriage.

Q. You stated that General Shanks abused the Indians, used bad language to them?—A. The only instance that I know of was at the Seminole payments. He abused them then, particularly the Seminole authorities.

Q. What did he say to them?—A. I can't recall the remarks that I made a few moments ago on that subject.

Q. How do you know, then, that he abused them; did he strike them?—A. He abused them in language.

Q. What did he say?—A. Well, among other things, he said, "If you allow this payment to go so, you are doing a dishonest thing by your people; you are doing them an act of injustice; you are doing something that in future generations your children will rise up and curse you for;" and other statements of similar character, indicating that their approval of that mode of payment was dishonest; and the remarks of that character, on the part of General Shanks, continued for several hours, mingled at times with profanity.

Q. That is the abuse that you refer to?—A. Yes, sir; because I knew those gentlemen to be honorable, Christian men.

Q. You say that the newspapers abused General Shanks?—A. This Oklahoma Star did.

Q. That is not the newspaper that you were one of the owners of?—A. O, no; he never charged that upon me.

Q. You requested General Shanks to wait upon the editor of the paper and fix things with him. Did he do it?—A. Well, he met him at the hotel there, but, instead of fixing it, he left the man as mad as before.

Q. What was the character of negotiations to make that newspaper friendly to General Shanks?—A. Well, simply that they both should stop talking about each other—that he should cease to run down or speak ill of the editor or his family, and the editor should cease from attacking him in his newspaper. That is all that I knew of, because, after I introduced them, I left them.

Q. There was no other consideration suggested on either side?—A. None that I know of. I don't think there was.

By Mr. LANE :

Q. State the effect of General Shanks's speech upon the Indians. Did it tend to create a spirit of hostility toward the whites?—A. It did not have that effect in the Seminole country. They seemed to have lost respect of his opinions from his course there.

Q. Did it appear to you that he desired to develop that feeling?—A. Yes, sir; it did, or else I would not have referred to it; and just so with his speech at Tishomingo, or I should not have referred to that.

Q. This salary of \$10,000, of which General Shanks spoke at the meeting at the Interior Department, by whom did he expect that to be paid—by the Indians?—A. Yes, sir.

Q. He was then, I understand you, soliciting your aid, in order that he might consummate a bargain with the Indians to that effect?—A. Yes, sir.

Q. You state that you withheld from him the aid that he solicited?—A. Yes, sir.

Q. Do you attribute his hostility toward you, or the preferring of the charges against you, to this circumstance, that you withheld that aid for which he asked?—A. In part only.

Q. Will you state whether those charges made against you in whole or in part are true?—A. In the main, they are false. I have so stated, and I can prove it, as I have informed the Secretary of the Interior, if he wants proof other than my answer.

Q. And in those respects in which they are true, are they of a character to render you culpable?—A. Not at all. So I am informed by officers of the Government; they are considered very frivolous.

Q. Have you examined the list of agents as reported by the Commissioner of Indian Affairs?—A. No, sir.

Q. I see that your name does not occur in the list?—A. I was not aware of it. I have not seen it.

Q. You cannot tell this, whether or not you are the agent of those tribes at the present time?—A. I cannot.

Q. I see that you are reported in the report of the Commissioner of Indian Affairs for 1874, as agent for certain Indians in Nevada—Southeastern Nevada?—A. Yes, sir; and as I before stated, that agency embraces Southeastern Nevada, Southeastern California, Northern Arizona, and Utah.

Q. I understand that you left that agency in 1872?—A. No, sir. I entered the service in 1872, and I was appointed agent for the Union agency, or the consolidated tribes, in July, 1874, I think.

By Mr. PAGE:

Q. You stated awhile ago that General Shanks used very profane language: is not General Shanks a member of the church?—A. Not to my knowledge, sir. He stated to me that he was not a member of any church, and I judged as much by his course.

By Mr. WILSHIRE:

Q. I call your attention to your narrative statement, in which you said that you were present at the disbursement of certain funds for the Seminoles; do you know whether General Shanks received from either of those \$20,000 funds any part of them, directly or indirectly?—A. No, sir; I do not. I don't think he did. I don't know of his getting a cent.

Q. If you can remember, I would like to have you state what were the recommendations made by Mr. Shanks to those Seminole Indians, with regard to the use of one of the \$20,000 funds—the advice or recommendations which produced this bad feeling between him and them?—A. The indebtedness represented in part the claims of the Seminole delegates to Washington for several years previous, for services in attending here—a per diem; and because of the poverty of the nation, they have not been able to pay to those delegates the compensation agreed upon, but had given them warrants to represent the indebtedness, running back several years—three or four I think; and this appeared as a part of the obligation to be discharged by the \$20,000.

Q. That \$20,000 was to be used for that payment?—A. Yes, sir; removing the entire indebtedness of the Seminole Nation.

Q. Did General Shanks recommend that it should be so used?—A. In so far as it applied to the indebtedness due to the Seminole people themselves, he refrained from that; he told them that the country was poor, and they ought not to make that claim.

Q. Then I understand that the difference was that General Shanks wanted the \$20,000 appropriated to pay the claims of this delegation given to the Indians, instead of paying the claims?—A. No, sir; I don't think he made a recommendation that it should be given to the Indians, but he said that the delegates should not take it. I don't know that he said how it should be used, only he said that they ought to serve their country for nothing.

Q. What recommendation did he make about it then—that it should lie idle?—A. So much of the \$20,000 as went to pay outside parties for money borrowed—some of it was money borrowed to carry on the government, and to partially defray the expenses of previous delegations to Washington, and all the warrants representing the indebtedness of that character he was not in favor of paying in full, and he stated at one time, in regard to the balance, that rather than accept the views and the claims presented by the Seminoles, he would carry the money back to Washington again.

Q. Did he have charge of that disbursement?—A. No, sir; I had. I was under bonds of \$100,000, and I remarked to him that his course might embarrass me, as my bondsmen might have something to say about it.

Q. Had he any authority to take that money back to Washington?—A. Not that I know of, but he used that language, and his repeated statements of that character finally led the Seminoles to throw off the interest on their warrants, and give it, as they said, to their nation, as a sort of compromise, rather than have the money taken back to Washington.

By Mr. PAGE:

- Q. How much did the interest amount to?—A. It was at the rate of 10 per cent.  
Q. Can you give us about the amount of it?—A. No, sir; I cannot at present.

By Mr. WILSHIRE:

Q. Was that \$20,000 appropriated to pay that character of claim—to pay the delegations?  
—A. I think so. It embraced, as I said before, the entire indebtedness of the Seminole Nation.

Q. Was the sum of \$20,000 sufficient to do that?—A. Yes, sir; it cleared off everything. The treasurer is here, and is able to answer for himself.

Q. Then, in the face of the act appropriating that money, and in the face of the officer authorized by law to make the disbursement, Mr. Shanks, I understand you to say, declared that if his views were not carried out he would take the money back to Washington?—A. Yes, sir; he stated that to the officers of the nation, some of whom are here to-day.

By Mr. PAGE:

Q. What act was that?—A. It was an amendment to the deficiency bill, passed the very last day of the session. I will state that I was not directed by the Department by any instruction, written or verbal, to recognize General Shanks in that payment in any way, shape, or form, notwithstanding which I treated him with the utmost courtesy, as much as if I had been so directed by the Department, until it came to that point, when I told him that his course might embarrass me.

By Mr. WILSHIRE:

Q. Mr. Shanks, then, came there and assumed to exercise authority in the matter?—A. He did. I was told by him afterward that he was directed to be present, and to witness the payment, and see that it went off right.

Q. State now, from your general knowledge of all that occurred during the time that Mr. Shanks was there, whether his services were of any benefit at all to that agency or to those Indians, in your judgment.—A. Not at all, sir. I can candidly say that.

Q. Do you think it was disadvantageous to the management of Indian affairs of the Government at that agency?—A. Yes, sir; I do seriously.

Q. Do you think it is necessary that there should be such an officer there at all in connection with the other Indian agents?—A. I hardly feel like answering that, sir, because it seems to raise a question between my judgment and that of the Department.

Q. Well, it is our judgment that is to be informed now.—A. Is it proper for me to pass upon the judgment of the Department?

Q. Certainly it is. I ask you to answer, basing your answer on the knowledge of the condition of affairs there.—A. Well, sir, it has seemed to me unnecessary. In fact, General Shanks so stated to me before he started out. He said, "Major, if you have any objection to my going down, say so, and I will take these papers and throw them in the face of those fellows that I have been working for. There is nothing in here that you cannot do yourself." But, said he, "It will pass over the time between now and the meeting of the council, and I will receive \$10 a day and traveling expenses. I am a poor man, and that is why I take it, and not only that, but it will enable me to arrange that contract, to get it through."

Q. Who were those fellows that he spoke of?—A. Officers of the Government, he said.

Q. Did he give you to understand, directly or indirectly, what the character of the service that he had arranged for them was?—A. No; he did not. He said he had been fighting for those fellows there for three or four years; that is all.

By Mr. VAN VORHES:

Q. You have referred here to the Osage claim; do you mean by that the claim presented by the heirs of Van for compensation?—A. Yes, sir; that is what I mean.

Q. Among the friends of that claim do you include others beyond the heirs of Van?—A. He did not mention them by name; he said the friends of the claim.

Q. You don't know whether he meant any beyond them or not?—A. I cannot say.

By Mr. MORGAN:

Q. State whether the claims made against these \$20,000, which General Shanks opposed the payment of, were not for attorneys' fees in the prosecution of the claims of the Seminoles.—A. No, sir.

Q. Did they not grow out of any such transaction?—A. No, sir; no part of them.

Q. Who were the men that had those claims?—A. Members of the Seminole Nation, some of them officers and others citizens.

Q. General Shanks, you say, denounced those as unjust and exorbitant claims?—A. Yes, sir.

Q. And for that reason he desired the officers should not pay them?—A. Yes, sir; and called the officers, some of them who reported them, scoundrels.

Q. Did you hear General Shanks, at Muscogee, at the international fair?—A. Yes, sir.

Q. Was that speech referred to by you as tending to disturb the harmony between the whites and Indians of similar character to that one?—A. No, sir. That speech at Muscogee was more conservative—the most conservative speech I knew him to make, but in his previous speeches he had said that he was the representative of the Government.

Q. In his previous speeches, in denouncing the whites, did not he refer entirely to a class of whites that he accused of conspiring with certain Indians to swindle the Indian tribes there?—A. No, sir; he did not make that close discrimination.

Q. Did not his speech at Muscogee leave that impression?—A. Yes, sir; it did, and that is why I speak of it as different from the others.

Q. There he denounced bad white men who were conspiring with renegade Indians to swindle the tribes?—A. Yes, sir; that was his general line of remark.

Q. Did not he claim in all his speeches that his object was to break down those bad white men and bad Indians who were swindling the tribes?—A. I think he did claim that in connection with his other remarks.

Q. Is it not the fact that there was a very bitter feeling between the Ross party down there and another party known as the Boudinot party?—A. Yes, sir; there is such a feeling, and has been for years. It has amounted at times to intense hatred.

Q. And is it not also a fact that McPherson and yourself and others were friendly with the Downing party, and that General Shanks was friendly with the Ross party?—A. Well, sir, I never was particularly friendly, but courteous, with McPherson. I received some very severe criticisms from his paper for my management of the freedman's school question.

Q. Well, it is a fact that McPherson and that class generally classed General Shanks and Ross together, and denounced them together?—A. Yes, sir; they did speak of them as common friends.

Adjourned.

COMMITTEE ON INDIAN AFFAIRS,  
January 20, 1876.

*Communications from the Interior Department.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., January 19, 1876.

SIR: By Department reference of the 15th instant, I am in receipt of your note of that date, asking copies of the charges made by Mr. Shanks against G. W. Ingalls, United States Indian agent for the Union agency, Indian Territory, and of Mr. Ingalls's reply thereto, and have the honor to forward herewith, in compliance with your request, copies of these papers.

Very respectfully, your obedient servant,

J. Q. SMITH, *Commissioner.*

Hon. W. W. WILSHIRE,  
*Chairman Subcommittee Indian Affairs.*

*Statement.*

Agent G. W. Ingalls used his personal influence, in 1874, to secure the passage through the Cherokee council of an act granting sheep-ranch privileges in the Cherokee country to a friend of his, not a citizen of the Cherokee Nation. The act was indefinite, and the principal chief, W. P. Ross, vetoed it; since which time the agent has been vindictive toward Ross.

He procured, by his personal efforts in 1874, the passage through the Chickasaw national legislature of an act granting sheep-ranch privileges to one Cullom, the same person who was defeated in the Cherokee council by the veto of Principal Chief Ross.

He procured, by his personal efforts in 1874, the passage through the Creek national council of an act granting sheep-ranch privileges to his brother-in-law, John Roberts, a citizen of Illinois, who has since assigned the same to N. W. Ingalls, the agent's brother, and his, Ingalls's, partners in trade, Colby, Smith & Co.

The form of assignment I have not seen, but there is no warrant in the act to authorize the assignment.

This last-named or Roberts ranch was located at a point near the Missouri, Kansas and Texas Railroad, south of Muscogee, where Agent Ingalls intended and commenced to locate the Union agency in the spring of 1875, but a severe rain-storm drowned a portion of the sheep on the ranch, and overwhelmed the town-plot, and thus ruined the entire movement, and the loss of a United States agency site.

He then tried another place still farther south, and near the Missouri, Kansas and Texas Railroad, and there "dugged a well," but fortune was against this movement also, and in due course of time the water in the well which he had "dugged" for the agency became salt.

In the mean time, however, Agent Ingalls had applied to Samuel Checote, then principal

chief of the Creek Nation, for privilege to take into the agency grounds, for town-site purposes, five sections of land, the treaties only allow one section, while one acre is sufficient. One of these sections, according to the agent's plan, was to represent each of the five civilized and Christian nations in the Union agency whom he was representing. This was by Chief Checote very respectfully declined.

About this time the Missouri, Kansas and Texas Railroad changed officers, and Mr. Stevens, former general superintendent, became less prominent in town-building than he had formerly been along the line of the road.

About this time, however, two other events occurred in the history of this troublesome matter.

The water in the well at the last point fixed on for the agency, &c., became salt, and the people at Muscogee raised (by invitation) \$2,500 by subscription, conditioned that the agent would permanently locate the agency at Muscogee, (where the business was then being done.)

Part of this subscription of the Muscogee people was to meet the funds wasted at the two former places, and the remainder to build an office in Muscogee, so as to secure the business advantages arising therefrom to the town.

A part of the subscription-money from the people of Muscogee has been paid, but the exact amount paid, or its particular application, is not known to me; a part of it, I heard, was not paid up to the 12th of October, 1875.

He has seized upon five separate and distinct pieces of ground, by his authority as United States Indian agent, and ostensibly for agency purposes, under treaty stipulations.

These grounds were surrendered to him as such officer for this supposed purpose. Upon some of these grounds he has erected, or permitted to be erected, buildings. The two were abandoned for causes above referred to; one had too much fresh water, and the other too much salt water, the fresh water from the clouds, and the salt water from the bottom of a well.

The Indian country is large, but there seems to be much difficulty in finding a place for the Union agency, &c.

Passing from the fresh and salt water localities named above, I will only call attention to the seizure and buildings at and near Muscogee, Creek Nation.

Some months since, and prior to his peregrinations in search of an agency, Agent Ingalls seized upon a parcel of ground within the town of Muscogee, then claimed and occupied by other parties, on which they had a stable and some hay, which, at the agent's direction, the claimant removed, and surrendered possession of the ground to him as United States Indian agent for the Union agency.

The claimants, being Creeks, held that they are entitled to the grounds when the Government no longer needs or holds them for its purposes, and these grounds not being on the agency section. On these grounds thus seized, a one-story frame building was erected, that has been used by Agent Ingalls as an agency office since the winter of 1875-'75, until some two months since.

This building now seems to be claimed and is occupied by N. W. Ingalls and his partners in business, and has, with part of the grounds named above, been delivered by Agent Ingalls to the possession of N. W. Ingalls, against the protests of the Creek claimants, who surrendered the ground to the Government for its use, and not to have erected on it private property of those not entitled to it, and possession given to those who are not citizens.

On the other part of this same parcel of ground, and within 12 feet of where the above-named frame building then stood, (N. W. Ingalls has since moved it to a different part of the same ground since it was turned over to him,) Agent Ingalls permitted the parties (whoever they are) to construct the building in which the paper erroneously called the "Indian Progress" was printed. The paper was silent as to its authors. The persons who seemed to be interested in and managing the construction of the building was a white man by the name of Harris, who was refused citizenship by the Cherokee Nation; a white man by the name of George Reynolds, former Indian agent; a white man by the name of Stevens, who is a Cherokee by adoption, and the man called E. C. Boudinot, but whose real name is Watie, and who has some Cherokee blood in him, and who is the only one with Indian blood in his veins who has had anything to do with conducting this misnomer and the building in which it was printed.

The building hereon constructed by these men was against the protest of the Creek claimants of the ground, made to Agent Ingalls and to those men, and against the known written protest of the principal chief, Samuel Checote, made to Agent Ingalls as agent, and has been ordered confiscated by the Creek council. I do not know in whose possession the building now is. It should be the Creeks.

Agent Ingalls, as agent, seized another parcel of ground some two blocks west of the above named, and on which he caused to be erected an office-building, at a cost of nine hundred and fifty dollars, to be paid for out of the subscription-money of the Muscogee people, as it is not on the section to be named hereafter, and will thus become private property placed upon Creek soil, ostensibly for United States purposes, and under United States authority, thus leaving a question to be settled in the future as to title.

He, as agent, took possession, about two and a half miles from Muscogee, of a hill, and

named it Prospect Hill, whether on account of his long prospecting for an agency site, or from its prominence, I do not know, but that is its name now by authority. Here he seems to have settled down. There was no natural road to this hill, but he has caused one to be made up the hill-side, as labored and tortuous as was his heart for a place to locate himself.

There was a settler, Dr. Helm, near a spring on the hill-side, whom the agent, for want of room, bought out, for some \$300, and on the hill-top is now finally erecting the agency building proper, of stone. He is also constructing another building, a frame, some 300 feet from the stone one. This frame building is ostensibly for his clerk, Maj. E. R. Roberts, and although located on Prospect Hill, is being built with part of the subscription-money of the people of Muscogee, and not with their desire, as their money was to be used, as they understood it, within the town of Muscogee.

This is the third building erected with private funds on grounds seized and held by Agent Ingalls, as agent, and ostensibly for agency purposes, yet all of which are private enterprises. This does not include that other structure transported in sections from Chetopa, Kans., to Muscogee, Creek Nation, and erected, as stated, to print that misnomer, the Indian Progress, in; more properly speaking, the railroad advocate for Indian lands, under prospective land-grants, edited and published by said company's employes.

Agent Ingalls is also opening a farm adjacent to Prospect Hill, which the Government or Indians do not need either for example or for gain.

N. W. Ingalls, brother to the agent, and one Colby, (now said to be of crooked-whisky notoriety,) purchased of Atkinson & Robb, licensed traders at Muscogee, their stock of goods and room, and Atkinson's house and buildings, but for some reason Colby's name is held back, and one Smith, father-in-law to Colby, becomes ostensible partner with N. W. Ingalls.

Colby, however, is the moneyed man of the concern, and I am informed is a distiller in Illinois.

There is also a timber-contract for 200,000 feet of walnut timber, to be cut from Creek soil, that needs investigation, as to the real parties, but it has been arrested in the midst of its progress by the Creek council, and I did not look farther to it, but think the Department would do well to ascertain who are the real parties in interest.

The following is a list of Agent Ingalls's relatives at Muscogee, so far as they had arrived up to November 12, 1875: G. W. Ingalls, agent; N. W. Ingalls, brother of agent, merchant and owner of sheep-ranch, by assignment from J. Roberts; J. Roberts, brother-in-law, former owner of sheep-ranch; E. R. Roberts, brother-in-law, clerk of agent; Miss Ingalls, daughter of N. W. Ingalls, school-teacher at Muscogee; also a nephew of the agent, and a step-son of N. W. Ingalls, whose names I do not now remember, and another Roberts, brother-in-law, who is boarding-house keeper at the agency buildings.

Agent Ingalls has lost the confidence of every Indian Nation in his agency, and of every man that I met there.

Even Boudinot, and Harris, in their paper, denounce him as having gone back on them, after his promises, as they assert, to aid them to force a building and paper on these Indian people against their interest and wishes.

In support of these statements, I refer you to the following persons residing at Muscogee: James Mitchell, hotel-keeper; James A. Patterson, licensed trader; Atkinson & Robb, former licensed trader; Rev. Mr. Elliot, Presbyterian minister; E. R. Roberts, agent's clerk; John Roberts, now, perhaps, at Sherman, Tex.; postmaster; Major Foreman, miller; Joshua M. Ross, Indian merchant; Judge Moore, chief justice Creek Nation.

I also present herewith, as a part of this statement, a copy of my letter to the Commissioner of Indian Affairs, contradicting a false dispatch from Parsons, Kans., to the press:

CHAHTAH, TAMAHA, CHOCTAW COUNTY,  
November 3, 1875.

Hon. E. P. SMITH,  
*Commissioner of Indian Affairs:*

SIR: I noticed in the Washington Chronicle of the 26th instant, just handed me, a dispatch from Parsons, Kans., dated October 25, relative to the paper now published at Muscogee, Creek Nation. I send the dispatch, clipped from the paper, and make it part of this letter.

*"Journalism under difficulties.*

"PARSONS, KANS., October 25, 1875.

"The first number of the new paper, called the 'Indian Progress,' published by Boudinot and Harris, appeared at Muscogee, Creek Nation, yesterday.

"It is reported that General Shanks, Indian commissioner, and M. P. Roberts have purchased a charter from the Creek council to publish an international paper at Muscogee, and that they have also obtained an order from the council directing the suppression of the

Progress, and the removal of the printing material and building within ten days, at the outside limit of the Creek Nation, with a penalty of confiscation for failing to do so.

"Boudinot and Harris have applied to the United States for protection, with a view of ascertaining whether a newspaper can be suppressed, or a censorship exercised over its columns."

The statements in the dispatch, so far as they relate to myself, are false in every particular. The Creeks acted on their own judgment. They have had quite enough to awaken their judgment and arouse their action without advice from others.

The Indians know that Boudinot, his employés and accomplices, are their enemies, and seeking the seizure of their lands, by false representations and pretenses, and, backed by interested parties, he and his associates have become presumptuous and intrusive in their demands.

*Statement.*

The United States agent, G. W. Ingalls, took possession of a certain piece of ground in the town of Muscogee, ostensibly for agency purposes, on which was erected, some months since, the office-building now occupied by the agent.

(I am informed now, but not near the agency to inquire, that one Colby built the office and now owns it on the ground thus held by the agent, but of this your Office will know.)

But while Agent Ingalls held this ground, and recently, the parties (whoever they are, as the paper does not show who owns it) brought a building from Chetopa, Kans., and erected it on the ground held by Agent Ingalls, and about 12 feet from the office of the agent, in which newly-erected building the Indian Progress, so called, is printed.

The claimants of the ground held by the United States agent protested to the parties erecting the building against its construction, they claiming that when the new agency was completed, which is two and a half miles from this spot, this would fall back to them, not being included in the agency section. The parties also protested to the agent. They also protested to the chief of the Creek Nation, Samuel Checote. The chief protested, in writing, to Agent Ingalls, and asked his interference, as the parties had no permit to erect the building on Creek soil, and were not Creeks or authorized parties, and still the building went on. The Creek national council met and acted on its own volition in the protection of its own people.

However, one thing is apparently true now, as it has been for a long time, which is, that to speak the truth seems to be no part of the purpose or practice of those engaged in trespassing upon or robbery of these poor people.

Hence that dispatch from Parsons, Kans., to the press to create false impressions.

There are several things about the management of this agency that I am not willing to believe you are posted in.

Yours, respectfully,

J. P. C. SHANKS,  
*Special Commissioner.*

Respectfully submitted.

JOHN P. C. SHANKS,  
*Special Commissioner.*

DECEMBER 27, 1875.

*Charges of J. P. C. Shanks, special commissioner, against G. W. Ingalls, United States Indian agent, and answers thereto.*

*Charge 1.*—I assisted personally a friend of mine, a non-resident, in getting a permit, through the Cherokee council, for a sheep-ranch, in 1874, which Chief Ross vetoed because indefinite, and for which I have since been vindictive toward Ross.

*Answer 1.*—The person referred to, seeking a permit to graze sheep, was Henry C. Cullom, esq., an honorable gentleman residing in Illinois, a brother of the Hon. Shelby M. Cullom, formerly a worthy member of Congress. Owing to the feeble health of Mr. Henry C. Cullom, I was requested by his brother, referred to, to try and get him the privilege from the Indians to engage in raising cattle or sheep in one or more of the nations.

Believing the introduction of a good stock of sheep and cattle into the Territory by honorable men would induce the Indians to do likewise, and be a great advantage to the Indians, I introduced Mr. Cullom to several prominent Cherokees, and asked them to favor Mr. Cullom in his efforts to procure such permit, as he proposes to pay into the Cherokee treasury a certain sum per head for grazing privileges for sheep or cattle.

Mr. Cullom informed me Chief Ross promised to aid him and sign the bill if it passed the council.

The bill was passed by the council, presented to Chief Ross, and he refused to sign it, stating that it would make trouble for their nation. Afterward, meeting Mr. Cullom at Muscogee, he informed him he did not know he was brother of Hon. Shelby M. Cullom, and if he had received a letter sent him by his brother before he vetoed the bill, he would have approved it.

As to my vindictive feelings toward Chief Ross ever since for his vetoing the Cullom sheep-permit bill, it is *false in every sense*. It is contrary to my nature to be vindictive toward any person on earth; but I despise deceit and wrong done any one, yet such is my respect for my official relations, I never have allowed anything to prevent me from manifesting due courtesy to all persons with whom I may have dealings—red, white, or black—and I have tried, particularly, to show kindness to Chief Ross, and have sought to aid him in securing peace among his people, visiting the Cherokee schools, institutes, &c., with him, and seeking to arouse greater interest among the Indians in educational matters, and in my public addresses complimenting Ex-Chief Ross for his efforts to promote the education of the Cherokees, even at the risk of incurring the displeasure of very many Cherokees who opposed Ross in his educational efforts.

*Charge 2.*—That I personally used my influence to get the same kind of a sheep-permit in favor of one Cullom from the Chickasaw council, which W. P. Ross vetoed.

*Answer 2.*—I did, and, to the credit of Governor Overton, he gave his personal efforts to secure the passage of the bill through the Chickasaw council, and afterward signed it, as he had previously agreed to do, in contrast to the action of Chief Ross.

*Charge 3.*—That I personally secured from the Creek council a sheep-ranch permit in favor of a brother-in-law, who has since assigned said permit to Colby, Smith & Co., and there was no warrant in the act to *authorize such assignment*.

*Answer 3.*—I wrote a letter to one of the members of the Creek council, and asked him if it was inconsistent with his duties to his people to procure for Capt. John G. Roberts (who had been acting agent for the Creeks, and known to them) a council permit for grazing sheep at a fixed price per head, to be paid into their treasury. I believed it would result in final good to their people, and stimulate many Indians to go into the business.

The permit was granted, and Captain Roberts failing to procure the means he hoped for, made a proposition to G. R. Cobleigh and N. W. Ingalls, of Illinois, (the latter my brother,) to furnish the means, which was accepted, and \$11,000 was invested in the purchase of fine merino sheep from Ohio, and shipped late in December, 1874, to Honey Springs, or Creek Nation, and placed in Captain Roberts's sole charge. Some time in March, 1875, the sheep were driven nearly twenty miles west from Honey Springs for better grazing. Soon after their removal a sudden rise in a creek, or a water-spout, drowned 2,200 of the sheep, entailing serious loss. Mr. N. W. Ingalls then went to the Territory to assist in care of the sheep-ranch, with the hope, by a better management of those which were saved, of recovering a part of the great loss.

I would here say that I was not engaged, nor did I have an interest in either of these sheep-ranches, directly or indirectly. The statement that I made a beginning at or near Honey Spring ranch, or Creek, to locate the site for a United States agency, or other purposes, is false. I simply examined a place just below Honey Creek, but finally selected Checotah Switch, a place five miles further south, and this selection was made agreeable to Department letter of March 31, 1875, and as for a town-plat, none was ever contemplated by me at Honey Creek, and therefore none was there to be washed out.

*Charge 4.*—That I "dug" a well at Checotah and commenced operations for establishing the new agency headquarters at that place, and applied to Chief Checote for privilege to take into the grounds for a town-site five sections of land, each section to represent one of the five Christian nations, and Chief Checote declined to grant the request, and that Stevens, of the Missouri, Kansas and Texas Railroad, being removed as superintendent, was less prominent in town-building along the Missouri, Kansas and Texas Railroad.

*Answer 4.*—I did select Checotah as the site for the new agency buildings, and, as before stated, did so agreeably to Department letter of March 31, 1875. I never asked, nor authorized any other person to ask, Checote for the privilege of adding five additional sections to one that I selected for Government agency buildings, and this is the *first time I ever heard of it*; therefore Chief Checote could not have refused me the request. Not having any understanding with General R. S. Stevens about locating towns anywhere, I fail to comprehend the reason for Mr. Shanks's allusion to him.

*Charge 5.*—That I agreed to locate the agency permanently at Muscogee if the citizens would raise \$2,500, and this was my reason for final selection at that place.

*Answer 5.*—I would respectfully refer to my letter to the Department, dated July 2, 1875, (copy inclosed, marked "D,") as my reason for locating at Muscogee. After I had selected Muscogee I reported such selection to the Department, and had received its approval of the same, I informed Messrs. Atkinson & Robb, and J. A. Patterson, that I was afraid it would cause complaint from those who might have business to transact with the agent if they were compelled to hire a conveyance to go to the agency residence, two and three-quarters miles from the railroad, and it would bring business to town if an office was established there with accommodations for the chief clerk to reside in, which was agreed to on their part, and they said they would erect it. The agreement was that the Government was to be at no expense for the use of the building as long as occupied by the agent, and when no longer used for this purpose, then they, building it, viz, Atkinson & Robb, and Patterson, would control the same, it being their property. I told them distinctly I desired no ownership of the buildings, and it is so understood by these parties, with the proviso that if I should wish to remain in the Territory after I ceased to be agent, to engage in religious and educational



work, I could occupy the buildings for those purposes. I shall produce proper evidence in support of this particular answer. As to the money not being all paid on October 12, 1875, I would say the men who agreed to erect the building referred to are gentlemen of honor, and the putting up of the buildings will not cost the Government one dollar, and concerns these men only.

*Charge 6.*—I had "seized" five distinct places for agency sites, (two now abandoned,) including seizure of buildings at Muscogee belonging to other parties, and surrendered to me because I was United States agent.

*Answer 6.*—The charge is false. I selected and abandoned, as stated, the Checotah site for erecting United States agency buildings. I afterward selected the present beautiful site, and have nearly finished the Government buildings. I have neither seized nor taken other sites, as stated by Mr. Shanks.

The office-building in town, put up by the parties before stated, is on a lot just in rear of their residences, and ownership being claimed by natives, this claim was paid before building commenced, and its temporary possession vests in the parties owning the house, who are licensed traders.

The frame building on the hill was to have been attached to office for greater convenience of the clerks for whom intended; but by approval of the parties building the office, it was put upon the hill, upon grounds purchased of Dr. Kelm, an Indian, and whose claim was paid, and the bargain made by one of the Creek supreme judges before any work was commenced on it.

The building rented by me as agent, and occupied from December, 1874, until November, 1875, was put up by Messrs. Cobleigh & Ingalls, and I obtained consent of Chief Checote to occupy the lot where it was erected; and Chief Checote asked me to tell the party then occupying the lot (a white man, without a permit, and not a Creek, as stated by Mr. Shanks, and therefore an intruder) to remove an old stable, a pig-pen, and hay-stack, because a public nuisance. I did as requested by Chief Checote, and will prove this statement hereafter.

Since the agency building has ceased to be used for agency purposes, it has been occupied for church and school purposes free of charge.

No Creek Indian ever claimed the premises while occupied by me; but since then six different ones have done so, and one of them sought recognition of his claim at the recent Creek council, but he was told that so many others claimed the whole town, he must go to the Creek courts for settlement of his with others' claims for title. The lot is now occupied by written consent of one of the claimants.

*Charge 7.*—The "Indian Progress" building on the lot just referred to, the building erected to print that misnomer, the Indian Progress, Railroad Advocate, for Indian lands under prospective land-grants, edited and published by said company's employés.

*Answer 7.*—As United States Indian inspector, Col. E. C. Watkins is now in the Indian Territory, and instructed to investigate the Indian Progress enterprise especially, while at Muscogee, I will but briefly refer to this charge.

Previous to the erection of this building, Col. E. C. Boudinot, a native Cherokee, asked my permission to occupy a part of the lot on which to put up the printing-house. Colonel Boudinot being an Indian of an adjoining tribe, and a man, so far as I have known him, of good habits, not even accustomed to using profane language, I thought had as much right as the white man who owned the stable, hay-stack, and pig-pen which was declared by our best residents a nuisance, and ordered removed by Checote, but which Mr. Shanks says I seized, and who was occupying the south part of the lot, and I told him, so far as I was concerned, I had no objections.

Not entirely satisfied with my approval, Colonel Boudinot hunted up one of the many claimants, (an Indian citizen,) and paid him for the part of his claim.

I do not feel it proper in this communication to discuss the railroad or land-grant business.

I will say the present officers are perfect gentlemen in their relations with the Indians along their lines, (the Missouri, Kansas and Texas, and the Atlantic and Pacific,) and within the past few months have paid off quite an accumulation of stock-claims, amounting to many thousands of dollars, and are in frequent correspondence with my office, to know how they may best popularize their road in the Territory among Indians. I have no knowledge whatever of either of these roads having any interest in the publication of the Indian Progress or any other paper; but I have been informed by officers of both roads in the Territory that they have not any interest whatever in the papers published there; and, although I have been indirectly charged, in the statement of Mr. Shanks, with an interest in the Indian Progress, I shall, in a few days, submit affidavits of his verbal statement "that I have stock in it;" "was bought up by the railroad," and "more a friend of the railroad than of the Indians." *I have never given a dollar toward the issue of the Indian Progress, nor have I had any interest in its management or publication.* I have extended to its publishers, Messrs. Boudinot and Harris, both Cherokee citizens, simply those courtesies which, as a Government officer, I considered was due to them. Both of these gentlemen assured me that the Indian Progress was not a railroad organ, and never would advocate any measures looking to the taking of the Indians' lands by railroads, and would defend all the rights of In-

dians, and aim to promote the advancement of all Indians in the scale of civilization. I could do no less than favor such efforts, and I felt I should believe these parties until I had evidence to the contrary.

Boudinot and Harris being Indian citizens, (the latter by marriage,) I thought they were more likely to have the interest of their nation at heart than outsiders or non-citizens who were opposing them, and trying to get up a newspaper called the "International Herald," and I informed the Creek authorities that I felt I had no right to interfere with the Indian Progress building or the paper published in it, and submitted the question to the Department, and so informed the Creek authorities.

*Charge 8.*—That I have opened a farm adjacent to the agency buildings.

*Answer 8.*—The charge is true, and agreeable to my understanding of my instructions to fence and improve the section of land attached to the agency. It would be criminal on my part not to improve the Government sections when I had a right so to do, and so many million acres lying idle in the Territory, debarred, as I was, from engaging in other business which would enable me to piece out my small salary, and at the same time, by the employment of a practical, progressive farmer, to show to the very many Indians visiting me the best methods of farming.

*Charge 9.*—As to Messrs. G. R. Cobleigh, N. W. Ingalls, and W. H. Smith purchasing the stock of Messrs. Atkinson & Robb.

*Answer 9.*—This is true, and yet I cannot see what business it is of mine, or that it is any reflection on my character, public or private.

All of these men have, in their relations with Indians, since they have had to do with them, dealt honorably by them; are honorable gentlemen, and mind their own business, not meddling with any matters concerning or affecting the Indians in any manner, and have supplied the Indians with goods as cheap as any other traders.

If Mr. Cobleigh is a distiller in Illinois, I am not aware of it. Mr. Shanks has probably more personal knowledge of the whisky business than myself, and, therefore, probably better facilities for knowing who are engaged in that business than I possibly can have.

Both G. R. Cobleigh and N. W. Ingalls have disposed of their interest in the firm of W. H. Smith & Co., and I trust all harm anticipated from their presence in the Territory is removed.

*Charge 10.*—There was a walnut-timber contract of 200,000 feet cut from Creek soil.

*Answer 10.*—I would refer to my letter to the Department dated July , 1875, as answer to this timber matter, only adding that the firm making the contract was one of the most honorable and responsible in the United States, (E. B. Hoyt & Co., New York,) and have paid for every foot of timber cut and shipped from the Indian Territory by them, in which business I had no interest whatever.

*Charge 11.*—That I have a large number of relatives in the Indian Territory, giving a list.

*Answer 11.*—I will answer that, of all these, the only one in my employ is Col. E. R. Roberts, former agent of the Creeks, who faithfully served his country in the Army, and one of the most honorable and competent men in the Indian service, and whom Mr. Shanks employed (without pay) to assist him in preparing his report on the Seminole payment.

I am in no wise responsible for these other persons being in the Territory. Miss Ingalls was invited by the residents to go to Muscogee and teach, (and she has both Indian and white scholars for pupils,) and seems to be appreciated by all who know her, if not by Mr. Shanks.

I can see nothing wrong in the persons named living in the Territory, as all are there legitimately, and sustain a good moral character, going there entirely of their own volition.

*Charge 12.*—I have lost the confidence of every Indian nation in the agency.

*Answer 12.*—This I declare to be false, and will furnish proof to the contrary within a few days, submitting letters voluntarily offered me by the Seminole and Cherokee delegates, and Rev. J. S. Murrow.

*Charge 13.*—Boudinot and Harris denounce me as having gone back on them.

*Answer 13.*—This charge I declare false, and will submit herewith a letter from this firm to prove my declaration.

Mr. Shanks gives the names of residents of Muscogee to sustain his statement. I would refer to the same to prove that nearly all of his statements are the grossest misrepresentations of facts, and that my statements herein made are correct. I shall secure from these parties evidence of what I say.

Mr. Shanks's inclosure of copies of his letter to the Commissioner concerning false dispatches from Parsons, Kans., with copies of the false dispatches, *without stating* that he thought I prompted these dispatches, or had any knowledge of them, intimating thereby that I had something to do with sending them, is in keeping with his whole statement, and is a base falsehood. Neither myself nor clerk knew anything of these dispatches until they appeared in the newspapers.

As I was not informed as to the character of any of these charges until my arrival in Washington, my office being taken charge of without reason, or first giving me any opportunity to explain the same, it cannot be expected of me to submit with this, my answer to the statement of Mr. Shanks, testimony of persons to whom he has referred, resident in the Indian

Territory, or elsewhere, until I can communicate with them; but, unlike Mr. Shanks, I will procure proof of what I say, and submit it to the Department, and at an early day: and not refer the Department to persons 1,500 miles away, to sustain my statements.

Respectfully submitted.

G. W. INGALLS,  
United States Indian Agent.

WASHINGTON, D. C., January 12, 1876.

DEAR SIR: I have the honor to submit herewith my answer to the statement of J. P. C. Shanks, special commissioner, dated December 27, 1875, and filed in the Indian Bureau December 30, 1875, relative to alleged acts of myself as United States Indian agent.

I feel it is due to myself to refer to the management of my office the past twelve months, and to some of the many embarrassments which have contributed to the defeat of a more successful management of the same.

The Union agency embraces the five civilized tribes which had previously been under the care of four agents, one or more clerks, and four interpreters.

I have been allowed but one clerk, and \$600 to pay for interpreters in the five nations.

I was called to Washington in December, 1874, by the Department, and detained here until April last, the entire business of the agency devolving upon Major Roberts, my clerk, during my absence.

On my return a very large amount of business had accumulated, including several investigations ordered by the Department concerning claims of citizenship of North Carolina Cherokees, freedmen, and a large number of Cherokees who had been denied a share in the \$200,000 breadstuff per capita payment; also a very large number of claims against the railroad company for stock killed.

I was, therefore, compelled to work from 7 a. m. until late at night while in the office, meanwhile directing the erection of the United States agency building, and to travel twice to the Seminole Nation, one hundred miles west, ten to twelve times to the Choctaw Nation, sixty to one hundred and twenty-five miles south; once to Fort Smith, seventy-five miles; and often to lie on the wet ground at night.

This severe labor and exposure finally resulted in my taking the malarial fever, and confining me to my bed for eight weeks, and unfitting me for business two weeks longer the past fall, and again imposing the entire care of the agency upon my clerk.

Notwithstanding all this, the local and departmental correspondence of the office since May last has filled nearly 1,500 pages of ordinary letter copy-books, there being frequently twenty letters and reports per day from the office; and, besides this, every few days one or more tedious examinations into difficulties between Indians and whites; and during this time over fifty murders were committed in the Cherokee Nation alone, many of which demanded my attention, and correspondence with the United States court at Fort Smith.

If there has been a seeming neglect in attending to some business referred to my office by the Department, or by local authorities or others, I think I can justly claim that no more business could have been done by any one else, and that which was done could not have been done better.

While I have attended to my office-duties on week-days, I have delivered addresses either to Indians or freedmen every Sunday, when not sick, since April last, often traveling half a day on Sunday to deliver these addresses. Although selected by the Baptist denomination of Christians, I have twice visited the secretaries' offices of the Methodist, Presbyterian, and Episcopal Boards of Missions in New York to consult with them on their work in the Territory, and offered to them my fullest co-operation with their representative missionaries, and have also written letters to General Fisk and Col. E. C. Kemble, appealing for support for native missionaries, and to occupy new stations.

By my own appeals I have got, already, increased appropriations for new men, who are now at work in the Territory, and of several thousand dollars more, pledged and to apply, as soon as other good men can be found by the Home Mission Society of New York.

I speak of this to show that I have tried to act with a liberal spirit to all denominations of Christians in the management of my agency.

Among the most important investigations I was ordered to make by the Department were those relating to the Cherokee country; and as I have been charged with interference in the political concerns of the Cherokee country, and complaint made to the Department therefor in a communication by the late chief of that nation, I deem it my duty to refer to the same.

I have been directed, by Department letters of instruction, (which letters are now on file in my office,) to make every investigation I did make in the Cherokee country, and have submitted my views and recommendations, as required by the Department, until relieved of the duties by Inspector Watkins.

These investigations were supported by affidavits, which, together with my reports on them, are now in the hands of Inspector Watkins. To show that I had no desire to make trouble, nor to interfere with Cherokee politics, I would say that I was ordered, as early as January 30 last, to enter upon them; but I did not do so, because detained in Washington, until April following.

On my return to the Territory I found political matters so exciting, very frequent murders being committed on that account, and thinking that if I recommended a thorough examination of the different claims presented, most of the cases being of persons belonging to the Downing party, the opposition party, represented by Chief W. P. Ross, not knowing my instructions, might construe my acts as an interference with Cherokee matters for political purposes. I therefore postponed the investigations five months, or until after their elections, notwithstanding I was urged by Colonel Adair and other prominent Downing men to go into the investigation at once, especially of the freedmen cases, so as to influence their votes in favor of the Downing ticket.

During the entire political issue I did nothing intentionally, officially or otherwise, to influence the Cherokee election; if some of my official acts had that effect, those acts were by direction of the Department, and in every instance I endeavored to learn the facts connected with the claims, and furnished a list of them and their character to Chief Ross for any answer he chose to make, and also invited him to be present during the investigation, which invitation he did not see fit to accept.

I also visited Chief Ross at Fort Gibson when the excitement was so intense because of the murders which were being committed, and offered my services in calling the leaders of both parties together in convention to devise mutual plans to secure freedom from the troubles then existing and to stop the frequently-occurring murders in the country. My services were declined, with the statement by Mr. Ross that he was not aware of any trouble, or apprehension of trouble; that there were a few old personal feuds, but none of a political character, &c.

After the election, Rev. Chas Thompson, (present successor of Chief Ross,) together with quite a number of members-elect of the council and officers of the nation, sent me a petition asking for troops to be present at the council when it should assemble. The petition is now on file in my office, and is evidence that danger was apprehended by intelligent, prominent Cherokees at the council. I wrote to the chief-elect and urged him to withdraw the petition for troops, as I was afraid if troops were ordered to the council at his request the fact might be used by his opponents and embarrass him. I submitted the fact of the petition to the Department for its action, without any recommendation.

No troops being sent, the Downing party rallied their friends, and the present chief's secretary, Dr. Miller, informed me, three weeks since, that over 500 Downing men were in Talequah and vicinity fully armed to maintain their rights and secure the fruits of the election; also that there were several hundred Ross men assembled, equally well armed, during the council, and contested for its control.

I was requested by prominent Downing men, officers-elect of the government council, to be present, but, not wishing to interfere with their political matters, I staid away.

I would further state, I have never interfered with the political matters of either of the other nations, but have done all in my power, consistent with my office, to promote peace and harmony; to rid the country of intruders; to stop the traffic in intoxicating liquors, and to aid the officers of the United States courts at Fort Smith in arresting criminals and suppressing crime of all kinds, in support of which statement I would most respectfully ask that Col. E. C. Watkins, United States Indian inspector, now in the Indian Territory, be requested to investigate at once and report to the Department.

In justice to myself, and not from any feeling of vindictiveness toward any one, but as serving to show that Mr. Shanks has been influenced to make his attack on me for purposes not entirely disinterested, I will submit a statement in a few days, "marked E," of charges against him and his associate, M. P. Roberts, the latter now present at Muscogee, Indian Territory, as Associated Press agent, and who has been special correspondent of the Chicago Inter-Ocean.

I would respectfully ask for opportunity to procure proof of my answer to Mr. Shanks's statement, and that I may have access to my papers or books in my office for this purpose; also that the United States Indian inspector be directed to furnish me paper I have placed in his hands, which may support my statement and this letter, and that he be furnished with a copy of the statement of Mr. Shanks and my own, and directed to investigate and report on the same, at as early date as possible; and, meanwhile, that I be restored to the charge of the agency, and not be treated unlike other agents in the Indian service against whom charges have been preferred.

I have the honor to be, very respectfully, your obedient servant,

G. W. INGALLS,  
United States Indian Agent.

Hon. ZACHARIAH CHANDLER,  
Secretary of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
Washington, D. C., January 30, 1875.

SIR: I have received your letters, dated respectively the 22d and 23d instant, inclosing petitions from colored people and Eastern or North Carolina Cherokees, residing in the Cherokee country, Indian Territory, asking to be protected in their rights, and claiming, to a certain extent, at least, that they have been ignored by the Cherokee Council.

In your letter of the 22d, referring to the colored people, you state that your order requiring all intruders to leave Indian Territory within thirty days would go into effect on the 25th instant, and would apply to the colored people referred to in the petition inclosed by you, and you ask for authority to prevent their removal from the Territory until their claim to remain is properly acted upon by the Cherokee courts or council.

In your letter of the 23d instant, inclosing the petition of the Eastern or North Carolina Cherokees, you state they are entitled to the request made, and you asked for its early consideration, and that special instructions may be given you in the premises.

In reply, your attention is called to your letter of October 28, 1874, inclosing a list of the intruders, furnished you by the chief of the Cherokees, and Office reply thereto, dated November 4, 1874, in which was inclosed a copy of a letter from the Department, of November 3, 1874, in which you were directed to notify the intruders referred to, and all other persons not lawfully residing or sojourning therein, to remove from the Cherokee country within thirty days from the publication of such notice, and, upon a failure or refusal on the part of the intruders to remove, you were directed to report the same to the Department, when measures would be adopted, through the proper officers of the civil and military departments of the Government, to eject them from the Cherokee country.

In making such report you are directed to transmit, on a separate list, first, all intruders in regard to whom there is no question as to their not having a legal or equitable right to remain in the Territory; and, second, a list embracing the names of such of the colored people and Eastern or North Carolina Cherokees, or other persons, as claim, and you think may possibly have, either a legal or equitable right to remain for the further consideration and action of the Department, and, until their right to remain is finally determined by the Department, you will not permit them to be disturbed by the Cherokee Nation.

In making up the lists above referred to great care and discretion should be observed, to the end that injustice may be avoided.

Very respectfully, your obedient servant,

EDWARD P. SMITH,  
*Commissioner.*

G. W. INGALLS, Esq.,  
*United States Indian Agent, Muscogee, Indian Territory.*

UNION AGENCY, INDIAN TERRITORY,  
*Muscogee, July 2, 1875.*

SIR: I have the honor to submit the following report in regard to the action of this office in the location and contracting for the new agency buildings for this agency.

On the 25th day of May last, in compliance with instructions contained in Department letter, dated April 7, 1875, I inserted an advertisement (copy inclosed, marked "A") in the following Kansas papers: The Commonwealth, Topeka; the Atkinson Champion; Leavenworth Times; Lawrence Tribune.

On Tuesday, June 8, 12 m., the following bids were opened in the presence of all but one of the parties bidding, viz:

|  |             |
|--|-------------|
| No. 1. T. H. Lessor, D. H. Wiggins, and C. C. Roberts, of Lawrence, Kans. .... | \$7, 113 84 |
| No. 2. Samuel Proctor and A. J. Maxwell, of Parsons, Kans. ....                | 5, 435 00   |
| No. 3. Oliver Paul, Lawrence, Kans. ....                                       | 6, 475 00   |
| No. 4. Abraham Watts. ....   | 7, 061 76   |

This last bid being unaccompanied by a bond, as required by the advertisement, was not entertained.

Messrs. Samuel Proctor and A. J. Maxwell, of Parsons, Kans., having the lowest bid, were declared entitled to the contract, and on the 16th of June their new bond was filed, and the contract was executed, which are both inclosed, marked "C."

Having had personal interviews with the chiefs and principal men of the Creek, Choctaw, Chickasaw, and Seminole Nations in regard to the proper location of the agency, and being assured by them that they and their people would be perfectly satisfied with any place I might select on the line of the Missouri, Kansas and Texas Railroad, and acting under the suggestions contained in Department letter, dated March 31, 1875, I selected a place twenty miles south of Muscogee, on the railroad, and before reporting it to the Department I caused a well to be sunk to satisfy myself that water could be had, the location being otherwise all that could be desired.

Having bored down over 100 feet, I failed to find water near where the buildings would be situated, although a well was sunk down by the track, which brought water at a depth of 45 feet, but of a saltish, brackish taste, and I was forced, though very reluctantly, to abandon the place.

The citizens of Muscogee, being very desirous of securing the location of the agency at this place, have caused a well to be sunk at this place, near the church and school-house, and have secured abundance of good water of a depth of about 25 feet, thus removing, in my opinion, the only objection that stood in the way of Muscogee being selected; it otherwise being a fine, healthy site, with abundance of very fine land for the Government reserve of one section; and I therefore respectfully report that I have selected a spot about (2½) one-half

mile from the depot at Muscogee, where I am now engaged in having a well dug, and which promises plenty of good water.

The petition of G. W. Stidham and others to the honorable Secretary of the Interior, asking that Eufaula be selected, for reasons therein given, a copy of which was received by me on the 2d instant, I respectfully reply to as follows :

Eufaula, although possessing wood and water, has no other qualifications, being destitute of sufficient cleared land anywhere near the town on which to locate one section for Government reserve ; the place being directly in the woods, which are of an exceedingly scrubby character, and the ground rocky, and the place being withal miasmatic and unhealthy, lying, as it does, between the Canadian River and its North Fork, and only a few miles from each.

The petition said to represent the principal men of the Creek Nation, is signed by G. W. Stidham, his son, and E. Grayson, who are Indians and traders at Eufaula, the rest of them being white men located near Eufaula, and doing business there, and having no right to any voice in the matter.

To the statement made by the petitioners, that the leading men of the Creek, Choctaw, Chickasaw, and Seminole Nations united in the wish that Eufaula be selected, I reply, that the persons who signed any petition on the subject were personally importuned to by Mr. Stidham, and many of whom afterward expressed to me that they only signed because asked to, and not that they were interested in any way, and, further, that they had no wish or preference on the subject.

The complaint of the petitioners that the place first selected would destroy the commercial, industrial, and other interests of the two towns of Eufaula and Muscogee, can have no bearing now, as that place has been abandoned for want of water.

The contractors have commenced operations here, and by the terms of the contract will have the building completed by November 1, and ready for occupancy.

Trusting that my actions in the premises will meet with your approval,

I have the honor to be, very respectfully, your obedient servant,

G. W. INGALLS,  
*United States Indian Agent.*

Hon. H. R. CLUM,

*Acting Commissioner of Indian Affairs, Washington, D. C.*

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
*Washington, D. C., July 17, 1875.*

SIR : I have the honor to acknowledge the receipt, by reference from the Department "for appropriate action" of a communication dated the 10th ultimo, from G. W. Stidham and others, asking that the general Indian agency of the Indian Territory be located at Eufaula, in said Territory.

Under date of the 29th ultimo, a copy of said communication was sent to Agent Ingalls for report. I send you herewith inclosed his report, dated July 2, 1875, from which it appears that it has been decided to erect the new buildings for said agency at Muscogee, in said Territory, and in view of the reasons stated by Agent Ingalls, I respectfully recommend that his action may be approved.

The letter of Mr. Stidham is herewith returned.

Very respectfully, your obedient servant,

EDW. P. SMITH, *Commissioner.*

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
*Washington, D. C., July 17, 1875.*

SIR : I send you herewith inclosed a copy of a letter, dated the 13th instant, from the honorable Secretary of the Interior, in which he inclosed a letter, dated the 12th instant, from Messrs. Ross and Adair, Cherokee delegates ; copy of your letter, dated the 28th ultimo, addressed to W. P. Ross, principal chief, and copy of his reply thereto, dated the 5th instant, relative to the sale of improvements and removal of the Watts family from the Cherokee country as intruders or trespassers.

Your attention is called to Office letter dated January 30, 1875, directing you to report on separate lists the class of persons therein referred to, for the action of this Department.

You should make such report at as early a day as practicable, including, of course, the Watts family, and until their right to remain in the Cherokee country is finally determined by the Department, you will not permit them to be disturbed by the Cherokee authorities.

For your information, I also inclose a certified copy of an act of the Cherokee council, dated December 3, 1874, to remove certain persons therein named beyond the limits of the Cherokee Nation ; and copy of letter, dated the 16th instant, from Messrs. Ross and Adair, Cherokee delegates, transmitting the same to the honorable Secretary of the Interior.

Very respectfully, your obedient servant,

EDW. P. SMITH,  
*Commissioner.*

G. W. INGALLS, Esq.,

*United States Indian Agent, Muscogee, Indian Territory.*

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
Washington, D. C., July 20, 1875.

SIR: Referring to your report dated the 2d instant, and accompanying papers, relative to the location of the general agency of the Indian Territory at Muscogee, in said Territory, and the erection of agency-buildings, I now send you herewith inclosed, for your information, a copy of a letter, dated the 19th instant, from the Hon. Secretary of the Interior, from which you will learn that your action in the premises is approved and the location of the agency confirmed.

Very respectfully, your obedient servant,

H. R. CLUM,  
Acting Commissioner.

G. W. INGALLS, Esq.,  
United States Indian Agent, Muscogee, Indian Territory.

WASHINGTON, January 12, 1876.

SIR: The undersigned, citizens of the Cherokee Nation, very respectfully beg leave to state that we reside near the Union agency, and, so far as we have had transactions with the Indian office, we have in all cases found Maj. G. W. Ingalls a gentlemanly officer, carefully investigating any business we might bring before him, and, so far as our information, he enjoys the confidence of the Indians under his agency, a small ring excepted.

Very respectfully,

J. M. BRYAN,  
WM. WILSON,  
President Cherokee Senate.  
I. L. MCCAY,  
Signer Treaty 1846.  
(All old settler Cherokees.)

Hon. ZACHARIAH CHANDLER,  
Secretary of the Interior, Washington, D. C.

WASHINGTON, D. C., January 12, 1876.

DEAR SIR: Upon our arrival in this city, we heard of the suspension of our agent, G. W. Ingalls, and learning that he was charged with not having the confidence of any of the people of his agency, we have the honor to state that all his business relations with the Seminoles have been of the most pleasant character, and that he has attended to our business promptly and with satisfaction to all, and we believe him to be an honorable Christian gentleman, and do not wish any change made, and trust he will be re-instated in his office at once.

We have the honor to be, very respectfully, yours,

JOHN CHEEP,  
Chief of the Seminoles.  
JAMES HAETOR,  
ROBERT JOHNSON,  
Seminoles Delegates.  
Per E. J. BROWN,  
Secretary of Delegation.

Hon. SECRETARY OF THE INTERIOR.

HOUSE OF REPRESENTATIVES,  
Washington, D. C., January 12, 1876.

SIR: The statements which Mr. J. P. C. Shanks, late special commissioner in the Indian service, makes with reference to Boudinot and Harris complaining in their paper, The Indian Progress, that Agent Ingalls had "gone back on them," is a willful, deliberate falsehood, known to be such by Mr. Shanks at the time he made it. We regard Agent Ingalls as an honest, faithful, efficient officer, and the victim of a base and cowardly conspiracy.

Respectfully,

BOUDINOT & HARRIS,  
By E. C. BOUDINOT.

The Hon. SECRETARY OF THE INTERIOR.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, January 20, 1876.

G. W. INGALLS recalled and further examined.

By Mr. WILSHIRE:

Question. You stated yesterday that Mr. Shanks had expressed it as his object in accepting the special commission, to secure, through that medium, the attorneyship of those In-

dian tribes, to represent them before the Government of the United States. Do you know whether Mr. Shanks made any written proposition to any person to secure his employment as an attorney of any of the Indian tribes? If so, state to whom, and the nature of any such proposition.—Answer. No, sir; I do not. He had a proposition, addressed to no one, that is, the written proposition which he showed me, or which I saw, was addressed to no one in particular.

Q. Do you know whether it was sent to any one?—A. I only know what he stated. He told me that he had sent it to one of the representatives of the five tribes that was then in Washington.

Q. State who that was?—A. I would rather not.

(The witness stated to the committee the reasons why he preferred not to give the name, and the committee, not regarding the point as material, did not insist.)

Q. You say he sent a written proposition, which you saw, without any address, to a representative of one of the five tribes?—A. Yes, sir; one who was then present in Washington.

Q. Will you state the purport of that written proposition?—A. As I have before indicated, it was that he was to be employed as attorney or general counsellor—I think the word counsellor was used—in the interest of the five nations, and to be located here at Washington, at a salary of \$10,000 a year and traveling expenses; the proposition to be submitted to the councillors (out in the territory) of those five tribes, thereby perfecting it, and then to receive the indorsement of the Department. It appeared to me as if in legal, proper form, so far as the law was concerned. And he said his object in going to the territory was to enable him to visit and form the acquaintance of members of the council, or those who would become members of the council, and the authorities of the five tribes.

Q. Was there anything contained in that written proposition that expressed a willingness on his part to divide with this individual that you have referred to, or to compensate him for securing this arrangement?—A. None whatever.

Q. He simply sought to obtain the influence of that representative to secure him his place?—A. That is all he stated to me.

Q. In your narrative statement you alluded to the suppression of a newspaper called, I believe, the Indian Progress, owned by Mr. Boudinot or somebody else. Will you state, if you know, whether Mr. Shanks was in any way connected with that action, either by advice, counsel, or otherwise?—A. Soon after Mr. Boudinot had secured, so far as I was concerned, any consent that I could give to put up the building in which the Indian Progress was published, Mr. Shanks came to my chief clerk, and said that that ought not to be allowed; that that paper was a railroad organ, and Mr. Boudinot was a railroad man; that we ought not to allow any such thing to go up there, and it would only make trouble for me if it was put up there, and that I ought to stop it. My clerk informed him that he did not think I had anything to do with it; that (he thought) Mr. Boudinot was an Indian, and had a right to put it up if he wanted to; but General Shanks remarked that he had no right to put up anything except by permission of the Creek authorities, and he had not got it, and they did not want it put up. He stated to other persons in Muscogee, Mr. Burr for one, his disapproval of that enterprise, and said that it ought to be broken up, referring to the publication of the Indian Progress. He stated that it was nothing but a railroad organ, started to promote the interests of the railroad, and it was against the wishes of the Creek people to have it started. At the same time he was working, in association with a Mr. M. P. Roberts, to assist in the establishment of another organ, called the International Herald, at the same place.

Q. Did you understand from his general opposition to the Indian Progress that it was because of his personal hostility to Boudinot, or because the publication of the paper would be detrimental to the Indians?—A. Both; I should think both. His hostility to Colonel Boudinot and to those that he claimed the paper would be the organ of.

Q. Did you ever see any copies of that paper after it was established?—A. Yes, sir; and I never saw anything in it that would sustain his criticism.

Q. Did you see anything in any of the papers that you read, which you thought would have a tendency to demoralize or operate to the detriment of the Indians?—A. No, sir; not at all; and I asked Colonel Boudinot, as soon as I heard that charge made against him, if it was judicious to establish the paper to advocate any such interests, and he assured me that it was not, and that it was not a railroad organ.

Q. In his statement to the Secretary of the Interior, I find that Mr. Shanks charges you with being interested in that paper?—A. Yes, sir.

Q. State to the committee whether you ever had any interest in that, directly or indirectly?—A. Neither; not to the amount of a penny.

Q. Did you advise or encourage its establishment?—A. After my conversation with Colonel Boudinot, and learning the views that would be expressed in the paper, that it would be liberal, and serve to elevate character and serve the interests of the people of that territory, then, so far as was proper, I lent it my sympathy; but not otherwise.

Q. You were in no way connected with it?—A. No, sir; nor with any other paper. I thought it was my duty, as a Government officer, to invite every aid to bring up that people, and Colonel Boudinot assured me that morally and politically it should have that end in



view. I believed him, and I believe him now. I have not seen anything to indicate any other object, and if there is any other, it is unknown to me.

Q. Do you know anything about what compensation Mr. Shanks was to receive as special commissioner?—A. Only from his own statement. He told me it was about \$10 a day, and I understood, in addition to that, his traveling expenses.

Q. Was he in the territory there himself most of the time after his appointment?—A. I am not right sure; but my impression is that he was absent at his home in Indiana, or in Washington, something over a month or six weeks.

Q. Did he do a great deal of traveling in the territory?—A. So far as I know, most of his traveling was his trip to Fort Sill. Most of his time, I think I can safely say, was spent at Muscogee and vicinity, or immediately on the line of the railroad there, hunting up geological specimens, including a visit to his home, which, I think, embraced a good share of his time.

Q. Was this Indian Progress suppressed by the Creek Indians themselves?—A. Yes, sir; by a resolution of the Creek council.

Q. Was that resolution ever rescinded?—A. Not to my knowledge.

Q. The paper never has been republished since?—A. The proprietors took the paper away from Muscogee. They sold the building at a sacrifice of several hundred dollars, to parties now resident there, and removed the type and material to Venita, sixty miles north, where it is now published.

Q. Do you know anything about the census of those five tribes, the number of the population of every character?—A. Not accurately; not as I know the census which I took of Indians in Utah.

Q. Taking the five tribes, embracing what is known as the Indian territory, can you state approximately the number of Indians, as Indians under their laws, and the number of white men, American citizens?—A. I think 50,000 would embrace, within the five tribes, the Indian citizens.

Q. Then how many American citizens would you suppose were there?—A. From three to five thousand who are not Indian citizens.

Q. Are they there simply on the sufferance of the Indians?—A. Yes, sir.

Q. They could not remain there without the permission of the Indians?—A. They are there as licensed traders, and on the sufferance of the Indians. A man may have a residence there as a licensed trader, licensed by the United States Government, and in three of the tribes it does not require the consent of the Indians to that right. In the Choctaws and Chickasaws Nation a man to be a licensed trader must have the consent of the Choctaw and Chickasaw authorities as well as the United States license. A large proportion, I should think one-quarter to one-third of the population there, is made up of white and colored people who have married into the nations, and that population is increasing; their families are larger than those of the Indians, and they make up the most active and progressive people of the country in the development of their lands and the general affairs of the country.

Q. Do you embrace that portion of white persons who have intermarried with the Indians, among the Indians you have mentioned, or among the whites?—A. I embrace them among the Indians. If I marry a Cherokee woman, I become by the Cherokee laws, not exactly a full-blooded Indian, but an Indian citizen.

Q. I understand that: but what I want to get is, how many white people there are there?—A. In the last census of the Cherokees, in order to facilitate the last per capita payment, the aggregate population then was stated by Chief Ross, including those persons who had married into the nation, at between eighteen and nineteen thousand, embracing whites who have married in the full blood, and the half-breed Indians. That is the usual way of speaking of them. Fully one-third of the present residents in the five tribes I think are whites, and those persons who are properly United States citizens.

By Mr. BOONE:

Q. You stated that Mr. Shanks made a written proposition to the five tribes to employ him as their attorney?—A. No, I did not state that.

Q. Well, to a representative of the tribes?—A. No, sir; he made a written proposition; it was not addressed to any one—it was without address.

Q. Well, he made that kind of a proposition?—A. Yes, sir.

Q. Was there anything in that proposition as to what he was to receive as attorney?—A. Yes, sir; \$10,000 a year.

Q. Ten thousand dollars a year; and reside at Washington?—A. Yes, sir.

Q. What was he to receive as special commissioner of the Government?—A. Well, he said about \$10 a day and his traveling expenses, but I did not understand that he was to receive both at the same time—that is, that he was to be special commissioner of the Government and attorney for the Indians at the same time. I did not so understand him. He was to take this special commissionership, and go down to the territory and “get around” among the Indians, and get acquainted with them by the time that the councils would convene, so that they would indorse this proposition, and then his commissionership would expire.

Q. Now on the subject of those papers. Boudinot established the Indian Progress. He was a member of the Cherokee Nation?—A. Yes, sir.

Q. Now, which party did that paper propose to indorse, the Ross party or the Thompson party, or did it take sides?—A. Well, it had not pronounced itself.

Q. Which party is Boudinot identified with?—A. With the Downing party—in full sympathy and action with it.

By Mr. MORGAN:

Q. Is he not a very strong enemy of the Ross party?—A. I think you might call him so.  
Q. Now you say that Mr. Shanks did advocate the establishment of another paper?—A. Yes, sir; the International Herald.

Q. Of what party was it the organ or advocate?—A. Well, I can only judge from the fact that Chief Ross was in intimate association with M. P. Roberts in starting that paper, and that led me to think that it would be an organ of his faction. The late Chief Ross was chosen, at an organization perfected for publishing the paper, one of the officers of "the company," as they called it.

Q. Was this Mr. Roberts a correspondent of the Chicago Tribune?—A. No, sir. He represented himself to be a special correspondent of the Chicago Inter-Ocean, and he stated to me that he had received from Chief Ross \$200 for attacking the Board of Indian Commissioners and railroad men, and also \$100. He so stated at another time to some citizens in Muscogee, showing a letter that he had received from Chief Ross thanking him for his faithful services through the summer campaign. Then Mr. Shanks's intimate relations with him, boarding at the same hotel, sleeping in the same room with him, and going off to visit the different councils with him, led me to think that his full sympathy was with that organ.

By Mr. BOONE:

Q. You say that Mr. Shanks remarked that this Indian Progress ought to be stopped?—A. Yes, sir.

Q. Did he propose to do that by force?—A. He did not say.

Q. What was your understanding of the purport of his conversation?—A. Well, it would be done only by act of the Creek council.

By the CHAIRMAN:

Q. When Mr. Shanks had an interview with you in the Interior Department, did I understand you to say yesterday that his going out there as special commissioner with a view to make that a stepping-stone to be employed as attorney by all those five tribes, was known and approved by the Department?—A. I don't think I stated that. He said it would have the approval of the Department. When I raised the question as to the propriety of my assisting him, he said, "You need have no fear at all about it. It will be approved."

My Br. LANE:

Q. Was the Boudinot paper intended to be an organ for the Indians?—A. I so understood it, for the general welfare of the Indians.

Q. What number of Indians in your agency were sufficiently educated to read a newspaper?—A. Well, that paper was contemplated to be published in English, Cherokee, Creek, and Choctaw. I think if that plan had been carried out nearly three-fourths of them could have read it, and I think it would have been an immense power for good if properly conducted.

Q. Were you appointed an agent upon the recommendation and as representative of any particular religious society?—A. Yes, sir. The Baptist Home Mission Society.

Q. Has that society found any fault with your conduct as agent?—A. Never since I have been in their service. I have letters in my pocket that I can file if the committee desire.

Q. Have you any assurances that that society, up to the present time, approve of your conduct as agent?—A. Yes, sir. The secretary is now in the city, and he will speak in my behalf if desired.

By Mr. TUFTS:

Q. Do you know anything about this proposition of General Shanks to be agent for the Indians, only what you have heard from himself?—A. O, yes; from some of the delegates of the tribes that I met afterward.

Q. Some of those delegates told you that he had made propositions to them?—A. Yes, sir.

Q. What delegates told you that?—A. Well, I think nearly all of them that were here last winter.

Q. Which were they?—A. The Cherokees, the Creeks, the Seminoles, the Choctaws, and Chickasaws.

Q. None of them accepted. He accomplished nothing?—A. He got the consent, so I understood, of one of the delegates; he got his consent to assist in getting it through the council, his council.

By Mr. WILSHIRE :

Q. Which of the delegates was that?—A. One of the Cherokee delegates, the same party referred to a while ago; he got his consent to assist.

Q. Well, you understood that he has never accomplished anything—they never employed him in any way?—A. If he has accomplished anything I do not know anything about it.

Q. Would you know about it?—A. Well, I think I would, because I believe I enjoy the confidence of those tribes. I think he failed, and I attribute it to his peculiarly unfortunate manner of discharging his duties.

Q. Then, he accomplished nothing at all, I understand?—A. Nothing that I know of, so far as that contract is concerned.

By Mr. TUFTS :

Q. There is nothing to show that he attempted to act as commissioner at the same time that he was to act as attorney?—A. Nothing to my knowledge, sir; I do not know of anything.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., January 20, 1876.

E. J. BROWN, sworn and examined, testified :

I am a farmer; I reside in the Seminole reservation, Indian Territory; I am forty-eight years of age.

By Mr. WILSHIRE :

Question. Were you present at the Seminole agency, or where their payments are made, when the payment of \$40,000 was made by Mr. Ingalls, the agent?—Answer. I was not present during the whole time; I was there the last day.

Q. Have you heard Mr. Ingalls's statement in regard to what transpired there?—A. I have.

Q. I wish you would state to the committee just what you know about it.—A. I was only there during the payment of the last \$20,000, which was the payment to pay the indebtedness of the Seminole Nation, as provided under the act of Congress appropriating the \$40,000 for the Indians.

Q. It was that part of the payment that gave rise to this difficulty between Mr. Shanks and the Seminoles, was it?—A. I think it was.

Q. Go on and state what was said by both parties.—A. In the morning of the last day of the payment, General Shanks called on me and asked me out to take a walk with him, and said that there were some claims against the nation that were rather large, and that there was not money enough to pay off all the indebtedness unless those claims were discounted. He wanted to know if I could suggest any way that that payment could be made, so that the \$20,000 would cover all this indebtedness. I told him that I did not know of any way; that I had not been to a council, had not had any talk with the chiefs, and knew nothing about it. Then he said that there were some notes that were due, of which I hold two myself, one due in one year from that time, and one in two years, and not drawing any interest, and he wanted to know if I would take off a *pro-rata* proportion, so as to reduce the indebtedness to the amount \$2,000, and then the \$20,000 would cover it. I told him I did not think it was a fair business transaction. Then he wanted to know if I would discount them at 10 per cent. of what the money was worth. I told him if the other parties that held the notes were willing I was willing. Then he said he would go up and make the payment. I did not go until the afternoon, and I supposed everything was going on smoothly. In the afternoon I was called in, and Mr. Shanks was then contending that the larger claimants should give off enough to reduce this amount \$2,000, or very nearly \$2,000, but they would not consent to it; and finally he concluded that he would reduce it the 10 per cent., deducting the per cent. from the original notes, and pay the money as far as it would go, which was done.

Q. During this time, Mr. Shanks had considerable words with the Seminole authorities there; he stating that they were not dealing rightly and justly, and that these claims were dishonest?—A. There were a good many words passed. I could not recollect them all, for I was not paying particular attention, but the discount of 10 per cent. was made. I was satisfied with that. Mr. Shanks at that time charged some of the chiefs with acting dishonestly toward their people, and said that it would work ill to them, and I think he used the remark that their children would rise up and curse them in after generations—or something to that effect; that they would lose the confidence of the people, and afterward would not be recognized here in Washington or anywhere to do any business.

Q. He stated that for such conduct they would never hereafter be recognized by the Department at Washington in the transaction of business?—A. Yes, sir.

Q. What was the effect of his speech, and his conduct generally, upon the Seminole Indians—was it good or was it bad?—A. Well, from that speech that afternoon I think the Seminole Indians lost all confidence in Mr. Shanks. They thought their business was correctly transacted.

Q. They thought, then, that he, as a public officer, had no right to use such language?—  
A. Yes, sir; and that the money was there to pay the indebtedness to which it was appropriated, and the indebtedness was an honest, just indebtedness of the nation, and one which they thought ought to be paid. These notes were in due form for the payment of services that had been rendered by delegations of their own people years before.

Q. The money was not paid to white attorneys?—A. No, sir. Of this money there was not a dollar that I know of paid to anybody but citizens of the nation. That is, there were some of their drafts that had been bought up, that they had used them in the purchase of goods, but it was an honest indebtedness. They had had the benefit of it, dollar for dollar. Their finances had always been in such shape that their paper always commanded dollar for dollar.

Q. Then you state it as your opinion, based upon your relations to that tribe, that the conduct of Mr. Shanks was such that though he was a United States commissioner, the Seminole Indians had no respect for him?—A. That was my opinion.

By Mr. SPARKS:

Q. You are the secretary of the Seminoles, I understand?—A. Yes, sir; I am secretary of the Seminole delegation at present here.

Q. What authority had General Shanks to act in this matter?—A. I do not know, sir.

Q. How did you and the Seminoles themselves understand that?—A. What I give now is more from hearsay.

Q. My question is, how did you and the Seminole authorities themselves understand his action—as officious intermeddling, or as a rightful action?—A. Well, I understood it as officious intermeddling.

By Mr. WILSHIRE:

Q. In his conversation on that occasion, did he represent himself as a commissioner of the United States Government for those tribes?—A. Yes, sir.

Q. Did he represent that he was there on that occasion in that capacity?—A. I heard him say that he was ordered there to examine the payment, or to, superintend the payment, to see that everything was properly paid.

By the CHAIRMAN:

Q. Did this want of confidence in him grow out of that transaction exclusively? What was the objection to paying this indebtedness?—A. Well, simply because the indebtedness was larger than the \$20,000.

Q. Not that it was not just, but because it was larger than the amount of money?—A. Well, because it was larger, and he said himself that he thought they had charged too much money.

By Mr. LANE:

Q. Were the claims really in excess of the appropriation?—A. I think the indebtedness of the nation amounted to something over \$21,000.

Q. Were the payments thereupon made *pro rata*?—A. All were paid off with the exception of six persons. To six of them were issued drafts against the nation, drawing ten per cent. interest.

Q. Do you know what authority General Shanks had to issue drafts in payment of your claim?—A. The drafts were issued and signed by the treasurer of the nation. They were issued by his order.

Q. Are those drafts that much in excess of the \$20,000?—A. Yes, sir.

By Mr. WILSHIRE:

Q. Do I understand you to say that those drafts were issued by General Shanks's advice or under his direction?—A. Well, he advised them to issue the drafts for the balance; but the other persons were paid off in full. It was not *pro rated* round on the entire indebtedness of the nation.

By Mr. LANE:

Q. Those drafts were honored by the nation?—A. Yes, sir; they were drawn up in regular form and signed by the treasurer.

By Mr. MORGAN:

Q. Were not some of the claims opposed by General Shanks's claims, for payment of delegates for services and expenses in representing the Seminole Nation at Washington regarding certain legislation affecting the interests of the nation; and did Mr. Shanks not urge at the time, in his opposition made, that the claims were unjust and that the claimants were trying to swindle the Indians? I do not now ask whether they were, in fact, unjust, but whether he did not urge that they were unjust.—A. These claims were none of them for any attorneys going to Washington.

Q. Did he oppose the payment of all claims made?—A. No, sir.

Q. What was the character of the claims that he opposed payment of, and what were the

grounds of his opposition?—A. The claims that he opposed at this payment were the claims of the citizens of the nation.

Q. For what?—A. For services that they had rendered to the nation theretofore.

Q. At Washington?—A. At Washington.

Q. As delegates here?—A. Yes, sir.

By Mr. TUFTS:

Q. Had they received their actual expenses theretofore?—A. Their actual expenses here in Washington; well, I don't think they had altogether.

By Mr. MORGAN:

Q. You answered my question in the negative, said that they were not for services, and afterward you say that they were for expenses here at Washington as delegates?—A. I said not for outside parties for services.

Q. No; but they were for services as delegates, and he opposed them because they were large, and as he said the parties were trying to swindle the Indians.—A. Yes, sir; they were for services as delegates, but they were citizens of the nation.

By Mr. TUFTS:

Q. Do you know whether they had their actual expenses paid or not?—A. It would be hard for me to answer that because these notes were given for services rendered, the year before, and at the time the services were rendered here at Washington there was no money in the treasury to pay them, and they had been paid along by notes year after year. Some of these claims had accrued as far back as the treaty of 1866, and they had been paid along year by year as they got money, and they had given their notes ahead, not drawing any interest.

By Mr. SPARKS:

Q. I understand that there were two of these claims belonging to you, and these were the claims on which he demanded or wanted a reduction. Now were these claims of yours just?—A. They were for services that I had rendered the nation.

Q. Did he want to reject any claim on account of its being an unjust claim?—A. Well, he said that in these claims we charged too much.

Q. Too much?—A. Yes, sir.

Q. Hence he wanted to reduce the claims down to the appropriation of \$20,000?—A. Yes, sir.

Q. The claims amounted to \$21,000 and something, while the money in hand was \$20,000, and he wanted to reduce them down to that; was that his object?—A. Yes, sir. He wanted to make a clean sheet, pay off all the indebtedness, and when he returned he could report that the entire indebtedness of the Seminole Nation was paid.

Q. And that, you say, incensed the Indians against him. They felt from that that he was an officious intermeddler?—A. Yes, sir.

Q. And that the money was due and they wanted to pay these debts?—A. Yes, sir; the claimants were willing to wait for this balance.

Q. And they paid out all the money they had and then gave drafts for the balance?—A. Yes, sir.

By Mr. LANE:

Q. Were the delegates referred to by you duly accredited or selected by the nation to represent their interests at Washington?—A. They were, sir.

Q. Please explain how they selected them.—A. In general council.

Q. The chiefs or the majority of the nation present?—A. The council. Our government consists of two houses, the upper and lower house, and in the convention, or two houses assembled together, they nominated these men, and they were voted for by the members of that council, and they provided their pay and their instructions.

Q. In a manner something similar to the selection of United States Senators by the States?—A. Somewhat similar.

By Mr. TUFTS:

Q. Were those delegates Indians or white men?—A. They were all Indians. I was secretary of the delegation, and was the only white man among them.

Q. You were present with them?—A. Yes, sir.

Q. Were you paid your actual expenses?—A. Well, I suppose I was paid my board but not all the expenses.

Q. Your expenses were paid?—A. Yes, sir; they were paid in these notes.

Q. Then these notes were not for your traveling expenses; only for your board and services?—A. For my salary, per diem, and expenses. They gave us notes, they did not give us any money.

Q. You converted them into money or something?—A. Yes, sir.

Q. But those accounts that General Shanks was opposed to paying, were they for actual expenses or for services?—A. They were for actual expenses and for services per diem.

The nation was to pay them so much for coming here to Washington, and they gave them notes. Out of that they paid their own expenses.

By Mr. MORGAN :

Q. How much were those notes for?—A. I had notes for a thousand dollars.

By Mr. TUFTS :

Q. They were among those that General Shanks refused to pay?—A. Yes, sir.

By Mr. BOONE :

Q. Whether it was for your services or your expenses, the compensation was fixed by the council?—A. Yes, sir.

Q. Was there anything in the claim outside of the amount fixed upon by the council that you were to receive?—A. No, sir.

Q. Then they paid you no money, but in paying you your per diem and expenses they simply gave you these drafts or notes?—A. Yes, sir.

Q. And they are the drafts that were opposed by General Shanks?—A. Yes, sir.

By Mr. TUFTS :

Q. Do I understand that you had not received anything previous to General Shanks coming there?—A. I had had other notes against the nation, and those I had used.

Q. Then these others that you had were for services, and not entirely for your expenses and per diem?—A. Well, the arrangement with the council is they pay so much money, they give you the drafts, and sometimes if they have no money they divide your one draft up and make it payable further ahead, not drawing interest. That is the way it was done. We were to receive so much pay at that time, and then they gave us one note; they could not pay it, and they gave us these other drafts payable in 1874, 1875, and 1876.

By Mr. WILSHIRE :

Q. Was there any compensation made to you by drafts or this note paid which General Shanks objected to for anything except your per diem and expenses, or was there anything included in those notes in the shape of a charge for attorney's fees?—A. No, sir.

By Mr. BOONE :

Q. You spoke of your salary; what did you mean by that? You received a per diem; did you receive any other salary?—A. No, sir.

By Mr. SPARKS :

Q. These drafts were given in payment of sums that were due to you justly and no more?—A. No more.

Q. Now, it is taken for granted here that General Shanks objected to those claims; that is not a fact, as I understand you to say; but this having run since 1873, he insisted that those claims for which these drafts were given were too large. That was the only objection?—A. That was the only objection.

Q. But you state that they were made by contract with the nation through the council; and the Indians insisted that it was correct?—A. Yes, sir.

Q. He went back of all this and insisted that you had charged too much, although it had already been adjusted and drafts given for it?—A. Yes, sir.

Q. And it was upon that, the Indians together with the officials insisted that, he had officiously intermeddled?—A. Yes, sir.

By Mr. MORGAN :

Q. What is the population of the Seminole Nation?—A. The population last spring was 2,500.

Q. How many delegates were there?—A. The first winter when we came here there were three delegates.

Q. How many the next winter?—A. There were two delegates; and last winter there were two delegates.

Q. Did they receive the same compensation that you received?—A. All except the chief. He received more.

Q. Do you know what he received at the time that these drafts were given?—A. He received \$3,000. I am wrong; there were five delegates here that year, four besides myself, and they all received the same, except the chief and the second chief, who received \$3,000.

Q. Then there were two who received \$3,000, making \$6,000, two at \$2,000 each, which makes \$4,000, and you received \$2,000, which makes \$12,000 for the delegation?—A. Yes, sir.

Q. And that was the payment General Shanks opposed?—A. Yes, sir.

Q. Did it include the expenses?—A. Yes, sir; they paid their own expenses.

By Mr. WILSHIRE :

Q. Do you know of any treaty stipulations that authorize the Government of the United States to supervise the action of the council of the Seminole Nation?—A. I do not.

Q. Have they not a right to regulate those little domestic matters to suit themselves, and to fix such compensation as they please?—A. For public service they have; under the treaty of 1866.

By Mr. MORGAN:

Q. Does not the Government still treat them as wards of the nation?—A. They do in a certain sense, but the treaty stipulates that they shall never be interfered with in domestic matters.

Adjourned.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., January 21, 1876.*

JOHN CHUPCO sworn and examined through a sworn interpreter, Robert Johnson.

By Mr. WILSHIRE:

Question. State your name, age, residence, and occupation.—Answer. My name is John Chupco. The Indian people have never kept account of their age, but from what I learn from others who know my age, I am about forty-six years old; and my occupation is farmer. My residence is in the Seminole reservation, Indian Territory.

Q. What official position, if any, do you hold in that tribe?—A. Chief of that tribe.

Q. State what, if anything, you know about the conduct of Mr. Shanks with your tribe of Indians.—A. I know a little; very little.

Q. State what you know in regard to it.—A. Mr. Shanks came there when our agent was going to make a payment there. He came there with the agent in the first place.

Q. When was that?—A. I think it must have been about in May, but I am not sure.

Q. State anything that you know in reference to the conduct of Mr. Shanks in regard to that payment.—A. When the agent came there with the money, I understood that General Shanks was to witness the payment. It seems there was \$20,000 appropriated to pay up the Indians of the nation, and while that \$20,000 payment was coming off we had some drafts on the nation which were over and above the \$20,000, and which would still remain unpaid, and Mr. Shanks suggested a plan, and we did not agree with him exactly, and we had a few words from one to another, but finally we all agreed. Mr. Shanks and myself got to talking about how the payment should come off; how those drafts ought to be paid up, and he suggested some other way, and after some talk he and I agreed, and the payment went on; and ever since that it never has disturbed my mind, nor do I know that any of my people were ever troubled about it.

Q. At that time were your people perfectly satisfied that all this indebtedness should be paid, and are they still satisfied with the payment as it was made?—A. The payment of the indebtedness of the nation all went off fairly, excepting the drafts of five or six persons, and it was about them that we had the argument; and finally Mr. Shanks agreed that we should have the little drafts added, as the money was not enough to pay all; and that was all done fairly.

Q. Were you present at the time when Mr. Shanks made a speech to the Seminole Indians?—A. I was present, but I had no interpreter, so I did not learn what he said.

Q. What impression did that speech make upon your people?—A. After that speech I did not notice that there was any feeling of dissatisfaction among the people.

Q. State whether you know anything in regard to the conduct of the agency there, and whether it was satisfactory or not.—A. As for myself and all my other officers, as far as I know, everybody has been satisfied and pleased at the conduct of our agent when he would come up there. Years ago our agents that the Government assigned to our different tribes were agents not professing to be religious people, but this agent that has been appointed to our people is a God-fearing man, it seems, and our people are also inclined that way, and we have all felt that he has done his part of the business and has encouraged us in our religious matters, in the Seminole reservation. We have our little church there, and he has met with us there at our worship and encouraged us in our worship.

Q. Has his financial management of the tribes, as well as his course in regard to religious matters, been satisfactory to the tribes?—A. Yes, sir; all satisfactory.

By Mr. LANE:

Q. In speaking of the agent, do you refer to Mr. Ingalls?—A. Yes, sir; all business that he has performed there with us while agent has been satisfactory to me and to us. There are little things that we would desire sometimes, and our agent advises us on it, and we all seem to work together in everything that we have done there.

By the CHAIRMAN:

Q. Were the people satisfied with General Shanks too?—A. Yes, sir; I cannot talk English and did not understand, but so far as I know I was satisfied.

By Mr. WILSHIRE:

Q. Did you, as chief of the Seminoles, regard it as necessary to have such a commissioner as Mr. Shanks?—A. I look at it this way—of course the Government has sent him there as a special commissioner; the Government, perhaps, saw fit to send him—thought that it was right to send him, and I am satisfied.

Q. Do you regard it as necessary for the welfare of your tribe that there should be such an officer as that—either General Shanks or anybody else?—A. We were satisfied with the agent alone—always have been; but as Mr. Shanks was sent by the Government, of course we could not object, but we thought we could get along as well without it.

Q. Do you know of any mismanagement of the Indian affairs in regard to your tribe by any other public officer?—A. I do not know of any.

By Mr. BOONE:

Q. Are the Seminoles, as a people, in your opinion, making any progress in religion, in education, and in agriculture?—A. Yes, they are making progress in farming and education and churches; and we wish also to have larger schools than we have got now. We have small schools, and we would like to have more.

ROBERT JOHNSON, the interpreter, sworn and examined.

By Mr. BOONE:

Question. Is the chief a man of education?—Answer. No, sir.

Q. Can he read or write his own language?—A. He can read a little.

By Mr. TUFTS:

Q. He knows enough about business matters to know if there was anything wrong in their management—if there was any stealing going on in regard to the tribe?—A. Yes, sir.

JAMES FACTOR sworn and examined, and testified:

I am somewhere about fifty-four or fifty-five years of age; my residence is in the Seminole reservation. I am treasurer of the Seminole Nation. I understand the Seminole language.

By Mr. WILSHIRE:

Question. You have heard the testimony of your chief here?—Answer. Yes, sir.

Q. Is that correct, as you understand?—A. Correct, as I understand it.

Q. Do you know anything in addition to that, which you can testify to?—A. No, sir; not anything that would be valuable at all.

By Mr. BOONE:

Q. What is your opinion about the improvement of the tribe in religion, education, agricultural, and general progress?—A. I feel something like what the chief said. Here before the war there was not much Christian people in our country, (although I was a Christian before the war,) but since the war and in the war it seems that the religious feeling has increased till we became as we now are. We have become more civilized than ever, and more industrious, and try to make headway for our religion by working, and by good feelings with other people.

Q. Do you try to educate your children?—A. Yes, sir; we have schools, and our folks are trying to send our children to the schools.

Q. You think, then, that the people are steadily progressing?—A. Yes, sir.

By Mr. VAN VORHES:

Q. In some portions of the Territory don't you keep up your schools the year round?—A. In some portions of the Territory they do, but we keep them up nine months in the year.

Adjourned.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., February 3, 1876.*

JOHN B. WOLFE, writer, of New York City, appeared before the committee and was proceeding to make a statement in regard to the abuses in the use of the military force in the Indian country ———

By Mr. WILSHIRE:

Question. That has nothing to do with this investigation. We wish you to state what you know in regard to any frauds or irregularities in the management of Indian affairs—any misconduct on the part of officers of the Government in connection with Indian affairs?—Answer. Of my personal knowledge, I cannot speak of anything connected directly with the



Indians. All I can do for you is to give you privately the names of men who do know of them and can prove them.

Q. You do not, then, personally know of any such frauds or irregularities?—A. No frauds actually within my own cognizance, that I have now any recollection of at all. I know the general facts and the parties who know them.

Q. How do you know the general facts?—A. From general and common rumor.

Q. We have asked you for what you know?—A. Well, I know the facts in that way. If Governor Hunt tells me that such and such things occurred in relation to the Ute Indians I have to tell that as general rumor.

Q. Your answer, then, I understand; is that you know nothing personal of any improper conduct on the part of any officer of the Government having charge of or connected with the Indian Department?—A. Nothing personally at all.

Q. You say you know the general facts and the persons who can prove them; state the particular agencies at which any irregularities have occurred and the names of the persons that can prove them.—A. Well, I did state the name of a party who gave me information, but I think you had better gather these all up now and put in writing.

Q. No; you can state it now as well as at another time.—A. No, I do not know that I can, because I would like to refer to my books; I would have to do that before I could get these things summed up.

Q. Then give the names of such as you do know at present?—A. Then I get the name of Ex-Governor Hunt, of Colorado. He can testify in regard to the condition and manner in which supplies were furnished to the Utes when he was governor of Colorado.

Q. Can you give the name of any other person who can testify to facts with reference to that agency?—A. No other person with reference to that agency.

Q. Proceed then to the next agency?—A. I do not know I can name another just now in connection with frauds perpetrated upon the Indians. My information is confined almost exclusively to the military. My other knowledge is general, but when I look at my papers I can probably give you some other names.

By the CHAIRMAN:

Q. You have stated, then, all that you know at present?—A. That is all I recollect. I stated to General Scales (the chairman) before I came here that my principal power lay in my knowledge of military uses and abuses, and of the persons who were conversant with the facts. You will all perceive that it is impossible for a man who is not in any of these rings and arrangement to have personal knowledge of these matters.

By Mr. MORGAN:

Q. You have spoken of rings or a ring; is the existence of such a ring a mere presumption on your part, or is it a fact within your knowledge?—A. It is a matter of common notoriety.

Q. Is it a fact within your personal knowledge, or is it a mere presumption based upon rumor?—A. Well, I do not know it absolutely.

Q. Then it is a mere presumption based upon rumor?—A. It is a presumption based upon evidence brought to the knowledge of my senses—facts brought to my attention that show the existence of something of the kind.

Q. Do you know who compose that ring?—A. I could not swear to that, because I was not in it.

Q. Do you know what the purposes of this ring are?—A. To make money.

Q. To defraud the Government?—A. To defraud the Government.

Q. But you don't know of your own personal knowledge of the existence of the ring, or the persons who compose it?—A. If you will let me tell you, I will state how I know it.

Mr. BOONE. The statement the witness wants to make relates principally, I suppose, to military matters.

The WITNESS. Yes, it refers to military matters principally.

The committee decided not to examine the witness further at this time.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., February 3, 1876.

F. H. SMITH, sworn and examined, testified:

I reside in Washington; my age is forty-six. For two years prior to the 1st of January last I was a member of the Board of Indian Commissioners; I resigned early in December, to take effect on the 1st of January.

By Mr. WILSHIRE:

Question. State what you know about the management of Indian affairs—whether you know of any improper conduct on the part of any official of the Government in connection with it.—Answer. I have known a great deal in regard to the management of Indian affairs

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during the time of my connection with the Board of Commissioners, for two years prior to the 1st of January last. I do not think that any instance of maladministration occurs to me at this moment—certainly not any of my own knowledge.

Q. What do you know about the manner in which contracts have been executed for the supply of the Indians?—A. During most of the period of my connection with the board, I was chairman of the executive committee of the board, and also secretary, and as such, was cognizant of the letting of most of the contracts; and I believe that all the vouchers involving payments for contracts and claims in the Indian Bureau came under my cognizance, in the office. The question is so large, involving as it does the expenditure of from five to ten million dollars, and probably a thousand contracts, that unless you direct me to something specific it is a little difficult to answer.

Q. I will ask you to state any instance, no matter where or when, or by whom, if you know of any. Give us one instance. To direct your mind to something that may refresh your memory, I will call your attention to the letting of a contract to a Mr. Kearns, for supplying beef to some Indians west of Arkansas.—A. I do not think Mr. Kearns has ever had any contract for supplying beef.

Q. Or for furnishing any other supplies?—A. I can state generally, if you desire it, the circumstances under which Mr. Kearns has furnished supplies, and what I know in regard to it.

By the CHAIRMAN :

Q. Do you know of any irregularity in it?—A. No irregularity in respect to the furnishing of supplies. I believe he has furnished them to the entire satisfaction of everybody. The permission to furnish them was entirely outside of any law. My first knowledge of the subject was by having my attention called by some one in the Indian or Interior Department, I should say about the last of February of last year, to a statement that the Pawnee Indians, or the great body of them, had removed some months before, south from their reservation in Nebraska, to the Indian Territory; had during the winter gone on a buffalo-hunt off on the plains, and had just then returned to the Indian Territory, a reservation having in the mean time been selected for them; that, Congress having failed to make any provision for their subsistence, they were there without any means of support in any respect,—virtually starving. A communication from the Secretary of the Interior was referred to our office, in which it was stated that these facts, related by the Secretary of the Interior and Commissioner of Indian Affairs, had been laid before the President, and that the President, under the circumstances in the emergency, had authorized an expenditure of not exceeding \$150,000 for the subsistence of the Indians until such time as Congress could act upon the subject, stating, however, that no contract was to be made with the Indians, and that the matter being outside of any law, or any appropriation, no arrangement with anybody was to be made which could involve any liability on the part of the Government, direct or indirect. With that statement I was requested by the Commissioner of Indian Affairs (having failed to obtain parties in Washington who would furnish supplies on satisfactory terms) to aid him in that regard, by going West, in connection with another member of the Board of Indian Commissioners, Mr. Roberts, who was also chairman, I think, of the executive committee of Friends, under whose care these Indians especially were. A law of Congress, passed some years since, authorized 50,000 acres of the Pawnee reservation in Nebraska to be disposed of for their benefit. The request was made that we should also visit some authorities of the Mennonite Church, near Chicago, the information having been received that they were looking for a large body of land on which to colonize immigrants of that faith from Russia, in the hope that these 50,000 acres might be disposed of, and funds in cash realized for the purpose in view. We visited the party referred to—his name was Funk, I think; had an interview with him in Chicago, and obtained some encouragement that something might be done in regard to the matter in the course of the summer, but he had no authority, and no power to do anything for the present. We consulted with a good many parties in Chicago without being able to get any light on the subject. We then proceeded to the old reservation in Nebraska, 100 miles west of Omaha, and held a consultation with the agency authorities, and also with the remnant of the tribe who still remained there, about 500 in number, most of them connected with the manual-labor school, including, probably, half a dozen of the principal men of the tribe. From there we proceeded to Kansas City, and Saint Louis, taking Omaha *en route*, and made arrangements for the purchase of farming implements, wagons, a steam saw-mill, and some other articles perhaps, and then returned to Washington. An offer from Mr. Kearns, whom you have mentioned, to supply beef and flour, was referred to us by the Secretary of the Interior, in Washington, in the first instance. We reported verbally to the Commissioner of Indian Affairs, who was then in New York, and also to the Board of Indian Commissioners, who were then in session in New York, that we had failed to make any arrangement which seemed to us satisfactory, and proposed to refer the whole matter back to the Department. At the request of the Commissioner, however, and by the advice of members of the board, we still continued our efforts, and succeeded finally in making arrangements for the supply of all the articles that were required, from various parties.

By Mr. WILSHIRE :

Q. Can you state the parties with whom you made those arrangements?—A. With Mr. R. C. Kearns, of Little Rock, Arkansas, (or of California,) I think for beef, flour, and groceries; with F. D. Cooper, of Omaha, for wagons and farming implements; with another party in Omaha, whose name I forget, for harness; with the Petticrew Machine Company, of Saint Louis, for a steam-mill; with Wanamaker & Brown, of Philadelphia, for clothing; with H. B. Claffin & Co., of New York, for dry goods; and with another party in Philadelphia, whose name I do not recollect, for hats, boots, and shoes. I think those were the only purchases made directly by us. The agent himself, William Burgess, under the same general authority, has reported making purchases from a number of persons, and has also employed a very considerable number of persons in the erection of buildings, breaking ground, &c., for the establishment of the new agency.

Q. Do you know anything about the manner in which those contracts were procured? Were they procured by advertisement or by private negotiations, between the commission and these parties whom you have named?—A. I think, in every instance, with the exception of Mr. Kearns, whose offer came to us from the Secretary of the Interior, the parties were sought by us. We applied to a very large number of parties, who declined to furnish the articles upon any terms. There was no advertisement.

Q. State whether you had to allow those parties an advance above the ordinary market-prices of such things as you contracted for.—A. Yes, sir; in every instance.

Q. How much?—A. In a majority of instances from 20 to 30 or 40 per cent., I should say.

Q. Was that true of the beef and flour contract?—A. That depends on what you compare it with. The beef and flour contract was for a price just about that paid in cash by the military authorities at the nearest post, as I recollect; taking the distance from the market into consideration. I mean at Fort Sill. It was very considerably above the price paid by the Indian Bureau, for the large agencies in the same Territory, for like materials.

Q. You say that the advance would range from 20 to 40 per cent. ?—A. For nearly all the articles.

Q. And that for the beef and flour it was very much higher than the prices paid for like articles by the Indian Bureau for other Indians?—A. Yes, sir.

Q. Don't you know that there was a combination between Mr. Kearns, or the persons who were operating for him, and some officials, by which he procured the right to furnish that beef and that flour?—A. No, sir; I have no such knowledge or information.

Q. (By Mr. PAGE.) Or belief?—A. Or belief.

By Mr. WILSHIRE :

Q. Do you know or have you heard of a suit having been instituted in Little Rock against any person claiming that a man by the name of Rudd was entitled to an interest in that contract, by reason of some combination here at Washington City?—A. Yes, sir; I have heard of such a suit.

Q. Tell us what your information is in regard to that suit, and the causes of it.—A. I have very little information. The general impression that I have is, that Rudd claimed to have an arrangement with a party who proposed to—

Q. State the name of the party.—A. The name of the party is J. W. Smith.

By Mr. TUFTS :

Q. Do you know anything about this man Rudd yourself?—A. No, sir.

By Mr. WILSHIRE :

Q. State what your information was in regard to the subject of the suit and the parties connected with it.—A. He claims to have had some arrangement with J. W. Smith, who, he says, was to have made an offer to furnish beef and flour for the Pawnees, by which he was to be associated with Smith, and that through the influence of parties in Washington.

Q. Name the parties as you go along.—A. My information is so uncertain that I dislike to name any one. However, I will give you the name that through the influence of a Senator from that State, Mr. Dorsey, the right to furnish was given to Mr. Kearns. He claims that J. W. Smith had an interest in Kearns's contract or order, and brings a suit against Kearns, Dorsey, and Smith, I think, to have his right to be represented in the furnishing of beef and flour to the Pawnees recognized. That is the substance of my understanding of it.

Q. You say that you, with other members of the board, made this contract. I would like to have you state whether there is any truth in the assertions made by the plaintiff in that suit.—A. So far as I have any knowledge or belief, not any at all. I never heard of Rudd until I heard in connection with this suit.

Q. State whether this man J. W. Smith, whose name you have mentioned, had any interest at all with Mr. Kearns in connection with furnishing the beef, flour, groceries, &c.—A. Not so far as I have any knowledge on the subject.

Q. Have you any information from your colleagues on the board to that effect?—A. No, sir.

Q. Then you regard the effort of Rudd as a mere assumption on his part?—A. If it is anything else, it arises from circumstances and facts about which I know nothing whatever.

Q. Did any person or persons use any influence with the members of the board, to your knowledge, to induce them to allow Mr. Kearns to furnish those supplies?—A. No, sir. Having mentioned Senator Dorsey's name, I will say, in respect to him, that I never had one word of conversation with him on the subject, and no communication, direct or indirect, verbally, or in writing, or in any other way on the subject, until, since the meeting of Congress this winter, he casually mentioned it.

Q. Did he mention it in connection with that suit?—A. Yes.

Q. That suit was brought against Senator Dorsey, was it not?—A. Yes, sir; so I understand; so he told me.

Q. Can you state the amount that it was agreed by your commission to pay Mr. Kearns for beef, flour, and groceries?—A. My recollection is, \$3.88 a hundred, gross, for beef; \$4.86 a hundred pounds for flour. I cannot specify the prices of the groceries.

By Mr. HOOKER:

Q. What was the aggregate amount of the contract?—A. There was no contract; and the permission was to furnish such amounts as the agent, William Burgess, might require.

By Mr. WILSHIRE:

Q. Was there any limitation as to the amount that should be so expended?—A. The only limitation was in respect to the aggregate amount for all purposes, which was not to exceed \$150,000, on the authority of the President.

Q. How were those several parties, there being eight or ten of them, to tell the amount that each was to furnish, unless they were limited, respectively, by the board?—A. The requisitions for all purposes were made by the agent, who was supposed to know the amount he was ordering; and he reported, as I suppose, to the Department in Washington, who also had a record.

Q. Then the question of the amount of each of those respective articles was left entirely with the agent, but in the aggregate it was not to exceed \$150,000?—A. That is my understanding. The agent was also in communication with the Department in Washington, and received his instructions directly from there. I should like to say that, in whatever myself or my colleague on the board had to do with it, we simply executed the written request of the officers of the Department to put them in communication, and make arrangements with parties who were willing to supply these articles. There was very great difficulty in getting them. We applied to several persons who had been connected with the Board of Indian Commissioners, and who were among the most prominent business men in Chicago and Saint Louis, and to others who were among the most prominent business men there, and in every instance, on applying to a first-class man, or showing him the correspondence of the Department which formed our instructions, we were informed that they did not believe there was a possibility of getting anybody to furnish the supplies, and we failed in every instance to get references from them to any one else with any better result. I will say in respect to beef, that I applied personally to everybody that I knew of, that had been furnishing beef to the Government anywhere in that region of country, and failed to induce them (for the application was on my part) to agree to furnish or supply us at any rate whatever. And the same was true in respect to the persons who furnished a different character of supplies. In respect to clothing and to dry goods, for instance, we made application to these parties in Philadelphia and New York, because they had the great contracts from the Department for cash, and in each instance Mr. Clafin and Mr. Wannamaker declined absolutely in the first place to furnish the articles, unless some sort of guarantee could be given that the amount would be assumed by the Government as an obligation. They finally agreed to furnish them on its being urged by us that, having very large contracts with the Government for cash, they could not afford to decline to furnish the small amounts that we asked for, and for the want of which these Indians were in a condition of absolute suffering.

Q. Don't you know it to be a fact that in the region of country where cattle are usually obtained for the purpose of supplying the Indians, there is a combination between the persons who have heretofore had contracts, and who control all that cattle-market, to prevent persons who are not connected with them from filling contracts, from competing with them?—A. I do not know that I could answer the question affirmatively, given as broadly as that. It has come to my information in connection with the lettings of the great contracts for the Departments, that there always are combinations of cattle-men, for the purpose which you state, probably.

Q. Controlling the bids?—A. Substantially for the purpose of controlling the supplies of cattle.

Q. Has that information ever been communicated to the Department?—A. No, sir. I suppose the Department has the same information that I have, which is merely of a general character, because they participated in the lettings of the same contracts. I think it is true, however, that there are several of those combinations, which compete with each other.

Q. True; but in the event that an outsider should get a contract, will either of them furnish him the cattle except at a very exorbitant price?—A. That is a question I cannot answer. I should say that if an outsider gets a contract, these combinations generally manage to get hold of it and furnish the cattle themselves. For instance, in respect to the great

Sioux contract, which furnishes, probably, considerably more than half the beef purchased by the Indian Department, I think substantially the same men have furnished cattle for a good many years, although the contract has each year been awarded to a new party.

Q. I understand you to say that these firms of Wannamaker & Brown, of Philadelphia, and H. B. Clafin & Co., of New York, have formerly been, and are now, large contractors with the Government for furnishing supplies.—A. Yes, for their special supplies; one of them clothing, and the other dry goods

Q. Can you state whether those parties with whom you arranged to furnish machinery, farm-implements, and things of that kind, have fulfilled their obligations or promises?—A. They have.

By Mr. BOONE:

Q. In furnishing those implements, have they furnished them of such quality as the contract required, or have they been of an inferior and cheap kind?—A. I think they have furnished them fully up to the standard of the requirement. I was at the agency in the fall, and, so far as I was able to judge, everything furnished under those purchases was entirely to the satisfaction of the agent, and in accordance with the promises made.

Q. Is that true of the dry goods and clothing?—A. I am not quite sure whether the dry goods and clothing had reached there when I was there. The dry goods and clothing was forwarded by the Department, and subject to the same inspection precisely under the same conditions for the same class of articles as those furnished under the great contracts with the Department for the Indian service.

Q. But, when they were really delivered and received and went through this inspection, were they of such quality as the contract required, or were they of a cheap or inferior quality?—A. I hesitate in answering, because I cannot recall having inspected those articles there, if they had been delivered. I will say this, that I have never heard any complaint about them, although I have been in correspondence with the agent and other parties at the agency, and my belief is that they were furnished of a satisfactory character. If they had been of a cheap or inferior quality, I think I should have known it.

Adjourned.

Washington, D. C., February 7, 1876.

The following communication was received by the Committee:

Hon. Mr. SCALES,

*Chairman of the Committee on Indian Affairs, House of Representatives:*

I noticed in the daily papers of the 20th instant the following statement concerning myself, from Washington, under date of the 19th instant:

"Mr. Ingalls, who is employed with the Seminole tribe of Indians, has appeared before the House Committee of Indian Affairs, and testified that General John P. C. Shanks, a special United States Indian agent, has stirred up strife and dissension among the tribes he visited for the sole purpose of appearing before the authorities in Washington as an attorney to settle the matter."

I wish to state to the Committee on Indian Affairs through you, as its chairman, that the above statement, purporting to have been made by Mr. Ingalls, is utterly and unconditionally false, and that if Ingalls swore to that statement, or to that which would sustain that statement, before the Committee on Indian Affairs or elsewhere, upon his own assumed knowledge of facts, he has sworn falsely, willfully, and knowingly, and if he swore to or in support of such statement or information from others, he has carelessly supported a falsehood by his oath. There is no strife or dissension among the Indians growing out of my acts. Bad white men, of whom Ingalls is one, have become contentious because I have rebuked their frauds and speculations on the Indians.

I have most diligently sought to secure the confidence of the Indians in the Government and friendship for each other, and have assured them of the kind and just intentions of the Government toward them, with the assurance that the Government would abide by its agreements with them. My worst trouble was to convince them that good was intended while such men as Ingalls were retained over them. My opinion is that Ingalls desires to call attention away from his own conduct, and from the report I made as special commissioner some days since to the Indian Department of his (Ingalls's) speculations, under his authority as agent, in the interest of his relations and friends, if not his own, in sheep-ranches, trading-stores, timber-contracts, moneyed subscriptions sought and obtained by him, conditioned that the agency be located at Muskogee; the construction of private buildings with these subscriptions and by other parties of Ingalls's procurement on Creek grounds, seized and held by him in his authority as agent, and in open violation of law and treaties, turned over by Ingalls to his relations and friends against the protest of the Indians, his intimate associations with the worst enemies of the Indians, his false and mischievous dispatches from Saint Louis, through the press, of threatened armed troubles among the Cherokees, and in his open violation of justice and law in protecting, by his authority as agent, the emissaries of railroad com-

panies, in their interest enforcing upon Creek lands a newspaper and tending to urge the disruption of the Indian titles in the interest of railroad companies that hold large prospective land-grants conditioned to take over 20,000,000 of acres of Cherokee, Creek, Choctaw, and Chickasaw lands, which these Indians have purchased and paid for and for which they hold patents from the Government, and over which they generously gave rights of way to these roads. These land-grants are conditioned upon the extinguishment of the Indian titles, which extinguishment now is being, and for years has been sought by the enforcement through a territorial government of a heavy white population among the Indians, who will seize in spite of law and justice those Indian lands which the railroads do not take. I hope the committee will examine matters concerning the tribes that I have been with. I am quite ready to answer for myself, and may be able to aid some others to a full hearing. The committee, perhaps, could thus inform the country who pays and sustains Boudinot, Ingalls, and others for their time and efforts in the interest of those railroads and other interested parties, and against the Indians. I much desire that the committee will procure through the House the printing of all my reports and dispatches to the Indian Office as special commissioner since the 22d of March, 1875, the date of my appointment. I have visited in that time the Kiowas, Comanches, Cheyennes, Arapahoes, Apaches, Caddoes, Wacoos, Tawacarroes, Keechies, Delawares, Wichitas, Pawnes, Seminoles, Creeks, Cherokees, Choctaws, and Chickasaws, and at the general council met at Ocmulgee, at their request I addressed the delegates of the above-named and all the other tribes in the Indian territories, who were in attendance, and have addressed the Cherokee, Choctaw, and Chickasaw councils at their several invitations, and also the people at the Indian national fair at the call of its officers.

I am, very truly yours,

JOHN P. C. SHANKS.

PORTLAND, IND., *January 22, 1875.*

COMMITTEE ON INDIAN AFFAIRS,

*Washington, D. C., February 7, 1876.*

FRANCIS H. SMITH recalled and further examined.

By Mr. WILSHIRE:

Question. (Referring to Mr. Smith's direct examination.) State the name of the parties to whom you refer at Chicago and Saint Louis—Answer. I refer at Chicago to J. V. Farwell and to another gentleman, whose name I do not now recollect, former members of the board, and to R. Hammond, at Saint Louis, a prominent member of the board, and to various other parties, whose names were suggested at the time, but as nothing came of it I do not now recollect.

Q. What business is J. V. Farwell engaged in?—A. He is a dry-goods merchant.

Q. State whether or not you do not know that there are other persons engaged with Mr. Kanes, and interested with him in those beef-contracts?—A. I do not know the fact. I have the impression that Logan H. Roots is connected with him in some way from the fact that he has appeared in Washington, and seemed to represent him as his agent.

Q. What business is Root engaged in?—A. I understand that he is president of the Merchants' National Bank. He was formerly a member of Congress.

Q. You say that there was no contract with any of those parties at all?—A. No, sir.

Q. Then there is no means of ascertaining what those prices were, except by estimate?—

A. The offer and acceptance in every case was in writing.

Q. Are they on file anywhere?—A. I think I have copies of them.

Q. You do not regard them as official documents?—A. Official to the extent of memoranda of what was agreed to.

Q. Did your commission make a report to the Interior Department or to the Secretary of the Interior?—A. To the board of commissioners, and they transmitted it to the Department of the Interior.

Q. Was it the practice of doing business so loosely that there was no record to show the prices paid, &c.?—A. The whole contraction, as I suppose, was out of the common practice of doing business in the Indian Department. I transmitted to the Commissioner of Indian Affairs a statement in detail.

Q. When was that?—A. Probably in June or July.

Q. What do you call it—a report of the board of commissioners?—A. No, sir; the report of Mr. Roberts and myself, giving a list of agreements made for supplies to be furnished to the Pawnees, with prices appended.

Q. Does that report show the names of the persons to whom the price was to be paid, and the time and place of the delivery of the articles?—A. Yes, sir.

Q. That is an official report?—A. Yes, sir.

Q. Was the letter from the Secretary of the Interior to you as a board accompanying this report?—A. Yes, sir; the entire correspondence preliminary to our action in the matter accompanies the official report.

By Mr. PAGE:

Q. I want to know why it was necessary to enter into that contract for the supply of goods to the Pawnees. There was a deficiency, was there, in the appropriation, and the Pawnees were suffering? Is that true?—A. That was the official statement made to us.

Q. In what way did that official statement reach you?—A. Through the President of the United States.

Q. The President wrote a letter, did he not, setting forth the fact?—A. The letter giving that authority is in your hands.

Q. Why were not those supplies for the Pawnees advertised for? That is the usual course.—A. The Secretary of the Interior stated that no contract could be made. The Secretary writes:

“The Department cannot, under existing law, make a contract or purchase in the absence of an appropriation for the purpose: ‘No contract or purchase on behalf of the United States shall be made unless the same is authorized by law or is under an appropriation adequate to its fulfillment.’ (Revised Statutes, section 3732, act of March 2, 1871.) The said act clearly inhibits the making of contracts or purchases by this Department.

“Under the circumstances, and in view of the peculiar situation and necessitous condition of the Pawnees, you are authorized to make arrangements for their relief and subsistence, provided you can find any parties who, in the interest of humanity, will furnish to this suffering tribe the supplies required for the purpose, and who will be willing to rely upon the justice of a Christian Government for payment.

“It is to be distinctly understood that under the authority herein conferred no obligation will be assumed by the Government nor any responsibility, nor, by implication, is any promise of payment to be inferred from it.”

The Government assumes no responsibility, but invites the parties to rely on the justice of a Christian Government to pay them. That would be an unusual clause in an advertisement.

Q. State more fully how the prices agreed upon by that commission compared with the prices in the market. You stated that they were higher.—A. I stated that they were higher than the prices paid for other Indian contracts. They were not higher in regard to any article than the cash retail price in the same vicinity.

Q. Then they were not higher than the retail prices for the same class of goods in the same market?—A. No, sir.

Q. Have you any reason to believe that any combination existed to compel higher prices to be paid for any of those goods or to prevent the contract being given to the party who furnished the goods lowest?—A. I have no reason to believe that that is true, and can hardly understand how it could be, inasmuch as the parties with whom we dealt were at distant points, and were parties not in search of us, but we were in search of them.

Q. Then you have no reason to believe that there was any combination to prevent those contracts from being awarded to the lowest bidder, or rather the person who would furnish the goods at the lowest prices?—A. I have no reason to believe that there was.

Q. You believe that there was not any combination to prevent any party from supplying those goods, provided he would do it at the lowest prices? Was there any favoritism shown?—A. I know of none. If any such combination existed it was concealed perfectly from my knowledge.

Q. You stated in your direct examination that some combination existed in respect to the regular contracts; what reason have you to suppose they did not exist in this case?—A. The difference was what I have already stated, that in regard to regular contracts, ready to be paid in cash, the inducement to obtain those contracts, for which the ready money was to be received, was very great, and therefore the inducement to form combinations was proportionately great.

Q. In this case, knowing not whether they would be paid, the inducements were not so great?—A. Inasmuch as the parties took the entire risk of the pay not coming at all, I can state positively the inducements were not so great as to make combinations.

Q. Do you know whether there has been any negotiation or attempt, since the supplies of beef and flour have been commenced under this contract or any other, made with a view of obtaining those supplies at a less price?—A. We instructed the agent that if at any time he could purchase any of those articles at a less price, he was to do so.

Q. At a less price than what you had contracted for?—A. Yes.

Q. What was the agent's name?—A. Mr. Burgess.

Q. You instructed the agent that at any time that he could purchase those goods for less price, to do so?—A. Yes.

Q. Could he do it?—A. In a considerable number of instances, I think he has.

Q. You think he has purchased outside of those contracts goods at a less price?—A. I know that he has purchased quite a large quantity of goods.

Q. What was flour worth at the time you made those contracts?—A. I remember looking over the price-current in the Saint Louis papers, and the recollection I have is that the various grades of flour at wholesale were quoted at from \$4.50 to \$7.

Q. Don't you know that flour was retailing at that time at \$5 a hundred-weight?—A. I do not recollect anything on that subject except my reference to the quotations in the Saint Louis papers.

Q. Has Mr. Kearnes objected to the surrender of that contract?—A. No, sir; on the contrary, for several months he has professed himself anxious to get rid of it.

Q. He is perfectly willing to throw it up and let you purchase elsewhere?—A. I should say as long ago as three months a party representing him came to Washington for that purpose, as I understood, and I have learned the same thing from other sources, and in pursuance of that have made considerable efforts to find parties who would be willing to furnish supplies cheaper.

Q. Where was Kearnes when you entered into that contract—when you notified him you would accept his offer?—A. The notification was from New York, directed to him at Little Rock.

Q. When was that?—A. About the 1st of May.

Q. Was he not notified in California, by telegraph, that he had been accepted?—A. I do not know whether he had left Little Rock or not.

Q. Where was Kearnes when he made his proposition in writing?—A. The proposition came to us from the Department.

Q. You held that proposition for a long time, endeavoring to do better, and Kearnes had left the city and gone to California?—A. It is so stated.

Q. Have you any reason to believe or suspect that any consideration was ever paid or promised for influence in connection with any of those Pawnee purchases?—A. I have no reason to believe or suspect anything of the sort, and can scarcely imagine what motive could induce anybody to pay for influence of that sort, inasmuch as we were searching, as a favor to the Government and the Pawnees, for somebody who would be willing to furnish those supplies, instead of their looking for us.

Q. What do you know about Senator Dorsey having any connection with Kerens?—A. I do not know anything at all.

Q. Do you know Mr. Rudd?—A. I know of him.

Q. Where does he live?—A. At Little Rock.

Q. Do you know anything about him?—A. No, except what I have heard since this suit commenced.

Q. What have you heard of him in connection with this suit?—A. I think I stated all I know about it.

Q. You stated that you had not heard of him until this suit. What have you heard of him since?—A. Nothing, except that he has brought the suit.

Q. The suit is against Senator Dorsey?—A. As one of the parties.

Q. Do you know whether the goods furnished by Kerens—the flour and beef—have been of a good quality? Have they been satisfactory to the Government?—A. The statements made by the agent to us have been that the supplies have all been of a satisfactory quality. In a visit to that agency during the fall, I saw a considerable number of cattle turned in by Mr. Kerens, and they seemed to be very good cattle.

Q. Mr. Kerens relies on the magnanimity of Congress in getting anything for supplying those articles, does he?—A. He has no right to rely on anything else. I think we read the correspondence of the Secretary to every one with whom we negotiated for supplies. It is fair to state, however, that the correspondence does further state that the Department will use its every endeavor to obtain the appropriation from Congress.

Q. What I want to get at is this. Did they all understand that application must be made to Congress for an appropriation to pay for those supplies?—A. Yes, sir. The statement was made in the strongest way, verbally besides the letter.

Q. Then this man was fully aware that any excessive charges for furnishing supplies would be rejected by Congress?—A. That would be the natural inference.

Q. Do you know General Catterson?—A. R. F. Catterson was the subagent, who received all those supplies and receipted for them.

Q. Where is he now?—A. I think he is in the city.

Q. Do you know his address?—A. It was given to me as 1342 New York avenue. He can state with more knowledge in regard to the character of supplies than anybody else.

Q. Do you know Mr. Lanagan? He acts for Mr. Kerens in delivering goods at the Indian agency?—A. I have so heard, from time to time.

Q. Do you know his address?—A. I do not. I never have met Mr. Lanagan. I do not know his connection with Mr. Kearnes.

Q. You stated a few moments ago that you and your associate made a formal report of your transactions in this matter, did not you?—A. Yes, sir.

**By Mr. WILSHIRE :**

Q. State where those supplies were to be furnished. How far is the agency from Fort Smith?—A. About two hundred miles. I am not certain about it.

Q. It is where the Pawnees are located?—A. Yes, sir.

Q. Don't you know, and didn't you know at the time, that flour could be bought for less than \$2 per hundred-weight anywhere in Western Arkansas?—A: I did not have the slightest information on that subject.

Q. You say that the price that was agreed to be paid to Mr. Kerens for flour was fixed on the basis of the price of flour at Saint Louis. You also stated that the price was not



higher than the retail-price at Saint Louis. Are you certain of that?—A. If I made the statement in the form you now suggest, I said what I did not intend to. It was not true that the prices agreed upon were based on Saint Louis prices.

Q. Was that the only offer you had?—A. Yes.

Q. That came from Mr. Kerens through the Interior Department?—A. Yes; it was made several months before the award.

Q. Don't you know the price was very different between the time you got the proposition and the time the award was made?—A. I do not know.

Q. What time was the contract awarded?—A. About 1st May. The report which has been presented will show that Mr. Roberts and myself hesitated very much in regard to accepting Kerens's offer, which was returned and reported to the Interior Department that in our judgment the offer was too high, but that we were unable to arrange in regard to supplies at what we regarded as satisfactory prices, and that we desired to turn the whole matter over to the Department, and that it was after consultation with them, the Department, and with the board of commissioners, in which they insisted that we should do the best we could, that we accepted it.

Q. Who was the Secretary of the Interior at that time?—A. Mr. Delano.

Q. What brand of flour did you contract for?—A. The report will show. My recollection is that it was XX flour.

Mr. PAGE. What quality is XX? Is it the best?

The WITNESS. No, sir; medium.

Mr. WILSHIRE. And you agreed to pay how much a hundred-weight?

The WITNESS. \$4.86 I think was the price.

Mr. PAGE. A hundred-weight.

The WITNESS. Yes, sir.

By Mr. WILSHIRE:

Q. You also stated that the prices for beef at Fort Sill was three and a half and at the Osage two and a half. What difference would there be in furnishing beef there and at the places where this beef was furnished?—A. The difference applied to all the purchases that the Government declined to be responsible for.

Q. What is the relative distance of the three places, as to distance—in favor of the Pawnee or against the Pawnee?—A. The Pawnee reservation is about three hundred miles from the source of supplies, which I believe is Texas. It is about forty-five miles from the Osage agency. There should be no great difference between the Osage and Pawnee agencies. Between Fort Sill and the Pawnee agency there would be the difference of driving cattle some three hundred miles.

Q. There really is very little difference, if any, between the Osage and Pawnee agencies?—A. Very little.

Q. You stated that the Osages were furnished at two and a half a gross?—A. Yes.

Q. The contract was 388 to Kerens?—A. Yes, sir.

Q. Did you make application to any one else, and, if so, to whom did you apply, to furnish articles now furnished by Kerens?—A. Yes, sir. I applied to Mr. Slavens, then furnishing beef to the Sioux agency, and to Mr. Bosworth.

Q. What is he doing?—A. I understand him to be furnishing beef to the Great Sioux agency.

Q. Where is Slavens?—A. He is furnishing beef to the Kiowas, Comanches, Arapahoes, Wichitas.

Q. What is Bosworth doing?—A. He is furnishing beef to the Great Sioux agency. We also applied to L. A. Smith, whom we understood to be furnishing beef for the Arizona agency, and to various other parties from whom we inquired from time to time, but whose names I cannot recall.

Q. Did any of these persons make an offer to furnish supplies?—A. No, sir; they declined positively to furnish them.

Q. You stated that you had instructed Agent Burgess to disregard these contracts, and to make purchases wherever he could make them cheaper?—A. Yes, sir.

Q. Are you familiar with the management of the agencies by Mr. Burgess?—A. Not with the details. Mr. Burgess was away to the northern agencies during most of the summer. The statement to which I refer was a verbal one, which was a part of a pretty large conference between Mr. Burgess, Mr. Roberts, and myself, the purport of which was that if at any time the Government could obtain this article at a less price, they were to do so.

Q. Is there a farm run at that agency?—A. There is at the old agency. I refer to the control of Mr. Burgess in Nebraska. There are very fair and extensive farmers there.

Q. Do you know what disposition is made of the produce?—A. My impressions are that there is a very large amount of looseness in regard to the disposition of the produce of agency farms in general. The produce amounts, in a great many instances, to thousands of bushels of grains.

Q. Any stock?—A. Some. I do not know that any direct report is usually made to the Department.

Q. They make no report?—A. Not that I have been able to find. In some instances I

think that the employés are allowed to use such portions of grain and other produce as they need.

Q. What is the result of your observation, whether the impression was not made that these farms were conducted in favor of the agents instead of the Indians?—A. I do not know that I can say that. There was a looseness of administration in this respect which ought not to continue. I do not see any reason why, if the agent pleases to carry on a farm in his own interest, he could not do so.

Q. I ask you if, as a consequence of this looseness, the agent could not possibly do a great deal of business by raising produce, and then furnishing it to the contractor, and allowing the contractor to be paid for it, and dividing the profit with him?—A. I do not see how that could be done.

Q. You say, then, that from the general looseness in which agents conduct these farms, that it is possible that they may furnish supplies to the contractor, and allow the contractor to draw the money, and then divide the profits?—A. I should say that it would be improbable. It would necessitate a collusion of the employés, who would be cognizant of the fact.

Q. Do you know anything about what the practice of the agents generally is in regard to issuing rations to their employés?—A. For Government supplies?

Q. Yes.—A. The practice, so far as my observation went in visiting the agencies, is that there is no regular practice in that regard. I think the general custom is, where the Government purchases rations of beef, flour, sugar, &c., for the Indians, the employés are allowed rations corresponding with the Indians, including the agent and all the employés.

Q. The practice is to furnish rations to the employés?—A. That is my observation. In some instances the treaty stipulations require that the employés shall be furnished with rations by the Government. In that case it is furnished sometimes in kind and sometimes in money. There are two or three exceptions in which the rations are issued from Indian supplies. That is true in pretty much all the Sioux agencies and other large agencies.

Q. You said that at the time that this proposition of Kerens's was forwarded to you he was in California?—A. Not at the time the proposition was received by us. I understand since that he had left Little Rock at the time it was accepted by us, and was in California when he received the contract. I do not know the fact.

Q. Did you ever communicate with any other person in regard to that contract except Kerens?—A. No, sir; not in reference to Kerens's acceptance.

Q. With reference to his getting that contract?—A. No, sir. I have communicated with a good many persons in regard to obtaining offers.

Q. Have you ever received any correspondence from other persons, from Little Rock or anywhere else, in regard to it?—A. I received letters from Colonel Roots at Little Rock, and I have received letters from Major Smith.

Q. He is one of the plaintiffs in the suit?—A. One of the defendants.

Q. He is a brother of yours?—A. Yes, sir.

Q. The suit was brought against Dorsey?—A. Against Kerens, Roots, Dorsey & Smith, as I understand.

Q. If you can, I would like you to state the substance of your correspondence which relates to this matter.—A. I do not recall any facts except what I have already testified to.

Q. Do you know anything about Mr. Kerens being a contractor in the post-office?—A. I understood that he was a very large contractor for carrying mails.

Q. Do you know that he is interested in the contract from Messiah to San Diego?—A. I have heard so.

Q. Do you know where Mr. Kerens gets his cattle?—A. No, sir.

Q. He furnishes according to his proposition?—A. It has been so reported by the agent.

Q. How long have you been connected with the Indian board?—A. I think my appointment on the Board of Indian Commissioners was dated some time in January, 1874.

Q. As a member of the board, what other Indian agencies have you become acquainted with in the management of affairs?—A. I have become acquainted with general facts in regard to all the agencies, because the accounts with all the agencies go through my office.

Q. Just name the agencies which you have visited besides this Pawnee agency.—A. I have visited several of the Sioux agencies.

Q. That "several" is a general way of expressing it.—A. I visited the Red Cloud and Whetstone agencies. I also visited the Kiowas, the Comanches, the Wichitas, the Chippewas, the Arapahoes, the Osages, the Oposas, and the Pottawatomies. I did not visit the agencies in Oregon, but I met the agents in Oregon, Washington Territory, and all the agents of the Pacific coast, and in nearly every instance some of their employés, and obtained as full information as was possible in regard to the details of their management.

Q. I do not suppose you would be very likely to find if an agent was doing anything wrong by asking him. He would not be likely to tell on himself.—A. No, probably not. The purpose of my visit was in regard to the furnishing of supplies, and the investigation was made as a matter of information.

Q. Then it was not your duty to make investigations into the conduct of the agents?—A. No, sir.

Q. Did the Indian Bureau have people to inspect those agencies and report the manner in which they were administered?—A. Under direction of the law they have had such officers for the last two years.

- Q. How are they known?—A. As general inspectors. There were five of them.
- Q. Do you know their names?—A. The law last year reduced their number to three.
- Q. Give their names.—A. General William Vandever.
- Q. Where from?—A. Iowa. W. S. Watkins, of Michigan, and F. M. Kemble, of New York, I think.
- Q. Were they required to make reports of the result of their investigations?—A. Yes, sir. Very full instructions are furnished them by the Department for minute investigations of everything.
- Q. Are they called inspectors of Indian agencies?—A. No, simply general inspectors.
- Q. How often are they required to report?—A. Once a month, I think, for the regular month. They are detailed to quite a large extent to investigate special matters of complaint.
- Q. The reports pass through your hands?—A. They never have, as a rule, been furnished to the Board of Commissioners, though we have requested it several times.
- Q. When were you at the Red Cloud agency—last year?—A. No, the year before. I was a member of the Bishop Hare commission.
- Q. What was the occasion of that investigation?—A. The occasion of my personal visit there was immediately in connection with a statement that supplies were exhausted, but at the same time I formed a part of the general commission to investigate charges of maladministration preferred mainly by a man by the name of Walker, who had been employed by the Board of Indian Commissioners, and visited the agencies by direction of the board.
- Q. Did you take testimony under examination?—A. Yes, sir.
- Q. That accompanies your report?—A. Yes. No short-hand testimony was taken, but very full long-hand notes were taken, and those accompany the report.
- Q. When you were there did you seek an opportunity to inquire into the manner in which supplies were furnished by the several contractors, as well as the issue by the agent to the Indians?—A. Yes, sir.

By Mr. PAGE:

Q. Do they weigh the cattle on foot?—A. Yes. The issue at Red Cloud or Whetstone agencies probably number from 200 to 400 cattle. That herd is driven into a corral, and as many as can be conveniently driven at once on the scales—about a dozen—are driven, and that number is weighed, and the next dozen driven on; so that the weights give the gross amount.

Q. State anything you know in regard to the delivery of beef; whether it is regular or not.—A. The statement in the report of what was known as the Bishop Hare commission, and published in the report of the Board of Indian Commissioners of 1874, gives very fully the observations made by us. Distinct charges were made in regard to the delivery of beef, which were to be particularly investigated, as to the collusion between the agent and contractor, in which the agent's herd is supposed to have stampeded about the time the contractor's herd was coming up, and to have become mixed in with it, and to have been delivered over again. That was one of the charges. Another charge was in regard to the weight of the cattle in the early period of the agency, when there were no scales, and when the weight was averaged. It was stated that beef was killed and weighed, and that the custom was to put the tailboards of the wagons on the scales when the beef was being weighed.

Q. Did those charges appear in your report?—A. Yes, sir.

Q. State what was the result of your inquiry as to those facts.—A. The result in regard to the stampede was that only one stampede had taken place, during a thunder-storm, and that a certain number of cattle—I think forty or fifty—did get away to the contractor's herd, and were accounted for by him in the average weight, and a certain other number—not very large, probably twenty-five—was unaccounted for, and, inasmuch as the cattle stampeded in every direction, were supposed to have been killed by the Indians.

Q. The contractor accounted for some?—A. Forty or fifty.

By Mr. WILSHIRE:

Q. Are you acquainted with the stampede of stock on those plains?—A. Only from testimony which I have heard.

Q. Do you not know that when they stampede they never scatter, but always go together?—A. No; my impression was, in regard to the several stampedes, that they did scatter in various directions. We took testimony from parties in the employment of the agents and contractors, and persons who were there at the agency.

Q. There were not very many witnesses there who were not in the employment of the agent or contractor?—A. There was quite a number of half-breeds, who live about the agency, and who are intelligent enough to testify.

Q. Is not that class of people more or less under the influence of the contractor?—A. They are under the influence of whoever, in their judgment, is likely to be in power. If they think the agent is going to be removed, they are not under his influence.

Q. Was the agent to be removed, and did they know it?—A. Yes.

Q. The half-breeds knew that an effort was being made to remove the agent?—A. Yes. That was in part the defense, that this man Walker came there while the agent was away, and that the half-breeds got the impression that the agent was to be removed, and that he had

a good deal to say as to who should be the successor, and the statements were on that theory.

Q. Mr. Walker was also an attaché of the Indian Department?—A. He was one of the Board of Commissioners.

Q. Has that board no connection with the Indian Bureau?—A. The law creating the Board of Commissioners stated that they should have joint supervision with the Secretary of the Interior over the purchase of supplies for the Indian Department. It was intended to be a check on the Department, and entirely independent of it.

Q. But they are required to report to the Indian Department?—A. No, sir.

Q. Whom do they report to?—A. To the President.

Q. Then your report should have been made to the President?—A. That particular report was made to three distinct jurisdictions. I was sent by the Board of Commissioners; two were sent by the Episcopal Church jurisdiction, and the other by the Secretary of the Interior, each independently, but at the same time we made the same report, each furnishing the report to his jurisdiction.

Q. And yours was to the President?—A. No, the Board of Indian Commissioners.

Q. The report of that year contains the evidence which you took?—A. Yes, sir.

Q. Who was the Indian agent at the Red Cloud agency?—A. Doctor Saville.

Q. Was he the one who was removed last fall?—A. Yes, sir. I mentioned two or three charges; there were thirty or forty alleged.

By Mr. TUFTS:

Q. Have you been among the Pawnees?—A. Yes, sir.

Q. Were the Indians satisfied with all the contracts entered into by you? Were they satisfied with the articles received, and also to pay that amount out of the money which they received for the sale of their lands?—A. My information was that they were entirely satisfied.

Q. What is that information and where did you get it?—A. An agreement was made formally with the Pawnees, before leaving Nebraska, that all their expenses should be paid from the proceeds of their lands.

Q. They were satisfied with that agreement?—A. They were entirely satisfied.

Q. And rather anxious to enter into it?—A. Yes, sir.

Q. And they were satisfied with all the goods and the prices paid?—A. Yes, sir. The whole matter was discussed very elaborately during last fall with those Indians in council, in which they expressed entire satisfaction, so far as I remember.

Q. Are their chiefs intelligent enough to know a good article?—A. O, yes; they are intelligent enough to know whether they get a good article or not.

By Mr. PAGE:

Q. Could they comprehend the difficulties under which you were laboring in securing those goods? Did they take that into consideration?—A. Yes, I think so. They understood the whole question.

Q. You stated that it was possible for an agent to enter into collusion with the contractor, and thus wrong the Government. Do you know of any such case?—A. I never heard of a suggestion of that kind. I should think it improbable.

Q. Do you know of any case?—A. I never heard of any.

Q. You spoke of an agreement with the Pawnees before they left Nebraska.—A. It was a formal agreement, signed by both parties.

Q. There was a regular meeting?—A. Yes, sir.

By Mr. TUFTS:

Q. Was a bill before Congress appropriating \$160,000 to enable the Pawnees to remove?—A. The bill was before Congress authorizing the sale of the Pawnee reservation in Nebraska, which bill appropriated \$300,000 for that purpose, to be re-imbursed from the proceeds of the sale.

Q. What became of it? Did it pass the House?—A. This committee reported it, but no action was taken on it, I think.

- Adjourned.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, February 11, 1876.

R. F. CATTERSON sworn and examined, testified:

I am forty years of age. During the last season I have been employed as Indian agent for the Pawnees. I reported there on the 20th of May last, and resigned two or three weeks ago. A portion of the tribe has been in the Indian Territory and a portion in Nebraska. The old agent of the Pawnees was left with the remnant of the tribe in Nebraska, and I was sent in the Indian Territory, where they were establishing a new agency, for the purpose of establishing that agency, and when the old agent came down with the remnant

of the tribe, which I think was about the 1st of December, I considered that there was no further necessity for my remaining there, and I resigned.

Q. Do you know anything about the condition that the Pawnees were in at that time—whether there was any necessity for this \$150,000 expenditure by the Government for food and supplies for them?—A. I know the condition of the Pawnees when they arrived there, and I know, not from positive knowledge, but the fact is pretty well known, that the regular annual appropriation was omitted by a clerical error in the last Congress. A portion of the tribe was already in the Indian Territory, having left Nebraska some three years ago. They were down at the Wichita agency, where they were in the way. There were no means provided for them, and the Government determined, instead of taking that portion of the tribe back to Nebraska, to remove the remnant of them to the Indian Territory, and had selected a new reservation there, the Indians being left at the Wichita agency until such time as they could remove them.

Q. State what you know, if anything, as to the necessity of the Government doing something to prevent those Indians from starving to death. Were they in a starving condition at that time?—A. Yes, sir; they were in a starving condition when they came to our camp. I had been there two or three weeks in advance, and was collecting supplies and making preparation to receive them. There were about twelve or thirteen hundred of them at the Wichita agency who were almost naked and destitute of everything. The agent of the Wichitas furnished them supplies to come there with.

Q. Do you know anything about what efforts the Indian Department made to procure those goods and the transportation of them to the Pawnee Indians—whether they advertised or sought to make the best contracts they could?—A. I know but very little about the contract. I never inquired into it. The bills of purchase and all the transactions at the new agency, the papers of every description, were forwarded to the old agent in Nebraska, and his returns were made to the Government from there. The bills of purchase and everything of that kind were not forwarded to me at all. He was considered the real agent of the tribe, and I reported to him from the Indian Territory.

Q. Do you know who furnished any of those supplies?—A. Kernes & Co., I understood, were the parties.

Q. Do you know what kind of supplies they furnished?—A. They furnished beef, flour, corn—that is, the corn was not so much for the Indians as for feeding the stock, but it was necessary to start the new agency with. Those were the principal articles. In addition to that they furnished about sixty barrels of sugar and sixty sacks of coffee. They also furnished some soda, soap, candles, and quite a number of articles.

Q. Were you there when any portion of those goods were received?—A. I was there when they were all received up to the time the old agent came down. I think he arrived on the 1st of December. I was the person who received the goods and receipted for them.

Q. What was the character of the beef furnished by Kernes & Co.; was it good?—A. I think it was good. Some of it was first-rate; all, in fact, I may say, with the exception of one lot. There was one lot that was received there that would not be considered first-class beef, but still I have seen worse beef.

Q. What was the cause of its not being first-class? Was it on account of the condition of the grass at that season of the year?—A. Not so much that as owing to the fact that the waters were up at that time, and I think that the contractor, the man who purchased the beef and delivered it there, told me that he was compelled to buy at Fort Sill of some Texas drovers, who were driving through from Texas to Kansas, and that he was forced to take the first lot he could get, as the waters were up in every direction. It was in the latter part of July, when everything was overflowed in that country. The most of his beef, I believe all, with the exception of that one lot, was purchased there in the Cherokee country or in Kansas; most of it was native stock. I should consider it all good beef. There were several lots of beef delivered there that would have sold very readily in the market in Chicago.

Q. Were the other articles, flour, &c., in accordance with the contract?—A. I never saw the contract.

Q. Were they good articles?—A. Yes, sir; I think they were. The flour, of course, was not superfine, but it was a good article; I should call it a good article of second-rate flour.

Q. Do you know the prices that were paid for the beef?—A. I don't know, excepting by hearsay.

Q. What do you know about it in that way?—A. I heard that they paid \$3.88.

Q. Was that an exorbitant price for beef delivered at the reservation?—A. Beef could have been bought there and delivered lower than that if a man could have gone into the market with money.

Q. How much lower?—A. I think a man could have bought beef there for—I would have been willing to take a contract to furnish it for \$2.50, if they would furnish me the money to buy it with.

By Mr. WILSHIRE:

Q. Are these prices gross or net?—A. The beef to be received on foot, as I understand.

By Mr. PAGE:

Q. What were the prices of the other articles furnished—the flour and sugar?—A. I never knew. I think it was \$4.50 a hundred for the flour that was delivered there; that is only my impression.

Q. Do you know what flour was worth in any of the markets that would be convenient there?—A. No, sir, I do not. The purchase and delivery of the goods I had nothing to do with, and my attention was not directed to it particularly. My business was to establish the business there—build houses, establish ferries, make roads, &c.

Q. Do you think that \$3.88 per hundred, gross, was an exorbitant price for the beef furnished, when the contractor would be compelled to rely upon the future action of Congress for his pay—to take whatever Congress had a mind to allow him, and take the chances of not being allowed anything?—A. No; I do not believe it was too high. They knew, to commence with, that they certainly would have to lie out of their money for a year.

Q. The contractor furnished it with the full understanding that the Government was not bound to pay unless Congress made an appropriation?—A. Yes, sir; I think that was the understanding, but that is only a matter of judgment with me.

Q. You received most of these goods and receipted for them yourself?—A. Yes.

Q. Were they delivered promptly and in good shape?—A. They were generally on hand at the time they agreed to furnish them.

Q. What is the nearest railroad communication to the point where those Pawnees were located and where the goods were supplied?—A. There were two points, at about the same distance, one on the Leavenworth, Lawrence and Galveston Road, at Coffeerville, which is about one hundred and fifteen miles from the agency. The other point is at Wichita, on the Atchison, Topeka and Santa Fé Road, which is about one hundred and twenty miles from the agency; but at the time they commenced delivering from Coffeerville there was no road opened up from the agency to Wichita. Since that there has been, I had to open up the road forty-five miles across to the Osage agency, and to establish a ferry on the Arkansas River. There was a road existing from Coffeerville down to the Osage agency, which is perhaps seventy miles, but we had to open up the road for about forty-five miles, from the Osage agency to the Pawnee agency. I did it.

Q. What was the character of the country through which that road went; was it hilly or mountainous?—A. A portion of it was quite hilly.

Q. Was it expensive getting goods from the railway-station over to the Pawnee agency?—A. The teams that delivered the goods—two-horse teams or two mules, for instance—generally hauled about 1,800 pounds at a load.

Q. In your judgment, what was it worth to freight 100 pounds from the station over to the Pawnee agency in the then condition of the roads?—A. I don't see how a man could take his horses or mules and wagon for less than a dollar and a half a hundred. The committee can make an estimate of it for themselves; it took the men generally from seven to nine and sometimes as high as eleven days to make the trip, one hundred and fifteen miles.

Q. You say that one pair of mules would haul 1,800 pounds?—A. Generally about that. I have known them to haul as high as 2,200 pounds.

Q. Taking 2,000 for the average, you say it would take a man and a pair of mules eleven days to make a trip?—A. Not always eleven days. If they had good luck, they sometimes would get through in seven days, but it generally took eight or nine days to make the trip.

Q. Do you think that freight could be carried at a profit over that route at a dollar and a half a hundred?—A. I don't see how they could make much profit. I should not like to do it.

Q. State all you know in reference to the furnishing of Indian supplies by anybody while you were agent, and in relation to the general management of those Indians on the part of the Indian Department; what you know of your own knowledge.—A. I know but very little of what transpired away from the agency. I was down there one hundred and fifteen miles in the interior of the country, away from communication of any kind, scarcely ever hearing from the outside world, and I knew but very little in reference to these matters—in fact, nothing that amounts to anything except what transpired at the agency. So far as that part was concerned, I had full charge, but at the same time I made my reports to the old agency in Nebraska. I would regard the supplies furnished there for the use of the Indians as being good Indian supplies, anyhow. I will say that much. The beef, as I have said, taking it on an average, was good. As to the flour, I never saw any bad flour or heard any complaint of it except as to a few sacks which appeared to have been standing where there was kerosene oil. That, of course was not good; but I don't know how it came in contact with the oil or where. My instructions from the agent, Mr. Burgess, were to examine these supplies when they came, and if I found any that would not be considered good—his remark to me was that he did not expect the Government to furnish superfine flour, "but," said he, "I want you to examine it to see that there is none of it musty, or that has been made of sprouted wheat, but so long as it is good, plain flour, I suppose that it complies with the contract." I am satisfied that there was not a bad sack of flour received while I was there.

Q. Do you know of the Government or the Indian agent or any man connected with the Indian Department purchasing supplies outside of the Kernes contract, or do you know

whether there were any instructions to go outside and purchase wherever they could do better than to receive supplies from Kernes?—A. No; I never had any such instructions, and I don't know of anybody else that ever had any. There was one time for a week or two that we ran out of corn; it was just the time that we were cutting the hay; our horses needed the corn, and a couple of Kaw Indians had brought down a couple of loads of corn to the agency, and I bought it and paid for it out of my own pocket, and the agent, when he came down, re-imbursed me. A day or two after that the corn came in; I think it came from Arkansas City.

Q. Have you ever been informed that Kernes wanted to get rid of that contract—did not want to furnish those supplies?—A. I heard it some time or other. I don't know how I heard it. I perhaps got it from Coffeerville, as coming through their purchasing agent, Mr. Lanigan, that Kernes & Co. were talking of throwing up the contract.

Q. Don't you know that they had notified the Department that they would throw it up, that they would not furnish the supplies? Do you know or have you ever heard that Mr. Kernes had expressed a desire to notify the Department that he wanted to throw up the contract?—A. Yes, sir; I have heard it.

By Mr. WILSHIRE:

Q. You stated in your examination-in-chief that you had nothing to do with the purchases. Now I will ask you to state what your means of information have been as to the nature of the contract with Mr. Kernes for furnishing any supplies at all?—A. My means of knowing have been very limited; that is, I might have found out if I had inquired, but I did not consider that it was any of my business.

Q. Then you did not find out?—A. No, sir; I stated in the outset that I knew very little about the contract myself.

Q. State specifically what your duty was at that agency.—A. Well, I had all the powers of an Indian agent.

Q. That is a general statement. State specifically.—A. That would be very hard to do.

Q. You can state some things, if you cannot state all.—A. Well, my duty was to receive the supplies there and examine them; to issue the supplies when issue-day came round: to take general charge and superintendence of the Indians, to see that they conducted themselves properly and that they were kept upon their reservation; to build store-houses for the commissary department, build bridges and make roads, and all such work as would come generally under the supervision of an agent at an agency.

Q. Then I understand that your duties at that agency were simply to take charge of the supplies when they arrived there, and to see to their distribution to the Indians, and that you had nothing at all to do with the purchases or the persons who were to be paid for any supplies furnished?—A. No; with the exception of that little purchase that I spoke of.

Q. How far did you say it was from that agency to the Osage agency?—A. We called it forty-five miles, and I always thought it was that in traveling the road.

Q. You stated in your examination-in-chief that there was one lot of cattle that you regarded as poor cattle. State what was done with those. Were they received by the agency and used as other supplies were used?—A. I think you misunderstood me as to saying that they were poor. I said that, with the exception of one lot, I considered all of them good; that lot was not so good.

Q. Then, comparatively, that was a poor lot?—A. Well, I made a statement that the majority of the cattle there would have sold readily in the Chicago market. I don't think that this lot would.

Q. Then I understand you to say that you regarded all the beef that was delivered as being suitable for the purpose for which it was delivered?—A. Yes, sir; I think it was. I have eaten poorer beef in Arkansas myself.

Q. Yes; we all have to do that sometimes; but the question is, whether we would want to pay the same price for it or not?—A. No; I don't think we would; that is, if we bought for cash. I readily make the statement that it is my impression that all the beef that was delivered there would be considered good Indian beef.

Q. Draw the distinction between good "Indian beef" and other beef?—A. Well, I don't suppose that beef delivered to the Indians generally is what would be put on the market in Chicago, Saint Louis, or New York. There are several grades of beef. I don't know that the law defines any grade. I don't know what the contract specified as to the beef, but I considered the beef suitable beef to issue to the Indians.

Q. Would you consider it suitable beef for any other class of people to use?—A. I would not have bought that lot to have taken it into the market and sold in the city.

Q. Who was the man that delivered it to you?—A. A man by the name of Leech.

Q. Was he interested with Mr. Kernes in the contract, or was he simply employed by him?—A. I could not tell. My impression was that he had a subcontract for buying and delivering the beef.

Q. Was the beef delivered to your agency as fast as it was required?—A. Yes, sir; I don't think we were ever out of it more than a day or two at a time; it might have been that they were delayed sometimes a day or two in getting there. You know the character of the Arkansas River; it is very unreliable, and you cannot cross cattle on an ordinary ferry-

boat, such as we use for crossing teams; and if the river or any of the streams happened to be up, they would be a little behind.

Q. You stated on your examination-in-chief that you would have been willing, for cash, to take a contract to furnish that beef at  $2\frac{1}{2}$  cents per pound on foot?—A. Yes; I think I could have furnished good beef there for that.

Q. But your recollection is that they were paid \$3.88 a hundred?—A. So I understood.

Q. That would be a difference of how much?—A. \$1.38 per hundred.

Q. That price, \$3.88, is about 50 per cent. above what it could have been bought for in cash, is it not?—A. Something like that.

Q. But you state also that you considered the price paid to Mr. Kearnes under the circumstances as not too high. Now I will ask you to state upon what you base that opinion.—A. Well, I base the opinion upon the very fact that there had been no appropriation made. In the first place I considered that it was certain that they would get no money under twelve months from the time they commenced delivery. They commenced delivering in the latter part of May, and they did not expect to get an appropriation through, even if it went through without any trouble, until toward the end of this present session, so that they could not possibly have expected to get their money under a year. Then, in addition to that, these appropriations are of different classes, and they are very uncertain; they may sometimes take three or four years before you get them through, and sometimes they don't go through at all.

Q. What is it, according to your understanding, that makes these appropriations different as a class from other appropriations?—A. I don't know that they are different.

Q. I understood you to say so?—A. I said an appropriation of any kind, where the service has already been rendered.

Q. I understand you to say, then, that you think this price was reasonable, in view of the fact that the party would have to wait at least a year before he got his money?—A. Yes; that was one reason, and the other was the uncertainty of getting it at all. I base my opinion upon this idea. If that man had gone to the bank with any such paper as that, I don't believe he could have gotten the money on any paper that there was so much uncertainty about as that short of that discount.

Q. Then you consider a premium of 50 per cent. is not too much for waiting on the Government for twelve months?—A. It would be too much if they were positive that the appropriation would go through at that time.

Q. Don't you think these gentlemen thought they were going to get their pay?—A. O, I think so. I don't know what they thought, though of course they must have had some expectation of getting it some time or other, or they would never have spent the money. Still there is an uncertainty about these things.

Q. Do you understand that the credit of the Government in that country, under circumstances of this kind, is at a discount of 50 per cent.?—A. I do not know. I have stated, and will state again, that I would not have been willing to have taken the credit of the Government under the circumstances at short of what they did—that is, taking the uncertainties; considering on the one hand that a man has his money in his pocket, and that he has to go to work and pay it out, knowing that he must, in any case, lie out of it for twelve months, and perhaps not get it at all.

Q. You say you received these goods from Kearnes. Did you at any time certify to any accounts for supplies furnished?—A. When the beef was delivered there, I would simply certify that R. Kernes & Co. had this day delivered so many pounds of beef to the new Pawnee agency in the Indian Territory for the use of the Pawnee Indians.

Q. Did you so certify to the man who delivered it?—A. Yes, sir; simply a memorandum receipt to the man who delivered it, upon which he could draw his money from Kernes & Co.

Q. Then you reported that also to the agent?—A. O, yes, to the agent, William Burgess, who was located at Genoa, in Nebraska. That was his post-office.

Q. Did Mr Kernes have any contract to furnish corn?—A. I think he had a contract to furnish 500 bushels.

Q. Was it at the time that he had a contract to furnish that corn that you had to make purchases elsewhere?—A. No; we used up the first 500 bushels. Up to the time that I left there, we used up something like a thousand bushels. I wrote to Mr. Lannigan; when I found that we were going to run out of corn, that we would like to have some more furnished. He wrote back that they had only agreed to furnish 500 bushels, and that he would not be authorized to furnish any more until he had consulted Messrs. Kernes & Co., but afterward they consented to furnish more corn.

Q. Have you seen Mr. Kernes since you have been in the city?—A. I saw him about five or ten minutes.

Q. More than once?—A. No, I believe not, to talk with him. I called at his room.

Q. You stated that you heard that Mr. Kernes talked of throwing up his contract. From whom did you learn that?—A. My impression is that I got it from Mr. Masten, the man that did the freighting from the railroad depot at Coffeerville down to the agency. He had a sub-contract for the freighting. I think he wrote me at one time that Kernes & Co. talked of throwing up the contract, and he wanted to know whether I knew anything about it.

Q. Kernes never told you so, did he?—A. No, sir; not until I arrived in the city.



Q. Has he completed the furnishing of the supplies that he agreed to furnish?—A. I don't know how much he agreed to furnish; I knew of that corn question, because I wrote to Lannigan about it, and he told me that they only agreed to furnish 500 bushels. I think he wrote me also that they only agreed to furnish 60 barrels of sugar and 60 sacks of coffee.

Q. What is the name of the nearest station on the road from which these supplies were taken?—A. Coffeeville. That is the south end of the road.

Q. Do you know anything about the prices of flour in Saint Louis, or at points on that railroad, at that time?—A. No, I do not. It was a matter that I had nothing to do with. The supplies were furnished there, and I supposed that the arrangement was looked after by the Board of Special Indian Commissioners, to see that the supplies were kept up. When we were likely to run out of anything, I always notified the purchasing-agent.

Q. The purchasing not being a part of your duty, you paid no attention to it?—A. No, sir. I never even inquired the prices.

Q. Were all the articles furnished (aside from the beef) by any of the contractors of a good quality?—A. Yes, sir; I so considered them.

Q. You said it was second-class flour; what brand do you denominate second-class flour?—A. Well, there are 100 brands, and more, too, I suppose, and the quality of flour is partly a matter of judgment, for, of course, what one man might call a superfine flour another man might not.

Q. But in markets like Saint Louis is it not the custom to brand the barrels with some marks, X's, for instance, by which the quality is denoted?—A. This was marked XXX; but I don't understand X's.

Q. You know it is common to find marks upon flour-barrels?—A. Yes, sir; but I simply judged from my examination of the flour. I have frequently bought worse flour myself.

Q. It was as good as the Indians ever get?—A. Well, second-class flour is as good as nine-tenths of the white people ever get there.

Q. Do you know the names of any other persons who were furnishing supplies? You have spoken so far as to flour and groceries; what other supplies were furnished besides those?—A. I don't know of any supplies that were furnished outside of those parties. All the purchases of supplies that were made there came through Mr. Kernes & Co., so far as I have any knowledge.

Q. Any dry goods?—A. O, the annuity-goods were purchased east here; I don't know who purchased them; I suppose by the Board of Special Commissioners.

Q. Were there annuity-goods furnished? I understood there was no appropriation.—A. There were annuity-goods.

Q. What were they?—A. The usual annuity-goods—blankets, thread, some calicoes, squaw-cloth, as they call it; I don't know who furnished them. They were shipped there from Philadelphia, I think.

Q. How did you receipt for them?—A. I did not receipt for them. They came after the regular agent came down there. I suppose they were furnished in the usual way. I don't know what that is, but I think they were purchased by the Special Board of Indian Commissioners.

Q. Is not that the same board that purchased these things from Mr. Kernes?—A. They are the same board that made the arrangement with Mr. Kernes. Kernes & Co. may have furnished the money to buy them; I don't know.

Q. Was there any machinery of any kind furnished there?—A. A saw-mill. I am under the impression that that was bought in Saint Louis, by Mr. Frank Smith and Mr. Roberts. Whether Kernes & Co. paid for it or not, I don't know; but I think that those gentlemen went and selected it.

Q. When do you say you resigned?—A. About the 20th of December last.

Q. You know nothing about the delivery of any of those things since that time, do you?—A. No, sir.

Q. In reply to a question asked you by judge Wilshire in reference to these contracts, and whether you thought the credit of the Government would be discredited by the fact that parties charged 40 or 50 per cent. more than the market-price for those supplies, I will ask you whether you ever read a letter from the Secretary of the Interior, dated April 5, 1875?—A. No, sir; I do not remember to have read it.

Q. I want to read you just one paragraph in this letter, and then to ask you whether, in your judgment, that was not a justification for these parties charging a greater price? (Reading.) "I have considered your report of the 2d instant, submitting a proposition made by R. C. Kearnes, of Arkansas, to furnish beef and flour for subsistence of the Pawnee Indians in the Indian Territory, and await an appropriation by Congress. Under the circumstances, and in view of the peculiar situation and necessitous condition of the Pawnees, you are authorized to arrange with any one who will furnish the supplies and who will be willing to rely upon the justice of a Christian Government. It is to be distinctly understood that no obligation will be assumed by the Government."—A. Yes, I recollect reading that letter.

Q. Would that, in your judgment, as a notice to the person who was to furnish these supplies, be a kind of a contract or agreement that it would be desirable for any party to enter

into?—A. Well, I should think that taking a contract under an arrangement of that kind would be somewhat doubtful as to the final result.

Q. You don't know anything about the troubles that the board had in arranging for those supplies?—A. No, sir.

By Mr. WILSHIRE:

Q. Did you not regard that as a contract with the Government?—A. I have never seen any contract or agreement in the matter.

Q. Did not you understand that the supplies were furnished, by those who did furnish them, under a contract with the Government?—A. No; I understood it to be a kind of agreement that they had. I understood that an expenditure of \$150,000 was authorized to be made there by the President, and under that authorization the special board of commissioners went to work to procure the supplies; but as to whether they could have gotten them furnished for less, or whether they had a hard time to get them furnished at that price, I don't know; I may have heard something about it, but I don't know anything but what I have heard.

By Mr. TUFTS:

Q. Were you present when this beef and flour was received from the contractors, and delivered to the Indians?—A. Yes, sir.

Q. Were the Indians satisfied with the quality of the goods, and that they came up to their understanding of the arrangement with the Government?—A. I never heard any complaint as to the quality. The only complaint I heard from them was as to the quantity. I don't suppose an Indian ever had enough of anything.

Q. There was no complaint as to the quality?—A. I heard no complaint. O, there might once in a while be somebody to come up and complain about the provisions. This flour, these few damaged sacks that I speak of, were all that I heard complaint of.

Q. How many were there?—A. O, I never heard of more than four or five sacks. The Indians that got them came around and complained, and I told the chiefs to be present when the flour was delivered; they had nothing else to do—and if they found any bad flour I would send it back.

Q. Were they present?—A. They were around.

By Mr. WILSHIRE:

Q. That was the only instance of the kind?—A. That was the only instance.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., February 12, 1876.*

J. W. McMILLAN sworn and examined.

By Mr. WILSHIRE:

Question. State your name, age, residence, and occupation.—Answer. J. W. McMillan; age, fifty years; residence, Council Grove, Kans.; and at present I am a clerk in the Pension-Office.

Q. How long have you resided in Kansas?—A. Since 1866.

Q. I will ask you to state whether you were in any way connected with what was known as the Union Pacific Railroad, southern branch, now, I believe, the Missouri, Kansas and Texas Railroad?—A. I was a director in the railroad company known as the Union Pacific Railroad, southern branch, and continued so up to the time the franchises of said company were transferred to the Missouri, Kansas and Texas Railroad.

Q. Does that railroad pass through any Indian reservation? If so, what one?—A. It passes through the Kaw, or Kansas Indian reservation principally, located in the county of Morrison, State of Kansas.

Q. State if you know anything about how the right of way through that reservation was obtained.—A. Of my own personal knowledge I cannot state anything. The knowledge I have is derived from the agents of the road, who contracted for and obtained that right of way.

Q. State what your information is in regard to it.—A. My information is that they have contracted with the Indians for the right of way, or rather with the agent, by consent of the Indians, for the right of way through their diminished reservation. The right of way through the trust-lands they claimed as being granted in their charter. The reservation originally was twenty miles square, and by the treaty of 1860, I think, was reduced to nine by fourteen, and called the diminished reservation, on which all the Indians were located, and the whites were excluded from settlement thereon.

Q. This reservation belonged to the Kaw Indians?—A. Yes, sir. The trust-lands had been offered for sale in 1863 or 1864, I am not certain which, and a portion of them were purchased and the remainder was held in trust for the Indians, and I think the railroad company claimed that their chartered rights gave them right of way through the trust-lands, as they were known, and they contracted for right of way through the diminished reservation.

Q. With the Indians?—A. With the Indians.

Q. Do you know what compensation was paid to these Indians for that right of way?—A. I have known what compensation was agreed upon, but I do not remember now definitely enough to state it. My recollection is that it was between twelve and fifteen thousand dollars.

Q. Who was the agent of that tribe at that time that negotiated this right of way for the Indians?—A. Mahlon Stubbs. There had been some negotiating for right of way prior, I believe, but no contract made until after he became agent.

Q. When was that, do you remember?—A. That must have been in 1870; but I think before they made a contract they had got into the reservation some distance.

Q. Do you know anything about what disposition was made of the proceeds of that money?—A. I have no personal knowledge; only such information as I got from other parties; the agent told me himself.

Q. I understand that there was a good deal of timber cut off that reservation by the railroad company, or persons contracting with the company, to supply it with timber, ties, &c.; if you know anything about that, please state it.—A. I was informed by both parties that the railroad company had contracted with the Indians for enough timber to tie and bridge the road through the reservation, and I was told by R. S. Stevens, the general manager of the railroad company, that they had continued to tie the road outside. I do not think he told me just how far, but my information from others was that instead of about eleven miles of road diagonally across the reservation, they had tied the road fifty miles.

Q. Then the agent assumed to take absolute control of all the timber and dispose of it as he thought proper?—A. That seemed to be his policy; he claimed to dispose of the timber for the use and benefit of the Indians.

Q. Then Mr. Stevens was the party representing the railroad company, and who purchased all the timber?—A. Yes, sir.

Q. Where is he now?—A. He is the superintendent or general manager of the Hannibal and Saint Joseph Railroad, I think.

Q. Where is his office or place of business?—A. At Hannibal, Mo.; and I know of my own personal knowledge that nearly all the timber, in fact all the timber that was accessible, except, perhaps, a few spots, not amounting altogether to one hundred acres, was taken off the reservation.

Q. By the railroad company?—A. Yes, sir; and by the persons contracting to furnish the company with wood, and who purchased the wood of Mahlon Stubbs.

Q. But all the timber used was purchased from Mahlon Stubbs as agent of the Indians?—A. Yes, sir.

Q. Do you know anything about the amount in dollars and cents of the timber taken from the reservation under the direction of, or under a contract with, Mr. Stevens?—A. I do not; I only know what was neighborhood talk in regard to it. They were very reticent in giving information in regard to any of their business transactions. I know very little about it. My impression is that R. S. Stevens, to whom I referred a few moments ago, could give that information. Joab Spencer, now of Otterville, Mo., I know had a contract for supplying wood. I had been connected in business with him, and I know he had a contract to furnish wood to the company, and I know he purchased timber from Stubbs.

Q. Were you interested in that contract?—A. No, sir; I had no interest in it.

Q. I will ask you to give the names of the persons connected with the railroad who purchased timber from Stubbs, and the names of persons having contracts to furnish timber to the railroad, who purchased timber from Stubbs?—A. I could not state definitely from memory.

Q. Where is the office of the Missouri, Kansas and Texas Railroad now, and who is the secretary of the company or custodian of their books?—A. The office is now at Sedalia, Mo., but I am not certain but that the information could be got from the books of the Land-Grant Railway and Trust Company, they being the contractors to construct the road.

Q. Do you know what the wood was sold at?—A. I do not.

Q. Who would be likely to know that?—A. The contractor would know that, and he would know what was paid others.

Q. Are you acquainted with the value of such timber? If so, state what you would consider a fair compensation for the wood.—A. The wood was worth from four to five dollars a cord. I think I could then have contracted for a number of cords delivered at \$4. The estimate was that it was worth one-half to cut and deliver the wood. In other words, it was worth \$2 a cord in the tree.

Q. What was considered the value of timber for ties?—A. I have got an impression that over \$50,000 was paid for ties and timber to the agent.

Q. Do you know what was to be paid for each tie, or was there any contract of that sort?—A. I think there was a contract of that kind, but I do not remember the prices.

Q. Do you know anything about the management of that agency in any other respect?—A. Well, yes, necessarily; living within three miles of the agency for a number of years, I must have known a great deal; yet the most of my knowledge is not personal; a great deal of it is hearsay. I know the agent there occupied the agency building and the farm for his own use and benefit, and the farming was done for his benefit; and I know the former agent did it and regarded it as a legitimate perquisite of office, and he referred to it as a portion of his compensation.

Q. If you know state to the committee what the products of that farm attached to the agency, thus controlled and used, were worth annually.—A. That is rather a difficult statement to make. It is so variable there.

Q. You can approximate, I suppose. I do not expect an exact statement.—A. The estimate put by Stowell, the former agent, was \$700, and my own judgment would be that that is a tolerably fair estimate.

Q. Did that agent ever purchase supplies for the use of the Indians?—A. I don't know that I ever sold supplies directly to him.

Q. Do you know whether he ever purchased supplies for the use of those Indians, and distributed them among them?—A. I think I have no personal knowledge of it.

Q. Were you living in that country in 1871?—A. Yes, sir.

Q. You were acquainted, I suppose, with the prices of flour, groceries, &c., in that country?—A. Yes, sir.

Q. I wish you would examine this paper, and state whether you regard the prices charged there by the agent, Stubbs, as the prices of the several articles in that country.—A. By referring to my books, I think I could state certainly, for I think I sold most of the goods to the Indian trader.

Q. Stubbs did not go out into open market to purchase the goods?—A. I think not, although I have no personal knowledge. Flour, I think, was sold at \$2.50; price here, \$4. Coffee is probably not unreasonable. I think we paid 25 cents; 30 cents is charged here. Sugar was worth 13 cents; 16 cents is charged here. Lemons I cannot say. Indian prints were worth about 10½ cents; 12½ cents was retail price; 15 cents is charged here. Bacon, I think, we sold at 13½ cents; here 17 is charged. Beef is charged here at 8 cents. I think it was not over 4. Strouding \$3 a yard; that is not unreasonable. Salt was sold by me from \$4.75 to \$5—not to exceed that; \$9 is here charged.

Q. Then you regard that charge for salt as a very exorbitant price?—A. I regard it just about double what we retailed it for. It was simply downright cheating. Muslin we sold at 13 cents—never higher than 16 or 17 cents retail; charge here is 18 cents. Corn meal 2 cents a pound. Well, I do not know but what it was worth that. Three boxes axes, \$18. I don't think I sold them for over \$15. Sugar, 20 cents; that is still higher. 30 sacks of flour, at \$5. I do not think we ever sold flour over \$2.50 to the traders; possibly, \$2.75.

Q. I will ask you to state as to the items of beef, salt, and flour, if the charges made in this detailed statement of the agent as to those three articles, is not just about double what they were selling for by merchants in that country.—A. I think at least double the prices he could have bought them for in the market; and as to the beef, I know I have seen it sell for less, but just what it was worth that year I could not say. It may have been worth 4 cents. I am confident that it could not exceed 4 cents. Flour I have sold from \$2.25 to \$2.75—what we call Indian flour. It averaged about \$2.50 for almost any year.

Q. As to the other articles, I wish you would glance over the list and estimate the percentage of increase in the prices charged over what they could have been bought in the open market.—A. Taking these three articles, I think they could have been purchased at 33 per cent. less than the prices here stated.

Q. Is Mr. Stubbs the agent there still?—A. No, sir; the tribe has been removed to the Indian Territory, and the agency abolished, and the tribe amalgamated with the Osage tribe, or rather placed under the control of the Osage agent. Stubbs was re-appointed, and rejected by the Senate.

Q. Was he appointed by any of those religious denominations who have been furnishing agents for the Indians?—A. My opinion is that he was selected or named for the place by the Quaker sect. In regard to the wood, I know, at least I have seen persons cutting and hauling wood for the agent, and they told me that they had a contract for the wood on a certain price. One Knox, who purchased a farm on Rock Creek, had bought the timber-tops, &c., off by the railroad company, of Stubbs, about 160 acres, and he told me that all of it on Rock Creek was sold to different persons by the agent. He told me also what he was to pay the agent, but I forget what it was.

Q. Did he purchase the timber by the acre or by the cord?—A. No, it was tree-tops that he purchased in bulk.

By Mr. TUFTS:

Q. Do you know anything about these wood transactions, except by rumor; any knowledge yourself?—A. I only know that I have seen persons hauling off, and those persons told me the terms on which they purchased the wood; but as to having any personal knowledge of the contracts with the agent I have none.

Q. Were these Indians residing on the reservation?—A. Yes, sir.

Q. Did they protest against it or were they satisfied with the arrangement for selling the timber?—A. That is a question rather difficult to answer, because no Indian tribe was ever satisfied. I think a portion of them were satisfied, and a portion of them complained, but I should say that is not significant, because I never knew it to be otherwise in regard to any transaction. I am of opinion that the Indians supposed that they were to receive benefit, and that it was satisfactory to them. I know that it was understood that Stubbs was selling it for the use and benefit of the Indians.

Q. Do you know about how much was paid to the Indians out of that fund?—A. No, sir, I have no personal knowledge. I have given reference of parties whom I think can furnish the information.

Q. In regard to these supplies, have you looked over your books since this transaction to testify with certainty?—A. No, sir; it was only from my general knowledge of prices. I sold goods to traders that year for several thousand dollars.

Q. Did you sell to traders at a less price than you sold goods to outsiders?—A. Under the same circumstances, no; when we sold to the trader by the quantity, we sold less than we retailed the same article.

Q. But you would sell wholesale on the same terms?—A. Yes, sir.

Q. Does the agent buy up wholesale and turn the goods over to each Indian?—A. So far as my knowledge goes the trader buys wholesale, and retails them to the Indians; and so far as his legitimate transactions as a trader are concerned, I know that is the case, and he would not be a trader but for the profit he derives from selling to the Indians at a price above what he paid for the goods. These goods, however, I understand were purchased for the Indians with their money, and on which the agent was not expected to make a profit. The traders with the other goods sell on twelve months' time. For instance, they are paid their annuity in November or December. They are indebted to the trader for all of it, and, after paying him, he would on the same day let them have a large part of their next annuity in goods.

Q. Do you understand that this agent had money in his hands to pay cash for these goods?—A. I do not really know that any money went to his hands; the railroad company, however, can give you that information positively.

Q. You do not know then that he had cash to pay for these goods that he has charged to the Indians?—A. I do not know that any of these goods were furnished to the Indians at all. It was reported that he furnished them.

Q. You were comparing the cash prices of goods you sold and the prices here charged. Now what I want to get at is this: Did this gentleman have the cash to purchase these goods?—A. I don't know. I infer that he had. From the date given here I think he should have had the money. There would be no difficulty in ascertaining that fact, because the railroad company can show at what time they paid the money.

By Mr. WILSHIRE:

Q. Is not that a statement accounting for money in his hands?—A. It appears so. I will say, not wishing to do any injustice to him, that in selling goods to Indians on twelve months' time and depending upon the annuities for payment, I would not regard these prices as extravagant; but I would be willing to sell for cash, or cash assured sixty or ninety days, at 25 per cent. less than the prices charged here; because I know, of my own personal knowledge, that the trader almost inevitably loses some goods. A large number of Indians have more goods than their annuity amounts to, and when that is the case the trader loses it, and my impression is that the prices charged by the trader are not unreasonable, and in many instances he is not very largely compensated. These Indians had an annuity of about \$10 per capita; the trader's accounts usually amounted to that. They were paid out of what is called the general fund, out of which the expenses of the agency and other items are deducted, and if the balance was sufficient to pay the trader he was all right; if not, the trader had to lose, because they would not consent to pay out of the succeeding annuity. The profits heretofore arising from that tribe of Indians have not been exorbitant, and if the trader furnished these goods and waited twelve months I would not regard those prices as exorbitant. When a trader sells on time he usually buys on time and charges more for the goods.

Q. Who was the trader there?—A. M. H. Newlin.

Q. You stated in your cross-examination that the Indians quietly acquiesced in this timber being taken off, supposing they were to receive a benefit from it. I will ask you now to state if you consider that goods being furnished to them at the prices charged in this detailed statement of the agent should be regarded as a fair accounting to the Indians for the proceeds of their property?—A. I am satisfied the Indians could have made a better trade than that.

By Mr. TUFTS:

Q. Do you think if the money had been paid over to these Indians they would have been benefited more than they were?—A. Yes, sir; the Indians are tolerably sharp on a trade, and when the agent would allow them they supplied a great many persons with wood, cut it, and hauled it. A great many had little, and they would get generally \$6 or \$8 per cord; but at times, I was told by them, that the agent prevented them from hauling wood.

Q. You say these Indians were pretty sharp. If they were pretty sharp would they not have known that these prices of goods were exorbitant and protested against them?—A. Well, the Indians have been accustomed to pay tolerably large prices, and these goods they purchased from the agent they did not look upon it as though they were purchased with their own money; they looked upon it more as a gratuity.

Q. They knew this money belonged to them?—A. Yes, sir.

A.—Detailed statement showing the disposition of \$15,563.09, belonging to the Kansas Indians, by Superintendent Enoch Hoag, the same having been received from the Union Pacific Railway Company, on account of right of way through the Kaw reservation and for timber cut from the same.

| Date of payment. | To whom paid.         | For what paid.   | Amount.  |
|------------------|-----------------------|--|----------|
| 1870.            |                       |  |          |
| April 7          | Mahlon H. Newlin..... | 10 ponies, at \$52.50; 5 at \$40; 3 at \$48, and 2 at \$53.. | \$975 00 |
| April 7          | do.....               | 40 pairs blankets, at \$12.....                              | 480 00   |
| April 7          | do.....               | 125 yards strouding, at \$3.....                             | 375 00   |
| April 7          | do.....               | 600 yards calico, at 15 cents.....                           | 90 00    |
| April 7          | do.....               | 24 bridles, at \$2.....                                      | 48 00    |
| April 7          | do.....               | 3,000 pounds of beef, at 7 cents net.....                    | 210 00   |
| April 7          | do.....               | 2,000 pounds of flour, at 4 cents.....                       | 80 00    |
| April 7          | do.....               | 10 buffalo-guns, at \$15.....                                | 150 00   |
| April 7          | do.....               | 4 kegs rifle-powder, at \$10.....                            | 40 00    |
| April 7          | do.....               | 200 pounds lead, at 10 cents.....                            | 20 00    |
| April 7          | do.....               | 10,000 gun-caps, at \$2.75.....                              | 27 50    |
| April 7          | do.....               | 6,000 pounds beef, at 7 cents.....                           | 420 00   |
| April 7          | do.....               | 3,000 pounds pork, at 10 cents.....                          | 300 00   |
| April 7          | do.....               | 6,000 pounds flour, at 4 cents.....                          | 240 00   |
| April 7          | do.....               | 1,000 pounds corn meal, at 2 cents.....                      | 20 00    |
| April 7          | do.....               | 1,000 pounds coffee, at 30 cents.....                        | 300 00   |
| April 7          | do.....               | 1,000 pounds sugar, at 14 cents.....                         | 140 00   |
| April 7          | do.....               | 500 quarts salt, at 10 cents.....                            | 50 00    |
| April 7          | do.....               | 75 yards strouding, at \$3.....                              | 225 00   |
| April 7          | do.....               | 500 yards calico, at 14 cents.....                           | 70 00    |
| April 7          | do.....               | 50 pairs blankets, at \$12.....                              | 600 00   |
| April 7          | do.....               | 5,000 pounds beef, at 7 cents.....                           | 350 00   |
| April 7          | do.....               | 2,500 pounds pork, at 11 cents.....                          | 275 00   |
| April 7          | do.....               | 8,000 pounds flour, at 4 cents.....                          | 320 00   |
| April 7          | do.....               | 1,500 pounds corn, at 2 cents.....                           | 30 00    |
| April 7          | do.....               | 1,000 pounds coffee, at 30 cents.....                        | 300 00   |
| April 7          | do.....               | 1,000 pounds sugar, at 14 cents.....                         | 140 00   |
| April 7          | do.....               | 125 yards strouding, at \$3.....                             | 375 00   |
| April 7          | do.....               | 700 yards calico, at 14 cents.....                           | 98 00    |
| April 7          | do.....               | 40 pairs blankets, at \$11.....                              | 440 00   |
| April 7          | do.....               | 1,000 pounds flour, at 4 cents.....                          | 40 00    |
| April 7          | do.....               | 2,000 pounds beef, at 7 cents.....                           | 180 00   |
| April 7          | do.....               | 525 pounds pork, at 12 cents.....                            | 63 00    |
| April 7          | do.....               | 207 yards calico, at 14 cents.....                           | 28 98    |
| April 7          | do.....               | 120 quarts salt, at 10 cents.....                            | 12 52    |
|                  | Total.....            |  | 7,513 00 |

I certify on honor that the above account is correct, and that the same remains due and unpaid, and that the above articles have been delivered to the Kaw Indians within the time above stated.

MAHLON STUBBS,  
United States Indian Agent, Kaw Indians.

\$7,513.]

Received, Council Grove, Kansas, Fourthmonth 7, 1870, of Enoch Hoag, superintendent Indian affairs, seven thousand five hundred and thirteen dollars (\$7,513) in full of the foregoing account.

MAHLON H. NEWLIN.

We, the undersigned, chiefs and headmen of the Kansas tribe of Indians, assembled in council, at the Kansas agency, this 7th day of Fourthmonth, 1870, acknowledge the receipt of the above articles from Mahlon H. Newlin, amounting to seven thousand five hundred and thirteen dollars, and that the same was furnished as stated; and we hereby request Enoch Hoag, superintendent of Indian affairs, to pay the amount of said bill out of any moneys in his hands belonging to our tribe.

ALLEGAH WAH HU, his x mark.  
Head Chief.  
WAHTIANGI, his x mark.  
WAHPAGEE, his x mark.  
FRANK JOHNSON, his x mark.  
OGASHANOSHA, his x mark.  
POHDUCAGOHLE, Chief.  
MOSHETUMWA, his x mark.  
NO PA WIA, his x mark.  
WILLIAM JOHNSON, Chief.  
WAH SHUNGHAH, his x mark.

Witness:

MAHLON STUBBS,  
United States Indian Agent, Kaw Agency.

BIG LOUIS PAPPAU, his x mark.  
Special Interpreter.

I hereby certify that, to my knowledge, the within-mentioned articles have been delivered to the Kansas Indians as set forth, and that the marks to the chiefs and headmen were attached in my presence.

JOSEPH NEWSON.

I certify, on honor, that the within account is correct and just, and that I have actually, this 7th day of Fourthmonth, 1870, paid the amount thereof.

ENOCH HOAG,  
*Superintendent Indian Affairs.*

| Date of paym ent. | To whom paid.       | For what paid.                        | Amount.  |
|-------------------|---------------------|---------------------------------------|----------|
| 1870.<br>April 23 | T. S. Huffaker..... | 10,895 pounds flour, at 4½ cents..... | \$490 27 |

I certify, on honor, that the above account is correct and just; that the flour was furnished to the Kansas Indians as stated, and that the same remains due and unpaid.

MAHLON STUBBS,  
*United States Indian Agent.*

Received, at Council Grove, Kansas, Fourthmonth 23, 1870, of Enoch Hoag, superintendent of Indians, four hundred and ninety and  $\frac{27}{100}$  dollars.

T. S. HUFFAKER.

We, the chiefs of the Kansas tribe of Indians, assembled in council, at the Kansas agency, this 23d day of Fourthmonth, 1870, do acknowledge the receipt of ten thousand eight hundred and ninety-five pounds of flour from T. S. Huffaker, as stated in voucher herewith, and we hereby request Enoch Hoag, superintendent of Indian affairs, to pay the amount of said voucher out of any money in his hands belonging to our tribe.

ALEGOWAHHU, his x mark, *Head Chief.*  
POK DU KAGOHLAH, his x mark, *Chief.*  
WILLIAM JOHNSON, his x mark, *Chief.*

Witness:  
MAHLON STUBBS,  
*United States Indian Agent.*

Witness:  
LOUIS PAPPAN, his x mark,  
*Special Interpreter.*

Witnesses:  
MAHLON H. NEWLIN.  
JOSEPH NEWSON.

I certify, on honor, that the above account is correct and just, and that I have actually, this 23d day of Fourthmonth, 1870, paid the amount thereof.

ENOCH HOAG,  
*Superintendent Indian Affairs.*

B.—Detailed statement showing the disbursement of \$7,563.09, belonging to the Kansas Indians, by Mahlon Stubbs, United States Indian agent, which amount was received from the Union Pacific Railway Company on account of right of way through the Kaw reservation and for timber cut from the same.

| Date of payment. | To whom paid. | For what paid.                             | Amount.  |
|------------------|---------------|--|----------|
| 1872.            |               |  |          |
| Nov. 7           | M. H. Newlin  | 2,000 pounds bacon, at 11 cents            | \$220 00 |
| Nov. 7           | do            | 4,000 pounds beef, at 6 cents              | 240 00   |
| Nov. 7           | do            | 6,000 pounds flour, at 5 cents             | 300 00   |
| Nov. 7           | do            | 450 pounds coffee, at 30 cents             | 135 00   |
| Nov. 7           | do            | 700 pounds sugar, at 13 cents              | 91 00    |
| Nov. 7           | do            | 100 sacks corn-meal, at \$1.25             | 125 00   |
| Nov. 7           | do            | 10 pairs blankets, at \$12                 | 120 00   |
| Nov. 7           | do            | 10 pairs blankets, at \$8                  | 80 00    |
| Nov. 7           | do            | 30 yards strouding, at \$2.50              | 75 00    |
| Nov. 7           | do            | 500 yards prints, at 12½ cents             | 62 50    |
| Nov. 7           | do            | 1 barrel salt, at \$4                      | 4 00     |
| Nov. 7           | do            | 200 pounds dried apples, at 12½ cents      | 25 00    |
| Nov. 7           | do            | 1 box axes                                 | 15 00    |
| Nov. 7           | do            | 2 dozen butchers, at \$4.50                | 9 00     |
| Nov. 7           | do            | 60 yards strouding, at \$2.50              | 150 00   |
| Nov. 7           | do            | 1,000 yards prints, at 12½ cents           | 125 00   |
| Nov. 7           | do            | 200 yards osnaburgh, at 20 cents           | 40 00    |
| Nov. 7           | do            | 400 yards denims, at 22 cents              | 88 00    |
| Nov. 7           | do            | 20 pairs blankets, at \$11                 | 220 00   |
| Nov. 7           | do            | 20 pairs blankets, at \$8                  | 160 00   |
| Nov. 7           | do            | 200 yards Indian H. muslin, at 10 cents    | 20 00    |
| Nov. 7           | do            | 2,500 pounds bacon, at 12½ cents           | 312 50   |
| Nov. 7           | do            | 600 pounds coffee, at 28 cents             | 168 00   |
| Nov. 7           | do            | 800 pounds sugar, at 12½ cents             | 100 00   |
| Nov. 7           | do            | 80 (98 pounds each) sacks of flour, at \$5 | 400 00   |
| Nov. 7           | do            | 2 caddies tobacco, 50 pounds, at 70 cents  | 35 00    |
| Nov. 7           | do            | 2,000 pounds beef, at 8 cents              | 160 00   |
| Nov. 7           | do            | 1 dozen coffee-boilers, at \$8             | 8 00     |
| Nov. 7           | do            | 1 dozen bread-pans, at \$8                 | 8 00     |
| Nov. 7           | do            | 1 dozen dippers, at \$3                    | 3 00     |
| Nov. 7           | do            | 2 dozen tin cups, at 60 cents              | 1 20     |
|                  | Total         |  | 3,500 20 |

We, the undersigned chiefs and councilmen of the Kansas tribe of Indians, in council assembled at the Kansas agency, acknowledge the receipt of the above articles from Mahlon H. Newlin, our trader, and that the same were furnished our tribe; and we hereby request Mahlon Stubbs, United States Indian agent for our tribe, to pay the amount of the above bill.

ALLEGOWAH-HU, his x mark.  
Head Chief.

NO-PA-WIA, his x mark.  
WAH-PA-GEE, his x mark.  
WILLIAM JOHNSON, his x mark.  
IS-SA-WAI, his x mark.  
CHA-GUI-KU, his x mark.  
SUN-PECH-HAH, his x mark.  
ED. AMES, his x mark.  
JOHN SOLDIER, his x mark.  
ABE MONROE, his x mark.

A. V. STUBBS,  
United States Interpreter.

Done in council this 21st day of Ninthmonth, 1872, and approved by me.

MAHLON STUBBS,  
United States Indian Agent for Kaw Indians.

I certify that the above amount is correct and just, and that the articles itemized above have been delivered to the Kansas tribe of Indians, and that I have received payment therefor from Mahlon Stubbs, United States Indian agent.

MAHLON H. NEWLIN.

I certify on honor that the above account is correct and just and that I have actually, this 7th day of November, 1872, paid the amount thereof.

MAHLON STUBBS,  
United States Indian Agent.



| Date of payment. | To whom paid.     | For what paid.                               | Amount.  |
|------------------|-------------------|--|----------|
| 1872.            |                   |  |          |
| Nov. 7           | M. H. Newlin..... | 6,000 pounds flour, at 3 cents .....         | \$180 00 |
| Nov. 7           | do.....           | 1,500 pounds beef, at 7 cents .....          | 105 00   |
| Nov. 7           | do.....           | 450 pounds coffee, at 28 cents .....         | 126 00   |
| Nov. 7           | do.....           | 640 pounds sugar, at 13 cents .....          | 83 20    |
| Nov. 7           | do.....           | 3,000 pounds bacon, at 17 cents .....        | 510 00   |
| Nov. 7           | do.....           | 4,000 pounds flour, at 4 cents .....         | 160 00   |
| Nov. 7           | do.....           | 500 pounds coffee, at 24 cents .....         | 120 00   |
| Nov. 7           | do.....           | 520 pounds sugar, at 14 cents .....          | 70 00    |
| Nov. 7           | do.....           | 1,000 yards prints, at 13 cents .....        | 130 00   |
| Nov. 7           | do.....           | 25 pairs three-point blankets, at \$11 ..... | 275 00   |
| Nov. 7           | do.....           | 25 pairs 2½-point blankets, at \$8 .....     | 200 00   |
| Nov. 7           | do.....           | 35 yards strouding, at \$2.75 .....          | 96 25    |
| Nov. 7           | do.....           | 4,000 pounds beef, at 7 cents .....          | 280 00   |
| Nov. 7           | do.....           | 4,000 pounds bacon, at 15 cents .....        | 600 00   |
| Nov. 7           | do.....           | 10,000 pounds flour, at 3½ cents .....       | 350 00   |
| Nov. 7           | do.....           | 200 pounds soap, at 9 cents .....            | 18 00    |
| Nov. 7           | do.....           | 100 pounds soda, at 11 cents .....           | 11 00    |
| Nov. 7           | do.....           | 500 yards muslin, at 16 cents .....          | 80 00    |
| Nov. 7           | do.....           | 20 pairs 3-point blankets, at \$10.50 .....  | 210 00   |
| Nov. 7           | do.....           | 20 pairs 2½-point blankets, at \$6 .....     | 160 00   |
| Nov. 7           | do.....           | 800 yards prints, at 14 cents .....          | 112 00   |
| Nov. 7           | do.....           | 1 box axes, at \$14 .....                    | 14 00    |
| Nov. 7           | do.....           | 4 dozen butcher-knives, at \$7 .....         | 28 00    |
| Nov. 7           | do.....           | 60 bushels potatoes, at \$1 .....            | 60 00    |
|                  | Total.....        | .....  | 3,978 45 |

We, the undersigned chiefs and councilmen of the Kansas tribe of Indians, in council assembled at the Kansas agency, acknowledge the receipt of the above articles from Mahlon H. Newlin, and that the same were furnished our tribe; and we hereby request Mahlon Stubbs, United States Indian agent for the Kansas tribe of Indians, to pay the amount of said bill out of money in his hands belonging to our tribe.

ALLEGO-WA-HHU, his x mark.  
*Head Chief.*  
 NO-PA-WIA, his x mark.  
 WAH-PA-GU, his x mark.  
 WAH-SHUN-GOH, his x mark.  
 IS-SA-WIA, his x mark.  
 POH-DU-CAGOHLE, his x mark.  
 WAH-HE-BECCAII, his x mark.  
 SUN-PE-CAH-HAH, his x mark.  
 KE-WAL-I-ZIE, his x mark.  
 WM. JOHNSON, his x mark.  
 ABE MONROE, his x mark.  
 JOSEPH JAMES, his x mark.  
*United States Interpreter.*

Done in council this the 20th day of Seventhmonth, 1871, and approved by me.  
 MAHLON STUBBS,  
*United States Indian Agent for Kaw Indians.*

I certify that the above amount is correct and just, and that the articles itemized above have been delivered to the Kansas tribe of Indians in full, and that I have received payment therefor from Mahlon Stubbs, United States Indian agent.  
 MAHLON H. NEWLIN.

I certify on honor that the above account is correct and just, and that I have actually, this 7th day of November, 1872, paid the amount thereof.  
 MAHLON STUBBS,  
*United States Indian Agent.*

| Date of payment. | To whom paid.          | For what paid.                        | Amount. |
|------------------|------------------------|---------------------------------------|---------|
| 1873.            |                        |                                       |         |
| Feb. 7           | T. E. Newlin & Co..... | 1,500 pounds flour, at 3½ cents ..... | \$52 50 |
| Feb. 7           | do .....               | 86 pounds coffee, at 25 cents .....   | 21 50   |
| Feb. 7           | do .....               | 87 pounds sugar, at 12 cents .....    | 10 44   |
|                  | Total .....            |                                       | 84, 44  |

We hereby certify that the above amount is correct and just, and that the articles itemized have been delivered to the Kansas tribe of Indians.

T. E. NEWLIN & CO.

We, the undersigned chief and councilmen of the Kansas tribe of Indians, in council assembled at the Kansas agency, acknowledge the receipt of the above articles from T. E. Newlin & Co., and that the same were furnished our tribe; and we hereby request Mahlon Stubbs, United States Indian agent for the Kansas tribe of Indians, to pay the amount of said bill out of money in his hands belonging to our tribe.

ALLEGAH WAH-HU, his x mark.  
*Head Chief.*  
 NO-PA-WIA, his x mark.  
 WILLIAM JOHNSON, his x mark.  
 IS-SA-WIA, his x mark.  
 ABE MONROE, his x mark.  
 SUN-PACCAH-HAH, his x mark.  
 JOHN LORD, his x mark.  
 CHAGI-IN-KEE, his x mark.  
 EDW. AMES, his x mark.  
 KAH-ZEP-PA, his x mark.  
 ONEEZIE, his x mark.

A. W. STUBBS,  
*United States Interpreter.*

Witness :  
 WILLIAM HUNT.

Done in council this the 7th day of Secondmonth, 1873.

MAHLON STUBBS,  
*United States Indian Agent.*

Received at Kansas Indian agency Secondmonth 7, 1873, of Mahlon Stubbs, United States Indian agent, eighty-four and  $\frac{44}{100}$  dollars, in full of the above account.

T. E. NEWLIN & CO:

I certify on honor that the above account is correct and just, and that I have actually, this 7th day of Secondmonth, 1873, paid the amount thereof.

MAHLON STUBBS,  
*United States Indian Agent.*

A.—Detailed statement showing the disposition of \$6,000, disbursed by Mahlon Stubbs, United States Indian agent, Kansas agency, received on account of right of way through Kansas Indian lands.

| Date of payment. | To whom paid.                                      | For what paid.                               | Amount.     |
|------------------|--|--|-------------|
| 1871.            |  |  |             |
| June 30          | M. K. Newlin.....                                  | 5,000 pounds flour, at 4 cents.....          | \$200 00    |
| 30               | do.....  | 300 pounds coffee, at 30 cents.....          | 90 00       |
| 30               | do.....  | 400 pounds sugar, at 16½ cents.....          | 66 00       |
| 30               | do.....  | 100 yards blue denims, at 20 cents.....      | 20 00       |
| 30               | do.....  | 600 yards prints, at 15 cents.....           | 90 00       |
| 30               | do.....  | 2,000 pounds bacon, at 17 cents.....         | 340 00      |
| 30               | do.....  | 2,500 pounds beef, net, at 8 cents.....      | 200 00      |
| 30               | do.....  | 3 ponies, at \$35, \$42, and \$48.....       | 125 00      |
| 30               | do.....  | 2,000 pounds beef, at 8 cents.....           | 160 00      |
| 30               | do.....  | 1,500 pounds bacon, at 17 cents.....         | 255 00      |
| 30               | do.....  | 40 yards strouding, at \$3.....              | 120 00      |
| 30               | do.....  | 100 yards blue deaims, at 20 cents.....      | 20 00       |
| 30               | do.....  | 6,000 pounds flour, at 4 cents.....          | 240 00      |
| 30               | do.....  | 500 pounds salt, at 3 cents.....             | 15 00       |
| 30               | do.....  | 200 yards domestic gingham, at 25 cents..... | 50 00       |
| 30               | do.....  | 500 yards muslin, at 18 cents.....           | 90 00       |
| 30               | do.....  | 500 yards prints, at 15 cents.....           | 75 00       |
| 30               | do.....  | 1,000 pounds corn-meal, at 2 cents.....      | 20 00       |
| 30               | do.....  | 6,000 pounds flour, at 4 cents.....          | 240 00      |
| 30               | do.....  | 2,600 pounds beef, at 8 cents.....           | 208 00      |
| 30               | do.....  | 1,500 pounds bacon, at 18 cents.....         | 270 00      |
| 30               | do.....  | 2 boxes axes, at \$18.....                   | 36 00       |
| 30               | do.....  | 2 dozen butcher-knives, at \$6.....          | 12 00       |
| 30               | do.....  | 700 yards prints, at 15 cents.....           | 105 00      |
| 30               | do.....  | 70 yards strouding, at \$3.....              | 210 00      |
| 30               | do.....  | 4,000 pounds beef, at 8 cents.....           | 320 00      |
| 30               | do.....  | 2,000 pounds bacon, at 18 cents.....         | 360 00      |
| 30               | do.....  | 6,000 pounds flour, at 4 cents.....          | 240 00      |
| 30               | do.....  | 233 pounds salt, at 3 cents.....             | 7 00        |
| 30               | do.....  | 366½ yards prints, at 15 cents.....          | 55 00       |
| 30               | T. S. Huffaker.....                                | 471 pounds coffee, at 33½ cents.....         | 157 00      |
| 30               | do.....  | 66 blankets, at \$6.....                     | 360 00      |
| 30               | do.....  | 460 pounds sugar, at 20 cents.....           | 92 00       |
| 30               | do.....  | 2,250 pounds beef, at 8 cents.....           | 180 00      |
| 30               | do.....  | 30 sacks flour, at \$5.....                  | 150 00      |
| 30               | do.....  | 50 yards Indian cloth, at \$3.50.....        | 175 00      |
|                  | Total.....   |  | *\$5,353 00 |
| June 30          | T. S. Huffaker, for ponies for the Kansas Indians. | To the following-named parties:              |             |
|                  |  | A. B. Spencer.....                           | 12 00       |
|                  |  | Wah-ti-au-gah.....                           | 61 00       |
|                  |  | Loy-ah.....                                  | 30 00       |
|                  |  | Frank Johnson.....                           | 30 00       |
|                  |  | Tah-yah.....                                 | 20 00       |
|                  |  | Tom Huffaker.....                            | 50 00       |
|                  |  | Cha, gi-in Kee.....                          | 44 00       |
|                  |  | Pah, hu-scab, tin, gah.....                  | 40 00       |
|                  |  | No-poh-wiah.....                             | 60 00       |
|                  |  | Wah, dus, ti.....                            | 70 00       |
|                  |  | Hog, a wiah.....                             | 60 00       |
|                  |  | Wah, ti-au-gi.....                           | 50 00       |
|                  |  | John Kickapoo.....                           | 20 00       |
|                  | Total.....   |  | 547 00      |
|                  | Grand total.....                                   |  | * 5,353 00  |
|                  |  |  | 5,900 00    |

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., February 12, 1876.

DAVID DAY sworn and examined.

By Mr. WILSHIRE:

Question. Please state your age, residence, and occupation.—Answer. I am 50 years of age. My residence is Saint Paul, Minn. I am postmaster there at present.

Q. How long have you resided in Saint Paul?—A. Nearly twenty-seven years.

Q. You were among the early settlers there?—A. Yes, sir.

Q. Have you had any acquaintance with the management of Indian affairs in that State, or any other place near there?—A. When I first went there I had considerable, or soon after I first went there.

Q. State what connection, if any, you have had with Indian affairs in the last six or seven years.—A. It has been of a minor character. I was appointed to appraise some timber on the Fond du Lac reservation once. Speaking from memory, I should say it was while Mr. E. P. Smith was Commissioner of Indian Affairs.

Q. What Indians did those lands belong to?—A. The Chippewas of Lake Superior.

Q. What disposition was made of those timber lands?—A. I don't know of my own knowledge.

Q. Do you know from any other knowledge?—A. I heard that no disposition had been made—that the timber and the land still remained the property of those Indians. That is my information.

Q. What Indians, if any, were removed from your State to any other place?—A. None, sir.

Q. Do you know anything about the removal of any Indians?—A. Not of my own personal knowledge.

Q. Do you know from any other source?—A. Yes; I have heard of Indians being removed from Wisconsin. That was a portion of the Winnebago tribe. I think they were removed to the Winnebago reservation in Nebraska.

Q. State when that was.—A. That is also a matter of record. I cannot state exactly. It was, I think, in the summer of '72 or '73—1873, I should think.

Q. State if you know anything at all in relation to a contract made for their removal.—A. No; I don't know of anything, except from hearsay.

Q. State what you do know, and your means of information.—A. I was speaking with Mr. Smith once, traveling from Chicago to Saint Paul. It must have been in the summer of 1873, and he informed me that Congress had appropriated money to remove some vagrant Winnebagoes that were in Wisconsin, and I think I understood the amount to be \$30,000, and I expressed surprise that Congress appropriated so much, as I thought, for a small purpose.

Q. Go on and state the result of your conversation with him on that subject—all that occurred, as near as you can remember it.—A. He stated that his information led him to believe that it would not be enough, that the Indians would resist, and that force would have to be used. I pooh-poohed the idea of the Indians resisting if they were properly handled, and the conversation was such that I took the ground that Congress had appropriated more money than was really necessary, and he was afraid that it could not be done for what was appropriated, his information leading him to believe that the Indians would resist, and I, to enforce my argument, told him that I would undertake to remove them for less than the appropriation. He did not think it could be done.

Q. You told him that you would undertake to remove them for less than that?—A. Yes, sir; to enforce my argument or my belief in the matter.

Q. Who did remove the Indians? Who had the contract?—A. Afterward I learned that Mr. Wilder or Merriam & Wilder, a firm in St. Paul, who have had a great many contracts.

Q. Do you know what he got for removing them?—A. I do not.

Q. You proposed to take it for less. How much less than the amount of the appropriation did you propose to take it for?—A. I don't think I made a proposition with the view of taking it, because I ascertained in the conversation that the contract was already let; but I enforced my argument by saying that I would do it for half the amount. I was arguing also that Indians, if properly handled, would not resist, and he was afraid they would. It is proper to say, however, that he had the best opportunity to be well informed, because I knew but little about the Indians, only as I had known them twenty years before, when I was doctoring there for them.

Q. You didn't know anything to lead you to believe that there was any danger if they were properly handled?—A. No; I did not; and from my knowledge of the character of the Indians, gained while I was doctoring there, I thought that if their friends were brought to them, they would go peaceably.

Q. Did he leave the impression upon your mind in that conversation, that he would be compelled to let the contract to politicians or to the members of some ring?—A. I think not. He complained, however, that the members of Congress—that is the way he put it, or that is the way I understood it; I would not undertake to give words—we talked generally about the management of Indian affairs, and he complained that members of Congress were interfering too much with the Indian business; but I could not say that he admitted that he was controlled by rings.

Q. Did he not say that politicians would have to control the matter?—A. O, he said that politicians were interfering too much with the Indian affairs; but he expressed it as a regret himself. It was a personal conversation.

Q. In that connection did he impress your mind with the idea that he had to succumb to this political or congressional interference, as he termed it?—A. No; not exactly that idea. From what I had known of him before, he wished to have the control of Indian affairs entirely to himself and his Christian associates, and that was what I understood from him, that they did not have it—that Congress or that politicians were interfering just as they used to do.

Q. Then he did not consider politicians Christian gentlemen?—A. No; he did not seem to.

Q. Do you know Mr. Wilder personally?—A. Yes, sir.

Q. Do you know his politics?—A. Yes, sir; he has always been regarded as a republican.

Q. Has he always acted with the republicans?—A. Yes, sir.

Q. And has for many years been a contractor for Indian supplies, the transporting and removal of Indians, and things of that sort?—A. Yes, sir.

Q. From your knowledge of those Indians which you have just referred to, and of the means of transportation, what could that have been done for and a reasonable profit made upon it?—A. It is difficult to say what it could have been done for. I could give you my opinion, based on my view being correct that the Indians would go peaceably. I thought it might be done for \$20,000, or even less, and a profit made on it; but that was upon the condition that they should go peaceably without running off and hiding in the woods.

Q. Do you know whether there was any resistance on the part of the Indians during their removal?—A. I don't know, sir. My recollection is now, that there were troops sent down there; but that is a matter of record. I cannot be positive, but my memory is that they had to send troops down to Sparta Station, on the railroad there.

Q. Didn't you offer to remove those Indians for a stated sum of money?—A. As I said, I endeavored to enforce my argument by saying that I would do it; but I didn't regard it as making a formal offer, which I would be bound to stand by if accepted. It was in this conversation, quite animated, between the Commissioner and myself, I taking one view and he the other—that they would resist. I would have employed different persons—their old friends that had known them long ago—to have pacified them, if I had to remove them.

Q. How many of those Indians were there?—A. I have no knowledge.

Q. They were not regarded as hostile Indians, were they?—A. Not by myself; but I don't know what the view of the people of Wisconsin was about it. I think Mr. Smith told me that they had petitioned to have them removed; that they were troublesome.

Q. What I mean by hostile is, that they were not regarded as Indians that would be likely to offer resistance to the authorities when a demand was made of them?—A. I did not regard them so.

Q. By what means of transportation were they removed?—A. I think by railway from Sparta to Omaha. That would bring them over the West Wisconsin to Saint Paul, and then over the Saint Paul and Sioux City and its connections to Omaha.

Q. Have you ever had any talk with Mr. Smith about this matter since you have been here this time?—A. No, sir; I met him last night in a car, and told him I had been summoned; but I didn't know what I would be examined on.

Q. Do you know anything about the sale of any pine-lands, anywhere in Minnesota, belonging to the Indian reservation?—A. Yes, sir; I have heard a great deal about that. It has been a subject of legislation and investigation in Minnesota, and of a good deal of newspaper-talk.

Q. State what you know, if anything, in regard to that, either personally or from information, and state the means of your information.—A. My information is, perhaps, from the papers more than from anything else.

Q. What has been the general tenor of that information?—A. Some papers favor the sale, and others oppose it as unwise.

Q. What seemed to be the character of the objections; was it because the lands were sold improperly?—A. It was the timber that was sold; that was one objection that some parties made.

Q. Who were the purchasers of these timber-lands?—A. That is a matter of record, but I understand it was Mr. Wilder. It is the Leech Lake reservation.

Q. Mr. Wilder was the purchaser of them, you understand?—A. Yes, sir; I have seen the contract.

Q. Is not he regarded up there as a sort of a monopolist in all these things?—A. He is regarded as a very energetic business man.

Q. I know, but is he not considered the leading man in these matters; who is always expected to step in and take up everything of that sort?—A. Well, he is a very successful contractor; I mean that he gets, or has got heretofore, a great many contracts. He has a very good reputation as a business man, good credit. During the war, the firm of Merriam & Wilder had a great many contracts for horses, and they have continued as contractors since.

Q. Don't they own a railroad from Saint Paul to Sioux City, over which these Indians were transported?—A. Yes, sir. It should not go down that they own it, but they are largely interested in it. I am told that Mr. Wilder is in the city now.

Q. Isn't he also interested in certain steamboats?—A. Not that I am aware of. That is another corporation.

Q. Were you ever an Indian agent?—A. No, sir.

Q. How long have you been postmaster up there?—A. Since the 1st of July last.

Q. Were you appointed by the President?—Yes, sir.

Q. Have you been confirmed yet by the Senate?—A. Yes, sir; on the 9th of December.

Q. Don't you think those Indians could have been removed for \$15,000, by a judicious

management of them?—A. I thought so at the time, but that depended upon whether they would go quietly.

Q. I asked the question, by a judicious management could not they have been removed for about that sum of money?—A. To answer that question, I would have to find out more about it than I really know; I could only answer qualifiedly; that is, if they had gone quietly it could have been done.

Q. Well, if they had been judiciously managed, they would have gone quietly, would they not?—A. That is what I thought at the time.

Q. Now, what I ask is, what it would have cost to remove those Indians by a judicious course of conduct toward them?—A. I think I have stated that. I think that I could have removed the Indians at a profit, at \$20,000, and I suppose that it would have cost about \$15,000; but I ought to qualify by saying that my knowledge was very meager, based on my former knowledge of them.

Q. Were you not about as well acquainted with them as any man up there?—A. Quite as well acquainted as any man in Minnesota, or in Saint Paul.

Q. Were you not quite as well acquainted with them as Mr. Wilder?—A. O, probably; but there were others in Wisconsin; I think they were in General Rusk's district. When the Indians were removed from Minnesota to Nebraska, some of them came back into that cranberry and deer country; and some had bought land, and refused to go on account of being owners of the land.

Q. Did you ever have anything at all to do with purchasing or furnishing supplies to any Indians in your country?—A. I did go up to vaccinate them, some who were up on the Snake River. There was money appropriated, or allowed, out of the contingent fund for that purpose, and I vaccinated some of the Indians at the request of Mr. Smith.

Q. When was that?—A. That is a matter of record. I presume the voucher that I was paid on, would show.

Q. Was there any correspondence between Mr. Smith and yourself on the subject?—A. No, sir; I think not. He employed me at Saint Paul. He asked me to purchase vaccine matter and go up there and vaccinate them, which I did.

Q. Did they have small-pox among the Indians at that time?—A. They had it near by them, and it was prevalent in the country, and very prevalent in Saint Paul.

Q. You say you don't know what Mr. Wilder had received for removing the Indians?—A. I do not.

Q. How long was he engaged in removing them?—A. Of that, I have no knowledge whatever.

Q. But he did remove them all?—A. So I heard; and I might say that I have vaccinated some Indians at Lake Superior.

Q. Was this conversation with Mr. Smith, to which you refer, while he was Indian Commissioner?—A. Yes, sir; that is my recollection. You see he was in the country there a while as Indian agent, and afterward as Commissioner of Indian Affairs.

Q. Did you not give him to understand that you could and would remove those Indians for a much less sum than was appropriated for that purpose?—A. I think not, because I understood in the conversation, pretty soon, that the contract was already let. He was coming out from Washington at that time.

Q. But did you not, at that time, say to him, that you could and would do it for a good deal less than that?—A. Yes, sir; something like that; but, understand me, I had no idea of taking an Indian contract from him any more than I have from you now; but as we were discussing it, I enforced my idea by saying that I would do it.

Q. You were remonstrating with him against such a large sum of money being used for that purpose?—A. I was trying to demonstrate that they were wasting money—that that appropriation was too much.

Q. How did he seem to take that; did he seem to think that it was not too much?—A. He spoke of his information—that he had been told by persons living in the country that they were dangerous and ugly Indians, and that he did not believe it would be enough. Now, he may have been entirely right in that, and I wrong, because he had better chances to get correct information than I had. It was his business to get it.

Q. I don't know about that. He might have thought he had, and still not have gotten it?—A. Yes, he might have thought he did.

Q. Do you know a man by the name of Bosler?—A. No, sir.

Q. Do you know a man by the name of Clint. Wheeler?—A. No. I do not know him personally.

Q. They were never up in your country, that you know of?—A. No, sir. I have no personal acquaintance with either of them.

Q. What Indian agencies are there west of your place?—A. O, there is the Sisseton agency and the Devil's Lake agency—those Sioux, you know. That is northwest of Saint Paul.

Q. Do you know anything about their management?—A. I do not.

Q. Are they supplied from Saint Paul, or by way of the Missouri?—A. I think they are mainly supplied from Saint Paul.

Q. Who had the contract for supplying those Indians?—A. The agents come there and

purchase, as I understand; except what the Department purchases. Those agencies, I think, are in charge of the Catholics. I know that Devil's Lake is.

Q. You don't know of any resistance being made by those Indians in Wisconsin to their removal?—A. No, sir, I do not.

Q. You didn't hear of any?—A. No; I didn't hear of any resistance by them, but my impression is that troops were sent down there.

Q. I want to know whether there was any reason for their being sent there, or anything that would justify the use of any extraordinary means to accomplish their removal?—A. I don't know anything of that kind, but I don't know the Indians. Saint Paul is quite a distance away.

Q. If a thing of that kind had happened it would be likely to be made known to the public?—A. I think it would be likely to be in the newspapers.

Q. You heard of nothing of the kind?—A. No, sir.

Q. How far were those Indians from Saint Paul?—A. Something like one hundred miles by rail.

Q. They came through Saint Paul on their way to Nebraska?—A. So I understood. They went through on the trains. I did not see them.

Q. Does Mr. Wilder live in Saint Paul?—A. Yes, sir.

Q. What is his business there besides Government contractor?—A. It is with the railroad and in these Government contracts. The headquarters of the Department of Dakota is located there, and he is a bidder on the contracts and a bidder on contracts in Washington here. That is what I know him to be. John L. Merriam is the only partner of his that I know. I think the firm-name is Merriam & Wilder, and the business is done in either name, I think.

Q. When Mr. Smith had this conversation with you, in which he stated that members of Congress and politicians were interfering too much, did he name any particular persons?—A. I don't remember that he did.

Q. Did he name any particular political party to which these members of Congress belonged?—A. No; he did not; he spoke of them as politicians and members of Congress.

Q. Do you know Mr. Smith's politics?—A. O, I suppose he is a republican; but I don't know. I never had a talk with him about politics. I have heard of his history in the Army.

Q. In this conversation, didn't he impress upon your mind the idea that he would let those gentlemen have that contract, no matter what the proposition was?—A. No; he did not; but the idea that I got was that the Secretary of the Interior at that time was controlling—of course as he ought to—or was controlling affairs.

Q. Who was that?—A. I think it was Mr. Delano. That was the idea that I got; but I would not put it down that Mr. Smith said so.

Q. What I want to get at now is the impression made upon your mind as a result of this conversation between you and him. I would like to have you repeat that answer in regard to the Secretary of the Interior, if you understood that he was one of the politicians that were operating to control these matters by the Commissioner. Was that the impression made upon your mind?—A. Mr. Smith had a policy of his own, called the "Christian policy," by which to manage the Indians, and was working under that, and he was explaining that politicians interfered with the Christian policy. The party interfering, as I understood him, were members of Congress and the officers superior to him in his Department; they were interfering with his Christian policy. Mr. Smith wanted members of high standing in the Church to go among the Indians, whether they knew anything about them or not, and he complained that the politicians were influencing matters against him, and said that he was doing the best he could under the circumstances.

Q. How often did you meet Mr. Smith out there at Saint Paul—more than once?—A. O, yes; I met him frequently, sir.

Q. He was there very often?—A. Yes, sir.

Q. Was he not always the guest of Mr. Wilder when he was there?—A. I never knew him to be a guest of Mr. Wilder, except at the time of the investigation of the pine-land business ordered by the Secretary of the Interior.

Q. Was Mr. Smith implicated in that investigation?—A. Yes; I think so. Mr. Wilder was the purchaser of the pine-lands, and Mr. Smith was the Commissioner, when the timber was sold by the Interior Department.

Q. And during that investigation, Mr. Smith was the guest of Mr. Wilder at Saint Paul?—A. Yes, sir; I think so; during the progress of the investigation.

Q. How far were those pine-lands from Saint Paul?—A. From Saint Paul to Leech Lake is about one hundred and fifty miles in a direct line.

Q. Did the committee go to the lands, or did they sit there in Saint Paul and investigate?—A. They sat in Saint Paul, so far as I know.

Q. Who else was interested with Mr. Wilder in that transaction, do you know?—A. I do not; I have heard that Mr. Merriam and others were.

Q. When was the investigation?—A. It was a year ago last winter, I think. That, of course, is a matter of record; it has been printed.

Q. How was the investigating committee raised? By an order of Congress, or by some Department?—A. I think by order of the Secretary of the Interior. That is what I heard.

Q. Do you know who made the investigation?—A. I know the names of some of them. One was James Smith, jr., of Saint Paul; another a gentleman named Jones, from Ohio; and the others I don't remember, although I met them in Saint Paul.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., February 12, 1876.*

R. C. KEARNS sworn and examined.

By Mr. WILSHIRE:

Question. State your age, residence, and occupation.—Answer. I live in San Diego, Cal.; am in the stage business, and was thirty-three years of age last August.

Q. State what you know about any contracts that were made by anybody for the purpose of supplying the Pawnee Indians on their new reservation.—A. Last spring, when I was here, Colonel Roach told me that the President had ordered that the Pawnees should be supplied, and so instructed the Secretary of the Interior, but there was no appropriation for it. I had some surplus funds then, and thought I would look it up. I asked Senator Dorsey, who was the only representative then here from Arkansas, Judge Wilshire having gone home, to go and see whether it was a safe investment, and let me know. He did, and told me that it was perfectly safe, that it had been ordered by the President, and there was no danger. I then made out a proposition and handed it in. I was informed a short time afterward that the Department had decided to send the Board of Peace Commissioners out to Nebraska, Kansas, and Missouri to see about the supplies to be furnished and the parties who would furnish them. I was informed that they would be in Nebraska and Saint Louis, and I made it my business to be in Saint Louis about the time they were there.

Q. State the members of the board.—A. The members of the board were Roberts and Smith. I think the agent was there. I saw them two or three times, and I made a proposition in addition to my other one to furnish a steam saw-mill, farming-utensils, and an engine, and I told them I was prepared to carry out the written proposition I made to the Department, to furnish supplies. They did not accept it, and they did not say they would not; they said nothing about it. They left Saint Louis, and I went home. I was then going to take my family to California. I had packed up and was ready to start when a telegram came to me by mail. It had been sent to Little Rock, to Colonel Wilshire's care. It peremptorily ordered me to have beef at the Pawnee agency at a certain day, and flour at Wichita. My proposition was to deliver flour at Wichita and beef to the agent. I think also that the telegram said that Burgess would meet me to arrange for some other things. I was going to California and did not like to remain, but having made the statement that I would stand by the proposition at any time, I felt some responsibility in the matter, and I went to see Major Lannigan, who is a first-class business man. He was not doing much then, having wound up his business. I asked him to see Roach, and whatever Roach did in the matter I would stand by. I went to Little Rock, and he wrote me that the price I had offered to furnish flour for was barely sufficient to cover the cost of laying it down at Wichita, and the beef question was very much mixed. Cattle was scarce, and when I got to Little Rock I was in a devil of a stew. I thought I had an elephant on my hand. I wrote back to Roach suggesting to get out of it if we could and not violate any faith with the Government, as they seemed to depend upon us. I did not hear much more about it until I got back from California. We have been furnishing the goods right along. Since I have come here I have telegraphed to Mr. Lannigan, who is at the agency, to formally notify the agent that as the Government did not seem to stand by their obligations, to decline to furnish any more goods, as Congress was now together and they could provide the money. Roach wrote me that he was coming on here to Washington to give it up, and the board had promised him to try and find other parties, but they have not done it. We have been carrying it right along, and now we have stopped it.

Q. Do you know anything about the character of the goods that have been furnished—ever see them?—A. No, sir; I have never seen one single thing connected with them. I understand that the goods were first quality. The agent had appointed an inspector, and a subagent received most of the stuff, at least during the first part of the summer.

Q. Do you know of the existence, or have you ever heard in connection with furnishing these supplies to the Pawnees, of any collusion, directly or indirectly, with the parties who let the contract?—A. None whatever. I understand that there were a hundred claims connected with this whole Pawnee affair.

Q. Claims for how much?—A. About \$150,000 altogether. There are over one hundred claims from parties who furnished supplies. For instance, they have been putting up school-houses, new buildings, employed a lot of mechanics from Kansas, and some laborers under a contract that they would furnish them rations, and they would work for their wages. The clothing was furnished by the Philadelphia firm of John Wannamaker & Co. The dry-



goods were furnished by H. B. Clafin & Co., of New York. I have requested Major Lannigan to be summoned. He has carried out the whole thing, and knows all the details.

Q. Did Senator Dorsey have any connection, directly or indirectly, with this contract?—A. None whatever, only to go and see whether it was safe for me to engage in it.

Q. He had no interest in this contract?—A. None whatever.

Q. No interest immediate or *in futuro*, directly or indirectly?—A. None at all.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., February 14, 1876.

ISAAC SHARP, sworn and examined, testified:

I am forty-three years of age. I reside in Council Grove, Kans.; I am a lawyer by profession.

By Mr. WILSHIRE:

Question. How near do you live to the Kaw reservation?—Answer. I live near the center of it—near the center of the twenty miles square, and about a mile and a quarter from the north line of the diminished reserve.

Q. How long have you lived there?—A. I have lived there since the 12th of January, 1862.

Q. You were living there, then, during the years 1869, 1870, and 1871?—A. Yes, sir; I was.

Q. State what you know, if anything, in regard to the disposal of the right of way through that reservation to any railroads, and also of the timber belonging to the Indians, by the Indian agent.—A. I was attorney for the Missouri, Kansas and Texas Railroad Company, (it was the Union Pacific, Southern Branch, at that time,) and was well acquainted with its officers. Mr. R. S. Stevens, the general manager, who was superintending the construction of the road at that time, informed me that he secured the right of way through the diminished Indian reserve from the agent, Mahlan Stubbs, and that it was concurred in by the Secretary of the Interior, Mr. Delano, or by the Indian Department here.

Q. Did you learn what the consideration was to be?—A. I did; I knew at that time, but I cannot recollect the exact figures; my impression now is that it was \$13,000 that was to be paid for the right of way. That is my best recollection now as to what they informed me, and of the entries that I saw in the company's books about 1870 or 1871.

Q. What was the length of that right of way—how many miles?—A. It is about fourteen and a half miles.

Q. You have reference to the Kaw reservation?—A. To the Kansas Indian diminished reserve.

Q. You say you were attorney of the road during that time?—A. Yes, sir; for the right of way, to settle damage cases, and other matters.

Q. State, if you know, anything about the purchase of timber from the railroad company by the agent, or from any other persons by the agent.—A. I know that the company, through Mr. Stevens, and Mr. Levi Parsons, who was then the president of the company, secured, at the same time that they made the contract for the right of way, the right to cut timber on the reserve and make ties. Their contract was that they were to pay to the Indians 10 cents for each tie taken off the reserve—that it was to net the Indians that. They then made contracts with a large number of citizens along the line of the road to put in saw-mills and manufacture ties out of this timber, and they had a great many men chopping and hewing ties.

Q. Have you any knowledge of the number of ties thus obtained?—A. No, sir; it would be simply an approximation.

Q. Do you know anything about what length of the road was tied with those ties?—A. Only as I got it from the general manager, Mr. Stevens, and the tie-inspector. They got ties off that reserve that tied from forty to forty-seven miles of road; I heard that from the general manager and the constructor of the road.

Q. What officers of the company, or what other persons, would know these facts?—A. Mr. Stevens, as the general manager, would; Col. Abe Lyon, who was tie-inspector at the time, would; and the books of the company would show.

Q. With reference to the wood that was cut and taken from this reduced reservation which belonged to the Indians, and furnished to the railroad company, or sold to other persons, have you any knowledge?—A. I know the fact that there was a very large quantity of wood cut. It was the tops and limbs of the trees that were cut down and made into ties. I think the slabs were consumed about the mills, all that were not sold to citizens by the sawyers, but the tops and the limbs of the trees, and the butts, such as would not cut well into ties, were cut up into cord-wood and sold. A great deal was sold to the Missouri, Kansas and Texas Company, whether by the agent or by those contractors I don't know. It was removed from the reservation and was piled alongside of the railroad, perhaps eight or ten

cords deep, for miles along there. Mr. Dunlap could tell you more about that than I. He was right on the reservation at the time, and I believe he had a contract. I could not tell how many cords there were, but at one place in the neighborhood of Rock Creek, I remember it was stretched along for three-fourths of a mile or more, and perhaps four or five cords in width, and also at different other places.

Q. Were you well enough acquainted with the value of timber in that country to fix the value of this timber? If so, state what it was worth.—A. I know what the road was paying for wood delivered at that time. It paid, according to quality, \$3.50 to \$4 a cord, in quantity; they would not contract for less than 25 or 30 cords, I believe.

Q. What was the relative value of it in the tree, and in wood delivered on the railroad? At the prices paid for the wood as delivered, what would you consider the timber worth as it stood?—A. It was always considered in our neighborhood—was at that time, and is now—that the timber was worth one-half for the cutting and hauling.

Q. Then your estimate would be that, if the wood sold for \$3.50 per cord, it would be worth \$1.75 in timber?—A. Yes, sir; and if it sold for \$4 it would be worth \$2 in timber. It was cut on that plan—cutting for one-half.

Q. Do you know whether the company accounted to the person delivering the wood for the whole amount, or did they account to him for one-half, and to the agent of the Indians for the other?—A. That I don't know, except as I was told by Mr. Stevens. He said that they paid the Indian agent, Mr. Stubbs, part of the time, and part of the time the contractor. I believe the matter is not finally settled yet. There is one claim against the company for 2,000 ties; it claims to have paid for them to the agent, and the agent denies it, and Mr. Dunlap claims that they owe it to him; that he paid the agent. He did pay the agent, and held his receipt.

Q. Was there a farm attached to that agency, known as the "Indian farm"?—A. Yes, sir; two of them.

Q. What was the extent of each or both of them?—A. I can only approximate that. The farm attached to the agency proper was known as the agent's farm, and had under fence and cultivation about 150 acres. The farm that was known as the farmer's farm, or the mission farm, I think had just even 200 acres under fence and cultivation.

Q. These farms were under the control of the agent all the time?—A. Yes, sir.

Q. What was done with the products of those farms?—A. I simply know that, from what I have heard said, and what I have seen, the agents got all the products of the farm that belonged to the agency proper. The product of the 200-acre farm, that was under the immediate supervision of the farmer; the farmer got that, and, I believe, divided a portion of it with the school-teacher. That was the mission farm.

Q. Was it the practice of the agent to sell the products of this farm to the Indians, or did he sell to outsiders?—A. I guess he sold them principally to outsiders. I used to see his wagons going up to the mill, and selling grain to the merchants. He may have sold some and got it manufactured. Major Stover, when he was agent, got some wheat manufactured and sold it to the Indians.

Q. Was that the uniform practice of the agents, to appropriate the proceeds of those farms?—A. Yes, sir; so much so that they have got to understand it so, and to talk about it with impunity. I have been living there thirteen or fourteen years, and I thought it was part of the legitimate perquisites of the agency.

Q. How did the agent cultivate this farm? Did he do it with labor employed as part of the agency force, or by free labor, or by labor hired by himself?—A. Well, I guess it was part, or all, labor hired by himself. So far as the agent's farm was concerned, the principal portion of the labor was done by white men, who were hired purposely to work on the farm, and nothing else, except in corn-planting times; then the Indians, or the squaws and children, would help; they would drop corn, and hoe and plant; and when they were plowing they would have ten or fifteen or twenty Indians working; but the agent always paid them for that.

Q. Paid them out of his own funds, or out of the funds of the agency?—A. That I don't know. I know they always told me that Mr. Stubbs paid them.

Q. Well, he always had a force there employed, I suppose?—A. Yes, sir.

Q. What were they doing?—A. They were working on the farm.

Q. On this same farm?—A. Yes, sir.

Q. They were paid by the Government, were they not?—A. I don't know, sir.

Q. They were employés of the agent?—A. Yes, sir; under his control. I said I didn't know. I would like to modify that a little. I had in my mind Major Farnsworth's and Major Stover's administrations. I know nothing about how they paid their employés; but as to Mr. Stubbs, the last agent, the principal portion of his employés were his own sons. One was his interpreter, and another was his private secretary and clerk.

Q. Was there any other member of his family employed as a teacher for the Indians?—A. That I don't know. He had three sons.

Q. Did they labor upon this farm?—A. Yes, sir; they labored some when they were not going to school, as they did in the winter-time.

Q. Please examine this detailed statement of Mr. Stubbs, (furnished the committee by the Interior Department,) and state what you know about the prices charged for items

named in that statement; whether they are too high or too low, or what you know about it.—A. I am not an expert as to the prices of goods.

Q. Well, you have purchased flour and wheat, and some of these leading articles?—A. My recollection is that in 1871 the best brand of flour that was in the market there was sold at about \$3.50. We paid \$7 a barrel for Saint Louis flour, barreled up. It was the finest flour we had there.

Q. Such flour as was usually furnished the Indians was how much?—A. It could be bought at about one-half what the flour was bought for that the citizens there used. The Indian flour was made out of spring-wheat, and the shorts—bran and shorts ground up with it—middlings, and things of that kind, were ground up with the wheat, for Indian flour. It would depend altogether on the quality of flour as to its value. If it was the best quality of flour in the market at that time, it was worth \$3.50 to \$4 a hundred. If it was what was known as Indian flour, it was not worth more than half that amount.

By Mr. TUFTS:

Q. But you don't know anything about what kind of flour it was?—A. I do not, sir; I see the item, beef, charged at 8 cents; I also heard General McMillan's testimony on that point. I have been buying beef for my family in Council Grove ever since 1862, and I never have paid for the best hind quarter of beef that I ever bought to exceed 5 cents a pound, and usually I have got it at 4 or 4½ cents; corn-beef that I would buy in the fall to put up for winter use.

Q. There is an item of salt there; examine that.—A. I see that is marked 3 cents a pound. It may have been worth it in the market at that time, but I have no recollection of salt ever selling for that amount in Council Grove since 1860.

Q. That would be about \$9 a barrel?—A. Yes, sir; that would make about \$9 a barrel; I never heard of salt being retailed in our town, since we have had the railroad, for anything like \$5 a barrel.

Q. Do you know anything about a tribe of Indians known as Pottawatomies?—A. Yes, sir; their reservation is a little north and east.

Q. There has been a good deal said in regard to some Pottawatomie orphan claims, that the money has been fraudulently collected in many instances from the Government, upon representations that those Indians, minors, were dead; if you know anything in regard to that, please state it.—A. I do not, except what I have read in the newspapers at home, and heard in common gossip about the streets.

Q. Do you know the names of any of the parties connected with it in any way?—A. No, sir; I don't recollect them; I know the names of persons who have acted in the capacity of guardians for half-breed and full-blood Pottawatomies, but as to whether they had anything to do with the transactions you speak of, I don't know.

Q. These I understand to have been persons representing themselves as administrators of deceased Indians.—A. There were quite a number that were administrators of the estate and property of Indians; whether they were all the persons I don't know. In Wabaunsee County, Kansas, in my intercourse with the courts there, I have noticed the records of it. I think J. P. Oliver was one, and Mr. James Merritt, from Wamego, in Pottawatomie County, has been acting in that capacity; he has married into the tribe; his wife is a Pottawatomie.

By Mr. TUFTS:

Q. Had you anything to do with the selling or buying of the ties or the wood?—A. No, sir.

Q. All you know about the transaction is what some one else has told you?—A. Yes, sir; that is all, simply as I have stated. I had conversations with Mr. Stubbs on one side, and Mr. Stevens and the railroad magnates upon the other.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., February 14, 1876.

JAMES G. BLUNT sworn and examined.

By Mr. WILSHIRE:

Question. State your age, residence and occupation.—Answer. I am forty nine years old; my residence is Leavenworth, Kans.; my occupation is general business.

Q. How far do you reside from the Kaw reservation in Kansas?—A. From Leavenworth I judge about seventy miles, or perhaps one hundred.

Q. State anything that you know relative to the management of Indian affairs at any of the Indian agencies.—A. Well, I don't think I know anything of my personal knowledge, at any agency, that the committee would wish to inquire about—anything of any importance whatever. I have heard a great deal, as everybody else has, from other parties, and newspapers, &c., the truth of which I am not prepared to verify, as I have no personal knowledge.

Q. Do you know anything about any contracts that were made for beef or other supplies?—A. No, sir; nothing of my own personal knowledge.

Q. Do you know anything about the granting of the right of way through this Kaw reservation to the Missouri, Kansas and Texas road?—A. I know nothing of that, except what I have heard from other parties; nothing personal. I was here at one time, in 1865 and 1866, in the interest of the Missouri, Kansas and Texas Railroad or the Missouri, Fort Scott and Gulf Railroad, to secure the right of way through the Indian Territory, at the same time that the road running through the Kaw lands was being projected, and the parties in their interest were here also negotiating the right of way through the Indian Territory, and we co-operated together for that purpose, but so far as any of their negotiations or transactions connected with the right of way through the Kaw lands, I know nothing except what I heard from other parties.

Q. Do you know anything about the management of Indian affairs in the territory west of Arkansas and south of Kansas, commonly known as the Indian Territory?—A. I don't know what has transpired; I only know this, from my personal knowledge of those Indians, and of their advancement in civilization, having had them under my jurisdiction for two or three years during the war, and occupying their country, that they are capable of taking care of themselves, and managing their affairs, and could do it to much better advantage than the Government has been doing it for them, under the present management of the Indian Bureau. I think they would do better without a guardian.

Q. I will state to you that there have been several bills introduced in Congress looking to the organization of that Territory, one that is a very peculiar form of territorial government, but it is a government nevertheless, and its general features are these: It provides for the appointment of territorial officers by the United States Government, such as governor; a court, marshal, clerk, &c., but places the legislative branch of the government of the Territory in the hands of the several nations of Indians, and recognizes their local national tribunals, subject, however, to such general laws as this council, with the approval of the governor, may make for the government of the Territory. I will ask your opinion from your knowledge of those Indians in the past, and their capacity to manage their affairs under such an administration, whether you think that a government of that kind would be better for them than their present condition?—A. My opinion is that, so far as regards the Cherokees, the Choctaws and Chickasaws, the Creeks and the Seminoles, a form of government similar to that would be much preferable to the present management of their affairs.

Q. From your knowledge of the Indians, don't you think that form of territorial government would be more acceptable to the Indians than the usual form of territorial government?—A. I think it would; and I think that those Indians are entirely capable of managing their local affairs, so far as legislative action is concerned. There are, however, some tribes that have been located among them there of late years—the Osages, for instance, and the Kaws, the Pawnees, and the Modocs—that are not so advanced in civilization as those other tribes, but they are small in number, and, of course, would be provided for in the general legislation that was framed by the others more intelligent.

Q. They are so insignificant in numbers, as compared with those larger nations, that the larger ones absorb and control them?—A. O, entirely; their representation would be small in a legislative body. I have been present on several occasions in their legislative bodies there. At one time I spent four weeks in attendance upon the legislature of the Cherokee Nation, and I think their legislative business was managed with as much ability as in the average of our State legislatures that I have visited.

By Mr. TUFTS:

Q. Would you advise a territorial government there unless the Indians themselves favored it?—A. Well, I should not think it would be policy to force it upon them against the wishes of a large majority of those Indians. My opinion is, however, from my association with those Indians and knowledge of them, that a majority of them to-day really favor a territorial government. A great many of them have talked with me in the last few years strongly in favor of it, who dislike to avow any advocacy of it there among the Indians, for fear of the full-bloods, who are very hostile to that movement, and they feel that they are in personal danger for advocating it; hence they are supposed to be opposed to it, when really they are in favor of it.

By Mr. WILSHIRE:

Q. But you think that a territorial government organized upon a basis that allowed the Indians to regulate their own domestic concerns would be pretty generally acceptable?—A. I think it would.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., February 18, 1876.*

ANSON DART sworn and examined.

By Mr. WILSHIRE:

Question. State your age, residence, and occupation.—Answer. I am sixty-five years of age; I reside at 338 E street southwest, Washington City; I was formerly superintendent of Indian affairs in Oregon.

Q. How long have you resided in this city?—A. I have been here for the last six years.

Q. Are you a practicing physician here?—A. No; I am not. I get my title of "doctor" mainly from having been a druggist a good many years in New York City. Still, I have read medicine, and, perhaps, know as much about it as some who do practice.

Q. Have you ever been the inventor of any patent medicines?—A. Yes; I was the discoverer of the article called "Sanitary Specific," which was patented November 15, 1864.

Q. State the character of the invention.—A. It is a preventive to contracting syphilis or gonorrhoea. It is an infallible prevention. I suppose that out of a thousand trials it has never failed. It was tested some years at the Government hospital here.

Q. Have you ever made any contract with any officer connected with the Indian Department for the supply of that medicine?—A. I made a contract and sold it to the late Commissioner of Indian Affairs, Edward P. Smith.

Q. How much of that medicine did you contract with Mr. Smith to furnish for the Indians?—A. Five thousand bottles, at a dollar a bottle. It was put up according to orders, delivered, approved, and accepted.

Q. Go on and detail all that transpired in regard to that sale between you and any officer of the Department.—A. Some years before I made this sale to the Commissioner of Indian Affairs, I had had considerable talk on the subject with Mr. Delano, the Secretary of the Interior, and he had told me at that time that he was anxious that the article should be sent out among the Indians, to protect them as far as could be. He said, however, that the order for it must emanate from the Commissioner of Indian Affairs. I then said, "You know very well that Mr. Walker [who was then Commissioner] is opposed to making the order. I want you to overrule him." Said he, "I am in favor of it; it ought to be sent out;" but he said that he did not like to overrule the Commissioner, but he wished I would write to him a letter asking for Walker's removal from office. I did write a letter (I suppose it is on file) asking for Walker's removal, and I based it on the fact that I did not believe this humane policy of the President, in regard to Indians, could be carried out, so opposed to the welfare of the Indians as Walker was. Walker said that if the Indians got into trouble by disorders of that kind, they might die. I wrote the letter and handed it to the chief clerk, John Delano, and in less than two weeks from that time Walker was removed, and the office was vacant, except that Mr. H. H. Clum acted as Commissioner, I think, about a year. I went to him once or twice after Walker went out, but he said it was a matter he did not like to take the responsibility of himself; that there would be a Commissioner soon. There was an understanding with Dr. Bliss and John Delano, the Secretary's son, who was acting as chief clerk, that an order should be given for 10,000 vials, but as I wanted to get some paper, I took Colonel McKee to Bliss's office. He asked Bliss if that order was agreed upon and would certainly be given. Dr. Bliss and young Delano were to be interested in the order. As it was the first order from the Government, I had agreed to divide the proceeds of the article with Bliss. He said that Delano was with him, although I had very little talk with Delano on the subject. Colonel McKee asked Bliss if it was certain that that order had been given. Bliss said it was. McKee then said, "Do you know that Mr. Delano is in favor of its being given?" Said he, "I do know that it is agreed upon."

Q. Was John Delano present at that conversation?—A. I think not. Dr. Bliss said, "John and I are in the arrangement, but the father is satisfied, and has agreed that the order shall be given." But it was not given. As Clum would not make the order, Bliss afterward said to me, "I shall have to give this matter up. I cannot spend time about it, and I wish you would get somebody else to take charge of it." I think that about a year transpired before Commissioner Smith came in. I went to Smith myself a few days after he came into office, and as he had been an agent off in Minnesota, I think he said that he knew the necessity of this article going among the Indians, and that it ought to go. I wanted him to give me an order for 10,000 bottles. He said that, as a beginning, he thought he ought not to do that; he thought he would give me an order for 5,000. I told him that I would take that, and he called Mr. Clum into his office and said, "Mr. Clum, make this order out; I have got to go to New York to-day, but do you make out the order." Clum asked me what the name of the article was, and I told him, and he said he would have the order made. That day or the next, I forget which, he gave me an order, and the medicine was put up according to order and delivered within the time. After it was delivered I called Commissioner Smith's attention to it, and he went down and opened several cases, and said that it was entirely satisfactory, and that it should be sent out. There was a gentleman in the office who had found out in some way that John Delano had nothing to do with that order. This person's name is Curtis. He is a doctor, and is the physician connected with the Interior Department; but he is like the fifth wheel of a wagon, very useless, I should think. He took a stand that the article ought not to have been ordered. But before they would issue a requisition to pay for it Delano demanded that the purchase should be referred to the peace commissioners, and that their approval should be got as to the necessity of it and all that. I went over to the office of the peace commissioners, on Ninth street, and they approved of the purchase and the necessity of it. Then the requisition was issued, but I think that even up to that time Secretary Delano himself was not aware that Dr. Bliss and his son John had nothing to do with the order. They set apart an item of \$5,000, which had been appropriated for some other purpose—vaccination, I think—and when this requi-

tion went up to the Second Comptroller's Office the clerk in charge of it disapproved of its being paid out of that fund. I went back, and Commissioner Smith came up and he, with this Second Auditor's clerk, agreed upon the fund from which it should be paid. The papers were made out accordingly and went up to the Second Auditor's Office. After some unreasonable delay in the payment, I called up to inquire why the thing was not acted upon, and the Auditor said he had to let the thing rest till Secretary Delano came back from Mount Vernon, Ohio, where he had gone to make a visit. I then communicated with Mr. Middleton, the banker, up near Fifteenth street, who had advanced me money in order to enable me to put up the order, (some \$3,000,) and he therefore felt an interest in the payment. I told him that the thing seemed to be stopped for some cause with the Second Auditor, and he said he would go and attend to it; that he would go down and see Delano. He came back and told me that some money had got to be paid before the thing could be started again; that they would not issue the warrant until some money was paid. I asked him how much? He said \$300 had got to be paid. I said, "to whom?" Said he, "I cannot tell you." I said I would like to know to whom; the thing had been already settled and the medicine delivered according to contract, and accepted, and the requisition been once issued. The first was not satisfactory, but I did not know why money should be paid. "Well," said he, "We have got either to pay \$300 or wait till Congress sits, before we get the money, and I am rather disposed to pay that than to wait. You will only have to pay \$125 for your part of it, and the rest we pay." "Well," said I, "If that is the only way to get our money, I will leave it with you;" and the next day, I think, we got our money. I made this matter known to Dr. Brodhead, the Second Comptroller, and he was very anxious to know whether the money had been paid to anybody in the Treasury Department, and he sent for Mr. Middleton. Middleton was unwilling to tell him to whom it was paid, but said it was to no one in the Treasury Department, but that it was paid in the Interior Department, and that was all that he would say; and from that day to this I never have known to whom that \$300 was paid. But we got our money the next day, I think.

Q. Mr. Middleton told you that it was necessary for you and him together to pay \$300 in order to get that account passed and paid?—A. Yes.

Q. And he also told you that it was paid to some one in the Interior Department?—A. Yes. I always supposed it had to be paid to John Delano, but that is only a supposition.

Q. Was this money paid by Middleton?—A. Yes, and deducted from the amount.

Q. How long is it since you delivered this medicine?—A. I think it was delivered two years ago last May. It was to have been delivered on or about the 15th of June, but it was delivered before the time had expired.

Q. You say that the medicine has never yet been sent?—A. So I am informed. I understand that it is there yet, with the exception of what the Indian Department has taken out for their own use.

Q. Do you think that the medicine is efficacious and that it is a good remedy even for officers of the Interior Department?—A. I should not wonder at all. I assured this same Dr. Curtis that I had exhibited a dozen certificates, I suppose, that were as strong certificates as were ever made in regard to any medicine, but still these were all suppressed. I have sent there to get them, or a copy of them, but they could not find them.

Q. You said that they were to pay you a dollar a bottle?—A. Yes.

Q. Did you receive that sum for the number of bottles you delivered?—A. Precisely that sum, less the \$300.

Q. Was there not an understanding between you and the Commissioner that, in the event of his taking a certain number of bottles more than that, they should have them at a good deal less price?—A. There was never anything said on that subject. I wanted him to take 10,000 at that time, but he thought that as a beginning 5,000 would answer. But previously, with Delano, when Bliss was negotiating, they even talked as high as 20,000, and then they finally settled on 10,000.

Q. Did not the account pass the office of the Secretary of the Interior twice before it was finally paid?—A. Yes.

Q. It passed once, and then another time it was refused?—A. No; there was no refusal except as to the change of the fund out of which it was to be paid; the fund being disapproved by the Second Auditor's Office, they were obliged to fix upon another fund from which to pay it, and therefore they had to change the papers. There was a hesitation in the first place until the consent of the peace commissioners was obtained as to the purchase and the necessity of it. They approved of it at once without any hesitation. I think the papers went in one day and returned the next.

Q. Whom do you mean by the peace commissioners?—A. I think the chairman of the peace commissioners was Mr. Brunot. There were six or seven commissioners, who were to act without pay, being gentlemen of wealth and leisure. They were to have a supervision of all accounts and everything connected with the Indian Bureau. Every account had to be submitted to them before it was paid. The same thing exists yet, but there is a new set of commissioners. Their office was on Ninth street, right opposite the Patent-Office.

Q. Do I understand you to give it as your opinion that if that medicine, which you

sold to the Indian Bureau, had been sent out and distributed among the Indians it would have been of service?—A. It would have saved the lives of every one who used it, who was at the same time clear from the disorder known as syphilis or gonorrhoea. Every one who used it and continued to use it when exposed, would have escaped the contagion. He never could have caught it. One vial of it would protect an Indian for a year I should think, in ordinary use.

Q. Do you consider it only as a preventive?—A. Only as a preventive, not as a curative. Indians will take preventives much more than they will curatives; they have not as much faith in curatives as they have in preventives. I had charge of a good many Indians for years on the Pacific side, and I saw the horrors of those disorders there, by which whole tribes were swept off. There was one tribe at the mouth of the Columbia River, in Oregon, numbering about 330 Indians, and a year from the time I knew them they had all died but 30. A hundred Indians die from this disease where one dies from small-pox.

Q. Do you know of any reason other than that you have already stated for not sending the medicine?—A. No, sir; I am well satisfied that there has been no ostensible cause for not sending it. It is a kind of vindictive spirit to gratify somebody; who it is I don't know, unless it be Dr. Curtis. I think that he acted, however, in the first place, under the directions of Delano.

Q. You think that Mr. Delano finally became opposed to its being sent out?—A. I think he was dissatisfied because there was no money in it, and he did not care to have any new order in which there was no money, and in this transaction there was only \$300 of money out of \$5,000 of purchase.

By Mr. TUFTS:

Q. You say that you have been among the Indians?—A. Yes; I had charge of all the Indians in Oregon, Washington Territory, Idaho, and part of Minnesota.

Q. How long were you among them?—A. Three years.

Q. You think that this medicine is a necessity?—A. It is indispensable. It is the only salvation for the Indians, especially on the Pacific coast.

Q. You think that it would be a good investment for the Government?—A. I do, decidedly.

Q. Do you know of your own knowledge that John Delano was interested directly or indirectly?—A. I do not; I simply know that Dr. Bliss said that he was.

Q. Do you know whether Secretary Delano was interested directly or indirectly?—A. I cannot say any further than that he told me he was in favor of the article being sent out.

Q. He had no pecuniary interest in it?—A. No; I am sure he had not in this last order.

Q. In any order?—A. I do not know that he had the slightest interest in the world.

Q. Do you know that this \$300 ever left Mr. Middleton's hands?—A. I know nothing further than his own statement.

Q. You paid you share of it?—A. Yes.

Q. But you do not know that it ever left his hands?—A. Certainly not.

By Mr. WILSHIRE:

Q. You do know that Middleton told you that the money was to be paid to some one in the Interior Department?—A. Yes.

Q. He would not tell you to whom?—A. He would not tell to whom.

Q. In what capacity were you employed in the Indian country?—A. As superintendent of Indian affairs.

Q. For how long?—A. From 1850 to 1853. I was the first superintendent who went on the Pacific coast.

Q. Were you there with Mr. McKee?—A. Yes; he was treaty commissioner of California at the same time. I knew him at that time, and have known him ever since.

Q. Do you know any other matter in regard to those Indian transactions of a character similar to the one you have just detailed?—A. I do not recollect any just now.

Q. Have you stated all that transpired in connection with this sale made by you to the Indian Commissioner?—A. There are some details that I omitted. I called on Commissioner Smith to get copies of papers, and especially a copy of the order given me, but he refused to give them to me, and said he would not give me any copies of papers.

Q. What reason did he assign?—A. None whatever.

Q. When was that?—A. Just before he went out of office.

Mr. WILSHIRE. Make a list of such papers as you applied for and give it to the committee

WASHINGTON, D. C., February 18, 1876.

J. P. C. SHANKS, being sworn, made the following statement in reference to the testimony of George W. Ingalls:

The first item that I find calling my attention in this testimony of Mr. Ingalls, is the

statement that I met him in the Interior Department and told him that I had just received my appointment as special commissioner to go to the Indian Territory, and that I accepted it for the purpose of going to the Indian Territory that I might make an arrangement for an employment by the five civilized tribes to become their attorney, to act for them in the city of Washington; that I also said that the appointment of Indian commissioner was beneath my position, &c. So far as the dignity is concerned, I never felt that way. Any work that I do is probably dignified enough if well done. My answer is that I do not recall any such statement as that. As to the statement about my going to the Indian Territory for that purpose, it is not correct. The fact of my being spoken of as attorney for those tribes arose in this way; Mr. Ingalls himself came to me and laid the matter before me, not, however, in the Interior Department, but at my rooms, on New Jersey avenue, some time prior to that, just after the expiration of last Congress. It was on the 22d of March that my appointment as commissioner was made. He said to me that he was the agent out there of the civilized tribes, Chickasaws, Choctaws, Seminoles, and Creeks, and that my experience and the confidence which the Indians had in me would enable me to do a great deal of good for them; and he said, further, that I could render him a good deal of service. He was the first one who suggested the subject to me, and he suggested it frequently and in very active terms and, I believe, in good faith. There was a conversation between him and me in the Interior Department and elsewhere on various matters connected with Indians and the Indian Territory. I had been notified by the Commissioner and Secretary that I was to have an appointment in connection with the Indians, although I did not know fully what it was. But the conversation which Mr. Ingalls refers to was not the one at the library. That conversation was at my rooms. The one he speaks of in the library was on this subject. For some reason, I do not know what, the Secretary of the Interior was not disposed to leave to Mr. Ingalls the decision of the question as to whether the Chickasaws should receive the \$100,000 of their own money which was appropriated by act of March, 1875, on condition that the Secretary thought they would need it to take them through last winter, and he asked me if I would ascertain, in the Chickasaw country, whether it was proper to distribute that money or not; and secondly, whether I would take the money to them. The first I agreed to do, but the latter I declined to do. He also wished me to determine the character of the Seminole debts, by act of March, 1875, and to recommend payment of such as my judgment dictated. That I agreed to do. He wanted to send that money, \$20,000, with me, but I declined to take it. The conversation I had there with Mr. Ingalls was my saying to Mr. Ingalls that I had declined taking that money. Ingalls seemed very much hurt that he had not been trusted with these entire matters, but I had no right to explain to him and of course I did not. That was the conversation which I had with him, and not upon this other subject.

As to the fact that I was willing to become the attorney for the Indians, it is true, and I so informed the Indian Department, but it was Ingalls who first brought the matter before my mind himself, and urged it upon me. I was willing to become their attorney, because I think they need somebody to take an active interest in them.

Mr. WILSHIRE. I understand you to say that it is not true that you said you accepted the position of commissioner for the purpose of becoming an attorney or taking a contract from those Indians.

Mr. SHANKS. Not in the least.

Mr. WILSHIRE. At the time you received your appointment as special agent, did you ask it yourself, or were you requested by the Indian Bureau to do this work, which, by an act of Congress, was put upon the Secretary of the Interior?

Mr. SHANKS. It was entirely the Secretary's suggestion, not mine.

There is a statement also made in reference to the Adair claim. It is stated by Mr. Ingalls that I expressed my desire that that should be paid. It is a claim which Adair held as an attorney for services for the Osage Indians in regard to the treaty made with one Sturgis, by which they were to sell lands to Sturgis, but the treaty was not confirmed. To that statement of Mr. Ingalls, I swear that I have nothing whatever to do with that claim of Adair's, in any shape or form, nor with any other Indian claim. I never was employed by an Indian. The only employment I ever had in connection with them was by the Government.

Mr. PAGE. Did you ever receive any fee, directly or indirectly, to secure a claim on the part of Indians against the Government?

Mr. SHANKS. Not a farthing. I never had anything to do with any such thing. So far as this claim of Adair's is concerned, Mr. Ingalls ought to have told you that he himself was advocating that claim, and that he went to New York to see Mr. Fisk in regard to that claim; but I do not attribute any dishonor to him in connection with it at all.

Mr. VAN VORHES. Did he make a statement about your being connected with this claim of the Seminoles?

Mr. TUFTS. Mr. Ingalls states that you refused to pay a part of them, and that you advised the Indians not to pay them. State to the committee your reasons.

Mr. SHANKS. That \$20,000, appropriated by Congress for the payment of the Seminoles' debts, was what I spoke of a moment ago. Under my instructions I was to go to the Seminole Nation and ascertain the character of those debts, and to direct payments such as my judgment should dictate. My instructions also were that I should make that \$20,000, if possible, cover all their debts, and the Secretary was very anxious that that should be done.



Mr. WILSHIRE. Was this instruction in writing?

Mr. SHANKS. Yes.

Mr. PAGE. I have them here. I offered them the other day to be read.

Mr. SHANKS. I notice that Mr. Ingalls states that I was there as a witness to his payment of that \$20,000. I do not know how he comes to forget what I was there for. I read to him my instructions, which told him what I was there for. I read to him my instructions, which told him what I was there for, and I present here to the committee a copy of the settlements in payment of those debts, [exhibiting it to the committee.] I drew this form, showing the whole character of the Seminole claims, and I would like to have it incorporated in my testimony. This was my purpose then, and that is what I did.

(Mr. Shanks here exhibited to the committee a long table, showing the amount of debts of the Seminole Indians reported to him, with the names of the creditors, the character of the liability, &c.)

Mr. WILSHIRE. Did Ingalls distribute that along with you?

Mr. SHANKS. He distributed it, and this is a copy, made out by his own clerk, of the payments made. There were five persons—Mr. Johnson, the interpreter; Chupco, the chief; John Jumpoo, a former chief; James Factor, and another, who had large claims, which, when added to the legitimate and small claims of the Indians, made the amount more than \$20,000. I asked them what their claim was for, and was told it was for expenses incurred here in Washington. When I traced it further I found that after they had been here as delegates, after an act had passed directing the amount and character of their payment, they had gone home and represented their service here as being so very valuable to the nation that they had secured an additional allowance of some \$500 each, and some more than that. I asked them to abate that and strike it out, inasmuch as they had come here as delegates for a fixed amount; that they ought to accept that, and that then the nation would be out of debt. They refused to do it, but their debts were made payable in the future, and I got them to abate the interest. But they would not abate any of the principal. I was urging the thing very strongly, and I thought that Mr. Ingalls was in sympathy with me, but I see from his testimony that he was not.

Mr. WILSHIRE. Let me call your attention to the statement of Mr. Ingalls that you made some remarks to the Indians which were calculated to offend them.

(Mr. PAGE read from Mr. Ingalls's testimony a paragraph on that subject.)

Mr. SHANKS. That is the very thing I am talking of. I was speaking of the claims of these five men, and the reason why I wanted them to abate their claims, so as to bring the total amount down to \$20,000 to pay the debts, and that the nation might be free from all debt. I was anxious about that, because these claims, which raised the debt above \$20,000, were claims which they had caused to be voted to them after they had gone home, and I thought it just that they should not collect them. It was that which we were talking about to the chiefs, and I did tell them very plainly what I thought about it. But it is not true that I made any trouble, for I had called these persons into the room, where I talked very squarely to them about it.

Now as to our being called upon to address anybody after that payment, it is not so. In ten minutes after the payment I was on my horse with a lot of wild Cheyennes going to the Cheyenne agency. But this did take place before Mr. Ingalls paid the \$20,000 per capita. Mr. Ingalls made a speech. I think it was wholly voluntary on his part. I did not hear any one call upon him to make it, but he made a very pleasant little speech, giving them some very good advice. After he was through talking to them he asked me to speak to them, and I just said as nearly nothing as I knew how. I do assure you that there was no question of "white man" mentioned by either of us; not at all. I have no recollection of it, and it could not have been the case, because there was no necessity for it, and nothing to call it out. While I am on that "white man" question, let me say this: Mr. Ingalls charges also in his testimony, that afterward at Tishomingo, the capital of the Chickasaw Nation, I made a speech in which I used language that called one of the men up to defend his brother-in-law, a white man. That speech at Tishomingo was made on the 22d or 23d of April, when Mr. Ingalls was not there at all. He was in Washington, or at least he had not reached there from Washington. He never heard me make a speech in the Indian Territory, except that one in the Seminole country, where I followed him, and the one made at the fair, subsequently, on the 13th of August. So Mr. Ingalls could not have known anything personally of what I said at Tishomingo. That meeting was called by the governor, members of the council, and a number of citizens there, for the purpose of informing me whether they did or did not need the distribution of the \$100,000 appropriated by act of Congress. That was the subject, and they did all the talking. I was not there to speak at all. After they were through, and when I was satisfied that the money ought to be distributed, I said to them, "I have heard from the representatives of the people and I am satisfied that the money ought to be distributed, and I will so recommend." That was the end of my speech. Some man in the audience then said, "I wish to ask you a question." I waited a moment till he asked it. He said, "It relates to citizenship in this Territory." The question put was this: Suppose a white woman marries an Indian man, that makes her an Indian, under our laws. About that there is no question. But suppose that Indian dies, and that white woman marries a white man, the question is, Is this white man a citizen because

he marries a white woman who had once married an Indian? To that I said, no. The reason of the law is good; that the woman who marries an Indian shall become an Indian; but that a white man who marries her afterward should come in and become an Indian there is no reason for. I was about taking my seat when somebody shouted out, Macpherson. I had supposed that it was a hypothetical case, but it turned out that it was the case of one Macpherson, the editor of a paper published at Caddo. I did not know when I made the answer that it referred to any person. But the statement of Mr. Ingalls that some man got up and defended his brother-in-law is new to me. That is the reason why Macpherson is bitter against me since that day.

Mr. Ingalls also says that Macpherson was dissatisfied with me because I spoke harshly of his wife. I never speak disrespectfully of any man's wife. I do not know any man's bad wife, and I do not talk about any man's good wife. I never saw this woman and know nothing about her.

Mr. PAGE. I want to call your attention to that item in Ingalls's testimony in regard to the claim of Roberts, and the rejection of Reynolds.

Mr. SHANKS. At that same Seminole payment, there was a claim filed by Geo. A. Reynolds, for services which he said he rendered in procuring the passage of the law by which \$20,000 was appropriated to be paid to Seminoles per capita, and \$20,000 to be paid on their debts. I said that that was not a just claim, and that seemed to breed some ill feeling among them. I stated to these men that when the case was brought up before the Committee on Indian Affairs, it was brought up by Ingalls and Jumper himself, with this man R. P. Roberts acting as secretary for the Seminole delegation, and by the delegation. The claim was that the Government of the United States had sold 200,000 acres of land to the Seminoles for 50 cents an acre, which it had bought from the Creeks at 30 cents, and the claim was, to return that 20 cents an acre, to the amount of \$40,000. They came before the Committee on Indian Affairs, and there was a full meeting, at which Mr. Rainey and Mr. Harris, now members of the House, were present as members of the committee. The chairman of the committee, Mr. Avery, asked Jumper whether they had any attorney employed. Jumper replied that they had not. He was questioned strictly upon that, and was informed that the claim would not be allowed to go to an attorney. The question was put squarely to him whether the money would go to the Indians if allowed. He stated that it would. Jumper, however, informed the committee that Roberts, who was present, was employed by them as secretary, at a fixed amount, (\$300.) The committee appointed a subcommittee consisting of Mr. Harris, myself, and a member from New York, Mr. Lawson, and we draughted a bill for the payment of this money, which the committee directed to introduce. The committee subsequently gave no other directions, as the bill was not likely to be called up, and the committee authorized us to introduce it as an amendment to some other bill. I afterward introduced it as an amendment to an appropriation bill, and it was adopted. During all that time that we had the matter in charge, I never saw or heard of Mr. Reynolds, nor did I ever see him, that I recollect, till I met him in the Indian Territory, and then I found he had a claim for \$7,000, \$1,000 of which he had got through the Seminole council. I refused to pay the claim, and I have reported the fact to the Department. According to their statement there would be something due to Mr. Roberts, but I did not pay either of them, and I so stated in my report. I notice that Mr. Ingalls in his testimony states that this money squares the debts of this Seminole people. It did not by more than \$1,900, as shown by Mr. Ingalls's own report, and these five claims are still among those that are unpaid. Mr. Ingalls says that I promised to do what I could to get Adair's claim paid. That is not true; I had nothing to do with it one way or the other.

Mr. WILSHIRE. What was that claim of Adair's?

Mr. SHANKS. It was a claim for services rendered to the Osage Nation. I never had anything to do with it one way or another. It is a fact that Ingalls and I had some conversation on the subject of employment out in the Territory, but it had no other significance than what I have stated, and had no reference at all to my commission as special commissioner.

Mr. VAN VORHES. Is Adair still prosecuting that claim?

Mr. SHANKS. I presume so.

There is a matter in connection with the establishment of a newspaper in the Indian Territory, as to which Mr. Ingalls testified, and which I would like to explain. Mr. Ingalls had taken possession of a piece of ground in Muskogee, belonging to the Creeks, on which, he states here, that he had permitted some parties to erect a building, which they rented to the Government. I supposed that it was a Government building. At all events he held the ground as agent, and he permitted some other parties, Boudinot and Harris and others, to erect a building upon it, and to start a newspaper called the "Indian Progress." Some of the Indians protested, claiming that, under treaties with the United States, lands held by the Government should revert to the Indians when the Government ceased to use it. Their chief, Chicota, protested in writing. I see that Mr. Ingalls does not refer to that. But there is a letter of protest by the chief of the Creek Nation in Agent Ingalls's office. I spoke to Mr. Ingalls's chief clerk, E. R. Roberts, about the matter, and told him that it should not be done; that it was not proper to permit other parties to come in and take possession of Creek lands held by Mr. Ingalls as agent. Mr. Roberts said that they were not

taking any interest in it; but still it was within 12 feet of the office, and on ground held and governed by Ingalls as agent, and I suppose Mr. Ingalls knew something about it; that was the amount of my interference. I never spoke to any Creek on the subject, or to any officer of the Creek government, until after the act of incorporation was passed by the Creek council. I purposely avoided doing so, because I knew it was a matter of contention. I wish to state that, and that I had nothing to do with it. The Creeks, however, passed a bill and organized a paper of their own. I see that Mr. Ingalls complains about my having something to do with that, which I have not. I was not at the council at the time the bill passed, or at the time the bill in reference to the Boudinot matter was passed, and I have no interest in it. I reached the council shortly afterward, my purpose being to purchase 175,000 acres of land for the Seminoles. I had no business whatever with them on any other subject.

To the charge that I had endeavored to cause disturbance between white people and Indians, I state that that is not true at all. There are some very bad white men in the Territory, and I have asked that they be removed from there, and I think that they ought to be; but I have not caused any disturbance between them at all. I think that there are some white men there who are doing the Indians real good. I do not know why Mr. Ingalls took that course. I think that one of the serious troubles there is that too many white men go there for the purpose of making homes. They get homes easier among the Indians than by working for them. If a white man marries an Indian woman, according to the Indian law he becomes an owner. It is not that his wife simply owns, but that he owns an interest himself in the whole property of the nation. He acquires what they call a "head-right," and becomes in fact an Indian. A good many white men, I think, get homes quicker in that way than they could by working for them.

Mr. WILSHIRE. In reference to the necessity for the appointment of commissioners like yourself, or any commissioner, to go out there to discharge duties that devolved upon you, by reason of your appointment, could the business have been done through the regular agents?

Mr. SHANKS. I suppose it could.

Mr. WILSHIRE. It certainly could be done through the regular agents if the agents were good and competent men.

Mr. SHANKS. Yes, I do not see why it could not. The business I had to transact there was in four agencies.

Mr. WILSHIRE. How large a sum of money was disbursed under your supervision and inspection?

Mr. SHANKS. None, except the pay to the Seminoles. My work was of a kind which the Secretary thought that the friendship which the Indians had for me would enable me to do better than others. My business was to try and settle difficulties between the Indians and colored people in the Choctaw and Chickasaw country, and to attend to those disbursements to the Seminoles, and to the disbursements of the Chickasaw funds, and to determine what persons, 3,000 in number, should be removed from the Kiowa, Comanche, Arapahoe, and Cheyenne tribes into the northeast part of the Territory. I was also to determine a matter in regard to the Pottawatomie expenditures. That business, however, I was not able to attend to. There was quite an amount of business.

Mr. WILSHIRE. How much of that Chickasaw fund was distributed while you were there?

Mr. SHANKS. None; it was sent to their treasurer, in bulk, through the subtreasury at Saint Louis.

Mr. PAGE. The appropriation bill contained a requirement to disburse this money to improve the status of these colored people among the Chickasaws and Choctaws, to negotiate for the purchase of lands, to examine in regard to the removal of these wild tribes of Indians to a reservation?

Mr. SHANKS. Yes; not exceeding 3,000, to be taken from four tribes.

Mr. PAGE. Were not these additional burdens that were placed on the Secretary of the Interior? I mean, were they not in addition to the ordinary transactions of Indian affairs?

Mr. SHANKS. The negro question in the Chickasaw and Choctaw country arose under the treaty of 1866, and is a very vexed question. There were conditions in the treaty which have expired. The proposition was to make the negroes and their descendants, who had been formerly slaves in these tribes, citizens of the tribes, and in full ownership. Up to this time that has not been accomplished. It is an extra matter in that sense, I suppose, and it has been a very troublesome one. The purchase of the 175,000 acres from the Creeks for the Seminoles was by special act of March, 1873, and the disbursing of the \$100,000 to the Chickasaws was by special act in the appropriation bill of last winter. The matter of the \$40,000 payments to the Seminoles was by special act of last winter, and the matter of the removal of the 3,000 captive Indians from these four tribes, the Kiowas, Arapahoes, Comanches, and Cheyennes, was by special act last winter.

Mr. PAGE. You were also negotiating for the sale of bonds?

Mr. SHANKS. No, sir; that was the Choctaw matter which did not come up. That was the only matter of my instructions which I did not reach. They are all matters of special legislation, outside of the routine of Indian duty.

Mr. PAGE. I want to ask you whether, with the additional responsibility placed by these

acts on the Secretary of the Interior, it was not important for him to have somebody in whom he had perfect confidence to carry them out, and to be responsible for the enforcement of these acts of Congress.

Mr. SHANKS. He thought so and said so, and said that he wanted some one whom he knew and in whom the Indians had confidence.

Mr. PAGE. Does the Secretary of the Interior appoint Indian agents on his own designation?

Mr. SHANKS. The churches recommend them, and he appoints generally whom they recommend.

Mr. PAGE. Have you carried out all your instructions?

Mr. SHANKS. All, so far as I could. I have not got them completed yet. I have not got the Choctaws and Chickasaws to receive the negroes into their nation as citizens with full powers, although they have had several meetings in the council on the subject. The purchase of the land from the Creeks was also a very troublesome matter. Indians become very angry when their title to land is brought in question, and sometimes they have killed their own people who undertook to make sale of lands, so that it is a very troublesome question to manage. I have made reports on all the subjects of my appointment to the Indian Office.

Mr. PAGE. Under your instructions, were you to visit the Creeks, Cheyennes, Comanches, Arapahoes, and Kiowas with reference to the selection of certain portions of these tribes who were engaged in hostilities?

Mr. SHANKS. In order to remove them to the northeast corner of the Indian Territory. I reported against that to the Indian Office in my report. The reason was that after my appointment the President thought proper to send 72 of these Indians as prisoners to Fort Sill.

Mr. PAGE. You made a statement some time ago as to the Secretary of the Interior not being satisfied to leave the settlement of these questions and the disbursements of this money in the hands of Mr. Ingalls.

Mr. SHANKS. Yes; Mr. Smith, then Commissioner of Indian Affairs, told me so.

The statement of Ingalls that I was absent from the Indian Territory part of last summer was made, perhaps, without the knowledge on his part (and yet I so told him) that at that time I was at Washington, under authority of a dispatch from the Commissioner of Indian Affairs, making report in writing and verbally of my proceedings relative to the 3,000 so-called captive Indians, referred to in my instructions of March 22, 1875, and in the law of Congress of March 5, 1875, as the papers of the Indian Office, my report included, will show. Mr. Ingalls's testimony showing ill-will toward Mr. M. P. Roberts, reporter of the Inter-Ocean, whom he complains that I trusted for some information, is strange. I state that I found Roberts truthful so far as I learned of him, and I further state that my first acquaintance with M. P. Roberts was an introduction by Ingalls himself, in this committee-room, in 1875, when the Seminole matters were before the committee. Ingalls introduced him as a true friend of the Indians, and as secretary to the Seminole delegation. M. P. Roberts has since that time filled Agent Ingalls's office as agent in Ingalls's absence. Agent Ingalls has been absent most of his time. While I was in the Indian Territory last summer this M. P. Roberts was, on Ingalls's invitation, in the agency-wagon traveling about with Ingalls and myself, and was a very frequent visitor at Ingalls's office. I do not find in Ingalls's testimony the broad statement which he or some others inserted in the public press, namely, that I had stirred up strife among the Indians I had visited, for the purpose of appearing at Washington, before the authorities, as attorney to settle the matter. The falsehood of this statement I stated fully to the chairman of the Committee on Indian Affairs, of the House, in my letter to him of January 22, 1876, which letter I ask shall be made a part of this, my testimony, and I here repeat that I have most earnestly labored to secure harmony among the Indians, and there would be harmony among the civilized tribes only for bad white men among them. Ingalls has, by his action in the Territory and his reports to the Secretary of the Interior, and in his testimony here, sustained a class of men such as Boudinot, Harris, Reynolds, McPherson, and others, all white men, (except the mixed-blood Boudinot,) and who are doing more to cause trouble among the civilized Indians, and among themselves personally, than all the world besides. I think that the cause of Ingalls's overflow of testimony before the committee was on account of the statement I made as special commissioner, to the Indian Office, of his proceedings while agent in the Indian Territory, on which he states he was dismissed. I do not know on what he was dismissed, only on his statements before you. I think that Mr. Ingalls's assumed position of high moral sentiment needs some scrutiny. His singular statements to your committee and to the Secretary do not sustain his presumption, in view of the facts as I know them. He has certainly sworn under excitement.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., February 18, 1876.

C. A. LOUNSBERRY sworn and examined.

By Mr. WILSHIRE :

Question. State your age, residence, and occupation.—Answer. My age is thirty-two; residence, Bismarck, Dak.; occupation, newspaper editor and publisher.

Q. What newspaper are you publishing?—A. The Bismarck Tribune.

Q. State generally anything you know in regard to Indian affairs anywhere within your knowledge.—A. I have been engaged in the publication of a newspaper at Bismarck, now nearly three years. All the information I have has been gathered in my capacity as a newspaper man and from other sources—from inquiry of river-men, Army officers and soldiers, men connected with the Indian agencies, conversations with the Indians and with the Indian agency employés.

Q. State what agencies those employés are employed in.—A. I am somewhat familiar with the White Earth, Minn., agency, Fort Berthold agency, and Standing Rock, Dak., agency.

Q. Do you know anything about how the White Earth agency has been managed in the last two or three years by the agents?—A. Beginning with Smith there was an improvement in the general administration of the agency, and this improvement was continued through Douglass's administration. But since Stowe's administration it has been otherwise. He is one of those very narrow men and comprehends but little. Under his administration there has a religious controversy grown up between the Catholics and the Episcopalians.

Q. We have a letter here which alleges that the agent has received, during the last fiscal year, \$15,000 for the settlement of the Pembina Indian reservation, and that the improvements made for that purpose are not worth \$1,000, and were mostly made by the Indians themselves without any help from the agent. Do you know anything about that?—A. No, sir; I do not.

Q. The writer also says that the agent received \$15,000 for making homes for the Otter Tail Indians, and that they are in the same state as the Pembina Indians. Do you know anything about those expenditures?—A. No, sir. I knew Major Stowe very well, and, while I believe him wholly incompetent for the place by reason of his contracted views, I believe him to be honest, and I know that there are charges often preferred against agents without any cause whatever. It is easy enough to get up charges.

Q. Do you know anything about how the Indians are enumerated through that country?—A. I do not; I have understood that they were enumerated by lodges; but that I do not know.

Q. Do you know anything about whether there are a larger number kept on the rolls than actually exist?—A. That I suppose to be the case generally in our country, but I do not know it.

Q. Are you acquainted with the Black Hills country?—A. Two years ago I sent a special reporter to the Black Hills at my own expense, to accompany General Custer's expedition. I familiarized myself with that country through General Custer's reports, and the reports of my reporter and other newspaper reports. In December, 1875, the people of Bismarck sent out a party of seven men for investigation and report in relation to the Black Hills. So that I familiarized myself through their report also. I believe I am familiar with the Black Hills.

Q. What was the nature of their report; what did it relate to?—A. Their report relates to the number of miners in the hills; the extent of mining that is being carried on; the character of the mines; the character of the country, and in fact touching every possible point of interest.

Q. What opinion did they express as to the expediency or in expediency of acquiring the mining portion of that country?—A. They seemed to regard it as a necessity, and believing that the opening must follow, this entire seven have returned to the hills.

Q. Are they permitted to go there now by the Government?—A. The Government seems to interpose no objection, the military interpose none, and men are constantly going.

Q. What is your information in regard to the manner in which the Indians look upon their going there?—A. From the best of my information, the Indians on the Missouri River accept the occupation of the Black Hills country as a matter of fact, a matter of necessity. I am informed through sources that I deem reliable, that they are ready to consent to any reasonable arrangement for the occupation of the hills.

Q. Were you present, and do you know anything about the investigation made by some commissioners that went out to Red Cloud agency to negotiate for the hills?—A. I know nothing except from their reports and from persons who were present at that council.

Q. Their report does not seem to corroborate the report of your citizens' delegation, does it?

WITNESS. In what respect?

Mr. WILSHIRE. In regard to the willingness of the Indians to dispose of the ground.

A. I alluded only to the Missouri River Indians. They were then willing to make treaty, but the Red Cloud and Spotted Tail Indians were not, and this difference of opinion between the Indians was the cause of the trouble. There was one party of the Indians determined to make trouble if any arrangement was made for the occupation of the hills, and they intimidated the Missouri River Indians. And some of them finally, as I understand it, left for home before the conclusion of the council, authorizing their agent, Colonel Burke, to make any arrangement that he saw fit for the occupation.

Q. Do you know anything personally about the plan adopted by Indian officers and agents in the purchase and transportation of supplies for the use of the Indians?—A. I know, not exactly from personal observation, but from so many sources that I have no doubt on the subject, that there have been gross irregularities in the transportation and delivery of supplies on the Upper Missouri River. But this trouble was almost wholly checked at Standing Rock by the appointment of Major Burke last spring; at Fort Berthold by the removal of Major Tappan, and the appointment of Major Sperry, late in 1873 or early in 1874.

Q. These were changes in the Indian agencies?—A. Yes, sir. While there has been some complaint in regard to these changes I am satisfied there has been no cause of complaint. The Indians at Standing Rock, a year ago, were destitute of blankets, to some extent, and were so destitute of provisions that General Custer recommended that they be supplied from the commissary department of the Army. Now they have an abundance of blankets. They have an abundance of provisions, and are remaining at the agency contented and satisfied in every respect. Those familiar with the Berthold agency report that, whatever rumors there may have been to the contrary set afloat by interested parties, the agency there is managed better now than ever before. The Indians are receiving their full allowances.

Q. What time was it that you understood this mismanagement occurred; how long since?—A. Under the administration of Colonel O'Connor, at Standing Rock, Major Palmer, at Standing Rock, and Major Tappan, at Fort Berthold.

Q. Can you give the date approximately?—A. Colonel O'Connor left Standing Rock, I think, in August, 1873. He was there, to the best of my information, two years or more. Major Palmer is charged less with dishonesty than he is with inefficiency. It seems irregularities were continued, to some extent, under his administration. It was under O'Connor's administration that the charge was made of a steamboat-load of goods being stolen at that post.

Q. About when was that?—A. I think that was in May, 1872. That was the case that Commodore Kountz has talked of so much.

Q. Was it one of his boats?—A. No, sir; it was one of Coulson's boats that was charged with having been stolen. From the information I have on the subject it seems that it was alleged that the Indians, becoming destitute in the course of the winter, were supplied by the agent with the necessary goods, and the Department declined to pay for them, so they were paid out of the annuities of the following year. The trader informs me that the case was regular in every respect; that the goods were furnished to the Indians and returned by the agent, and transported up the river on the order of the agents, with the consent of all parties in interest. From the best of my information and belief, outside of that, however, I believe there was a steal of the goods: not that the boat was concerned in it, but it was stolen by the agent. We have another case that I have learned of at Fort Berthold. In the last five months of Major Tappan's administration there were vouchers issued for some \$4,400 worth of goods claimed to have been issued to the Indians under circumstances similar to those of the Standing Rock affair. Major Tappan was removed and succeeded by Major Sperry, and the matter was referred to Major Sperry for report. He got no trace of any such goods; could find no goods, no invoices, and no one who knew anything about those goods, and therefore declined to approve the vouchers that were referred to him for that purpose. Directly a fight was made by the persons interested in these vouchers. He was given to understand that if he approved these vouchers— They said to him, "Here you are in this country to make money, and you are a damned fool if you don't. If you want to make money come in with us and let us get something out of this. We can make it interesting for you; otherwise we will make the country too hot to hold you."

Q. What class of men were those?—A. Those who had been engaged in trade on the Missouri River. They had been ordered off the river at that time, however; that is to say, it was the Durfee & Peck outfit. The men went with that outfit; they were Indian traders.

Q. Were they not also contractors?—A. To some extent contractors. It was a fact that the warfare was commenced on Major Sperry extending into the newspapers. This Kountz's Alleghanian Mail was used to vilify him; as were men in Kountz's interest. And a New York Herald reporter was sent out there and he picked up any statement that he could get hold of that was sensational. Whenever they offered to make explanations, he said, "I did not come here, gentlemen, to receive explanations, I came to gather facts; if you have any explanations to make you can make them afterward." Frequently statements would be made by him and gentlemen could make explanations that would clear them up entirely; but he refused the explanations and continued gathering his sensational statements.

Q. Were these sensational statements aimed at the agency, or at the contractors or

traders?—A. They were made against both. The object of the newspapers seemed to be to create a sensation, and stories were started at first by the man who made this threat on Major Sperry.

Q. Do you know that man's name?—A. Marsh.

Q. Professor Marsh?—A. No, sir; Marsh is now engaged in trade at Fort Benton.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., February 26, 1876.*

EDWARD P. SMITH recalled.

Question. Mr. Smith, were you present in New York when the contract for transporting supplies to the Indians, in 1875, was let?—Answer. Yes, sir; I let it myself.

Q. On what day, or in what month was it let?—A. I think it was in May.

Q. Wasn't it on the 5th of May?—A. It may have been. It was either in the last of April or first of May.

Q. Please state whether or not on the morning of that day there were not certificates of inspection by steamboat men and experts in regard to the Kountz boats, or sworn copies of such certificates, presented to you or offered to be presented, as to the sufficiency of these boats.—A. There might have been. I have no recollection of it. If they were, they are on file.

Q. I ask you if any were presented, or if any offer of any was made to you at that time.—A. I cannot say.

Q. Did you not consider that a very important question in deciding this contract?—A. So far as Mr. Kountz was concerned, I did not so regard it.

Q. Upon what authority did you so conclude?—A. The authority of several who had suffered by his failures before—General Cowen, and the Pacific Railroad Company, and merchants in Montana.

Q. Were they present to make such a representation to you?—A. They were not, but had made the representation before. I might add, also, upon the representation of McGinnis, of Montana.

Q. Can you state about the difference, in the aggregate, between the bids of Kountz and those of the gentlemen to whom the contract was awarded?—A. No, sir; not within \$20,000 of it.

Q. Cannot you state approximately, or some percentage of the difference?—A. No, sir.

Q. You were a sworn officer of the Government?—A. Yes, sir.

Q. And yet you did not take interest enough in the matter to know the difference between the various bids?—A. I investigated it at the time.

Q. You know there was a difference?—A. Yes, sir.

Q. Was there not a considerable difference?—A. Yes, sir; there was.

Q. Was there not a difference of 35 per cent.?—A. There may have been, sir.

Q. Would not a man acting prudently, for the best interest of his business, have some recollection of matters of as much importance as that?—A. I do not know, sir. I went over the whole thing at the time, and it was settled in my own mind. I paid but little attention to it afterward.

Q. I will ask you, Mr. Smith, if one Mr. John H. Stewart, as the agent of Mr. Kountz, did not call on you on the morning of the day the contract was awarded, and before any was made, in the interest of Mr. Kountz?—A. I do not recollect positively. Some gentleman came, I think, but I don't recollect who it was.

Q. Did not some one call at your office and ask you, in that connection, if the awards were all made?—A. I think so.

Q. Do you remember your reply?—A. No, sir; I do not.

Q. Don't you remember that you said it was a kind of "conundrum," and you met that night at the Fifth Avenue Hotel, and wound it up?—A. I may have said so, but I have not the slightest recollection of it.

Q. Don't you remember that Mr. Stewart's questions referred to whether or not the commission met in private?—A. I do not remember the conversation at all. It was one of the incidental things that came up among a thousand others. I remember something about it, but I don't remember the time or person or the substance of it.

Q. There might have been such a question asked?—A. Yes, sir.

Q. What did you know, at that time, about the responsibility of Captain Kountz, and his capacity to comply with his contracts?—A. Nothing, personally.

Q. What did you know in any way?—A. I knew what other parties had stated.

Q. Who were they?—A. The North Pacific agent—Newport—I think, stated the trouble that company had the year previous, and that they would not, for any consideration, have such an arrangement with him again. They gave that as the reason for not wishing to undertake the contract for transporting supplies beyond Bismarck or Sioux City, because of the trouble and delay occasioned by this contractor the previous year.

Q. What year was that?—A. The year before last the Northern Pacific Railroad Company had that experience. I never had a greater accumulation of testimony as to the inefficiency of the Kountz line of boats, directly, in my life, and I had much that came indirectly.

Q. What was your information and your sources of information?—A. I have specified the North Pacific. Then there was the representative of the transportation company beyond, who received the supplies from the river-contractor and delivered them on the reservations. This company was nearly ruined by Kountz's failures to get freights through. That information came out accidentally—I was not seeking for it—came out as the reason to me for objecting to having anything further to do with Kountz.

Q. In regard to these certificates of inspection or affidavits of steamboat-men and experts as to the character of Kountz's line of boats, you say that you do not remember them?—A. No, sir.

Q. They might have been presented?—A. Yes, sir; but if they were they ought to be on file.

Q. You do remember that some person spoke to you in some connection about Kountz, but you don't remember who it was?—A. I think Kountz spoke to me himself about it.

Q. Was Kountz in New York at that time?—A. I think so. I think he came to see me about it once while I was there.

Q. Perhaps I don't get my question exactly right. I ask if Kountz, or any person for him, presented to you, or offered to present, these certificates of inspection of his boats, together with the affidavits of experts, steamboat-men, and others, as to their qualities, at your office in New York?—A. I don't remember.

Q. I don't mean to ask if they were presented at the office where the Board of Commissioners met.—A. They met at my office and transacted all this business there. They had evening meetings at the Fifth Avenue Hotel.

Q. Did you have any interview with the Secretary of the Treasury or with any officer of the Interior Department in reference to this matter before going to New York?—A. I don't think I had, sir. I don't remember any occasion for such interview. So far as I was aware I did not see the necessity for it.

Q. What was the nature of the information furnished you from the Interior Department, in regard to these boats; was it by correspondence?—A. No, sir; personal. Mr. Cowen gave it to me himself.

Q. Did you have an interview with Secretary Delano?—A. I think not, sir.

Q. Did you get any information from him at all on that subject?—A. I don't think I had a word from him. I don't remember.

Q. I understood you to state that you did not know anything about the responsibility of Mr. Kountz, except from the information that you had. Now, have you learned anything in regard to his responsibility since that?—A. No, sir. There might have been papers filed in the office—remonstrances, &c.—but I have no recollection of them.

Q. Had you any evidence of his irresponsibility; I mean, personally?—A. No, sir; I had no knowledge of him personally.

Q. Did not you and the other members of that board know that Kountz had other boats than those referred to as inefficient?—A. The question did not come before me as to the character of the boats at all, but of his failure to do what he had contracted to do.

Q. Were any of the parties to whom contracts were awarded present when the awards were made?—A. I do not think any of them were present.

Q. Were they in the city?—A. I presume so.

Q. Did you see any of them at the time the awards were made, or immediately after or before that time?—A. I don't know that I did, sir. I might have seen them, as they were in and out of the office constantly.

Q. Was Woolworth present?—A. He was in the city.

Q. Did you see him on the day that action was had upon the award?—A. I have no recollection of it.

Q. Did you see a Mr. McCann?—A. I presume so, during the day. I saw the bidders from time to time, and those of any moment nearly every day.

Q. Were there any officers of the Interior Department, in any capacity, interested, directly or indirectly, or remotely, in any of these contracts?—A. Not that I know of. To my knowledge there were none interested either by implication or even suspicion.

Q. There was no correspondence between you with reference to these contracts?—A. Not a single word that could lead to such an inference by the remotest possible implication.

Q. Do you know of any gifts or presents of any kind made by any contractor to any officer of the Interior Department?—A. No, sir; I do not.

Q. Have you heard of any such?—A. No, sir; nothing of the kind, except mere newspaper scandal.

Q. Can you state an instance of that character?—A. No, sir; I have no instances in mind. Merely a general recollection of such charges.

Q. Did you examine personally the bid of Mr. Kountz?—A. Yes, sir; I examined personally every bid.

Q. Was not that bid, in all respects, conformable to the requirements of the advertisement?—A. I think there was no fault in the form of it.



- Q. Did it have the required check with it?—A. Yes, sir
- Q. I wish you could refresh your memory as to the amount of difference between these bids?—A. I wish I could do so, sir.
- Q. At the time the contract was awarded your attention was directed to the difference?—A. Yes, sir; the difference was fully set forth at the time. The Indian Commissioners had knowledge of all the facts, and under their advice and with their consent it was done. Now, I want to say, in view of the reflections on my memory, and under oath, that I have not kept back one single iota of the information in my power to give on this subject.
- Q. I understood you to state in your previous examination that you had been Indian Commissioner for a period of nearly three years?—A. Yes, sir.
- Q. Can you state about what the condition of your accounts were at the time of your appointment as Commissioner; your accounts as agent of the Chippewa Indians?—A. They were for one year, I think, rendered to the Treasury. For the remaining year, and perhaps a portion of the first year, they were not rendered to the Treasury, but they were in process of completion. The papers to make up the accounts were in at the end of my period of service. My responsibility as agent lasted until nearly July, because I had no successor to turn my business over to at one of the points; that was at Red Lake, and my accounts could not be closed up until the transfer of property on hand was made.
- Q. State the total amount, as near as possible, of the arrearages of your accounts as agent, at the time you were appointed Commissioner.—A. Until the accounts are settled you cannot ascertain the amount of arrearages.
- Q. I mean the total that the books show you to be charged with?—A. No, sir.
- Q. Cannot you even approximate it?—A. No, sir.
- Q. By whom were you appointed Indian Commissioner?—A. By the President.
- Q. When did you cease to be Indian Commissioner?—A. On the 12th of December.
- Q. Have you not during all this intervening time been able to get your accounts, as agent, settled?—A. No, sir. The Treasury had not settled the accounts of the three or four agents who preceded me, and they declined to take mine up until they were settled. Finally, they agreed to do it; and they are on them now. I have been at the Treasury time after time to get my accounts taken up. There were two Army officers, my immediate predecessors, who never settled their accounts at all. One of them ran away without having rendered any, and without having any bondsmen, and that account cannot be settled.
- Q. Do they give any reasons for not settling those accounts? Have the officers complied with the law?—A. The Treasury Department could not get these Army officers to render the accounts.
- Q. I speak with reference to your own case.—A. In my case they said it was necessary to settle the accounts before mine, in order to know where to begin with mine. They could not know how to begin with mine, not knowing what property was there when I took charge. Finally they have arranged to take the account up at a certain point and settle it.
- Q. Was it really necessary to have these preceding accounts settled?—A. Yes, sir; that is what they stated.
- Q. Did you not make an inventory of the public property which came into your hands at the time you took charge?—A. I gave receipts to my predecessor for it, and he returned them, I presume, to the Department.
- Q. Did you make any report of it?—A. It will be in my account when taken up.
- Q. You would not be charged with anything left?—A. I ought not to be.
- Q. You could not be?—A. You cannot tell what the Treasury officers will do.
- Q. You are not chargeable with anything you did not receive?—A. They could not or ought not; but the difficulty seemed to be to know where to begin, and what to charge, until they had settled up the accounts of the other agents. But they have arranged to begin somewhere and come down, I suppose, partly for their own accommodation, and take mine up out of order and settle them.
- Q. How does your account stand with respect to the vouchers and receipts necessary for settlement; have you all that are required for a complete adjustment of it?—A. I believed I had when I put them in, though when the Treasury comes to look over them they may find a few lacking—I think not exceeding two hundred dollars, perhaps, in all.
- Q. How long after you ceased to be agent did you continue to take up receipts for that settlement?—A. They were in process of collection up to July.
- Q. I understood you to say that Douglass was a very incompetent man?—A. I did not mean to say that he was incompetent, but that he was unable to make up his accounts, being entirely unacquainted with the business.
- Q. He was inefficient, then, as an agent?—A. Not necessarily; but as a clerk, he was.
- Q. Was he not presumed to be familiar with all the business, either as clerk or agent?—A. He might not have been a competent book-keeper, and yet a very good agent. I could not take the place of one of my clerks in the Indian Office now and perform his duties satisfactorily.
- Q. Was not the settlement of the accounts of your successor material to the adjustment of your own accounts as well as those of your predecessor?—A. No, sir; not at all.
- Q. When this Miss Cooke out to the agency to settle his accounts, was it not

really to obtain papers that entered in part into your own settlement?—A. Not sufficiently to talk of.

Q. They did to some extent?—A. Not enough to mention.

Q. I ask if the examination then made by this person did not, to some extent, enable you to settle your accounts?—A. Not at all. I would not have sent Miss Cooke across the way to do what was required there to settle my accounts.

Q. What effect did her going have upon your settlement?—A. It did not have any.

Q. Why is it that the settlement of the accounts of Douglass were necessary to the adjustment of your own accounts, so necessary as to require you to send a clerk there for that purpose?—A. My accounts would have been settled without her going there at all.

Q. Could they have been settled without the accounts of your predecessor?—A. The delay in the settlement of my accounts arose, as I have stated, in consequence of the failure of my predecessor to render an account, but if the Treasury saw proper my account could have been settled without that.

Q. In the settlement of Douglass's account was it not necessary to ascertain the amount that you turned over to him, and were not your accounts to be credited with what property or funds you turned over?—A. Of course. But the receipts would show that. There was a little question between Douglass and the agent who had gone to Red Lake. I had three successors, and the question arose as to the amount to be turned over to the Red Lake agency. This question was unadjusted, and it had to be adjusted in order to enable them to settle. That was the only matter that required examination.

Q. What did that question relate to—money or property?—A. To funds—money.

Q. How much?—A. The funds that I turned over to Douglass were to be divided among the three agencies, and the sum due to the Red Lake agency was not decided. What the amount was I do not remember.

Q. I understood you to say in your former testimony that your vouchers were not all completed before leaving there, and some had to be obtained afterward; now I wish you would state about what number of vouchers you required to complete your account.—A. I left in the middle of a quarter, and before the vouchers could all be obtained. The accounts for provisions could not be made up until the end of the quarter, and these vouchers were obtained by my clerk after I left.

Q. Who was that clerk?—A. Miss Cooke.

Q. In the disbursement of funds or the distribution of annuities, is it the practice of the agent to deliver these things without taking receipts for them at the time?—A. The funds are only receipted for when paid, and also the annuities.

Q. These annuities consist of clothing chiefly, do they?—A. They consist of clothing; blankets, provisions, &c.

Q. They are issued somewhat similar to the issue of supplies by the Quartermaster's and Commissary Departments of the Army?—A. In this instance they are issued to the heads of families, who receipt for the whole amount.

Q. What number of Indians belong to that agency?—A. Some six or seven thousand.

Q. Have you made, or caused to be made, an enumeration?—A. Last year I did, when I made payment to them.

Q. Did you require the Indians to be present when you made the payment so as to verify the enrollment?—A. I required the chiefs to hand in their roll in the presence of the other chiefs, because the interest of each chief was to keep the rolls down, and the examination was very sharp and close.

Q. Then no one ever made the enrollment except the heads of families themselves?—A. The heads of families came up to say how many they had in family, and parties standing by would challenge the number, if incorrectly stated, and they were required to be present. This system brings them down very close indeed.

Q. How near the agency did the Indians usually remain?—A. They wandered about a great deal. There were some six or seven different bands, and the territory extended from one hundred and fifty to three hundred miles.

Q. Would it not be better to require the Indians to report once or twice a year at some stated point or points, and be counted so as to know the actual numbers?—A. I don't think the number varies twenty-five from the actual numbers, because every interest was brought to bear to keep the numbers down.

Q. What was the maximum number of the largest band?—A. The bands ranged from twenty-five to seventy-five or eighty, and possibly one hundred and twenty-five, and they were enrolled under a chief and called a band, and he knew every person in it.

Q. So much was given to each tribe?—A. Yes, sir; each chief was very watchful that the others should not get more than their share, and they thus acted as a check upon each other, the best check that could have been made—a personal interest in preventing any fraud as to the numbers of the band.

Q. Let me ask you, could there not be fraud perpetrated upon the Government by the chiefs and headmen of the tribes or bands to swell the numbers of their respective bands, and thereby increasing the whole tribe?—A. Not at all; there would have been no advantage in doing so.

Q. Why not?—A. Because the amount for each tribe is specified in the treaty.

Q. What is the amount for each?—A. \$10,000 a year, no matter how many of the Indians there were.

Q. How about the annuities?—A. The same.

Q. How about the civilization?—A. There is a specific sum appropriated for the use of this particular tribe. It is not like the Sioux tribe; there you have no stipulated sum.

Q. They are limited in amount by treaty-stipulations?—A. Yes, sir.

Q. Does your account or settlement, or any report which you were required to make as agent, show the number of houses erected by you for the Indians or half-breeds, in whole or in part, out of annuities, the proceeds of land-scrip, &c.?—A. No, sir. My accounts show what I charged to the Government—what I had done at Government expense.

Q. Is there an itemized account from which, on inspection, this fact can be ascertained?—A. There is an account that will show it, I think, sir.

Q. I would like to know certainly, because this is a rather important matter as to the Chippewa Indians. It seems that in your testimony given previously to this you mentioned the fact that some half-breeds were required or permitted to invest funds or land-scrip in their building.—A. I said that it might be so, because I have no recollection of it positively, though I think in some instances it was done. If I stated otherwise, I would like to qualify it.

Q. I understood you to state that they directed you to sell their scrip and build their houses?—A. I sold the scrip, but not to build the houses that I remember of; yet it is possible that it is true.

Q. You did build some, you say, with a part of the annuity-money that you were directed to use for the best interest of the Indian?—A. No, sir. I used that money to buy provisions, not to build houses.

Q. What fund were those houses built from?—A. Well, there was a fund for civilization. That fund was used for that purpose.

Q. The report show the number built and the amount expended?—A. Yes, sir.

Q. What was the character of the houses built?—A. They were from sixteen to eighteen by twenty to twenty-two feet in size. Log-houses, hewn inside and out, ordinarily, with five rooms, three below and two above; occasionally varying slightly in construction.

Q. Is this Miss Cooke a relative of yours?—A. Yes, sir; my sister's daughter.

Q. I understood you to say in your former testimony that Hunt was the agent having charge of the removal of the Winnebagoes?—A. Yes, sir.

Q. I will ask you, Mr. Smith, whether or not, at any time while you were Commissioner of Indian Affairs, you had any conversation or correspondence with him in regard to the removal of these Indians to Nebraska?—A. I saw him at Sparta—

Q. Where is Sparta?—A. In Wisconsin. I saw him at Sparta, Wis., in relation to their removal, and had a long conversation with him.

Q. State the substance of that conversation.—A. It related exclusively to matters connected with their removal. I wanted to know whether they would remove, and whether they would do so quietly, and, if not, what means could be used to persuade them, and whether any force would be necessary, or any show of force, to convince them that the Government was in earnest. And then, as to the question of how they should go, how be taken care of on the cars, and what should be done with them after they got to their destination; how they should go from Sioux City to the reservation; and other matters connected with their removal were also mentioned incidentally, though not in detail. The only thing I had to see Hunt about specially was the question of starting them in the cars and getting him to make the arrangements at the other end for their establishment and reception.

Q. Was there ever any correspondence between Hunt and yourself, official or private, on that subject?—A. I presume so. It must have been running through quite a long time.

Q. In that conversation with Mr. Hunt, was the route that these Indians were to be transported over talked of and considered?—A. It might have been mentioned, but it was not decided upon.

Q. Do you know what route they did travel?—A. They went by Saint Paul, and from there to Sioux City.

Q. Direct to Sioux City?—A. Yes, sir.

Q. Is that the most direct route from the starting-point?—A. They would have gained some in distance by striking down southward to Owatomo.

Q. Did you have any conversation with Mr. Hunt as to the best manner of feeding and providing for the Indians on their way?—A. No, sir. I had some as to the manner of providing for them while on the cars, and advised him to provide plenty of coffee, bread, crackers, &c., so as not to be compelled to depend upon the stations. I thought it would be unsafe to allow them to get out at ordinary stations to get provisions, as he might have some trouble with them. My suggestions referred principally to these points, as far as I recollect.

Q. I understood you to say that Hunt had the whole charge of the removal, and yours were mere suggestions to him?—A. Yes, sir.

Q. With reference to their transportation and subsistence on the way, was not the name of Mr. Wilder, or of Merriam and Wilder, used in that connection?—A. I think Hunt told

me that he was in correspondence with them in reference to it—they represented the railroad to Sioux City—but I don't know what arrangement he made with them.

Q. In rendering his account as special agent for that removal, does he show the expense of transportation and of subsistence separately, or is it all shown in one sum?—A. I think they are shown as separate items of the account.

Q. Do you know anything about whether the Indians were transported and fed by this firm of Wilder & Co. or not?—A. No, sir.

Q. Were the names of any other persons used in that connection—I mean in your conversation with Hunt?—A. The different roads, or parties who controlled them, were named.

Q. Were there any competing roads?—A. There was only one road over the main portion, the Sioux City and Saint Paul Railroad, of which Wilder and Merriam are officers.

Q. Were you there at the time this arrangement was entered into by Hunt?—A. No, sir. The Indians were not moved for a considerable time after that conversation.

Q. Where was this conversation held?—A. At Sparta, Wis.

Q. State now in a general way all that you know about the management of the Red Cloud and Sioux agencies. I speak now of the charges by them against officials and contractors, &c.—A. I never knew a time that there were not charges of fraud at Red Cloud. My first acquaintance with these complaints of these Indians was derived from Red Cloud's speech, in which he makes complaints against the Government officials, when he first came here, in 1868 or 1869, and he and Red Dog had a reception at Cooper Institute, in New York, and from that day to this Red Cloud has never ceased to make complaints, statements, and charges of fraud whenever he could find anybody credulous enough to hear or believe him. From that first piece of Indian deception and cunning these difficulties have come, and a great deal of the scandal in regard to these assertions of fraud on the part of agents had its origin in that.

Q. From what information you have been able to obtain, I would like to have you state what you think about there being ground for the assertions they make, that they are imposed upon by public officials in every way.—A. I think that Red Cloud and his band have received a great deal more from the Government than they deserve.

Q. I will ask you to state whether the commission that was sent out to examine the Red Cloud and Spotted Tail agencies was raised at your instance.—A. The commission was created by the action of the Secretary of the Interior and without my interposition.

Q. Who was the Secretary?—A. Mr. Delano.

Q. Had you any connection whatever with the appointment of its members?—A. I think there was a question as to what Congressmen were on the Indian Committee, or what Congressmen could be obtained who would undertake such service, and I went over the list especially of those connected with Indian matters.

Q. Do you know anything in regard to the truth of the charges that have been so frequently made in reference to the manner in which contracts are executed at those agencies?—A. I do not, of my own knowledge.

Q. Does your official information tend to establish or refute them?—A. Sometimes it tended to show, to indicate it, and at other times to deny it.

Q. Then, the object of this commission was largely to inquire into that matter?—A. Yes, sir.

Q. Was that the commission that Mr. Marsh—?—A. It was raised on his complaint.

Q. Have you ever heard him express himself as to the fairness with which that commission conducted the investigation, or as to the completeness of it?—A. Yes, sir; I have heard him speak of it.

Q. Approvingly or disapprovingly?—A. The results did not satisfy him at all.

Q. What particular complaint did he make?—A. That they did not find the frauds that he had complained of.

Q. Did he complain that they did not try to find them?—A. No, sir; the complaint was that the parties there had hoodwinked them; had been able to cover them up.

Q. The parties charged with these frauds?—A. Yes, sir.

Q. Was your attention ever directed at any time to charges of fraudulent enrollment of Indians in Oregon and other Territories?—A. No, sir; not with any definiteness, except at Red Cloud and Spotted Tail agencies. It has frequently been stated in the newspapers.

Q. That is the only information that you had upon that subject?—A. Yes, sir; it is possible that there might have been complaints looking in that direction coming into the office, but I do not recall them. I do not believe there were any.

Q. Do you know of any improper transactions of officials in your Bureau during your administration?—A. I do not.

Q. Do you know of any instance where officers in the Interior Department have appropriated to their own use and removed to their own houses furniture of any character that properly belonged to the Department?—A. I do not. I have had a desk that belonged to the Department at my room which I used, and I informed the superintendent several weeks ago that I had got through with it and he could take it back. I also informed the Indian Office that it was there and belonged to the office.

Q. You used it in connection with your official duties?—A. Entirely so.

Q. Do you know of any persons being employed at special service, and being paid at much greater rates than the service entitled them?—A. No, sir.

Q. It is said that a colored man, by the name of Boston, to whom you loaned \$45, was directed by you to be employed at some special work, such as copying, I think, which he performed to the extent and value of about \$14, and when the account was presented to you you directed it to be raised to \$45.—A. The man who makes that statement to you knows better. The facts are these: A colored man by the name of Boston applied to me for help, for service. There was work that ought to be done in the record division to bring up the records, which were way behind. Mr. Eby, who had charge of that division, so stated to me. Boston went to work. Some time after—my impression is two or three weeks after that—he came to me and said he had to raise some money to meet an obligation, and wanted me to loan him some. I raised the question whether he should not collect it from the disbursing-officer, and he said he had not been there long enough to get the amount he wanted, and I loaned him somewhere in the neighborhood of \$40 or \$45. Afterward I found he was not doing his work as it should be done, that he was not a competent man. He came to me from a bank. I knew him as a cashier of a bank, and supposed he was a competent clerk, a good penman at least. But I discovered that his record was bad; it was peculiar; and I told him to have his account made out. I was only going to pay him by the day. When I found that his days' work would not meet the money I had loaned to him, I told Eby to make the account out in the ordinary way at ten cents a hundred. I was not going to pay him that much at first, because of the inferiority of the work; but I told Eby to make it out on that basis, and told him the reason—that I had loaned him that money, and did not want to be out. Eby attended to the whole thing; brought the account to me and I approved it.

Q. Did Mr. Eby say to you that the amount of the work did not come to so much as you had loaned Boston?—A. He said it would not amount to that much at the rate per day that I at first proposed to give him.

Q. But you determined it would be just to pay him as you had paid other people?—A. Yes, sir; I left it to Mr. Eby entirely, as to how much it should be made. I did not suggest anything to him in any other way.

Q. Did Mr. Eby make out the account for enough to cover the amount you had loaned?—A. I think just about that.

Q. And brought it to you for your signature?—A. Yes, sir.

Q. Did Mr. Eby present you an account for this man's work at ten cents a hundred words for work that would amount to only \$14?—A. No, sir, not at all.

Q. Did you remark to him, upon the presentation by him to you of any account, that "that won't do;" that he owed you \$45, and that it must be made out for that amount?—A. No, sir; I made this remark: "That will leave him short to pay me at that rate," and that I didn't want to be left short. I directed Eby to make out the account at a per diem.

Q. And did that amount to enough to pay you?—A. Yes, sir; as Mr. Eby bought it in. I don't know whether it was right or not.

Q. Did you direct him to make it out for any particular amount?—A. No, sir; at ten cents a hundred words; that was my direction explicitly. The misapprehension is in the first place that I brought him in there to cure a debt; but there was no debt at all when he came here.

Q. Was there a similar transaction with a man named Bottineau?—A. No, sir; Bottineau served as an interpreter to the Chippewa Indians, a delegation of whom came here, and he received a voucher for the usual allowance.

Q. Have you regulations in the Indian Department authorizing the employment of interpreters?—A. Yes, sir; that is an incidental matter.

Q. Has that been practiced heretofore?—A. Yes, sir; it is entirely in accordance with the practice, and was necessary in this case, as I could not converse with these Indians. When he came to go away he borrowed of me the face of his voucher.

Q. For his services as interpreter?—A. Yes, sir. He left his voucher with me to collect. I turned it into my account at the Second National Bank and collected it through that bank without any discount at all. I was out of the money some sixty days I think; that was the only advantage I realized from it.

Q. Going back to this contract matter; were the contracts made in New York for Indian supplies let to the lowest bidder?—A. Not always; that is, not necessarily.

Q. If they were not, why?—A. The only reason would be the fault in the bid, or the want of responsibility on the part of the parties bidding.

Q. Those were the only reasons?—A. Those were the only reasons on which a bid would be rejected. There was a case of blankets; there were three bidders for blankets; the lowest was John Dobson, of Philadelphia. The blankets were not all given to him.

Q. Who was the person that received the award for those blankets?—A. Three parties; John Dobson, Gibson & Tyler, and Armidown.

Q. With reference to some of the blankets that were furnished by Gibson & Tyler about which we were talking yesterday, who did you state was the inspecting officer?—A. H. S. Turbell.

Q. Was not a Mr. Slade the inspector of those blankets?—A. Slade and Turbell were the inspectors of dry goods, and they included blankets and prints. I asked to have Mr. Slade sent to Minneapolis; but he could not go, and Mr. Turbell went.

Q. Did Mr. Slade protest against the award of the contract to Gibson & Tyler upon the ground that the blankets were worthless at any price?—A. O, no, sir; by no means.

Q. Did he make any protest to you or to the commissioners?—A. Not formally. He said that the blankets of Dobson were better than those of Gibson & Tyler, and that was apparent enough; and that Gibson & Tyler's price was a little higher than that of Dobson, and so, on his professional judgment as an expert, the award must go to Dobson, and we all agreed with him; there was no question about that.

Q. Was there any correspondence between you and Inspector Slade on that subject?—A. I think not. I think that all that was said was verbally. The protest was not formal, and he was only giving his opinion as he was passing along.

Q. He did not declare that they were worthless?—A. O, no. They were very far from worthless. They were a very superior blanket.

Q. What was the condition of the bids that were awarded to Wannamaker & Brown of Philadelphia? Newburger & Co. were competent bidders, but they did not get the award?—A. They had it in part, and Wannamaker & Brown had the rest of it. But Wannamaker & Brown, when they came to furnish under their contract, were found not to be up to sample in their goods. They claimed that there was a mistake in the sample they had furnished; it was not what they intended, and it was not what they could afford at that price. But the inspector held them to their sample and discounted a portion of their goods 10 per cent. The goods were every way acceptable—were of good quality.

Q. I understand that Newburger & Co. claimed that their samples were better than those furnished by others; yet they did not get the contract. Were their samples subjected to the same inspection as those of all the other contractors?—A. Yes, sir. Inspector Young had the inspection.

Q. I think that Inspector Young laid aside the pants of this firm, Newburger & Co.?—A. Yes, sir; as the best at the price. They also gave that firm some other portion of the bid—I do not remember what it was. The pants of this firm were lined, while those of the other firm were not lined—those of Wannamaker & Brown—in their samples; and they were lying alongside of those of Newburger & Co., as second choice. Wannamaker & Brown were 12 or 15 cents lower per pair, as I was informed, than the other firm. When I came to examine the two, I said there is not that difference between the pants of the two firms. I called the attention of the board of commissioners to it, and they said, "Certainly not." And they called their inspectors in, and they decided that Wannamaker & Brown's pants were the best. So they reversed their former decision and gave the contract to Wannamaker & Brown.

Q. Because their bid was lowest?—A. Because their bid was lowest. But some one in the interest of the other firm called attention to the fact that Wannamaker & Brown's pants were not lined. This had escaped our notice; we were only looking at the material. Wannamaker & Brown then said they would line them for ten cents, which made their bid still lower than that of the other firm. They said they would furnish a better pant for less price and with lining. The wrong, if any, was in allowing them to take it on the second offer.

Q. That did not defraud the Government any?—A. No, sir; not at all; it helped the Government.

Q. Was this Miss Cooke employed in the Indian Bureau during all your administration?—A. Yes, sir.

Q. State whether she has been employed at any time in making up your accounts in the Department?—A. She has spent a great deal of time on my accounts.

Q. Was it a part of her clerical duties?—A. Yes, sir; she has not spent one-half the time, though, on those accounts that she has given in over-hour work. She has worked, on an average, at least two hours and a half a day more than any other clerk in the Indian Office, in solid, hard work.

Q. She gets extra pay for that, I suppose?—A. No, sir; she got only her salary.

Q. Was Dobson's bid the lowest for blankets?—A. It was the lowest of the three bidders.

Q. Was any award made to him?—A. He had 45 per cent. of the amount. The question would naturally come in there, "Why did he not have the whole?" The question has been up for the last three years at the lettings, as to the expediency of allowing one firm to monopolize the blanket business. There are only three mills in the country that manufacture Mackinaw blankets, and these three have been the bidders. It has been decided each time for the last three years by the Board of Indian Commissioners, as well as myself, that it was not expedient to crush out either one of the three by giving the contract to one man, unless there was a very wide margin. The year before the last letting, the difference was so great in favor of Dobson that he took all. The year before that, the margin was so small that the board decided it was better to divide the quantity among the three. Last year the margin was of the same character.

Q. And it was divided up among the three again?—A. Yes, sir.

Q. Then, as I understand you, it is considered by the Department for the interest of the Government, where there is no great difference in the bids, to divide the letting among those three manufacturers, who are the only ones in the country who make that kind of blanket?—A. Yes, sir; that is the principle, rather than to have it understood that only one man

can furnish blankets. And we have another illustration of that principle in the fact that there is only one firm that makes "list" cloth, and that is Dobson, who has been the only bidder for three years.

Q. Do you know Mr. D. J. McCann?—A. Yes, sir.

Q. He has been a contractor with the Government for some time?—A. He was a contractor when I came in, and he is still.

Q. A transportation contractor?—A. Yes, sir.

Q. Does he furnish anything else?—A. He is ready to furnish anything, I think, that is bid on; flour, corn, and bacon he has furnished several times.

Q. How have his contracts generally been executed?—A. As far as I know, satisfactorily.

Q. No information to the contrary came to your Office?—A. No, sir—well, there have been charges, complaints.

Q. Who has been the agent of the Utes in Colorado?—A. Bond, Danforth, and Critchlow.

Q. What do you know, if anything, about the disposition of the agency buildings of some of those agencies?—A. That was reported to the Office, I think, the day I left, or the day after, so I have no information of it.

Q. Who was the agent at the time the sale was made?—A. Bond.

Q. You do not know anything at all in regard to the manner of the disposition of those buildings?—A. No, sir.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., February 28, 1876.*

EDWARD P. SMITH recalled.

The WITNESS. I made a statement on Saturday last in regard to the Boston voucher. I can now say, after hearing the last witness, and refreshing my memory so far as I can do so, that that statement, from my knowledge and recollection, is exactly true.

By Mr. PAGE:

Q. You refer to your own statement?—A. Yes, sir. Boston was employed by me to go to work, which Mr. Eby reported necessary to be done to bring up the record-book. After he had been some time at work, and as I supposed, had nearly, if not quite, finished it, he came to me to get his pay, although it was not pay-day; and then he said he would like, if possible, if I would accommodate him with a loan. I did so, and drew my check on my private bank-account for the amount of the loan. When the time for settlement came, I expected to pay Boston by the day or by the hour, but found that there was a difficulty in doing so, because he had not been regular. Some days he was there and some days not; part of the work he had done at home of evenings, so that it was not easy at all to compute it in that way. But there was a computation made as to about what it would be by the hour, and a certain sum was named, which I do not recollect. Then I told Mr. Eby that that sum would leave me short; that I had already paid Boston a certain amount—I do not know whether it was \$40 or \$45—and asked him if it would not be a larger amount to state the account in the ordinary way, at ten cents per hundred. He told me it would, and I asked him to state the account in that way. I made no intimation to him then that it should be increased beyond that amount of ten cents per hundred. He went out from my room, and very soon came back with the voucher, or else he sent it in by some other party.

Q. That was Mr. Eby?—A. That was Mr. Eby. I considered that whole matter of the record in his charge. The account had been made up in the same way for the service on his own account, and I supposed all the time that it was made up on his account for work, and never knew to the contrary, until I was questioned about it the other day. Now, with reference to Mr. Eby's discharge. Some time before Secretary Chandler was appointed, Assistant Secretary Cowen called my attention to complaints against Mr. Eby; a memorandum had been filed. He said that they were very serious, and required attention, and when the time came for the change of clerks, Mr. Eby's name was put in with those to be dismissed, on account of that memorandum to which General Cowen had called my attention. I did say to Mr. Eby that very likely when I went out of office he would go; and he said, as he has testified, that he would make it hot for anybody that dismissed him. He told me that he had a memorandum himself—had been keeping a memorandum of things that had transpired in that Office.

Q. You say that serious charges were preferred against Mr. Eby?—A. Yes, sir.

Q. That operated as just cause for his removal?—A. That was the entire cause.

Q. Were those charges made in writing?—A. They were in writing, but were not signed. They were furnished as memoranda, privately, for the use of the Assistant Secretary. The party who furnished them, however, is responsible for them.

Q. Do you know the party?—A. Yes, sir.

Q. Are those memoranda among the papers in the Department?—A. I do not know; I think they can be procured.

By the CHAIRMAN :

Q. State what those charges were, or substantially what they were—A. They were in regard to Mr. Eby's habit of acting as a spy and informer to outside parties, and that he was undoubtedly in the habit of taking toll on accounts as they passed through to be collected.

Q. Taking toll—what do you mean by that?—A. Charging a certain commission, or some sort of pay, for getting accounts cashed at the Auditor's Office.

Q. Was he in a position where he could demand such pay?—A. Not at that time; he had been previously.

Q. What was that position?—A. In the Indian Bureau. All the accounts had to go through that Bureau, and up to the Auditor's Office.

Q. He was in a place through which these accounts had to pass during some of the time?—A. Yes, sir; I am stating these matters from memory that came to my attention. I should prefer to furnish the documents.

Q. I suppose you will have no objection, if the committee require it, to procure the charges you refer to, or a copy of them?—A. No, sir; I think I can procure them.

The CHAIRMAN. It seems that he stated that he had made efforts to procure them, but had not succeeded in doing so. If it be material in the judgment of the committee, we might want to send for them, if they can be obtained.

Mr. PAGE. I think they would be very material in this investigation.

The WITNESS. I do not know that I have anything further to say, except that there are many persons who have informed me of Mr. Eby's bitter denunciation of me, and his determination to pursue me.

By the CHAIRMAN :

Q. Can you remember the names of any of those persons who gave you such information?—A. Yes, sir; Mr. Holtzman—I do not know his first name; he is in the Department; Mr. Stephens, and Dr. Curtis. There have been other parties who have told me on information, but not from personal knowledge.

Q. Do you know anything about the feeling existing between Eby and the persons you name—whether there may be bad feeling existing between them?—A. I presume there may be.

Q. These persons you mention are all now in the Department?—A. Yes, sir. I will state, too, that I have seen memoranda in Mr. Eby's own handwriting of matter that has been used in my examination here—memoranda that he has made up. I have seen them here in the committee-room.

Q. Did Mr. Eby ever apply to you for the charges or complaints lodged against him?—A. No, sir; I do not think he has spoken to me—certainly not in a pleasant way—since his discharge. He has laid his discharge to me, but it belonged to Assistant Secretary Cowen.

Q. Your action was based upon information furnished you by General Cowen?—A. Yes, sir; the matters that Assistant Secretary Cowen called my attention to.

Q. I would like to ask you to state what you know with reference to the removal of the Pawnee Indians from Nebraska to a new reservation in the Indian country; what officer or individual had charge of that removal?—A. Agent Burgess was directed to remove them. A large portion of them moved themselves—really went down in advance.

The CHAIRMAN. Mr. Blake has written me a letter in which he states that there were some irregularities in the matter, information of which he proposed to furnish us. That is the reason I asked.

The WITNESS. I do not know anything of that Pawnee matter, except what is included in the report which has been printed.

Q. All your action in the matter appears in the official report?—A. Yes, sir; and all the minutia of the matter.

Q. If there are any irregularities, it would apply to those who had immediate charge of it?—A. Yes, sir.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., February 24, 1876.

EDWIN P. SMITH sworn and examined.

Question 1. State your name, age, residence, and occupation.—Answer. E. P. Smith Washington; forty-eight years of age, and president of Howard University.

Q. 2. State what other official position, if any, you have held under the Government within the past four years.—A. I have been Indian agent, and Commissioner of Indian Affairs.

Q. 3. How long were you Indian agent, and for what tribe?—A. I was agent for two years for the Chippewas, up to March, 1873.

Q. 4. What time were you Commissioner of Indian Affairs?—A. I was Commissioner of Indian Affairs from March, 1873, to December, 1875.



Q. 5. State what your duties were as agent of the Chippewa Indians.—A. I had charge of some six or seven thousand Indians, situated at seven or eight different points in Minnesota, from one hundred to three hundred miles apart. My duties were to care for them and induce them to become civilized, and to distribute among them the Government stores.

Q. 6. Had you charge of the disbursement of stores of every character?—A. Yes, sir; all stores provided by the Government.

Q. 7. What other disbursements were made other than the Government annuities?—A. Payments for the erection of houses; for removals, and so on.

Q. 8. Were these houses erected at the expense of the Government?—A. Many of them were.

Q. 9. Were not all that were erected by you erected at the Government expense?—A. No, sir.

Q. 10. At whose expense were they erected then?—A. At the expense of the Indians themselves.

Q. 11. How much did your disbursements on that account amount to?—A. I could not state without reference to the books, only approximately.

Q. 12. Have you settled your accounts?—A. They have been all rendered, but not settled.

Q. 13. Where can they be found?—A. At the Treasury.

Q. 14. You say it has been about two years since you ceased to be agent?—A. It has been about three years.

Q. 15. Why were they not settled?—A. The Treasury has not been able to do so.

Q. 16. How long after you ceased to be agent was it before you rendered the accounts?—A. I rendered portions of my account before I ceased to be agent, and I think it was completed, as far as I could then go with it, within a year afterward.

Q. 17. Did you employ any person to go to the reservation to procure vouchers by which to enable you to settle?—A. No, sir.

Q. 18. How were your vouchers obtained?—A. My vouchers were mainly obtained before I left, and some by correspondence afterward. Some were obtained by my clerk, who remained after I left.

Q. 19. You state that at no time since you ceased to be agent you have sent any one to that country to obtain vouchers, or other papers?—A. I did not, sir.

Q. 20. You did not send any person anywhere else for such papers?—A. No, sir.

Q. 21. How long after you ceased to be agent were you engaged in the collection of vouchers for your settlements?—A. I do not remember.

Q. 22. Can you not approximate it?—A. It may have been a year, or possibly a year and a half. In fact, there is still some correspondence pending on that point.

Q. 23. Were your disbursements to full-blood or half-breed Indians?—A. To both.

Q. 24. Were the half-breed Indians on the rolls?—A. Yes, sir; some of them. All the funds I disbursed were to Indians who were on the rolls.

Q. 25. Did you disburse anything to persons not on the rolls?—A. Yes, sir; I employed half-breeds who were not on the rolls, and disbursed their wages to them. I paid no money to any one who was not entitled to it.

Q. 26. Did those half-breeds receive anything from the Government besides the annuities?—A. Some of them did.

Q. 27. What was it?—A. Some of them received assistance in removing.

Q. 28. Was that in money?—A. It was sometimes in provisions, and sometimes in the building of houses.

Q. 29. Was there not some scrip—land-scrip—due to these Indians?—A. There was, to some of the half-breeds.

Q. 30. That, you say, was land-scrip?—A. Yes, sir.

Q. 31. Did you have the handling and disbursement of that scrip?—A. I had the delivering of it to the half-breeds.

Q. 32. What use, generally, did they make of that scrip?—A. I think they generally disposed of it.

Q. 33. Was the scrip payable in money?—A. It was land-scrip, but they generally sold it for money. They nearly all sold it.

Q. 34. Were you engaged in purchasing that scrip?—A. No, sir.

Q. 35. Not on orders for others?—A. No, sir.

Q. 36. Do you know of the purchase or sale of such scrip?—A. I know how some was purchased. This scrip called for one hundred and sixty acres each, and I required all who wanted it to pay not less than two hundred dollars for each. My intervention was always and solely to enable the Indians to receive the highest possible price for their scrip.

Q. 37. Did you ever purchase any for yourself or for any other person?—A. No, sir; when parties wanted to purchase, I saw that the rights of the Indians were protected, and that they got their money, which sometimes passed through my hands.

Q. 38. Did you think it was for the best interests of the Indians to dispose of this scrip?—A. I knew it was.

Q. 39. You thought it better to have the money than the land?—A. They would not take the land.

Q. 40. Where could this scrip be located—anywhere?—A. No, sir; on a strip of land north and west of the reservation. There were thirty-six townships there, for less than twelve or fifteen hundred of them, and they all needed more money instead of land.

Q. 41. Can you give an estimate of the amount of scrip you purchased of the Indians for other parties?—A. I did not say that I purchased any of the scrip at all, except that when parties wanted to purchase I saw that the Indians received the full amount specified, and the money passed through my hands.

Q. 42. Have you any idea of the amount of scrip disposed of?—A. No, sir. Probably not more than thirty or forty pieces, sold in all, that I know of directly.

Q. 43. What was the total amount of scrip issued to the half-breeds?—A. I think there were some three or four hundred tracts of one hundred and sixty acres each. In your former question, if you referred to those whose money passed through my hands, it would not probably reach more than twenty or twenty-five in all, but I put many in correspondence with parties who wanted to buy.

Q. 44. So you did not, in every instance, receive the money for the Indians?—A. No, sir, in not a fifth of the instances where scrip was used.

Q. 45. Is it the custom in the Indian Department to send out persons employed in that Department to settle accounts?—A. It is the custom to send out clerks to the agents when there is trouble in rendering their accounts.

Q. 46. Did you, as Commissioner, send out an employé of the Department to the Chippewa reservation to settle up your accounts as agent?—A. No, sir. I did not. I sent no one at all to settle my accounts. I did send a person to settle up the account of my successor.

Q. 47. Who was that person?—A. M. S. Cook, of the Indian Office.

Q. 48. Is he an old clerk?—A. For about three years.

Q. 49. One of your appointees?—A. Yes, sir.

Q. 50. Who was your successor?—A. Douglass.

Q. 51. Is he agent there yet?—A. No, sir. His accounts became badly involved and he was unable himself to make them up, and I saw that the only way to settle his accounts was to send some competent person to do it.

Q. 52. Is that clerk employed in the Department now?—A. Yes, sir. It is a common practice to send out clerks to settle the accounts of agents.

Q. 53. How did this gentleman succeed in settling Douglass's accounts?—A. They are not settled yet, though I think they are all in.

Q. 54. Did you cause to be erected many buildings for the Indians?—A. Yes, sir.

Q. 55. About how many?—A. I should say nearly two hundred.

Q. 56. Were they erected at Government expense?—A. Most of them were. Some were erected in part or entirely at the expense of the Indians themselves. Where I could get any of them to bear any share of the expense, I always did so.

Q. 57. What position is Douglass holding now?—A. None that I know of.

Q. 58. Who is the present agent out there?—A. Stowe.

Q. 59. Mr. Smith, I will read an extract from a report of the condition of the Chippewa Indians, made under authority of the legislature of Minnesota, and you can then make such comments on it as you deem proper by way of reply. "It is also charged directly, and I believe it susceptible of proof, that several of the buildings upon the White Earth reservation, built partly with the labor of mixed-bloods who mainly built them, were, by a late agent, now holding a high position under the Government, charged to the persons who built them and pay demanded therefor by the agent; that being without money with which to satisfy the demand, these mixed-bloods, upon the urgent request of the agent, delivered to him, in payment of their houses, Red Lake Half-Breed scrip, issued to them under the treaty of April 12, 1864. The Indians further complain that goods and provisions, which, by the treaties, belonged to them, have been made subjects of traffic by some of the agents, and they required to pay exorbitant prices for what was their own without price, thus not only robbing them but making them pay for the theft."—A. Something of that is true and some is not. The impression sought to be created (by the parties who gave the information) is utterly false.

Q. 60. State what part is true.—A. It is true, in one case, possibly in two, and I don't know but that it may be true in three cases, that I assisted a half-breed in building his house, and took the money or a portion of the money received from the sale of his scrip to pay in part the bills due on it. That part is probably true, though in fact I have no recollection of it. The arrangement, however, was made to that effect between the Indian and myself for his benefit; and every dollar in my hands was used for their benefit.

Q. 61. What authority had you for demanding any part of the sale of this scrip?—A. I did not demand anything at all; it is not true that I did.

Q. 62. Did you request them to do it?—A. No, sir; I was requested by them to take the scrip and use it in the building of their houses, and it was done kindly on my part and without objection on theirs.

Q. 63. I will read further: "The Indians complain that by the conditions of the treaties they are entitled to a specific sum of money, and that the agent has no right, without their consent, to appropriate or dispose of this money otherwise than in the manner required by the treaty; and that the investment of this money by the agent is an unauthorized assumption and to their prejudice; that they should be allowed to at least direct *how* their money

should be expended, and be permitted to share the *profits* of the investment if deprived of the use of the principal."—A. If that is designed as a reference to me, it is absolutely false.

Q. 64. Is it true as to anybody else?—A. I have reason to think that it is not. The Indians are always ready to grumble, do what you will for them. I put them to work whenever I could, and whenever they have to work they are very certain to grumble.

Q. 65. You thought they ought to be made to earn their annuities?—A. Yes, sir.

Q. 66. Can you refer me to any stipulation in any treaty requiring that?—A. I can refer to acts of Congress, I think, in support of it. The idea has been to do the very best thing possible for the Indians, and I thought the best thing that could be done was to make them useful to themselves.

Q. 67. I will read another extract: "It has been the practice during the last year for the local agents, under instructions from the present Commissioner of Indian Affairs, to withhold a portion of the *money* due the Indians as a part of their annuities under their treaties, and expend the amount so withheld for such purposes as the agent in charge may deem to the interest of the Indians, and this, too, without consulting or advising with them."—A. I presume that is true, in part, and in accordance with the treaty. There is a provision in that treaty allowing the retention under certain conditions of a portion of the annuity. But I do not recollect giving the instructions to any of the agents.

Q. 68. Did not that give general cause of complaint?—A. Yes, sir; when anybody was there to make a fuss, outsiders, traders, and so on who wanted to handle their money. But the Indians improved under it, and became more civilized under it. That policy has done more to civilize them in a few years than all the work for forty years before. The complaints of the Indians are frequently magnified by outsiders.

Q. 69. You have stated that agents were authorized to require the Indians to work for a portion of their annuities. Please state your authority for that assertion—A. The law was enacted, I think, in 1874, and re-enacted in 1875 in the appropriation bills.

Q. 70. Do you know anything about contracts made by agents or the Commissioner of Indian Affairs for the sale of pine lumber on this reservation?—A. No, sir; not on the Chippewa reservation, but on several of the others.

Q. 71. State what they were.—A. A contract was made by direction of Commissioner Walker with A. H. Wilder for timber on Leech Lake reservation, belonging to the Chippewas.

Q. 72. When was that made?—A. In 1872.

Q. 73. Was there any contract made by you, or under your direction, with any person, while you were Commissioner?—A. I think not, sir.

Q. 74. Were any contracts made for timber of any sort, either by you or by your agents with instructions from you?—A. I don't recall any. I think not, unless you refer to that with A. H. Wilder.

Q. 75. Do you know of any timber on any Indian lands having been cut and removed while you were Commissioner?—A. Yes, sir; I think on some. It was done in Oregon and Washington, and also under a contract in Wisconsin, made by Commissioner Walker, and possibly from the Stockbridge reservation in Wisconsin.

Q. 76. By what authority was this done?—A. I do not know, sir. That is for the Department of the Interior to answer. They have the authority of precedent for the last twenty years or more.

Q. 77. While you were agent of Chippewa Indians, did you counsel them in regard to improvements, such as buildings, &c.?—A. I would do so whenever I thought it wise or necessary.

Q. 78. But you did not when you thought it was wise yourself?—A. No, sir; I did not ask their advice then.

Q. 79. That would probably be perfectly proper generally; but when you were spending their money, did you not think it proper to consult them as to their wishes in the matter?—A. I spent only the money of the Government in this way—the money appropriated for beneficial purposes, and not called for by treaty.

Q. 80. Do I understand you that there never was any portion of their annuities withheld?—A. Yes, sir. A portion was withheld by me, and spent for their benefit, and the same course was pursued by a subsequent agent. That was held under the law or treaty providing that the President could do so for their benefit.

Q. 81. What was the date of that treaty?—A. I think it was dated 1864; a treaty with the Chippewas. That which was withheld was given to them in provisions, and they were not required to work for it.

Q. 82. Was there ever any report made to the Indian Department while you were Commissioner of the timber sold by Mr. Walker?—A. The contract entered into by Walker took all the timber on the reservation.

Q. 83. I speak now of that at Leech Lake.—A. There was never a stick of timber cut at that place.

Q. 84. Was there any cut at White Earth?—A. No, sir; not for sale.

Q. 85. In pursuance of the treaty, did you withhold more than the amount specified by law?—A. I did not withhold as much.

Q. 86. Did you consult the Indians when expending that money?—A. Yes, sir.

- Q. 87. They say you did not.—A. That is not improbable; Indians will lie.
- Q. 88. But this report is made by a State officer.—A. Well, the information comes from the Indians. You can bring forty Indians here, and they will all tell you any story you want.
- Q. 89. What has been the general policy of the agents in managing those Indians, as to trying to cultivate their good feelings and confidence?—A. There are two ways to deal with Indians: The first is, to give all the good things to the chiefs and headmen of the tribe and their "strikers," and you will never have any complaints. The other is, let those who can take care of themselves, and help those who need it, and you are sure to have trouble.
- Q. 90. You regard that as the cause of complaints.—A. Yes, sir, more frequently than any other cause.
- Q. 91. Is it customary to make contracts with the Indians for any purpose?—A. I don't know that it is.
- Q. 92. Contracts for buildings, work, &c.?—A. I don't think it is. Sometimes they are employed to build houses, dig cellars, wells, and so on, by the job.
- Q. 93. Were the Indians consulted by Walker when making the contract with Wilder for the sale of timber?—A. No, sir; I do not suppose they were; he was never there to consult with them, and they were not here.
- Q. 94. Were they consulted through any of his agents?—A. Not for that contract, that I know of. It is child's play to talk to the Indians about business interests, or to make treaties with them, except for the mere purpose of gratifying them. I think that some of the most foolish things the American Congress ever did for the Indians will be found in the treaties made with them.
- Q. 95. What religious denomination has charge of that reservation?—A. The Episcopal.
- Q. 96. Has there not been some trouble between the religious denominations there?—A. Yes, sir; between the Episcopal and Catholic.
- Q. 97. What seems to be the occasion of it?—A. Simply that the Episcopalians were in charge and the Catholics were not.
- Q. 98. What denomination had charge before the Episcopal?—A. The Congregationalists, but the labors of the Episcopal Church for them go back as far as any history I know of. They have done more for them than all the other denominations together. They now have a large school and a hospital, and have spent more than fifty or sixty thousand dollars in cash at that place.
- Q. 99. You say that for the purpose of settling up the account of Douglass, your successor, you found it necessary to send a competent clerk out there?—A. Yes, sir.
- Q. 100. That person was M. S. Cook?—A. Yes, sir.
- Q. 101. Now, Mr. Smith, is that person a lady or gentleman?—A. A lady.
- Q. 102. Is she not related to you?—A. Yes, sir; she is my niece.
- Q. 103. Could you not have obtained the services of a competent gentleman?—A. There is no more competent gentleman in the Indian Bureau.
- Q. 104. I am not asking you that.—A. Not as competent as she is. There is no one who could have done the work as well.
- Q. 105. What was her peculiar fitness?—A. She had been a clerk at that agency for two years and was familiar with the condition of the business.
- Q. 106. Let me ask you if the settlement of the affairs of your successor involved your own affairs?—A. Of course they did, to some extent. I have been doing the work of three men and had but one clerk. The work of three men with three clerks has been required to do it since, and when I came to turn over the business and property to Douglass there was some unfinished work.
- Q. 107. Then in point of fact, her services were as much for the purpose of getting your account straight as his?—A. Not at all. My account was nearly in shape, with the exception of a few details, when I turned over the business to him.
- Q. 108. Did not the condition of your account have something to do with the embarrassments of Douglass?—A. Not in the slightest degree.
- Q. 109. Did you not obtain vouchers for the purpose of settling up your accounts then?—A. I presume so, a few—whatever was needed for the settlement. Some of my accounts are open yet, and I am writing for receipts.
- Q. 110. On account of property?—A. I am not familiar with it personally, but I think for implements such as hoes, axes, grindstones, plows, and so on, left out in making up the receipts; and once where I charged and put in my account ounces instead of pounds in a statement of some drugs or seeds issued, and had to go back and get the receipt again.
- Q. 111. Was it never complained to you by any person, that in most of the reservations there were a great many more Indians on the rolls than really existed?—A. I have heard it so stated as to some.
- Q. 112. Did you investigate the matter?—A. I required the agents to count, or take a census of them. For the Red Cloud agency a special committee was appointed to investigate the matter and ascertain that the statement of over-count was incorrect, and the agent's returns were sustained.

Q. 113. The enrollment, as I understand it, is the census-taking. It is complained that these rolls are false; that the agent, with the contractors or other parties, are carrying out a combination or conspiracy to make the rolls larger, to account for large expenditures never made. Did that committee make any enrollment to ascertain the facts?—A. They could not personally.

Q. 114. How, then, could they verify the count?—A. They took testimony of the parties who took the census. Five competent men, including three Congressmen, went there to settle the matter, and took testimony which established the facts.

Q. 115. What year were the Winnebago Indians removed from Wisconsin to the new reservation in Nebraska?—A. In 1873.

Q. 116. During your administration as Commissioner?—A. Yes, sir.

Q. 117. With whom was the contract for transportation made?—A. I do not know.

Q. 118. Do you not know that Wilder had the contract?—A. I do not; I only know that he had something to do with it.

Q. 119. Were the accounts for expenditures of that removal made to your Department?—A. I suppose they were. That is a matter of record, however; and if so, will be found in the accounts.

Q. 120. Those accounts would show who the contractor was?—A. Yes, sir.

Q. 121. Did the agent make the contract?—A. Yes, he made contracts for all the transportation.

Q. 122. Who was that agent?—A. Hunt. I don't remember his first name. He was the special agent for their removal.

Q. 123. I want to get at what I am advised is a fraud of this character. A certain man in Saint Paul, who kept a restaurant, makes affidavit in a Saint Paul newspaper that the contractor for the removal of the Indians made a bargain with him to feed them at 40 cents a meal, and that he paid him for the actual meals furnished and required him to furnish an account for nine or ten times as many. That is the information I have, and I desire to ask you if you know anything of that matter?—A. No, sir, I do not.

Q. 124. What knowledge have you of the contract for the sale of pine timber in Wisconsin?—A. I have not any, sir; that is, if you ask as to my personal knowledge.

Q. 125. What information have you in regard to it?—A. I have stated that a contract was made with Wilder for pine timber on Leech Lake reservation, and there was also a contract with Rust for timber on the Court d'Oreille reservation in Wisconsin, made with Agent Clark under authority of the Department.

Q. 126. Were these contracts canceled, or still in existence at the time you ceased to be Commissioner?—A. They had been canceled.

Q. 127. How long since?—A. I think in 1874.

Q. 128. State anything that you may know relative to the purchase for the use of the Indians of a patent medicine known as a "Sanitary Specific," patented by one Dr. Dart.—A. Soon after coming into the Indian Office, I think the next day, Mr. Dart came to me with his credentials as to the specific, and urged an appropriation to purchase it for the use of the Indians. After a while, and a good deal of urging, I gave him an order for \$5,000 worth.

Q. 129. Did he deliver the medicine?—A. Yes, sir. And subsequently I had my doubts as to the virtue of it, and the practicability of its use, and became so well satisfied that it was not practicable that I determined not to attempt its use.

Q. 130. Did you have any investigation made prior to the purchase?—A. I took his certificates from surgeons, and examined that given by the Surgeon-General of the Army as to its good effects in some of the hospitals, and also the certificate of the surgeon of the hospital.

Q. 131. You purchased upon these certificates?—A. Yes, sir.

Q. 132. Did they state that they had made a trial of it?—A. Yes, sir.

Q. 133. Upon what ground did you base your change of opinion as to its merits?—A. The Surgeon-General said he had never given any such certificate.

Q. 134. Did you then infer that the doctor had perpetrated a fraud upon you?—A. I think the doctor was mistaken as to facts.

Q. 135. Did you institute proceedings to recover the money?—A. No, sir; the doctor is not worth five cents.

Q. 136. As the money was obtained under what would seem to be false pretenses, were no criminal proceedings put in force to punish him for it?—A. None, sir.

Q. 137. Where is the medicine?—A. In the Indian Office.

Q. 138. All of it?—A. Yes, sir. I think the doctor even now is perfectly satisfied that it is good.

Q. 139. Did it never occur to you that steps ought to be taken to punish Mr. Dart or to recover the sum paid him?—A. No, sir; I believe the man acted in good faith.

Q. 140. Do you consider it good faith in him to impose upon you with false certificates?—A. I don't think they were procured by him in a fraudulent way.

Q. 141. Was the certificate genuine?—A. That I do not know. The Surgeon-General says he has no knowledge of the matter. Dr. Dart claims that the examination was made under his verbal order.

Q. 142. Was the examination made at all?—A. That I do not know. I admit that the purchase was clearly a mistake on my part—that I acted hastily.

Q. 143. Was there not some time intervening after the order was filled before payment was made?—A. Yes, sir; some thirty or sixty days; I don't remember exactly.

Q. 144. You did not, then, discover that the medicine was worthless until after the money was paid?—A. No, sir; I believed it was good, and, on that account, purchased.

Q. 145. From your knowledge of Indian affairs, did you regard such a purchase as a wise one?—A. Certainly. If it could do what I believed it would and what it purported to do, it would be good.

Q. 146. Did the doctor say anything to you of the trouble he had in getting his pay?—A. Yes, sir; he was in to see me often about it.

Q. 147. He makes a statement that, in order to obtain his money, he had to submit to the payment of \$300?—A. Yes, sir; he made the same statement to me.

Q. 148. Do you know that such was really the case?—A. I have no knowledge of it, except what he told me himself. When he made the assertion, I required him to state the whole matter, as his statement was an indirect charge against the Department, and I asked him if the money was paid to any one in my office. He assured me afterward that the money was not paid to any one in the Indian Office. My recollection is that my inquiry related also to the Interior Department. He has since told me, however, that he limited his statement of exoneration from the charge to the Indian Office.

Q. 149. You are quite sure that the medicine is all there?—A. I think it is, sir; though I have never counted it. In reference to the medicine, I would say that at the time of this purchase there was no physician in connection with the Indian Bureau. Now there is—Dr. Curtis. Upon his appointment, I turned the medicine over to him.

Q. 150. Did Dr. Curtis ever make any chemical analysis of the medicine?—A. I don't think he did, but he said it was utterly impracticable to use it.

Q. 151. Were you not in Wisconsin or Minnesota to make arrangements, personally, for the removal of the Winnebago Indians?—A. No, sir; not for the matter of removal, but to counsel with them and obtain their consent to remove.

Q. 152. Did you have any conversation with anybody about their removal?—A. I must have had with several, but I don't remember that I had with any person in particular, except the agent.

Q. 153. Did you have any conversation with Dr. Day about the removal of these Indians?—A. I don't recall it; but if he says so, I presume it is so.

Q. 154. What was the cost of that removal?—A. I don't remember.

Q. 155. The whole cost was reported to the Department?—A. I do not know to which removal you refer, for they have removed several times.

Q. 156. This conversation was in the summer of 1872 or 1873?—A. I have no recollection of it. I should like to see his testimony. [The testimony was here read to witness.]

The WITNESS, (continuing.) In reference to that statement, I would say that it did not cost \$30,000, or anything like it, to remove them, but I do not know what it did cost. The balance of the money was spent for their use after they got to the new reservation. I cannot see how I left that impression on his mind about it taking \$30,000 for the mere removal. I have, however, no recollection of that conversation. The removal didn't cost that sum.

Q. 157. Did you have any conversation with any one in regard to Red Lake half-breed land-scrip?—A. Yes, sir; that is the same scrip I have already spoken of.

Q. 158. Had you any conversation with Fletcher and Loring, in Minneapolis?—A. Yes sir.

Q. 159. What was the substance of that conversation?—A. I had frequent conversations with them, and with many others, in reference to the purchase of the Indians' scrip. There was a great deal of inquiry in reference to it and to these lands on which the scrip would lie.

Q. 160. State all that you know in reference to it.—A. That is all I can state. Loring was one of the parties that furnished money to purchase this scrip. Several others purchased also, but Loring's purchases were the largest. He always complained that I charged him too much for the scrip, and he complains of it to this day. I kept it up, as I have before stated, to a fixed price of \$200. After I left it went down, and can be purchased now for from forty to seventy-five or eighty dollars. The Indian would always apply to me for advice in regard to selling, and I insisted, with those who desired to purchase, upon his having the full value. There has been a great deal of the Lake Superior scrip, which is much more valuable, as the holder can locate it anywhere he pleases—in California if he chooses—which has been sold at from twenty and twenty-five up to eighty dollars, because there was no one to protect the Indians in its sale.

Q. 161. State anything you may know in regard to the transportation of supplies for the Indians up the Missouri River in the summer of 1875.—A. They were transported in good order, and more promptly than they had formerly been. There never had been more satisfactory arrangements. Goods were delivered promptly and in good condition.

Q. 162. Were there not complaints made about the loss of freight in process of transportation?—A. I don't remember that there were. Perhaps a few boxes might have been misplaced.

Q. 163. What was the condition of this business in former years?—A. In 1874 there was

a good deal of delay. The goods were not purchased until very late, and as you cannot ship after October, at which time the goods reach that river, they were delayed, and in many cases the delay was quite serious.

Q. 164. Who had the contract during these two years?—A. I think not the same persons. In 1874 three persons had it; one party would transport them to Sioux City, another up the river, and the third from the river to the reservations. I think the parties were the North Pacific Railroad Company, to Sioux City; Woolworth or Coulson, up the river; and McCay & Co., from the river to the Territory. That is my recollection.

Q. 165. Is it common for agents or other officers to make purchases of supplies in open market without advertising?—A. Yes, sir; under some circumstances.

Q. 166. What emergency do you regard as justifying such an act?—A. When the supplies are required for immediate use, and there is no time to advertise.

Q. 167. You think that would be the only occasion that would justify it?—A. There may be a case where a very small quantity of anything is needed, and the cost of advertising would not be justified, as it would cost as much as the purchase itself. Sometimes articles are required that you cannot specify in an advertisement.

Q. 168. Was any report made by your Department in reference to the fraudulent conduct of any contractor in regard to some four or five thousand bushels of corn, I think at Fort Lincoln?—A. No, sir.

Q. 169. This corn was shipped in Indian sacks, and rejected by the quartermaster's department of General Custer's army?—A. No, sir. It is all news to me. I have never heard of it.

Q. 170. Was the circumstance ever reported to you of the steamer Silver Lake disposing of some Government corn at Fort Berthold?—A. I don't recollect anything of the corn, though I heard something about some flour at that point being disposed of. The report was made by a newspaper correspondent, and the inspector investigated it at once, but found him entirely mistaken.

Q. 171. Who was the inspector?—A. Watkins. He found the agent's conduct entirely correct.

Q. 172. Did you ever hear of a similar transaction at Bismarck?—A. No, sir. There was no agency at Bismarck.

Q. 173. Have you any knowledge of flour or any other supplies being clandestinely taken from Fort Berthold, through the intervention of the agent or any other person, and taken to Fort Belknap and sold to traders?—A. No, sir; unless this is the same transaction I have alluded to. There is no more honorable man in the Government service than Agent Sperry at Fort Berthold.

Q. 174. The complaint is that the flour was sold to a merchant there, and when, subsequently, the affair was discovered, the matter was arranged in some way.—A. The inspector is here now in this city, and he may be able to give full details of it.

Q. 175. What is his address?—A. The Indian Office.

Q. 176. State if you know anything of the blanket-contract awarded in 1875 to Gibson & Tyler, and by whom it was awarded.—A. It was awarded by myself. There were three bidders: Armidon & Co., John Dobson, and Gibson & Tyler.

Q. 177. What had the inspector to say to the blankets of Gibson & Tyler?—A. That some of them were not of the size ordered. They were an inch too short and wide, or an inch too long and narrow, or some such objection. He required them to comply exactly with the specifications. He was instructed that the matter of exact shape was immaterial—of course they were not to be out of all proportion in shape—and full weight was to be required.

Q. 178. Who was the inspector?—A. H. S. Turbell, a dry-goods merchant of New York.

Q. 179. Where was the inspector at that time?—A. At Minneapolis.

Q. 180. Was that when the contract was awarded?—A. No; it was in New York.

Q. 181. Did he not protest against its being made at the time it was?—A. I don't know. The award was made on the advice of the Indian commissioners.

Q. 182. Was it true that they were less than the size required?—A. No, sir; except, perhaps, in form somewhat different. He was a rigid inspector; and if a blanket was an inch too wide or short he would not allow it, though it was all right in regard to weight and quality, and actual size. If a bale of blankets was too light, he would deduct shortage from the total, but would not credit the excess in case it was overweight.

Q. 183. Did you have any correspondence with any person in reference to these blankets other than the inspector?—A. No, sir—yes; the contractor complained to me about his treatment; but I did not receive his letter until after I had instructed the inspector what to do.

Q. 184. Had you any correspondence on this subject with E. A. Hayt or H. S. Turbell?—A. I had correspondence with Turbell, who was the inspector, and subsequently with Hayt.

Q. 185. Is that official correspondence on file?—A. Yes, sir. My final instructions to Turbell were to take the blankets, on well-known mercantile principles, and he took them, charging the contractor for all not up in weight, and giving him no credit for excess.

Q. 186. Was there a contract made for flour last year upon which a Mr. Havens and Mr. Charles were competing bidders?—A. Yes, sir.

- Q. 187. To whom was it awarded?—A. To Mr. Charles.  
 Q. 188. Was he the lowest bidder?—A. Yes, sir.  
 Q. 189. The records show that fact?—A. Yes, sir.  
 Q. 190. Havens insisted that he was the lowest bidder?—A. Yes, sir.  
 Q. 191. You had official correspondence with him on the subject?—A. Yes, sir.

THE LETTING OF TRANSPORTATION CONTRACTS.

Q. 192. The contract let in New York for the transportation of supplies to the Red Cloud, Spotted Tail, and other Indian reservations, has been complained of. Now, did you say before that Indian commission that Kountz had failed to carry out his contracts with the Government?—A. I stated that such was my information.

Q. 193. Who was your informant?—A. My information was derived from General Cowen, in relation to Army contracts.

Q. 194. Did you state to that Indian commission in New York that Mr. Kountz had failed to carry out his former contracts with the Government, and that much of the Indian troubles arose from his neglect to perform what he had agreed to do?—A. No, sir; not to my recollection.

Q. 195. Did you hear it so stated?—A. I did not, sir.

Q. 196. You have stated that the contract at New York was awarded on such evidence as you could get. Did you avail yourself of all the information you could get as to the standing of the bidders?—A. I am not sure that I did. I took certain statements which were positive and authoritative on the subject.

Q. 197. Did you know anything of your own knowledge derogatory to the standing of Mr. Kountz?—A. No, sir; my impression of him was favorable.

Q. 198. Don't you think it would have been proper to have learned facts relative to the standing of Mr. Kountz before throwing out his bid?—A. No, sir; the statements made to me by certain parties were sufficient, and I could not have acted against them.

Q. 199. How did you obtain information as to the standing of C. W. Woolworth?—A. He was known in the Department as a contractor for some time.

Q. 200. He had formerly been a contractor?—A. Yes, sir.

Q. 201. Who did he have to indorse him before the committee?—A. I don't remember, sir.

Q. 202. Was there a contract awarded to a Mr. Cass?—A. There was a contract awarded to the North Pacific Company, of which he was receiver.

Q. 203. Please state why it was awarded to Mr. Cass?—A. He had transportation for the supplies, or control of it, and was the lowest bidder after Kountz.

Q. 204. Were the goods to be transported by rail?—A. Mostly by rail.

Q. 205. Did he have any boats?—A. He had under his control.

Q. 206. What boats were they?—A. I don't know, sir.

Q. 207. Was not the Northern Pacific then connecting with some line of steamers on the Upper Missouri River?—A. They were the year before, and they objected to having anything to do with the river-transportation again, and urged me to call for bids to Bismarck, and then take another line from there, but I declined to do it, because of the difficulty I had the year before with different contractors instead of looking to one only. In this case I allowed the contractor to use his own judgment as to whether he would adopt the railroad or steamboat transportation, merely holding him accountable for any failure or delays until he got the agent's receipt.

Q. 208. Who was the contractor on the Missouri River in 1874?—A. I do not remember. I think it was a steamboat company, of which Woolworth was probably treasurer.

Q. 209. I understood you to say that in 1874 there was some dissatisfaction in regard to these contracts?—A. Yes, sir; some goods got misplaced at Chicago and went off on the Union Pacific to Corinne.

Q. 210. Was that the fault of the contractor?—A. It was hard to determine. It might have been the fault of the shippers.

Q. 211. You knew at the time you awarded this contract in New York that the other contractors had made defaults?—A. No, sir; not defaults at all.

Q. 212. Is not the failure to deliver the goods in time a default?—A. I know that some of the goods were delayed, and that some were not properly delivered, but I don't know whose fault it was. The delay was principally due to the fact that the goods were not purchased in time. If they had reached the river in proper season they would not have been delayed. In some cases the contractors did not furnish them in time.

Q. 213. I have reference now particularly to those goods that the contractors failed to transport in time.—A. There were some boxes of hardware and some bales of blankets that were carried by some mistake to Corinne instead of via Bismarck or Sioux City.

Q. 214. Is that the only case that you know of failure to comply with the contracts for transportation?—A. Yes, sir; the only one.

Q. 215. But there was a failure from some cause in 1874?—A. Yes, sir.

Q. 216. Then why, if Woolworth was, as I understand it, the contractor in that year, which



contract he failed to carry out, did you give him a contract in 1875?—A. I did not think he had defaulted in his contract.

Q. 217. But there was trouble in 1874, was there not?—A. Yes; but it arose from the fact that there were two or three contractors on the same route. There was McCann and the North Pacific, and I am not sure about the other, but think there were at least three of them.

Q. 218. Were there any failures by McCann?—A. I do not know. There were no serious failures on the part of any of them. Only a few boxes were delayed by misshipment at Chicago, but the failure was not sufficient to be regarded as of much importance.

WASHINGTON, D. C., January 26, 1876.

I do solemnly swear that the copies of contracts hereto annexed, are exact copies of contracts made by me personally, as Commissioner of Indian Affairs, with the respective parties therein named; that I made the same fairly, without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to either of the said parties, or any other person; and that the papers accompanying include all those relating to the said contracts, as required by the statute in such case made and provided.

EDW. P. SMITH.

Subscribed and sworn before me this 20th day of January, 1876.

[SEAL.]

THOMAS C. CONNOLLY,

Notary Public.

*Proposals for transportation of Indian goods and supplies.*

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
March 27, 1875.

Sealed proposals, indorsed "Proposals for Transportation," will be received at No. 82 White street, New York, until 12 o'clock m., on Tuesday, the 27th day of April, 1875, (which place will be open for business on and after April 10,) for transporting Indian goods and supplies, as follows:

From New York, Philadelphia, Chicago, Saint Paul, and Sioux City to the following agencies, viz: Santee agency, Nebraska; Yancton, Ponca, Fort Randall, Crow Creek, Standing Rock, Fort Berthold, Red Cloud, and Spotted Tail agencies in Dakota; and to the Crow, Blackfeet, Fort Belknap, and Fort Peck agencies in Montana, and Shoshone agency in Wyoming.

Bids for transportation on the Missouri River will give a uniform rate for the boating season, which will include all the months of the year except November, December, January, February, and March.

Also from New York, Philadelphia, Chicago, and Saint Paul to Sioux City, Omaha, Cheyenne, Sidney, Green River, Saint Louis, and Kansas City.

Also by wagons from Cheyenne and Sidney to the Red Cloud and Spotted Tail agencies, and from Bryan or Green River to Shoshone agency.

Also by wagons from Pueblo, Colo., to Los Pinos agency in Colorado, and to Fort Defiance, New Mexico.

Also from Saint Louis and Kansas City to the Cheyenne and Arapahoe, Kiowa, Quapaw, and Wichita agencies, in the Indian Territory.

The right will be reserved to reject any or all proposals, if such a course should be deemed for the interest of the Government.

All bidders, in cases where the value of the transportation to be performed shall exceed the sum of \$5,000, must accompany their bids with a certified check or draft, payable to the order of the Commissioner of Indian Affairs, upon some United States depository, or upon some one of the following national banks:

Chemical National Bank, New York;

Metropolitan National Bank, New York;

National Bank of Commerce, New York;

Union National Bank, Chicago, Ill.;

National Bank of the State of Missouri, Saint Louis, Mo.,

which check or draft shall not be less than five per centum on the amount of supplies proposed to be furnished; and in case any bidder, on being awarded a contract, shall fail to execute the same with good and sufficient sureties, according to the terms on which his bid was made and accepted, such bidder shall forfeit the amount so deposited to the United States, and the same shall forthwith be paid into the Treasury; but if such contract shall be duly executed as aforesaid, such draft or check so deposited shall be returned to the bidder.

Each bidder must designate his place of business and post-office address, and it is recommended to bidders residing out of New York to furnish a New York reference with their bids, and also their address while in that city.

No bids will be considered from persons who have, in any respect, defaulted in any bid heretofore made.

Each contractor will be required to receipt for all property turned over to him, and will be held on his bond for the exercise of proper care of and diligence in forwarding the same.

Payments will be made on receipts of the respective consignees for the goods and supplies consigned to them.

Bonds will be required in the amount of the bid for the faithful performance of the contract, with two or more sureties, whose sufficiency must be certified to by a United States judge or district attorney.

The bids will be opened at above-named New York office in the presence of the Board of Indian Commissioners and a committee to be designated by the Secretary of the Interior.

Bidders are invited to be present.

EDW. P. SMITH,  
*Commissioner.*

Articles of agreement made and entered into this first day of June, A. D. 1875, by and between Edward P. Smith, Commissioner of Indian Affairs, for and on behalf of the United States of the first part, and G. W. Cass, of the city of New York, acting as receiver of the Northern Pacific Railroad of the second part, witnesseth :

That the said party of the second part agrees to receive in the cities of New York, Philadelphia, and Baltimore, between the date of this agreement and the 30th day of June, 1876, all such goods and supplies as may be purchased by the Indian Department for the fiscal year ending on said 30th day of June, 1876, the same to be shipped in sound and water-proof cars and good, secure boats to the following-named points, and at the rates hereto annexed, viz :

From New York, Philadelphia, and Baltimore to Standing Rock, Cheyenne River, and Fort Berthold Indian agencies, at the rate of \$1.30 per 100 pounds; to the Crow Creek or Upper Missouri Indian agency, at the rate of \$1.20 per 100 pounds, and to the Fort Peck Indian agency, at the rate of \$1.75 per 100 pounds.

From St. Paul, Minnesota, to Standing Rock and Crow Creek or Upper Missouri agencies, at the rate of \$1.10 per 100 pounds; to the Cheyenne River and Fort Berthold agencies, at the rate of \$1.20 per 100 pounds, and to Fort Peck agency, at the rate of \$1.60 per 100 pounds.

From Chicago to the Standing Rock agency, at the rate of \$1.30; to Cheyenne River, Fort Berthold and Crow Creek or Upper Missouri agencies, at the rate of \$1.40 per 100 pounds, and to Fort Peck, at the rate of \$1.80 per 100 pounds.

The said party of the second part also agrees to transport from New York to Du Luth, Minnesota, at the rate of fifty cents per 100 pounds; to Red Cliff, Wisconsin, at the rate of sixty cents per 100 pounds; to Brainerd, Minnesota, at the rate of eighty cents per 100 pounds; to Audubon, Minnesota, at the rate of one dollar per 100 pounds, and to Morris, Minnesota, at the rate of one dollar and twenty-five cents per 100 pounds.

The said party of the second part further agrees to commence the transportation of said goods and supplies as soon as notified by Commissioner of Indian Affairs that said goods are ready for shipment, and to complete said transportation as quickly as possible and without unnecessary delay; said goods and supplies to be turned over as follows, viz :

At the Standing Rock, Cheyenne River, Fort Berthold, Crow Creek, and Fort Peck agencies to the respective agents thereof, in charge of the same, and at Du Luth, Minnesota, Red Cliff, Wisconsin, Brainerd, Minnesota, Audubon, Minnesota, and Morris, Minnesota, to the agents in charge of the respective agencies as shown by directions on the packages shipped to the points named.

In consideration of the faithful performance of this agreement on the part of the party of the second part, the said party of the first part agrees to pay or cause to be paid to the said party of the second part, his heirs, executors, or administrators, for all service rendered under this contract, the rates hereinbefore specified for the transportation from and to the points herein named.

It is agreed, however, that, before the United States shall be bound by this contract, a bond, in the sum of twenty thousand dollars, shall be executed by the said party of the second part, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

It is hereby expressly understood that no member of Congress shall be admitted to any share or part of this contract, or any benefit to arise therefrom, which provision is hereby inserted in compliance with the third section of an act concerning public contracts, approved the 21st of April, 1808, and it is further understood that the provisions contained in the first section of said act are hereby made a part and parcel of this agreement.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

(S'g'd.)

(S'g'd)

In presence of—

GEO. GRAY, as to G. W. Cass, receiver.  
H. DINGMAN, as to E. P. S.

EDW. P. SMITH,  
*Commissioner of Ind. Affairs.*  
G. W. CASS,  
*Receiver Northern Pacific Railroad Comp'y.*

*Bond.*

Know all men by these presents that we, G. W. Cass, receiver, as principal, and George W. Cass, of New York, and Charles B. Wright, of Philadelphia; as sureties, are held and firmly bound unto the United States of America in the sum of twenty thousand dollars, lawful money of the said United States, for which payment, well and truly to be made, we hereby bind ourselves, and each of us, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounden G. W. Cass, receiver, George W. Cass, and Charles B. Wright, their heirs, executors, or administrators, or any of them, shall observe, perform, and fulfill, all and singular, the covenants and agreements mentioned and contained in a certain contract of date June 1st, 1875, between the United States, by Edward P. Smith, Commissioner of Indian Affairs, and the said G. W. Cass, as receiver of the Northern Pacific Railroad, then, in that case, this obligation shall be null and void; otherwise to remain in full force and virtue.

In testimony whereof we have hereunto set our hands and seals this sixth day of September, A. D. 1875.

(S'g'd)

G. W. CASS,  
*Receiver.*

(S'g'd)

G. W. CASS.

(S'g'd)

C. B. WRIGHT.

In presence of—  
(S'g'd) GEO. GRAY.

U. S. ATTORNEY OFFICE,  
SOUTHERN DISTRICT OF NEW YORK,  
New York, 17th Sept., 1875.

I hereby certify that in my opinion the above-named sureties are good and sufficient for the amount of the foregoing obligation, namely, twenty thousand dollars.

(S'g'd)

GEORGE BLISS,  
*U. S. Attorney.*

Articles of agreement made and entered into this 4th day of June, A. D. 1875, by and between Edward P. Smith, Commissioner of Indian Affairs, for and on behalf of the United States, of the first part, and Lord and Williams, of the city of New York, of the second part, witnesseth:

That the said party of the second part agrees to receive, in the cities of New York, Philadelphia, and Baltimore, between the date of this agreement and the 30th day of June, 1876, such goods and supplies as may be purchased by the Indian Department for the fiscal year ending June 30th, 1876, the same to be shipped in sound and water-proof cars and good covered wagons to the following-named points, and at the rates hereto annexed, viz:

From New York, Philadelphia, and Baltimore to the Camp Apache and Chiricahua Indian agencies, in Arizona, at the rate of eleven cents per pound; and from same points to the San Carlos Indian agency, in Arizona, at the rate of twelve cents per pound.

The said party of the second part further agrees to commence the transportation of said goods and supplies as soon as notified by the Commissioner of Indian Affairs that said goods are ready for shipment, and to complete transportation as quickly as possible and without unnecessary delay, said goods and supplies to be turned over to the respective agents at the agencies above named.

In consideration of the faithful performance of this agreement on the part of the party of the second part, the said party of the first part agrees to pay or cause to be paid to the said party of the second part, his heirs, executors, or administrators, for all service rendered under this contract, the rates hereinbefore specified for the transportation from and to the points herein named.

It is agreed, however, that before the United States shall be bound by this contract, a bond in the sum of twenty thousand dollars shall be executed by the said party of the second part, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

It is hereby expressly understood that no member of Congress shall be admitted to any share or part of this contract, or any benefit to arise therefrom, which provision is hereby inserted in compliance with the third section of an act concerning public contracts, approved the 21st of April, 1808; and it is further understood that the provisions contained in the first section of said act are hereby made a part and parcel of this agreement.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

EDWARD P. SMITH,  
*Comsr. of Indian Affairs.*  
LORD AND WILLIAMS.

Signed in presence of—  
Witness: H. R. CLUM, as to E. P. S

*Bond.*

Know all men by these presents that we, Horace B. Claflin and Horace K. Thurber, are held and firmly bound unto the United States of America in the sum of twenty thousand dollars lawful money of the said United States, for which payment well and truly to be made we hereby bind ourselves and each of us, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounden Lord and Williams, their heirs, executors, or administrators, or any of them, shall observe, perform, and fulfill all and singular the covenants and agreements mentioned and contained in a certain contract of date herewith, between the United States, by Edward P. Smith, Comsr. of Indian Affairs, and the said Lord and Williams, then and in that case this obligation shall be null and void; otherwise to remain in full force and virtue.

In testimony whereof we have hereunto set our hands and seals this — day of ——— 1875.

H. B. CLAFLIN. [SEAL.]  
HORACE K. THURBER. [SEAL.]

Witness:  
W. H. HUMPHREY.

STATE OF NEW YORK,  
*City & County of New York, ss:*

On this 4th day of June, 1875, personally appeared before me Horace B. Claflin & Horace K. Thurber, to me known to be the parties described in and who executed the above instrument and acknowledge that they executed the same for the purposes therein mentioned.

In witness whereof I hereunto affix my hand and national seal.  
[SEAL.]

W. H. HUMPHREY,  
*Notary Public Kings & New York Counties.*

Articles of agreement made and entered into this 12th day of May, A. D. eighteen hundred and seventy-five, by Edward P. Smith, Commissioner of Indian Affairs, for and in behalf of the United States, of the first part, and Marcus Brunswick, of Las Vegas, New Mexico, party of the second part, witnesseth:

That the said party of the second part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the first part to receive in the cities of New York, Philadelphia, Baltimore, and St. Louis, all goods and supplies for the Indian service that may be consigned to him until the close of the fiscal year ending June 30th, 1876, and to transport the same without unnecessary delay, in good water-proof cars and well-covered wagons, to the Los Pinos Indian agency, Colorado Territory, and to Fort Defiance, New Mexico Territory.

The party of the first part agrees to pay, or cause to be paid, to the party of the second part, his heirs, executors, or administrators, for all such transportation at the rate of nine cents per pound from New York, Philadelphia, Baltimore, and St. Louis to the Los Pinos Indian agency, C. T., and at the rate of ten and one-half cents per pound from New York, Philadelphia, Baltimore, and St. Louis to Fort Defiance, N. M., payment to be made on presentation at the Office of Indian Affairs of the receipt of the agent to whom the goods are consigned after they shall have been properly approved according to law.

It is agreed, however, that before the United States shall be bound by this contract, a bond in the sum of fifty thousand dollars shall be executed by the said party of the second part, with two or more good and sufficient sureties, which bond shall be conditioned for the faithful performance of this contract by the said party of the second part.

It is hereby expressly understood that no member of Congress shall be admitted to any share or part of this contract, or any benefit to arise therefrom, which provision is inserted in compliance with act of Congress approved April 21st, 1868.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

EDW. P. SMITH, [L. S.]  
*Comsr. of Indian Affrs.*  
MARCUS BRUNSWICK. [L. S.]

*Bond.*

Know all men by these presents that we, Marcus Brunswick, of Las Vegas, New Mexico, as principal, and Andres Dold, of 220 East 60th, and L. Levenson, of 48 West 50th st., all of New York City, as sureties, are held and firmly bound unto the United States of America in the sum of fifty thousand dollars, lawful money of the said United States, for which payment well and truly to be made we hereby bind ourselves, and each of us, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounden Marcus Brunswick, his heirs, executors, or administrators, or any of them, shall observe, perform, and fulfill all and singular the covenants and agreements mentioned and contained in a contract of even date herewith, between the United States, by Edward P. Smith, Commissioner of Indian Affairs, and the said Marcus Brunswick, then and in that case this obligation shall be null and void; otherwise, to remain in full force and virtue.

In testimony whereof we have hereunto set our hands and seals this 12th day of May, A. D. 1875.

MARCUS BRUNSWICK. [L. S.]  
ANDRES DOLD. [L. S.]  
L. LEVENSON. [L. S.]

OFFICE OF U. S. ATTY., S. D. OF N. Y.,  
New York, May 12th, 1875.

I certify that Andres Dold and L. Levenson, the sureties to the foregoing bond, are residents of the city of N. Y., and in my opinion good and sufficient sureties for the amount thereof.

GEORGE BLISS,  
U. S. Atty., S. D. of N. Y.

Articles of agreement made and entered into this first day of June, A. D. 1875, by and between Edward P. Smith, Commissioner of Indian Affairs, for and on behalf of the United States, of the first part, and Spiegelberg Bros., of the city of New York, of the second part, witnesseth:

That the said party of the second part agrees to receive, in the cities of New York, St. Louis, Philadelphia, and Baltimore, between the date of this agreement and the 30th day of June, 1876, all such goods and supplies as may be purchased by the Indian Dept. for the fiscal year ending on said 30th day of June, 1876, the same to be shipped in sound and water-proof cars and good covered wagons to the following-named points in New Mexico, and at the rates hereto annexed, viz:

From New York, Philadelphia, Baltimore, and St. Louis to the Mescalero Apache agency, New Mexico, (Fort Stanton,) at the rate of eight and one-half cents per pound; to Southern Apache agency, New Mexico, (Ojo Caliente,) at the rate of ten and one-half cents per pound; to the Cimarron Indian agency, New Mexico, at the rate of six cents per pound; and to the Abiquiu agency, New Mexico, (Tierra Amarilla,) at the rate of eight cents per pound.

The said party of the second part further agrees to commence the transportation of said goods and supplies as soon as notified by the Commissioner of Indian Affairs that said goods are ready for shipment, and to complete said transportation as quickly as possible, and without unnecessary delay, said goods and supplies to be turned over as follows, viz, to the respective agents in charge of the agencies named above.

In consideration of the faithful performance of this agreement on the part of the party of the second part, the said party of the first part agrees to pay, or cause to be paid, to the said party of the second part, his heirs, executors, or administrators, for all service rendered under this contract the rates hereinbefore specified for the transportation from and to the points herein named.

It is agreed, however, that before the United States shall be bound by this contract, a bond, in the sum of twenty thousand dollars, shall be executed by the said party of the second part, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract in all its particulars, by the said party of the second part.

It is hereby expressly understood that no member of Congress shall be admitted to any share or part of this contract, or any benefit to arise therefrom, which provision is hereby inserted in compliance with the third section of an act concerning public contracts approved the 21st of April, 1808; and it is further understood that the provisions contained in the first section of said act are hereby made a part and parcel of this agreement.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

EDW. P. SMITH,  
Comm'r of Ind. Affrs.  
SPIEGELBERG BROS. [SEAL.]

Signed in presence of—  
H. R. CLUM, as to E. P. S.

BOND.

Know all men by these presents that we, Spiegelberg Bros., of New York, as principals, and Albert A. Levi, of New York, and Edward Wise, of New York, as sureties, are held and firmly bound unto the United States of America in the sum of twenty thousand dollars, lawful money of the said United States, for which payment well and truly to be made we hereby bind ourselves, and each of us, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounden Spiegelberg Bros.,

their heirs, executors, or administrators, or any of them, shall observe, perform, and fulfill all and singular the covenants and agreements mentioned and contained in a certain contract of even date herewith, between the United States, by Edward P. Smith, Commissioner of Indian Affairs, and the said Spiegelberg Bros., then and in that case this obligation shall be null and void; otherwise to remain in full force and virtue.

In testimony whereof we have hereunto set our hands and seals this 7th day of June, A. D. 1875.

SPIEGELBERG BROS., [L. s.]  
By LEVI SPIEGELBERG.  
ALBERT LEVI. [L. s.]  
EDWARD WISE. [L. s.]

SOUTHERN DIST. OF NEW YORK, ss :

On this seventh day of June, 1875, personally appeared before me Levi Spiegelberg, a member of the firm of Spiegelberg Bros., Albert A. Levi, and Edward Wise, whose names are subscribed to the annexed bond, and who signed the same in my presence, and acknowledged to me that they executed the same for the uses and purposes therein mentioned.

R. E. STILWELL,

*U. S. Commissioner for the Southern District of New York.*

SOUTHERN DISTRICT OF NEW YORK, ss :

We, Levi Spiegelberg, Albert A. Levi, and Edward Wise, being severally sworn, do each for himself depose and say that they reside in the city of New York, and are severally worth the sum of twenty thousand dollars over and above all their just debts and liabilities.

LEVI SPIEGELBERG.  
ALBERT A. LEVI.  
EDWARD WISE.

Subscribed and sworn to before me this 7th June, 1875.

R. E. STILWELL,

*U. S. Com'ss'r for Southern Dist. of N. Y.*

UNITED STATES OF AMERICA,

*Southern District of N. Y., ss :*

I, Kenneth G. White, clerk of the circuit court of the United States of America for the southern district of N. Y., second circuit, do hereby certify that I am well acquainted with the handwriting of R. E. Stilwell, whose name is subscribed to the annexed certificates, and that the signature to the same is in his proper handwriting; and I do further certify that he was, at the time of signing the same, a United States commissioner, duly appointed by the circuit court of the United States of America for the southern dist. of New York, second circuit.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the said circuit court this 7th day of June, in the year of our Lord one thousand eight hundred and seventy-five, and of the Independence of these United States the ninety-ninth.

[SEAL.]

KENNETH G. WHITE, *Clerk.*

Articles of agreement made and entered into this 13th day of May, eighteen hundred and seventy-five, by and between Edward P. Smith, Commissioner of Indian Affairs, for and in behalf of the United States, of the first part, and Charles D. Woolworth, of Sioux City, Iowa, of the second part, witnesseth :

That the said party of the second part agrees to transport from Sioux City to the places and at the rates hereinafter named, all the goods and supplies of the Indian Department that may be purchased for the fiscal year ending June 30th, 1876, and ready for shipment during the months of July, August, September, and October, 1875, and April, May, and June, 1876, as follows: From Sioux City to Santee agency, 35c. pr. 100 lbs.

|                                 |      |                 |
|---------------------------------|------|-----------------|
| From Sioux City to Ponca agency | 40c. | per 100 pounds. |
| “ “ Santee                      | 35c. | “ “             |
| “ “ Yankton                     | 50   | “ “             |
| “ “ Fort Randall                | 60   | “ “             |
| “ “ Brulé                       | 80   | “ “             |
| “ “ Cheyenne                    | 1.10 | “ “             |
| “ “ Standing Rock               | 1.20 | “ “             |
| “ “ Fort Berthold               | 1.40 | “ “             |
| “ “ Fort Peck                   | 2.00 | “ “             |

|  |                         |        |              |
|--|-------------------------|--------|--------------|
| From New York, Philadelphia, and Baltimore | to Sioux City           | 80c.   | pr. 100 lbs. |
| “ “ “ “ “ “                                | to Santee agency        | \$1.15 | pr. 100 lbs. |
| “ “ “ “ “ “                                | to Ponca agency         | 1.20   | “            |
| “ “ “ “ “ “                                | to Yankton              | 1.30   | “            |
| “ “ “ “ “ “                                | to Crow agency, Montana | \$6.05 | “            |
| “ “ “ “ “ “                                | to Blackfoot            | 4.55   | “            |
| “ “ “ “ “ “                                | to Fort Belknap         | 4.56   | “            |

From Chicago & St. Paul to Sioux City 40c. per 100 lbs.

In the event of the party of the second part transports any goods or supplies from New York, Philadelphia, or Baltimore to any other of the agencies on the Missouri River than Santee, Ponca, or Yankton, the rate for such transportation shall be the same as above named from Sioux City to such agencies, with an addition of eighty cents per 100 lbs., and from Chicago or St. Paul at forty cents per 100 lbs. additional.

The said party of the second part further agrees to receive said goods and supplies at either of the points of shipment above mentioned, whenever the same shall be ready for shipment, and to transport the same to destination without any unnecessary delay. In consideration of the faithful performance of this agreement on the part of the party of the second part, the said party of the first part agrees to pay or cause to be paid to the said party of the second part, his heirs, executors, and administrators, for all services rendered under this contract in accordance with the rates above designated, on the presentation at the office of the Indian Department in Washington, D. C., of receipted bills of lading signed by the Indian agents stationed at the points named respectively.

It is, however, further agreed that, before the United States shall be bound by this contract, a bond, in the sum of fifty thousand dollars, shall be executed by the said party of the second part, with two or more good and sufficient sureties, the said bond to be conditioned for the faithful performance of this contract in all its particulars by the said party of the second part.

It is hereby expressly understood and agreed that no member of Congress shall be admitted to any share or part of this contract or any benefit to arise therefrom, which provision is hereby inserted in compliance with the 3d section of an act concerning public contracts, approved the 21st day of April, 1808; and it is therefore understood that the provisions of the first section of said act are hereby made a part and parcel of this contract.

In witness whereof the parties hereto have hereunto set their hands and seals on the day and date first above written.

EDWARD P. SMITH,  
*Comm'ss'r Ind. Aff'rs.*  
CHAS. D. WOOLWORTH.

Witness to signatures:

H. R. CLUM, as to E. P. S.  
JOHN H. CHARLES,  
*Sioux City, Iowa.*  
W. S. JOHNSON.

BOND.

Know all men by these presents that we, Charles D. Woolworth, as principal, and John H. Charles, A. Groninger, James A. Sawyer, & H. D. Booge, all of Sioux City, Iowa, as sureties, are held and firmly bound unto the United States of America, in the sum of fifty (\$50,000) thousand dollars, lawful money of the said United States, for which payment, well and truly to be made, we hereby bind ourselves and each of us, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if the above bounden Charles D. Woolworth, of Sioux City, Iowa, his heirs, executors, or administrators, or any of them, shall observe, perform, and fulfill all and singular the covenants and agreements mentioned and contained in a certain contract of even date herewith, between the United States, by Hon. Edward P. Smith, Com'ss'r of Indian Affairs, and the said Chas. D. Woolworth, then and in that case this obligation shall be null and void; otherwise to remain in full force and virtue.

In testimony whereof we have hereunto set our hands and seals this thirteenth day of May, A. D. 1875.

CHARLES D. WOOLWORTH. [L. S.]  
JOHN H. CHARLES. [L. S.]  
A. GRONINGER. [L. S.]  
JAMES A. SAWYER. [L. S.]  
H. D. BOOGE. [L. S.]

Witness to signatures:

W. S. JOHNSON.  
R. B. THURSTON.

I certify that the above-named sureties are amply sufficient for the amount of the foregoing obligation.

WM. POUND,  
*U. S. Attorney Dist. of Dakota Terr.*

YANKTON, date May 24, 1873.

Articles of agreement made and entered into this 25th day of May, A. D. 1875, by and between Edward P. Smith, Commissioner of Indian Affairs, for and in behalf of the United States, of the first part, and D. J. McCann, of Nebraska City, Nebraska, of the second part, witnesseth :

That the said party of the second part agree to receive in the cities of New York, Philadelphia, Chicago, Baltimore, Saint Louis, Saint Paul, Sioux City, and Kansas City, between the date of this agreement and the 30th day of June, 1876, all such goods and supplies as may be purchased by the Indian Department for the fiscal year ending on said 30th day of June, 1876, the same to be shipped in sound and water-proof cars and good covered wagons to the following named points, and at the rates hereto annexed, viz: From New York, Philadelphia, and Baltimore, to Sioux City, Iowa, at the rate of seventy-five cents per 100 pounds.

From New York, Philadelphia, and Baltimore to Omaha, Nebraska, at the rate of sixty cents per 100 pounds.

From New York, Philadelphia, and Baltimore to Green River, Wyoming, at the rate of three dollars and thirty cents per 100 pounds and from same points to Kansas City at the rate of fifty cents per 100 pounds.

From New York, Philadelphia, and Baltimore to Cheyenne, Wyoming, or Sidney, Nebraska, at the rate of one dollar and five cents per 100 pounds; from Chicago to same points one dollar and two cents per 100 pounds, and from Sioux City to same points one dollar and thirty-one cents per 100 pounds, and from Saint Paul to same points one dollar and seventy-six cents per 100 pounds.

From New York, Philadelphia, and Baltimore to the Shoshone and Bannock agency, Wyoming, at the rate of five dollars and eighty cents per 100 pounds; from Chicago to same point at five dollars and forty-five cents per 100 pounds; from Saint Paul, Minn., to same point at five dollars and forty cents per 100 pounds; and from Sioux City, Iowa, to same point at the rate of five dollars and ten cents per 100 pounds; also from Bryan, Wyoming, or Green River, Wyoming, to the same point at two dollars and twenty cents per 100 pounds.

From New York, Philadelphia, and Baltimore to the Red Cloud agency, at the rate of two dollars and seventy cents per 100 pounds, and from same points to the Spotted Tail agency at the rate of two dollars and seventy-five cents per 100 pounds.

From Cheyenne, Wyoming, or Sidney, Nebraska, to the Red Cloud agency, at the rate of one dollar and sixty-five cents per 100 pounds, and from same points to the Spotted Tail agency at the rate of one dollar and seventy-five cents per 100 pounds.

The said party of the second part also agrees to transport from New York, Philadelphia, and Baltimore, to the White River agency, Colorado, at the rate of eight dollars and eighty cents per 100 pounds, and from Rawlin's Station, Union Pacific Railroad, to the White River agency, at the rate of five dollars per 100 pounds.

From New York, Philadelphia and Baltimore, to Carter Station, Union Pacific Railroad, at the rate of three dollars and eighty cents per 100 pounds, and from same points to Uintah Valley agency, Utah, at the rate of seven dollars and seventy cents per 100 pounds; also from Carter Station, Union Pacific Railroad, to the Uintah Valley agency, Utah, at the rate of three dollars and ninety cents per 100 pounds.

From St. Louis, Missouri, to the Arapahoe and Cheyenne, Kiowa and Wichita agencies, at the rate of two dollars and forty-five cents per 100 pounds, and from Kansas City to the same points at the rate of two dollars per 100 pounds.

The said party of the second part further agrees to commence the transportation of said goods and supplies as soon as notified by the Commissioner of Indian Affairs that said goods are ready for shipment, and to complete said transportation as quickly as possible, and without unnecessary delay; said goods and supplies to be turned over as follows, viz :

At Sioux City, to the agent for the Winnebago Indians; at Omaha, to the superintendent of Indian affairs for the northern superintendency; at Kansas City, to D. J. McCann, freight contractor; at Cheyenne or Sidney, to the store-keeper of the Red Cloud agency; at Green River and Carter Station, to D. J. McCann, freight contractor; and at the Red Cloud, Spotted Tail, Arapahoe and Cheyenne, Kiowa, Wichita, Shoshone and Bannock, White River and Uintah Valley Indian agencies, to the respective agents in charge of the same.

In consideration of the faithful performance of this agreement on the part of the party of the second part, the said party of the first part agrees to pay or cause to be paid to the said party of the second part, his heirs, executors, or administrators, for all service rendered under this contract the rates hereinbefore specified for the transportation from and to the points herein named.

It is further agreed that in case any one or more of the wagon-trains of the said party of the second part shall be delayed by authority of any Government officer or agent at any place between Cheyenne, Wyoming or Sidney, Nebraska, and the Red Cloud and Spotted Tail agencies, or between Rawlin's Station, Union Pacific Railroad, and the White River agency, or between Carter Station, Union Pacific Railroad and the Uintah Valley agency or Kansas City, and the Arapahoe and Cheyenne, Kiowa and Wichita agencies, for any time exceeding two days, the party of the first part shall pay or cause to be paid to the party of the second part, upon a statement in writing from the officer or agent causing the delay,



setting forth the reasons or cause for issuing such orders, the sum of two dollars per diem for each and every yoke of cattle or span of mules in the train, for each and every day they may be delayed.

It is further agreed that in case the officer or agent aforesaid of the Government shall refuse to furnish the statement in writing above referred to, then the delay shall be paid for as above, on the affidavits or other satisfactory evidence of two or more credible and competent witnesses.

It is further agreed that before the United States shall be bound by this contract, a bond, in the penal sum of forty thousand dollars, lawful money of the United States, shall be executed by the said party of the second part, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract, in all its particulars, by the said party of the second part.

It is hereby expressly understood that no member of Congress shall be admitted to any share or part of this contract, or any benefit to arise therefrom, which provision is hereby inserted in compliance with the 3rd section of an act concerning public contracts, approved the 21st of April, 1808, and it is further understood that the provisions contained in the first section of said act are hereby made a part and parcel of this agreement.

In witness whereof the parties hereto have hereunto set their hands and seals this 25th day and year last above written.

EDWARD P. SMITH,  
*Commissioner of Indian Affairs.*  
D. J. McCANN.

Witness:

JAS. T. K. PLANT, as to D. J. McC.

BOND.

Know all men by these presents that we, D. J. McCann, of Nebraska City, Nebraska, as principal, and L. M. Black, of Bozeman, Montana, and R. O. Adams, of Omaha, Neb., as sureties, are held and firmly bound unto the United States of America, in the sum of forty thousand (\$40,000) dollars, lawful money of the said United States, for which payment well and truly to be made we hereby bind ourselves and each of us, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if the above bounden D. J. McCann, his heirs, executors, or administrators, or any of them, shall observe, perform, and fulfill all and singular the covenants and agreements mentioned and contained in a certain contract even date herewith, between the United States, by Edward P. Smith, Commissioner of Indian Affairs, and the said D. J. McCann, then and in that case this obligation shall be null and void; otherwise to remain in full force and virtue.

In testimony whereof we have hereunto set our hands and seals this 25th day of May, A. D. 1875.

D. J. McCANN. [SEAL.]  
L. M. BLACK. [SEAL.]  
R. O. ADAMS. [SEAL.]

DISTRICT OF COLUMBIA,

*County of Washington, ss:*

Personally appeared before me, a notary public in and for the District of Columbia, L. M. Black, of Bozeman, Montana, who, being duly sworn, deposes and says he is worth the sum of forty thousand dollars, over and above all just debts and liabilities.

L. M. BLACK.

Sworn to and subscribed before me this 25th day of May, A. D. 1875.

[NOTARIAL SEAL.]

JAS. T. K. PLANT,  
*Notary Public.*

DISTRICT OF COLUMBIA,

*County of Washington, ss:*

Personally appeared before me, a notary public in and for the District of Columbia, R. O. Adams, of Omaha, Nebraska, who, being duly sworn, deposes and says he is worth the sum of ten thousand dollars, over and above all just debts and liabilities.

R. O. ADAMS.

Subscribed and sworn to before me this 26th day of May, A. D. 1875.

[NOTARIAL SEAL.]

JAS. T. K. PLANT,  
*Notary Public.*

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., February 28, 1876.

JAMES M. EBY sworn.

Question. State your age, residence, and occupation.—Answer. I am forty-two years of age, nearly; Washington, D. C.; I have no particular occupation just now, but have lately been a clerk in the Indian Office.

Q. How long were you engaged as clerk in that Office?—A. About ten years.

Q. This investigation is for the purpose of inquiring into the condition of the Indian Department, the conduct of its officers, &c.; now, I will ask you to state, in a general way, what you know of the management of its affairs.—A. What I know is more a matter of record than of personal knowledge or recollection, though there are some things I had a personal connection or acquaintance with, and I have a recollection of them. Such, for instance, as the Gibson & Tyler contract at Minneapolis; the complaint of Havens, who charged that he was the lowest bidder for the contract for furnishing flour during the present fiscal year, 1875-'76. I know of some diversions of funds from their legitimate purposes, &c.

Q. As to this Gibson & Tyler contract, you know that this contract was let?—A. Yes, sir.

Q. By whom was a complaint made about it?—A. In the matter of the Gibson & Tyler contract I don't know of any complaint personally, but I did in the Havens matter. In that case he had made a proposition to furnish the flour, but the contract was awarded to J. H. Charles. Havens declared himself to be the lowest bidder, and there was some correspondence upon the subject. He declared that the proposals on file in the Department would show that fact.

Q. You only know such matters personally as are shown by the correspondence in the Office?—A. Yes, sir; in that particular contract.

Q. Do you know of any reason why the contract was not awarded to Havens?—A. Only general surmises; I have no knowledge about it personally. The bids and correspondence in the case would show the entire thing. In one case I know of money being paid to a man that I didn't think he should have had, a man named Boston, for doing some copying. He was sent to me by the Commissioner of Indian Affairs, Mr. Smith, with directions from the Commissioner that I should place him at work copying records, which I did. Finally, as he seemed to be very slow, and his handwriting was not satisfactory, the Commissioner discharged him, and he came to me and informed me, I believe, of it himself. I was directed to make out his account, and I told him that he had better go up and get the Commissioner to do it; but he came back and said that I was to make it out. I carried out the account, averaging it at 10 cents a hundred words, and it came to some fourteen or fifteen dollars. He was dissatisfied with that, and I told him that he must see the Commissioner; that if he was disposed to be liberal he might stretch the work to as much as twenty or twenty-two dollars. When Smith saw the total of the account he said, "Why, he owes me \$45; how shall I get even with him?" and said I should make out the voucher for that amount. McGraw made out the voucher for that amount, and drew the money, and told me to pay the money to Smith. Boston had told me that Smith had loaned him \$45.

Q. Who had charge of the work done by Boston?—A. I don't know whether I had charge of it or not.

Q. What was the character of that work?—A. It was just copying, simply.

Q. Who made out the account?—A. Mr. McGraw, the clerk up stairs, who generally made out vouchers.

Q. Did Mr. McGraw have any data before him by which he would know how to make out the account?—A. No, sir; only I told him that the Commissioner wanted him to make it out for \$45, and he made it at the rate of 10 cents a hundred words, so as to amount to that.

Q. That is the usual rate paid at the Office?—A. Yes, sir.

Q. Is McGraw still in the city?—A. Yes, sir.

Q. In that Department?—A. No, sir. Mr. Boston is still in the city; I saw him on Saturday night. I have no other matters in mind, but I could furnish a list of them at any time from the records if required.

Q. What would they relate to?—A. The general transactions of the Office.

Q. In what respect?—A. In reference to paying out moneys illegally.

Q. What moneys?—A. Different moneys; from Indian appropriations generally; the diversion of those funds, and in cases where they had been illegally paid out or used contrary to law.

Q. Have you data by which you can refer the committee to such cases?—A. I think I could sir.

Q. Do you remember any particular fund thus diverted?—A. I think the fund for the purchase and transportation of annuity goods was in a large measure diverted; but the examination of the accounts of the disbursing-clerks of the Interior Department will show it.

Q. Will you furnish as early as possible those data to the committee?—A. Yes, sir?

By Mr. TUFTS:

- Q. What is your occupation?—A. Nothing at present.
- Q. What has been your occupation?—A. I was a clerk in the Indian Office since 1866.
- Q. You are not employed there?—A. No, sir.
- Q. When were you dismissed?—A. I was dismissed, I think, to take effect—I can't be positive as to the exact date—probably the 29th of November.
- Q. November last?—A. Yes, sir; and then my time was extended to the 1st of January.
- Q. Do you know the cause of your dismissal?—A. No, sir.
- Q. You were not notified of any cause?—A. No, sir.
- Q. Who dismissed you?—A. I was dismissed under the administration of Mr. Chandler.
- Q. You are not engaged in any business now?—A. No, sir.
- Q. Have you given any information to anybody as to what you would swear before this committee?—A. No, sir.
- Q. You have told no member of the committee what information you had?—A. I don't think I did, sir, give to any member any information of that character.
- Q. Have you had any consultation with any member of the committee before you were subpoenaed?—A. Not on any subject specially.
- Q. Well, on any general subject?—A. The only thing was as to whether I could give any information as to irregularities.
- Q. Didn't you apply first?—A. No, sir.
- Q. Didn't you request to be subpoenaed?—A. No, sir.
- Q. How long since you were subpoenaed?—A. On Monday, I think, by Judge Wilshire.
- Q. Did you tell Luttrell anything?—A. I think not.
- Q. Did you tell him what you would swear to?—A. I think not. I spoke of general irregularities, but of nothing special. We were old acquaintances in California, and we talked generally over matters.
- Q. Didn't you tell Luttrell or anybody else that you would furnish testimony for this committee?—A. I said that I could so far as the records are concerned; that I had charge of the records and files for many years.
- Q. Didn't you intimate before Luttrell that you wanted to be subpoenaed?—A. No, sir.
- Q. Are you sure of that?—A. Yes, sir.
- Q. As certain of that fact as you are of anything you have stated here?—A. Yes, sir.
- Q. Have you any particular feeling against any officer of the Interior Department who was instrumental in your removal?—A. Not merely for the cause of removal—
- Q. For any cause?—A. If I had, it was because I was treated unjustly. I asked for a hearing that I never obtained.
- Q. For that reason, then, you feel some antipathy against the men whom you supposed to be instrumental in causing your removal?—A. Not against the men, but against the cause.
- Q. What was the cause?—A. I don't know the cause. Let me see how I can express myself more clearly. It is not the men that made the removal that I feel toward as much as to the thing they did.
- Q. Who did make the removal?—A. I don't know.
- Q. What was the cause of the removal?—A. I have no knowledge.
- Q. At whose request did you come into the Department in the first place?—A. At my own.
- Q. Did you have any influence backing you to get you in?—A. I came here to get a position, and had the indorsement of General Simon Cameron, Senator Creswell, and the Senator from my own State of California.
- Q. What part of California did you reside in?—A. I have resided in many parts of it.
- Q. What part did you last reside in?—A. In Trinity County.
- Q. What business were you engaged in?—A. I was then engaged by the Overland Telegraph Company.
- Q. Are you a telegraph-operator?—A. Yes, sir. I was last engaged in fitting up offices and instructing the operators.
- Q. What is your feeling toward the late Commissioner Smith?—A. I didn't think that he treated me properly; that he had betrayed me and evinced a feeling of spite toward me. The first open intimation I had of his hostility was in connection with an article which appeared in the Capital, signed by Samuel Walker, and containing some statements of irregularities in the Indian Office. Smith intimated that he thought I had furnished the information for the article. On examination of the fact I found that Smith had furnished the matter himself—or furnished access to it—that composed the objectionable part of the letter.
- Q. How did you find that out?—A. I ascertained that Smith had given leave to Professor Marsh to inspect and copy some papers in relation to the matter of the article; and afterward when I saw Walker I found that he had obtained the matter from Professor Marsh.
- Q. Then you admit that you have a feeling of animosity toward Smith?—A. Not exactly animosity; but such a feeling as a man would naturally feel toward another who had abused him.
- Q. He abused you, did he?—A. Yes, sir.

Q. Have you made the remark that Smith would not get away from here for some time yet?—A. I don't know; I think I might have made the remark as an impression that there were sufficient charges to retain him here.

Q. Have you not been somewhat enthusiastic in aiding to delay his departure?—A. No, sir; because I have no power.

Q. Have you not given such information that you knew the committee would hold him?—A. No, sir.

Q. Have you not said within the last week that he would not get away from here as soon as he expected?—A. I thought that, because it would take a considerable time before his fraud could be developed.

Q. Have you not been anxious to keep him here and annoy him?—A. Not to annoy him, but to have justice done.

Q. You have a deep interest in seeing that the affairs of the Government move on smoothly?—A. Yes, sir.

Q. That is all the interest you have in the matter, the interests of the Government?—A. Well, I suppose generally. Yes, sir.

Q. Was there anything said in the Boston matter about paying him by the day or hour?—A. No, sir; not positively.

Q. Cannot you state positively whether there was or not?—A. I cannot. I told him to go to the Commissioner and have the account settled there.

Q. Do you not know that Smith endeavored to pay him by the hour?—A. I cannot say, sir.

Q. What can you say?—A. I have said all I can.

Q. Could any other person than yourself, in the Department, have had charge of that work?—A. Yes, sir.

Q. Who?—A. There was work in the same way that I had nothing to do with, work that was done under direction of the Commissioner.

Q. Didn't you have charge of that room?—A. I think not.

Q. Who had charge of it?—A. I don't know. My impression is that no one had. The chief clerk was the head.

Q. How long was it left in that condition?—A. I don't know; I have a paper, I think, showing that I was directed to take charge of it.

Q. Was that before or after the Boston business?—A. I think it was after; but I am not certain.

Q. Was any one else in charge?—A. No; not up to this date.

Q. What date are you talking of?—A. The date of the Boston transaction.

Q. Who was considered to be in charge of that room?—A. No one, except the chief clerk. I was in there in charge of records and files, and there was also another clerk who had charge of the registering of letters, and there were two other clerks, recording.

Q. To whom did Boston report for duty?—A. I think he reported to me for duty, by direction of the Commissioner.

Q. Didn't he report to anybody else?—A. Yes, sir; I think he reported to a young clerk whose work he had been called in to do.

Q. Did he report to that clerk?—A. I am not positive.

Q. To whom would he have reported, then, if not to you?—A. Most probably to the person who had charge of the books.

Q. Who had charge of the books?—A. Mr. Rankin. I am not positive about the data of taking charge of that office.

Q. By whose direction did you set Boston at work?—A. I don't know that I set him to work at all.

Q. Did not the Commissioner say that you were to tell him what to do and set him to work?—A. I am willing to admit that he reported to me, by direction of the Commissioner, and I set him to work.

Q. Had he any authority to show that?—A. No, sir.

Q. No order from the Commissioner?—A. No, sir.

Q. Did you take his word for it?—A. Yes, sir; we generally take their word in such cases.

Q. If a man would come up to the office and hang up his hat, if he claimed to be sent by the Commissioner, you would put him to work?—A. No, sir.

Q. What authority had you for putting him to work?—A. The Commissioner's.

Q. Did the Commissioner direct you to make out the account for \$45 for Boston?—A. Yes, sir; something was said about McGraw's making it out then, as he generally made out the vouchers.

Q. What did he say to you?—A. He said, when I told him the amount due Boston, "Why, how am I to get even with him? He owes me \$45."

Q. How get even with him?—A. Get back the \$45 he loaned him. When I came to make the voucher, I was not positive whether he said forty or forty-five dollars.

Q. How came you to make the voucher for \$45 if it should have been only \$40?—A. I didn't come to make it at all.

Q. Somebody did it under your direction?—A. I told McGraw the Commissioner wanted it, and he made it for \$45.

Q. The Commissioner told you that he (Boston) owed him forty or forty-five dollars, and you then directed McGraw to make out the voucher for what you thought was the amount?—A. No, sir.

Q. Did the Commissioner direct you to make it for any amount?—A. Yes, sir.

Q. You are certain of that?—A. Yes, sir.

Q. Didn't he say to make it out at the rate of 10 cents a hundred words?—A. No, sir.

Q. Was there anything said about it?—A. No, sir. The only words were that the report of the work came to fourteen or fifteen dollars, and he made a remark about its being small pay.

Q. At what rate did you make it out?—A. At 10 cents a hundred words, the regular pay of the Office.

Q. You say that you are not positive whether you told Mr. Luttrell what you would swear here or not?—A. I am positive, sir.

Q. Did you or not give any information about this Boston matter, to any member of this committee, or anybody outside of it, before to-day?—A. I don't know that I have.

Q. Are you certain that you have not?—A. I don't think I have.

Q. Have you given any information to anybody?—A. I have spoken of it to some people.

Q. That is not giving information?—A. Not in a special sense.

Q. Didn't you give it to them for the purpose of this investigation?—A. No, sir.

Q. Who did you talk to about it?—A. Perhaps a half-dozen people.

Q. Did you make a memorandum of this Boston matter?—A. Now?

Q. Any time before to-day.—A. I think I have.

Q. Who did you give it to?—A. Nobody. I have it myself.

Q. Where is it?—A. I won't be positive that I have it.

Q. If it is not in your possession, where is it?—A. It is destroyed.

Q. It never passed out of your possession?—A. No, sir; if I have not destroyed it it is in my possession.

Q. Is there any memorandum in your handwriting here before this committee?—A. I think not, sir.

Q. Don't you know that there is?—A. I do not.

Q. Do you know that there is not?—A. No; because I have had dealings with parties outside.

Q. In your dealings with parties outside you may have passed in this memorandum?—A. I think not; no, sir.

Q. And any other memorandum?—A. No, sir; nothing more than conversations generally, I think.

Q. Have you written out a memorandum, giving full information, for anybody?—A. No, sir; I have had correspondence with parties, but not on this matter.

Q. Or for anybody prior to this investigation?—A. No, sir.

Q. Have you passed any memorandum over to anybody since this investigation began?—A. Yes, sir.

Q. To whom?—A. They were to private parties.

Q. Who was it?—A. I won't state any names. These were privileged communications.

Q. Who was it you gave this memorandum to?—A. I don't want to answer that question.

Q. Do you refuse to answer it?—A. Unless I am compelled to answer it, I do.

Q. I want to know whether you do refuse or not.—A. I refuse, unless compelled.

Q. Why do you refuse to answer that question?—A. Let me see why. [After a pause.] Well, I have talked to men like William Walsh, and others, in reference to this matter.

Q. Why do you refuse?—A. Because I don't think you have any right to ask that question.

Q. You did make out a memorandum and give it to somebody. Now, I ask you who was that party?—A. I will not state it.

Q. You refuse to answer upon what grounds?—A. Yes, sir; upon general grounds.

Q. That is your answer—"Upon general grounds?"—A. Yes, sir; and because I have parties employed who act as my attorneys, and any communications I make to them I consider privileged.

Q. You have attorneys employed?—A. Yes, sir.

Q. For what purpose have you employed attorneys in this investigation?—A. I have not employed them in this investigation, but to advise me how to act. I will qualify that a little in the matter of employing them; these parties are merely friendly to me.

Q. You consider it your duty, owing to your position as a Government clerk, to employ attorneys to advise you what course to pursue in this investigation?—A. No, sir; I have some friends—

Q. These parties are attorneys?—A. Yes, sir.

Q. Who are your "friends?"—A. I would have to write out their names.

Q. Give the names, then, of these attorneys.—A. I would talk to them intimately, and discuss the matter with them, just as I would to a man in my own house.

Q. You stated that you had employed attorneys who were your friends; now I want to get the names of your attorneys.—A. I have no special attorneys—that is to say, as a party to a

suit would employ an attorney; but I would go to them and say that I wanted to bring such and such matters before the committee; what would be the effect of it, and so on.

Q. What are the names of your attorneys?—A. I cannot say, except in the sense I have stated.

Q. In the sense you mean it, who were your attorneys?—A. Let me see. [After a pause.] I have spoken to Colonel White and to J. K. Luttrell.

Q. Luttrell is your attorney?—A. No, sir. Just a man I would talk to generally. I qualified my use of the term.

Q. Did you give a copy of this memorandum to Luttrell?—A. No, sir.

Q. Did you to White?—A. No, sir.

Q. To whom did you give it?—A. I have refused to state that.

Q. Did you give it to your attorneys?—A. No, sir; I can furnish you with a list of what I gave.

Q. Is a Mr. Nash one of your friends?—A. I have met him.

Q. Did you give him the memorandum?—A. I did, sir; I am willing to tell.

Q. I thought you said you would not tell.—A. I meant generally. I have corresponded a great deal.

Q. Who is Nash?—A. I do not know, except from general report. He is from Minnesota.

Q. What is his business?—A. I don't know.

Q. Has he any business?—A. I don't know.

Q. Where did you form his acquaintance?—A. In town here.

Q. Where in town?—A. I don't know. I was introduced to him.

Q. You don't know where you saw him?—A. No, sir.

Q. Did you seek his acquaintance?—A. No, sir.

Q. He was not subpoenaed here at your request or on your information?—A. I don't know that he has been subpoenaed at all.

Q. Have you had any conversation with him?—A. Yes, sir.

Q. Didn't he state to you that he had been subpoenaed here?—A. No, sir.

Q. Doesn't he know the same about the Indian Department that you know?—A. O, yes; he knows something about it, but not a tenth of what I know.

Q. How did you happen to converse with a man that you did not know about such things?—A. I did know him. He was a lawyer, and I talked to him about these things.

Q. Was he your lawyer?—A. In a general sense. He was not specially employed.

Q. Did you pay him a retainer?—A. No; I am not able to do that.

Q. How did it happen that you gave him that memorandum; did he ask for it?—A. I don't know that he did.

Q. How did you happen to give such a statement, then, to an entire stranger?—A. He was not an entire stranger.

Q. But you gave a private memorandum to a stranger?—A. No, sir.

Q. Didn't you give it to him?—A. Yes, sir; but these are public matters.

Q. How long have you been engaged making up that memorandum?—A. Since my departure from the Office.

Q. Did you have any data for making it up before you left the Office?—A. I may have had some when these matters were first charged.

Q. Have you not informed parties that you had such data?—A. I think not.

Q. Didn't you tell anybody before you left the Office that you had?—A. I think not.

Q. Don't you know that you did not?—A. I am certain that I think I did not.

Q. Didn't you have this data when you were connected with the Department?—A. I would take memoranda, and after looking at them, would destroy them.

Q. Did you destroy this?—A. No, sir; they are all in my head.

Q. But you did destroy the memorandum?—A. I did.

Q. Didn't you tell anybody that you had such?—A. No, sir; I think not.

Q. Did not you go to the record-room the morning after your dismissal and try to get in, when the messenger informed you that you could not?—A. I think I did.

Q. Tried to get in after you were discharged?—A. I don't know that my term of office had expired.

Q. Was it not the next day?—A. No, I think Sunday intervened.

Q. Didn't you go the next morning after your dismissal?—A. No; it strikes me that I got it on Saturday evening.

Q. Well, on the next business day, didn't you go on Monday morning?—A. I did, I think.

Q. You were refused admittance?—A. Yes, sir.

Q. What did you say to the messenger?—A. He said I was discharged, and I told him that it did not take effect immediately, and he then let me into the room, and I got my property and went away.

Q. What remark did you make to the messenger?—A. I don't know.

Q. Did you say, "it was too late to lock the stable-door after the horse was stolen"?—A. I think I did.

Q. What did you mean?—A. My remark had reference, principally, to a change that was made in the lock on the door, and it struck me grievously that I should be suspected of have

ng purloined anything, and it made me angry, and I meant that if Smith meant to put extra fastenings on the door to prevent me from knowing anything of the condition of the affairs of the office, it was too late. I think probably that remark was made to Miss Brown. I am not certain whether the messenger let me in or some one else, but I thought it was intended to prevent me from having access to the records.

Q. You had reason to think they suspected you of purloining something?—A. No, sir; not purloining anything, but to prevent me from having access to the records.

Q. Didn't you think it was a fact that such suspicion existed?—A. I did not know but that there might have been such a suspicion.

Q. Don't you know that they did suspect you?—A. No, sir.

Q. Did you ever state to any person that if you were dismissed from office you would make hot work for some of them?—A. I don't know. I have said a great many things in my time.

Q. A great many things that were not true?—A. I don't want you to make any such insinuations. I will not submit to anything of the kind. Your question is an insult.

Q. Do you recollect of making that assertion?—A. I do not.

Q. Are you certain that you did not?—A. I am not certain.

Q. Did you not make it to Smith himself?—A. No, sir.

Q. Are you certain of that?—A. I think so, sir. I said to Smith, (as his intimation was that Cowen was driving me from the Department,) that if he did I would make it hot for him. That was with reference to General Cowen.

Q. In what way did you purpose to make it hot?—A. I don't know specially.

Q. You said you would. Now, in what way did you intend to do it?—A. I can't say exactly. I was under the impression that my dismissal was dishonorable, and I was excited, and wanted to protect myself. It was a general expression, such as an angry man would make.

Q. You say you are entirely ignorant of any special reason or cause for your dismissal from the Department?—A. Yes, sir. I wrote to the Department on the subject, and was told that I should have a hearing; but up to the present time I have failed to get it.

Q. You were endeavoring to get back?—A. No, sir.

Q. What object then had you in view in trying to get a hearing?—A. To establish my innocence.

Q. Were any charges made against you?—A. Not that I know of.

Q. Why then did you want to prove your innocence?—A. Because the papers said that these discharges were only made for cause. I went to the newspaper man who made the statement, and he said he would go up to the Department and ascertain if there was any official authority for making the statement. So he went and saw General Cowen, who informed him that there was not. I then wrote asking to be reinstated for one day only, and to be allowed to have a hearing before the Secretary so that the full facts of the case might be known. I stated that I did not wish to remain in the Department; all I wanted was a hearing and to have justice done me.

Q. What made you imagine that you were guilty from the fact of being dismissed?—A. Nothing made me imagine I was guilty. From the way the dismissal was covered up with words, the newspapers concluded that it was a removal for cause.

Q. You made efforts to ascertain the cause?—A. Yes, sir.

By Mr. WILSHIRE :

Q. I understood you to say that you had some feeling against Mr. Smith on account of your discharge; now state if that feeling has in any way influenced your testimony in this case?—A. Not at all, sir.

Q. You said you could furnish references as to certain records; will you make and furnish that memorandum as soon as practicable as to said records?—A. Yes, sir.

[Private mark, Indian picket.]

## Proposals for Indian goods—Class No. 1.

PHILADELPHIA, April 26, 1875.

To the Commissioner of Indian Affairs :

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs, dated March 26, 1875, the following articles at the prices thereto affixed :

| Quantity.    | Articles.  | Sample No. 1. | Sample No. 2. | Sample No. 3. |
|--------------|--|---------------|---------------|---------------|
| CLASS No. 1. |  |               |               |               |
| 3,000        | Pairs 3-point white Mackinac blankets, to measure 60x72 inches, and weigh 8 pounds.....        | \$6 36        | 79½           | 3             |
| 1,800        | Pairs 2½-point white Mackinac blankets, to measure 54x66 inches, and weigh 6 pounds.....       | 4 77          |               |               |
| 800          | Pairs 2-point white Mackinac blankets, to measure 42x56 inches, and weigh 5½ pounds.....       | 4 17          |               |               |
| 500          | Pairs 1½-point white Mackinac blankets, to measure 36x50 inches, and weigh 4½ pounds.....      | 3 38          |               |               |
| 2,500        | Pairs 3-point scarlet Mackinac blankets, to measure 60x72 inches, and weigh 8 pounds.....      | 6 72          | 84            | 8½            |
| 2,400        | Pairs 2½-point scarlet Mackinac blankets, to measure 54x66 inches, and weigh 6 pounds.....     | 5 04          |               |               |
| 500          | Pairs 2-point scarlet Mackinac blankets, to measure 42x56 inches, and weigh 5½ pounds.....     | 4 41          |               |               |
| 4,000        | Pairs 3-point indigo-blue Mackinac blankets, to measure 60x72 inches, and weigh 8 pounds.....  | 6 00          | 75            | 7½            |
| 2,500        | Pairs 2½-point indigo-blue Mackinac blankets, to measure 54x66 inches, and weigh 6 pounds..... | 4 50          |               |               |
| 1,000        | Pairs 2-point indigo-blue Mackinac blankets, to measure 42x56 inches, and weigh 5½ pounds..... | 3 94          |               |               |
| 2,200        | Pairs 3-point green Mackinac blankets, to measure 60x72 inches, and weigh 8 pounds.....        | 6 72          | 84            | 8½            |
| 1,500        | Pairs 2½-point green Mackinac blankets, to measure 54x66 inches, and weigh 6 pounds.....       | 5 04          |               |               |
| 500          | Pairs 2-point green Mackinac blankets, to measure 42x56 inches, and weigh 5½ pounds.....       | 4 41          |               |               |
| 15,000       | Yards saved list blue cloth, warranted pure indigo.....  | 1 35          |               |               |
| 15,000       | Yards saved list scarlet cloth, warranted cochineal dye.....                                   | 1 35          |               |               |

(NOTE.—The figures under the heads of Sample No. 2 and Sample No. 3 are in lead pencil.)

Said articles are to be delivered in the city of Philadelphia during the month of June, 1875. And if this proposal be accepted, I will, within ten days after being notified, execute a contract accordingly, and give security to the Commissioner of Indian Affairs for the faithful performance of the same.

Approximate amount of proposal, \$168,000.

Check inclosed on the First National Bank, Philadelphia, United States depository, for \$8,500.

Signature :

JOHN DOBSON.

Residence, Philadelphia; Address in New York, 87 Franklin street.  
New York references: Wm. C. Langley & Co., Wilson & Bradbury.

Witness :

S. ALLEN EVANS.

Rec'd 29th April, 1875, from E. P. Smith the above-mentioned check for \$8,500.

JOHN DOBSON,  
Per T. A. ASHBUN.

(Indorsed:) No. —. Proposals for Indian goods, class No. 1, from John Dobson, 217 Chestnut street, Philadelphia.



[Private mark (I B).]

{Proposals for Indian goods, Class No. 1.

NEW YORK, April 26, 1875.

To the Commissioner of Indian Affairs :

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs, dated March 26, 1875, the following articles at the prices thereto affixed :

| Quantity.    | Articles.  | Sample No. 1. |   |
|--------------|--|---------------|---|
| CLASS No. 1. |  |               |   |
| 3,000        | Pairs 3-point white Mackinac blankets, to measure 60 x 72 inches, and weigh 8 pounds.....        | 6 12          | } Samples of 3-point here-<br>with, marked (I B).<br>The 2½-point to be of<br>same quality. |
| 1,800        | Pairs 2½-point white Mackinac blankets, to measure 54 x 66 inches, and weigh 6 pounds.....       | 4 59          |   |
|              | Pairs 2-point white Mackinac blankets, to measure 42 x 56 inches, and weigh 5½ pounds.           |               |   |
|              | Pairs 1½-point white Mackinac blankets, to measure 36 x 50 inches, and weigh 4½ pounds.          |               |   |
| 2,500        | Pairs 3-point scarlet Mackinac blankets, to measure 60 x 72 inches, and weigh 8 pounds.....      | 7 44          |   |
| 2,400        | Pairs 2½-point scarlet Mackinac blankets, to measure 54 x 66 inches, and weigh 6 pounds.....     | 5 58          |   |
|              | Pairs 2-point scarlet Mackinac blankets, to measure 42 x 56 inches, and weigh 5½ pounds.         |               |   |
| 4,000        | Pairs 3-point indigo-blue Mackinac blankets, to measure 60 x 72 inches, and weigh 8 pounds.....  | 6 32          |   |
| 2,500        | Pairs 2½-point indigo-blue Mackinac blankets, to measure 54 x 66 inches, and weigh 6 pounds..... | 4 74          |   |
|              | Pairs 2-point indigo-blue Mackinac blankets, to measure 42 x 56 inches, and weigh 5½ pounds.     |               |   |
| 2,200        | Pairs 3-point green Mackinac blankets, to measure 60 x 72 inches, and weigh 8 pounds.....        | 7 44          |   |
| 1,500        | Pairs 2½-point green Mackinac blankets, to measure 54 x 66 inches, and weigh 6 pounds.....       | 5 58          |   |

Said articles are to be delivered in New York by the 30th day of June, 1875; and if this proposal be accepted I will, within ten days after being notified, execute a contract accordingly, and give security to the Commissioner of Indian Affairs for the faithful performance of the same.

Approximate amount of proposal, \$120,000.

Check inclosed on Chemical National Bank New York for \$6,000.

Signature :

CHAS. H. AMMIDOWN.

Residence, Passaic, N. J.

Address, in New York, 87 and 89 Leonard street.

New York references, AMMIDOWN, LANE & CO., 87 and 89 Leonard street.

Received, New York, —, 1875, from E. P. Smith, Commissioner Indian Affairs, the above check for \$6,000.

J. BALL.

(Indorsed:) No. 20. Proposals for Indian goods. Class No. 1. From C. H. Ammidown, Passaic, N. J.

[Private mark (S).]

Proposals for Indian goods, Class No. 1.

NEW YORK, April 27, 1875.

To the Commissioner of Indian Affairs:

Gibson & Tyler propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs, dated March 26, 1875, the following articles at the prices thereto affixed:

| Quantity.    | Articles.   |                                    |
|--------------|---|------------------------------------|
| CLASS NO. 1. |   |                                    |
| 3,000        | Pairs 3-point white Mackinac blankets, to measure 60 x 72 inches and weigh 8 pounds .....         | Sample No. 1, 82½ cents per pound. |
| 1,800        | Pairs 2½-point white Mackinac blankets, to measure 54 x 66 inches, and weigh 6 pounds .....       | Sample No. 1, 82½ cents per pound. |
| 800          | Pairs 2-point white Mackinac blankets, to measure 42 x 56 inches, and weigh 5½ pounds .....       | Sample No. 1, 82½ cents per pound. |
| 500          | Pairs 1½-point white Mackinac blankets, to measure 36 x 59 inches, and weigh 4½ pounds .....      | Sample No. 1, 82½ cents per pound. |
| 2,500        | Pairs 3-point scarlet Mackinac blankets, to measure 60 x 72 inches, and weigh 8 pounds .....      | Sample No. 2, 92½ cents per pound. |
| 2,400        | Pairs 2½-point scarlet Mackinac blankets, to measure 54 x 66 inches, and weigh 6 pounds .....     | Sample No. 2, 92½ cents per pound. |
| 500          | Pairs 2-point scarlet Mackinac blankets, to measure 42 x 56 inches, and weigh 5½ pounds .....     | Sample No. 2, 92½ cents per pound. |
| 4,000        | Pairs 3-point indigo-blue Mackinac blankets, to measure 60 x 72 inches, and weigh 8 pounds .....  | Sample No. 1, 82½ cents per pound. |
| 2,500        | Pairs 2½-point indigo-blue Mackinac blankets, to measure 54 x 66 inches, and weigh 6 pounds ..... | Sample No. 1, 82½ cents per pound. |
| 1,000        | Pairs 2-point indigo-blue Mackinac blankets, to measure 42 x 56 inches, and weigh 5½ pounds ..... | Sample No. 1, 82½ cents per pound. |
| 2,200        | Pairs 3-point green Mackinac blankets, to measure 60 x 72 inches, and weigh 8 pounds .....        | Sample No. 2, 92½ cents per pound. |
| 1,500        | Pairs 2½-point green Mackinac blankets, to measure 54 x 66 inches, and weigh 6 pounds .....       | Sample No. 2, 92½ cents per pound. |
| 500          | Pairs 2-point green Mackinac blankets, to measure 42 x 56 inches, and weigh 5½ pounds .....       | Sample No. 2, 92½ cents per pound. |

Said articles are to be delivered in Saint Paul, Saint Louis, or Chicago, by the 30th day of June, 1875. And if this proposal be accepted, we will within ten days after being notified execute a contract accordingly, and give security to the Commissioner of Indian Affairs for the faithful performance of the same.

Approximate amount of proposal, \$138,315.63.

Check inclosed on Chemical Bank, New York City, for \$6,915.78.

Signature:

GIBSON & TYLER.

Residence, Minneapolis, Minn.

Address in New York, W. L. STRONG & Co., 64 Leonard street, corner of Church.

New York references, W. L. STRONG & Co.

Received the above-named check for \$6,915.78.

W. L. STRONG & CO.

(Indorsed:) No. 1. Proposals for Indian goods, class No. 1, from Gibson & Tyler, Minneapolis, Minn., care of W. L. Strong & Co., 64 Leonard street, corner of Church, New York.

MINNEAPOLIS, May 3, 1875.

MY DEAR SIR: I notice that our sample blankets, at the letting of Indian supplies, were not equal to some other samples presented at that time. While it was in our power to make samples for the occasion equal to the best that can be produced in the United States, we deemed it the proper course to present a fair representation of what our work would be, provided a contract should be awarded to us.

You can depend upon it that the blankets we shall furnish for the Indian Department this year will not be surpassed by any contractor, as regards honesty of stock, colors, or durability.

I deemed it due to our firm that I should make the above statements.

Very truly and respectfully, yours,

PARIS GIBSON.

Hon. E. P. SMITH,  
*Washington, D. C.*

LEAVENWORTH, KANS., April 22, 1875.

Hon. E. P. SMITH,  
*Commissioner of Indian Affairs:*

The undersigned proposes to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "Proposals for Indian supplies," dated March 25, 1875, the following articles, at the places and at the prices thereto affixed, viz:

*At Red Cloud agency.*

800,000 pounds XX flour, at \$4.69 per 100 pounds.  
275,000 pounds bacon, at \$16.49 per 100 pounds.  
\*880,000 pounds corn, at \$3.49 per 100 pounds.  
Beef, gross weight on hoof, at \$3.43 per 100 pounds.

*Or at Cheyenne, W. T., (railroad depot,) for Red Cloud and Whetstone agencies.*

XX flour, at \$3.49 per 100 pounds.  
Bacon, at \$15.24 per 100 pounds.  
Corn, at \$2.44 per 100 pounds.

*At Caddo, I. T., for the different agencies.*

710,000 pounds XX flour, at \$3.39 per 100 pounds.  
81,500 pounds bacon, at \$15.94 per 100 pounds.

*At Sioux City, Iowa, in quantities as may be required for the different agencies.*

Corn, at \$1.78 per 100 pounds.  
Bacon, at \$14.44 per 100 pounds.  
Mess pork, at \$13.39 per 100 pounds.  
XX flour, at \$2.74 per 100 pounds.

*At Omaha or Council Bluffs, in quantities as may be required for the different agencies.*

Corn, at \$1.69 per 100 pounds.  
Bacon, at \$14.40 per 100 pounds.  
Mess pork, at \$13.29 per 100 pounds.  
XX flour, at \$2.69 per 100 pounds.

*At Kansas City, Mo.*

81,500 pounds bacon, at \$14.34 per 100 pounds.  
710,000 pounds XX flour, at \$2.69 per 100 pounds.

Four checks of \$5,000 each inclosures, First National Bank, Leavenworth.

A. B. HAVENS.

Residence: Leavenworth, Kansas.  
City address: Fifth Avenue Hotel.

\* Bid for corn withdrawn. Made under mistake.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., —, 1875

Received this — day of —, 1875, of Edw. P. Smith, Commissioner of Indian Affairs, four checks, No. 8-11, on First National Leavenworth Bank, for twenty thousand (\$5,000 each) dollars, the same having been deposited with bid for supplies for Indian Department under advertisement of March 25, 1875.

A. B. HAVENS.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., —, 1875.

Received this 6th day of May, 1875, of Edw. P. Smith, Commissioner of Indian Affairs, check No. 1130, on National Bank Commerce, Utah Territory, for five hundred dollars, the same having been deposited with bid for supplies for Indian Department, under advertisement of March 25, 1875.

JOSIAH M. FISKE & CO.  
F. BUXTON.

[Private mark, P.]

*Proposal for supplies.*

MINNEAPOLIS, MINN., April 23, 1875.

*To the Commissioner of Indian Affairs:*

C. A. Pillsbury & Co. propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "Proposals for Indian supplies," dated March 25, 1875, the following articles at the prices thereto affixed:

FOR SIOUX AND PONCA AGENCIES.

*Beef-cattle, gross weight on the hoof, to average 850 pounds, from July 1 to January 1, and from January 1 to July 1.*

|   | To be delivered at— | Prices.   |
|---|---------------------|---|
| <i>For Sisseton agency, Dakota.</i>                       |                     |   |
| 250,000 pounds XXX flour, (sample required with the bid.) | Sioux City.....     | Three and quarter (\$3 $\frac{1}{4}$ ) dollars per sack of ninety-eight (98) pounds each. |
| 50,000 pounds mess pork .....                             | .....               | .....   |
| 2,000 pounds beans .....                                  | .....               | .....   |
| <i>For Devil's Lake agency, Dakota.</i>                   |                     |   |
| 200,000 pounds XX flour .....                             | .....               | .....   |
| 25,000 pounds bacon, clear sides .....                    | .....               | .....   |

Approximate amount of proposal, \$8,290.

Check inclosed on National Bank of Commerce for \$500.

Signature:

C. A. PILLSBURY & CO.,  
By J. M. FISKE & CO., Attys.

Residence: Minneapolis, Minn.

Address in New York: 18 South street.

New York references: JOSIAH M. FISKE & Co., 18 South street, New York.

(Indorsed:) No. —. Proposal for supplies from C. A. Pillsbury & Co., Minneapolis, Minn.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., —, 1875.

Received this — day of —, 1875, of Edw. P. Smith, Commissioner of Indian Affairs, checks Nos. 4 and 8, on First National Sioux City Bank, for nine thousand (\$4,000, \$5,000) dollars, the same having been deposited with bid for supplies for Indian Department, under advertisement of March 25, 1875.

JOHN H. CHARLES,  
By CHAS. E. HEDGES.

NEW YORK CITY, *April 29, 1875.*

DEAR SIR: Referring to my conversation last evening touching my bid for flour, to be delivered at Sioux City and Montana posts, I wish to say, on further reflection, that I will accept the construction placed thereon by the board as my bid warrants, and I will stand by the same.

Very respectfully, &amp;c.,

JOHN H. CHARLES.

Hon. E. P. SMITH,  
*Commissioner Indian Affairs.*

[Telegram.]

ALTOONA, PA., *April 30, 1876.*

A. H. WILDER:

In my note to Smith I accepted all Montana posts, but I only meant Peck and Belknap. Balance at Sioux City. Attend to this.

JNO. H. CHARLES.

[Telegram.]

SIOUX CITY, IOWA, *April 28, 1875.*

E. P. SMITH,  
*Commissioner of Indian Affairs, Fifth Avenue Hotel:*

Your telegram received. The checks inquired about are good.

A. W. HUBBARD,  
*President First National Bank.*

[Private mark, H.]*Proposal for supplies.*SIOUX CITY, IOWA, *April 26, 1875.**To the Commissioner of Indian Affairs:*

I, John H. Charles, propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "Proposals for Indian supplies," dated March 25, 1875, the following articles at prices thereto affixed:

## FOR SIOUX AND PONCA AGENCIES.

Beef cattle, gross weight, on the hoof, to average 850 pounds, from July 1 to January 1 and from January 1 to July 1.

*Miscellaneous supplies.*

|  | To be delivered at Sioux City,<br>Iowa. | Prices.          |                  |                  |
|--|---|------------------|------------------|------------------|
|  |   | Sample<br>No. 1. | Sample<br>No. 2. | Sample<br>No. 3. |
| <i>For Yankton agency.</i>                               |   |                  |                  |                  |
| 200,000 pounds good sound<br>merchantable shelled corn.. | \$1.12 per bushel of 56 pounds..        | .....            | \$1 12           | .....            |
| <i>For Whetstone agency.</i>                             |   |                  |                  |                  |
| 600,000 pounds XX flour.....                             | \$2.97 per 100 pounds net .....         | .....            | 2 97             | .....            |
| 300,000 pounds good sound<br>merchantable shelled corn.. | \$1.12 per bushel of 56 pounds..        | .....            | 1 12             | .....            |
| <i>For Upper Missouri agency,<br/>(Crow Creek.)</i>      |   |                  |                  |                  |
| 300,000 pounds XX flour.....                             | \$2.97 per 100 pounds net .....         | .....            | 2 97             | .....            |
| 300,000 pounds good sound<br>merchantable shelled corn.. | \$1.12 per bushel of 56 pounds ..       | .....            | 1 12             | .....            |
| <i>For Cheyenne River agency.</i>                        |   |                  |                  |                  |
| 600,000 pounds XX flour.....                             | \$2.97 per 100 pounds net .....         | .....            | 2 97             | .....            |
| 600,000 pounds good sound<br>merchantable shelled corn.. | \$1.12 per bushel of 56 pounds..        | .....            | 1 12             | .....            |
| <i>For Standing Rock agency,<br/>(Grand River.)</i>      |   |                  |                  |                  |
| 450,000 pounds XX flour.....                             | \$2.97 per 100 pounds net .....         | .....            | 2 97             | .....            |
| 450,000 pounds good sound<br>merchantable shelled corn.. | \$1.12 per bushel of 56 pounds..        | .....            | 1 12             | .....            |
| <i>For Fort Berthold agency,<br/>(Dakota.)</i>           |   |                  |                  |                  |
| 100,000 pounds XX flour.....                             | \$2.97 per 100 pounds net.....          | .....            | 2 97             | .....            |
| <i>For Ponca agency, (Dakota.)</i>                       |   |                  |                  |                  |
| 50,000 pounds XX flour.....                              | \$2.97 per 100 pounds net.....          | .....            | 2 97             | \$2 97           |
| <i>For Forts Peck and Belknap.</i>                       |   |                  |                  |                  |
| 475,000 pounds XX flour.....                             | \$3.17 per 100 pounds net.....          | \$3.17           | .....            | .....            |
| <i>For Blackfeet agency, (Mon-<br/>tana.)</i>            |   |                  |                  |                  |
| 225,000 pounds XX flour.....                             | \$3 17 per 100 pounds net.....          | 3 17             | .....            | .....            |
| <i>For Crow agency, (Montana.)</i>                       |   |                  |                  |                  |
| 500,000 pounds XX flour.....                             | \$3.17 per 100 pounds net.....          | 3 17             | .....            | .....            |

Approximate amount of proposal, \$80,000.

Check inclosed on First National Bank, Sioux City, Iowa, for \_\_\_\_\_.

Signature:

JNO. H. CHARLES.

Residence: Sioux City, Iowa.

Address in New York: Metropolitan Hotel.

New York references: MARTIN BATES, Jr., &amp; Co.

(Indorsed:) No. —. Proposal for supplies from Jno. H. Charles.

[Private mark, **H**.]

Proposals for supplies.

SIoux CITY, IOWA, April 26, 1875.

To the Commissioner of Indian Affairs:

I, John H. Charles, propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "Proposals for Indian Supplies," dated March 25, 1875, the following articles at the prices thereto affixed:

FOR ~~SIoux~~ AND PONCA AGENCIES.

Beef-cattle, gross weight, on the hoof, to average 850 pounds, from July 1 to January 1, and from January 1 to July 1.

Miscellaneous supplies.

|  | To be delivered at the agencies.                | Prices.       |               |               |               |
|--|---|---------------|---------------|---------------|---------------|
|  |   | Sample No. 1. | Sample No. 2. | Sample No. 3. | Sample No. 4. |
| <i>For Yankton agency.</i>                           |   |               |               |               |               |
| 3,000 bushels wheat .....                            | \$1.25 per bushel at Yankton agency.            | .....         | \$1 25        | .....         | .....         |
| 200,000 pounds good sound merchantable shelled corn. | \$1.40 per bushel at Yankton agency.            | .....         | 1 40          | .....         | .....         |
| <i>For Whetstone agency.</i>                         |   |               |               |               |               |
| 600,000 pounds XX flour .....                        | \$5.80 per 100 pounds at Whetstone agency.      | .....         | 5 80          | .....         | .....         |
| 300,000 pounds good sound merchantable shelled corn. | \$2 80 per bushel at Whetstone agency.          | .....         | 2 80          | .....         | .....         |
| <i>For Upper Missouri agency, (Crow Creek.)</i>      |   |               |               |               |               |
| 300,000 pounds XX flour .....                        | \$3.80 per 100 pounds at Upper Missouri agency. | .....         | 3 80          | .....         | .....         |
| 300,000 pounds good sound merchantable shelled corn. | \$1.60 per bushel at Upper Missouri agency.     | .....         | 1 60          | .....         | .....         |
| <i>For Cheyenne River agency.</i>                    |   |               |               |               |               |
| 600,000 pounds XX flour .....                        | \$4.10 per 100 pounds at Cheyenne agency.       | .....         | 4 10          | .....         | .....         |
| 600,000 pounds good sound merchantable shelled corn. | \$1.75 per bushel at Cheyenne agency.           | .....         | 1 75          | .....         | .....         |
| <i>For Standing Rock agency, (Grand River.)</i>      |   |               |               |               |               |
| 450,000 pounds XX flour .....                        | \$4.20 per 100 pounds at Standing Rock.         | .....         | 4 20          | .....         | .....         |
| 450,000 pounds good sound merchantable shelled corn. | \$1.80 per bushel at Standing Rock.             | .....         | 1 80          | .....         | .....         |
| <i>For Fort Berthold agency, Dakota.</i>             |   |               |               |               |               |
| 100,000 pounds XX flour .....                        | \$4.40 per 100 pounds at Berthold agency.       | .....         | 4 40          | .....         | .....         |
| <i>For Ponca agency, Dakota.</i>                     |   |               |               |               |               |
| 50,000 pounds XX flour .....                         | \$3.40 per 100 pounds at Ponca agency.          | .....         | 3 40          | .....         | .....         |

## Groceries.

| To be delivered at Sioux City, Iowa. | Prices.       |               |
|--------------------------------------|---------------|---------------|
|                                      | Sample No. 1. | Sample No. 2. |
| 406,500 pounds coffee, green.....    |               |               |
| 880,000 pounds good brown sugar..... |               |               |
| 63,000 pounds plug tobacco.....      |               |               |
| 68,500 pounds good brown soap.....   | 6c.           | 5½c.          |
| 70,500 pounds salt.....              | 1c.           |               |
| 10,000 pounds tea.....               |               |               |
| 7,100 pounds baking-powder.....      |               |               |
| 23,500 pounds rice.....              |               |               |

Approximate amount of proposal, \$100,000.

Check inclosed on First National Bank, Sioux City, Iowa, for ———.

Signature:

JNO. H. CHARLES.

Residence: Sioux City, Iowa.

Address in New York: Metropolitan Hotel.

New York references: Martin Bates, jr., & Co.

(Indorsed:) No. ——. Proposal for supplies from J. H. Charles. Flour, &c.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C. July 14, 1875.

SIR: In reply to your letter of the 10th instant, I have only to call your attention to a mistaken inference on your part.

You infer that I could have taken Charles's bid by itself for delivery of flour at Fort Peck at \$3.17. This was not possible. Mr. Charles distinctly declined to do any such thing except in connection with his other bid at Sioux City. This is a fact which materially modifies the position which you assume in regard to the transaction, and I trust will not be overlooked by you in proceeding on the course which you have seen fit to adopt.

I regret the clerical error in writing \$2,395 instead of \$1,395, and thank you for calling my attention to it.

Very respectfully, your obedient servant,

EDW. P. SMITH,  
Commissioner.

A. B. HAVENS, Esq.,  
Leavenworth, Kansas.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., July 16, 1875.

SIR: Referring to report from this Office of the 3d instant, relative to the protest of A. B. Havens, of Leavenworth, Kansas, to the award made to J. H. Charles, of Sioux City, Iowa, for flour to be delivered at the last-named point and at the Fort Peck agency, Montana, I have the honor to invite your attention to a clerical error of \$1,000 in the footing of said report as shown by a letter from Mr. Dingman, a clerk in this Office, and to state that while the error referred to does not alter the facts in the case, yet I regret that the same was made.

A letter from Mr. Havens of the 10th instant, relative to this mistake of compensation, was answered on the 14th instant, acknowledging the error, and thanking him for calling attention thereto.

Very respectfully, your obedient servant,

EDW. P. SMITH, Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., July 26, 1875.

GIBSON & TYLER,  
Minneapolis, Minnesota:

Invoices received. The blankets shipped must be stopped, as they have not been inspected, and payment cannot be made except upon inspector's certificate. The inspector will be sent from New York this week. Answer immediately.

H. R. CLUM,  
Acting Commissioner.

Charge Indian Office.—H. R. CLUM, Acting Commissioner.



MINNEAPOLIS, MINN., July 27, 1875. (Recd. 6.24 p. m.)

To H. R. CLUM,

*Acting Commissioner of Indian Affairs, Washington, D. C. :*

Blankets were shipped as per instructions, and were inspected by A. L. Larpenteur, Government inspector, at Saint Paul, and certificates forwarded. Will write.

GIBSON &amp; TYLER.

MINNEAPOLIS, MINN., July 27, 1875,

H. R. CLUM,

*Acting Commissioner of Indian Affairs, Washington, D. C. :*

DEAR SIR: We received the following dispatch from you to-day :

"Invoices received. The blankets shipped must be stopped, as they have not been inspected, and payment cannot be made except on inspector's certificate. The inspector will be sent from New York this week. Answer immediately."

To which we sent the following reply :

"Blankets were shipped according to instructions, and were inspected by A. L. Larpenteur, Government inspector at Saint Paul, and certificates will be forwarded."

We trust the inspector's certificates, which you probably have received before this, will set the matter right, and that there may be no delay in passing upon our bills. We were aware that our blankets would not be received unless duly inspected by a Government inspector.

We went to Saint Paul this p. m. in order to ask Gen. H. H. Sibley (one of the Indian commissioners) to write to the Department in regard to the matter about which you have this day dispatched us, but he is out of town. Should statements from him, to the effect that the inspection of our blankets had been made by his sanction, be considered necessary, we have no doubt that he will make them. Should it be considered advisable to examine the blankets now on hand, and which have been inspected, we should be pleased to have it done.

We have taken some pride in furnishing the Indian Department good blankets, and fully up to the standard as regards weight and quality, and if there is any question on this point, we would be very glad to have it settled before the remainder of the blankets are shipped. It may not be out of place for us to state that all the lots already sent forward to the agencies very much exceed the standard weight, with one exception. We would also call your attention to the fact that the indigo-blue blankets all have the letters "U. S. I. D." marked with scarlet yarn instead of an acid liquid, which is very liable to destroy them.

On receipt of this, will you please advise us by telegraph in regard to our blankets, and greatly oblige

Your obedient servants,

GIBSON &amp; TYLER.

SAINT PAUL, MINN., July 27, 1875.

SIR: I herewith inclose your various shipping certificates and invoices that have been inspected by me to the 22d instant, all of which have been delivered for their separate destinations in good order.

In justice to Messrs. Gibson & Tyler I will say their blankets are in every way equal, if not superior to the sample, cannot help giving entire satisfaction.

Respectfully, your obedient servant,

A. L. LARPENTEUR,  
*Inspector of Supplies.*

Hon. E. P. SMITH,

*Commissioner, Washington, D. C.*DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., July 28, 1875.*

Hon. E. P. SMITH,

*Commissioner Indian Affairs, Marblehead, Mass. :*

Gibson & Tyler's blankets have been inspected by Larpenteur and shipped. The sample blankets are in New York. What action shall be taken?

H. R. CLUM,  
*Acting Commissioner.*Charge Indian Office.—H. R. CLUM, *Acting Commissioner.*

MARBLEHEAD, MASS., July 28, 1875.

H. R. CLUM,

*Acting Commissioner, Washington, D. C. :*

Instruct agents at principal points where Gibson & Tyler's blankets are sent, to express one blanket each. Designate color and size so as to secure one of each.

Notify Mr. Hoyt of action and occasion.

EDW. P. SMITH,  
*Commissioner.*

MINNEAPOLIS, MINN., July 28, 1875—9.37 a. m.

H. R. CLUM,  
*Acting Commissioner of Indian Affairs:*

Shall we continue to ship blankets that have been inspected ?

GIBSON &amp; TYLER.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., July 29, 1875.*

GIBSON & TYLER,  
*Minneapolis, Minn. :*

Ship no more blankets until inspected by the inspector referred to in telegram of 26th instant.

H. R. CLUM,  
*Acting Commissioner.*

Charge Indian Office.—H. R. CLUM, *Acting Commissioner.*

OFFICE OF H. H. SIBLEY,  
NORTH SHORE OF LAKE SUPERIOR,  
*Silver Islet, Ontario, August 3, 1875.*

SIR : I have received information that the Indian Bureau has declined to receive the blankets on contract with Messrs. Tyler & Gibson, until after inspection by a New York inspector.

They had supposed, and I believe I had so advised them, that the inspection by Mr. A. L. Larpenteur, the sworn inspector of the Department in Saint Paul, would be sufficient, especially as Mr. Larpenteur has for many years dealt in this class of goods, and may therefore be considered an expert.

I trust you will see to it that the firm are not subjected to unnecessary annoyances in their deliveries made under their contract, as I know full well, from their high character and standing, that they will do what they believe is right under all circumstances, and render full justice to the Government and the Indians in carrying out their engagements.

Very respectfully, your obedient servant,

H. H. SIBLEY.

Hon. EDW. P. SMITH,

*Commissioner of Indian Affairs, Washington City, D. C.*

MINNEAPOLIS, MINN., August 21, 1875.

DEAR SIR : Having forwarded invoices of blankets shipped to several agencies, we received from Washington on the 26th ultimo the following dispatch : "Invoices received; the blankets shipped must be stopped, as they have not been inspected, and payment cannot be made except on inspector's certificate. The inspector will be sent from New York this week." Supposing the inspector's certificate had not reached Washington, we telegraphed in reply, that the blankets had been inspected by A. L. Larpenteur, inspector of Indian supplies at Saint Paul, and that certificates would be forwarded. We also wrote to the Acting Commissioner on the 27th ultimo, respectfully setting forth what had been done, and at the same time inclosed a copy of Mr. Clum's dispatch to General Sibley with the request that he would make such statements to you as he deemed advisable.

We did this in part that our action might not be misunderstood, and also with the belief that the blankets already shipped out would be taken as satisfactory.

Never having received an intimation that our blankets were to be inspected by some one sent from the East, and being very desirous to get our money as fast as possible, we called upon Mr. Larpenteur, whom we supposed was still an inspector of Indian blankets, (he having inspected our blankets last year,) and submitted to him such lots as we had ready for several agencies.

If we made a mistake, we think it is in part chargeable to the Board of Indian Commissioners, who neglected to give us any instructions whatever in the matter. In what we have done our object has been to do only what was right, and we respectfully submit this brief statement that you may have a more full knowledge of the whole affair.

Very respectfully, yours,

GIBSON &amp; TYLER.

Hon. E. P. SMITH,

*Commissioner of Indian Affairs, Marblehead, Mass.*

SAINT PAUL, MINN., August 23, 1875.

DEAR SIR : I received your letter of 30th ultimo, on my return from Lake Superior  
\* \* \* \* \* I fear that Mr. Turbell, sent to inspect Gibson & Tyler's blankets,  
is disposed to be unreasonably severe in his dealings with them.

From what I can learn from reliable sources, your Department has never been more faithfully served, so far as the quality of goods is concerned, than by them. The bales of blank-

ets were for the most part considerably over weight, and I am convinced that the firm have conscientiously striven to more than meet the requirements of the contract in every particular. I wrote you from Silver Islet in regard to this matter, but have no reply. Having resigned as Indian commissioner, I do not address you officially, but as I feel an interest in seeing justice done to all parties, I have ventured to give you my views.

Very respectfully, your obedient servant,

H. H. SIBLEY.

Hon. EDW. P. SMITH,

*Commissioner of Indian Affairs, Marblehead, Mass.*

BOARD OF INDIAN COMMISSIONERS,

*New York, September 15, 1875*

SIR: I am informed by Mr. Terbell that some of the blankets furnished by Gibson & Tyler were shipped under the inspection of a Mr. Larpenteur, before his arrival, and that there is still a large part of the order to be filled, which I trust you will give me proper notice so that Mr. Terbell may inspect them. I regret you did not see fit to notify the purchasing committee that the blankets did not come up to standard.

Respectfully, yours,

E. A. HOYT,

*Chairman Purchasing Committee.*

Hon. E. P. SMITH.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,

*Washington D. C., October 4, 1875.*

SIR: I have the honor to acknowledge the receipt by reference from the Department, of a communication from the secretary of the Board of Indian Commissioners, dated the 27th ultimo, returning accounts Nos. 4260 and 4265, being in favor of Messrs. Gibson & Tyler for blankets, and P. H. Kelley for salt, furnished for the Indian service, accompanied by a copy of a letter from Hon. E. A. Hoyt, chairman of the purchasing committee of said board, dated 25th same month.

The papers in the case having been referred to this Office for such explanation of the circumstances as the Office be able to give regarding the employment of Mr. Larpenteur as inspector, I have respectfully to state that Mr. Larpenteur is a citizen of long standing in Saint Paul; a well-known merchant there for many years; that he was appointed on the recommendation of the Board of Indian Commissioners, on the 1st of August, 1874, inspector of supplies and goods to be delivered at Saint Paul; (see copy of letter of General Sibley, recommending him for said position, herewith;) and has been continued in office ever since that time.

He has been regarded by this Office, and by General Sibley, as an excellent man for this position, and has given the best of satisfaction. All supplies purchased at that point during the past year, for the Sisseton, Devil's Lake, and Chippewa agencies, have been inspected by him, and as yet no cause of complaint regarding the quality of any of said goods, &c., has reached this Office.

With reference to the inspection of the blankets in question furnished by Gibson & Tyler, I have to say that this service was rendered by Mr. A. L. Larpenteur under a misapprehension. It was understood both by the Board of Indian Commissioners and myself, that the inspector of dry goods and blankets appointed on the nomination of Mr. Hoyt, chairman of the purchasing committee of the board, would be sent to Saint Paul to inspect Gibson & Tyler's blankets, and the Office was awaiting notification from that firm of their readiness for the inspection.

Not hearing from them on this subject, inquiry was made of them when their blankets would be ready for inspection. Their reply developed the fact that a portion of the blankets had already been shipped to the agency for which they were ordered. On the receipt of this information the Office telegraphed Gibson & Tyler that the blankets must be stopped for inspection; and a copy of their reply, dated August 21st, is submitted herewith, by which it seems the firm, not having been informed that an inspector was to be sent from the East, took it for granted that the inspector at Saint Paul, Mr. A. L. Larpenteur, was expected to perform this service, and accordingly made application to him, and, on his inspection, the blankets were received and shipped, as appears from his letter of July 27, copy herewith.

I also call attention to the letter of General Sibley, dated August 3, relating to this matter, (copy herewith), in which he says:

"Mr. Larpenteur is the sworn inspector of the Department; that he had dealt for many years in this class of goods, and may therefore be considered an expert."

I submit herewith, also, an extract from a letter received from General Sibley, under date of August 23, relative to this subject, which is as follows:

"From what I can learn from reliable sources, your Department has never been more faithfully served, so far as the quality of goods is concerned, than by them, (Gibson & Tyler.) The bales of blankets are for the most part considerably over weight, and I am convinced

that the firm have conscientiously striven to more than meet the requirements of the contract, in every particular. I wrote you from Silver Islet in regard to this matter, but have no reply. Having resigned as Indian commissioner, I do not address you officially, but as I feel an interest in seeing justice done to all parties, I have ventured to give you my views."

From these papers it will be seen, I think, that the shipment of the blankets by Gibson & Tyler, before inspection by the New York inspector, resulted entirely from misapprehension, and not from any purpose of wrong action. And I think also that the papers will show that the inspection by Mr. Larpenteur is sufficient to insure that the blankets which he passed were properly accepted under the contract.

I am confirmed in this opinion by the fact that when Mr. Turbell arrived at Minneapolis, he found a number of bales which had been inspected by Mr. Larpenteur, which were awaiting shipment, and on examination found them to be in compliance with contract.

Unless this inspection by Mr. Larpenteur is accepted, it will be necessary to send an inspector, at a large expense, to visit several agencies in Montana and Dakota, and even then it will probably be impossible to procure a re-inspection, because of the fact that some of the blankets have already been issued to the Indians; and I would respectfully suggest that the facts as now presented be referred to the Board of Indian Commissioners for their consideration; and it is proper to state, in this connection, that Mr. Hoyt probably did not have all these facts before him at the time of his communication, dated the 25th ultimo, referred to above.

The papers referred by you under date of the 27th ultimo are herewith returned.

Very respectfully, your obedient servant,

EDW. P. SMITH,  
*Commissioner.*

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., May 22, 1875.*

A. B. HAVENS,  
*Leavenworth, Kans.:*

Your bid for flour at Sioux City, at \$2.74, seems to have been overlooked, or was it withdrawn?

EDW. P. SMITH,  
*Commissioner.*

Charge Indian Office.—EDW. P. SMITH, *Commissioner*

LEAVENWORTH, KANS., *May 24, 1875—11.45 a. m.*

Hon. E. P. SMITH,  
*Commissioner Indian Affairs:*

My bid for flour at Sioux City was not withdrawn. Telegraph immediately quantity awarded me.

A. B. HAVENS.

LEAVENWORTH, KANS., *May 24, 1875.*

DEAR SIR: Your telegram of the 22d instant, as follows, received late Saturday evening: "Your bid for flour at Sioux City, at 2.74, seems to have been overlooked, or was it withdrawn?"

To which I answer this a. m.:

"My bid for flour at Sioux City was not withdrawn. Telegraph immediately quantity awarded me."

The only bid I withdrew was that on supplies for delivery at Red Cloud agency, and as I explained to yourself and Mr. Cowen, the day the bids were opened, that I had been misinformed of the correct distance for wagon transportation from Cheyenne, was my reason for withdrawing as to Red Cloud agency.

I have to-day received the contract and bond for bacon awarded me for delivery at Sioux City. You failed to send me contract for delivery at Cheyenne of corn awarded me. I was unquestionably the lowest bidder for this. You have evidently overlooked this.

Please have contract mailed me at an early day.

Very respectfully,

A. B. HAVENS.

Hon. E. P. SMITH,  
*Commissioner Indian Affairs, Washington, D. C.*

LEAVENWORTH, KANS., *May 31, 1875—1.22 p. m.*

Hon. E. P. SMITH,  
*Commissioner Indian Affairs:*

Please answer my telegram and letter of the 24th.

A. B. HAVENS.

LEAVENWORTH, KANS., June 5, 1875—12.54 p. m.

Hon. E. P. SMITH,  
*Commissioner Indian Affairs :*

I protest against your passing my bid for flour Sioux City, and corn Cheyenne, and giving to higher bids, and insist that my rights be respected.

A. B. HAVENS.

LEAVENWORTH, KANS., June 5, 1875.

DEAR SIR: Since the receipt of your telegram to me of May 22, I have telegraphed you several times, and written you, but have been unable to get answer. As a last resort, to find out about Sioux City flour and corn at Cheyenne, I advised with a friend at Washington, who gets from your Office the following facts: That you have entirely ignored my bid for flour at Sioux City, at \$2.74, and given it to J. H. Charles, at \$2.97. I have due respect for you by virtue of the office you hold, and am entitled to a like respect from you on business principles, if for nothing more.

I have just telegraphed you the following :

"Hon. E. P. SMITH,

"*Commissioner Indian Affairs, Washington, D. C.:*

"I protest against your passing my bid for flour at Sioux City and corn at Cheyenne, and giving to higher bids, and insist that my rights be respected."

I respectfully ask you to inform me why you should telegraph to me the following :

"WASHINGTON, D. C., May 22, 1875.

"To A. B. HAVENS,

"*Leavenworth, Kans.:*

"Your bid for flour at Sioux City, at \$2.74, seems to have been overlooked or was it withdrawn?"

"E. P. SMITH,

"*Commissioner Indian Affairs.*

"Received 8.20 p. m."

Monday morning I saw a letter from Mr. Charles, of Sioux City, dated 20th, in which, among other things, he says he gets the flour at \$2.74, but presuming Mr. Charles had withdrawn his bid of \$2.66 and I being the next lowest bidder, was entitled to the flour.

I had reason to expect that your telegram meant that the flour would be awarded me, and Monday a. m., May 24th, telegraphed as follows :

"My bid for flour at Sioux City was not withdrawn. Telegraph immediately quantity awarded me.

"A. B. HAVENS."

To the above I have never received answer.

All I ask in the matter is fair and square consideration of my bid, which I shall insist on, and that the matter of preference shall not stand in the way of my obtaining my rights.

If you can show me how Mr. J. H. Charles can be entitled to the contract at \$2.97, as against my bid of \$2.74 at Sioux City, or \$2.69 at Omaha, or how the interests of the Government are best subserved by such an award, I shall be content with such a decision. But, on the contrary, if I am entitled to the contract as being the lowest responsible bidder, I shall most certainly endeavor to obtain it.

The corn for delivery at Cheyenne you awarded me, but failed to send the contract.

Trusting you will favor me with an early answer, I am, very respectfully,

A. B. HAVENS.

Hon. E. P. SMITH,

*Commissioner Indian Affairs, Washington, D. C.*

LEAVENWORTH, KANS., June 19, 1875.

SIR: I have the honor to inclose herewith a copy of the correspondence between the Hon. E. P. Smith, Commissioner of Indian Affairs, and myself in relation to the award made by him for flour to be furnished at Sioux City, for the use of the Indian Department.

I also inclose copy of a letter which I have this day written to the Commissioner, and respectfully ask that you investigate the subject of the correspondence, and favor me with an early decision as to the claims I have made for this contract.

I regret to say that an appeal to your Department has been made necessary by reason of my inability to obtain a response to any of my telegrams or letters to the Commissioner, and feeling that I am entitled as the lowest responsible bidder to the contract in question, I am compelled to ask your consideration of my claims.

I have the honor to be, very respectfully, your obedient servant,

A. B. HAVENS.

Hon. COLUMBUS DELANO,

*Secretary of the Interior, Washington, D. C.*

The above is a copy of a letter transmitted to Hon. C. Delano, Secretary of the Interior.

LEAVENWORTH, KANS., June 19, 1875.

SIR: Having failed as yet to obtain any response from your Office to my telegrams and letters touching the award for flour at Sioux City, Iowa, for the use of your Department, I now make a final appeal to you for a recognition of my rights.

Under your invitation for proposals I submitted a bid for this flour at \$2.74 per 100 pounds. The bid was strictly in conformity with the requirements of your Office, and was accompanied by a certified check on a United States depository for the requisite amount of money.

Not long after my return home I saw a letter from Mr. Charles, in which he stated that this flour had been awarded him at \$2.74, which by reference to my bid you will find to be my figures and not Mr. Charles's.

Subsequently you telegraphed me saying that my bid for flour seemed to have been overlooked, or was it withdrawn?

I immediately telegraphed in response that I had not withdrawn my bid, and asked to be notified how much had been awarded me, to which I have received no response. Through a friend in Washington who took the trouble to investigate this award, I learned that Mr. Charles had been given the contract at \$2.97 on what was termed an average of his bid, thus utterly ignoring by bid of \$2.74 for the same supplies.

I have thus carefully stated all the facts in this matter, and sincerely hope that in so plain a case any other course than this appeal will be necessary to obtain my rights and justice to Government as well as to myself.

Very respectfully, your obedient servant,

A. B. HAVENS.

Hon. E. P. SMITH,

*Commissioner of Indian Affairs, Washington, D. C.*DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., June 25, 1875.*

SIR: Referring to your letter of June 5, which did not reach this Office till the 11th instant, relative to the award of the contract for flour at Sioux City, I have to say that my telegram of May 22, as to your bid at \$2.74, was sent under a misapprehension of the facts in the case.

In looking over your bid I found that it contained a lower figure for flour at Sioux City than that at which the award had been made, and I did not understand why you had not received the contract, nor why, on the presumption that you were acquainted with the award made to J. H. Charles, as publicly announced, you did not call the attention of the Office to it. In this uncertainty I telegraphed you as follows:

"Your bid for flour at Sioux City at \$2.74 seems to have been overlooked, or was it withdrawn?"

I subsequently found, however, that the award was made to Mr. Charles, at the figures named, in connection with his bid for flour delivered at Fort Peck, at \$3.17, this being a much lower figure for the Fort Peck flour than could be obtained elsewhere; and for this reason the award was made to J. H. Charles at \$2.97.

The seeming neglect in answering your inquiries has been due to the very heavy pressure of work upon my desk, and this being a matter which requires my personal attention, it has been crowded aside from day to day, until the present time on my return from New York.

Very respectfully, your obedient servant,

EDW. P. SMITH,  
*Commissioner.*

A. B. HAVENS, Esq.,

*Leavenworth, Kans.*

LEAVENWORTH, KANS., June 28, 1875.

SIR: I am in receipt of your letter of the 25th instant. You say that you presume I was acquainted with the award made Mr. J. H. Charles for flour at Sioux City as publicly announced. I did not understand when the announcements were made that Mr. Charles got the flour at \$2.97, or I should most assuredly called your attention to it at the time. I left New York the day the awards were made, and did not ascertain the fact that my bid was ignored and the award made over my bid, until I got it through a friend. You will recollect that you awarded me the corn at Cheyenne, at \$2.44, but after the award Mr. McCann claimed the corn on the ground that he was the lowest bidder, and you gave him the contract. If Mr. McCann was the lowest bidder, he was entitled to the contract, and I find no fault in his obtaining it. Now take your ruling of giving the contracts to the lowest responsible bid, is just why I claim the contract for the flour at Sioux City at my bid, \$2.74, which is lower than Mr. Charles at \$2.97. And I still ask that you make the proper corrections.

Very respectfully,

A. B. HAVENS.

Hon. E. P. SMITH,

*Commissioner of Indian Affairs, Washington, D. C.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., July 3, 1875.

SIR: I have the honor to acknowledge the receipt, by reference from the Department, of a communication from A. B. Havens, of Leavenworth, Kans. dated the 19th ultimo, inclosing certain copies of correspondence with this Office in regard to the award made in contract for flour for certain Indian agencies on the Upper Missouri River.

The matter having been referred to this Office for report, I respectfully submit herewith a copy of Office letter to Mr. Havens, of the 25th ultimo, explanatory of the award referred to. And in further explanation of this letter I have to say that on opening the bids, the question of supplies for Montana was one of the most serious and difficult under consideration by the board in connection with the lettings, and it was determined that so far as possible supplies should be purchased at some point where they could be inspected before being shipped to the agencies: the market rates naturally make Sioux City such a point. Mr. Havens's bid for flour at Sioux City was \$2.74 per hundred. Mr. Charles's bid at the same place was \$2.97 per hundred, and for flour delivered at Fort Peck to be inspected at Sioux City \$3.17 per hundred. Mr. Havens did not bid for flour delivered at Fort Peck.

The amount of flour required at Sioux City was 1,160,000 pounds; the amount of flour required at Fort Peck was 250,000 pounds, and the transportation from Sioux City to Fort Peck amounts to \$2 per hundred. The flour purchased on Charles's bid for Sioux City and Fort Peck, delivered, costs the Government \$39,595. See letter to Havens July 14, 1875.

If the flour had been purchased on Havens's bid for Sioux City and Fort Peck, with transportation for the Fort Peck flour added, it would have cost the Government \$41,990, leaving a balance in favor of the Government by accepting Charles's bid of the amount of \$2,395. My telegram of May 22, 1875, to Mr. Havens, was made on a subsequent examination of all the bids, in which I came across his bid for flour at Sioux City at \$2.74, and comparing it with the price named by Charles, viz, \$2.97 for the same place, I did not for the moment recollect the combined bid of Charles, which induced the board to accept his proposition rather than that of Mr. Havens.

The papers in the case are herewith returned.

Very respectfully, your obedient servant,

EDW. P. SMITH,  
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., July 8, 1875.

No further action contemplated relative to flour contract at Sioux City. Letter from Secretary reaches you to-day.

EDW. P. SMITH,  
Commissioner.

A. B. HAVENS,  
Leavenworth, Kans.  
Charge to Indian Office.

LEAVENWORTH, KANS., July 10, 1875.

SIR: I am in receipt of letter from the Hon. Secretary of Interior, inclosing a copy of your letter to him of July 3.

In conclusion as to any further correspondence I shall have with you in this matter of award of flour for Sioux City, I beg leave to say that I regard the excuse you offer as not sufficient to justify the award to Mr. Charles over my bid, as you have done; the award is unjust and not excusable on your part.

If you are working strictly in the interests of the Government, you would have awarded me the flour at Sioux City and Mr. Charles the flour at Peck.

You made no public award of flour at Peck to Mr. Charles; your award to Charles was at \$2.97 at Sioux City, and not at Peck. The Peck award at \$3.17 is, as I understand it, simply an excuse to throw the contract to the 'ring.' There is a good deal of consistency in Mr. Charles's bid to deliver flour at Sioux at \$2.97 and \$3.17 at Peck, where you say that transportation is \$2 per 100 pounds. Charles gets \$20.

The true meaning of your telegrams of May 22 I understood, but I did not withdraw my bid; I was and still am prepared to fill the contract. The price I bid at would have paid me a good profit.

If in good faith you wanted to award the flour to the lowest bidder and promote the interest of the Government, you as a sworn officer, and as right and justice would direct, would have awarded me the 1,000,000 pounds flour at Sioux City at \$2.74, and given Mr. Charles the Fort Peck flour at \$3.17, and in doing this would have saved the Government you represent \$2,530. True this is a small sum, but taking your ground of saving for the Government, this is too large an item to be overlooked.

You say in your letter to the Secretary of the Interior that in making the award to Mr. Charles you save the Government \$2,395. In this you are mistaken; taking your own figures it is \$1,395. As a matter of fact your award costs the Government \$2,530.

You will please understand that what I wrote you is not in a threatening spirit. I feel that I have been wronged by you, and not alone wronged, but that by reason of this wrong you have the same as taken a good profit from me that I could have legitimately made on the contract. I am not unreasonable, neither do I ask for anything of you but my rights; this I have failed to get from you. My only recourse now is to lay my grievances before Congress, and with a sworn statement and with the indorsement of good and responsible men go to the public through the press; and with such statement, the facts in the case, and your own correspondence and acts, let the public judge of your acts of this and other matters pertaining to your Department.

I am, sir, very respectfully,

A. B. HAVENS.

Hon. E. P. SMITH,  
*Commissioner of Indian Affairs, Washington, D. C.*

Charles award :

|   |             |
|---|-------------|
| Say 1,100,000 flour for Sioux, \$2.97 ..... | \$32,670 00 |
| 250,000 flour for Peck, \$3.17 .....        | 7,925 00    |
|   | <hr/>       |
|   | \$40,595 00 |

Havens bid :

|  |                    |
|--|--------------------|
| 1,100,000 flour for Sioux, at \$2.74 ..... | \$30,140 00        |
| 250,000 flour at Sioux for Peck .....      | \$2.74             |
| Transportation .....                       | 2.00               |
|  | <hr/>              |
|  | \$4.74 \$41,990 00 |

I have had transportation offered at \$1.40, Sioux to Peck.

At your figures the difference is \$1,395 in favor Charles bid.  
The way the award should have been made, would be Havens 1,100,000 at Sioux, \$2.74 .....

|  |             |
|--|-------------|
| Charles, 250,000 at Peck, \$3.17 ..... | \$30,140 00 |
|  | 7,925 00    |
|  | <hr/>       |
|  | \$38,065 00 |

Saving to Government, \$2,530.

LEAVENWORTH, KANS., July 17, 1875.

SIR: Referring to your letter of the 14th instant, I note what you say in the matter of award of flour to Mr. Charles—he declining to take the flour at Peck without taking in that for Sioux City.

By referring to copy of your advertisements for "proposals for Indian supplies," I notice a clause that requires that all bids of over \$5,000 must be accompanied by a certified check payable to the order of the Commissioner of Indian Affairs for 5 per centum of the amount of supplies bid for, and in case the bidder fail to make his bid good, he shall forfeit the sum deposited to the United States.

Now why, if Mr. Charles complied with your requirements, could you not have compelled him to take the Peck flour alone, or forfeit to the Government 5 per cent. on his bid? If he did not deposit the 5 per cent. according to the terms of your advertisement, his bid should not have been considered.

I think I have met fairly all the excuses you have offered to favor Mr. Charles.

Very respectfully,

A. B. HAVENS.

Hon. E. P. SMITH,  
*Commissioner Indian Affairs, Washington, D. C.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., July 23, 1875.*

SIR: In reply to your inquiry of the 17th instant which I find waiting my return to this city, I have to say that Mr. Charles did not bid for Fort Peck flour alone, and therefore he could not be compelled to take it alone.

The facts still remain as I have previously stated them to you. We got the very best we could out of Mr. Charles on his bid, and that best was better than we could have done in any other way.

I notice you speak of freight being lower than \$2 by private parties; but you will not forget that I am not at liberty to avail myself of any other rates than those for which I have contracted on bids under advertisement.

Very respectfully, your obedient servant,

EDW. P. SMITH, *Commissioner.*

A. B. HAVENS, Esq., *Leavenworth, Kans.*



FIFTH AVENUE HOTEL, ROOM 109,  
New York, April 30, 1875.

DEAR SIR: In explanation we would respectfully call your attention to our proposal to furnish beef for the ensuing year at Cheyenne, Kiowa, and Wichita agencies. It was made on the basis of all three of the posts, and we are opposed to our proposition being divided. If our bid is lower for the three posts than any other three bids combined, we want the contract.

We have the honor to be, very respectfully, your obedient servants,  
INSLEY & McDONALD.

Hon. E. P. SMITH,  
Commissioner of Indian Affairs, New York.

NEW YORK, May 3, 1875.

DEAR SIR: By information from members of the commission, it would appear that our letter, written at your request April 30, was misunderstood. In order that there can be no misunderstanding about our bid, we respectfully inform you we submitted our proposition to furnish beef and flour at the different places named therein understandingly, and that we are fully prepared and willing to carry out in good faith any and all contracts that may be awarded to us under our bids, both north and south, and respectfully claim all our bids entitle us to, by virtue of being lowest bidders. Our average bid on beef for three posts in the Indian Territory is 1.61½, next lowest 1.64½, and next 1.70, and you will please observe that for the same posts we are \$1,370 lower than any and all other bids that can be combined for the same—ours not included.

If you decide to average bids north, we suppose, of course, the same principle will apply to the south and *vice versa*. Should you award each post separately, we call your attention to the fact that we are the next lowest bidders on Whetstone and Red Cloud agencies, and will be entitled to those posts, unless some person bidding below us accepts the award. We stand ready to make good any bid we made separately or as a whole, claiming only our rights under your general writing, let that be what it may.

Very respectfully, your obedient servants,

INSLEY & McDONALD.

Hon. E. P. SMITH,  
Commissioner Indian Affairs, New York.

DEPARTMENT INTERIOR, OFFICE INDIAN AFFAIRS.

Received this 13th day of May, 1875, of E. P. Smith, Commissioner Indian Affairs, checks Nos. 1, 2, and 4 on (\$15,000, \$4,000, \$1,000) National Bank of Commerce of New York for twenty thousand dollars, the same having been deposited with bid for supplies for Indian Department, under advertisement of March 25, 1875.

INSLEY & McDONALD.

[Private mark.]  
Proposal for supplies.

NEW YORK, April 26, 1875.

To the Commissioner of Indian Affairs:

We propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated March 25, 1875, the following articles at the prices thereto affixed:

FOR SIOUX AND PONCA AGENCIES.

Beef-cattle, gross weight, on the hoof, to average 850 pounds, from July 1 to January 1, and from January 1 to July 1.

| No. of pounds. | To be delivered at—           | Price.                                  |
|----------------|-------------------------------|---|
| 5, 800, 000    | Whetstone agency, Dakota..... | \$2.23 per hundred pounds gross weight. |
| 6, 600, 000    | Red Cloud agency, Dakota..... | 2.19 per hundred pounds gross weight.   |

## FOR OTHER AGENCIES.

*Good merchantable beef-cattle, on the hoof, gross weight.*

| No. of pounds. | To be delivered at—                                 | Price.                                  |
|----------------|---|---|
| 1,900,000      | Cheyenne and Arapahoe agency, Indian Territory..... | \$1.59 per hundred pounds gross weight. |
| 2,300,000      | Kiowa agency, Indian Territory.....                 | 1.61 per hundred pounds gross weight.   |
| 700,000        | Wichita agency, Indian Territory.....               | 1.73 per hundred pounds gross weight.   |

## MISCELLANEOUS SUPPLIES.

|  | To be delivered at—                           | Prices.  |
|--|---|--|
|  |   | Sample No. 1.  |
| <i>For Cheyenne and Arapahoe agency.</i> |   |  |
| 280,000 pound XX flour.....              | { Fort Scott, Kansas.<br>{ Kansas City, Mo... | \$2.47 per hundred pounds.<br>2.57 per hundred pounds. |
| <i>For Kiowa agency.</i>                 |   |  |
| 370,000 pounds XX flour.....             | { Fort Scott, Kansas.<br>{ Kansas City, Mo... | \$2.47 per hundred pounds.<br>2.57 per hundred pounds. |
| <i>For Wichita agency.</i>               |   |  |
| 60,000 pounds XX flour.....              | { Fort Scott, Kansas.<br>{ Kansas City, Mo... | \$2.47 per hundred pounds.<br>2.57 per hundred pounds. |

Approximate amount of proposal, \$400,000.

Check inclosed on ——— for \$20,000.

Signature:

M. H. INSLEY &amp; B. P. McDONALD.

Residence: Leavenworth, Kansas.

Address in New York: Fifth Avenue Hotel.

New York references: DONNELL, LAWSON &amp; Co., 92 Broadway; A. H. BROWN &amp; Co., 22 Nassau street.

(Indorsed:) No. 37. Proposal for supplies from Insley &amp; McDonald, Leavenworth, Kansas.

[Private mark.]

*Proposals for supplies.*

NEW YORK, April 26, 1875.

*To the Commissioner of Indian Affairs:*

I, L. H. Hershfield, propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated March 25, 1875, the following articles at the prices thereto affixed:

FOR SIOUX AND PONCA AGENCIES.

Beef-cattle, gross weight, on the hoof, to average 850 pounds, from July 1 to January 1, and from January 1 to July 1.

| No. of pounds. | To be delivered at—                 | Price.   |
|----------------|-------------------------------------|--|
| 1,300,000      | Yankton agency, Dakota .....        | \$2.47 per 100 pounds.                               |
| 5,800,000      | Whetstone agency, Dakota .....      | 2.28 per 100 pounds.                                 |
| 1,800,000      | Upper Missouri agency, Dakota ..... | 2.27 per 100 pounds.                                 |
| 3,900,000      | Cheyenne River agency, Dakota ..... | 2.27 per 100 pounds.                                 |
| 4,600,000      | Standing Rock agency, Dakota .....  | 2.37 per 100 pounds.                                 |
| 6,600,000      | Red Cloud agency, Dakota .....      | 2.35 per 100 pounds. (\$2.35.)                       |
| 500,000        | Fort Berthold agency, Dakota .....  | 2.87½ per 100 pounds. American or Northern wintered. |

FOR OTHER AGENCIES.

Good merchantable beef-cattle, on the hoof, gross weight.

| No. of pounds. | To be delivered at—                | Price.                 |
|----------------|------------------------------------|------------------------|
| 100,000        | Blackfeet agency, Montana .....    | \$1.93 per 100 pounds. |
| 1,500,000      | Crow agency, Montana .....         | 2.24 per 100 pounds.   |
| 800,000        | Fort Peck agency, Montana .....    | 2.65 per 100 pounds.   |
| 100,000        | Fort Belknap agency, Montana ..... | 2.17 per 100 pounds.   |
| 100,000        | Lemhi agency, Idaho .....          | 1.97 per 100 pounds.   |
| 200,000        | Fort Hali agency, Idaho .....      | 1.95 per 100 pounds.   |

MISCELLANEOUS SUPPLIES.

|   | Price.   |
|---|--|
| <i>For Peck agency, (Montana.)</i>                          |  |
| 250,000 pounds XX flour .....                               | \$4.10 per 100 pounds.   |
| 250,000 pounds good, sound, merchantable shelled corn ..... | 3 cents per pound.   |
| 25,000 pounds bacon, clear sides .....                      | 15½ cents per pound.   |
| <i>For Blackfeet agency, (Montana.)</i>                     |  |
| 225,000 pounds XX flour .....                               | \$4.45 per 100 pounds.   |
| 50,000 pounds mess-pork, or bacon, clear sides .....        | Mess-pork, 13½ cents per pound; bacon, clear sides, 16 cents per pound.    |
| <i>For Crow agency, (Montana.)</i>                          |  |
| 500,000 pounds XX flour .....                               | \$5.71 per 100 pounds.   |
| 40,000 pounds mess-pork, or bacon, clear sides .....        | Mess-pork, 17 cents per pound; bacon, clear sides, \$17.63 per 100 pounds. |
| <i>Lemhi agency, (Idaho.)</i>                               |  |
| 75,000 pounds XX flour .....                                | \$4.35 per 100 pounds.   |
| 4,000 pounds bacon, clear sides .....                       | 16½ cents per pound.   |
| <i>Fort Hall agency, (Idaho.)</i>                           |  |
| 100,000 pounds XX flour .....                               | \$4.10 per 100 pounds.   |
| 3,000 pounds bacon, clear sides .....                       | 16½ cents per pound.   |

Approximate amount of proposal, \$630,635, \$61,083—\$691,718, and \$20,687.50—\$712,405.50.  
Check inclosed on Bank of Commerce, New York, for \$35,620.27.

Signature :

L. H. HERSHFIELD.

Residence : Helena, Montana.

Address in New York : 92 Broadway, or Metropolitan Hotel.

New York references : DONNELL, LAWSON & CO., Continental Insurance Company.

(Indorsed :) No. 67. Proposal for supplies from L. H. Hershfield, Helena, Montana.

Received this 8th day of May, 1875, of Edw. P. Smith, Commissioner of Indian Affairs, check No. 3 on National Bank of Commerce, New York, for thirty-five thousand six hundred and twenty  $\frac{3}{10}$  dollars, the same having been deposited with bid for supplies for Indian Department, under advertisement of March 25, 1875.

L. H. HERSHFIELD.

[Private mark.]

*Proposal for supplies.*

NEW YORK CITY, April 26, 1875.

To the Commissioner of Indian Affairs :

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated March 25, 1875, the following articles, at the prices thereto affixed :

FOR SIOUX AND PONCA AGENCIES.

*Beef-cattle, gross weight, on the hoof, to average 850 pounds, from July 1 to January 1, and from January 1 to July 1.*

| No. of pounds. | To be delivered at—                 | Price.   |
|----------------|-------------------------------------|--|
| 1,300,000      | Yankton agency, Dakota .....        | At \$2.55 per pound, gross weight, provided that all the cattle for the Santee, Ponca, Fort Berthold, Fort Peck, Southern Apache, Cimarron, and Abiquiu agencies are received at one delivery. |
| 5,800,000      | Whetstone agency, Dakota .....      |  |
| 1,800,000      | Upper Missouri agency, Dakota ..... |  |
| 3,900,000      | Cheyenne River agency, Dakota ..... |  |
| 4,600,000      | Standing Rock agency, Dakota .....  |  |
| 6,600,000      | Red Cloud agency, Dakota .....      |  |
| 400,000        | Santee agency, Nebraska .....       |  |
| 300,000        | Ponca agency, Dakota .....          |  |
| 500,000        | Fort Berthold agency, Dakota .....  |  |

FOR OTHER AGENCIES.

*Good merchantable beef-cattle, on the hoof, gross weight.*

| No. of pounds. | To be delivered at—                                  | Price.   |
|----------------|--|--|
| 1,900,000      | Cheyenne and Arapahoe agency, Indian Territory ..... | At 2.55 cents per pound, gross weight, provided that all the cattle for the Santee, Ponca, Fort Berthold, Fort Peck, Southern Apache, Cimarron, and Abiquiu agencies are received at one delivery. |
| 2,300,000      | Kiowa agency, Indian Territory .....                 |  |
| 700,000        | Wichita agency, Indian Territory .....               |  |
| 800,000        | Fort Peck agency, Montana .....                      |  |
| 1,275,000      | Camp Apache agency, Arizona .....                    |  |
| 1,900,000      | San Carlos agency, Arizona .....                     |  |
| 650,000        | Chiricahua agency, Arizona .....                     |  |
| 1,000,000      | Mescalero agency, New Mexico .....                   |  |
| 250,000        | Southern Apache agency, New Mexico .....             |  |
| 70,000         | Cimarron agency, New Mexico .....                    |  |
| 50,000         | Abiquiu agency, New Mexico .....                     |  |

Signature :

L. T. GREENFIELD.

Address in New York: Windsor Hotel.  
 New York references: LEONARD, SHELDON & Co., No. 10 Wall street.  
 Received of E. P. Smith, Commissioner of Indian Affairs, certified checks on Merchants National Bank of Saint Paul, as follows:

|                  |   |           |
|------------------|---|-----------|
| No. 463, \$5,000 | } | \$45,000. |
| No. 465, 5,000   |   |           |
| No. 466, 5,000   |   |           |
| No. 467, 10,000  |   |           |
| No. 468, 10,000  |   |           |
| No. 469, 2,500   |   |           |
| No. 470, 2,50    |   |           |
| No. 471, 2,500   | } |           |
| No. 422, 2,50    |   |           |

A. H. WILDER.

(Indorsed:) No. 33. Proposal for supplies from L. T. Greenfield.

[Telegram.]

LEAVENWORTH, KANS., April 28, 1875.

Hon. EDWARD P. SMITH,  
 Commissioner Indian Affairs, 82 White Street, New York:

Certified checks mentioned are all right. C. Cunningham, assistant cashier, also certifies.  
 R. CROZIER,  
 Cashier.

84.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
 Washington, D. C.

Received this — day of —, 1875, of Edw. P. Smith, C ommissioner of Indian Affairs, checks Nos. 5, 6, and 12, on First National , Leavenworth, for eleven thousand one hundred and ninety (11,190) dollars, the same having been deposited with bid for supplies for Indian Department, under advertisement of March 25, 1875.

F. T. BULKLEY,  
 By L. F. SMITH.

Hon. E. P. SMITH,  
 Commissioner of Indian Affairs :

Please deliver to L. T. Smith my three checks accompanying my bill. He is authorized to receipt for them and sign my name.  
 Respectfully,

F. C. BULKLEY.

[Private mark.]

Proposal for supplies.

NEW YORK, N. Y., April 27, 1875.

To the Commissioner of Indian Affairs :

I, F. C. Bulkley, propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated March 25, 1875, the following articles at the prices thereto affixed :

FOR SIOUX AND PONCA AGENCIES.

Beef-cattle, gross weight on the hoof to average 850 pounds, from July 1 to January 1, and from January 1 to July 1.

| No. of pounds. | To be delivered at—                | Price.                       |
|----------------|------------------------------------|------------------------------|
| 5,800,000      | Whetstone agency, Dakota.....      | 2.24 cents per pound, gross. |
| 1,800,000      | Upper Missouri agency, Dakota..... | 2.45 cents per pound, gross. |
| 3,900,000      | Cheyenne River agency, Dakota..... | 2.70 cents per pound, gross. |
| 4,600,000      | Standing Rock agency, Dakota.....  | 2.70 cents per pound, gross. |
| 6,600,000      | Red Cloud agency, Dakota.....      | 2.25 cents per pound, gross. |

INDIAN AFFAIRS.

FOR OTHER AGENCIES.

Good merchantable beef cattle, on the hoof, gross weight.

| No. of pounds. | To be delivered at—                             | Price.                       |
|----------------|---|------------------------------|
| 1,900,000      | Cheyenne and Arapahoe agency, Indian Territory. | 1.95 cents per pound, gross. |
| 2,300,000      | Kiowa agency, Indian Territory.....             | 1.89 cents per pound, gross. |
| 700,000        | Wichita agency, Indian Territory.....           | 1.87 cents per pound, gross. |

MISCELLANEOUS SUPPLIES.

|  | To be delivered at— | Prices.       |               |               |
|--|---------------------|---------------|---------------|---------------|
|  |                     | Sample No. 1. | Sample No. 2. | Sample No. 3. |
| <i>For Standing Rock agency, (Grand River.)</i>          |                     |               |               |               |
| 40,000 pounds beans.....                                 |                     |               |               |               |
| <i>For Red Cloud agency.</i>                             |                     |               |               |               |
| 880,000 pounds XX flour.....                             | Cheyenne.....       |               |               |               |
|  | Omaha.....          |               |               |               |
|  | The agency.....     |               |               |               |
| 275,000 pounds bacon clear sides                         |                     |               |               |               |
| 880,000 pounds good sound merchantable shelled corn..... | Cheyenne.....       |               |               |               |
|  | Omaha.....          |               |               |               |
|  | The agency.....     |               |               |               |
| 110,000 pounds beans.....                                |                     |               |               |               |
| <i>For Cheyenne and Arapahoe agency.</i>                 |                     |               |               |               |
| 280,000 pounds XX flour.....                             | Kansas City.....    |               |               |               |
|  | Caddo.....          |               |               |               |
| 30,000 pounds bacon, clear sides.                        | Wichita.....        |               |               |               |
|  | Agency.....         | 1.15          | 5.40          | 6.36          |
| <i>For Kiowa agency.</i>                                 |                     |               |               |               |
| 370,000 pounds XX flour.....                             | Kansas City.....    | 3.25          | 3.60          | 3.70          |
|  | Caddo.....          |               |               |               |
| 37,500 pounds bacon, clear sides.                        | Agency.....         | 5.25          | 5.50          | 6.10          |
| <i>For Wichita agency.</i>                               |                     |               |               |               |
| 60,000 pounds XX flour.....                              | Kansas City.....    |               |               |               |
|  | Caddo.....          |               |               |               |
| 14,000 pounds bacon, clear sides                         | Agency.....         | 5.25          | 5.50          | 6.10          |

Approximate amount of proposal, \$——.  
 Certified check inclosed on First National Bank of Leavenworth, Kans., for \$——.

Signature: \_\_\_\_\_  
 Residence: Leavenworth, Kans.  
 Address in New York: Metropolitan Hotel.

(Indorsed:) No. 84. Proposal for supplies from F. C. Bulkley, Leavenworth, Kans.

DEPARTMENT INTERIOR, OFFICE OF INDIAN AFFAIRS,  
 Washington, D. C.

Received this —— day of ——, 1875, of E. P. Smith, Commissioner of Indian Affairs, check on National Bank Commerce, New York, for twenty-nine thousand six hundred and ten dollars, the same having been deposited with bid for supplies for Indian Department, under advertisement of March 25, 1875.

SETH MABRY.

NEW YORK.

Mr. E. P. SMITH, *Commissioner* :

SIR: You will see that I have next to the lowest bid for beef for the Sioux agencies. I am bidding in good faith and have the cattle to fill it strictly in accordance with your advertisement. As to my responsibility, I refer you to all former contractors. I believe I can do the work cheaper to the Government than the bids that are under, and respectfully ask that my bid be considered. I adopt this mode in placing my claim before you.

Respectfully, &c.,

SETH MABRY.

[Private mark.]

*Proposal for supplies.*

NEW YORK, April 27, 1875.

To the Commissioner of Indian Affairs :

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated March 25, 1875, the following articles at the prices thereto affixed :

FOR SIOUX AND PONCA AGENCIES.

*Beef-cattle, gross weight, on the hoof, to average 850 pounds, from July 1 to January 1, and from January 1 to July 1.*

| No. of pounds. | To be delivered at—                | Price.                                      |
|----------------|------------------------------------|---|
| 1,300,000      | Yankton agency, Dakota.....        | 2 cents and .70 per pound (2.70 per pound.) |
| 5,800,000      | Whetstone agency, Dakota.....      | 2.25 cents per pound.                       |
| 1,800,000      | Upper Missouri agency, Dakota....  | 2.70 cents per pound.                       |
| 3,900,000      | Cheyenne River agency, Dakota....  | 2.70 cents per pound.                       |
| 4,600,000      | Standing Rock agency, Dakota....   | 2.70 cents per pound.                       |
| 6,600,000      | Red Cloud agency, Dakota.....      | 2.25 cents per pound.                       |
| 500,000        | Fort Berthold agency, Dakota.... } | Weight to be according to advertisement.    |
| 40,000         | Sisseton agency, Dakota..... }     |   |
|                |                                    | Average bid 2.46½ per pound.                |

Approximate amount of proposal, \$592,200.

Check inclosed on National Bank of Commerce, New York, for \$29,610.

Signature:

SETH MABRY.

Residence: Austin, Texas.

Address in New York: Metropolitan Hotel.

New York references: Moses Taylor, City Bk.

(Indorsed:) S. Mabry. No. 90. Proposals for supplies, from Seth Mabry, Austin, Tex.

DEPARTMENT OF THE INTERIOR,  
*Office of Indian Affairs.*

Received, this 1st day of May, 1875, of E. P. Smith, Commissioner of Indian Affairs, two checks on National Bank Commerce, New York, for fifty-five thousand (50,000) dollars, the same having been deposited with bid for supplies for Indian Department, under advertisement of March 25, 1875.

I. A. BOSLER.,

CARLISLE, PA., April 24, 1875.

Hon. E. P. SMITH,  
*Commissioner Indian Affairs:*

I will furnish you beef-cattle, in accordance with your advertisement, which means beef-cattle on the hoof, as follows: Yankton agency, Crow Creek agency, Cheyenne River agency, Grand River agency, Red Cloud agency, Spotted Tail agency, at 2.95 cents per pound, gross.

Or, I will deliver cattle to fill the requirements of your advertisement as to quality and quantity, one-half the amount 1st to 25th of July, and the balance 1st of December, at 2.45 cents per pound, gross.

Or, I will deliver you beef "on the block," killed and dressed, in quarters, at the above-named agencies, as the agent may require it, not oftener, however, than twice a month, and with the further provision that at Cheyenne River and Standing Rock, or Grand River agencies, it be received on the east side of the Missouri River, and that for the months of January, February, and March, or such time as the Government may think it advantageous and safe, the amount will be received in hulk, for freezing purposes, at 5.95 cents per pound, net; and I will deliver you cattle on the hoof, gross, at Ponca, Santee, Berthold, Fort Peck, Shoshone, and Bannocks, all to be received at one delivery, at 2.95 cents per pound, gross.

I. W. BOSLER.

[Private mark.]

*Proposal for supplies.*

NEW YORK, April 27, 1875.

To the Commissioner of Indian Affairs:

I, Paul E. Harens, propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated March 25, 1875, the following articles at the prices thereto affixed:

FOR SIOUX AND PONCA AGENCIES.

*Beef-cattle, gross weight, on the hoof, to average 850 pounds, from July 1 to January 1, and from January 1 to July 1.*

| No. of pounds. | To be delivered at— | Price.                        |   |
|----------------|---------------------|-------------------------------|---|
| I              | 1,300,000           | Yankton agency, Dakota        | } Or for all of the beef required at these agencies as per your advertisement at the rate of \$2.57 per 100 lbs. gross. |
|                | 5,800,000           | Wheatstone agency, Dakota     |   |
|                | 1,800,000           | Upper Missouri agency, Dakota |   |
|                | 3,900,000           | Cheyenne River agency, Dakota |   |
|                | 4,600,000           | Standing Rock agency, Dakota  |   |
|                | 6,600,000           | Red Cloud agency, Dakota      |   |
| II             | 400,000             | Santee agency, Nebraska       | }   |
|                | 300,000             | Ponca agency, Dakota          |   |
|                | 500,000             | Fort Berthold agency, Dakota  |   |
|                | 40,000              | Sisseton agency, Dakota       |   |

Approximate amount of proposal, \$640,000.

Checks inclosed on First National Bank, Leavenworth, Kans., United States depository, for \$35,000.

Signature:

PAUL E. HARENS.

Residence: Leavenworth, Kansas.

Address in New York: Fifth Avenue Hotel.

New York references: Donnell, Lawson & Co., bankers, 92 Broadway, New York.

Received of E. P. Smith, Commissioner Indian Affairs, above-named certified checks for \$35,000.

Three checks, \$10,000, \$10,000, \$15,000.

P. E. HARENS, JR.  
A. B. HARENS.

(Indorsed:) P. E. Harens. No. 21. Proposal for supplies from—



UNION PACIFIC RAILROAD COMPANY,  
23 NASSAU STREET, NEW YORK,  
April 29, 1875.

DEAR SIR: Mr. J. B. Beard, who has charge of our stock-yards at Council Bluffs, Iowa, desires me to say to you that he is able and will carry out any contract that may be awarded to him.

From my knowledge of him and his ability, I have no hesitancy in saying he would not undertake any contract that he is not fully competent to fulfill.

Very truly, yours,

SIDNEY DILLON,  
President.

COMMISSIONER OF INDIAN AFFAIRS.

[Private mark.]

Proposal for supplies.

To the Commissioner of Indian Affairs:

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated March 25, 1875, the following articles at the prices thereto affixed:

FOR SIOUX AND PONCA AGENCIES.

Beef-cattle, gross weight, on the hoof, to average 850 pounds from July 1 to January 1 and from January 1 to July 1.

| No of pounds. | To be delivered at—                 | Price.                   |
|---------------|-------------------------------------|--------------------------|
| 1,300,000     | Yankton agency, Dakota .....        | 2 cents per pound gross. |
| 5,800,000     | Whetstone agency, Dakota .....      | 3 " do. do.              |
| 1,800,000     | Upper Missouri agency, Dakota ..... | 2 " do. do.              |
| 3,900,000     | Cheyenne River agency, Dakota ..... | 2½ " do. do.             |
| 4,600,000     | Standing Rock agency, Dakota .....  | 2½ " do. do.             |
| 6,600,000     | Red Cloud agency, Dakota .....      | 3 " do. do.              |
| 400,000       | Santee agency, Nebraska .....       | 1 cent do. do.           |
| 300,000       | Ponca agency, Dakota .....          | 1 " do. do.              |
| 500,000       | Fort Berthold agency, Dakota .....  | 1 " do. do.              |
| 40,000        | Sisseton agency, Dakota .....       | 1 " do. do.              |
| 800,000       | Fort Peck .....                     | 1 " do. do.              |

Provided, That at the Santee, Ponco, Fort Berthold, and Fort Peck agencies all the cattle are received at one delivery. The average, as I figure it, being 2.26.

Approximate amount of proposal, \$643,000.

Checks inclosed on Union National Bank for \$30,000.

Signature:

JAS. B. BEARD.

Residence: Council Bluffs, Iowa.

Address in New York: 50 Exchange Place, room 21.

New York references: FAIRFIELD & TRUSK, 150 Chambers street; GILMAN, SON & CO., 47 Exchange Place.

Received the above-named six certified checks for \$5,000 each of Edw. P. Smith, Commissioner Indian Affairs.

J. T. BALDWIN.

(Indorsed:) J. B. Beard, Nos. 27 and 27½. Proposal for supplies from ———.

[Private mark.]

Proposal for supplies.

To the Commissioner of Indian Affairs:

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals of Indian supplies," dated May 28, 1874, the following articles at the prices thereto affixed:

## FOR SIOUX AND PONCA AGENCIES

*Beef-cattle, gross weight, on the hoof.*

| No. of pounds. | To be delivered at—       | To average 850 pounds from July 1 to January 1, and 1,000 pounds from Jan. 1 to July 1. | To average 1,000 pounds all the year. |
|----------------|---------------------------|---|---------------------------------------|
| 450,000        | Santee agency, Nebraska.. | At \$2.67 per 100 pounds...   | \$3.05 per 100 pounds.                |
| 300,000        | Ponca agency, Dakota..... | At \$2.67 per 100 pounds...   | \$3.05 per 100 pounds.                |

*The following articles to be delivered at the agencies named.*

| To be delivered at—           | Articles.  | Prices.   |
|-------------------------------|--|---|
| Santee agency, Nebraska ..... | 450,000 pounds, gross weight, of beef-cattle, on the hoof. | \$2.67 per 100 lbs., one-half to average 850, and one-half to average 1,000; or \$3.05 per 100 pounds, to average 1,000 pounds all through. |
| Ponca agency, Dakota.....     | 300,000 pounds, gross weight, of beef-cattle, on the hoof. | Ponca agency the same.  |

Approximate amount of proposals, \$20,000.

Check inclosed on First National Bank of Sioux City, Iowa, for \$1,000.

Signature:

T. G. COWGILL,

Residence: Sioux City, Iowa.

Address in New York: St. Nicholas Hotel.

(Indorsed:) No. 60.—Proposal for supplies from T. G. Cowgill, Sioux City, Iowa.

KEOKUK, IOWA, June 27, 1874.

EDW. P. SMITH,

*Commissioner, Department of the Interior:*

SIR: I, the subscriber, hereby propose to furnish and deliver to the United States, at the places named below, agreeably to the terms of your advertisement inviting proposals for supplies for Indians, dated May 28, 1874, the following articles, viz

*At Red Cloud agency.*

- 6,000,000 pounds good beef-cattle, at 2.65 cents per pound, gross, delivered at agency.
- 550,000 pounds XX flour,  $\frac{1}{2}$ , at 2.73 cents per pound, delivered at Omaha.
- 240,000 pounds mess-pork, at 10.24 cents per pound, delivered at Yankton.
- 500,000 pounds corn, at 1.60 cents per pound, delivered at Yankton.
- 50,000 pounds Mexican beans,  $\frac{1}{2}$ , at 4½ cents per pound, delivered at Kansas City.
- Or Navy beans, at 4½ cents per pound, delivered at Kansas City.

*Upper Arkansas agency.*

- 1,900,000 pounds good beef-cattle, at 2.05 cents per pound, gross, at agency.
- 280,000 pounds XX flour,  $\frac{1}{2}$ , at 3½ cents per pound, at Kansas City.
- 30,000 pounds bacon, clear sides, at 11½ cents per pound, at Kansas City.
- 10,000 pounds lard, at 15 cents per pound, ten-pound cans, at Kansas City.
- lard, at 17½ cents per pound, five-pound cans, at Kansas City.

*Kiowa agency.*

- 2,300,000 pounds good beef-cattle, at 1.91 cents per pound, gross, at agency.
- 370,000 pounds XX flour,  $\frac{1}{2}$ , at 3½ cents per pound, at Kansas City.
- 37,500 pounds bacon, clear sides, at 11½ cents per pound, at Kansas City.
- 12,000 pounds lard, at 15 cents per pound, ten-pound cans, at Kansas City.
- lard, at 17½ cents per pound, five-pound cans, at Kansas City.

*Wichita agency.*

- 700,000 pounds good beef-cattle, at 1.91 cents per pound, gross, at agency.  
 60,000 pounds XX flour  $\times$ , at  $3\frac{1}{4}$  cents per pound, at Kansas City.  
 14,000 pounds lard, at 15 cents per pound, ten-pound cans, at Kansas City.  
 lard, at  $17\frac{1}{2}$  cents per pound, five-pound cans, at Kansas City.

*Yankton agency.*

- 1,700,000 pounds good beef-cattle, at 2.70 cents per pound, gross, at agency.  
 3,000 bushels wheat, good and sound, at \$1.25 per bushel, at Yankton.  
 20,000 pounds bacon, clear sides, at  $11\frac{1}{4}$  cents per pound, at Yankton.  
 50,000 pounds mess-pork, at 9.70 cents per pound, at Chicago.  
 250,000 pounds corn, at 1.60 cents per pound, at Yankton.  
 12,000 pounds Mexican beans  $\times$ , at  $4\frac{1}{2}$  cents per pound, at Yankton.  
 Or Navy beans  $\times$ , at  $4\frac{1}{2}$  cents per pound, at Yankton.

*Santee agency.*

- 16,000 pounds mess-pork, at 9.70 per pound, delivered at Chicago.

*Whetstone agency.*

- 6,000,000 pounds good beef-cattle, at 2.70 cents per pound, gross, at agency.  
 550,000 pounds XX flour  $\times$ , at 2.73 cents per pound, at Omaha.  
 240,000 pounds mess-pork, at 9.70 cents per pound, at Chicago.  
 500,000 pounds corn, at 1.60 cents per pound, at Yankton.  
 50,000 pounds Mexican beans  $\times$ , at  $4\frac{1}{2}$  cents per pound, at Yankton.  
 Or Navy beans  $\times$ , at  $4\frac{1}{2}$  cents per pound, at Yankton.

*Upper Missouri agency, (Crow Creek.)*

- 2,000,000 pounds good beef-cattle, at 2.71 cents per pound, gross, at agency.  
 500,000 pounds flour XX flour  $\times$ , at 2.73 cents per pound, at Omaha.  
 30,000 pounds bacon, clear sides, at  $11\frac{1}{4}$  cents per pound, at Yankton.  
 80,000 pounds mess-pork, at 9.70 cents per pound, at Chicago.  
 300,000 pounds corn, at 1.60 cents per pound, at Yankton.  
 25,000 pounds Mexican beans  $\times$ , at  $4\frac{1}{2}$  cents per pound, at Yankton.  
 Or Navy beans, at  $4\frac{1}{2}$  cents per pound, at Yankton.

*Cheyenne agency.*

- 3,800,000 pounds good beef-cattle, at 2.69 cents per pound, gross, at agency.  
 153,000 pounds mess-pork, at 9.70 cents per pound, at Chicago.  
 400,000 pounds corn, at 1.60 cents per pound, at Yankton.  
 50,000 pounds Mexican beans  $\times$ , at  $4\frac{1}{2}$  cents per pound, at Yankton.  
 Or Navy beans, at  $4\frac{1}{2}$  cents per pound, at Yankton.

*Standing Rock agency, (Grand River.)*

- 5,500,000 pounds good beef-cattle, at 2.69 cents per pound, gross, at agency.  
 525,000 pounds XX flour  $\times$ , at 3.10 cents per pound, at Sioux City.  
 60,000 pounds bacon, clear sides, at  $11\frac{1}{4}$  cents per pound, at Yankton.  
 160,000 pounds mess-pork, at 10.24 cents per pound, at Yankton.  
 500,000 pounds corn, at 1.60 cents per pound, at Yankton.  
 50,000 pounds Mexican beans  $\times$ , at  $4\frac{1}{2}$  cents per pound, at Yankton.  
 Or Navy beans  $\times$ , at  $4\frac{1}{2}$  cents per pound, at Yankton.  
 62,000 pounds salt, delivered at Chicago, at 1 cent per pound.  
 787,600 pounds good brown sugar  $\times$ , at New York or Philadelphia, at 8.72 cents.  
 396,800 pounds coffee (green)  $\times$ , at New York or Philadelphia, at  $22\frac{1}{2}$  cents.  
 53,600 pounds plug tobacco  $\times$ , at Saint Louis, at  $4\frac{1}{2}$  cents.  
 58,900 pounds brown soap  $\times$ , at Saint Louis, at  $5\frac{1}{2}$  cents.  
 35,000 pounds soda  $\times$ , at New York, at  $5\frac{1}{2}$  cents.

And pledge myself to enter into a written contract with the United States, with good and approved securities, within the space of ten days after being notified that my bid has been accepted.

SAM. G. BRIDGES.

NOTE:—The articles will be inserted at length, with the prices, &c.

*Guarantee.*

We, the undersigned residents of Keokuk, in the county of Lee and State of Iowa, hereby jointly and severally covenant with the United States and guarantee in case the foregoing bid of Sam. G. Bridges be accepted, that he or they will within ten days after the acceptance of the said bid execute the contract for the same with good and sufficient sureties in a sum equal to one-third of the amount of the contract, to perform the work or furnish the articles proposed, in conformity to the terms of the advertisement dated the 23th day of May, 1874, under which the bid was made.

And in case the said Sam. G. Bridges shall fail to enter into a contract as aforesaid, we guarantee to make good the difference between the offer by the said Sam. G. Bridges and the next responsible bidder, or the person to whom the contract may be awarded.

Given under our hands and seals this 27th day of June, 1874.

JNO. WILLIAMS. [SEAL.]  
GEO. B. SMYTH. [SEAL.]

I hereby certify that, to the best of my knowledge and belief, the above-named guarantors are good and sufficient as sureties for the amount for which they offer to be security.

J. M. LOVE,

*Judge District Court United States, District of Iowa.*

Refer to Messrs. Cragin & Co., New York; Hon. Geo. W. McCrary, Washington, D. C.; Justice Saml. F. Miller, Washington, D. C.

Sam. G. Bridge's residence and address, Keokuk, Iowa.

[Private mark, B. B.]

*Proposal for supplies.*

COUNCIL BLUFFS, IOWA, June 25, 1874.

*To the Commissioner of Indian Affairs:*

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated May 23, 1874, the following articles at the prices thereto affixed:

FOR SIOUX AND PONCA AGENCIES.

*Beef-cattle, gross weight, on the hoof.*

| No. of pounds. | To be delivered at—                | To average 850 pounds from July 1st to January 1st, and 1,000 pounds from January 1st to July 1st. |
|----------------|------------------------------------|--|
| 1,500,000      | Yankton agency, Dakota.....        | 2.75 per cwt.  |
| 5,400,000      | Whetstone agency, Dakota.....      | 2.70 per cwt.  |
| 1,800,000      | Upper Missouri agency, Dakota..... | 2.76 per cwt.  |
| 3,400,000      | Cheyenne River agency, Dakota..... | 2.76 per cwt.  |
| 5,000,000      | Standing Rock agency, Dakota.....  | 2.76 per cwt.  |
| 5,400,000      | Red Cloud agency, Dakota.....      | 2.70 per cwt.  |
| 450,000        | Santee agency, Nebraska.....       | 300 all at once.   |
| 300,000        | Ponca agency, Dakota.....          | 300 all at once.   |

MISCELLANEOUS SUPPLIES.

|                                   | To be delivered at— | PRICES.       |               |               |                  |
|-----------------------------------|---------------------|---------------|---------------|---------------|------------------|
|                                   |                     | Sample No. 1. | Sample No. 2. | Sample No. 3. | Sample No. 4.    |
| <i>For Santee agency.</i>         |                     |               |               |               |                  |
| 15,000 lbs. mess-pork....         | Sioux City.....     |               |               |               | \$20.75 per bbl. |
| <i>For Yankton agency.</i>        |                     |               |               |               |                  |
| 3,000 bushels wheat....           | Yankton agency..... |               |               |               | \$1.10 per bu.   |
| 20,000 lbs. bacon.....            | Sioux City.....     |               |               |               | 11½ c. per lb.   |
| 45,000 lbs. mess-pork....         | do.....             |               |               |               | \$20.50 per bbl. |
| 250,000 lbs. shelled corn..       | Yankton, D. T.....  | 75            | 83            |               | Per bushel.      |
| 12,000 lbs. beans.....            | Sioux City.....     | 2.87½         | 3.25          |               | Per bushel.      |
| <i>For Whetstone agency.</i>      |                     |               |               |               |                  |
| 500,000 lbs. XX flour.....        | Omaha, Nebr.....    | 2.45          | 2.75          | 2.95          | Per cwt.         |
| 200,000 lbs. mess-pork....        | do.....             |               |               |               | 19.75 per bbl.   |
| 500,000 lbs. shelled corn..       | do.....             | 59            | 64½           |               | Per bushel.      |
| 50,000 lbs. beans.....            | do.....             | 2.62½         | 2.97          |               |                  |
| <i>For Upper Missouri agency.</i> |                     |               |               |               |                  |
| 280,000 lbs. XX flour.....        | Yankton, D. T.....  | 2.50          | 2.75          |               | Per cwt.         |
| 30,000 lbs. bacon.....            | Sioux City.....     |               |               |               | 11½ c. per lb.   |
| 75,000 lbs. mess-pork....         | do.....             |               |               |               | \$20.50 per bbl. |
| 300,000 lbs. shelled corn..       | Yankton, D. T.....  | 75            | 83            |               |                  |
| 25,000 lbs. beans.....            | Sioux City.....     | 2.87½         | 3.25          |               | Per bushel.      |
| <i>For Cheyenne River agency.</i> |                     |               |               |               |                  |
| 320,000 lbs. XX flour.....        | Yankton, D. T.....  | 2.45          | 2.70          |               | Per cwt.         |
| 140,000 lbs. mess-pork....        | do.....             |               |               |               | \$20.50 per bbl. |
| 400,000 lbs. shelled corn..       | do.....             | 75            | 83            |               | Per bushel.      |
| 50,000 lbs. beans.....            | do.....             | 2.70          | 3.10          |               | Per bushel.      |
| <i>For Standing Rock agency.</i>  |                     |               |               |               |                  |
| 480,000 lbs. XX flour.....        | Yankton, D. T.....  | 2.45          | 2.70          |               | Per cwt.         |
| 60,000 lbs. bacon.....            | do.....             |               |               |               | 11½ c. per lb.   |
| 150,000 lbs. mess-pork....        | do.....             |               |               |               | \$20.50 per bbl. |
| 500,000 lbs. shelled corn..       | do.....             | 75            | 83            |               | Per bushel.      |
| 50,000 lbs. beans.....            | do.....             | 2.85          | 3.25          |               | Per bushel.      |
| <i>For Red Cloud agency.</i>      |                     |               |               |               |                  |
| 500,000 lbs. XX flour.....        | Omaha, Neb.....     | 2.50          | 2.65          | 2.85          | Per cwt.         |
| 200,000 lbs. mess-pork....        | do.....             |               |               |               | \$19.75 per bbl. |
| 500,000 lbs. shelled corn..       | do.....             | 59            | 64½           |               | Per bushel.      |
| 50,000 lbs. beans.....            | do.....             | 2.62½         | 2.97          |               | Per bushel.      |
| <i>For Upper Arkansas agency.</i> |                     |               |               |               |                  |
| 280,000 lbs. XX flour.....        | Kansas City.....    | 2.60          | 2.75          | 2.95          | Per cwt.         |
| 30,000 lbs. bacon.....            |                     |               |               |               |                  |
| 10,000 lbs. lard.....             |                     |               |               |               |                  |
| <i>For Kiowa agency.</i>          |                     |               |               |               |                  |
| 370,000 lbs. XX flour.....        | Kansas City.....    | 2.60          | 2.75          | 2.95          | Per cwt.         |
| 37,000 lbs. bacon.....            |                     |               |               |               |                  |
| 12,000 lbs. lard.....             |                     |               |               |               |                  |
| <i>For Wichita agency.</i>        |                     |               |               |               |                  |
| 60,000 lbs. XX flour.....         | Kansas City.....    | 2.60          | 2.75          | 2.95          | Per cwt.         |
| 14,000 lbs. lard.....             |                     |               |               |               |                  |

Flour sample marked as follows: No. 1 BB, No. 2 BB, No. 3 BB.

Samples of corn marked as follows: No. 1 BB, No. 2 BB.

Samples of beans marked as follows: No. 1 BB, No. 2 BB.

Approximate amount of proposal, \$———.

Check inclosed on Pacific National Bank, Council Bluffs, Iowa, for \$60,000.

Signature: J. T. GRANGER.

Residence: Council Bluffs, Iowa.

Address in New York: Metropolitan Hotel.

New York references: HAM BROTHERS, 23 Nassau street.

(Indorsed:) No. 19. Proposal for supplies from J. T. Granger.

[Private mark.]

*Proposal for supplies.*

*To the Commissioner of Indian Affairs:*

— propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated May 23, 1874, the following articles at the prices thereto affixed:

FOR SIOUX AND PONCA AGENCIES.

*Beef-cattle, gross weight, on the hoof.*

| No. of pounds. | To be delivered at—                | To average 850 pounds from July 1st to January 1st, and 1,000 pounds from January 1st to July 1st. |
|----------------|------------------------------------|--|
| 1,500,000      | Yankton agency, Dakota.....        | 2 63   |
| 5,400,000      | Whetstone agency, Dakota.....      | 2 53   |
| 1,800,000      | Upper Missouri agency, Dakota..... | 2 64   |
| 3,400,000      | Cheyenne River agency, Dakota..... | 2 63½  |
| 5,000,000      | Standing Rock agency, Dakota.....  | 2 64½  |
| 5,400,000      | Red Cloud agency, Dakota.....      | 2 53   |
| 450,000        | Santee agency, Nebraska.....       | 3 00   |
| 300,000        | Ponca agency, Dakota.....          | 3 00   |

The following articles to be delivered at the agencies named:

| To be delivered at—         | Articles.   | Sample No. 1. |                                    |
|-----------------------------|---|---------------|------------------------------------|
| Fort Peck agency, Montana.. | 1,000,000 pounds, gross weight, of beef-cattle, on the hoof....                               | 2 85          | } All to be taken at one delivery. |
|                             | 600,000 pounds XX flour.....  |               |                                    |
|                             | 100,000 pounds mess-pork.....   |               |                                    |
| Fort Berthold, Dakota.....  | 500,000 pounds, gross weight, of American or northern-wintered Texas cattle, on the hoof..... | 2 85          |                                    |

Approximate amount of proposal, \$———.

Check inclosed on City National Bank New York for \$35,000.

Signature: J. W. BOSLER.

Residence: Carlisle, Pa.

Received the above-named check, No. 41497, on National City Bank New York, for \$35,000.

J. W. BOSLER.

(Indorsed:) No. 12. Proposal for supplies from J. W. Bosler.

[Private mark.]

Proposal for supplies.

HENDERSON, MINN., June 27, 1874.

To the Commissioner of Indian Affairs :

I, Thomas Welch, propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated Washington, May 28, 1874, the following articles at the prices thereto affixed :

FOR SIOUX AND PONCA AGENCIES.

Beef-cattle, gross weight, on the hoof.

| No. of pounds. | To be delivered at--           | To average 850 pounds from July 1 to January 1, and 1,000 pounds from January 1 to July 1. * | To average 1,000 pounds all the year round. |
|----------------|--------------------------------|--|---|
| 1,500,000      | Yankton agency, Dakota.....    | 2.59 per pound   |   |
| 5,400,000      | Whetstone agency, Dakota....   | 2.54½ per pound  |   |
| 1,800,000      | Upper Missouri agency, Dakota  | 2.63 per pound   |   |
| 3,400,000      | Cheyenne River agency, Dakota. | 2.54½ per pound  |   |
| 5,000,000      | Standing Rock agency, Dakota.  | 2.54 per pound   |   |
| 5,400,000      | Red Cloud agency, Dakota....   | 2.52½ per pound  |   |
| 450,000        | Santee agency, Nebraska.....   | 2.86 per pound   | In 1 or 2 deliveries.                       |
| 300,000        | Ponca agency, Dakota.....      | 2.87 per pound   | In 1 or 2 deliveries.                       |

\*To average 850 lbs. from January 1 to July 1, and 1,000 lbs. from July 1 to January 1.

Approximate amount of proposal, \$600,000.

Certificate of deposit of Merchants' National Bank inclosed.

Signature:

THOS. WELCH.

Residence: Henderson, Minn.

References: Merchants' National Bank, Saint Paul; General H. H. Sibley, Saint Paul; First National Bank, Saint Paul.

(Indorsed:) No. 33. Proposal for supplies from Thos. Welch.

[Private mark.]

Proposal for supplies.

NEW YORK, July 1, 1874.

To the Commissioner of Indian Affairs :

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated May 28, 1874, the following articles at the prices thereto affixed :

FOR SIOUX AND PONCA AGENCIES.

Beef-cattle, gross weight, on the hoof.

| No. of pounds. | To be delivered at--          | To average 850 pounds from July 1 to January 1, and 1,000 pounds from January 1 to July 1. | To average 900 pounds all the year.         |
|----------------|-------------------------------|--|---|
| 5,400,000      | Whetstone agency Dakota....   | .....  | Two and four-tenths (2.04) cents per pound. |
| 5,400,000      | Red Cloud agency, Dakota..... | .....  | Two and four-tenths (2.04) cents per pound. |

Approximate amount of proposal, \$259,200.

Check inclosed on National City Bank, 52 Wall street, New York City, for \$12,960.

Signature:

JAMES M. BRACKENRIDGE.

Residence: San Antonio, Texas.

Address in New York: 52 Wall street, N. Y.

New York references: MOSES TAYLOR, esq., 52 Wall street, N. Y.

(Indorsed:) No. 34, proposal for supplies from James M. Brackenridge.

[Private mark.]

*Proposal for supplies.*

NEW YORK, July 2, 1874.

To the Commissioner of Indian Affairs:

I, Levi Wilson, propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated Washington, May 28, 1874, the following articles, at the prices thereto affixed:

FOR SIOUX AND PONCA AGENCIES.

*Beef-cattle, gross weight, on the hoof.*

| No. of pounds. | To be delivered at—             | To average 850 pounds from July 1 to January 1, and 1,000 pounds from January 1 to July 1. | To average 1,000 pounds all the year. |
|----------------|---------------------------------|--|---------------------------------------|
| 1,500,000      | Yankton agency, Dakota.....     | 2.70 c. per lb., gross   | 2.80 c. per lb., gross.               |
| 5,400,000      | Whetstone agency, Dakota.....   | 2.19 c. per lb., gross   | 2.24 c. per lb., gross.               |
| 1,800,000      | Upper Missouri agency, Dakota.. | 2.39 c. per lb., gross   | 2.49 c. per lb., gross.               |
| 3,400,000      | Cheyenne River agency, Dakota.. | 2.39 c. per lb., gross   | 2.46 c. per lb., gross.               |
| 5,000,000      | Standing Rock agency, Dakota..  | 2.35 c. per lb., gross   | 2.42 c. per lb., gross.               |
| 5,400,000      | Red Cloud agency, Dakota.....   | 2.19 c. per lb., gross   | 2.24 c. per lb., gross.               |
| 450,000        | Santee agency, Nebraska.....    | 2.70 c. per lb., gross   | 2.75 c. per lb., gross.               |
| 300,000        | Ponca agency, Dakota.....       | 2.70 c. per lb., gross   | 2.75 c. per lb., gross.               |

Or beef for all of the above agencies at 2.34 cents per pound, gross.

FOR AGENCIES IN THE INDIAN TERRITORY.

*Good, sound, merchantable beef-cattle on the hoof, gross weight.*

| Pounds.   | To be delivered at—                        | Price.                            |
|-----------|--|-----------------------------------|
| 1,900,000 | Upper Arkansas agency, Indian Territory .. | 1.72 cents per 100 pounds, gross. |
| 2,300,000 | Kiowa agency, Indian Territory.....        | 1.70 cents per 100 pounds, gross. |
| 700,000   | Wichita agency, Indian Territory.....      | 1.72 cents per 100 pounds, gross. |

The following articles to be delivered at the agencies named: Fort Berthold, Dakota—500,000 pounds, gross weight, of northern-wintered Texas cattle, on the hoof, 3.49 cents per pound, gross.

Approximate amount of proposal, \$640,500.

Check inclosed on National Bank Republic, New York, for \$33,000.

Signature:

LEVI WILSON.

Residence: Leavenworth, Kans.

Address in New York: Metropolitan Hotel.

New York references: Donnell, Lawson & Co., bankers, 92 Broadway, N. Y.

Names of all parties interested in foregoing proposal: Levi Wilson, L. T. Smith, D. W. Powers, J. J. Myers, H. L. Herman, F. C. Bulkley, H. B. Dunan, Ed. Fenlon.

Received the above-mentioned check, No. 32740, on National Bank of the Republic, New York, for \$33,000.

LEVI WILSON,  
Per L. F. SMITH.

(Indorsed:) No. 35. Proposal for supplies from Levi Wilson.



[Private mark.]

*Proposal for supplies.*

JUNE 29, 1874.

*To the Commissioner of Indian Affairs :*

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "Proposals for Indian supplies," dated May 28, 1874, the following articles, at the prices thereto affixed :

FOR SIOUX AND PONCA AGENCIES.

*Beef-cattle, gross weight, on the hoof.*

| No. of pounds. | To be delivered at—                 | To average 850 pounds from July 1 to January 1, and 1,000 pounds from January 1 to July 1. |
|----------------|-------------------------------------|--|
| 1,500,000      | Yankton agency, Dakota .....        | 2.58   |
| 5,400,000      | Whetstone agency, Dakota .....      | 2.34½  |
| 1,800,000      | Upper Missouri agency, Dakota ..... | 2.62   |
| 3,400,000      | Cheyenne River agency, Dakota ..... | 2.49½  |
| 5,000,000      | Standing Rock agency, Dakota .....  | 2.48   |
| 5,400,000      | Red Cloud agency, Dakota .....      | 2.30   |
| *450,000       | Santee agency, Nebraska .....       | 2.70   |
| *300,000       | Ponca agency, Dakota .....          | 2.72   |

Approximate amount of proposal, \$——.  
 Check inclosed on —— for \$25,000.  
 Signature:  
 Residence: Sioux City.

D. B. HERMAN.

Received the above-named check, No. 193, on New York National Exchange Bank, for \$25,000.

D. B. HERMAN,  
 By C. K. L.

(Indorsed:) No. 43. Proposal for supplies from D. B. Herman & Co.

[Private mark: One cent stamp with star.]

*Proposal for supplies.*

FORT SCOTT, KANSAS,  
 June 25, 1874.

*To the Commissioner of Indian Affairs :*

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated May 28, 1874, the following articles at the prices thereto affixed :

\*At these agencies the Government to receive a sufficient supply at one delivery—not to be less than they will require for three months.

H. Mis. 167—12

INDIAN AFFAIRS.

FOR SIOUX AND PONCA AGENCIES.

*Beef-cattle, gross weight, on the hoof.*

| No. of pounds. | To be delivered at—               | To average 850 pounds from July 1 to January 1, and 1,000 pounds from January 1 to July 1. |
|----------------|-----------------------------------|--|
| 5,400,000      | Whetstone agency, Dakota.....     | \$52.53½ per 100 pounds.   |
| 5,000,000      | Standing Rock agency, Dakota..... |  |
| 5,400,000      | Red Cloud agency, Dakota.....     | \$2.59½ per 100 pounds.  |

FOR AGENCIES IN THE INDIAN TERRITORY.

*Good sound merchantable beef-cattle, on the hoof, gross weight.*

| Pounds.   | To be delivered at—                          | Price.                 |
|-----------|--|------------------------|
| 1,900,000 | Upper Arkansas agency, Indian Territory..... | \$1.98 per 100 pounds. |
| 2,300,000 | Kiowa agency, Indian Territory.....          | \$1.73 per 100 pounds. |
| 700,000   | Wichita agency, Indian Territory.....        | \$1.78 per 100 pounds. |

MISCELLANEOUS SUPPLIES.

|                                   | To be delivered at—   | PRICES.       |               |               |               |
|-----------------------------------|-----------------------|---------------|---------------|---------------|---------------|
|                                   |                       | Sample No. 1. | Sample No. 2. | Sample No. 3. | Sample No. 4. |
| <i>For Upper Arkansas agency.</i> |                       |               |               |               |               |
| 280,000 pounds XX flour....       | At agency, per sack.. | \$6 95        |               | \$3 25        |               |
|                                   | At Kansas City.....   | \$2 87½       |               |               |               |
| <i>For Kiowa agency.</i>          |                       |               |               |               |               |
| 370,000 pounds XX flour....       | At agency.....        | \$6 45        |               | \$3 25        |               |
|                                   | At Kansas City.....   | \$2 87½       |               |               |               |
| <i>For Wichita agency.</i>        |                       |               |               |               |               |
| 60,000 pounds XX flour....        | At agency.....        | \$7 30        |               | \$3 25        |               |
|                                   | At Kansas City.....   | \$2 88½       |               |               |               |

Approximate amount of proposal, \$400,000.  
 Check inclosed on First National Bank of Fort Scott, for \$20,000.  
 Signature: JOHN McDONALD.  
 Residence: Fort Scott.  
 Address in New York: room 2, No. 12 Wall street.  
 New York references: A. McDonald, room 2, No. 12 Wall street; D. W. C. Wheeler, 380 Broadway.  
 Names of all parties interested in foregoing proposal: John McDonald, Fort Scott, Kansas; B. P. McDonald, Fort Scott, Kansas.  
 (Indorsed:) No. 57. Proposal for supplies from Jno. McDonald.

[Private mark, ]

Proposal for supplies.

NEW YORK, July 2, 1874.

To the Commissioner of Indian Affairs :

I, J. H. Millard, propose to furnish the Indian Department according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated 28th May, 1874, the following articles at the prices thereto affixed :

FOR SIOUX AND PONCA AGENCIES.

Beef-cattle, gross weight, on the hoof.

| Pounds.   | To be delivered at—               | Price. •                    |
|-----------|-----------------------------------|-----------------------------|
| 5,000,000 | Standing Rock agency, Dakota..... | } At \$2.59 per 100 pounds. |
| 5,400,000 | Red Cloud agency, Dakota.....     |                             |
| 450,000   | Santee agency, Nebraska.....      |                             |
| 300,000   | Ponca agency, Dakota.....         |                             |

Approximate amount of proposal, \$139,000.

Check inclosed on Omaha National Bank, Omaha, Nebr., for \$6,500.

Signature :

J. H. MILLARD.

Residence : Omaha, Nebr.

Address in New York : St. Nicholas Hotel.

New York references : Chemical National Bank.

Names of all parties interested in foregoing proposal : J. H. Millard, D. J. McCann, John Fitzgerald.

(Indorsed :) No. 66. Proposal for supplies from J. H. Millard.

[Private mark, .]

Proposal for supplies.

NEW YORK, July 1, 1874.

To the Commissioner of Indian Affairs :

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated May the 28th, 1874, the following articles at the prices thereto affixed :

FOR SIOUX AND PONCA AGENCIES.

Beef-cattle, gross weight, on the hoof.

| No. of pounds. | To be delivered at—           | To average 850 pounds from July 1 to January 1, and 1,000 pounds from January 1 to July 1.   |
|----------------|-------------------------------|--|
| 5,400,000      | Whetstone agency, Dakota..... | Two and four-tenths ( $2\frac{4}{10}$ ) cents per pound until January 1, 1875, and two and six-tenths ( $2\frac{6}{10}$ ) cents per pound for wintered cattle after January 1, 1875. |
| 5,400,000      | Red Cloud agency, Dakota..... | Two and four-tenths ( $2\frac{4}{10}$ ) cents per pound until January 1, 1875, and two and six-tenths ( $2\frac{6}{10}$ ) cents per pound for wintered cattle after January 1, 1875. |

Approximate amount of proposal, \$270,000.

Check inclosed on National City Bank, 52 Wall street, New York City, for \$13,500.

Signature :

JAMES M. BRACKENRIDGE.

Residence : San Antonio, Texas.

Address in New York : 52 Wall street, New York.

New York references : Moses Taylor, esq., 52 Wall street, New York.

(Indorsed :) No. 61. Proposal for supplies from J. M. Brackenridge.

INDIAN AFFAIRS.

[Private mark, .]

Proposal for supplies.

NEW YORK, July 2, 1874.

To the Commissioner of Indian Affairs :

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated May 28, 1874, the following articles at the prices thereto affixed :

FOR SIOUX AND PONCA AGENCIES.

Beef-cattle, gross weight, on the hoof.

| No. of pounds. | To be delivered at—                | To average 850 pounds from July 1st to January 1st, and 1,000 pounds from January 1st to July 1st. |
|----------------|------------------------------------|--|
| 1,500,000      | Yankton agency, Dakota.....        | 2.23½  |
| 5,400,000      | Whetstone agency, Dakota.....      | 2.23½  |
| 1,800,000      | Upper Missouri agency, Dakota..... | 2.23½  |
| 3,400,000      | Cheyenne River agency, Dakota..... | 2.41   |
| 5,000,000      | Standing Rock agency, Dakota.....  | 2.41   |
| 5,400,000      | Red Cloud agency, Dakota.....      | 2.23½  |

Approximate amount of proposal, \$——.

Check inclosed on First National Bank of Omaha, Nebr., for \$30,000.

Signature :

J. K. FOREMAN.

Residence: Omaha, Nebr.

Received the above-named check on First National Bank, Omaha, for \$30,000.

J. K. FOREMAN,  
By J. W. BOSLER.

(Indorsed:) No. 78. Proposal for supplies from J. K. Foreman.

[Private mark, .]

Proposal for supplies.

NEW YORK, July 1, 1874.

To the Commissioner of Indian Affairs :

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated May 28, 1874, the following articles at the prices thereto affixed :

FOR SIOUX AND PONCA AGENCIES.

Beef-cattle, gross weight, on the hoof.

| No. of pounds. | To be delivered at—           | To average 850 pounds from July 1st to January 1st, and 1,000 pounds from January 1st to July 1st. |
|----------------|-------------------------------|--|
| 5,400,000      | Whetstone agency, Dakota..... | Two and forty-six hundredths ( $2\frac{46}{100}$ ) cents per pound.                                |
| 5,400,000      | Red Cloud agency, Dakota..... | Two and forty-six hundredths ( $2\frac{46}{100}$ ) cents per pound.                                |

FOR AGENCIES IN THE INDIAN TERRITORY.

*Good, sound merchantable beef-cattle, on the hoof, gross weight.*

| Pounds.     | To be delivered at—                          | Price.   |
|-------------|--|--|
| 1, 900, 000 | Upper Arkansas agency Indian Territory ..... | One and ninety-three hundredths (1 <sup>93</sup> / <sub>100</sub> ) cents per pound. |
| 2, 300, 000 | Kiowa agency, Indian Territory .....         | One and ninety-three hundredths (1 <sup>93</sup> / <sub>100</sub> ) cents per pound. |
| 700, 000    | Wichita agency, Indian Territory .....       | One and ninety-three hundredths (1 <sup>93</sup> / <sub>100</sub> ) cents per pound. |

Approximate amount of proposal \$265,680, \$94,570: total, \$360,250.  
 Check inclosed on National City Bank, (\$13,284, \$4,728.50,) 52 Wall street, New York City, for \$18,012.50, consisting of two checks.

Signature: JAMES M. BRACKENRIDGE.  
 Residence: San Antonio, Texas.  
 Address in New York: 52 Wall street, New York.  
 New York reference: Moses Taylor, esq., 52 Wall street, New York City.

Received the above-mentioned checks on the National City Bank, New York, for \$18,012.50.  
 J. M. BRACKENRIDGE.

(Indorsed:) No. 81. Proposal for supplies.

[Private mark, .]

*Proposals for supplies.*

CARSON CITY, NEV., July 1, 1874.

To the Commissioner of Indian Affairs:

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated May 28, 1874, the following articles at the prices thereto affixed:

FOR SIOUX AND PONCA AGENCIES.

*Beef-cattle, gross weight, on the hoof.*

| No. of pounds. | To be delivered at—                 | To average 850 pounds from July 1st to January 1st, and 1,000 pounds from January 1st to July 1st. |
|----------------|-------------------------------------|--|
| 1, 500, 000    | Yankton agency, Dakota .....        | 2. 35  |
| 5, 400, 000    | Whetstone agency, Dakota .....      | 2. 19  |
| 1, 800, 000    | Upper Missouri agency, Dakota ..... | 2. 35  |
| 3, 400, 000    | Cheyenne River agency, Dakota ..... | 2. 33  |
| 5, 000, 000    | Standing Rock agency, Dakota .....  | 2. 33  |
| 5, 400, 000    | Red Cloud agency, Dakota .....      | 2. 15  |
| 450, 000       | Santee agency, Nebraska .....       | .....  |
| 300, 000       | Ponca agency, Dakota .....          | .....  |

Approximate amount of proposal, \$——.  
 Check inclosed on ——, for \$15,000.

Signature: R. PORTER.  
 Residence: Carson City, Nev.  
 Received the above-named check on First National Bank, Salt Lake, for \$15,000.

R. PORTER,  
 S. M. BOYD.

(Indorsed:) No. 85. Proposal for supplies, from R. Porter.

[Private mark, .]

*Proposals for supplies.*

OMAHA, NEBR., June 24, 1874.

*To the Commissioner of Indian Affairs:*

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated May 28, 1874, the following articles at the prices thereto affixed:

## FOR SIOUX AND PONCA AGENCIES.

*Beef-cattle, gross weight, on the hoof.*

| No. of pounds. | To be delivered at—            | To average 850 pounds from July 1 to January 1, and 1,000 pounds from January 1, to July 1. | To average 1,000 pounds all the year. |
|----------------|--------------------------------|---|---------------------------------------|
| 1,500,000      | Yankton agency, Dakota .....   | $\frac{1}{2}$ Texas, and $\frac{1}{2}$ northern   | -----                                 |
| 5,400,000      | Whetstone agency, Dakota ..... | \$2.52 $\frac{1}{2}$ per hundred ....   | \$2.65 per hundred.                   |
| 5,400,000      | Red Cloud agency, Dakota ..... | \$2.52 $\frac{1}{2}$ per hundred ....   | \$2.65 per hundred.                   |

Approximate amount of proposal, \$291,600.

Check inclosed on First National Bank of Omaha for \$14,580.

Signature:

Residence: Omaha.

Address in New York: Kountze Bros., 12 Wall street.

New York references: Kountze Bros.

Names of all parties interested in foregoing proposal: J. A. Creighton.

J. A. CREIGHTON.

Received the above-named check on First National Bank, Omaha, for \$14,580.

P. A. LARGAY,

For J. A. CREIGHTON.

(Indorsed:) No. 91. Proposals for supplies from J. A. Creighton, Omaha, Nebraska. Informal.

## COMMITTEE ON INDIAN AFFAIRS,

Washington, D. C., February 28, 1876.

D. W. MIDDLETON, jr., sworn:

Q. State your age, residence, and occupation.—A. I am thirty years old; occupation, a banker; was born here, and have lived here ever since.

Q. Are you acquainted with Dr. Anson Dart?—A. Yes, sir.

Q. How long have you known him?—A. It is rather difficult to state exactly how long I have known him—probably some six months before the date of the transaction he had with us. He was introduced to me by General Spinner, and his introduction carried great weight in his favor.

Q. State, now, what that transaction was, so far as you are acquainted with it.—A. Dr. Dart called on us, Middleton & Co., and he stated that he had grounds to believe he would be able to make a contract with the Indian Department to furnish for the use of the Indians some of his "Specific," and that he needed some means to enable him to comply with it. We told him that it was not in our line of business; but he was presented to me so favorably, and as several prominent persons here were working for him to get the contract, that, if successful, we would probably extend some assistance to enable him to carry it out. The next time he came he had a paper signed by the Commissioner of Indian Affairs, authorizing him to supply five thousand bottles of the specific—it was a contract in the usual style of wording—and asked if we would advance him some money on it. I asked him what amount he needed, and he replied some twenty-five hundred or three thousand dollars, and stated that if we advanced him that sum the money should be paid to us when the contract was filled. I told him if he would take the paper and get the Commissioner to indorse upon it the price per bottle—which had not been stated—I would then let him have the money, after deducting interest and commissions, &c. This was done, and the money was advanced him. After the medicine was delivered, and the contract

transferred to us, it was put in process of collection, and passed through the usual channels, until it reached the desk of Mr. Abbott, who was in charge of the Indian affairs in the Second Comptroller's Office, and while on his desk, and before any action was taken on it, Dart came into the office, and began to crow very much over his success in getting the contract through. Mr. Abbott then took the paper up, and, after looking at the case, immediately saw that it was not right, and he reported it to Mr. Delano, and payment was suspended. I then called on Mr. Delano, with no better result; but he told me to come again, when he would consider the matter. I did go back and was rudely treated by him. He said there was something wrong about it; that it was a put-up job to defraud the Government, or such expressions. I told him that I presumed he did not mean to include me in that charge, and stated my connection with the matter; that I had loaned the money upon the indorsement of the Commissioner. He stated that he would rather pay the claim out of his own pocket than allow it to be paid by the Government. I replied that it was immaterial, so I got my money back. The old gentleman was indignant, and declared that the claim should not go through. Subsequently Abbott waited on me, and stated that if I apologized to Secretary Delano the claim would probably go through. This I declined to do personally, but wrote a letter saying that I regretted very much if he took offense at anything I had said in support of what I considered to be my rights. Afterward, when I saw him on the subject, my inference from what he said was that he would pay me back what I had advanced, but would not pay the doctor any more; that I ought to have my money back. My proposition to Dr. Dart was to pay me \$300, or 15 per cent. of his claim, and I would, I thought, work it through.

Q. Fifteen per cent. of the residue of his claim?—A. Yes, sir; I was interested already in the claim, and after considerable difficulty and much trouble I managed to get it through the Department.

Q. To whom was this \$300 paid?—A. It was paid to me. I received the voucher for the entire sum of \$5,000, and retained that amount out of it, as well as the amount already advanced.

Q. What use was made of that sum to facilitate the getting of this claim through the Department?—A. No Government employé ever received one penny of it for any such service.

Q. You appropriated it to your own use?—A. Yes, sir; it was my commission.

Q. Mr. Dart states, in his testimony, that after you had been at the Department you mentioned to him that some money would have to be paid to get it through; that they would not begin on it again unless \$300 was paid, &c.?—A. I do not remember any such conversation, unless I alluded to the three hundred paid to me.

Q. Did you say to him that he would have to pay anything at all in order to get it through?—A. I told him that I would not consent to work for it until he authorized me to deduct 15 per cent. from the amount collected for my services.

Q. Instead of the \$300 being paid to any of the officers, it was charged by you as commissions for the extra services you had rendered?—A. It was entirely for my own services in the matter.

Q. That was for your personal efforts in his interest?—A. Exclusively, sir. I might say that perhaps a small portion of it went to my lawyer, though not directly, because I pay him an annual fee, but not a cent went to any Government officer.

Q. He states that you told him it was not to go to any of the Treasury officials, but that some of it went to the Interior Department?—A. I merely stated to him that I would endeavor to get his claim through, and, if successful, would charge that commission, to which he finally agreed, finding that he had no hope of getting it through himself.

Q. It was not true that you told him it was to go to the Interior Department?—A. No, sir.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., March 1, 1876

ANDREW HARTUPEE sworn and examined.

By Mr. TUFTS:

Question. State your age, residence, and occupation.—Answer. My age is fifty-four; I reside in Pittsburgh, Pa.; my occupation is engine-building.

Q. Have you ever had anything to do with building boats belonging to Mr. Kountz, for the Upper Missouri River?—A. Yes, sir; I have built nine boats altogether for him.

Q. Please mention the names of those boats.—A. I cannot mention them in rotation as we built them. The John F. Tolle, the Henry C. Yeager, the Carrie V. Kountz, the Mollie Moore, the K. P. Kountz, the Flirt, the Charles W. Mead, and the May Lowry are all the names I can think of now that we built for the Kountz line. The rest were built for other purposes.

Q. What part of the boats did you build?—A. We built the steam-machinery all complete.

Q. Did you have anything to do with wood-work?—A. No, sir.

Q. Was this machinery built first-class?—A. Yes, sir; it was.

Q. There is a difference, is there not, between boats built for service on the Ohio and those built for service on the Upper Missouri River?—A. Nothing more than making the boats a little lighter for the Upper Missouri; there isn't any difference in the machinery generally.

Q. Would you consider the machinery to those boats strong enough for any service?—A. Yes, sir; undoubtedly. They are running all over the country. The Mollie Moore and Carrie Kountz run to New Orleans a large portion of the time when they are not employed on the Upper Missouri River.

Q. Do you consider the machinery of those boats sufficient to navigate a boat against a rapid current, or, in other words, against the current of the Upper Missouri River?—A. There is no question in my mind but what the machinery will run anything that is used; they are undoubtedly as good, if not better, than anything in use.

Q. Are you the patentee of a certain kind of machinery that has been adopted by the Government?—A. Yes, sir.

Q. Did you put that kind of machinery into these boats?—A. It is the same kind of machinery that the Chief of the Engineer's Bureau of the Navy Department has recommended the Navy Department to adopt.

Q. This is the kind you put into those boats of Mr. Kountz?—A. Yes, sir.

Q. How long have you known Mr. Kountz?—A. I have known him twenty-five years.

Q. Do you know anything of his financial standing?—A. It is good. I have dealt a great deal with him, and never had any trouble in getting money from him.

Q. It is considered good in the city of Pittsburgh, is it?—A. It is, to the best of my knowledge.

Q. Have you ever been up the Missouri River?—A. No, sir.

Q. You have never been up on what is called the North Missouri Trail?—A. No, sir.

Q. Do you know anything about the success of Mr. Kountz in carrying out his contracts, personally?—A. I believe, as far as I can learn, he has been very successful.

Q. Do you know anything about it, of your own knowledge?—A. No, sir; I know nothing more about it than what I have heard.

T. S. HUFFAKER sworn and examined.

By Mr. TUFTS:

Question. State your age, residence, and occupation.—Answer. Age, fifty; residence, in Kansas; occupation, farmer.

Q. Do you know anything about the Kaw Indian reservation?—A. I am living upon it, and have been for twenty-five or twenty-six years.

Q. Do you know anything about any irregularities during Mr. Stubbs's administration of the Kaw reservation, or during the administration of anybody else? Do you know of any means by which the Government or the Indians have been defrauded? if so, make a narrative statement of it.—A. I speak the Kaw language, and have lived with them twenty-five years. I have been agent, teacher, farmer, and trader among them. I have sustained those different relations at different times in those twenty-five years. The Indians made their complaints to me as to what the treatment of Agent Stubbs was toward them. I paid him a considerable amount of money. I had a contract with the Missouri, Kansas and Texas Pacific Railroad Company to build a road across the Kaw reservation. My contract was for furnishing ties and wood. The acting agent at that time exacted of me a portion of the amount of money I received from the railroad company, 10 cents per tie, and 75 cents per cord of wood, amounting to several thousand dollars. I could not give the exact figures now, unless I had my books. The Indians have stated to me repeatedly, and to Mr. Stubbs, in my presence, that he never paid that money over to them. They have stated the same thing in the presence of their superintendent, Mr. Hoag. Stubbs said, when asked where his vouchers were, that it was a fund with which he was not charged by the Department; that he did not keep his accounts regularly as he did accounts for money with which he was charged by the Department; and that he paid it out for the poor, and those needy and depressed. He made no showing of it to me or to their superintendent.

By Mr. WILSHIRE:

Q. You understood from what he said in regard to that, that he considered it as a sort of self-constituted contingent fund?—A. Yes, sir; he said that there was no law providing for the distribution of it, and that he was not charged with it by the Department, but could do what he pleased with it. At one time, in the general council of the Indians, their general superintendent had to be called in, as the Indians were threatening to take the life of the agent, because he had taken their money. The difficulty was settled by the superintendent. There was a very bitter feeling existing among the Indians, and they were plotting to take his life, claiming that he had robbed them.

Q. You do not know how much money you paid in the aggregate?—A. No, sir. There were very large amounts paid by contractors on the reservation for ties and wood, in addition to what I paid the agent.

Q. Was not 75 cents regarded as a very low price for that wood?—A. Yes, sir.



Q. Was it not worth more?—A. It was worth about \$1.50. He also received large amounts for grass that was cut upon the reservations. The citizens of the State would cut their grass on the reservation and haul it off. That was a fund for the Indians, and there was a fund for grazing large herds of cattle. Stubbs collected all these funds, and the Indians always complained that they did not get their money. I think there must have been thirty or forty thousand dollars paid by the railroad company to the different contractors for the benefit of the Indians, for ties and wood, stone and right of way.

By Mr. TUFTS :

Q. Do you know anything about the amount of this grass or wood—can you state it approximately?—A. I stated a while ago that the amount was from \$30,000 to \$40,000, I should think.

Q. Do you know anything certainly about it?—A. No, sir, not positively; but I think some officers of the railroad company told me that they had paid nearly that amount in different ways.

Q. What year was this?—A. 1869 and 1870; it ran through a period of two years.

By Mr. WILSHIRE :

Q. Have you stated all you know about this transaction?—A. Yes, sir.

Q. If you know of any other transactions, please state what you know.—A. I have had other transactions in regard to other contracts there, but I do not know that there is any information I could give that would aid this investigation in any way. I know nothing except what occurred longer ago than this committee would feel disposed to investigate.

In that council held by the Indians, of which I have spoken, when they were threatening to take Stubbs's life for having swindled them, I was called in to bring about a reconciliation. Stubbs stated to them that he had paid out the money in various ways, and replied to their inquiries that it was none of their business, or something to that amount, how he had paid it. I think the whole amount paid to him for wood, ties, and right of way would amount to from \$30,000 to \$40,000. That is my judgment, and I think an officer of the railroad company has so stated to me. I think the records of the railroad company would give you the exact information.

By Mr. TUFTS :

Q. How much did you pay Mr. Stubbs?—A. I could not say.

Q. Could you not come somewhere near it?—A. I paid him probably not more than \$1,000.

Q. Did you pay any one else for wood or other things?—A. No, sir.

Q. When did you pay him this \$1,000?—A. I think it was in 1869; that is my recollection.

Q. Was it all paid at one time?—A. No, sir; at different times, as the ties were received by the railroad company.

Q. What was wood worth per cord?—A. It was worth, cut and delivered on the road, \$4 a cord. I presume it would be worth about \$2 standing in the tree. It is worth a dollar a cord to cut it, and a dollar to haul it. That is the way we estimated it there.

Q. What were the ties worth?—A. The railroad company paid me 75 cents a tie, and I paid Stubbs 10 cents. That was the price fixed by him.

Q. What did you give for the wood?—A. Seventy-five cents.

Q. Did he not ask any more for it than that?—A. That is all he asked.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., March 9, 1876.*

F. B. PEASE sworn and examined.

By the CHAIRMAN :

Question. State your age, residence, and occupation.—Answer. I am nearly forty years old. My occupation is farming, I suppose—ranching. My residence is on the Yellowstone River, in Montana.

Q. Near what place?—A. Well, it is not near any place. It is on the Upper Yellowstone River. My ranch is about one hundred miles from the National Park.

By Mr. TUFTS :

Q. What is your post-office address?—A. My nearest post-office address is Bozeman, Mont.; although all the business I am interested in is at a place called Fort Pease, or Big Horn City, on the Yellowstone River. I established that last spring.

By the CHAIRMAN :

Q. How long have you lived in that country?—A. I have been in that country since 1854.

Q. I will ask you to state if you are acquainted with the management of Indian affairs

in that country: and, if so, to state what you know about it, of your own knowledge.—A. Well, my business has been directly and indirectly connected with the Indian Department and the military since I have been in that country.

Q. Commence and give your own experience about the management.—A. Well, sir, I could not call my mind to any special case, but it has been a constant case of accusations against public officers ever since I first went there; even years ago, when Culbertson, Vaughan, and Reed were up there. But my impression is that matters used to be managed much differently from what they have been within the last few years. I think the Indians then got more of their annuities than they have of late years.

Q. Can you give any reason why they have not got them latterly as frequently as they used to?—A. My opinion is that there are too many changes in the management of these matters. Years ago men that held those positions used to be men who had been in the country, and knew the Indians more or less, and the Indians knew them; and, as a general thing, they had had business transactions with them. They had been usually interested with the old American Fur Company, or knew the Indians that had been up there. I am speaking of years ago—before the troops went into that country. The first year that I was there I was with the old American Fur Company. After that I was engaged in what was called the Opposition, and that ran on a year or two, and finally we organized a company and bought out the American Fur Company. I was one of the members of that company, called the Northwest Fur Company. Of course, as far as the Indian matters are concerned, the management of them, there has not been so much scandal until the Department has been turned over to the religious denominations.

Q. Do you give it as your knowledge or your opinion?—A. As my knowledge, of course.

Q. That the management of the various religious denominations has been—A. Has been very injurious to the Indians, injurious to the country, and injurious to the churches I should judge by the gossip I have heard in the Territories directly. In Montana the Methodists generally have it. There is generally a great deal of squabbling there in the church as to who shall get the appointments, and a great deal of bitterness felt between the church members and those that get the appointments. At one time I acted as subagent for the Blackfeet, under General Sully, and since then I was for a while agent for the Crows, and was relieved by Wright, a Methodist.

Q. How were the Blackfeet and Crows supplied while you were acting as subagent?—A. Through the military. That is, General Sully was *ex-officio* superintendent, and the supplies were furnished through him. Civilians made contracts, though. That was just before the time the Army officers took charge of the agencies. If you remember, there was about a year and a half in 1867-68 or 1868-69. It was in 1867-68 that I was with General Sully at the Blackfeet agency.

Q. Who have recently been the agents of those tribes?—A. Since I was with the Crows, there has been Superintendent Wright. He was first superintendent, and then he was appointed agent. He was a Methodist minister. Since then a man named Dexter E. Clapp has been agent of the Crows. At Fort Peck there have been two or three. They are all members of the church; preachers, I believe. W. W. Alderson has been removed recently.

Q. Do you know anything about the manner in which the contractors to furnish the supplies for those agencies have performed their contracts?—A. When I was agent of the Crows, they filled their contracts.

Q. Latterly, though?—A. I don't know anything but common gossip. I do not know anything, of my own knowledge, about it. I have not been at the agency but once since I left. I have been on the Yellowstone, though, and talked with the Indians a great deal; that is, they talked with me about it a great deal.

Q. What did they generally have to say about it?—A. They find a great deal of fault, of course. It has been the source of a good deal of trouble, I think.

Q. What seems to be the nature of their complaint?—A. Well, they find fault that they do not get annuities enough, for one thing; that the annuities do not come regularly, and that they are not satisfied. Of course they found that fault to me because I speak their language and have known them a good many years, and they come to me with all those troubles. Some may be true and some not.

Q. Do you know anything, of your own knowledge, as to their truth?—A. No, sir.

By Mr. BOONE:

Q. Do you know of any agent or subagent, or any man who is in the agencies, being in partnership with any contract, or in furnishing supplies or transportation, or anything of the kind, to the Indians?—A. No, I do not know of any case at all, of my own knowledge.

Q. Do you know how the count is carried on there when they take the census of the Indians? That is done by the agent?—A. That is done by the agent; yes, sir.

Q. Do you know anything about the correctness or incorrectness of any count that has been made of the Indians out there in Montana?—A. I know this, that there are not as many Indians as the reports generally show. My report while agent, shows for itself. I was criticised in making it; and I guess the present agent has made the same report I did of the Crows.

Q. Have you seen the present agent's report?—A. No, I have not.

Q. Do you know whether he reports more or less than you did?—A. I do not think in the Crow he reports any more, because my report showed about 4,000. There were then about twenty to thirty lodges. There were more then than there now are. There were some Blackfeet and Piegans that were there, and some others. That was in 1871-72 and 1873, I think.

Q. Is it or is it not a fact, that the Indians in that country are continually decreasing in number?—A. The Crows are not decreasing, nor the Sioux. I know the Crows have increased a little the last twelve years, the Mountain Crows. The River Crows are decreasing a little; but they are all the same tribe. They separated a good many years ago, and the Mountain Crows have been increasing; they have been very healthy.

Q. Do you know anything about the prices paid for supplies for those Indians out there, of your own knowledge?—A. I know, of my own knowledge, while I was there.

Q. I mean since then?—A. I know the price of flour; that is, I have heard it talked of.

Q. Tell the committee whether those prices are extravagant or reasonable prices.—A. I should think they were very low indeed. I do not know how they can afford to furnish them so low.

Q. You do not now hold any position connected with the agency?—A. No, sir.

Q. Who is the agent out there?—A. Dexter E. Clapp. I have understood, indirectly, that the price has been raised, but I do not know how that is. The old buildings have been deserted, and they have built a new agency farther in the interior, farther into the heart of the reserve, off the Yellowstone River.

Q. How long has Mr. Clapp been out there?—A. About two years.

Q. What was his pecuniary condition when he went there, do you know?—A. I do not know. He was a sort of preacher, a Methodist preacher.

Q. Has he made any money, or lost any out there?—A. I do not know. I never knew whether he had any money or not. I am told that the influence to hold the position, he gets here in Washington. I have had some little trouble with him on account of my interest in mines up there. We have been trying to open up the Yellowstone.

Q. About his agency there; has he not more assistance and attachés than are necessary to carry on that agency?—A. Well, yes; more than is absolutely necessary, I suppose; that is, more than there are any perceptible beneficial results from. But the appropriation is made for his attachés, you know.

Q. And you say you know nothing of any fraudulent contracts there?—A. No. I know nothing of any.

Q. How far are you from where the agent resides?—A. Bozeman is thirty-six miles; that is my post-office address.

By the CHAIRMAN:

Q. Do know anything about the means of transportation of supplies to those agencies; how they are brought there; whether by river or rail?—A. Of late they have been brought by river.

Q. Up the Missouri and Yellowstone?—A. Yes; it was a source of a great deal of annoyance to me while I was agent.

Q. Are you acquainted with a line of steamers known as the "Kountz line"?—A. Yes.

Q. State what you know about those boats.—A. All I know about them is with regard to instances when freights came up. In one instance the freight was landed at Fort Peck; stopped there during the winter, and they did not get them until the next fall or winter, I believe.

Q. What was the occasion of this delay?—A. It was low water, they claimed. There has always been delay in getting freight up there, though. The delay was caused by low water in the Missouri. The Yellowstone, from the mouth up, is a great deal better than the Missouri River above. The Missouri River has those sand-bars which change.

Q. Is the Yellowstone from the Missouri navigable at all?—A. Boats can run up at least five hundred miles any time that they can get to the mouth. There has never been but one boat up there any distance, and that was the Josephine last summer. She ran up about five hundred miles.

Q. From your acquaintance with the navigation of that stream, what is your view of the capacity and feasibility of what is known as the Kountz line of boats?—A. I have never been on the boats, and have only heard by hearsay; and there is a prejudice against the boats—against Kountz's management of freight.

Q. On what account?—A. Well, I should judge more on account of the neglect of his subordinates to attend to business; that would be my judgment. I think the boats are probably not so good as the Coulson line of boats, which have been on the river longer. I have been up and down the river quite often, but have never paid any particular attention.

Q. Have you, yourself, ever shipped any freights upon that line?—A. No, sir; I have not shipped any there for a great many years—up the river—six or eight years.

Q. Who has had the contract at the agencies you have been speaking of for supplying those Indians with beef?—A. I think a man by the name of Kiscaden had the last con-

tract for supplying the Crows. My judgment is that L. M. Black has been filling the contract or superintending it; at least I saw some of his men driving a herd of cattle there last fall.

Q. Are there any Sioux agencies near there?—A. The Sioux agencies are all on the Missouri River at Fort Peck. I do not know who has been filling it; I think P. A. Largey has been filling the contract at Fort Peck.

Q. Who had the contract to supply those agencies with flour?—A. Well, Kiscadden also had the last contract.

Q. I understand you to say, then, that, from your own knowledge, you do not know of any irregularity or improper conduct of officers, or combination between them or their subordinates and any contractor?—A. No; I do not know of any.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., March 11, 1876.*

DWIGHT J. MCCANN sworn.

By the CHAIRMAN:

Question. Please state your age, residence, and occupation.—Answer. I am forty-seven years of age; am engaged in transportation business; residence, Nebraska City, Nebr.

Q. What kind of transportation have you been engaged in?—A. I have been engaged in railroad and wagon transportaton, in wagon-transportation about thirteen years.

Q. Enumerate the points to which, and from which, you have been generally transporting.—A. My wagon-transportation has been between the Missouri River and different Indian and military posts in the West, and more recently between Cheyenne and other points upon the Union Pacific Railroad and in the Indian Territory, and to some of the military posts and Indian agencies; by railroad-transportation from eastern cities, New York, Philadelphia, Baltimore, to the same posts in the West, to the same points on the Union Pacific Railroad, and to Kansas City, Mo.

Q. Have you been engaged in the transportation of Army and Indian supplies for the Government, under contract?—A. I have been.

Q. For years have done such transportation?—A. For the Army not since 1866; for Indian transportation from 1863 to the present time; between years 1864 and 1871 I was not employed in the transportation of Indian supplies. In other words I was contractor for the transportation of Indian supplies prior to 1864 and since 1871 to the present time.

Q. Did you have a contract for transporting Indian supplies for the year 1875; and, if so, what was the contract, and between what points?—A. I had a contract for the transportation of the Indian supplies in 1875, from New York, Philadelphia, and Baltimore, to various points in the West, by rail; from Cheyenne to the Red Cloud and Spotted Tail Indian agencies by wagon; from Rawlings Springs, Bryan station, and Salt Lake City, by wagon; from Kansas City, Mo., to Cheyenne and Arapahoe, Wichita, and Kiowa Indian agencies in the Indian Territory, southwest.

Q. Did you have a contract for transporting Indian supplies from New York, Philadelphia, and Baltimore to the Red Cloud and Spotted Tail agencies?—A. I did.

Q. All the way from those points?—A. Yes, sir; by rail to Cheyenne, Bryan, or Sidney, Nebr., and from there to the agencies by wagon.

Q. Where was that contract let?—A. In New York City.

Q. When was it let?—A. I submitted the bids for that transportation on the 28th April; the contract is dated 25th May, so I presume the award was made between those dates. I do not know what day it was.

Q. Were you in New York City when the award was made?—A. I think not. At the time the bids were submitted, I was there.

Q. State whether you know if the award was made to the lowest responsible bidder; and, if not, why?—A. I do not know what bids, aside from my own, were submitted; and, if the award was not made to the lowest bidder, I do not know why.

Q. Then I understand you to say that you do not know whether there were any bids lower than your own?—A. Not of my own personal knowledge.

Q. Did you ever examine the bids?—A. I have never had an opportunity to examine them.

Q. Do you know anything about the manner in which those Indian supplies have been purchased?—A. I was present in New York at the announcement of the bids, and subsequently heard of the awards. I was a bidder for supplies at the Red Cloud and Spotted Tail agencies. I put in three bids for supplies, because the Department had decided to receive bids for supplies delivered at the agencies, and likewise for supplies delivered at the other points; and to protect my transportation I first submitted bids for the transportation, and second for the supplies, to be delivered at the agencies, and at Cheyenne and Sidney, Wyoming.

Q. That is for the supplies, including transportation?—A. Yes, sir.

Q. I will ask you, now, if you know of any irregularity, or improper conduct, on the part of any agent or officer or employé of the Government, or contractor, in furnishing, issuing, or transporting supplies to any Indian agency, and if so, what is the nature of the irregularity?—A. The only irregularity that occurs to me, that I can testify to, is this: at that meeting in New York, of which I have just spoken, I was, as I have already said, a bidder for transportation, in the first place, and in the second place for supplies, to be delivered at these agencies in order to protect my own transportation; and these bids were simultaneous—submitted upon the same day, and announced at the same time. I complied as far as I knew how, and believe fully, with the requirements of the advertisement in submitting my proposals. I made a deposit in favor of the Commissioner of Indian Affairs in the Union National Bank, at Chicago, one of the banks specified for making such deposits, and took out three certificates of deposit of \$2,500 each. These were intended to cover the 5 per cent. of the amount of the bids. These certificates were attached to my bids. My bids for transportation were rejected, I was informed, at the instance of the Board of Indian Commissioners, and being so informed I left New York and came to Washington to transact business preparatory to returning home. But before leaving Washington I was informed that all of my bids for transportation were accepted, and contracts awarded to me; and my bids in part for supplies. I inquired the reason why the Board of Indian Commissioners had decided to reject my bids, and was informed that it was because certain charges preferred by Professor Marsh were supposed to affect me, or to reflect upon the manner of the fulfillment of my contracts of the year before. The intimation was this: that certain goods purchased by the Department and transported by me by rail, as far as Cheyenne, and there delivered to the United States store-keeper, then subsequently taken by me and transported by wagon to the agencies, might have been tampered with on the route between Cheyenne and the agencies; or, in other words, that goods of an inferior quality to those actually purchased by the Government had been delivered at the agencies, and not the identical goods purchased. I requested an immediate investigation upon that point to ascertain whether the goods delivered to me in New York, Philadelphia, and Baltimore, and transported to Cheyenne and thence to the agencies, were actually delivered to the agencies in good condition, and in accordance with my contract. Such an investigation was ordered, and I understand that the report was made; that the identical goods, in good order and condition, were delivered at the agencies, every pound, without loss of a single parcel.

Q. By whom was that investigation made?—A. At the instance of the Secretary of the Interior and the Board of Indian Commissioners, by the committee of which Thomas C. Fletcher, of Missouri, was chairman. I will state further, that I had the receipts of the agents for the goods without the loss of any package or parcel, without the loss of a single pound of goods other than the usual shrinkage on bacon and such goods as are subject to shrinkage by transportation, and had submitted these receipts to the Department, and had received pay for the transportation of the same, prior to this time.

Q. During 1874, were not goods conveyed to Cheyenne by rail, of different quality from those that were purchased; those that were contracted for?—A. I cannot state whether that was true or not. I can only state that the goods that were delivered to me in eastern cities, and at Omaha and other points upon the Union Pacific Railroad, were the identical goods that I delivered at the agencies.

Q. In the matter of flour, that is not subject to shrinkage, I believe?—A. No, sir; that has all been delivered.

Q. Was there an instance in which sacks of flour that were intended to contain 100 pounds were delivered in sacks containing 88 pounds?—A. This pamphlet, containing the report of this commission appointed to investigate the Red Cloud and Spotted Tail agencies, shows that at one time 202,000 pounds of flour were delivered in 88-pound sacks, instead of 100-pound sacks, the contract not calling for any particular kind of sack, but the actual number of pounds contracted for was delivered. I have stated as far as I know in regard to the transportation, and in continuation of my answer, I will say that my bid for flour, to be delivered at the Red Cloud agency at \$4.30, or at Cheyenne at \$2.70 per hundred pounds, was accepted in part. I bid for 500,000 pounds of flour to be delivered at the Red Cloud Indian agency, upon those terms, and I bid for 400,000 pounds of flour, the full amount required at the Spotted Tail agency, at corresponding figures; I am unable to state the figures distinctly, but I think you have the bids before you. I was awarded 200,000 pounds of flour for the Spotted Tail agency, to be delivered at Cheyenne, at \$2.70 per hundred. I was awarded no flour for the Red Cloud agency. I was awarded 300,000 pounds of corn for the Spotted Tail agency, to be delivered at Cheyenne, at \$2.10 per hundred. An award was made to another party for the flour at the Red Cloud agency, to be delivered at Cheyenne, at \$2.88½, and 200,000 pounds for the Spotted Tail agency, to be delivered at Cheyenne, for \$2.88½, being 18½ cents per hundred pounds higher than my bid.

Q. To whom was that awarded?—A. To N. W. Wells, of Schuyler, Nebr.

Q. What was the reason of that award being made to him at so much higher figure than your own?—A. I don't know.

Q. You had been contracting for the Government, both in the purchase and the transportation of supplies, before?—A. For thirteen years.

Q. Had you made any default in any of your transactions?—A. No, sir; I never had defaulted. I understand that the question was asked at the time, if I was a defaulting contractor, or had failed in fulfilling a contract in any respect, and I understand that the then Commissioner of Indian Affairs stated to the board that to the best of his knowledge and belief I had not.

Q. Were there any other contracts awarded to any other persons for which you were the bidder, at higher rates than you bid?—A. No other than I know of.

Q. Has this Mr. Wells been a contractor heretofore?—A. I never heard of him contracting before.

Q. Was he ever connected in any way with the Indian Department?—A. I never heard that he was, indirectly or directly.

Q. Are there any other contracts of any kind that you know anything about other than you have mentioned?—A. I know of no other of my own personal knowledge.

Q. Did you ever have a contract for furnishing beef?—A. No, sir; I never had.

Q. Do you know anything about the way they have been executed?—A. I know only from my presence in New York, where I heard the bids announced by the Commissioner of Indian Affairs. There were very many bids in for beef, and all I know is what I have heard since and what I have witnessed in the transaction of my business at the agencies.

Q. State anything you know in regard to that matter.—A. We were informed on the 28th April that the contract for the Red Cloud and Spotted Tail agencies, in which I am interested, was awarded to Seth Mabury, of Texas, for beef for the fiscal year 1875-'76. Mabury assigned that contract to J. W. Bosler, of Carlisle, Pa., and Mr. Bosler's brothers have been present at the agencies fulfilling the contract so far as I have seen.

Q. State the manner in which the cattle were delivered; whether it was according to contract as you understood it.—A. All that I know of that contract is what I have seen in the public prints or heard from other parties. The beef was to be delivered on foot, and was so delivered.

Q. Do you know anything about what the prices to be paid were?—A. To the best of my knowledge and belief, \$2.46½ gross.

Q. Is not that considered a pretty high price for beef in that country?—A. It is a higher price, perhaps, than herds are purchased for in summer, but I would not consider it too high price for Texas cattle, to be delivered during the fiscal year, taking the year together.

Q. State anything you know about the delivery of beef, whether it was delivered according to contract, and of such quality as was advertised for.—A. I am unable to state whether it was delivered in accordance with the contract or not. I have witnessed only one delivery during the year, and that was not as an interested party; merely went down to the corral at the Red Cloud agency to witness the delivery as a matter of curiosity. I am not interested directly or indirectly in any beef contract.

Q. Were you a bidder for supplies at the Red Cloud agency?—A. I was.

Q. You did not get the contract?—A. I did not get the contract.

Q. Were you the lowest bidder?—A. I was the lowest bidder for flour at Cheyenne, and at the Red Cloud agency.

Q. Who got the contract at the Red Cloud agency?—A. The proposals called for bids for flour at Cheyenne or Sidney, and likewise for flour at the agencies. I bid for both at \$2.70 for flour at Cheyenne, and \$2.10 for corn at Cheyenne, and \$4.30 for flour at the Red Cloud, and \$3.40 for corn at the Red Cloud agency; that contract I did not get.

Q. Was Red Cloud agency supplied under any contract to deliver there?—A. No, sir.

Q. It was supplied, then, from deliveries made at Cheyenne?—A. At Cheyenne, and I, as transportation contractor, took up the flour there and transported it to the agencies.

Q. Would it not have been cheaper, had the contract been awarded you, to deliver at the Red Cloud agency direct?—A. It would have been. J. T. Baldwin, or Baldwin & Dodge, got the contract for corn to be delivered at the Red Cloud agency.

Q. Was your bid lower for the corn than the contract let to Baldwin & Co.?—A. No, sir; his bid was one cent lower than mine. My bid for flour for the Red Cloud agency was \$2.70 at Cheyenne, or \$4.30 at the agency. Had the Government accepted my bid of \$2.70 at Cheyenne, the flour would have cost \$4.35 at the agency. Wells's contract was \$2.88½ at Cheyenne, and then my transportation, at \$1.65 from Cheyenne to the agency, made it cost \$4.53½ at Red Cloud for the flour that I proposed to deliver at the agency for \$4.30, or 23½ cents per hundred pounds less.

Q. Have you any information why these contracts were let in this way?—A. I have no knowledge.

Q. Have you ever spoken to or corresponded with the Indian Commissioners in regard to it?—A. I have asked what objection there was on the part of the Indian commissioners, or the Department, to awarding me the contracts when I was the lowest bidder, and I have been informed that a persistent effort was made by the Board of Indian Commissioners to discard me altogether as a bidder, and for what reason I do not know, further than I have before stated to-day.

Q. Was there any disposition on the part of the Interior Department or Indian Commis.

siorer to discriminate against you?—A. There was no disposition upon the part of the Commissioner or the Secretary of the Interior, that I knew of; there was a disposition on the part of the Assistant Secretary of the Interior to discriminate against me as a bidder.

Q. For what reason?—A. I can suggest no reason.

Q. Are these contracts controlled by the Commissioner of Indian Affairs, or are they controlled in their letting by the Board of Indian Commissioners?—A. I understand that the Board of Indian Commissioners are required to approve every contract that is made for transportation or supplies, claiming the privilege of saying to whom contracts shall be awarded, and that for any reason that may be satisfactory to them certain persons shall be ignored altogether.

Q. Has it been the practice of the Commissioner of Indian Affairs to make contracts upon the determination of the Board of Indian Commissioners?—A. The practice is, I understand, this: The Commissioner of Indian Affairs and persons appointed by the Secretary of the Interior to co-operate and confer with him, and the Board of Indian Commissioners meet in New York City when the annual contracts are awarded; and after the bids are opened and announced, a decision is arrived at by vote as to which of the bids shall be accepted, and to whom contracts shall be awarded. The persons appointed by the Secretary to confer in this matter this last year were Assistant Secretary Cowen, Dr. Joseph, of that Department, the Commissioner of Indian Affairs, and two of his clerks.

Q. State what you believe the reasons were that you were not in favor with the Board of Indian Commissioners.—A. I suppose it was because in the previous year I was contractor for transportation to the Red Cloud agency at a certain price per hundred pounds per hundred miles. The distance was established by Government, and I performed the services and received my pay in accordance with the contract; but during the performance of that service the Board of Indian Commissioners sent out an agent, who reported that he did not believe the distance from Cheyenne to the Red Cloud agency to be as great as stated in the contract, and for that reason the board disapproved of my accounts. I pressed the accounts in accordance with my contract and collected them. I presume that the board, in addition to that fact, did believe that at one time goods had been tampered with on the route, as I have before stated. That was a suggestion by Professor Marsh, I believe, and for this reason the commission appointed to investigate the Red Cloud and Spotted Tail agencies suggested that I be ignored as a bidder.

Q. Do you really regard the Board of Indian Commissioners as being of any particular advantage or utility to the Indian service?—A. I do not; but I do regard it as a great source of embarrassment to the service, and of great detriment both to the Indians and to all persons who are honestly endeavoring to fulfill contracts with the Interior Department.

Q. Is it not a common practice for these commissioners and others connected with these awards of contracts to discriminate in favor of particular friends?—A. I think it is, and against persons toward whom they have imbibed a prejudice.

Q. From your experience as a contractor and transporter, do you not think there is a sort of combination of parties in interest to control all such matters as that?—A. I do not know of any combination, unless you may term that disposition on the part of the board a combination. I will state, to enable the committee fully to understand what I mean, that I believe that there is a disposition on the part of that board, for instance, so far as the purchasing committee of that board is concerned, to purchase all supplies, such as coffee, sugar, bacon, dry goods, hardware, &c., in the city of New York.

Q. You think, then, in the management of that branch of their duties that they do discriminate against other places to the advantage of merchants and business men in New York?—A. I do; and in evidence of that statement I would say, that when the firm of D. J. Foley Brothers & Co., of Baltimore, received the contract for coffee for the whole Indian service, the awarding of that contract was strenuously opposed by the purchasing committee of the Board of Indian Commissioners, who wished the bids of New York parties to be accepted; and one member of that board, whom I understand to be the chairman of that committee, stated distinctly that no contract for coffee ought to be awarded out of the city of New York.

Q. What is his name?—A. I think it is E. A. Hayt.

Q. Did the Baltimore men get the contract finally?—A. The Baltimore parties received the contract and furnished the coffee. I think the Commissioner of Indian Affairs and a portion of the board and the inspector of coffee decided that, from the samples submitted by the Baltimore party, and the price named, their coffee was cheaper than that of any other bidders, and it was apparent that the contract could not be awarded to any other person.

Q. This pamphlet is one that you have got up yourself? (Showing witness a pamphlet).—A. Yes, sir. This I prepared in reply to the imputations contained in the report of the committee of investigation of the Red Cloud agency, of which Thomas C. Fletcher was chairman. I appeared before that commission as a witness, and was examined. I was not informed by the commission that any questions affecting my integrity or the manner of the performance of any contract had been raised before the commission. I was asked for no explanation further than I gave. But, upon the appearance of that report, I found that the commission censured me for certain alleged acts—manner of fulfilling my contracts for transportation—and closed by recommending that the Government should not award further con-

tracts to me. I took up the allegations of the commission and replied to them in this pamphlet simply by asking the accounting-officers of the Government to examine my contracts for the last five years, and ascertain if these contracts were in accordance with law, and my accounts submitted and paid under those contracts, in accordance with the contracts themselves. I received on the 29th of October a report from the Second Auditor and Second Comptroller's Office of the Treasury, which I have incorporated in this pamphlet.

Q. All the statements of fact, contained in this pamphlet, you know to be true?—A. I know to be true.

Q. You are willing, then, that that should be made a part of your testimony?—A. I make that a part of my testimony.

Q. Do you know anything about the Upper Missouri River transportation?—A. I do not, sir. I am not interested in that transportation.

Q. Have you any knowledge in reference to the manner in which the Indians of the different tribes that you have furnished supplies to are numerated?—A. I was present at a numeration at the Red Cloud agency in November, 1874.

Q. From what you have seen, and what you know about it, do you regard the numerations as being in excess of the number of Indians? It is reported that that is the case.—A. It was reported at that time that there was a much less number of Indians actually at the Red Cloud agency than was reported by the agent; but from my own observation and from what I witnessed at this numeration, I believe that there was fully the number of Indians present that the agent reported.

Q. You think, then, that so far as your knowledge extends, there have been no frauds committed in that respect?—A. I can speak only of this one agency.

Q. Was that the only occasion you had of knowing anything about the manner in which they are numerated?—A. That was the only numeration that I have been present at.

Q. Do you know anything about the conduct of the agents of the tribes which you have been supplying, in reference to the manner in which they have discharged their duties?—A. So far as I know, and so far as I believe, Agent Saville, at the Red Cloud agency, was a painstaking, faithful officer. I believe there is a different opinion expressed by the commission who made this investigation, as to his ability, but I always found him to be a very hard-working and apparently a careful officer.

Q. Do you know of any acts of gross negligence on his part?—A. I do not, sir. I have been at his agency but twice during his administration, to remain any length of time.

Q. Have you any knowledge of any improper conduct on the part of officers connected with the Indian Department here, in the management of Indian affairs?—A. I have not.

Q. Generally, do you know of the commission of any frauds or any improper conduct on the part of any officer, other than what you have already stated?—A. I do not, sir. But, as I have before stated, the manner of conducting business on the part of Indian commissioners is unjust, in the first place, toward the Indians themselves, and in the second place toward those who have contracts with the Government, causing annoyance, embarrassments, and delays. I might mention a case which is now a cause of great hardship.

Q. What is that?—A. In the case of the Shoshones and Bannock Indians, in Wyoming Territory. I was transportation-contractor from the eastern cities to Bryan station, and from there to the Shoshones and Bannack agency, for the present fiscal year, and, in delivering the annuity-goods in September, 1875, I was called upon by the agent for the coffee, sugar, and bacon. I informed him that I had received none of these articles, destined to his agency, and he immediately wrote to the Department, and it was ascertained that, by an oversight in the Department, this agency had been omitted so far as these supplies were concerned. The Commissioner of Indian Affairs instructed the agent to inform me that if the agent would advertise for these supplies, award a contract to the lowest bidder, and forward it to the Department, the contract would be speedily approved, and the supplies forwarded to him in time to furnish them to me before winter would set in. The agent advertised for the supplies, a contract was awarded to the firm of Whipple & Hay, wholesale grocers and commission merchants, at Cheyenne, forwarded to the Department, promptly approved by the Commissioner and the Secretary of the Interior, and forwarded to the Board of Indian Commissioners, for their approval; but, although the agency was entirely destitute of these articles, and had been for months, the contract was detained some six weeks, at the office of the board in this city, without any objection or any action whatever. It was finally approved upon the second day of this month, and the agent soon after notified, and over nine months of the fiscal year will have expired before the delivery of these goods can be made to the agent. When I was at Bryan station last November, the agent came out to me from the Shoshone and Bannack agency, through very deep snow, at the risk of his own life, and assured me that he was entirely destitute of these articles, and that they were suffering at the agency. I made arrangements then, as transportation-contractor, to borrow five thousand pounds of bacon, and a quantity of sugar and coffee, from the commissary, giving him my individual obligation that the same shall be returned. I have not received, as yet, a pound of the supplies to transport to that agency.

Q. Were the Indian commissioners notified of the fact of the destitute condition of the Indians?—A. The letter of the agent, giving that information, was submitted with the contract, and the agent was constantly writing to the Department to urge prompt action, and



I called repeatedly at the Interior Department to ascertain if the contract had been approved, and the officer in charge informed me each time that he had sent it to the office of the Board of Indian Commissioners for approval, but it had not been approved, and he did not know whether it would be or not.

Q. You know anything about how the fund appropriated for the purpose of civilizing the Indians is used?—A. I do not, sir.

By Mr. BOONE:

Q. Do you know of any contractor for purchasing, transporting, or delivering Indian supplies, who has been or is in copartnership with, or has divided or agreed to divide the profits of any such contract with any officer, agent, or sub-agent of the Government, or any person in the employ of the Government?—A. I do not.

Q. Have you reason to believe that there has been any such thing the case?—A. I do not know that I have. I hear a great many rumors, but I do not know of any fact that would justify me in stating that I believe that such has been the case.

Q. Do you know of any money having been used to secure any contract, or any money having been paid by a contractor or his agents to any person whose duty it was to let or recommend the letting of any contract connected with the Indian service?—A. I do not. So far as I, myself, am concerned, I never have paid or agreed to pay in any way, directly or indirectly, any money or compensation for any contract.

Q. You made this statement, that the Board of Indian Commissioners discriminated against some, and in favor of its friends?—A. I did not say in favor of its friends; they did discriminate as against me and in favor of other parties.

Q. State all the individual cases that you know, where they discriminated against other parties beside yourself.—A. There were cases that came under my knowledge at some of the lettings where the lowest bids were not accepted. There may have been in the minds of this Board of Indian Commissioners reasons for such action of which I have no knowledge, but I only speak of my own knowledge of my own case.

Q. You state that they were discriminating in favor of the city of New York?—A. I did. The Commissioner of Indian Affairs, E. P. Smith, said to Mr. D. J. Foley, of Baltimore, in my presence at the Indian Office in this city, in speaking of the award to Foley, that it was in opposition to the wishes of the purchasing committee of the board.

Q. Do you know of any other case of that kind?—A. Almost every case in the matter of coffee, sugar, and tobacco.

Q. Give the names so we can get after them.—A. I will state that the bid of E. W. Bartol, of Philadelphia, one of the largest sugar-refiners in that city, was opposed upon the same ground.

Q. How do you know that?—A. It was a matter of common fame at that time. I will not testify to any individual telling me that such was the fact, but I believe that it was well known to the late Commissioner of Indian Affairs, and to all the persons present. There was opposition likewise, also, to a Baltimore firm who bid for tobacco. I am not aware that the inspector decided that the samples of tobacco of the Baltimore firm were superior, but the contract was opposed upon the samples submitted, and in my opinion from what I have seen at the agency, of the tobacco delivered—

Q. What I want to get at is whether it is opposition to the cities or to the individuals in the city?—A. The opposition is to the cities and not to individuals; the disposition of part of that board is to purchase everything in the city of New York, no matter what prices you pay or who the bidders are. I would state further, as a matter of economy, that that same Board of Indian Commissioners had an agent by name of E. W. Burnham from the month of October to the month of February, at Red Cloud and Spotted Tail agencies to detect irregularities and to report them to the board, not to the Secretary of the Interior or to the Commissioner of Indian Affairs. I met that agent at Cheyenne upon the 3d of December; he introduced himself to me and said that he had just returned from those agencies, and had a report to make to the board which was a matter of great interest to me as a contractor. I invited him to my room in the hotel, and he made known to me that he had examined the invoices—bills of lading of all goods shipped from eastern cities to these agencies by me—and that he had ascertained that every parcel had been delivered in good order, and that he would report to his board that I was a very efficient and faithful contractor, and he knew that would afford me satisfaction. I told him that it did afford me great satisfaction, and I was very much pleased that he was able to make such a report, and thanked him for the energy he had manifested in making his examination. He went so far as to state to me that he had taken one-half of the inside sack of coffee which had the Spanish brand upon it, and which would be identified as the identical sack that it had been shipped in at Baltimore, and sent it back to the Board of Indian Commissioners, as also samples of flour, sugar, tobacco, dry goods, Indian blankets, &c., showing that the identical packages that had been shipped in the East had arrived in good order at the different agencies. I then suggested to him that, having found everything in the northern agencies in apple-pie order, he should go down to the Indian Territory and visit three agencies there, where I was transportation contractor. He said that he was unable to do that without instruction, but he would wait there for instructions. I am informed and believe that Mr. Hayt, of the Board of Indian Commis-

sioners, informed him that he had been sent out to detect irregularities, not to commend contractors or agents, and directing him to return to Red Cloud and Spotted Tail agencies and remain some time; and he did so. He then, in a subsequent report, stated to the board that thirty-three packages of goods destined to the Spotted Tail agency had been attached by the railroad company in Cheyenne and delayed, and, as he believed, were then in that place. A copy of his report was immediately sent from New York to their office in this city, and by the secretary of that board transmitted to the Indian Department, which immediately took measures to ascertain the facts in the case, referring the matter to the Department of Justice and calling upon me for explanation. I immediately informed the Department that those identical goods had been delivered at the agency last September, and that the receipt of the agent for those goods had been submitted to the Department by me, the transportation on the goods paid me, and the receipts lodged in the Second Auditor's Office.

Q. I find in the report of the Red Cloud and Spotted Tail agency commission before referred to, the following: "5. That D. J. McCann be excluded from future contracts with the Government." Are you the party there referred to?—A. I am the party.

Received of Commissioner of Indian Affairs within-named certified check for \$2,000.

GILSEY HOUSE,  
New York City, April 27, 1875.

SIR: I hereby propose to furnish XX flour, in accordance with advertisement attached, as follows: I will deliver the quantity required for the Whetstone and Red Cloud agencies, viz, 1,400,000 pounds, delivered at your option at any of the places named below, at the prices named for each place:

*Delivered at Schuyler, Neb., or at Omaha, Neb.* | *Delivered at North Platte, Sidney, or Cheyenne.*

200,000 pounds, at \$2.30 per hundred.  
200,000 pounds, at \$2.40 per hundred.  
200,000 pounds, at \$2.50 per hundred.  
200,000 pounds, at \$2.55 per hundred.  
200,000 pounds, at \$2.60 per hundred.  
200,000 pounds, at \$2.65 per hundred.  
200,000 pounds, at \$2.70 per hundred.

200,000 pounds, at \$2.70 per hundred.  
200,000 pounds, at \$2.80 per hundred.  
200,000 pounds, at \$2.90 per hundred.  
200,000 pounds, at \$2.95 per hundred.  
200,000 pounds, at \$3.00 per hundred.  
200,000 pounds, at \$3.05 per hundred.  
200,000 pounds, at \$3.10 per hundred.

Checks inclosed on National Bank of Commerce of \$2,000.

N. W. WELLS.

Residence: Schuyler, Neb.

In case my bid, or any part of it, is accepted, and the Department will allow the flour to be inspected where manufactured, viz, Schuyler, Neb., I will pay the transportation of the inspector to and from Omaha or Cheyenne.

N. W. WELLS.

Hon. E. P. SMITH,  
Commissioner of Indian Affairs.

[Private mark.]

*Proposal for supplies.*

NEW YORK, April 27, 1875.

*To the Commissioner of Indian Affairs:*

I propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs for "proposals for Indian supplies," dated March 25, 1875, the following articles at the prices thereto affixed:

FOR SIOUX AND PONCA AGENCIES.

*Beef-cattle, gross weight on the hoof, to average 850 pounds from July 1 to January 1, and from January 1 to July 1.*

MISCELLANEOUS SUPPLIES.

*For Whetstone Agency.*

600,000 pounds XX flour, said agency, at \$4.30 per 100 pounds.  
200,000 pounds bacon, clear sides, Chicago, at 15 cents per pound.  
300,000 pounds good, sound, merchantable shelled corn, Cheyenne or Sidney, at \$2.10 per 100 pounds.  
60,000 pounds beans, Chicago, at \$3.35 per 100 pounds.  
Corn at agency, at \$3.80 per 100 pounds.

*For Red Cloud Agency.*

880,000 pounds XX flour, said agency, at \$4.30 per 100 pounds.  
 275,000 pounds bacon, clear sides, Chicago, at 15 cents per pound.  
 880,000 pounds good, sound, merchantable shelled corn, Cheyenne or Sidney, at \$2.10 per 100 pounds.  
 110,000 pounds beans, Chicago, at \$3.35 per 100 pounds.  
 Corn at agency, at \$3.70 per 100 pounds.  
 Approximate amount of proposal, \$50,000.  
 Check inclosed on Union National Bank, Chicago, for \$2,500.  
 Signature: D. J. McCANN.  
 Residence, Nebraska City, Neb.  
 Address in New York: Metropolitan Hotel.  
 New York reference: FIRST NATIONAL BANK.

(Indorsed:) No. 50. Proposals for supplies from D. J. McCann.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., March 11, 1876.*

C. A. BROADWATER recalled.

By the CHAIRMAN:

Question. What is your residence and occupation?—Answer. Residence, Helena, Mont. occupation, transportation contractor.

Q. How long have you been engaged in that business?—A. Fifteen years.

Q. What is the character of the transportation that you have been engaged in?—A. Overland, using mules and oxen.

Q. Has your transportation been of public or Government supplies?—A. Public and private, doing a general transportation business.

Q. Between what points?—A. On different points on the Missouri River, and also from Corinne, on the Union Pacific Railroad, to Helena, and to all points in Montana.

Q. Are you acquainted with the character of steamers employed on the Missouri River for transportation purposes?—A. I am.


Q. Are you acquainted with the line known as the Kountz line?—A. Yes, sir.

Q. Please state what you know about the boats used by that line for transportation purposes—as to their sufficiency and capacity for navigating the Upper Missouri.—A. I consider, from one year's experience we had with them, that they are a total failure.

Q. What year was that?—A. In the year 1874; we were getting through bills of lading from all points in the East to all points in Montana, and we had a contract with the Northern Pacific Railroad, and that company placed the Kountz line as a connecting link between Bismarck and Carroll, the terminus at the other end. The Kountz line held a contract from the Northern Pacific Railroad to make that connecting link.

Q. Then I understand you to say that, as a transporter, you were transporting supplies from the eastern cities through to Montana?—A. Yes, sir; we gave what is called a through bill of lading.

Q. And in so doing articles were transported partly over the Northern Pacific, and from Bismarck up the Missouri River to the point where it started inland?—A. Yes, sir; by these boats.

Q. Do you belong to a transportation company?—A. Yes, sir; E. G. MacLayn & Co., known as the Diamond R () Transportation Company.

Q. Had you known anything about those boats in the year prior to that?—A. In a general way only.

Q. Do you know personally that those boats are insufficient?—A. I do, sir.

Q. Did you ever examine them?—A. I have. We took the bills of lading which, of course, governed the leaving of the steamers from Bismarck. During the time that the freight was carried to Carroll by this line, all the boats of the line showed themselves to be totally inefficient. On one occasion in July of that year—1874—I went up on one of the boats myself, and we spent—I do not think I am extravagant when I say that one-third of our time was spent lying at the banks in trying to repair the machinery. That was the Fontinelle. I finally abandoned the boat at Fort Peck and took another boat. I frequently went to the engine-room of the Fontinelle while they were repairing the machinery to see how the thing was getting along, and I can certainly say that there was more steam in the room than there was in the boiler.

Q. What is the distance between Bismarck and Carroll by river?—A. It is called from eight hundred and fifty to nine hundred miles. I do not know that there has been any definite distance fixed on it; every boatman has his own distance.

Q. What time does it usually take for a boat suitable for the navigation of that stream to make that distance?—A. I can only speak by contrast; during the last year I do not believe that the trips of our boats have been quite ten days on the average; I think inside of that. I remember that one of the boats made a trip in six and a half days, and nine days was the usual time; that was the Coulson line.

Q. How long did it take Kountz's line?—A. I made up a statement of the matter sometime last summer, and if my memory serves me, it was from twenty-five to thirty days. I cannot state positively, but we took the dates of the bills of lading governing the departure of the boats and the arrival.

Q. Your knowledge, then, of their capacity or incapacity is derived from your being connected with a transportation company, transporting goods over this line in the year 1874?—A. It is so, sir.

Q. What lines are there on the river except the two you have mentioned?—A. There are no regularly-organized lines. There are outside boats that are owned by different parties—transient boats. Dr. Burleigh has a boat.

Q. Were any part of those goods that you had contracted to transport during the year 1874 Government supplies?—A. Yes, sir; a small portion of them.

Q. Army or Indian goods?—A. Indian goods. By the way, I am positive that there were about 30,000 pounds of that Indian freight that he did not deliver at all; left at Bismarck all winter; staid over there until the next spring. Bismarck is the western terminus of the Northern Pacific. He left there some 210 tons of freight that he had not moved at all, owing to the incapacity of his boats.

Q. Was that Government freight?—A. No, with the exception of that 30,000 pounds.

Q. You had a contract with the Government to transport this freight clear through?—A. Clear through on our bill of lading.

Q. In consequence of his default in performing his part of the transportation, were you put to much trouble?—A. Yes, sir. The Government suspended payment on freight that I had delivered, and would not pay for it until this freight was delivered.

Q. Was the fact of his default ever communicated by you to the Indian Department?—A. I do not remember that it really was, sir. I would not have considered that that would have excused me at all. They did not care who was at fault. They knew it was not delivered, and they held me responsible for it. But I may have informed them. I do not remember.

Q. Are you acquainted with any boats, except the Fontenelle, of Mr. Kountz's line?—A. I have seen them all at different times.

Q. Were not some of his boats suitable for the navigation of the river?—A. He did not have a boat there in use in this trade but what I should consider utterly worthless.

Q. Does it require boats of any different power or build to navigate that stream than it does other of the western streams, such as the Mississippi and the Ohio?—A. As I have very little knowledge of the Mississippi River, the only answer that I could give is, that I should think it did, as there is more current. However, I do not profess to be a steamboatman.

Q. The current is very strong there?—A. Yes, sir.

Q. Was the failure of Mr. Kountz to transport the goods that you have mentioned the result entirely of the defectiveness of the boats, or was it partly due to the carelessness or mismanagement of his employés?—A. I should attribute it all to the boats. We have handled more freight this year, and had no trouble with it at all; no accumulation or anything of that kind. He had some boats, I think, that were as long as forty-five days going that distance.

Q. Did your line transport from this point, Carroll, west into Montana all the goods that were transported that year, public and private, or was there another line besides yours?—A. There was some freight that went to Fort Benton; Powers & Baker handled some freight, but we were the only line transporting from Carroll. We established that point ourselves.

Q. What agencies do you transport goods to?—A. The Crow and Blackfoot, and some to the Flathead agencies.

Q. Were supplies to those agencies delivered in good order and according to contract?—A. Excepting this amount that I speak of as left at Bismarck, which we did not deliver until the following season.

Q. Do you know anything about the management of Indian affairs out in that country?—A. I have a general information of it.

Q. Do you know of any irregularities or misconduct on the part of public officers or contractors in regard to furnishing supplies?—A. I cannot say that I do. Of course there is some talk circulating there, but I know nothing of my own knowledge.

Q. Have you ever contracted to furnish supplies?—A. I have, sir.

Q. Of what character?—A. Beef, flour, and bacon.

Q. For what year?—A. I had a contract year before last, and several years prior to that.

Q. Do you know anything about the mode of enumerating Indians in that country?—A. No; I cannot say that I do. I think they do it somehow by counting the lodges and estimating so many to a lodge.

Q. Is it not generally understood out there that there has been a great deal of fraud in the

enumeration of Indians; that is to say, in making the enumerations much larger than they ought to be?—A. No, sir; I think not. I never heard the point raised.

Q. Never heard any complaint of that kind out there?—A. Not of overrating the number of Indians.

Q. Then I understand you to say that you do not know of your own personal knowledge of any improper conduct on the part of either contractors, agents, or other officers of the Government in connection with the management of Indian Affairs?—A. No, sir.

By Mr. TUFTS:

Q. You say there was some damage to the cargoes shipped by the Kountz boats?—A. Yes, sir.

Q. Can you say what the amount of that damage was, approximately?—A. I do not know that I could. I must say, however, in justice to Mr. Kountz, that he always paid the damage. It injured our line very much in this way: The freight came to Carroll very badly damaged; the hulls were too old, and the water would come in among the cargo, and when we came to receive the freight, of course we would agree what the damage would be on each particular lot, and Kountz would allow it to come out of the freight, but the merchants, when they received it in the interior, said, "We do not want our goods brought in that shape, as it hurts the sale of them. Although you might pay us twice what the actual damage would be on them, you would not repay us for the injury done to our business."

Q. Did one of the Kountz boats ever become totally disabled and have to unload her cargo to another boat?—A. One of his boats, the May Lowrey, was disabled, and was towed in by another boat.

Q. Became totally disabled?—A. Yes, sir.

Q. Was not a large quantity of silver-ore left along the river?—A. Yes, sir; two hundred and odd tons, I think, which was about equally divided between Carroll and Fort Peck.

Q. Tell us, now, from your knowledge—and it seems to be pretty extensive—of the transportation upon that river, and of the necessities of the boats, and of the condition of the Kountz boats; whether, if you had been a Government officer, you would have allowed Mr. Kountz, under any circumstances, to have a contract to transport the Indian supplies.—A. I say most positively that I would not.

Q. Are you acquainted with the customary prices for transporting goods from the point at which Mr. Kountz proposed to transport them to the point he proposed to deliver them?—A. Yes, sir.

Q. Do you know what he agreed to deliver them for?—A. No; but I think it was in the neighborhood of a dollar for 100 pounds.

Q. Between what points?—A. Between Bismarck and Carroll.

Q. Tell us, if you please, whether or not that was a reasonable price.—A. We have had a lower rate this year with the Coulson Line; I mean the year 1875.

Q. And you think, therefore, that Kountz's price was high?—A. I do not know that it was unnecessarily high. I think it was sufficient to have warranted him to have performed the service satisfactorily.

Q. If he had had good boats for transportation, was not the price he agreed to carry for sufficient?—A. Yes, sir.

Q. In that business, is there not always plenty of competition among bidders?—A. Yes, sir; always.

Q. If a contract was made for carrying goods between some points at from 30 to 50 per cent. higher than is bid, would not you have considered that extravagant?—A. I should think it would be, sir. I would not want to pay the price. I will qualify that by saying that I do not believe that it would be extravagantly high. I am only now making a general assertion. I know, so far as our portion of the business has been concerned for the last four or five years, that Government contracts are run into the ground by competition, and I am positive that for these two years that we had this contract, we did not make anything.

Q. Now, if that was an ample price of Mr. Kountz's to deliver those goods, I ask you if a contract from 30 to 50 per cent. higher would not be extravagant?—A. I should think so—yes; I answered that before, but I was only speaking of the Government contracts in that country.

Q. From your knowledge of the Kountz boats, would you not prefer to give \$2 a hundred pounds for transportation in good boats than \$1 in his boats?—A. There would be no inducement in the world that would cause me to make a contract with the Kountz boats at any price.

Q. Did Mr. Kountz always pay for those damages?—A. Yes, sir; his agents did, at Carroll, when they turned the freight over.

Q. Your chief objection to awarding him a contract would be upon the ground of the insufficiency of his boats, but that in all other respects he transacted his business properly?—A. O, I have nothing to say about that, sir. When the cargoes were delivered at Carroll, before we received them, of course we agreed on damages.

Q. Were damages ever claimed from him by reason of his delays?—A. Well, no, sir; I think not. We did not, in this transaction, know Mr. Kountz's at all. You understand our contract was with the Northern Pacific, and when they told us that they wanted to put

Kountz in there we objected very strenuously, and told them that it would ruin our line, which we were then starting.

Q. Your contract was with the Northern Pacific to transport from Saint Paul to Carroll?—  
A. Yes, sir; we had to pay very heavy damages for this freight which was left over at Bismarck; some \$13,000. We made our customers a proposition like this: We said, "We know this freight should have been delivered, but it has not been, and to indemnify you we will allow you Montana interest on those goods from the time they should have arrived until the time they do arrive." The rate of interest was  $1\frac{1}{2}$  per cent. a month, which we paid.

COMMITTEE ON INDIAN AFFAIRS,

Washington, D. C., March 13, 1876.

C. W. NASH sworn and examined.

By Mr. WILSHIRE:

Question. State your age, residence, and occupation.—Answer. I am forty-four years of age; reside in Saint Paul, Minn., and have resided there since 1865, and in the State since 1859; I am an attorney at law.

Q. Do you know anything about the removal of the Winnebago Indians from Wisconsin or Minnesota to Nebraska? and, if so, state what you know about it.—A. I do. I saw the Indians at the time of their removal—they were removed in different parties—passing through Saint Paul to Nebraska.

Q. Who had charge of their removal?—A. That I only know by report. A. H. Wilder was reported to have had the contract. The parties in charge were two men by the names of Hunt and Moore; I state this from information only. I have no personal knowledge of it.

Q. What was the position of those two gentlemen?—A. They were, as I was informed, acting as agents for Wilder, who was the contractor, as I understood.

Q. You only know the fact that he was contractor from general rumor?—A. I was informed by the party that furnished the rations for the Indians at Saint Paul that Mr. Wilder was the contractor, as he had paid him for furnishing the rations. That was Thomas J. Murray. He resides now at Philadelphia; he is at the Continental, in charge of the restaurant or the saloon. When he was residing in Saint Paul he was keeping an eating-house, at the time that the Indians were being transported from Wisconsin to Nebraska.

Q. What was the occasion of his informing you of this fact?—A. He came to consult me as an attorney in reference to his claim that he had against the contractor transporting the Indians, for the rations furnished them.

Q. State what facts were communicated to you by Mr. Murray in relation to that matter.—A. Mr. Murray I have known for years. I had known him in Chicago. He came to Saint Paul and opened a restaurant. The contract, as he informed me, had been with him to feed the Winnebago Indians who were being transported from Wisconsin to Nebraska, at Saint Paul. They generally came in there early in the morning or early in the evening on the Milwaukee and Saint Paul road; and there comes in another line, the Saint Paul and Sioux City road; they were either transferred there or the same car went on. The number of Indians that he fed I cannot now call to mind. I have no memoranda here with me. When he came to settle his account with the contractor for transporting the Indians, he was asked to put in twice or three times the number of rations; in other words, as he explained it, where he fed one Indian they desired him to make up a bill for three or five Indians. Mr. Wilder was the party executing the contract. He asked me what he should do about it. I said to him that that was a matter for him to decide; if he would certify that there were three Indians when there was only one, that belonged to his own conscience.

Q. Were the accounts made out by him as requested by the contractors?—A. He first made them out in accordance with the facts, of the number of Indians that ate rations, and he informed me that they declined to pay the account as made out in accordance with the facts.

Q. Do you know whether he subsequently made out the account as they desired it made out?—A. As they wished it, and as made out by their clerk, Samuel Gordon.

Q. The account of Mr. Murray, then, was made out by the clerk of those contractors?—  
A. Yes, sir; by the clerk of the contractors, Merriam or Merriam and Wilder, as the case may be.

Q. Do you know whether that account was paid or not, as made out by the clerk?—A. Mr. Murray informed me it was.

Q. Did he state to you that the only way he could get his pay for feeding the Indians was by complying with their request?—A. He did. He showed me his books and vouchers; showed me his account as first made out, and then as last made out.

Q. What year did this take place in?—A. It will be two years ago next summer, I think, when he showed me the account; it was a long time after the transportation took place. It was in 1873; I saw it probably a year afterward. I cannot call to mind when the

transportation took place, although I remember seeing the Indians passing through. My recollection is that it will be three years this spring or summer, but it was eight or twelve months after that, probably, that I saw the account.

Q. Have you ever, for the last three or four years, been over on the Missouri River, or out in Nebraska, or any place where you could know anything about the manner in which beef, and grain and flour contracts were made and executed?—A. Yes, sir.

Q. If you know anything in regard to those matters, any irregularities or improper conduct on the part of officers or contractors, please state it.—A. Since 1867, until about a year ago, I have been an Army contractor myself, operating on the Missouri, with headquarters at Omaha, and operating on the Union Pacific Road in Nebraska, Wyoming, and, in fact, on the whole line of the road as far as Benton, and also in Kansas; I have been at many of those agencies in delivering Army supplies.

Q. State anything that you know in regard to the manner in which any of those contracts have been carried out by the contractors.—A. I know, not of my own knowledge, but only from information received from reliable parties.

Q. State what that information is, and its source.—A. I have information from one party that I deem perfectly reliable, by the name of Jere P. (or L.) Cooper, who now resides in Chicago. He was a clerk for Indian agents or superintendents, and also was connected at different times with contractors, I think with Denman, who was superintendent of the northern superintendency, located at Omaha. I have never received any direct information from Mr. Cooper, but I have it from a party to whom he did give the information, Major Thomas P. Hunt, formerly quartermaster in the volunteer service, and also in the regular Army until about two years ago; and I have letters from other parties to whom he had communicated the same facts. Those letters are in Minnesota, but I have the statement of Maj. Thomas P. Hunt, who is now in the city.

Q. Do those letters relate to matters communicated by Mr. Cooper to the writer?—A. Yes, sir; and the same facts can be obtained from Major Hunt, who is now in the city.

Q. Do you mean that the same facts are known by Major Hunt and Mr. Cooper?—A. No, sir; but that the same facts that I am in possession of Major Hunt has in his possession, also, and more, as he has informed me within the last week.

Q. State what the facts are that were communicated to you as being in the possession of Mr. Cooper?—A. Mr. Cooper stated that within the last three or five years past he was employed by a contractor for beef, to deliver to different agencies, which I cannot now name; but I have the information in letters, that in a herd of 1,600 head the cattle were taken at a weight exceeding 200 pounds to each animal over their true weight, for which amount, including this false weight, a voucher was given; also, that, of his own personal knowledge, there was a voucher issued for \$10,000 for beef that never was delivered. Also that this does not comprehend one-half of the frauds practiced in the delivery of Indian supplies of which he knows of his own knowledge.

Q. Do you know anything about the sale of pine timber on Indian reservations in Minnesota or Wisconsin, or in that region of country?—A. I know nothing, of my own personal knowledge, of the sale of pine timber upon Indian reservations in Minnesota. I was present one morning in this room when E. P. Smith, late Indian Commissioner, was being examined by you, at which time you put this general question. He had answered that while he was agent or Indian Commissioner, there had been no stumpage on pine timber sold from Indian reservations anywhere excepting in the State of California. That was his answer, as I recollect, in California, or somewhere on the Pacific coast. I think he said California. I am informed by three or four reliable parties residing in Minnesota, that there was a sale, while he was Indian agent of the Chippewas, or Indian Commissioner; that he did sell pine timber or stumpage on what is known as Red Lake reservation.

Q. State who your informants were.—A. Charles A. Ruffee is one. My brother, W. C. Nash, who lives at Grand Forks, at the mouth of the Red Lake River, which empties into the Red River of the North, is another. A. Allen, who is now dead, was another. T. S. Foggy, a lumberman, is another; I do not know where he resides, but my impression is that he lives at Morehead, Minnesota. Another is Nehemiah Merrick, of Saint Paul, Minnesota.

Q. Have you any memorandum, that you have sent for, or can obtain, that will enable you to testify upon any other matter before this committee?—A. Yes, sir; I have sent for some memorandums relating to Indian contracts let to a man named M. S. Adams, of the Sisseton agency, near Fort Wadsworth, of which I have personal knowledge. I desire to have simply an abstract of the bids put in at the time.

Q. Are those papers necessary for the purpose of enabling you to refresh your memory to testify upon that matter?—A. They are.

Q. Is there any means by which you can state the facts without waiting for those papers?—A. I cannot.

Q. Do you know of any matters, other than what you have testified to now?—A. I cannot testify to any other at present. There are several matters that I can testify to when those papers are in my possession.

Q. You say you are acquainted personally with this firm, Merriam & Wilder?—A. Yes, sir; I have been partner with them for several years, in Army contracts. I have been, until the last three years. Their general business is Indian and Army contracts; and, in fact,

contracting of a general character. I sent for those papers last Friday, and I think they will be here some time this week.

Q. Did you ever have any Indian contracts yourself?—A. I have had Indian contracts with Wilder and Merriam; I cannot tell the year. I have sent for those papers, also. We had two contracts, for corn-meal and corn-bacon.

Q. While you were connected with them as a contractor, did you ever have any business transactions yourself with the Department here?—A. I never had.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., March 16, 1876.

CHARLES A. RUFFEE sworn and examined.

By Mr. WILSHIRE:

Question. State your age, residence, and occupation.—Answer. My age is thirty-six; residence, Brainerd, Minn.; occupation, contractor.

Q. You have heard the examination of General Sanborn?—A. Yes, sir.

Q. State what you know about the sale of pine timber, or any timber, on the Red Lake Indian reservation.—A. I only know that, in the summer of 1872, or 1873, I think it was, I got permission of Mr. Smith, Indian agent—I am not quite certain about the dates either—it might have been 1871, or 1872, but I think it was 1872 or 1873—I got permission to go on to the Red Lake reservation to cut some pine. My idea at first was that there was some timber directly on the edge of the reservation on Government land; but as the line had not been run, we did not know positively whether the line was off or on the reservation. I asked the agent if I should go up there, and it should happen to be on the reservation, whether he would accept pay and give me no further trouble about it. He agreed to do that. Our concern went up there and cut this timber, and found it to be upon the reservation. We settled with Mr. Smith at the rate of \$1.50 a thousand for the timber.

Q. About how much did you cut under that contract?—A. About 1,600,000 feet.

Q. Did you account to Mr. Smith and pay him for the amount you cut?—A. Yes, sir; we gave bonds for the amount, and when we cut the timber we paid Mr. Smith for it.

Q. Was that before the contract was made?—A. I had this verbal understanding with Mr. Smith before the contract was let.

Q. Did you have a written contract, or was it verbal?—A. I first made a verbal contract, and then I think we had a written contract; but I am not quite certain about that. I know we gave bonds, and all that sort of thing, to Mr. Smith.

Q. Do you know of any other matter in regard to the sale or disposition of pine timber at that place by other parties?—A. Nothing more than Mr. Smith afterward advertised that pine, and I bid on the pine myself with other bidders.

Q. Was that before or after the contract was made with Mr. Merriam?—A. It was before. It was at the time that the contract was let to Mr. Merriam that I bid.

Q. Was it let to him upon the advertisement?—A. Yes, sir; it was advertised. I got notice by letter. I did not see the advertisement myself; I think, however, that there was an advertisement.

Q. Was that the time that the contract was made with the Indian Department here—was it upon that letting?—A. Yes, sir, upon that letting.

Q. Do you know anything about the application that was made by the parties that General Sanborn mentioned as not getting it—I do not remember the names?—A. Mr. Myrick. I know nothing except what Mr. Myrick told me, which was in substance the same as General Sanborn has related. I know that his teams were in the woods, and that he complained of being forced out.

Q. How did the Indians take that disposition of their timber-lands?—A. The Indians were displeased, from the fact that they were not consulted in regard to the sale.

Q. Do you know whether they made any formal objection to the Indian Commissioner or agent?—A. I think they did to the agent, at that time, Mr. E. P. Smith; my impression is that they complained to him. I know very well that the Leech Lake and other Indians did, and I think the Red Lake Indians did.

Q. I will ask you in a general way, to state any other matter in connection with the disposition of pine timber at that or any other agency that you know anything about, and which you regard as an improper use or disposition of the Indian timber.—A. That is all that I know anything about that would be improper or anything of the sort. I know something about the sale of the Leech Lake pine reservation, but nothing improper. That was sold to Mr. A. H. Wilder, but the contract was afterward revoked.

Q. Did he ever take any timber under it?—A. Not that I know of. No, sir; he did not take any.



COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., March 15, 1876.

ROWLAND A. COLBY sworn and examined.

By Mr. WILSHIRE:

Question. State your age, residence, and occupation.—Answer. My age is forty-seven. I am a citizen of Quincy, Ill., temporarily resident in Washington. My occupation is civil engineer.

Q. How long have you temporarily resided in Washington?—A. Since 1866; I have been backward and forward since that time. I go home to vote.

Q. What business have you been engaged in here?—A. Part of the time as a clerk in the Indian Office, Department of the Interior.

Q. What time was that?—A. From the 1st of February, 1869, to the end of 1871.

Q. Have you been employed in that Department since?—A. No, sir.

Q. I will state to you that the object of this inquiry is to ascertain whether or not there have been any irregularities, improper conduct, or frauds committed in the Indian Department by any officer, agent, or employé of the Government, or Government contractor. Please state to the committee if you know anything of that kind during the time you were connected with the Indian Department, and, if so, what it was.—A. The first papers that came to me were matters concerning John W. Wright's transactions with the First, Second, and Third Regiments of Indian Home Guards, in connection with their bounties and pensions. Before that time the Secretary of the Interior had made a contract with J. W. Wright.

Q. Who was Secretary of the Interior at the time the transactions took place to which you refer?—A. Mr. Harlan. At the time of my appointment Mr. Browning was Secretary. He was succeeded by Mr. Cox, and Mr. Cox by Mr. Delano. A great many complaints were being made by the Indians that they did not receive their bounties, and an investigation was set on foot in the Indian Office to determine Wright's status, whether he was a contractor or an agent. A contract was produced by him, made with Mr. Harlan, allowing him \$10 for each bounty obtained—for the original bounty that was granted under the act of Congress of July 22, 1861. After the passage of the additional bounty act of April 23, 1866, the auditors decided that the Indians were not entitled to that bounty, because that only applied to white volunteers. A joint resolution in Congress in the latter part of 1867, I think, placed the Indians of those three regiments upon the same footing with white volunteers. Wright commenced filing applications for the additional bounty for those Indians, claiming that he had a right to do so under his old contract for obtaining the original bounty. The Indian Office denied that that was a fact. The subject was referred to the Secretary of the Interior, and the question finally died out, but Wright continued to file applications and receive checks from the Treasury Department in payment. In his contract he was to pay the Indian soldiers from time to time as he should collect the money, and to file receipts in the Indian Office, where a record was kept of all the applications that were filed. I had charge of that record. He filed some few receipts from Indians, but no receipts for the additional bounty that he collected, amounting to over \$200,000. The Indian Office was flooded with letters from the Cherokee, Creek, and Seminole agencies, saying that they had not received their bounty and that Wright would not pay them, he saying there was nothing coming to them, &c. These communications came in the form of affidavits, certificates of agents, &c., but yet there was no particular notice or definite action taken on those appeals to the office.

Q. You mean no action was taken by the Department?—A. No action was taken by the Department. In the meantime Wright stated that he did not pay this over because he did not think that \$10 was sufficient, although it was the amount fixed by law that should be paid for obtaining the bounty; and yet the Secretary of the Interior, in defiance of that law, allowed him \$15, and the auditors submitted to the allowance.

Q. At what time was this additional allowance made by the Secretary of the Interior?—A. It was made in 1870.

Q. Who was the Secretary of the Interior at that time?—A. I think Mr. Delano was. The records, if they are comeatable, will establish all that I am affirming.

Q. Was that contract that you refer to in writing?—A. Yes, sir.

Q. And entered on record in the office?—A. It was in writing and signed by the Secretary of the Interior, and under the seal of the Department.

Q. The contract for \$15 instead of \$10, you mean?—A. The contract for \$10. There was no contract for \$15, to my knowledge; but I know that he received it, because I received some checks and forwarded them to the agents in 1871.

Q. And were his accounts made out and paid? Did he make out an account and present to the Interior Department for his fees?—A. The amount was deducted by the paymaster, and separate checks sent to him in 1871—the checks for \$15 out of every \$100.

Q. Who was the paymaster that disbursed that money—the one you refer to as making these deductions?—A. I think J. Ledyard Hodges was the paymaster that was detailed to pay these bounties.

Q. Where is he?—A. I think that the President pardoned him out of the Albany penitentiary about four or five years ago.

Q. Do I understand you to say that Major Hodges, or that paymaster, whoever he was,

made these deductions under the direction or with the approval of the Secretary of the Interior?—A. The Second Auditor and Second Comptroller make these deductions under the approval of the Secretary of the Interior, and their certificates go forward to the paymaster, and he pays them then.

Q. The action of the paymaster was based upon the authority of these other officers?—A. Yes, sir; by the authority of the accounting-officers of the Treasury.

Q. Now proceed with your statement.—A. Wright, in the early part of 1871, repudiated this contract and fell back upon the powers of attorney that he held from the Indians, and he employed counsel and submitted many labored arguments to show that the contract was void; that it did not apply to the additional bounties; that the powers of attorney which he held from the Indian soldiers was his authority; that the question of payment or non-payment of them rested simply between them and himself; and that the Interior Department had no business to interfere in the matter.

Q. Did the Interior Department interfere?—A. The Interior Department seemed to be rather bluffed by this line of argument, and turned the matter over to the Attorney-General. Mr. Delano detailed a notorious clerk (Mr. Williamson) from his own office to follow the papers to the Attorney-General's Office. Mr. Williamson knew nothing about these transactions, only what he would pick up from me by coming down to my room and talking with me upon the subject. None of the papers passed through his hands, as they did through mine. He did not have the books in his possession. He went to the Attorney-General's, and Major Craig, a former agent at Fort Gibson, and who belongs to the Regular Army, (Tenth Infantry,) was on leave of absence, and was detailed to assist Williamson in working up the case against Wright. Major Craig was the agent at the time I was in the office, and I used to correspond with him upon this subject. By some means—it was through my wife—certain facts were submitted to the President in relation to these frauds. The President referred her to the Attorney-General. The Attorney-General saw her, and referred her to Mr. W. E. Chandler, to whom he had assigned the whole business, as assistant attorney. They sent for me. I called on the Attorney-General several times by his request, and submitted a brief of what could be proved in the matter, and he referred me to Mr. Chandler. I saw Mr. Chandler, who referred me to Mr. Williamson. I knew then the game was up, because Mr. Williamson was bound to cover, rather than to uncover, any transactions that might be discovered. I knew, further, that he was incompetent to go to the bottom, because the bottom was in the office of the Second Auditor of the Treasury. The Attorney-General refused to employ me, on the ground that he had no funds to pay even for the space of two or three weeks; that he had intrusted the matter to Mr. Chandler and Mr. Williamson, who was specially detailed for the purpose by Mr. Delano; and he believed they would be able to make up a case against Wright. I satisfied him very thoroughly that they could not, because they had not commenced at the beginning; they had not called on the Surgeon-General and got a list of the casualties, so as to know how many forged applications had been filed. The matter was some two weeks under consideration. Finally Mr. Williamson decided that he could make all the investigation that was necessary in the case. The last time I saw the Attorney-General, I stated to him fully my conviction, which was, that they would not succeed in unearthing anything at all, and gave him my reason—the incompetency of the person they had employed. My prophecy, so to call it, came true, and was due, as I think, to the incompetency and mismanagement of Government officials, Mr. Delano, Attorney-General Williams, and his employes, Messrs. Chandler and Williamson, Chandler. I understood, received a very large fee in the case—\$10,000. I do not know positively that he did.

Q. Was he the Assistant Attorney-General?—A. No, sir; he was simply acting for this special case.

Q. He was employed by the Department of Justice for that purpose?—A. Yes, sir.

Q. What are your means of information that he got that \$10,000? What is the source of your information?—A. It was dropped in the room where the investigation was going on. Major Craig asked me, I think, why the Attorney-General did not put me at work on the investigation; he said that as far as he was concerned he would rather have me than all the others. Major Craig was the Indian agent at the time these transactions were going on.

Q. What are your sources of information that Chandler got \$10,000?—A. It was remarked that it was strange that the Attorney-General had no money to pay me for a little extra service, when he could pay attorneys such enormous fees.

Q. Craig told you that?—A. That was Craig. Mr. Williamson was sitting by at the time.

Q. Did Major Craig make the statement to you that the Attorney-General had paid that \$10,000 to Mr. Chandler?—A. No, sir; he did not make it. It was stated that he thought that was to be the amount.

Q. Did Major Craig say that that was the understanding, that he was to have that?—A. Mr. Craig informed me that that was to be Chandler's fee. How he came by that, I do not know.

Q. Go on with your statement.—A. I called upon the Second Auditor during the time that these accounts were being settled, while I was in the office, and the brother of the Second Auditor, Mr. Harman, admitted to me that John W. Wright's papers were very

irregular. They were admitted in the Second Auditor's Office, upon being sworn to before one Judge Bushyhead, judge of the Cherokee orphans' court, and a seal was attached to each jurat purporting to be the seal of the Cherokee Nation, and to have been used by Judge Bushyhead. It was afterward found out and admitted that the seal was manufactured in Saint Louis, paid for, and used by John W. Wright, without Judge Bushyhead's knowledge at all. It had some cabalistic figures around the outside so as to deceive the Department. This was used by Wright and kept there by him in his own office at Fort Gibson. The judge knew nothing about it. The Cherokees had no seal.

Q. Did the knowledge of that fact come to these Department officers prior to their passing and allowing him this claim?—A. It came from Major Craig to myself. I reported the fact to Secretary Delano, and no action was taken.

Q. Was that before his claims were allowed and passed, or afterward?—A. It was while they were being examined. I made a full report in the case, based upon letters received by Major Craig, who was the Indian agent at Fort Gibson. I made a full report to the Secretary, through the Commissioner, of some 32 pages of legal cap.

Q. Have you these letters, or were they official letters?—A. They were official letters.

Q. They are on file in the Department?—A. On leaving the office I did not retain a single scrap of paper that belonged to the office.

Q. I wish you to state the dates of those communications, as nearly as you can, or state the time between certain dates, as nearly as you can, within which they were written, so that we may be enabled to know how to call for them.—A. This report came in the early part of 1870.

Q. What report do you mean?—A. A report that was made from Major Craig, or letters received from him, and report made to the Secretary.

Q. What are Craig's initials?—A. J. W., I think, are his initials. He is lieutenant-colonel of the Tenth United States Infantry, and was the agent at Fort Gibson at that time; he was the officer who seized all Wright's papers at Fort Gibson.

Q. You state, then, that this report of Major Craig, together with letters addressed to the Department, calling attention to the fact of this forgery of the seal, was sent during the investigation of Mr. Wright's accounts, and before their final payment?—A. It was during this investigation. Yes, sir; there were many payments made after this report was made.

Q. Did these letters and the report of Major Craig relate to the collection of additional bounties or the original bounties?—A. To both; more particularly to the collection of the additional bounties, because the original bounty had nearly all been collected. There were some few stray cases of heirs that were still behind.

Q. You speak about some bogus or fraudulent claims being presented; I wish you to state a little more clearly in regard to them.—A. In order to get at the bottom of the matter, when I was in the Indian Office I sent to the Surgeon-General to get a list of the casualties in the First, Second, and Third Regiments of Indian Home Guards from the date of muster-in to the date of muster-out. Within a few days I received a report from the Surgeon-General embracing a list of 308 names of Indian soldiers who had died in the service. On an examination of the receipts presented by Wright for payment, and of the claims filed by him, I found that some dead men had written their names.

Q. You found that Mr. Wright had presented the receipts of persons purporting to be claimants for bounties, and to whom bounties had been allowed, that were shown by the report of the Surgeon-General to have been dead prior to any application having been made?—A. Yes, sir; these receipts were all signed by mark, and witnessed by Clapperton, the United States pension agent at Fort Gibson, who was at the same time the clerk of John W. Wright, and also witnessed by J. B. Wright, John W. Wright's son.

Q. Was that evidence before you, as a clerk in the Indian Bureau, at the time of making up the accounts of Mr. Wright?—A. Yes, sir.

Q. Did you then call the attention of the proper officers of the Department to that fact?—A. I called the attention of the proper officers of the Department, the Commissioner and the chief clerk of the Indian Office.

Q. State their names.—A. The Commissioner was Mr. Parker; the chief clerk was Mr. Clum. Mr. Clum told me that I was showing too much zeal in the prosecution of Wright, and that it was a matter that the Indian Office never should have had anything to do with; that it was a question that would eventually be turned over to the Attorney-General; and he threw so much cold water on me, that I, being subordinate to him, did not carry the investigation as far as I should have done had I received any encouragement, and I would be placed upon other duties to draw my attention from those matters.

Q. You say you were placed upon other duties?—A. Yes, sir; I would be placed upon other duties. I had charge of all the Pottawatomie tract-books, and whenever there was any hard financial question brought up, it was referred to me as an expert, and I had to do the extra service.

Q. You were really assigned to other duties that kept your attention away from these matters?—A. Yes, sir; I had charge of all the Pottawatomie tract-books, and other things coming up.

Q. Did you have any further connection with these accounts, after you had this conversation with Clum?—A. These were all in my possession, all the time, to examine from time to time as I had opportunity.

Q. What did the Commissioner say to you when you informed him of the fact?—A. He referred me to Mr. Clum.

Q. Did you ever inform the Secretary of the Interior of it?—A. It would have been more than my head was worth to have spoken to him without going through the regular channel.

Q. Your answer is that you did not?—A. Yes, sir.

Q. And the reason for it was that it would have cost you your official position to do so?—A. It was against the rules of the Office, and had I done so I should have been discharged. I was discharged as it was. Wright made the boast that no man who had ever attempted to investigate his affairs should hold an official position there any longer than he could help it. Further, I called the attention of the Commissioner to the twenty-fifth article of the treaty of July 19, 1866, made with the Cherokees, which gave all of the unclaimed bounties, after two years, to the Cherokee Nation as a school-fund. I was instructed to ascertain how many bounties remained unclaimed, and I directed a letter to the Second Auditor of the Treasury upon that subject. His reply was that the information could not be given; that was the substance of it.

Q. Was that an official communication?—A. Yes, sir; it went through the regular channel, and was addressed to the Second Auditor, E. B. French.

Q. Do you remember about when that was?—A. That was in the early part of 1871. I had some conversation with the Cherokee delegation that were here at the time, and called their attention to that article of the treaty, and asked them why they did not claim the unclaimed bounties to aid their school-fund.

Q. Is there anything more with reference to that branch of your testimony?—A. These are the heads of the matter: there are many details that perhaps would not develop anything more than some other heads.

Q. Do you know of matters other than those that came within your knowledge?—A. There was one transaction, in regard to the sale of the San Pete reservation in Utah Territory, embracing some six townships of land. It was claimed that it was not a suitable reservation for the Indians. This reservation had been surveyed and subdivided into sections and quarter-sections. The map of the reservation was on file in the Office, and field-notes. They were given to me by the chief clerk of the Office, with the request that I should make a map embracing all the topography of that reservation, for the purpose of sending it to the agent in Utah, as the land was to be sold to the highest bidder, it not being a suitable place for the Indian reservation, but being an excellent place for farming and grazing purposes.

Q. You speak of the chief clerk. Who was the chief clerk at that time?—A. Mr. Clum. I made a draught and forwarded it to the agent, in order that it should be a guide to him in the sale of the land. Several months afterward the map was returned, and then all the papers went to the finance division. I was informed that the reservation sold for 6½ cents an acre. From the field-notes of the survey I should judge that the land was just as good as any Government land in Utah.

Q. By whom were you informed that the reservation sold for 6½ cents an acre?—A. By the clerk of the finance division. It was a common topic of conversation.

Q. Do the records show that fact?—A. Yes, sir; the records show it.

Q. To whom was the land sold, if you know?—A. I do not know. I did not examine any of the papers outside of those that were assigned to me.

By Mr. BOONE:

Q. There was a record made of that sale, I suppose?—A. Yes, sir; all these matters can be established by the records in the Indian Office.

By the CHAIRMAN:

Q. Please state what records they are, about what date they bear, and in what office in the Department they may be found.—A. In the Office of Indian Affairs. The papers came back in 1871.

Q. Were those lands sold by the order of the Secretary of the Interior?—A. Yes, sir; all lands of that kind were sold under the approval of the Secretary of the Interior. The order is given, I believe, by the Commissioner of Indian Affairs.

Q. Who was the Commissioner at that time?—A. Mr. Parker.

Q. Do you know whether the records in the Indian Office will show how the lands were sold—whether by public advertisement or private sale?—A. The records of the Indian Office should show how they were sold, and the prices that they brought.

Q. But you do not remember whether they show that or not?—A. That is the form of all the sales of property in the Indian Office. If the records were properly kept they will show that.

Q. If you know anything else you may state it.—A. There has been great wrong done the Indians in Kansas, by the approval of deeds for alleged sales of land belonging to the Miamies, the Shawnees, the Peorias, the Piankeshaws, and the Wea Indians. These lands, years before, had been allotted in severalty to the Indians of those tribes.

Q. State, in this connection, the time that these approvals covered.—A. They extended all the way from 1869 to 1871—during my entire continuance in office. J. H. McKenzie, formerly Indian agent of some tribe in Kansas, seemed to be the main purchaser. These

deeds would be made up in Kansas and approved by the Indian agent there, the Indian acknowledging that he had received \$140, \$150, or \$200, as the case might be, in gold, in consideration of his head-right to 160 acres of land. McKenzie would come to the Office with all the way from ten to one hundred of these deeds, claiming to be deeds of Indian lands, and all seeming to have been properly approved by the Indian agent; some of them he would be in a great hurry to get through and get them approved. They required to be confirmed by the Commissioner and approved by the Secretary of the Interior before they were complete. In several instances—I cannot remember the deeds now—I know of his paying clerks in the land division \$15 to \$20 apiece to have them jumped—put through as special, when there was no reason for it, if they were correct deeds, in order to get them before the Secretary of the Interior, and have them approved by him and sent back to Kansas. Very soon after that there came protests from the Indians against the confirmation of their deeds. This occurred more particularly in the case of heirs, where there might be four or five heirs to one head-right, the original allottee being dead. The lands would be bought from one of the heirs, he swearing that he was the only living heir of deceased. After the approval of the deed by the Secretary, the purchaser did not care a fig for all the protests that they were a mind to send in. He knew the Indian had no recourse to recover in the courts of Kansas, and after the Indian Office and Secretary of the Interior had approved of a deed, that was the end of it. The matter was never investigated in any one case.

Q. Were the Indian Commissioner and Secretary of the Interior notified of these facts prior to the approval of these deeds?—A. They were not; because these protests would be held back until the deeds were approved.

Q. Held back by whom?—A. Well, either the chief clerk or the chief of the land division.

Q. Then the protests were actually in the Department?—A. The protests are actually in the Department now, unless they have been destroyed.

Q. I want to know whether they were there and whether these officers had any notice of it? They were actually in the hands of some of the employés of the Department before these approvals were made?—A. Yes, sir.

Q. Do you know in whose hands they were?—A. There are but three parties in whose hands they could have been at the time, and they are the chief of the file-room, the chief of the land division, and the chief clerk, Mr. W. R. Clum. The chief of the file-room is Mr. Eby, and W. R. Irwin chief of the land division.

Q. If they were there at all they must have been in the hands of one of those three men?—A. Yes, sir.

Q. I will ask you to state whether you know that they withheld the knowledge of the protest being in their possession from the approving officers, namely the Commissioner of Indian Affairs and the Secretary of the Interior?—A. They must have been withheld from them, because there was never any report made; these papers would never come before the Secretary or the Commissioner except there was a question at the time of the approval of the deeds, and there could be no question, because the protests had not come to light until after the approval. It is the undue haste in approving these deeds that should be condemned.

Q. I will ask you if you know whether this undue haste, of which you make mention, was made known to the approving officers?—A. No, sir; I do not think it was; I do not think they ever examined the dates.

Q. They made the approvals upon the reports of their proper subordinates, whose duty it was to make up the cases and present them for approval?—A. Yes, sir.

Q. Did you know of the existence of these protests at the time or before the approvals were made?—A. In some cases I did.

Q. Did you ever communicate that to those approving officers?—A. I would not have dared to do it. It was not in my line; I had my desk and papers assigned to me and I had no right to any other papers.

Q. You say you dared not report any facts or any fraud to a superior. I would like to have you state why you could not.—A. It would have worked no remedy of the fraud complained of, and I would have lost my position.

Q. Do I understand you to say that if you had notified the Indian Commissioner and Secretary of the Interior they would have taken no notice of it?—A. It would not have remedied the fraud; no, sir.

Q. Why not?—A. Because I should have been discharged, and the thing would have died out.

Q. By whom would you have been discharged?—A. By the Commissioner himself; that is, by the Secretary of the Interior, upon the recommendation of the Commissioner, for an unwarrantable interference with that which was none of my business.

Q. Was that the practice of the Department?—A. It seemed to be; it worked so in my case.

Q. Were you removed for that cause?—A. I do not know of any other cause for my removal. I was removed while I was on leave of absence—sick, at home.

Q. You did in some cases?—A. I did in the John W. Wright affair. I was determined to go to hard pan in that if they would allow me to; but I was cut short. I had a separate desk, and there were certain papers referred to me by the chief clerk for my action.

The way I found out so much was this: I was used as a kind of referee by some seven or eight clerks in the room. Whenever they would get stuck on any subject they would come to me.

Q. That is the way you obtained this information?—A. Yes, sir; I did not get it surreptitiously.

Q. Can you give any idea about how many cases there were of protests of that kind?—A. I cannot. There were a large number of them. There were hundreds of deeds coming in.

Q. Were there protests in all the cases?—A. No, sir; only in some few cases.

Q. Is there any other matter in connection with these deeds which you know that you have not stated?—A. No, sir; there is nothing more than can be developed, provided you can get hold of the papers. They will lead you into discovering a great many more wrongs than I have mentioned.

Q. State any other matter you know.—A. The payment of annuities seems to be done very loosely to some particular tribes. There are many Shawnees and Winnebagoes that are termed incompetents—perhaps about two out of five.

Q. What do you mean by the term "incompetent"?—A. That term applies to such adult Indians as are not considered civilized enough to know how to take care of their money and how to spend it. It also applies to all minor children. It is the custom to pay these annuities semi-annually, and annuities due these incompetents were paid to persons denominated guardians. These guardians were not bonded. They were under no requirements from the Office, or from any one, to render any account of how they disbursed this money. The question was brought up in the Indian Office. The finance division had worried over the matter, saying that they had got into a perfect muddle. They could not find out who had received these annuities for the incompetents. Finally, the chief clerk, Mr. Clum, and the clerk of the land division, Mr. Irwin, said to me, "We want you to do some special work for us. All the clerks in the finance division are puzzled over it, and they cannot produce a balance-sheet. Now we know you can do it. So you can lay aside all the work that is on your desk. It took me just three weeks. I made up a statement of where certain annuities, amounting in the total to some \$22,000, had all gone—who had received every dollar and every cent of it. There were numerous guardians, and they had received during the time these annuities were being paid, from \$10,000 to \$40,000 of this money belonging to the incompetents."

Q. The guardians had?—A. Yes, sir; and not the least scratch of a pen to show what disposition had been made of that money—whether a cent of it had ever gone to the benefit of the incompetents.

Q. Under what law or treaty stipulation were those annuities paid to the guardians in that way?—A. The money was appropriated from year to year to pay these annuities. I do not remember the date of the act granting these annuities, but I could very soon find it in the statutes.

Q. How are these guardians appointed?—A. Self-appointed I should think. There was no record in the Indian Office of their appointment.

Q. Was there no evidence presented there that they were duly authorized?—A. None at all. They were not responsible to the probate courts in Kansas.

Q. Can you give the names of any of those guardians?—A. The records of the Department are complete in that respect. I made out the books myself, showing the name of each man, and just whose money he had received and how much he had received. And I gave a recapitulation of the whole thing.

Q. Can you give us a reference to that record?—A. That record was made up in July, 1871.

Q. Did you call it a balance-sheet, or statement of disbursements, or what?—A. A statement of disbursements. I sent to the Second Auditor's Office and got all the vouchers, and from the vouchers and receipts of those parties who had received for the annuities I made up that statement.

Q. What tribes of Indians?—A. The Winnebagoes and Shawnees are the two tribes of which I have positive knowledge, because I made up the books and statements myself.

Q. You say that there were no evidences of appointment of these persons representing themselves as guardians presented to you showing their authority to draw this money, and disburse it to those incompetents whom they purported to represent?—A. None whatever. The Indian Office had no knowledge of the appointment of any one of them. The way I came by the names was by the receipt-rolls on file in the Treasury Department.

Q. Did they not have to be examined and reported from the Interior Department before they were adjusted and paid by the Treasury Department?—A. They are simply transmitted. The examination does not amount to anything there. They are transmitted by the agent through the Indian Office to the Treasury Department.

Q. Are there any other matters that you know?—A. There are many other matters, but I do not know that the committee would deem them of sufficient importance for investigation. The matter of the sale of Cherokee neutral lands to Joy, I might mention.

Q. When was it made?—A. That sale was consummated in the early part of 1869, under Mr. Browning, but the patents were not issued until some time afterward.

Q. The sale was made in pursuance of some law or treaty stipulation, was it not?—A. Yes, sir; they seemed to have based it upon authority, but I think that authority was obtained through fraudulent means.

Q. Do you pretend to say that the treaty or law was obtained by fraudulent means?—A. I think so.

Q. That would not affect the law, would it?—A. It might not, but it might affect those who had a hand in obtaining lands worth four or five dollars an acre for a dollar an acre.

Q. The knowledge you have with reference to that, relates to the manner in which the sale was executed and carried out, does it?—A. The manner in which the sale was made.

By Mr. TUFTS:

Q. When was the sale made?—A. The sale was made in 1869. It was not finally consummated until 1871. I examined all the deeds myself.

By Mr. WILSHIRE:

Q. State fully in regard to that matter.—A. There were thousands of white settlers that had settled upon those lands and made improvements amounting to from \$50 to \$1,000 worth. Appraisers were sent out to appraise the value of the land and improvements. Some of the lands were appraised as high as \$1.50, and running from that up to \$4 an acre, and the settlers were compelled to pay that price, and had they refused to pay it the land would have gone to the purchaser of the whole, Mr. Joy, at \$1 per acre.

Q. Mr. Joy purchased all that was not occupied by the settlers at \$1 an acre?—A. All that was not paid for at a certain time. It was currently reported at the time that the appraisers were in collusion with Joy to run the lands up as high as possible, in order that it might all fall into his hands.

Q. That was a mere rumor; do you know anything about it as a fact?—A. Complaints were made by some of the parties (and those complaints are on file in the office) to the effect that the improvements were reported to them at one price and to the Indian Office at a much higher price. The appraisers made their report to the Indian Office, and the Indian Office certified the appraised value to every settler that had been returned.

Q. The report made by the appraisers was an official report?—A. Yes, sir.

Q. Did the Secretary notify the settlers that the price was to be any higher than that reported by the appraisers?—A. No, sir.

Q. Did Mr. Joy make that contract for the purchase of the remaining lands?—A. The contract first made was entered into by Mr. Browning, the then Secretary of the Interior, in 1869, and the matter was hurried up—

Q. Was that price agreed upon by Mr. Browning to Mr. Joy?—A. The price per acre was higher, and some parties in Connecticut agreed to take it, but it fell through.

Q. I am talking about Joy, the man who bought it. What were the facts in regard to the contract he made about those lands?—A. He was to have them at \$1 an acre.

Q. That contract was made with Mr. Browning.—A. Yes, sir.

Q. When were the payments made by Mr. Joy?—A. They had not been made in 1871.

Q. You do not know whether they have been made at all, do you?—A. No, sir.

Q. Do you know anything about the amount of that land that Mr. Joy purchased?—A. Somewhere near 2,500,000 acres. The last warrant covered 1,300,000 acres. I examined that, and mailed it to Mr. Joy, at Detroit.

Q. Do you know whether that sale to Mr. Joy, and the rights of the settlers, have been the subject of judicial investigation?—A. It has been, in the courts of Kansas.

By Mr. TUFTS:

Q. Is he not the same Joy who owned the neutral lands that were the subject-matter of a suit which was brought up to the Supreme Court of the United States?—A. His name is James F. Joy.

By Mr. WILSHIRE:

Q. Do you know whether there was any collusion between Joy and any officer of the Department, for the purpose of acquiring these lands?—A. It was a current belief in the Office.

Q. Tell us whether you know it or not.—A. I could not say that it was so.

Q. If you have any information upon the subject, tell the source of that information.—A. It was currently reported through the Office, and was not contradicted, that the appraiser was the agent of Mr. Joy afterward, for the sale of that land; that Mr. Joy employed him.

Q. After he had performed his duty as appraiser?—A. Yes, sir; as appraiser for the Government.

Q. The question is this: whether or not you know of your own knowledge of any collusion between any official of the Department and Mr. Joy, with reference to that purchase. If you do not know of your own personal knowledge, but know from information, state the sources of your information.—A. I do not know of my own personal knowledge. The information that I have is strong enough for me to believe it. The source of the information was letters received from the settlers by the Department. The settlers made complaints of collusion between the appraiser and Mr. Joy. Mr. Cox was one of the appraisers.

Q. State whether Mr. Cox, at the time this complaint was made, was an officer of the Interior Department.—A. At the time of the transaction in regard to which complaints were made, he was; because he was one of the Government appraisers.

Q. It was represented that he was also the agent of Joy, at that time?  
The WITNESS. That he represented Joy.

Q. Did they produce any evidences of the fact?—A. I do not remember that they did. He declared that he was going to be Joy's agent, and would make it as easy as he could for them when he got there.

Q. Give the names of the parties who told that.

The WITNESS. The settlers?

Mr. WILSHIRE. Yes.

A. There were so many that I do not remember one of them. They are all matters of record on the Cherokee neutral files in the Office.

Q. What became of those communications sent to the Interior Department in regard to that matter?—A. They are in the file-room of the Indian Office, among the papers referring to the sale of the Cherokee neutral lands. If there have been no fires there, I suppose all the records are complete yet.

Q. How many of those appraisers were there?—A. There were two on duty. There were three appointed.

Q. Who were the two that were on duty?—A. Mr. Cox—I do not remember his first name—and Mr. Phillips.

Q. Did any of the settlers complain of any other appraiser except Cox?—A. I think not.

Q. I understood you to say that in the file-room of the Indian Office can be found letters of settlers on the Cherokee neutral lands in Kansas, complaining that Cox, one of the appraisers, at the time he made the appraisement at \$1 per acre, was the agent of Joy.—A. I do not express it quite as strongly as that—that he was the agent of Joy.

Q. I understood you distinctly to say that these settlers complained that Cox was the agent of Joy at the time the appraisement was made.—A. Well, you might call him an agent, but he was rather an agent of the Government at the time, and he was also in the employ of Mr. Joy. He said he was going to be also in the employ of Mr. Joy, and that he would make it as easy for them as possible, and it was claimed by the settlers that he was in the employ of Mr. Joy all the time.

Q. Is that what the settlers allege?—A. If you will qualify that by inserting the word "acting." I want to make my statement so that when you come to examine the files you will find that I have not told half the truth. I know there were hundreds of letters received. I saw them and read them myself.

Q. Do you know whether there was any collusion between Mr. Joy and any other person connected with the Interior Department for the purpose of this purchase?—A. I do not know it positively, but it looked very much that way, from letters of the then Secretary of the Interior on the subject.

Q. Letters of the then Secretary of the Interior to whom?—A. Some of them were addressed to the Commissioner, and some of them to the committee in Congress. I recollect of reading one particularly, where he speaks of Mr. H. N. Bushnell, of Connecticut, as the attorney. Mr. Bushnell was not from Connecticut.

Q. Attorney for whom?—A. Attorney for Joy, in the purchase of the lands. Mr. Bushnell was a law-partner of Mr. Browning, in Quincy, Ill. I am well acquainted with him myself.

Q. Letters were addressed by Secretary Browning to Bushnell?—A. Addressed to the Secretary of the Interior, stating that he had been called upon by Mr. Bushnell, of Connecticut, attorney for Mr. Joy.

Q. Do I understand you to say that that was a letter from the Secretary of the Interior?—A. Addressed to the Indian Office, relative to the purchase of this land. Mr. Bushnell is dead. He died two years ago.

Q. Do I understand you now to say that your belief that other officers in the Interior Department had colluded with Mr. Joy to secure this land is based upon that letter in part?—A. Yes, sir.

Q. Is it based upon anything else?—A. It has been some time ago, and I would prefer the committee to get hold of the papers. They can then examine those and draw their own inferences, the same as I did. My belief is that there was collusion, because the lands were sold at so much less than their actual value.

Q. What year was this letter from the Secretary of the Interior to Mr. Bushnell written?—A. In 1863. It was right at the close of Mr. Browning's administration. Everything seemed to be put through in undue haste; and we had to work night and day, in order to keep up our work in the Office, and get this thing completed before a new Secretary should come in.

Q. Are there any other matters now that you know, and which you have not stated?—A. My statements, I believe, cover the prominent matters. There are many others, but they are small transactions in comparison with those I have mentioned.

Q. State some of them.—A. The sale of the Kansas Indian lands.

Q. What is known as the Kaw Indian lands?—A. Yes, sir. The sale was effected prior



to 1869. It was advertised to sell the whole reservation, but some white parties had examined the reservation, and only bid for the best part of it—that along the water-courses; and there was only a small portion of the reservation sold at that time, and sold at the minimum price; which left all the lands away from the water-courses to be advertised at another time, and sold for what they would bring.

Q. State in what the wrong or fraud you speak of consists.—A. Whether it is a fraud or wrong the committee must determine. In my opinion it is, in the management of the Indian Office by the Commissioner and the Secretary.

Q. In what respect?—A. In this respect: in advertising that land which should have all been sold at the same time, instead of selling the best lots at the minimum price, and leaving the poorest lands to sell for almost nothing afterward.

Q. Was that a matter that addressed itself to the discretion of the Secretary of the Interior, or was it a matter prescribed by law?—A. This land was sold out by bids, and he had it in his power to reject every bid, if he chose.

Q. That does not answer my question. I say was that a subject that addressed itself to the discretion of the Secretary, as to whether he should sell, and how he should sell?—A. Yes, sir.

Q. Did the law lodge that discretion with him?—A. The law lodged that with him and the Commissioner of Indian Affairs.

Q. Do you state it as a fact that the action of the Department taken in that matter was for the purpose, on their part, of doing a wrong or injustice either to the Government or to individuals?—A. I do not know that it was done as it was directly, but the incompetency with which the sale was managed shows that the Office was run by an outside ring instead of officials.

Q. Do you regard it as a willful wrong on the part of the Department officers, or do you regard it as an error of judgment?—A. If you call the neglect of known duties a wrong, why, it was a wrong.

Q. State in what that neglect consists.—A. In not rejecting every bid.

Q. Was that a willful purpose on the part of these officers to do what you regard as a wrong?—A. It may be termed a lack of judgment, but it would seem to me to be incompetency.

Q. In short, I understand that, in your judgment, all the bids should have been rejected?—A. Yes, sir.

Q. State if you know of any correspondence with reference to this matter that would throw any light upon it.—A. There probably is correspondence on the files, pertaining to that tribe of Kansas Indians.

Q. That would also be found in the file-room you speak of?—A. Yes, sir.

Q. What time do you say the sale took place?—A. Sometime prior to 1869. I do not remember the exact time. Mr. Blackburn, of Kansas, purchased large amounts, and Mr. McCulloch, late Secretary of the Treasury, Mr. Blackburn told me, he had purchased some land at \$1.25 an acre, and sold the same at \$25 an acre. I made many plats of that land, designating the lands sold, for different parties—for Sidney Clarke, then a member of Congress, and for Senator Pomeroy. I made them under instructions from the Commissioner, designating the lands that were sold and the lands that were not sold, by coloring the lands that were sold.

Q. You mean now all lands that were sold on these sealed bids?—A. Yes, sir.

Q. You made and furnished plats for the remainder of these lands to the gentlemen you named?—A. Yes, sir; plats of the whole, showing the lands sold and not sold, and those held by the Kaw Indians, which were down in the southwest corner of the reservation. The whole reservation was said by those who had been on it, Mr. Pomeroy, Mr. Clarke, and others, to be the garden-spot of Kansas.

Q. In what manner were those lands advertised? Was it by public advertisement?—A. Public advertisements in two or three newspapers—three, I think—the Leavenworth Times, and, I think, the Chicago Tribune, and the other paper, I think, was published at Lawrence, and was called the Advocate, I think, but I am not certain.

This agreement, made this 30th day of August, A. D. 1866, by and between James Harlan, Secretary of the Interior, on behalf of the United States, of the one part, and the American Emigrant Company, a corporation chartered and existing under the laws of the State of Connecticut, of the other part, witnesseth:

That the said Harlan agrees to sell, and hereby doth sell, to the said company, all that tract of land known as the "Cherokee neutral land," in the State of Kansas, containing (800,000) eight hundred thousand acres, more or less, with the limitations and restrictions set forth in the seventeenth article of a treaty between the United States and said Cherokee Indians, ratified on the 11th day of August, A. D. 1866, as amended by the United States Senate, with all beneficial interests therein, at the rate of one dollar per acre, in lawful money of the United States, to be paid to the Secretary of the Interior, in trust for said Indians, as hereinafter set forth, viz: Twenty-five thousand dollars on the execution hereof; twenty-five thousand dollars on the approval of the surveys of said lands by the Commissioner of the General Land-Office, and twenty-five thousand dollars on the 30th day of August, 1867; seventy-five thousand dollars on the 30th day of August, 1868; seventy-

five thousand dollars on the 30th day of August, 1869; and seventy-five thousand dollars on the 30th day of August, 1870; and one hundred thousand dollars per annum thence afterward until the whole shall be paid, each of said several sums to draw interest at the rate of five per cent. per annum from the date of the approval of the surveys as aforesaid.

The said American Emigrant Company agree to pay the said several sums of money, with interest thereon as aforesaid, to the said Secretary, in Washington, in lawful money in the United States, as the same shall become due, the said interest on each and all deferred payments to be paid annually on the 1st day of July. The United States agree to cause said lands to be surveyed, as public lands are usually surveyed, in one year from the date hereof, and, on the payment of fifty thousand dollars, to set apart, for said company, a quantity of said lands, in one body, in as compact a form as practicable, extending directly across said tract of land from east to west, and containing a number of acres equal to the number of dollars then paid, and from time to time convey the same by patent to said company or its assigns, whenever afterward requested so to do, in such quantities, by legal subdivisions, as said company shall indicate; and on the payment of each additional instalment, with interest, as herein stipulated, to set apart for said company an additional tract of land in compact form, where said company may request, but extending directly across said neutral lands from east to west, containing a number of acres equal to the number of dollars of principal thus paid, and to convey the same to said company or its assigns, as hereinbefore described, and so on, from time to time, until the whole shall be paid; and no conveyance of any part of said lands shall be made until the same shall be paid for, as provided in this agreement; but said company may make payments at earlier periods than those indicated or pay the whole, principal and interest, and receive titles of tracts of land accordingly, if they shall so elect.

In witness whereof said Harlan has hereto affixed his name and the seal of the Department of the Interior of the United States; and the said emigrant company has, also, by Franklin Chamberlain, a director of said company, thereto lawfully authorized by vote of said company, copy whereof is hereto annexed, and affixed the name and seal of said company the day and year first above written.

JAMES HARLAN,

*Secretary of the Interior.*

AMERICAN EMIGRANT COMPANY,

By F. CHAMBERLIN,

*Director and Attorney in Fact.*

Executed in presence of—  
W. PENN CLARKE.

At a meeting of the directors of the American Emigrant Company, held at the office of the company, in New York, on the 28th day of August, 1866—present, Messrs. Harris, Chamberlin, Williams, Savery, and Hooker—voted that F. Chamberlin, esq., one of the directors of the American Emigrant Company, be, and he hereby is, authorized to negotiate and execute, in the name and behalf of the company, a contract with the U. S. Government for the purchase of the Cherokee neutral lands in the State of Kansas, at such price per acre and payable upon such terms as may be agreed upon.

A true copy of the original.

Vote.—Attest:

JOHN HOOKER,

*Secretary.*

*Resolution amending the charter of the American Emigrant Company.*

GENERAL ASSEMBLY. *May Session, A. D. 1865.*

*Resolved by this general assembly:*

SEC. 1. That the American Emigrant Company, incorporated by resolution of the general assembly at its session in May, A. D. 1863, shall have power, in addition to the powers conferred by the original charter, to make contracts for the chartering of steamships and other vessels for the transportation of emigrants; to purchase, own, and run such vessels for such purpose; to deal in passenger-tickets for the foreign and inland transportation of emigrants by land and water; to buy and sell foreign bills of exchange; to take charge of, despatch, and deliver goods transmitted between this and other countries, and to act as agent for the sale of lands in all parts of the country, to emigrants, settlers, and others.

SEC. 2. Said company shall also have power to make contracts for improvements upon lands held by them for sale to emigrants, and to buy and hold sheep and other stock, for the purpose of selling or letting the same to emigrants and other settlers.

*Resolue incorporating the American Emigrant Company.*

GENERAL ASSEMBLY, *May Session, A. D. 1863.*

*Resoluea by this assembly:*

SEC. 1. That Andrew G. Hammond, Francis Gillette, John Hooker, Franklin Chamber-

lin, and Henry K. W. Welch, all of the city of Hartford, in this State, Samuel P. Lyman, of the city and State of New York, and Ferdinand C. D. McCay, James E. Savery, and Tallmadge E. Brown, all of the city of Des Moines, in the State of Iowa, and their successors and assigns, be, and they are hereby, made a corporation under the name of the American Emigrant Company, for the purpose of procuring and assisting emigrants from foreign countries to settle in the United States, and especially in the Western States and Territories of the same, with power to purchase lands and dispose of the same for actual settlement where there is nothing in the laws of the States or Territories where such lands shall be situated that shall forbid such purchase and holding, (or where license shall be obtained from any such States or Territories authorizing such purchase and holding,) and with all the usual corporate powers necessary and proper to carry out the objects of the corporation.

SEC. 2. The capital stock of said company shall not exceed one million dollars, and shall amount to one hundred and eighty thousand dollars before said company shall commence operations. The capital shall be divided into shares of one hundred dollars each, which shall be transferable in writing, in such mode as the by-laws of the company shall prescribe.

SEC. 3. The company shall have power to enact by-laws not inconsistent with the provisions of this charter, nor with the laws of this State or the United States, prescribing the mode of electing its officers and their duties, the number of directors, the time and place of the annual meetings, the manner of calling special meetings, the mode of transferring the stock of the company, and generally with regard to the manner of conducting the business of the company.

SEC. 4. The officers of the company shall consist of a president, vice-president, treasurer, and secretary, and a board of directors, who shall have the usual powers of such officers.

SEC. 5. At all meetings of the company the stockholders shall vote by shares, and any stockholder not present may vote upon his stock by proxy. The authority in such case to be given in such manner as shall be prescribed by the by-laws.

SEC. 6. The first meeting of the company shall be holden at the Exchange Bank in the city of Hartford, on the first Monday in July, 1863, at 2 o'clock in the afternoon, at which meeting the officers of the company shall be elected, who shall hold office until the next annual meeting.

SEC. 7. The directors of the company shall, within four months after the first day of January, in each year, lodge in the office of the secretary of this State a certificate signed and sworn to by the secretary of the company, or by two of the directors, stating as nearly as can be ascertained the amount and general character of the assets of the company, and the amount of its liabilities. And in case such certificate shall not be so made and lodged, the directors of the company for the time being shall be personally liable for all debts of the company contracted during the time of such neglect.

SEC. 8. This act shall take effect from its passage, and may be altered, amended, or repealed, at the pleasure of the general assembly.

## DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,

April 23, 1867.

SIR: I have the honor to recommend the appointment of Colonel John T. Cox, of Kansas, as commissioner under the seventeenth article of the Cherokee treaty of July 19, 1866, to act conjointly with a commissioner to be designated by the national council of the Cherokees, in appraising the lands belonging to that nation lying in the State of Kansas, as provided in said treaty.

Very respectfully, your obedient servant,

N. G. TAYLOR,  
*Commissioner.*

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

## DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,

April 23, 1867.

SIR: I have the honor to acknowledge your letter of the 19th instant, inclosing appropriation warrant, No. 258, dated the 16th instant, for "Trust fund—interest due—Kaskaskias, Peorias, Weas. and Piankeshaws," in coin \$270.

Very respectfully, your obedient servant,

N. G. TAYLOR,  
*Commissioner.*

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

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., May 27, 1867.*

SIR: Agreeably to the recommendation of your letter of the 23d ultimo, Col. John T. Cox, of Kansas, is hereby designated to appraise the lands of the Cherokee Indians, lying

in Kansas; to act conjointly with the person designated by the Cherokee national council for that purpose, as provided in the 17th article of the Cherokee treaty of July 19, 1866.

Mr. Cox will be allowed compensation at the rate of \$8 per diem and his actual expenses for this service; but you will inform him that no payment can be made to him under this appointment until Congress shall have made the requisite appropriation therefor.

Very respectfully, your obedient servant,

W. T. OTTO,  
*Acting Secretary.*

Hon. N. G. TAYLOR,  
*Commissioner of Indian Affairs.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., May 30, 1867.*

SIR: I have this day transmitted to the Commissioner of the General Land-Office a copy of your letter of the 29th instant, and instructed him to give the necessary order to the surveyor-general of Kansas to furnish to the appraisers of the Cherokee lands a copy of the field-notes and plat of survey of the lands referred to by you.

Very respectfully, your obedient servant,

W. T. OTTO,  
*Acting Secretary.*

Hon. N. G. TAYLOR,  
*Commissioner of Indian Affairs.*

TAHLEQUAH, on October 31, 1866.

To all whom these presents shall come, greeting:

Know ye that the Cherokee national council have elected and confirmed William A. Phillips, of Salina, Kansas, as agent or commissioner of the Cherokee Nation to appraise the lands ceded in trust by the Cherokee Nation, by the treaty of July 19, A. D. 1866, known as the neutral lands, according to the provisions of article 17th of said treaty.

JAMES VANN,  
*President pro tem. N. Committee.*  
JOHN YOUNG,  
*Spec. N. Committee.*

WILL. P. ROSS,  
*Principal Chief of the Cherokee Nation.*

As witness:

H. D. REESE, *Clerk N. Committee.*  
ROBERT B. ROSS, *Clerk.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., July 24, 1867.*

SIR: I acknowledge the receipt of your letter of the 23d instant, requesting the view of this Department, in order that a draught of rules, in accordance therewith, may be prepared for the government of the appraisers in their action under the seventeenth article of the Cherokee treaty of the 19th July, 1866, providing for the sale of the Cherokee lands in Kansas, and reply as follows:

When the surveys and appraisements shall have been made and approved as contemplated, the lands, with certain exceptions hereinafter mentioned, may be sold in either of two methods: First, after due advertisement for sealed bids to the highest bidder for cash, in parcels not exceeding 160 acres, and at not less than the appraised value; second, to any responsible party for cash, in a body, for a sum not less than one dollar per acre.

The exceptions referred to cover lands, (not being mineral:)

First. Such upon which there were improvements of the value of \$50 owned and occupied by any person for agricultural purposes at the date of the signing of the treaty; second, such as were at the date of the ratification of the treaty occupied by actual settlers having the qualifications of pre-emptors under the general pre-emption laws.

A person who, at the date of the signing of the treaty, personally occupied lands whereon there were improvements which he owned to the value of \$50, is entitled to purchase, in legal subdivisions, the smallest quantity of land which will include his improvements. But he must reside on said lands at the date of such purchase.

Second. A qualified pre-emptor, if an actual settler at the date of the ratification of the treaty, is entitled to the lands so actually settled by him at that date. In neither case, however, can such person or pre-emptor buy at less than the appraised value, nor in quantity exceeding 160 acres.

You will prepare, and submit for approval by the Department, a draught of rules in accordance with the views herein expressed, by which the appraisers of the lands in question will be governed.

Very respectfully, your obedient servant,

O. H. BROWNING,  
*Secretary.*

Hon. N. G. TAYLOR,  
*Commissioner Indian Affairs.*

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., August 10, 1867.

SIR: I herewith return with my approval the revised draught of rules for the government of the appraisers in their action under the seventeenth and nineteenth articles of the Cherokee treaty of July 19, 1866, providing for the sale of the Cherokee neutral lands in Kansas, submitted to the Department in your letter of the 9th instant, and request that you will act upon them without delay.

Very respectfully, your obedient servant,

O. H. BROWNING,  
Secretary.

Hon. C. E. MIX,  
Acting Commissioner of Indian Affairs.

*Rules for the appraisement of the Cherokee neutral lands, &c., in Kansas, under the provisions of the seventeenth article (as amended by the Senate) and the nineteenth article of the treaty concluded with the Cherokee Nation of Indians July 19, 1866, approved by the Secretary of the Interior August 10, 1867.*

1st. In fixing a value to the lands in question, you will be governed by the location of the tract and the quality of the soil; timber and water are also elements to be taken into consideration. You are not, however, expected to be influenced by any prospective advantages that may accrue to them in consequence of any future enhancement of their value from contemplated improvements thereon.

2d. The land will be appraised by quarter-sections. If, however, it should happen that one or more of the legal subdivisions of a quarter-section are manifestly of a better quality than the others, or have improvements thereon, you will appraise such quarter-section in forty or eighty acre tracts.

3d. In case of disagreement, a third person will be mutually selected by you to decide the question or questions in regard to which you differ.

You will keep a list of the several grades or qualities of the tracts thus appraised, with your valuation attached to each, and the value of the improvements, if any, to be forwarded with your report to this Office.

The appraisement must make the entire area average not less than \$1.25 per acre, exclusive of improvements.

You will designate in your list such subdivisions as contain mineral, with explanatory remarks as to the condition and value of the same, so far as known.

You will notice that provision is made in the seventeenth article of the treaty for the purchase of lands by settlers, viz:

First. Lands not being mineral upon which there were improvements of the value of \$50, owned and occupied by any person for agricultural purposes at the date of the signing of the treaty.

Second. Such lands as were, at the date of the *ratification* of the treaty, occupied by actual settlers, having the qualifications of pre-emptors under the pre-emption laws of the United States.

A person who personally occupied land at the date of the *signing* of the treaty, upon which there were improvements, which he owned, to the value of \$50, is entitled to purchase at the appraised value, in legal subdivisions, the smallest quantity of land which will include his improvements, not exceeding in the aggregate 160 acres, but he must reside on said land at the date of said purchase.

A person who was an actual settler at the date of the *ratification* of the treaty, who is a qualified pre-emptor, is entitled to the lands so actually settled upon by him at that date, not exceeding 160 acres, which must be paid for at the appraised value.

You will therefore be governed by the following rules in reference to the provision for settlers in this article, viz:

When parties desire to purchase under the first provision referred to—

1st. You will state the value of the improvements on the tract, being particular to designate upon what legal subdivision or subdivisions of the quarter-section such improvements are located, in order that the Department may be able to ascertain from your report the "smallest quantity of land in legal subdivisions" which will include such improvements.

2d. You will take sworn testimony, in writing, and submit the same with your report, with your joint opinion thereon, establishing the fact whether or not the party or parties residing upon the land and owning such improvements, owned and personally occupied the same for agricultural purposes at the date of the signing of the treaty, viz, July 19, 1866.

When the parties desire to purchase the lands under the last provision referred to, viz, where there are qualified pre-emptors, &c., you will be governed in taking testimony by the general pre-emption laws. You will be furnished with a copy of pre-emption instructions, issued by the Commissioner of the General Land-Office to registers and receivers, defining the pre-emption laws of September 4, 1841, August 26, 1842, March 3 1843, and May 8, 1846.

By reference to these instructions and the terms of the treaty, you will note that the testimony taken by you should be explicit upon the following points, viz:

- 1st. Whether the party desiring to purchase under this provision was, at the date of the ratification of the treaty, viz, August 11, 1866, a citizen of the United States, or had filed his declaration of intention to become a citizen.
- 2d. Whether he or she was at that time a head of a family, or a widow, or a single man over the age of twenty-one years.
- 3d. Whether such person was an actual settler upon the land, with such improvements as are defined by the pre-emption laws at the date of the ratification of the treaty.
- 4th. That such person is not the proprietor of 320 acres of land in any State or Territory of the United States.
- 5th. That such person has not quit or abandoned his residence or his own land to reside on the public land in the same State or Territory.
- 6th. That such person has never had the benefit of any right of pre-emption under the pre-emption act of September 4, 1841.
- 7th. That such person has not settled upon said land to sell the same upon speculation, but in good faith to appropriate it to his or her own exclusive use and benefit; and that he or she has not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which he or she might acquire from the Government of the United States should inure, in whole or in part, to the benefit of any person except himself or herself.

The points enumerated under the fourth, sixth, and seventh heads can be established by the affidavit of the claimant, signed and sworn to by him before some officer duly qualified to administer oaths. The other facts as to date of settlement, improvements, &c., will be established by the sworn testimony of disinterested witnesses.

The points above enumerated are those deemed material, and are those to which it is thought proper to call your attention. You will be governed in other particulars by the pre-emption laws, whenever the same are applicable.

You are also instructed to appraise and report the value of improvements, and the value of the land without improvements, of all Cherokees, being heads of families, who resided upon these lands at the date of the ratification of the treaty, viz, August 11, 1866, (taking sworn testimony to establish the fact of their being heads of families and date of residence,) and who desire to remove to the country reserved for the Cherokees, as it is provided in the nineteenth article of the treaty that they shall be paid by the purchasers of the land the value of such improvements.

And you will also, in accordance with the provisions of this article, report the names of such Cherokees, heads of families, who resided upon the land at the date of the ratification of the treaty, who elect to remain, with the description of 320 acres of land occupied by such Cherokee, to include his improvements, for which, in accordance with the provisions of said article, he is entitled to receive a patent in fee-simple from the United States.

In order to establish the fact that parties claiming the benefits of this article are Cherokees, you will require that a certificate be furnished, signed by the chief or assistant chief of the Cherokee Nation, certifying that such parties are recognized as members of said nation.

You will, when proceeding to appraise these lands, give notice, by causing notices to be circulated and posted up, at what time, as nearly as you can, you will appraise the different townships, notifying the settlers to appear and file with you a notice, in writing, stating under which article, the seventeenth or nineteenth, of the treaty, or under which provision of the seventeenth article, they claim the land, and to be prepared at such times with witnesses to furnish the testimony required relative to improvements under the seventeenth and nineteenth articles of the treaty: and you will in every case furnish in your report the post-office address of the parties desiring to purchase and have land patented to them under these articles.

These parties will be informed by you that they will be notified of the action of the Department in reference to settlements, and those held by the Department to be entitled to purchase and have lands patented under the provisions of the treaty will be notified, and where payment is provided for, the amount of money required of them for such lands will be stated, and they will be directed to remit to the Commissioner of Indian Affairs.

In cases of contest under the provisions for settlers of the seventeenth and nineteenth articles, you will give a full and fair opportunity to all parties interested to make proof of their claims; and you will, as directed in cases where there is no contest, send up the testimony, with your joint opinion thereon, with a statement in brief in your schedule of your opinion with reference to accompanying papers.

All witnesses should, previous to examination, have the usual oath administered to them by an officer duly qualified for that purpose. The testimony should then be reduced to writing and read to the witness, be signed by him, and a certificate of this fact be added by such officer.

If either of the persons appointed to make the appraisement are, at the time of making the appraisement, officers duly qualified under the laws of the State of Kansas to administer

oaths to the claimants, such appraiser so qualified is directed to administer the oaths in all cases required under these instructions.

Whenever you have completed the appraisement of a township, you will report the result, and continue in like manner to report by townships until the whole appraisement is completed.

Your reports should be accompanied by schedules, prepared in a concise and tabular form, giving each tract with the valuation, and the value of improvements, if any.

Your conclusions in cases of settlement should be stated briefly, opposite to the tract claimed, designating under what article or provision of the article of the treaty the land or payment for improvements thereon is claimed, with reference by numerals or letters to accompanying papers and testimony. You will designate in some brief manner, in the column of remarks in your schedules, the tracts containing minerals, with reference to a full description of the extent and value of the same given in your report.

It is desirable that the appraisement shall be completed and returns made to this Office at the earliest day practicable. You are therefore expected to proceed at once to the work, and diligently prosecute it to completion.

#### “ARTICLE 17.

“The Cherokee Nation hereby cedes, in trust, to the United States the tract of land in the State of Kansas which was sold to the Cherokees by the United States under the provisions of the second article of the treaty of 1835: and also that strip of the land ceded to the nation by the fourth article of said treaty, which is included in the State of Kansas, and the Cherokees consent that said lands may be included in the limits and jurisdiction of the said State.

“The lands herein ceded shall be surveyed as the public lands of the United States are surveyed, under the direction of the Commissioner of the General Land-Office, and shall be appraised by two disinterested persons, one to be designated by the Cherokee national council and one by the Secretary of the Interior, and, in case of disagreement, by a third person, to be mutually selected by the aforesaid appraisers. The appraisement to be not less than an average of one dollar and a quarter per acre, exclusive of improvements.

“And the Secretary of the Interior shall from time to time, as such surveys and appraisements are approved by him, after due advertisement for sealed bids; sell such lands to the highest bidders for cash in parcels not exceeding 160 acres and at not less than the appraised value: *Provided*, That whenever there are improvements of the value of \$50 made on the lands not being mineral, and owned and personally occupied by any person for agricultural purposes at the date of the signing hereof, such person so owning and in person residing on such improvements shall, after due proof, made under such regulations as the Secretary of the Interior may prescribe, be entitled to buy, at the appraised value, the smallest quantity of land in legal subdivisions which will include his improvements, not exceeding in the aggregate 160 acres; the expenses of survey and appraisement to be paid by the Secretary out of the proceeds of sale of said land: *Provided*, That nothing in this article shall prevent the Secretary of the Interior from selling the whole of said lands not occupied by actual settlers at the date of the ratification of this treaty, not exceeding 160 acres to each person entitled to pre-emption under the pre-emption laws of the United States, in a body, to any responsible party, for cash, for a sum not less than \$1 per acre.”

#### “ARTICLE 19.

“All Cherokees, being heads of families, residing at the date of the ratification of this treaty on any of the lands herein ceded, or authorized to be sold, and desiring to remove to the reserved country, shall be paid by the purchasers of said lands the value of such improvements, to be ascertained and appraised by the commissioners who appraise the lands, subject to the approval of the Secretary of the Interior; and if he shall elect to remain on the land now occupied by him, shall be entitled to receive a patent from the United States in fee-simple for 320 acres of land to include his improvements, and thereupon he and his family shall cease to be members of the nation.”

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
September 25, 1867.

SIR: I have the honor to inclose for your consideration a copy of a letter from Messrs. John T. Cox and Wm. A. Phillips, the commissioners recently appointed to appraise the Cherokee neutral lands under the treaty of 1866, asking instructions in regard to town-sites which have been located upon said lands.

While to my mind it is evident that town-sites upon the Cherokee neutral lands cannot be recognized under the treaty, I deem it proper that the question be submitted for your decision in the premises.

I also inclose a printed copy of the notice given by the commissioners to the settlers upon

said lands, which contains the seventeenth and nineteenth articles of the treaty of 1866, and a synopsis of the rules and regulations prescribed by the Secretary of the Interior so far as they relate to the settlers upon said lands.

Very respectfully,

CHAS. MIX,  
*Acting Commissioner.*

Hon. W. T. OTTO,  
*Acting Secretary of the Interior.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., October 9, 1867.*

SIR: I have received your letter of the 25th ultimo, inclosing for my consideration a communication from Messrs. J. T. Cox and William A. Phillips, the commissioners appointed to appraise the Cherokee neutral lands under the treaty of 1866. They ask for instructions in regard to town-sites which have been located upon said lands.

I concur with you in opinion that "town-sites" upon the Cherokee neutral lands cannot be recognized under the treaty in question, and no necessity exists for a modification of the instructions heretofore given in regard to the appraisal of said lands.

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

O. H. BROWNING, *Secretary.*

Hon. CHAS. E. MIX,  
*Acting Commissioner of Indian Affairs.*

FORT SCOTT, KANS., *October 16, 1867.*

DEAR JUDGE: I want you to do something for me and the public also; and it must be done right away, before you lay down this letter, or it may be too late:

Colonel Phillips and Mr. J. T. Cox have been appointed by the Government to ascertain who of the settlers on the neutral lands are entitled to their claims under the treaty, and also to appraise said lands. They are charging the settlers from \$3 to \$4 in ordinary cases, and contested ones from \$10 to \$15.

Now we want to know if they are not paid by the Government; and, if so, whether they have any right to make these charges. You can find out from the Secretary of the Interior. Please ascertain and write at once.

It may help us materially in the election, and I am deputed by our friends to write you on the subject.

Don't fail to write at once, as the election is close at hand.

In haste, truly your friend,

CHAS. W. BLAIR.

Hon. S. W. JOHNSTON,  
*Washington, D. C.*

251 F STREET, WASHINGTON, D. C., *November 9, 1867.*

SIR: I herewith inclose and call your attention to the letter of General Charles Blair, of Fort Scott, Kans., and request that you will give me the information desired, at your first convenience.

It is proper to add that I have no knowledge of the facts except as stated by General Blair.

Very respectfully,

S. W. JOHNSTON.

Hon. CHAS. E. MIX,  
*Acting Commissioner of Indian Affairs.*

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
*November 12, 1867.*

GENTLEMEN: This Office has received a letter from S. W. Johnston, esq., of this city, dated the 9th instant, inclosing a letter addressed to him by General Chas. W. Blair, dated Fort Scott, Kans., October 16, 1867.

General Blair states in his letter that "Colonel Phillips and Mr. J. T. Cox have been appointed by Government to ascertain who of the settlers on the neutral lands are entitled to their claims under the treaty, and also to appraise said lands. They are charging the settlers from \$3 to \$4 in ordinary cases, and contested ones from \$10 to \$15," and desires to know whether such charges are authorized by this Department. You will report immediately to this Office whether it is true you have charged the settlers any, and, if so, how much money you have thus received, and from whom. If you have charged the settlers in any particular for your services under your appointment as appraisers, you have done so without authority, and your course in this respect is entirely disapproved of by this Department, and you will discontinue such action in future, and refund immediately to the settlers the money so received.



I have also to inform you that this Office, by reference from the honorable Secretary of the Interior, has received a letter from D. S. McIntosh, esq., dated Fort Scott, Kans., November 1, 1867, who states that you have refused to let parties contesting the right of settlement on the lands which you are to appraise, employ a lawyer to manage their case, to file a written brief, or appear before you in any form or manner in their behalf.

You will report to this Office whether this statement is true; and, if true, you are informed that your course in this respect is also disapproved of by this Department, and you will in future give full and ample opportunity to the settlers to appear either in person or by attorney in support of their claims; and you will also afford any parties that have been denied this privilege, opportunity to employ an attorney to appear for them, having a hearing of their respective cases for this purpose.

Your report of township 27, range 22 east, dated the 29th ultimo, is received.

You will continue to report as rapidly as possible, and have the whole completed with the least practicable delay.

Very respectfully, your obedient servant,

CHAS. E. MIX,  
*Acting Commissioner.*

Col. WM. A. PHILLIPS and JOHN T. COX, Esq.,  
*Appraisers, Fort Scott, Kans.*

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
*November 12, 1867.*

SIR: Your letter of the 9th instant, inclosing a letter addressed to you by General C. W. Blair, dated Fort Scott, Kans., the 16th ultimo, was received yesterday. General Blair states in his letter that the appraisers appointed to appraise the Cherokee neutral lands in Kansas, are "charging from \$3 to \$4 in ordinary cases, and contested ones from \$10 to \$15," and desires to know whether they are not paid by the Government; and, if so, whether they have any right to make these charges.

In reply I have to say that the appraisers are paid a regular per diem and expenses by the Government, and that they have no authority to charge the settlers in any manner whatever, or to receive any money from them for their services under their appointment.

They have this day been addressed by this Office on this subject, and have been called upon to report in regard to their action in this particular.

Very respectfully, your obedient servant,

CHAS. E. MIX,  
*Acting Commissioner.*

Hon. S. W. JOHNSTON,  
*No. 251 F street, Washington, D. C.*

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
*November 12, 1867.*

SIR: I have received your letter of the 1st instant, by reference from the honorable Secretary of the Interior, in which you state that the appraisers appointed to appraise the Cherokee neutral lands in Kansas, refuse to let lawyers appear in behalf of the settlers on said lands, in support of their claims.

In reply I have to state that said appraisers have no authority for establishing such a rule, and their course in this respect is disapproved of by this Department and they have this day been so informed.

Very respectfully, your obedient servant,

CHAS. E. MIX,  
*Acting Commissioner.*

D. S. McINTOSH, Esq.,  
*Attorney, &c., Fort Scott, Kans.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., December 4, 1867.*

SIR: I have received, by reference from your Office, the report of John T. Cox, dated the 21st ultimo, in reply to charges preferred by S. W. Johnston and Charles W. Blair, alleging that John T. Cox and Colonel Phillips, commissioners to appraise the Cherokee neutral lands in Kansas, charged settlers in ordinary cases from \$3 to \$4, and in contested cases from \$10 to \$15, and by D. S. McIntosh, charging that the commissioners refuse to let parties contest the right of settlement on the lands which they are to appraise, or to employ a lawyer to appear before them to manage the affairs of parties contesting, &c.

I have carefully examined the report of Mr. Cox, and I think it will be better in all cases for the commissioners to conduct the investigations without the interposition of attorneys. It will be as fair for one party as another and as just such decisions will be reached, I approve of what has been done by the commissioners, as reported by Mr. Cox.

Notarial fees may be charged, but not to exceed those allowed by law. An account

must, however, be kept, and the amount received applied as far as it will go in paying the expenses of the commission. It is an expense made necessary by the intrusion of the settlers, and they, not the Indians, must bear it.

The report of Mr. Cox is herewith returned.

Very respectfully, your obedient servant,

O. H. BROWNING, *Secretary.*

Hon. CHARLES E. MIX,

*Acting Commissioner of Indian Affairs.*

OFFICE OF COMMISSIONERS OF APPRAISAL  
CHEROKEE NEUTRAL LANDS,  
*Cato, Crawford County, Kansas, November 21, 1867.*

SIR: I am this day in receipt of your letter of November 12, by which we are informed that one S. W. Johnston, and a so-called *General* Charles W. Blair, make complaint that the commissioners of appraisal of the Cherokee neutral lands, "Colonel Phillips and Mr. J. T. Cox, are charging settlers in ordinary cases from \$3 to \$4, and in contested cases from \$10 to \$15."

In reply I beg leave to state that the charges laid by the *general* are gross perversions of facts. The commission has never in a single instance charged, nor did they ever propose or intend to charge settlers anything whatever either for making proof or adjudicating in contested cases.

One paragraph of the instructions of the Secretary says, "If either of the persons appointed to make the appraisement are at the time of making the appraisement officers duly authorized to administer oaths under the laws of the State of Kansas, such appraiser so qualified is directed to administer the same in all cases required under these instructions."

Colonel Phillips has been appointed by the governor a notary public under the laws of the State of Kansas, and as such administered such oaths to claimants and witnesses as were necessary to secure their claims or to verify their proofs, charging therefor one-third less than the rates allowed by the laws of the State of Kansas, in a very few instances \$2. But the universal price has been \$1.50, and in contested cases a like proportion of notarial fees, and in no instance has a contestant been charged as high as \$10, and in very few instances as high as \$5.

In the light of these instructions and the provisions of the treaty the commission could not conclude that the proof made by settlers, either as claimants or contestants, should be made at the charge of the Cherokee Nation. Settlers have had the privilege of making proof before other officers had they preferred it, which would undoubtedly be at their own expense.

As before stated, acting in the employ of the Department as commissioner, I have not in any instance charged a settler anything for my services, directly or indirectly, nor do I know or believe that Colonel Phillips has. Unless it should be construed as notary, he had no right to make any charge.

You also speak of receiving a letter from D. S. McIntosh, esq., dated Fort Scott, Kans., November 1, 1867, who states that we have refused to let parties contesting the right of settlement on the lands which we are to appraise, employ a lawyer to manage their case, to file a written brief, or appear before us in any form or manner in their behalf, and we are requested to report to your Office whether such statement is true. I would therefore respectfully report that in no instance has any settler applied to us to allow a lawyer to appear in their behalf in any capacity whatever, nor have they to my knowledge been denied such privilege.

A considerable number of patriotic attorneys, speculators, jobbers, and experienced middle-men have hovered around us at a respectful distance, anxious to render assistance to the poor settler at moderate fees of from \$25 to \$100, or a portion of his home, but finding no countenance from us have left the field. But three attorneys of respectability have spoken to us directly upon the subject, and among them my personal friend, Mr. McIntosh.

I told them that I had no objection to his rendering any assistance which settlers might desire and to file a brief of their case, but we could not take up the time of the commission with attorneys' speeches or long-drawn contests.

I will state in conclusion that we had precipitated upon us by the instigation of attorneys at one time about twenty cases, but as soon as the attorneys withdrew from the field the parties, all but three, compromised their differences among themselves.

Hoping that my report may be satisfactory and my action in the premises meet the approval of the Department, I am your obedient servant,

JOHN T. COX,  
*Commissioner of Appraisal.*

Hon. CHARLES E. MIX,

*Acting Commissioner Indian Affairs.*

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
*January 15, 1868.*

SIR: Your report, dated the 21st of November ultimo, in response to a communication to you from this Office, dated the 12th of that month, directing you to report in reference to cer-

tain charges made against yourself and Mr. Phillips, by General Charles W. Blair and D. G. McIntosh, esq., for misconduct in the discharge of your duties as commissioners to appraise the Cherokee neutral lands, was duly received at this Office, and on the 3d ultimo the same was referred to the Secretary of the Interior for his information.

The inclosed copy of a communication to this Office from the Secretary of the Interior will inform you that he, the Secretary, approves the action of the commissioners, as reported by you.

You will be governed by the decision of the Secretary, contained in said letter, in regard to conducting investigation of all cases of contest by the commissioners themselves, without the interposition of attorneys.

The Secretary of the Interior in his letter authorizes notarial fees to be charged, not to exceed those allowed by law, and in accordance with his directing, an accurate account of the same will be kept by you and your associate commissioners, and the same will be duly reported to this Office.

The amount so received to be applied, as far as it will go, in paying the expenses of the commissioners.

Very respectfully, your obedient servant,

CHAS. E. MIX,  
*Acting Commissioner.*

JOHN T. COX, Esq, *Present.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., January 27, 1868.*

SIR: I have received your letter of the 19th instant, containing the following inquiries viz:

1st. "What is the Department signification of the terms 'being mineral,' and 'heads of families,' as used in the seventeenth and nineteenth articles of the treaty for Cherokee neutral lands?"

2d. "Is it necessary for settlers claiming lands under the provisions of said treaty to show either residence, occupancy, or ownership of their claims or improvements subsequent to the treaty; or do the rights of the settler mature, and fully vest in him at the date of the treaty?"

3d. "If the settler states under oath, as required by the pre-emption law, that he has not bargained, sold, &c., may he not subsequently sell without affecting the title in his assignee?"

4th. "In the fourth, fifth, sixth, and seventh clauses of your instructions in regard to pre-emption, are we to understand them as applying to present time or date of treaty?"

5th. "In ordinary cases of proof of occupancy, is one witness sufficient?"

6th. "Where resident Cherokees elect to remain, and cannot obtain the allotment of 320 acres in one body by reason of the land adjoining his claim or contract being occupied by other claimants, may he not make up the amount due him from other unoccupied lands?"

I reply to these inquiries, in the respective order in which they are named, as follows, viz:

1st. "Mineral lands" embrace all such as contain minerals or coal. The term "head of a family," found in the pre-emption laws, has been interpreted to mean a person having a family who are lawfully dependent upon him or her for support, and the same meaning should be given to the term when it occurs in the treaty.

2d. The original instructions prescribe that the settler owning and residing on his own improvement, at the date of signing the treaty, must reside on the land at the date of his purchase. Persons who occupied a particular tract at the date of the ratification of the treaty, and who are entitled to pre-emption under the pre-emption laws of the United States, must continue to reside on such tract at the time of claiming the benefit of those laws and making the proof thereby required.

3d. If the settler file the required affidavit and proof, and make payment for the tract which he or she has shown a right to pre-empt, the patent therefor will issue to him or her as in ordinary cases under the pre-emption laws. No assignments can be recognized.

4th. The fourth, fifth, sixth, and seventh clauses of the instructions have reference to actual settlers at the date of the ratification of the treaty; but at the time of claiming the preference-right of purchase conferred by the seventeenth article of the treaty, and of making the proof, such settler must show that at such time he or she is not the proprietor or proprietress of 320 acres of land in any State or Territory, &c.

5th. The language of the original instructions is explicit; "by the sworn testimony of disinterested witnesses." One witness, therefore, is not sufficient.

To the sixth and last question, I reply affirmatively.

Very respectfully, your obedient servant,

O. H. BROWNING,  
*Secretary.*

JNO T. COX, Esq.,  
*Appraiser Cherokee Neutral Lands, Washington, D. C.*

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., January 28, 1868.

SIR: I transmit herewith, for your information, a copy of a communication of the 27th instant, addressed to John T. Cox, esq., appraiser of the "Cherokee neutral lands" in Kansas, in response to inquiries contained in a letter to the Department, dated the 19th instant.

Very respectfully, your obedient servant,

O. H. BROWNING,  
Secretary.

Hon. N. G. TAYLOR,  
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
March 31, 1868.

SIR: I have the honor to acknowledge the receipt, by reference from you on the 28th instant, of a letter dated the 23d instant, addressed to Hon. J. W. McClurg, of the House of Representatives, by Hon. Jos. S. Wilson, Commissioner of the General Land-Office, which letter acknowledges the receipt, by reference from Mr. McClurg, of two letters addressed to him respectively by James H. Brown, of Fort Scott, Kans., and William J. Frederick, of Butler, Mo., relative to the Cherokee neutral lands in Kansas, and states that these letters have been referred by the General Land-Office to this Office.

These letters have been received, and, in regard to the said "Cherokee neutral lands," I would respectfully state as follows, viz:

The commissioners appointed for the purpose are now engaged in appraising these lands under the provisions of the seventeenth article of the treaty concluded with the Cherokee Nation of Indians, July 19, 1866, under rules prescribed by the Department, a copy of which rules is herewith inclosed, which rules, together with the treaty articles referred to, which are printed therewith, contain all the information relative to the rights of settlers upon said lands which this Office is able to furnish.

The remainder of these lands, after deducting such of them as settlers may be found entitled to receive under said treaty provisions, has been sold by the honorable Secretary of the Interior to James F. Joy, of Detroit, Mich.

The letter of the General Land-Office to Mr. McClurg is herewith returned, and the letters of Messrs. Brown and Frederick are also herewith inclosed.

Very respectfully, your obedient servant,

N. G. TAYLOR,  
Commissioner.

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

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
April 16, 1868.

SIR: I have the honor to acknowledge the receipt, by reference from you, of a telegram from J. F. Joy, esq., of this date, from New York, inquiring how soon it will be possible to give him the title to the Cherokee neutral lands, and let him make payment, in reference to which you direct an immediate report from this Office.

It is impossible for me to state at this time when it will be possible to give Mr. Joy title to said lands, but the following facts relative to the subject are respectfully submitted for your consideration, viz:

There are in all of these lands 48 townships and fractional townships.

Mr. John T. Cox was notified of his appointment as one of the appraisers to appraise said lands under the provisions of the Cherokee treaty of July 19, 1866, by letter from this Office dated May 28, 1867; and by letters from this Office, dated August 12, 1867, the instructions to govern their action were inclosed to Mr. Cox, and also to Mr. Wm. A. Phillips, the other appraiser. These letters were delivered to Mr. Cox on that date, he being present in this city.

In said letters the appraisers were directed to proceed immediately to execute their duties; and Mr. Cox was verbally directed to telegraph to Colonel Phillips at Salina, Kans., when he reached Lawrence, Kans., and to deliver the communication inclosing his instructions to him when he joined him.

They were directed in their instructions to report the result whenever the appraisement of a township was completed, and to continue in like manner until the whole appraisement was completed.

The report of the appraisement of the first township was received at this Office November 12, 1867. There have been received in all to this date the reports of appraisement of fifteen townships.

Mr. John T. Cox, in letter addressed to this Office, dated Baxter Springs, March 20, 1868,

states as follows, viz: "Our appraisal now exceeds over 600,000 acres; our average proofs by claimants is about twenty per day, and I think will exceed in all twelve hundred."

Mr. Joy's telegram is herewith returned.

Very respectfully, your obedient servant,

N. G. TAYLOR,  
*Commissioner.*

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

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
April 30, 1868.

SIR: I have the honor to inclose herewith a supplemental article to the Cherokee treaty of July 19, 1866, which was concluded on the 27th day of April, 1868, by N. G. Taylor, Commissioner, on the part of the United States, with the delegates representing the Cherokee Nation of Indians, and relates to the Cherokee neutral lands.

The accompanying letters from Hon. J. B. Grinnell, K. Coates, esq., and the Cherokee delegates, explain the object of this supplemental article. I have inclosed this article to you by order of the Commissioner of Indian Affairs, who respectfully recommends, if it meet with your approbation, that you transmit the same to the President, to be by him submitted to the Senate for its constitutional action thereon.

The Commissioner also desired me to state that this article being solely upon the subject of the Cherokee neutral lands, its ratification will not militate against negotiation with said Indians upon other subjects.

Very respectfully, your obedient servant,

CHAS. E. MIX,  
*Acting Commissioner.*

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

HARTFORD, CONN., June 6, 1868.

For value received, the American Emigrant Company, a corporation chartered and existing under the laws of the State of Connecticut, do hereby assign and transfer unto James F. Joy, of the city of Detroit, Mich., all the right, title, claim, or interests which the said American Emigrant Company has in or to a certain contract made and entered into on the 30th day of August, 1866, with James Harlan, Secretary of the Interior, on behalf of the United States, for the sale of Cherokee neutral lands, and do transfer to said James F. Joy the credit and benefit of the \$25,000 which was paid by the Secretary of the Interior in trust for said Indians at the execution of said contract on the 30th day of August, 1866, and to be applied as a portion of the \$75,000 named in article I of the modifications in the supplemental article to a treaty dated April 27, 1868, signed by N. G. Taylor, Commissioner, and others.

In witness whereof the American Emigrant Company has hereto, by the hand of George M. Bartholomew, president of said company, thereto duly authorized, duly affixed its name and seal the date and year first above written.

THE AMERICAN EMIGRANT COMPANY,  
By GEORGE BARTHOLOMEW, *President.*

Witness:  
J. B. GRINNELL.

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

In accordance with the supplemental article to a treaty concluded at Washington City July 19, A. D. 1866, ratified, with amendments, July 27, A. D. 1866, amendments accepted July 31, 1866, and the whole proclaimed August 11, 1866, between the United States and the Cherokee Nation of Indians, and which supplemental article was ratified by the Senate of the United States June 6, 1868, and to comply therewith—

This will certify that I hereby do relinquish the contract made by yourself as Secretary of the Interior with me, bearing date the 9th day of October, A. D. 1867, for the sale to me of the Cherokee neutral lands for \$1 per acre, cash, and all benefit and right thereunder secured to me by said contract, and hereby cancel the same.

In witness whereof I have hereto set my signature this the 8th day of June, A. D. 1868, at Washington.

JAMES F. JOY.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
June 16, 1868.

SIR: I have the honor to acknowledge the receipt, by reference from you of a letter dated the 12th instant, from Hon. W. Hunter, Acting Secretary of State, who requests that you will please to name the State or Territory in which it will be proper, in your judgment, to

publish the supplemental article, concluded April 27, 1868, to the treaty of July 19, 1866, between the United States and the Cherokee Nation of Indians, upon which you direct a report from this Office.

In reference to the publication of said supplemental article, I respectfully suggest that it would be sufficient to publish the same in one newspaper in the State of Kansas, and that one of the newspapers published at Lawrence, in said State, would be the proper one to select for the purpose.

The letter of Acting Secretary Hunter is herewith returned.

Very respectfully, your obedient servant,

C. E. MIX,  
*Acting Commissioner.*

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

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
*October 9, 1868.*

SIR: I have the honor to acknowledge the receipt, by reference from you, of a letter from R. R. Custard, esq., relative to his claim to a tract of land situated within the Cherokee neutral lands, upon which you direct information from this Office; also as to whether the appraisers of said lands have completed their work and made their report.

On receipt of the letter in question this Office addressed a communication to Messrs. Cox and Phillips, calling their immediate attention to the subject, to which they responded under date of the 8th instant, a copy of their letter being herewith inclosed.

As soon as practicable after the report of the commissioners shall have been received the subject of Mr. Custard's letter will receive attention.

Very respectfully, your obedient servant,

C. E. MIX,  
*Acting Commissioner.*

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

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., October 10, 1868.*

SIR: You will cause patents to be prepared to James F. Joy for 100,000 acres of the Cherokee neutral lands, beginning on the eastern line of the tract at the boundary-line between Crawford and Cherokee Counties, and extending west across the entire tract in such manner as, omitting all lands claimed by settlers, to include, as near as may be, one-half of said 100,000 acres in each of said counties.

Let each patent embrace as large a body of land as, after omitting settlers' claims, will admit of in one description, as, township, section, &c.

It is important that the business herein referred to be concluded with all practicable dispatch.

Very respectfully, your obedient servant,

O. H. BROWNING,  
*Secretary.*

The ACTING COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., October 12, 1868.*

SIR: In respect to the patents for Cherokee neutral lands to James F. Joy, I have to modify my direction of the 10th instant in such manner that you will cause the patents to be issued for all the lands in township 31, and in the two south tier of sections of township 30, and in the north tier of sections in township 32, extending entirely across the territory from east to west, with the exception of such tracts as are claimed by settlers under the treaty. This, after deducting the lands subject to settlers' claims, will make about 105,000 acres.

You will please forward the execution of the business herein referred to with all practicable dispatch.

Very respectfully, your obedient servant,

O. H. BROWNING,  
*Secretary.*

The ACTING COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
*October 13, 1868.*

SIR: In compliance with the directions contained in your letter of the 12th instant, I hav

the honor to inclose herewith a list of 108,169.70 acres lands, being portions of the Cherokee neutral lands, to be patented to James F. Joy, esq., under his contract for said lands, pursuant to the 7th article of the treaty of July 19, 1866, with the Cherokee Nation of Indians, as modified by the treaty concluded April 27, 1868.

Very respectfully, your obedient servant,

C. F. MIX,  
*Acting Commissioner.*

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

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
October 17, 1868.

SIR: I have the honor to return corrected the list of Cherokee neutral lands, reported from this Office for patent to James F. Joy, on the 14th instant, with the letter from the General Land-Office of the 16th instant noting errors therein.

1st. Lots 3 and 4, section 35, township 31, range 21, were described according to the plats in this Office. On comparing the plats with those in the Land-Office, I find that the numbering of the fractions is noted thereon as lots 5 and 6, but on informal inquiry I learn that the General Land-Office has changed the numbering of the lots upon the plat from the original numbers, of which change this Office had no notice: hence the discrepancy between the description in question in the list, and the plat in the General Land-Office.

The same remarks also apply to objections 4 and 5 in the letter from the General Land-Office.

2d. The north half of the northeast quarter, section 35, township 31, range 21, should be range 22.

3d. The west half of the southwest quarter, section 19, township 31, range 22, should be south half of the southwest quarter, same section.

The general remark of the General Land-Office in regard to fractional descriptions I have considered, and have noted the fractions on the list, and have changed the numbering of the lots referred to, so as to conform to the directions indicated in the letter from the General Land-Office.

I have also corrected the two errors in the list above stated.

Very respectfully, your obedient servant,

C. E. MIX,  
*Acting Commissioner.*

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

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
October 19, 1868.

SIR: Referring to Office letter to you of the 17th instant correcting errors in the list of Cherokee neutral lands to be patented to James F. Joy, esq., I find, upon further examination of the lists and the plats, that the description upon said list as the "N.  $\frac{1}{2}$  N. E.  $\frac{1}{2}$ , sec. 35, T., R. 22," should be the N.  $\frac{1}{2}$  N. E.  $\frac{1}{2}$ , sec. 36, T. 31, R. 22.

Very respectfully, your obedient servant,

N. G. TAYLOR, *Commissioner.*

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

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
October 20, 1868.

SIR: By reference from your Department of the 17th instant, I am in the receipt of a communication of that date from Messrs. Phillips and Cox, commissioners to appraise the lands known as the "neutral lands" ceded in trust by the Cherokee Nation of Indians as per the 17th article of the treaty with said nation of July 19, 1866, (Stats. at Large, vol. 14, pp. 804-5.)

The commissioners' letter has reference to certain fees charged and received by them for administering oaths in prosecution of the business of their commission, and which they apprehend may be an impediment to the settlement of their accounts.

Upon examination of the matter I find that the fees referred to were charged by Messrs. Phillips and Cox, by virtue of authority granted them by the State of Kansas as notaries public; and am therefore of the opinion that in the settlement of their accounts as commissioners under the appointment of your Department, no stoppage or deduction should be made by reason of the fees thus charged.

The letter of Messrs. Phillips and Cox, above referred to, is herewith returned.

Very respectfully, &c.,

N. G. TAYLOR, *Commissioner.*

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

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
November 17, 1868.

SIR: The commissioners appointed to appraise the Cherokee neutral lands in Kansas, under the provisions of treaty concluded with the Cherokee Nation of Indians, July 19, 1866, submitted their report to this Office on the 31st ultimo.

In compliance with the instructions issued to said commissioners approved by the Secretary of the Interior, August 10, 1867, (copy herewith inclosed,) they have taken sworn testimony in writing, relative to the claims of settlers on said lands under the provisions of the seventeenth and nineteenth articles of said treaty, and have submitted this testimony with their final report. The number of settlers who have furnished testimony in support of their claims under said treaty, is between eleven and twelve hundred. The land embraced by their claims amounts to 159,415.03 acres.

By reference to the treaty and instructions you will notice that there are two classes of settlers who are entitled to purchase lands under the provisions of the seventeenth article, and that by the provisions of the nineteenth article certain Cherokee Indians are entitled to pay for improvements or receive patents for land; and that the commissioners were directed to require testimony upon several different points in each class of cases; in many instances there were contests so that the testimony submitted forms a very extensive mass.

Said seventeenth article provides for the approval of the survey and appraisement by the Secretary of the Interior. It is submitted whether the decision of the commissioners relative to the white and Indian settlers on said lands will be accepted by you as final in approving the appraisement, or whether you desire to have the testimony in each case critically examined. If you desire to have such examination made, the labor involved will be so great that the force of this Office will be inadequate to perform it, and at the same time attend to the current business. Its completion would at least be necessarily attended with great delay.

In compliance with the directions contained in your letter of the 12th ultimo, this Office on the 13th ultimo submitted to you a list embracing descriptions of 108,169.70 acres of these lands to be patented to James F. Joy, esq., pursuant to the provisions of said treaty of July 19, 1866, and supplemental article to the same, concluded April 27, 1868; the lands claimed by settlers within the limits of the portions of townships embraced by this list having been excepted as directed by you.

It is very desirable that final action upon the appraisement should be concluded at as early a day as possible, and the claims of settlers and the residue to which Mr. Joy is entitled be determined in order that the money in payment for the lands may be received and invested for the Indians.

It is provided in said seventeenth article of the treaty of 1866, that the expenses of survey and appraisement shall be paid by the Secretary out of the proceeds of sale of such land; it is therefore respectfully suggested in case you desire an examination of the testimony of the claimants, whether it would not be well to employ some competent person to make such examination, and to prepare the whole appraisement for the approval of the Secretary; and whether the services of such person cannot be properly paid for from the proceeds of sales of land.

You will please to communicate your decision to this Office.

Very respectfully, your obedient servant,

N. G. TAYLOR, *Commissioner.*

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

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., November 19, 1868.

SIR: I have received your letter of the 17th instant, informing me that the commissioners appointed to appraise the Cherokee neutral lands in Kansas, under the provisions of the treaty concluded on the 19th day of July, 1866, with the Cherokee Nation of Indians, submitted their final report to your Office on the 31st ultimo.

I concur in your opinion that it is very desirable that final action upon the appraisement should be concluded at as early a day as practicable, and that the claims of settlers, and the quantity of land to which Mr. Joy is entitled, should be determined, in order that the purchase-money of the lands may be received and invested for the benefit of the Indians.

With a view to the early accomplishment of this object, you will transmit to Mr. Joy a copy of your and of this letter, and inform him that the report of the commissioners will remain in your Office, subject to his inspection, until the 25th proximo, to enable him to file objections to the claims of settlers entitled to purchase under the seventeenth article of the treaty, or of the persons entitled to pay for improvements or patents under the nineteenth article.

Should no objections be filed on or before that date, the validity of the claims will be recognized as against Mr. Joy, and the lands covered by them omitted from the patent to which he is entitled.

Very respectfully, your obedient servant,

O. H. BROWNING, *Secretary.*

Hon. N. G. TAYLOR,  
*Commissioner of Indian Affairs.*



The Commissioner of Indian Affairs will permit Mr. Bushnell, on behalf of Mr. James F. Joy, to examine the report of the appraisement of the Cherokee neutral lands.

O. H. BROWNING.

DECEMBER 21, 1868.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., December 26, 1868.

SIR: I return herewith the affidavits of certain persons claiming the right to purchase the lands therein designated under the provisions of the treaty, seventeenth article, with the Cherokees, of 19th July, 1866, which papers were sent up to the Department on the 24th instant from the Indian Bureau.

The lands described in said affidavits are embraced in a schedule transmitted to the Department by Mr. James F. Joy, through his agent, Mr. Bushnell, who has filed objections to the claims of the parties-claimant, and requests a patent for the lands under the treaty and his contract of June 8, 1868. Said persons are not entitled to purchase the lands in question, as they do not appear to have been residing thereon at the date of the signing or the ratification of the treaty, and their claims are rejected.

I have, therefore, this day transmitted to the Commissioner of the General Land-Office a schedule of the lands, with instructions to cause a patent therefor to be issued to James F. Joy, and furnished to the Department for delivery to him or his agent.

Very respectfully, your obedient servant,

O. H. BROWNING,  
Secretary.

Hon. N. G. TAYLOR,  
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., December 28, 1868.

SIR: I acknowledge, by reference from your Office of this date, certain objections presented by James F. Joy, esq., by his attorney, Mr. Bushnell, to claims of persons claiming, under the seventeenth article of the treaty of the Cherokees of July 19, 1866, so many of the Cherokee neutral lands as are described in the special report of the Commissioner under date of 23d October, 1868.

The exceptions filed to the inclosed schedules of lands are allowed, and the tracts therein described will be patented to Mr. Joy upon his compliance with the conditions of his contract dated June 8, 1868, for the purchase of the Cherokee neutral lands.

In respect to all the other lands claimed by actual settlers and reported upon by the appraisers, you are instructed to give immediate notice to the claimants to come forward, make payment of the appraised value of the lands awarded them, and receive patents therefor.

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

O. H. BROWNING,  
Secretary.

Hon. N. G. TAYLOR,  
Commissioner Indian Affairs.

WASHINGTON, D. C., December 23, 1868.

SIR: I have received your letter of the 23d ultimo, inclosing a copy of the letter of the Secretary of the Interior, dated the 19th of the same month, by which I am informed that the report of the commissioners appointed to appraise the Cherokee neutral lands in Kansas will remain in your office subject to my inspection until the 25th instant, to enable me to file objections to the claims of settlers entitled to purchase under the seventeenth article of the treaty, or of persons entitled to pay for improvements or patents under the eighteenth article, and that, should no objections be filed on or before that day, the validity of the claims will be recognized as against me, and the lands covered by them omitted from the patent to which I am entitled.

In pursuance of this direction of the Secretary of the Interior and notice, I avail myself of this occasion to present my objections to the claims of the persons claiming, under the seventeenth article of the treaty, so many of the Cherokee neutral lands as are described in the special report of the commissioners made to you under date of October 23, 1868, a copy of which, for convenient reference, is hereto annexed, and such other lands as are described in a paper also hereto annexed, marked "A."

By the seventeenth article of the treaty two classes of persons are entitled to purchase lands, not exceeding 160 acres each, at their appraised value: 1st, those persons who own improvements made on the lands not being mineral, of the value of \$50, and in person resided thereon for agricultural purposes at the date of the signing of the treaty; and 2d, those who being actual settlers on the lands at the date of the ratification of the treaty were entitled to pre-emption under the pre-emption laws of the United States.

The land described in the annexed copy of the commissioners' report under the head of cases No. 98, 361, 371, 372, 379, and 379½, are claimed as belonging to the first class;

H. Mis. 167—16

all the other lands described in that report, and in paper marked "A," as belonging to the second class. None of these lands, however, are claimed by the owner and personal possessor of the improvements at the date of the signing of the treaty, or by actual settlers entitled to pre-emption at the date of its ratification; but all of them, without exception, are claimed by their assignees by virtue of assignment made to them by these original parties subsequent to these respective dates; for this reason I object to all of these claims.

That the character of these claims is as above represented, appears from the proofs made by the claimants to the appraisement commissioners, and returned by them with their report. There is no other proof than that made by the claimants, and the facts are not disputed.

As to the \$50 claimants: The first proviso to the seventeenth article seems to expressly limit the right of purchase to those who owned, and, in person, resided on their improvements at the date of the signing of the treaty; not only is no such right expressly given to their assignees, but the language of article appears to have been carefully framed to exclude the idea that any such right exists or was intended to be given.

As to the pre-emption claimants: While no person can with strict accuracy of expression claim to be entitled to a pre-emption on Indian lands under any law of the United States existing at the time of the treaty or since, it is not doubted that the second proviso to the seventeenth article was designed to secure to the then actual settlers to same, prior right of purchase, as under the pre-emption laws belonged to actual settlers on the public domain; that proviso created a new class of pre-emptors with rights defined and to be measured by existing laws thus by the treaty made applicable to these lands. It would seem, therefore, that the principles of the pre-emption laws, the qualification of the pre-emptors, and the rules and regulations under which pre-emption rights are determined, and the laws executed, should as fully apply to the lands embraced in the treaty as to the public lands. No settler upon the public lands, however, can assign his pre-emptive claim, or in any way confer his right upon another; not only is this not permitted, it is absolutely prohibited as being in violation of the spirit and object of those laws which were designed to secure homesteads and homes to actual, *bona-fide* settlers, not to induce squatter settlements for the purpose of speculation. Doubtless for a like reason was this pre-emptive right conferred by the treaty; and a corresponding application of these laws would seem to require that the actual settler at the date of its ratification should be held to be the only person entitled to purchase; that his residence on the land should be a continuous one, and that he should remain an actual settler at the time of his purchase. I claim, therefore, that an assignee cannot be recognized under the treaty, and that these claims made by assignees are invalid.

As, perhaps, not inappropriate, I beg leave to refer to the printed instructions issued by the Secretary of the Interior to the appraisement commissioners, dated August 10, 1867, and also to the manuscript instructions addressed to one of the commissioners under date of January 27, 1868, as indicating that the question as to the rights of assignees has already been before the Secretary for consideration in connection with the treaty, and reserved in respect to both class of cases, a solution seemingly in accord with the foregoing suggestions.

Very respectfully,

JAMES F. JOY,  
Per N. BUSHNELL, *Agent*.

Hon. N. G. TAYLOR,  
*Commissioner of Indian Affairs.*

WASHINGTON, October 23, 1868

SIR: We herewith transmit list of certain cases, and call attention to their condition.

Under our understanding of the first instructions and treaty, we permitted parties occupying lands that had been occupied and improved by actual settlers, having the rights of pre-emptors at that date, to file the evidence to prove that it was so occupied, and that they had subsequently become the assignees of the parties or owners of their rights; these cases, or those reported by us, were chiefly made under the second or pre-emption clause of the treaty, or its amendment. In these cases the improvements at the date of the treaty were of considerable value.

Under modified instructions, addressed to one of the commissioners, received in the field, December 23, 1867, the commissioners ceased to permit any other such applicants to make proof.

Of the cases taken prior to that date, part stand affirmed by both commissioners where the report had been made up and sent off.

Part of those taken before receipt of letter, the reports being made up subsequently, stand "affirmed" by one of the commissioners, and "not affirmed, under instructions," by the other; your commissioners acting under their separate views of what was designed by your instructions and the treaty.

Very respectfully, your obedient servants,

J. G. COX,  
WM. L. PHILLIPS,  
*Commissioners.*

Hon. N. G. TAYLOR,  
*Commissioner of Indian Affairs.*

| Name of purchaser. | Name of settler.  | No. of case. | Subdivision.                    | Section. | Township. | Range. | Area in acres. | Value.     |
|--------------------|-------------------|--------------|---------------------------------|----------|-----------|--------|----------------|------------|
| John D. Daly       | Geo. McKenny      | 21           | N. E. 1/4                       | 15       | 27        | 23     | 160.00         | \$240 00   |
| Memoah Walker      | Alva Huddleston   | 35           | S. E. 1/4                       | 12       | 27        | 24     | 160.00         | 400 00     |
| Josiah Davis       | John Scribner     | 49           | S. E. 1/4                       | 15       | 27        | 23     | 160.00         | 320 00     |
| John W. Wolverton  | Wm. Peer          | 64           | W. 1/2 N. E. 1/4                | 31       | 26        | 24     | 80.00          | 140 00     |
|                    |                   |              | E. 1/2 N. W. 1/4                | 31       | 26        | 24     | 80.00          | 120 00     |
|                    |                   |              | N. W. 1/4 of N. W. 1/4          | 26       | 27        | 25     | 40.00          | 80 00      |
| Thos. J. Willard   | Y. M. Hodgerson   | 83           | W. 1/2 & N. E. 1/4 of N. E. 1/4 | 27       | 27        | 25 1/2 | 20.00          | 210 00     |
|                    |                   |              | S. E. 1/4                       | 32       | 27        | 25     | 160.00         | 280 00     |
| Jeremiah Comstock  | James Saddler     | 98           | S. E. frl. 1/4                  | 1        | 27        | 25     | 68.60          | 137 20     |
| Israel Heaton      | Jonas King        | 106          | N. E. 1/4                       | 35       | 26        | 22     | 160.00         | 320 00     |
| R. W. Anderson     | W. F. Murray      | 112          | S. E. 1/4                       | 1        | 28        | 24     | 160.00         | 280 00     |
| Wm. Roberts        | P. M. Smirk       | 115          | N. E. frl. 1/4                  | 36       | 26        | 25     | 68.84          | 137 68     |
| E. F. Huffman      | Robt. Dugan       | 117          | N. W. frl. 1/4                  | 2        | 27        | 25     | 158.59         | 317 78     |
| A. J. Tannehill    | Stevens Mitchell  | 120          | N. E. 1/4                       | 18       | 27        | 25     | 160.00         | 320 00     |
| James Stroud       | Peter Feele       | 146          | N. 1/2 & S. W. 1/2 of S. W. 1/4 | 11       | 28        | 25     | 120.00         | 240 00     |
| J. F. Davis        | Isam Robey        | 147          | N. W. 1/4 of S. E. 1/4          | 11       | 28        | 25     | 40.00          | 80 00      |
|                    |                   |              | S. E. 1/4                       | 7        | 27        | 25     | 160.00         | 320 00     |
| F. D. Stroud       | David Snow        | 148          | N. E. frl. 1/4                  | 3        | 27        | 25     | 159.34         | 318 68     |
| Grandison Humble   | J. A. Sheridan    | 153          | S. W. 1/4                       | 2        | 27        | 25     | 160.00         | 320 00     |
| Geo. J. Emrick     | Wm. F. Benson     | 162          | W. 1/2 & N. E. 1/4 of N. E. 1/4 | 14       | 27        | 25     | 120.00         | 300 00     |
| Wm. F. Benson      | Joseph Brown      | 164          | N. W. frl. 1/4                  | 3        | 27        | 25     | 159.58         | 319 16     |
| J. S. Emrick       | J. W. Coffern     | 166          | S. E. 1/4                       | 27       | 28        | 25     | 160.00         | 400 00     |
| John Lash          | P. H. McCullough  | 195          | E. 1/2 S. W. 1/4                | 27       | 26        | 25     | 80.00          | 160 00     |
| James R. Greening  | Wm. A. Wallace    | 206          | N. 1/2 S. E. 1/4                | 27       | 26        | 25     | 80.00          | 160 00     |
|                    |                   |              | S. E. 1/4                       | 15       | 28        | 25     | 160.00         | 320 00     |
| C. Ingersol        | Wm. Hammon        | 213          | W. 1/2 S. E. 1/4                | 35       | 27        | 25     | 80.00          | 160 00     |
| Ashel Strawn       | Frank Sholtz      | 221          | E. 1/2 S. W. 1/4                | 35       | 27        | 25     | 80.00          | 160 00     |
|                    |                   |              | N. E. 1/4                       | 10       | 27        | 25     | 160.00         | 320 00     |
| J. G. Parker       | A. N. Grover      | 224          | S. E. 1/4                       | 18       | 27        | 25     | 160.00         | 400 00     |
| G. W. Mason        | Thos. Hoskins     | 246          | S. E. 1/4                       | 6        | 28        | 24     | 160.00         | 280 00     |
| H. Robinson        | Danl. Wiseman     | 247          | N. W. 1/2 & frl. N.             | 28       | 26        | 25     | 161.91         | 323 82     |
| John W. Ray        | N. Bohanon        | 247 1/2      | S. 1/2 of N. E. 1/4             | 14       | 28        | 24     | 80.00          | 140 00     |
| Michael Marks      | John Dalton       | 248          | N. 1/2 of N. W. 1/4             | 13       | 28        | 24     | 80.00          | 140 00     |
|                    |                   |              | S. 1/2 of S. E. 1/4             | 23       | 28        | 25     | 80.00          | 160 00     |
| Irena Simpson      | Saml. A. Sharp    | 258          | S. 1/2 of S. W. 1/4             | 23       | 28        | 25     | 80.00          | 200 00     |
|                    |                   |              | N. W. 1/4                       | 34       | 27        | 25     | 160.00         | 280 00     |
| Wm. Cunningham     | A. J. Moulton     | 259          | N. E. 1/4                       | 5        | 28        | 25     | 160.27         | 320 54     |
| Wm. H. Armsworthy  | J. F. Gather      | 273          | N. W. frl. 1/4                  | 4        | 28        | 25     | 160.43         | 320 86     |
| Isaac Buchanan     | Henry Gather      | 275          | N. W. 1/4                       | 15       | 28        | 24     | 160.00         | 280 00     |
| Andrew Creits      | J. S. Frogue      | 277          | N. 1/2 of N. E. frl. 1/4        | 3        | 28        | 25     | 80.67          | 161 34     |
| Frank Sholts       | H. Stufflebeam    | 287          | N. 1/2 of N. W. frl. 1/4        | 2        | 28        | 25     | 80.71          | 161 42     |
|                    |                   |              | S. E. frl. 1/4                  | 13       | 27        | 25     | 69.07          | 172 61 1/2 |
| Wm. Gierende       | Preston Bamet     | 296          | N. E. 1/4 of S. W. 1/4          | 13       | 27        | 25     | 40.00          | 100 00     |
|                    |                   |              | N. W. 1/4                       | 13       | 27        | 24     | 160.00         | 280 00     |
| Josiah Burris      | N. Robinson       | 304          | S. E. 1/4                       | 1        | 27        | 24     | 160.00         | 280 00     |
| Wm. F. Miller      | J. W. Jett        | 309          | S. W. 1/4                       | 3        | 28        | 25     | 160.00         | 320 00     |
| F. Cunningham      | H. Pierson        | 311          | N. E. 1/4                       | 9        | 28        | 25     | 160.00         | 320 00     |
| A. M. Eggleton     | W. Pierson        | 312          | S. E. 1/4                       | 4        | 28        | 25     | 160.00         | 320 00     |
| T. B. Moulton      | B. Pierson        | 313          | N. W. 1/4                       | 24       | 28        | 25     | 160.00         | 320 00     |
| H. Chandler        | M. Wooster        | 323          | N. W. 1/4                       | 12       | 28        | 25     | 160.00         | 320 00     |
| James Brooks       | Jesse Fumer       | 327          | N. E. 1/4                       | 7        | 31        | 23     | 160.00         | \$320 00   |
| M. H. Bellamy      | James Manlove     | 494          | N. 1/2 & S. W. 1/4 of N. E. 1/4 | 5        | 29        | 23     | 120.23         | 210 46 1/2 |
| G. Frederick       | Henry Marey       | 495          | N. E. 1/2 N. W. frl. 1/4        | 5        | 29        | 23     | 40.13          | 60 19 1/2  |
|                    |                   |              | S. E. 1/4                       | 24       | 31        | 22     | 160.00         | 240 00     |
| James Merrick      | Caleb Hipsley     | 497          | N. 1/2 S. W. 1/4                | 22       | 23        | 22     | 80.00          | 160 00     |
| D. Thonhaff        | G. F. Fisher      | 498          | S. 1/2 N. W. 1/4                | 22       | 23        | 22     | 80.00          | 160 00     |
|                    |                   |              | W. 1/2 S. W. 1/4                | 27       | 30        | 25     | 80.00          | 160 00     |
| Philip Henson      | William Medlin    | 519          | E. 1/2 S. E. 1/4                | 28       | 30        | 25     | 80.00          | 160 00     |
|                    |                   |              | S. 1/2 S. E. frl. 1/4           | 35       | 28        | 21     | 47.32          | 92 81      |
| R. Logan           | James Raycraft    | 524          | N. E. frl. 1/4                  | 2        | 29        | 21     | 94.05          | 189 30     |
|                    |                   |              | S. E. frl. 1/4                  | 23       | 28        | 21     | 95.14          | 166 49 1/2 |
| B. F. McBride      | G. W. Lowry       | 525          | N. W. frl. 1/4                  | 5        | 30        | 23     | 160.37         | 320 74     |
| James B. Smith     | F. F. Pierce      | 533          | N. E. 1/4                       | 24       | 31        | 22     | 160.00         | 240 00     |
| John W. Marshall   | George M. Cassady | 555          | S. 1/2 of S. E. 1/4             | 17       | 28        | 22     | 80.00          | 160 00     |
| Cary Combs         | James Berry       | 560          | N. 1/2 of N. E. 1/4             | 20       | 28        | 22     | 80.00          | 160 00     |
|                    |                   |              | N. E. frl. 1/4                  | 1        | 29        | 21     | 160.00         | 240 13 1/2 |
| B. F. Wallace      | Jacob Fiscus      | 563          | S. 1/2 S. W. 1/4                | 14       | 28        | 22     | 80.00          | 140 00     |
| D. A. Harris       | Thomas Anglon     | 574          | E. 1/2 N. W. 1/4                | 14       | 28        | 22     | 80.00          | 120 00     |
|                    |                   |              | S. 1/2 N. W. 1/4                | 28       | 28        | 22     | 80.00          | 200 00     |
| Henry Hess         | Jos. Woodward     | 579          | S. 1/2 N. E. 1/4                | 28       | 28        | 22     | 40.00          | 70 00      |
|                    |                   |              | S. E. 1/2 S. W. 1/4             | 21       | 28        | 22     | 40.00          | 80 00      |
|                    |                   |              | N. W. 1/4                       | 20       | 29        | 24     | 160.00         | 320 00     |
| C. H. Coyle        | Willis Banks      | 582          | S. W. frl. 1/4                  | 6        | 31        | 23     | 148.24         | 259 42     |
| William Shannon    | J. Winkleman      | 585          | S. W. 1/4                       | 1        | 29        | 25     | 160.00         | 280 00     |
| A. M. Brown        | Florence Keith    | 586          | N. 1/2 N. E. 1/4                | 36       | 30        | 22     | 80.00          | 160 00     |
| William Cook       | S. W. Gyle        | 423          | N. 1/2 N. W. 1/4                | 36       | 30        | 22     | 80.00          | 140 00     |
|                    |                   |              | S. E. 1/4                       | 35       | 30        | 22     | 160.00         | 280 00     |
| William R. Cramer  | Hiram Foltz       | 424          | N. 1/2 S. W. 1/4                | 36       | 30        | 22     | 80.00          | 160 00     |
| H. Stephens        | H. Pyle           | 425          | W. 1/2 S. E. 1/4                | 36       | 30        | 22     | 80.00          | 160 00     |

| Name of purchaser.    | Name of settler.       | No. of case.      | Subdivision.  | Section. | Township. | Range. | Area in acres. | Value.               |
|-----------------------|------------------------|-------------------|---|----------|-----------|--------|----------------|----------------------|
| Irving Hilling .....  | J. Parrish .....       | 432               | E. $\frac{1}{2}$ N. W. $\frac{1}{2}$ .....                            | 7        | 30        | 22     | 80.00          | 160 00               |
| J. S. Shaw .....      | John Wood .....        | 433               | W. $\frac{1}{2}$ N. E. $\frac{1}{2}$ .....                            | 7        | 30        | 25     | 80.00          | 160 00               |
| C. P. Moince .....    | A. Dawer .....         | 442               | N. W. $\frac{1}{2}$ .....   | 24       | 28        | 21     | 160.00         | 240 00               |
| R. C. May .....       | Isaac Parker .....     | 448               | S. $\frac{1}{2}$ S. E. $\frac{1}{2}$ .....                            | 28       | 30        | 23     | 80.00          | 160 00               |
| S. D. Lane .....      | M. Medlin .....        | 449               | N. $\frac{1}{2}$ N. E. $\frac{1}{2}$ .....                            | 33       | 30        | 23     | 80.00          | 160 00               |
| J. Evans .....        | F. Cabeen .....        | 453               | S. E. $\frac{1}{2}$ .....   | 18       | 31        | 23     | 160.00         | 240 00               |
| William Mock .....    | Atlas Hall .....       | 458               | S. E. $\frac{1}{2}$ .....   | 33       | 30        | 25     | 160.00         | 320 00               |
| J. D. Cargill .....   | G. T. Penvell .....    | 460               | N. W. $\frac{1}{2}$ .....   | 14       | 31        | 22     | 160.00         | 280 00               |
| R. H. Miller .....    | O. Oveman .....        | 463               | N. W. $\frac{1}{2}$ .....   | 8        | 31        | 23     | 160.00         | 320 00               |
| E. P. Wiley .....     | R. L. Dark .....       | 474               | E. $\frac{1}{2}$ S. W. $\frac{1}{2}$ .....                            | 9        | 31        | 23     | 80.00          | 160 00               |
| S. W. Pyle .....      | W. G. Sinclair .....   | 471               | W. $\frac{1}{2}$ S. E. $\frac{1}{2}$ .....                            | 9        | 31        | 23     | 80.00          | 140 00               |
| A. Huddleton .....    | G. W. De Hart .....    | 478               | S. $\frac{1}{2}$ N. E. $\frac{1}{2}$ .....                            | 36       | 30        | 22     | 80.00          | 160 00               |
| J. N. Shahan .....    | C. B. Smith .....      | 480               | S. $\frac{1}{2}$ N. W. $\frac{1}{2}$ .....                            | 36       | 30        | 22     | 80.00          | 140 00               |
| T. G. Dunstan .....   | N. Brown .....         | 482               | S. $\frac{1}{2}$ N. fol. $\frac{1}{2}$ .....                          | 6        | 31        | 23     | 145.35         | 256 11 $\frac{1}{2}$ |
| John Bailey .....     | Jonathan Cox .....     | 491               | N. E. $\frac{1}{2}$ .....   | 15       | 31        | 22     | 160.00         | 280 00               |
| A. J. Fanner .....    | G. W. Routh .....      | 328               | N. E. $\frac{1}{2}$ frl. $\frac{1}{2}$ .....                          | 3        | 31        | 22     | 156.89         | 274 55 $\frac{1}{2}$ |
| E. H. Ratekin .....   | James Clovis .....     | 334               | S. E. $\frac{1}{2}$ .....   | 1        | 31        | 22     | 160.00         | 320 00               |
| Theodore Thomas ..... | John Oliver .....      | 342               | S. E. $\frac{1}{2}$ S. E. $\frac{1}{2}$ .....                         | 18       | 30        | 23     | 40.00          | 80.00                |
| C. Hinckley .....     | James Jones .....      | 343               | S. $\frac{1}{2}$ and N. W. $\frac{1}{2}$ of S. W. $\frac{1}{2}$ ..... | 18       | 30        | 23     | 120.00         | 240.00               |
| F. Eckhardt .....     | Peter Ryerson .....    | 347               | S. W. $\frac{1}{2}$ of N. W. $\frac{1}{2}$ .....                      | 31       | 27        | 25     | 39.62          | \$79 34              |
| D. Armsworthy .....   | Jerry Gaither .....    | 357               | S. E. $\frac{1}{2}$ of N. W. $\frac{1}{2}$ .....                      | 31       | 27        | 25     | 40.00          | 80 00                |
| A. M. Bratton .....   | Henry C. Martin .....  | 361               | W. $\frac{1}{2}$ of S. W. $\frac{1}{2}$ frl. $\frac{1}{2}$ .....      | 31       | 27        | 25     | 79.69          | 159 38               |
| W. A. Denton .....    | Charles Fooley .....   | 371 $\frac{1}{2}$ | N. W. $\frac{1}{2}$ of S. E. $\frac{1}{2}$ .....                      | 26       | 28        | 25     | 40.00          | 80 00                |
| N. Helma .....        | D. Stittler .....      | 372               | E. $\frac{1}{2}$ & N. W. $\frac{1}{2}$ of S. W. $\frac{1}{2}$ .....   | 26       | 28        | 25     | 120.00         | 240 00               |
| James Randall .....   | Joel Stewart .....     | 379               | N. $\frac{1}{2}$ S. E. $\frac{1}{2}$ .....                            | 23       | 28        | 25     | 80.00          | 160 00               |
| A. Parker .....       | Charles Ball .....     | 379 $\frac{1}{2}$ | N. $\frac{1}{2}$ S. W. $\frac{1}{2}$ .....                            | 24       | 28        | 25     | 80.00          | 160 00               |
| E. Stillwell .....    | R. F. Cunningham ..... | 394               | N. $\frac{1}{2}$ S. W. $\frac{1}{2}$ .....                            | 25       | 27        | 24     | 160.00         | 400 00               |
| A. P. Mosteller ..... | Wm. F. Phillips .....  | 400               | S. E. $\frac{1}{2}$ .....   | 22       | 28        | 25     | 160.00         | 320 00               |
| E. H. Lanner .....    | A. Hoskins .....       | 412               | S. W. $\frac{1}{2}$ .....   | 10       | 29        | 23     | 160.00         | 280 00               |
| J. M. King .....      | John Coker .....       | 415               | S. E. $\frac{1}{2}$ .....   | 21       | 29        | 23     | 160.00         | 320 00               |
| J. H. Goff .....      | Charles McAbee .....   | 416               | S. $\frac{1}{2}$ N. E. $\frac{1}{2}$ .....                            | 9        | 31        | 25     | 80.00          | 160 00               |
| F. A. Rogains .....   | John Early .....       | 422               | N. $\frac{1}{2}$ S. E. $\frac{1}{2}$ .....                            | 9        | 31        | 25     | 80.00          | 160 00               |
|                       |                        |                   | S. W. frl. $\frac{1}{2}$ .....  | 31       | 29        | 22     | 157.20         | 275 10               |
|                       |                        |                   | S. W. frl. $\frac{1}{2}$ .....  | 18       | 27        | 25     | 157.20         | 314 40               |
|                       |                        |                   | N. E. $\frac{1}{2}$ .....   | 31       | 30        | 23     | 160.00         | 320 00               |
|                       |                        |                   | W. $\frac{1}{2}$ S. E. $\frac{1}{2}$ .....                            | 31       | 30        | 23     | 80.00          | 160 00               |
|                       |                        |                   | E. $\frac{1}{2}$ S. W. $\frac{1}{2}$ .....                            | 31       | 30        | 23     | 80.00          | 160 00               |
|                       |                        |                   | S. $\frac{1}{2}$ S. E. $\frac{1}{2}$ .....                            | 17       | 30        | 23     | 80.00          | 160 00               |
|                       |                        |                   | N. $\frac{1}{2}$ N. E. $\frac{1}{2}$ .....                            | 20       | 30        | 23     | 80.00          | 160 00               |

Additional lands—marked "A."

| Name of purchaser.      | Name of settler.        | No. of case. | Subdivision.                                     | Section. | Township. | Range. | Area in acres |
|-------------------------|-------------------------|--------------|--|----------|-----------|--------|---------------|
| Cornelius Daniels ..... | Jesse C. Hinckley ..... | 3            | N. W. $\frac{1}{2}$ of S. E. $\frac{1}{2}$ ..... | 25       | 26        | 22     | 40            |
| Jacob Easter .....      | John Storel .....       | 6            | N. $\frac{1}{2}$ of S. W. $\frac{1}{2}$ .....    | 25       | 26        | 22     | 60            |
| Jesse W. Crane .....    | Carl J. Buck .....      | 7            | S. E. $\frac{1}{2}$ of N. W. $\frac{1}{2}$ ..... | 25       | 26        | 22     | 40            |
| Edwin B. Rall .....     | Mary Ann Shoemuth ..... | 30           | N. E. $\frac{1}{2}$ of S. E. $\frac{1}{2}$ ..... | 13       | 27        | 23     | 40            |
|                         |                         |              | S. E. $\frac{1}{2}$ of N. E. $\frac{1}{2}$ ..... | 13       | 27        | 23     | 40            |
|                         |                         |              | S. W. $\frac{1}{2}$ .....                        | 24       | 27        | 23     | 160           |
|                         |                         |              | S. $\frac{1}{2}$ of S. E. $\frac{1}{2}$ .....    | 11       | 27        | 23     | 80            |
|                         |                         |              | N. W. $\frac{1}{2}$ of S. E. $\frac{1}{2}$ ..... | 11       | 27        | 23     | 40            |
|                         |                         |              | N. E. $\frac{1}{2}$ of S. W. $\frac{1}{2}$ ..... | 11       | 27        | 23     | 40            |

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
February 10, 1869.

SIR: I have the honor to acknowledge the receipt, by reference from you, of a letter from Mr. N. Bushnell, as agent for Mr. James F. Joy, stating that he is prepared to make another payment under his contract for the purchase of the Cherokee neutral lands in Kansas, and requesting that a quantity of land equal to the whole amount paid for by him in this and former payments, less the quantity heretofore patented to him, be reported to the Commissioner of the General Land-Office for the issuance of patents therefor to Mr. Joy.

In compliance with the letter of Mr. Bushnell, I herewith inclose for transmission to the Commissioner of the General Land-Office, for the issuance of patents thereon, a schedule containing the descriptions and area of a portion of said Cherokee neutral lands, amounting in the aggregate to 113,082.32 acres.

These lands are situated in townships 30, 31, and 32 south, and in ranges 21, 22, 23, 24, and 25 east of the sixth principal meridian in the State of Kansas. It is proper to state that the schedules which have heretofore been reported to you for the issuance of patents to Mr. Joy contained several errors, an explanation of which will form the subject of another communication.

Very respectfully, your obedient servant,

N. G. TAYLOR, *Commissioner.*

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

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
February 11, 1869.

SIR: Referring to my report of yesterday, transmitting a schedule of Cherokee neutral lands, for patent to James F. Joy, esq., in which it was stated that several errors had occurred in former schedules, and which would be made the subject of a future communication. I have the honor to report as follows:

On the 13th of October last, a schedule was transmitted to you from this Office, containing a list of said lands which had been paid for by Mr. Joy, and which under instructions from the Secretary of the Interior were reported for issuance of patent to him for the same.

Owing to the unfinished condition of the tract books in this office, and the hurried manner in which the list was prepared, under instructions from the Department, several errors occurred as before stated, in said list as follows, viz:

The south half of southwest quarter of section 19, and the north half of northwest quarter of section 30, township 31, range 22, which tracts were contained in said list, and which were patented to Mr. Joy in accordance therewith, were claimed by one William A. Sturon, a settler thereon, under the provisions of the Cherokee treaty of July 19, 1866, whose claim was affirmed by the commissioners of appraisal in their report to this Office. Mr. Sturon is entitled to said tracts under the provisions of said treaty, upon paying to the Secretary of the Interior the appraised value of the same, and I presume the proper course will be to request Mr. Joy to quit-claim to the United States all the right, title, and interest to said tracts vested in him by patent from the United States.

The southeast quarter of section 36, township 30, range 24, was included in the schedule reported from this Office for patent on the 13th of October last, and also in that of the 26th of December last, and was in consequence of such duplication included in both patents issued to Mr. Joy on the 31st of October, 1868, and January 6, 1869, respectively, by which oversight Mr. Joy paid twice for the same tract of land, and is therefore entitled to receive patent for an additional tract equal in quantity to said quarter-section. Such additional quantity was included in the schedule reported to you under date of yesterday.

Very respectfully, your obedient servant,

N. G. TAYLOR, *Commissioner.*

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

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
February 18, 1869.

SIR: I have the honor to acknowledge the receipt, by reference from you, of a telegram from James F. Joy, esq. dated the 12th instant, asking on behalf of the settlers on the Cherokee neutral lands who are entitled to purchase land under the provisions of the seventeenth article of the treaty concluded with the Cherokee Nation of Indians July 19, 1866, an extension of the time, on the part of the Government, to said settlers for the payment of the purchase-money for the tracts awarded to them by the commissioners appointed to appraise said land and receive proof as to the qualifications of said settlers under the provisions of said treaty, which letter is so referred for an expression of the views of this Office in regard to the propriety of such postponement.

The treaty in question does not specify the time when payment shall be made by such settlers for the land awarded to them, but I presume the natural inference to be that such

payment should be made within a reasonable time after notice has been given them by this Department of the approval of their claims.

Owing to the press of business and the limited force of this Office, such notice has not been given to these settlers, although it was directed by the Secretary's letter to this Office, dated December 28, 1868.

A proper regard for the interests of the Indians would seem to demand that the money be collected for these lands as soon as practicable, yet in view of the poverty of the settlers as represented by Mr. Joy, I would urge no objection to extending the time for their making payments if you should think proper to do so.

The telegram from Mr. Joy is herewith returned.

Very respectfully, your obedient servant,

N. G. TAYLOR, *Commissioner*.

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

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
March 1, 1869.

SIR: I have the honor to acknowledge the receipt, by reference from you, of a letter bearing date the 27th ultimo, from Hon. James Harlan, acting chairman of the Committee on Indian Affairs of the United States Senate, requesting to be informed by what character of title the Cherokee Indians hold their lands in the Indian Territory as understood by the Interior Department.

I have the honor to report that the title of the Cherokees to said lands, as understood by this Office, is a qualified fee-simple, and is based upon the provisions contained in the treaties with said Indians respectively dated as follows: May 6, 1828, (Stats. at Large, vol. 7, p. 311;) February 14, 1833, (Stats. at Large, vol. 7, p. 414;) December 29, 1835, (Stats. at Large, vol. 7, p. 458;) August 6, 1846, (Stats. at Large, vol. 9, p. 871;) July 19, 1866, fifteenth article, (Stats. at Large, vol. 14, p. 803;) and also upon section 3 of an act of Congress approved May 28, 1830, (Stats. at Large, vol. 4, p. 411,) entitled, "An act to provide for an exchange of lands with the Indians residing in any of the States or Territories, and for their removal west of the river Mississippi."

The letter of Mr. Harlan is herewith returned.

Very respectfully, your obedient servant,

N. G. TAYLOR,  
*Commissioner.*

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

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
June 18, 1869.

SIR: I have the honor to acknowledge the receipt, by reference from the Department, of a letter from Lewis Downing, principal chief of the Cherokee Nation, and others, dated the 12th ultimo, protesting against the action of the late Secretary of the Interior, Hon. O. H. Browning, in causing a patent to be issued to James F. Joy for certain tracts of the Cherokee neutral land in Kansas, under the provisions of the seventeenth article of the treaty with the Cherokee Nation of Indians concluded July 19, 1866, and upon which a report is requested from this Office.

In accordance with the provisions of the seventeenth article of the above-mentioned treaty, Mr. John T. Cox was appointed by the Secretary of the Interior as one of the appraisers of the tract known as the "neutral land," and on the 28th of May, 1867, was instructed by this Office to proceed to join Col. W. A. Phillips, his associate in said appraisement, who was selected by the Cherokees in accordance with the stipulations of said seventeenth article, and to appraise said land in the manner prescribed by the Secretary of the Interior, under said treaty.

A set of rules for such appraisement was prepared, and received the approval of the Secretary of the Interior on the 10th of August, 1867, and said appraisers proceeded in accordance therewith to the performance of the duties assigned them.

Doubts having arisen in the minds of the appraisers as to the proper construction to be placed upon certain portions of the rules for their guidance, a letter was addressed on the 19th of January, 1868, by Mr. Cox, one of the appraisers, to the then Secretary of the Interior, asking for his opinion and directions in regard to the points then submitted, among which was the following:

"Is it necessary for settlers claiming lands under the provisions of said treaty to show either residence, occupancy, or ownership of their claims or improvements subsequent to the treaty, or do the rights of the settlers mature and fully vest in him at the date of the treaty?"

The Secretary of the Interior in his reply, dated the 27th of January, 1868, (a copy of which was furnished for the information of this Office,) informed Mr. Cox that "the original

instructions prescribe that the settler owning and residing on his own improvement at the date of signing the treaty must reside on the land at the date of his purchase. Persons who occupied a particular tract at the date of the ratification of the treaty, and who are entitled to pre-emption under the pre-emption laws of the United States, must continue to reside on such tract at the time of claiming the benefit of those laws, and making the proof thereby required."

This decision precludes the allowance of the claims of certain persons who have purchased the rights of others, who resided on said lands at the date of the ratification of the treaty of July 19, 1866.

On the 9th of November, 1868, this Office was instructed by the then Secretary of the Interior to notify Mr. Joy (the purchaser of the residue of said lands after deducting the quantity to which settlers are entitled) that he would be allowed until the 25th of December following to file objections to the claims of this class of settlers, at the expiration of which period, if no objections were filed, the validity of such claim would be recognized as against himself, the said Joy, and the land covered by them omitted from the patent to which he was entitled.

Mr. Joy was duly notified, in accordance with the Secretary's decision, by letter, dated November 23, 1868, and, under date of the 23d of December following, he filed, through his agent, Mr. Bushnell, his objections to the allowance of certain of the claims hereinbefore referred to, which objections were sustained by the Secretary, and instructions issued to the Commissioner of the General Land-Office, under date of the 26th of the same month, directing that a patent be issued to Mr. Joy for the lands covered by said claims, notice of which decision was furnished to this Office in letter of the same date.

This Office has been unofficially informed that a patent was issued to Mr. Joy on the 6th of January last, in accordance with such directions, for the tracts embraced in his schedule of objections hereinbefore referred to.

It is proper to state in this connection that the entire subject-matter of this report is of record in your Office, and a full history of the proceedings in reference to the entire tract of the neutral land under the provisions of the treaty of July 19, 1866, and supplemental article of April 27, 1768, is embraced in a report from this Office, bearing date the 21st of April last, to which you are respectfully referred.

The letter of Mr. Downing and others is herewith returned.

Very respectfully, your obedient servant,

E. S. PARKER,  
*Commissioner.*

Hon. W. T. OTTO,  
*Acting Secretary of the Interior.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., July 6, 1869.*

SIR: I have carefully examined your report of the 21st April last, relative to the communication of W. R. Laughlin, esq., claiming to represent certain settlers on the Cherokee neutral lands in Kansas, and in their behalf asking that the sales of these lands to James F. Joy, under a contract with this Department, dated June 8, 1868, be set aside, and they, the settlers, be allowed to purchase the tracts so settled upon. I now return Mr. Laughlin's letter with the request that you will inform Hon. Sidney Clark, by whom it was referred, that the Department can recognize no rights in the class of settlers represented by Mr. Laughlin to the lands claimed by them, and therefore declines to take the action applied for.

In the same report you bring to my notice the fact that as yet the settlers upon the lands which have been reported by the appraisers as entitled to receive patents therefor, have not been notified to make payment of the appraised value of the tracts awarded them, giving as the reason for not complying with the instructions of the Department of the 23th of December last in this respect, the want of adequate clerical force in your office to make the proper comparison of the tract-books with the plats of survey.

In order to remove this difficulty and close the whole business with as little delay as possible, you are authorized to employ the necessary clerical assistance at the rates usual in such cases, submitting the accounts for such services to this Department for approval and payment.

In the cases of contested claims for lands settled upon prior to or at the date of the ratification of the treaty concluded with the Cherokees July 19, 1866, you will be governed alone by the award of the commissioners.

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

J. D. COX, *Secretary.*

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*July 22, 1869.*

SIR: In reply to your letter of the 24th of December last, asking that R. R. Custard be allowed an opportunity to prove up his claim, and contest the claim of Benjamin W. Gray, to a certain portion of the land known as the "Cherokee neutral land," in Kansas, I have

to inform you that these lands have been disposed of under the treaty with the Cherokees, of July 19, 1866, and that in accordance with the provisions of said treaty, commissioners were appointed to appraise said lands, and it was made a part of the duty of said commissioners to make decisions upon the claims of settlers, and said commissioners have submitted to this Department their report; and that in a communication furnished the honorable Secretary of the Interior, dated the 6th instant, this Office is instructed "that in cases of contested claims for lands settled upon prior to, or at the date of, the ratification of the treaty concluded with the Cherokees July 19, 1866, it must be governed alone by the award of the commissioners."

It appears that Benjamin W. Gray proved up his claim to the land in question before the commissioners, no objection being made by Mr. Custard, or by any person in his behalf, and that consequently the land was awarded to said Gray.

In accordance with these facts and the instructions of the honorable Secretary above quoted, this Office is precluded from taking action in the matter, and must consider it as closed.

Very respectfully, your obedient servant,

E. S. PARKER,  
*Commissioner.*

N. BUSHNELL, Esq., Quincy, Ill.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
August 24, 1869.

SIR: I have the honor to call your attention to the following state of facts, which appear upon a final examination of the report of appraisement of the Cherokee neutral lands in Kansas, made and submitted by John T. Cox and William A. Phillips, commissioners, in accordance with instructions approved by the honorable Secretary of the Interior August 10, 1867, and would respectfully recommend action in each case as stated, viz:

1st. The case of John Barker. The affidavits and proofs in this case show that said Barker claimed the W.  $\frac{1}{2}$  of the N. W.  $\frac{1}{4}$ , sec. 7, town. 27, range 24 east, and the E.  $\frac{1}{2}$  of the N. E.  $\frac{1}{4}$ , sec. 12, town. 27, range 24 east. The docket submitted by said commissioners shows that these tracts were affirmed to said Barker by said commissioners. In the tract-books submitted as a part of their report the name of said Barker is entered opposite to the E.  $\frac{1}{2}$  of the N. E.  $\frac{1}{4}$ , sec. 12, town. 27, range 23 east, only. As this seems to be a clerical omission, I respectfully recommend that in this case this Office be authorized to enter the name of said Barker opposite to the other tract claimed by him and affirmed to him as appears by the docket, viz., W.  $\frac{1}{2}$  N. W.  $\frac{1}{4}$ , sec. 7, town. 27, range 24 east, and that he be notified to make payment accordingly.

2d. The case of James W. Adams. The affidavits and proofs in this case show that said Adams claimed the S. W.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 29, and the S. E.  $\frac{1}{4}$  S. E.  $\frac{1}{4}$ , sec. 30, town. 27, range 25 east. The docket shows that these tracts were affirmed to said Adams by said commissioners. In the tract-books the name of said Adams is entered opposite to the S. W.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 29, town. 27, range 25 east, only. As this seems to be a clerical omission, I respectfully recommend in this case that this Office be authorized to enter the name of said Adams opposite to the other tract claimed by him and affirmed to him as appears by the docket, viz, S. E.  $\frac{1}{4}$  S. E.  $\frac{1}{4}$ , sec. 30, town. 27, range 25 east, and that he be notified to make payment accordingly.

3d. The case of Adeline E. Hathaway. The affidavits and proofs in this case show that said Hathaway claimed the N. E.  $\frac{1}{4}$  of the S. E.  $\frac{1}{4}$  and the S. E.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$  in sec. 35, and the W.  $\frac{1}{2}$  of the N. W.  $\frac{1}{4}$ , sec. 36, all in town. 27, range 25 east. The docket shows that these tracts were affirmed to said Hathaway. In the tract-books the name of said Hathaway is entered opposite to the N. E.  $\frac{1}{4}$ , sec. 35, town. 27, range 25 east, only. As this seems to be a clerical omission, I respectfully recommend in this case that this Office be authorized to enter the name of said Hathaway opposite to the other tract claimed by her and affirmed to her as appears by the docket, viz, the W.  $\frac{1}{2}$  of the N. W.  $\frac{1}{4}$ , sec. 36, town. 27, range 25 east, and she be notified to make payment accordingly.

4th. The case of Jeremiah Everett. The affidavits and proofs in this case show that said Everett claimed the N. W.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 2, and the N. E.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$ , sec. 3, town. 33, range 25 east, and the S. E.  $\frac{1}{4}$  of the S. E.  $\frac{1}{4}$ , sec. 34, and S. W.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 35, town. 32, range 25 east. The docket shows that these tracts were affirmed to said Everett. In the tract-book submitted as a part of their report the name of said Everett is entered opposite to the S. E.  $\frac{1}{4}$  of the S. E.  $\frac{1}{4}$ , sec. 34, and the S. W.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 35, town. 32, range 25 east, only. As this seems to be a clerical omission, I respectfully recommend in this case that this Office be authorized to enter the name of said Everett opposite to the other tracts claimed by him and affirmed to him as appears by the docket, viz, N. W.  $\frac{1}{4}$  N. W.  $\frac{1}{4}$ , sec. 2, and the N. E.  $\frac{1}{4}$  N. E.  $\frac{1}{4}$ , sec. 3, town. 33, range 25 east, and that he be notified to make payment accordingly.

5th. The case of Joseph T. Martin. The affidavits and proofs in this case show that the said Martin claimed the N. E.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$  and the N.  $\frac{1}{2}$  of the N. W.  $\frac{1}{4}$ , sec. 28, town. 33, range 22 east. The docket submitted by said commissioners shows that these tracts were affirmed to said Martin. In the tract-books the name of said Martin is entered opposite the entire N. E.  $\frac{1}{4}$ ,



sec. 28, town. 33, range 22 east. As this seems to be a clerical error, I respectfully recommend in this case that this Office be authorized to erase the name of said Martin from S.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$ , sec. 28, town. 33, range 22 east, and enter it opposite the other tract claimed by him and affirmed to him as appears by the docket, viz, N.  $\frac{1}{4}$  N. W.  $\frac{1}{4}$ , sec. 28, town. 33, range 22 east, and that he be notified to make payment accordingly.

6th. The case of Frederick A. Norton. The affidavits and proofs in this case show that said Norton claimed the S. W.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 2, S. E.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$ , sec. 10, and the W.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 11, all in town. 33, range 22 east. The docket shows that these tracts were affirmed to said Norton. In the tract-books the name of said Norton is entered opposite to the S. W.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 2, S. W.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$ , sec. 10, and the W.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 11, town. 33, range 22 east. As this seems to be a clerical error, I respectfully recommend in this case that this Office be authorized to erase the name of said Norton from the S. W.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$ , sec. 10, town. 33, range 22 east, and enter it opposite the other tract claimed by him and affirmed to him as appears by the docket, viz, S. E.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$ , sec. 10, town. 33, range 22 east, and that he be notified to make payment accordingly.

7th. The case of James Kelly. The affidavits and proofs in this case show that said Kelly claims the S. E.  $\frac{1}{4}$  of the S. E.  $\frac{1}{4}$ , sec. 33, S. W.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 34, town. 33, range 24 east, and the N. W.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 3, and N. E.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$ , sec. 4, town. 34, range 24 east. The docket shows that these tracts were affirmed to said James Kelly by said commissioners. In the tract-books the name of William Kelly is entered opposite to the N. W.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 3, and the N. E.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$ , sec. 4, town. 34, range 24 east; and the name of James Kelly is entered opposite to the S. E.  $\frac{1}{4}$  of the S. E.  $\frac{1}{4}$ , sec. 33, and the S. W.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 34, town. 33, range 24 east, only. As this seems to be a clerical error, nothing appearing except his name on the tract-book to show that William Kelly had any land awarded to him, I respectfully recommend in this case that this Office be authorized to erase the name of said William and enter the name of James opposite to the other tract claimed by him and affirmed to him, as appears by the docket, viz, N. W.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 3, and the N. E.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$ , sec. 4, town. 34, range 24 east, and that the said James Kelly be notified to make payment accordingly.

8th. The case of William W. Karr. The affidavits and proof in this case show that said Karr claimed the S.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 36, town. 33, range 21 east, and lots 3 and 4, sec. 1, town. 34, range 21 east. The docket shows that these tracts were affirmed to said Karr by said commissioners. In the tract-book the name of said Karr is entered opposite to the S.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 36, town. 33, range 21 east, only. As this seems to be a clerical omission, I respectfully recommend in this case that this Office be authorized to enter the name of said Karr opposite to the other tracts claimed by him and affirmed to him as appears by the docket, viz, lots 3 and 4, sec. 1, town. 34, range 21 east, and that he be notified to make payment accordingly.

9th. The case of William M. McPherron. The affidavits and proof in this case show that said McPherron claimed the S.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 32, town. 26, range 25 east, and the N.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 5, town. 27, range 25 east. The docket shows that these tracts were affirmed to said McPherron by said commissioners. In the tract-books the name of said McPherron is entered opposite to the S.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 32, town. 26, range 25 east, only. As this seems to be a clerical omission, I respectfully recommend in this case that this Office be authorized to enter the name of said McPherron opposite to the other tract claimed by him and affirmed to him as appears by the docket, viz, the N.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 5, town. 27, range 25 east, and that he be notified to make payment accordingly.

10th. The case of Hiram Young. The affidavits and proof in this case show that said Young claimed the N. W.  $\frac{1}{4}$ , sec. 6, town. 28, range 25 east. The docket shows that this tract was affirmed to said Young by said commissioners. In the tract-books the name of said Young is entered with pencil opposite the west  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 6, town. 28, range 25 east, only, and the name of Francis M. Hurt is entered with pencil opposite to the E.  $\frac{1}{4}$  of the above-described section. As this seems to be a clerical omission and error, I respectfully recommend in this case that this Office be authorized to erase the names of Hurt and Young, written with pencil, and enter the name of said Young with ink opposite to the tract claimed by him and affirmed to him as appears by the docket, viz, N. W.  $\frac{1}{4}$ , sec. 6, town. 28, range 25 east, and that he be notified to make payment accordingly.

11th. The case of William A. Sturm. The affidavits and proof in this case show that said Sturm claimed the S.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 19, and the N.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 30, town. 31, range 22 east. The docket shows that these tracts were affirmed to said Sturm by said commissioners. In the tract-books the name of said Sturm is entered with pencil opposite to the N.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 19, town. 31, range 22 east. His name is properly entered opposite to the S.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 19, and the N.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 30, same township and range; and both tracts appear to have been patented to James F. Joy, of Detroit, Mich. As this seems to be an error, I respectfully recommend in this case that this Office be authorized to erase the name of said Sturm, written with pencil opposite the N.  $\frac{1}{4}$  of S. W.  $\frac{1}{4}$ , sec. 19, town. 31, range 22 east, and that said Joy be requested to relinquish his title to these tracts of land by quitclaim or otherwise, and that the said Sturm (after the said Joy shall have relinquished his title) be notified to make payment for the tracts claimed by him.

12th. The case of James D. Bain. The affidavits and proofs in this case show that the said Bain claimed the E.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$  and the W.  $\frac{1}{4}$  of the S. E.  $\frac{1}{4}$ , sec. 21, town. 31, range

25 east. The docket shows that these tracts were affirmed to said Bain by the commissioners. In the tract-books the name of said Bain is entered opposite the entire S. E.  $\frac{1}{4}$ , sec. 21, town. 31, range 25 east, but his name does not appear opposite the E.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 21, town. 31, range 25 east, which last tract appears as having been patented to James F. Joy, of Detroit, Mich. As this seems to have been an error, I respectfully recommend in this case that this Office be authorized to erase the name of said Bain from the E.  $\frac{1}{4}$  of the S. E.  $\frac{1}{4}$ , sec. 21, town. 31, range 25 east, and enter it opposite to the E.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$ , sec. 21, same township and range, and that the said Joy be requested to relinquish his title to this tract of land by quitclaim or otherwise, and that the said Bain (after Joy shall have relinquished his claim) be notified to make payment for the tracts claimed by him.

13th. The case of William Lankford, (Cherokee.) The affidavits and proofs in this case show that said Lankford claimed the W.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$  and S. E.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 33, town. 34, range 25 east, and the N. W.  $\frac{1}{4}$ , sec. 31, town. 34, range 22 east, and the N. E.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$ , sec. 36, town. 34, range 21 east. The docket shows that these tracts were affirmed to said Lankford by the commissioners. In the tract-books the name of said Lankford is entered opposite to the N. E.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 31, town. 34, range 22 east, and the N. E.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$ , sec. 36, town. 34, range 21 east, only. As this seems to be a clerical omission, I respectfully recommend in this case that this Office be authorized to enter the name of said Lankford opposite to the other tracts claimed by him and affirmed to him as appears by the docket, viz, W.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$ , S. E.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 33, town. 34, range 25 east, and the W.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$  and the S. E.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$ , sec. 31, town. 34, range 22 east, and that patent will be issued accordingly.

14th. The case of Lucinda A. Archer, (Cherokee.) The affidavits and proofs in this case show that the said Archer claimed the N. E.  $\frac{1}{4}$  S. E.  $\frac{1}{4}$ , sec. 27, town. 34, range 25 east, N. E.  $\frac{1}{4}$  N. W.  $\frac{1}{4}$  and S. W.  $\frac{1}{4}$  N. W.  $\frac{1}{4}$ , sec. 35, town. 34, range 24 east, lots 6, 7, and 8, sec. 23, town. 33, range 21 east, lot 11, sec. 14, town. 33, range 21 east, and lot 1, sec. 14, town. 34, range 21 east. The docket shows that these tracts were affirmed to the said Archer by the commissioners, and that lot 1, of sec. 14, town. 34, range 21 east, contains 38  $\frac{00}{100}$  acres, when in fact it contains 8 acres only. In the tract-books the name of said Archer is entered opposite to all of the above-described tracts of land claimed by her, and in addition thereto her name is entered opposite to the N. E.  $\frac{1}{4}$  N. W.  $\frac{1}{4}$ , sec. 23, town. 34, range 24 east, and the W.  $\frac{1}{4}$  N. W.  $\frac{1}{4}$ , sec. 35, town. 34, range 24 east, making an aggregate on the tract-books of 437  $\frac{13}{100}$  acres. I respectfully recommend in this case that this Office be authorized, 1st, to change lot 1, sec. 14, town. 34, range 21 east, on the docket to 8 acres, thereby making it correspond with the plat and tract-book; 2d, to erase the name of said Archer from the N. E.  $\frac{1}{4}$  N. E.  $\frac{1}{4}$ , sec. 23, and the W.  $\frac{1}{4}$  N. W.  $\frac{1}{4}$ , sec. 33, town. 34, range 24 east, and that patent be issued accordingly.

I think it proper in this connection to call your attention to letter from the Department to this Office, dated July 6, 1869, containing the following, relative to the settlers on the Cherokee neutral lands, viz: "In the cases of contested claims for lands settled upon prior to, or at the date of, the ratification of the treaty concluded with the Cherokees July 19, 1866, you will be governed alone by the award of the commissioners." And also to the fact that on the first page of the 1st volume of the tract-books submitted by the commissioners, Hon. J. D. Cox, Secretary of the Interior, has, under date of July 6, 1869, entered his approval as follows, viz: "I hereby approve the report of John T. Cox and William A. Phillips, appraisers of the Cherokee neutral lands in Kansas, under the provisions of the 17th article (as amended by the Senate) and the 19th article of the treaty concluded with the Cherokee Nation of Indians, July 19, 1866, as finally submitted to the Office of Indian Affairs by said appraisers under date of October 31, 1868, and the rates of appraisement and awards of lands to settlers as indicated in this and the accompanying volumes designated as 'tract-books,' being three in number."

Very respectfully, your obedient servant,

E. S. PARKER,  
*Commissioner.*

Hon. W. T. OTTO,  
*Secretary of the Interior, (Acting.)*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., September 1, 1869.*

SIR: I have received your letter of the 24th, containing a statement of the result of a final examination of the report of appraisement of the Cherokee neutral lands in Kansas, made and submitted to the Office of Indian Affairs by John T. Cox and William A. Phillips, commissioners, acting under instructions approved by this Department August 10, 1867.

I approve the recommendations contained in your letter, and you are hereby authorized to take action in accordance therewith.

In cases numbered 11 and 12 in your letter Mr. Joy will be called upon to relinquish title as you have recommended, and you will be notified of the result.

Very respectfully, your obedient servant,

J. D. COX, *Secretary.*

Hon. E. S. PARKER,  
*Commissioner of Indian Affairs.*

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., December 15, 1869.

SIR: Herewith, for your information, I transmit a copy of a letter to the Commissioner of the General Land-Office, requesting him to cause patents to issue to certain settlers on Cherokee "neutral lands."

Very respectfully, your obedient servant

J. D. COX, *Secretary.*

Hon. E. S. PARKER,  
*Commissioner of Indian Affairs.*

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., December 13, 1869.

SIR: I inclose herewith, approved by me, the following schedule, containing descriptions of tracts of Cherokee Indian "neutral lands" in Kansas, which were awarded to persons therein indicated, under the provisions of the amended seventeenth article of the treaty concluded with the Cherokee Indians July 19, 1866, (Statutes at Large, vol. 14, p. 799:)

|                      | Area.     | Value.                  |
|----------------------|-----------|-------------------------|
| Schedule No. 14..... | 1,594.71  | \$3,180 57              |
| Schedule No. 15..... | 1,200.56  | 2,241 12                |
| Schedule No. 16..... | 1,520.37  | 2,890 71                |
| Schedule No. 17..... | 1,559.78  | 2,969 61 <sup>2</sup>   |
| Schedule No. 18..... | 1,314.94  | 2,460 20 <sup>2</sup>   |
| Schedule No. 19..... | 1,440.00  | 2,710 00                |
| Schedule No. 20..... | 1,640.33  | 3,071 07 <sup>2</sup>   |
| Schedule No. 21..... | 1,118.77  | 2,166 26                |
| Schedule No. 22..... | 1,721.24  | 3,072 21                |
| Schedule No. 23..... | 1,440.00  | 2,480 00 <sup>2</sup>   |
| Schedule No. 24..... | 1,225.15  | 2,417 72 <sup>2</sup>   |
| Schedule No. 25..... | 1,120.00  | 2,180 02 <sup>1</sup>   |
| Schedule No. 26..... | 799.91    | 1,409 88 <sup>3</sup>   |
| Schedule No. 27..... | 1,318.39  | 2,793 05                |
| Schedule No. 28..... | 1,275.10  | 2,363 87 <sup>3</sup>   |
| Schedule No. 29..... | 1,023.20  | 2,006 40                |
| Schedule No. 30..... | 1,760.16  | 3,480 32                |
| Schedule No. 31..... | 800.24    | 1,430 36                |
| Schedule No. 32..... | 1,566.24  | 2,667 85 <sup>3</sup>   |
| Schedule No. 33..... | 961.13    | 1,771 97 <sup>3</sup>   |
| Schedule No. 34..... | 960.00    | 2,140 00                |
| Schedule No. 35..... | 946.57    | 1,950 74                |
| Schedule No. 36..... | 1,184.70  | 2,366 75                |
| Schedule No. 37..... | 1,252.67  | 2,160 65 <sup>3</sup>   |
| Schedule No. 38..... | 1,369.72  | 2,577 34 <sup>3</sup>   |
| Schedule No. 39..... | 1,240.00  | 2,400 00                |
| Schedule No. 40..... | 1,120.24  | 2,000 36                |
| Schedule No. 41..... | 1,556.76  | 2,964 33                |
| Schedule No. 42..... | 1,600.00  | 3,280 00                |
| Schedule No. 43..... | 1,120.69  | 1,900 60                |
| Schedule No. 44..... | 1,269.79  | 2,340 41 <sup>3</sup>   |
| Schedule No. 45..... | 1,087.82  | 2,031 86                |
| Schedule No. 46..... | 1,362.24  | 2,517 71                |
| Schedule No. 47..... | 1,367.57  | 2,636 56 <sup>1</sup>   |
| Schedule No. 48..... | 1,203.45  | 2,353 63 <sup>2</sup>   |
| Schedule No. 49..... | 791.87    | 1,566 32                |
| Schedule No. 50..... | 1,297.94  | 2,494 89 <sup>2</sup>   |
| Schedule No. 51..... | 1,061.11  | 1,994 07 <sup>2</sup>   |
| Schedule No. 52..... | 1,480.00  | 2,530 00                |
| Schedule No. 53..... | 768.73    | 1,610 75 <sup>1</sup>   |
| Schedule No. 54..... | 960.63    | 1,910 95 <sup>2</sup>   |
| Schedule No. 55..... | 1,479.87  | 2,747 04 <sup>3</sup>   |
| Schedule No. 56..... | 1,440.00  | 2,880 00                |
| Schedule No. 57..... | 1,565.59  | 2,744 03                |
| Schedule No. 58..... | 1,104.57  | 2,163 25                |
| Schedule No. 59..... | 1,897.99  | 3,500 18 <sup>3</sup>   |
| Schedule No. 60..... | 957.25    | 1,735 01 <sup>2</sup>   |
| Schedule No. 61..... | 1,120.74  | 2,081 48                |
| Schedule No. 62..... | 1,098.02  | 2,151 53 <sup>2</sup>   |
| Schedule No. 63..... | 800.00    | 1,500 00                |
|                      | 62,866.75 | 118,993 80 <sup>1</sup> |

These tracts have been paid for in accordance with the terms of the treaty aforesaid, and you are requested to cause patents to issue therefor in the names of the parties, respectively, transmitting the same to this Department.

Very respectfully, your obedient servant,

J. D. COX, *Secretary.*

Hon. JOS. S. WILSON,  
*Commissioner of the General Land-Office.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., February 16, 1870.*

SIR: Herewith I send, for transmission to the parties entitled to receive them, 411 patents, issued by the General Land-Office in favor of settlers upon the Cherokee Indian neutral lands in Kansas, under the seventeenth article of the treaty concluded with the Cherokees July 19, 1866.

The receipt of these patents you will please acknowledge to the Commissioner of the General Land-Office.

Very respectfully, your obedient servant,

J. D. COX, *Secretary.*

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., July 16, 1870.*

SIR: Herewith I transmit, for delivery to the parties entitled to receive them, 311 patents, issued by the General Land-Office, under authority of the seventeenth article of the treaty concluded July 19, 1866, with the Cherokee Indians.

Very respectfully, your obedient servant,

J. D. COX, *Secretary.*

Hon. E. S. PARKER,  
*Commissioner of Indian Affairs.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., July 20, 1870.*

SIR: Herewith I transmit, for delivery to the parties entitled to them, 38 patents, issued by the General Land-Office, under authority of the seventeenth article of the treaty concluded July 19, 1866, with the Cherokee Indians.

Very respectfully, your obedient servant,

J. D. COX, *Secretary.*

Hon. E. S. PARKER,  
*Commissioner of Indian Affairs.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., August 31, 1870.*

SIR: Herewith I transmit, for delivery to the parties entitled to receive them, 3 patents, or tracts embraced within the Cherokee neutral lands in Kansas, and you will acknowledge the receipt of the same to the Commissioner of the General Land-Office.

I am sir, very respectfully, your obedient servant,

J. D. COX, *Secretary.*

The ACTING COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., October 31, 1870.*

SIR: Herewith I transmit, for delivery to the parties entitled thereto, eleven patents, for tracts of the Cherokee neutral lands, awarded to settlers under the seventeenth article of the treaty concluded with the Cherokees, July 19, 1866, issued by the Commissioner of the General Land-Office, under instructions of the Secretary of the Interior, dated September 12, 1870.

Very respectfully, your obedient servant,

W. T. OTTO, *Acting Secretary.*

Hon. E. S. PARKER,  
*Commissioner of Indian Affairs.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., November 2, 1870.*

SIR: I transmit herewith a patent issued to the Missouri River, Fort Scott and Gulf Railroad Company, for Cherokee neutral lands awarded to said company, as the assignee of James F. Joy, under Cherokee Indian treaty of July 11, 1866. The quantity of land embraced in the patent is 414,519.08 acres.

You will compare the tracts described in said patent with the records of your Office, and, if found to be correct, you will deliver the same to the party entitled to receive it.

Very respectfully, your obedient servant,

C. DELANO, *Secretary.*

Hon. E. S. PARKER,  
*Commissioner Indian Affairs.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., January 24, 1871.*

SIR: I transmit herewith, for delivery to the parties entitled to receive them, twenty-three patents, Nos. 955 to 977, inclusive, for certain tracts of the Cherokee neutral lands in Kansas, issued under authority of the amended seventeenth article of the treaty concluded July 19, 1866, with the Cherokee Nation.

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

C. DELANO, *Secretary.*

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., February 15, 1871.*

SIR: I transmit herewith, for delivery to the parties entitled to receive them, eight patents, Nos. 978 to 985, inclusive, for lands embraced within the Cherokee neutral tract, and subject to sale under the amended seventeenth article of the treaty concluded with the Cherokee Indians, July 19, 1866.

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

C. DELANO, *Secretary.*

Hon. E. S. PARKER,  
*Commissioner of Indian Affairs.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., May 28, 1871.*

SIR: The claim of the Cherokee Nation to upward of 3,000 acres of the Cherokee neutral lands in Kansas, and the request of the Cherokee delegation that said land may be promptly disposed of, have been considered by the Department.

By your report of the 16th instant, it appears that the land in question is a portion of the neutral lands which was awarded by the commissioners appointed under the treaty of July 19, 1866, to certain settlers, who, after due notice from your Office, have failed to make payment for the same.

As Mr. Joy and his assignee, the Missouri River, Fort Scott and Gulf Railroad Company, have received patents for all of the lands to which they were entitled under the treaty of 1866, and the supplemental treaty of 1868, the tracts now unpaid for by the settlers clearly belong to the Cherokee Nation, and you will, without delay, take the necessary steps to dispose of the same, in the mode pointed out in the treaty, viz, by inviting sealed proposals.

Such proposals must be for parcels or tracts, not exceeding in any case 160 acres each, and the Government, it is understood, expressly reserves the right to reject any and all bids not deemed satisfactory; and in no case will any bid be considered which is below the appraised value of the tract, as shown by the records of your Office. All bids must be accompanied by the deposit of a sum equal to 10 per centum of the amount of each bid, which sum, in case the land is awarded and balance not paid, will be forfeited by the bidder. Should any bid be rejected, the sum deposited will be returned to the proper party. All payments to be made in cash, within forty days from the date of the award.

These lands being trust-lands, as required by the act of January 9, 1837, you will deduct the expenses of the sale from the amount received, and deposit the balance in the agency branch of the United States Treasury to your credit as Commissioner of Indian Affairs, on account of "sale of neutral lands in the Cherokee Nation;" and as it is my duty, as trustee of said nation, to invest the net proceeds of these lands, under the twenty-third article of the treaty July 19, 1866, in United States bonds, you will transmit to this Department a check in my favor, as trustee, on the 1st of each month, for the sum to your credit, as required by letter of the Department, dated December 6, 1866.

The notice should contain a description of each subdivision upon which bids are solicited, and the date of opening the proposals should not be later than the 10th day of August next, or as soon thereafter as possible.

Such other details as are necessary in the sale of these lands you will introduce into the public notice, and submit the advertisement to me for examination before its publication.

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

C. DELANO, *Secretary.*

Hon. E. S. PARKER,  
*Commissioner of Indian Affairs*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., March 17, 1876.*

SIR: In reply to the first inquiry contained in your letter of the 15th instant, you are advised that there has never been any advertisement and sale of the San Pete Indian reservation in Utah. The last action taken by this Office in reference to the same is exhibited in a report made to the Hon. Secretary of the Interior, dated January 27, 1874, (copy herewith,) recommending congressional legislation restoring this reservation, with others, to the public domain.

I am not aware that Congress has taken any definite steps toward affording the legislation recommended.

In relation to the sixth requirement of your letter, I have the honor to state that there was no sale of the Kansas or Kaw Indian lands, either in 1859 or 1869.

Several sales have, however, taken place during the years 1863, 1864, 1865, 1871, and 1873. Be pleased to advise me whether you desire copies of the correspondence on file in relation to all of these sales; and if not, designate the particular sale or sales concerning which information is sought.

The other requests contained in your letter will be made the subject of future communication.

I have the honor to be, very respectfully, your obedient servant,  
 J. Q. SMITH, *Commissioner.*

Hon. W. W. WILSHIRE,  
*House of Representatives.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., January 27, 1874.*

SIR: By an act of Congress approved May 5, 1864, (U. S. Stats. at Large, vol. 13, p. 63,) provision was made for the survey, appraisal, and sale of the several Indian reservations, made or occupied as such before that date, in the Territory of Utah, except Uintah Valley.

The reservations thus to be disposed of are known as Spanish Fork, Corn Creek, Deep Creek, and San Pete, and have been surveyed under the direction of the General Land-Office, and the first-mentioned have been appraised, but no further action has been taken looking to their disposition in the manner indicated, for the reason that this Office has not had, nor has it now, funds at its disposition to defray the expense of the appraisal and sale.

I am of opinion that, even if funds were applicable for these purposes, the proceeds of the sale would not greatly exceed the expenses incident to the disposition of these reserves, and for this reason I respectfully recommend that Congress be requested to provide for the restoration of the same to the public domain.

A draught of a bill, calculated in the opinion of this Office to accomplish the end in view, is respectfully submitted herewith.

Very respectfully, your obedient servant,

EDWARD P. SMITH,  
*Commissioner.*

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., March 16, 1876.*

SIR: Referring to so much of your letter of the 15th instant, as calls for a "statement of disbursements of annuities to incompetent Winnebago and Shawnee Indians, said statement (disbursement?) made in 1871," I have the honor to state that this Office has no knowledge of any payment in 1871 to either incompetent Winnebagos or Shawnees.

Payment was made in 1871, however, to certain members of the Winnebago tribe who had become citizens of the United States under the provisions of the ninth and tenth sections of the act approved July 15, 1870, (16 Stat., 565.)

These persons numbered 160, of whom 148 were paid by a special agent of the Department, and 12 through this Office.

A payment was made also in 1871 to the Shawnee tribe, of funds arising from the sale of their lands. Aside from these payments no other was made to said tribes excepting their regular annuities.

If statements of either of the payments herein referred to are desired by your committee, I shall be pleased to forward the same immediately upon receipt of your answer to this communication.

Further reply to the other inquiries of your letter will be made at the earliest practicable date.

Very respectfully,

J. Q. SMITH, *Commissioner.*

COMMITTEE ON INDIAN AFFAIRS,  
Washington, March 16, 1876.

J. B. SANBORN sworn and examined.

By Mr. WILSHIRE :

Question. State your age, residence, and occupation.—Answer. I am forty-nine years of age; my residence is Saint Paul, Minn. I am an attorney at law.

Q. I will ask you if you have any knowledge of the sale of timber upon Indian land of the Red Lake reservation?—A. I have.

Q. Will you please state what that knowledge is?—A. In the fall of 1871 or 1872, at any rate during the last fall that Mr. Walker was the Commissioner of Indian Affairs, I was requested by a client of mine, Mr. Nathan Myrick of Saint Paul, to secure for him the privilege of putting in a winter's logging on Red Lake or Red Lake River on that reservation. He stated that he supposed that he had the privilege from Agent Smith, and had sent in his teams, procured his supplies, and had incurred great expense, I think he said \$3,000, and had then received notice that he could not cut; and was consequently likely to suffer very seriously.

Q. What Smith was that?—A. The late Commissioner of Indian Affairs, E. P. Smith. He stated at the same time what I had not known before, that it seemed to have been adopted as the policy by the Department at Washington, to sell the stumpage, and that Charles A. Ruffee was then in that country with his teams, putting in a winter's logging. This was just before I was leaving for Washington, along about the first of November, I think. Immediately upon my arrival here I visited the Commissioner of Indian Affairs, and made application for Mr. Myrick to continue his winter's work. The Commissioner stated that he had had doubts about the power of the Department to sell, and he would like to hear me upon that; and then if he made up his mind that the Department of the Interior had authority to sell the pine under any circumstances, if the agent would recommend Mr. Myrick to have the privilege that would end our trouble, and he had no doubt he would do so. I thought the thing over, and made some preparation in two or three days, and then had an argument, more in the shape of a conversation than otherwise, answering the points of the Commissioner, as to the power of the Interior Department over the Indian reservations, and favored the theory that it was sufficient to enable the Department to dispose of pine timber, as well as lead, coal, and salt, as they had been doing for a great many years. An application was then made to Mr. Smith for a recommendation for Mr. Myrick to go on with his cutting, which was refused. He did not get the permission. His offer for stumpage that winter was \$2.50 per thousand feet of lumber. When I came on, I told him, if he was going to make such a contract, he might as well make it for all the timber the Government would sell, and he did. I filed that proposition for him. This was refused. The next I heard was, the following summer of 1872 or 1873, that the Department had accepted the offer of George N. Merriam, of Minneapolis, at \$2.50 per thousand feet, and had disposed of the pine on that reservation upon those terms, and the same was to be cut in the period specified in the contract, (I have forgotten how long,) and to be paid for at the rate of 3,000,000 feet per annum, I think, whether it was cut or not. That is my recollection of the terms of the contract.

Q. State, if you know, who were the interested parties in that contract; who made the purchase?—A. There was nobody but Mr. Merriam, that I know, at the time of the purchase. He sold out afterward an interest to Loring & Fletcher, of Minneapolis, and then I secured an interest in it. Never having got any fees for my fight for Mr. Myrick, and feeling a little hostile, I made a fight that year against approval. There was enough paid, more than it was worth; and I think the parties would have lost money all around if the contract had stood, but they offered an interest to me to withdraw opposition which I did, and secured a  $\frac{1}{5}$  interest at my option. I was not obliged to take it, and assume responsibility to that extent. There was no share of the contract ever transferred beyond me. I offered other parties the right to come in on the same terms as the original contract, but they never did before the decision of the Supreme Court declaring that the Department did not possess power to make the sale. That nullified the whole thing, and it went by the board.

Q. State whether you know of any officer of the Indian Department being interested, directly or indirectly, in that transaction.—A. There was none to my knowledge in the Indian Department.

Q. Have you any knowledge of the amount of timber that was disposed of in that way?—A. Only from estimates. There were estimates made by the parties who had the principal interest, Loring & Fletcher, Merriam and myself. My recollection is, although it ought not to amount to evidence, that they estimated, it seems to me now, fifty or sixty million feet that would be covered by that contract.

Q. The answer I wanted to elicit is, how much was cut under the contract?—A. I know about how much Merriam cut. It was a little more than 2,000,000 feet that he cut and paid for, at the rate specified in the contract.

Q. You do not know about how much was cut by anybody else?—A. I never knew about how much was cut by Mr. Ruffee. He was not cutting under that contract.

Q. To whom was the money paid for what was cut?—A. It was paid right into the Indian

Bureau—remitted by draft to the Commissioner of Indian Affairs, as I was informed. I ought to state that I have not personal knowledge of that. That is my information.

Q. I will ask you if you know anything about similar transactions in Wisconsin?—A. Only by newspaper rumors and hearsay from parties competing for that timber. I was the agent for one or two parties that were fighting to get in, but they were whipped out, and I never knew anything beyond that.

Q. Your only means of information were newspaper reports?—A. That is all; such as everybody had; nothing like the amount that appears in the records of the Supreme Court, and of the Departments here, in regard to those matters.

Q. Did the Department stop the cutting of that timber as soon as it was judicially determined that there was no authority for the sale?—A. There never has been a stick cut since. There was no order stopping it, but no party would take the risk, because the contract was void, and they did not know but they would fall under the Federal statute for cutting timber on public lands. Nobody dared to do it any more.

Q. Can you state the names of the parties interested, and the interest that each had in this contract?—A. I can state as I understood it: Merriam,  $\frac{2}{5}$ ; Fletcher,  $\frac{2}{5}$ ; Loring,  $\frac{2}{5}$ ; and then I had  $\frac{1}{5}$ . I have no doubt that is the way it was.

Q. There were no other parties interested in that, directly or indirectly, that you know of?—A. None that ever took an interest. There were two or three parties that had the option to take an interest if they would, but they never agreed to do it, and never took an assignment.

Q. Who were they?—A. R. F. Crowell had an option to take  $\frac{2}{5}$ ; Joseph Dwyer, of Ohio, had an option to take  $\frac{2}{5}$ , and I told General Averill that he could take  $\frac{2}{5}$ , if he saw fit. But there was no one of them agreed to stand in and take his chances and assume his share of responsibility on the whole contract.

Q. Who is Crowell?—A. He was a lawyer at Saint Paul, but has been clerk of the Committee on Post-Offices and Post-Roads of the Senate. These are the only parties I have had any talk with.

Q. Was Mr. Dwyer, of the Interior Department, in any way connected with granting of the authority?—A. Not at all; I never had a bit of talk with him in regard to the matter, until after it was closed up, and I came on here in the winter. I was trying to reduce my interest, and not be liable to such an extent as I was, because it might be a heavy loss. They all said they would consider it, and possibly might take an interest, but none of them ever did.

Q. You do not know whether Mr. Delano himself had an interest in this or not?—A. I have no knowledge that would indicate that Mr. Delano, or the Commissioner, or anybody holding office, had a particle of interest in it in the world.

By Mr. BOONE:

Q. You stated that after this first bid was made, this lumber business was let to another party at the same price?—A. Yes, sir.

Q. The first bid had been refused?—A. Yes, sir.

Q. And I then understood you to say that you either commenced or threatened to fight with them?—A. I did commence.

Q. I want to know what you meant by that.—A. I meant just this: I went to General Averill and told him that the Department was acting perfidiously, I thought, toward him and his friends; that Mr. Myrick had made this same offer, and had not been allowed to do a winter's work, even at that rate; and now they had accepted a bid for it at the same figures, after Myrick's losing a very large sum of money for so small a transaction, by the bad faith of the Department—nearly \$3,000. He was one of our Saint Paul business-men, a good honest, square man. I said that the matter ought to be stopped until it could be determined what was influencing the Department to act in that way. Averill telegraphed to the Secretary of the Interior, as I recollect, to suspend the matter until he could make some inquiries about it.

Q. Did he suspend?—A. As I recollect, there was a suspension. These parties from Minneapolis, Merriam, Loring, and Fletcher, came down to know what the matter was, after I had made complaints. Then I told them that I did not think it was fair and square treatment of business-men. They said they did not know whether there was very much in it; that they had bid that much because Myrick had bid the same, but it was too high, and if we wanted an interest in it we might have it.

Q. The point I want to get at is, did the Interior Department or the Indian Department know that you were interposing this objection?—A. No, sir; they did not know that.

Q. Did they know that anybody was interposing the objection?—A. They must have known, of course, that General Averill made a request for suspension. He did not interpose an objection to the sale, but asked them to suspend the matter until he could ascertain what was going on.

Q. How long was it after that before you were informed that if you desired an interest in it you could take it?—A. I suppose it was within a week; it was a very short time; I recollect the parties came down to Saint Paul, where I live.

Q. Did you take an interest in the contract?—A. I did take an option of seven-sixteenths.

Q. And then the contract went on?—A. And then the contract went on.



Q. What was the party's name who had the contract that communicated to you the fact that you could take an interest?—A. George N. Merriam himself was the man I saw. I never left Saint Paul; never left my office any more than to go one block away, and cross the street to see the general about it. I never should have known anything of it, if I had not thought I had a client badly treated the winter before.

By Mr. PAGE:

Q. You say that Mr. Dwyer, Mr. Crowell, and General Averill had been spoken to?—A. They were offered an interest.

Q. But did not take it?—A. They never closed the transaction. Their only answer was that they would think it over and determine. They seemed to be afraid that it was a hazardous undertaking, and they hesitated to assume the liability.

Q. Their objection was based upon the lack of authority of the Indian Department to make such a contract, was it?—A. No; their objection was based upon the business phase of the thing. They evidently thought they would lose money instead of making it, and the sequel shows that they would.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., March 16, 1876.

Continuation of the testimony of ROWLAND A. COLBY.

By Mr. TUFTS:

Question. You stated in your testimony yesterday in regard to some irregularities concerning John W. Wright with the first, second, and third regiments of Indian home-guards. Do you know that the Commissioner of Indian Affairs or the Secretary of the Interior knew anything of those irregularities before these claims and pensions were allowed?—Answer. Yes, sir. These claims were not all filed on one day, but were being filed from time to time for a series of years.

Q. Please answer the question, yes or no. Do you know of your own personal knowledge that the Secretary of the Interior or the Commissioner of Indian Affairs knew of these irregularities before the claims were paid?

The WITNESS. Paid by the Department?

Mr. TUFTS. Yes.

A. Your question involves a whole. I cannot answer it yes or no. It involves the whole of the claims.

Q. Cannot you tell whether you know or do not know?—A. I do know. Yes, sir. I know that they were well informed about the irregularities.

Q. Before they were paid?—A. All the irregularities practiced by Wright, before they were all paid. You see some were paid one year and some the next year, and so on.

Q. What I want to understand is, were they informed of any of the irregularities?—A. Yes, sir; fully informed.

Q. By whom?—A. First by complaints from the soldiers that they had never received the money; then by reports of the agents, who were stationed at the different agencies.

Q. Was there any examination made by the Commissioner?—A. Yes, sir.

Q. Were those complaints substantiated?—A. They certainly were; yes, sir.

Q. Who was the Commissioner of Indian Affairs at that time?—A. Mr. Parker.

Q. And Mr. Delano was Secretary of the Interior?—A. Mr. Delano was Secretary of the Interior, during the greater part of the war; Mr. Cox was, a short time; the war commenced just before he resigned.

By Mr. WILSHIRE:

Q. What do you mean by "the war"?—A. I mean the war between John W. Wright and the Department.

By Mr. TUFTS:

Q. You say there was a war between John W. Wright and the Department?—A. Yes, sir.

Q. What did that grow out of?—A. Out of these complaints made by the Indians that they were not receiving their bounties as promised them by the Department through their agents; and also out of Wright's refusal to render his accounts to the Department, as he had agreed to do by contract. He repudiated his contract.

Q. What was the result of that war?—A. The result of that war was that John W. Wright, through some means, delayed matters until the Department of the Interior turned the whole question over to the Attorney-General, and the Indians were kept out of their money.

Q. Wright was Indian agent at that time, was he not?—A. No, sir.

Q. What was he?—A. He simply had made a contract with the Secretary of the Interior to collect these bounties at 10 per cent. It was a contract for special purpose; that contract

was written, signed, and sealed, and is on file in the Department. The Secretary of the Interior afterward, as I stated yesterday, in defiance of law, allowed him 15 per cent. for collecting the bounties.

Q. How do you know that there was any such contract to pay 10 per cent.?—A. Because the papers passed through my hands.

By Mr. PAGE:

Q. Do you know where the papers are now?—A. In the Indian Office; that is, part of them. I say the papers pass through my hands; the checks passed through my hands—\$15 out of every \$100 to John W. Wright, and \$85 to the Indians. The original contract is on file in the Interior Department, or should be.

Q. You said in your testimony in regard to this Wright matter, yesterday, that you went to see the Attorney-General at his request?—A. Yes, sir.

Q. And after you got there you found he wanted to cover up these things?—A. I say that the disposition was to cover up.

Q. Disposition on the part of whom?—A. On the part of the Attorney-General.

Q. After he had sent for you?—A. He sent for me to find out how much I knew about the case.

Q. What did he say that led you to believe he wanted to cover it up?—A. Because he referred me to parties whom I knew were notoriously corrupt and dishonest, and could be bought with dollars and cents.

By Mr. TUFTS:

Q. How do you know that?—A. It was the general belief.

By Mr. PAGE:

Q. To whom did he refer you?—A. To W. E. Chandler in the first place, and Mr. Chandler referred me to Mr. Williamson.

Q. He referred you first to Mr. Chandler, as a man whom you knew to be notoriously corrupt?—A. No, sir.

Q. You stated that he referred you to parties who were notoriously corrupt. I want to know the names of these parties?—A. He referred me to W. E. Chandler.

Q. Who is W. E. Chandler?—A. He was the attorney employed by Mr. Williams to prosecute John W. Wright.

Q. Is he one of the parties you referred to that was notoriously corrupt?—A. No, sir.

Q. Who were the others?—A. Mr. Chandler referred me then to Mr. Williamson, the clerk who had the papers in charge in the Attorney-General's office, and who had been detailed from Mr. Delano's own office to follow the papers.

Q. Who is Mr. Williamson?—A. He was formerly a clerk in the Secretary's Office of the Interior Department.

Q. Where is he now?—A. I think he lives in Georgetown, D. C.

Q. What is his business?—A. I do not know what his business is now.

Q. What was his business?—A. He was a clerk in the Department.

Q. Is he the man that was notoriously corrupt?—A. He is the man that John W. Wright could buy, and had been paid—

Q. The reason you gave why the Attorney-General did not want to prosecute this matter was because he referred you to parties that were notoriously corrupt; and among these you named two parties, Chandler and Williamson.—A. I exclude W. E. Chandler from that assertion.

Q. To whom besides Chandler did the Attorney-General refer you?—A. He referred me to Williamson.

Q. But you said a moment ago that Mr. Chandler referred you to Williamson?—A. The Attorney-General simply referred me to Mr. Chandler in order that he might send me still further. He referred me to Chandler who would give me further advice. The Attorney-General stated to me that Mr. Williamson had charge of the papers, but that he had intrusted the subject to Mr. Chandler to work up the case.

Q. Do you want your statement to stand as you made it, that the Attorney-General wanted to cover up the transactions because he referred you to parties who were notoriously corrupt, and that the Attorney-General referred you to W. E. Chandler? Is that the way you want your statement to appear?—A. No, sir; that is not what I said.

Q. You say the Attorney-General sent for you?—A. Yes, sir.

Q. You went?—A. Yes, sir.

Q. You became convinced in the conversation with the Attorney-General that he was trying to cover up these transactions, did you?—A. Yes, sir; I became convinced that he did not care about prosecuting the case.

Q. What convinced you of this?—A. I stated because he referred me to parties who I believe were notoriously corrupt.

Q. That is exactly what I stated you say. To whom did he refer you?—A. Please let me finish my story.

Q. Now I am cross-examining you, and you will answer the question I put to you. You

have had your direct examination, in which, no doubt, you were a willing witness. I want to know now what you know about it. I ask you now to whom the Attorney-General referred you? That can be answered by giving the name of the party.—A. I was referred to W. E. Chandler. The Attorney-General informed me that he had employed Mr. Chandler, "and he acts in my place; whatever he does I do." W. E. Chandler referred me—

Q. Now wait; that is on a different branch of the subject. You say the Attorney-General referred you to W. E. Chandler. Did you see Mr. Chandler?—A. Yes, sir.

Q. In the conversation you had with Mr. Chandler, did you come to the conclusion that he was endeavoring to cover up these frauds?—A. No, sir; I did not. I do not think Mr. Chandler was endeavoring to do so. My opinion of Mr. Chandler, if I may be allowed to give it—

Q. I am not asking you about your opinion of Mr. Chandler. You became satisfied that the Attorney-General was endeavoring to cover up this fraud when he referred you to Mr. Chandler?—A. No, sir; I do not want to be understood in that way.

Q. The Attorney-General referred you to Mr. Chandler, and he stated to you at the same time, did he, that Mr. Chandler was authorized to act for him and in his place, in this matter?—A. Yes, sir.

Q. Was Mr. Chandler one of the parties you referred to in your former examination as one of the parties to whom you were referred by the Attorney-General? Is he one of the corrupt parties?—A. No, sir.

Q. He is not corrupt?—A. I do not know whether he is or not.

Q. Did you see any evidence that Mr. Chandler was endeavoring to cover up any transactions that ought not to be covered up?—A. I saw evidence and became satisfied as he said to me, "It is a question that I know nothing about. I have intrusted this whole matter to Mr. Williamson; you will have to see him."

Q. Never mind about Mr. Williamson; we will come to him directly. What did Mr. Chandler say to you that led you to believe that there was any attempt on the part of the Attorney-General or of Mr. Chandler to cover up any dishonorable transaction?—A. Because Mr. Chandler referred me to this very party, Williamson.

Q. You believed that the Attorney-General was in collusion with somebody to cover up something, because he referred you to some other parties. What did Mr. Chandler say or do that led you to believe that he was in complicity with any parties to cover up any dishonorable transaction?—A. I have not made that allegation at all.

Q. You went to Mr. Chandler?—A. Yes, sir.

Q. And had a conversation with him?—A. Yes, sir.

Q. What did he say to you?—A. He said to me that he had been employed by Mr. Williams.

Q. Employed to do what?—A. To prosecute John W. Wright for alleged frauds against the Government and against the Indians.

Q. What else did he say to you?—A. He said to me that it was a matter that he had not investigated at all, and he knew very little about it; that he could not give me any answer, yes or no, whether I would be of any benefit to him or not, but referred me back to Mr. Williamson.

Q. Did he say anything else?—A. I presume he did; but that is the point.

Q. State what he said in reference to this question. Did he say that he was in favor of prosecuting this case and uncovering the frauds wherever they could be found, and prosecuting parties guilty of fraud?—A. I do not remember that he made any statement of that kind.

Q. Did he exhibit any disposition on his part to do all he could to prosecute parties who were supposed to be guilty of frauds?—A. All he exhibited to me was wonderful ignorance of the subject in hand. He seemed to know nothing about it, and had intrusted it to Mr. Delano's special clerk, Mr. Williamson.

Q. Where did you go from Mr. Chandler's?—A. I reported to the Attorney-General.

Q. You did not go and see Mr. Williamson?—A. I reported to the Attorney-General. Mr. Williamson was in the Attorney-General's Office. I reported my conversation with Mr. Chandler. The Attorney-General then referred me to Mr. Williamson directly. Mr. Williamson was then in the Attorney-General's Office.

Q. What did Mr. Williamson say or do?—A. I went into the room. Mr. Williamson and Maj. J. W. Craig were there. Major Craig was formerly Indian agent at Fort Gibson, and there was a large amount of correspondence from him on file in the Indian Office, in regard to Indian frauds.

Q. What was said and done by Mr. Williamson?—A. I talked with Mr. Williamson some time. He said that he was well satisfied that I knew more about the matter than any one else. Major Craig, who was his assistant at the time, also expressed a desire that I should be employed.

Q. Employed for what?—A. Employed as an expert in discovering the irregularities in the applications for and payments of bounties by the Second Auditor, and also to discover the amount.

Q. Are you an attorney?—A. I was not acting or practicing.

Q. Are you a lawyer. Have you been admitted to practice?—A. I have not been admitted to the bar of the District of Columbia.

Q. Are you a lawyer; have you been admitted to the bar?—A. I have studied law.

Q. Are you a lawyer?—A. No, sir; I am not, in the sense I understand you.

Q. What else was said?—A. Mr. Williamson determined to have his own way in ferreting out these frauds. He explained it to me. I told him he would make an utter failure, because he did not commence at the root of the matter. He seemed to be satisfied that his plan was the best, and I left him. I saw the Attorney-General and reported the result. I told the Attorney General that Williamson would make an utter failure; that it was impossible by the plans they had adopted for them to get an action against Wright.

Q. You were advising the Attorney-General how to proceed?—A. I was.

Q. Did he take your advice?—A. No, sir; he did not.

Q. He took his own, did he?—A. He took his own. I do not know whether he took his own or Williamson's. I think he took Williamson's. He allowed Williamson to have his own way, and he made a failure of it.

Q. You say he made a failure of it. Was any suit commenced?—A. There were criminal suits commenced against Wright, but they failed.

Q. Criminal actions were commenced against Wright, and the prosecution failed?—A. Yes, sir.

Q. How long were you employed in the Interior Department?—A. Nearly three years.

Q. What year did you go there?—A. 1869.

Q. What position did you hold?—A. First I held the position of first-class clerk. Next I was promoted, without any application on my part, to a \$14,000 clerkship.

Q. How long did you remain?—A. I remained there until the fall of 1871.

Q. You were in the Indian Bureau, were you?—A. Yes, sir.

Q. Who had charge of that Bureau?—A. Commissioner Parker.

Q. Is Mr. Parker there now?—A. No, sir.

Q. Where is he?—A. I do not know.

Q. When did you resign?—A. I did not resign. I was discharged.

Q. Discharged for what?—A. My services were no longer required.

Q. Was that the reason given in your letter of discharge?—A. That was the reason given in my letter of discharge.

Q. Do you know Mrs. C. E. G. Colby?—A. Yes, sir.

Q. Is she any relation of yours?—A. She is my wife.

Q. Is she in the Pension-Office?—A. No, sir.

Q. Was she?—A. She is not in the Pension-Office.

Q. Was she in the Pension-Office?

The WITNESS. When, sir?

Mr. PAGE. In 1871.

A. She was in the Pension-Office a short time. I do not know whether it was in 1871 or not.

(Mr. Page read a copy of letter from E. S. Parker, Commissioner of Indian Affairs, dated July 24, 1871, addressed to Hon. B. R. Cowen, Acting Secretary of the Interior, which is appended to the testimony of this witness.)

The WITNESS. "Thereby hangs a tale." If the committee will allow me, I would like to have the privilege of explaining.

Q. I am informed that you stated yesterday—I was not present—that Mr. Chandler received a \$10,000 fee in this case?—A. I understood that he did. I did not state it as a fact.

Q. Do you know that he received it?—A. I have not stated that I knew it.

Q. How did you hear it?—A. One of the reasons given why they could not employ me was that there was no money to pay for such services. Mr. Williams thought I ought to volunteer from patriotic motives.

Q. But you did not propose to do that?—A. I did not propose to do that. I had sacrificed enough, almost my life, for the country, and I thought I had gone about far enough. I thought I had spent as much physical and brain strength as—

Q. You deferred it to this time, when you concluded to volunteer your services in giving information to this committee?—A. I did so, because I believed it was a committee to investigate the matter, that would listen and receive the truth as it was. Before that I was well satisfied that everything would be whitewashed over. I am not of the same political character with the chairman of this committee. I have always been a republican, and am still, but I believe the truth should come out, wherever it is.

Q. The reason you did not present this matter before is because you believed the committee would whitewash it over?—A. I believed they would do the same as the Attorney-General—smother the whole thing.

Q. You think this committee will not whitewash anything?—A. I do not know; I have faith in the members of it.

Q. I want to know where you got your opinion that Mr. Chandler received the \$10,000 fee.—A. It was in the room where Mr. Williamson and Major Craig were. Major Craig asked me if—

Q. Wait. You can answer where you got your information in reference to this \$10,000

fee. Who told you?—A. I understood from Major Craig that Mr. Chandler received a \$10,000 fee.

Q. Did he tell you that Mr. Chandler received a \$10,000 fee?—A. I told you I understood it from him; and he thought there ought to be some funds to pay me, if such was the case.

Q. Where is Major Craig?—A. I suppose he is on the Rio Grande. That is where his command is stationed, I believe. I think he has been promoted to lieutenant-colonel of the Tenth Infantry.

Q. All these things you have testified to are matters of record?—A. Everything is matter of record, except my intercourse with Attorney-General Williams. I simply give the committee information where the papers can be found, if not destroyed.

Q. Who was the Secretary of the Interior at the time of these transactions you mentioned yesterday, in regard to the sale of lands in the San Pete reservation in Utah?—A. Mr. Delano.

Q. You testified also on yesterday about the Cherokee neutral lands; that is a matter of record also, is it?—A. Yes, sir.

Q. Where are those papers to be found?—A. In the Indian Office.

Q. You were discharged five years ago next July from the Department?—A. Five years next August.

Q. Have you been in possession of all these facts during all this time?—A. Yes, sir; and more, too.

Q. When did you first notify any of the proper officers of the Government, or committees of the House of Representatives, in reference to any of these matters?—A. The first notice in reference to any of these matters was to Attorney-General Williams.

Q. What year was that?—A. That was in 1873. After the Wright matter had been transferred from the Secretary of the Interior, where it had been lying dead for two years. As soon as I ascertained the fact that it had been transferred to the Attorney-General—

Q. When you had this conversation you have just detailed?—A. Yes, sir; I did not volunteer to go to see him.

Q. Did you notify the Committee of Indian Affairs of the last House of Representatives?—A. I was not aware that the last committee or any committee of the House had had the investigation of frauds before them.

Q. You were disappointed, were you not, when you failed to receive your appointment as special attorney to prosecute Wright? You felt aggrieved and thought you were not treated right?—A. No, sir; I did not. I do not know that I took it to heart any at all. I do not think I did; in fact, I know I did not.

Q. You went there for the purpose of being appointed special attorney, did you?—A. I went there for the purpose of being appointed as an expert.

Q. Did you set any price upon your services?—A. I stated to the Attorney-General that I would allow him to fix his own price, but it must not be under \$100 a month; that I would accept one-half of the payment at the end of each month, and wait until I had brought about the result I had claimed I could, before I should be paid the balance.

Q. You demanded the \$100 a month as an expert or attorney to prosecute Wright?—A. It was to be not less than that.

Q. What did the Attorney-General say to that?—A. His excuse was, that there was no money.

Q. No fund out of which he could pay you?—A. No fund; he asked me to leave papers, briefs, &c., that I had prepared.

Q. Is W. E. Chandler an attorney at law?—A. Yes, sir.

Q. Is Williamson an attorney at law?—A. No, sir.

Q. What position did he hold in the Department of Justice?—A. He held the position of an \$1,800 clerkship in the Department of the Interior, but was simply detailed to the Attorney-General's Office.

Q. For the purpose of investigating and affording such information as he could to the Attorney-General in this case?—A. Yes, sir.

Q. In what court was suit commenced against Wright?—A. It was first commenced in the criminal court of the District of Columbia, and then there were other charges upon which he was tried in Saint Louis.

Q. And the Government failed in conviction both times?—A. The Government failed to make out a case.

Q. Were you subpoenaed as a witness?—A. No, sir.

Q. Did you ask to be subpoenaed?—A. No, sir.

Q. Was Mr. Williamson subpoenaed as a witness?—A. He traveled backward and forward a great many times; I do not know whether he was subpoenaed or not, but he was present at Saint Louis.

Q. Do you know of any clerks being discharged from the Interior Department for giving information of misconduct on the part of any officials of the Government?—A. I do not know of any clerk being discharged for that. I do not know of any clerk who would be so daring as to do it.

Q. Do you know of anybody being discharged for giving such information, or because they were in possession of such information?

The WITNESS. Is not that the same question over again Mr. PAGE. No; not exactly; it is rather in a different form. Just answer it anyhow. [The question was repeated.]

A. I do not. Please understand that I am not speaking of myself at all.

Q. Were you ever threatened, by anybody having authority to act in the matter, that if you did give any information that would inculpate any Government officers you would be discharged?—A. I was repeatedly reprimanded for what they called my zeal in behalf of these Indian soldiers.

Q. By whom were you reprimanded?—A. By the chief of the division in which I was.

Q. Who was the chief of the division?—A. Mr. Irwin was chief of the land-division, and Mr. Clum was the chief clerk.

Q. What position do they hold now, and where are they?—A. They are ex-clerks now.

Q. Where are they now, if you know?—A. I do not know Mr. Irwin's whereabouts; Mr. Clum is a claim-agent here in the city. He told me that I was manifesting too much zeal altogether in following up John W. Wright; that it was a subject that the Indian Office never had anything to do with in the first place, and it was not best to spend too much time upon it; still, the papers were referred to my desk, and I was obliged to act.

Q. Did he threaten you with dismissal or of reporting you to the Secretary?—A. No, sir; he made no threat at all.

Q. What position did Mr. Irwin hold?—A. He had an \$1,800 clerkship, and was chief of the land-division.

Q. Nobody ever threatened you with dismissal or that he would report you to the Secretary?—A. These reprimands implied threat; we all understand that.

Q. I want to know what was said; then we can tell what was implied.—A. I could not give the exact words that were used. I have stated what the chief clerk said, and that covers the ground.

Q. Do you regard that as an implied threat?—A. Yes, sir.

Q. That he said you exhibited too much zeal, and that it was a question that the Indian Bureau should not have had control of in the first place. And you regarded that as an implied threat of your dismissal?—A. That I should not press these things too much, when I would go to him for information, for him to point out what action I should take in sending for papers to the Treasury Department.

Q. That you regarded as an implied threat of your dismissal?—A. That I regarded as against the course I was taking.

Q. What did Mr. Irwin say to you?—A. Mr. Irwin could do nothing more than to repeat it.

Q. What did he repeat?—A. He gave his assent. I do not know that he said anything when I reported to him. We were obliged to report from one to another.

Q. What did Mr. Irwin say to you that led you to believe that it was an implied threat of dismissal on the part of Mr. Irwin if you did not change your course in reference to being zealous?—A. I cannot repeat the words that he said. I remember what Mr. Clum said to me.

Q. You do not remember what Mr. Irwin said to you?—A. No, sir; I do not remember the language that he used. There are things that are easily understood by a clerk in the Department without much being said.

By Mr. TUFTS:

Q. In regard to the matter of the appraisal of the land you mentioned yesterday, you do not claim to know that the appraiser was in collusion with Mr. Joy, but you have heard a rumor to that effect?—A. I did not claim to know it. As I stated, it was a general belief that he was, and the fact of his having been immediately appointed as Joy's agent and moving out there on the lands seems to confirm that belief. I stated in my evidence yesterday that I referred the committee to the documents on file in the Department to substantiate all I said.

By Mr. PAGE:

Q. Do you know of any other frauds on the part of any person connected with the Interior Department that you have not already stated in your direct examination? If you know of any, state them.—A. There is one little matter that I will mention. I tried to find the man this morning, in order to bring forward some proof to establish the fact, but he was absent. It was in regard to the supply of Indians with medicines at the time they were here. The druggist found some difficulty in getting his claim paid. In fact, he could not get his claim for the medicines that he had furnished until he happened to strike Mr. John Delano in the Interior Department. He put the bill through for him, or said he would; and did, in consideration of the druggist giving him \$100 in money. The druggist stated to this party that he was ready to go before anybody and state that fact.

Q. What is the name of the person who told you that the druggist paid John Delano \$100?—A. Joseph Campbell.

Q. Where is he?—A. He was a clerk in the Pension Office at the time.

Q. Where is he now?—A. I tried to find him this morning, but could not.

Q. When did you see him last?—A. About four or five days ago.

Q. What did he tell you that the druggist told him?—A. He was living with the druggist at the time.

Q. Do you know where he lives now?—A. He lives in the city, but had moved from his late residence when I called there this morning.

Q. Where was his residence?—A. At the corner of Seventh and I. streets. I shall take the trouble to find him.

Q. State what he told you.—A. He told me that he had a bill for medicines against the Indian Office; that bill was rejected; he had no show of getting his money, and could not get it until he had a conference with Mr. John Delano, who told him that he would get his money for him if he would give him \$100. He was obliged to make the sacrifice, and did give the \$100, and got his money for the medicine.

Q. What is the name of the druggist?—A. His initials I do not know, but his last name is Howard.

Q. Where is his place of business?—A. He lived then the second door from the corner of Seventh and I.

Q. Where does he live now?—A. He has moved to the corner of Seventh and I.

Q. Is that his place of business, or his residence?—A. That is his place of business. Mr. Campbell is my informant. He stated that the druggist would be willing to swear at any time. He complained bitterly, and thought it was a strange way of doing business in the Department.

Q. Do you know, of your own knowledge, of any other frauds in the Interior Department?—A. I have none to communicate to the committee further.

Q. If you know any, you must communicate them to this committee.

The CHAIRMAN. Just answer the question directly. Do you know of any other frauds?—A. I do not.

By Mr. PAGE:

Q. When did you first give this information that led to your being subpoenaed?—A. I do not remember the date.

Q. Did you give it to a member of this committee?—A. Yes, sir; to the chairman of the committee, Mr. Scales.

By Mr. WILSHIRE:

Q. What was the name of the Indian agent who informed the Interior Department of the frauds perpetrated by John W. Wright, which you have mentioned?—A. Major Craig; he was United States Indian agent at Fort Gibson.

Q. How did he give that information?—A. In official letters, directed to the Commissioner of Indian Affairs.

Q. You have heard read the letter of the Commissioner of Indian Affairs to the Secretary of the Interior, recommending your discharge as a clerk. Did you ever before this morning know the causes assigned for your discharge?—A. No, sir; my discharge simply stated that my services were no longer required. I wish to explain: Mr. Parker was absent in New York, purchasing goods, on the first of August, 1871. During the time I had been in the Office I had but one furlough for thirty days, but I only used twenty days, and returned to the Office and went to work, as my desk was crowded. I had the chills and fever, and I applied to Mr. Clum, who was Acting Commissioner, on the first of August for a leave of absence for thirty days. He gave it to me. I was sick from that time until the 14th—had a chill every day until the 14th, and knew nothing of my discharge. The discharge was dated on the 7th of the month, and I knew nothing of it until I was informed by a person calling at my house. After I got able to be out I came to the Office, and I asked Mr. Clum what it meant. He said, "I do not know anything about it all. Mr. Parker made the recommendation. He did not know you were on leave of absence. Mr. Parker made the recommendation that you be discharged."

Mr. PAGE. Your discharge, I will inform you, was dated July 24, 1871.

The WITNESS. The recommendation might have been made on the 24th of July, but the discharge was on the 7th of August, 1871. Mr. Clum informed me that it was probable that the Commissioner thought I was absent without leave, and had sent to my room and found me not there, and had taken it for granted that I was away without leave; that he had made no inquiry if I was on leave of absence. I went to the room of the Secretary of the Interior; he was absent. I went to the Assistant Secretary's room, and he was absent, in Ohio. The solicitor, Mr. Smith, said he was powerless to act in the case.

By Mr. WILSHIRE:

Q. Is that all the explanation you wish to make?—A. Further, I wish to say in reference to the charge in that letter that I neglected my duty, that it is wholly and totally false; that I was absent a less number of days from my desk than any other clerk in the land division of the Indian Office; that clerks repeatedly, from that division, would all go out, with the chief of the division, to drink, during the day; that I never, during the whole period that I was there, left the office, from 9 o'clock until 3 or 4, for such purposes. I would like to have the privilege of bringing an affidavit to file, in rebuttal of that evidence, from the chief of the land division, that I was in, who stated that I was the best clerk in that office.

WASHINGTON, D. C., March 18, 1876.

JOHN H. SMOOT sworn and examined.

By Mr. WILSHIRE :

Question. State your age, residence, and occupation?—Answer. I am forty-five years old ; my adopted residence is Wabashaw, Minnesota. I have been for years a clerk in various departments of the Government, and for some ten or twelve years in the Indian Office.

Q. When did you quit that employment?—A. I resigned February 26, 1873.

Q. In what capacity were you employed in the Department?—A. I was employed in the finance division.

Q. All the time?—A. Yes, sir ; all the time. I was a third-class clerk for ten years.

Q. I will ask you to state whether as clerk in the finance division of the Indian Department you know of any irregularities or fraudulent transactions that have occurred in that Department ; and, if so, state what they are.

The WITNESS. Do I understand you to say that irregularities would be fraudulent transactions ?

Mr. WILSHIRE. Any frauds or irregularities whatever?—A. I have no knowledge of any particular frauds—not to say frauds ; but as to irregularities, I suppose I know of many.

Q. State what they are. —A. I will state that many of the irregularities have been smoothed over by congressional action. Congress has appropriated money for transactions that have occurred which were irregular.

Q. State the transactions that you refer to as having been irregular, and state in what the irregularity consists, if you can do so.—A. I would have to call for some congressional documents or records to point them all out or name them.

Q. Are there any that you can name without making such reference?—A. I do not know that I could just think of them. I would like to ask the privilege of examining them.

Q. Before I get through with your examination I will specify and call your attention to them ; but I want now to ask the general question, can you call to mind any cases in which Indian agents have acted improperly in regard to any of their duties?—A. I cannot just now call to mind anything of that kind. I know of such cases, but I cannot think of them.

Q. If you know of them, you certainly ought to be able to state them.—A. I would like to state them correctly.

Q. State as far as you can remember.—A. I would not like to venture on making a statement. If I do, I want to make it correctly.

Q. You say that you know of some. What ones do you know? State those that you can safely and conscientiously. State any frauds or irregularities, either or both, on the part of agents ; what they are, and the names of the agents.—A. I cannot answer that question just now.

Q. Do you know of any transactions between any agent, special agent, or special commissioner and the Secretary of the Interior, that were wrong or fraudulent?—A. Well, I cannot answer that question.

Q. You do not know of any?—A. I think that I know of them, but then as to their being fraudulent, I would probably testify —

Q. You testify to the facts. State what you know.—A. Those are questions that I would want some time to think over.

Q. It has been some time since you were summoned here to testify.—A. But I have not had the least idea of the character of the questions you would ask me.

Q. Do you know of any combination between Mr. Delano, the former Secretary of the Interior, and Mr. E. P. Smith, the former Commissioner of Indian Affairs, for the purpose of perpetrating any frauds, or do you know of any frauds that were perpetrated by means of such a combination?—A. I do not.

Q. What was the occasion of your resignation? Was it of your own volition?—A. I resigned, of course, of my own free will. I was transferred from the Indian Office to the Pension Office, at the same grade I then held, third class.

Q. What was the occasion of this transfer?—A. The occasion of that transfer arose in consequence of a reply made by me to one J. P. C. Shanks, a former member of the Indian Committee of the House of Representatives.

Q. What was the nature of that reply?—A. It related to the accounts of one Douglas H. Cooper, down in the Indian country.

Q. Who was Douglass H. Cooper, and what was his position at the time?—A. He had been an Indian agent during Buchanan's administration, but had not been since some time in 1861.

Q. What was the nature of the reply that caused that action on the part of the Department?—A. Mr. Shanks had been designated by the Indian Committee to visit the Indian country, for the purpose of ferreting out frauds or irregularities in the Indian service.

Q. When was that?—A. I think he was appointed early in 1872. He discovered in his investigation the payment of a voucher for about \$135,000 to Cooper for these Indians, and he was informed that it was irregular and probably a fraud throughout. After he returned



to Washington he made inquiries at the office in relation to the matter, and his letter of inquiry was referred to me for answer. I hunted up the subject pretty thoroughly, found all the action that had been taken upon it, and wrote an official letter, in accordance with the facts, to Mr. Shanks. That letter was dated April 12, 1873, signed by the Hon. E. P. Smith, Commissioner of Indian Affairs, and addressed to Hon. J. P. C. Shanks.

Q. What was the subject-matter of it?—A. It was relative to the settlement of the accounts of Douglass H. Cooper.

By Mr. PAGE:

Q. Have you a copy of that letter?—A. I have not with me, but I have copies of the letter in my possession.

By Mr. WILSHIRE:

Q. Was a copy of the letter kept in the office?—A. Yes, sir.

By Mr. PAGE:

Q. And you have a copy of the letter in your possession?—A. I have a rough draught of it.

By Mr. WILSHIRE:

Q. State why you think that letter was the occasion of your transfer from the Indian to the Pension-Office.—A. If you will allow me, I will go on and state.

Q. Make your own statements.—A. The subject of the inquiry dated back as far as the settlement of the accounts in 1866. This particular voucher was duly considered by the Indian Office, and referred to the Secretary of the Interior for his sanction, approved by him, and the account transmitted to the Second Auditor of the Treasury and adjusted there. It was also sent to the Second Comptroller, and finally settled, say in 1867.

Q. That is the account of Mr. Cooper?—A. That is the account of Mr. Cooper. The purport of my letter of April 12, 1873, was that his account had been thoroughly examined in the Indian Office, and adjusted by the accounting officers of the Treasury, and had formed the subject of a report by Mr. Boutwell, then Secretary of the Treasury, in answer to a resolution of Congress. Three days after the 12th of April, 1873, Mr. Shanks brought that letter back; it did not suit his idea on the subject.

Q. Brought it back where?—A. To the Commissioner of Indian Affairs. The Commissioner then went to work and altered that letter so as not to accord with any facts that the records of either the Interior Department or the Treasury Department showed. The letter, after his interlineations, was submitted to me to be written over again, in accordance with Mr. Smith's idea. I declined to do so. On the 15th of April, 1873, that letter was again sent to Mr. Shanks, and it is now published in Mr. Shanks's report.

Q. The letter as changed?—A. Yes, sir.

Q. What was the nature of that change?—A. The nature of the change was to falsify the records of the Interior Department and of the Treasury Department both, so far as related to the subject. It was taking a position that was not in accordance with any of the facts.

By Mr. PAGE:

Q. You wrote the first letter?—A. Yes, sir.

Q. And then the Department demanded a change of that letter?—A. No, sir; Mr. Shanks wanted a change. The understanding was that the first letter did not suit his purpose. It did not make his apparent big fraud look so well as he supposed it would. He supposed he had discovered an immense fraud in the matter of Cooper's accounts. The letter of the 12th of April stated the facts just as shown by the records.

Q. And then Mr. Shanks came and wanted the letter changed?—A. He brought the letter back to Mr. Smith, and it was changed so as not to conform to any of the facts.

Q. By whose authority was it changed?—A. By the Commissioner, in his own handwriting.

Q. He wrote the letter of the 15th of April?—A. He interlined the letter of the 12th of April.

By Mr. WILSHIRE:

Q. Who was the Commissioner at that time?—A. Mr. E. P. Smith.

Q. What was the position of Mr. Shanks at the time you refer to?—A. I think he was chairman, then, of a subcommittee of the Committee on Indian Affairs, to investigate matters in the Indian Territory. I want now to show my position, or, in other words, how I happened to get out of the Indian Office. That thing is important. After that change was made it naturally, of necessity, involving Cooper as it did, led to some talk. It ran along from April to the following February. Mr. Smith sent for me and told me that it had been deemed proper to transfer me from the Indian to the Pension Office. I asked him why. He said it was one of those things that could not be explained. Then I wanted to know if my friends could not have it explained. I happened to have some friends, and I thought they might ferret the matter out. He then informed me that it related to the Cooper matter. I took the position then, that as I had been in the office so long, and knew all the duties thor-

oughly, that I would resign in preference to being transferred to an office the duties of which I know nothing about; and I did resign on the 26th of February, 1873.

Q. Were you afterward re-instated?—A. That leads to another matter.

Q. State when you were re-instated, and all of the circumstances connected with that.—A. After I resigned I looked over the whole transaction and considered that I had been absolutely injured. I then went to work and prepared and fortified myself against Mr. Smith; and not only against Mr. Smith, but Mr. Delano. I drew up some charges against those gentlemen that I deemed good.

Q. Charges that you thought could be sustained?—A. Yes, sir. After preparing these charges I was sent for and informed by Mr. Smith that if I would withdraw my resignation he would do better for me.

Q. After you had presented the charges?—A. I did not present them. It was after I had prepared them.

Q. Did they know that you had prepared those charges?—A. I am well satisfied that they knew it. Mr. Smith sent for me and told me to withdraw my resignation, or requested me to do so, and I sat down and wrote him a letter, to the effect that, in accordance with his request, I respectfully withdrew my resignation. He informed me then that he did not want it to appear as a request from him, but that I might withdraw the resignation without referring to him at all. I made the remark to him that it would show a break; it would look as though I did not understand my own business, to resign one day and subsequently ask to be restored. But I finally wrote the letter just in accordance with the way he wished it. They extended my time then, and paid me from the 26th of February until the 1st of May.

Q. Were you employed during that time?—A. I was not. I was paid without rendering any service. I may have worked a day or two, but for some eleven weeks I did no service.

Q. But you drew pay for that time?—A. Yes, sir.

Q. Did the Commissioner know that you were not rendering service?—A. I presume so. He must have known the fact.

Q. State, if you know, what was the reason for his doing that.—A. I think that beyond a doubt, he found out that he had placed himself in a wrong position in relation to the alteration of this letter. It had given rise to some considerable talk, and he wanted, if possible, to throw the blame upon me.

Q. Were you ever assigned to any special duty by the Department?—A. I was.

Q. State what it was.—A. I was appointed a special agent of the Pension-Office, I think on the 19th of May, 1873.

Q. What were your duties and where were they performed?—A. I was designated as special agent, and sent to Illinois, Iowa, and Wisconsin, and through that country, to investigate some claims. I think some three claims were given to me.

Q. Did you investigate them?—A. Two of them I did.

Q. What was the result of your investigation?—A. They did not amount to anything. There was no real proof—

Q. The result of your investigation, I understand you to say, then, was that there was no cause for investigation?—A. I would conclude that fact.

Q. What else did you do during that time, if anything?—A. That occupied my time from the 19th of May until, I think, the 14th of July, 1873, or, in other words, I was performing that service that length of time.

Q. State whether the records in the Office show the first letter of the Commissioner written by you under his direction to Mr. Shanks, and also the changes made by the Commissioner.—A. Yes, sir.

Q. The records show both?—A. Yes, sir.

Q. What compensation did you receive as special agent—anything in addition to your salary as a clerk in the Office?—A. I was appointed at \$1,200 per annum, and \$4 a day hotel-bills and traveling expenses,

Q. You received during this three months' time you speak of, in addition to your salary, \$4 a day and traveling expenses?—A. Yes, sir.

Q. How much did that all amount to?—A. I think that my hotel-bills and traveling expenses were about \$356; I do not remember the exact amount. That was exclusive, of course, of my pay.

Q. Do you remember the names of the cases you were appointed to investigate?—A. I do not.

Q. Where were the investigations to be made by you?—A. There was one in the city of Chicago, another one in Carlinville, Ill., and I cannot just think, now, where the third one was. At any rate, there were three of them; and two of them I reported upon.

Q. Was Congress in session during this time that you speak of?—A. Yes, sir; Congress adjourned, I think, the 17th or 18th of June; somewhere in that neighborhood.

Q. In 1873?—A. I am not certain whether it was in 1873. It was during the time that the Indian investigation was going on. It must have been two years ago.

Q. Was it during the last Congress?—A. Yes, sir; during the time the Indian investigation by the congressional committee was in progress.

Q. I wish you would refresh your memory a little upon the point of dates.—A. I think it was the first session of last Congress. That is my impression.

Q. If it was the first session of last Congress, then the time you speak of was from May until July, 1874?—A. Yes, sir.

Q. So you desire to correct the dates?—A. Yes, sir; I think Congress adjourned about the 17th of June, 1874.

Q. State if you know of any reason why you were sent away. Was it because the investigation was going on?—A. I do not know of any other reason; and probably the data that I had prepared in my own defense.

Q. That is to say, you think you were sent away because of your being in possession of information in regard to the Indian Commissioner; is that it?—A. That is just about what I concluded. Yes, sir.

By Mr. PAGE:

Q. Do you state that you were sent away for that purpose?—A. No, not positively; I think I was.

Q. You think you were sent away because you thought you might be used before an investigating committee?—A. Yes, sir.

By Mr. WILSHIRE:

Q. Was any other person except the Commissioner of Indian Affairs instrumental in having you go away, that you know of?—A. Yes, sir.

Q. Who was he?—A. There was a gentleman by the name of A. H. Wilder, who was rather instrumental in it.

Q. State to what extent he was instrumental, what he did, and his reasons for it, if you know.

The WITNESS. Do you mean going away at the time I was appointed special agent?

Mr. WILSHIRE. I mean your being sent away from here, or anything that relates to it. State fully all you know about it.—A. I suppose I might just as well.

Q. You know what you know; just tell us what you do know. I do not want you to state anything except what you do know.—A. Of course not. Mr. Wilder came to me on one occasion and asked me—I do not remember the date—

By Mr. PAGE:

Q. Who is Mr. Wilder?—A. Mr. A. H. Wilder is from Saint Paul, Minn.

Q. He came to you and said what?—A. That he desired to see me that afternoon, at 4 o'clock. I cannot remember the date. At 4 o'clock that afternoon, in accordance with promise, I called upon him. I sent my card up to his room, and was invited up; in going up to his room, Mr. E. P. Smith, Commissioner of Indian Affairs, came down.

By Mr. WILSHIRE:

Q. Came out of Mr. Wilder's room?—A. Yes, sir. After sitting with Mr. Wilder a short while, he gave me the sum of \$300, and asked me if I could leave town that night. I told him I did not think it would be convenient for me to do so, as I had some little preparations to make. But I did leave the city the Sunday night following. I went to the city of Chicago and staid there until the 14th day of May. On the 14th of May, at night, I started for Washington again, and arrived here on a Saturday morning, and on the following Monday morning I was appointed special agent of the Pension-Office, to leave immediately.

Q. To go where?—A. To go to Illinois, as I have said.

Q. Was this investigation still going on at that time?—A. Yes, sir.

Q. What conversation had you with Mr. Wilder in regard to your going, and in regard to the payment of that money?—A. I do not remember what it was particularly.

Q. Did he have any conversation with you in reference to anything that you could testify to?—A. I do not think so. No, sir.

Q. What was it that caused him to give you the \$300 and send you away?—A. That must be matter of inference, I presume.

Q. If you know anything, state what it is, or at least state all the facts, and then the committee can draw its own inferences.—A. I cannot think of anything more than I have remarked in relation to the charges I had prepared.

Q. Did those charges relate to Mr. Wilder in any way?—A. Not only to Mr. Wilder, but quite a number of others.

Q. State who the others were.—A. That would be impossible for me to state who they were. Of course, Mr. Smith and Mr. Delano.

Q. You prepared the charges, did you not?—A. Yes, sir.

Q. Can you not remember whom you implicated in the charges?—A. I speak of Mr. E. P. Smith, Mr. Delano, and Mr. A. H. Wilder.

Q. Do you remember any others?—A. I could name Mr. Merriam, and probably Mr. Kelley; there were quite a number of them.

Q. State their full names.—A. I do not know Mr. Merriam's first name. Mr. Kelley's initials are P. H.

Q. Where does Mr. Kelley live?—A. Mr. Merriam and Mr. Kelley both live in Saint Paul, Minn.

Q. State the nature of the charges that you had prepared, and that you say you thought you could have established against all these parties.

By Mr. PAGE:

Q. Have you a copy?—A. No, sir; I have a rough draught of a portion of them; but those charges as completed were delivered up by me.

By Mr. WILSHIRE:

Q. To whom did you say you delivered up the original complaints that you say you prepared?—A. I will answer the question, but it is rather breaking the connecting link altogether. I delivered them to one James H. Baker, formerly Commissioner of Pensions.

Q. What was the occasion of your delivering up those charges? What induced you to do it?—A. I delivered them up to Mr. Baker on his representations, when justice had been dealt out to me, as I thought.

Q. What do you mean by justice having been dealt out to you?—A. The best plan I presume would be for me to go right along. After the 16th July, 1874, I was continued right along here in the city without doing one day's work from the 16th or 17th of July, 1874, until some time about the 8th or 10th of February, 1875, when I returned from my special agency and reported here and asked for designation to duty.

Q. Do I understand you to say that you were out of the Office during that time?—A. Yes, sir; that entire time.

Q. Were you paid for that time?—A. I was.

Q. Paid by the Indian Bureau or the Department?—A. By the Pension Bureau.

Q. Did you ever have any conversation with Mr. Smith in regard to those charges?—A. No, sir; I have written Mr. Smith several communications in regard to matters between himself and me. He had very strong prejudices, which I tried, in a manly way, to induce him to believe were not altogether correct. In that way I think probably I wrote Mr. Smith half a dozen letters; but I have never had any conversation with him personally.

Q. Why was it that Mr. Baker interested himself in procuring those charges from you that you had prepared against Mr. Delano and Mr. Smith?—A. I selected him, being a Minnesotain and friend of mine, as a kind of referee. He appointed a time for me to meet him at his house and read over those charges. I met him and read them over, so that he thoroughly understood them. He proposed to me to leave them in his hands. I said "no." He then wanted to know if I would not put them in his desk, and lock them up and take the key. I made the remark that I thought that was rather risky; that there were too many keys that would unlock a desk, and I had better hold on to them myself. The next morning he sent for me, and wanted to know if I would place those papers on deposit in a bank; I did put them in an envelope and sealed them up, and deposited them in the Second National Bank for five days, the time specified within which he was to accomplish my restoration, or benefit me in some substantial way. At the expiration of five days I withdrew those papers; I believe his remark to me was that Mr. Delano considered that, as I had lifted the club, he was ready to fight, or something of that kind.

Q. What followed that?—A. Then follows this line of my going out of town, and going to Chicago for a certain number of days, and coming back and being appointed special agent, and then my being around town for six or seven months, drawing my pay and doing no work. Some time in February, 1875, I was notified to resume work or resign.

Q. During this time, at what period was it that you delivered up those papers to Mr. Baker?—A. It was probably the first week in March, 1874. Did you say when I delivered up the papers?

Mr. WILSHIRE. To Mr. Baker.

The WITNESS. I did not understand it in that way. When I delivered up those papers, it was the 8th day of April, 1875. I was thinking about the first time when I went off.

Q. Was there any person, other than Mr. Wilder, who had anything to do with your being sent away at the time you refer to?—A. Mr. John T. Averill, my member of Congress at that time, had me appointed to a special agency, and sent off immediately.

Q. Did he do that at your request?—A. No, sir.

Q. Do you know at whose request he did do it?—A. I have no idea. I came here on Saturday morning, and I met him on Sunday, and walked with him a mile or two, and he told me he would obtain for me, on Monday morning, the special agency, which he did.

Q. Did he assign to you any reason for it?—A. No, sir.

Q. It was a matter of personal friendship?—A. It might have been personal friendship, but I presume it was a matter that related particularly to this investigation that was going on.

Q. What connection had Mr. Averill with this investigation?—A. He was chairman of the committee making the investigation. I think Mr. Adams, of Kentucky, was chairman of the subcommittee making the investigation. Mr. Adams is the present Clerk of the House.

Q. You do not know of any other persons at whose instance you were sent away from here?—A. No, sir.

Q. In regard to the Wilder matter; have you any reason to believe that there was any

unusual cause for his giving you this money to go away?—A. Well, sir, I had not asked him for it. I suppose it was rather unusual.

Q. You did not ask him to let you have the money?—A. No, sir.

Q. Did you say to him that you were in need of money?—A. No, 'sir.

Q. He gave it to you unsolicited?—A. He came to me—I was at my breakfast at the time—and had a few minutes' conversation, and wanted me to call on him in the afternoon, which I did. I had not proposed to him to give me any money.

Q. What connection had Mr. Wilder with the Indian affairs, that you know of, at that time, or before?—A. Before that date, and subsequent to that date, he was a very extensive contractor.

Q. Contractor for what purpose?—A. He was furnishing flour, beef, and miscellaneous articles of all kinds; cattle, &c.

Q. Did you, at that time, know that his transactions as contractor were the subject of investigation by the Indian Committee, or the subcommittee?—A. Yes, sir; his actions in connection with Smith and all those contractors were the subject of investigation.

Q. Do you know that he knew at that time that his transactions as contractor were the subject of investigation?—A. I have no doubt of it; he was here.

Q. Do you know of any other contractors, or agents, or employes of the Government, who were the subject of that investigation?—A. There were a great many of them, I presume, who were so considered at the time. Mr. Bosler, Wilder, Kelley, Merriam, and a great many of them, were being investigated at that time.

Q. Were there any facts within your knowledge that related to the contracts of Mr. Bosler?—A. In a general way I presume there were.

Q. What information had you that would have been useful to that committee?—A. I do not know that I had anything in relation to Mr. Bosler, so far as it related to contracts.

Q. Had you anything that related to him in any way?—A. I would like to look over my memoranda to find out.

Mr. WILSHIRE. I will ask you to charge your memory with that question and look it up, because you will be called again and I want you to bear that in mind, and be prepared to answer it at another time.

Q. I will ask you if you have any knowledge of the Indian Commissioner changing the records of his Office in any other case except the one you have mentioned?—A. I do not know of any. It has been some time since I thought of those things, having been out of the Office nearly two years.

By Mr. PAGE :

Q. Were there any changes made?—A. That brings me to a question in regard to a gentleman by the name of A. B. Meacham.

Q. I ask you if the records of the Office were changed.—A. The record was changed in this way: That the letter of the 15th of April, 1873, superseded the letter of the 12th of April.

Q. What I want to know is this: Whether the subject of the letter was not changed, and not the records of the Office. Were the record-books, or anything on record in the Office, changed by Mr. Smith, or by his orders, to conform to the second letter?—A. The first letter was canceled.

Q. I am not speaking about the letters. I am speaking about the records of the Office from which the letters were gotten.—A. O, no; the records were never changed. The records of the Office show just the reverse of what the letter would.

By Mr. WILSHIRE :

Q. I will ask you if letters written by the Indian Commissioner or any officer of the Department are not made a matter of record?—A. Yes, sir; every letter.

Q. Then the changing of the letter was the changing of a letter-record, was it not?—A. It was a changing of the subject of the first letter, of course. The letter written three days afterward does not conform in any particular to the letter written on the 12th.

Q. I understand you to say that the second letter dictated by Mr. Smith, at the suggestion of Mr. Shanks, was not in accordance with the facts, as shown by the records of the Office.—A. Yes, sir.

Q. Do you know of any other changes of that kind being made, or any other changing of records?—A. I might allude to a change made in the action of the Office in the case of a man by the name of A. B. Meacham, who was formerly superintendent of Indian affairs for Oregon, and was one of the special commissioners appointed to negotiate with the Modoc Indians.

Q. State what you know about that.—A. Mr. Meacham having been superintendent of Indian affairs, had failed to account to the Government for a sum of money ranging from probably \$10,000 to \$15,000, with which he stands charged now. His accounts for his services as special commissioner were submitted to the Office, allowed, and transmitted to the Treasury to be paid to him personally. The accounting-officers of the Treasury, observing the old rule that where a man was in debt to the Government not to make payment to him, carried the account to his credit. This was not at all satisfactory to Mr. Meacham. He wanted his money. The account was held back in that way for probably twenty days. He was then receiving \$10 a day as commissioner. The Interior Department withdrew Mr. Meacham's account as special commissioner from the Treasury Department, and allowed him the time he

had been lying there—twenty days, at \$10 a day—so as to bring it within the action of the Department again, and they subsequently, after they knew the facts, and when they knew the position the Treasury Department had taken, ordered Mr. Joseph, the disbursing-officer of the Interior Department, to pay Mr. Meacham, which he did.

Q. Did that claim include the \$10 per day?—A. Yes, sir. The claim was increased that much.

By Mr. PAGE:

Q. He was paid the full amount?—A. Yes, sir.

By Mr. WILSHIRE:

Q. Did the officer who ordered that payment know that Mr. Meacham was in default to the Government?—A. That was the objection made at the Treasury Department, and they were fully advised of it before withdrawing the account.

Q. Who ordered that paid?—A. Mr. Smith was Commissioner at the time, and Mr. Delano was Secretary, and both of them, I think, approved it.

Q. Did they know of Mr. Meacham's being in default to the Government?—A. I have no doubt but that representation was made, because that account hung twenty days and odd, and they were made aware of the facts before writing to the Auditor to withdraw the account.

Q. Are there any other matters of that kind that you know anything about?—A. I have one or two, probably, in relation to Mr. Shanks, but I would not like to speak of those without knowing the dates and amounts.

Q. Can you state about the time?—A. I would prefer going to the Office and getting the matter. I can get it easy enough.

Q. You know what year it was in, do you not?—A. Yes; it was in 1873 or 1874.

Q. State what you know about it.—A. If you would give me the privilege, I would rather speak of it intelligently. I would like to know just what amount it was, and testify intelligently to all the points.

Q. You can state the facts in regard to the improper acts of the Department, and the records will show the balance, will they not?—A. Yes, sir.

Q. State what you know that the records do not show. Give us such data as will enable us to get the records. You need not confine yourself particularly to dates, unless you know them.—A. I would not like to go to work and testify to something about which I might be mistaken.

Q. State what you do know now about it, and, if necessary, we will give you time to find out the balance if we want it. State what you can with satisfaction to yourself.—A. Mr. Shanks has two accounts there for services as special commissioner during the time he was a member of Congress, and I think he was not only paid a per diem of \$10 or \$7, but traveling expenses; but I would greatly prefer to look at the matter and be certain of it before I give it as a matter that will go beyond my reach.

Q. Do you want to consult the records of the Office or some other matter of your own?—A. I have memoranda, I think, and I would also like to consult the records, to be sure of what I am testifying to.

Q. What was the nature of the service Mr. Shanks was on during this time?—A. It was connected with his business as a member of the Indian committee. He had a great habit of having himself designated, during the vacation or summer season, to travel around the country on Indian matters.

Q. Was he appointed to do so by the Indian Department?—A. I should think that the appointment emanated from the Commissioner, and it was always approved by the Secretary, of course. It arose in the Interior Department.

Q. You say there were two accounts presented by him?—A. Yes, sir.

Q. You think one was in 1873 and the other in 1874. Do you remember the amount that was paid to him by the Department upon either of those accounts, or both?—A. That is why I would like to ask the privilege of posting myself thoroughly. I think it was in the neighborhood of \$2,000 on both accounts; probably \$1,200 on one account and \$600 or \$700 or \$800 on the other.

Q. State what you know in regard to the settlement by the Indian Commissioner of the accounts of any contractor.—A. From the number of years I was in the Department, I presume I ought to be thoroughly familiar with that business.

Q. If you know of any improper settlements that were made, or settlements of unjust accounts, state fully.—A. I cannot call to mind what you call unjust accounts. I can say that I have known cases where there has been a great difference of opinion in relation to the settlement of a great many accounts.

Q. State what the difference of opinion was, and who the claimants were.—A. That, Mr. Chairman, would be more than I could just now remember.

Q. I will ask you, then, particularly, if you know anything about the settlement of an account of J. M. or J. W. Bosler.—A. He had thousands of accounts. Is it any particular one?

Q. Do you know of any that were settled that you know to have been wrong, or that

you had reason to believe were wrong? If so, state your reason for so thinking.—A. Those are very particular matters, and I would like to speak of them definitely, and know just exactly what I say before I say it.

Q. I do not ask you to say anything that you do not know, but I want you to state what you do know about it.—A. Can I not ask the privilege to have my time extended a little on that, to enable me to look over the matter? I would like to post myself as to the law of which it was in violation, &c.

Q. It is not material as to the law. Just state any facts that you know, and we will make the application of the law to it, and determine whether they are frauds or not.—A. I would like to have a little time, just to think that matter over. I do not want to do any injustice to anybody, and yet I want to testify correctly about it.

Q. Let me see if I cannot refresh your memory a little on that subject. You were in the Office before Mr E. P. Smith came there?—A. Yes, sir.

Q. You know something about the transactions of his immediate predecessor as Commissioner?—A. Yes, sir.

Q. I will ask you again to state any fact that you know relative to any action of Mr. E. P. Smith or any of his predecessors, in regard to the approval and settlement of any contract for the furnishing of any kind of Indian supplies or transportation, and particularly with reference to Mr. J. M. or J. W. Bosler.—A. I do know of transactions there; but I must say that I want a little time to get day and date. I want to know something about that. It may be ahead of the law enacted on that subject, and it may be afterward. I would like to know that first. There was a law passed in 1869 or 1870, I think, that would have prohibited payments. I want to know whether that claim was paid subsequent to that law. I think it was, and I want to be thoroughly posted on that subject.

Q. It is not the law I want to get at. We can get that from the books. What I want is the facts. Now what was done?—A. The point I make is this: that probably there is no objection to the claim whatever, if it was allowed and paid before the law I speak of was passed; but if it was paid after that law was enacted, then there may be some objection.

Q. What law do you refer to?—A. It is a law in relation to calling upon the Departments to submit all claims of a depredation character to Congress prior to payment.

Q. That has no reference to contracts, because a claim growing out of a contract is not a depredation claim.—A. The claim I speak of is of that peculiar character.

Q. I am interrogating you particularly upon contracts?—A. I do not know.

Q. Do you give it as your answer that you do not know of any such transactions?—A. It may have been under a contract. He was then under a contract to furnish beef. But this particular claim that I think of, while it was in the nature of a contract, may not have had a general contract bearing.

Q. What kind of a claim was it?—A. It was a claim of the character, for instance, of a stampede of cattle; where they were never recovered, or something of the kind.

Q. Did Mr. Bosler ever present a claim to the Department for loss of cattle by being stampeded?—A. I think so.

Q. Are you certain of it?—A. I am.

Q. State the nature of that claim.—A. I have a pretty general idea of what that claim was, but at the same time I do not feel disposed to make a statement that I might not be sustained in, so far as the records are concerned. I can go to the records and refresh my memory on the subject of that claim thoroughly.

Q. You have an impression about it, have you not?—A. Yes, sir.

Q. State that impression.—A. I have given that—that it was a claim of a character where the cattle had been stampeded.

Q. What was its amount, as near as you can remember?—A. I think it amounted to \$30,000 or \$40,000.

Q. Was it allowed and paid by the Interior Department?—A. It was.

Q. When was that done?—A. That brings me right back. It was either in 1870 or early in 1871, I am not sure which. It might have been before that. I want to protect myself on that particular point.

Q. Understand me. I do not want you to tell what you do not know, but you can tell as nearly as you can remember. Do the records in the Office show that?—A. Yes, sir; the records of the Office show the allowance of the claim, &c.

Q. The records of the Office will show the date it was paid, too?—A. Yes, sir.

Q. Do you know of any other claims of that character that were allowed and paid by the Department?

The WITNESS. Claims that should have been submitted to Congress, before payment, do you mean?

Mr. WILSHIRE. Any claims that were improperly allowed and paid. Yes, of course; if the claim should be submitted to Congress that would be one of them; but any other class of claims that were allowed by the Department, in favor of any person, and particularly in favor of Mr. Bosler.—A. I cannot think of the names of parties, but I remember quite a number of claims that were paid to an attorney by the name of General Charles Ewing. Those claims came under that same law.

Q. Claims that were prosecuted before the Department by Mr. Ewing?—A. Yes, sir. I do not remember any others in Mr. Bosler's case. Mr. Bosler had a great many claims paid there—hundreds, and you might say thousands—but I do not remember of any other than the one I allude to.

Q. State whether any contractor obtained from you any statement, verbal or written, of certain information of facts in relation to frauds or irregularities in the Indian Department.—A. I do not know of any such.

Q. I will ask you if Mr. Wilder did not obtain from you such information?

The WITNESS. Obtain from me information in relation to frauds?

Mr. WILSHIRE. Yes.

A. Well, sir, I cannot call to mind that he ever did.

Q. Did you ever prepare a statement in relation to frauds or irregularities in the Interior Department and furnish the same to Mr. Wilder, Mr. Bosler, Mr. Merriam, or Mr. Kelley?—A. I never did. I prepared a statement, but never furnished it to either of those gentlemen.

Q. To whom did you furnish it; to any one?—A. That statement I did prepare I gave to Mr. Baker.

Q. You never prepared any other statement in regard to these matters?—A. Not to my knowledge; I do not remember anything of the kind.

Q. I will ask you if any of the four gentlemen whose names I have mentioned ever asked you to deliver that same statement that you turned over to Mr. Baker to them or either of them?—A. I think not.

Q. Did you ever give any information verbally, to any person, in regard to these matters, any of these contractors or parties interested in any investigation?—A. I have no doubt but what I have spoken to a number of my friends, in a social way.

Q. Do you mean by that that you gave it to any of the contractors, Mr. Bosler, or Mr. Wilder, or any of the others?—A. No, sir; I have talked socially to those men, but I do not think that I ever gave them any particular information.

Q. Did either of those gentlemen, or any other contractor, ever ask you to withhold any information which you had?—A. I do not think they ever did.

Q. Can you furnish this committee with a copy of the papers that you say you delivered to Mr. Baker?—A. I think I can, to a very great extent; I do not know about furnishing the full statement, short of getting it from Mr. Baker, if he has it. Possibly he has those papers. He obtained them from me, with the understanding, however, that he should destroy them. I do not know that he did destroy them.

Q. Do you remember the charges made in that statement well enough to be able to restate them, or some of them?—A. I think I could, probably in every particular. I know that I have the greater portion of them in rough-draught condition.

Mr. WILSHIRE. I will ask you, then, to furnish the committee with that rough draught.

Q. What year was that claim of Bosler's for cattle stamped presented to the Department, according to the best of your recollection?—A. It may have been 1869; it was either 1869 or 1870, I am not certain which. I can thoroughly post myself on that subject, however.

Q. Do you know anything of the conduct of the Indian Office in regard to letting the contracts for Indian supplies or transportation?—A. Only in a general way—that they advertised for proposals, and, as a general thing, let the contracts to the lowest responsible bidder.

Q. Do you know of any frauds perpetrated by the Department, or any favoritism to particular persons, in the letting of those contracts?—A. Such cases have occurred, but I do not particularly know the parties now. I know that such things have occurred in the Department; for instance, a few days ago, in Mr. McCann's case. Here and there there have been occurrences of that kind.

Q. Do I understand you to mean that contracts have been awarded to others than the lowest bidders?—A. Yes, sir; in some cases.

Q. With the intention, on the part of the Department, to favor particular persons?—A. It would appear so; I would suppose that to be the case.

Q. You draw that inference from the fact that contracts were frequently let to those who were not the lowest responsible bidders?—A. Yes, sir.

Q. What has been the practice of the Indian Department in paying accounts since the establishment of the Board of Indian Commissioners; has it been to pay wholly upon the approval of that board?—A. No, sir; there are any quantity of cases in which accounts have been paid when the board did not approve of them, by being overruled by the Secretary.

Q. Have there been accounts paid that were disapproved by the Board of Indian Commissioners?—A. I think there were quite a number of cases of that kind, where the Board of Indian Commissioners have written out their opinion in opposition to an account, and it has been overruled by the Secretary and paid.

Q. Can you name those accounts?—A. The best way to get at that would be to refer to the report of the board. You will see any quantity of cases mentioned in that report. However, if you will give me an opportunity, say until Monday, I can name them.

Q. Name any that you can now, and then we can go to the records.—A. I might refer to



the case of Mr. Wilder, who was paid \$79,000. I think the action of the board was adverse to the payment of that claim.

Q. When was that payment made?—A. I guess it must have been in 1873.

Q. What was the claim for?—A. For cows, horses, &c.; live stock.

Q. Does that appear in their report?—A. Yes, sir; they have a marginal note, showing every account approved or disapproved.

Q. In the report of what year would that be found?—A. I think their report to last Congress. I can furnish you the information by Monday.

Q. Do you remember of any other cases of that kind?—A. I do not recall them to mind now, but there are any quantity of them.

Mr. WILSHIRE. I wish you would take the pains to refresh your memory by such references as you may make so as to enable you to give us others.

Q. Are you personally acquainted with Mr. James H. Baker, of whom you have spoken, and Mr. Columbus Delano, formerly Secretary of the Interior; if so, how long have you known them?—A. I have known Mr. Baker several years, probably for the last eight years. Mr. Delano I have been personally acquainted with for the last three years, more particularly in the last two years.

Q. Did you ever have any conversation with those gentlemen or either of them on the subjects upon which I have interrogated you this morning?—A. Yes, sir.

Q. State what that conversation was.—A. I cannot say any more than in a general way that they were both familiar with everything that I have testified to this morning; both of them know the subject just as well as I do.

Q. Did you ever have any conversation with Mr. Delano or Mr. Baker in relation to your resignation?—A. That subject has been talked of to both of them more than once.

Q. Have you stated all your conversations with Mr. Baker on the subject in your former statements here?—A. I think so.

Q. Then, I will ask you to state what conversations you have had with Mr. Delano on the subject.—A. With Mr. Delano, it was in relation to my restoration, and not only to the position I formerly occupied, but as to my promotion.

Q. State what the subject of the conversation was and what propositions, if any, were made by either party.—A. Mr. Delano, on the 8th of April, 1875, I think it was, sent for me and told me he was satisfied that injustice had been done me, and that it was his purpose to restore me to my former position. He made inquiry in relation to it, and found that while the place itself was open, the amount appropriated for the position had been used by Mr. Smith in the promotion of some ladies. He said, however, he would do the best he could for me, and sent for Mr. Baker and asked Mr. Baker to look over his record and find out what positions were open and to see how far back they extended, and he told me that he would do the best he could for me in the line of promotion. I was then getting pay on my special agency, simply at \$1,200 a year. In a few minutes Mr. Baker reported that the only vacancy that he had was one of \$1,400, extending back to the 1st of January; (this conversation was on the 8th of April.) Mr. Delano ordered him to give me that promotion, and date it from the 1st of January, which he did.

Q. And you drew your pay from the 1st of January, but was appointed in April?—A. I was promoted in April. He then gave me new assurance that, in thirty days from that date, he would give me a \$1,600 place, which I subsequently received.

Q. What was the inducement for Mr. Delano to treat you thus kindly?—A. I cannot say just why it was.

Q. Have you not some belief about it?—A. Yes, of course I have. The belief runs to the main point—

Q. That you were in possession of facts which it was best not to have known; was that it?—A. Yes, sir; that is the only view I can take of it. While I knew that they had acted very unjustly toward me, that was my only remedy—to right myself.

Q. I will ask you to state why it was, if you know, that Mr. Wilder gave you the \$300 to leave here and go to Chicago.—A. I believe you have asked that question before, and I think I answered that I was not aware just why he did so, but it was supposed that it was in view of the fact that I had a certain line of charges, and probably the inference might be that it would come before this Indian Committee.

Q. Was there any particular relation existing between you and Mr. Wilder of a friendly character that would induce him to do a thing of this kind?—A. He was a very particular friend of mine. I cannot imagine that he would hunt me up and ask me up to his room at a certain hour, and give me the sum of \$300 in order to leave town that night—

Q. Did he require you to go to Chicago or any particular place?—A. No, sir; just to go to the West; my home was in the West.

Q. Had you any business to take you to Chicago?—A. No, sir.

Q. Do you know anything about the settlement of any of Mr. Wilder's accounts or the settlement of any accounts involved in the charges you state you had prepared?—A. I think so.

Q. Was he acquainted with that fact at that time?—A. I have no idea that Mr. Wilder knew all the contents of those charges at all. He was fully advised that I had charges, but as to the purport of them I don't think he was aware. One of the charges I know I had

against him was relative to the account I have just referred to, of \$79,000 for cows, horses, &c.

Q. You state it as your belief, then, that he gave you those \$300 to have you go away in order that you might not be made a witness before the Committee on Indian Affairs, which was then investigating those subjects?—A. I am undecided upon that point; the inference—

Q. I ask you for your belief.—A. It looked that way; yes, sir.

Q. You stated a while ago that Mr. Averill, who was chairman of that committee, had assisted in getting you a special appointment to go away from here?—A. Yes, sir.

Q. Did Mr. Averill manifest any particular interest or desire to have you leave?—A. Nothing more than I have already related, that he secured the appointment without any trouble. Those things are not always obtained so readily. In an hour after he made his application I had my appointment as special agent.

Q. Did he inform you beforehand that he was going to do it?—A. Yes, sir.

Q. How long before?—A. One day before. It was on Sunday that he told me, and on Monday morning I had my appointment.

Q. Did he manifest any anxiety to have you go? Did he hunt you up from place to place?—A. No, sir; I accidentally met him on Sunday, and his inquiry was what brought me back, and I think he made the remark that I could not stay, or something of the kind; and he said he would get me a special agency on Monday. I do not remember the exact conversation that occurred between us. Those places, as a general thing, are not so readily obtained.

Q. Had he anything to do with getting you these positions in the Department subsequent to that time you refer to?—A. He acted as my friend, and I think he had several interviews with Mr. Smith and Mr. Delano.

Q. Is your home in Minnesota?—A. Yes, sir; I claim that as my home.

Q. Is it in Mr. Averill's district?—A. It was in his district at that time. That was before the State was redistricted.

Q. I will ask you if Mr. E. P. Smith ever manifested any desire for you to get away, beyond the fact of his appointing you as a special agent?—A. He never did to my knowledge.

Q. Did he ever have any conversation with you on the subject?—A. No, sir; I never had any conversation with Mr. Smith after leaving the Office.

Q. Did you ever have any conversation with Mr. Wilder about it?

The WITNESS. As to my leaving town?

Mr. WILSHIRE. Yes, except at the time he gave you this money. Did you at any other time have any conversation with him?—A. I do not remember.

Q. I mean relating to this matter. Did you ever have any conversation with Mr. Bosler relating to the subject of your going away?—A. No, sir.

Q. Did you ever have a like conversation with F. B. Hooper & Co., or any of the members of the firm?—A. No, sir; I know Mr. Hooper, but I never spoke to him on the subject.

Q. Did you ever have any such conversation with any of the firm of Lord & Williams?—A. No, sir; those men are all Arizona men.

Q. Did these parties or any other persons except Mr. Wilder give you money for the purpose of sending you away?—A. No, sir.

Q. Do you know anything about the management of the Chippewa agency while Mr. Smith was the agent?—A. No, sir.

Q. Do you know any thing about his accounts as agent?—A. Mr. Smith's accounts were one of the charges I had at that time. At that time Mr. Smith was some \$300,000 behindhand, for which he had not accounted for a cent.

Q. Was that at the time of his being appointed as Indian Commissioner?—A. Yes, sir.

Q. Was that known to the Interior Department at the time he was appointed? Was it on the records of the Office?—A. The records of the Office showed the fact that when he came in as Commissioner he was some \$300,000 behindhand.

Q. State if you know what disposition was made of those accounts.—A. During the time he was Commissioner of Indian Affairs he was adjusting his own accounts as agent, settling them up, one by one. He was settling them up quarter by quarter to his satisfaction, and would have them adjusted by a clerk below.

Q. By a clerk in his Office?—A. By a clerk in his Office. In other words, he manipulated the whole thing, and arranged it and fixed it to suit himself.

Q. Are there any particular facts in connection with that settlement that you can call to mind, and can now give the committee?—A. I cannot. I have at all times expressed the desire to have a look at those accounts. I would like to have a look at them once, just for the fun of it.

Q. Are you familiar enough with the manner of adjusting those accounts to be able to detect any improper adjustment of them if you had an opportunity to examine them?—A. I think I might, after an experience for a great many years as examiner.

Q. That was your duty while you were in the Office?—A. Yes, sir; that was my duty for a long time.

Q. I have particular reasons for interrogating you pretty fully in reference to those beef-contracts. I believe you stated one matter in regard to Mr. Bosler, but did not fix the dates

exactly, though you said you could do so by Monday. I want to ask you with reference more particularly if you know or have reason to believe that there were any other transactions except that one that was fraudulent, wrong, or improper.—A. I do not know of any other in just the way you use the terms wrong or improper. There may have been many of them that may have been improper, or something of the kind, but not wrong.

Q. I am asking you what you know about it.—A. I do not know.

Q. So I understand you to say that you don't know of anything wrong with reference to Mr. Bosler or his contracts at Indian agencies, except what you have stated?—A. That is all I know.

Mr. WILSHIRE. The reason why I ask those questions in that specific manner is, that I have heard it stated that there was a desire on the part of some member of this committee to shield Mr. Bosler, and therefore I propose to be very particular about the examination as to him. I want everything that you know.

The WITNESS. I have heard the same remark several times.

By Mr. BOONE:

Q. You spoke of some cattle being stampeded. I want to ask you if you know who stampeded these cattle?—A. I have no idea. Those are the facts represented in the papers.

Q. Was it stated where the stampede was?—A. That I want to post myself upon, and I have asked the committee to allow me to do so.

By Mr. PAGE:

Q. You have stated in your examination that General Averill procured this appointment for you as special agent. Do you know at whose request he did it?—A. I suppose it was his own free will. I do not know of anybody else.

Q. Did he talk to you about any investigation before this committee when he spoke to you about getting your appointment?—A. We had a great many talks. I don't know that there was anything particular about this committee.

Q. Did General Averill tell you that he wanted you to take this appointment and leave so as to avoid being subpoenaed before the committee?—A. No, sir; he never said that.

Q. Did he mention anything about the investigation?—A. He was aware that I knew that the investigation was going on and that I had certain charges.

Q. Did he see those charges?—A. No, sir; he did not.

Q. How do you know that he knew it?—A. I knew that he knew it just as others did.

Q. How do you know that he knew it?—A. I don't want to get excited about this thing.

Q. You say that he knew it—how do you know that he knew it?—A. Like others knew, probably my telling—

Q. Did you tell him?—A. I am not certain that I did, but I presume I did.

Q. You do not know whether you did or not. Do you think you did?—A. I think I did; yes.

Q. Did you show him a copy of the charges?—A. No, sir.

Q. You simply told him you had charges?—A. He may have obtained them from outside.

Q. Do you know that he knew about them?—A. I feel confident that he knew; yes, sir.

Q. For what reason?—A. He was a very particular friend of mine, and did all he could for me.

Q. Did you tell him?—A. I say that I am not sure that I did tell him. Some of my friends may have told him.

Q. Do you know that he knew it?—A. I would not like to swear positively, but I feel perfectly confident that he did.

Q. You are implicating General Averill, with a knowledge of the fact that you were in possession of certain facts which made it important that you should leave the country, so that you could not be subpoenaed before the committee?—A. I do not make that statement.

Q. That is the result of your testimony?—A. It may be inferred. I say that I think he knew.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., March 18, 1876.

ROWLAND A. COLBY recalled.

The WITNESS. I would like to explain in regard to the letter over the signature of E. S. Parker, which Mr. Page read here the other day, giving the reasons for my discharge. I wish the honorable committee would refer to certain certificates attached to the pay-rolls of the Indian Office, signed by Eli S. Parker, and I would like the committee to weigh his certificate there against the letter which was read by Mr. Page. The Commissioner certified to the pay-rolls and that Mr. Barker was enrolled as a clerk. Barker was paid months before this, and months afterward and never entered the Office once. He was paid \$100 a month for services never rendered, and the pay-rolls for that time are certified by Mr. Parker. I simply want one certificate weighed against the other.

By Mr. WILSHIRE:

Question. What is his name?—Answer. His initials I do not remember. He was in the room I was in—room 112, land division.

Q. What position did he hold?—A. He was a first-class clerk and copyist.

Q. State how long he was borne upon the rolls and paid as such clerk without rendering any service.—A. For several months before my discharge and for several months after; in all not less than six months, and probably more. He never rendered any service or came into the Office during that time.

Q. By whom was he employed?—A. By the Commissioner of Indian Affairs, and paid upon his certificate.

Q. Who had charge of that class of clerks?—A. He was in Mr. Irwin's division, the land division.

Q. Was the attention of the Commissioner called to this fact, that you know of?—A. I do not know whether it was or not, but somebody's attention must have been called to it, because the rolls were sent to Mr. Parker to sign.

Q. If the Commissioner's attention was not called to it, whose attention was called to it? Whose duty would it be to report that fact?—A. It was the duty of the chief of the land division to report that fact to the chief clerk or to the Commissioner.

Q. Who was the chief of the land division at that time?—A. Mr. Irwin.

Q. Mr. Irwin knew all this at the time, did he?—A. He could not possibly help knowing it, because the rooms adjoined, and he was backward and forward every day. It was from him that all the work Mr. Barker did was received.

Q. Mr. Barker, if on duty, would have had to report to Mr. Irwin?—A. Certainly.

Q. And that is your reason for believing that Mr. Irwin must have known that Mr. Barker was not there on duty?—A. I know that he knew it. He could not possibly help knowing it, because he would assign the work that should go to Mr. Barker's desk to me and to other clerks, and we had to do his duty.

Q. Do you know of any other case of that kind?—A. No, sir; I do not.

Q. You remember I asked you the other day to state any other irregularities or wrongful conduct, and you then said you could not remember.—A. This occurred to my mind in weighing that letter against the Commissioner's certificate—how much such a man's word was worth, when he would certify at the bottom of every roll as follows: "I certify, on honor, that the above account is correct and just, and that the services were rendered as stated."

Q. Who makes that certificate?—A. The Commissioner. That goes to the Secretary and he approves it.

Q. You mean that the employé has to make that certificate?—A. No, sir; the Commissioner has to make that certificate, and when he has a mind to certify to a thing that he does not know, he is responsible for it, of course. This was done by Mr. Parker and also by Mr. Parker's successor, Mr. Clum, who has just left the witness-stand. He was Acting Commissioner for some time after Mr. Parker, and, I presume, made similar certificates.

Q. Did Mr. Clum know anything about it?—A. I do not know whether he did or not.

Q. Do you know positively whether Mr. Irwin knew anything about that man being paid?—A. It was not the duty of any one to know, as I understand it, except Mr. Irwin, as he was assigned to Mr. Irwin's charge in the land division. Any one might be absent without the chief clerk knowing anything about it.

Q. I understand you to say that Mr. Irwin knew this all the time that this was going on. You state that, do you?—A. Yes, sir; I am positive that he knew it. He could not help knowing it.

Q. Is there any other matter that you know?—A. No, sir; there is no other that I have any recollection of.

By Mr. PAGE:

Q. How do you know Mr. Barker was not assigned to duty?—A. He was on duty there a while.

Q. How do you know that he was not on duty all the time?—A. Because he was at home, sick in bed, and I went to see him.

Q. Does the Department ever pay a man when he is sick at home?—A. The rule is that they pay the clerks for thirty days, the same length of time that they would get a leave of absence for.

Q. How long was he sick?—A. I stated that it was not less than six months; probably more.

Q. He was sick six months?—A. Yes, sir.

Q. At home and did no duty?—A. I do not know what he did at home; he did not do any duty in the Office.

Q. And all this time that he was sick he was borne upon the pay-rolls?—A. Yes, sir.

Q. You know that, do you?—A. I know that he was borne on the pay-rolls up to the time I was discharged, and that he received his pay.

Q. You swear positively that Mr. Barker was at home sick for six months, and during those six months he was borne upon the pay-rolls of the Department and paid accordingly?—A. That is my testimony. I would refer you further to the pay-rolls themselves; I do not

want you to depend any upon me at all. I give you these facts, and you can see the records for themselves.

By Mr. WILSHIRE:

Q. Give us the time that Mr. Barker was sick.—A. Say three months prior to the 31st of July, 1871, and three months subsequent to that time.

Q. Who was the Commissioner at that time?—A. E. S. Parker prior to the 31st of July, and Mr. Clum was acting after that until Mr. Parker's successor was appointed.

By Mr. PAGE:

Q. You say this man was sick and confined to his bed at this time?—A. I say he was confined to his room; I do not know about the bed.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., July 24, 1871.*

SIR: I have the honor to recommend that the services of R. A. Colby, a second-class clerk in this Office, be dispensed with from and after the 31st instant.

The reasons for such recommendation are founded on the fact that Mr. Colby is a man of intemperate habits to such a degree as to render him wholly unreliable as a clerk; that he has been heretofore repeatedly warned that he must discontinue such habits; that he has on sundry occasions absented himself from the Office for days at a time, while under the influence of intoxicating liquors, thereby neglecting his official duties and unfitting himself for their performance, as well as bringing discredit upon the public service.

I deem his further retention an injustice to other and more faithful clerks, whose promotion is thereby retarded.

Very respectfully, your obedient servant,

E. S. PARKER,  
*Commissioner,*

Hon. B. R. COWEN,  
*Acting Secretary of the Interior,*

| Date of protest. |          | By whom made.                  | Against whom or what lands,  | Indian tribe.   | Deeds subsequently approved.   | To whom.                                     |
|------------------|----------|--------------------------------|--|-----------------|--------------------------------|--|
| April            | 18, 1868 | Lew-e-pist-queh, or Sally Shap | Joe Mea, or Sat-ca-co-nat.....   | Miami.....      | January 23, 1869.....          | Heir of Joe Mea to B. Peoria.                |
| April            | — 1868   | Lew-e-pist-queh, or Sally Shap | Ch-quah-sah.....   | Miami.....      | February 26, 1870.....         | W. A. Mobley.                                |
| September        | — 1868   | Miami chiefs.....              | A. G. McKenzie, guardian.....  | Miami.....      | Protest withdrawn in October.. |  |
| June             | 11, 1869 | T. F. Richardville.....        | Marcus Lindsay.....  | Peoria, &c..... | July 28, 1870.....             | John S. McEwen,                              |
| June             | 15, 1869 | T. F. Richardville.....        | Marcus Lindsay.....  | Peoria, &c..... | July 28, 1870.....             | Fredrick Parrott.                            |
| June             | — 1869   | T. F. Richardville.....        | Marcus Lindsay.....  | Peoria, &c..... | May 23, 1872.....              | Wm. Hunter,                                  |
| March            | 16, 1870 | A. G. McKenzie.....            | Me-tah-quon-zar-quah.....  | Miami.....      | December 11, 1871.....         | J. B. Lalonde.                               |
| March            | 16, 1870 | A. G. McKenzie.....            | Mrs. Go-to-cop-wah.....  | Miami.....      | January 6, 1876.....           | (Subsequently canceled.)<br>Geo. A. Crowell, |
|                  |          |                                | Nah-wah-quah-sequah, or Eliza Froman and<br>John F.....  | Miami.....      | None.....                      |  |
| October          | 17, 1870 | A. G. McKenzie.....            | All representing Ke-mow-lan-eah, except himself.   | Peoria.....     | None.....                      |  |
| December         | 4, 1872  | Peoria.....                    | Wm. T. Shirley, their guardian.....  | Miami.....      | None.....                      |  |
| April            | 30, 1873 | Jane R. and Ida W. Ward.....   | Topash.....  | Miami.....      | None.....                      |  |
| December         | 28, 1874 | A. Bushman.....                | Eli Hackett and Walker to Julian Scott.....  | Miami.....      | None.....                      |  |
| November         | 24, 1873 | J. B. Roubeden.....            | All heirs of Lewis Pecktar, except Thomas and<br>Wm. P.....                                      | Peoria, &c..... | None.....                      |  |
| March            | — 1874   | Chiefs.....                    | All deeds conveying so. $\frac{1}{4}$ S. E. of S. E. of section<br>3, township 16, range 25..... | Peoria, &c..... | None.....                      |  |
| April            | 14, 1875 | G. A. Calton.....              |  |                 |                                |  |

WASHINGTON, D. C., *March 18, 1876.*

HENRY R. CLUM sworn and examined.

By Mr. WILSHIRE:

Question. State your age and occupation.—Answer. My age is forty-five. I am in the general collection and agency business, in Washington City.

Q. Have you ever been employed in the Indian Department; and, if so, when, and in what capacity?—A. I have been. I was in the finance division from the 16th of November, 1865, until September, 1870. I was then made chief clerk, and left the Office on the 30th of November, 1875.

Q. I will ask you to state what, if anything, you know in regard to the presentation of claims for bounties and pensions of the three regiments of Indian Home Guards?—A. I know but very little about it. This business was in the charge entirely of what is called the land division of the Office, and after I was made chief clerk I knew nothing about it at all. When I was made chief clerk the matter had so far progressed that I never took the trouble to read it up. I do not know anything about it except what the records in the Office will show, and I do not even know that.

Q. Those applications were made chiefly, I understand you to say, previous to the time you were appointed chief clerk?—A. I think they were. I guess all of them were, but I could not state positively.

Q. By whom were those applications prosecuted before the Department?—A. The only person I know of in that connection was Judge John W. Wright.

Q. Have you any knowledge of any protests being filed in the Department by any of these Indian soldiers against the payment of their claims to John W. Wright?—A. I have no recollection of any at all; still, there may have been. I would not say there were none, but if there were I do not remember.

Q. Was there any protest of any character whatever deposited in the Department against the action of the Department, or their attorney, Mr. Wright, that you know of?—A. I do not remember of any. The records will show that, of course, but I do not remember any. After I was made chief clerk I had no connection with that or any other matters that were referred to the land division.

Q. If any papers had come to your possession of that character, and had been withheld by you to keep them from the knowledge of the Department officers, you would remember it?—A. Most distinctly.

Q. Do you remember of papers of that kind, or any other kind, being withheld by you for the purpose of keeping them from the knowledge of the officers of the Department?—A. No, sir; not in that case or any other, so long as I was in the Office.

Q. State whether you know of any frauds that were perpetrated in the Department?—A. I do not. I do not know of any cases of frauds at all. There may have been some few irregularities, but I do not know that any one was to blame for them particularly. I do not know that I could call any of those to mind at present. So far as any fraudulent transaction was concerned, I know of none.

Q. Do you know of any combination or collusion between any officer of the Interior Department and any contractor for the purpose of securing contracts?—A. No, sir; I do not.

Q. While you were in the finance division did you have charge of the accounts of contractors?—A. Yes, sir; they all went through that division.

Q. Do you know of any accounts being presented that were fraudulent, or was there any evidence ever brought to your attention of any fraudulent matter?—A. I do not know of any at all.

Q. Have you any knowledge in regard to the disposition of the right of way through what is known as the Kaw Indian reservation in Kansas?—A. Not sufficiently to tell anything about it; that is another matter which is entirely in the land division of the Indian Office.

Q. Who had charge of that office?—A. Mr. Walker R. Irwin.

Q. Have you any knowledge in regard to the contracts awarded in 1875 for furnishing beef to any Indian agency, and particularly to the Sioux agency?—A. I have no knowledge except what the records in the Office show. Those contracts were awarded in New York, and I was never present at any letting at all.

Q. Then I understood you to say that you have no knowledge of those transactions except what appears on record in the Department?—A. Nothing. I was never in New York at any letting, and consequently I know nothing that was done there.

Q. I will ask you to refresh your memory, and state any irregularities that you think occurred, although they may not be within your positive knowledge. Have you any reason to believe that there were any frauds or irregularities?—A. I have no reason to believe there were any frauds at all. I do not know that I can say I know of any irregularities. My opinion about it would probably differ from that of others. The papers connected with the bids, contracts, and everything will show for themselves.

Q. Have you any knowledge in regard to the purchase of a certain medicine by the Indian Commissioner, E. P. Smith?—A. I remember it.

Q. Do you remember why those medicines were never made use of?—A. I have never heard the Commissioner say why he did not send them out.

Q. You do not know any reason why it was not sent?—A. No, sir; so far as I was concerned, I did not think it could be put to any particular use.

Q. What was your reason for thinking that?—A. Because I thought the Indians would be just as apt to drink the medicine as to put it to the use intended. It may be good medicine, and do what it is claimed to do, but I never did think it could be put to practical use with the Indians.

Q. Do you know what were the reasons that induced the Commissioner or the Department to make that purchase?—A. I do not.

Q. You had no connection with the purchase?—A. None, except he ordered me to order from Mr. Dart 5,000 bottles of his specific.

Q. Mr. E. P. Smith ordered you to make that purchase?—A. Yes, sir.

Q. You had no connection with the purchase beyond obeying the order of the Commissioner?—A. None whatever.

Q. I will ask you if the accounts for the removing Indians and feeding them while they were being removed are always presented to and paid by the Indian Department?—A. They are always presented to the Indian Department; they are sometimes paid by the parties who make the removals.

Q. The accounts of those who make the removals are audited and settled by the Interior Department, are they?—A. Yes, sir.

Q. Will the records of that Department show what was paid for the removal of the Winnebago Indians from Wisconsin to Nebraska?—A. The accounts are probably on file in the Second Auditor's Office now.

Q. Would there be any record of that in the Indian Department?—A. Not unless there was a duplicate copy. Sometimes a duplicate copy is filed there.

Q. Do you know anything about the accounts that were presented by Mr. Bosler, a beef-contractor, or by any beef-contractor for the Sioux Indians, while you were in the finance division? Did they pass through your hands?—A. They passed through that division.

Q. Was there any information brought to the attention of the Department, that you know of, in regard to those accounts being improperly rendered?—A. I have no recollection of any.

Q. Do you not know that there were accounts of that kind presented by these beef-contractors, perhaps in 1871 or 1872, for more beef than was actually furnished?—A. No, sir; I did not know it.

Q. If such an account had been presented would you have been the clerk who would have known such a thing?—A. Yes, sir; it probably would have gone through my hands, at least during a portion of the time I was in the finance division. I have no recollection now that there was any such information ever presented. Those accounts, of course, were all passed upon the receipts of the agents who received the beef.

Q. Do you remember who was the agent at the Red Cloud agency from 1870 up to the present time?—A. There have been several during that time.

Q. State their names, if you can remember them.—A. McDaniel was one; Mr. Saville was another; and the present agent's name I do not know; I think it is Hastings.

Q. He was the successor of Mr. Saville?—A. Yes, sir.

Q. State, if you know, whether there were any complaints made to the Department by any person in regard to the execution of transportation contracts for Indian supplies.—A. There may have been complaints, but I cannot call them to mind now, if there were any. There were complaints about a great many things that were done there. If any complaints were made I think they will be on file in the Office.

By Mr. PAGE;

Q. You were in the Interior Department from 1865 until last November?—A. Yes, sir.

Q. Do you know Mr. Williamson, formerly of the Interior Department?—A. Yes, sir; I know him.

Q. What is his first name?—A. I think it is Joseph A.

Q. Is he in the Interior Department now?—A. No, sir; I see him almost every day.

Q. What was his reputation and standing as a clerk in the Department for honesty?—A. Good.

Q. Mr. Rowland A. Colby testified the other day before this committee that when he was in the Indian Office the Department was being flooded with letters and affidavits from these Indian soldiers, stating that one Wright, who was obtaining their bounties for them, did not pay them; that there was a contract with the Interior Department, or with some parties, that he was to receive 10 per cent. for obtaining these bounties. He stated further that Wright gave as a reason why the bounties were not paid to the Indians that he (Wright) claimed that he should receive 15 per cent. I will read that part of his testimony:

"No action was taken by the Department. In the mean time Wright stated that he did not pay this over because he did not think that \$10 was sufficient, although it was the amount fixed by law that should be paid for collecting the bounty; and yet the Secretary of the Interior, in defiance of that law, allowed him \$15, and the Auditor submitted to the allowance."



Do you know anything about that?—A. No, sir; I do not know anything about that at all.

Q. Did you ever have any conversation with Mr. Colby in reference to any corruption in the Interior Department?—A. I never did to my recollection.

Q. Did you ever have any conversation with him in reference to any matters connected with the Department?—A. I may have had when he was a clerk in the Office.

Q. Have you had since he went out, or since you went out?—A. No, sir.

WASHINGTON, D. C., *March* 20, 1876.

J. H. SMOOT recalled and examination continued.

By Mr. WILSHIRE:

Question. In your examination on Saturday you stated that you had been sent from Washington out West. State whether, while you were out there at Chicago, you received any letters or telegrams from any person relating to your absence; and, if so, from whom?—Answer. I did. I received communications from the Hon. John T. Averill and the Hon. H. B. Strait, and also a telegram from the acting Secretary of the Interior, Mr. Cowen.

Q. What were the positions of those gentlemen at that time?—A. Mr. Averill was chairman of the Committee on Indian Affairs in the House of Representatives. Mr. Strait was a member of the House, and Mr. Cowen, Assistant Secretary of the Interior.

Q. Are you in possession of those letters or telegrams?—A. I am not. The original letters are on file in my case in the Interior Department, but I have copies of them.

Witness presents to the committee the following copies of the letters from Mr. Averill and Mr. Strait:

“WASHINGTON, D. C., *April* 20, 1874.

“Mr. J. H. SMOOT,

“*Wabasha, Minn.:*

“MY DEAR SIR: I have had another talk with the Secretary, who feels most kindly toward you. He has obtained a situation for you in the Internal Revenue Department, at my suggestion, which I think you will prefer to the one you hold. It is a special agency, which is better both in pay, and comfort in discharge of duties. You will have the State of Minnesota to act in, thus allowing you to be at home a part of your time. Your papers will be sent you in a day or two, commencing 1st May, the end of your furlough.

“I told Major Strait to-day, and asked him to write you. Now, John, I have this understanding with the Department: If you desire to return to your old stand of duty at the end of three or six months, you are to do so. I have tried to do all in my power for you in this matter, and I hope you will be pleased with the results.

“Hoping to hear from you, I am, truly, your friend,

“JNO. T. AVERILL.”

“HOUSE OF REPRESENTATIVES, *April* 20, 1874.

JOHN H. SMOOT, Esq.,

“*Wabasha:*

“DEAR SIR: A commission will be forwarded you within a day or two as special agent of the Internal Revenue Bureau. Your services will commence from the time your leave expires. I think it would be well to accept this, as it will not require you to be absent from home all the time. If it should not suit you as a permanent thing, I am satisfied we can get you back in time in your old office.

“Very truly, yours,

“H. B. STRAIT.”

The WITNESS. I concluded that I would return, and telegraphed to that effect, and this is the answer to my telegram.

“HOUSE OF REPRESENTATIVES,  
“*May* 12, 1874.

“J. H. SMOOT, Esq.:

“DEAR SIR: Your telegram received. I called upon General Cowen this morning, and he informed me that your papers would be forwarded as soon as the Secretary of the Interior returned to Washington, which would be the last of this week. It is all right; there will be no necessity for you to come to Washington.

“Very truly, yours,

“H. B. STRAIT.”

Question. Have you any other letters or telegrams or copies of the same?—Answer. Here is a telegram which I received from Mr. Averill.

[Telegram, dated Washington, D. C., April 23, 1874; received at Chicago, April 22.]

“To J. H. SMOOT:

“Your new appointment and instructions sent to Wabasha, Minn.

“JOHN F. AVERILL.”

The WITNESS. In this connection I presume that it would be necessary for me to say that this new appointment and the instructions did not reach me at Chicago, and so I concluded to return to Washington. Immediately after my return to Washington I received this appointment:

“DEPARTMENT OF THE INTERIOR,

“Washington, D. C., May 18, 1874.

“John H. Smoot, of Minnesota, is hereby appointed to a clerkship of class I in the Pension-Office, for duty as special agent, to take effect when he shall have filed the oath of office and entered on duty.

“B. R. COWEN,

“Acting Secretary of the Interior.”

Q. Were you at Chicago all the time that this correspondence was going on?—A. I think that a portion of the time I was at Saint Paul, Minn.

Q. If the appointment had been sent to you by mail, addressed to you at Chicago, would you have received it?—A. I would have received it.

Q. Not having received it, you returned to Washington on the 18th May, 1874, and received the appointment which you have just read?—A. Yes.

Q. Do you know of any influence, and the reasons therefor, for inducing this second appointment?—A. I cannot say that I do. Of course I have my impression about it, but I know nothing personally.

Q. Did Mr. Baker, who was then Commissioner of Pensions, have anything to do with giving you this appointment?—A. He would naturally have, because the appointment came from his Bureau. It came from General Cowen, and it must have been after consultation with General Baker, as it was an appointment in the Pension Bureau.

Q. This is not the appointment to which you referred on Saturday in your testimony, and which you stated was made on condition that you would surrender certain charges?—A. No, sir; I do not think I have spoken of my appointment. I spoke of my restoration and promotion.

Q. In relation to that restoration and promotion, state if, in any conversation with Mr. Baker on that subject, he made a remark to this effect: that the matter was arranged with the Secretary of the Interior, Mr. Delano, and that your appearance with him, General Baker, in the Secretary's Office would be a signal to the Secretary that you had surrendered all the charges which you had made against the Department.—A. I think you must have been pretty well posted on that matter. He did.

Q. State fully everything that you know and remember in relation to that matter.—A. I think I have stated that as I went along on Saturday.

Q. I do not think you made any answer with reference to this particular question. You stated that you had surrendered the papers to Mr. Baker, and that he had interposed in the matter in order to get you restored, and he got the charges out of your hands. I ask you now to state whether Mr. Baker did not say to you that he had arranged the matter with the Secretary of the Interior for your restoration, on the condition that those papers were to be sent to him, and that your entering the office of the Secretary with him was to be a signal to that effect.—A. Yes. As nearly as I recollect the facts were as follows: I went to see Mr. Baker, (who sent for me,) and he asked me if I had those papers. I told him I did not have them with me. He wanted to know how long it would take to get them, and I told him it would take an hour or two. He said, “It makes no difference how long it takes, I want you to get them,” and so I went off to get those papers.

Q. Where were they?—A. They were in my own possession, in my trunk, in my room. I went to get them and I brought them back, and as nearly as I recollect he said that it was necessary for him to have those papers before he could go with me to the Secretary, as it was understood that if he went with me to the Secretary it was all right and that he had the papers, or something to that effect.

Q. Did he state, in so many words, that it was understood between him and the Secretary that your and Mr. Baker's going into the Secretary's office would be a signal to the Secretary that the papers had been surrendered?—A. I do not know that he said so in so many words, but that was the natural conclusion.

Q. Did he make use of language calculated to leave that impression on your mind?—A. Yes; in other words, he would not go to the Secretary with me until he had possession of the papers.

Q. Did those papers prefer any charge against Mr. Baker?—A. No, sir.

Q. Who were the parties implicated or charged in those papers?—A. I stated on Satur-

day that I thought I had a portion of those papers, but I have looked over my papers since, but have not been able to find them.

By Mr. PAGE :

Q. Have you any information as to the existence of those papers?—A. No, sir; I can only state that I delivered them to Mr. Baker, and that I do not know what he did with them.

Q. You did not keep copies of them?—A. I thought I had a rough draught of some portion of the papers, but I find that I have not.

Q. Did you ever have a draught or copy of these papers?—A. I have never destroyed any papers, and on examination I find that I have not a copy of them.

Q. Did you ever have a copy of them?—A. On looking over all my papers, I find I have not.

Q. You never did keep copies of them; is that so?—A. It appears so.

By Mr. WILSHIRE :

Q. In your examination on Saturday, you stated that you thought you might have a rough draught of a part of them.—A. I so stated.

Q. But you find, on examination since, that you have no copies of them.—A. On hunting over my papers yesterday, I find that I must have delivered the whole of the papers to Mr. Baker.

Q. State the names of the officials who were implicated in those charges, and the position which they occupied.—A. These charges were gotten up in reference to Mr. Delano and to Mr. Smith. Mr. Delano was the Secretary of the Interior, and Mr. Smith was the Commissioner of Indian Affairs.

Q. State as nearly as you can the substance of these charges, and the nature of them.—A. It is impossible for me to do so. I do not recollect the substance, the nature, or number of them, or anything of the kind.

Q. Can you not state something in regard to them? Were they charges of misconduct on the part of these officers in the discharge of their official duties, or were they charges of their attempting to keep witnesses from going before courts or committees or any other tribunal authorized to investigate the conduct of those officers?—A. The charges related entirely, as I suppose, to misconduct of the officers. I had no charges about their disposition to keep witnesses from going before committees, or anything of that kind.

Mr. WILSHIRE. It will seem very strange in your testimony when it appears that you stated that you brought charges, a copy of which you have not now got, and that you cannot recollect anything at all relating to them.

The WITNESS. I think that in my testimony on Saturday, I gave some statements that related to the charges.

Q. State them over again. A. One of the charges that I spoke of on Saturday related to Mr. Smith's falsifying the records in regard to the letter to General Shanks; another was in relation to Mr. Bosler's matter. After a day or so, I think, I can gather up a good many of those points, but it might be a very difficult thing for me to renew the charges just as I had them in the original.

Q. They were charges which you brought to the knowledge and attention of those officers, were they?—A. They were charges which were brought to the knowledge and attention of Hon. James H. Baker. Mr. Smith and Mr. Delano knew nothing of them, so far as I was concerned.

Q. That is you say, you never communicated the charges to them yourself?—A. Yes.

Q. Do you know whether or not Mr. Baker communicated the contents or purport of these charges to these gentlemen?—A. I have every reason to suppose he did.

Q. Is there any other charge except that which you have mentioned, in relation to these officers, which you can now recollect?—A. I cannot recollect. There were probably twenty-five or thirty different specifications. I think that if I had time to sit down and look over some data, I could prepare a good portion of them.

Q. Where is that data to be found?—A. I can get it here in congressional and executive documents, and I think I could obtain it otherwise.

Q. Will you do so at once, and furnish it to this committee as part of your testimony?—A. I will endeavor to do so, but I would not give you the assurance at all that they would be anything like the original.

By Mr. PAGE :

Q. Can you, by consulting any documents that you know of, remember any of the charges specifically which you made at that time?—A. Yes, I think so. I may not be able to frame them over again in precisely the same phraseology.

By Mr. WILSHIRE :

Q. But you can get at the substance of them?—A. Yes, I suppose at the greater portion of them.

Q. Then I ask you to do so. You testified in regard to the payment of accounts by the Interior Department which were rejected by the board of Indian commissioners. Have

you anything further to testify on that subject this morning?—A. No, sir; I have not. That is a matter of printed record. I might enumerate hundreds of instances, but I have not time to do so.

Q. Can you state whether you know of any influence being brought to bear on the Interior Department, or on any of its officers or employes, to obtain the allowance of such accounts?—A. That I am not to answer this morning.

Q. State the amount which was allowed for a deprecation claim of Mr. Bosler's.—A. I think that on Saturday I asked the committee the privilege of fortifying myself on that subject, and I have not had time yet to do so.

Q. Can you do so this afternoon?—A. That depends somewhat upon the time I get away from here. When I go to the Interior Department I think I can find out.

By Mr. WILSHIRE :

Q. I will ask you one general, broad, sweeping question, covering the whole ground. In advance, I desire to say that the question involves everything which can possibly be connected with the Interior Department, or any of its officers, so that you will understand that it will necessarily require you to state everything that you know. The question is this: Do you know of any other act of misconduct, or fraud, on the part of any officer of the Indian Bureau, agent, contractor, special agent, or Commissioner, or any officer of the Government, at any time within your experience there? If so, state it fully.—A. I can only say, that after an experience of twelve years in that Bureau, it would be necessary for me to have some little time to think that matter over. I cannot sit right here and enumerate the points. I want a good deal of reflection about it.

Q. Is the committee to understand that you do not think at this time of anything other than you have stated, but that if time were given you, to refresh your memory, you might do so?—A. You have asked me about my twelve years' experience in the Department; that might involve the necessity of my writing a book.

By Mr. PAGE :

Q. How long would it take you to write the book?—A. That depends upon how fluently my memory would serve me.

The CHAIRMAN. If you do not recollect anything, what is the necessity for your writing a book?

By Mr. PAGE :

Q. Can you recollect, without any further effort of memory, any frauds or irregularities of any one connected with the Interior Department, or any contractor, officer of the Government, member of Congress, or other, that would implicate them in frauds, irregularities, or improper conduct; can you recollect anything more than you have already sworn to?—A. No, sir; I cannot. I would answer that question differently if I had some time. I am not a volunteer witness here, by any means.

By Mr. BOONE :

Q. I understood you to say on Saturday that when Mr. Smith was appointed Commissioner of Indian Affairs he was indebted to the Government about \$300,000?—A. From \$250,000 to \$300,000.

Q. Did I understand you to say further that after he was appointed he proceeded to settle his old accounts?—A. He did.

Q. And that he had settled up his indebtedness to the Government?—A. Yes.

Q. I understood you to say further that you thought you could go there and show on the books of the Interior Department how this had been done?—A. I did not say that. The suggestion of Mr. Wilshire was that I would myself be a proper person to look over his accounts.

Q. Did you not state on Saturday that by looking over his accounts you could tell how they had been settled?—A. Yes; I made the remark that, after the experience of that number of years in that Department as first-class examiner, I thought I could examine his accounts as thoroughly as anybody, and probably better than he could himself.

Q. Will not the accounts of the Interior Bureau, if properly kept, show every credit that has been given him and what it is for?—A. Yes; but not in such detail as the vouchers will show.

Q. Are not his vouchers filed?—A. His vouchers are filed. He is required to file two sets of accounts, one of which is adjusted and transmitted to the Comptroller for final settlement. The Interior Department keeps the other set of accounts in the Indian Office. These accounts and vouchers will show how they have been settled. The main object of the committee would be, I presume, to see the character of the disbursements.

By Mr. PAGE :

Q. You say that all this was a matter of record in the Indian Office?—A. Yes; his accounts are and the adjustment of them.

Q. And all the moneys received and paid out by him?—A. Yes.

By Mr. BOONE:

Q. You, having been in the financial office of that Bureau for a long time, can state whether, if the accounts have been properly kept, they will not show everything of that sort?—A. Certainly they ought to.

Q. You stated that Mr. Wilder gave you \$300 to defray your expenses away from the city. Who was in connection with him when he did it?—A. No one.

Q. Who had been in conversation with him just previous to his doing so?—A. Just as I went into his room, Mr. E. P. Smith, the Commissioner of Indian Affairs, came out of it.

Q. And then he gave you this \$300?—A. Yes.

Q. What did he tell you to do, when he gave you that \$300?—A. He wanted to know if I could not get out of town that night.

Q. Did he say for what reason?—A. He did not.

Q. What was your reply?—A. I said that I thought it was impossible.

Q. What did he say?—A. It was understood, of course, that I should go out of town just as soon as I could. He wanted me to go that night. I told him I thought it was impossible; but I said that I would go as soon as possible. That was on Wednesday night, and I went on the Sunday following.

Q. Did he suggest to you to leave town as soon as you could?—A. I think the suggestion was to leave town that night.

Q. Did he tell you why he wanted you to leave?—A. No.

Q. Did you understand why he wanted you to leave?—A. I thought so.

Q. What was the reason?—A. I can only say that it probably related to the charges which I had.

Q. Was it to prevent you from presenting those charges, or to prevent your being a witness before the committee?—A. Yes; the committee was investigating Mr. Smith's accounts.

Q. Was it to keep you from giving your evidence before the committee?—A. I would not like to say under oath that Mr. Wilder had that intention; he never expressed it to me.

Q. Did he name any other business for you to leave town for?—A. No, sir.

Q. Had any one been in the habit of giving you money to leave town?—A. No, sir.

Q. Did they give you a furlough?—A. I had then resigned.

Q. How long did you stay away?—A. I staid away until, I think, the 16th of May.

Q. And you returned then?—A. I did.

Q. How long did you remain here then?—A. I went away again on the 19th May.

Q. At whose instance?—A. In obedience to my appointment as special agent for the Pension-Office.

Q. To go where?—A. I went to Illinois to investigate some claims.

Q. Had you been appointed to that position at any time previous to that, or had you done any service of such kind before?—A. No, sir.

Q. On what salary did you go away?—A. I was appointed at \$1,200 a year and \$4 a day for hotel board and traveling expenses.

Q. Were you told how long you were to remain away?—A. No, sir.

Q. How long did you remain away?—A. I remained away until the 14th or 15th of July.

Q. Did you then return to Washington?—A. I did.

Q. Had Congress adjourned at that time?—A. Congress had adjourned.

Q. Were you requested then to leave town on any other matter?—A. No, sir; my letters were on file in the Interior Department asking for a detail.

Q. No emergency arose that you should leave the city immediately after that?—A. No, sir.

Q. Do you know whether this same subject was under investigation at the next session of Congress?—A. It was not.

By the CHAIRMAN:

Q. How was this indebtedness of Mr. Smith to the Government incurred?—A. He was an agent of the Chippewa Indians, and was advanced money from time to time, from quarter to quarter, to carry out the general business of his agency.

Q. And he was \$300,000 behindhand?—A. From \$250,000 to \$300,000, I don't recollect the exact figures.

Q. Did the records of the Department show that?—A. Yes, at that time.

Q. Was that known to the Secretary of the Interior and the Commissioner of Indian Affairs?—A. It must have been.

Q. Was it known when he received his appointment as Commissioner of Indian Affairs?—A. It must have been.

Q. Why do you say it must have been?—A. On the general principle that if I knew the fact they ought to know it.

Q. You mean that the records showed it?—A. Yes. The records will show the fact that when Mr. Smith was appointed Commissioner of Indian Affairs he had not rendered his accounts to the office, covering some two hundred and fifty to three hundred thousand dollars, and the records will further show that all those accounts were adjusted during the time he was Commissioner of Indian Affairs, sitting as Commissioner of Indian Affairs on his own accounts as agent.

Q. Do you know anything about what his pecuniary condition was when he received the appointment as Commissioner of Indian Affairs.—A. I only know from hearsay.

Q. What was his general reputation as to being poor or rich?—A. I understand that he was not very well off.

Q. How was he when he left that position?—A. I don't know, except from hearsay.

Q. What was his general reputation on that subject?—A. I have understood, as the general remark goes, that he was pretty well fixed when he left.

Q. You do not know yourself anything about what he had?—A. No, sir; I do not.

Q. Do you know anything about the pecuniary condition of Mr. Cowen, when he came into office?—A. Only in the same way.

By Mr. PAGE:

Q. Do you know what his financial condition was when he came into office?—A. I do not.

Q. Do you know what it was when he went out of office?—A. I do not.

By the CHAIRMAN:

Q. Did he have any general reputation as to his financial condition?—A. The same character of remark will apply to him as to Mr. Smith. I understood he was worth nothing when he came here; a man who goes into office and is here a year and then pays \$25,000 for a house, cannot be poor, I think.

Q. Did he do that?—A. I so understood.

Q. Was that remark general?—A. I have heard it very often.

Q. Then his general reputation was that when he came into office he had nothing, and that when he went out he had something, and had bought a \$25,000 house after he had been here twelve months—A. Yes.

Q. Do you know anything in reference to the Secretary of the Interior, Mr. Delano?—A. No, sir; I do not.

Q. What is his general reputation as to means?—A. So far as Mr. Delano is concerned, I understood that he was wealthy before he took charge of the Interior Department.

Q. In what office had he been before?—A. Before that he had been Commissioner of Internal Revenue.

Q. How long had he been Commissioner of Internal Revenue?—A. Probably two or three years.

Q. Do you know his condition before he received the appointment of Commissioner of Internal Revenue?—A. No, sir.

Q. But you do understand that when he took the position of the office of Secretary of the Interior he was a man of means?—A. Yes.

Q. You do not know what he was when he took the position of Commissioner of Internal Revenue?—A. No, sir; he may have been a man of means, but I know nothing about it.

By Mr. WILSHIRE:

Q. With reference to your statement as to Mr. Smith's accounts, state whether there were not some clerks employed in the division which passed these accounts who were also clerks in his office when he was agent of the Chippewa Indians?—A. Yes, sir.

Q. And these same clerks, who were with him and made the accounts, were the same clerks whom he brought with him into the Interior Department to settle up his accounts?—A. One of them was. He had a niece, I think, and she was his clerk at the Chippewa agency. He brought her to Washington, and she occupied, for some length of time, a \$1,600 position in his office, and arranged his accounts in his own room as Commissioner; that is to say, she made them up, and fixed and arranged them. They were then sent, quarter by quarter, to a gentleman named Cox, to examine and adjust them.

Q. Are the accounts of agents usually settled in the office of the Commissioner of Indian Affairs, as these were?—A. No, sir.

Q. This was an unusual proceeding?—A. Yes. The circumstance was rather unusual. They were made up in this way by this lady in his room.

Mr. PAGE. If, on the examination of Mr. Smith's accounts, it shall appear that they are squared up and settled, all this testimony amounts to nothing.

By Mr. WILSHIRE:

Q. Do you know whether or not, when Mr. Smith was Commissioner of Indian Affairs, he sent any of the clerks of his office out to the Chippewa agency for the purpose of settling his accounts, or for procuring vouchers or other papers for that purpose?—A. He did.

Q. Whom did he send?—A. He sent this niece of his, Miss Emily S. Cook.

Q. Was she the clerk whom he had when he was agent there?—A. Yes, sir.

Q. How often did he send her out there?—A. But once, that I know of.

Q. How long was she there?—A. I should judge nearly a month. That was in April, 1875, I think.

Q. She was the clerk that was in his office, and who made up his accounts?—A. Yes, sir.

Q. Do you know anything about the purchase of some medicine for the Indians, known as the sanitary specific?—A. I do not know that the medicine was purchased. I think that five thousand bottles of the medicine was purchased, at a dollar a bottle, from Anson Dart, and that it was afterward put away in a dark room, and lies there still.

Q. Has any of it ever been used?—A. Not that I know of.

By Mr. PAGE:

Q. You say that you cannot recollect the character of specifications of any of the charges which you referred to in your former testimony, implicating Mr. Smith and Mr. Delano?—A. Only the few that I named on Saturday.

Q. You did not connect the Secretary's name with what you stated as any irregularity?—A. No, sir; I think not.

Q. But you did connect Mr. Smith's name, and that was the changing of the letter to General Shanks. Is that all that you can recollect contained in your charges about Mr. Smith?—A. I do not recollect the character of those charges now.

Q. You recollect this one, and it is the only one that you do recollect. Can you recollect any other specification in the charges which you made to General Baker, so far as Mr. Smith is concerned?—A. No, sir.

Q. Do you recollect any so far as the Secretary of the Interior is concerned?—A. No, sir.

Q. What day of the month and year, and at what place was it that you had this interview with Mr. Wilder, at the time that he paid you this \$300?—A. I should think that it was in the neighborhood of the 15th of March, 1874. The place was the National Hotel, in this city.

Q. Did you ask him for that \$300?—A. No, sir.

Q. The suggestion first came from him?—A. He came to me in the morning and asked me to call upon him in the afternoon at 4 o'clock, and I did so. He then handed me an envelope containing \$300, and wanted to know if I could not leave town that night.

Q. Did you reject the money?—A. No, sir.

Q. You took it?—A. Yes.

Q. He did not tell you why he wanted you to leave town?—A. No, sir.

Q. Did he intimate it?—A. No, sir.

Q. What did you mean by stating that Mr. Smith was behindhand \$250,000 or \$300,000?—A. He was behindhand in the rendition of his accounts at the time he was appointed Commissioner of Indian Affairs.

Q. Prior to the time he was appointed Commissioner of Indian Affairs he had been an Indian agent?—A. Yes.

Q. And had an unsettled account with the Government; is that what you mean?—A. Yes.

Q. You do not mean that he was a defaulter?—A. No, sir.

Q. But that he had an unsettled account with the Government?—A. Yes.

Q. And the records of the Department will show whether it has been settled or not?—A. Certainly.

Q. Did you ever write a letter to Mr. Smith offering to leave town?—A. I did not write a letter to Mr. Smith offering to leave town, but I wrote a letter to him, and I think I have got a copy of it, but not with me.

Q. Proposing to leave town?—A. Yes.

Q. Did he reply?—A. Yes, he did, and I have got his reply.

Q. What was the character of his reply?—A. I do not recollect.

Q. Did he want you to remain or to go?—A. I do not recollect which he wanted me to do. I will produce his letter.

Q. Is there a copy of it in the Department?—A. I do not know whether it was an official letter or not.

Q. Now, as to General Cowen. You stated that it was the general report that General Cowen was a poor man when he came into the office?—A. That is my impression.

Q. Do you not know that General Cowen, when he was appointed Assistant Secretary of the Interior, was an interested party or a part owner in a town on the Ohio River called Belair?—A. I do not.

Q. And that he was interested in large manufactories?—A. No, sir.

Q. And rolling-mills?—A. No, sir.

Q. Did you not know that he had been secretary of state in the State of Ohio, adjutant-general, and paymaster in the Army?—A. No, sir.

Q. You did not know that he was a man of reputed wealth when he came into the office?—A. No, sir; I did not.

Mr. PAGE. Such are the facts, as I understand them.

The WITNESS. My remark about General Cowen was from hearsay. I know nothing myself on the subject.

Q. You did convey the idea that from the fact that you had written one letter to General Shanks in reply to a letter from him, giving a statement of some matters in the Choctaw country, and because there was an alteration in that letter requested by General Shanks and acceded to by the Commissioner, there was a desire on the part of Mr. Smith that you should

be relieved from the Indian Bureau?—A. That is what he told me. That correspondence gave rise to my transfer.

Q. And that change in the letter was the only reason that you know of why he should want to have you removed from that Bureau?—A. That is the only reason he ever gave me.

Q. Is it the only reason you know of?—A. Yes.

Q. You do not know of any other reason why Mr. Smith desired to have you transferred from that Bureau?—A. No, sir.

Q. What was the difference between the letter which you wrote to General Shanks and the letter which Mr. Smith wrote?—A. I think I have got a draught of both letters here.

Mr. PAGE. I have both letters here myself, and I ask you to examine and see whether they are copies.

The WITNESS. (After referring to the letters.) I presume they are correct copies.

Mr. Page read the letters and put them in evidence, as follows:

[“Canceled” written across the face.]

“DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,

“Washington, D. C. April 11, 1872.

“SIR: I have the honor to acknowledge the receipt of your communication of the 3rd instant, requesting to be furnished with a statement as to the real character of the settlement of the cash accounts of Douglas H. Cooper, late United States Indian agent for the Choctaw Indians, showing by what authority he balanced his accounts, and particularly with reference to receipts dated May 4, 1866, of Choctaw funds.

“In reply I have to say that the receipt (copy herewith) given to Mr. Cooper by the Choctaw delegates May 4, 1866, seems to have been regarded just and correct by the accounting-officers of the Treasury and as authority for balancing the accounts of Mr. Cooper.

“On the 30th day of June, 1868, Samson Folsom submitted a protest against the effected settlement of the accounts of Agent Cooper, and requested to be furnished with a copy of credentials of the Choctaw delegates who made the treaty of 1866, and receipted to Agent Cooper for the funds embraced in the receipt referred to.

“In compliance with Mr. Folsom’s request, copies of the required papers were furnished him July 10, 1868. Mr. Folsom again submitted a protest, dated July 24, 1868, under his authority as national attorney for the Choctaw Nation, and requested that the accounts should be re-opened and be re-adjusted. Again, on the 25th of August, 1868, Mr. Folsom addressed a communication to this Office requesting to withdraw his protest against the settlement of the accounts of D. H. Cooper, late Indian agent, and also his request that the settlement might be re-opened and re-adjusted.

“This communication formed the basis of a report by this Office to the honorable Secretary of the Interior, under date of September 28, 1868, setting forth the fact that Mr. Folsom had become satisfied, upon inquiry, that he was mistaken in regard to the most material facts on which his protest was based, and with the recommendation that Mr. Folsom be permitted to withdraw his protest, in accordance with his request. The honorable Secretary, under date of October 1, 1868, gave permission for Mr. Folsom to withdraw his papers, and they were accordingly returned to him October 3, 1868.

“With this showing you will perceive that the whole matter reverts back to the receipt given to Mr. Cooper by the Choctaw delegates May 4, 1866.

“Copies of such papers as are still on file in this Office relative to the protests are herewith inclosed.

“Very respectfully, your obedient servant,

“EDW. P. SMITH, *Commissioner*.

“Hon. J. P. C. SHANKS,  
“House of Representatives.”

“DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,

“Washington, D. C. April 15, 1873.

“SIR: I have the honor to acknowledge the receipt of your communication of the 3d instant, requesting to be furnished with a statement as to the real character of the statement of the cash-accounts of Douglas H. Cooper, late United States Indian agent for the Choctaw Indians, showing by what authority he balanced his accounts, and particularly with reference to receipts dated May 4, 1866, of Choctaw funds.

“In reply I have to say that the receipt (copy herewith) given to Mr. Cooper by the Choctaw delegates, May 4, 1866, seems to have been treated as authority for balancing the accounts of Mr. Cooper.

“A comparison, however, of this receipt, in giving which the delegates claim to act ‘with full power to arrange and settle with the United States all treaties and other matters affecting the interests of our people,’ with the credentials under which the delegation was commissioned, (copy of which is herewith furnished,) shows that no authority was given or intended to be given by the Choctaw Nation to this delegation to receive or receipt for any sums of money whatever.



"This receipt is therefore found to be not only objectionable in form as a voucher, but entirely without validity.

"On the 20th day of June, 1868, Samson Folsom submitted a protest against the effected settlement of the accounts of Agent Cooper, and requested to be furnished with a copy of the credentials of the Choctaw delegates who made the treaty of 1866, and receipted to Agent Cooper for the funds embraced in the receipt referred to.

"In compliance with Mr. Folsom's request, copies of the required papers were furnished him July 10, 1868. Mr. Folsom again submitted a protest, dated July 24, 1868, under his authority as national attorney for the Choctaw Nation, and requested that the accounts should be re-opened and re-adjusted. Again, on the 25th August, 1868, Mr. Folsom addressed a communication to this Office, requesting to withdraw his protest against the settlement of the accounts of D. H. Cooper, late Indian agent, and also his request that the settlement might be re-opened and re-adjusted.

"This communication formed the basis of a report by this Office to the honorable Secretary of the Interior, under date of September 28, 1868, setting forth the fact that Mr. Folsom declared himself satisfied, upon inquiry, that he was mistaken in regard to the most material facts on which his protest was based, and with the recommendation that Mr. Folsom be permitted to withdraw his protest in accordance with his request. The honorable Secretary, under date of October 1, 1868, gave permission for Mr. Folsom to withdraw his papers, and they were accordingly returned to him October 3, 1868.

"With his showing you will perceive that the whole matter reverts back to the receipt given to Mr. Cooper by the Choctaw delegates, May 4, 1866.

"Copies of such papers as are still on file in this Office relative to the protests are herewith inclosed.

"Very respectfully, your obedient servant,

"EDW. P. SMITH,  
*Commissioner.*

"Hon. J. P. C. SHANKS,  
"House of Representatives."

The WITNESS. It is well established that the letter of 11th April, 1874, was not suitable to General Shanks, and it was absolutely necessary (whether it was the opinion of Mr. Smith or not) for Mr. Smith to express that opinion, which does not conform with any of the actions of the Government officials on the subject.

By Mr. BOONE:

Q. What was the necessity?—A. Mr. Shanks would have lost that flaming declaration of his to the American people that something was wrong.

By Mr. PAGE:

Q. In other words, Mr. Shanks wanted to make a little personal notoriety?—A. That is all; but if I were Commissioner of Indian Affairs, I would not have expressed an opinion so contrary to the decisions of the Government, in order to satisfy Mr. Shanks.

Q. I want to know whether Mr. Smith, acting as Indian Commissioner, had not a right to give an opinion as to the authority of the Choctaw delegates to sign that receipt.—A. I am but a half-rate lawyer, but I hold that Mr. Smith did not possess that right. Mr. Shanks should have obtained a decision as to the validity of that voucher from the Second Comptroller of the Treasury, who is the law-officer of the Government. He had decided that the voucher was valid, and consequently I contend that Mr. Smith has falsified the record in declaring that it was not valid.

Q. Does Mr. Smith falsify the record when he offers an opinion as to the validity or legality of this receipt?—A. It may be considered as an opinion, if you take that view of it.

Q. Do not the records show just exactly what your letter shows?—A. Yes, except as to this alteration.

Q. It is Mr. Smith's opinion, voluntarily given?—A. Yes.

Q. He injected into the records an opinion as to the validity of a certain paper?—A. Yes.

Q. And that is the only difference between your letter and his?—A. That is the only difference. My position is this, that he should not have injected any opinion into it.

Mr. PAGE. That is a question of taste.

The WITNESS. The point with me is not so much a question of taste as it is a disposition on his part to do wrong.

By Mr. WILSHIRE:

Q. State whether the records, both of the Interior Department and of the Treasury Department, show the facts substantially as stated in your letter of the 11th of April.—A. Yes, sir, all through the departments of the Government. Mr. Smith's letter was written on the 15th of April, 1873, and on the 1st of May, 1878, only fifteen days after, Mr. H. R. Clum, Acting Commissioner of Indian Affairs, replied to the interrogatory respecting the accounts of Mr. Cooper, that, from the records of the Indian Office, it appeared that Mr. Cooper's accounts were settled and closed, thus taking an opposite position again from that of Mr. Smith's.

By Mr. PAGE:

Q. You stated in your direct examination that you thought you were sent away because you thought you might be subpoenaed by the House Committee on Indian Affairs?—A. I do not think I stated I was sent away simply because I might be subpoenaed. I am rather certain I did not make a remark of that kind.

Q. Do you think that you were sent away for that purpose?—A. I think you asked me the question at the time, and I said that it might be inferred.

Q. Do you think that you were sent away lest you might be subpoenaed by the Committee on Indian Affairs?—A. I think that if I remained in town I would have been subpoenaed, and probably my charges would have been developed.

Q. Did you, acting on that supposition, request Mr. Smith to send you away, or to grant you leave so that you could get away?—A. That was a year afterward.

Q. What was the date of your letter to Mr. Smith?—A. It was probably in January or February, 1875.

Q. Did you not write to Mr. Smith on the 12th of December, 1874?—A. That may be the date. That letter was written at the instance of some of my friends.

The following are papers referred to in the course of the foregoing testimony :

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., March 20, 1876.*

I, J. Q. Smith, Commissioner of Indian Affairs, hereby certify that the papers hereto attached are true copies of the originals.

J. Q. SMITH, *Commissioner.*

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., March 20, 1876.*

I, Z. Chandler, Secretary of the Interior, hereby certify that J. Q. Smith, whose name appears signed to the foregoing certificate, is now, and was at time of signing the same, Commissioner of Indian Affairs, and that full faith and credit are due to his official acts as such; and that the papers hereto attached are true copies of the originals.

In testimony whereof I have hereunto set my hand and have caused the seal of said Department to be affixed on the day and year above written.

[SEAL.]

Z. CHANDLER, *Secretary.*

BOARD OF INDIAN COMMISSIONERS,  
*Washington, D. C., May 21, 1875.*

SIR: I have the honor to enclose an account of A. H. Wilder, for "beef-cattle consumed by Indians," with request that it be submitted to the Asst. Atty. Genl. for his opinion as to whether the account as presented can be legally paid or comes under the class designated "Indian depredations."

Very resp'y,

F. H. SMITH,  
*Sec'y for the Ex. Com.*

The Hon. SEC'Y OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., May 25th, 1875.*

SIR: I have examined the account of A. H. Wilder, No. 3771, for \$9,553.30, being for beef-cattle appropriated by the Sioux Indians of the Red Cloud and Whetstone agencies. Wilder was a contractor for beef-cattle at said agencies. He kept his cattle in herds on the Running Water and Platte River.

The Sioux Indians on several occasions visited his herds and took from the same beef-cattle, and killed and used them on the premises. The herding-places were in the vicinity of the agencies. Wilder charges his contract-price for the cattle, and presents an account for payment for the same.

It is a familiar principle of law that individuals having contract-relations with each other, may, when their property is taken wrongfully, and without their consent, waive the tort and sue and recover for the contract-price of the property taken. I can see no objection to applying this principle to the case in hand, and, waiving the tort, to treat the cattle as taken under the contract, and issued to the Indians. I would not extend this rule to cases where cattle were taken and run off and destroyed by the Indians.

That would, in my opinion, be a "depredation" within the statute. But a taking of them in the presence of the owner or his agents, and actually using them for food, is, in substance, equivalent to formally issuing them to the Indians. Upon the facts as stated in the

vouchers, I answer the inquiry of the Board of Indian Commissioners that, in my opinion, the account may be legally paid.

Very respectfully,

W. H. SMITH,  
Asst. Atty. Genl.

Hon. C. DELANO,  
*Secretary of Interior.*

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE,  
*Washington, D. C., July 21, 1875.*

SIR: Your letter of the 15th ult., transmitting for decision the claim of A. H. Wilder, contractor, for cattle killed and consumed by the Indians of Red Cloud and Spotted Tail agencies, has been received.

In reply, I have to say that I concur in the opinion expressed by the Asst. Atty. Gen., W. H. Smith, June 25, 1875, (copy herewith,) that this is not a "depredation" within the meaning of the 4th section of the act of July 15, 1870.

As to the sufficiency of evidence, I will say the claim is supported by affidavits of the herders in charge of the cattle, and the affair appears to have been fully investigated by the respective agents at the posts where the transactions occurred. In their reports, they officially state that the killing and consumption is admitted by different chiefs of the Sioux tribes, and from the evidence before them they believe the claim to be correct and just.

From the peculiarity of the case, I do not see that more definite evidence can be obtained; therefore I answer this question in the affirmative.

The papers are herewith returned.

Very respectfully,

J. M. BRODHEAD,  
*Comptroller.*

Hon. E. B. FRENCH,  
*2nd Auditor.*

STATE OF NEBRASKA,  
*County of Cheyenne:*

In the matter of the claim for damages for the loss of beef-cattle belonging to A. H. Wilder, contractor for furnishing beef on account of the U. S. Government for the Indians at Red Cloud and Whetstone agencies in the State of Nebraska, for the year ending June 30, 1874, which beef-cattle were killed by Sioux Indians.

Aaron Barker, of legal age, being duly sworn according to law, deposes and says: My name is Aaron Barker. I am twenty-two years of age. I reside, when at home, in the county of Pleasants, State of West Virginia. I have been, for the last twelve months, working for the above-named beef contractor as herder in his beef-cattle herd; kept part of the time on the Running Water River, in the State of Nebraska, about twenty-five miles from Red Cloud agency, and part of the time on the Platte River, State of Nebraska, about eighty miles from said agency.

The herd of cattle which I was employed at the said places for said contractor was his supply-herd, from which the issues of beef were made as required by the U. S. authorities at said agencies.

Affiant says that on the twentieth day of Decr., 1873, a party of Sioux Indians came to the said contractor's herd-ground, on the Running Water, and killed and used fifty-four head of beef-cattle, so being kept and herded by said affiant, for said contractor, which killing of said cattle by said Indians was done without the consent of said contractor, this affiant, or any other person during charge of said cattle or authority to act in the matter.

Affiant says that on the 30th day of Decr., 1873, two hundred Sioux Indians came to his camp, on the Running Water, and demanded beef-cattle of this affiant, which demand affiant says he had no authority to comply with, and said Indians after being refused beef-cattle by this affiant went out upon the range and killed sixty head of cattle. And affiant says that on the fifteenth of January, 1874, came to his camp, on the Running Water, a band of Sioux Indians and demanded beef-cattle from this affiant, which demand affiant says he had no authority to comply with, and that said Indians, after being refused beef-cattle by this affiant, went out on the range and killed fifty-four head of beef-cattle, and used them. This was done without the consent of said contractor, this affiant, or any other person having charge of said cattle or authority to act in the matter.

And affiant says that on the twenty-second day of Jan'y, 1874, a band of Sioux Indians came to his camp, on the Running Water, and demanded beef-cattle from this affiant, which demand affiant says he had no authority to comply with, and that said Indians, after being refused beef-cattle by this affiant, went out upon the range and killed and used forty-eight head of beef-cattle. This was done without the consent of said contractor, this affiant, or any other person having charge of said cattle or authority to act in the matter. And affiant

says that on the twenty-eighth day of Jan., 1874, a band of Sioux Indians came to the camp on the Running Water, and demanded beef-cattle from this affiant, which demand this affiant says he had no authority to comply with, and that said Indians, after being refused beef-cattle by this affiant, went out upon the cattle-range and killed and used fourteen head of cattle, which killing by said Indians was done without the consent of said contractor, this affiant, or any other person having charge of said cattle or authority to act in the matter. And affiant says that on the thirtieth day of Jan., 1874, a band of Sioux Indians came to his camp, on the Running Water, and demanded beef-cattle from this affiant, which demand affiant says he had no authority to comply with, and that said Indians, after being refused beef-cattle by this affiant, went out upon the range and killed and used twenty-eight head of beef-cattle; which killing by said Indians was done without the consent of said contractor, this affiant, or any person having charge of said cattle or authority to act in the matter. And affiant says that on the eighth day of Feb'y, 1874, a band of Sioux Indians came to his camp, on the Platte River, and demanded beef-cattle from this affiant, which demand affiant says he had no authority to comply with; and that said Indians, after being refused beef-cattle by this affiant, went out upon the cattle-range and killed and used sixty-four head of beef-cattle; which killing by said Indians was done without the consent of said contractor, this affiant, or any person having charge of said cattle, or authority to act in the matter. And affiant says that on the fifteenth day of Feb'y, 1874, a band of Sioux Indians came to his camp, on the Platte River, and demanded beef-cattle from the affiant, which demand affiant says he had no authority to comply with, and that the said Indians, after having been refused beef-cattle by this affiant, went out upon the cattle-range and killed and used forty head of beef-cattle; which killing by said Indians was done without the consent of said contractor, this affiant, or any person having charge of said cattle or authority to act in the matter.

Affiant further says that he is acquainted with the value of beef-cattle, and that the cattle so killed by the Indians were well worth, on an average, the sum of thirty (30) dollars. Affiant further says that said contractor has not recovered any portion of said property so destroyed as aforesaid, except as hereinbefore stated, nor has he, or any other person for him, received any compensation from any source whatever for said property so destroyed by said Indians. And affiant says that he has no interest whatever in said property or the compensation sought to be obtained for its loss. And further affiant saith not.

AARON BAKER.

Sworn to and subscribed in my presence by Aaron Barker, at Red Cloud agency, Neb. In witness whereof I have hereunto set my hand at Red Cloud Agency, Neb., this 27th day of March, A. D. 1875.

J. J. SAVILLE,  
U. S. Ind. Agent.

GEO. W. BARNGROVER, of lawful age, being duly sworn according to law, deposes and says: My name is George W. Barngrover. I am twenty-four years of age. I reside, when at home, in the county of Dallas, State of Iowa.

I have been for the past twelve months working for the above-named beef contractor, as herder, in his beef-cattle herd; kept part of the time on the Running Water River in the State of Nebraska, about twenty-five miles from Red Cloud agency, and part of the time on the Platte River, State of Nebraska, about eighty miles from said agency.

The herd of cattle on which I was employed at the said places for said contractor was his supply-herd, from which the issues of beef-cattle were made as required by the U. S. authorities at said agencies.

Affiant says that he has read the foregoing statement of Aaron Barker, and that the facts set forth are true; that a band of Sioux Indians did, on the twentieth day of Dec., 1873, come to the camp on Running Water and killed and used fifty-four head of beef-cattle; on the thirtieth day of Dec., 1873, two hundred Sioux Indians came to the camp on Running Water and killed and used sixty head of beef-cattle; on the fifteenth day of Jan'y, 1874, a band of Sioux Indians came to the camp on Running Water, and killed and used fifty-four head of beef-cattle; on the twenty-second day of Jan'y, 1874, a band of Sioux Indians came to the camp on Running Water, and killed and used forty-eight head of beef-cattle; on the twenty-eight' day of Jan'y, 1874, a band of Sioux Ind's came to the camp on Running Water, and killed and used fourteen head of beef-cattle; on the thirtieth day of Jan'y, 1874, a band of Sioux Indians came to the camp on Running Water, and killed and used twenty-eight head of beef-cattle; on the eighth day of Feb'y, 1874, a band of the Sioux Indians came to the camp on the Platte River, and killed and used sixty-four head of beef-cattle, and on the fifteenth day of Feb'y, 1874, a band of Sioux Indians came to the camp on the Platte River, and killed and used forty head of beef-cattle.

GEO. W. BARNGROVER.

Sworn and subscribed in my presence by Geo. W. Barngrover, at Red Cloud agency, Neb. In witness whereof I have set my hand at Red Cloud agency, Neb., this 27th day of March, A. D. 1875.

J. J. SAVILLE,  
U. S. Ind. Agent.

RED CLOUD AGENCY, D. T.,  
March 27, 1875.

I certify on honor that I have investigated the claim of A. H. Wilder, for beef-cattle killed by Sioux Indians in his herd held for supplying Red Cloud agency and Whetstone agency, on Dec. 20 and 30, 1873, and Jan. 15th, 22d, and 28th, and 30th, and Feb'y 8th and 15th, 1874, and from evidence before me believe the claim to be correct and just.

And I further certify that at the time the cattle were killed on the Running Water, that Indians informed me that about two hundred had been killed, and I so reported in a letter to the Hon. Commr. of Indian Affairs, dated Feb'y 11, 1874, and that Red Cloud has since stated that many beeves were killed at that time.

I therefore respectfully recommend the said claim to the favorable consideration of the Department.

Very respectfully, your obt. sevt.,

J. J. SAVILLE,  
U. S. Ind. Agent.

SPOTTED TAIL AGENCY, D. T.,  
March 31, 1875.

I certify that I have investigated the claim of A. H. Wilder, for beef-cattle killed by Sioux Indians, in his herd, held for supplying the Spotted Tail and Red Cloud agencies, on Dec. 20 and 30, 1873, and Jan. 15, 22, 28 and 30, and Feb'y 8 and 15, 1874, and, from evidence before me, believe the claim to be correct and just. At the time the cattle were killed on the Running Water, the Indians informed me that about two hundred had been killed, and that "Spotted Tail" and "Swift Bear" have since said that a large number had been killed by the several bands of Sioux belonging to this and Red Cloud agencies.

I therefore recommend the above claim be favorably considered by the Department.

E. A. HOWARD,  
U. S. Ind. Agent.

The United States to A. H. Wilder, Dr.

| Date.             |   | Dollars. Cents. |
|-------------------|---|-----------------|
| 1874.             |   |                 |
| June 30.          | For beef-cattle taken from herds held on the Running Water and Platte Rjver, for the purpose of supplying the Red Cloud and Whetstone agencies, D. T., under contract dated May 20, 1873, and killed and consumed by the Sieux Indians, as per the following statement: |                 |
| 1873.             |   |                 |
| Dec. 20 .....     | 54 head cattle, averaging 955 lbs., 51,570 lbs. gross.  |                 |
| " 30 .....        | 60 " " " " 955 " 57,300 "   |                 |
| 1874.             |   |                 |
| Jan. 15 .....     | 54 " " " " 933 " 50,382 "   |                 |
| " 22 .....        | 48 " " " " 933 " 44,784 "   |                 |
| " 28 .....        | 14 " " " " 933 " 13,062 "   |                 |
| " 30 .....        | 28 " " " " 933 " 26,124 "   |                 |
| Feb'y 8 .....     | 64 " " " " 997 " 63,808 "   |                 |
| " 15 .....        | 40 " " " " 997 " 39,880 "   |                 |
| Making a total of | 362 head of cattle and 346,910 lbs., at the contract-price of \$2.72½ per 100 pounds gross weight, amounting to.....  | \$9,453 30      |

The average above given are in accordance with the deliveries under the contract, as shown by the different accounts presented for settlement. This voucher issued in duplicate.

A. H. WILDER, Contractor.

(Indorsed:)

No. 3771.

BOARD OF INDIAN COMMISSIONERS,  
Washington, May 31, 1875.

Examined and approved.

F. H. SMITH,  
B. RUSH ROBERTS,  
Ex. Com.

DEPT OF THE INTERIOR,  
June 4, 1875.

The action of the executive committee is hereby sustained.

C. DELANO, Sec'y.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., March 22, 1876.

Continuation of the testimony of JOHN H. SMOOT.

By Mr. PAGE:

Question. You stated in your direct examination that you resigned on the 26th of February, 1873; you also stated that in May you were sent away to Chicago?—Answer. I guess it was in March. I was afterward appointed special agent.

Q. I find upon an examination of your testimony that you stated that you resigned on the 26th February, 1870; is that correct?—A. I think that is the date.

Q. You also stated that in May you were sent away to Chicago, and that it was during the session of Congress?—A. Yes, sir.

Q. You stated that after you had preferred the charges against Mr. Smith and Mr. Delano, Mr. Smith sent for you?—A. Yes, sir.

Q. I want this question answered directly: how long after you had resigned did he send for you?—A. The next day.

Q. What did he request you to do?—A. He requested me to withdraw my resignation.

Q. Did Mr. Averill or Mr. Strait request Mr. Smith, at your suggestion, to re-instate you?—A. I have no doubt but what they did; they were both friends of mine.

By Mr. WILSHIRE:

Q. Did they do it at your request, is the question?—A. I may have requested it.

By Mr. PAGE:

Q. When Wilder gave you the money, was it after you had been appointed a special agent?—A. No, sir; it was before.

Q. Was the committee investigating Mr. Wilder at the time he gave you the money to leave?—A. The committee was investigating the Commissioner of Indian Affairs directly, and Mr. Wilder indirectly.

Q. Now wait; I ask you the question directly, was the Committee on Indian Affairs investigating any matters with which Mr. Wilder was connected, when he gave you the money to go away? Answer that question.

Mr. WILSHIRE. Answer the question in your own way.

A. The committee was investigating the improper management of the Indian Bureau at the time, in which Mr. Smith, of course, appeared as the principal, and Mr. Wilder came in through contractors.

By Mr. PAGE:

Q. The chairman of the subcommittee says to you, "Answer the question in your own way." I asked the question and I think I am entitled to an answer, yes or no, and I insist upon an answer. Was the Committee on Indian Affairs investigating any of the affairs in which Mr. Wilder was interested at the time he gave you this money?—A. I think so.

Q. Do you know so; do the records of the committee show it?—A. Yes, sir.

Q. Have you the record?—A. I have the whole investigation.

Q. At that time?—A. Yes, sir; I think Mr. Wilder was one of the witnesses that testified.

Q. That is not the question. Were they investigating his transactions with the Government? That is a very easy question to answer, and if you do not know you ought to say so, and if you do know you ought to answer. What is your answer?—A. My answer is yes.

Q. That they were?—A. Yes, sir.

Q. You stated in your direct examination that you did not know of any frauds in the Interior Department, nor of any investigation by the committee; do you want to explain that?—A. I will say this: that I do not think I made that statement exactly. I did not intend to make it. There was an investigation going on, and I knew that fact and I think I so stated.

Q. How was it about frauds in the Interior Department?—A. I may have said that I did not know of any frauds.

Q. What is your answer now? Do you know of any now?—A. I do not know of any of what may be termed regular frauds.

Q. You stated in your direct examination that when Mr. Shanks brought the letter back Commissioner Smith changed the letter written by you so as not to accord with any of the facts; you also charged that it falsified the records; what do you mean by that?—A. I fully explained that before.

Q. The letter written on the 11th of April by you, you claim was in exact accordance with the records?—A. Yes, sir.

Q. And the letter written by Mr. Smith, at the suggestion of Mr. Shanks, was not in accordance with the facts and falsified the records?—A. Yes, sir.

Q. And this was the starting-point of your difficulty, and the reason why they wanted you transferred from the Bureau?—A. Yes, sir; that is the reason that was given to me.

Q. I read a recommendation of the committee, from page 220 of Report No. 98, Forty-

second Congress, third session, being the report of the Committee on Indian Affairs, concerning frauds and wrongs committed against the Indians, with many statistics of value in the management of Indian affairs:

"13th. To cause Douglass H. Cooper, United States Indian agent for Choctaws and Chickasaws, in 1860 and 1861, to return to the United States Treasury, for the use of the Choctaws, the sum of \$140,931.52 with interest; the amount in his hands, as such agent, when he betrayed his trust in 1861; and that the fictitious and fraudulent accounting and settlements made by him May 4, 1866, with the Choctaw delegates of 1866, who were fraudulently connected with him in the Latrobe contract of that year, and which settlement was carelessly received by the Indian Office, be set aside and a proper accounting, settlement and return be demanded and enforced."

That is from the unanimous report of the Indian committee and refers to the letter you have mentioned, does it not?—A. Yes, sir.

Mr. PAGE. I want that letter to appear in this connection.

[Mr. Page then read the letter heretofore in evidence, dated April 11, 1873, from E. P. Smith, Commissioner of Indian Affairs, to Hon. J. P. C. Shanks.]

Q. This is the letter that you wrote?—A. Yes, sir.

Mr. PAGE. I will read the letter also in which you say the records have been falsified. [The letter from the Commissioner of Indian Affairs to Hon. J. P. C. Shanks, under date of April 15, 1873, heretofore in evidence, was then read.]

By Mr. PAGE:

Q. In this conversation with Mr. Smith, when the letter was returned by Mr. Shanks with a request to change or alter it to conform to the records in reference to the settlement of the accounts of Mr. Cooper, was your attention called to a resolution of the Choctaw general council in regard to the further prosecution of negotiations with the United States Government?—A. Mr. Smith did not direct me to alter the letter. It was given to another party.

Q. Mr. Smith states that in this resolution the Choctaw delegation with Mr. Cooper were not authorized to settle these accounts of the Choctaws?—A. I do not remember anything of the kind.

Q. You do not remember of your attention being called to the fact, do you?—A. No, sir.

By Mr. WILSHIRE:

Q. Did I understand you to say that Mr. Smith did not direct you to make the change, but somebody else did?—A. Yes, sir.

Q. State who it was that directed you.—A. The correction was made by one of the clerks in the office, Mr. Harrison Dingman. I declined to make the change myself.

By Mr. BOONE:

Q. I do not understand whether you say Mr. Smith ordered you to make the correction or somebody else?—A. Mr. Smith did not. Instead of Mr. Smith's sending for me as the writer of the original letter, he sent for Mr. Dingman, and the correction was made by Mr. Dingman.

By Mr. WILSHIRE:

Q. Under the direction or orders of Mr. Smith?—A. Under the direction of the Commissioner, and Mr. Dingman brought the letter to me to get me to make the correction, and I declined to have anything to do with it.

By Mr. PAGE:

Q. How did you decline to have anything to do with it after you made the change?—A. I did not make the change. The change was made by the Commissioner.

Q. When did you decline to make the change?—A. I declined to adopt that letter and form a smooth copy as the reply of the 15th April, to Mr. Shanks.

Q. Did you not testify that Mr. Smith directed you to change the letter in accordance with his recommendation?—A. No, sir.

Q. What was it you refused to do? You said you refused to make the change.—A. This was a matter between Mr. Dingman and myself. I declined to recognize the position Mr. Smith had taken.

Q. Did Mr. Smith ask you to do that?—A. No, sir.

Q. How did you decline, then?—A. I declined it through the clerk, Mr. Dingman.

Q. What did he want you to do?—A. I was told that it was necessary to make a smooth copy of that letter for the purpose of sending it to Mr. Shanks; but it was not my duty to do it, and I declined.

Q. You declined to make the correction because it was not in accordance—A. Because it was not in accordance with my views.

Q. You stated that Mr. Smith did not ask you to make the change?—A. I say so still.

Q. How did you decline, then?—A. I made the remark that I declined to recognize the position taken by Mr. Smith. I simply made that reply to Mr. Dingman, who was a clerk, and brought the letter to me.

Q. Was your attention ever called to the authority of the Choctaws in reference to the

settlement of Douglass H. Cooper's accounts?—A. I think very likely. I have hunted over those papers a great many times, and I am rather of the opinion that I am particularly well-posted on them. I used to be, at least.

Q. Did Mr. Shanks, after this trouble had occurred about the letter, demand your removal?—A. I have understood that he did.

Q. Did he assign any reason for that?—A. I do not know that he did.

Q. Have you a brother in this city?—A. I have two brothers here. The one that you allude to I presume is S. S. Smoot.

Q. What is his business?—A. At present, he is attempting to construct a railroad.

Q. What has been his business for the last six or eight years?—A. It has been of a varied character. He was engaged in the Indian service for a while.

Q. Has he ever been a contractor or interested in contracts?—A. I do not know that he is, only in that way, contracting for surveys.

Q. Was he not interested in the Latrobe matter?—A. Not that I know of.

Q. You do not know that he was?—A. No, sir; I do not.

Q. Were you not advised that one of the reasons why General Shanks demanded your removal was that you were giving information to your brother in reference to matters before the Department in which your brother and Latrobe were involved?—A. I never heard such a thing. I may remark that at that time my brother and I were not on speaking terms.

Q. Were you not informed that that was the reason Mr. Shanks demanded your removal?—A. No, sir; I never heard anything of the kind. There is no truth in it whatever. I will state that right here, if Mr. Shanks or anybody else says so.

Q. Were you not cognizant of the fact that in the testimony before the Indian committee of the Forty-second Congress, 1873, the committee was in possession of the facts which showed that there were frauds in the settlement of the accounts of Douglass H. Cooper, and were you also aware that that was the reason of the demand made by Shanks upon the Indian Office for a letter showing the fact?—A. I did understand that Mr. Shanks was a gentleman who was sent to the Indian country to investigate frauds, and I did understand that he had some point in relation to Mr. Cooper.

Q. Were you not aware that the committee had discovered from the testimony that there was fraud connected with the settlement of the accounts of Mr. Cooper?—A. I was not when I wrote the letter of April 11, but I was fully convinced when the letter of Mr. Smith, 15th of April, was written, because it explained itself—that it was written for a purpose.

Q. Did not Mr. Shanks, when he came back with your letter of the 11th of April, make this statement, that your letter was not in accordance with the facts that were in possession of the committee?—A. I do not know anything of his making that statement. The statement may have been made, but I do not know anything about it.

Q. Did he not call attention to the fact, and did not Mr. Smith call attention to the fact, that it did not cover the ground?—A. Mr. Smith may have done so.

Q. Do you not know that Mr. Shanks returned this letter to the Commissioner of Indian Affairs by direction of the committee?—A. No; I do not. I know that he brought the letter back, but I do not know whether it was by direction of the committee or not.

Q. You stated in your direct examination that after those letters were written, you staid in the Office from April to the following February, ten months, before there was any talk of transferring you?—A. Yes, sir.

Q. You stated that Mr. Averill had you appointed as special agent; what time was that?—A. I think it was the 19th of May.

Q. How long after you were discharged?—A. I resigned; I was not discharged.

Q. How long was it after your resignation?—A. I resigned on the 26th of February. My appointment as special agent was the 19th May, I think.

Q. When did you first see General Averill after your resignation? Do you remember the date?—A. It would be impossible for me to say.

Q. About what date?—A. General Averill was a friend of mine and I presume I saw him every day, may be half a dozen times a day.

Q. Do you remember asking Mr. Averill the next day to have you re-instated?—A. Yes, sir.

Q. You solicited a re-instatement?—A. Yes, sir.

Q. Did you at the same time request that you might be re-instated to the same position if you failed to get some other place?—A. That would naturally have been my course.

Q. You saw the other members of Congress?—A. Yes, sir; I saw Mr. Strait and Senator Ramsey, and all my friends that I could call upon for help.

Q. Was not General Averill's action in getting you appointed to this special agency a free act of friendship on his part?—A. I think so. I think that he was an excellent friend of mine and would do anything he could do for me.

Q. Were you in the habit of going to him?—A. Certainly.

Q. And sometimes you would cry?—A. I do not know about crying.

Q. Did you never cry in his presence?—A. I do not know that I did.

Q. And represent to him that you were poor?—A. I am poor to-day.

Q. And that you wanted something to do, and wanted him to interest himself in your behalf?—A. Yes, sir.



Q. It was after these frequent appeals, was it not, that General Averill got this appointment for you to go West? You had made frequent appeals to him, had you not?—A. I may have made many appeals to him, but not to get that appointment.

Q. To get back into the office?—A. That was the—

Q. Did you not tell General Averill that you wanted to get back to Minnesota, where your wife was?—A. I may have done so; it would be very natural if I should.

Q. You state that General Averill told you, while walking on the street on Sunday, that you would receive your appointment on Monday. Did you not accost him on the street?—A. As far as I can remember he suggested to me to walk along with him, and we walked down Sixth street, probably as far as the wharf.

Q. Where did you meet him?—A. As near as my memory serves me, on the street, near the Saint James Hotel.

Q. He did not go and hunt you up and walk around with you?—A. I did not say so.

Q. That is the inference to be drawn from your direct testimony.—A. No, sir.

Q. You think, then, that you met General Averill upon the street, and he asked you to walk with him?—A. Yes, sir.

Q. You had been before and was at that time soliciting his assistance in getting you a place?—A. To go West; yes, sir.

Q. I mean when you came back from the West you were out of employment and wanted a place, and you requested his assistance then, did you not?—A. Yes, sir.

Q. Did you not tell General Baker that you had talked a great deal about papers and charges, &c., and you passed them over to him and said you did not want anything more said or done about it—that you did this under excitement?—A. No, sir; I did not.

Q. You did not say anything of the kind to General Baker?—A. No, sir.

Q. Did you not volunteer to pass the papers over to him?—A. I did not.

Q. Did you not state to him that there had been a great deal of talk about this matter, and that you were acting under excitement, and that that was the reason you had done this?—A. I do not think I ever expressed that kind of an opinion.

Q. And you passed the papers over to him voluntarily?—A. I did not voluntarily; it was a demand made upon me, and even up to the moment that I had left the papers in his possession, after I had taken two hours to go for them, I even then hesitated whether to do it or not; but I did so.

Q. You state that Mr. Wilder gave you \$300 when you first called upon him?—A. Yes, sir.

Q. Had you ever been in the habit of doing any clerical work for Mr. Wilder—had you performed any such service for him at all?—A. I might have done some little service for him of evenings, but nothing that could call forth a contribution of \$300, by any means.

Q. Did you tell him that night that you were going West?—A. No, sir.

Q. What did you say to him when you first went into the room, as nearly as you can remember?—A. As nearly as I can remember I sent my card to him, as he had requested me in the morning to call upon him that afternoon at 4 o'clock. My appearance in the room was intimation enough to him, I suppose, of the reason why I had come, because he had requested me to do so that morning.

Q. What did you say to him?—A. I could not say.

Q. What do you think you said?—A. I have not the least idea.

Q. Did you tell him you were going West and didn't have any money to go with?—A. No, sir.

Q. Did you have money to go with?—A. I guess I could have raised it in some way.

Q. Did you have it without borrowing it?—A. I do not know that I did. I had money, and possibly money enough in my possession to go West, if I had wanted to.

Q. You answer the question in both ways. Now, how do you want your answer to appear?—A. I cannot say.

Q. Do you want to make any explanation?—A. I cannot say; it is rather a puzzle for me to say how much money I had in my pocket on such a date in 1873. I may have had enough to go West with and may not.

Q. Was there ever a time three days after pay-day when you had money enough to take you to Chicago?—A. Yes, sir; but I have seen a great many times when I did not have it.

Q. Do you not remember that at this time you did not have the money, and so stated?—A. I do not remember anything of the kind.

Q. Do you not remember telling General Averill that you did not have sufficient money to go West with?—A. No, sir; I do not.

Q. Do you remember telling anybody else that you did not have it?—A. No, sir.

Q. Was not that a fact?—A. That brings me back to the answer I made a moment ago, that I do not know whether it was or not.

Q. It is more liable to be true than otherwise?—A. The chances are that I did not have.

Q. Was Mr. Wilder a friend of yours?—A. He was.

Q. Had you ever borrowed money of him before?—A. Yes, sir; but I never borrowed that, mind you; you can't come in—

Q. I ask you if you had borrowed money of him before?—A. I want to be understood—

Q. I ask you a direct question, if you ever borrowed money of him before? Did you ever borrow any money before this time of Mr. Averill?—A. I say that I have.

Q. Did you pay him back?—A. I have paid him in some instances, and in others I have not.

Q. You stated, if I remember rightly, that you had been in the habit of doing work for him?—A. Yes, sir.

Q. You performed some clerical duties?—A. Yes, sir.

Q. What did you know about Mr. Wilder's transactions that would have implicated him in any dishonorable conduct?—A. That is a matter upon which I have asked you to excuse me until I can prepare a statement.

Q. That is a question that you ought not to ask any delay about, for this reason: you have stated a fact; the only inference that could be drawn from the fact you stated was, that he wanted you to go West to avoid testifying before this committee of investigation. I want to know right in this connection what you knew in reference to Wilder's transactions with the Government, that would make you a dangerous witness before the committee against Mr. Wilder?—A. I propose to show that.

Q. I want to know what you know. Do you remember anything now?—A. I do not remember enough about it to speak of it.

Q. Did you know anything about it?—A. Yes, sir.

Q. What was it?—A. I propose to tell you, and have asked the chairman to allow me time and I could prepare a statement. I propose to submit that statement.

Q. We never gave you permission to prepare any statement; your testimony is your statement. You wanted time to examine some printed documents, and refresh your memory in reference to charges that you had prepared against Mr. Delano and Mr. Smith. Now I ask you the question whether, at this time that Mr. Wilder gave you this money, you were in possession of any facts that would implicate Mr. Wilder in fraudulent transactions with the Government?—A. I was in possession of facts that would have injured Mr. Wilder; no doubt of it.

Q. What were they?

Mr. WILSHIRE. If you remember these facts sufficiently to state them, tell us; if you do not remember them, and can state the facts by refreshing your memory by consulting memoranda or records, state that fact.

A. I have requested that privilege.

By Mr. PAGE:

Q. State all the facts you can remember.—A. I might think of a dozen matters, but I prefer to put them in black and white before I make any statement.

Q. This is not a very difficult question to answer. I am not asking you to answer any question that you cannot remember. I ask you if you can remember any fact now that, had you given it before the committee, would have implicated Mr. Wilder in fraudulent transactions with the Government; if so, state it.—A. I do remember one fact. I name one, but I think it is trying to force matters a little too strong. I will name one, however—a transaction as I stated in my general examination.

Q. What was it?—A. The transaction of the purchase of cows.

Q. Beef-cattle?—A. No, sir; stock—horses, cows, &c.

Q. What about that? I want all the facts. What way was it fraudulent?—A. I had better refer you to the Board of Indian Commissioners for their decision. I could name a great many of these things, but I do not feel like doing it this morning.

Q. How long have you been subpoenaed before this committee?—A. I was subpoenaed, I think, on the 6th of February.

Q. Have you not had time during that time, since you were subpoenaed, to refresh your memory?—A. I had not the least idea what you were going to ask me.

Q. Did you not have the least idea what Mr. Wilshire would ask you?—A. I did not until he asked me the questions.

Q. Had you not given any information to anybody in regard to what you were going to testify to?

Mr. WILSHIRE. He has talked to me and I have talked to him. I am willing to admit that.

By Mr. PAGE:

Q. What about the cow-contract?—A. It was not a cow-contract. It was not a contract at all, as I understand it. In other words, it was a special matter about which there is a great deal to be said.

Q. Was this cow-contract under investigation before the committee?—A. It was not, that I know of.

Q. Do you believe?—A. I believe it was.

Q. What is it about this cow-contract? I want to know.

By Mr. WILSHIRE:

Q. Would it not have been brought to the attention of the committee if you had been made a witness and fully interrogated?—A. Yes, sir.

By Mr. PAGE:

Q. You are a witness, and you can be fully interrogated now.—A. This was two years ago. I was out of that Department over two years, and now you are asking me about things that I have forgotten to a great extent, and I have asked the privilege to refresh my memory, and then I can come here and give you as fair a statement as I can make.

Q. You have been subpoenaed for six weeks?—A. That is true.

Q. You have had frequent conversations with the chairman of this subcommittee, have you not, in regard to matters you have testified about?—A. I do not know that I have.

Q. Have you ever had any conversation with Mr. Nash?—A. Very often.

Q. About what you have testified to?—A. I do not know about that.

Q. Do you or not know whether you have had any conversations with Mr. Nash about that?—A. I say that I have.

Q. Then your memory has been refreshed time and again by conversations you have had with different members of the committee as to what you would be called upon to testify?—A. I do not admit that point at all.

Q. You have had conversations with Mr. Wilshire?—A. Yes, sir.

Q. And with Mr. Nash?—A. Many times I have talked to Mr. Wilshire and Mr. Nash upon general subjects.

Q. About this matter, about what you have testified to before this committee?—A. Yes, sir.

Q. Now, I want to know if, in the course of your conversation that you had with any of these gentlemen, this question of Mr. Wilder's transactions was brought up?—A. Mr. Wilder may have been talked of.

Q. Why have you not refreshed your memory upon this matter, you having been subpoenaed six weeks ago? That was important enough in your judgment to cause Wilder to give you \$300 to go away. State, now, what you know about this cow-contract, if you remember anything, and if you do not remember anything, say so.—A. I have asked that privilege.

Q. I cannot be put off in that way. I want to know if you remember anything about it at all. If you do not, you will answer that you do not remember; and if you do, give us the facts.—A. I understand your position thoroughly.

Q. Now, what is your answer?—A. Well, sir, I do not remember enough of it to speak of it this morning.

Q. Do you remember anything?—A. Of course I do; but as I say, it is not sufficient to make a clear explanation of the matter.

Q. Do you not know, and did you not know at the time, that there was not anything in it?—A. No, sir, I do not.

Q. What is there in it now?—A. Give me a chance and I will show you what there is in it.

Q. We will take that chance ourselves.—A. Then you need not question me upon the subject.

Q. You are not a very good hand to remember.—A. I prefer that you would not question me any more upon it.

By Mr. TUFTS:

Q. What do you know about that cow-contract? Tell us in so many words, without any ifs and ands.—A. I have three or four separate times said—

Mr. TUFTS. I insist upon an answer to my question.

By Mr. WILSHIRE:

Q. You have stated in your cross-examination that you could remember one particular fraud that Mr. Wilder was implicated in, and you said that you could mention only one specifically, but that you could not state exactly what the fraud consisted in without an opportunity of examining some of the records and documents?—A. I do not propose to scalp this matter, but I want to speak intelligently when I do speak.

Q. With that explanation is the committee to understand that you could specify particularly what the fraud consisted in?—A. Yes, sir, if you give me an opportunity.

By Mr. PAGE:

Q. Do you not think it is remarkable that you can remember the fact that Mr. Wilder gave you \$300 to prevent your testifying before the investigating committee of this House, and yet you cannot remember the facts upon which you were to testify, or any of them? Answer that, whether you do or not.—A. You place me in a false position by saying he gave me \$300 to prevent me from testifying. I have not testified that.

Q. He did not give you that for that purpose.—A. I say I have not testified that.

Q. I want to know if he did.—A. I say that I have never testified that.

Q. I want to know what you say now.—A. The same remark that I made in my leading testimony—that is the inference.

Q. I do not want your inferences; I can draw them as well as you can. I want to know whether he gave you \$300 to leave the District of Columbia to avoid testifying before a committee of this House.—A. I have never said so.

Q. I want to know what you say now. Did he do it?—A. Mr. Wilder gave me \$300 for the purpose—

Q. Did he do it?—A. There are quite a number of points I could have testified to before that committee that I have not detailed in my general testimony.

Q. I have looked over your testimony carefully and find nothing in reference to that question. I want to know now whether you do not think it remarkable that you can remember one proposition and not another?—A. Not very; from the fact that this cow-contract is a matter of somewhat formidable character and would take some little time to look into.

Q. Is the cow-contract a matter of record in the Indian Department?—A. Yes, sir.

Q. What year was that cow-contract made?—A. I think in 1873.

Q. Give us as nearly as you can remember just when it was made, because that is important.—A. July or August, probably, 1873.

Q. When was it Mr. Wilder gave you this money?—A. The money was paid to me in March, 1874.

Q. The date of this letter was April, 1873, and the money was paid to you in 1874?—A. Yes, sir; in March.

Q. When was it that the cow-contract was made?—A. In July or August, 1873.

By Mr. SEELYE :

Q. What was this money paid to you for by Mr. Wilder?—A. The money was given to me with the understanding that I would leave town that night. Anything further than that is inferential with me.

Q. What did Mr. Wilder mean by giving you the money?—A. I cannot state.

Q. You received money from a certain man, and, of course, you must know what you got that money for; and I would like to have you state.—A. I promised to furnish as near as I possibly can do so a correct statement of those charges that I had at the time, and I can do no more. I am willing to do all I can.

Q. I want to get at what you think Mr. Wilder supposed he paid the money for.—A. I say the inference was, to get me out of town while the investigation was going on.

Q. Why was it important that you should get out of town?—A. That brings me back to my remark a moment ago that I had some charges.

Q. What are the charges?

By Mr. WILSHIRE :

Q. At the time this money was paid to you by Mr. Wilder, was Mr. Wilder acquainted with the fact that you were in possession of facts in relation to frauds in the Indian Department with which he was connected?—A. I think so.

By M. PAGE :

Q. What were those frauds that he was in possession of knowledge of?—A. I have promised to make a statement, and all I can do is to fulfill that promise.

Q. Give us the facts and we can draw the inferences as well as you. What were the facts within your own knowledge that led you to believe that Mr. Wilder believed that you were in possession of facts that would implicate him in frauds in the Interior Department?—A. Now, that is a very difficult question to answer. I know that there were a great many of them. There was quite a number of my friends who knew that I had those charges, but I cannot say how Mr. Wilder got hold of it.

Q. I see that I cannot get at this unless I take a force-pump. Now, I would like to know if, when you went to see Mr. Wilder, you were not intending to go West at that time?—A. No, sir. I fully intended to go West; that is my home.

Q. When?—A. Probably in three or four or five or six months, or may be less time. Had I failed to get a position, I certainly would have gone West.

Q. You say this matter you have referred to of the cow-contract was being investigated by the Committee on Indian Affairs?—A. I think so.

Q. Will you direct the committee to any facts in reference to that matter in the report of the committee?

The WITNESS. Let me look at the report.

Mr. PAGE. I do not want you to take the time now.

A. I cannot tell, then.

Mr. PAGE. Some other time will do.

By Mr. WILSHIRE :

Q. Is it mentioned in this report?—A. I think so.

By Mr. PAGE :

Q. You have mentioned that the Indian Department had been in the habit of letting contracts not to the lowest responsible bidder. What case do you remember where the Department did not let the contracts to the lowest responsible bidder?—A. There are a great many.

Q. Answer right straight out like a man—give us the case.—A. The records will show that fact better than I can.

Q. You stated it in your direct examination; now I want to know what they were. Give us

specifically the ones you can remember.—A. If you would give me your line of questions and ask me to fortify myself about it, I could have come here and been fortified.

Q. You have been subpoenaed six weeks, and have been in consultation with members of the committee and with outsiders in reference to this matter. Now, I want to know what there is. You testified in your direct examination that the Department had been in the habit of letting contracts and paying no regard to the lowest responsible bidder. I want to know what case you remember where the Department did not let the contract to the lowest responsible bidder.—A. I can state this, and only this, that the records will show a great number of cases; but as to any one case I do not remember just now.

Q. You do not know of any, then. Do you or do you not know? Can you state any?—A. I say that I cannot state any now, but the records will show a great number of them.

Q. I am not asking you about the records. The records are not in evidence now. I want to know whether you know or not, and can state them now?—A. I say not.

Q. You stated that an account of \$79,000 was paid to Mr. Wilder after it had been rejected by the board; what do you know about that?—A. You might just as well ask me if I possess all the information in the Department. I can prove that, though.

Q. What do you know about that?—A. I did know about it.

Q. What do you know about it now? You testified on Friday or Saturday that you did know about it.—A. I can prove the point.

Q. Tell the committee what you know about it.

Mr. WILSHIRE. State what you know positively, and if your knowledge is only from information, state the source of that information.

Mr. PAGE. State anything you know—make it hearsay. That has been the subject of your testimony. Do you know anything about that of your own knowledge?

A. Of my own knowledge, nothing more than the routine of the Office.

Q. What do you know about the routine of the Office in reference to this transaction?—A. I can only say this, that any of those points I can substantially sustain, but I have—

Q. I ask you to state what you know.—A. I do not know anything—

Q. You do not know anything about it?—A. I do not say that.

Q. Now, I have stated that you stated in your direct examination that \$79,000 was paid to Wilder after the same had been rejected by the board. What do you know about that?

—A. Of my individual knowledge, I know nothing this morning; I mean to say, so far as I am sitting here is concerned.

Q. Have you not frequently requested Mr. Averill or Mr. Strait to restore you to your former place?—A. I think that I have.

Q. Mr. Wilshire stated to you that he had heard it stated that there was a desire on the part of some one of this committee to shield Mr. Bosler. Your answer was, "I have heard the same thing myself." Now, who is the party?

The WITNESS. Who is what party; the one to shield Mr. Bosler?

Mr. PAGE. The member of the committee.

The WITNESS. I remember the question. I do not know that I have heard any one particular name, but I have heard that remark—that there was an effort on the part of some person to shield Mr. Bosler.

Q. On the part of some member of this committee?—A. Yes, sir.

Q. Who was the party?—A. I do not know that I can give it.

Q. You stated in your direct examination that you had heard the same thing yourself.—A. Yes, sir.

Q. From whom?—A. I do not remember the first name of the gentleman. The man who spoke to me about it was Gibbs.

Q. Where does he live?—A. That I cannot tell you exactly; here in Washington, but I do not know his address exactly.

Q. What did he tell you?—A. That he understood that there was a disposition on the part of some member of the committee to shield Mr. Bosler; but he never named the party.

Q. Did anybody else ever say anything to you about that?—A. No, sir.

Q. You do not remember Mr. Gibbs's first name?—A. I do not.

Q. He stated to you that there was some member of this committee who desired to shield Mr. Bosler?—A. He made a remark that there was a disposition on the part of some member of the committee to protect Mr. Bosler, as I understood.

Q. He did not give you the name of the member?—A. No, sir.

Q. Who is Mr. Bosler?—A. Mr. Bosler is a beef-contractor, from Carlisle, Pa.

Q. Did you ask him who the member of the committee was?—A. I did not.

Q. Did you ever have any talk with Mr. Wilder about the member of the committee?—A. No, sir.

Q. Did you ever have a talk with Mr. Nash about who this member of the committee was?—A. I may have spoken to Mr. Nash about it.

Q. What conversation did you have with Mr. Nash about it?—A. I say I may have had a conversation, but I do not remember whether I did or not.

Q. Did you talk with Mr. Nash about it?—A. I think it likely I did.

Q. What was the subject of that conversation?—A. I do not remember it.

Q. State, as nearly as you can remember.—A. I may have remarked to Mr. Nash just a

I have here, that I heard Mr. Gibbs say that there was a disposition on the part of some one to protect Mr. Bosler.

Q. What did Nash say?—A. I cannot detail all these things.

Q. I want to know what Mr. Nash said in reply.—A. I have not the least idea what he said. I do not remember it any more than that I would remember what some one said to me at the hotel this morning. It went in at one ear and out at the other.

Q. Was any name mentioned?—A. No name that I heard of.

By Mr. BOONE:

Q. Would you know Mr. Gibbs again if you were to see him?—A. Yes, sir.

Q. Can you point out his address?—A. I can.

Mr. BOONE. I wish you would do so, and furnish it to the committee.

Mr. WILSHIRE. I can state in regard to that matter that I heard it in a casual conversation at the hotel. I did not at the time attach any importance to it, because I did not care in any way. The records of the committee will show for themselves when we get through. It occurred to me, however, at the time when I was interrogating this witness particularly in regard to Mr. Bosler, and I wanted to impress him with the importance of stating everything that he knew about it.

Mr. PAGE, (to Mr. WILSHIRE.) Do you remember from whom you got your information?

Mr. WILSHIRE. I do not remember. I say I heard it in a casual conversation with some gentlemen at the hotel some days ago.

By Mr. PAGE:

Q. (Handing witness a letter.) Examine that letter.—A. That is my handwriting.

Q. Look at the signature.—A. That is my signature.

The letter here referred to was read and put in evidence as follows:

“WASHINGTON CITY, D. C., November 25, 1874.

“Hon. E. P. SMITH,

“*Commissioner of Indian Affairs:*

“DEAR SIR: After consultation with mutual friends I am induced by their advice, as well as by a conviction of what is due to you, to make a frank and candid statement in relation to certain facts connected with my removal from office.

“You will readily understand that, smarting under the conviction that injustice had been done me, that I have done and said many things that my calm and dispassionate judgment would not sanction. But as indefensible as these were, they have been, doubtless, greatly exaggerated in your estimation, and, as I confidently believe, are nothing more than a candid, magnanimous nature may easily forgive and overlook.

“Acting under the belief that I had been unjustly dealt with, I did gather many material facts that I thought essential to my vindication, and it is not remarkable that I should have been beset by those who claimed to be my friends who were desirous to possess themselves with these materials to subserve their own selfish ends. With this view I was sought often and importuned, and my very weaknesses were appealed to to effect their purposes; but as I had no special animosities to gratify, and as my real purpose was my own official and personal vindication, I never, for a moment, listened to the earnest and persistent efforts of these persons. I need not attempt to describe to you the persistency of these persons, who were inspired simply by a desire to subserve their own selfish ends. The facts that I had embodied in writing never passed from my own possession. The extent of my indiscretion has been that, when under the influence of drink and smarting under the impression of personal wrong, I have spoken occasionally indiscreetly. To this extent, and no further, have I erred.

“I think that you can readily comprehend and appreciate my position, and that you will find no difficulty in absolving me of anything beyond an indiscretion that might have befallen a man far better poised than myself. For what has occurred I make the frankest and most unrestrained admissions, but I repel with unqualified sincerity any imputation of being stimulated by any personal enmity to you individually, and for what has occurred I trust that I may ask that it may be consigned to a generous oblivion.

“As to the charge of immorality, I can only say that, to a certain extent, it is true enough to cause me feelings of remorse. I regret more than I can describe that it has been true; but, acting under a long-settled conviction, I have and am still doing my best to repair the wrong I have committed.

“I trust that there need be no difficulty in a generous and magnanimous condoleance of all that has transpired, and I confidently hope that the kind offices of mutual friends may remove all obstacles to a reconciliation that will restore me to your confidence.

“Now, sir, I have frankly laid before you the inmost working of my whole mind in this matter, and I do not hesitate to invoke your powerful aid to my restoration to office, believing, as I do, that I may confidently leave the matter to your generosity.

“It is quite probable that the parties who have been so hostile to you will be here on the assembling of Congress, with a view of instigating further trouble, and I therefore respectfully ask that I may be restored to my desk and granted the difference of pay between \$1,200 and \$1,600 from the 19th of May last, in accordance with the Hon. Secretary of the Interior's

letter, dated April 22, 1874, allowing me to withdraw my resignation, and that you allow me two months' leave of absence, with pay, with a view of absenting myself and avoiding any of the subjects that have become hateful to me.

"I submit this with entire confidence that you will receive it with the frankness with which it is offered.

"I am, truly, your obedient servant,

"JOHN H. SMOOT."

The following reply to the above letter was also put in evidence and read, as follows:

"DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
"Washington, D. C., December 12, 1874.

"SIR: I am in receipt of your communication of November 25, stating as follows:

"It is quite probable that the parties who have been so hostile to you will be here on the assembling of Congress with a view of instigating further trouble, and I therefore respectfully ask that I may be restored to my desk and granted the difference of pay between \$1,200 and \$1,600 from the 19th of May last, and that you allow me two months' leave of absence with a view of absenting myself."

"The reasons which you urge for compliance with this request are two-fold: first, magnanimity; and, second, by inference, my own protection from threatened evil if you should be led to disclose the many material facts which you have gathered while employed in the Indian Office.

"As to the first, I shall be glad at any time to render you any service not inconsistent with my duty as an officer of the Government. As you are well aware, your course of life for some time past has been entirely unworthy of a clerkship in this Bureau, and if you have entered upon a reform, it must be as yet too short an experiment to form a safe basis of action. But if, as I sincerely hope, you have begun in earnest a better course, when you have demonstrated that it is possible for you to abandon licentiousness and intemperance, and to live a virtuous, sober, and true life, duty to the Government will no longer forbid me to listen to your appeal to magnanimity.

"As to the second ground of appeal, viz, my own protection, I have to say that I neither seek nor desire any such protection for myself or the Indian Office, or any one connected therewith.

"If you have in your possession, or within your knowledge, facts showing, or tending to show, that wrong practices exist in this Office, and if you believe an adequate remedy will not be promptly found upon my attention being called thereto, or if you believe them to be so gross that the ends of justice require that an exposure should be made as well as a remedy found, then there is but one honorable course open to you, viz, to proceed upon your own motion, without fear or favor, and lay the whole matter before some one or some body of men in authority who can procure redress and punishment.

"If, on the other hand, the 'many material facts' which you claim to have gathered are not facts, but a mass of distorted statements and inferences drawn by yourself from hearsay information and from inspection of accounts, all of which, on proper inquiry, might be found to be entirely consistent with right and propriety, but which, nevertheless, have been 'gathered' for the purpose of compelling official action in your favor, I have no suggestion to make as to the disposition of these papers, except to request that you will make me no more propositions to buy you off, and to frankly tell you that if a Comanche Indian were to undertake an impudent villany equal to what this would show you to have in hand, I should forever despair of his civilization.

"Very respectfully, your obedient servant,

"EDW. P. SMITH,  
Commissioner.

"JOHN SMOOT, Esq., Washington, D. C."

By Mr. SEELYE:

Q. Did you suppose at the time that you received the money from Mr. Wilder that it was paid to you in order to prevent you from going before the committee to testify?—A. Yes, sir.

Q. Then I would like to know whether you supposed this to be an honorable thing or a mean thing in taking that money?

Mr. WILSHIRE and Mr. BOONE. That question would not be in order.

The question was not insisted upon.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., March 23, 1876.

AMHERST H. WILDER sworn and examined.

By Mr. PAGE:

Question. State your age, residence, and occupation.—Answer. Saint Paul, Minn., is my residence; I am forty-eight years of age; I have been engaged in manufacturing, mer-

chandising, and contracting with the Government, and I have been a contractor with the Hudson's Bay Company, but am not now.

Q. I desire to call your attention to the testimony of Mr. Smoot, a former clerk in the Interior Department, given before this committee, in which he testified that you gave him \$300 some time in 1874, and that he drew the inference that the money was paid to him for the purpose of having him leave the country to avoid testifying before the Committee on Indian Affairs of the Forty-third Congress, who had at that time under investigation some contract in which you were interested. State all you know in reference to that matter.—A. Allow me to state that I have known Mr. Smoot for probably ten or twelve years; that he comes from Minnesota; that he is a man that I had always thought well of, and a man whom I had been in the habit of helping in a small way, occasionally; for instance, when he would come home to Wabasha, Minn., he would write me, and ask if I could not get a pass for a part of the distance; and two or three times I have procured passes for him, perhaps as far as Chicago; and occasionally, when I have been in Washington, he has asked me, when he would be hard up or strapped, to loan him money, and I have done that. Sometimes he has returned it, and sometimes not. I have not employed Mr. Smoot for the last two or three years to do any labor for me to my knowledge; but previous to that I have employed him to do considerable writing for me. I had some claims before the Quartermaster's Department and War Office. General Sanborn also had a great deal of writing that required copying, and he employed Mr. Smoot. Then, coming down to two years ago, I was in the city here; Mr. Smoot, as he and his friends told me, had lost his place in the Indian Office. I do not know which branch of the Indian Office he was in. Mr. Smoot also told me that he had been discharged, or was about to be discharged, on account of charges made against him by some member of Congress—Mr. Shanks, I think it was; that he thought he had been wronged. He claimed that the charges were not true. He said he had been to all of his friends, and they were all trying to get him back into his old place, or get him something to do, and he asked me to intercede for him. I told him I could not do anything for him in that way, still I would talk with our friends.

Q. Whom do you mean by "our friends?"—A. The Minnesota delegation; General Averill, member of Congress, Senator Ramsey, and Senator Ramsey's secretary, Judge Crowell, was interesting himself. General Sanborn was also interesting himself, and all the Minnesotians were called upon to try and help Mr. Smoot. The only place I met Mr. Smoot or saw him was, perhaps, around the halls of the Interior Department. I never saw him at any other place, except at one time, when he came to the hotel and asked me to go up to General Averill's room, saying that the general wanted to see if something could not be done for him. On going to his room Smoot was under the excitement of his troubles, I suppose, and was intoxicated; in fact, he had been intoxicated from the time he was turned out of office. At least at the times that I saw him, he was very much excited, almost crazy, and on the evening that he went to General Averill's room he cried terribly; said he was ruined; that his family were ruined; that he was out of employment and did not know what he would do, and he was in a terrible state. General Averill told him that he would do what he could for him to try to get him a position, perhaps in another bureau, and I think he stated that he had some promise from the Pension Bureau; but he said to Smoot, "Nothing can be done for you when you are conducting yourself as you are now; no official of the Government will take you back while you are conducting yourself in this manner. You are crazy drunk." I also said that to him. Mr. Smoot said, "It is perfectly impossible for me to get sober; I cannot. I am in the hands of men here who keep me drunk all the time, and I cannot get away from them. I want to get home." Both General Averill and myself advised him to go home to his family, and get away and get straightened up; that if he should get sobered up there would probably be no difficulty in getting him something to do. He said that was what he wanted to do and would do; but he said during the conversation, while this matter was being talked over with him, "I am out of money; I have nothing." I told him, "You are not discharged yet; your pay runs for so many days more; that makes it all right." He says, "I am in debt and cannot leave here without money." Finally, I asked him how much money he would require to get away. He said if he could borrow \$300 he would be all right, and would go away and get sober and straighten up; that it would save him, and he would be a man again. I told him he should not suffer for the want of \$300, if that was all that he wanted to make him a man again; and I said if you will go home and let the bummers alone—that class of men who take your money away—and pay your debts, I will loan you the money. General Sanborn had spoken to me and told me that Smoot ought to be helped, and said, "You can let him have some money; and if you can I would like for you to help him." So I loaned him the money. I do not remember whether I gave it to him that night or one or two days afterward. I really have no recollection of handing the money to him after that time. I only know the fact that I did let him have the money. My idea was that if he went home and straightened up he might return and get back his position, or get in a new position, and in that case he could return me the money; and if he did not it was gone, and that was all there was of it. That is all there is in regard to the \$300, or my connection with it. I could not tell you really when I gave it to him; whether it was the next day, or whether it was in the hotel where I saw him. I have no recollection of the fact of handing him the \$300, although I know I did do it.



Question. He has stated in his testimony that you requested him to leave that night. Explain in reference to whether your object in getting him away was not to sober him up, or whether it was to get him away to keep him from testifying.—A. It was only to sober him up. This conversation we had with him was in the evening, and it was probably the next day or two that he said that he could not get ready to go away. The conversation was simply that, if we let him have the money, he would use it in paying his debts. I did not want to let him have the money to spend for whisky with the men with whom he was running. He said he must have money to get away from here. "If I can get away from these men I am all right."

Q. Did you know of any testimony that Mr. Smoot could give in reference to any matter being investigated by the Committee of Indian Affairs of the Forty-third Congress, with which you were connected—any testimony in regard to contracts that would be injurious to you?—A. No, sir; I never heard an intimation. Mr. Smoot never intimated that there was anything against me; on the contrary, he looked upon me as a friend to help him. I never had an intimation that there was anything to be brought against me; on the contrary, he did not know anything, and does not know anything against me.

Q. Were you examined before the Committee on Indian Affairs, Forty-third Congress?—A. Yes, sir.

Q. Did you testify?—A. Yes, sir.

Q. Were there any contracts in which you were interested investigated by that committee?—A. Everything at the time that I remember. I do not remember to what extent I was questioned.

Q. Mr. Smoot testified in reference to a \$79,000 claim that was passed irregularly through the Indian Bureau; do you know anything about that?—A. That is very vague.

Q. He says it was for beef that was delivered before the time that the contract called for, or something of that kind; and that the Indian commissioners withheld it for a time, but that it was afterward passed upon.—A. I may have to ask you a question or two in regard to that. He speaks of a \$79,000 voucher. I think there were several vouchers that made up that claim for \$79,000. His reference to that \$79,000 makes me think that he has reference to the voucher that was given for oxen and cows. I presume that is what he had reference to. The cows were embraced in the vouchers, the whole of which amounted to about \$79,000.

Q. Was this matter of the \$79,000 voucher ever brought into the courts in any way?—A. One voucher connected with that \$79,000 was brought into court and was tried here in Washington, some two or three weeks ago. Mr. Welch, of Philadelphia, made charges against me in reference to one of those vouchers, amounting to \$1,100, and I commenced proceedings against him for libel.

Q. What was the result of the suit?—A. The court ruled that his letter which he wrote in making the charges was privileged, and that he could not be held liable for damages unless I proved malice. The jury disagreed. I understood six of the jurors—

(Mr. Boone objected to testimony in regard to the disagreement of the jury.)

Q. What particular voucher was it that this contest was about, and in regard to which this letter was written?—A. A voucher for two stallions, a wagon, and cow delivered at the Ponca agency in Dakota. The attack was upon that one voucher, and at the same time I understand that he says there was a large amount of the other vouchers fraudulent, and refers to the balance of the vouchers making up that \$79,000; but it was only upon one item of \$1,100 that suit was brought.

(Mr. Page offered in evidence a paper in reference to the disagreement of the jury in the case referred to, but upon objection being made to its reception by Mr. Wilshire, he withdrew the offer.)

Q. You referred to a letter, written by Mr. Welch, of Philadelphia; as nearly as you can remember, what were the contents of that letter in reference to this \$79,000 transaction referred to by Mr. Smoot in his testimony? Have you a copy of that letter?—A. No, sir; my letters and papers are at my office.

Q. Then testify according to the best of your recollection.—A. I can, perhaps, give the explanation you desire. You ought to know that all vouchers that are presented to the Indian Department for settlement first have to go to an auditing board to be passed upon before they can be allowed.

By Mr. WILSHIRE:

Q. That board is known as the Board of Indian Commissioners?—A. Yes, sir; I had a contract with the Indian Department for obtaining cows and oxen. I also sold and delivered at the same time some stallions at the same agencies. When the receipts were returned to the office, after the delivery of those articles, the accounts were made up here at the office, and sent over to Philadelphia to the chairman of that committee, Mr. George H. Stuart, and he, it seems, referred the accounts to Mr. Welch. Welch pronounced the \$1,100 voucher, that was a part of the \$79,000, to be fraudulent.

Q. Was Mr. Welch at that time a member of the Board of Indian Commissioners?—A. No, sir; he was chairman of the Episcopal Board of Missions, at whose agency this property was delivered.

Q. They had charge of the agencies?—A. They had charge of the agencies. He also

says in that letter at the same time, that the other vouchers, aside from the \$1,100 voucher, were fraudulent or were not straight. He says that the contracts were made in a private and secret way, between the Commissioner of Indian Affairs and myself. Of course the only charge which he made upon me, in which he said that I had committed a crime, was in regard to the \$1,100 voucher; which was the voucher upon which we had our suit. I did not sue him at all upon the \$79,000 vouchers, but it was only upon the \$1,100 voucher. The \$79,000 vouchers, which Mr. Smoot evidently refers to, were for the cows and oxen, and they were turned under a written contract with the Government, which was approved by this board of commissioners. However, I will say this, that when the charge was made by Mr. Welch, and the vouchers rejected at Philadelphia, they said that the contract had never been approved by this board. I did not know that. Of course my contract was made with the Department and approved, and I did not know whether it was approved or disapproved by this Indian commission.

By Mr. PAGE:

Q. This Indian commission was the peace commission?—A. Yes, sir; two years ago when the subject was investigated the committee sent for the original contract—called upon the Department to produce it. The Commissioner said that he had not seen the contract since he executed it, but that it was in the proper office in the Treasury building he supposed. The committee then sent up to the Treasury Department and the contract was produced, and it turned out that it was properly approved by the peace commission; that it had taken its regular course from the office after it was made, had been sent to the Treasury Department, and was there filed.

Q. Is that the \$1,100, or the whole?—A. The whole of it. The \$1,100 was a purchase in the open market; I supposed then that I was free from that.

Q. Did you commence suit against Welch for libel?—A. I did.

Q. What was the result of it?—A. The jury disagreed as to malice.

Q. I hold in my hand the report of the Indian Committee of the Forty-third Congress, of which Mr. Averill was chairman; you were before that committee, I understood you to state?—A. Yes, sir; I was before the committee.

Q. You gave your testimony fully?—A. I did.

Q. Were you cross-examined?—A. I was.

Q. The report of that committee will show the whole testimony?—A. Yes, sir; I think so. Mr. Adams was the gentleman who cross-examined me.

(Report No. 778, Forty-third Congress, was put in evidence.)

Q. Had Mr. Smoot been appointed special agent for the Pension-Office at the time that you had this conversation with him about his going home?—A. Of course, I have no means of knowing that, except that he said he had nothing. General Averill had been told, I believe, that they could probably get something for him in the Pension-Office, and if so, they would give him something to do there; of course, that I know nothing about, except that he said he had nothing to do.

Q. In loaning him this \$300, you stated that it was for the purpose of getting him out of town and sobering him up, he being an old acquaintance and friend of yours and being a resident of your State?—A. I had no other interest in it whatever.

Q. You had loaned him money before and helped him?—A. Yes, sir; in small sums.

Q. Did any of the Minnesota delegation request you to assist him—I mean the delegation in Congress, or any other gentlemen that were here at the time?—A. General Averill, and General Sanborn, and Judge Crowell requested me to assist him.

By Mr. WILSHIRE;

Q. Did not Mr. Welch claim, in the letter you refer to, that there were other parts of the \$79,000, which you claimed for oxen, cattle, &c., than the \$1,100 that were fraudulent?—A. No, sir; I do not think that he claimed that anything was fraudulent except the \$1,100 voucher. He claimed that the contract for the oxen and cows had been made with me privately and secretly, but I do not know that there was any fraud charged upon my part at all.

Q. Did he not charge that the fraud in that case consisted, at least to some extent, in the fact that the cattle were purchased or delivered to the Government at a very much higher price than they were purchased for?—A. I do not think there was any such charge as that.

Q. At what prices did you deliver the cattle, oxen, and such other stock as you delivered under that contract?—A. The cows were delivered at the agencies at \$40 a head, and the work-oxen at \$150 per yoke.

Q. You say you delivered some stallions?—A. They were from \$400 to \$500 apiece.

Q. What was the quality of the cows, oxen, and stallions that you delivered?—A. The oxen and cows were raised in Minnesota, all Minnesota stock.

Q. All American cattle?—A. They were fine American cattle that we raise in that country.

Q. They were not blooded stock?—A. I sent some bulls that were blooded—Durham stock.

Q. At what price did you deliver them?—A. I think some at \$100 and \$150, and, per-

haps, some for \$75. I could not say without referring to my accounts. It has gone from my mind.

Q. State at what prices you purchased this stock.—A. I could not tell you what prices. Q. I want to ascertain what the difference was between the prices for which you purchased and the prices at which you delivered, if you can give any information upon that subject.—A. I could not tell you the prices. The prices at which I purchased were more for some and less for others. I know about what I made on the contract, I think; still, I want you to remember that I take great risk in driving those cattle. It is about four hundred miles to the agency where the cattle were delivered, and I only got my pay upon actual delivery of the stock. I take the risk of driving them that distance.

Q. You have been delivering stock for different parties for some time to these agencies, have you not?—A. I have been engaged in that business.

Q. Have you ever lost any stock in the deliveries you made?—A. Yes, sir; we always lose some few in driving the cattle to the agencies.

Q. You did not lose any more there than you would driving the same distance anywhere else, did you?—A. I do not think that we did; but still the risk is greater in driving through a country of that kind than it would be where there were no hostile Indians. I know that in coming down with a herd of oxen and cows we applied at Saint Paul to the commander of the department—I think General Hancock; I am not sure, but at all events, the officer in charge—requesting to be furnished with an escort when we reached Fort Abraham Lincoln. A letter was given us, saying that if they had troops at that fort they could furnish us an escort; but we did not get it. However, we got through safely. My impression now is that I made clear in that transaction from 10 to 15 per cent. That is about the gross profit on the whole transaction. I did not make over 15 per cent.

Q. Can you remember the prices for any cows you delivered?—A. Personally, I did not purchase any of the cows nor the oxen; my partner, Colonel Merriam, looked after that. I do remember, too, of buying some oxen. I think they were purchased in town of a gentleman who had them out in the country. I think I bought eight yoke, and I believe we paid \$125 a pair. There would not be much profit on that when we got them through.

Q. I state to you that it has been communicated to me, at least, that you have purchased oxen at \$40, and delivered them at \$150, and cows at a very low rate, perhaps \$10 or \$15, and delivered them at \$40. That is the reason I am asking these questions. I want to get at the facts if you can state them.—A. That is not true. I do not think that the gross profit on the entire contract amounted to over 15 per cent.; that is my impression now. I may have been questioned upon that at the time I testified before the other committee; if so, it has passed from my memory. It is only within a short time that cows could be bought for the price you name in our country.

Q. Whereabouts were those cattle purchased?—A. They were purchased in the northern and western portions of Minnesota.

Q. In the region of Saint Paul?—A. No, sir; perhaps seventy-five to one hundred miles north and northwest of Saint Paul.

Q. What year was that?—A. That was in 1873, I think.

Q. You are willing that your statements, if you made any before the other investigating committee, shall be incorporated into your testimony here?—A. Yes, sir.

Q. Did you have a written contract with the Department to furnish these cows, oxen, and bulls?—A. I had a written contract for the cows and oxen, and the order for the bulls was an office letter, ordering me in purchasing cattle to purchase so many bulls.

Q. Did that contract stipulate the prices you were to receive for oxen and cows?—A. Yes, sir.

Q. Did this open letter that you refer to specify any particular prices that you would be allowed for bulls and stallions?—A. No, sir. The order for the bulls was simply an order, leaving it to our judgment to select good bulls. They gave us the order, which was an open order. I met Mr. E. P. Smith, Commissioner of Indian Affairs, at Sioux City, Iowa; he had been visiting the agencies upon the Missouri River, and as he came down from that country, I met him at Sioux City. He then said that he found that they required stallions at the agencies; he wanted twelve or fourteen, I think, and he asked me if they could be purchased and got together in time to go through with the herd that was going through.

Q. State what agencies you supplied in that way, if you can remember.—A. I think Ponca, Yankton, Whetstone, Grand River, Crow Creek, and Cheyenne agencies.

Q. Who wrote this open letter authorizing you to purchase bulls and stallions?—A. It was not an open letter for the stallions.

Q. I mean the letter authorizing you to purchase in the open market?—A. It was an open letter in regard to the bulls, that came from the Indian Office.

Q. Was it written by Mr. Smith?—A. I do not know by whom it was written. It was signed by either the Commissioner or Acting Commissioner.

Q. Have you that letter?—A. I haven't it here; I haven't any of those papers.

Q. It was an official letter?—A. I think it was an official letter.

Q. About what was its date according to the best of your recollection?—A. My own impression is that the letter was written in July, 1873.

Q. Was it addressed to you individually or your firm?—A. The contract was made with

me individually. I had no letter for the stallions, remember. When the Commissioner asked me if the stallions could be purchased in time to go through with the herd, I told him I thought they could be, and he said he wanted them, and described about what he wanted, and wanted to know if I could undertake to get them. I told him that I would. He said that he would be at Saint Paul in about two or three weeks, when the herd would be ready to go through. I told him that I would get the stallions together and we would go out and buy them, and get them together, and he could examine them himself to see if they were suitable before he took them. In about two or three weeks' time the stallions were gathered together; the business of gathering them together was transacted by my partner, Mr. Merriam; he looked to the outside business. They were gotten together and taken to a farm near Saint Paul. The Commissioner of Indian Affairs came there, and the Secretary of the Interior was also at Saint Paul at the same time. They went out to the farm, examined the stallions, rejected one, agreed upon the price of each stallion, marked them to which agency they were to go, and that was the end of it.

Q. That is the way the stallions were purchased?—A. That is the way the stallions were purchased.

Q. So really they were purchased from you by the Commissioner in person?—A. Yes, sir; in person.

Q. And he agreed to pay you the prices stipulated for, in your account presented to the Department?—A. Yes, sir; he did.

Q. With reference to the letter that he addressed you in regard to the purchase of bulls, did he stipulate any prices that you should be paid or did he leave that to you?—A. He left that to me; he had to leave it to somebody's judgment.

Q. How did he, upon the presentation of that account, ascertain whether that was a reasonable and fair price?—A. I cannot say, as a matter of course; I simply rendered our account to the Office.

Q. Do you know what means he employed?—A. I do not know that he employed any means. I think he saw the herd of cattle that were gathered together out on the frontier; because in going to Bismarck I know he passed in the direction that the herd were, but whether he saw them and examined them I could not tell you.

Q. The bulls were mixed up with the other cattle?—A. Yes, sir.

Q. Did you accompany your account to the Department with any evidence as to the fairness of the charges which you made for those bulls?—A. No, sir.

Q. You do not know whether he took any pains to obtain any information upon that subject, or not?—A. That I do not know; I simply returned my account as I would for any charge I had against an individual; I do not know what means he took for examining them.

Q. I will ask you if there was any understanding between you and Mr. Smith, or any officer of the Interior Department connected with Indian affairs, by which you were to have any favoritism shown you in the purchase of these articles, or anything else that you purchased?—A. Nothing whatever.

Q. No conversation of that character ever took place between you and any such officer?—A. No, sir; none whatever.

Q. No correspondence upon the subject?—A. No, sir; if I had I would produce it.

Q. I will ask you now to state what connection either you or your firm had, if any, with the purchase of pine timber in Minnesota or Wisconsin, at any time?—A. I had a contract for the purchase of pine on the Leech Lake Indian reservation, but I had no pine in Wisconsin. I made a bid for pine in Wisconsin, but did not get it. I paid \$10,000 on account of my contract for pine in the Leech Lake Indian reservation, and never did anything under the contract. The contract was suspended; it was said that the action of the Supreme Court annulled it, or would annul it, and nothing was done about it.

Q. The Supreme Court held that such contracts could not be made?—A. Yes, sir.

Q. And the money which you had advanced was returned to you?—A. Yes, sir.

Q. You never took any timber at all, I understand you?—A. No, sir; I never took a stick. I have never been on the reservation.

Q. Do you know anything about the disposition of pine lands in Wisconsin?—A. Only what I have seen in the papers; I know nothing personally. There was a bid made for them, and I raised that bid a hundred thousand and some odd dollars.

Q. Was there any understanding between you and any officer of the Interior Department with relation to the contract for the purchase of pine timber in Minnesota?—A. No, sir; the officers were all strangers to me at the time I bid on the timber. I went to the office an entire stranger, and I did not know a soul there.

Q. Did you ever have any conversation with either the Secretary of the Interior, Assistant Secretary, or the Commissioner of Indian Affairs, with reference to the purchase?—A. No, sir; I didn't know the Secretary of the Interior, and did not see the Secretary, to my knowledge, for six months.

Q. If you had no conversation what means did you employ to get the contract?—A. I will tell you; a certain portion of the timber was advertised for sale by the agent.

Q. State the name of the agent.—A. E. P. Smith was then the agent at White Earth, for a certain portion of this timber. I did not see the advertisement in the paper in time to bid. I had not then seen Mr. E. P. Smith, and did not know him. I took that advertisement

out of the paper and came to Washington, and made a proposal for that timber to Commissioner Walker. I think I first went into his room and showed him the advertisement, and told him I wanted to make a proposal for the timber if it was not too late. I think he then remarked to me, that if I had any communications to make, to make them in writing. So I addressed him a letter, and made my proposition for the timber, and left for home, I think, that same night. I received the reply from Mr. Walker, that the matter would be considered, and he would give me his answer by mail, or that I would be duly notified. Two or three days after getting home I received a letter from the Commissioner, saying that my bid was the best bid that had been offered for the timber, and he had instructed Agent Smith to give me the contract, provided he had no better offers for it. Perhaps a month afterward, I saw Agent Smith, and that is the first time I had ever seen him. I presented my letter to him. He said he had just received instructions from the Office himself; that he had been off making payments for a month, and had only just received his mail. I asked him if he would give me the contract. He said no, he could not take any action upon it; that he had just learned that, I think the expression was, the Indians had gone back upon their word, about having it sold; that they did not want the timber sold, and that he would take no action upon the matter. That, of course, ended the matter entirely. I never saw Mr. Smith after that, I think, until I saw him here in the office in Washington.

Q. I will ask you now, if you had the removal, or was in any way connected with the removal, of the Winnebago Indians from Wisconsin to Nebraska?—A. Yes, sir.

Q. State the extent of your connection with it.—A. I do not know whether it was one or two years ago; perhaps it was two years ago this winter. The first information I had in regard to the removal of the Winnebago Indians, or that there were any to be removed, was by a telegram I received at Saint Paul from the agent at Sparta, Wis., a stranger to me. That was the first I knew of any such person. The telegram inquired if I could provide transportation for some Winnebago Indians. I replied to him that I could. I think I asked him how many he had. I told him my partner, Colonel Merriam, would go down and see him, and learn how many there were, and what there was to be done. We did not know how many Indians there were, or how fast it was wanted to transport them, whether all at once or not. My partner went to Wisconsin, and met the agent, and learned that there were from 800 to 1,000 Indians to be removed from Wisconsin to the reservation in Nebraska, and that they were to go in squads as they could be gathered in. It seems that some had to be captured, and some were ready to be removed then. Whenever they would get enough together for shipment, we would be notified, and we had to provide transportation for them.

Q. Was that by contract with the Indian Department?—A. No, sir; it was with the agent. The agent himself had the money to pay for it.

Q. Who was that agent?—A. Captain Hunt. I had no written contract with him. I do not remember Captain Hunt's given name.

Q. What were the terms of that contract?—A. I cannot tell, exactly, but I can tell you very nearly the amount we were to have per head; I think it amounted to about \$18.50; it may have been from \$18.50 to \$20 per head; then for feeding and taking care of them we were to have \$1.50 per head.

By Mr. PAGE:

Q. For the whole distance?—A. For the whole distance, yes. The Indians were delivered to us in the morning usually; the first day they went to Saint Paul, remaining there over night; the next day they would leave in the morning and go to Sioux City, two hundred and seventy-five miles from Saint Paul; they would remain that night at Sioux City, and next day we had to send them by teams to the reservation, which was from twenty to twenty-five miles from Sioux City; we charged just the regular railroad rates for transportation of them. Those Indians were going, I think, for four or five months in different squads as they could be gotten together; we simply made up the first vouchers, "The United States Dr. to A. H. Wilder, (or Merriam & Wilder,) for transportation for so many Indians from Sparta, Wis., to the reservation in Nebraska, at so much per head; so much for feeding the Indians," &c. I do not know how many of those vouchers the agent paid to me; before we got through with the shipping of those Indians the agent discovered, or at least it was discovered, that there was no written contract; that there was nothing done in writing and approved for the transportation of those Indians. Those accounts read "as per agreement with" me. I do not know whether the agent discovered that or I did, but as there was no written agreement and no approval, there was no evidence of what the agreement was. Then it was said that I would have to have vouchers for this work; then I returned to him all the accounts he had paid me, and the account was made up entirely with the Saint Paul and Sioux City Railroad Company, and their vouchers attached for all the payments. My name does not appear; if you examine them you will see that it does not.

By Mr. WILSHIRE:

Q. Was that new account for exactly the same amount as the first account?—A. For the same amount as far as it had gone, yes; we had not supposed that we were to render any sub-vouchers; my clerk usually made the disbursements and kept the cash account, though I paid out money sometimes. When my clerk came to get his vouchers to cover his money for

the feeding of the Indians and the other attendant expenses, it seems—I did not know it at the time; I only speak of this as it came out afterward—it seems he found himself short, I think only \$200 or \$300, for which he had neglected to take vouchers during the transportation. He then said to a man by the name of Murrey, who kept a restaurant at Saint Paul, and who had done considerable of the feeding of the Indians there, "I am short so much money, for which I have neglected to take vouchers; you have done most of the feeding; I wish to cover that amount by vouchers from you." There were no more Indians charged for than were transported. I do not know whether they raised the price, or how, but they increased the amount enough to cover the money expended, and I think the charge is that the claim was some \$200 and odd. I never knew of that until four or five months after it was all passed.

Q. I would like to have you explain how, if Murrey had already been paid for feeding the Indians, they could go to work and manufacture a new account for \$350 out of whole cloth.—A. I do not know that it was manufactured out of whole cloth, or whether he raised the prices as he went along. I don't know the *modus operandi*, mind you. I never knew anything of it till it all came out. I have here the affidavit of my clerk in regard to the matter.

Q. If you have that, I would like to hear it read.—A. I have a printed copy of the affidavit, and that will give you the information you are seeking. It is as follows:

"Before me, a notary public in and for the State of Minnesota, appeared Samuel Gordon, who stated: That he is in the employ of Merriam & Wilder as financial clerk; that he had charge at Saint Paul, Minn., of the work of removal of the Winnebago Indians from Sparta and adjacent points in Wisconsin to the reservation in Nebraska, during the summer and fall of 1873 and the winter 1873-74; that he paid all expenses incurred in said removal; that the number of Indians so removed during this period was 868, accompanied by 37 whites who were in charge of the Indians, together with five cars of ponies and some few odd ponies that came through separately; that the cost of subsistence, lodging, and care of the Indians, whites in charge, and ponies, while *en route* from Wisconsin to the reservation in Nebraska was \$1,294.73, which amount was paid by him; that for a portion of this disbursement vouchers were not taken, and to cover this portion he requested and obtained vouchers from T. J. Murrey, (the party who fed the Indians, whites, and ponies at Saint Paul.) That he fully explained to said Murrey the reason why he made this request, and that said Murrey fully understood that the amounts he receipted for in excess of his actual bills were to cover *bona fide* disbursements made to other parties for these Indians for which vouchers had not been taken; that the cost of subsisting, lodging, and taking care of the Indians and whites in charge while *en route* from Wisconsin to Nebraska, a period of three days and two nights, (including the feed for ponies, which cannot be separated,) averages a trifle over \$143 per head, the vouchers attesting this fact being attached to the account rendered to and paid by the agent, and on file in the Department at Washington; that the entries made by him on the ledger of Mr. Murrey were made solely at said Murrey's request, for the purpose, as he alleged, of having his books agree with his receipts given, but, as I afterward ascertained, for the purpose of blackmail.

"SAMUEL GORDON.

"Subscribed and sworn to before me this 2d day of September, A. D. 1875.

[L. s.]

"EDWIN S. CHITTENDEN,

"Notary Public, Ramsey County, Minn."

Q. I understand from that that all the information you had was from your clerk?—A. That is all I know about it.

Q. Is this Mr. Murrey the Murrey who testified recently here before the District court in your case against Welch?—A. No, sir; he was not here at all.

Q. I will ask you whether you know personally of any transactions connected with that removal that were fraudulent as against the Government?—A. I do not. Let me state here, for I have seen it stated in the papers, that the removal was a great fraud, and that it cost the Government from forty to fifty dollars per head, and that it was a great fraud.

Q. I suppose the report of Captain Hunt will show the number removed and the aggregate cost?—A. I only want to say that I know nothing about the expenses except from the time they were delivered to me for transportation till they reached the reservation.

Q. His detailed statement would show what portion was for transportation and for other expenses?—A. For transportation, feed and all, it does not exceed twenty dollars a head, instead of forty or fifty dollars a head, as the papers stated.

Q. I want to ask you what time in the year it was when you delivered those cattle you mention?—A. We delivered them in October, 1873.

By Mr. PAGE:

Q. What is the distance from the point in Wisconsin where you received those Winnebago Indians to the point in Nebraska where the reservation was located?—A. About five hundred and twenty or five hundred and twenty-five miles.

Q. You say you had to send them twenty or twenty-five miles by wagons?—A. Yes, sir.

Q. Do you remember about the number of Indians?—A. Yes; 868, I think.

Q. Does your account show that you charged any more than \$1.50 per head for feeding the whole number of Indians?—A. It shows less than \$1.50 per head for the whole number we removed.

Q. Is this the fact, that the money was paid to one party from whom you took no vouchers, and in order to recover the amount actually paid out by you, you took the voucher from Murrey for feeding the Indians; is that true?—A. That is the case; that is the substance of my testimony.

Q. You found when you came to present your account that you had paid out \$200 or \$300 for which you had no vouchers?—A. I had no vouchers. That is my clerk's statement to me. I personally did not know of any shortage. I supposed he had vouchers for all. That was his explanation to me when the matter was brought to my attention.

Q. Then, if Mr. Murrey's books were changed at all, it was only to conform to a desire on the part of your book-keeper to have the books correspond to the amount charged for the feeding of those Indians?—A. They both told me that the entries were made at the request of Mr. Murrey himself.

Q. Did you charge for any more Indians than were actually fed by Murrey?—A. My own impression is, from the explanation, that there were one or two lots of Indians that were not fed by Murrey; but I do not know about that.

Q. You did not charge the Government more than he asked?—A. No, sir; no more, I presume, than was paid out; at least I should think so from the affidavit of the young man, and I have no reason to doubt it. I think the young man settled the bill's.

Q. All this transaction, so far as the transportation is concerned, was through your book-keeper?—A. Yes, sir.

Q. Do you remember the amount of money you paid the railroad company per head for transportation of these Indians?—A. No, sir; I think the entire transportation amounted to about \$18.50; about \$1.50 per head for the feeding.

Q. Did you charge any more to the Government for the transportation than the regular fare that the railroad company would have charged?—A. No, sir; the railroad companies were taking soldiers at the same time for the Government and charging just what I charged for the transportation of the Indians.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C.; March 23, 1876.

J. B. SANBORN sworn and examined.

By Mr. PAGE:

Question. State your age, residence, and occupation.—Answer. My age is forty-nine; my residence is Saint Paul, Minn.; I am an attorney at law.

Q. Do you know John H. Smoot?—A. I do.

Q. You listened to the testimony of Mr. Wilder?—A. Yes, sir.

Q. Were you in this city about the time referred to by him?—A. Yes, sir; I was here that winter.

Q. Did you see Mr. Smoot?—A. I did.

Q. Did you have any conversation with him?—A. I did converse with him.

Q. What was the subject of that conversation?—A. He applied to me almost daily for assistance in securing a position or in being restored to the position from which he had been expelled upon the demand, as he stated to me, of General Shanks. He was constantly representing the injustice of the general's action toward him, and the terrible condition he was placed in as the result; that he had not been able to save anything; that his wife was an invalid; that his children were not properly provided for; and that he must have assistance. This was repeated almost daily, and after he was discharged he wanted help to leave the city.

Q. He made frequent demands upon you for assistance?—A. Always; yes; he has always been rather a friend of all our people in Minnesota—perhaps it is proper to say almost a pet of the officials here. They have always stood by him and kept him in position. He was one of the most efficient accountants I have ever known.

Q. When he is sober?—A. When he is sober, yes. However, I have not often seen him when he was intoxicated. He did not come to me, when in that condition, so much as to others.

Q. Did you have any conversation with Mr. Wilder and the other Minnesotians here about assisting him?—A. I spoke to all our people here in reference to his case, and told them he must have assistance. I spoke to Mr. Wilder, General Averill, Senator Ramsey, and particularly to Senator Ramsey's brother, James Ramsey, who, I thought, could make a stronger claim upon the Senator than I could. I told them that he was without money and without means of support, with a family on his hands.

Q. In any of those conversations with you did he cry?—A. He was in great grief, and would cry if he was a little intoxicated. I never knew of any other infirmity of his except his weakness for whisky. I never had any intimation that there were any of our people actuated by any other motive in what they did for him except sympathy for him and a desire to assist him. He stated to me one day that he could injure some of the officers of the Interior Department. I asked them who they were. His intimation was—I do not remember the precise language—that it was the Secretary himself and the Assistant Secretary. I asked him what he had. He said he had a memorandum that he had given to General Baker. I went up to see the general, who was also from Minnesota, to see if I could get something for Smoot to do. I told the general that Smoot claimed to be in possession of some knowledge that would be detrimental to certain officers of the Interior Department, if made public. Baker said, "I will see him." Baker told me afterward that he had seen the papers that Smoot had, and that they did not amount to anything at all. That is all I heard about it. I had no thought of him being a witness or having any knowledge that was important. I told Mr. Wilder that for the time being somebody must assist him, and that he, being engaged in the largest business, was better able to do it than any of us.

Q. I will ask you if the object of yourself and friends from Minnesota was not to send him away from here and get him sobered up?—A. The sending him away, as I understood it at the time, was solely for that purpose. Baker told me that. I did not know that he was going away until I heard he was gone, and then they told me they had sent him away to sober him up, and that when he came back they were going to put him in the Pension-Office. That was the understanding of those gentlemen who had taken hold of the matter at my request and Smoot's to assist him. Smoot claimed that General Shanks's action was without warrant, oppressive, and cruel. I have never known, myself, what the facts in the case were; I never made a personal examination.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., March 25, 1876.*

JAMES B. KEGERREIS sworn and examined.

By Mr. PAGE:

Q. State your age, residence, and occupation.—A. Age, thirty years; residence, 412 Ninth street, northwest, Washington; occupation, clerk in the Pension Bureau.

Q. Do you know Rowland A. Colby?—A. Yes, sir.

Q. How long have you known him?—A. Since February, 1873.

Q. Did you know him prior to that time?—A. I did not. I was not personally acquainted with him.

Q. Where was he living and what was he doing at the time you became acquainted with him?—A. He was living at 1412 Pennsylvania avenue, opposite Willard's Hotel. He had not any occupation at that time.

Q. What had been his prior occupation?—A. He had been a clerk in the Indian Bureau.

Q. Do you know anything about his general reputation in this community for honesty?—A. Yes, sir.

Q. What is it, good or bad?—A. Bad.

Q. What transaction can you recall now that leads you to believe that his general reputation for honesty is bad?—A. In the case of stealing an overcoat from me.

Q. When did he steal an overcoat from you?—A. In the winter of 1873. I think it was February; I am not positive.

Q. What was the value of the overcoat?—A. The overcoat cost me \$45.

Q. Where was the overcoat stolen from? Tell all you know about it.—A. The overcoat was stolen from 1412 Pennsylvania avenue—I think that was the number—opposite Willard's Hotel. I called there one evening during that month—I cannot give you the day of the month—to see some friends; and this man Colby had rooms rented in that house, on the third floor, I think. While I was in the parlor, he came down stairs under the influence of liquor and slipped the overcoat out, and took it to a pawn-shop, and got the money for it.

Q. He pawned it?—A. Yes, sir.

Q. How did you ascertain that it was Mr. Colby who stole it?—A. It was his acknowledgment to me. To make it more interesting, Mr. Colby said to me that he would give me his pension certificate for security, until he could get the money to pay me; that he was under the influence of drink, or he could not have done it, and he asked me to look over it. He had a wife there, and I did not feel like doing anything with him, of course, and, through sympathy, I told the man I would let him off, until he would be able to get me my overcoat, if he could. I went the balance of the winter without it.

Q. Did he ever pay you anything for it?—A. Yes, he gave me \$5 one day, and that is all. He agreed to give me \$15 for the coat.

Q. You agreed to let him off?—A. I agreed to let him off, for the sympathy I had for the man, as he was poor, and in bad circumstances. He paid me \$5, and has since met me on the street, and told me he would pay the rest some day when he got able.



By Mr. WILSHIRE :

Q. Do you know of any other instance of Mr. Colby being guilty of what you call larceny?—A. I know nothing more than what the lady told me that kept the house where he had his rooms. She said that he had taken things from her.

Q. Was that after or before the overcoat was stolen?—A. After. It was through her that I found out who had taken the overcoat. It was tracked up in that way. He acknowledged, also, to her that he had taken my overcoat.

Q. Was this conversation that you have just detailed between you and him, in regard to taking the coat, after you had discovered where the coat was?—A. Yes, sir.

Q. How did you come to discover where it was?—A. We could never find the coat—

Q. How did you know where the coat was pawned?—A. We went to two or three pawnshops; we did not know what shop he had put it in.

Q. How did you know it was pawned?—A. He told me.

Q. You never found it out until he told you?—A. No, sir; I did not know anything about it until he acknowledged he had taken it.

Q. You did not know he had stolen it until he told you?—A. No, sir; until Mrs. Carson, the landlady, told me, and then I went to him, and he acknowledged it to me. He had also acknowledged it to her.

Q. Did Mrs. Carson say that she knew, or believed, he had taken it?—A. She said she believed it was him, and chastised him, and he acknowledged it to her, from the simple fact that he had taken things before from her.

Q. When you called upon him, or he called upon you, as the case may be, he admitted that he had taken it under the influence of intoxicating drinks, or he would not have done so?—A. Yes, sir.

Q. And he expressed his sorrow for doing it, and was willing to repair the damage?—A. Yes, sir.

Q. You do not know of any other sources of information?—A. No, sir.

By the CHAIRMAN :

Q. You say she chastised him; what do you mean by that?—A. That is, she went to him and talked to him in such a manner that the man could not get out of it.

Q. Is that what you mean by chastising?—A. Well, perhaps I did not use the right word; I am not very intelligent.

Q. You do not know the meaning of the word "chastise"?—A. Yes, sir; I know what that means.

Q. What does it mean?—A. That is, when one does wrong, to speak to him and give him a lecture, or anything of that kind.

Q. You chastised him too, did you not?—A. I questioned him in regard to the matter.

Q. That is, you chastised him?—A. You may call it what you please.

Q. You stated just now that Mr. Colby's general character for honesty was bad.—A. I speak from what I know about the man, and what he has done for me; that is all. As to his general character previous to this, I know of his being intoxicated.

Q. Tell the committee what you mean by general character.—A. General character is according to the way a man conducts himself through life.

Q. Do you know what his general character is?—A. That depends on the business he is in. You can judge a man's character from the business he is in, and how he conducts that business, and also from the way he conducts himself through life in his business pursuits.

Q. I understand that what you mean here by general character, is what you knew yourself?—A. Yes, sir.

Q. That is what you meant?—A. Yes, sir.

Q. You never heard anybody speak of him except you and his landlady?—A. Yes, sir.

Q. You never heard anybody else?—A. That is all.

Q. And you say he told your landlady that he had taken your coat?—A. Excuse me; not my landlady.

Q. His landlady; he told his landlady that he had taken your coat?—A. Yes, sir; he acknowledged it to her.

Q. He had been drinking at the time he took the coat?—A. Yes, sir.

Q. And you went to him, and he told you the same thing?—A. Yes, sir.

Q. And that is all you know about it?—A. Yes, sir.

Q. You say you are in the Indian Bureau now?—A. No, sir; I am in the Pension Bureau.

By Mr. PAGE :

Q. Are you a cripple?—A. Yes, sir; I have four bullets through my neck, shoulder, and arm.

By the CHAIRMAN :

Q. What is your position in the Pension Bureau?—A. I am a clerk there.

By Mr. PAGE :

Q. How and where did you receive those wounds?—A. In the war; in front of Petersburg, in 1864, and at the battle of the Wilderness. I belonged to the Second Pennsylvania Artillery.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., March 25, 1876.

CHARLES A. RUFFEE recalled.

By Mr. WILSHIRE:

Question. Are you the Charles A. Ruffee who was appointed by the legislature or the authorities of the State of Minnesota to make certain examinations in regard to Indian affairs in that State, and particularly in regard to timber-lands?—Answer. Yes, sir.

Q. Did you make that report to the legislature?—A. Yes, sir.

[The witness produced a printed copy of his report, entitled "Report of the condition of the Chippewas of Minnesota."]

Q. Is that a copy of the report you made?—A. Yes, sir.

Q. I will ask you to state what you know, or your own knowledge, with reference to the erection of buildings upon the White Earth reservation by the agent, and whether they were paid for out of the United States money, and sold to the Indians, and the Indians required to pay for them?—A. I cannot, perhaps, give you the information you want in regard to that, as those things were all covered by the treaty. Those improvements were made under a treaty between the Leech Lake and the Mississippi Indians, in 1867; and the buildings were put up after that.

Q. Did that treaty provide for the buildings being paid for by the United States?—A. Yes, sir.

Q. They were built in that way, were they?—A. They were built in that way.

Q. State whether the Indians were afterward required to pay for them.—A. I understand not.

Q. In this report I read the following language: "It is also charged directly, and I believe it susceptible of proof, that several of the buildings upon the White Earth reservation, built partly with the labor of mixed-bloods and partly with public funds, for the use and occupancy of the mixed-bloods, who mainly built them, were by a late agent, now holding a high position under the Government, charged to the persons who built them, and pay demanded therefor by the agent; that, being without money with which to satisfy the demand, these mixed-bloods, upon the urgent request of the agent, delivered to him, in payment of their houses, Red Lake half-breed scrip, issued to them under the treaty of April 12, 1864. The Indians further complain that goods and provisions, which, by the treaties, belonged to them, have been made subjects of traffic by some of the agents, and they required to pay exorbitant prices for what was their own without price, thus not only robbing them, but making them pay for the theft." State everything you know, of your own knowledge, in regard to that.—A. There was a treaty made with the Red Lake and Pembina Indians in the year 1864, by which all the half-breeds connected with those bands of Indians by blood, and twenty-one years of age, were entitled to scrip for 160 acres of land. When I went upon the reservation in 1874, under those instructions, I met a half-breed, connected with those people, by the name of Joseph Coverette, who told me that he was living in a house built by the Government for one of those chiefs by the name of Gay-ba-be-sedong; that through Mr. E. P. Smith, the Indian agent, he received the scrip to which he was entitled, and traded that scrip to Mr. Smith for the house he was then living in. I talked to several parties upon the reservation in regard to it. I asked Mr. Beaulieu, who is present in this room, whether it was true, and he and others told me they believed it to be true, and that they knew of other instances of the same sort. It was upon that that I made that report.

Q. In that same report you further state that "it has been the practice during the last year for the local agents, under instructions from the present Commissioner of Indian Affairs, to withhold a portion of the money due the Indians as a part of their annuities under their treaties, and expend the amount so withheld for such purposes as the agent in charge may deem to be the interest of the Indians, and this, too, without consulting or advising with them." Please state what you know in regard to that.—A. Under all the treaties with the Chippewa Indians of the State of Minnesota, they are entitled to a specific sum of money, paid to them annually; and Mr. Smith—so I was informed by the agents there on the different reservations—instructed them to retain a certain amount of this money, which was in direct violation of the treaty. That sum the agent was to retain, and subsequently pay to those Indians as he saw fit or thought proper, at any time during the year.

Q. Do you know anything about how this amount thus withheld was paid to the Indians—whether in money or goods or other articles?—A. It was discretionary with the agent. He could pay money, or buy clothing, or put it into agricultural implements, &c, according to his discretion.

Q. Do you know how it was done?—A. Yes, sir; in one instance. The agent at Leech Lake, I think, bought provisions. This was done without the consent of the Indians; he did not consult them at all.

Q. Did they ever make any complaints about the manner in which it was done?—A. Yes, sir; they complained that it was unjust, and were very much displeased with the transaction.

Q. Unjust, how? Were they charged high prices?—A. They preferred to make their own purchases. They considered it a plain violation of the treaty.

Q. What information did you obtain from those Indians, in regard to the sale of this land-  
scrip?—A. I talked with the Indians but very little about the scrip—the scrip only came to  
the half-breeds.

Q. You speak their language, do you not?—A. A little, but not very well.

Q. Do you speak it well enough to make yourself understood, and understand them  
pretty well?—A. I can understand them pretty well; I can understand a great deal they  
say.

Q. Do you know anything about the manner in which this scrip to these half-breeds was  
obtained?—A. No, sir; I do not know anything about that.

Q. Did you get any information from others there in regard to that?—A. No, sir; I did  
not look that matter up at all.

Q. I will ask you whether the action of the agents, or any one in the Indian Department,  
in regard to the disposition of pine timber, was satisfactory to those Indians?—A. There  
was an attempt made to sell all the timber upon the different reservations in Minnesota. The  
Indians objected very strenuously to that. They were opposed to it, and none of the sales  
were ever consummated.

Q. The timber was not really cut off at all?—A. No, sir; none was cut off with the ex-  
ception of about 1,600,000 feet, as I stated, at Red Lake.

By Mr. PAGE:

Q. What about that 1,600,000?—A. That was the timber that was sold by Mr. Smith to  
Mr. Merriam, of Minneapolis. And then I cut about 1,600,000 myself.

Q. Did you testify about what was paid—what Mr. Smith let the contract to them for?—  
A. When I went upon the reservation to cut this timber, I did not know whether I was cut-  
ting upon the reservation, but in case I was, there was no understanding with Mr. Smith  
about the amount I should pay for the stumpage; and when we took the timber off, Mr.  
Smith, I think, wanted \$2.50 a thousand, but I objected to that price. We referred the mat-  
ter to Hon. H. M. Rice, formerly a Senator from our State, and Hon. Eugene Wilson, for-  
merly a member of Congress, and they agreed upon \$1.50 a thousand.

Q. Were they republicans?—A. No, sir; they were democrats.

Q. That accounts for the difference between what the contract was afterward let for at  
\$2.50, and the price you paid. I understand there was another contract let to you—A. The  
timber was afterward advertised and sold at \$2.50.

By Mr. WILSHIRE:

Q. That contract was never consummated, I understand.—A. No, sir. They cut about  
one million six hundred thousand off under that contract, and paid, I suppose, \$2.50 a thou-  
sand.

Q. That is all there is in regard to the pine-land matters in that section of the country?—  
A. Yes; that is all I know anything about particularly.

Q. Are you acquainted with Mr. Beaulieu, who sits beside you?—A. Yes, sir; very well.

Q. Does he reside at your agency?—A. Yes, sir.

Q. Have you any knowledge with reference to the agency there generally? If so, state  
what you know about it.—A. No, sir. I could not give you any information about that.

Q. I will call your attention to another statement in your report to the Minnesota legis-  
lature: "The amount of pine timber included in the so-called Wilder contract, as estimated  
by persons who have examined it and are competent to judge, exceeds 1,000,000,000 feet.  
It is located upon Leech Lake reservation, upon waters tributary to the Mississippi River,  
and comprises the largest body of pine timber within the State." Is that Wilder contract  
the contract that has been referred to?—A. Yes, sir; and it was annulled.

Q. Was it under that contract that the 1,600,000 feet were cut?—A. No, sir. None was  
cut under that contract at all, as I understand. That was upon the Red Lake reservation.

Q. This was a contract that was let to Mr. Wilder, pursuant to advertisement by the  
agent, and was subsequently revoked?—A. Yes, sir.

Q. I also notice the following in your report: "No transaction in a long series of years  
has elicited so much feeling and engendered so much ill-will toward the Government as the  
pine-contracts, (and it is well known to you that on several occasions violent and serious  
difficulty in consequence thereof has only been averted by the prudent interposition of per-  
sons disconnected with the Government, for whose counsel the Indians had more than an  
ordinary respect,) and at the present time this matter forms a leading topic in all their councils,  
and is prolific of earnest discussion and angry feeling. Whatever the legal rights of the  
Indians may be in the premises, they feel that a great wrong has been done them, which the  
Government tacitly approves and refuses to redress." I will ask you to state if this con-  
tinues to be the feeling since those contracts were annulled?—A. No, sir. That has all sub-  
sided.

Q. That remark had reference to the feelings of the Indians at the time it was supposed  
by them that the contracts were going to be executed?—A. Yes, sir. That feeling existed  
before the contract was annulled, and it existed at the time I made that report.

Q. State if you had gathered any information of the Indians as to what it was that caused  
this bad feeling—whether it was because they thought they were going to be defrauded out

of the proceeds of the sale, or whether they did not want to dispose of their timber at all?—A. They did not want to dispose of it without being consulted and advised with in regard to it. They objected to the price and to the manner in which it was sold.

Q. That all gave rise to bad feeling?—A. Yes, sir; it was made without advising with them in reference to the sale, and they objected to that. They claimed that the agent had no right to dispose of their timber, without consultation with them, they being a party to the contract.

Q. The agent had not, I understand, consulted them prior to advertising to sell the timber?—A. No, sir; he had not said anything in regard to it, and they knew nothing of it until after the timber was sold.

By the CHAIRMAN:

Q. Did they charge any fraud in the contract with Wilder?—A. No, sir; I think not.

By Mr. WILSHIRE:

Q. But they did claim that the price was too low.—A. They claimed that the price was too low.

By Mr. PAGE:

Q. What was the price?—A. \$1.15 per thousand.

Q. And these commissioners had placed some of the timber at \$1.50?—A. The timber at the Red Lake reservation was considered more valuable than this timber.

Q. The timber upon that reservation was a superior quality to the other timber?—A. Not of superior quality, but it ran into a country that made it more valuable.

Q. Have you any personal knowledge of the manner in which supplies, agricultural implements, stock, and things of that kind are purchased and furnished to those Indians?—A. No, sir.

Q. Are there any such articles furnished by the agents to the Indians?—A. Yes, sir; I do not know whether the agent purchases part of these, or whether they are purchased by the Indians.

Q. Do you know anything about the manner in which supplies have been purchased and transported to that agency?—A. No, sir.

Q. Have you ever been connected in any way with the furnishing supplies to that or any other agency?—A. No, sir.

Q. How long have you lived in that country?—A. Since 1857.

Q. What has been your occupation there generally?—A. I was trading for awhile on these reservations with these Indians, and was subsequently contractor under the Government for mails and Government transportation.

Q. Did you ever transport any supplies to that agency?—A. No, sir; my transportation was military supplies; I had no Indian supplies. I can state to you the manner in which that transportation was generally let. It was advertised by the agent and was given to the lowest bidder.

Q. Is the contract awarded by the agent there?—A. Yes, sir; by the agent.

Q. And not by the Commissioner here?—A. No, sir.

Q. Has that been the uniform practice?—A. I think so, always.

Q. Do you know enough about the contracts to know whether they have been taken at reasonable or unreasonable prices?—A. Always at very reasonable prices, I think.

Q. Who has been the contractor?—A. I could not give you the names of any of the contractors for the last six or eight years. I have not paid any attention to it. It has always gone very low. I could not manage to get a contract; they have always underbid me.

By the CHAIRMAN:

Q. Here is another statement in your report, which reads as follows: "It cannot be denied that many of these complaints, if not all, are well founded; and that these Indians have long been despoiled of their legitimate rights, by those whose duty it was especially to protect them." Do you know anything in that regard?

(Mr. Page objects to extracts being read from the report of the witness, unless the whole report is put in evidence.)

Q. Are you willing to make this report a part of your testimony?—A. Yes, sir.

(The report was ordered put in evidence, and will be found appended to the testimony of this witness.)

Q. Explain to the committee what you meant by that, if you have any knowledge on the subject.—A. Those Chippawa Indians have complained for a long time that they did not get the annuities that were due them. In making this report I simply stated the matter as they gave it to me; and I stated in my report that I believed, in some instances, their complaints were well founded.

Q. You say it cannot be denied that many of these complaints were well founded; can you state any facts to the committee why you think they were well founded?—A. For instance, in some treaties, made a number of years ago, they were to have a certain number of acres of ground broken up, and from what they told me, and what I could learn upon the reservation, I do not think the amount of land was broken which they were entitled to have.

Q. Do you know of any other, up to the time of this report?—A. The White Earth Indians also claimed that they were to receive \$25,000 from the Government, for permitting the Pembina and Otter Tail bands to enjoy the privileges of their reservation—\$25,000 each, making \$50,000 in all. They stated to me that the agent had not paid them that amount of money, but that was merely their statement.

Q. You state in your report that in these pine contracts the Indians thought there was an attempt to rob them.—A. Yes, sir; that is the way I put it.

Q. Have you any information upon which that is based?—A. I got it from the Indians' manner of talking—it is just what they said.

Q. How did they say it?—A. All Indians who have been dealing with the Government for any length of time have that idea; they all have the impression that they have been defrauded.

Q. You know of no facts except as you have stated?—A. No, sir. I will state this, that the agents at the different agencies keep no books; that their business is all done by vouchers, as I understand it.

Q. Do you know that to be so?—A. Yes, sir; and the vouchers are all sent to the Commissioner of Indian Affairs. So that when the agent goes out there is nothing remaining to leave a trace or track of any of his accounts, as the vouchers are all sent to the Commissioner of Indian Affairs.

Q. You say there is nothing to show the manner or extent of his transactions with the Indians.—A. There is nothing to show that.

Q. Also that none of the accounts were examined or audited at the local agencies, but were kept exclusively at the Department in Washington; is that true?—A. Yes, sir; I believe that is true.

By Mr. PAGE:

Q. Have you learned anything, since this report was made, to change your belief that your information in reference to this transaction referred to was incorrect?

The WITNESS. In reference to the scrip?

Mr. PAGE. Yes; and the buildings.

A. No, sir; I have not given it any consideration since then.

Q. Upon what information did you base this report?

The WITNESS. In reference to the scrip?

Mr. PAGE. In reference to the scrip and the buildings.

A. Simply from Mr. Coverette himself.

Q. That is all you know about it?—A. Yes, sir; what he told me.

Q. What is your inference—that the scrip was given to E. P. Smith as individual property, or given to him for the Government?—A. My impression is that it was for the Government. Through the Commissioner this scrip was got for this man; Smith being the Government agent, he made the application to get the scrip.

Q. It was paid to Smith for the Government?—A. Yes, sir; the scrip was sent by the Government through Agent Smith for Coverette.

Q. What did you say the names of the tribes of Indians were?—A. The Red Lake and Pembina bands of Chippewas, in Minnesota.

Q. Are they drawing any annuities from the Government?—A. Yes, sir; the Indians are.

Q. Has it been your experience with Indian tribes generally, that they are always making complaints about the manner in which the Government has treated them?—A. Yes, sir; always.

Q. They are never satisfied?—A. I never knew a case where they were entirely satisfied.

Q. Do you know how much annuity was paid to these tribes?—A. I think that the Red Lake Indians got \$10,000 in money, and the Pembina band got \$5,000; making \$15,000 in money. My recollection is that the Red Lake Indians got \$8,000 in goods, and the Pembina band \$4,000 in goods; and then they have their agricultural, blacksmithing, and farming implements provided for also.

Q. Do you know of any transactions that were irregular, by Mr. E. P. Smith, while agent for those Indians up there, further than are contained in your report?—A. No, sir.

Q. You say these buildings were erected under a treaty, and paid for by the Government?—A. Yes, sir.

Q. Is there any provision in the treaty that they should be repaid by the Government, or that that amount should be taken out of their annuity?—A. I do not remember. I think not; but I could not say positively.

Q. What treaty is that you refer to?—A. It is the treaty of 1863 and 1864, made with the Mississippi and Leech Lake Indians. Under that treaty you will find that a certain number of houses were to be built by the agents, to cost a certain sum of money. Since that time the Otter Tail and Pembina bands were permitted to go upon that reservation, the Government allowing the Mississippi Indians \$50,000 for the privilege, which amount was to be applied to the purchase of agricultural implements. And Mr. Smith built a large number of these houses out of this fund, which was not provided for in this treaty. I cannot say whether this house spoken of was built under the treaty stipulation, or out of the \$50,000 that was afterward appropriated.

Q. Were the parties that paid Mr. Smith in scrip the same parties that the Government built the houses for originally?—A. My impression is that the house built for this chief was built subsequently and was not built under the treaty. My impression is that it was built out of this fund I spoke of, \$30,000, that came from the Otter Tail and Pembina bands.

Q. What year was this that these transactions took place, referred to by you in part of your report about the payment of scrip for the building of houses?—A. I don't remember what year it was, but I presume it must have been in 1873.

Q. Does Smith's report contain anything in reference to it?—A. No, sir; not that I know of.

Q. Did you understand from those Indians the amount of scrip paid?—A. I understood that they got, generally, about \$200 for their scrip. That is what they considered it worth.

Q. I meant the scrip turned over to Smith for the payment of these buildings?—A. I do not know about that.

Q. Do you know the price agreed upon for the scrip?—A. No; I do not know about that. I understood him to say that he gave the scrip for the house.

Q. Did he state to you how much scrip he gave?—A. I think he said the 160-acre land-scrip.

Q. That was probably worth about \$200?—A. I believe that is about what it was worth.

Q. Do you know whether this house referred to by you in your direct testimony was paid for out of money appropriated in this treaty of 1863?—A. No, sir; I do not know whether it was under that treaty or subsequently.

By Mr. WILSHIRE:

Q. You stated that the Indians were proverbial for complaining and always did make complaints. I will ask you if there are not at that White Earth agency a considerable number of quite intelligent Indians?—A. Yes, sir; a great many.

Q. Did they not make the very same complaints?—A. Yes, sir, they always complained. Those are the Indians I talked with.

Q. The intelligent ones are not liable, generally, to make complaints unless they have some ground for it?—A. I am inclined to think they are all prone to find fault, more or less.

Q. I see in this report of yours you state: "The Indians complain that, by the conditions of the treaties, they are entitled to a specific sum in money, and that the agent has no right, without their consent, to appropriate or dispose of this money, otherwise than in the manner required by the treaty; and that the investment of this money by the agent is an unauthorized assumption, and to their prejudice; that they should be allowed to, at least, direct how their money should be expended, and be permitted to share the profits of the investment, if deprived of the use of the principal." I will ask you to state what fund that relates to.—A. It relates to a treaty stipulation by which they are entitled to a specific sum of money to be paid to them every year.

Q. What was the character of the investments made, that you refer to here?—A. They were made by the agent, and, as I said, I do not know, with one exception, what they were. That was in the purchase of some provisions by the Leech Lake agent.

Q. Was it invested in any other kind of property—stocks, bonds, lands?—A. No, sir; I never heard of it.

By the CHAIRMAN:

Q. What are the profits you speak of there? You speak of them not getting their profits.—A. I mean by that that the Indians think if this money was paid to them, they could buy their supplies, such as they want, cheaper than the agent could get them for them. That is their belief, and they would rather expend their own money than to have him do it for them.

By Mr. WILSHIRE:

Q. Is the inference to be drawn that the agent was making a profit on them?—A. They might think so.

By the CHAIRMAN:

Q. Did they think so?—A. Yes, sir; I think they did.

By Mr. PAGE:

Q. Was he?—A. I think not. I think the agent was a very honest man.

By Mr. WILSHIRE:

Q. Who was the agent?—A. Major Whitehead. He was regarded as a strictly reliable and honest man.

Q. Is he the agent there now?—A. No, sir; he has been removed.

By Mr. PAGE:

Q. Is not this the fact, that it is better for the Government to furnish these Indians provisions than to give them the money and allow them to make their own purchases? Is it not a fact within your own knowledge, that they are better treated, and get as good provisions, and at as reasonable prices or more so, than they would to have the money given to them and allow them to make their own purchases?—A. I do not think there is a

great deal of difference. There is a great deal of competition among the traders there, and they are selling very close. My impression is that with the money they would do quite as well as the agents do.

Q. Do they always use the money for legitimate purposes?—A. Yes, sir; I think they do. They are too remote from settlements to do otherwise to any great extent.

Q. Are they not in the habit of buying trinkets, gewgaws, red blankets, and calico?—A. To a certain extent.

By Mr. WILSHIRE:

Q. Do they not buy those from the agents?—A. I do not know.

By Mr. PAGE:

Q. Would not the agent refuse to sell that class of goods to them, if they really needed provisions?—A. Yes, sir.

By the CHAIRMAN:

Q. The Government has always paid them heretofore?—A. Yes, sir. I have no doubt but Mr. Smith instructed the agents to retain part of this money. His idea was that it would be beneficial and better for them to do so.

The following is the report referred to in the preceding testimony of this witness:

*Report of the condition of the Chippewas of Minnesota, by C. A. Ruffee. January, 1875.*

STATE OF MINNESOTA, EXECUTIVE DEPARTMENT,  
*Saint Paul, May 21, 1874.*

CHARLES A. RUFFEE, Esq.,  
*Brainerd, Minn.:*

Under a concurrent resolution of the legislature of this State, adopted at the last session the governor was requested to take action in the manner therein indicated, in regard to the Chippewa Indians, &c.

Knowing your intimate acquaintance with that tribe, and the high regard and confidence in which they hold you, I request that you will undertake to make the inquiries indicated.

You will please embrace in your inquiries the following topics:

First. What is their present condition?

Second. Have the treaty stipulations been observed by the United States? If not, state in what particulars. Under this head I particularly wish to be informed whether the moneys which these treaties promise for the purpose of breaking land, furnishing seed and agricultural implements, building houses, and generally to put in their hands any instrumentalities which may facilitate their acquirement of the habits of civilization, have been faithfully expended. If not, state in detail any delinquency in any respect—giving full information.

Third. What grievances, if any, exist, and whether they will, in your judgment, result in any disturbance? Under this head you are particularly instructed to inform me respecting the contracts which are said to have been made concerning the timber on the reservations, giving me the version of the Indians as to these transactions.

Fourth. Your own views, derived from your inquiries, as to the legislation necessary to aid and encourage them in adopting the habits and industries of civilization, with a view to their remaining inhabitants and ultimately becoming citizens of the State.

In general you will inquire and report on all topics fairly within the scope of the annexed resolution.

There is a further duty which I wish you to undertake in the same connection. It is to use your influence to prevent the acts of personal violence and depredations upon property, which in times past have cost the State thousands of dollars in rewards, expenses of arrest, and prosecution, (often fruitless,) military expeditions, special agents for temporary purposes, &c.

I am satisfied that these can be prevented by the friendly interposition and counsel of some one in whom the Indians have confidence.

You will, of course, be careful to respect the laws of the United States in regard to "talks" or council with these people—in the sense in which they are prohibited by those laws.

You will make full report to me by December 1, 1874.

Your reasonable expenses and a reasonable compensation for your services will be paid by the State. For this, you will have to wait until the next session, as the legislature did not last winter place any funds at my disposal for these purposes.

You are not authorized to employ any assistants except by special instructions from this department.

C. K. DAVIS,  
*Governor.*

Mr. Ward offered the following concurrent resolution:

*Resolved by the senate, (the house concurring,)* That his excellency the governor of Minnesota be, and is hereby, requested to make or cause to be made an inquiry into the condition of the several bands of Chippewa Indians of Minnesota, to the end that he may recommend to the legislature at its next session such legislation as shall appear requisite or desirable for the aid and encouragement of these Indians, in adopting the industries and habits of civilization, with a view to their remaining as inhabitants and ultimately becoming citizens of the State.

That the governor be also requested to inquire into what extent the white settlers, living on the frontier adjoining the reservations of the different bands of Chippewa and Sioux Indians, are endangered by the encroachment of said bands upon the settlements of this State, by reason of the present state of affairs among said Indians, and report at an early day of this session.

To his excellency C. K. DAVIS, governor of Minnesota:

In compliance with the instructions accompanying your letter of date May 21, 1874, requesting me to ascertain and report concerning the condition of the Chippewa Indians of Minnesota, I have the honor to submit the following as the result of the inquiries made by me in that regard:

The several subjects of inquiry to which my attention was especially directed by those instructions embraced matters vitally important to the Indian, and of grave moment to the State, and I have endeavored to obtain such facts as will enable you to form a correct opinion of the present condition of their relation to the commonwealth. These several matters are herein referred to separately as indicated in my instructions, viz:

First. "What is their present condition?"

The total number of Chippewa Indians within this State comprises about 12,000, located as follows: About 6,000 on Lake Superior and waters tributary thereto; upon the Mississippi and its tributaries, 4,000; and in Red River Valley, 2,000. The territory set apart by treaty between the United States and Chippewa Indians as reservations comprises about sixteen thousand square miles, and located in the counties of Lake, Saint Louis, Carlton, Mille Lacs, Cass, Becker, Pembina, Polk, and Beltrami.

Nine-tenths of this area is densely timbered with pine, maple, oak, birch, and aspen, and other kinds of wood found in that latitude. The soil may be generally characterized as a sandy loam, with clay or gravel subsoil, except a part of the White Earth and Red Lake reservations, which is a rich loam and capable of producing an abundant growth of vegetables and cereals.

The Indians upon these several reservations, with the exception of those at White Earth, live in wigwams, constructed in the primitive manner so well known, affording but poor protection from the elements, and none of the conveniences essential to a civilized life, and are clad only with the blanket and breech-clout; and, with the exception above noted, I am unable to find any evidence of an improved condition with these Indians of a social, moral, or industrial character, over that existing twenty years ago. They depend entirely upon such annuities as they receive from the General Government and upon the game and fish which abound upon and near their reservations for their subsistence, while labor or the products of systematic industry form no part of their reliance for the maintenance of themselves.

That this condition cannot be changed for the better, or that these Indians are incapable of improvement, cannot be maintained, for upon the White Earth reservation are found several hundred who six years ago were as repulsive in all their habits and characteristics, and apparently as intractable, as any in the State, but who now live in comfortable dwellings, are clad in the habits of their civilized neighbors, own, possess, and care for personal property, successfully cultivate with their own labor large tracts, and produce by their own industry sufficient to supply themselves with most of the necessities of civilized life.

When it is remembered that the Indians upon Leech Lake, Mille Lacs, and White Oak Point reservations are, and long have been, nominally the recipients of the same care, and beneficiaries under similar treaties with those now upon White Earth reservation, the contrast in their present condition seems inexplicable to those wanting the opportunity of personal observation, and the reason therefor must be sought in other sources than the wisdom of existing laws or their judicious administration.

That similar beneficent results would follow, were the same or similar means used for the reformation of the Indians outside the White Earth reservation, as has been so effective with them, there seems no good reason to doubt; and it must be confessed that the progress made by the Indians upon the White Earth reservation is attributable to the wise counsels and kindly interest practically manifested by benevolent and Christian associations to and for them, rather than to the fidelity with which the Government has executed its self-imposed trusts through its chosen agents. This is apparent from the fact that in all matters pertaining to their moral or material welfare, these Indians invariably seek counsel of the representatives of those individuals and associations who have by their acts demonstrated their disinterested friendship for and good will toward them, and by the earnest efforts they make to



profit by the counsels so considerably given, while no practical benefits can be found resulting from long years of official intercourse.

While at White Earth a laudable interest is manifested by the Indians to obtain for their children the benefits of schools, upon the other reservations no disposition to avail themselves of the provision made by the Government for education is exhibited. Among the former the right of property is generally respected, and with the latter little or no ambition to acquire it for themselves by any legitimate means, or respect its ownership if found within their reach.

The moral sentiment of the Indians, uninstructed by the light of civilization, is of a low standard, and little or no improvement is observable in that regard among the Indians upon the several reservations, except those at White Earth, and their intercourse with the white race since they became pensioners upon the Government seems to have satisfied them but little, unless the contact has impressed them with a wholesome fear of the white man's power and superiority, and so restrained them in some degree from the full exercise of their savage and barbarous instincts; but in no manner are they better prepared for the duties and responsibilities of citizenship than before they shared the bounties of the Government.

They possess neither dwellings, clothing, household furniture, food, nor implements of labor; they live in wigwams resting upon the naked earth, dependent upon such game as they may chance to procure, for their sustenance, making no provisions for the future; covered with filthy blankets, or destitute of all clothing, indolent and indifferent to their own condition, hopeful only that the Great Father will increase their annuities. Such is the present condition of at least 10,000 of the 12,000 Indians in this State, the exceptions being those already mentioned upon the White Earth reservation, and some members of the Red Lake bands.

Second. "Have the treaty stipulations been observed by the United States? If not, state in what particulars. Under this head I particularly wish to be informed whether the money which these treaties promise for the purpose of breaking lands, furnishing seed and agricultural implements, building houses, and generally to put in their hands any instrumentalities which may facilitate their acquirement of the habits of civilization, have been faithfully expended. If not, state in detail any delinquency in any respect, giving full information."

I have been unable to find any satisfactory data from which to obtain the facts necessary to a full answer to the queries submitted to this instruction.

On application to the persons in charge at the several agencies I was informed that no records, vouchers, or accounts were kept at these agencies showing the disbursements made under the several treaties, nor the manner or extent which the Government had performed or discharged its undertakings toward these Indians provided for by treaty. That each agent or person locally representing the Government, upon leaving his position, took with him all matters pertaining to his administration; that the several accounts were none of them examined or audited at the local agency, but were kept and adjusted exclusively at the Department at Washington; hence it was impossible for me, with the limited time allowed, to make that critical examination of the records and accounts at Washington necessary to determine whether treaty stipulations had been faithfully kept and observed; and my only available source of information was that of my personal observation and the statement of persons presumed to have knowledge of those matters; and to that end I have consulted different persons whose statements I deemed reliable, and whose opportunity for information I deemed such as to render their knowledge important.

There are large numbers of mixed-bloods connected by blood with the Indians, who were a party to the treaty of May 7, 1864. A majority of these mixed-bloods reside upon the reservations.

Article 11 of said treaty provides that "whenever the services of laborers are required upon the reservation, preference should be given to full or mixed-bloods, if they shall be found competent to perform them."

These mixed bloods are poor and entirely dependent upon their physical labor for the support of themselves and families; are able-bodied and competent to perform all the services ordinarily required of laborers, and manifest a willingness to work whenever they can. They generally assert that employment under the provisions of the treaty above cited is denied them; that white laborers are employed to their exclusion; and I am satisfied that the treaty has heretofore been almost wholly disregarded in that respect.

It will readily occur to you that not only would its observance be beneficial to the mixed-bloods in affording them employment and remuneration, but also that it is of vital importance when it is considered that this class of people are, by the usages of society, isolated and excluded from most opportunities of employment so accessible to the white laborer.

From the best information within my reach I find that during the six years last past there have been appropriated by the United States, and reported by its agents as expended for the Indians located upon the Mille Lacs, White Oak Point, Leech Lake, Red Lake, and White Earth reservations, the several total sums following, to wit:

|   |          |
|---|----------|
| For dwelling-houses, about .....            | \$11,000 |
| For breaking and clearing land, about ..... | 85,500   |

|   |         |
|---|---------|
| For agricultural implements, about..... | \$5,000 |
| For cattle, about.....                  | 14,000  |
| For roads and bridges, about.....       | 18,500  |
| For schools, about.....                 | 50,000  |

Making the total amount nominally expended upon these reservations in the six years for the purposes above specified, \$157,000.

During this time there have been constructed for the Indians upon these several reservations by the United States twenty-four log houses, which competent mechanics estimated cost at the time they were built \$200 each; in this time there have been cleared and broken 300 acres of land, prairie, at an actual cost of \$2,500. The value of agricultural implements furnished by the United States to the Indians, I am unable to ascertain, nor the number or value of cattle supplied.

There have been constructed two hundred and forty miles of road, at an actual cost of \$18,500, including bridges.

There have been annually employed two or more teachers engaged in superintending the schools upon the reservations; the amount actually disbursed for this purpose I cannot ascertain.

This department of my inquiries has been, for the reasons indicated, a difficult one to determine, and the results of my labors in that regard are not satisfactory to myself; but I could not do more without access to and examination of official records beyond my reach.

Third. "What grievances, if any, exist, and whether they will, in your judgment, result in any disturbance? Under this head you are particularly instructed to inform me respecting the contracts which are said to have been made concerning the timber on the reservations, giving me the version of the Indians as to these transactions."

To justly determine "what grievances exist" among these Indians is a grave matter, and one upon which good men, long familiar with them, would seriously differ. The Indian is ever disposed to complain, and oftentimes without cause.

Why these Indians, who have been the protégés of the Government for a score of years, and have been the recipients of liberal bounties, in grants and annuities, have been the special objects of missionary and philanthropic efforts, have been tutored in the elements of civilization by experts chosen therefor, and have been largely in contact with their civilized white neighbors, should still remain the savage, ignorant, filthy, and degraded beings they were before these opportunities for improvement were afforded them, is a question difficult to answer.

After a careful consideration of the matter, aided by several years' observation and a personal acquaintance with the intercourse of the Government and the Indians, I believe much force should be allowed to the general accusation made by the Indians of a want of fidelity on the part of those who have represented the Government in the discharge of their trusts. It is claimed with great unanimity by all the Indians upon and west of the Mississippi River, that the treaty undertakings have not been observed by the Government; that the money appropriated had not been properly applied; that the annuity goods and provisions have been deficient in quantity, and defective in quality; that buildings have not been erected either in number or character as promised; that land has not been prepared for cultivation as agreed; that seed and agricultural implements have not been furnished; that much of their substance has been consumed and their money expended in supporting white persons upon their reservations, nominally employés, for the performance of duties they could and gladly would discharge, and that large sums of money set apart by treaty for their use and benefit have never been applied in any manner to the promotion of their interest, but have been stolen or misappropriated by the agents of the United States.

They also complain of the fact that they are never informed or allowed by the agents to know how and for what purpose their money is disbursed.

It cannot be denied that many of these complaints, if not all, are well founded, and that these Indians have long been despoiled of their legitimate rights by those whose duty it was especially to protect them, and they have become so imbued with the conviction that they are regarded only as objects of prey, that they look with suspicion upon all official propositions affecting their welfare, fearful lest they may be again victimized, and their condition become more helpless and unendurable.

This spirit and feeling of distrust has been harbored until, instead of looking upon the Government as a benefactor and friend, they have come to regard it rather as hostile to their interest, and seeking to take advantage of their helplessness and necessities, so that there exists no feeling of confidence and trust between the Indians and agents.

A fair exposition of this feeling among the Indians is expressed in a speech made by the chief, Wab-bon-o-quet, to Inspector Daniels, at the White Earth reservation, May, 1874, a copy of which is hereto attached, and marked Exhibit A, and which was fully discussed and approved by the chiefs and headmen of the nation in council, before it was delivered, and is an authorized statement of their grievances upon the matters therein referred to.

As I have heretofore intimated, another cause of complaint, which I believe to be well founded, is that the United States agents neglect and refuse to employ as laborers those persons connected with the Indians by blood, as stipulated in the treaty. Nearly all the man

ual labor performed upon the reservations requires but little skill, and could be as well done by the mixed-bloods as by the white men employed for that purpose, and fed and paid from the funds of these Indians.

This refusal of employment tends to discourage these people and deprive them of the only source of earning a livelihood within their reach, as well as to tax them with an unnecessary expense, leaving them in their idleness to acquire habits of vice and intemperance; and so become an element of discord and reproach.

It is also charged directly, and I believe it susceptible of proof, that several of the buildings upon the White Earth reservation, built partly with the labor of mixed-bloods, and partly with public funds, for the use and occupancy of the mixed-bloods who mainly built them, were, by a late agent, now holding a high position under the Government, charged to the persons who built them, and pay demanded therefor by the agent; that, being without money with which to satisfy the demand, these mixed-bloods, upon the urgent request of the agent, delivered to him in payment of their houses, Red Lake half-breed scrip, issued to them under the treaty of April 12, 1864. The Indians further complain that goods and provisions which, by the treaties, belonged to them, have been made subjects of traffic by some of the agents, and they required to pay exorbitant prices for what was their own without price, thus not only robbing them but marking them pay for the theft.

It has been the practice during the last year for the local agents, under instructions from the present Commissioner of Indian Affairs, to withhold a portion of the money due the Indians as a part of their annuities under their treaties, and expend the amount so withheld for such purposes as the agent in charge may deem to the interest of the Indians, and this, too, without consulting or advising with them.

The Indians complain that by the conditions of the treaties, they are entitled to a specific sum in money, and that the agent has no right, without their consent, to appropriate or dispose of this money otherwise than in the manner required by the treaty; and that the investment of this money by the agent is an unauthorized assumption, and to their prejudice; that they should be allowed to at least direct *how* their money should be expended, and be permitted to share the *profits* of the investment, if deprived of the use of the principal.

In the matter of the so-called "pine contracts," I have made diligent inquiry, and have personally conversed with the head chiefs representing the Indians interested, concerning the matter; and without exception they assert they were never consulted in regard to the contracts; that they never consented thereto, and never, directly or indirectly, authorized any person or persons to represent them in any way or manner; and they all protest if such contracts exist they are no party to them, but that it is an attempt to further rob them of what they deem to be their own property.

I need not state that the Indians are jealous of what they conceive to be their rights; that within this State there is little left them of available value except the pine forests growing upon their reservations; that they have been led to believe that this could not be taken from them without their consent; that they believe they have a right to be heard in the matter, and that to take possession of their forests without their consent they consider a violation of the obligations of the Government on the one part, and a demonstration of their belief that the Government no longer seeks or desires to protect them in the possession of that which has, by solemn treaty, been set apart for their use and benefit.

The amount of pine timber included in the so-called Wilder contract, as estimated by persons who have examined it, and are competent to judge, exceeds 1,000,000,000 feet. It is located upon the Leech Lake reservation, upon waters tributary to the Mississippi River, and comprises the largest body of pine timber within the State.

No transaction in a long series of years has elicited so much feeling and engendered so much ill-will toward the Government as the pine contracts, (and it is well known to you that on several occasions violent and serious difficulty in consequence thereof has only been averted by the prudent interposition of persons disconnected with the Government, for whose counsel the Indians had more than an ordinary respect,) and at the present time this matter forms a leading topic in all their councils, and is prolific of earnest discussion and angry feeling. Whatever the legal rights of the Indians may be in the premises, they feel that a great wrong has been done them, which the Government tacitly approves and refuses to redress.

Could a satisfactory explanation of this matter be made to these Indians, one of the greatest causes of present complaint would be removed; for they look upon this as a wholesale swindle, compared with which other official derelictions are mere peccadillos.

You will see from what I have stated that the Indians disclaim all knowledge of the contracts, until after they were alleged to have been consummated; and I believe such to be the fact; and what I have stated of the "Wilder contracts" of Leech Lake, so far as the views of the Indians are affected, is true of the contracts for the pine upon the Red Lake reservation; though a less number of Indians claim to be interested in the latter than in the former, and less general excitement results in consequence thereof, while the dissatisfaction is equally great, and the opposition equally determined.

In my judgment this feeling of injury should be appeased by candid and full explanation to the Indians of the entire transaction, and such amends be made as equity and fair dealing demand; believing as I do that such a course would tend to quell the turbulent spirit

now so dominant, and greatly pacify the irritation resulting from this real or imagined wrong, and peaceably avert impending trouble.

If this is not done, and no violence is committed in consequence, it will be rather through a fear of the greater evils in the power of the Government to inflict upon them, than because they do not deem the provocation sufficient.

Fourth. "Your own views, derived from your inquiries, as to the legislation necessary to aid and encourage them in adopting the habits and industries of civilization, with a view to their remaining inhabitants and ultimately becoming citizens of this State."

"In general you will inquire and report on all topics fairly within the scope of the annexed resolution."

The moral and material welfare of these Indians is, and, so long as they occupy so large a tract of territory, will continue to be of grave moment to the State, aside from all philanthropic considerations; for 12,000 indigent people in the midst of any community is a serious incumbrance, and few questions of more importance can be suggested than that of how to devise means and measures for the amelioration of their condition, so that their presence among us will be productive of general good instead of a source of increasing evil.

If the Indians are to remain within the State, most certainly their future welfare is largely identified with the citizen, and whatever tends to promote antagonisms and cause ill will between the races, is prejudicial alike to both, so that it would seem that any measures tending to facilitate the civilization of the Indian on the one part, and to enlist a kindly interest in his well-being upon the other, should receive the approbation of all good citizens.

It cannot be denied that the resent policy pursued by the General Government toward these Indians, effectually teaches them dependence rather than self-reliance, and impresses them with the idea that they are regarded as unworthy of the confidence of their white neighbors, and incapable of forming or exercising an opinion concerning their own affairs; while it has been practically demonstrated that, under the patronage and with the aid of counsel adapted to their condition, these same Indians are capable of acquiring habits of industry and a knowledge of and ability to discharge the duties of citizens.

This may be seen to-day upon the White Earth reservation among those Indians who have been permitted to act, to a great degree, under the guidance of Bishop Whipple; and I can conceive no reason why what has been productive of so much good in the case of these few, should not be equally effective with all.

Subject any class to arbitrary measures imposed by strangers; exclude them from all voice in the administration of their own affairs; assume that they are rogues and vagabonds, and treat them as such; deprive them of all opportunity of self-culture or independent action, and subject them to the varying whims of some political partisan or conceited bigot, whose only zeal is to promote that of his patron or increase the perquisites of his office, and refuse them all means of legal redress, and the effect will be found well illustrated in the present condition of the great majority of the annuity Indians in this State.

What legislation will remedy existing evils, and tend to aid and encourage these Indians in adopting the habits and industries of civilization, is, to a great extent, a matter of speculation, and concerning which those who have made it a subject of special study, seriously differ.

Viewed with such light as I have, I am of opinion that existing laws, administered as they now are, are wholly inadequate to effect these desirable ends; that as a rule the representatives of the Government manifest no interest in these objects, and do nothing toward their accomplishment.

If it is practicable to place these Indians under the control of the authorities of the State, and bring them into more intimate relations with the law-making power, extending by legislative enactments the protection of the law, and establishing police regulations adapted to their wants and condition, so as to afford them the assurance that they are alike protected by and amenable to the law, I believe it would be conducive of much good; in that it would make them the subjects of legislative care in common with other denizens of the State; would allow the local government to determine the policy to be pursued toward those within its territorial limits, and place it in the power of those immediately interested to provide by suitable legislation such measures as the necessities of the case might demand, as well as to give the execution of such measures to those who were locally identified with the general welfare.

These Indians, as they are now situated, are fully conscious of their isolated condition, and realize that they are ostracised and regarded as having no legal rights or political status whatever, and feel little incentive toward improvement while they are held in social and political bondage; they also, and I think with some reason, consider themselves esteemed by the Government as legitimate objects of spoil; for during long years of maladministration, and in utter disregard of their protests and prayers, not a single person representing the Government has been called to an account, nor have they once been vouchsafed a hearing upon the subject of their numerous grievances. If they were objects of the care and supervision of the State, these things could not pass unheeded, for injustice to the Indian would then be a violation of a home obligation, and public sentiment would then insist upon a remedy in its own interest.

If these Indians are to remain within the State, I am of opinion that the State should have control of their affairs, not only as regards their material interests, but also their political and social status; and, so far as I can learn, the Indians themselves desire that they should be exclusively in charge of the local government which they inhabit.

If this should be done, it would doubtless result in some mode of representation through which the Indians could be heard, and lead to a better knowledge and understanding of their wants and the interest of the public in that regard.

I am of the further opinion that these Indians should be subject to one and the same general policy of government, and, so far as practicable, should be concentrated in one community; that no discrimination should be made; that reasonable requirements should be insisted upon, and offenders properly punished. In my judgment the Indians now in the valley of the Mississippi should be removed to the White Earth reservation, a tract well adapted to their use, rich in all the elements of agricultural wealth, and sufficiently extensive to support 30,000 souls.

Under proper influences such removal could be effected without serious opposition from the Indians.

If the course I have indicated could be adopted toward these Indians, I am of opinion their condition would rapidly improve in all respects, and in a short time they would become fitted for the duties of citizens, for of their *capacity* I have no doubt; and I am equally positive that the State cannot reasonably expect any advancement so long as the present policy controls their management.

In general these Indians possess an innate respect for the moral virtues, and in their own savage code are found abundant evidences of their intuitive perceptions of right and wrong as applied to their intercourse with each other.

In their domestic relations infidelity is rare, and no people entertain stronger affection for their offspring, or are more firmly attached by the ties of blood than the Chippewas. In their relations with each other they are generous and candid, and fraudulent practices among them are unknown. Physically they possess stalwart, hardy frames, and are capable of great endurance.

As a people they are easily attracted by the forms and ceremonies of sectarian religion, and oftentimes formally accept the creed of some zealous missionary without understanding the obligations they so assume; hence nominal conversions to Christianity are not always attended with those lasting results desired.

If fairly dealt with I believe there is no danger of violence from these Indians toward the white settlers; and most of the outrages attributed to them in the last few years, if ferreted out, will be found not to have originated altogether with them.

They feel that they have been deeply injured and outraged by the treatment they have received from some of their agents, and that the Government does them an injustice in refusing to give their complaints a hearing, but I have been unable to discover any general disposition to revenge their wrongs upon the settlers. Occasionally some turbulent spirit among them threatens to take summary vengeance, but the excitement so created is ordinarily quelled by prudent counsel.

For several years the Indians upon Leech Lake and White Earth reservation have persistently argued that a large sum of money was unaccounted for to them, but which was due under the treaties, and the silence of their agents has confirmed them in the belief that they have been wilfully defrauded.

This amount is asserted by them to exceed the sum of \$75,000, and if it has been properly expended it is but a simple matter to show the fact, and so set at rest forever one of the most palpable causes of complaint. From such information as I have been able to obtain, without the aid of official records, I conclude their claim is not wholly unfounded.

During this year no depredations of importance have been committed by the Chippewas, though on one or more occasions serious trouble has seemed imminent in consequence of the dissatisfaction felt on account of the sale of their pine, and was only averted by the interposition of citizens whose counsel was respected.

It has always been customary with these Indians to seek game and fur-bearing animals upon territory not included in their reservations, and until within a few years, little or no complaint has been made of it; but lately the settlers manifest alarm whenever the Indian is discovered near, and in consequence the Indians have been more strictly confined to their reservations, so that they are now seldom met outside of the prescribed limits; and whenever I have heard of Indians upon ceded lands, I have taken opportunity to prevail upon them to return home. In this matter the United States agents have been very watchful, and done much in keeping those inclined to wander away at their respective agencies.

I have not been able to visit personally this year the Indians of the Lake Superior agency, and what I have said of them has been from data obtained from such sources as were accessible, and from previous observation.

I desire here to acknowledge the uniform courtesy I have received at the hands of all those officially connected with the Indians with whom I have come in contact while prosecuting my inquiries in this matter, and to add that the absence of all records and accounts hereinbefore referred to is not chargeable to any default of those in whose custody they

might be presumed, but is in accordance with a recognized usage of the Indian Department.

In conclusion, permit me to say that I am fully conscious this report is unsatisfactory in its meagre exhibits of statistical matter, but the defect could not be supplied without recourse to data beyond my reach; that in other respects I have endeavored to present plain facts as I have obtained them; that the suggestions that I have made are derived from my observations, and much to the approval of others more competent, perhaps, to properly advise than myself.

I have the honor to be, your obedient servant,

C. A. RUFFEE.

DECEMBER 1, 1874.

EXHIBIT A.

We saw you yesterday, and you told us who you were and what was the object of your visit. It was with pleasure your words were heard about our future. I thought the day had come when a man was sent who pitied and would listen to us. I will now review the past and tell how the Chippewas have been treated. I will go back to the old time. Then, before the whites came, we were a happy people. Since the whites came everything has drifted away from us. From the time we ceded the first land we have drifted to poverty, starvation, and death. Poverty still follows us. The name of Christian is powerful, and there is nothing our Great Father cannot do. You represent the Great Father, and we see in you all his strength. Compare yourself with me. You have intelligence and learning; what have I? Nothing except what I learn through my ears and eyes. When our Great Father gets us together we cede land—give all into his hands, depending on him to find us our provisions and get us our annuities. From the ceding of lands poverty has been chasing us and is still chasing us. I fear that when the Great Father has taken away everything, then he will chastise us and send us to the Bad Lands. This fear is a stumbling-block in our way and we can go no farther. When I look at the power of my Great Father and then look at our poverty and the poverty of our children, though the name of Christian is powerful, it seems as if the power of religious association could not drive it away. Now you have come to see us as we are—you have found what you wished. Many letters have been written, but it cannot be put in black and white as well as you can see with your eyes, how our funds have been expended. You have come just at the right time to see what must give us a living here after farming. We wish you to have positive proof, and whatever we say we will point out the proofs.

Mr. Warren was in Washington with us when stipulations were made as to carrying on the reservation. We were told there would be \$6,000 a year to help such as would work.

What you told us yesterday you had done among the Sioux is what we wanted here, but could not get. \$25,000 was received for allowing Otter Tail Indians upon our reservation. Have tried to advise about spending it. Have never been allowed to counsel about expenditure. Last year received \$20,000 for Pembina tract. We wanted voice in disposition of it, but were not listened to. Seeing how our young men were going to work we tried to have a fund of \$5,000 set aside to help them, or for an emergency. We wanted it put in the hands of the bishop, but it was not allowed, and we have nothing now. There are many of our young men who have not adopted the white men's ways yet, and we wanted to advise with them, and asked for a council-house to meet in, but could not get it. We want to start in agriculture.

We know what it is to be our own independence. They gave us small cattle and no plows and then told us to go to work. Last fall there was much grain sold. Our cattle were too small; the horses were disposed of, and when we wanted plowing done this spring, we got the same answer. I must have misunderstood in Washington because we cannot get the \$6,000 set aside. If they would listen to us it would be better; but they never take our advice, but go ahead as they think proper. When we saw we had no resources we asked help from our annuity. We are not at a loss to work. We know how to plow, and to drive and hoe. If more confidence was placed in us we could live better. No wonder I cannot turn my face to our friends because our progress is so slow. We have not the things to do with. I have told you why our progress is so slow, and now another thing I want to mention. We wish to ask if any wheat raised here from agricultural fund does not belong to us? If so why should we take it to our credit? Our father went to buy flour—here is a sample of flour. Our father bought it below cost, \$9; some say not nine-dollar flour. Have to pay \$30 per barrel for pork. When we take from traders they sell cheaper. Perhaps Great Father wants to get rich sooner than trader.

We lay no blame, only state what is transpiring. We wish you to know exactly how we are. Generally our Great Father sends big men. They come up—find condition of Indians. Make many papers for benefit of Indians; then see agent, and he puts pieces of green paper in their eyes, and when they go back papers never come up. The flour raised here was issued to us; our agent got flour to replace it. Whom does it belong to? Little while after we heard that the timber was sold we were keeping for our children. I alluded to our Great Father stripping us. When we heard our Great Father was taking the timber without ask-

ing us it frightened us; we are frightened yet. We fear he wishes us to be unruly so as to send us off. It is worth asking for if it is worth buying. It is right to ask us before selling anything that belongs to us. I never ceded land and tried to take it back. The Great Father always has asked and should have done it this time. We have had talks with Pillagers to see if they have had talks about selling pine. None of them have ever sold the pine. That is what we feared. We are not pleased to have it sold without permission. We want to keep it as a fund for our young men. Now we wish you to see the Pillagers and hear them say just what we say here to-day.

Should you ever hear that the pine was sold with the consent of the Indians it was done in a corner, and not in open council. Think it was wrong for agent to have disposed of our horses. Have been trying to have done for us as you did for Sioux. If any encouragement was given to those who work, all would work.

We know your time is precious, that you are in a hurry on account of your dinner; we are not anxious, having no dinner. You know we have not the knowledge to read and write as white men. Be always lenient with us, because on account of our ignorance we can make no memorandums, and are, therefore, liable to mistakes. I have asked about the \$25,000 from Pembina, and the \$25,000 from Otter Tail, \$50,000 in all. The reason I ask about that money is that when inquiries are made by my people I cannot explain to them. When I have asked about that fund I did so because I wanted to help the Indians who have never known how much was left of it, or anything about it. What troubles us, we do not know how our affairs are managed, and cannot make amount of work done and money meet. We always feel thankful when our Great Father extends a helping hand to us, but we want to know how it is expended. We know our wants better than strangers.

If all the work has been done with the \$6,000, then the \$25,000 is yet unexpended. Perhaps it has gone back to the big box of the Great Father. We have signed many vouchers and will sign no more until we know about the \$25,000. You have taught us to come to business, and business is business; when we touch the pen we must know what it is for. You see how blind we are. We thought the teams were to be fed from the harvest. Where did the oats go to? About the \$6,000, we know that it is a small matter. We wish to say to you that we were glad to hear that the beloved bishop was to take charge of us. We will work hard and strive hard not to disappoint him in any way. You can see at yonder church what he has done for our spiritual welfare, and what progress we have made. Not satisfied with that he is striving for our temporal welfare. Who can return what has been done for us by our beloved bishop? He has brought us from darkness to light. Our faults have never discouraged him. When hungry he has fed us, and when in trouble advised us, and no tongue can express what we feel for him. That in his being put over us, there has been some dispensation of Providence, none can question. His hand has always been stretched out for us. May the Great Spirit long spare him to us. You can see how he has helped us. Though we were trying to help ourselves he was not satisfied, but sent us plows, oxen, cows, hoes, seeds, and many necessary things. Who but a father would have done all this? He built us a church and then a hospital. No one knows or can see the end, for his hand still keeps pushing us on. We are not blind to what is done for us. You will visit many places in your travels. Notice Leech Lake, where the kindness of the bishop has not reached. They have had many missionaries and much money, but nothing is done where he is not. They all say that when the bishop's influence comes among them they will be as we are. The power of that saving influence has not reached many of them. Let the Government be lenient until the same influence that has been with us has been with all. Pity our needs. Pity our kindred. To find fault with us will always be in place here, for we have been tried and have been given opportunities. Those that have not been tried do not judge too harshly. Pity them if they leave their reservation and get into trouble. They cannot subsist without game, and there is no game on their reservation; always bear in mind that they have had no such start as we. We are all sinking and dwindling away. From the time of first cession dates the loss of our chieftainship. Then wasted from our hands all power. We ask now for pity, and aid to help the good desired. Can you question the respect we have for the Great Father and the whites? Do you know my idea and the ideas of those about me? It is that the Great Father cannot be ignorant of these things, and we expect that he will help us to support our children. When cessions were made we used to have a consideration given us. We did not know the Master of Life, nor the many customs that we now do, but money was kept in trust for our benefit. In putting this money, that was held in trust, in the hands of persons or agents to care for us, there have been many made rich by collusion and measures of dishonesty. From many getting rich on the mere pittance of \$1,500 a year, we have been led to believe that we have been tampered with, and that unmercifully. When our Great Father found he could not obtain proper men for our agents, he made up his mind to try religious societies. You cannot imagine what feelings of surprise it caused us that after a clergyman was appointed our agent, we found our property being taken away without even our consent being asked. When the first agent of a religious society was sent to us, we had an idea that something was wrong. The next was a minister. He found a great deal of help to begin with; \$20,000 from Government. Same time he found \$57,000 removal money. After the last amount named they found a band of Indians at Otter Tail Lake, not included in treaty, who had no reservation, and no means

of living except by fishing. To make a home for them on this reservation \$25,000 was given us. We were then advancing a little toward our present life, and we thought by taking some of our lands for the Otter Tails and receiving a fund it would be for the greater benefit of all. But we wanted a voice in the expending of that money. Some time after we were asked to allow the Pembina Indians a home on this reservation, and another sum of \$25,000 was given. The first money received for the home of the Otter Tails had taught us a lesson. No voice had been allowed us in the expenditure of it, and we thought should ever a similar case come around we would remember it. That same \$50,000 of money has gone, and we cannot tell where it has gone to. That is exactly what we want to know, and we want to see all the papers in regard to it. You remember the last agent said he had expended but the \$6,000; I am without prejudice, but make this demand to know how the money has been expended. I should be very much surprised to hear that this money had gone back into the Treasury. Then again this matter of the pine sale. When we heard our pine had been sold without consulting us, I cried, and prayed it might not be wrested from us without our consent. It is a great point with us. Let it go and what have we left us Chippewa Indians? Nothing. The pine sold is as much ours as this reservation; that is why we should have been consulted. When we came on this reservation we were told by the Great Father that when land belonged to us it could not be taken from us unless we were willing to part with it. We consider no bargain valid unless we have had a voice in the matter; not good, unless we have consented. We ask you to see that this matter is redressed for us. Will you blame me if I had the thought that a minister should be above fraud? Here stands the minister of God; says he comes here to take care of the Indians. Who is his God? Is he a greenback? That is what I am led to believe in my ignorance. Instead of worshiping God, worshiping a greenback. I know the man who has led us to life. When I look right I can see before me always the man who leads, and that man is the bishop. He leads us to life. He has done all we think.

As for myself, as I look through that window; I see those white clouds; I am named White Cloud, and I pray God to keep my heart as white as those clouds, to help those under me.

I pray that never may any temptation take me from the duty I owe my tribe and all men.

WASHINGTON, D. C., March 25, 1876.

C. K. PECK sworn and examined.

By Mr. WILSHIRE :

Question. State your age, residence, and occupation.—Answer. My age is forty-four; my residence is Keokuk, Iowa. I am a hardware merchant at Keokuk, and of the firm of Durfee & Peck, at Leavenworth, Kans., Indian and military traders; and I have been engaged in the steamboat business.

Q. You are the same C. K. Peck who has testified before the Committee on Expenditures in the War Department?—A. I have testified there; there has been another Peck also testified there, whose name I have noticed in the papers; but I do not know who he is. I think he is a clerk in the Treasury Department.

Q. You say you have been an Indian trader; state how long you have been an Indian trader, and at what Indian agencies.—A. From eight to ten years, at Cheyenne, Grand River, Fort Berthold, Fort Peck, Fort Turney, and Fort Belknap.

Q. What has been the practice of the Government through the Indian Department, in granting permission to trade at those agencies, in reference to allowing more than one trader at a post?—A. The law of Congress prescribes—

Q. I want to know what the practice of the Department has been?—A. The practice of the Department has been, until within the last year or two, to comply with the law—that any person of good moral character, giving bond for \$5,000, shall have a license to trade.

Q. What has been the practice since that time?—A. Since that, it has been, by order of the Secretary of the Interior, that licenses shall be granted by agents.

(Mr. Page requested the witness to point out the statute in reference to the subject.

The witness named section 2128 of the Revised Statutes, which Mr. Page read as follows:

“Any loyal person, a citizen of the United States, of good moral character, shall be permitted to trade with any Indian tribe, upon giving bond to the United States, in the penal sum of not less than \$5,000, nor more than \$10,000, with at least two good sureties, to be approved by the superintendent of the district within which such person proposes to trade, or by the United States district judge, or district attorney for the district in which the obligor resides, renewable each year, conditioned that such person will faithfully observe all laws and regulations made for the government, trade, and intercourse with the Indian tribes, and in no respect violate the same.”)



By Mr. WILSHIRE :

Q. I will ask you to state what the practice has been within the last year or two, which you refer to.—A. Parties who have made application, and furnished bonds in compliance with that law, have been refused licenses.

Q. By whom have such persons been refused?—A. By the Interior Department.

Q. Were there any instructions that you know of given by the Interior Department, with reference to this matter, to agents or other persons?—A. I am told—

Mr. PAGE. Do not state what you have been told.

The WITNESS. I can simply say that I think you can find the order upon record in the Interior Department, or in the Indian Office.

By Mr. WILSHIRE :

Q. Can you name any instances where men, who were traders at the time of this change in the practice, have been required to stop their business, and other persons have been allowed to go on and trade?—A. I can instance ourselves, Durfee & Peck.

Q. At what agency?—A. At all of them that I have mentioned.

Q. Were you engaged in trade at the time you were directed to suspend?—A. We were.

Q. Had you at all times complied with the requirements of the statute that has been referred to?—A. In every respect, so far as I know.

Q. From whom did you receive the orders or instructions to suspend?

The witness referred to the record of his testimony given before the Committee on Expenditures in the War Department, and read therefrom as an answer to the preceding question as follows :

"I was in the Office of the Commissioner of Indian Affairs, and was informed that an order had been issued for the revocation of our licenses. I went in to see Secretary Delano in regard to it. He said that he knew nothing of the cause of it whatever; that it was the order of the President. I asked him if there were any charges against the firm of Durfee & Peck in his Department, and he said, none whatever, that he ever heard of. I referred him to the law of Congress, which specified that any person of good moral character giving bond of \$5,000, shall be licensed to trade, &c. He simply replied that he had no option in the matter; if he did not cut off heads when he was ordered to, his would be cut off."

Q. Now state who, if any one, he told you would cut off his head?—A. The President of the United States, from whom he received the order.

By Mr. PAGE :

Q. Did he say the President would cut his head off?—A. He said those words. He said if he did not cut off heads, his own would be cut off. It is presumed that every appointment comes from the President.

Q. I only want to know what he said.—A. He said the President gave the order; that is the way he said it: "If I do not cut off heads when I am ordered to, my own will be cut off." I think that was his language exactly.

By Mr. WILSHIRE :

Q. He did not say that the President would remove him?—A. He said the order came from the President, and he said, "If I do not cut off heads when I am ordered, my own will be cut off."

Q. Now, I will ask you to state what followed that decision of the Secretary, so far as you and your trading-posts were concerned. That is to say, what disposition did you have to make of your business affairs there?

The witness again referred to the testimony from which he had previously read, and read for an answer to the preceding question, as follows :

"I asked for an extension for a certain time of the order; that it might not be put into effect at once. The spring trade was all over, and the summer trade, of course, at these Indian posts is comparatively light. It was only two or three months before our licenses would expire. He said he would see the President in regard to that point. I saw him again. It was allowed to go in that way until the licenses expired by limitation. I may as well explain, in connection with that, that I made a conditional sale after that, during the time that the licenses were to expire. I was aware that such an order was going to be issued, and before the expiration of the licenses I made a sale to John H. Charles, of Sioux City, of our interest, presuming possibly that he could obtain a license. It was a conditional sale. Charles made every effort to obtain a license. He entered into a contract and had it in writing, I think, with Bonnefon & Co., or Bonnefon and Orville Grant; and, in fact, Orville Grant was in Sioux City to see him in regard to the sale, taking the stock, as I understood him, at cost, and the buildings at great depreciation. The sale, however, was never consummated in that form. Mr. Charles, of course, was not able to get his licenses, and the property reverted to us again, and we had to make the best disposition we could of it."

I may say in connection with this that Mr. Charles is here now for the purpose of testifying before the Committee of Expenditures in the War Department. He arrived yesterday, and I presume is to be examined to-day. He can answer these questions if desired.

Q. I will ask you to state if you know any reasons why the license could not be procured by Mr. Charles.—A. They positively refused to give him a license.

Q. Who refused?—A. The Secretary. Mr. Charles went to the President in regard to it also.

Q. Who afterward got the licenses?—A. Orvil Grant controlled them, and gave them to different parties.

By Mr. PAGE:

Q. Were these licenses made out to Orvil Grant?—A. No, sir; they were made to different parties; at Cheyenne, to George W. Felt; at Standing Rock agency, formerly known as Grand River agency, to either Bonnefon or Casselberry. Orvil Grant went there himself to assist the party who had charge of our business in inventorying the goods and making purchases. Orville Grant also went to Fort Berthold. A general order was made closing the Indian stores and traderships on the Missouri River. There were some other parties closed under that general order, besides ours.

Q. By whom was the general order made?—A. It was made by the Secretary of the Interior, I think. The Secretary of the Interior made a general order closing all the stores, and then the agents were prohibited from granting licenses as the law prescribes, and the Secretary of the Interior only granted the licenses after that. At Fort Berthold, under that order, one J. W. Raymond, I think his name was, closed also. Orvil Grant was there very soon after and made arrangements with Mr. Raymond. Now this I do not know, but I am going to say what has been told me by one of our employés. I do not stay at the post myself; I only visit there.

Mr. WILSHIRE. Anything stated to you by your employés in regard to this business is competent.—A. Mr. Orvil Grant telegraphed from Bismarck, Dakota Territory, to Secretary Delano, "J. W. Raymond is our man."

By Mr. PAGE:

Q. Have you a copy of that telegram?—A. I have not; but my employé told me he saw the telegram; his name is William Harmon, of Minneapolis, Minn. The answer came back in due course of time that Mr. Raymond be allowed to remain.

By Mr. WILSHIRE:

Q. Mr. Raymond was licensed to trade?—A. Yes, sir.

Q. Was any other person authorized to trade there except him?—A. No, sir.

Q. Do you know whether any other persons made application to do so?—A. Mr. Charles did, and gave bond.

Q. Go on and answer the question so far as applies to any other trading-post or agency that you know.—A. Mr. Charles made application after this conditional sale that we made to him, and we made the sale in order to protect our property, and save ourselves from ruin, as we hoped. He made application and gave bond for permission to trade at each of the points I have named, where we had our stock of goods, and his application was refused. Mr. Charles is a merchant of the Northwest, and no one stands higher.

Q. Were there any other applications made by any other persons, that you know of?—A. There were several applications made, and all of them met the same fate.

By Mr. PAGE:

Q. Who is Mr. Charles?—A. John H. Charles, of Sioux City, Iowa. He is expected to testify before the Committee on Expenditures of the War Department to-day.

By Mr. WILSHIRE:

Q. What disposition did you finally make of your business operations at any of those places?—A. At Cheyenne we sold out to George W. Felt; at Standing Rock we sold out to the Orvil Grant outfit; I do not really know whose name the license was in, either Bonnefon's or Casselberry's, I think; at Fort Berthold we moved our stock away and left our buildings; at Fort Peck our stock was taken on the opposite side of the river, where at that time there was no Indian reservation. M. C. Thum was our agent. He traded there during the winter, till the President of the United States issued a proclamation making a reservation comprising several thousand acres on that side of the river. As soon as that proclamation went into effect, of course Mr. Thum had to cease trading. The President made the same proclamation in regard to the territory opposite the Standing Rock and Cheyenne agencies.

By Mr. PAGE:

Q. Can you give the date of those proclamations?—A. I cannot.

By Mr. WILSHIRE:

Q. About what time and what year?—A. It was during the winter and spring of 1874 and 1875. That proclamation reached Fort Peck after the trade was over, so that so far as that season was concerned, it did not materially affect us; we had already done the business. The balance of our stock at Fort Peck, during this last fall, we have removed to Fort Benton, and sold some of it to A. C. Layton, who is Orville Grant's partner there. What we did

not sell to Layton we removed to Fort Benton, on an Indian reservation. There are three of the Laytons—A. C., James, and Joseph. They are interested together, and I think the license there was in the name of James or Joseph Layton. A. C. Layton is the financial man, conducting the business.

Q. Are those Laytons engaged in trading at various points?—A. A. C. Layton is trader at Fort Buford, a military post, and is also largely interested with a party at Fort Abraham Lincoln, another military post; and one or two others that I do not remember the names of. They have been before the Committee on Expenditures in the War Department within the last day or two.

Q. Do you and your partner, Mr. Durfee, entertain a political feeling hostile to the present administration?—A. No, sir; Mr. Durfee died a year ago last September. While living he was a republican, and I never voted anything but the republican ticket.

Q. What disposition did you have to make of the buildings you occupied for these trading purposes?—A. At some places we sold them, and at other places they were abandoned.

Q. Did you sustain any great loss in consequence of this exclusion from trade and abandonment of your buildings?—A. Yes, sir; very great.

Q. Tell us as near as you can approximate.—A. It damaged us from \$50,000 to \$100,000.

Q. At what would you estimate the exclusive privilege, such as now exists under the present proclamations and orders, at the various places you have mentioned?—A. It would be hard to answer exactly.

Q. You can make an approximate answer.—A. Not less than \$10,000 a post.

Q. There were how many posts?—A. Six, I think.

Q. You mean they were worth that much to the trader?—A. That much profit each year.

Q. It was worth \$10,000 each year for each post?—A. Yes, sir.

By Mr. PAGE:

Q. Would not that depend somewhat upon the number of Indians kept there?—A. There are about the same number that receive their supplies, annuities, &c.; there is no particular change.

By Mr. WILSHIRE:

Q. Your estimate is based upon an experience of some eight or ten years as trader in that country?—A. Yes, sir.

Q. Do you know anything about any persons, and particularly those having trading permits, taking any Indian goods, or goods that belonged to the Government, sent there for Indian purposes, from any Indian trading station or Indian agency, to any military post, or any other place, and selling or disposing of them?—A. Not from my own personal knowledge.

Q. State what you do know about it, and what your information is. If you do not have personal knowledge, but have information, state the source of that information.—A. M. C. Thum, who was our agent, and interested with us at Fort Peck during that winter when he was trading on the opposite side of the river, informed me that he took the affidavits of several parties in regard to the transactions of the Laytons, who were partners of Orvil Grant's.

Q. All the Laytons, or any particular one of them?—A. Well, my understanding was that they were all interested in the business with Orvil Grant.

Q. State substantially what the charges were in that behalf.—A. It was simply affidavits to cover the question that you asked—that they had taken goods from that post to Fort Buford, where they were military traders, and to other posts. I know nothing about the material that they took. Mr. Thum was a United States commissioner, and in his official capacity he took a number of affidavits on the subject. Who the parties were that made them, or what their purport was, except generally, I am not informed.

By Mr. PAGE:

Q. Do you know what the purport of them was?—A. Simply that they took goods from there to other posts.

By Mr. WILSHIRE:

Q. Were they Indian or Government goods?—A. That is my understanding of it.

By the CHAIRMAN:

Q. Do you know what became of those affidavits?—A. I do not.

By Mr. WILSHIRE:

Q. When was this—since the establishment of these exclusive rights of trading?—A. Yes, sir.

Q. Now state, if you can, who were the agents at all these agencies that you have mentioned, since or about the time this is alleged to have been committed?—A. This that I speak of is only at one agency, Fort Peck.

Q. What year was that?—A. In the winter of 1873 and 1874.

Q. That was before this exclusive permit arrangement, was it not?—A. No, sir; it was afterward. That order was issued during the spring or summer of 1873.

Q. State who the agent was at Fort Peck.—A. Rev. Mr. Alderson.

Q. Do you remember whether Rev. Mr. Alderson and his clerk, Stanley, or any other person connected with the agency was implicated, or had any knowledge?—A. I know nothing from my personal knowledge whatever.

Q. Do you know where those affidavits that you speak of can be obtained?—A. I do not. M. C. Thum is at Fort Belknap, Montana Territory.

By the CHAIRMAN :

Q. Was that agency in charge of the Methodists?—A. Yes, sir.

By Mr. WILSHIRE :

Q. Can you state how this addition of territory to the reservation was made? Was a survey made?—A. It was a public proclamation prescribing boundary lines, and taking in a very large amount of territory.

Q. Have you ever seen any of those affidavits?—A. I have not.

Q. You never have had any of them in your possession?—A. No, sir.

By the CHAIRMAN :

Q. Was there any alleged reason in the proclamation for this extension of the reservation?—A. I think not; I think of nothing now.

Q. What was the effect of it?—A. The effect was to stop all opposition to the traders whom Orville Grant had designated for appointment.

By Mr. PAGE :

Q. How do you know Mr. Grant had designated them for appointment?—A. Mr. Layton, the party designated, told me so.

Q. Was the license made out to Orville Grant?—A. To one of the Laytons, I think.

By Mr. WILSHIRE :

Q. Do you know whether these permits were not all obtained by Orville Grant, but in the names of such persons as he saw proper to designate?

Mr. PAGE. If you know that, state it; and if you do not, do not state it.—A. Not from my own personal knowledge.

Mr. WILSHIRE. If you know it from information, state the source of the information.—A. From the parties who were appointed.

Q. Who were they?—A. Mr. Layton, at Fort Peck.

Q. Now state what that information consisted of.—A. He told me that in consideration of Orville Grant getting him the appointment he was to give Grant \$300 each month, and one-half of the profits of the post.

Q. For any particular post, or for all the posts they had?—A. For each post that he might secure for him.

Q. How many posts were secured for the Laytons by Orville Grant?—A. Three at first, I think; I think now they run only two.

Q. State whether that was not the case in all those agencies.—A. I do not know the nature of his contract with the other parties except from general report. I have not been told of it by Orville Grant. I never spoke to him in my life, and I have never been told of it by any other parties except by Mr. Layton in regard to his own posts.

Q. Do you know any other matter in relation to it that you have not been specially interrogated upon? If so, please state it.—A. I know nothing special.

Q. State whether you know of the existence of what is known as an Indian ring?—A. I have heard very often of the existence of an Indian ring.

By Mr. PAGE :

Q. Do you know of the existence of an Indian ring?—A. I cannot really consider that I know of the existence of any ring specially. In old times I have been accused of being a member of the ring, very often, but there never was any ring in regard to it specially.

Q. You never were a member of the Indian ring?—A. I do not know what interpretation you would put upon that; we would get contracts, and other parties would get contracts, and we would make combinations for carrying them out together.

By Mr. WILSHIRE :

Q. You stated you and your partner had been getting contracts for a long time, and other gentlemen had; and that you had formed combinations for the purpose of carrying out your contracts, with other-contractors; now I ask you to state whether you have ever made combinations with other contractors for the purpose of obtaining these contracts.—A. No, sir.

Q. Do you know of such combinations being formed with other persons?—A. No, sir; I do not in that way. I do not know that we have ever got contracts except when we were the lowest bidders, and were entitled to them. After we got the contracts we made combinations for capital, &c.

Q. Were there any combinations between the bidders by which your bid was the lowest?—A. Not to my knowledge.

Q. Were the contracts you refer to contracts for Indian supplies and transportation, or war supplies and transportation?—A. I refer, in connection with this matter, to Indian supplies and military also.

Q. Were the arrangements made between you and the contractors who had other contracts for transporting war supplies the same as Indian supplies?—A. Yes; there was no difference that I know of, in any respect.

Q. Who informed you first of your successors as traders at these various agencies?—A. I saw the order in the Indian Office.

Q. The order appointing your successors?—A. No, sir; the order revoking our licenses.

Q. The question was, who first informed you who your successors were to be?—A. I cannot tell you. Orville Grant went up the country right away after the revocation of our licenses, with Mr. Bonnefont and Mr. Casselberry, looking at the posts all over the Territory, during the summer and fall of 1874. I think it was after the issuance of the order.

Q. You said, a little while ago, that you could not state, of your own knowledge, that you knew of any ring. By that term I understand a combination. A ring is a term recently applied to such things. It is in reality a conspiracy to defraud the Government. Now I will ask you if you have any information of such combinations; and if so, state the source of such information.—A. I know of none whatever.

Q. Have you never heard of such things?—A. I have.

Q. From whom did you hear it?—A. Only general rumor.

Q. Through the newspapers, or individuals?—A. Both.

Q. If from any individuals, can you remember their names? If so, please state.—A. No, I cannot. I know of no ring in the Indian Department for the purpose of fraud.

By Mr. PAGE:

Q. Was your attention ever called to section 2132 of the Revised Statutes?—A. I have read the law in regard to the matter.

By the CHAIRMAN:

Q. Were any charges made against you when you were displaced?—A. The Secretary of the Interior said no charges had ever been made against me in any shape or form, and I have never known of any.

Q. Did he ever give you any reason for displacing you except the fact that if he did not his own head would be cut off?—A. None whatever.

By Mr. PAGE:

Q. I have asked you if your attention had been called to section 2132 of the Revised Statutes. I desire to read that section, merely to show that the President, if he acted as you say, acted upon authority of law:

"The President is authorized, whenever, in his opinion, the public interest may require the same, to prohibit the introduction of goods, or of any particular article, into the country belonging to any Indian tribe, and to direct all licenses to trade with such tribe to be revoked, and all applications therefor to be rejected. No trader to any other tribe shall, so long as such prohibition may continue, trade with any Indians of or for the tribe against which such prohibition is issued."

The WITNESS. I have read that law, and know what it is.

Q. Did any of your employes sell any liquor to the Indians?—A. Never.

Q. They had no liquors?—A. Never.

Q. I ask you these questions for the purpose of finding out whether there was any reasonable ground for rejecting your application.—A. We never shipped a gallon of liquor to any trading-post in our lives.

Q. Was any such charge made against you or any of your agents?—A. Never, that I know of.

Q. You speak about the order of the President to the Secretary of the Interior, directing him to cancel all licenses. You did not see the order?—A. I did not.

Q. The Secretary never informed you that he had such an order?—A. I do not know whether he informed me that, or whether I was informed in the Indian Office in regard to it.

Q. You do not know whether the Secretary of the Interior informed you or not?—A. No, sir, I do not.

Q. Was the order or proclamation of the President in regard to which you have been testifying, in writing, according to your understanding?—A. Yes, sir; I understood it to be in writing.

Q. You stated, however, that you were allowed to retain your posts until your licenses expired at all your trading-posts?—A. Yes, sir; they were about to expire by limitation.

Q. How long a time had they to run?—A. Only two or three or four months, or something of that kind. We usually aimed to have them expire in the summer, when there is no business specially, so that if we should fail to get them renewed, or get new licenses, it made no material difference.

Q. This order, then, whatever it was, did not deprive you of retaining your posts until your licenses had expired?—A. It did not.

Q. Who succeeded you as post-traders at these different trading-posts?—A. At Cheyenne, G. W. Felt; at Standing Rock agency, it was in the name of Bonnefon or Casselberry. The records of the Department will show the whole thing.

Q. Did any of them stand in the name of Orville Grant?—A. None of them were in the name of Orville Grant to my knowledge.

Q. Do you know whether any of these post-traders paid Orville Grant any money?—A. Mr. Layton told me that he did.

Q. You do not know of your own personal knowledge?—A. No, sir.

Q. Did you ever pay Orville Grant any money?—A. I never spoke to the man in my life.

Q. Have you seen Orville Grant's testimony before the Committee on Expenditures in the War Department?—A. I have read a portion of it in the newspapers.

Q. Was such of his testimony as you saw true?—A. I know nothing to the contrary. I only read it casually.

Q. You stated something in regard to the receipt of a telegram to the Secretary of the Interior, sent by Orville Grant from Bismarck. Did you ever see that telegram?—A. I never did.

Q. All you know about it is from hearsay?—A. From what Mr. William Harmon told me.

Q. Who is Mr. John H. Charles?—A. He has been in the wholesale grocery business in Sioux City for a great many years.

Q. You say his application was rejected?—A. Yes, sir.

Q. Who tried to assist him, and used his influence in getting his appointment as post-trader or Indian trader?—A. He is here in Washington and can testify upon that point himself.

Q. You do not know anything about it?—A. I know nothing of it only from hearsay.

Q. The question was asked you if you were not a republican. Do you know of any democrats selling goods out in the Indian country?—A. I never heard the question of politics brought up in regard to any Indian post.

Q. Do you know of any democrat selling goods out there?—A. I do not know that I ever asked the politics of any one of them.

Q. Do you know whether these applications were confined to any particular party or not?—A. I do not know.

Q. So far as your information goes, was it confined to party?—A. Not for Indian trading-posts; no, sir. Under the law I cannot see what right they would have to confine it in that way.

Q. Under the law, did you recognize the right of the President to revoke all licenses, and to prevent the taking of goods into the Indian Territory, if in the judgment of the President it was against the public interests to do so? I refer now to the section that was read a moment ago.—A. I have never heard or thought of anything of the kind being done.

Q. Excuse me; that is not an answer to the question exactly. You are familiar with the law?—A. Yes, sir; I have read it many times.

Q. Do you recognize that, under the section referred to, the President had the right to revoke licenses or prevent parties from taking goods into the Indian country?—A. I never supposed he could do it except for illegitimate purposes. I never heard of the President interfering with Indian traderships before.

Q. Do you know of any charges preferred against John H. Charles which prevented him from receiving a license?—A. I never heard a charge against Mr. Charles. I do not think any one would speak of him except as being an upright man, of as high commercial standing as any one in the Northwest.

Q. Do you know of any parties except yourself and Mr. Charles that have been refused permission to trade with the Indians upon application to the Interior Department?—A. There were other licenses canceled at the same time.

Q. Did you ever know of your own knowledge, or understand from any reliable source, the reason for the cancellation of those licenses?—A. No, sir.

By the CHAIRMAN:

Q. You were asked just now if you knew whether or not the evidence of Orville Grant given before the Committee on Expenditures in the War Department was true. Do you know that it is?—A. I have only read it casually.

Q. You do not know whether it is or is not true?—A. As far as I know, a great deal of it is in conformity with my own testimony. I know nothing about it except from casually reading it in the newspapers, and I noticed that a great deal of it is in conformity with my own testimony.

Q. As to other portions of his testimony, you do not know whether they are true or not?—A. No, sir.

Q. Did you see the President when you were here?—A. No, sir.

Q. You did not go beyond the Secretary of the Interior?—A. No, sir.

Q. How long have you been a trader at those posts?—A. Eight or ten years, at different posts. All these posts were not established at that time.

By Mr. PAGE :

Q. You stated about the President issuing an order or proclamation that embraced additional territory where there were trading-posts in an Indian reservation?—A. It was public land.

Q. He issued a proclamation embracing that land in the Indian reservation?—A. Making it Indian reservation.

Q. I want the reason for that. Were the parties there disobeying the rules or laws in reference to trading with the Indians?—A. I never heard of it.

Q. You do not know whether they had been selling spirituous liquors to the Indians?—A. No, sir.

Q. You do not know whether there were such complaints or not?—A. No; but I know there was no occasion for it at the reservation opposite Fort Peck.

By the CHAIRMAN :

Q. No occasion for the proclamation, you mean?—A. As far as any illicit trade was concerned there was not.

By Mr. WILSHIRE :

Q. Do you know of your own knowledge whether there was any information communicated from the President to Orville Grant notifying him that these vacancies would soon occur?—A. Not of my own knowledge.

By Mr. PAGE :

Q. Do you know anything more about it than rumor?—A. No more than rumor and published reports of Orville Grant's testimony.

By Mr. WILSHIRE :

Q. His testimony before one of the committees of the House?—A. Yes, sir; I think he says that the President informed him that vacancies would occur. I think I read that in his testimony.

DEPARTMENT OF THE INTERIOR,  
Washington, March 29, 1876.

SIR: In reply to your inquiry of this date, you are respectfully informed that there is not on file in this Department any order from the President revoking or canceling any license of Durfee & Peck, Indian traders.

I have the honor to be, very respectfully, your obedient servant,

Z. CHANDLER,  
Secretary.

Hon. H. F. PAGE, *House of Representatives.*

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., March 25, 1876.

JOHN T. AVERILL sworn and examined.

By Mr. PAGE :

Question. State your age, residence, and occupation.—Answer. I am fifty-one years of age; I reside at Saint Paul, Minn. I am a merchant and paper-manufacturer.

Q. Do you know John H. Smoot, formerly a clerk in the Interior Department?—A. Yes.

Q. How long have you known him?—A. I have known him intimately since I came to Congress in the winter of 1870 and 1871. I say intimately; I have known him more fully since then. I did know him as a resident of Minnesota, as I know other people. I had merely seen him. I hadn't any personal acquaintance with him prior to 1870.

Q. Were you a member of the Forty-third Congress?—A. Yes.

Q. During the year 1874, while Congress was in session, do you remember of any person from Minnesota speaking to you with reference to Mr. Smoot, about getting him a place? If so, state all you know about being solicited by him or by any of his friends to secure his re-instatement in the Interior Department.—A. Yes, sir. I remember the transaction very well, and will state as briefly as possible what I know in relation to that case. Mr. Smoot at one time sent in to me when I was in the House. I cannot remember the date, but I think it was the spring or winter before last. I went out, and there were two or three of his Minnesota friends with him; Judge Crowell was one, Major Hatch was another, and my impression is that Captain Chase was there also, but I cannot say certainly now. Smoot seemed to be in deep grief, and one of his friends says, "John is in trouble." I asked what the mat-

ter was, and he pulled out a paper and says, "That explains it." I read it and found that it was a request for him to resign his place. I asked him what that meant; what he had been doing. He said he did not know; that that paper explained itself. Said I, "Haven't you heard anything?" "Yes," he said, "he had heard that General Shanks had made charges against him, and he was asked to resign." He seemed to be in a state of great depression and grief, in consequence of his discharge and the condition in which it placed him and his family. I told him I did not know what I could do myself, but asked him to see Major Strait, as Major Strait was then the member from his district. Smoot formerly lived in my district, but since the census was taken, and the apportionment has been made, that part of the country where Mr. Smoot lives has been included in Mr. Strait's district. I told him also that I would see General Shanks and see what his understanding was in regard to the matter. I went into the House, and some time during the day I saw General Shanks and asked him in regard to the matter. His reply was that he believed Smoot had been unfaithful; that he believed he had been guilty of transmitting certain information to parties that were antagonizing his efforts in behalf of the Indians, and he told me something in relation to it. I told him I thought he was mistaken, as Smoot had ever borne a good character so far as I had known; that he was very efficient as a clerk; that he was from my district formerly, and I felt some sympathy and good-will toward him then. As I had promised Mr. Smoot, I think it was the next day, because I could not go that day, I went up to the Department and learned that General Shanks had insisted upon his removal. I went to the Secretary and asked him if something could not be done, and told him that it was my opinion that General Shanks had been improperly informed or was prejudiced against Smoot. I also said that I thought it would be proper and just to give the man a chance to vindicate himself. The Secretary said that was perfectly right and just, and he thought he would give him a chance. The next time I saw Smoot, and I think it was as soon as I could see him outside, because he was besetting me every time he had an opportunity, for weeks, I told him that he had better write out an explanation of certain things that were alleged against him. He did so, and that went to the Commissioner. The Secretary then told me that he would see that justice was done, and the matter ended in that way for several days. In the mean time he would get every Minnesota individual in town to see me, General Sanborn, Mr. Wilder, Major Hatch, Dr. Foster, and Judge Crowell, who are all here, and who will all testify if the committee desire it, that Smoot was with them, and after them, and that they themselves all visited me to appeal to me as they had never appealed to anybody, because he was a Minnesotan and his family were of high respectability. They were perfectly full of sympathy and pity for him, as you might say. Time passed on and Smoot was very anxious; and during the interim, I should say, of a week, he seemed to be running down fast in morals. He was drunk every day that I could see him, and in fact owned it himself. He said he was getting desperate. I once told him that unless he reformed he would never get back; that came to the ears of the Department and was alluded to, to me. I explained that as well as I could by saying that the man had become desperate, and was doing and saying things that he would not do in his right mind; that he was destroying himself on account of his grief. At last, after seeing the officers of the Department two or three times, they said they would do the best they could for him, and although there was no opening at that time, they would remember him the first opening that occurred. In the mean time Commissioner Smith had heard things that he said forbade him to consent to take Smoot back into his Bureau; that Smoot had said things in relation to his (Smith's) transactions with the Government that forbade his being taken back into that Bureau, and he said he could not consent to it. Then they said they would do the best they could. I went to see Major Strait finally. I knew he had great sympathy for Smoot, as others had that were interesting themselves in his behalf. Well, after two or three months, I do not recollect the exact time, he was appointed.

Q. Appointed to what?—A. To a clerkship in the Pension-Office.

Q. Was that before or after he was appointed as special agent?—A. If he was appointed special agent that would probably be first, because they oftentimes appointed a special agent.

Q. Do you remember anything about his appointment as special agent of the Pension-Office?—A. I do not remember; only they said they would endeavor to appoint him a special agent until such time as they could get a place for him, and I understood he was to be sent on some business out West. That is where he wanted to go, in order to get rid of the influences about him here, and to get with his family.

Q. Were there any matters before your committee, or were you in possession of any facts that led you to use your influence to get him away so as to prevent him from giving his testimony before your committee?—A. No, sir; I will state in that connection that I did not know of his having any testimony. I never heard his name mentioned before the committee. I never heard him say that he had any information except once, and that was when he was under the influence of liquor, and he afterward said that what he told me he was not responsible for.

Q. Did you request Mr. Wilder to assist him, to give him money?—A. I do not know that I particularly requested him. I recollect one time he came up to my room in a state of desperation and said he could not stay here; that there were influences around him that he



could not resist here and he wanted to go home. This was before he was appointed to another place. He said he had not means to take him away. Mr. Wilder and I both told him that unless he reformed he could never expect to be re-instated; in fact, I told him right there that I would do no more for him unless he did reform. He then spoke of his means, and Mr. Wilder, to the best of my recollection, asked him how much he had and how much it would take to take him home. He said \$200 or \$300 probably. He and Mr. Wilder went out, and I think Mr. Wilder told him he would try to assist him, as he had done before on many occasions.

Q. Do you know of the fact of Mr. Wilder's having assisted him several times when he was out of money?—A. I know it by Mr. Wilder's talk, and I have heard Mr. Smoot speak of his gratitude to Wilder on former occasions as I did on this. He was dependent on Mr. Wilder a great deal and had depended on him a great deal for aid and assistance.

Q. Did General Sanborn speak to you of assisting him?—A. He made an urgent appeal to have him re-instated, and spoke of the matter on several occasions. A half-dozen others now in town would make the same statement if the committee desire and would call them. Their names I will give the committee, if necessary.

Q. Mr. Smoot came here to the House of Representatives and called you out, did he?—A. Yes, sir; that is the first indication I ever had that there was trouble with him or that he was dismissed.

Q. Did he cry?—A. He shed tears; yes.

Q. And he enlisted your sympathy?—A. Yes, he enlisted my sympathy deeply. I knew his family to be of high respectability and I had pity for them as well as himself.

By Mr. WILSHIRE:

Q. Do you know anything about his being appointed in the Internal Revenue Department while he was out of the Interior Department?—A. No, sir; I do not know anything about that.

Q. Did you communicate to him by letter while he was West with reference to an appointment in the Internal Revenue Department?

The WITNESS. Was it not the Pension-Office?

Mr. WILSHIRE. No; it was in the Revenue Department, I think.

Q. You do not know whether he was appointed to any office in the Revenue Department?—A. No; I think he was not, for reasons that I will give in a moment. At the time I was talking with the Secretary he seemed to have sympathy for Smoot. I told him that I thought the removal was unnecessary, that General Shanks was perhaps prejudiced against him. And then when this thing was finally done I told him that Smoot wanted to get away, and asked if he could not have some appointment, the same as other clerks, as a special agent; and either Mr. Cowen, or the Secretary himself, I could not say which now, said he would get Smoot a position; that he had seen some one in the Department who had a place open for him that he could have if he wished. If I said in my letter that it was in the Internal Revenue Department, it was a mistake in writing Internal Revenue instead of the Pension-Office, because that was a kind of agencies that the clerks were attending to.

Q. I understand you to say that your recollection is now that whatever office may have been referred to, you think your letter referred to some appointment in the Interior Department?—A. That is my impression; yes, sir; although I cannot state definitely. It seemed to be the object to get him a place, I know, and I am free to say that I acted with as much zeal for him as I ever did for any one, on account of friendship. This news came back here and it reached the Department, and it is my impression that the appointment was never made, because subsequently, when he came back here, I saw him on the street. I was walking down the street one Sunday, I think, and he came to me and complained a great deal because he had not been appointed. I did not know whether he had got appointed anywhere in the mean time. I know I went afterward and had a long talk with the head of the Department and made my appeal to save the man because I saw he was going to ruin if he did not get some place. I felt a great deal of sympathy for him and endeavored to have him re-appointed, thinking and believing that he would recover himself and again be a man. That was the only motive that I had and the only motive that could be ascribed to my action, because there was nothing else. I knew very well that Smoot had no information that would affect these officers at all, because he told me that what he had once told while in liquor he was not responsible for.

Q. Was it ever suggested to you prior to his being sent away, or prior to the delivery of money by Mr. Wilder to him, that he was in possession of facts that, if brought out before the Committee on Indian Affairs, would be damaging to Mr. Wilder or any officers of the Department?—A. No, sir; I never knew it until one time, I think, after he came back from the West, he said he had information that would be damaging to the Department; but he was then under the influence of liquor. I said, "Smoot, you should not talk that way unless you mean it; if you do you ought not to go back into the Department; you ought to make it known." That was my reply to him. At times, afterward, he would refer to it and say that they had got him to say things that he had no right to, and so on. During all my efforts to have him re-instated and up to the time he went to Chicago I knew nothing at all of what he had, as to his pretended information.

Q. Was not Mr. Smoot in the neighborhood where he resided considered a man of reputable character and truthful?—A. I knew nothing of him personally before he came here. I knew that there was such a man and he was appointed by some Representative. I knew that he was a man who was an efficient clerk. He would often volunteer to assist people that would come down from Minnesota and help to do their transcribing of evenings. He was generally considered a favorite in that regard, because he tried to make himself agreeable. He introduced himself to me at once when I came here, and my acquaintance with him for the whole four years was what might be called intimate so far as clerks were concerned. I had more or less business in that Department, so that I frequently had occasion to refer to him and he would often call at my room at the National Hotel. He came to be a very strong friend of all our people from Minnesota, and my impression is that up to that time he was a general favorite on account of his efficiency and his willingness to help them.

By the CHAIRMAN :

Q. What Secretary was it that you referred to in your letter?—A. The Secretary of the Interior. It may be that Mr. Cowen was then Acting Secretary. I could not say. I did not charge my mind with it.

Q. You speak of the new appointment as being preferable to the one he held at that time; what one did he hold at that time?—A. As a clerk in the Indian Department.

Q. I thought he had been dismissed?—A. I referred to the past tense there, of course. He was then dismissed or discharged, but hadn't received his pay. When they are discharged or resign, I think they are allowed one or two months' pay.

Q. I think you refer in your letter, and used the words "the place you hold."—A. That may be an error of writing. I meant the one he held. He was under dismissal at that time.

Q. Was he receiving pay at that time?—A. As all other clerks are; I think the Department allows them one or two months' pay, I do not recollect which, when they are asked to resign. He would really then have been under pay.

Q. Your explanation of that language is that you think you allude to the office he had held?—A. Yes.

Q. And not the one he was holding at the time?—A. He was not holding any office at the time.

Q. Was this place in the Internal Revenue in the gift of the Secretary of the Interior?—A. I think not; but they have frequently done this when they haven't a place open: They go to a neighboring bureau and get an appointment there, if one should happen to be open there, and return the favor to that other bureau some time afterward. I cannot state that I did mean the Internal Revenue in that letter.

Q. Can you state that you did not?—A. I think I did not; but I would not want to state that I did not, because it may have been that the Secretary said to me that one of the other officers would give him a place. I think I did not, however, because it was an investigation of matters that would be pertaining to the Pension-Office.

Q. What do you think you did mean?—A. My impression is that I meant the Pension-Office; but I could not state that certainly, because it has been two years ago.

Q. What position in the Pension-Office did you mean?—A. My impression is that he was appointed to a special agency to work up cases in different places. Sometimes a special agent would go to a certain town and stay a month to work up frauds in pension cases. He would make that one place his headquarters for that time.

Q. Where was Smoot to be located?—A. His home was in Wabasha.

Q. Where was he to be located for this business?—A. I could not tell, but I think it was in that section of the country.

Q. Which section of the country?—A. At Wabasha, Minn.

Q. Can you give any reason why the Secretary of the Interior should interest himself to give a man an office who had just been displaced from his Department?—A. I do not know what the reason would be unless he was convinced that there was no just foundation for removing him, as General Shanks had insisted upon, as also had the Commissioner on account of what Smoot had said previously. He utterly and absolutely refused to receive him back. The Secretary stated that he believed that he ought to have a place, and believed that there was not enough in the charges to justify his dismissal. That, together with my urgent appeal, is what I supposed influenced the Secretary.

Q. How, then, did he agree, as you state in your letter, that in six months he would give him his old place? I will read the letter: "If you desire to return to your old stand of duty at the end of three or six months you are to do so, by agreement with the Secretary."—A. That was, probably, my opinion. I probably thought that this matter would be reconciled; and that seemed to be one of Smoot's pet ideas, to get back into his old place. He frequently said that he would rather have that than to receive a higher salary elsewhere.

Q. Was that agreed between you and the Secretary?—A. I do not think so. I have no recollection of any agreement of that kind. It would be a matter of opinion rather than of fact.

Q. Your explanation of that is, "that you can do so if you think proper?"—A. That is an inference I drew myself from what I had hoped. I had hoped that he would be per-

fectly and absolutely re-instated, for I felt that the man had been injured at that time, and that all the prejudice against him would be removed; that is, I hoped that would be done in time, although at that time the Commissioner was invincible. He would not consent to his coming back.

Q. Was the Secretary from the same part of the country that Smoot came from?—A. No, sir. Smoot was from Wabasha, Minn., and the Secretary was from Ohio.

Q. He had no personal claims upon the Secretary of the Interior?—A. I do not know that he had.

Q. Is it usual for the Secretary of the Interior to use his influence in obtaining a position for a man in another Department?—A. I could not say what his usual custom is.

Q. I understood you to say this morning, in answer to Mr. Page, that you did not know whether he received his appointment as special agent for the Pension-Office or not?—A. I think I have stated that he did not receive it, owing to information received afterward in relation to his conduct. He did not receive it at that time, and it is my impression that he did not receive it at all.

Q. When did you think that information was received?—A. Subsequently to the writing of this letter.

Q. How long afterward?—A. I could not tell you. It was subsequent to that time he came back from Chicago. I think he did not go home; that was the impression I got. News came here of his conduct being very bad, and I think that was the answer made when I went up to see about it one day after that. Of course I did not go every day or week after that. I did not trouble myself again until I learned from him that he had not got the appointment. When I say Secretary of the Interior, understand I do not know whether it was General Cowen or the Secretary himself. General Cowen was sometimes acting as Secretary. I remember talking with the Secretary about it first, but when I had the final talk, and this promise was made in regard to getting him a place of this kind, I cannot say whether it was the Secretary or General Cowen with whom I had the conversation.

Q. If it was a pension-agency, that would be in the gift of the Secretary of the Interior?—A. Certainly; he makes all such appointments.

Q. Did you understand that he would give Smoot that appointment?—A. Yes, I did.

Q. You said in your letter that his commission would be sent to him that day, or in a day or two?—A. Yes; that was the understanding, that he would send it to him immediately; that his commission and the necessary papers to enable him to do the work would be sent to him immediately.

Q. Had he been furloughed?—A. No, sir; they did not furlough men that I know of. When they are asked to resign, that is substantially a dismissal.

Q. What does this language mean, then: "Your papers will be sent to you in a day or two, commencing the 1st of May and ending with your furlough?"—A. What I meant by furlough was the time that he would be out of the Department.

Q. Would that be called a furlough?—A. Strictly, I suppose it would not. I believe the clerks termed these things furloughs.

Q. Is it the custom to give a man two months' pay after he goes out of office?—A. I am not certain whether it is two months or one. I could not say.

Q. Is it the custom to pay him any length of time after he goes out of office?—A. I have so stated. The most I know about his discharge is that his resignation had been accepted. He had been asked to resign, as I was informed by the head of the Department and also by himself.

Q. I understand you to say that Major Strait was his Representative in Congress?—A. Yes, sir; Mr. Smoot was a constituent of Major Strait's. He had formerly been in my district, but after the census, when the State was redistricted, his section of the country was in Major Strait's district. Smoot, however, always came to me as being an older acquaintance; and like many others was pressing me—whether from my kindness of heart, or softness of yielding, I cannot say, but I had more pressure than I wish I had.

Q. Did Smoot ever before that time intimate that he had any charges against the Commissioner?—A. No, sir; he never intimated to me a thing of that kind until a long time afterward. I do not know but it was two months afterward; it was then only incidentally, and he afterwards said that he stated things while under the influence of liquor that he had no business to.

Q. When he came back from Chicago, you say he did not go home on that trip?—A. I have not said so. I do not know; I never interrogated him on the subject, and had but little talk with him.

Q. Was any position given him when he came back?—A. I could not say what position was given him after that. After that matter, I did not think I had any more to say for him or about him to the Department. I do not remember of ever saying anything more on the subject; that is, I know I did not for a certain period prior to the next session of Congress; that date I cannot tell.

Q. Was it the session when he was before your committee as a witness, or the next session?—A. I never knew that he was subpoenaed, or had any information that he could be subpoenaed for; my impression is that it was during two or three weeks while this committee was in session, making the investigation of Smith and the Department, and if his

testimony was of value it would have been natural for him to be called, but he never was and it never was talked of to me.

Q. How long after that was it that he gave you this information about the Commissioner?  
—A. He never gave me information except by innuendo, and that was at a time when he was not responsible for what he said.

Q. Did you ever talk with him on the subject?—A. No, sir; never when he was sober.

Q. You did not want him before the committee to testify in regard to these innuendoes that he uttered when he was drunk?—A. The innuendoes were so slight that they would hardly be worth noting; they were something like this: that the Department ought not to shove him away, because he knew enough to damage them. My remark to him was that if he knew anything of the kind he ought not to want to get back into the Department; that it was his duty to make it known. Subsequently he told me that he was not responsible for anything he said. He told me that voluntarily when he saw me at some place about the hotel or on the street.

By Mr. PAGE:

Q. Do you know whether one of the reasons why Mr. Smith refused to re-instate him in his former position was that he had heard that Smoot had accused him of committing frauds or irregularities in the Department?—A. Yes; it was some time after that, that I heard Mr. Smith say that Smoot had made assertions which forbade him taking him back into his Bureau, which reflected upon the management of the Bureau, or reflected upon him personally. I think, that is it.

By the CHAIRMAN:

Q. Do you know how much Wilder gave Smoot when he went off?—A. I do not know. I heard Mr. Wilder say that he gave him \$300, and I heard Mr. Smoot say that Mr. Wilder had kindly assisted him to get away; but he never told me how much Wilder gave him, and I never knew how much it was until I have heard some testimony given before this committee.

Q. Do you know how much it would cost to take him home?—A. I know he said at the time it would take two or three hundred dollars.

Q. Do you know how much it would take to get him home—to pay his expenses?

The WITNESS. His bare expenses?

The CHAIRMAN. Yes.

A. His fare would be something like \$35; his other expenses would be readily estimated.

Q. It would not exceed \$50, would it?

The WITNESS. For the expense of going home?

The CHAIRMAN. Yes.

A. No, sir; the bare expense would probably be about \$50.

Q. At that time, I understand you to say, he was on pay from the Department.—A. It is pretty hard to say any further than I have, that he was allowed pay for one or two months after his resignation was accepted.

Q. I thought you said that they furloughed him at the end of the time he was allowed, and that did not end until the first of May?—A. I presume that is true, by my writing it; of course it is impossible for me to remember all these details. I did not charge my mind with it. In all I did for the man I was only actuated by feelings of sympathy.

Q. Did you hear Wilder say how much he had paid him before this time?—A. No, sir; I heard Wilder say that he had assisted him on several occasions by lending him money; that Smoot had paid it back sometimes, and sometimes hadn't; that Smoot had done work for him and assisted him voluntarily; and I heard Smoot say, on one occasion, that Wilder was one of his best friends.

Q. He did not mention the amount he had given him?—A. No, sir.

Q. Did Wilder say that he had given him this money as a loan?—A. I do not think I heard Mr. Wilder say anything about it; but Smoot told him, in my presence, that money was the only thing he needed to get away; that if he remained here he would be ruined, and he wanted to get out of the way. Mr. Wilder asked him how much it would take, and I think his reply was that it would take some two or three hundred dollars. Mr. Wilder did not pay him any money in my presence, but I was under the impression that he had assisted him, but I never knew until now.

Q. Did I understand that, in that conversation, he was told when to leave?—A. No; I think he did not leave; my impression is that he did not leave for a week or more, or perhaps two weeks, after that.

Q. You did not hear Wilder say that he should leave that evening?—A. No, sir, I did not. In fact I know he did not leave that evening.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., March 25, 1876.

ALVIN C. LEIGHTON sworn and examined.

By Mr. WILSHIRE :

Question. State your name, age, residence, and occupation.—Answer. My name is Alvin C. Leighton; age, thirty-seven; occupation, post-trader, or rather I am a merchant in the post-trader business.

Q. Where are you a post-trader, and how long have you been a trader at that place?—A. I am post-trader at Fort Buford, Dakota, and have been there since May, 1871.

Q. Are you engaged as trader at any other places?—A. I am interested at one other place, Fort Fetterman, Wyoming Territory.

Q. Are those Indian traderships that you refer to, or military?—A. Military.

Q. Are you interested, directly or indirectly, in any Indian traderships?—A. I am not directly or indirectly interested in any except my good-will to my brother.

Q. The one who is here?—A. No, sir; the one who is out west.

Q. Have you within the last two or three years been interested, directly or indirectly, in any Indian tradership?—A. I never was in my life, I believe.

Q. What do you know about the one in which those permits to trade at the various Indian agencies have been granted within the last two or three years?—A. I only know in relation to the one my brother is engaged in. That is an Indian tradership.

Q. What do you know about that?—A. My brother is engaged in trading with the Indians at Fort Peck, one hundred and seventy-five miles above Fort Buford.

Q. State all you know about the one in which he obtained the permission to become a trader at Fort Buford.—A. In fact, he traded on a license in the name of Orville Grant for a few months.

Q. At that same place?—A. Yes, sir; commencing, I think, a year ago last November.

Q. Who preceded him as the trader at that post?—A. I do not know who was the trader. Durfee & Peck, I think, owned the post.

Q. They were the interested parties?—A. Yes, sir; I do not know whether the license was in their names or not.

Q. Do you know how Orville Grant came to get the contract? You say that he had the license?—A. Yes, sir. I do not know how he happened to get it.

Q. Do you know anything about the trade or deal between your brother and him, by which your brother became the trader afterward?—A. Yes, sir; I wrote the articles of partnership.

By Mr. PAGE :

\* Q. Have you those articles?—A. I haven't them with me; I think I have a copy of them at Ottumwa, Iowa. I am not positive of that, however. I can give you the substance of them. I had them made myself for my brother.

By Mr. WILSHIRE :

Q. Do you know certainly that you can produce a copy of them?—A. I do not think there is any doubt of it; if I have not got it my brother has, and it can be produced. I am very sure I can get it.

Mr. PAGE. I object to the witness stating the contents of a written document which can be produced.

Mr. WILSHIRE. The testimony will be admitted, with the understanding that if the paper in question is produced it will be substituted for the statement of the witness.

The WITNESS. I am under the impression I know where that paper is. I think it is among my papers.

By Mr. WILSHIRE :

Q. Are you right positive it is there?—A. I am pretty sure that I was made the custodian of it.

Q. By your brother and Orville Grant?—A. By my brother. I think they had one apiece.

Q. State the contents of that paper between Orville Grant and your brother to which you have referred.—A. I could only give you the substance. It is an article of copartnership between Orville Grant and Joseph Leighton. Joseph Leighton is to furnish all money to carry on the business at Fort Peck, and Orville Grant is to receive one-half of the profits. He had nothing to do with the business. The business was all to be done by my brother, and he, Orville Grant, is to receive one-half of the net profits, if there are any.

Q. What was the consideration moving between Mr. Grant and your brother which induced your brother to agree to give him that one-half?—A. I think I know all about it. I know I do. There was no consideration except my brother was willing to go in partnership with him on his license, and furnish the goods and the capital to run the business. There was no consideration outside of their sharing the profits.

Q. Mr. Grant, then, was to furnish the license?—A. He had the license.

Q. I understand your meaning to be that the consideration passing was the permission of Orville Grant, who held the license, to your brother to trade there.—A. I do not understand exactly how to answer you. There was no consideration in the matter except that they were partners in the profits of the business.

Q. As you do not understand the legal aspect of the question, I will put it to you in a business way. The capital of the concern consisted of the stock in trade and a permit to trade, did it not?—A. It consisted of the stock in trade.

Q. And the permit to trade?—A. They could not trade without that, of course.

Q. I understand you that Mr. Grant had the license.—A. Yes, sir.

Q. And that he was to furnish the license and your brother was to furnish the goods; that your brother was to have the entire management of the business, but that they were to share equally in the profits?—A. My brother was to trade on his license. I do not understand what you mean when you say "consideration." There was no consideration out there outside of the partnership.

Q. State if there was not some other payment to be made by your brother to Mr. Grant.—A. No other payment. I have not, however, stated the whole partnership to you. Orville Grant was allowed by the partnership to draw out of the profits that were concerned \$300 monthly, supposing that his profits would be at least that much per month; he did, I think, for five months. Then I met him and told him that my brother had already lost a good deal of money, and was still losing money, and that he could not afford to pay this any more, because there was no profit to pay. Mr. Grant at once consented to it, and has not drawn any money since.

Q. When was that conversation?—A. That was last summer.

Q. Do you remember about what time it was?—A. It was probably in August. He was entitled, however, according to the condition of the partnership, to draw this much money out of the business.

Q. Was this \$300 to be drawn out monthly by Mr. Grant, and the balance of the profits to be divided equally, or was the \$300 to be taken out of his one-half of the profits?—A. That had to be taken out of the profits. He was to be permitted to draw that much, supposing the profits were to be that much. When we found that there were not any profits in it, I asked him to release my brother.

Q. The point is whether he was to be allowed one-half the profits and \$300 more, or whether the \$300 was to be deducted out of his one-half of the profits?—A. It was to be deducted out of his half of the profits. It was merely drawing that much money out of the concern, supposed to be his profits.

Q. Is your brother here in the city?—A. No, sir; my brother who is here joined my brother out there for about three months in the business, and drew out of it. Last spring I asked him to go in, as my brother had lost a great deal of money in the business, and was not able to carry it on with his means. I got him to go in. That brother was my partner at Fort Buford. On the 1st of July my brother wanted to leave the country, and I bought him out at Fort Buford.

Q. Who controlled the permits or license at the other places—say at Buford?—A. I was post-trader there; I got my appointment from the War Department. I had no Indian trade, however, to speak of. I had no Indian license. I don't think I ever had an Indian license; I may have had one once for Buford.

Q. Have you any knowledge of any communications between Mr. Grant and any officials here at Washington?—A. No, sir; I know of none.

Q. Have you heard of any?—A. I could not say that I have. When the license was afterward given to my brother, I think Mr. Grant procured it, but I do not think that I had any correspondence at all, although I frequently corresponded for my brother.

Q. You have a brother Joe, and also a brother James. Which one of them is here?—A. James; Joe is the trader at Fort Peck.

Q. You say your brother James was associated with him as trader there for a short time?—A. Yes, but he really knows nothing about the business. He had nothing to do with it except to put his money in with him.

Q. What agencies do I understand you to say that they have?—A. Fort Peck.

Q. Any others?—A. No, sir; there are camps about there, I believe, but they are all under one agency.

Q. Is there any Indian agency at Fort Belknap?—A. There is.

Q. Who is the trader there?—A. I do not know who is trading there. In fact, I understand that it has been removed.

Q. Removed when?—A. Recently, or last winter. I understood it was to be removed.

Q. Are not your brothers, Joseph and James, interested indirectly in the trading license at Fort Belknap?—A. No, sir; originally my brother Joseph had the license at Fort Belknap, but it was given up. He has never made any trade there, and he is not interested in the trade now at all.

Q. Is there such a trading agency as Toomy?—A. That is one of those camps I speak of, of half-breeds, near Fort Peck; he is trading there. I suppose his license at Fort Peck covers that, as I understand it is a subplace to Fort Peck. I do not know whether he has a license in the name of the place or not.

Q. Did not your brother, or did not you, have an Indian trading license at Fort Buford?  
—A. I told you a moment ago that I did not know but what I had once, but we do not trade there.

Q. Did you ever trade there?—A. I believe that I had a license there in the winter of 1871. I was thinking that it was necessary to have one, but I never traded except what I trade out of my store to peaceable Indians who come on the reservation.

Q. I asked you, did you ever trade there?—A. We trade with the friendly Indians, who come in there all the time; but I found that I needed no license to trade on the Government reservation; I had a right to trade there.

Q. By what right did you trade there—as a military trader?—A. Yes, sir.

Q. Had you any license to trade at Fort Lincoln?—A. No, sir.

Q. Who had the license to trade there?—A. There is no Indian license there, I believe. I do not think there is any license issued at Fort Lincoln.

Q. The only trading posts are military there, are they?—A. That is all.

Q. Who have those?—A. The post-trader's name is R. C. Sipe.

Q. Who has had it for the last two or three years—who had it before him?—A. S. A. Dickey.

Q. Were you or either of your brothers interested in it at any time within the last three or four years?—A. I was within the last year and a half. I have not been interested in the last half year, but was in the year previous. From the 1st July, 1874, to the 1st July, 1875, I was interested in the tradership there.

Q. Have not you and your brothers a common interest in all these matters?—A. We have always been in partnership in everything we went into, except when this Indian matter was gone into; then my brother Joseph did that on his own responsibility.

Q. Then I understand you to say that you and your brothers have not a common interest in these Indian agencies and trading licenses?—A. No, sir; no one has anything to do in the Indian matters except Joseph.

Q. Do you know anything about any Indian goods taken from Fort Peck at any time within the last three years, by any persons, and taken to any military posts and sold? I mean property belonging to the United States.—A. I do not. I have never been at Fort Peck myself, and I have no knowledge of any such transaction as that.

Q. Will you furnish to the committee a true copy of the contract which you say you have in your possession and which was drawn up by you between Orville Grant and your brother?  
—A. I will. I will write and have the original sent to you if you desire it. It may be that I have only a copy of it.

By Mr. BOONE:

Q. How many posts did Mr. Grant have a license to trade at, if you know?—A. That I do not know.

Q. Do you know of his having any license to trade at more than one?—A. I do not know about anything but this Fort Peck matter, personally.

Q. Were you present when the original agreement was entered into between your brother and Mr. Grant?—A. I got the contract written up myself.

Q. Did you approach Mr. Grant, or did he approach you?—A. I will relate the circumstances of that case: I was introduced to Mr. Grant in New York by some gentleman, whom I now do not recollect, and was told that he thought I could make an arrangement with Mr. Grant by which I could trade with the Indians up there; that Durfee and Peck's licenses were annulled. I cannot exactly recollect how I met Mr. Grant, but I went to Philadelphia to see him and Mr. Bonnesan, who, I understood, were going into that business of trading with the Indians. I went over there to see them twice. We talked the business over, and I made them a proposition—this same proposition. I told them I did not want anything to do with any post agency unless it was Fort Peck. I thought it would be a good place for me to get rid of a good many of my goods that I had on hand some time. I had Indian goods, and never had had any trade for them. I made them a proposition of the same character that Mr. Grant afterward entered into with my brother. That was in the summer-time. Mr. Grant then declined to accept my proposition, which was about the same interest in the profits that my brother arranged for. They went up to Fort Peck and did not succeed in buying out Durfee and Peck. I was not at Buford, but as they returned there Mr. Grant came to my brother and told him that he was ready to accept A. C. Leighton's proposition. That was myself. My brother had a high opinion of the Indian trade and was very anxious to get into it, and came down and telegraphed me to meet him at Saint Paul. I telegraphed him that I wished nothing to do with it. It was then late, so that we would have to freight the goods there. I did all I could to keep him out of it. I had made up my mind that I wanted nothing to do with it, and did not want him to. He is, however, excitable, and thought he could make some money, and I finally consented to allow him to go into it and help him. That is the way the partnership came up.

Q. When you first approached Mr. Grant in New York, did he have a license then to trade at Fort Peck?—A. I did not see it. I thought it was understood that he had. I never saw the license in my life.

Q. Was that before Peck had been dismissed?—A. I think it was afterward. He had not

left there, but it was generally understood through the country that his license had been revoked. I never saw any of the licenses.

By Mr. PAGE:

Q. You have stated that your brother lost money in the business as Indian trader at Fort Peck?—A. Yes, sir.

Q. And you met Orville Grant, and stated to him that you, with your brother, was losing money?—A. Yes, sir.

Q. And that the contract must be revoked?—A. Yes, sir; so far as these \$300 payments were concerned.

Q. Did he consent to it?—A. He did.

Q. Readily?—A. Yes, sir; very pleasantly.

Q. Then you induced your other brother to go into it?—A. I induced him to go into it the spring previous to this time.

Q. When you went to Philadelphia to see Orville Grant, did you understand that he had a license to trade at Fort Peck?—A. Yes, I understood that he had a license. That I suppose was the understanding. He would not have talked about the business unless there had been some foundation, I presume.

Q. How much did Orville Grant draw out, at the rate of \$300 a month?—A. Not over five months, I think; a little over five, perhaps, altogether.

Q. Did he draw anything after that; did he obtain anything besides the \$300 a month which he had drawn for five months?—A. No, sir.

Q. He let your brother take it all, and have all the profits?—A. There has not been any profit.

Q. If there had been any profit, your brother would have been entitled to it after the time you spoke to Orville Grant?—A. My understanding with Orville Grant was, that he dropped out of it from that time. If there were any profits, I should feel, however, that he was entitled to half of that. I should consider that he was.

Q. Under the contract?—A. Yes, sir. I only asked him to allow that part of the contract to be discontinued.

Q. Was there any money paid to him as profit after the time that you spoke to him?—A. No, sir; and he told me that I could consider him out of it—out of the business. I explained it to him very carefully, and told him what the business was doing, and that the prospect was very poor.

Q. Is this the same Fort Peck where Messrs. Peck and Durfee were trading prior to your brother's going there?—A. Yes, sir.

Q. And you state that there were no profits, and that your brother lost money?—A. He has so far lost money.

Q. When did you say your brother went in there?—A. Probably he got there in December, 1874.

WASHINGTON, D. C., *March 25, 1876.*

JOHN A. CHARLES sworn and examined.

By Mr. WILSHIRE:

Question. State your name, age, residence, and occupation.—Answer. My name is John A. Charles; I reside at Sioux City, Iowa; I have been a merchant up to within the last year.

Q. How long have you lived in Sioux City?—A. About twenty years. I have been there since 1856.

Q. Have you been a merchant there during all that time?—A. No, sir; I have been a merchant since about 1860.

Q. Have you been engaged in furnishing supplies to the Indian Department and to the War Department?—A. I have furnished considerable supplies which have gone to the Indian Department and to the War Department under subcontracts; but my recollection is that I never have had but two contracts with the Indian Department direct. I furnished the War Department a good deal of forage, corn, &c.

Q. During what year?—A. Since 1864 or 1865.

Q. Did you do that every year?—A. Yes, sir; every year there is something. It is not very much.

Q. Had you a contract to furnish Army supplies during last year; and, if so, what were they?—say last September or thereabouts.—A. Yes, sir; I furnished the Army some corn, and I think some oats.

Q. Delivered at what point?—A. Delivered at Sioux City. I furnished them for the Quartermaster's Department, and I think the Commissary Department also. I furnished the Commissary Department some corn.

Q. Are you interested in any transportation-line on the Upper Missouri River?—A. I



own an interest in a boat running on the Missouri River; she is called the Silver Lake No. 4.

Q. It has been stated that there was a certain shipment of about 4,000 bushels of corn some time last fall, say about September or October, to be delivered at Fort Lincoln, or at some military post in that locality, which was for the use of the Army, but was shipped in Indian sacks?—A. Yes, sir; that is all right.

Q. It is also stated that the Army officer in command refused to receive the grain, because it was not grain belonging to the Quartermaster's Department. State all that you know about that transaction.—A. The facts are just these: it is not my contract. The sacks were purchased of me, and they were branded for some of the Indian agencies. I have forgotten what agency it was. I think, perhaps, for Fort Peck. The bags are branded before they are filled; they were improved Dundee bags, and when sewed up they did not lose any grain. It is not the ordinary gunny bag that they were put into. They were branded as they opened the bales. My men have a stencil, and one pulls off a bag and the other slaps on the brand. They were branded, as my recollection is now, for Fort Peck. I had no contract for corn to ship to Fort Peck; they were filled with corn and piled up, but not inspected, that was with these brands on. In time it appeared that I had no contract to furnish Fort Peck with corn. That corn was sold to a man named Nichols by Mr. Rhinerman, who was one of my employes.

Q. It was sold as your corn?—A. Yes, sir; it was shipped without having the marks erased. That corn was inspected, I understand, at the posts while, my contracts are for inspection and delivery at Sioux City. Those bags were sent right along just as they were, and that was the reason those brands were on them. Sometimes it happens that we have too many bags marked, and we obliterate the marks. Sometimes we have not enough, and have to put on more marks. Those things happen all the time. We do not get pay except when the corn is all piled up and the inspector comes along and punches every sack marked. Each bag can be proved with a probe, so that it can be examined, and then, on the inspector's certificate, after his brand is put on, I draw my pay. You will find, if you examine those bags, that there are no inspector's marks on them.

Q. Was that corn inspected, and did you receive your pay for it?—A. I sold it to a private individual.

Q. The private individual furnished it to the Government, and not you?—A. Yes, sir; my man, Rhinerman, sold it to Mr. Nichols, and Mr. Nichols, I think, had the contract there.

Q. To supply the Quartermaster's Department at Fort Lincoln?—A. Yes, sir; some of this corn is bought delivered at the forts, while some of it is bought delivered at Sioux City, Saint Paul, or Yankton, or some other posts, as may be agreed. Whenever you deliver there the commissary or the quartermaster has it inspected.

Q. Do you know whether that corn was received by the Quartermaster's Department?—A. It was not received for a long while, and I had to make an explanation as to it. I explained to General Card, and he finally saw how it was, and accepted the corn and paid for it, I think. I know we got our pay. I got mine, and Mr. Rhinerman got his. I desire to give the committee some facts, so that they can satisfy themselves that what I am stating is correct. My contract for the Government, so far as the Indian Department is concerned, is on file here, I think. I can furnish you, however, a copy from home. You will find from that that I furnished no corn for Fort Peck, and my impression is that those bags or a portion were branded for Fort Peck. Some of them, perhaps, were not branded at all. I think there was more corn wanted for Fort Lincoln than our Peck bags would hold. These bags were branded for Fort Peck, and I had no contract to furnish Indian corn at Fort Peck, so that you will observe that it was a mistake. I would have no interest in sacking corn for Fort Peck, and selling it to somebody else, even if it were possible, although I will show you by and by that it was utterly impossible for me to sell it after it had been branded and inspected.

Q. Was there any difference in the quality or kinds of sacks that you used?—A. Yes, sir: there are several different kinds of sacks.

Q. How were they branded for this same agency?—A. I think some of them we did not brand at all. All we did was simply to turn it over to Mr. Nichols, agent. I think some of it was shipped to Yankton and turned over there. The quartermaster there would put on the brand, or they would put on a quartermaster's brand themselves. For instance, "Post Quartermaster, Fort Lincoln."

Q. You stated that you had to make some explanation before, in that matter; please give your explanations here.—A. When that corn was delivered at Fort Lincoln, the quartermaster, or commanding officer, or some one else, discovered that these bags were marked for Fort Peck—"U. S. I. D., Fort Peck." That was my brand. I had an Indian contract for corn at other agencies. He immediately reported it. Of course it came through General Card back to Sioux City, to the quartermaster, and inquiry was made, and after looking it up, we discovered what it was. It was simply a blunder; that was all there was of it.

Q. Was not that corn shipped on the Silver Lake, a boat in which you were interested?—A. The Silver Lake made one trip. I do not think she took all of it. She had quite a number of other articles to carry. It is possible she carried some.

Q. Did not that boat sell some of the corn on the way?—A. No, sir; if she had sold it it would not have done her any good, because that corn had to be delivered at Fort Lincoln before we could get pay for it, and received, and inspected, and weighed there.

Q. Was your boat at that time on that trip transporting other supplies—flour, oats, &c.?—A. Yes, sir; they got into some trouble about some flour. There were seven sacks, I think. The report came back from the officer of the boat. Of course I was not there myself and do not know the facts. Their explanation of the matter was this: They left Sioux City with a certain number of sacks of flour, and I think it was 100,000 pounds of flour, for Fort Berthold agency. That was Indian flour, and was inspected at Sioux City, counted and marked, and the inspector, who was an officer of the Army, checks and counts every bag as it goes aboard. Then there is a bill of lading made out, the form of which is furnished by the Department. That bill of lading goes with that flour to the destination. The agent receives the flour, counts the number of bags, and sees that it is all right and straight, and if the proper number is there he receives it in whatever condition it is in, either good order or otherwise, and gives a receipt accordingly. The form of the receipt is attached to it. This boat took 100,000 pounds of flour, which would be in the neighborhood of a thousand sacks of 100 pounds each. If I recollect right it took one thousand and nine sacks to weigh the amount. It is weighed accurately and the weight of the bags deducted. When they got there they found they were short seven sacks of this flour, and of course the agent did not want to receipt for it. He could not give a receipt for the one thousand and nine or one thousand and seven sacks, or whatever it was, because it was not all delivered. They looked up the matter and found that they had sold seven sacks of the stores of the boat. The boats board their own cew, leaving Sioux City or Yankton with a certain amount of supplies, which is supposed to do them there and back. They generally take an abundance so that there is no danger of suffering for the want of something to eat. They took on this occasion somewhere in the neighborhood of twenty-five sacks of flour, and I am not sure but what it was perhaps forty sacks for the boat, which is a better grade of flour than that furnished the Indians. It is the best quality of spring-wheat flour. When they reached Bismarck, which is this side of Fort Berthold, there came aboard a man named Emmons: he said, there is not a bit of good flour in this town; if you have any Sioux City mills flour I want to buy it of you. The clerk said to the steward, have you got any more flour (of ours) than you need to go home? He said, I do not know, but I will send down and find out. He sent down and found out that they had, I think, twelve or nine sacks more than they would need to go home. The steward returned and reported, we can spare seven sacks of this flour, and they sold it at the fancy flour price, you will understand, to Mr. Emmons. The clerk said to the captain, we have sold seven sacks of our flour, have it put ashore. The captain said, we are just pushing off, we have not time to deliver it. The clerk replied, we have sold it, and agreed to take wood from Emmons over at the point for it; we must shove it ashore. He put out a plank and told the mate to put the flour ashore. The crew or the deck hands took the flour from the wrong pile, from the Indian flour, which was not nearly as good as that among the stores of the boat, which had been sold. That flour was put ashore. Nobody knew it. When they got there, the fact that the seven sacks they were short corresponded exactly with what they had sold, convinced them that they had put the wrong flour ashore, and they found, further, that they had enough of their own flour to correspond. The result was that they put seven sacks of their flour out there, and left it as a pledge until they could get the other flour at the lower place and send it up there. When they came down they got the flour and sent it up, and corrected the mistake. They then got the receipt in full.

Q. Is that all there was of that transaction?—A. That is all there was in relation to it. If you desire any corroborative evidence there is abundance.

Q. Do you know anything about any particular anxiety on the part of the officers of the boat or the agent at Bismarck in regard to the discovery of this mistake and having it corrected?—A. I think that there was some anxiety about the matter, but it could not concern me and I did not treasure it up to any great extent. I knew my matter was all straight. I understood that there was some anxiety about it. But my information comes through the papers, so that I do not know how much reliance you can put on that.

Q. What was the value of that seven sacks of flour?—A. About \$20 or \$21, or perhaps a little more. It was worth perhaps \$28 there, including the freight. I do not think you could sell the Indian flour there at any price.

Q. State whether within your acquaintance with the furnishing of supplies or transporting supplies to any of the Indian agencies, you know of any frauds perpetrated upon the Government by any officer, agent, contractor, or employé of the Government.—A. So far as my knowledge goes of matters which I have seen myself, I have never been farther up the river than to Yankton in my life, but there is talk of fraud all the while. Everybody talks of fraud in the whole country. In this same flour transaction before the boat returned I had noticed that there were two thousand sacks stolen. I knew that there were not that many sacks aboard. I heard that they had stolen the boat and stored the flour somewhere on some point where they had run in. The best way would be, I think, to have some of the men right from the post to testify. There is no chance of any fraud at the shipping point, because the inspector checks the stuff on board the boat. It goes through the warehouse

men, through the hands of the inspector, through the hands of the boat, and through the agent at the other end. The only way it could be done would be for the agent to allow some of that flour to come back, to compromise with the clerk of the boat or with the captain—in fact, he would have to compromise with all.

Q. Do you know of any such frauds or irregularities as I have mentioned in the preceding question?—A. No, sir.

Q. Have you any information in regard to such? and, if so, state the source.—A. I have seen many statements in the papers.

Q. Is your only information that obtained from the papers?—A. Yes, sir; people talk of what they have seen, and in the papers it is often worse. The way to get at the difficulty would be to have some officer up there in addition to the agent to receive those things. Officers are stationed at all the posts; they are men of character and standing, and they can tell a good deal more about these things than a man can at my end of the route.

Q. State the name of any person whom you think would be likely to be in possession of evidence of fraud.—A. I should ask the quartermasters and commissaries and the commanding officers at the Indian agencies right straight through. They might not know anything there, but if anybody did they would be likely to. Flour and packages were not marked some years ago as it is done now. They are marked so plain that the wayfaring man or the fool cannot err therein. You get the name of the agency and everything printed thereon—the inspector's brand on the end—and it makes it so that you can't use it for any other purpose.

Q. You say that the common practice is to brand or mark all these things which are shipped?—A. Yes, sir.

Q. Was this flour, of which you have testified, marked in that way?—A. Yes, sir, every bag of it. There was not a bag shipped but what was marked.

Q. Then how did they make that mistake?—A. It was a mistake of the mate. The boat was ready to shove off, and he ought to have gone down and shown the man where it was, instead of that, they took hold of the first seven sacks that came to their hands, and put them ashore. Not one in ten of the deck-hands or roustabouts on a steamer up there can read or write.

Q. The mate can generally read?—A. Yes, sir. The mate is the man who was to blame. He is the one who ought to have known better.

Q. Do you know whether he superintended the putting in of this flour, or did the deck-hands do it themselves?—A. They were ready to shove off, and he told them to put off seven sacks of that flour forward on the boat, and wherever the locality was.

Q. Do you know any other instance of the kind in the range of your knowledge as to supply merchants there?—A. No, sir; I do not. I should like to have either the captain of the boat or the clerk summoned to make their statement about the matter. There was, of course, no intent to defraud in it. There was every reason in the world why the mistake should not have been made. The man who bought the flour wouldn't pay the price that he did pay, whatever it was, for Indian flour, for the reason that he didn't want that kind. He wanted nice flour, for table use.

Q. Have you any knowledge in regard to the conduct of agencies along up the river?—A. No, sir.

Q. How far up the river have you ever traveled?—A. I never have been at an Indian agency in my life.

WASHINGTON, D. C., March 25, 1876.

GEORGE W. FELT sworn and examined.

By Mr. WILSHIRE:

Question. State your name, age, residence, and occupation.—Answer. My name is George W. Felt; age, thirty-eight; residence, Sioux City; occupation, grocer and Indian trader up the river.

Q. Have you testified before the Committee on Expenditures in the War Department?—A. I have.

Q. At what place are you an Indian trader?—A. At Cheyenne River agency and at White River, or rather Lower Brulé.

Q. Who was trader preceding you at either of those places?—A. At Cheyenne I succeeded John H. Charles, the gentleman who has just testified; and at the other place I succeeded nobody. There are two traders there now—another trader besides myself, I understand.

Q. How did you get your license there to trade?—A. From the Indian Department.

Q. What officer gave it to you?—A. I make the application to the agent for the license in the first place. I accompany that with my bond for \$5,000, or whatever sum is demanded as a bond. The agent then signs the license, and it is forwarded to headquarters here at Washington for approval—that is, to the Commissioner of Indian Affairs. If it comes back approved I have a license.

Q. What influence did you use or employ to secure that license other than the indorse-

ment of the agent, if any?—A. I was acquainted with General Grant before the war, when he was as poor as I am now, probably, and we had traveled together collecting. We lived in the same town, Galena, Ill., and I had been somewhat unfortunate in my business matters at Sioux City, and went to General Grant and asked him if there was a trading-post at his disposal that I could have. He said that he would reflect upon it and let me know. He told me that I could have a post. I applied for Cheyenne. I got the license; it went through in regular form.

Q. Was there any influence used except that?—A. Not anything. The long and short of it is, I never paid a cent, and not even gave a cigar, not because I am too mean to do it, but because the circumstance never arose where I could do it with propriety. I knew that he would not thank me particularly for a cigar or a box of them or a thousand of them.

Q. State if you know anything about the manner in which those agencies have been distributed within the last two or three years at other places.—A. I know nothing of my own knowledge; of course I read the newspapers every day, and I see what is published therein.

Q. Have you any means of information other than what you get from newspapers?—A. None that occurs to me now. I know nothing positively about the arrangements of any of the others. In fact, from the manner in which I know I got my appointment I did not suppose that I would ever be called upon before any investigating committee.

Q. You say that you have two appointments. Did you get both of them in the same way?—A. I did not. I received news, not in an official manner, but being in business up there I understood that a new agency was to be formed at Lower Brulé.

By Mr. PAGE:

Q. Where is that?—A. Eight miles below Fort Thompson, on the other side of the river, or the Crow Creek agency. The Lower Brulé agency and the Crow Creek agency have been under one agent. They are two different tribes of Indians. The Brulés are a rough, warlike tribe, while the others are more than semi-civilized. They were to get a new location for the Lower Brulés, a small tribe of Indians stationed there, and I thought I would try to get that appointment. I came on here, saw Commissioner Smith, and he promised I should have it under certain conditions; that is, under certain recommendations rather. I told him that, so far as my character was concerned, I could refer him to the fact that I already had one trading-post, &c. Next morning I met Orvil Grant and had a conversation with him in regard to it. He said he guessed there would be no trouble about it; that the President was a friend of mine, and I was a man of good character, and we went up to the Interior Department, and that day the agent arrived. I was introduced to him, and he signed my license right here. After that I had a talk with Orvil Grant about getting meaus; I am not a Cressus and never was, and while I had this new opportunity to trade, I needed some additional capital unless I could make use of my credit. Orvil Grant told me he could probably raise some capital for me, and I told him if he could I would be very willing to give him an interest. That capital was never raised. If it had been raised he would have had an interest with me. As I say, it was never raised, and his interest was forfeited.

Q. Did your testimony to the Committee on Expenditures refer to this matter?—A. It referred to this Cheyenne matter, and to the method of getting that appointment.

Q. Were you fully examined there upon that subject?—A. Yes, sir. The testimony is similar to what I have just now given in regard to the method in which I obtained it.

Q. Do you know of any other matter in regard to any other agency as to the manner in which licenses to trade were obtained?—A. I do not. I have heard something. I knew about this Fort Sill matter long before it appeared in print.

Q. Is that an Indian trader matter?—A. No, sir; that is a military matter.

Q. Did you ever have any contracts for furnishing supplies to the Indian agency or the Quartermaster's Department?—A. I never did. My managing man at Cheyenne filled the wood contract at Fort Sully and for the troops at Cheyenne this season.

Q. You never had any other contracts except those?—A. No, sir; and that was a sub-contract, which had been awarded to M. K. Armstrong, a former Delegate from Dakota Territory. He awarded it to the man in my employ, and, as I pay this man pretty well, the contract was that any contracts that he had an opportunity to take were for my benefit.

By Mr. PAGE:

Q. Did Mr. Armstrong have the contract for the wood?—A. Yes, sir; he is living here now.

Q. He was the former Delegate in Congress?—A. Yes, sir. The wood was put in at both places, I think, for \$4.63 and \$4.83 a cord. Very little money was made on it.

By the CHAIRMAN:

Q. Do you know anything about the manner of delivering supplies at these agencies by contractors?—A. Substantially as Mr. Charles has stated here. I live in Sioux City; we are neighbors there.

Q. Do you remain much of your time at those agencies?—A. I do not. My business at Sioux City consumes nearly all my time. I go up and audit accounts sometimes every three

months, check up and see that the thing is running right. The trade is mostly barter any way. The soldiers pay in some money, but not much. I am below, and have the collection of furs and hides to find market for, and, on the whole, to conduct a business of that sort, it takes an outside man nearly all the time.

Q. The object of this inquiry is to ascertain whether or not there have been any frauds committed by the Indian Department, or any officer or agent of the Government, or contractor connected with the Indian Department at any time; and, if so, if you know of any, state what you know.—A. I know of nothing.

By Mr. PAGE:

Q. What about this wood contract of Armstrong's? What year was it?—A. This year. I have just finished up the contract now.

Q. When was the contract let to Armstrong?—A. I don't know that.

Q. When did you get the contract?—A. I never got it myself. It was not in my name; but the managing man up there took charge of it. He had the contract or subcontract from Armstrong. When I was up there last July, my man, Mr. Robb, says, "Here we have chance to fill this contract for wood at Fort Sully; Armstrong has it and has offered to turn it over to me. He has got to be in Washington, and cannot be bothered by it." I said, "If there is any money in it we will take it."

Q. When was this?—A. Last July.

Q. Do you know when the contract was let to Armstrong?—A. I do not. I never saw the proposal.

Q. How large a contract was it?—A. In all it amounted to about \$5,000.

Q. To furnish wood to what agency?—A. To Fort Sully. It is not to an Indian agency. This was all military. It was for the military at Fort Sully, and for the military at Cheyenne.

By the CHAIRMAN:

Q. Was this while Armstrong was a member of Congress?—A. No, sir

By Mr. PAGE:

Q. You took a subcontract last July, you say?—A. My man, Mr. Robb. The contract was in his name, but I got whatever profits there were in it.

Q. You don't know when the contract was let to Mr. Armstrong?—A. I don't know anything about it. My man simply said, "Had we better take this contract for so many cords of wood?" I said, "Let us see the figures on it, and see how much can be made. If we can take it and keep the money in the country here for circulation rather than to have people come in below and cut off the wood and deliver it, and to take money out of the country, even if we don't make but a little we had better keep the money in circulation, and give the half-breeds and whites living here a chance to make some money."

Q. How much did Armstrong make off the contract?—A. Nothing, as I understand. We took it at his figures. I think Mr. Robb, my managing man, said that he sent him a hundred dollars perhaps, to pay for some expenses in getting the contract.

Q. Was Armstrong considered a contractor generally?—A. I don't know whether he was or not. I have no acquaintance with him, and I don't know anything about him further than that.

Q. You say that he was a Delegate in Congress?—A. I understand that he has been a Delegate. I never saw him, however.

Q. Was that a written contract that Armstrong had with the Department?—A. I don't know, sir; I never saw it, and I don't know anything about it.

Adjourned.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., March 25, 1876

ASHTON S. H. WHITE sworn and examined

By Mr. WILSHIRE:

Question. State your age, residence, and occupation.—Answer. I am fifty-six years of age. I reside in Washington City. I am in the agency business, collecting claims against the Government and doing a general collection-business.

Q. How long have you been engaged in that business?—A. Since the 20th of December, 1875.

Q. What business were you engaged in previous to that time?—A. I have been in the employ of the Government since June, 1837.

Q. In what capacity?—A. From the first of June, 1837, to March, 1849, I was in the General Land-Office, Treasury Department, and when the Department of the Interior was created by the act of the 3d of March, 1849, I assisted in its organization, and was in that Department up to the 1st of December, 1875.

Q. In the land department?—A. No; in the Department of the Interior.

Q. What division or branch of that Department were you employed in?—A. From April, 1853, I was in the office of the Secretary of the Interior, in charge of the division of Indian affairs, until 1875, with the exception of a few months.

Q. Was your employment or position there of such a character as to enable you to know all about the management of Indian affairs?—A. Not the details of the management, which pertained to the Indian Bureau; only that which came up to the Department proper from the Indian Bureau.

Q. Then you were not directly connected with the Indian Bureau?—A. No, sir.

Q. You were in the office of the Secretary of the Interior?—A. Yes, sir. Everything that required official action came up from the Indian Office to the Department proper pertaining to Indian affairs, with the exception of trust-funds, came to my desk.

Q. I will state to you that the object of this investigation is to inquire into irregularities, frauds, and misconduct of officers, agents, contractors, and employés in the Interior Department in relation to Indian affairs. With that information, I will ask you now to state anything that you know, or learned while you were there in that Department, in regard to any frauds, wrongs, irregularities, or misconduct in office, of any officer, agent, contractor, or employé of the Department.—A. I hardly think that I can state anything of my personal knowledge which relates to anything like frauds.

Q. State anything that you do know, and state its character, so that we may determine whether we would be justified in pursuing an inquiry in relation to it.—A. I think I cannot state anything of my personal knowledge, because all matters pertaining to Indian affairs are initiated in the Indian Bureau, and then they come up on appeal or recommendation of the Commissioner of Indian Affairs.

Q. Then am I to understand from that answer that you know nothing about the regularity or irregularity of transactions in the Indian Bureau anterior to their leaving the Commissioner and coming to you, as an officer in the Interior Department?—A. I do not. All I know in relation to matters that have been designated as irregularities is what I have read in the reports from the Board of Indian Commissioners principally.

Q. Have you any other knowledge of those matters, except the knowledge you acquired by reading those reports?—A. No personal knowledge.

Q. Have you any knowledge of any character? and if so, state what it is.—A. Nothing relating to frauds. I am of opinion that Mr. E. P. Smith, the Commissioner of Indian Affairs—against whom I have nothing personally—possibly from want of business capacity or otherwise, has on one or two occasions made recommendations which I did not think were exactly regular, but I know of no fraud.

Q. State the character of those recommendations that you refer to.—A. Simply things that, as I say, I think were irregularities. He had a right to make any recommendation he chose, it is true. I remember one instance, because it is fresh in my memory. I never charged my mind particularly with any of those things. Since Mr. Chandler's incumbency Mr. Smith made a recommendation, for instance, that a certain gentleman, of California, be appointed a special agent of the Indian Office, at a salary of \$125 a month, to influence legislation by Congress—I do not remember the language of the recommendation exactly—with a view to obtaining an appropriation in behalf of the Indians of Southern California.

By Mr. PAGE:

Q. What was the name of the gentleman he recommended?—A. I do not know; that is a matter of record.

By Mr. WILSHIRE:

Q. Was that an official recommendation?—A. Yes, sir; an official recommendation.

Q. About what time was it made?—A. It was in October or November last.

By Mr. PAGE:

Q. Do you know at whose request he made this appointment?—A. He did not make it. I said it was a recommendation—a letter addressed by the Commissioner to the Secretary of the Interior making a recommendation.

Q. Do you know at whose request he made that recommendation? Was it from any member of the California delegation in Congress that this request was made?

The WITNESS. In behalf of this man?

Mr. PAGE. Yes.

A. I do not know that it was. I am under the impression that there were papers accompanying it containing a qualified recommendation signed by Senator Sargent. I do not think that Mr. Sargent's recommendation was exactly what the Commissioner recommended. I think Mr. Sargent's was general in its terms.

Q. You do not remember the name of the person?—A. No, sir.

Q. Was it A. B. Meacham?—A. No, sir; it was a person who had been living out there, I think, among the Mission Indians.

Q. Did you see that recommendation?—A. Yes, sir.

Q. Did it state that it was for the purpose of influencing Congress?—A. I think that is the identical language, and that is the reason that it attracted my attention. I want to say that

the accompanying paper, if I remember rightly, was a petition—I do not remember whether printed or written—and had many names signed to it; and that paper bore the indorsement of Mr. Sargent.

Q. Perhaps you want to explain why it was an improper recommendation. Do you mean to say that the person named was an improper person for the position?—A. No, sir; I did not say the recommendation was an improper one to make.

Q. Or that the individual was not a proper person?—A. No, sir; not at all. I referred to the recommendation itself to appoint a man for the special purpose named. I think that was improper.

By Mr. WILSHIRE:

Q. Was that appointment made?—A. No; not while I remained in the Department.

Q. Was it presented to the Secretary of the Interior while you were there?—A. Yes, sir.

Q. What action was had upon it; if any?—A. I made a memorandum upon this recommendation of the Commissioner, stating that his recommendation was tantamount to a recommendation for an appointment to the third house (the lobby) for the purpose of influencing legislation, and that as long as I had been in the Department I had never seen a recommendation of that kind. I handed that memorandum to the chief clerk. In a short time the chief clerk returned the papers to me, and directed me to write a letter to the Commissioner of Indian Affairs in accordance with the memorandum I had made.

Q. You had been in the Department from the time of its organization?—A. Yes, sir.

Q. Are there any other instances of that character or of any other character, that you would regard as irregularities, that you can call to mind?—A. Understand me, I say that the Commissioner had a right to make that recommendation; but I did not think it was a proper one to make. I do not think he comprehended the business in a manner to avoid these things. For instance, he made a little recommendation that the sum of \$100 from the fund belonging to a certain tribe of Indians, be expended to erect a monument to a dead Indian who, perhaps, had killed a great many people. I did not think that was exactly proper.

Q. Can you call to mind any particular instance of such a recommendation?—A. He made that recommendation in writing, which was laid away and no action was had upon it. It was a recommendation to erect a monument to "Kicking Bird," a Kiowa Indian.

Q. Do you know any other matters of that kind?—A. No, sir; nothing that occurs to me now.

Q. You have no knowledge whatever as to the details of contracts that are made by the Department, or the settlement of accounts presented under contracts?—A. No, sir.

Q. Or the employment of the employes in the Department?—A. No, sir; I have no personal knowledge of them; it did not come under my observation.

Q. Do I understand you to state that you have stated all that you know in regard to the management of Indian affairs, of your own knowledge?—A. Yes, sir; of my own personal knowledge, except the purchase of that medicine.

Q. What do you know about that?—A. I thought that purchase was a proper one; the way the papers came to me. The medicine had the recommendation of surgeons and physicians who had been here.

Q. Was that purchase consummated while you were in the Department?—A. O, yes; it was in 1873.

Q. Do you know why there has been no use made of it?—A. It was denounced by somebody as a humbug and fraud. Understanding from Dr. Dart that he had received a patent for it, and not understanding that the Government granted patents for humbogs and frauds, I went to the Patent-Office, records and saw that he did have a patent granted to him in 1864. Since I left the Department I have understood the medicine has been condemned.

Q. Do you know anything about the manner in which it was condemned, or what test it was given, if any?—A. A gentleman who was one of the men to condemn it told me that it was condemned because one Dr. Curtis declared that it was nothing but sweet oil and musk, and I believe they tasted it.

Q. What position does Dr. Curtis hold in the Department?—A. When I was in the Department, he held the position of chief of the educational division; and I think medicine was connected with that branch also. Great quantities of medicine were purchased for the Indians at the various agencies every year.

Q. Is there anything else that you can think of or state? If so, state it.—A. No, sir; I cannot recall anything. If I were interrogated, I would answer according to my memory, of course, but I cannot make suggestions.

Q. You were in the Department when Mr. Browning was Secretary of the Interior, were you not?—A. O, yes.

Q. Have you any knowledge in regard to the sale of Indian lands in Kansas, known as the Cherokee neutral lands?—A. Yes, sir; I have a recollection of that. The correspondence upon that subject, if I remember rightly, was prepared by Mr. Williamson, who was then in my room. That land was directed to be sold for cash at not less than \$1 an acre, if I remember rightly. Secretary Harlan thought he would dispose of it, and I think Mr. Joy, of Michigan, made an offer. Mr. Harlan did not accept Mr. Joy's proposition, but did

accept the proposition of a company in Connecticut, known as the Connecticut Land and Improvement Company, perhaps. I cannot give you the exact designation of the company, and I think it was sold to them on credit, to be paid for in installments.

Q. At what price did he sell the lands?—A. I do not remember the price.

Q. Was it a greater or less price than that offered by Mr. Joy?—A. I do not remember that. It may have been the same price offered by Mr. Joy. I could not tell without looking at the books.

By Mr. PAGE:

Q. It is a matter of record?—A. Yes, sir.

By Mr. WILSHIRE:

Q. I will ask you to state, as one of the former principal clerks of the Secretary of the Interior, whether you know of any combinations between the Secretary himself or any of his subordinates at that time or at any subsequent time, and Mr. Joy or any other man, for the purpose of the sale and purchase of those lands?—A. I do not. Mr. Browning set that contract aside when he came in. I suppose it was not in conformity to the law. The law required that it should be sold at not less than \$1 an acre for cash.

Q. How was it sold?—A. It was sold to Joy. I think there was a compromise between the Connecticut company and Joy. Mr. Joseph A. Williamson, who was in the office at the same time, knows more about that than I do. However, it was all arranged afterward, and I think there was no trouble about it.

By Mr. PAGE:

Q. Of course your inference was that Mr. Smith's recommendation for a man to do the particular labors prescribed in his letter was improper?—A. I think so; yes, sir.

Q. Do you not think, from what you know of Mr. Smith, that his object was not to influence legislation, but to explain to the committee why an appropriation should be made?—A. Well, whatever it might have been, he might have had that in view, but it was not so stated. It was a mere letter recommending that the man be appointed to influence legislation—to get a thing done that could not otherwise be done. I thought the Department itself ought to have sufficient influence to fight such recommendation through.

Q. From what you know of Mr. Smith as Commissioner of Indian Affairs, do you believe him to have been an honest and honorable man?—A. I have nothing personal against Mr. Smith, but I would not like to give my private opinion of any one.

Q. Do you know of any frauds committed in the Indian Office by Mr. Smith?—A. No, sir; I have said that I was not in a position to know in regard to such things.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., March 25, 1876.*

A. H. WILDER recalled.

By Mr. BOONE:

Question. I understood you to state in your testimony the other day, that the reason you let Mr. Smoot have the \$300, was because he was poor, and was out of money; and he desired to go home, and asked you to loan it to him.—Answer. Yes, sir.

Q. And you advanced it to him, simply as a loan?—A. Yes, sir.

Q. Did you take his note for it?—A. No, sir.

Q. Did you make any memorandum of it, at the time that you let him have the money?—A. Only in my memorandum-book.

Q. Have you that memorandum-book with you?—A. No, sir.

Q. Does your memorandum-book show the date when you let him have it?—A. I cannot say that. I do not remember as to that. It was when I was here in Washington.

Q. Will the memorandum-book itself show that date?—A. It was my old memorandum-book for that year, and the probability is that I have not that now. It was just a memorandum of "Smoot, Dr. to cash, \$300."

Q. Was any one present when you let him have the money?—A. I have not the least recollection where I let him have the money, or whether any one was present or not.

Q. Had you an office in this city at that time?—A. No, I was simply stopping at the National Hotel.

Q. You had a room there?—A. I had a room there.

Q. To refresh your recollection, I will ask you whether you did or not let him have the money in your room?—A. I have not the least recollection as to that.

Q. I will ask you further to state whether or not within a few moments before Mr. Smoot came in and got the money, Mr. E. P. Smith left your room?—A. I have no recollection of it. I do not know. It might have been so, and might not.

Q. Had you and Mr. Smith any conversation about the money you were to let Smoot have?—A. I never spoke to Mr. Smith in regard to Smoot, to my recollection, in my life.



Q. Did you speak to Mr. Smith about Smoot's leaving the city on that occasion?—A. No, sir, I never did.

Q. Did Smith speak to you about it?—A. I have no recollection that I ever had a word of conversation with him about it. I never heard Smoot make any charges against Smith or against any person.

Q. Had you heard, up to that time, that Mr. Smoot had either prepared, or was preparing, charges against Mr. Smith, in which you were implicated?—A. No, sir.

Q. Had you no intimation that such was the case?—A. No, sir; he never said it to me. I had heard some one—I do not know whether it was General Sanborn, or who—but some gentleman said that Smoot had something to say about the financial policy of the Indian Department, or Government, but made no charges against anybody. I never heard an intimation of it.

Q. Do you remember what day of the week it was you let Smoot have the money?—A. No, sir.

Q. Do you remember how long he staid in the city after you let him have it?—A. I do not.

Q. Do you remember telling him upon that occasion that he must leave that night?—A. No, sir; I did not tell him to leave that night. I do not think there was anything said of that kind. At the time General Averill and myself were present with him, I think he said that he was strapped, and must have some money; that he could not get sober here. We told him to go home. He said he wanted to. "But," says he, "I cannot go home; I cannot leave because I owe debts." He said he had to use some money before he could go home; that he could not go away without paying his debts. I think I asked him if he had any money, whether it would not be gotten away from him, and he said, "No." I think he said he could be ready in a day or so to leave. This interview at General Averill's was in the evening, I know. I only mention the interview I had with him; and then he came to the National Hotel. I remember he came into the office, and General Averill, I think, was in the office, and we then walked up to his room, and had this conversation; I have no recollection of ever having any other conversation; very likely we had, but I have no recollection of it. If you should ask me if I gave the money in General Averill's room that night, I could not say whether I did or not, or whether it was in my room that I gave him the money. I gave it no significance, because I supposed I was doing him an act of kindness, and not doing anything wrong; for that reason I have never charged my mind with it. I did not know that Mr. Smoot was dissipated at all, up to this very time I speak of, two years ago. He had been, I supposed, a very correct man. He was a young man who always called on me here in Washington, when I came, and when he comes to Saint Paul, on his way to Wabashaw, he calls upon me at Saint Paul. He is a man that I took a great deal of interest in, and General Sanborn and some friends said that Smoot was in trouble. I saw he was in a terrible state. He stated his difficulties with General Shanks, and from Smoot's stand-point I thought he had been wronged and abused, and I thought that if Mr. Smoot straightened up and did as he ought to do, there was no reason why he could not repay me.

Q. How long had you known him before that?—A. It seems to me I have known Mr. Smoot ten or twelve years.

Q. Was he a man of any property?—A. I do not know; it is rather my opinion that he has, or rather did have, a little place in Wabasha.

Q. He is a man in humble circumstances?—A. Yes, sir; I do not know, either, how that is; but I have understood, I think, that he had a little place at Wabasha.

Q. Had you been in the habit of lending him money, before that time?—A. I know he has asked me, and I have lent him money at various times, in small amounts.

Q. Just a few dollars?—A. I am under the impression, still I could not say positively, that I have lent him as much as \$75 or \$100. I know he has come to me, and asked little favors of me of that kind, and I have loaned him money.

Q. Have you, at any time within your recollection, loaned him as much as \$50 before that?—A. I have no recollection of it.

Q. Was he in the habit of paying back your loans?—A. I think he has usually paid them back, perhaps not always, but it is my impression that he has returned them.

Q. Have you no distinct recollection? Did you ever loan him at any particular time any specified sum, and then, in connection with that, have you any recollection that he ever paid you back anything, or is it simply your impression?—A. It is my impression.

Q. You have no distinct recollection?—A. No distinct recollection. He did considerable work for me, how much, or what was its character, I cannot say; and I cannot say how much I paid him.

Q. Did you hire him?—A. I hired him to help him, and oblige myself.

Q. You paid him for that work?—A. Yes, sir; whatever he charged me for the work.

Q. When he came to you on that occasion, you say he was evidently intoxicated?—A. Yes, sir.

Q. He said he was in the hands of the sharpers, and could not get straight while he remained here and you say you let him have \$300. Was that such a trifling matter that you do not now remember where it was that you gave it to him, or whether you made a memorandum of the date? And was it such a trifling matter that you took no note for it, and paid

no particular attention to it?—A. \*Three hundred dollars is not a trifling sum, but such are the facts.

Q. How long was it before you saw Smoot again, after he left the city at that time?—A. I do not think I saw Smoot again until the next fall or winter.

Q. You were not back here in May?—A. No, sir.

Q. When you gave him the \$300, was it understood that he should go home, or go to Chicago?—A. He wanted to go home. I did not know anything about his going to Chicago; I supposed he was going home.

Q. Had you any understanding with the Department at the time, that they were to give him a leave of absence, or were to discharge him, or how was it?—A. I knew nothing about it.

Q. You simply let him have the money to go home?—A. I simply loaned him the money to go home; and I supposed he would go home, and get straightened up. General Averill told me nothing could be done for him in the condition he was. Smoot said he knew it, but could not help it here.

Q. You had no consultation with the Department, as to whether he could go home or not, or whether you should let him have the money, or whether they would do anything for him afterwards?—A. No, sir; nothing of the kind.

By Mr. PAGE:

Q. Did Mr. Sanborn and other Minnesotians request you to help him, by giving him money to get him out of town, and send him to his family?—A. General Sanborn said Smoot had no money and must have help. General Sanborn knows, too, that he had done work for me, because I had claims before the Quartermaster's Department, which I took to the Court of Claims, and the Supreme Court, and there was a good deal of writing to do in connection with that business, and General Sanborn told me to give Smoot the work.

Q. Did other Minnesotians besides Sanborn suggest to you that Mr. Smoot was in a bad condition, and ought to be helped?—A. I remember Judge Crowell saying that Smoot was in a bad way, and I ought to help him; and Major Hatch, who has been in here. They all seemed to think that Mr. Smoot ought to have help.

By Mr. BOONE:

Q. Did they help him?—A. They tried to help him get a position.

Q. Did they give him any money?—A. I do not know. What I did for Smoot was simply from kindness of heart. I had no motive for it other than to help him, and I supposed he would give me back the money, if he turned out a man; and if he did not it was only \$300 gone.

By Mr. PAGE:

Q. Have you not often been called upon by friends from Minnesota down here without money, to assist them, and have you not been in the habit of loaning, and giving them, a few dollars to help them get out of town, or pay their bills? Is that not something you are in the habit of doing frequently?—A. I think that is the experience of almost all of us who come down here. I never can get away from here with any money; I know that.

By the CHAIRMAN:

Q. I believe you said in your testimony that Smoot was going to Wabasha?—A. That is where he said. I did not want him to go anywhere else.

Q. Was his family here or there?—A. There.

Q. What did he say he wanted the money for?—A. He said he owed debts here; that he could not get away until he could arrange to pay up some bills.

Q. He wanted \$300 to pay bills and carry him to Wabasha?—A. That is what he wanted to carry him there. That is more money than I had supposed he would want. If he had asked me how much was necessary I should not have given him \$300 just to go home, but he says, "I owe some money here and must settle up before I go away."

Q. Do you know whether he went home?—A. I do not think I ever knew anything more about it than that he disappeared the next day or two. I do not know where he went, except from his own statement. I cannot tell you whether I knew that he went anywhere else, except I may have seen it here in the testimony given before this committee. I may have known that he did not go home, and I may not. I have read some of the testimony in this investigation, and I cannot say now whether I got my knowledge from the testimony, or from my own remembrance.

Q. Was he to go to Chicago, and stay there until?—A. No, sir; I knew nothing about his arrangements for going to Chicago.

Q. Did he return to Washington before you left?—A. No, sir; I did not see him again until the next fall or winter.

Q. Have you applied to him for the money since?—A. O, no, sir. Smoot is not what he used to be. I know something of his family, and their private history, which I do not care to narrate; but he is not in a condition to pay any debts.

Q. Did he get a position after that?—A. I do not know. I have heard from him that he has been in the Pension-Office. I supposed he was back in the Indian Office, until since I came on here, some five or six weeks ago.

Q. Do you not know that at that time he had leave of absence from the Department?—  
A. No, sir. I do not know it myself, except from his own statement. He said at the time he was discharged that his resignation was to take effect from a certain date ahead. I know it was customary, when a man was discharged or resigned, that his discharge or resignation should take effect one or two months ahead.

Q. You are certain he had been discharged at that time?—A. He told me so. I think he put it upon the ground that he resigned. I do not think he said he was discharged. I suppose he was asked to resign.

Q. Major Strait and General Averill both speak in their letter to him of his leave of absence; one speaks of it as a furlough, and the other as a leave of absence. You do not know what they meant by that?—A. No, sir. I do not know those terms.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., March 27, 1876.*

C. H. BEAULIEU sworn and examined.

By Mr. WILSHIRE:

Question. State your age, residence, and occupation.—Answer. I was born on the 10th of September, 1811. I live on the Indian reservation at White Earth, in the State of Minnesota, at present. I am a clerk in Mr. Morrison's store there.

Q. How long have you resided there?—A. At that place for four years; but I have been in that tribe with the Mississippi band for about twenty-seven years, and before that time I was with the Wisconsin band.

Q. Are you a Chippewa yourself?—A. I am half Chippewa and half French.

Q. Were you at that agency while Mr. E. P. Smith was the agent?—A. Yes, sir.

Q. Were you acquainted intimately with the manner in which he conducted the affairs of the agency?—A. Yes.

Q. State anything and all that you know with regard to scrip being received by any Chippewas or half-breeds, and what disposition was made of it?—A. There was a great deal of scrip that was received that we thought was bought by Mr. Smith. There was a notary appointed and on the application made by this notary Mr. Smith received this scrip; whether he bought it for himself or whether he was getting it for another party we could not tell. His accounts will show that he was transacting some kind of business in scrip matters.

Q. Do you say the accounts in the Department will show that?—A. They will probably show it, or his books will.

Q. Tell the whole story as you know it.—A. There were two kinds of scrip one issued under the "La Pointe" Chippewa treaty of 1854.—Allow me to say to the committee that I can give my testimony better in French than in English.

Mr. WILSHIRE. We can understand you very well. Take your own time, and state what you know in your own way.—A. There was another scrip under the treaty of 1864, which we call the Red Lake and Pembina treaty. That scrip gave 160 acres to the half-bloods of twenty-one years of age. I know that there was several scrip that was issued under the treaty of 1854, and under the treaty of 1864, the Pembina treaty, to one man. By stipulation of treaty of 1864 one man could not draw two scrip, but there were two issued to the same person. I do not know whether you understand me; for instance, I will explain myself better. I say that I want a scrip under the treaty of 1854, and I belong to that tribe. After several years another treaty is made with another band of the Chippewa tribe. Under that treaty it is forbidden that any man who has received scrip under any other treaty shall get another scrip under the treaty of 1864.

Q. I understand you to say that by the terms of the treaty of 1864 with the Red Lake band the issuance of like scrip under that treaty was forbidden to those belonging—A. To those that had received scrip formerly.

Q. That they should not receive it under that treaty?—A. That is it.

Q. I will ask you to name the bands of Chippewa Indians that were entitled to scrip under the treaty of 1854?—A. The Chippewas of Minnesota, and the Chippewas of Lake Superior, were together under one treaty formerly. Under that treaty they divided their annuities and their land, but of those that were for the Mississippi, that came in under the Mississippi band, they had the right to draw the scrip under the treaty of 1854, and they were together at the time, as you will see by the treaty.

Q. You haven't answered the question; you have explained that they divided their annuities and land under the treaty of 1854. Which part of that division was entitled to the scrip?—A. Both; because it was one party. They made the treaty, and of course under the treaty the scrip was to be divided.

Q. What bands were entitled to scrip under the treaty of 1864?—A. The Red Lake half-breeds and Pembina half-breeds.

Q. Do you know of any half-breeds of the Mississippi and Lake Superior bands who had received scrip under the treaty of 1854 and afterward received scrip under the treaty of 1864?—A. Yes, sir.

Q. State all you know about that.—A. Joe Coverett received two scrip; that is, I am certain of one, and the other one he told me over and over again that he had received, and bought a house from Commissioner Smith. He was the agent then.

Q. Where does Coverett live?—A. At White Earth.

Q. He had received scrip under both treaties, you mean?—A. Yes; I received one under the treaty of 1854, and gave it to him.

Q. Do you know of any other instances of that kind?—A. I do not mean to be understood that he gave all the scrip for the house; part of the scrip, because he received money for part of it, as he told me himself.

Q. Who received money?—A. This man that sold that Pembina scrip, Joe Coverett.

By Mr. PAGE:

Q. From whom did he receive it?—A. From Commissioner Smith.

By Mr. WILSHIRE:

Q. You say that he purchased a house from Mr. Smith?—A. Yes, sir.

Q. And that he paid for it in part with this scrip?—A. Yes, sir.

Q. Did he receive this second scrip in the same name as he did the first one?—A. I do not know whether he did or not. He must of course have received it under the same name, with probably a letter added in the middle.

Q. State, if you know, with what means Mr. Smith built this house.—A. There was an appropriation made, which we call the civilization fund, the first year that Mr. Smith went up to take the agency, and out of this fund he built up this house.

Q. And then sold the house that he had built with that fund to Coverett, and received in part payment for it this scrip?—A. Yes.

Q. I will ask you to state whether or not you know of any circumstance where half-breeds sought to make application for a second issue of scrip, but in some other name?—A. Yes, sir.

Q. State those cases.—A. A man by the name of Agaus Morrison received a scrip under the treaty of 1854. Then he was sent for in 1863 to go to the agency and make application for the Pembina scrip. He came over to my house and wanted me to go along with him. I went up to the agency, in the Government office, and there they asked him to sign an application for the scrip of 1864, under the Pembina treaty. I was then interpreting. He said that he would not; that he had received a scrip under the La Pointe treaty of 1854. Miss Emily S. Cook, who is a clerk here in the Indian Bureau, was there, and she told Agaus that it was nothing; that he had received a scrip under another name, but that Agaus was his Indian name, and he could get \$200 for the scrip if he would make an application. Still the Indian refused to make an application. Miss Cook said to him that she had received a letter from Agent Smith that Agaus had received scrip under another name, and he could get another one. I told Agaus those words just as I was told by Miss Cook. Still the Indian refused to make the application. Leon Houde was a notary in getting scrip, appointed on the recommendation of Mr. Loring.

Q. Was he of the firm of Loring & Fletcher?—A. I believe that was the firm-name. I told the notary in French that it was a shame to urge this poor fellow, this half-breed, who is chief at present.

Q. This one you speak of?—A. Yes, sir; this Agaus Morrison; he is chief of a band of between seventy and eighty. He is half-breed by blood. I told Honde that it was a shame for a notary, who was as well known as he was, to urge this man, who did not understand such things, to receive the scrip and to make him swear to it. He said it was nothing; that he need not swear. He says, "I can get him the scrip; all I want is for him to touch the pen."

Q. He could not sign his name, and so made his mark?—A. Yes, sir; touched the pen. The notary told him that he would not have anything to do with it.

Q. State what else occurred.—A. Then I went out of the office, and in about fifteen days afterward this Agaus Morrison received a scrip, or rather he received a yoke of cattle, a wagon, and \$10 in provisions, as the Indian told me. He was paid by Truman Warren, the interpreter of the Government, (who was keeping the store there,) for his scrip of 160 acres. That is as much as I know about that.

Q. What business was this Honde, the notary, engaged in at the time he procured Agaus to make this application? What was he doing besides acting as notary public?—A. Nothing that I know of. He was living at Belle Prairie, in Morrison County, and farming, I believe.

Q. Was he a white man or Indian?—A. He was a white man; a Frenchman.

Q. How did he come to be notary public?—A. I learned that he was recommended by Fletcher & Co.

Q. You mean Loring & Fletcher?—A. Yes, sir; recommended by them to the governor of the State.

Q. Were they engaged in any business there at that time?—A. They had stores all along the Northern Pacific Railroad, and they had one about eighteen miles from the agency now, a large one, and furnished Mr. Smith with all that he wanted.

- Q. They were the merchants from whom Mr. Smith made his purchases for that agency?  
 A. Yes, sir.
- Q. Were they engaged in dealing in this scrip?  
 The WITNESS. Mr. Fletcher?  
 Mr. WILSHIRE. Yes; or either of them?
- A. I do not know, sir, whether they were purchasing that; but I can show you an account where the United States agent was either dealing in it or was acting for Mr. Fletcher.
- Q. Whom do you mean by the United States agent?—A. Mr. Smith was the agent.
- Q. State what you know about the purchase of the house by this Indian, and whether you saw him deliver the scrip to Mr. Smith.—A. No, I have not seen him; but then the scrip would be shown by the Indian and he would ask, "Now what do you want for it?" It was then valued at about \$200; the Indian would sometimes ask for cattle, and sometimes take it out in stores, and sometimes part in money, so that Mr. Smith paid whatever the man wanted.
- Q. Do I understand by that, that Mr. Smith would take from the Indians this scrip and pay for it in United States goods?—A. I suppose they were United States goods, because they came from the storehouse.
- Q. They were goods there for distribution to the Indians?—A. Yes, sir.
- Q. Did you ever see such a transaction as that?—A. Yes, sir.
- Q. How many have you seen, or can you remember the number?—A. I could not remember, because every scrip that was purchased was paid out of the storehouse, or out of the office in money.

By the CHAIRMAN:

Q. You say that you went out of the office where you had been with Agans, and that fifteen days thereafter Agans received his scrip; did you see that?—A. I did not see the scrip.

Q. How did you know that he received it?—A. Because he told me he had received a yoke of cattle and wagon and \$10 in provisions for it.

Q. Did you see the yoke of cattle?—A. Yes, sir; I saw the cattle and the wagon.

Q. And he told you he had received them for the scrip?—A. Yes, sir.

Q. State if you know of your own knowledge whether Loring & Fletcher used their personal influence to secure the appointment to Honde as notary.—A. I do not know what influences they used to get his appointment.

Q. But you know that he was appointed by their request?—A. Yes, sir; that is, I was told so by the notary himself.

Q. When was Mr. Honde appointed?—A. I believe in the fall of 1872 or it may be 1873; I do not remember.

Q. Has he been a notary public ever since, and is he one now?—A. I do not think he is one now.

Q. Who became his sureties on his bond? I believe notaries in that State are required to give bond?—A. I do not know; I could not tell you. I was not there.

Q. Were there many applications made for second scrip, that you remember, by persons who had formerly received scrip?—A. There were several made; I do not know how many.

Q. Were they made under the same circumstances as the one you have just mentioned, by the same influences, and under the same advice?—A. I remember of one that received a scrip under the treaty of 1854, by the name of Joseph Adams. He was then in the Army at the time the scrip was issued to him. He appeared at my house when Agent Smith, with Mr. Neill and Judge Crowell were at my house investigating the matters of this scrip. Joseph Adams's name was in a pamphlet that was carried by those commissioners. Agent Smith told him that he had already drawn his scrip; that his name was there and that he could not get another one. After he got to White Earth he received a scrip under the treaty of 1864, the Red Lake and Pembina treaty.

Q. You speak of a commission to investigate the issuance of that scrip.—A. Mr. Neill and Judge Crowell, who is here in Washington at present, and the agent, E. P. Smith.

Q. Was not that commission expected to investigate the conduct of Mr. Smith?—A. No, sir.

Q. Who was to investigate it?—A. It was to find out who had the right to draw a scrip, or whether there were too many drawing scrip that had no right to draw it.

Q. Do you know whether they ever made a report or not?—A. I do not.

Q. What year was this investigation?—A. 1871. They went to Pembina, and then they came out at Fourteen Mile Creek; but instead of going to Leech Lake as they had intended, they went back and went to Crow Wing, and I met them at what we call Twenty-four Mile Creek just as they turned back.

Q. Did they go to Leech Lake at all?—A. No, sir. They told me they did not go. I was to meet them there.

Q. What did they say to you about their investigation—anything?—A. No, sir. They wanted me to go down to Saint Paul; or Mr. Neill went to Lake Superior with a party, and he told me he would telegraph from there to go down to Saint Paul and give him a list of those that I supposed had a right to draw scrip under the La Pointe treaty of 1854. I re-

ceived several letters from him afterward, but he did not want my services. He said he knew all about how it was, and did not require my services any longer.

Q. Did you furnish him at any time with such a list?—A. No, sir. I will state that as far as furnishing a list is concerned, between 1868 and 1870, I think I furnished a list to Mr. Walker, Commissioner of Indian Affairs, a list of those that were entitled under the treaty of 1854, not those that were not entitled. I furnished that to the Department, and in my letter to the Commissioner I told him that they must not be imposed upon as they had been by the Sioux treaty—issuing so many scrip to those that had no right to get it. My letter must probably be in the office now.

Q. I will ask you if the principal business of the firm of Loring & Fletcher, who had a large trading-house, you say, eighteen miles from the agency, was not chiefly with the agency?—A. Yes, sir. Everything that Mr. Smith purchased, I believe, was purchased from there, unless—

Q. Were not the principal goods that they sold to the agency or to the Indians?—A. O, yes; except some clothing, probably, but the provisions and other articles—

Q. Was there not also in that neighborhood a large quantity of valuable pine lands that could be purchased with this scrip?—A. There was a large tract of land between White Earth reservation and Red Lake, and there was a good deal of land that could be entered. No land could be entered with those scrip except in the country ceded by the Government. They could not be entered on other lands except those that were ceded.

Q. Was not a great deal of that very valuable pine land?—A. There were on the railroad very valuable farming-lands, and between the Red Lake and White Earth there was valuable pine land to be entered.

Q. Did not Loring & Fletcher purchase largely of those lands with this scrip?—A. That is what I was told, that a large amount of land was purchased. They were cutting some pine logs this winter on Mr. Fletcher's land when I left there a short time ago.

Q. Do you not know that Mr. Smith was acting as agent of Loring & Fletcher in the purchase of this scrip?—A. I do not know that, but I have an account here that will probably give you information on that matter, if you wish to see it.

[The witness produced a paper.]

By Mr. PAGE :

Q. What paper is that?—A. It is an account of Joseph Jourden with the United States Indian agent. You will see in that account that there are some cattle and a wagon.

By Mr. WILSHIRE :

Q. Are you personally acquainted with Joseph Jourden, the gentleman whose name appears on that account?—A. Yes, sir; he is there on the spot.

Q. Do you know that the account was made out by the agent or his clerks?—A. It is in the handwriting of Aleck Smith, the clerk of the agent.

Q. Do you know that this is the account of this man Jourden with the agent, and that it was made out by the agent and rendered to Mr. Jourden as his account with the agent?—A. I know he had a large account there. That is a copy of his account.

Q. Do you know that that is an authentic copy of account rendered by the agent through his clerk, or by himself, to the man named in the account?—A. He showed it to me as soon as he came out of the office.

Q. Are you acquainted with the handwriting of the clerk?—A. Yes, sir; I am.

Q. Is that his handwriting?—A. Yes, sir; that is his handwriting.

Q. Where did you get this?—A. From Mr. Jourden himself.

By Mr. PAGE :

Q. Where did Mr. Jourden get it?—A. He got it from the office just I told you before.

Q. You swear that this is the handwriting of Mr. Smith?—A. I think that is the handwriting of Aleck Smith, the clerk; not the Commissioner.

By Mr. WILSHIRE :

Q. Who was Aleck Smith; was he a relation of the agent?—A. I was told that he was; I do not know whether they are related or not.

Q. Mr. E. P. Smith was the agent at the time this account was rendered?—A. Yes, sir.

By Mr. PAGE :

Q. You swear that this is a copy in the handwriting of the clerk of the former Indian agent, Mr. Smith?—A. It is the handwriting of the clerk, Aleck Smith.

Q. And he was a clerk to the former Indian agent?—A. A clerk to Mr. E. P. Smith. I do not swear it is a true copy of the account. I did not look at his book. I was not permitted to go and look into the books. All I can say, that this is in the handwriting of Aleck Smith, the clerk, and you can send for the man, and he can be here and state his own case.

[The paper was marked "A," and ordered put in evidence; it is as follows:]

A.

*Joseph Jourden in account U. S. Indian agent.*

|                      |     |   |         |
|----------------------|-----|---|---------|
| 1872.                |     |   |         |
| May                  | 7.  | To cash .....   | \$50 00 |
|                      | 8.  | To wheat .....  | 1 75    |
| June                 | 11. | To soap, 25; check to Peter, 12; cash, 2 .....  | 14 25   |
|                      | 14. | To overalls, 1.10; tea, 30; matches, 10; potatoes, 4.50 .....   | 6 00    |
| July                 | 5.  | To mus. bar, 1.00; cash, 10; soap, 1.00; 7 pounds sugar,<br>1.00; hat, 75 .....                                 | 13 75   |
|                      | 16. | To 2 boxes flour, 8.00; 30 pounds pork, 3.60 .....  | 11 60   |
|                      | 19. | To 14 pounds butter, 1.00; hose, 80; $\frac{1}{2}$ tea, 70 .....  | 2 50    |
| Aug.                 | 2.  | To 1 pound tea, 1.15; 13 pounds sugar, 1.84 .....   | 2 99    |
|                      | 12. | To 17 pounds pork, 2.04; 7 pounds sugar, 96 .....   | 3 00    |
|                      | 23. | To 30 pork, 3.60; 7 sugar, 1.00; 4 soap, 40; 1 pound tea 1.15 ..  | 6 15    |
|                      | 24. | To 1 barrel flour .....   | 10 00   |
| Sept.                | 2.  | To 25 pork, 3.00; tea, 1.00 .....   | 4 00    |
|                      | 3.  | To 16— J. Couverette .....  | 1 92    |
|                      | 6.  | To 1 yoke oxen and wagon .....  | 200 00  |
|                      | 7.  | To 1 yoke oxen .....  | 150 00  |
|                      | 9.  | To chain, 2.70; 13 pork, 1.56; shirt, 1.40; sugar, 1.00 .....   | 6 66    |
|                      | 1.  | To cash, 7.00, 10.00 .....  | 17 00   |
|                      | 14. | To yoke, 6.00; powder, 25; shot 26; ball, 15 .....  | 6 66    |
| Oct.                 | 14. | To 18 pork, 2 16; sugar, 1.00; $1\frac{1}{2}$ tea, 1.00 .....   | 4 16    |
|                      | 19. | To flour, 9 00; matches, 10; pork, 3 .....  | 12 10   |
|                      | 23. | To axle-grease .....  | 45      |
|                      | 29. | To buck-skin, 1.70; 1 pound tea, 70 .....   | 2 40    |
|                      | 29. | To cash .....   | 4 50    |
|                      | 31. | To flour, 4 00; pork, 2.16; sugar, 1.00; saleratus, 15; hoes,<br>1.20; locks, 80; 7 pounds fresh pork, 77 ..... | 10 08   |
| Nov.                 | 18. | To flour, 4; pork, 1.56 .....   | 5 56    |
| Dec.                 | 24. | To 50 pounds beef, 4.00; 15 pounds pork, 1.80 .....   | 5 80    |
| 1873.                |     |   |         |
| Jan'y                | 21. | To flour, 4.00; 10 pounds pork, 1.20 .....  | 5 20    |
| Feb'y                | 11. | To shirt, 1.75; 5 pounds soap, 50 .....   | 2 25    |
| March                | 19. | To 150 pounds feed, 2.10 per cwt. ....  | 3 05    |
|                      | 31. | To order on Morrison .....  | 1 25    |
|                      | 31. | To Mdse. ....   | 3 75    |
| April                | 1.  | To cash .....   | 10 00   |
|                      | 1.  | To flour, 4; 8 pounds pork, 1.00 .....  | 5 00    |
| 1872.                |     |   |         |
| July                 | 24. | To 7 pounds sugar .....   | 1 00    |
|                      |     |   | 584 78  |
| To amount over ..... |     |   | 584 78  |

CREDIT.

|       |     |  |         |
|-------|-----|--|---------|
| 1872. |     |  |         |
| May   | 7.  | By amount, old book .....                          | \$99 60 |
| June  | 15. | By hauling .....                                   | 4 00    |
| July  | 16. | By 7 days' work .....                              | 10 50   |
|       | 16. | By error .....                                     | 4 50    |
|       | 31. | By 3 days' on cellar .....                         | 4 50    |
| Aug.  | 8.  | By fixing grindstone .....                         | 75      |
|       | 31. | By $\frac{3}{4}$ day's work .....                  | 1 00    |
|       | 31. | By 2 days' work .....                              | 4 00    |
| Sept. | 25. | By $4\frac{1}{2}$ days' work .....                 | 9 00    |
|       | 30. | By 6 days' work, 1.75 .....                        | 10 50   |
|       |     | By 13 days' work, 2.00; blacksmith .....           | 26 00   |
| Oct.  | 19. | By hauling 4,271 feet lumber, $4\frac{1}{2}$ ..... | 19 21   |
|       | 29. | By hauling 2,020 feet lumber, $4\frac{1}{2}$ ..... | 9 09    |
|       | 29. | By hauling 2,918 feet lumber, $4\frac{1}{2}$ ..... | 23 15   |
|       | 29. | By error on oxen .....                             | 25 00   |
| Nov.  | 30. | By Jno. Wakefield .....                            | 2 00    |
| Dec.  | 14. | By $1\frac{1}{2}$ days' work, butchering .....     | 3 00    |

1873.

|       |    |                                      |         |
|-------|----|--------------------------------------|---------|
| Jan.  | 14 | By 6½ days' work, Bardwells.....     | \$13 00 |
|       | 20 | By hauling 1,670 pounds freight..... | 8 35    |
| Feb'y | 17 | By Geo. Aran .....                   | 2 50    |
| March | 12 | By 1 yoke oxen .....                 | 100 00  |
|       | 29 | By drawing rails.....                | 5 00    |
|       |    | By cash for scrip.....               | 200 00  |
|       |    | Balance .....                        | 13      |

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\$584 78 584 78

E. and O. E.

The WITNESS. In attending to Mr. Morrison's store I used to have no difficulty with the Indians. I used to give them a pass-book so that they could know how they stood with us. The agent commenced first, I think, or I commenced it, I could not say which. Here is one of those pass-books, numbered 239. Here is another account of Bakinowash, an Indian chief.

By Mr. PAGE:

Q. Whose handwriting is that?—A. The same man's, Aleck Smith.

Q. From whom did you get that?—A. From the chief, Bakinowash.

Q. That is the same handwriting, that of Mr. Aleck Smith?—A. You can see for yourselves.

Q. I ask you; you are on oath. Do you swear to the handwriting being the same?—A. Yes, sir; I take them to be so.

Q. You got this from the chief?—A. Yes.

Q. And he got it from Smith?—A. I suppose he did.

Q. And you swear that that is Aleck Smith's handwriting, the clerk of the Indian agent?—A. Yes, sir.

(The account here referred to was marked B, ordered put in evidence, and is as follows:)

B.

*Bakinowash.*

|      |     |                                    |        |
|------|-----|------------------------------------|--------|
| May  | 12. | To 2 box flour.....                | \$8 00 |
|      |     | To 37 pounds pork.....             | 4 44   |
|      | 26. | To order, 24 May, on Morison ..... | 20 06  |
|      |     | To order to E. Tanner.....         | 13 50  |
| June | 9.  | To order, 7 June, Morison .....    | 8 50   |
|      | 9.  | To 1 box flour .....               | 4 00   |
|      |     | To 2 pounds soap.....              | 50     |
|      |     | To 1 pound tea.....                | 75     |
|      |     | To 35 pounds pork .....            | 4 20   |
|      | 30. | To order, 28 June, Morison.....    | 16 00  |
|      |     |                                    | 79 95  |

## CREDITS.

|                         |     |                                 |         |
|-------------------------|-----|---------------------------------|---------|
| May                     | 26. | By hauling 2,000 rails .....    | \$20 00 |
|                         |     | By hauling 200 rails.....       | 2 00    |
|                         |     | By hauling 700 rails.....       | 10 50   |
|                         |     | By hauling 600 rails.....       | 6 00    |
|                         |     | By hauling 500 rails.....       | 7 50    |
| June                    | 9.  | By 1 day's plow.....            | 1 50    |
|                         |     | By 300 rails.....               | 3 00    |
|                         |     | By 440 rails hauled.....        | 5 50    |
|                         |     | By order on Morison return..... | 8 50    |
|                         | 28. | By 500 rails hauled.....        | 7 50    |
| July                    | 1.  | By 1,229 pounds freight.....    | 6 64    |
|                         |     |                                 | 78 64   |
| Balance due agency..... |     |                                 | 1 31    |

By Mr. WILSHIRE:

Q. I will ask you if that was the way in which Mr. Smith generally conducted the affairs of that agency, in the disposition of goods that he had there for the use of the Indians?—A. Yes, sir.

(The witness produced another paper.)



By Mr. PAGE :

- Q. Is that in Aleck Smith's handwriting too?—A. I believe it is.  
 Q. Do you swear to it?—A. I could not swear to it exactly.  
 Q. How do you swear to the handwriting on the other?—A. Because the other I knew.  
 Q. Where did you get this?—A. From William Superior.  
 Q. Was it represented as coming from the same parties as the other accounts?—A. Miss Cook and Mr. Smith, were clerks in that office. (The paper here referred to was marked C.)  
 Q. Compare this paper A with this C and tell me if they are in the same handwriting.—  
 A. I do not know exactly that these two are in the same handwriting. It may be that this one, C, is in Miss Cook's handwriting.

By the CHAIRMAN :

- Q. What paper is this C?—A. The agent generally took the balance from the paper like this C and put it in a book, because it could be easier kept in a book than on a paper like this.  
 Q. Why do you present this ; is there any evidence in regard to scrip in it?—A. I present it merely to show the way the accounts are kept.  
 (The paper C was ordered put in evidence, and is as follows :)

C.

*William Superior account.*

|       |     |                                    |        |
|-------|-----|------------------------------------|--------|
| 1872. |     |                                    |        |
| May   | 15. | To balance due.....                | \$1 16 |
|       | 11. | To 65 pounds flour.....            | 2 40   |
|       |     | To 10 pounds pork.....             | 1 20   |
| June  | 3.  | To order Morison.....              | 11 44  |
|       | 4.  | To pants.....                      | 2 80   |
|       | 15. | To 50 pounds flour.....            | 2 75   |
|       |     | To 8 pounds pork.....              | 96     |
| Sept. | 18. | To wagon.....                      | 50 00  |
| 1873. |     |                                    |        |
| March | 15. | To beef.....                       | 1 50   |
|       | 20. | To H. D. Cunningham.....           | 1 35   |
|       |     | To merchandise per M. S. Cook..... | 1 50   |

CR.

|       |     |                                  |             |
|-------|-----|----------------------------------|-------------|
| 1872. |     |                                  |             |
| June  | 3.  | By 1,520 brick and sundries..... | \$16 20     |
| Aug.  | 31. | By 1,957 pounds freight.....     | 8 81        |
| March | 19. | By use of oxen.....              | 1 50        |
|       | 22. | By 2 days' work.....             | 2 00        |
|       | 27. | By work in 1872.....             | 85          |
|       |     | Balance due agency.....          | 47 70       |
|       |     |                                  | 77 06 77 06 |

To amount due. \$47.70.

By Mr. WILSHIRE :

Q. What year was it that the grasshoppers destroyed everything in that region of country, or near you?—A. 1872.

Q. Was there any great distress among any of the Indians in consequence of that?—A. Yes, sir ; there was a great suffering.

Q. What was done, if anything, by the agent to relieve that distress?—A. Nothing at all.

Q. Was there any application made by the Indians to him, or any one for them, asking him to relieve them or do something for them?—A. On the 6th of January, 1873, I wrote a letter for them to the Commissioner of Indian Affairs, at Washington, that there was great suffering with the Indians, and wished that something could be done for them. At the same time the Rev. Mr. Johnson wrote a letter to Bishop Whipple in regard to it, telling him how the Indians were suffering. Mr. Smith was in Washington at the time. He left us there on the 28th of December, 1872, I think.

Q. What replies were received to those communications?—A. Afterward, in general council, we went to Mr. Cunningham, who was the farmer in charge of the business, to see if they could not get any provision out of the storehouse, that their families were suffering. Mr. Cunningham told them he could not possibly give them anything because it was against orders, but he told them he would telegraph Mr. Smith and ask him if he could issue any provisions to them. Mr. Cunningham went down to Audubon, on the Northern

Pacific Railroad, and telegraphed Mr. Smith from there. He waited that day and the next for an answer. The next day a telegram came up for Mr. Cunningham from Mr. Smith, stating there was nothing to be given. Then the Indians made another council and asked Mr. Smith if he would not pay them the balance of their annuities in provisions, which he had kept back, which was about \$300, that their families were suffering.

Q. They asked Mr. Smith that?—A. Yes, sir; and Mr. Cunningham went down again and telegraphed. The answer came as he told me—I did not see the telegram—"Tell them to wait." I asked Mr. Cunningham myself, about it, and he says, "That is what Mr. Smith telegraphs."

Q. What else followed that with reference to relieving those people?—A. Nothing at all. There was no way to relieve them. Mrs. E. P. Smith, who was wintering there, told the Indians to come to the school-house every day—the women and children—and that she would give them some broth and bread—give them a dinner to relieve them from their suffering. There was very deep snow that winter, from three to four feet deep, and some of them lived too far off to come up to the school-house and take their meals at the agency; but those who were near enough would come. I called a council of the chiefs and braves and told them that me and my nephew, John Beaulieu, would furnish provisions for the amount of \$400—each of us \$200; that we would look to the Government for the pay, and if we did not get it from the Government we would wait and take our pay out of their annuities. The Indians were glad enough of that proposition; so we furnished the amount that we promised to the Indians. John Beaulieu furnished his share, but I had none belonging to Mr. Morrison to furnish my share—I had some, but not enough. I went over to Mr. Cunningham in the office where Miss Cook was, too, and asked him if they could not sell me or lend me flour and pork; that I could relieve those Indians that were suffering if I had it. They consulted together and Mr. Cunningham told me that he would lend it to relieve those poor suffering Indians, because it was a charitable act. So they lent me the flour and I issued it out to the Indians.

Q. You have not stated, yet, whether or not Mr. Smith had done anything toward their relief?—A. Mr. Smith was, at that time, here in Washington, and we failed to get any provisions from him. We heard that he was working very hard to get an appropriation to relieve us from suffering, and the bishop was also working very hard. Let me add that, previous to that, I made a little mistake. You will excuse me, gentlemen.

Q. Make your correction.—A. When I issued out the provisions we had a letter from the bishop stating that he had written to Mr. Knickerbocker, of Minneapolis, to send some provisions up. Those provisions came up afterward, while they were eating the provisions I had given them before. Before they got through with that provision the other provisions came up from Bishop Whipple, and so the people were relieved. Mr. Smith was here, then, working for an appropriation to relieve us from suffering. His store-house, at the time, was full of flour and pork.

Q. Mr. Smith's store-house?—A. The Government store-house. I do not know whether it was Mr. Smith's or not. It was full of flour and pork. They lent it to me to issue out to the suffering Indians.

Q. Who lent it to you?—A. Mr. Cunningham, who was left in charge by Mr. Smith. Mr. Smith was then working here, and, I suppose, stating that we were suffering. I will go back again a little ways. When Mr. Smith started, on the 28th of December, 1872, he asked the Chippewas, in council, to admit the Pembina Indians as we had the Otter Tail Indians. When we admitted the Otter Tail Indians we got \$25,000 from the Government; and when we got this \$25,000 from the Government we got \$56,000 again of re-appropriation of some back money on the first removal of the Mississippi band. We had, then, for farming utility, under the treaty stipulation, \$6,000, which made \$87,000 which Mr. Smith had that was given to him from the Government, in 1872. That was the year we were suffering so much. On the 28th December, 1872, Mr. Smith asked the Mississippi band of the Chippewas if they would permit the Pembina Indians to come in on their reservation for \$25,000. The Indians did not feel satisfied with the management of this \$25,000 exactly. We had nothing to do with the \$56,000, because it was a re-appropriation from the Government, and we had no command of that; but the appropriation of \$25,000 for admitting the Otter Tails, we thought we ought to have some word to say about how it should be expended in promoting our civilization. In their council the Indians agreed to admit the Pembina Indians to come in on their reservation. The Pembinas had made no reservation when they sold their lands to the Government.

Q. Were they admitted to your reservation?—A. Yes.

Q. And you were to have \$25,000 for it?—A. To tell you so that you can understand—

Q. I understand all that; that you consented to admit them upon payment of \$25,000?—A. Yes, sir.

Q. Have you ever received that \$25,000?—A. We dispute about that. We say we did not receive it. We received some but not all.

Q. How much did you receive, and from whom?—A. I could not tell.

Q. From whom did you receive what you did receive?—A. We were told by Mr. Douglass—

Q. State it in as short a way as you can, now.—A. Mr. Douglass was the next agent af-

ter Mr. Smith, and he told us that Mr. Smith never gave him a cent. He told us in open council before Dr. Daniels, who was an Indian inspector.

Q. I understand you to say that Daniels stated there that he had never received any part of that \$25,000 fund?—A. Yes, sir.

Q. Do you know whether it was delivered to Mr. Smith?—A. I do not.

Q. All you know about it is, that you were entitled to it and have not received it?—A. The Indians make a claim for it against the Government.

Q. I will ask you if you know of any frauds, irregularities; or misconduct in office on the part of any officers, agent, or employé of the Government, or Government contractor, at any time? And, if so, state what it is.—A. I do not know. It would take me too long to state the whole.

Q. I want you to state the frauds. I do not want any history of the White Earth agency, but I want the naked facts, if you have any. Tell us what you know in regard to them, and we will determine whether they are frauds or not. For instance, do you know any particulars in reference to the selling of goods unlawfully or improperly by the agent? If you do, state the case, and then we will interrogate you upon that act.—A. Yes, sir; I do.

Q. State what they are. What do they consist of?—A. Mr. Douglass, when he came in office, bought a scrip from Bostwick Morrison and gave him a yoke of cattle.

Q. Were those Government cattle?—A. I do not know whether they came from the Government—

Q. He had a right to buy that scrip, I suppose, if he paid for it with his own means. The question is, did he pay for it with Government means?—A. No, sir. The cattle that were given must have been Government cattle because he put them on the books in the office, "Issued to the Indians." That is the way it was entered in the book, and he had the scrip.

Q. Do I understand you to say that he bought scrip from the Indians and paid for it in cattle, and charged the Government with the cattle also?—A. Yes, sir; he issued to the man—

Q. Let me understand what you mean by the word "issued." Did he charge the Government, on the books, with a yoke of cattle issued to the Indians?—A. Yes, sir.

By Mr. PAGE:

Q. What year was this?—A. It was in the winter of 1874.

By Mr. WILSHIRE:

Q. State any other case of that kind, or anything similar to that, that you know.—A. A yoke of cattle were sold to a Frenchman by the name of Fountain for \$100, and it was marked in the issuing-book, "Issued to Matilda Warren," who was the wife of this man Fountain. Let me make a little explanation in regard to that: I told Dr. Daniels, who was inspector, that there were such frauds going on there—

Q. We will come to that hereafter. I want you now to state all these instances that you can remember, as you have stated this. Do you remember any others?—A. In the fall payment that Major Douglass made to the Pembina Indians, he kept some goods for other bands that were coming in that belonged to the same band that received the annuity, but the other bands did not get any.

By Mr. PAGE:

Q. What year was that?—A. That was in 1873.

By Mr. WILSHIRE:

Q. Who was the agent at that time?—A. It was Douglass; I do not remember the date distinctly.

Q. It was during his administration of affairs?—A. Yes, sir; during Douglass's administration. After he was removed the Chippewas of that band made a request of the agent to pay all the remaining goods to them. He told them that he had given them out already to different parties of their own band, and there was nothing at all then in the warehouse for them; that it was all issued out. After Mr. Douglass started, then Mr. Stowe, the present agent, came into the office. Two weeks, I think, after Mr. Douglass went away, a pile of goods was found rolled up in a wagon-cover. There were twelve or thirteen pieces of calico, pantaloons, shawls, and shirts. They sent for me and the agent and the son-in-law of Bishop Whipple to show us the goods. I told them the best way was to put them on the table to show that the goods were forgotten by Mr. Douglass, and not to tell the Indians that they were stolen, so as to save the bad opinion of the Indians that they had against the Indian agents. So they were there for about three or four days, but the Indians would say, "Here is the stolen goods," and afterward they were divided among the Indians.

Q. I will ask you if you know anything about any vouchers being obtained at the agency after Mr. Smith ceased to be agent, that were for the purpose of effecting the settlement of his accounts?—A. After Mr. Douglass was removed from the agency Miss Cook came up there. Mr. Douglass was notified in March, I think, but did not leave the office until the 1st of July. Before he left Miss Cook came up there to settle his accounts and get vouchers.

Q. What was done?—A. She got a great many accounts and vouchers.

Q. Do you know anything about the accounts and vouchers, whether they were proper or improper?—A. I do not know.

Q. Or what means were used to obtain them?—A. I know they went into the fields, running from one place to another, to get the Indians to touch the pen, but I did not run after them to see how it was done. That was when Miss Cook was there. They got the vouchers.

Q. You do not know whether it was the duty of the party who gave the vouchers to do it or not?—A. No, sir; I do not. The only thing I know is that when Mr. Smith, the agent, was there, when we had a council, Miss Cook would go in the room and go around among the Indians and make an Indian touch the pen, and say, "Haven't you worked?" and tell him to touch the pen. He would ask, "What for?" "Haven't you worked?" "What work?" "Haven't you hauled rails?" "No," the Indian would say. "Haven't you chopped?" "No." "Haven't you split rails?" "No." And then sometimes the Indian would say what he had done. "Well, touch the pen," and then she would go to another one; and I was surprised to see that the vouchers would be signed by going around and asking fifteen or twenty or thirty persons to touch the pen and afterward making out the vouchers on them.

Q. Did she, or any other persons who obtained vouchers in that way, ever inform the Indians what the vouchers were for, and how much they amounted to?—A. No, sir. Sometimes they did to some person when he would ask what for, "Well, your work amounted to so much;" and sometimes they would not, but would say it was merely for the work the Indians had done.

Q. Were there ever any payments made to these Indians at the time these vouchers were taken? Did they go and say, "I owe you so much money; sign this receipt, or voucher?"—A. Not that I know of.

Q. They never gave anything in return for the vouchers at the time?—A. No, sir; sometimes they would have it before, I suppose—would get the money before.

Q. At the time it was done there was nothing passed between the person who signed and the one who obtained the voucher?—A. Not that I know of.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., March 27, 1876.*

CHARLES A. RUFFEE recalled.

By Mr. PAGE:

Question. Do you know whether Mr. Smith's administration of affairs as Indian agent in Minnesota was satisfactory to the Indians or not?—Answer. So far as I had any opportunity of knowing I think it was entirely so, except in regard to the pine contract.

Q. Do you know anything about the duty he had to perform while acting as agent, in comparison with the duties that have been performed since by other agents?—A. His duties were very large. He was then doing what has subsequently been done by three agents.

By Mr. WILSHIRE:

Q. Do I understand by that that he had the management of three agencies?—A. Yes, sir; what has since been divided into three agencies.

By Mr. PAGE:

Q. He performed the labor at that time that has been performed by three different agents?—A. Yes, sir; he had charge of all the Chippewas in Minnesota, and now they are under three different agents.

By Mr. WILSHIRE:

Q. While he was agent he had charge of all the Chippewas in Minnesota?—A. Yes, sir.

Q. Were you at the agency at any time while he was agent?—A. Yes, sir.

Q. You had opportunities of ascertaining whether the Indians were satisfied or not?—A. I think so; yes.

Q. Did you make any effort to ascertain that fact?—A. Yes; I inquired of them.

By the CHAIRMAN:

Q. Were they satisfied with that "house business" you spoke of?—A. That was after Mr. Smith went out that I went up there.

Q. I thought you said Smith got the scrip?—A. I was speaking of the time when Smith was agent.

By Mr. WILSHIRE:

Q. How long was that before you made the report?—A. It was probably a year or two before I made the report.

Q. At which time was it that they made complaint about the building?—A. At the time I went up to make the report.

By the CHAIRMAN :

Q. After Smith had been promoted?—A. Yes, sir; he had been appointed Commissioner of Indian Affairs.

Q. When was that scrip received—while he was agent or after he was appointed Commissioner?—A. It must have been while he was agent.

Q. They were not satisfied with that?—A. I presume not.

By Mr. BOONE :

Q. You were just as well informed in regard to whether the Indians were satisfied when you made this report that you refer to, as you are now, were you not? You knew the feelings of the Indians then just as well as you do now?—A. Yes; when I made the report.

Q. Is that report true or not?—A. That report is true.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., March 29, 1876.*

C. H. BEAULIEU recalled.

By Mr. WILSHIRE :

Question. State whether there was a saw-mill conducted at the White Earth agency while Mr. Smith was agent.—Answer. Yes, sir.

Q. State how it was conducted and who managed it.—A. It was managed by Mr. A. K. Murray.

Q. State anything you know in regard to its management—whether it was economical or extravagant.—A. It was managed extravagantly, having but one saw, and a great many men were hired.

Q. How many men were employed to run it?—A. They varied from seventeen to thirty.

Q. What class of men were they that were employed generally?—A. Most of them were half-breeds and Indians.

Q. Did they keep a pay-roll upon which the names of their employes were entered?—A. I don't know whether they did or not. All I know is that they were paid every Saturday.

Q. How were they paid?—A. An order was given from Mr. Murray to the agent's office, "Due such a man so much," after deducting the amount he had taken in trade.

Q. You mean by "trade" the goods he had purchased?—A. Yes, sir.

Q. From whom did the agent purchase these things?—A. From various persons. Sometimes he would go on the line of the railroad and sometimes he would get them from the merchant that was there.

Q. What wages were paid these employes?—A. \$1.50 a day, and sometimes it would be \$2 a day.

Q. You say that they employed from seventeen to thirty men?—A. Yes, sir.

Q. About how many do you think it would average all the time, approximately?—A. I suppose about twenty all the time.

Q. How long was that mill conducted in that way with that number of hands?—A. From spring until fall.

Q. Of each year?—A. Of each year; it was not running in the winter time.

Q. About how much lumber would that mill manufacture in a day?—A. I was told about 10,000 feet.

Q. State if you can what years that was in.—A. That was in 1872 and the spring of 1873. I was there in December of 1871; the mill was not running but a short time that fall.

Q. Was this mill Government property?—A. Yes, sir.

Q. It belonged to the agency?—A. Yes, sir; under treaty stipulation.

Q. Was the lumber that was sawed there for the use of the Indians or was it sold?—A. Some of it was sold by Mr. Smith, but it was considered as belonging to the Indians.

Q. What use did Mr. Smith make of the proceeds of those sales, if you know?—A. I don't know.

Q. To whom did he sell the lumber, to Indians or to other persons?—A. To the citizens on the line of the road.

Q. Was that road on or off the reservation?—A. Off the reservation.

Q. Do you remember what time Mr. Smith left there as agent?—A. I don't remember the date exactly; the 27th or 28th of March, 1873, or 1874; I don't remember exactly; 1873, I think.

Q. Did he put up this mill himself, or had it been put up before he went there?

The WITNESS. Mr. Smith?

Mr. WILSHIRE. Yes.

A. We had a mill before, under the treaty stipulation, and afterward sold that mill. He sent that mill to Leech Lake reservation and purchased another one from Minneapolis.

Q. How long was that after he first went there?—A. The mill was purchased in 1872.

Q. And this mill you refer to was conducted in this way by him all the time he was there after it was put up?—A. After it was put up; yes, sir.

Q. How many hands would you consider necessary to run that mill properly?—A. I do not know; I am no millwright; I could not say.

Q. You say there were more hands employed than were necessary; upon what basis do you make that statement?—A. From what those have told me who knew in regard to the mill; and there was a man by the name of George Vann who run the mill with fifteen hands and sawed 10,000 feet a day.

Q. So, then, you think there were five more hands employed than were really necessary?—A. Yes, sir.

Q. Do you know whether any of those employes at the mill were ever required to sign vouchers for money paid to them by Mr. Smith?—A. Those that worked there afterward went to the agency and signed vouchers, I believe, for what work they had done at the mill.

Q. Vouchers for the money paid to them for the work?—A. Yes, sir; deducting the amount on the agency book, whatever the amount was. If you will allow me I will show you some orders.

Q. If you have any show them to me.—A. (Witness produces a paper.) Here is a copy of one of those orders that was given, because I used to receive a great many and take care of them.

Q. That, you say, is a copy of an order?—A. A copy of an order that Mr. Murray used to give to the agency office.

Q. Did you make this copy yourself?—A. Yes, sir.

Q. You know it to be a correct copy?—A. Yes, sir; I made it myself.

By Mr. PAGE:

Q. This is a copy of what?—A. Copy of an order that he used to send.

Q. That who sent?—A. Mr. Murray.

(The following is the paper above referred to:)

*Copy of A. K. Murray's orders to the Indian agent.*

"No. 23.

WHITE EARTH, MINN., Oct. 15, 1873.

"John Smith has worked thirteen days, at W. E. mill, in the month of Sept. & Oct., at \$1.50 per day; total, \$19.50.

"Dr. to A. K. Murray \$13.87. Amount due him, \$5.63.

(Signed)

"A. K. MURRAY."

"No. 24.

WHITE EARTH, MINN., Oct. 24th, 1873.

"John Parker has worked four days at White Earth mill in the month of Oct., at \$1.50 per day; total, \$6.00.

"Dr. to A. K. Murray, \$2.64. Due him, \$3.36.

(Signed)

"A. K. MURRAY."

By Mr. WILSHIRE:

Q. Is there any other matter in connection with the management of that mill that you know of that would be useful to the committee?—A. No, sir; excepting those transactions in regard to it.

Q. Do you know what proportion of the number he sold and what proportion was used for the Indians?—A. I will show you a copy I got. (Witness produces a paper.) A. This is a copy I received certified by Mr. Wilcox and Mr. Wilson.

Q. Are these Indians or half-breeds?—A. No, sir; white men; they live on the edge of the reservation, about twenty miles, on the line of the road.

Q. What does this paper purport to be?—A. It gives the names of parties that Mr. Smith sold lumber to.

Q. From whom did you get that paper?—A. I got that in Saint Paul, when I passed through.

Q. From whom?—A. I got it from Mr. Rice.

Q. The late Senator Rice?—A. Yes, sir.

Q. Do you know who made this out?—A. I do not.

By the CHAIRMAN:

Q. Do you know anything about the changes mentioned in this paper, yourself?—A. Yes, sir; the Chippewas of White Earth, Mississippi band, complained of having this lumber go out of the reservation. Mr. Smith told them in council that he was changing it for seed or something else; that he would account to them for it. Mr. Wilson drew consider-

able lumber for his hotel that he was building on the line of the railroad. How they settled it I cannot tell; I know of Mr. Wilson drawing considerable, because he used to stop at my house every time he used to come up to get a load of lumber. I know of him and many others passing there with lumber and taking it to the Indians. They would take a load of lumber and bring up a load of provisions.

By Mr. WILSHIRE:

Q. Did Mr. Smith ever account to the Indians for the proceeds of this lumber?—A. Not in my presence.

Q. Do you know whether he did make any account at all?—A. No, sir.

Q. Did he not pay them in money, or supplies, or seeds?—A. I don't know; I don't know that he made any settlement.

Q. If they made a settlement would you not have known it, as you are a member of that tribe?—A. Yes, sir; because the Indians are complaining even now that that lumber has never been settled for; but whether it was or not I could not say.

Q. You do not know whether Mr. Smith accounted for that in his accounts to the Government?—A. I do not.

Q. You stated that Mr. Wilson got lumber; but you do not know how much; was that George Wilson?—A. George Wilson.

Q. Do you know of a Mr. Johnson getting any lumber?—A. No, sir; I don't know of other parties. There were many that hauled lumber from there, but I never took notice of any except Mr. Wilson. I was well acquainted with him.

Q. Could the facts be ascertained on the ground?—A. Yes, sir; on the ground.

Q. If any one was there and authorized to make an inquiry, it could be ascertained there?—A. Yes, sir; and more, too. If the honorable committee will send a man there to investigate the matters at White Earth, you will find that I have not stated one-tenth of what is known there.

Q. Did the Indians at the time their half-breed scrip was delivered to them, make any objection to receiving it? If so, what was the objection?—A. There were some half-breeds that didn't want to receive the scrip on account of losing their annuity money if they did receive it. In my presence there was a man by the name of Baptist Lenoir who would not receive his scrip because he would lose all his annuity payments. Mr. Smith told him that he might receive his scrip and go on with his annuity; that he would not lose it during the time he (Smith) was in office.

Q. What do you know about the facts in the case of his losing his annuity in the event he did receive his scrip?—A. He went on with the annuity.

Q. But if the matter had been properly conducted would he have been entitled to both scrip and annuity?—A. No, sir; he was not entitled to annuity after he had received the scrip.

Q. Do you know whether they were entitled to both annuity and scrip?—A. I believe they were not entitled to both.

Q. What was the practice afterward in regard to such matters; was it to pay annuities to those who had received their scrip?—A. An order came last fall from the Commissioner or Secretary of the Interior that all those who had received scrip could not get their annuity again.

Q. But up to that time they did receive annuities as well as scrip?—A. Yes, sir.

Q. This was at the White Earth agency, was it?—A. Yes, sir.

Q. Who delivered this scrip to the Indians at that agency?—A. I don't know how it was delivered; whether by Miss Cook or the notary or by Mr. Smith.

By the CHAIRMAN:

Q. Was this lumber sawed at that mill intended for the Indians solely?—A. It was intended for the Indians to build up their houses and go on with their improvements.

Q. It belonged to the Indians, and was intended for them?—A. Yes, sir; it was supposed to belong to the Indians.

Q. Had any of that lumber been sold by the agent before Mr. Smith commenced selling it?—A. I don't know. I was not in there. I just went in there when Mr. Smith went into that office.

Q. Did the Indians need all that lumber?—A. No, sir; not the first time, because there was but a small number of us, and we did not need it all.

Q. Would it not have been best, then, to sell it and divide the money among the Indians?—A. Yes, sir; that would have been best. If the Indians did not need the lumber, it was best to have it sold and get the proceeds.

Q. You do not know whether the Indians were paid for that or not?—A. I couldn't tell how it was settled.

Q. All you know is, that you heard the Indians complain that they did not receive it?—A. That is what they told me; they always told me it wasn't settled. It might have been settled, but they always complained about it.

Q. Are they still complaining now?—A. Yes, sir; they are still complaining.

Q. They are still complaining that they have not received the proceeds of this lumber that

was sold?—A. Yes, sir; because they had a council in January last, saying that the Commissioner hadn't said anything about the settlement for that lumber. We don't know when we shall get paid for it.

Q. Did you ever have any talk with Agent Smith about this?—A. No, sir.

By Mr. PAGE:

Q. How long have you resided at White Earth reservation?—A. I went there December 14, 1871.

Q. When did Mr. Smith go there first as agent?—A. Mr. Smith went there in the spring. He came there in the Chippewa country.

Q. He was there a year before you went there?—A. No, sir; he came on a visit.

Q. I did not ask you about his coming there on a visit. When did he come there as agent?—A. In 1870.

Q. That was a year before you went there?—A. I say again he was there on a visit.

Q. I ask you when he went there as agent. Will you answer that question?—A. In 1871.

Q. He went as agent in 1871?—A. Yes, sir; in the spring.

Q. Were you intimate with all Mr. Smith's transactions as Indian agent at the White Earth reservation?—A. No, sir.

Q. Do you know anything about his transactions as Indian agent?—A. I know some of them.

Q. What do you know about them?

The WITNESS. On what point?

Mr. PAGE. On any point.

A. I know about the scrip matter.

Q. Do you know anything about anything else?—A. If you will tell me what it is I will answer.

Q. I have asked you if you knew anything about Mr. Smith's transactions as Indian agent at the White Earth reservation, and you say you do; that you know about the scrip matter. What else do you know about his transactions as Indian agent?—A. You want such a short answer that I cannot give it very well.

Q. I do not want a stump-speech or anything of the kind from you. Answer my question or else refuse to do so.—A. I do not refuse to do so. Anything I know I will say.

Q. What other transactions do you know about? You have testified about the scrip.—A. Paying from the store-house—these scrip matters.

Q. Paying what?—A. Paying the goods on cattle or wagons, which we supposed belonged to the Indians.

Q. Paying for cattle out of the store; is that what you mean?—A. Paying goods which we believed belonged to the Indians.

Q. Paying whom?—A. The man that had the scrip.

Q. Had what scrip?—A. The Pembina scrip.

Q. How much scrip did Mr. Smith purchase?—A. I do not know.

Q. Do you know of any?—A. Yes, sir.

Q. State each separate transaction?—A. I know Agans; that scrip was paid by Mr. Smith.

Q. Give me the names of the men from whom Mr. Smith purchased the scrip in each case.

—A. There is a lot of people; he paid out of the store-house Agans.

Q. If you know the names give them, and if you do not, say so.—A. Agans was paid out of the store-house.

Q. Describe who Agans is; is he a half-breed?—A. A half-breed.

Q. Where does he live?—A. At White Earth.

Q. Give the name of another one.—A. J. E. Perault.

Q. What is his address?—A. He is at White Earth.

Q. Is he a half-breed?—A. A Sioux half-breed.

Q. Give us the names of the others.—A. Joe Coverett.

Q. Where does he live and what is he?—A. He lives at White Earth and is a half-breed.

Q. Any others?—A. Joseph Adams.

Q. What is he?—A. He is a half-breed.

Q. Does he live at White Earth?—A. Yes. He is a Pembina half-breed.

Q. Give the others.—A. These are the ones I am certain of; but you will find a great many others.

Q. I want to know the names of all you know.—A. Mesha Keosh, a Red Lake Indian.

Q. He is not dead, is he?—A. No, sir; he is a half-breed Indian, and lives at Red Lake.

Q. Give us the others that you know.—A. Jean Baptiste Pleuff.

Q. What is he?—A. He is a half-breed Pembina, and lives at White Earth.

Q. These are the Indians that simply purchased scrip?—A. Yes, sir; people that he paid out of the store-houses.

Q. I am not asking you anything about what was paid out of the store-house. I ask you to give me the names of the parties from whom Mr. Smith purchased this scrip.—A. I could not answer you that question. I say these are the ones paid out of the store house.



Q. I am on the scrip business now ; I want to know the names of each separate and distinct individual that Mr. Smith purchased scrip from ? Are those the names you have been giving ?—A. Those are the ones that were paid out of the store-house.

Q. I did not ask you that. I asked you about the scrip.—A. I could not give you an answer.

Q. Did Mr. Smith purchase scrip from any gentleman you have named there ? I want to know about the scrip. I have not said anything about the store-house.—A. That is my answer.

Q. That is not the answer to my question.

(The question was read to the witness )

A. I was not present when they made the arrangement.

Q. I am asking you what you know.—A. I could not answer the question. That is too hard for me to answer.

Q. Do you know anybody from whom he purchased scrip ?—A. I do not know only what I have said.

Q. Do you know of any person from whom Mr. Smith purchased scrip ? Do you know, or do you not know ?—A. I do not know.

Q. You do not know of any person ? Is that what you say ?—A. I do not know of any, but I know of parties that were paid from the storehouse. That is all I know.

Mr. WILSHIRE. The question is a perfectly legitimate one. Mr. Page asked you to give the names of the persons who had sold scrip to Mr. Smith. If you know of any persons to whom Mr. Smith paid goods and took scrip in return, that would be an answer to the question.

Mr. PAGE. I do not ask anything of that kind. I want to know specifically, by name, every person that the witness knows sold scrip to Mr. Smith.—A. Those are the names I have given you.

Q. I want to know if Mr. Smith purchased scrip of each one of the persons you have named.—A. No, sir.

Q. Then, I want to know the names of each of the parties from whom he did purchase scrip and the address of each one.—A. I do not know whether he was purchasing for himself or for anybody else.

Q. I have not asked you for that. I have asked you to give me the names.—A. I was not present, and I do not know whether he was purchasing for himself or for others.

Q. I don't care for whom he was purchasing. I want to know from whom he purchased.—A. I do not know of any except what I have stated.

Q. I want to ask you the question again. Give the name and address of any person or persons that you know from whom Mr. Smith purchased scrip.—A. No, sir.

Q. What do you mean by "no, sir ?" Do you know of anybody that he purchased scrip from ?—A. No, sir. I do not know of anybody that he did purchase scrip from, no more than what I stated. I do not understand the question at all. I do not know what you mean.

Q. You have testified in your direct examination that Mr. Smith purchased scrip from certain half-breed Indians. Now I ask you, and it is a very pertinent question—I do not want to mislead you at all—I ask you to give the names to this committee of the person or persons from whom Mr. Smith purchased this scrip. I want to know the names of half-breed Indians, or any one else from whom Mr. Smith purchased this scrip.—A. The only thing that troubles me, sir, is whether the man himself went and got the scrip and gave it to him.

Q. I do not want any stump-speeches from you now. Your mind has been sufficiently refreshed. You have testified positively in your direct examination of scrip purchased by Smith, and I want to know the names of the parties from whom he purchased the scrip.—A. I do not know except what I have stated. They were paid out of the storehouse.

Q. Do you know the names of any persons from whom Mr. Smith purchased any scrip ?—A. No, sir ; I told you no.

Q. You do not know the name of any person from whom Mr. Smith purchased this scrip ? The WITNESS. Purchased this scrip for himself.

Q. Do you know that he purchased this scrip for any person ?—A. No, sir ; that is, I do not understand exactly your question. If I understand, my answer would be again the same as I said before.

Q. I do not care what you said before. Do you know of any person from whom Mr. Smith purchased any scrip ? What do you say to that ?—A. As I said before, I do not know.

By Mr. WILSHIRE :

Q. Was there any scrip purchased by any of the employés of Mr. Smith ?—A. Not that I know of.

By Mr. PAGE :

Q. In your direct examination, in reply to Mr. Wilsbire, when he asked you if you knew of any frauds or wrongs on the part of Mr. Smith, as Indian agent, you stated that the treaty of 1854 provided for the issue of scrip to half-breeds ; that the treaty of 1864 provided that

any Indian who had received scrip under the treaty of 1854 should not be entitled to any additional scrip under the treaty of 1864. Are you familiar with that treaty?—A. No, sir.

Q. How do you know that the treaty provides that?—A. It might have been an order, probably, issued by the Department.

Q. Was there any order of the Department to that effect?—A. I do not know. I suppose there were a good many orders came from there.

Q. I ask you what you know, not what you suppose. You stated in your direct examination that the treaty of 1864 prevented Indians from receiving scrip who had received it under the treaty of 1854.—A. I may have been mistaken in that, because the application reads that no one could receive another scrip after receiving a former scrip.

Q. How do you know the application reads that way?—A. I suppose you can get one here from the Department and see for yourselves.

Q. The question is "how do you know it?"—A. Because I had some myself that were given me.

Q. Have you any now?—A. No, sir; not with me now.

Q. Do you know that the Department issued an order that any half-breed Indian who received scrip under the treaty of 1854 should not receive it under the treaty of 1864?—A. I do not.

Q. You do not know that the treaty prevents it.—A. I thought there was an article on that.

Q. But you were testifying that the treaty did prevent it?—A. Yes, I thought at the time that the treaty did, but it must have been in an order.

Q. You say you do not know that there was any order, and you do not know that it was in the treaty about their being prevented from receiving scrip twice?—A. I do not think that a man that had received scrip once ought to receive another. There would be scrip enough to take up all the Government land if it was that way.

Q. I am not asking what you think. I am asking what the law, and treaty, and orders from the Department provide.—A. I do not know.

Q. You stated that the treaty prevented a man from receiving scrip twice?—A. I supposed so; I may have been mistaken on that.

Q. Article 7, of the treaty of 1864, reads as follows:

"ARTICLE 7. In further consideration of the foregoing cession, it is hereby agreed that the United States shall grant to each male adult half-breed, or mixed blood, who is related by blood to the said Chippewas of the said Red Lake or Pembina bands who has adopted the habits and customs of civilized life, and who is a citizen of the United States, a homestead of one hundred and sixty acres of land, to be selected at his option, within the limits of the tract of country hereby ceded to the United States, on any land not previously occupied by actual settlers or covered by prior grants, the boundaries thereof to be adjusted in conformity with the lines of the official surveys when the same shall be made, and with the laws and regulations of the United States affecting the location and entry of the same: *Provided*, That no scrip shall be issued under the provisions of this article, and no assignments shall be made of any right, title, or interest at law or in equity until a patent shall issue, and no patent shall be issued until due proof of five years' actual residence and cultivation, as required by the act entitled 'An act to secure homesteads on the public domain.' (Treaty proclaimed May 5, 1864, with the Red Lake and Pembina bands of Chippewa Indians; Revision of Treaties, p. 256.)

It would seem from that that there is nothing in the treaty as you thought. You were mistaken the other day about the treaty preventing the issue of scrip the second time.—A. Yes; I must have been mistaken on that, because I did not think we had the right to receive two scrips.

Q. You were mistaken as to that, were you?—A. I must have been mistaken; because I see by the article of the treaty as you read it that a person has a right to draw another scrip.

Q. Do you know anything about the management of Mr. Smith as Indian agent at the White Earth reservation?—A. Some of it.

Q. Was his management satisfactory to the Indians in the main? Of course I do not expect that the Indians would not once in a while find fault, but I want to know how it was in the main; whether in the administration of his affairs as agent he treated them kindly?—A. The first year it was very agreeable to the Indians.

Q. How long was he there?—A. He was there two years and a half.

Q. How was it the second year?—A. The second year they did not like it so well as they did the first year.

Q. How about the last six months?—A. They had a great dispute a day or two before he left to take his place as Commissioner.

Q. I am asking you for your opinion as to whether his administration was satisfactory.

Mr. WILSHIRE. State the general feeling there among the Indians.—A. Not very good the last year.

Mr. PAGE. Was that the last year or the last six months?—A. The last year that he was there.

Q. What was the occasion for any bad feeling among the Indians, so far as the adminis-

tration of Mr. Smith was concerned?—A. He would never agree with them in council what ought to be done, but he would do just what he thought was the proper way to do business. He would not listen to the chiefs.

Q. Do you know of any instances, where Mr. Smith defrauded the Indians out of any moneys or goods belonging to them? If so, state the time and place and who did it.—A. I could not state whether there was any fraud.

Q. You do not understand my question. My question is whether you know of any instances where Mr. Smith defrauded the Indians out of any moneys or goods belonging to them?—A. I know a great many times that the Indians did not get their full due.

Q. My question is a very pertinent one. I want to know if you know any instances where Mr. Smith has defrauded the Indians out of any moneys belonging to them?—A. I say I know a good many cases where they did not get their full due.

Q. What instances can you mention where they did not get their dues?—A. The Chippewas never had but very little of that \$25,000.

Q. How do you know they had not?—A. Mr. Douglass told us in open council that he received but \$6,000 of the agricultural fund, but never received anything out of the \$25,000.

Q. Never received it from whom?—A. From Mr. Smith to be turned over to Mr. Douglass at the time he went away.

Q. Did Mr. Smith receive it?—A. I saw in the appropriation bill that it was appropriated.

Q. Did Mr. Smith receive it?—A. I could not say whether the Government gave it to him or not.

Q. What do you say that \$25,000 was for?—A. For the Pembina Indians.

Q. Were they admitted while Smith was agent?—A. It was done at the time he was agent. The appropriation was made while he was agent.

Q. Do you not know that the last act Mr. Smith did before retiring from the agency was to bring this matter before the council to learn from the Indians whether they would admit this other tribe of Indians upon their reservation or not, and do you not know that the treaty had not been consummated at that time?—A. I know the appropriation was made; that is all I know.

Q. When was the appropriation made?—A. It was made during the starving time of the Indians, and we wanted the money to assist the Indians.

Q. What year was that appropriation made?—A. I think it was in 1873.

Q. Did I not understand you to say that this was an annuity that belonged to another tribe of Indians; that should be transferred to the Chippewas?

The WITNESS. This \$25,000?

Mr. PAGE. Yes.

A. No, sir; this was the Mississippi band. That reservation belongs to the Mississippi band.

Q. What tribe of Indians was admitted?—A. It was to admit the Pembina Indians.

Q. Was not this money due the Pembina Indians, and were not the Chippewas to receive \$25,000 if they would admit the Pembinas to their reservation?—A. The Mississippi band was the one that admitted the Pembina Indians for \$25,000. This money belonged to the Mississippi band, and they were admitting the other band.

Q. Which other band?—A. The Pembina Indians.

Q. Were you to get anything for admitting the Pembinas?—A. Twenty-five thousand dollars was to be given to admit them.

Q. Given from whom?—A. From the Government. They were to purchase the land from them—a township.

Q. Purchase from whom?—A. From the Mississippi band.

Q. What were they going to purchase it with?—A. With an appropriation from the Government, I suppose.

Q. When was this appropriation made?—A. In 1873, I think.

Q. When did Mr. Smith leave there as agent?—A. On the 27th or 28th of December, 1873 or 1874. I do not remember exactly.

Q. When did Mr. Smith resign his agency of the Chippewa band at Red Lake?—A. I do not know when he resigned at the agency.

Q. How long was he Commissioner of Indian Affairs?—A. I do not know.

Q. Did Mr. Smith resign his agency in 1873?—A. I think it was in 1873.

Q. March, 1873, was it not?—A. He left there on the 27th or 28th of March, when he left there as Commissioner.

Q. When did he quit as agent?—A. He told us that he was appointed Commissioner of Indian Affairs when he came up in the spring.

Q. That was in 1873?—A. I think that was in 1873.

Q. At what time was this appropriation made?—A. The same year.

Q. What time?—A. I do not know. It was during the winter; February, probably. It was to assist the Indians at White Earth that were starving at the time that this appropriation was made.

Q. The appropriation was made in February, 1873, and Mr. Smith left there in March?

A. I think it was made in 1873.

Q. When was the appropriation made available by Congress; was it immediately, or at the commencement of the fiscal year?—A. I do not know.

Q. Do you know that Mr. Smith ever received a dollar of this \$25,000?—A. I could not say whether he received any or not. The appropriation was made, but I do not know whether he got it or not.

Q. Do you know whether Mr. Smith ever received a dollar of this \$25,000 appropriation?—A. I do not know whether he received it or not, but the Indians claim it yet.

Q. Do you know of any other fraud committed by Mr. Smith while Indian agent at White Earth except the \$25,000 that he failed to disburse among the Indians, as you say?—A. Merely by hearsay.

Q. I do not want hearsay; I want what you know about it.—A. I could not state positively; I could not state whether he kept back any or not, but when the agent came in open council and told the Indians—

Q. Wait a minute. I want to know what other fraudulent transaction was committed by Mr. Smith other than the \$25,000 transaction that you have just referred to in connection with his business as Indian agent at the White Earth reservation?—A. I do not know of any complaint I can make except what I have stated.

Q. Do you know of any other?—A. I do not know except what I have told you. When the agent tells in open council "I have received so much," and we have not got it, where is that to be found? I am not familiar with the books of the agent so as to know whether he has received that.

Q. I am not asking you for books. You are supposed to give testimony of what you know and not what anybody else knows.—A. I have told you.

Q. Do you know of any other fraudulent transaction on the part of Mr. Smith other than the \$25,000 just testified to by you?—A. I do not know any more than what I have just stated.

Q. Do you know of any other?—A. I tell you I do not, no more than what I have stated.

Q. You speak in your testimony in regard to the agent telling you something in open council. What agent did you refer to?—A. The one I referred to is our present agent.

Q. What is his name?—A. Mr. Stowe.

Q. His name is not brought into question here on cross-examination?—A. You asked me whether there were any other frauds—

Q. You wait now; you are being cross-examined.—A. I want to explain myself, if the committee will allow me to tell you.

(A portion of the immediately preceding testimony was read to the witness.)

Mr. WILSHIRE. Now make any explanation you desire.

The WITNESS. Mr. Stowe told us in open council that there was a division of the \$23,096 appropriated by Congress. Half of that was to go to the Leech Lake Pillagers, and the other half to the Mississippi band. Mr. Stowe told us in open council that he had received a little over \$7,000 out of our share, and the balance he did not get from the Commissioner.

Q. When you say the Commissioner you mean Mr. E. P. Smith?—A. Yes, sir.

By Mr. PAGE:

Q. Did Mr. Smith receive any portion of this money you have been testifying about?

The WITNESS. Which money?

Mr. PAGE. This money you have been testifying about.

A. I do not know whether he received it from the Government.

Q. When was it appropriated by Congress?

A. (After referring to printed paper.) The act was approved June 22, 1874.

Q. Was Mr. Smith Indian agent June 22, 1874?—A. No, sir.

Q. Who was?—A. Mr. Stowe.

Q. How could Mr. Smith receive any part of this money when he was not Indian agent?—A. He was Commissioner.

Mr. PAGE. Ah!

The WITNESS. And then that money was sent to the Indian agent, and I suppose by the order of the Commissioner—

Q. I do not want to know what you suppose. I want to know the fact.

The WITNESS. How do I know about the facts? It was a business transacted by the Department.

Q. Then I understand you to say that Mr. Smith was not agent at the White Earth reservation at the time when this appropriation was made?—A. No, sir.

Q. He was Commissioner?—A. He was Commissioner.

Q. Do you know of any other fraudulent transaction on the part of Mr. Smith in connection with his post as Indian agent at the White Earth reservation, other than that you have just testified to in reference to the \$23,000?—A. Except touching that \$25,000.

Q. I say outside of that.—A. Except my first testimony on the \$25,000.

Q. I say do you know of any other?—A. No, sir; I do not.

Q. Do you know Joseph Coverett?—A. Yes, sir.

Q. What is he?—A. A half-breed.

Q. What is his business?—A. He farms there and chops wood and works for the Government.

Q. Did you ever know of his having any of this land scrip?

The WITNESS. This Pembina scrip?

Mr. PAGE. Yes.

A. He told me so.

Q. Did you ever see it?—A. No, sir.

Q. You do not know whether he had any, only from what he told you?—A. That is all.

Q. Did he tell you anything about the house that he had purchased from Mr. Smith?—  
A. Yes, sir.

Q. Who built that house?—A. A Frenchman that was hired by Mr. Smith.

Q. Who paid for building the house?—A. Those Frenchmen had a contract to build those houses for the agency.

Q. That is not the question I ask you. Who paid for building this house that Joe Coverett purchased from Mr. Smith?—A. I cannot give you a direct answer on that. It was a contract made by this Frenchman with the agent, and I do not know whether the agent paid for it or not. You are putting to me questions I cannot answer exactly.

Q. You did testify that it was paid for out of Government funds?—A. I suppose it was.

Q. I want to know what you know about it.

The WITNESS. Was I there to see whether that Frenchman got his pay or not? You put me a question I cannot answer.

Q. You are here to tell the truth, the whole truth, and nothing but the truth.—A. If a person makes a contract with a man, of course that man gets his pay, but I was not there.

Q. I will repeat my question. Do you know who paid for the erection of this building that Coverett purchased from Mr. Smith?—A. I say again this Frenchman had a contract with the agent to build the house.

Q. Who paid the Frenchman?—A. I do not know.

Q. Do you know whether it was paid for out of Government funds or not?—A. It might have been.

Q. It might have been, I know, but who did pay for it?—A. It might have been paid out of his own pocket.

Q. Do you know how it was paid?—A. No, sir; I do not.

Q. Do you know whether any portion of it was paid out of Government funds?—A. It is supposed—

Q. I am not asking you what is supposed. What do you know about it?—A. I do not know anything, but I suppose the agent paid—

Q. I want to know what you know about it.—A. I was not there to see.

Q. Then you ought not to testify.—A. You are putting questions that I do not understand. If I had been present and watching men all the time, I could answer these questions, but I have not been watching those transactions. We must not be excited too much, Mr. Page, because we live far apart.

Q. You testified the other day that Mr. Coverett paid for the building of the house, partly in cash and partly in scrip. Now, do you know that?—A. The man told me so himself.

Q. Who told you?—A. Coverett.

Q. How much in scrip did he say he paid?—A. Seventy-five dollars.

Q. How much in cash?—A. The balance he told me was in cash.

Q. How much did he tell you he paid for the whole house?—A. I do not know.

Q. You do not know how much in cash was paid, then?—A. No, sir.

Q. You said he paid the balance. What do you mean by that?—A. The man said, "He paid me the balance in cash;" but I do not know how much that was.

Q. What man said that?—A. Coverett we are talking about.

Q. He said what man paid him the balance in cash?—A. Major Smith. Coverett said to me, "Major Smith paid me the balance in cash."

Q. Then Smith bought the house of Coverett, did he?—A. Coverett, I said, told me that the balance was paid by Mr. Smith.

Q. Then Smith bought the house of Coverett; is that it? Smith paid Coverett the value of the balance of his scrip in cash?—A. In cash—the balance out of \$75.

Q. Did Coverett tell you that Smith paid Coverett?—A. No, sir; you misunderstand me. Coverett told me that he had the balance from Mr. Smith in cash.

Q. How much was the scrip worth?—A. I do not know how much they sell it at; but he told me he paid \$75 for the house.

Q. And then Smith paid him the balance of the value of this scrip in cash; is that it?—A. I have told you several times. I do not know whether you are deaf or whether I am, but I will tell you over again. Joseph Coverett drew the second scrip under the Pembina treaty, and he bought a house from Major Smith.

Q. Who is Major Smith?—A. He was the agent. We call the agent major. Then he paid \$75 for that building and gave his scrip on it, and the balance Major Smith paid him.

Q. All you know about it is what Coverett told you?—A. Yes.

Q. Who is Agans?—A. He is a half-breed.

Q. What does he do?—A. Farming and hunting.

Q. What did Agans tell you?—A. He told me that he was sent to go to the office to make an application for his scrip.

Q. Did he make that application?—A. Yes, sir.

Q. You testified the other day that you furnished Commissioner Walker, of the Indian Bureau, with a list.—A. A list of those that were entitled under the treaty of 1854.

Q. Afterward it turns out to be a fact that those who received their scrip in 1854 were entitled to it again in 1864, under the treaty, does it?

The WITNESS. Under the Pembina treaty?

Mr. PAGE. Yes; under the Chippewa treaty I have read.

A. I did not say so. I said I did not believe they were entitled to have another scrip.

Q. You testified the other day about the grasshopper plague up there. What did Smith do to relieve the Indians from the ravages made by the grasshoppers, if anything?—A. He let us starve, with a store-house full of flour and pork.

Q. Were there any starved to death?—A. No, sir; none died; but they suffered a great deal.

Q. You testified the other day that you and your nephew, John Beaulieu, volunteered to furnish some provisions, flour, &c. Where did you get this flour that you were so lavish with among the Indians?—A. I specified that John Beaulieu had his share and that I did not have enough of mine. I borrowed it from Mr. Cunningham, who was left in charge by Mr. Smith.

Q. He was Major Smith's agent, left in charge, and loaned you provisions to keep the Indians from starving?—A. Yes, sir.

Q. He did not refuse to let the Indians have provisions, and so starve them to death; you did not mean that, did you?—A. I mean that he let me have, but he refused the Indians.

Q. You borrowed it of him?—A. Yes; I borrowed it from him. I asked him to sell me some or loan me some; I did not care how I got it, so I did get it.

Q. Did he refuse to sell it to you?—A. No, sir; he said he would lend it to me, because it was a charitable act.

Q. This was the same man that starved the Indians to death up there, was it?—A. He was left there to take care of the store-house.

By the CHAIRMAN:

Q. Did you ever pay that back?—A. Yes, sir; I returned the flour, because they lent it to me.

By Mr. PAGE:

Q. You say you are familiar with the treaty. Is there anything in the treaty that provides that the Indian agent shall withhold these annuities, provisions, &c., whenever, in his judgment, he sees proper to do so?—A. I do not think there is any provision for that. You may find it in the treaty of 1855, but under the treaty of 1865 it is different. The chiefs were the ones that the payments should be made to as they wish to have it.

Q. You stated in your direct examination that you knew of frauds in reference to Indian matters, and then you spoke of Mr. Douglass, in 1874, charging the Government with a yoke of cattle, and taking his pay in scrip.—A. Yes, sir.

Q. From whom did he purchase the cattle?—A. Bostwick Morrison.

Q. What did he pay for them?—A. He paid a yoke of cattle.

Q. I asked you what he paid for the cattle?—A. I am telling you what he got for them.

Q. I am not asking you what he got; I am asking you what he paid.

The WITNESS. For the scrip?

Mr. PAGE. Yes.

A. I do not know.

Q. He bought cattle of Morrison; now what did Mr. Douglass pay Morrison for the cattle?—A. I am telling you he paid the yoke of cattle.

Q. Did he pay a yoke of cattle for a yoke of cattle; you do not understand me?—A. He got scrip, and Douglass gave him a yoke of cattle. Douglass bought the scrip.

Q. Morrison bought the cattle of him?—A. From Mr. Douglass.

Q. Whose cattle were they?—A. We supposed they belonged to the Indian farm.

Q. To whose farm?—A. The Government farm. It is called that, but it is the Indian farm. All the cattle and horses are left there.

Q. To whom did the cattle belong?—A. We supposed they belonged to the Indians or the Government.

Q. Which did they belong to, the Indians or the Government?—A. The Government makes the appropriation, and with the money appropriated we buy cattle, and they are left there on the farm.

Q. They belonged to the Indians; did they not?—A. They belonged to the Indians.

Q. What did Mr. Douglass do with those cattle?

The WITNESS. After he delivered them?

Mr. PAGE. No. What did he do with the cattle?—A. He sold them to Morrison.

Q. What did he get for them?—A. I do not know how much he got for them.

Q. What did Morrison pay Douglass, money or scrip?—A. He gave him scrip.

Q. How much scrip?—A. He gave him one scrip, and he got a yoke of cattle and something else; but now let me tell you those cattle were marked on the issuing book, "issued,"

afterward, showing that that scrip was taken, and the Government gave a yoke of cattle for it, off of the Government farm.

Q. Was the scrip issued and in whose name was the scrip issued by Mr. Douglass?—A. Morrison's scrip.

Q. Who is Morrison?—A. He is a half-breed.

Q. Where does Bostwick Morrison live?—A. At White Earth.

Q. He gave Mr. Douglass some scrip for the yoke of cattle?—A. A scrip; yes, sir.

Q. And he got something else besides?—A. He got something besides out of the store-house.

Q. In whose name was this scrip issued?—A. It was in Morrison's name.

Q. Did you see him pay the scrip?—A. I saw him give the scrip to Mr. Douglass. I was interpreting there at the time.

Q. What was said in this cattle transaction by both parties, Douglass and Morrison?—A. The man first wanted a wagon and yoke of cattle for the scrip; so Mr. Douglass took the scrip and told him he would try to get the cattle and wagon for him; so the man left it in his hands; Douglass took the scrip and the papers that were attached to it.

Q. A kind of power of attorney?—A. Yes, sir; a power of attorney to go along with the scrip, so that the man who bought it would be secure.

Q. Did Morrison buy these cattle of Douglass, or did he deposit the scrip with Douglass for sale?—A. First he gave the scrip to Mr. Douglass to get a yoke of cattle for him; and during the winter he sold the scrip to Douglass, as the man told me, and got a yoke of cattle; but Mr. Douglass marked the cattle "issued" in the book. I notified Mr. Daniels to look into the matter when he came to investigate. He was inspector there.

Q. Was there anything in the treaty that directed that the Government should furnish these half-breed Indians with cattle to break ground, &c.?—A. Under the treaty of 1867, all those that were to go in with the Indians would be looked upon as Indians.

Q. Was there any provision in the treaty that the Government should furnish a certain number of work-cattle and agricultural implements?—A. Under the treaty of 1867 there was a provision made for that.

Q. By which the Government was to furnish them a certain number of yokes of cattle and agricultural implements?—A. Yes, sir; \$1,500 every year for ten years; but that has run out now.

Q. Did Mr. Douglass purchase or sell these cattle to Morrison, or did he loan them to Morrison?—A. The man told me that he purchased them.

Q. Who told you?—A. Morrison.

Q. What did Douglass say? You were there as interpreter. What was the understanding?—A. That was the understanding at first—that he took the scrip to get a yoke of cattle from some settlers; but during the winter he gave him a yoke of cattle, and told him that was for the same purpose, and also gave him some other things out of the store-house.

Q. Was that at the same time you were interpreter?—A. That was the scrip that I was interpreting.

Q. Was this the same time?—A. No, sir; that was not the same time; that was a month or two afterward.

Q. What I want to get at is, what was the understanding when you were acting as interpreter?—A. The understanding was that this man gave the scrip to Mr. Douglass to sell for him to get a wagon and yoke of cattle. Two months afterward the man says: "I sold my scrip for the cattle."

Q. Morrison told you?—A. Yes; that he sold it to Mr. Douglass for a yoke of cattle and for something out of the store-house.

Q. Did Morrison keep these same cattle?—A. Yes, sir; he kept them.

Q. Has he them now?—A. One of them was drowned last fall. He has but one now.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., March 30, 1876.

Continuation of testimony of C. H. BEAULIEU.

By the CHAIRMAN :

Question. You spoke yesterday in your cross-examination about what is called the Otter-Tail appropriation, and another appropriation for the Pembinas?—Answer. Yes, sir.

Q. State what those appropriations were for.—A. The appropriation before was for admitting the Otter-Tail Indians, \$25,000.

Q. To whom was that to be paid?—A. To be paid to the Mississippi band, those that were living on the White Earth reservation. It was not to be paid in cash. It was to go on agricultural implements, and for farming and getting cattle.

Q. What was the amount of the appropriation?—A. Twenty-five thousand dollars.

- Q. That was for the Mississippi band?—A. The Otter-Tail band.
- Q. What was the other appropriation?—A. Twenty-five thousand dollars.
- Q. For what?—A. Admitting the Pembina Indians; giving them a township.
- Q. And that was paid to whom?—A. The Mississippi band also; because the Mississippi band owned that reservation.
- Q. You stated that the agent, Mr. Stowe, told you that he had received only so much of that appropriation.—A. That was not out of that appropriation; it was another sum that was due to the Pillagers and the Mississippi band; that was appropriated. We do not know where this sum came from. We do not know whether the Government owes us anything, but it was appropriated.
- Q. Anything besides the \$50,000?—A. Besides the two sums of \$25,000 each. This last amount was appropriated from the Government, but we do not know whether it was due to us or not; it was not under treaty stipulation.
- Q. What was the last amount?—A. \$23,096, to be divided into two parts.
- Q. Do you mean by that that you had \$73,000 in all, appropriated to you by the Government?—A. More than that. In 1872, I think there was a re-appropriation of \$56,000 that went to that agent.
- Q. What was the object of this \$23,000 you speak of?—A. I do not know.
- Q. Which sum did the agent have reference to when he said he had only received so much?—A. That was the sum, \$23,000.
- Q. How much have you received of that?—A. A little over \$7,000.
- Q. What about the other appropriation of \$25,000; had they received all of that?—A. I do not know whether they received it all, because it was in work and in various ways; some in provision and some for work.
- Q. They claim that amount, \$25,000, for admitting the Pembinas?—A. They claim the \$25,000.
- Q. They say they have not received the \$25,000?—A. Yes.
- Q. Do they admit that they have received all but the \$25,000?—A. Twenty-five thousand dollars for admitting the Pembinas.
- Q. They have received the \$25,000 for admitting the Otter-Tails?—A. Yes, sir.
- Q. Do you know when that last \$25,000 for admitting the Pembinas was appropriated?—A. It is in the appropriation bill.
- Q. What year?—A. It was approved June 22, 1874. The Indians claimed the whole of that appropriation for the Pembinas, but I suppose there was nothing paid to them.
- Q. Is not that the \$25,000 you speak of for admitting the Pembinas?—A. There was \$25,000 for them, and \$25,000 for the Otter Tails previous to that. They have never received that for the Pembinas.
- Q. That appropriation was approved March 3, 1873?—A. Yes; but this is only the \$23,000.
- Q. This \$23,000 was appropriated in 1874?—A. Yes.
- Q. Then, if I understand you, the Indians say that they have never received the \$25,000 for admitting the Pembinas?—A. Yes, sir.
- Q. But they only received about \$6,000 out of the \$23,000 appropriated for their civilization?—A. Seven thousand dollars out of the \$11,548. That \$23,096 was divided between two tribes. Each of us has half. The agent told us that he received a little over \$7,000 out of our share.
- Q. How much was paid the other tribe?—A. I do not know how much it was; that was another agency.
- Q. What was your share?—A. Half of \$23,096, which would be \$11,548.
- Q. You spoke yesterday of certain Indians, that were mentioned, having received pay out of the Government storehouse. Pay for what?—A. Pay for the scrip.
- Q. How do you know that was paid for the scrip?—A. One of them made his application before me. I was the interpreter, and he has got his pay from Major Smith, or rather from the clerk there, Miss Cook; they were, I suppose, from the Government storehouse.
- Q. Did you hear of any of these persons you mentioned yesterday as having received their pay out of the Government storehouse, receiving their pay in goods for scrip?—A. Some had \$200 in money, and others small amounts—\$20 or \$30—and the balance was paid out of the storehouse.
- Q. Who paid the money to them?—A. It came out from the office.
- Q. Upon whose order were those goods paid?—A. I could not say whether it was from the agent or not.
- Q. Are you speaking of your own knowledge about this, or are you speaking from what the Indians told you, about the exchange of goods for scrip?—A. I know of those that I was present with.
- Q. And others?—A. And others were what they got themselves—this yoke of cattle for scrip—and those people can be subpoenaed, and they will all come—any amount you want. They can certify for themselves.
- Q. You were asked yesterday if they were entitled to two scrips under the treaty of 1854 and under the treaty of 1864, and you said you thought not.—A. I thought not, because there must have been an order from the Secretary of the Interior or the Commissioner of



Indian Affairs that no one ought to receive another scrip after receiving one under the treaty of 1854, because it would have given all the Lake Superior half-breeds another chance to come in. There would have been scrip enough to cover all the land that the Government was buying from the Indians, if we had received two scrips. I think the order must have been given to prohibit those that had received scrip formerly, under the treaty of 1854, receiving any more under the treaty of 1864.

Q. Did I understand you to say that the form of application for this scrip requires you expressly to swear that you had received no scrip?—A. Yes, sir.

Q. Where did that form come from; was it a printed form?—A. It was printed.

Q. Furnished by whom?—A. I do not know by whom it was furnished. All the notaries had them who took scrip.

Q. That application had to be signed?—A. Yes, sir; before witnesses.

Q. And qualified to?—A. And qualified to and certified by the agent afterward.

Q. That they had received no scrip before that time?—A. Yes, sir; that he had received no scrip.

Q. No scrip under the treaty of 1854 or under the law of 1864, or does it say anything about that?—A. Some of the applications say that the applicant has not received anything under the treaty of 1854, and others that he has not received any scrip at all under any treaties.

Q. Do they use different forms in making out the applications?—A. Yes, sir; some have a few words different. I suppose every notary had his own form made out according to the way he understood the treaty.

Q. I understand some forms said that the applicant had received no scrip in 1854, and others that he had not received any at all?—A. Yes, sir; that is correct.

By Mr. PAGE :

Q. Did you ever receive any scrip?—A. Yes, sir.

Q. What did you do with it?—A. I sold it.

Q. To whom?—A. Cronan, Hertsall & Sears, a large firm in New York.

Q. Did you ever sell any scrip for anybody else?—A. Yes, sir.

Q. Did you ever buy any scrip?—A. No, sir; I did not buy any for myself.

Q. Did you ever buy it for anybody else?—A. Yes, sir.

Q. Whom?—A. Isaac Van Netten.

Q. Who is he?—A. He was a lawyer at Saint Paul, but is dead now.

Q. Did you buy any scrip for anybody else?—A. No, sir; for nobody else except those that I agreed to. I sold some for other parties.

Q. To whom did you sell?—A. The same men.

Q. All of them?—A. Yes.

Q. How much did you sell to them?—A. I think it was four or five; I don't remember.

Q. Did you get any percentage for selling it?—A. No, sir; I was selling it for my sisters and brothers, and my niece. I got \$200 for each 80 acres.

Q. This scrip was all issued in pursuance of treaty and law, was it?—A. Under the treaty of 1854.

Q. It was all issued in accordance with law, was it?—A. Yes; as far as I know. That is, we were entitled to scrip under the treaty of 1854—all those that were related to the tribe.

Q. All those who received the scrip were entitled to it under the law, were they?—A. I do not know that they were.

Q. Do you know of anybody receiving it who was not entitled to it?—A. I heard there was a great many.

Q. Do you know anything about it?—A. I heard so; according to my knowledge I believe there was.

Q. Who did you hear had received scrip that was not entitled to it?—A. Almost every one of those that were getting scrip for the Lake Superior band.

Q. I want to know if you know of any scrip being issued contrary to law?—A. On the treaties of 1854 and 1864—

Q. Wait. Let me ask you this question. You have been talking about treaties and one thing and another, and have been giving this committee your judgment on the questions of treaty and law; now I want to know whether there was any scrip issued in violation of law?—A. Yes, sir.

Q. To whom?—A. To this Agaas Morrison; I think that was a violation of law for him to get two scrips.

Q. What act did he violate?—A. I do not know that there is any act about it.

Q. You said it was in violation of law; what law did it violate?—A. I do not know exactly that it is the law—

Q. Just answer my question. I must have an answer.—A. I have not studied the law. I will answer the question this way: I presume it is.

Q. Will you be quiet and allow me to ask this question or will you examine me for a while?—A. I shall answer according to what I know; I don't wish to tell any lies when I am under oath.

Q. I want to know if you know of any scrip that was issued in violation of law?—A. I do not know that it was a violation of any particular one; I could not tell you.

Q. Do you know of any scrip being issued that violated any law?—A. In my opinion, I think so; but I cannot tell you whether there was a law about it or not.

Q. Do you know of any law that prevented the issuing of this scrip?—A. I do not know of any law in regard to it.

Q. You do not know anything about it, whether it was legally issued or not, do you?—A. No, sir; I do not know in regard to the law.

Q. Do you know that these Indians did not receive all the money appropriated by Congress by way of annuities and for other purposes, say since 1870? Do you know of appropriations by Congress that have not been expended for the uses and purposes for which the money was appropriated?—A. I, for one.

Q. I asked you if you knew of any money having been expended for purposes for which it was not appropriated?—A. I do know.

Q. What money?—A. My annuity money.

Q. How much were you entitled to?—A. Sometimes six and sometimes ten.

Q. Sometimes six and sometimes ten what?—A. \$10 in cash.

Q. Did you ever get it?—A. Sometimes I got it, and sometimes I did not.

Q. What times did you not get it?—A. The time I was not living with the Indians.

Q. Did you get it when you were living with the Indians?—A. Not all the time.

Q. What time did you not get it?—A. This year I did not get it.

Q. Why?—A. I only got part of it.

Q. How are those annuities paid—at the discretion of the Indian agent?—A. Under orders of the Commissioner of Indian Affairs.

Q. At such times as he sees proper?—A. Yes, sir.

Q. You have been asked for your opinion several times; I will ask you for your opinion now. Do you think Mr. Smith's accounts will show whether he has received all this money or not, and whether he has paid it out?

The WITNESS. You are asking my opinion.

Mr. PAGE. Yes; I want your opinion now.

A. In his office his books will show.

Q. You think that if he was paid any money from the Treasury of the United States for the Indians, the Treasury would have required his receipt for it?—A. They ought to.

Q. And when he settles up they will require vouchers for all the moneys paid out?—A. Yes, sir; vouchers for all the moneys paid out.

Q. You testified about Miss Cook going up to White Earth for vouchers. How do you know that she went up there for that purpose?—A. I was present when she presented her pen for them to sign vouchers.

Q. What year was that?—A. That was the year that Major Douglass closed up, in the spring of 1874.

Q. In whose behalf was she taking vouchers—for Mr. Douglass?—A. I could not tell you in whose behalf.

Q. How many vouchers did she take?—A. I could not tell how many she got.

Q. Did she take any?—A. I know that there were some signed in my presence.

Q. Give us the name.—A. Pleuff.

Q. For how much?—A. I do not know how much it was. I merely passed there and read it and saw him sign the vouchers.

Q. Who else signed?—A. I could not tell you who signed, but you will find a great many.

Q. I am asking what you know about it. Who else signed that you know?—A. That is the only one I saw sign.

Q. What was the amount?—A. I told you I did not know the amount.

Q. You do not know what it was for?—A. It was a voucher. That is all I know.

Q. Did you ever consult with any one about what you were going to testify to before you came here?—A. No, sir; I never consulted anybody, not even my children. They did not know my idea.

Q. You never consulted with anybody about this?—A. No, sir; I am not a man like that.

Q. Did you ever receive any written instructions from anybody in Minnesota about the testimony you would give before this committee?—A. No, sir; never.

Q. Did you ever receive any paper from Senator Rice of Minnesota in reference to your testimony here?—A. No, sir.

Q. Did he send you any statistics calling your attention to certain matters to testify to here?—A. No, sir; I keep a note of everything that is going on.

Q. Have you a paper in your possession now, signed by Senator Rice?

The WITNESS. Have I a paper signed by Senator Rice?

Q. Have you a paper furnished by him?—A. No, sir; not that I know of. I have a private letter of introduction to other parties, if you wish to see that.

Q. To introduce you to whom?—A. To Hon. Henry E. Payne, of Ohio.

Q. Did he furnish you an itemized statement in reference to lumber sold at the mill on the White Earth reservation?—A. Yes, sir.

Q. You testified a little while ago that you did not have any memorandum.—A. His name is not in there.

Q. I asked you if you had any statement furnished by Senator Rice?—A. With his name on it—that is the way I understood it.

Q. Have you a statement from him?—A. I have handed it over to some member of this committee.

Q. When was that furnished to you?—A. As I came down from Saint Paul.

Q. Did you call for it?—A. No, sir.

Q. Who gave it to you?—A. He happened to have it in his hand, or it was there, and he says, "Here is a paper; I do not know how I came to have it here." That is what he said.

Q. What did he give it to you for?—A. I do not know, because I could not say.

Q. Did you have any talk with him?—A. Not a word was said.

Q. He just handed you the paper?—A. He merely said, "Here is a paper; I do not know how I came to have it."

Q. What did he tell you to do with it?—A. Nothing at all.

Q. He just accidentally discovered that paper and handed it to you, and nothing was said?—A. Not a word was said.

Q. When were you subpoenaed before this committee?—A. I started on the 8th of March.

Q. How long before you came down were you subpoenaed?—A. I was notified that there was a subpoena for me at Saint Paul, and to come down.

Q. Who notified you?—A. Mr. Rice notified me.

Q. What made Mr. Rice notify you; do you know?—A. No, sir; it was probably to avoid expense, because the sheriff came for me.

Q. You have been testifying about some lumber that was sold from the saw-mill?—A. I said in my testimony that I was aware of some.

Q. Do you know why the saw-mill was erected at White Earth?—A. It was under the treaty stipulation for the Chippewas of Mississippi.

Q. For what purpose?—A. For the Chippewas of Mississippi.

Q. To saw the lumber for them exclusively?—A. Yes, sir; they were to have a mill there to saw lumber for their use, to promote their civilization.

Q. And not for anybody else?—A. It did not say so in the treaty.

Q. They did sell lumber to other parties, did they?—A. I know of one that bought it.

Q. How much?—A. I do not know how much he bought.

Q. About how much?—A. I saw him haul five or six loads, and he had sometimes pretty nearly a thousand feet to a load when it was dry, but when it was green he could not put on more than 500 feet.

Q. How many loads did he take away?—A. I know of four or five loads that he passed the store with where he used to stop.

Q. What was the name of the party?—A. Wilson.

Q. What is Wilson's business?—A. Keeping a hotel, at Detroit.

Q. What did he do with this lumber?—A. He was building that hotel.

Q. Do you know that he purchased the lumber from Mr. Smith or the Indians?—A. From Mr. Smith.

Q. Had the Indians any right to sell lumber?—A. I do not think they had a right themselves.

Q. Has the agent any discretionary powers in regard to selling lumber?—A. They have to see the agent if they want lumber.

Q. If the agent says to sell it, it is all right?—A. Yes, sir.

Q. Did the Indians complain because he sold this man some lumber?—A. Yes, sir.

Q. What Indians complained?—A. The chiefs.

Q. Who were they?—A. Wah-bon-o-quet.

Q. What did the agent say to him when he made his complaint?—A. They complained that they did not get any pay—"What have you done with the money for the lumber you sold?"

Q. What did the agent say?—A. He said he had not settled with them yet.

Q. Do you know whether he did settle with them or not?—A. No, sir; I do not.

Q. You do not know whether the money was ever paid or not?—A. I cannot tell.

Q. You said if the Indians wanted to sell any lumber they would apply to the agent?—A. They had no right to sell it without the knowledge of the agent.

Q. They could sell it if the agent gave them the authority?—A. Yes, they had the right to sell it if he gave them authority.

Q. Do you know of any fraudulent transactions on the part of Mr. Smith, other than what you have testified to?—A. No, sir.

Q. On the part of Mr. Douglass?—A. No more than what I have testified to.

Q. Indians, as a general thing, seldom complain about their treatment and their annuities, do they?—A. Yes, sir; they do complain.

Q. Is it a characteristic of the Indian people to complain?—A. Generally so.

Q. No matter how well treated they are?—A. You will always find somebody to complain.

Q. Do you know of any money appropriated by Congress for the tribes that you have mentioned in your testimony that were not used for the purposes for which they were appropriated?—A. Except what I gave in my testimony in regard to the scrip.

Q. Do you know of any money appropriated by Congress for annuities or for any other purpose for the benefit of those Indians that was not used for the purposes for which it was appropriated?—A. No, sir; no more than what I have stated.

Q. As a general thing, have you been on good terms with the Indian agents up there?—A. Yes, sir; always.

Q. What is your feeling toward Commissioner E. P. Smith?—A. Very good. I have always been friendly, and to this present time I am friendly. His action with the Indians is the only thing, and I have written him on that subject.

Q. Are you friendly with him now?—A. I am just as friendly as I was before. I have no hard feeling toward him; none whatever.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., March 30, 1876.*

J. E. BARROW sworn and examined.

By Mr. WILSHIRE:

Question. State your age, residence, and occupation.—Answer. I am fifty-two years of age. I reside in New York. I am in the commission business.

Q. I will ask you if you have ever had anything to do with furnishing or transporting supplies for the Indian Bureau.—A. I have, not in furnishing, but I have been bidding for several years.

Q. Upon transportation?—A. No, sir; I have been bidding on contracts, but have been unsuccessful.

Q. You understand the nature of this investigation, do you?—A. Yes, sir.

Q. Please state anything you know in regard to the management of Indian affairs, or of any frauds, within your knowledge, committed by any officer, agent, employé, or contractor of the Government.

In answer to this question, the witness read from a written statement as follows:

“In July of 1874, Mr. L. Zeckendorf, of Tucson, Ariz., John Hughes, of Denver, and myself were bidders in the name of Mr. Zeckendorf for furnishing beef-cattle to the different Indians on the reservations in Arizona, the amount in the aggregate being about six or seven millions of pounds. When the bids were opened at the Interior Department by Mr. E. P. Smith, Commissioner of Indian Affairs, our bid was found to be the lowest, and we, of course, expected to be awarded the contract, having fully complied with all the requirements inviting proposals. The checks accompanying our bid were duly certified by New York national banks, and amounted to over \$12,000. We discovered the day after the proposals were opened that Mr. D. W. C. Wheeler, Mr. J. W. Bosler, and Mr. Len. Smith had two or three bids, one in the name of Trainer, of Texas, which was the next bid above ours, and one in the name of Len. Smith, the third or fourth bid above ours. Mr. Zeckendorf demanded the contract in strong terms of Mr. Smith, the Commissioner of Indian Affairs, but was refused without any cause, and the contract awarded to Mr. Len. Smith, in the interest of Messrs. Bosler & Wheeler, making a difference of some \$30,000 or \$40,000 between our bid and Mr. Smith's.”

Q. Were any of the proposals made by Wheeler, Bosler, and Smith in their names or in the names of other persons?—A. They were made in Smith's and Trainer's names.

Q. Were Wheeler, Bosler, and Smith interested in the contract?—A. That was the understanding. They seemed to manage the thing all together. I presume they were, although it was in Smith's name.

Q. Were you here at the time?—A. Yes, sir.

Q. Were those gentlemen here also?—A. Mr. Bosler, Mr. Wheeler, Mr. Smith, Mr. Trainer, and myself were here.

Q. Where do Smith and Trainer live?—A. Trainer lived in Texas at that time, and Smith lived in Leavenworth, Kans.

Q. What was the difference between the bids of those who received the contract and yours?—A. Between \$30,000 and \$40,000. It was estimated in the aggregate.

Q. In making the proposal, was it for each post separately?—A. Yes, sir.

Q. Did they invite bids separately or collectively?—A. Separately. We bid on the whole of them.

Q. Did the proposals invite bids for them all in the aggregate or separately?—A. Both ways.

Q. How was your bid put in—separately?—A. Mrs. Zeckendorf, John Hughes, and my

self were bidders, in the name of Mr. Zeckendorf, for furnishing beef to the different posts in Arizona, naming each one.

Q. And the prices differed according to the posts?—A. Yes, sir.

Q. What reason, if any, did Mr. Smith assign for not awarding the contract to you, who claimed to have been the lowest bidder?—A. Nothing at all.

Q. Did you ever have any conversation with him afterward, to find out why he did not?—A. Mr. Zeckendorf did. He demanded the contract from Mr. Smith, and pretty severe language ensued between him and Smith, and Smith ordered him out of the room.

Q. Do you know of any connivance between Smith and those successful bidders, by which they were to have the contract awarded to them?—A. I do not know that I know of anything, only it was generally understood that they were the ring members of the Indian Department—Mr. Wheeler, Mr. Bosler, and Len. Smith.

Q. What kind of an understanding was it; what was its nature? You say it was a general understanding; was it generally understood by all persons who were having anything to do with the Department in regard to bids?—A. Yes, sir; in fact, they had been the successful bidders for a long time.

By Mr. PAGE:

Q. Give the names of those parties you allude to.—A. D. W. C. Wheeler, J. W. Bosler, and Len. Smith, besides other parties at the time of this special contract I allude to.

By Mr. WILSHIRE:

Q. Are you acquainted with the Smith you refer to, the bidder Smith?—A. Yes, I have known him fifteen years.

Q. Do you know whether he is related to Commissioner E. P. Smith?—A. No, sir; I do not think he is any relation of Mr. E. P. Smith at all.

Q. Is this bidder Smith, that you refer to, commonly known as Len. Smith?—A. The same man. Mr. D. W. C. Wheeler is commonly known as Clint. Wheeler.

Q. Have you stated every matter in connection with that beef contract that you know?—A. We found out we could not get the contract, and Mr. Zeckendorf went to New York and negotiated with Mr. Bosler for a certain sum of money.

Q. Was Mr. Hughes one of your partners?—A. Yes; Mr. Hughes, Mr. Zeckendorf, and myself were concerned in bidding on this contract.

Q. What was the object of that payment?—A. I presume it was after Hughes found out that we could not get the contract. He had been here from Denver for some time, and had been at some considerable expense.

Q. The contracts were awarded to Smith, as I understand?—A. Mr. Smith was awarded the contract individually.

Q. The whole contract?—A. Yes, sir; in fact, Mr. Wheeler told me in the hotel, after the contracts were opened, that we could not have it upon any terms.

Q. Was that after or before the bids were opened?—A. It was after they were opened, and after our bid was found to be the lowest.

Q. What did he say in that connection?—A. That is all he told me at the hotel—that we could not have it. Mr. Hughes and Wheeler and Bosler had a conversation up stairs on the subject, and he came down in the hall.

Q. Did you and Hughes have any conversation in regard to this sum of money that was paid to Bosler by Hughes?—A. Yes, sir.

Q. Prior to the arrangement?—A. Yes; Mr. Zeckendorf had been offered a certain sum of money, and he would not receive it at all.

Q. What was the amount of money?—A. Mr. Hughes received a check for \$3,000 from Mr. Bosler.

Q. Mr. Bosler gave his check for \$3,000 upon whom?—A. Kountze Brothers, in New York.

Q. Was that check paid?—A. Yes; I drew the money myself. The check was given to Hughes by Smith, but it was Mr. Bosler's individual check upon Kountze Brothers in New York.

Q. State fully what the object was, of that money transaction.—A. It was to keep Hughes quiet, and from making any noise about the transaction. He had been bidding on contracts for a number of years and filling them.

Q. Had he been a contractor previously?—A. Yes, sir.

Q. For what purpose, Army or Indian supplies?—A. Indian supplies.

Q. Had he always performed his contract?—A. Yes, sir.

By Mr. PAGE:

Q. Was Bosler a partner of Len. Smith?—A. I presume he was, but it was not so stated in the bid. That was the general understanding.

By Mr. WILSHIRE:

Q. I understand you that Smith was the bidder that received the contract; that in order to quiet your firm, who were objecting to the manner in which the contract was awarded, you consented to receive \$3,000, and that Mr. Smith paid your firm \$3,000 by a check of Bosler, upon Kountze Brothers, New York?—A. That is correct.

Q. Have you a statement prepared in regard to some transportation contracts?—A. Yes; I was the lowest bidder for two years.

Q. Do you desire to make that statement part of your testimony?—A. Yes; I bid in 1873 on a contract from Cheyenne to Red Cloud agency. That matter was investigated two years ago. Mr. McCann was the successful bidder. It was investigated but not finished. Another gentleman and myself were the cause of getting up that investigation. We were treated badly, we thought, and wanted some satisfaction. It was an investigation of those transportation contracts, and flour and cattle contracts.

Q. It was an investigation by the Committee on Indian Affairs of the House of Representatives?—A. Yes, sir.

The witness then read the following statement: "In 1874 I bid on the contract for transportation of Indian supplies from Cheyenne to Red Cloud agency, and although being the lowest bidder, the contract was awarded to D. J. McCann, at figures largely in excess of mine. Although the advertisements for proposals stated that bids would only be received from Cheyenne, a private arrangement was made by Mr. McCann with Mr. E. P. Smith, that he would accept his bid from Omaha to Red Cloud agency, which he did, putting everybody else out."

The WITNESS. The advertisement called for wagon-transportation from Cheyenne to Red Cloud, and McCann put in a bid for transportation by railroad from Omaha to the agency, which was not advertised at all.

Q. The route from Omaha to Cheyenne, I understand you, was not included in the advertisement?—A. It was only wagon-transportation. The advertisement distinctly stated that no bid would be received unless in strict compliance with the advertisement. Mr. McCann told me himself, after the contract was awarded, that he made that arrangement with E. P. Smith himself.

Q. Then I understand you to say that your bid for the transportation between Cheyenne and Red Cloud was lower than Mr. McCann's bid, to whom it was awarded?—A. Yes, sir. The year before that, 1873, we bid on the same route, and our bid was then lower. Mr. Middleton, who lives here in Washington, and I, were partners, and the bid was in his name; but I was the chief party.

Q. Who got the contract that year?—A. Mr. McCann. He was generally known to be the ring contractor on that route.

Q. Are there any other matters in relation to the general subject of this inquiry that you know, and can state?—A. Nothing, except in regard to these bids and contracts, we being the lowest bidders.

By the CHAIRMAN:

Q. How much lower was your bid on this Arizona contract?—A. Between \$30,000 and \$40,000.

Q. I thought you spoke of a contract in 1873.—A. That was for transportation; that was \$6,000 or \$7,000 lower. We bid prior to that, and were the lowest bidders. That matter was investigated two years ago.

By Mr. PAGE:

Q. Were you a witness before that investigation?—A. No, sir. Mr. Middleton was my partner, and he was here. I was absent, in the West.

Q. Do you know Mr. Dawson?—A. Yes, sir; he lives in New York. I know him only slightly. I have seen him once or twice.

By the CHAIRMAN:

Q. What was the difference in the two routes from Cheyenne to Red Cloud agency by wagon, and from Omaha by railroad?—A. It was five hundred and sixty-eight miles by rail from Omaha to Cheyenne.

Q. What would be the difference in cost of transportation between those two points?—A. I never knew what Mr. McCann paid the railroad for the freight; but I think he got about a dollar and a half per hundredweight from Cheyenne for wagon-transportation. I heard that from men who had carried supplies. It was done in that way, I presume, and the railroad got all the money, instead of paying part of it to the Government. I think the Pacific Railroad pays half the receipts to the Government. In that way Mr. McCann got the freight very low by railroad.

By Mr. WILSHIRE:

Q. The agency is about north of Cheyenne?—A. Northeast.

By Mr. PAGE:

Q. What is the distance from Cheyenne to the agency by wagon?—A. About one hundred and eighty or one hundred and ninety miles. Mr. McCann got pay for two hundred and twenty-five miles. There is some contention about the distance.

Q. Was your bid for transporting goods over the same route?—A. Yes, sir; from Cheyenne to Red Cloud agency.

Q. The other contract that was let was from Omaha?—A. Yes; that was let by Mr. Smith, and was not advertised. He gave him so much from Omaha to Cheyenne, without regard to the railroad at all.

By Mr. WILSHIRE :

Q. You do not know what he was to have from Omaha to the agency, by way of Cheyenne, do you?—A. No, sir; I do not recollect the bid; only the wagon-transportation was \$1.50, I think.

By the CHAIRMAN :

Q. You stated just now that these contracts were advertised for the separate posts in the aggregate?—A. Yes, sir.

Q. You bid on all the posts?—A. All the posts.

Q. Putting each post separately?—A. Yes, sir.

Q. Was that an entire contract? What I mean by that is this: suppose that you had the lowest bid on one post, but your bid was not the lowest bid on the whole.—A. They take the average in that way on all those posts.

Q. Would you have been bound to take one post, when you bid for the whole, putting down prices for each, if one post had been awarded you?—A. We bid, I think, for the whole route.

By Mr. WILSHIRE :

Q. Notwithstanding you bid on the whole route, would you have taken one, if you had been only awarded one?—A. Yes, sir.

By the CHAIRMAN :

Q. Was that so understood by the Commissioner—that you would take any post at that price?—A. Yes, sir. There were one or two posts bid on in that way by Mr. Chisholm.

Q. Did you state how your bid was in the aggregate, whether it was lower than the others?—A. Yes, sir; from a half to three-fourths of a cent lower than the aggregate bid of Mr. Smith.

Q. I understood you to say that your bid was from \$30,000 to \$40,000 less than the bid that was next higher. What I want to know is, was that the difference in your bid on one post, or the difference in your bid on the whole?—A. On the whole of them. There were six or seven bids on the posts, I think.

By Mr. PAGE :

Q. You made a general statement about a general understanding between Wheeler, Bosler, and Smith, and these parties who you testified belonged to the Indian ring. I wish you would explain that.—A. They have been receiving all the contracts for the last four or five years.

Q. Were you ever a contractor?—A. Yes, sir.

Q. Did you belong to a ring on those contracts?—A. No, sir.

Q. Do you base your judgment upon a contractor being in the ring on account of his having been a successful bidder?—A. It is notorious who the ring were.

Q. "Ring" is a general term with all of us. We talk about post-office rings and straw-bid rings, &c. Now, I want to know about this ring you speak of. You stated that there was a general understanding that those parties belonged to the Indian ring?—A. Yes, sir.

Q. Upon what do you predicate that understanding—the fact that they were successful bidders?—A. At the time I was here, in 1874, Wheeler and Bosler bid on that, and seemed to be the principal men around the Department.

Q. Did that constitute them an Indian ring, in your judgment?—A. That can be proven. I am not prepared to say.

Q. Do you know of the existence of any Indian ring?—A. I do; yes, sir.

Q. Who belonged to it?—A. I told you before, Wheeler and Bosler were the principal men.

Q. Will you describe to the committee the nature of that ring?—A. It was to manipulate all these Indian contracts; and it was generally very successful.

Q. When you were a successful contractor, did you belong to a ring?—A. No, sir.

Q. You never did belong to a ring?—A. No, sir.

Q. The bids were submitted by one of your firm?—A. Yes, sir; Mr. Zeckendorf.

Q. Whose duty was it to pass upon the bids?—A. Mr. E. F. Smith, I think, was the only person that passed upon those bids.

Q. Is not that the duty, by law, of the Indian peace commissioners?—A. Yes, sir; but I do not think any of them were there.

Q. They must have been there, were they not?—A. No, sir; I think Mr. Smith, who lives here in Washington, was there probably.

Q. You do not know whether or not the Indian board passed upon the bid, do you?—A. I do not think they did.

Q. Do you know whether they did?—A. No, I do not.

Q. It is made their duty under the law?—A. Yes, sir; I know that they did in every case except that. That was in the summer-time, and I do not think any of them were here. That contract was not advertised, and was not known, except to few; the same as the contract in 1872.

Q. You concluded to take \$3,000 and call it square, did you?—A. Mr. Hughes made the contract.

Q. Were you a sharer in that?—A. Yes, sir.

Q. In your judgment, is that the right kind of a transaction?—A. We proposed to do the best we could after losing the contract.

Q. As you had lost the bid, you thought you would take \$3,000?—A. Mr. Hughes was the man negotiating.

Q. When I say you, I speak of the firm. You do not consider that exactly a legitimate transaction, do you?—A. I do not know whether it is so considered or not. I believe, under the circumstances, there are but very few persons who would not accept the money. When they could not get a whole loaf, they would take a portion; when they were defrauded, as we supposed we were. I do not know as it was exactly a very commendable transaction, but it has generally been done by parties that were aggrieved.

Q. In the contract for the supplies of transportation, your bid was from Cheyenne to the agency, and the bid that was accepted was from Omaha; that included the railroad transportation?—A. Yes, sir.

Q. Did you ever estimate the local rates from Omaha to Cheyenne by rail, and compare them with the amount of the money paid by the Government for transportation to the successful bidder?—A. No, sir; I never did. We did not know anything about it in that way. We bid according to the advertisement.

Q. What year was this?—A. This was in 1874.

Q. Do you remember that, in 1874, the Supreme Court of the United States, in a case against the Government, decided that the Government had no right to withhold any portion of this money for transportation at the expiration of the maturity of the bond of the contractor?—A. I think it has been since 1874 that that decision was made.

Q. You think the transaction was before the decision?—A. Yes, sir; I am satisfied it was.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., April 1, 1876.

Miss EMILY SMITH COOK sworn and examined.

By Mr. PAGE:

Question. Tell you age, residence and occupation.—Answer. I am twenty-eight years of age. I am at the present time residing in Washington. I am a stenographer in an Indian Office.

Q. How long have you held your present position in that Office?—A. I cannot give the exact date, but I have been in that Office since about the 10th of July, 1873.

Q. Where did you reside in the years 1871 to 1873?—A. In 1871 I was in an office in New York, and lived in Brooklyn. I went to the White Earth reservation in April, 1872.

Q. How long did you reside there?—A. I was there from April, 1872, until August, 1873.

Q. What position did you hold at White Earth?—A. I was agency clerk at the White Earth reservation, under Mr. Smith.

Q. State all you know in reference to the management of Indian affairs by Mr. E. P. Smith while you were acting in the capacity of agency clerk.—A. During all the time he was there, his whole aim was to get the Indians into a civilized condition as fast as possible. He had three separate points which are now three separate agencies, and was compelled to distribute himself as much as possible. The funds which he received during that time were very largely spent in either building houses for the Indians and in breaking ground for them, or else in paying them for their own labor for themselves.

Q. Do I understand you to say that while he was agent he performed the duties that are now performed by three separate agents?—A. Yes, sir; and the points he had to visit were several hundred miles apart.

Q. State the names of those three separate agencies into which the agency under Mr. Smith has since been divided.—A. The White Earth agency, the Leech Lake agency, and the Red Lake agency. I ought to say that in saying those points are several hundred miles apart, I mean that the way one had to go to get to those points they were several hundred miles apart; it would not be so in air-lines.

Q. It required several hundred miles of travel to get from one point to the other?—A. Yes, sir.

Q. Do you know anything in reference to Mr. Smith's selling a house to a half-breed by the name of Coverett?—A. I just know part of it, and that is, that I looked over the books and found that he is charged with \$75 for a house.

Q. You looked over Mr. Smith's book and found that Coverett is charged with \$75 for a house?—A. Yes, sir; Mr. Smith spoke to me about it before he went away, but I did not pay particular attention to it. He said that it was a chief's house that Coverett had. The chief's houses are better than the others, and to give an Indian a chief's house would be to



discriminate between him and some other Indian. Coverett is a good fellow, and has a real good wife, and is one of the best workers at the agency. My understanding is (and this is in accordance with all Mr. Smith's usual actions) that Joe wanted this house, and Mr. Smith wanted him to have it, but that it would be discrimination to give it to him right out; so Mr. Smith charged him \$75 on the record, as the record shows. As a matter of fact, he was charged \$75 for the house, and that \$75 was spent for the benefit of the other Indians, as it should have been, and was not vouchered; what I mean is, that that money was not used to help out Mr. Smith's accounts at all.

Q. Now, explain to the committee how this \$75 transaction was; you say that he sold Coverett the house for \$75.—A. Yes, sir; Joe Coverett paid him \$75.

Q. What was done with that \$75?—A. It was expended for the benefit of the Indians, and no account taken of it in Mr. Smith's settlement.

By Mr. WILSHIRE:

Q. Do I understand you to mean by that, that he disbursed the \$75 for the benefit of the Indians the same as other Indian money, or that, in other words, he credited it into the general fund?—A. Yes, sir.

Q. Is that the use he made of it?—A. Yes, sir.

By Mr. PAGE:

Q. And took no vouchers for that; he paid the money and charged it in the general fund?—A. Yes, sir; as if Joe had given him \$75, and Mr. Smith had gone down to Oak Lake and bought \$75 worth of flour, and had given it to the Indians, and no account taken of it anywhere.

Q. And no charge was made to the Government for the amount of money expended, and no credit was given to the Government for the amount received?—A. But it went to the Indians.

Q. Was it entered on his private book?—A. No, sir; on the agency ledger. We kept a ledger account with every Indian. It would not do to have any transactions with an Indian that were not down on his account, so that it was put in just the same as anything else. The whole transaction with Joe Coverett would show on the ledger.

By the CHAIRMAN:

Q. I understand you to say that this \$75 was spent for the benefit of the Indians?—A. Yes, sir.

Q. And that Mr. Smith is charged with it on the book as having received it from Coverett?—A. Yes, sir.

Q. But he never credited himself with it afterward?—A. Not in making his account to the Government.

Q. Do you mean for the committee to understand that he lost that much?—A. It was not lost to him; it did not make any difference to him. The money did not come from the Government; and he was not accountable to the Government for it. He made allowance in the vouchering for that very amount, and left out what he had paid for the Indians to the amount of \$75.

Q. So he did not settle by the accounts in his books; how was that?—A. We have to have vouchers, but we make up our vouchers from our statements. When I made an Indian's account, for instance, Coverett's \$75 for the house, I knew perfectly well that Mr. Smith had not charged it to the Government, and that he had no business to have it entered in his accounts in any way, so that I left that out when I came to that sum.

Q. You did not charge it to him; you paid no attention to it?—A. I put it on the agency book, so as to show the transaction with Coverett.

By Mr. PAGE:

Q. But in making up your vouchers you did not take one for this \$75?—A. No more than if it had not been on the books at all.

By Mr. WILSHIRE:

Q. Your object, I understand from your answers, was in charging him with it on the book to have the books of the Indians show the true condition of their accounts?—A. Yes, sir. We settle with the Indians exactly as we would with the whites, and we had to be very particular, indeed; unless everything showed we could never be able to get a satisfactory settlement with them at all.

By Mr. PAGE:

Q. I want you to state the manner in which the accounts of Mr. Smith, as Indian agent, are settled with the Government. Did he settle from the vouchers or from the ledger? You settled with the vouchers, did you not?—A. We had to have the ledger to do business with the Indians, and the vouchers to do business with the Government.

Q. We want to know how he settled his accounts. Was it by the production of vouchers to the Department?—A. O, yes.

Q. All settled upon vouchers?—A. Always.

By Mr. WILSHIRE:

Q. But your accounts were made up from the books. You kept books of account with the Government?—A. Yes, sir.

Q. And your accounts were made out from the books, and those vouchers were for the purpose of verifying the correctness of the accounts?—A. Vouchers were really the receipts for the amount expended according to our books.

Q. When you went to make up an account or detailed statement, or whatever it may be, did you make that quarterly or monthly, or how?—A. We were supposed to make that quarterly; but there was so much to do that I got behindhand.

Q. You made them the first of every quarter?—A. Yes, sir.

Q. And then you produced vouchers to accompany that account, showing the expenditure of the money?—A. Yes, sir. I take the ledger and see how much that man has received. I put that amount on a voucher, and he receipts for it, and that receipt is what the Government has for Mr. Smith's receipt to-day.

Q. That is the evidence to the Government that he has expended that amount?—A. Yes, sir.

By Mr. PAGE:

Q. Do you know anything in reference to any land-scrip purchased by Mr. Smith of Joe Coverett?—A. Mr. Smith did not purchase any scrip at all that I know anything about. This \$75 which Joe paid for his house came from \$200 which was paid to Joe for his scrip.

Q. Paid Joe by whom? You mean Joe Coverett?—A. Yes, sir; paid to Joe Coverett by the man who bought it, through Mr. Smith's hands.

Q. He purchased this scrip, I understand you, through Mr. Smith?—A. By another man, through Mr. Smith.

Q. Another man purchased it of Coverett, through Mr. Smith?—A. Yes, sir.

Q. And when Mr. Smith was paid for the scrip, he deducted the \$75 for the house?—A. Yes, sir, and gave Joe \$125 in cash.

Q. Do you know anything about Mr. Smith's selling a yoke of cattle to a half-breed by the name of Agaas Morrison, and taking his pay in scrip?—A. No, I do not know about it.

Q. Do you know anything about the management of a saw-mill under Mr. Smith's administration?—A. There was a saw-mill about seven miles from the agency. All I know about it is that there was a miller there who used as much as possible of the Indians' help.

Q. He employed Indians to run the mill?—A. Yes, sir.

Q. While Mr. Smith was agent there, was it under his supervision?—A. It was under his supervision as agent, but not personally; it was so far from the agency that he had very little immediate supervision of it in any way or shape.

Q. Do you know anything about whether there was any lumber sold to any other parties than Indians?—A. Yes, sir; there was quite a large amount. You will see, if you examine Mr. Smith's cash-account, that he has credited the Government with the amount received.

Q. Mr. Smith's account will show that?—A. Yes, sir; in the first quarter of 1873 you will find the White Earth saw-mill credited with one or two thousand dollars. I do not remember the amount exactly, but it is money received from the sale of lumber to parties outside the reservation.

Q. You do not remember the amount?—A. No, sir; I have forgotten it.

Q. I suppose Mr. Smith's accounts will show that?—A. Yes, sir.

Q. Do you know of any lumber being sold by Mr. Smith where the Government was not credited with the entire amount?—A. No, sir; I do not.

Q. Did you go up to the reservation for the purpose of procuring vouchers with which to settle Mr. Smith's accounts?—A. No, sir; I did not.

Q. Did you go up there at all?—A. Yes, sir; and perhaps I had better tell you why I went.

Q. You think you did not go there to settle Mr. Smith's accounts, or to get vouchers for him. Did you go there at his request to settle the accounts of his successor in office?—A. Yes, sir; at Mr. Smith's request.

Q. State what you did.—A. I will have to go back a little, and say that after Mr. Smith left his agency to be Commissioner, (which was in April, 1873,) I staid on until August. I staid on about two months after the new agent came, for the express purpose of showing him how to make up his accounts according to red-tape requirements, and did show him and the clerk, and I nearly made up the first quarter's accounts of Mr. Douglass; then I went on to Washington, and during nearly all the succeeding year not an account came from White Earth. Mr. Smith was satisfied from what Mr. Douglass and his clerks knew about such things that the accounts would never come in, and he said to me two or three times, "I guess you will have to go out to White Earth and tell them how to do it." I did go out in the spring of 1874 for that purpose.

Q. Did you get vouchers for Mr. Douglass for money disbursed by him?—A. Yes, sir; when I went out there in the spring of 1874, I found the accounts exactly where I had left them; I had left the first quarter of Mr. Douglass's accounts nearly made up, and not one thing had been done since that time. Moreover, they had been disbursing money all that

year to the Indians, and had been putting off making up the accounts until it should be more convenient, I suppose. When I went there, I found expenditures for which they had almost no receipts from the Indians. So the first thing I did, among others, as the Indians came into the office, would be to ask them to sign receipts. We would show an Indian what he had been paid, and when he had done the work, and ask him if he would receipt for it. Sometimes he would, and in many instances he would say, "I did the work, and got the money, but I won't receipt for it." I was very much surprised at it, of course. After a while they began to say, "We won't receipt for it, because up at the post"—(up at the post means, largely, Clem. Beaulieu's)—"they tell us not to do it;" and Mr. Douglass was in trouble for fear he would be entirely out in the matter of collecting. Afterward, at a council, the trouble came out. Something was said, and one of the chiefs said, "Mr. Douglass, we are perfectly willing to receipt for you; but when that little girl asks us, we are afraid she is trying to get something for Mr. Smith, and we don't want to receipt for her." Of course, after that, I was not so anxious to get receipts for Mr. Douglass.

Q. They were suspicious that you were trying to get receipts for the year previous, under Mr. Smith's administration?—A. Yes, sir; but I never thought of it until it came out in council.

By Mr. WILSHIRE:

Q. Did you, during this second visit to the agency, obtain any vouchers for the purpose of settling Mr. Smith's accounts?—A. I have no recollection of wanting any when I went out, or of getting any when I was there; and I remember of the feeling of innocence I had at the time that charge was made.

By Mr. PAGE:

Q. You do not recollect of procuring any vouchers?—A. I do not remember of wanting them. I took particular pains in getting those accounts made up before I went to White Earth, because it was necessary it should be done so I should be able to tell Mr. Douglass to what funds his expenditures belonged. I made an approximate estimate before I went out.

Q. Did you take any vouchers for Mr. Douglass for money not actually and honestly expended by him?—A. Not that I know of at all.

Q. You took your statement, I suppose, from his ledger?—A. I took it from his book, and this book was kept, not by myself, but by a previous clerk, whom I know to be entirely reliable.

Q. What was his name?—A. Aleck Smith.

Q. Could you identify his handwriting?—A. O, yes, sir.

(Paper marked "A," in the testimony of C. H. Boileau, exhibited to the witness.)

The WITNESS. That is his handwriting.

Q. He was a clerk for Douglass, and Smith also, was he not?—A. Yes, sir; for Smith about six months, and then he was clerk for Douglass until within a few months, I think, of the time Mr. Douglass left, but he was not a clerk when I went up there. It was a question with Mr. Smith who would be best to send back to White Earth, I or Mr. Aleck Smith. Mr. Aleck Smith had kept the books, and of course knew them better than I did, but I had had more practice in vouchering, and knew the Government requirements better than he did. It was finally decided that I had better go, as it was concluded that I would understand the books probably well enough.

Q. Was there a proposition made in council by which the Pembina band of Indians were to be admitted to the reservation of the Mississippi band, in consideration of which the Mississippi band were to receive \$25,000?—A. I am not quite certain as to the amount of \$25,000, but they were to receive some compensation for that.

Q. Do you know whether or not any portion of this money was received by the Commissioner of Indian Affairs?

The WITNESS. By Mr. E. P. Smith?

Mr. PAGE. Yes.

The WITNESS. While he was agent?

Mr. PAGE. No; while he was Commissioner.

A. He could not have received it as Commissioner.

Q. Did he receive any of it as agent?—A. My impression is that all that \$25,000 was sent to Mr. Smith as agent. I think I am correct in that; I feel certain of it. It was due the Mississippi band of Indians for giving the Pembinas the right to come upon their reservation. That amount was an appropriation.

Q. It was an appropriation due the Pembina Indians, was it not?—A. Due the Mississippi band.

Q. In consideration of this the Mississippi band of Chippewas were to receive \$25,000?—A. Yes, sir; I think it was that amount.

Q. You think that amount of money was paid in the regular course of furnishing supplies, and was furnished to Mr. Smith, as agent?—A. Yes, sir; I am sure of it.

Q. Do you know anything about the manner of disbursing it; was it disbursed like other funds; like annuities to the Indians?—A. Not as annuities. Annuities are given in

cash in hand. This was given in compensation of labor, or else in building houses and other things.

Q. Of course, Mr. Smith's accounts will show?—A. Yes, sir; they will show the receipts and disbursements; and some of it was turned over to Mr. Smith's successor. I do not know how much, but his accounts will show that.

Q. Do you know whether Mr. Smith's accounts with the Government have been settled?—A. No, sir; they have not. They have gone through the Indian Office and are now in the Treasury Department. He has not received any statement yet as to what the Treasury has to say.

Q. Do all the Indian agents give bonds?—A. Yes, sir; every one who has money to disburse.

Q. Do you know the amount of the bond?—A. It varies with every agent.

Q. Do you know the amount that Mr. Smith gave bond for?—A. I think it was \$50,000, but I am not certain. It was one of the largest bonds for agents, because that was an important agency.

Q. Are you familiar with the treaties of 1854 and 1864 between the Chippewa Indians and the Government?—A. No, sir; I do not think I am familiar with them.

Q. Do you know of any Indians who received scrip under the treaty of 1854, who also received a second scrip under the treaty of 1864?—A. No; sir; I do not know anything about that.

Q. Do you know anything about the Indians selling their scrip?—A. Yes, sir; they did it all the time.

Q. This scrip was given to the half-breeds?—A. The half-breeds of the Pembina and Red Lake bands.

Q. Do you know what they did with their scrip?—A. They sold it, as far as I know.

Q. To whom did they sell it, if you know?—A. They sold it to attorneys.

Q. Attorneys for the purchase of scrip?—A. Yes, sir; that was all the benefit that scrip was to them; to enable them to get what they could for it.

Q. Do you know anything about a gentleman by the name of Rice, who was engaged in the purchase of scrip?—A. I do not know anything about Mr. Rice ever having anything to do with it.

Q. Did Mr. Smith act as broker for any one for the purpose of purchasing scrip from the Indians?—A. Yes, and no. When I say broker, in the sense of his doing personal business of that kind, not at all; but when the scrip first came to be delivered, it was after the commission appointed for that purpose had pronounced upon those who were entitled to it. A commission went out in 1871, and went all around the country and took the names of every applicant for scrip under the treaty, and that commission decided who were entitled, and made a list of the names. Then after that, the scrip was sent out to be delivered, and by the ruling of the Interior Department all of the scrip of the Red Lake and Pembinas was to be delivered by the White Earth agent, whoever he might be. Mr. Smith was very anxious that those Indians who had had a good deal of cheating perpetrated upon them in times past, might have the full value of the scrip.

Q. That is \$200?—A. Yes, sir; he considered that that was what he could get for it any way; and so, I think, in about twenty cases he saw that those Indians received \$200, and paid it to them with his own hands and received the money from the purchasers.

Q. In other words, if a party wanted to purchase scrip of the Indians Mr. Smith would purchase it for him and pay the Indians the money?—A. Only for the Indians in his own agency, in whom he was personally interested, and who he wanted to make sure would get the full value of their scrip.

Q. Do you know that Mr. Smith at any time received any consideration for the purchase of scrip from the Indians or from the white person for whom he bought it?—A. None whatever.

Q. Are you certain that he never did receive any consideration or compensation?—A. I am as certain as any one can be. I was not with him all the time.

Q. He received none so far as you know?—A. No, sir; and I could not believe that he did any way, from all that I do know of him.

Q. Are you acquainted with C. H. Boileau?—A. Yes, sir; I am.

By Mr. WILSHIRE:

Q. Did Mr. Smith, in acting as the intermediary between the purchaser and the seller of the scrip, do it as the agent of the Indian, feeling that it was his duty to see that the transaction was a fair one for the Indians?—A. Entirely for this; nothing else. I would like to say right here that in purchasing scrip there is quite likely to be some expense. I mean by that, that those parties who go to the Indians themselves, have to go through the country, and in one way and another incur some expense in getting hold of the scrip. They could, therefore, afford to pay the Indians a higher price for the scrip through the agent than otherwise. They could better afford to pay \$200 through Mr. Smith than travel through the country in search of it and incur the necessary expense.

Q. In regard to this \$25,000 just spoken of, did I understand you to say that that had already been disbursed by Mr. Smith, except that which had been turned over to his successor?—A. Yes, sir.

Q. Will his accounts show that?—A. Yes, sir; just where it went to.

Q. I will ask you again to state whether you obtained any vouchers at any time after Mr. Smith's successor took possession of the office for use in the settlement of Mr. Smith's accounts?—A. Yes, sir; I have in a few instances sent out by mail to an Indian agent for some receipts.

Q. I am speaking of the time while you were there yourself at any time.

The WITNESS. Did I get vouchers for Mr. Smith?

Mr. WILSHIRE. Yes.

A. I have not any recollection of getting them or wanting them.

Q. Did you send these receipts to the agent to have them signed and returned here?—A. This is the case I am thinking of: up in Red Lake there were some goods, some flour and pork that came up there after Mr. Smith went away, and probably belonged to his successor; but in the Treasury accounts Mr. Smith seems to have been considered responsible for them, and I wrote up to the Red Lake agency, to a Mr. Pratt, to look around and see if he did not find some receipts left there for that property, or to ask the Indians if they would receipt for those provisions, and he did so.

Q. That is the only instance you remember?—A. That is the only instance.

Q. Can you give us the names of persons to whom you wrote for vouchers?—A. Business firms in Saint Paul and other places, who knew what they were about perfectly well.

Q. Why did you desire vouchers?—A. For goods furnished. One case was for medicines. All they had to do was to turn to their books and see that the bill was there, and if it agreed with the receipt which I wished signed.

Q. For goods and supplies furnished to Mr. Smith for the use of the agency?—A. Yes, sir; and we had their own checks returned to us; but we had not the receipts or the papers that the Government wanted.

Q. I will ask you if you ever, at any time while you were out there, advised Indians who had received land-scrip once, to make an application in some other name for another scrip?—A. No, sir; not at all.

By Mr. PAGE:

Q. In what way were you in the habit of disbursing Indian supplies? Were you given any discretion in the matter?

The WITNESS. Do you mean me personally?

Mr. PAGE. I am speaking of Mr. Smith more particularly. When I say "you" I mean Mr. Smith, or you acting in his behalf?—A. Almost invariably the Indians had to work for it.

Q. But annuities were furnished those who did not work, were they not?—A. The annuity goods were given out *per capita*.

Q. During the time of the grasshopper plague out there, were there a great many Indians really in a starving condition?—A. Yes, sir; there was a good deal of suffering that winter. Every single thing was taken.

Q. Did they apply to the agent, Mr. Smith, for provisions or clothing; if so, were they refused when he had goods on hand to disburse?—A. I cannot give you a direct answer to that at all; but the way Mr. Smith would have done it would be to give them a chance to work for it, even if the work did not amount to much; then, if they would not work they might go without and be hungry.

Q. Would you, as the representative of Mr. Smith, or do you know of Mr. Smith having refused to supply the Indians with provisions when they were really in a suffering condition?—A. I cannot tell as to that. We were obliged to refuse a great many calls, or else everything there at the agency would have been given out in the way of rations, and the Indians would have learned no lesson of work or anything for it. As a matter of fact, they did have to be hungry to learn how to work for provisions. It did seem sometimes really hard, and we would tell Mr. Smith that we did not believe if he was present all the time he would be able to use his own wisdom and allow them to learn a lesson by a little starvation.

Q. These were annuity goods, were they not? The Government does not pay all in money; it pays in goods?—A. In goods and money. That is given out without reference to the state of the Indian, or anything else.

Q. Do I understand that the annuity goods are given out, *per capita*, to the Indians, without any reference to whether they are needed or not?—A. At that time they were; but lately the Office has been able to lay down the rule that even for annuity goods the Indians shall render some equivalent.

Q. Mr. Boileau testified in reference to some goods found covered up somewhere, after Mr. Smith left the agency; do you know anything about those goods?—A. I do not know anything at all about that. I do not know what he means.

Q. The Government has a store-house there, has it not, called the agency store?—A. It is called the warehouse. It is the house where all the Government goods are received.

Q. And they are disbursed by the Indian agent, are they?—A. Yes, sir, and through his clerk.

Q. Has he any discretion in the disbursement of those goods?—A. Yes, sir; he has all discretion, except as to annuity goods.

Q. These are annuity goods, are they not?—A. No, sir; these appropriations are made for the benefit of the Indians aside from their annuity; and then those goods are purchased for them, and things that they need, and there were often tools, and plows, and rakes.

By Mr. WILSHIRE:

Q. Is that fund you speak of, what is commonly known as the civilization-fund, a separate appropriation?—A. It is that sort of a fund. Each agency has its own name for that particular fund.

Q. It is to be used in the purchase of agricultural implements, stock, &c.?—A. Yes, sir.

By Mr. PAGE:

Q. Are not flour, provisions, &c., furnished?—A. Yes, sir; there were some regular funds to furnish the Indians in that way, separate from annuities, though; and they were furnished in return for labor.

By Mr. WILSHIRE:

Q. Are not annuities sometimes paid in goods also?—A. Yes, sir; but I mean there was a fund for the purchase of annuity goods, and there were also funds that could be used for their civilization, and could be used in the purchase of goods to be distributed in payment for labor. While Mr. Smith was Commissioner he could not use annuity goods to pay for labor.

Q. Then the latter fund is the one he had discretion over?—A. Yes, sir.

Q. And had no discretion as to the annuity goods?—A. No, sir; none as to who should receive them.

Q. They were distributed *per capita*?—A. Yes, sir; to lazy, idle, and industrious alike.

Q. I will call your attention to a little extract in the testimony of Mr. Boileau, which reads as follows:

"A man by the name of Agaas Morrison received a scrip under the treaty of 1854; then he was sent for in 1863 to go to the agency and make application for the Pembina scrip. He came over to my house and wanted me to go along with him. I went up to the agency in the Government office and there they asked him to sign an application for the scrip of 1864, under the Pembina treaty. I was then interpreting. He said that he would not; that he had received a scrip under the La Pointe treaty of 1854. Miss Emily S. Cook, who is a clerk here in the Indian Bureau, was there and she told Angus that it was nothing; that he had received a scrip under another name, but that Angus was his Indian name and he could get \$200 for the scrip if he would make an application. Still the Indian refused to make an application. Miss Cook said to him that she had received a letter from Agent Smith that Agaas had received scrip under another name, and he could get another one. I told Agaas those words just as I was told by Miss Cook. Still the Indian refused to make the application. Leon Honde was a notary in getting scrip, appointed on the recommendation of Mr. Loring—

"Q. Was he of the firm of Loring & Fletcher?—A. I believe that was the firm-name. I told the notary in French that it was a shame to urge this poor fellow, this half-breed, who is chief at present—

"Q. This one you speak of?—A. Yes, sir; this Agaas Morrison, he is chief of a band of between seventy and eighty. He is a half-breed by blood. I told Honde that it was a shame that a notary who was as well known as he was to urge this man, who did not understand such things, to receive the scrip and to make him swear to it. He said it was nothing, that he need not swear to it. He says, 'I can get him the scrip'

"The WITNESS. Who says 'I can get him the scrip'?

"Mr. WILSHIRE. The notary.

"'All I want is for him to touch the pen.'

"Q. He could not sign his name and so made his mark?—A. Yes, sir; touched the pen."

The WITNESS. I do not know anything about that, hardly. I remember something about Agaas, but I can only give you an impression. I know this perfectly well, that supposing he had received scrip once, I never asked him to make application for more by taking another name, and I also know that it is the first Indian I ever heard of who refused to take what he could get. I have an impression that there was something about Agaas being enrolled as being entitled to some Superior scrip. He was not entitled to it, for he was not a Superior Chippewa at all; so he may have had the impression that he had no business to have this. I think he did, but as a matter of fact he was entitled to this scrip, for he was related to the Red Lakes.

Q. So you say, then, that if he did receive the scrip he was entitled to it?—A. Yes, sir; he was entitled to this, and I do know that neither Mr. Smith nor I could have asked him to take this if he had received the other, if we knew it, or supposed he had.

By Mr. PAGE:

Q. You think he had it confounded with the Superior scrip?—A. Yes, sir. Agaas had an idea that somebody had taken his name, or something of the kind, I remember; but Mr. Smith knew at the time what had become of all that scrip, and did know that Agaas was not entitled to Superior scrip, but was entitled to Red Lake scrip, and, as a matter of fact, Mr. Smith did his best to get Agaas what he was entitled to.

By Mr. WILSHIRE:

Q. Were there any rolls, or registers of names, or anything of that kind from which could be ascertained who were entitled to this Red Lake scrip?—A. Yes, sir; this commission which went out in 1871 and 1872 made a roll, which is the authority.

Q. Does the name of Agaus appear upon that roll?—A. My impression is that it does.

By Mr. PAGE:

Q. State who composed that commission.—A. The first commission consisted of E. P. Smith, Judge Crowell, and Henry T. Neal; and the next one was composed of E. P. Smith, Judge T. C. Jones, and Dana E. King.

By Mr. WILSHIRE:

Q. Do Jones and King reside in Minnesota?—A. No, sir; Judge Jones was from Delaware, Ohio, and is well known there; and Mr. King is a Minneapolis man.

By the CHAIRMAN:

Q. To what denomination was this agency assigned?—A. It belonged to the Congregational denomination at that time. It belonged less, however, to the Congregationalists than to the American Missionary Association of New York, which is itself Congregational; but it does not represent the Congregational denomination quite so much as many other missionary societies do represent their denominations.

Q. Mr. Smith was appointed as agent in the Congregational Society?—A. Yes, sir; by this Missionary Association.

Q. Was he a minister of that denomination?—A. Yes, sir.

Q. You spoke in your examination, in answer to Mr. Page, of his having purchased scrip from Joe Coverett for some one. Do you know who that person was?—A. It was Mr. Loring, of Fletcher & Loring. I do not like to have you say that he purchased it, because that is not so. He only got Coverett his \$200 for it.

Q. Did he pay the money to Coverett?—A. Yes, sir.

Q. He took his scrip, did he not?—A. Yes; but he did not purchase the scrip.

Q. Who were Fletcher & Loring?—A. They were a firm in Minneapolis. I want to say that I do not know whether the firm was getting that scrip, or whether Mr. Loring was getting it himself; it makes very little difference which.

Q. How far is Minneapolis from the agency?—A. It is twenty-two miles by wagon from the agency to Oak Lake, and twelve hours by the cars from there.

Q. What business were Loring & Fletcher engaged in?—A. In a good many things. They were dry-goods merchants; they have a great deal of real estate, and, like all those western men, engage in every business which shows a good chance.

Q. Did they sell provisions?—A. Yes, sir; they did that too.

Q. And clothes?—A. Yes, sir.

Q. Did they have transactions with Mr. Smith for the Indians? Did he buy provisions from them for the Indians?—A. Yes, sir; he bought a great many.

Q. Have you any idea what was the amount of the transactions between Mr. Smith, while agent, and this firm?—A. No, sir; I could not give any figures.

Q. Did he buy mostly from them?—A. No, sir; I would not say that, but he bought quite largely of them. They had one contract that was let, under advertisement, to the lowest bidder, which was for flour and pork, which made quite a large item, of course, those being staple articles among Indians.

Q. Did he buy from them under advertisement, or did he just buy from them as he needed it?—A. I mean that under the advertisement the contract was let to them, they being the lowest bidders, and they had it one year; and that brought a great many agency purchasers to them.

Q. Did he only buy from them when they were the lowest bidders?

The WITNESS. After he had advertised?

The CHAIRMAN. Yes.

A. Yes, sir; as far as I remember.

Q. Were there any other transactions with this firm, except the contract let out by advertisement to these bidders?—A. Yes, sir.

Q. Any other transactions for the Indians?—A. He bought goods in open market from them, as he did from many others, when the goods were needed.

Q. As necessity required, he bought from them?—A. Yes, sir.

Q. Sometimes he would let it out to the lowest bidder?—A. Yes, sir. He expected every year to have an advertisement, and give contracts for these staples; but there were any quantity of goods that could not possibly be put into an advertisement, that were bought as necessity required at the post.

Q. Was it his hope to let out the contract every year?—A. I was there only one year, and the contract was let that year. I also saw the contract, and know of the contract having been let the year before in the same way.

Q. Who got it that year?—A. Fletcher & Loring got it for flour and pork that year.

Q. Do you know who else bid?—A. No, sir.

Q. Then you do not know whether it was the lowest bid or not?—A. Yes, sir I saw the other bids, but I do not remember the names of the bidders.

Q. And you are sure theirs was the lowest bid?—A. Yes, sir; I am sure of that.

Q. You say, when you came to Washington you sent back for receipts, to settle Mr. Smith's accounts?—A. Yes, sir.

Q. Will you tell us whose vouchers you got when you sent back, and how many and to what amount, as nearly as you can?—A. No, sir; I cannot tell you at all. My impression is that one was from Noyes, Bros. & Cutler, of Saint Paul, a bill for medicines.

Q. Do you know the amount of that?—A. No, sir; I do not remember the amount.

Q. Have you any impression in regard to the amount?—A. No, sir; I don't think it is worth while to try to give you anything of that; the accounts will show well enough.

Q. Do you remember anybody else that you got receipts from?—A. My impression is that I sent to J. S. Pillsbury & Co., but I am not sure. They are in Minneapolis, and sold hardware. The sort of letters I wrote would be like this: "I send you herewith vouchers for goods which you furnished under bills of such a date, for which you have received payment. Will you please to sign the inclosed receipt for the same." The voucher had the items on it, just the same as the original bills.

By Mr. PAGE:

Q. In other words, these goods were purchased, bill rendered, entered upon your book, and when you came to settle with the Government you sought a receipt from the party from whom you purchased the goods, and wrote up there for the receipted bill with all the items in it?—A. No; what I wanted was a receipt on a regular voucher. I had receipts enough, but I had not a receipt on the piece of paper that the Government wants it on; that was the trouble. There is a blank voucher, and the accounting-officers wanted the receipts on that. The dealers had not receipted on that particular kind of a blank; they had their pay for the goods; the transaction was finished up; and by looking at their books they could give a receipt for any transaction, for twenty-five years back for that matter.

By the CHAIRMAN:

Q. Do I understand you to say that you had vouchers or bills for them?—A. Yes, sir; I made them out myself.

Q. Had they sent them?—A. No, sir; I had to send them out and get them signed.

Q. You had no receipts until you sent back for them?—A. Yes, sir, I had receipts, but not on that particular form.

Q. Did you have any receipt from them over their signature?—A. Yes, sir; I am quite sure that they gave us receipts, so as to guard us.

By Mr. WILSHIRE:

Q. Were they formal receipts or mere memorandum receipts?—A. Business receipts. I will not be positive that I had a receipt from Pillsbury & Co., but I have no reason to suppose that I had not, and we have the checks that were returned to us indorsed.

By the CHAIRMAN:

Q. Have you any recollection whether you had a receipt at all when you came to Washington the first time from those parties you afterward wrote to for receipts?—A. My recollection is that my intention was—

Q. Not your intention—whether you did have. What is the fact, so far as you remember?—A. I cannot positively tell you that I did have a receipt from that party for the money I had paid, except as it came in indorsed checks.

Q. You cannot say that you had any receipts signed from those parties until you sent out to them for them, after you came here?—A. No, sir; I cannot say, but I presume I had.

Q. But you cannot say that you had?—A. No, sir; not on oath. I cannot say at all that I had.

Q. You said the Department required it to be on a certain piece of paper. What is the piece of paper; is it on a bill which is to be receipted?—A. No, sir. There is a form of voucher: "The United States Dr. to such a person;" and it is made out in such a shape and such a size, and has a certain certificate on it; and it is all printed.

Q. You had all those forms at the agency?—A. Yes, sir.

Q. And you were required to use those forms in taking receipts?—A. Yes, sir.

Q. If you had taken receipts out there would you not have taken them upon those forms?—A. No, sir, because I did not have time to make them out on those forms.

Q. Does it take more time to make out a receipt on this form than in any other form?—A. Yes, sir. We could not make out a voucher for every small bill we had. If so, the accounts would have been ten times as large as they are now, and so cumbersome that we could never have done anything with them. The customary way was to take the bills for a month, or something like that, and consolidate them. We might have one bill for ten dozen spades and another bill of five dozen, and to have a voucher for each one of those accounts would make it very cumbersome, especially if the accounts had to be made out in triplicate. So we put a half dozen bills into one voucher and thereby saved a great deal of work.



By Mr. PAGE :

Q. And took one voucher for the full amount?—A. Yes, sir; that was the benefit we received—to save work. It made no difference in any other way.

By the CHAIRMAN :

Q. Do you say, then, that it was your object in sending back these receipts, merely to have these different bills consolidated?—A. I had consolidated them before I sent them back.

Q. You sent them back to have them signed in that consolidated form?—A. Yes, sir.

Q. You think you had receipts for the bills that had been paid before that?

The WITNESS. That each bill that was rendered was receipted?

The CHAIRMAN. Yes.

A. No, sir; I do not say that at all, but I say they had received pay for all they had furnished. You do not want my impression?

The CHAIRMAN. Yes; give your impression.

A. My impression is that I had received from them a receipt saying, "I have received from E. P. Smith so much, to close account." As I said before, that was my intention, to close the account.

Q. You stated just now that you were not certain whether you had receipts, but your impression was that you had.—A. That is my impression—that I had.

Q. Your object was to consolidate, and have them receipted in a consolidated form?—A. Yes, sir.

By Mr. WILSHIRE :

Q. Was the money paid for them when you got your consolidated receipts?

The WITNESS. Had they been paid?

Mr. WILSHIRE. Yes; at the time you made the receipts.

A. Every cent.

By the CHAIRMAN :

Q. Were all bills put in this consolidated form, that you did not have receipts for? Did you add anything to them?—A. We bought things of them, and paid for them, and on this consolidated form we put down what was bought, and they said they had been paid.

Q. Have you given the names of all the persons whom you sent back to for receipts?—A. I do not think I have, but—

Q. Can you remember some more?—A. It was not a thing that I was keeping in mind.

Q. You cannot tell the amount?—A. No, sir; not at all. I can tell you another one now. I sent to the Wisconsin State prison for a receipt on a voucher, on a bill of bedsteads that they sent to White Earth. I said to them, "You sent a bill such a date; it was paid to you such a date; will you please receipt for it on this blank which I send you?" And they did so.

Q. You got the receipt?—A. Yes, sir.

Q. How long did you stay at the agency after Mr. Smith left?—A. He left about the 1st of April, and I staid until about the 10th of August.

Q. Did you not remain there to settle up his accounts?—A. No, sir; from the time that Mr. Smith left, until June, I was the only one, almost, at the agency to attend to matters. The new agent had not come; and although it was my business at that time to work upon his accounts, I scarcely touched them, because I had not time to do it. After the new agent came I still tried to do something with his accounts, but did scarcely anything for want of time. I had to give almost all my time to showing the new agent how the business was conducted.

Q. You did not settle up any of Mr. Smith's accounts in the time you were there?—A. I managed to get nearly through about one quarter. I began away back in the winter, while Mr. Smith was there, and took all the time, until I went away.

Q. Did you settle up any of his accounts while you were there after he went away?—A. Yes, sir; I was working at it all the time I could get.

Q. But you were not able to finish it?—A. Not nearly.

Q. You speak of leaving it unfinished until you came here to Washington?—A. Yes, sir; it was my business to get them done, but I could not do it.

Q. Do you know the amount of deficiency charged to your uncle, when he came here? Mr. Smith was your uncle, I believe?—A. Yes. No, I do not know the deficiency. It is easy enough to find out. It was the difference between what he received, and the last account rendered.

Q. You do not know what it was?—A. No.

Q. Have you any idea of it? How much did he owe the Government when he left the agency, and came here to the Indian Bureau?

The WITNESS. By owing the Government, of course you mean, did he owe on the books of the Government? He has not presented his accounts.

Q. Then how much do the books show against him, open and unsettled?—A. I should suppose that they would show in the neighborhood of \$200,000.

Q. Would they not show \$300,000?—A. No, sir; I do not think they would. I think

that in all the time I was there that year, we did not get \$300,000. But it is easy enough to find out.

Q. At the agency, do you not keep regular accounts; do you keep your accounts balanced regularly every week or few days, between the agent and the Indians?

The WITNESS. Our accounts with the Indian laborers?

The CHAIRMAN. Yes.

A. We used to settle every Saturday night with them. They did not balance, however. The Indians were generally in debt, so far as that was concerned.

Q. Who was generally in debt?—A. The Indians.

Q. You tried to keep your books balanced all the time you were there?—A. Yes, sir.

Q. State how it was, then, if the Indians generally owed at the end of the week, that Mr. Smith owed the Government some \$200,000 when he left there?—A. He had not presented any accounts at all to the Government for a year.

Q. Did not his books— A. The Government did not know anything about his books.

Q. Do not his books at the agency show all those transactions?—A. Yes, sir.

Q. How much he has received from the Government, and how much he paid out?—A. Yes, sir.

Q. What did those books show after he left there?—A. They showed the amount due the Government, I do not know exactly what amount, but somewhere about \$40,000, which he transferred to his successor, as you will see by his accounts. So far as the Government looked at it, he owed the Government the whole thing.

Q. So far as he had settled with the Government, he owed the Government \$40,000?—A. Somewhere in that vicinity; I do not give the exact figures, but that is about what his successor was to receive, and that he owed to the Government really at that time.

Q. Did he have anything on hand to cover that \$40,000?—A. Yes, sir; he turned over in bank-checks to his successor the whole amount that he owed the Government.

Q. Then he did not owe the Government when he left there?—A. No, he did not; but you could not make the Government see it until he presented his accounts. When I am talking about that \$200,000, I am talking about the Government books.

Q. I understand you, that when he left there he owed the Government \$40,000?—A. Yes, sir.

Q. But you say now, as I understand, that he had this \$40,000 on hand; so it turns out that he did not owe anything?—A. He turned it over to his successor, but his successor was not appointed for two months after he left there.

Q. Who settled up this deficiency of his, as the books of the Government show?

The WITNESS. Who rendered his account?

The CHAIRMAN. Yes.

The WITNESS. You mean who made that out?

The CHAIRMAN. Yes.—A. I did.

Q. You made out his account?—A. Yes, sir; I made some of the accounts out in his room at the agency, and after I came here almost all in his room.

Q. Do you remember, after using all the vouchers that you had brought with you from the agency, how much he was then behindhand?—A. I could not tell you anything about it at all.

Q. Have you no idea?—A. Not the slightest.

Q. How much had he to get from the agency to get him even?—A. I do not remember anything from the agency; it was from those business firms.

Q. You could not tell how much from them?—A. No, sir.

Q. You had no idea how much you had to get?—A. Not the slightest; I could not say.

Q. You do not know how much he got here from those parties?—A. No, sir.

Q. Are there any papers to show that?—A. Some letters that I sent out I pressed, and I intended to press all, but I do not feel sure that I did, because I was in a hurry sometimes.

Q. Were they not all official letters? Did you write them officially, or privately as Miss Cook?—A. I signed most of them myself.

Q. Were they official or unofficial?—A. I do not know whether I signed them as the old clerk of the agency or not. I do not think I did. Every one of them there knew who I was.

Q. If they had been official you would have pressed them?—A. No; I should have pressed them merely for remembrance.

Q. Do you not keep copies of official letters?—A. We used to at White Earth.

Q. All the letters you wrote for Mr. Smith in your official capacity you would have pressed, would you not?—A. I do not know whether I would or not.

Q. It is customary to do that?—A. Yes, sir.

Q. But you did not press your individual letters?—A. Yes, sir; sometimes I did, so as to remember them.

Q. The office did not require that?—A. No, sir; but I did it.

Q. Have you any of your individual letters, not official, pressed?

The WITNESS. You mean those letters I sent out for receipts?

The CHAIRMAN. Yes.

A. Yes, sir; I say I do not know whether I have got all of them or not; that is the reason I cannot tell whether I can give the names of every one or not.

Q. Is there anything anywhere to show all these recent transactions between you and these gentlemen that Mr. Smith had had transactions with, after you came to Washington? The WITNESS. That will show the whole thing, and that I can say is the whole thing?

The CHAIRMAN. Yes.

A. No, sir; I cannot say. I have nothing I can show you which I will say, "That is all."

Q. Is there anything that will show the state of his accounts after you had used all the vouchers you had brought with you?—A. No, sir.

Q. Nothing that will show how much he had to get in order to make up the deficiency?—A. No, sir.

Q. There is nothing anywhere?—A. No, sir.

Q. Can you recollect the amount?—A. No, sir; I never made any attempt to recollect.

By Mr. WILSHIRE:

Q. You know what time you came here?—A. I came here in September, 1873, or it might have been October.

Q. Would not all vouchers that had been obtained for the purpose of that settlement after that date, be of such character as you had written for? You say that you left there and came here in September, 1873. You were not back there again afterward, were you?—A. Yes, sir; I was back there and settled up Mr. Douglass's accounts.

Q. Did you obtain anything at that time?—A. No, sir; I do not remember of it.

Q. Would not all the vouchers, subsequent to the date you arrived here in 1873, that are used in the Treasury Department for the purpose of settling his accounts, be the vouchers that he had obtained by writing to parties as you have stated?—A. Yes, sir; but you cannot tell them.

Q. You can tell by the dates, can you not?—A. No, sir; they are not dated at the time I asked for them, but at the date that they received the money.

By the CHAIRMAN:

Q. All those vouchers, then, were dated at the time they received the money?—A. Yes, sir.

Q. Which was sometime prior to the date they signed the receipts?—A. Yes, sir.

Q. Were all those claims paid before you came here?—A. I do not remember of any one being paid after I came here except one for \$50, that was due an employé at Red Lake, which I had delayed, on account of press of other matters to pay him. A check was sent to him after I came. I do not remember of any other.

Q. When was that dated?—A. I could not tell you.

Q. Was it dated prior to or after you came here?—A. It was to settle up some salary claim. There was a mistake about the employé being paid at the time, and the accounts would not have been right unless he had been paid that \$50.

Q. When was that voucher dated?—A. The date of the voucher was previous to his receiving the payment.

Q. You paid him after you came here, and you dated it back?—A. Yes, sir.

Q. Why did you do that?—A. Because it was for service rendered in that quarter, and there was delay in getting his money at the time.

Q. Was that any reason why you should antedate the voucher?—A. Only this: that the Treasury accounting-officers cannot see anything that is afterward at all.

Q. Was it proper to present a voucher of that sort to the Treasury, and deceive the Treasury that far?—A. If the man himself says "I have got it," and it was just the amount that was owed at that time—

Q. Do you think that if two agree to do a wrong thing, that makes it right?—A. There is no cheating anywhere to anybody.

Q. Nobody is defrauded, I grant you; but is it exactly right for an agent to antedate a voucher because the Government requires the voucher to be dated at a certain time?—A. When I say it is honest I cannot say much more than that.

Q. Was Mr. Smith to your knowledge interested in any way with Loring & Fletcher in their business?—A. Not in the least.

Q. Did he to your knowledge at any time receive any profits from Loring & Fletcher in money?—A. Not in any way that I know of at all.

Q. Will you state any of those from whom he received scrip for other parties besides Coverett?—A. I cannot give you all the names; I will give you just those that I remember.

Q. That is all I want.—A. Antoine Villebrinne, Joe Fleammean, Joe Beaupre, and Leading Feather Sayre.

Q. Are those all that you can remember?—A. They are all that I can think of now. There are others, but I cannot think of them now.

Q. Do you know of your own knowledge whether Mr. Smith was interested in this scrip?—A. When I say that I know he was not, I mean that I know it just as much as I can know it, except by being all the time with a person and knowing everything that he does.

Q. You have no personal knowledge?—A. I have just as much knowledge as I can have

of anything. I was familiar with all his general transactions. I cannot prove a negative, of course. I would like to say here that I know it in the same way that there was nothing in which Mr. Smith tried to be more free, not only from dishonesty, but from the appearance of it, than in this scrip matter. He was very anxious that the Indians should get the whole of it, and he knew that in meddling with it he was quite liable to misconstruction, because the Indians were ready for that sort of thing, and he was exceedingly careful to have it all for the Indians, and have it look so.

Q. I understood you to say just now that his books showed all his transactions?—A. Yes, sir.

Q. Showed all the money he received, and then showed what he did with it?—A. Yes, sir.

Q. And in keeping those books your object was to have a debit and credit side of the accounts?—A. Yes, sir.

Q. The credits ought always to show, and usually did show, as I understand you, what was done with the money and goods he had received?—A. Yes, sir.

Q. How, then, do you explain the fact which you have stated that the \$75 that he paid to Coverett was not on the credit side of his account?—A. The only way I know it is I made up the account, and that I left it out; that I know. The books do not show it, but I know it. I mean that by looking through the books you could not tell that I left it out of the vouchers; you could by going through the entire vouchers for the year.

Q. Did you see Smith pay Joe Coverett the \$75?—A. No, sir; it was the other way; Joe paid him \$75. Joe is credited with \$200, and is then charged with \$75 for the house, and was charged with the balance, \$125 in cash.

Q. The \$75 ought to have been put down on the book?—A. It is on the book.

Q. I mean on the credit side of the account. The books ought to have balanced. When you charged him with it you ought to have credited him with it.—A. Credited whom?

Q. Smith, when he paid it, I understood you to say that he spent the \$75 for the benefit of the Indians?—A. Yes, sir; Joe was credited with \$200, and charged with \$75 for the house, and \$125 cash.

Q. I thought you said the \$75 was not charged?—A. I said it was on the books just that way. Mr. Smith has to account to the Government for what the Government sends him. The Government did not send him the \$75, but Joe gave it to him. Now, he used the \$75 to buy something for the Indians. If he had put it into his accounts, and received for \$75 worth of stuff that he bought with this money, he would really have had that \$75, which another man gave him, to close up his account with the Government.

By Mr. PAGE:

Q. And would be making \$75 for the Government?—A. He did not do it. I left out the \$75. I did not put in such a receipt.

By the CHAIRMAN:

Q. You cannot think it was right to leave out that \$75?—A. Yes, sir; that was the only thing that was right, to leave it out with the settlement with the Government. It did not make any difference to Mr. Smith. It was the intention of Mr. Smith that Joe should have so much more valuable house than the other Indians, and, if he had it, to pay \$75, and that ought to put things even so far as the Indians were concerned.

Q. When you went back there to look after the Douglass accounts, were you specially interested in closing up his accounts?—A. Not in the slightest degree.

Q. Was it your business to try to get vouchers from the Indians?—A. It was his business.

Q. And you undertook to do that for him?—A. Yes, sir; because he was not around the house all the time. His son and one other clerk were there, and when an Indian would come in it would naturally enter our minds to ask him for his receipt, and I, with the others, did it. I stopped it after a while, as I told you.

Q. Were you not having anything else to do? Were you sent there to settle his accounts, or were you sent there to get vouchers to fix up his accounts?

The WITNESS. Mr. Douglass?

The CHAIRMAN. Yes.

A: I was there to show him how to do it.

By Mr. PAGE:

Q. You were sent there by Mr. Smith, Commissioner of Indian Affairs, to assist Mr. Douglass to settle his accounts?—A. Yes, sir; as clerk in the Indian Office.

By the CHAIRMAN:

Q. I understood you to state, just now, that you were not there for the purpose of getting vouchers for Douglass?—A. No, sir; I was not; but it would be very difficult to settle up Douglass's accounts without getting receipts.

Q. That was his business?—A. Yes, sir; that was his business, but I do not think anybody else could have seen an Indian in there whom he knew owed money and not have asked him to receipt for it.

Q. You say the Smith accounts have not yet been settled?—A. No, sir; they have gone through the Indian Office, but have not been settled with the Treasury. He has not received an answer as to his status.

Q. I understood you to state to Judge Wilshire that you settled no accounts of Mr. Smith when you returned to the agency?—A. I have no recollection of doing it, or wanting to do it.

Q. Do you know whether Mr. Smith at any time since he was agent has owned any land out there?—A. No, sir; I do not know of a foot that he owns. There was some land somewhere in Minnesota that he exchanged for some other land when he was in New York, and had no thought of Indians at all. I do not know where it is. I know that on the whole it did not amount to much any way. It did not have any more to do with his agency than if he had never been agent.

Q. I mean since he was agent; has he owned land since he was agent or Commissioner?—A. No, sir; not unless it was that piece.

By Mr. PAGE:

Q. He owned that before he was agent?—A. Yes, sir.

By the CHAIRMAN:

Q. He exchanged it afterward?—A. Yes, sir; the transaction I know nothing about except that I do know the fact of his owning some land out there, personally. That is the reason I speak of it.

Q. After you settled his accounts here in the Indian Office, were they submitted to anybody else but him before they were sent on?

The WITNESS. Before they were put in the office?

Q. After you came back into the office, and in settling his accounts in his own office before they were sent up?

The WITNESS. Were they submitted to anybody else?

The CHAIRMAN. Yes.

A. No, sir. As far as that was concerned he was not Commissioner. When they were finished he had them sent to the Indian Office as if he were agent, and then they went through the regular channel.

Q. You sent all the vouchers with them, did you?

The WITNESS. When his accounts were rendered to the Indian Office?

The CHAIRMAN. No; when they went up to the Treasury Department, did you send all the vouchers?—A. I had nothing to do with them after they went to the Indian Office.

Q. Do the vouchers usually go with them?—A. Yes, sir; everything; they are obliged to by law.

Q. The vouchers all go with the accounts?—A. Yes, sir; the accounts of all the Indian agents are presented in duplicate, and one is retained in the Indian Office, and one sent to the Treasury.

By Mr. WILSHIRE:

Q. In regard to Mr. Smith being interested in the purchase of scrip, do you mean to say that if Mr. Smith was interested you do not know it?—A. Yes, sir.

Q. From what you do know have you reason to believe that he was so interested?—A. Every reason to believe that he was not.

Q. Do you know what the state of his accounts, was when they passed the Interior Department—whether he was indebted to the Government or the Government indebted to him?

—A. The Government was indebted to him in a small sum; I do not remember the amount.

Q. That was their condition when they passed the Interior Department on their way to the Treasury for final settlement?—A. Yes, sir.

By Mr. PAGE:

Q. You were sent by Commissioner Smith, after he was appointed Commissioner, to assist his successor as agent, Mr. Douglass, in fixing up his accounts, were you not?—A. Yes, sir.

Q. To show him how to keep his books and discharge the business of Indian agent up there?—A. No, sir; not how to keep the books. The books were already kept; only how to make his returns.

Q. And you were sent there for that purpose?—A. Yes, sir; that is done quite often. A new agent does not always understand those things, and a clerk has to be sent out.

Q. State to the committee the reason for dating this voucher for \$50 in another quarter than that in which it was signed.—A. Because the services were rendered in another quarter.

Q. In the quarter of another fiscal year, was it?—A. Yes, sir; the fiscal year closed the last of June, and this was some time in July.

Q. You wanted it to appear in the accounts for that fiscal year?—A. Yes, sir.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., April 1, 1876

JOSIAH CURTIS sworn and examined.

By Mr. PAGE :

Question. State your residence and occupation.—Answer. I reside in Washington, but am a citizen of Tennessee. I have charge of the medical and educational branch of the Indian Bureau; that branch was created in July, 1873. Soon after I came there I found that there had been purchased by the Commissioner, E. P. Smith, from a Mr. Dart, that which was called Dart's Sanitary Specific. Mr. Dart frequently called upon me, as he was referred to me after I came there, (it being a medical matter,) as I supposed for the purpose of trying to get another contract. The subject being connected with my branch and having been referred to me, I felt it incumbent upon me to answer the Commissioner in relation to the matter and undeceive him in relation to the ideas he had concerning it. The amount of the specific that had been purchased was 5,000 bottles for \$5,000. The purchase was made before I came there, and I had nothing to do with the purchase or the disbursement of the money for it. My opinion of it was decidedly expressed in a letter I wrote the Commissioner. Before I wrote that letter, however, I had asked Mr. Dart to present me all of the evidences that he had and all the papers that he wanted to have referred to me in relation to the matter. I went into the Bureau in 1873, and this letter is dated February 2, 1874. The following is a copy of the letter I wrote the Commissioner on the subject :

"DEPARTMENT OF THE INTERIOR,  
"OFFICE OF COMMISSIONER OF INDIAN AFFAIRS,  
"Washington, D. C., February 2, 1874.

"SIR: Several communications having been referred to me relating to an alleged specific preventive patented by Mr. Anson Dart, I have the honor to present for consideration the following views :

"The subject has been carefully investigated, so far as it could be, by a full examination of all papers relating thereto presented by Mr. Dart.

"The conclusions forced upon the judgment are—

"First. That the article referred to possesses no merit whatever over those of common sweet oil.

"Second. That the principal certificate, the one in print and sworn to, and upon which some of the others appear to have been founded, is a fraudulent representation, well calculated to deceive. There never was such an office as the one from which it purports to have come. The signer and affiant was not in the service of the Medical Department of the Army at the date given. He never was surgeon United States Army, nor surgeon of Ricord Hospital.

"Third. Everything in any way connected with the subject seems to be repulsive, degrading, and filthy, as well as also impracticable, to say nothing of its immoral characteristics; and, therefore, unworthy of any further consideration.

"I inclose a copy of correspondence with the Surgeon-General of the United States Army.

"I have the honor to be, very respectfully, your obedient servant,

"JOSIAH CURTIS.

"Hon. ED. P. SMITH,

"Commissioner of Indian Affairs, Washington, D. C."

By Mr. WILSHIRE :

Q. Have you those copies?—A. This is a copy of the letter I wrote the Surgeon-General. It was written by myself, but of course was signed officially by the Commissioner :

"DEPARTMENT OF THE INTERIOR,  
"OFFICE OF COMMISSIONER OF INDIAN AFFAIRS,  
"Washington, December 22, 1874.

"SIR: I have the honor to herewith refer to you copies of several certificates and letters upon a subject which has been pressed upon the attention of this Office. One of these, at least, purports to have emanated from the office of the chief medical officer of the War Department, and appears to be affirmed to, and others refer to your office and to investigation officially instituted by yourself.

"With a view of obtaining such facts as will lead to an intelligent conclusion and action, and your opinion upon the merits of the case, resulting from the connection you have had with it, as implied in some of the inclosed communications, and otherwise claimed, I have thought it expedient to request of you such statements as your judgment may dictate.

"I have the honor to be your obedient servant,

"ED. P. SMITH,  
"Commissioner."

To that letter the Surgeon-General replied as follows:

“WAR DEPARTMENT, SURGEON-GENERAL'S OFFICE,  
“Washington, D. C., December 29, 1873.

“SIR: In reply to your letter of 22d instant, I have the honor to state that there is nothing of record in this office that throws any light on the merits claimed for the “Venereal Preventive.” Although a trial was directed to be had, no official report was rendered, as it was found impossible to induce men to grease themselves and then have commerce with diseased women, which, in the opinion of medical officers to whom it was referred, was the only manner in which it could be tested.

“Even were the preventive virtues claimed for it far better established than they are, its general utility and applicability are exceedingly questionable, even in civilized life, while among those under your charge, in whose benefit it is proposed to supply it, anything like a fair trial would be simply impossible.

“The certificate, which to your mind connects itself with the official action of this Department, is intended to mislead. J. B. Gardner never was a surgeon of the Army. The Ricord Hospital was discontinued in December, 1865, and no War Department office of ‘chief medical officer’ ever existed.

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

“J. K. BARNES,

“Surgeon-General United States Army.

“The COMMISSIONER OF INDIAN AFFAIRS,  
“Washington, D. C.”

Around each bottle of the specific sold (of which there were 5,000) was placed an exact copy of the following, in print:

GREAT DISCOVERY.—A VENEREAL PREVENTIVE.

The Surgeon-General of the United States has had this preventive thoroughly tested at the Ricord Hospital in Washington, D. C. See the following letter from the eminent surgeon, J. B. Gardner, of that hospital:

“WAR DEPARTMENT, OFFICE OF THE CHIEF MEDICAL OFFICER,  
“Washington, October 13, 1866.

“SIR: Your Venereal Preventive has been fully tested at the Ricord Hospital, in this city, a hospital appropriated to the treatment of Venereal Diseases.” (Here follow the infallible tests, which conclude as follows:) “*In my opinion it is a preventive.* From what oils it is manufactured I do not know, but it certainly answered the purpose, viz: a Venereal Preventive.

“Respectfully, your obedient servant,

“J. B. GARDNER, M. D.,

“Surgeon U. S. A. Ricord General Hospital,

“and Practitioner of Venereal Diseases for twenty years.

“Dr. I. PECK, New York.”

Subscribed and affirmed to before me this 13th day of October, 1866.

E. G. HANDY, *Justice of the Peace.*

During the time these testings were in progress in the hospitals, sixty or seventy trials were made in various ways, and in every case it was found a *sure protection*.

It has been the opinion of all the modern writers on venereal diseases, that whoever should discover a sure and harmless preventive, would be a greater benefactor to mankind than was the discoverer of the kine-pock.

The question has often been asked, why this discovery has not been made before? It might be also asked, why the magnetic telegraph was not discovered before it was?

It is, however, well known that great efforts have been made to find a preventive, ever since the dreadful ravages made by venereal diseases in the 15th century, when the greater part of the army at the siege of Naples was swept off by it, and the armies of Europe have, for many centuries, suffered greatly from that dreadful scourge.—(See the American translation of the writings of the great Ricord on this subject.)

But if we only look into the census reports of our own country, we will see the great numbers that are swept off every year by syphilis and gonorrhoea, besides the thousands left in our hospitals and elsewhere, with broken-down constitutions, to drag out brief but miserable lives. We see also that great numbers of innocent children come into the world, stamped with this awful disorder; and it is known, too, that whole Indian tribes have been swept off, on the Pacific coast, by venereal disease. Then, can any philanthropist look with indifference upon the discovery of a preventive to this frightful disorder?

This is as sure a protection as that water will quench fire.

It is the opinion of those that have used this lately-discovered preventive that it will

drive the disorders known as syphilis and gonorrhoea entirely out of the country in a few years.

Human nature is the same to-day as in the days of King David, and, therefore, neither legal enactments nor moral suasion will ever prevent men from blindly obeying this most imperious of all the appetites. The abuse of this desire never has and doubtless never will be checked.

Then, what can we do better than to prevent the misery and the awful consequences that so often follow it?

This preventive is as harmless, when applied to any part of the system, as water, and still it acts both mechanically and chemically when applied as a preventive to the taking of any species of the venereal disease. It instantly closes the pores of the cuticle, (the skin,) and also tends to neutralize the virus, (the poison,) if there is any to come in contact with it. There has not been a single case reported to the discoverer where it has failed to be a most perfect protection to those using it.

I told the Commissioner that he had been led into the purchase by fraud and falsehood; and when he was informed by me that there was no such officer as "chief medical officer of the War Department;" that Ricord Hospital was not a suitable place for testing the specific, as the specific was alleged to be a preventive, while Ricord Hospital was only for the cure of patients who had venereal diseases, and had them bad—I use the exact phrase I used to the Commissioner—it indicated a purpose to mislead; he was astonished, his eyes were opened, and he saw the whole of the matter, and has dropped it ever since.

By Mr. PAGE:

Q. Had he paid for it before this?—A. I do not know. I never have wanted to know anything about the pay, nor how it came about; consequently I cannot say anything upon that point. I have nothing further to state, except the fact as to how the matter was closed up. I never sent it out; it is there yet. When the Commissioner was settling his accounts it was important that he should have it off of his books, as it had been held up against him, I understood. So a board of survey was appointed, by an order from the Indian Office, for the purpose of examining and reporting upon it. They made an examination, and the following is a copy of their report:

"D. I., O. I. A., Washington, D. C., December 8, 1875.

"SIR: The board of survey instructed to inquire into the condition and value of an article purchased in 1873 for the Indian service, and now on hand, and known as 'Dart's sanitary specific,' and to report thereon, have attended to that duty by giving the subject a complete examination, and the material referred to a thorough inspection, and they respectfully report that they find the property on hand to be utterly useless, and recommend that it be condemned and destroyed as worthless.

"JOSIAH CURTIS,  
"D. C. ROYCE,  
"E. L. STEVENS,  
"Members of the Board."

Upon that letter I indorsed the following:

"Respectfully referred to the Surgeon-General of the Army for his opinion.  
"JOSIAH CURTIS,  
"Chairman of the Board."  
"WASHINGTON, D. C., December 10, 1875."

And in reply the Surgeon-General made the following further indorsement:

"SURGEON-GENERAL'S OFFICE,  
"Washington, D. C., December 10, 1875.

"This article having been purchased upon the entirely erroneous statement that it had been used satisfactorily in a United States general hospital, I most emphatically deny that statement, and agree with the board in their opinion and recommendation.

"J. K. BARNES,  
"Surgeon-General U. S. A."

By the CHAIRMAN:

Q. Do you know when this medicine was purchased?—A. I do not; it was before I had anything to do with the office.

Q. Do you understand that it was purchased upon the recommendation which you have read?—A. That and others; there were others which I did not read. There was one, in writing, from a man here in this city by the name of Culver, who stated that he had tried it himself, and found it to be all right.



Q. If it had been paid for, what was the object in referring the matter to you?—A. I understood extraneously that there was some obstruction in the way of payment. In the first place, it was to be paid out of a fund which Mr. Delano did not approve of, and the thing was brought back; the voucher which had gone to the Department was withdrawn, another indorsement placed upon it, and it was paid from another fund, I think.

Q. Then it had not been paid when you went there?—A. I think it had not been paid when I went there. I had nothing to do with the payment. The information in regard to these matters came to me incidentally when speaking of the matter at the Second Auditor's Office.

By Mr. WILSHIRE :

Q. The certificate Dart sold this medicine upon was a fraud?—A. Yes; but Mr. Smith supposed that Dart was telling the truth.

By the CHAIRMAN :

Q. Would not the proper course have been, before making the purchase, to refer the matter to the proper Department for report or opinion upon its merits?—A. He would have done so, probably, but he did not know that it was a fraud. He saw the certificate sworn to. But Gardner never was surgeon in the United States Army, was never surgeon of Ricord Hospital, and was not in the service at the time this was sworn to. All those things are false.

By Mr. WILSHIRE :

Q. Do you know whether this medicine was paid for before Mr. Smith's attention was attracted to its fraudulent character, or afterward?—A. I do not know when it was paid for. I do not even know that it is paid for now. I have been spoken to once or twice by Mr. Smith in reference to that matter; but I always told him I did not want to have anything to do with the financial part of it. I learned, unofficially, when I was up at the Second Auditor's Office, in conversation with Mr. French, that there was some difficulty about it.

By the CHAIRMAN :

Q. I understood you to say that the matter was referred to you because there was some hitch in the payment, and you replied to the Commissioner, and tried to undeceive him?—A. No, sir; that was when Mr. Smith was going out of office, two months ago. That article was on hand, and he did not know what was to be done with it. He did not want to turn it over to his successor and have him have trouble with it; but something had to be done.

Q. Were you in office at the time it was bought?—A. No, sir.

Q. Your office had not been established then?—A. No, sir. I knew something about the mode of proceeding, because I had been four or five years in the Medical Department of the Army, and was Medical Director of the Army of the Tennessee, at Memphis.

By Mr. WILSHIRE :

Q. Was the board what they call in the Army a board of inspection for condemnation?—A. A board of survey; and that was appointed after consultation with the First and Second Comptrollers and Second Auditor as to the proper mode or proceeding to make some disposition of the articles on hand.

Q. To get them off of the books of the Department?—A. Yes, sir.

Q. So it lies now in the Department as a condemned article, chargeable to nobody?—A. Yes, sir. When the Commissioner asked me what was best to do with it, I told him that hitherto he had been acting in good faith, but under deceptive statements; that any further action by him for its use would attach an odor to him as long as he lived. He said, "What shall I do with it?" I said, "If you must do something with it, my advice is to pitch it into the Potomac River."

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., April 3, 1876.

HENRY W. LEE sworn and examined.

By Mr. WILSHIRE :

Question. State your residence and occupation.—Answer. I am an attorney at law, practicing at Stevens Point, Wis. My family reside at Portage, Wis.

Q. Are you acquainted with the Winnebago Indians in Wisconsin?—A. I am.

Q. State anything you know about their management.—A. I think it was in May, 1873; I had been practicing then about three years at the bar; application was made to me by four or five Winnebagoes, heads of families, then residing in Marquette County, Wisconsin, to see if there was any way by which they could be saved from a forced removal from Wisconsin. They were then farming in that neighborhood. I, not knowing at that time anything of Indian law or anything relating to this removal, applied to Hon. J. W. Hazelton, the member from that

district, for information. He referred me to W. R. Clum, who was then Acting Commissioner of Indian Affairs. I wrote to Mr. Clum for information, but received no answer for more than two weeks. In the mean time the removal was being pressed, and other Indians, who had heard of this application by me, sent a Frenchman to me by the name of John D. F. Laronde, and requested that I should meet them and talk with them about the matter. This was immediately after the council had been held at or near Sparta, Wis., at which Governor Washburn was present. I told them that I knew nothing of the law, but I thought that if there was any law by which they could become citizens, and if they were willing to become citizens, I would assist them to do so. I had known many of these Indians since I had been in the State, since 1850, and knew that they had always lived there, and had known personally that many of them were working and getting their living by labor. Not receiving any answer from Mr. Clum, I wrote to the President, to be referred to the Department, that I might have some information respecting this removal. In response to that letter to the President, I received the following communication from the Department:

"DEPARTMENT OF THE INTERIOR,  
"Washington, D. C., June 17, 1873.

"SIR: I have received, by reference from the President of the 13th instant, your letter, without date, addressed to him from Portage City, Wis., relative to the removal from that State of certain Winnebago Indians.

"In reply to your communication, your attention is invited to the inclosed copy of a letter addressed to this Department by the Commissioner of Indian Affairs, under date of 13th instant, upon this subject.

"Very respectfully, your obedient servant,

"C. DELANO,  
"Secretary.

"H. W. LEE, Esq.,  
"Attorney at Law, Portage City, Wis."

(Inclosure in above letter.)

"DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
"Washington, D. C., June 13, 1873.

"SIR: I have the honor to acknowledge the receipt of your letter of the 9th instant, transmitting a letter from Hon. C. C. Washburn, Governor of Wisconsin, urging the speedy removal of certain Winnebago Indians from that State; also a communication from O. G. Winters remonstrating on behalf of the Indians against such removal, in regard to which subject you ask an expression of the views of this Office. In compliance with such directions, I have the honor to report, briefly, as follows:

"By the sixth section of an act making appropriations for the Indian service for the fiscal year ending June 30, 1873, the Secretary of the Interior is authorized to expend for the removal of the Winnebago Indians from their present home in Wisconsin to the Winnebago reservation in Nebraska, or to such location as may be selected for them, and for their subsistence during such removal, and at their new home, the sum of \$36,000 originally appropriated by act of July 15, 1870."

That is not correct, because \$36,000, I think, was not appropriated at that time.

"The Winnebagoes in Nebraska declined to receive their brethren from Wisconsin, and the Department therefore determined to locate them in Indian Territory.

"With this end in view C. A. Hunt, of Malvina, Wis., was appointed a special agent of the Department on 9th of January last, and instructions were given him to collect the Indians at some suitable point and make the necessary arrangements for their subsistence at such point until they could be shipped to their destination.

"On the 10th of March, 1873, the Department appointed F. A. Moore, of Sparta, Wis., a special agent to accompany a delegation of the most influential of said Indians to the Indian Territory, for the purpose of selecting a location for their permanent home, and he was instructed accordingly.

"Special Agent Moore has not yet submitted a report of his operations under these instructions, and the only information this Office has relative to the result of his visit to the Indian Territory with the Indian delegation is afforded by the letter of Governor Washburn first above referred to.

"Intelligent action concerning the future location of these Indians can only be had after the report of Special Agent Moore shall have been received, and although it is highly desirable that they should be located upon a permanent reservation in some suitable locality without the boundaries of the State of Wisconsin, yet I am decidedly of the opinion that influences of a persuasive character will be much more effective in securing their removal than measures of a forcible nature. Upon this point I beg leave to state that under date of August 1872, this Office replied to a letter from Governor Washburn of 30th of July previous, as follows:

“In reply to that portion of your communication in which you express the opinion that these Indians will not leave willingly, and that some force may be necessary to effect their removal, I desire to say that, in the view of this Office, no authority is given in any of the acts of Congress, providing funds for the removal of said Indians, to employ force against the will of said Indians, to effect that object, and that herein lies all the difficulty of the case. The acts referred to simply appropriate money to defray the expenses of the removal and to subsist the Indians after arrival at their new home. They do not provide that the Indians shall remove or be removed.

“With this view of the situation this Office does not feel authorized to initiate any steps to remove the Indians referred to, which would require force to carry them out, and that might possibly result in bloodshed; moreover were the removal effected by force, force would be required to keep them at the place selected for their new homes, and continued trouble and difficulty would be the result.”

“With regard to the communication of Mr. Winters hereinbefore referred to, I have only to say that the reliability of the statements therein contained can neither be affirmed nor denied until the report of Special Agent Moore shall have been received.

“The letters of Governor Washburn and Mr. Winters are herewith returned.

“Very respectfully, your obedient servant,

“EDW. P. SMITH,  
“Commissioner.

“The Hon. SECRETARY OF THE INTERIOR.”

Q. What was done with reference to that?—A. Three days prior to receiving the communication I had a conversation with Mr. Hunt. He learned that the Indians were counseling with me, and asked me if I had any authority to speak for the Indians. I told him I had not, but that I had written to the President and thought I would get an answer in a short time. He was then urging the appointment of two representative men to go to Washington and state the reasons why they did not want to leave the State, and they were asking my advice, especially one of the representative men. I told him it was right that he should go to Washington. He did not want to go at all. I told him he had better go. He said he was afraid of being cheated and defrauded in the way of presenting his views. I suggested to him that if he took an attorney with him in whom he had confidence, and his own interpreter, he would get a fair hearing. At this time Byron Kilbourn was acting in a friendly way for him. I told him it made no difference whether he took Kilbourn or myself. He responded to Mr. Hunt's request in that way—that he was ready to go to Washington and take his own interpreter and attorney. Mr. Hunt emphatically refused to ask for leave to bring any such assistants or to furnish transportation without asking leave; hence his effort to obtain delegates was abortive. After I had received this communication, I immediately notified the Indians that I had received word from the Department and that force would not be used, because there was no law authorizing it. It seems (this is only hearsay) that he had gathered several hundred near Sparta and was feeding them. He owned a grist-mill himself.

Q. Where?—A. Near Sparta. He had gathered them there and was feeding them. As soon as the Indians got this word nearly all of them left him and went about their business. He then, as I was informed, obtained two men who were not at all of any prominence or notoriety among the Indians and took them to Washington; and after his return, came to see me. He said the Department had determined that the Indians should be removed anyway; that they were going to hold a council near Sparta, and he would like to have me come there. He said that Commissioner Smith would write to me in regard to the matter. I told him I did not think I should go unless it was by special invitation of Mr. Smith, and he said Mr. Smith had told him he would write a special invitation for me to be at that council. That same night that he was there I got this letter—a very singular document when compared with the one I had previously received; but I want to read this so that the committee may have the whole of the facts:

“DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
“Washington, D. C., July 12, 1873.

“SIR: Your letter to the Hon. Secretary of the Interior, of June 23, forwarding the petition of the Winnebago Indians to be allowed to remain in Wisconsin, and also your subsequent letter, without date, expressing your views upon the subject, have been referred to this Office by the Hon. Secretary of the Interior.

“In reply, I have to forward herewith copy of a letter received from the Hon. Secretary of the Interior, dated 10th instant. From this letter you will see the determination of this Department to remove the remnant of the Winnebago tribe from Wisconsin, and also the motives which prompt this undertaking, namely, the best interests, first, of the Indians, and second, of the citizens of Wisconsin.

“I have an appointment with Agent Hunt to meet these Indians some time next week, probably on Wednesday, at Portage City, or at Sparta, or perhaps in a council at both places. You are invited to be present, if you think the interests of the Indians and citizens require

further communication on this subject. The time and place can be definitely determined by correspondence with Agent Hunt at Sparta.

"Very respectfully, your obedient servant,

"EDW. P. SMITH,  
"Commissioner.

"H. W. LEE, Esq.,  
"Portage City, Wis."

[Inclosure in above letter.]

"DEPARTMENT OF THE INTERIOR,  
"Washington, D. C., July 10, 1873.

"SIR: Your communication of the 3d instant, referring to the appointment of F. A. Moore of Sparta, Wis., as a special agent to select a permanent home for certain wandering Winnebago Indians in that State, has been received.

"This communication informs me of an effort made by Mr. Moore, accompanied by a delegation of the Wisconsin Winnebagoes, to find an acceptable location for those Indians in what is termed the Indian Territory—this effort having been made in consequence of the objections made by the Nebraska Winnebagoes to receiving the Wisconsin Winnebagoes upon the reservation in Nebraska.

"This letter also informs me that the effort to find an acceptable reservation in the Indian Territory for the Wisconsin Winnebagoes was a total failure, and that said Indians are wholly indisposed to a removal to the Indian Territory.

"It also appears that their presence in the State of Wisconsin is a source of continual annoyance and irritation to the white people; and the opinion is expressed that their presence in Wisconsin will undoubtedly result in violence and bloodshed.

"You are, therefore, authorized, as you request, to address a communication to the Winnebagoes in Wisconsin, (which is to be brought to their knowledge and attention by Special Commissioner Hunt, who has charge of their removal,) informing them in distinct and positive terms that their true interest, as well as the true interest of the people of Wisconsin, demand their early removal from that State; and that it is the irrevocable determination of the Government to effect such removal immediately, or as soon as a proper location shall have been selected for their future homes.

"They should be informed emphatically that the Government is compelled to pursue this course in order to preserve peace and harmony between these Indians and the white people of Wisconsin, and that this determination to remove them is not the result of unkindness, but that it proceeds from a desire to do them good; that it is regarded as absolutely necessary for their welfare; and that their failure to comply with the wishes of the Government will compel the Government to do by force, what it desires to do only with their voluntary consent.

"Very respectfully, your obedient servant,

"C. DELANO,  
"Secretary.

"The COMMISSIONER OF INDIAN AFFAIRS."

After I received that I attended the council, the time for holding which I had previously learned. At that council there was considerable talk between Mr. Smith and the Indians; Mr. Smith in a persuasive manner telling them that the reservation to which he wished them to go was a very nice place; that they would get farms, and be well taken care of. I remember one Indian specially, whose name was Caramonee, who replied in substance to the Commissioner that he knew all about the reservation; he had been there. He said that they made them work on the reservation, and paid them in pieces of paper so big"—marking it on his finger—"that were not good for anything off the reservation, and were not worth much on the reservation; that he was a raftsmen, and that he earned \$3 a day, and had a good many Indians under him who could earn \$2 a day in Wisconsin; that he wanted to earn his own money and spend it, and be his own man." Mr. Smith interrupted him and said, "Yes, you want to spend your money and buy whisky with it." This brought another one of the prominent men to his feet, whose name was Big Hawk in English. He rose and said that was not true; that he never drank that much whisky in his life—marking it on his finger. Smith interrupted him and said, "How many of the Indians are like you?" Big Hawk said, "All these old men, or nearly all these old men, are like me, but our young men go to your railroad-stations, and you sell them whisky and they get drunk, but we cannot help it." The discussion was then carried on in an irregular kind of a way, they asserting that they preferred to live in that country; that they could buy land for themselves, and would buy land and would send their children to school; that if the Government gave them better land in Nebraska it would be taken away from them again, as it always had been; and they finally declined to go, and broke up the council and went off. Mr. Smith went off too; he used no threats of any kind to them at all. After the council was over I solicited a further conversation with Mr. Smith on the subject, but he declined to have any further talk, saying that it was not necessary. I kept writing to the Secretary, and I fully expected, and told

the Indians, that if they did resort to use force to remove them I should certainly know it. But they did not let me know it, and on the 23d of December, 1873, two Indians came to my house in the morning and said that they were arrested by United States troops and were going to be carried off to Nebraska; that they were surrounded just before daylight; that their chief was taken prisoner, and they said they were going to be sent off to Nebraska and wanted my assistance. I immediately got in a buggy and rode over; it was about three miles from Portage. At that time they were holding what they called the fall feast. After every fall hunt they gather together and have some religious ceremonies, and a religious dance. They were holding this feast at that time. Some that were there had left their families. That was especially the case with those that had first applied to me. They had their families located in Marquette County, Wisconsin, and there was one woman, who had a child at the breast, which was left behind. I went over there and called for the commander of the troop, and asked him if they were United States troops, and what his name was. He said he was Lieutenant Stafford of the Twentieth United States Infantry. I asked him if he was acting under orders. His reply was, "I do not act without orders." I then asked him if his orders were of recent date, and he said, "Not very." "But," said he, "Who are you that ask me these questions?" I told him I was an attorney, and that I intended to stop the removal if I could. He said, then, "I shall answer no more questions." And I could not get anything further out of him. I asked him one or two questions, and asked one question over again, but he refused to answer it, and I left him. I immediately had a petition prepared for the issuance of a writ of *habeas corpus*, and applied to the county judge to issue the writ, but he would not look at the petition. I then applied to the court commissioner, and he said he would be damned if he would touch it. The circuit judge was not there; he was attending court elsewhere. The Indians were then marched through the streets quite hurriedly and placed on board the cars, and I was told that one of them was pricked with a bayonet because he refused to go. I then went to the Fox House, where the lieutenant was, and respectfully asked him for a copy of the orders under which he was making the removal. He told me to get out of the way or else I should be taken care of myself. I then went back to Judge Guppy, the county judge, and I think it was he told me—if not by him, I was told by others—that he had gone to the lieutenant and told him that he had better not take off those men who had deeds for land in their pockets. The lieutenant consequently left some six or seven men who happened to have their deeds with them, but some of them who had bought land, and did not happen to have their papers with them, were carried off.

Q. Were any of those Indians American citizens?—A. No, sir.

Q. They were preserving their tribal relations at that time?—A. It is a question of law whether they were citizens or not. The State of Wisconsin has a statute which provides that Indians shall be entitled to all judicial rights and privileges. The constitution of the State also provides that all persons of Indian descent, not members of any tribe, are voters. But there is no way that I have discovered by which an Indian can sever his tribal relations, except by act of Congress or by treaty with the treaty-making powers. I have here a copy of an affidavit made by Big Hawk, relating to his capture and removal, the original of which I submitted to the Secretary of the Interior a year ago. I do not know whether it is competent evidence or not.

Mr. WILSHIRE. If you testify to that as being a true copy, it is competent.

The WITNESS. I testify that it is a true copy.

Q. Does that affidavit relate to their removal?—A. Yes, sir; at the time mentioned. He was removed handcuffed, and guns pointed at him.

Q. He states that?—A. Yes, sir.

The following is the copy of the affidavit of Big Hawk:

"STATE OF WISCONSIN,

"Columbia County, ss:

"Deposition of Ko-ro-sho-sep-ko-ta-ka, or Big Hawk, taken before me, at Portage City, this 11th day of January, 1875, through John Fisher, a three-fourths blood Winnebago, who was first duly sworn by me to true interpretation make, &c.

"My name is Ko-ro-sho-sep-ko-ta-ka, which in English is Big Hawk. I am a Winnebago Indian. I am a resident of the State of Wisconsin, and have always resided therein, and never have been on a reservation, and never have received any annuities or other gifts from the United States whatever. And deponent further says that on the 20th day of December, 1873, while this deponent was living in the town of Caledonia, in the county of Columbia and State of Wisconsin, before sunrise in the morning, while myself and friends were engaged in our annual fall feast, we were surrounded by about twenty-eight men armed with guns, and calling themselves United States soldiers, and dressed in uniform, under the command of one calling himself Lieutenant Stafford, of the Twentieth United States Infantry; that I was informed through John Fisher, as interpreter, that the said Stafford was directed by the Government of the United States to take me and my friends to Nebraska. I refused to go. After considerable conversation trying to persuade me to go, and I declining, they, among other things, offered to give each of the Indians \$50, which offer was also declined. I was then forcibly seized by two of the said soldiers, and a handcuff placed on my right wrist; and two other soldiers presented their guns at me, with cocks raised at an aim, and I

then told them if they would take the handcuff off I would go with them as far as Portage City, and they then marched me and my family and friends directly through Portage City to the depot, and was put into the cars by force, at the point of the bayonet, and were all taken to the reservation in Nebraska. There were eighty-three of us taken at that time. That the greater part of my property was lost by the removal. I lost, in ponies and other property, about one hundred dollars, and my friends lost most of their property. They refused to let me stop to see my attorney in Portage City. I was taken to Nebraska, and left without tents or shelter about a month, and we were very poorly provided with food, so that some of our number starved to death. We staid there four months and eleven days. Only one garment was offered to me while I was there. And this deponent says that he is now a land-owner in the town of Douglas, in the county of Marquette and State of Wisconsin, where he now resides thereon; that he believes he is a citizen of the State of Wisconsin under the constitution and laws thereof; that he has fully and fairly stated the facts in the above case to H. W. Lee, esquire, his attorney, who resides at Portage City, and after such statement, so made, he is advised by his said counsel, and verily believes, that the act complained of is kidnapping under the laws of the State of Wisconsin.

his  
"KO-RO-SHO-SEP-KO-TA-KA. †  
mark.

"Subscribed and sworn to before me this 11th day of January, 1875.

"K. KERMAN,  
"Notary Public, Columbia County, Wisconsin."

Q. Do you know anything about the expenditure of money or the manner in which this removal was made?—A. That would be hearsay.

Q. You do not know of your own knowledge?—A. No, sir; I have heard that Mr. Hunt was trying to get receipts last fall for the expenditure of money.

Q. Have you any other letters or affidavits that would be of any service in enlightening the committee upon the condition of those Indians?—A. I have a petition here which was presented to the Secretary of the Interior relating to Little Decora, the chief who left Nebraska in the fall of 1874.

Q. He came back to Wisconsin?—A. He came back to Wisconsin because he was starved out. In it he mentions matters relating to the Sioux war, and mentions the amount that he received on the reservation during the preceding year.

Mr. WILSHIRE. That would be competent evidence.

The following is the petition and affidavit of Little Decora, referred to by the witness:

*"Petition of Ma-hu-koo-shay-mez-he-ka, or Young Decora.*

"Your petitioner would respectfully represent that he was, at the time the circumstances hereinafter set forth occurred, a chief of the Winnebagoes, (that he and all the older members of the Decora family are baptized Christians,) and living with the tribe on the Blue Earth reservation, in the State of Minnesota. That on the 14th day of August, 1862, a delegation of three Sioux Indian chiefs came to him and urged him to participate in a contemplated war upon the inhabitants of the State of Minnesota. But your petitioner having always respected the Government of the United States and obeyed its laws, regarded such proposal with horror. But for the purpose of assisting the Government and deceiving the Sioux, he pretended to treat with them, seeming to acquiesce in their proposal. He proposed to the said Sioux chiefs that he should have three days in which to consult the other Winnebago chiefs. That on the third day from that time the Sioux should send three men for an answer, and if these men did not return upon the same day, the Sioux should consider that the Winnebagoes would co-operate with them in the massacre of the whites. This plan was agreed to by the Sioux, and they departed. Immediately upon their departure your petitioner went to the Indian agent, Major Balcom, accompanied by Julia Mason and Peter Meneke, who acted as interpreter, and then and there informed the agent of the proposal made by the Sioux, and the plan formed to defeat them, and requested the agent to send for troops. The agent, acting upon the information thus received, sent for troops, who arrived in season, and when, in accordance with the plan proposed by your petitioner, the Sioux delegation came or an answer, they were detained by the Winnebagoes, and, to prevent their escape, killed.\*

"The Sioux, after waiting the stipulated time, and finding that their messengers did not return, supposed the Winnebagoes were operating with them, divided their forces, sending the greater portion to Acton, leaving the smaller force to attack the agency, which force was totally defeated by the troops and Winnebagoes combined. And your petitioner says that he has never received any reward for said services; that many of his relations are living near Portage City, Columbia County, Wisconsin; have always lived there. And your petitioner further says, on information and belief, that those Winnebagoes

\*See Secretary Interior's Report, first session Thirty-eighth Congress, vol. 3, 1863-'64 p. 429 *et seq.*

who have staid upon their reservations have been defrauded out of their annuities; that he has always, up to within a few months, resided upon the different reservations with the tribe, and endeavored to civilize his people—but in consequence of the gross frauds perpetrated upon them, which frauds have steadily increased. As an instance, the amount paid out on the reservation was only \$4.80 *per capita*, which amount was not paid in money, but sutlers' tickets. This amount, together with a weekly ration of flour, said to be four pounds *per capita*, is all that the Nebraska Winnebagoes have received for the past year, and your petitioner, believing it to be for the best interest of himself, his people, and the Government, has abandoned his tribal relations, and removed to Columbia County, Wisconsin, and he begs that he and all the Winnebagoes may have the rights of citizenship and a division of the tribal funds and property, with such other relief to your petitioner as his services demand, and to the Winnebagoes, as a whole, as equity and good conscience requires.

"MA-HEE-KOO-SHAY-MEZ HE-KA <sup>his</sup> + mark.

"C. C. CHAFFEE, witness to mark.

'STATE OF WISCONSIN,

"Columbia County, ss :

"H. W. Lee, being duly sworn, says that the within petition was drawn by him; that the facts and statements therein set forth were communicated to him by the chief, Young Decora, through John Fisher, acting as interpreter, who, after the same was drawn, was read in his presence, and in the presence of the subscribing witness, and the same was interpreted to him by John Fisher, who was sworn by the subscribing officer to truly interpret between this affiant and said Decora, and was signed by him and attested in the presence of this affiant and subscribing witness.

H. W. LEE.

"Sworn and subscribed to before me this 26th day of December, 1874.

"CHARLES MOHR,

"Notary Public, Columbia County, Wisconsin."

The WITNESS. I have also the sworn affidavit of Blue Wing, who resided at Reedsburgh, and who was arrested at the time of this removal.

Q. By the military authorities?—A. By the military authorities and some others. He was a land-owner, and the people of Reedsburgh got out a writ of *habeas corpus* for those that were taken from that point. Mr. Hunt, or those employed under him, refused to obey the writ, and took some of the property of the Indians. This is a sworn statement of the property that was taken.

"STATE OF WISCONSIN,

"Sauk County, ss :

"Artichokee Blue Wing, (Indian,) being duly sworn, deposes and says that, on the 27th day of December, A. D. 1873, at the time the soldiers, under orders of Captain Hand, (agent for removal of Indians from Wisconsin,) the said soldiers took and carried away of his property, the following [articles of property, viz, 2 ponies, 3 guns, 6 camp-kettles, 70 traps, 5 axes, and other articles, all of which were worth three hundred dollars, (\$300.) None of which has been returned, nor does he know where the same is.

his  
"ARTICHOKER + BLUE WING.  
mark.

"Witness:

"MORIS YOUNG."

"STATE OF WISCONSIN,

"Sauk County, ss :

"Personally appeared before me the above-named Archichokee Blue Wing, and being duly sworn, and the facts as stated above being made known to him by a qualified interpreter, says the same is just and true, this 24th day of January, 1874.

"A. O. HUNT,  
"County Commissioner for Sauk County."

The WITNESS. I have here a letter that was handed to me by an Indian known as Yankee Bill. I do not know the time exactly, but I think about 1870. Yankee Bill undertook to sever his tribal relations of his own volition, and applied to the circuit court for the circuit in which he resided, took out his papers, and took up a homestead. He was one of the first who did this, before the removal became imminent at all.

Q. He took out his papers under the State laws or under the United States laws?—A. Under the State laws. This was done before I or anybody else had any great knowledge what the law was.

Q. He actually settled upon the piece of land and went to work?—A. Yes, sir; he was living on it and working it at the time of this removal. Yankee Bill handed me this letter, which Mr. Hunt had given him, showing the manner in which he was got out of the State. I think it is very suggestive :

“SPARTA, WIS., December 24, 1873.

“This is to certify that I, C. A. Hunt, commissioner for the removal of the Winnebago Indians, do hereby promise and assure ‘Yankee Bill,’ an Indian who claims exemption from the order for the removal of said tribe, on account—

“First. That he has declared his intentions, and is a naturalized citizen of the United States.

“Second. That he has conformed to the laws relating to homesteads, and has and lives on 80 acres of land in section 24, in township 18 north, of range one east, in Monroe County, Wisconsin, in compliance with the homestead laws of the United States.

“The assurance is that if said ‘Yankee Bill’ will go peaceably to the reservation with the remainder of the tribe, and remain therewith a reasonable period of time, and is then dissatisfied and wishes to return, that I, C. A. Hunt, aforesaid, will use my influence and procure the said Yankee Bill a fair and impartial trial on his claims before the proper tribunal.

“C. A. HUNT,

“United States Special Commissioner.

“Witness :

“W. H. H. CASH.”

It was found necessary to secure the leading and prominent men in any and all possible ways in order to get the Indians to go quietly.

Q. In order to take the balance of the tribe?—A. Yes, sir; and, as Big Hawk swears, they offered him \$50 if he would go; and I heard many other half-breeds—

Q. Did Yankee Bill go with them?—A. Yes, sir.

Q. Did he come back?—A. Yes, sir.

Q. How long did he remain?—A. He only remained, I think, about four months during the winter.

Q. Did many others return?—A. Nearly all of them; very few remained.

Q. You mean by that, very few of those that lived in your immediate neighborhood?—A. Yes, sir.

Q. Did nearly all of the Winnebagoes of Wisconsin return?—A. All of the Winnebagoes; and they also told me that a great many died of starvation and exposure out of those that were removed, and they were left thirty days without any shelter, as Big Hawk states in his affidavit.

Q. Are those Indians the recipients now of annuities or moneys for their support?—A. No, sir; the greater part of these have never been on a reservation, and never have had any annuities. They refused to leave the State in 1836, and they claim that they were tacitly or expressly permitted to remain—exempted from the general removal in 1836 and 1837. Many of them are young men who have been born and reared there in Wisconsin since it was a State.

Q. Have they adopted the custom of civilized dress?—A. Those have; yes, sir.

Q. Have those that are there pretty generally done that?—A. I think the majority of them; but still the older ones cling to their blankets. There is no agency there, and never has been.

Q. Have they been a source of annoyance and trouble to the white people living in that neighborhood by robbing?—A. No, sir; the only annoyance has been begging.

Q. What occupation do they pursue for a livelihood?—A. They relied very much upon picking berries until about 1870 or 1871. Public attention was attracted to the cranberry marshes, and cranberries became a subject of speculation. There are large bodies of waste marshes in that region, especially where those Indians had been for years, and I think after they became the subject of speculation that perhaps that was one cause which led to the petition for their removal. It is quite a barren country, that bears nothing but berries, and has a good deal of fur in it; and those have been the sources of a large income.

Q. Do you know of any frauds or misconduct on the part of any officers connected with the Government in the management of the Indians?—A. All I know would be hearsay. I get it from statements of the Indians. I have received several letters from the agency, written, probably for the Indians, by one Albert Nash. I have a very late letter in my possession now, which I will submit to the committee if proper.

Q. From whom?—A. From this Albert Nash.

Q. Is he an Indian?—A. My understanding is that he is a colored man.

Q. Does he live among the Indians?—A. Yes, sir; either on this reservation or just on



the borders of their reservation. His letter perfectly agrees with what the Indians told me, and substantially agrees with the testimony of Little Decora.

Q. You know nothing about these facts except as the Indians stated?—A. No, sir.

Q. Could they be ascertained if some one was there authorized to take their testimony?—A. I think that is really what is needed. There is an immense amount of information to be gathered in reference to this matter. My own mind is satisfied that the Indian has not received one-tenth of what has been appropriated. There has been an immense amount appropriated for the Winnebagoes.

Q. I asked you the question if they were the recipients of money from the Government by way of annuities or otherwise?—A. Not those in Wisconsin. I have reference now to those in Nebraska. They go visiting back and forth.

Q. What is the distance from where the Winnebagoes are located in Wisconsin to those in Nebraska?—A. It must be several hundred miles.

Q. How did they travel back and forth?—A. Mostly by rail. As soon as they got any money, they perhaps send it out to their friends in Nebraska, to visit them in Wisconsin, or those in Wisconsin will visit those in Nebraska.

Q. These appropriations referred to by you in the memorandum which you have handed me, were for the removal of the Indians, were they?—A. Yes, sir. I collated them from the acts of Congress.

Q. This first appropriation of \$15,000 was for the purpose of their removal, was it?—A. It is so stated in the act of Congress; it was for the removal of the Winnebagoes, at \$15 a head.

Q. What is this \$36,000 for?—A. For the same purpose—removal.

Q. What is the \$25,000 for?—A. For the same purpose. Then there is a re-appropriation of \$36,000 subsequently; and in that appropriation there is a proviso that that sum shall not be exceeded, and that it shall pay all promises made to those Indians.

Q. Do you know anything about the expenditure of that money?—A. No, sir; except by Mr. Hunt, and that was hearsay. I have heard that Mr. Hunt had not sent in his report or his account last fall.

Q. Is there any other matter or thing that you know and can testify to, which would be of use to the committee?—A. I think not. My information is quite general.

By Mr. PAGE:

Q. Was it the general desire on the part of the people of Wisconsin to have those Winnebagoes removed?—A. No, sir.

Q. Did anybody want them removed?—A. Yes, sir; there were petitions signed, but they were signed through political channels.

Q. What do you mean by political channels?—A. Well, some person in political life got his political friends to sign. That is the way Mr. Hunt got his position. We had this question up before the legislature, and asked them to take back their memorial. The State legislature had memorialized Congress for the removal of the Indians. It was called the Brockway memorial; Mr. Brockway expected the appointment. He has been here since, and I do not know but he has been before your committee. He was in Washington two or three weeks ago. We showed by counter-affidavits and counter-petitions that it was not the wish of the people of Wisconsin to remove those Indians.

Q. You say the legislature of the State of Wisconsin memorialized Congress to have the Indians removed?—A. Yes, sir.

Q. Did they ever memorialize Congress to have them remain?—A. Yes, sir.

Q. You say they did memorialize Congress to let them remain?—A. Yes, sir. The first memorial for their removal was revoked on the 4th of March a year ago.

Q. Have you a copy of that memorial or resolution of the legislature asking the Government of the United States to permit the Indians to remain in Wisconsin?—A. I have not.

Q. Can you direct attention to it?—A. I think it can be found in the memorials, by the Wisconsin legislature, to Congress of last session.

Q. The legislature memorialized Congress to allow these Winnebagoes to remain?—A. Yes, sir; or, in substance, revoking their previous memorial.

Q. What were those letters from Governor Washburn to the Secretary of the Interior?—A. Nothing more than is referred to in those letters.

Q. Were they upon the subject of removal?—A. Yes, sir, I judge so.

Q. Was the governor of the State in favor of their removal?—A. Yes, sir; Governor Washburn was.

Q. What reasons were given in those petitions sent to Congress, for those Indians to remain in Wisconsin?—A. The reasons given were that they were of service to the State; that they were peaceable, and had a right to remain there; that, in fact, they were citizens of the State.

Q. Were they citizens of the State?—A. I claim that they were *de facto* citizens of the State.

Q. What do you mean by that?—A. I mean that they had, as far as they could, abandoned their tribal relations—that is, a certain portion of them had.

Q. You say you are a lawyer; what is there in the statutes of Wisconsin with reference

to the naturalization of Indians?—A. There is nothing in relation to the naturalization of Indians, except the constitution of the State, which provides that persons of Indian descent, not members of any tribe, are voters.

Q. Does that refer to half-breed Indians?—A. I should judge so; yes, sir.

Q. Are they regarded as citizens in the usual sense of the word, and competent to preempt public lands?—A. The Attorney-General has passed adversely on that question.

Q. Are the Indians allowed to vote in Wisconsin?—A. I understand the question comes up, under Mr. Cate's election, whether their votes cast on the reservation were legal.

Q. Does the constitution of your State permit anybody to vote but a citizen?—A. No, I think not, unless it be that clause relating to the Indians; that is a special clause.

Q. Where they have severed their tribal relations?—A. "Not members of a tribe," is the language of the constitution.

Q. Are there any Indians not members of the Indian tribes?—A. I do not know of any under the rulings of the Indian Department. I know that Yankee Bill attempted to sever his relations with his tribe by declaring his intention before a State court.

Q. Was he admitted?—A. Yes, sir.

Q. He filed his declaratory statement?—A. Yes, sir.

Q. Under the Constitution of the United States, is he not a citizen?—A. That is a question of law I am not competent to pass upon. I think under the decision of the Attorney-General, which you will find in the seventh volume of the Attorney-General's Reports, that the Indian cannot entitle himself to the pre-emption of homestead lands. I understand his decision to be to that effect.

Q. He could not until he had severed his tribal relations?—A. Yes, sir.

Q. How was it after that?—A. Of course he was entitled as a citizen.

Q. You say the people of Wisconsin did not want these Indians to be removed?—A. No sir; the people of Wisconsin, by a majority, would so decide, if a vote was taken to-day.

Q. You spoke about political influence; what do you mean by political influence? Was one political party desirous that they should remain, and another desirous that they should leave?—A. I think Governor Washburn may be called the head of the republican party.

Q. Did the republican party want the Indians to leave?—A. I think so.

Q. And the democratic party wanted them to remain?—A. I know I could not get a statement published in republican papers, such as the Milwaukee Sentinel, and I supposed from that that it was a party question.

Q. Am I to understand that the republican party wanted them to leave and the democratic party wanted them to remain?—A. I think that is a fair statement.

Q. Do the Indians vote up there?—A. For a number of years the Chippewas have voted for local officers.

Q. Did they vote for members of Congress?—A. They did this year, for Mr. McDill, the last member. He is now dead.

Q. Did they vote for any other members of Congress?—A. Not that I have any knowledge of. My attention has not been called to the question of the Indians for the last three years—since this removal.

Q. Did any of them vote for Mr. Cate?—A. I do not know.

Q. Do you know that any of them voted for Mr. McDill?—A. Only by hearsay. There are very few white people in the northern counties in that district, and they cast only 150 or 160 votes, all of which were for McDill except two.

Q. Is your objection to the removal of the Indians based upon political grounds, or high considerations for both the Indian and whiteman?—A. Both. It is for the best interests of both Indians and whites that they should be allowed to take their place among the rest of the inhabitants, and the constitution and laws of the State contemplate it.

Q. As a political question, do you desire the Winnebagoes to remain in Wisconsin upon political grounds?—A. No, sir; I do not think it is a political question.

Q. I understood you to say it was.—A. No, sir; I claimed that the republican papers and some of the republican leaders have seemed to regard it as such.

Q. Are the democratic papers all in favor of their remaining?—A. I cannot say they are.

Q. Have they published any articles in favor of their remaining?—A. O, yes. The Milwaukee News and other democratic papers have been willing to publish an article on the subject occasionally.

Q. Do you know of any frauds in the removal of any of these Indians practiced by any Government officials?—A. Only what the Indians tell me.

Q. I want to know if you know of your own knowledge?—A. No, sir.

Q. Do you know of any misappropriations of moneys by any Government official for the removal of these Indians?—A. No, sir; only by hearsay.

Q. You are the attorney for the Indians, are you?—A. Yes, sir.

Q. The interest you take in this matter is as an attorney, is it not?—A. In part, yes, sir; I have a little professional pride; and I would like to see the laws obeyed.

Q. What laws have you reference to?—A. The ordinance of 1787 protects these Indians in life and property, and that law has been violated grossly.

Q. By whom?—A. By Mr. E. P. Smith.

Q. In what way?—A. By sending United States troops and forcibly taking them from their labor and homes, and carrying them out of the State, and starving them.

Q. Did he do this?—A. Yes, sir.

Q. Whom did he take out of the State and starve?—A. He took out something over 700 of these people.

Q. Give us the names of some—some of the dead ones.—A. Yankee Bill is a very good illustration.

Q. Is he dead?—A. No.

Q. Did they starve him to death?—A. No, sir.

Q. What others can you name?—A. There is a son of Big Hawk that was starved to death.

Q. Starved to death?—A. So Big Hawk claims.

Q. I want to know what you know about it.—A. I was not present when he died, and do not know.

Q. Do you know anything about his being taken out there and starved?—A. I know that the United States troops took these—

Q. I am on the question of starvation now.—A. I was not present in Nebraska.

Q. Do you know anything about it of your own knowledge?—A. I did not follow them there.

Q. I say do you know anything of your own knowledge about their starving?—A. My knowledge is derived from information which is credible.

Q. What is the source of that information?—A. The Indians themselves.

Q. No others?—A. No, sir.

Q. By whose orders were United States troops sent up there?—A. I could not tell.

Q. How many troops were there?—A. Lieutenant Stafford refused to show his orders.

Q. Refused to show them to whom?—A. Me.

Q. Did you have any authority for such a demand?—A. No, except the general authority an attorney has to learn by what authority any act is done unfavorable to his client. It is rather necessary to set out the orders upon which the act was done in the petition for the issuance of a writ of *habeas corpus*.

Q. Is it usual for an attorney to question United States officers acting in the discharge of their duty?—A. Perhaps not; neither is it usual for United States judges, I believe.

Q. How many troops were sent up there?—A. I think about 28 or 30; I did not count them.

Q. Did they use any force?—A. Big Hawk swears that they presented arms, and put shackles on him.

Q. How many Indians did they shackle?—A. I think they only attempted to shackle the chief; that is the custom.

Q. Did the chief refuse to comply with the demands of the lieutenant?—A. Yes, sir; he said he refused to go, and refused the bribe.

Q. Were any Indians wounded that you know of?—A. No; I did not see any that were wounded.

By Mr. WILSHIRE:

Q. What is the nearest town of any importance to this reservation where the Indians are now, and where they were at the time they were taken away?—A. Portage is the nearest, and has about 5,000 inhabitants.

Q. How near is it?—A. About three miles.

Q. You say you asked the officer to inform you by what authority he was acting in his forcible removal of those Indians?—A. Yes, sir.

Q. Did he refuse, under any circumstances, to tell you?—A. He did; and told me if I did not get out of the way I should be taken care of.

Q. What did you understand by his saying that you should be taken care of?—A. That I should be arrested as obstructing the Government.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., April 6, 1876.

J. L. GIBBS, sworn, examined by the chairman of the subcommittee, Mr. WILSHIRE.

Question. State your age, residence, and occupation.—Answer. I am fifty-two years of age, and am residing temporarily here; my family, however, are in Nebraska. I have held this as my residence or place of business for ten years. I am a member of the bar by profession; that is my business.

Q. State anything you know about a sale made by Dr. Anson Dart to the Indian Bureau of a medicine known as the "Sanitary Specific," or any connection you may have had with it.—A. The only connection I ever had with it is, that at one time I was introduced to Dr. Dart by Dr. Bliss of this city, at his office. I was there—he was treating me professionally when Dr. Dart came in, and on this occasion I was introduced to him; he said to me that

Dr. Dart had a sanitary specific which he wished to introduce or sell to the Interior Department for the Indians; that he had been down and talked about it professionally; and I think Dr. Cox had also been there on the same business; that he was too busy to attend to it, and wished that I would go with Dr. Dart and take his place, so to speak. And I went with Dr. Dart to the Interior Department. The doctor told me that he was expecting or had been led to believe that he would get an order for this medicine. I called upon John Delano, who was chief clerk of the Department, and inquired the status of it. He told me that the only way to get it introduced or purchased was upon the recommendation of the Commissioner of Indian Affairs, who was at that time Francis A. Walker, but that he was opposed to the purchase.

Q. Who was opposed to it?—A. Walker. He said that they must act upon the recommendation of the Commissioner of Indian Affairs. I then left the room, and reported to Dr. Dart the result of the interview. The doctor told me that he knew he was opposed to it; that he would not recommend the purchase of vaccine-matter to prevent small-pox. I told him that I considered that decision as settling the matter; that there was no use in talking any further about it, since the directions were from the Secretary's Office not to purchase unless with the recommendation of the Commissioner; and I had nothing further to do with it. Soon after Walker was removed and Smith appointed, I learned from Dr. Dart that he had sold five thousand bottles of the specific for five thousand dollars to the Indian Bureau. That is all I know of the transaction.

Q. You had no connection with it further than that?—A. None whatever.

Q. In the testimony of John H. Smoot before this committee, your name is mentioned as his informant in respect to a desire on the part of this committee, or some member of it, to shield Mr. Bosler. I will read that portion of his testimony:

“Question by Mr. PAGE:

“Q. Who was the party? (That is, the party who stated to witness that such a desire existed.)—A. I do not know that I can give it.

“Q. You stated in your direct examination that you had heard the same thing yourself.—A. Yes, sir.

“Q. From whom?—A. I do not remember the first name of the gentleman. The man who spoke to me about it was Gibbs.”

Q. Referring to that statement now, I will ask whether any conversation took place between you in which you made any such a statement?—A. No, sir.

By Mr. PAGE:

Q. Have you any reason to believe that such is the fact, that there is any such disposition on the part of this committee or any member of it?—A. None whatever.

Q. And you state that no such conversation was had with Mr. Smoot?—A. No such conversation ever took place.

By Mr. WILSHIRE:

Q. Have you reason to believe that there is a disposition on the part of this committee or any member of it to shield Bosler?—A. None whatever.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., Thursday, March 9, 1876.

CORNELIUS L. VAWTER sworn and examined.

By the CHAIRMAN:

Question. State your age, residence, and occupation.—Answer. My age is twenty-five my residence is at Helena, Mont.; and I am a merchant.

Q. How long have you resided at that place?—A. About seven years.

Q. As a merchant have you transported a great amount of goods or supplies from any of the markets; and, if so, from what market?—A. Yes, sir; from these eastern markets—from Baltimore, Pittsburgh, New York, and Saint Louis.

Q. By what routes were your goods usually transported?—A. They are usually shipped up the Missouri River in the spring of the year.

Q. State whether you transported any goods up the Missouri River during the summer of 1873-'74-'75?—A. Yes, sir.

Q. What lines of boats were you in the habit of shipping your goods upon?—A. Well, we had no particular line. We used to make a contract every year. We would make the best contract we could. One year we had it with Kountz, and the next year with Coulson.

Q. What year did you contract with Kountz's line of boats?—A. I think it was in 1873.

Q. Between what points did he transport goods for you?—A. Saint Louis and Fort Benton. Well, no; I think that year it was on the Upper Missouri. I think the Diamond R Company had a contract with his line of boats, and our contract was not directly with him.

Q. State anything you know in regard to the character of the boats belonging to the Kountz line; whether they were regarded by you or by the commercial people of that country, generally, as being suitable and sufficient for the speedy transportation of goods up that river.—A. I will state that it was not considered a speedy line or a safe line; but that year that our goods came over that line—in fact, all the merchants there—rather lost that year in business on account of their going over that line.

Q. The merchants in that country did?—A. Yes, sir.

Q. Do you know anything about what the cost of that was?—A. Well, his boats could not climb that river. That is the truth of it. He only had one good boat that I know of.

Q. Are you a steamboat man?—A. No, sir.

Q. Then you do not know anything about the capacity of his boats except from the fact of his failure to transport goods that you were interested in?—A. Yes, sir; he never could get them there on time.

By Mr. TUFTS:

Q. State how long you have been in Montana.—A. About seven years.

Q. State what you know in regard to the arrangement for carrying of freight between Montana and the States.—A. We have three lines there. One is by the way of Corinne and the Union Pacific Railroad, and the other is by the way of the Northern Pacific and Bismarck or Carroll to Helena, and the other is by the way of the Missouri River, from Saint Louis and Sioux City.

Q. What were the arrangements for the business in the year 1874?—A. I think that is the year that the most of the merchants there contracted with the Diamond R Transportation Company.

Q. What is that?—A. E. G. McLean & Co. was the firm. They gave through rates from New York and Saint Louis over the Northern Pacific Railroad, and by the Kountz line of steamers from Bismarck to Carroll, and then by their own teams from Carroll to Helena.

Q. Was this arrangement in 1874 with Kountz on the Missouri River? That was a year ago last summer?—A. Yes; I think it was; it was either 1873 or 1874.

Q. You had better fix it in your mind.—A. 1874, I think. I could tell exactly by my books.

Q. Do you know what the arrangement was; what were the arrangements for the business in 1874? Was there any arrangement made with Kountz?—A. I think so.

Q. Will you state what you know of the character of the boats used by Mr. W. J. Kountz in carrying freight to and from Bismarck in the year 1874, and of the manner in which his arrangements with the Northern Pacific Railroad Company were fulfilled?—A. I do not think they fulfilled their contract.

Q. You do not think who fulfilled his contract?—A. Kountz.

Q. State what you know about it.—A. I know that the goods that year were all either three or four months behind time; that is, the merchants virtually lost that season on account of that line of steamers.

Q. Through the negligence or inability of Kountz to fulfill the contract?—A. Yes; through the inability; I do not suppose there was any negligence about it.

Q. It was inability, and not negligence?—A. I think so, sir.

Q. State what steps, if any, you took to change the arrangements existing at that time, and why you took such steps.—A. We could not do anything that year, but the next year we took good care to contract with another line.

Q. Did you take any steps to change the contract or make different arrangements?—A. We could not that year; no, sir.

Q. Did you take any steps to do it?—A. No, sir; we just had to stand it.

Q. What was the feeling among the Montana merchants and shippers in regard to the manner in which Mr. Kountz performed his contract with the Northern Pacific Railroad and others in the carrying of freight in 1875?—A. They were all down on Kountz.

Q. General dissatisfaction, was there?—A. Yes, sir; general dissatisfaction.

Q. Among the shippers and merchants?—A. Among the shippers and merchants; all of them without exception.

Q. From your knowledge of the manner in which Mr. Kountz performed his contract in 1874 for carrying freight, could you have entered into any contract or arrangements with him to carry any considerable amount of freight on the Missouri River?—A. We could contract with him for slow freights, you know, where it would take the whole season to get it there—goods that we did not want until winter.

Q. The goods that you were continually using would not be safe in coming?—A. No, sir; goods wanted there in the summer season and early in the fall we would not have contracted with him for.

Q. From what you know of the character and the experience you have had with Mr. Kountz as a contractor for the transportation of freight, and the character of his boats, and his ability to perform a contract in accordance with the agreement in the contract, would you, acting on the part of the Government, or on the part of anybody, have awarded him a contract?—A. I do not know that I exactly understand your question.

Q. I want to know if, from your knowledge of the character of his boats and of his ability or inability, from the character of the boats used in the transportation of freights for the Government, or any one else that needed their freights along at different times, would you have entered into a contract with him for the transportation of goods upon those boats?—A. I would not; no; although the next year we shipped a few goods by Kountz's line that we did not need until winter. It took them all summer to get up the river.

By the CHAIRMAN:

Q. State whether these delays of Mr. Kountz were not the result of a low stage of water in the river.—A. No, sir; I think not. Other boats were on time.

Q. Other boats were making time and trips during the same period?—A. Yes, sir.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., April 10, 1876.

MAHLON STUBBS sworn and examined.

By Mr. PAGE:

Question. Give your name, age, residence, and occupation.—Answer. My name is Mahlon Stubbs; I am fifty-one years old and past; I live in Emporia, Lyon County, Kansas, now; my occupation is farmer.

Q. What position do you hold now?—A. I have no position now with the Indians.

Q. Have you held any position as Indian agent?—A. I did.

Q. At what time?—A. I was appointed the first time in August, 1869. I took charge of the office, I think, on the 9th day of August; and then I was re-appointed.

Q. What agency?—A. The Kaw Indians.

Q. You were re-appointed in 1871?—A. I was re-appointed in the year of 1870.

Q. How long did you hold that position as Indian agent at that reservation?—A. I held it five years, lacking a month and five days, I think it is. I am not going to be positive about dates. I am not very good at that.

Q. I would like to have you go on and state, as I was not present here when Mr. McMillan gave his testimony, and of course I have to grope my way in the dark. I understand that there was some testimony given in reference to the sale of timbers on that reservation, and the right of way for a railroad. Give a detailed statement if you can of all that transaction. What was done in the matter?—A. I don't know that my statement will be very valuable; I don't know hardly how to describe it, for I had no idea what I was summoned here for, and that is something that I haven't even thought of until you came into the room. That was in 1869.

Q. Is there anything here in the Department that you can get to refresh your memory?—A. Of course, I made a detailed statement of all the expenditures in my account, but I can tell you this much, that in July, I think it was, 1869, the superintendent—it was then the expectation that I would be appointed agent and Robert Stevens the general manager of what was then called the Southern Branch of the Union Pacific Railroad—had called on him and wanted a right of way, and Superintendent Hoag, of Lawrence, wanted me to accompany him out to the reservation. I was not agent at the time.

The examination of this witness is suspended.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., April 10, 1876.

AARON K. MURRAY sworn and examined.

By Mr. PAGE:

Question. State your name, age, residence, and occupation.—Answer. Aaron K. Murray. My occupation at the present time is farming for myself. I reside in the town of Hamlin, north of Audubon and of the station on the North Pacific Railroad three miles.

Q. How long have you resided in that vicinity?—A. Two years this present month, not on my farm all the time. Part of the time I was in Audubon, but it is two years since I was there in the vicinity.

Q. Have you held any appointment under the Government?—A. I have held an appointment under the agent at White Earth.

Q. Mr. Smith?—A. Mr. Smith.

Q. What year?—A. Commencing in March, 1871, I think. I have no data to go by.

Q. What position did you hold?—A. When I was first hired I didn't know what I was going to be; but I was assigned—as that had formerly been my business—I was assigned to the charge of the mill, and the getting out and running of the lumber.

Q. How long did I understand you to say you were acting in this capacity at the White Earth reservation?—A. It was three years.

Q. During all of Mr. Smith's administration were you there?—A. I was there during all his administration.

Q. Do you know anything about the purchase of scrip by Mr. Smith from the Indians?—A. I do not know, and I will state why I do not know. I was, while there, isolated from the agency proper, a distance of some five miles, and my business was very different. I say I don't know. I do know what I have heard from the Indians—or not from the Indians, but the half-breeds themselves, as they were connected with the mill by hauling timber; and when I saw one come down with a new yoke of cattle or anything, I would make a remark, and from that I found out how they obtained them.

Q. Was this information from reliable sources that you had?—A. No, sir; I don't consider any half-breed information very reliable.

Q. You say you had charge of the saw-mill?—A. Yes, sir.

Q. State minutely as you can the management of the mill—whether there was any lumber sold, and upon whose order; what was done with the money, and all about the management of the mill.—A. When I first took charge of the mill, as near as I can recollect, when I first took charge of the lumber interest of the White Earth reservation, there was run down somewhere—I won't state it wide—but somewhere from 300,000 to 600,000 feet of logs, and those logs were sawed. I think not any part of it was sold of that part; that is my impression now. Why I have this impression is that I had been in this lumber business before I came there, upon the Wisconsin River, in Wisconsin, and I know something of the expenses of the getting out, running, and sawing; and whenever there was lumber sold I think they came to me to find out what the price should be.

Q. You fixed the price?—A. I fixed the price. I don't know but what it was afterward put lower or raised higher, but I was told to fix the price.

Q. This lumber was sold by the orders of Mr. Smith?—A. No, sir; I never got any orders from Mr. Smith, but yet I am of the opinion that Mr. Smith knew it; it was for the benefit of these Indians.

Q. About how much lumber do you remember was sold during your administration there?—A. I couldn't tell. All of it went to Bishop Whipple for a church and hospital and house for the missionary, and one for Mr. Johnson. I hardly know which was the missionary; whether it was the Indian or whether it was the white man.

Q. Mr. Johnson the chief?—A. No, sir. If you will allow me to ask I can find out right here.

Dr. BODLE. Mr. Johnson was the missionary, a native missionary, an Indian.

Q. How was this lumber paid for?—A. That I couldn't tell you.

Q. Do you know to whom it was paid?—A. That I don't know; I couldn't tell you.

Q. Do you know of any frauds committed by Mr. Smith while Indian agent at White Earth?—A. No, sir; I do not. I not only do not know, but I don't believe that there has been any frauds committed by him.

Q. All this lumber transaction you regard as being perfectly legitimate and in the interest of the Indians, do you?—A. Wholly so.

Q. Were Indians employed to work 'around the mill?—A. My orders from him were strictly, "Employ Indians where you can."

Q. You did employ Indians?—A. I did.

Q. How many, about, did you have in your employ?—A. I think I had at times as many as thirty. It seems a large number, but I will explain why. The Indians, with the exception of a few of them, were unaccustomed to work. They were in their breech-clouts and blankets, nude, except the breech-clouts in the summer-time; and he came to me, and he says, "I want you now to take those Indians, and, if possible, as they will be entirely under your charge, I wish you would get them from this miserable habit of gambling and try to get them to work; get them to put on clothes; have them dig up these stumps around here in the yard; dig up those on the hill-side; clean this place up and fill up in this slough in front of the mill, and make this look different; work every Indian that you can."

Q. Did you keep a regular time-table?—A. I kept a regular time-table of their work all through from the time that I first commenced; but for the first, perhaps, two quarters I had no books. I never did really have any books. I had in my own pocket a little book, and I just put down their names and kept it, so I should make no mistakes.

Q. Were those Indians paid for their work?—A. They were paid really more than they earned, and we couldn't get them to work unless we did. That was the only way that we could get them to do anything, was simply to encourage them.

Q. Do you know anything of Mr. Smith's selling Government cattle, work-oxen, to Indians, and taking his pay in scrip, and charging the Indians with the cattle as Government cattle?—A. I do not.

Q. If you know of anything in reference to the management of Indian affairs up there, either so far as the saw-mill was concerned or any other transaction which you think would be important to the committee, tell it.—A. I have thought of many things, some important things that I wished and hoped I might be able to remember so as to tell you, but I didn't make a minute of them, and now they are really out of my mind.

Q. I was not informed of what information you had, and I am entirely at sea about what questions to ask you, but I will ask you a general question, to state all you know in reference to the management of Indian affairs.—A. As I see now the drift of this thing, that it is in relation to Mr. Smith, I will say this much of my own knowledge: that when Mr. Smith first took charge there and got to operating and they began to receive the benefits of his administration, I recollect of hearing those who could speak the English language well enough to be understood, speak of him as a father to them, that his mode of operating was so different from what it previously had been. There were a class of white men who had intermarried with the squaws and half-breeds; I don't know that the half-breeds had been paid previously in this way, but the white men, I know, had. I could give you a number of names that had been paid by the Department; the outgoing administration, military, had been paid with certified vouchers. As soon as Mr. Smith came in and got to work, they came to him—well, the first I knew of it, they came to me and wanted to know if I supposed he would do anything to try to help them to get their pay. Says I, "What do you refer to?" They said, "certified vouchers." I said I didn't really understand the real meaning of those certified vouchers, but "anything Mr. Smith can do to help you, if you can only make the case plain to him, and he sees it is just and right, he will do it; I am certain of that."

Q. Do you know whether the Indians improved under the administration of Mr. Smith in civilization?—A. I do know they did. I know those Indians did improve, for when he came there, as I said to you first, they were in breech-clouts, and it was hard getting them to work.

Q. Were they in a better condition when he resigned his position as Indian agent there than they were when he was first appointed?—A. They were.

Q. Much better, were they?—A. They were, because they were farmers, and they had begun to raise their own crops and began to do something for themselves. I could refer you to the testimony of one Indian chief at Saint Paul, in which that question was asked, and he said, "Yes; I am better off."

Q. Do you know, upon the whole, that the administration of Mr. Smith, from your own personal knowledge up there as an employé of Mr. Smith, the Indian agent—do you think that his administration was favorable to the Indians and well received by them, and that they were satisfied with it, from what you know personally?—A. From what I know—that is, from those that worked for me, it was; it was favorably received, and to-day I believe that if Mr. Smith was back there, take the Indians—I don't say the half-breeds—but take the Indians, and Mr. Smith, when he goes there, will be recognized as a friend, and they will all be glad to see him. I believe it. I know it has ever been so whenever I have seen him return there. I know it has ever been so by all the chiefs and all the headmen of the reservation—the Indians; I do not mean to say the half-breeds or the white element that is in there that is intermarried.

Q. Have these half-breeds there at the White Earth been rather a disturbing element in the management of Indian affairs?—A. They have since I have been there; I don't know how it was before.

Q. Can you think of any other facts within your own knowledge that you could detail and give us any information in reference to the management of Indian affairs up there? You were not there during Mr. Douglass's administration?—A. I lived there. Mr. Douglass had been in the agency for a short time, but further than my own department I knew but very little about his office—the headquarters office. I knew but little only as my own department would bring me there.

Q. You say you don't know to whom this money was paid for the purchase of the lumber manufactured at your mill?—A. No.

Q. You don't know whether it was paid to Mr. Smith or not?—A. I don't know anything about that.

Q. Was the price fixed by you for that lumber?—A. I was ordered to.

Q. Was it fixed in accordance with your estimate of the cost of manufacturing it and the price you would charge to any other outsider for lumber?—A. O, no; it would not be as high as what we would have charged if it was allowed; but we never sold to outsiders.

Q. You only sold to those who were building houses for Indians?—A. Building houses for Indians, and of such magnitude, that is, where the department—where the Government—really could not step in and build, and where it was a benefit to the Indians—a direct benefit to the Indians; such, for instance, as hospitals to gather in their sick and care for them, or churches for them to gather to their meetings.

Q. Did they build any school-houses with this lumber?—A. O, yes, sir; there has been one large room for studying, for recitations, and one dormitory—two dormitories. One has unfortunately been burned while I was there.

By the CHAIRMAN:

Q. You say that lumber was sold only to Indians or persons constructing Indian buildings. Was there any lumber sold to persons who didn't live on the reservation, out on the railroad somewhere, at some point?—A. If there was I would not know it. There is no one that I have ever known that has taken lumber there except those who have married Indian, or Indian mixed.



By Mr. PAGE:

Q. If lumber had been handled from the mill by persons living off of (the reservation wouldn't you have known it?—A. I might have known it. No, I wouldn't have known it unless they had come to me with just such definite knowledge and given me that definite knowledge.

Q. Upon whose order did you deliver lumber to anybody?—A. Upon the order of the carpenter.

Q. The carpenter at the agency?—A. Yes, sir; the carpenter at the agency; he gave all orders.

Q. Then when persons come for lumber with an order from him you delivered that lumber?—A. I delivered the lumber.

Q. This lumber might have been sold and hauled off of the reservation and you not know it?—A. Yes, sir; it might have been. I delivered to these traders; they were hauling lumber a great deal. I delivered lumber to them, but it was lumber that they were hauling to these buildings that were to be built, such as hospitals and churches and schools.

Q. What I wanted to know was, whether there was any lumber sold off. We have testimony here that there was a large quantity—that one man built a large house out on the railroad, I don't remember his name, and bought some considerable lumber. Did you ever receive any money yourself for any lumber sold?—A. Never.

Q. None at all?—A. No, sir.

Q. The payments were all made at the agency?—A. Yes, sir.

Q. You say you were not at the agency all the time, your business being some miles distant?—A. Yes, sir.

Q. Might not Mr. Smith have disposed of Government goods or cattle in exchange for scrip and you not know it?—A. He might have done it if he had been dishonest himself, I presume.

Q. I simply asked the question whether it could be done or nor without your knowing it.—A. Anything of that kind could be done without my knowing it, for sometimes it would be weeks that I would not be up at the agency; it was a bad road and in some seasons of the year almost impassable.

Q. What Christian denomination has charge of that agency?—A. It is an Episcopal now.

Q. At that time?—A. At that time it was a Congregational.

Q. Was Mr. Smith, the agent, a member of that congregation?—A. He was.

Q. What denomination do you belong to, if any?—A. To the Congregational, but I didn't at that time. At the time I was on the reservation—well, I was not really a member of any church; but I had been, previous to my going there, a member of the Methodist Church; but since I have left the agency I have united with the Congregational.

Q. I understood you were there during all the time of Mr. Smith's agency?—A. Yes, sir; I think I was there all the time.

Q. I will ask you to state now, if you know of any irregularities on the part of any of the officers connected with the agency or any Government contractors or any employé.—A. I do not; the only thing that I could know would be in relation to my own department, because I never had any dealing.

Q. Was there anything of that character in your department?—A. There could not be anything in my department contrary to regulations in the sale of anything. For instance, in lumber. I couldn't sell any, because it had to go right past the agency; it was impossible for me to make a sale.

Q. I am not talking about the possibilities or impossibilities; what was the fact? Was there anything irregular or improper done by you or under your direction, or to your knowledge?—A. I can't think of anything.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., April 10, 1876.*

F. S. BODLE sworn and examined.

By Mr. PAGE:

Question. Give your name, age, residence, and occupation.—Answer. F. S. Bodle. My residence is White Earth reservation, Minnesota. My occupation is physician; aged thirty-eight.

Q. Are you a practicing physician?—A. Yes, sir.

Q. How long have you resided at the White Earth reservation?—A. Since April, 1871.

Q. Are you residing there at the present time?—A. I am.

Q. Do you know of your own knowledge of any frauds or irregularities connected with the Indian Department during the administration of Mr. Smith?—A. When it comes to irregularities, there might be a great many things irregular that I don't know anything about; but I don't know of any fraud. There might be a thousand things irregular that I don't know anything about.

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By the CHAIRMAN :

Q. Are there any irregularities that you know of?—A. Not that I know of, sir. I don't know of any fraud or any irregularities so far as I know.

By Mr. PAGE :

Q. Were you familiar with the administration of Indian affairs of Mr. Smith as Indian agent at the White Earth reservation?—A. Yes, sir; it might be said that I was familiar.

Q. State from your personal knowledge what you know of Mr. Smith's administration. Was it in the interests of the Indians and economy, and for the purpose of civilizing the Indians, &c.? State what you know about it.—A. I think that the administration of Mr. Smith was decidedly in the interest of the Indians. I think that when we first went to White Earth reservation—he and I went there about the same time—I think that four-fifths of the Indians there were in their breech-clouts. I think at the end of two years, when he left, a half or three-fourths were dressed in civilian clothes.

Q. Were many of them engaged in some useful pursuit?—A. I think that an Indian never raised any wheat before Mr. Smith went there. I think the last year he was there the grasshoppers eat us all out, but there was a large number of Indians that sowed ten acres of wheat the last year he was there. The first year he was there there were some Indians that raised 50 and 60 bushels of wheat. In agriculture they decidedly improved. In their mode of living they decidedly improved.

Q. Improved in morals, did they?—A. Yes, sir; they improved in their habits of life. I think when he left there there were three-fourths of the Indians living in houses, good, story-and-a-half houses; they learned how to work of Mr. Smith.

Q. State any fact you may know, either for or against the administration of Mr. Smith.—A. It is very hard for me to call up to my mind.

Q. You state that the grasshoppers eat you out in 1872?—A. Yes, sir.

Q. What was the condition of Mr. Smith in reference to furnishing the Indians that had lost their crops with supplies from the Government storehouse?—A. He was limited in that—in his money matters, of course—but the grasshoppers went away about the 6th of July. I know that he bought a very large quantity of potatoes for them, and those potatoes were planted, even up in that northern country as late as that, and though they didn't ripen they were very large, and were eatable, and the Indians raised a fair crop of potatoes that year.

Q. Do you know of his refusing to give the Indians when they applied for food; do you know anything of his refusing to issue them rations from the Government warehouse?—A. The law was there that an Indian must work for it—with him.

Q. Was that a rule of his?—A. That was a rule of his, that an Indian could not get anything unless he worked for it. There might have been cases of old women, but it was the exception. The rule was that every man must work for what he got out of the warehouse. And there I wish to say that probably there has been the most fault found with Mr. Smith, and that was the real cause of opposition.

Q. To compel the Indians to work?—A. To compel them to work; yes, sir. The Indians claimed that their money was appropriated by Congress for them; it was their money; Mr. Smith made them work for it, and they had to earn it again.

Q. Do you know whether at any time he refused to give them food from the Government warehouse when they were really in a suffering condition for food?—A. Not if he had means to do it with.

Q. Do you know anything of—what is the name of this tribe at White Earth—the Mississippi band of Chippewas? They admitted another band of Indians to their reservation.—A. The Otter Tails.

Q. Under an understanding, as I am informed, that they were to receive the \$25,000 appropriated by Congress to the Otter Tails?—A. Yes, sir.

Q. Do you know anything about the manner in which that money was expended?—A. It was expended for agricultural and improvement purposes for the Mississippi Chippewas—farming and building.

Q. Do you know how much of that money was ever received by Mr. Smith?—A. I couldn't tell that.

Q. Do you know of any dissatisfaction growing out of that matter by the Indians?—A. Not by the Indians, but by the half-breeds and by traders, too—by Indian politicians, half-breed politicians.

Q. Were you present at a council when Miss Cook was sent up there by Mr. Smith to assist Mr. Douglas in obtaining vouchers?—A. I was.

Q. The testimony of Mr. Beauleau was that these Indians were called upon to sign vouchers for money received or goods paid for that they didn't understand and didn't know anything about, and all they were required to do was to come up and take a pen, without really understanding what they were signing the vouchers for. Do you know anything about that?—A. It was after there had been a council held. The Indians were notified that there was a small bill of goods that had been given out. It was a custom before this—it is a custom that is done away with; Mr. Smith did away with the custom—whenever we have an Indian council the first thing is to give some tobacco and things; and the custom

was not to have the chiefs sign at that time, but after the council; or the next day the chiefs would come in and voucher for it. Upon one occasion—it was explained there in council—there had been tobacco given out, and there may have been some other provisions; my impression is it amounted to \$300. I remember it very distinctly, and Miss Cook wanted them to voucher for that. It was for goods, as I understood it then, and as I heard it explained there, and it was given out to the council and it had been overlooked.

Q. It was for goods already received?—A. Yes, sir; it was a small sum.

Q. Do you know anything of any transaction between Mr. Smith and the Indians in reference to the purchase of scrip?—A. I know cattle and wagons have been given to Indians for scrip.

Q. Whose cattle and wagons; who did they belong to?—A. I would state this: I received \$1,300 worth of scrip; Mr. Smith gave me \$1,300 and told me to go down in the white settlements and purchase cattle as cheap as I could, and when I came back—it was yearlings and two-year olds, and it is very difficult to get vouchers in that way—and when I came back, I couldn't state just the number of dollars that the Government vouchered for, but it is my impression that it was \$300, and the other thousand dollars Mr. Smith said wouldn't be vouchered at all. I know some of those cattle were given out for scrip, but I didn't inquire into it.

Q. The scrip belonged to the Indians; it was land-scrip?—A. Yes, sir; it belonged to the half-breeds.

Q. And Mr. Smith sent you to purchase scrip of the Indians?—A. No, sir.

Q. You took the scrip from the Indians?—A. No, sir; I never handled any scrip, but he sent me to purchase cattle.

Q. He gave you \$1,300 to purchase cattle for the Indians?—A. Yes, sir.

Q. Where did he get this \$1,300?—A. He didn't state to me that.

Q. Did you understand that this was Government funds that he gave you to purchase cattle with?—A. I don't know just what my understanding was; I will state—and I don't know that I have any positive proof now—that Mr. Fletcher and Loring—I wouldn't state that, but it was my impression that there was money left there at White Earth for Mr. Smith to use for the Indians—and they had the scrip.

By the CHAIRMAN:

Q. Money left there by whom?—A. I understood by Fletcher and Loring.

By Mr. PAGE:

Q. To purchase scrip with?—A. I always understood so; at all events I purchased \$1,300 worth, and there was only a voucher to the Government of \$300 or maybe \$350.

By the CHAIRMAN:

Q. What account was made of the other thousand dollars?—A. I don't know.

By Mr. PAGE:

Q. It was not Government funds, probably, was it?—A. That was my understanding at the time; that has always been my understanding.

Q. In all of the transactions of Mr. Smith in reference to scrip, was it solely to protect the Indians and see that they got value received for their scrip and that the money was invested for them for some useful articles?—A. That was decidedly so. The price that they got for their scrip before we went there was \$25.

Q. And it was worth \$200?—A. It was worth \$200. Mr. Smith got \$200 for it. The Indians were all well satisfied with the scrip; the traders and half-breeds were dissatisfied for the reason that Mr. Smith furnished them cattle and wagons and not money, and then they didn't trade with the traders; the traders didn't get the money. There was the opposition on the scrip business.

Q. Did you understand that whatever Mr. Smith did in reference to this scrip matter was with a view to see that the Indians obtained the full value of their scrip, \$200?—A. I did.

Q. You state that before he went there they had been in the habit of selling this scrip for \$25?—A. Yes, sir, and some of it for \$15, and some of them have never got their pay yet. I have in my mind now half-breeds there that sold for \$15, and they were told that they would receive the money, and they signed the paper, and it is the last they ever received. They never received a cent.

Q. From your own personal knowledge, having resided there the length of time you have stated; is it true in your judgment that during Mr. Smith's administration as Indian agent up there that the Indians have prospered and advanced in civilization?—A. My opinion is that if the Indians are kept on and improve the way they have for the last five years, in five years they will be perfectly self-sustaining. There are Indians there this year that have raised 350 bushels of wheat and others 200 bushels.

Q. And this system, you say, was inaugurated after Mr. Smith was appointed agent there?—A. Yes, sir.

Q. If there is anything else that you can think of that will assist this committee in its investigation, I will thank you to state it.—A. If I had known the drift of what I was called here for, probably I could have told you more.

Q. The object of your being called here is to give this committee any information that you may have, in your possession, being a resident of the reservation for many years and somewhat familiar with the transactions of the Indian agency, to give the committee whatever information you may have in reference to the management of Indian affairs, whether it has been economically done or whether money has been wasted, or whether the Indians have been ill-treated or anything of that kind, any information that you may have upon the subject.—A. You must understand that a man can't go into an Indian country and have an Indian open up a farm with the same amount of money that you could have a white man. An Indian understands nothing about work, and people go there now, and they say, "Why, there has been so much money expended here, and why has there not been more improvement?" Sometimes you have to spend \$5 to have an Indian do a piece of work, whereas with a dollar or a dollar and a half a white man would do it: so it would seem to a man that knows nothing about the management of Indian affairs that there has been extravagance.

Q. I want to ask you in reference to the manner in which goods were purchased. You mentioned the name of the firm of Fletcher & Loring. They, for instance, purchase in what you would call the open market. Miss Cook testified the other day that when Mr. Smith left there he didn't have a voucher for all the money paid out; they had paid the money, the goods had been received, but only an account rendered; but the printed voucher prepared in the Indian Office had never been signed by these parties; and after Mr. Smith retired from the office there she wrote up to obtain these vouchers. Do you know anything about the manner in which the business was conducted in that respect; from your knowledge of the Indian affairs up there, whether that was usual or not? You understand the question, do you?—A. I understand.

Q. If, for instance, they would have a running account with this firm of Fletcher & Loring, the account would be rendered by Fletcher & Loring from their books?—A. Yes, sir.

Q. The account of it would be taken in Mr. Smith's books?—A. Yes, sir.

Q. Received so many shovels, and so much of this and so much of that, and it would be paid to them?—A. Yes, sir.

Q. But the vouchers, the final receipt prepared in the Indian Office, would not be signed at that time by Fletcher & Loring; and afterward, after they left there, she wrote back for these vouchers, because Mr. Smith settled by vouchers entirely and not by his books.—A. On that matter I don't know that I could state.

Q. You are not familiar enough with the management to state?—A. No, sir.

By the CHAIRMAN:

Q. I will ask you how you know the matters about which you speak, in reference to the expenditure of that Otter Tail money, \$25,000. Were you in any way connected with the expenditure yourself?—A. Yes, sir; Mr. Smith was called to Arizona that summer, I think in April, and didn't get back until June, and I had charge of the reservation from December until June, and even after that, and I was familiar all that summer with the administration.

Q. Just state the real, naked, undressed fact. I don't care about this history. Just state what your connection was and what you did. You say that you had charge of the agency during a certain time, until June; during that time did you expend any of this money?—A. A. Well, Mr. Smith told me that we could do such and such things.

Q. I want to know what you did?—A. There was a saw-mill put in.

Q. You expended some of the money for that purpose, then, did you?—A. I suppose we did; yes, sir.

Q. Do you know whether you did or not?—A. I suppose you know that a man may spend money, &c., when the voucher was made—

Q. There was a particular fund of \$25,000 that you have mentioned?—A. Yes, sir.

Q. That fund was for a particular purpose, was it not?—A. It was for the purpose of advancing the civilization of the Mississippi band of Chippewas.

Q. Did you personally expend any portion of that money for that purpose yourself while you were acting in the place of Mr. Smith?—A. If it didn't come out of that \$25,000 I don't know where it did come from. We spent money.

Q. Then you don't know certainly whether it was spent out of that or what funds it was taken out of, do you?—A. From my understanding at the time, it was paid out of that.

Q. You don't know it only from a mere impression?—A. Miss Cook made out the vouchers. She came on in April.

Q. Who did you get the money from?—A. What money I got I got from the National Bank at Saint Paul.

Q. How did you get it—upon your own requisition?—A. No, sir; I think Mr. Smith sent me checks.

Q. Then all you know about the expenditure of money was that Mr. Smith sent you the checks and you expended the money under his direction for the purchase of such articles as were necessary for the civilization purposes?—A. Yes, sir.

Q. So you don't know personally what fund it came out of or what fund it belonged to,

do, you?—A. I know he told me it was this \$25,000; but understand, I didn't make the final voucher.

Q. I am not talking about the voucher; Mr. Smith's accounts will show the vouchers. I want to know how you know that that expenditure was made out of that particular appropriation?—A. There wasn't any appropriation. All the appropriation we had for civilization was \$6,000 and that. It must have come from the \$6,000 and that.

Q. What part did you take in this council which you refer to which enabled you to know so particularly as you have stated about the getting of those vouchers for the settlement of Mr. Douglass's account?—A. Mr. Douglass, do you mean?

Q. Yes; Mr. Page asked you about Miss Cook being there to get vouchers to settle up Mr. Douglass's account.—A. It was with reference to a small voucher that they wished to get about Mr. Smith's account that he addressed me, not Mr. Douglass's account.

Q. The vouchers, then, that she took, that you referred to before, were vouchers used in the final settlement of Mr. Smith's account as former agent?—A. I understood it so; about \$300, or something like that amount.

Q. Do I understand you that that was all the vouchers she had at that time?—A. I don't know, sir; I knew in the council that thing was explained, but she may have taken those vouchers to Washington since, but I know nothing about it; but I knew that that was explained there, and I knew that some of the half-breeds that wished to kick up a fuss did. The Indians would have signed the vouchers. They knew they received it, and there would have been no difficulty about it if it had not been for the half-breeds.

Q. Do you know anything about the purchase of scrip by Mr. Smith from the Indians, and what disposition he made of it after purchasing it?—A. I don't know, sir.

Q. Do you know of any frauds, irregularities, or mismanagement committed or done by any officer, agent, or employé, or contractor in any way connected with the management of Indian affairs at any time? If so, state when, where, and by whom committed. This question applies to your personal knowledge at any time within your recollection.—A. I would like to take a recess on that question, if you please. I would state right here, so far as E. P. Smith is concerned, I know nothing.

Q. Any other person that you know. If you don't know, you can say you don't know, or if you don't now remember of any. If you desire, however, you can have the time, if you want it, to think over in your own mind.

Mr. PAGE. It is a very easy question to answer. If you know of any frauds or mismanagement upon the part of any Government official or contractor, state what it is.

The WITNESS. I would like a little time on that, so I can state definitely. That is a subject I have not thought of lately, and I would like a longer time to answer that question.

The CHAIRMAN. We cannot refuse to give you a reasonable time to refresh your memory.

The WITNESS. I am perfectly willing to tell everything that I know. I don't wish to keep back anything, but I wish to state distinctly that, so far as Mr. Smith is concerned—and I was intimately connected with Mr. Smith—I was intimately connected with his administration—that I believe that if those Indians had an agent as he was for five years more they would be perfectly self-sustaining. I have no doubt on that point.

Q. I will ask you, then, in this connection, if your knowledge or acquaintance with the management of Indian affairs extends beyond the time that you first went to that agency?—A. No, sir.

Q. Then, do you know of any frauds or irregularities such as I have mentioned being committed at any time since that time—since the time you went to that agency?—A. I knew nothing against our present agent but what is perfectly straight and reliable. I think Mr. Douglass was dishonest; that is the fair and square of it. I would rather wait, I think, for particulars; and I don't know that I have very many.

The CHAIRMAN. You can have time, doctor. We want to get at what is really true. While we don't want to keep back any evidence, we don't want to trump up any. We want it fair and square.

Mr. PAGE. If there is anything connected with the management of Indian affairs by Mr. Douglass which you know of, of your own knowledge, give the charges specifically; that is what we want. If you don't know of any, and it is simply hearsay, that is no testimony at all.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., April 10, 1876.

ALBERT J. CHITTENDEN sworn and examined.

By the CHAIRMAN:

Question. State your full name, age, residence, and occupation.—Answer. Albert J. Chittenden; age, thirty-seven, past; present residence, Boulder, Col. My occupation is that of clergyman and pastor of the Boulder Congregational Church.

Q. I will ask you if you have any knowledge in regard to the management of Indian affairs at any Indian agency; and, if so, at what agency?—A. I do know, in a general way, respecting the management of Indian affairs at White Earth agency from, I think, April 1, 1871, until January 1, 1872.

Q. That was during Smith's administration?—A. During the administration of E. P. Smith.

Q. Were you there after Mr. Smith left there?—A. I was not; no, sir. If you choose to let me, I will give my connection—the beginning and termination. I was engaged, in a preliminary way, in a way of recommendation, by Mr. Smith before he had reached the field, at Ripon, Wis., and was also authorized to take with me these employés who have already been witnesses; Mr. Murray, for one, and also a farmer and blacksmith. I went with them to White Earth, to Leech Lake, Minn., where I met Mr. Bardwell, who was then the acting agent or superintendent, who soon after died and made a place for Mr. Smith, who took his office, and I may say here that the agency, in its local sense, was removed to White Earth after a few months. I went with these employés from that agency, having obtained my commission from Mr. Bardwell and not from Mr. Smith, and went as directly as we could, by the way of Crow Wing and Otter Tail, to the agency, and reached there about the 1st of April, I think. My commission was that of local superintendent or local agent, occupying that place which was originally included under the jurisdiction of farmers; nominally, under the old régime, it would be called the farmer; but under this enlargement of operations my work was that of general superintendent, covering the whole industrial portion of the agency as specified in the commission, which I believe I have with me. I had under that commission the direct expenditure of the moneys and goods which were used in payment of the labor of the Indians, and I don't think of any other use, excepting occasionally an expenditure in an exigency, for some goods purchased at the agency of Oak Lake, and also at Otter Tail; one instance in the purchase of seed-grain, in order to start operations instantly, and in a few instances of goods for which I did not make payment and Mr. Smith took vouchers. My time of service was just ten months, reckoning from the 1st of April, I think, to the 1st of January, 1872. The reason of my leaving should be explained: My general life plan was that of the ministry. I told Mr. Smith I couldn't think of giving up that plan, and after a while, at the end of the year, I thought I should give place to another. He objected, and said operations were just beginning and he didn't wish to have them interrupted; and, finally, I abandoned the plan of the ministry, but when he left he wrote back to me and said, "I think perhaps you had better hold to your plan, if you cannot fully give it up." I had said to him that it was better to leave there at the beginning of the spring work, and he said, "Furnish a substitute," and I left at the end of ten months, and sent a substitute, Mr. Chapin, who lived but a few months, and he had kind of a joint jurisdiction with Mr. Bodle, and there was in special things a division of authority.

Q. Were you acquainted with the management of affairs of that agency while you were there?—A. I was; yes, sir; necessarily.

Q. I will ask you to state now whether you know anything about the manner in which the scrip of the half-breeds was purchased by any agent there that you know anything about and how it was disposed of.—A. I don't know of any such transaction during the ten months of my time there, and had no direct knowledge afterward, because I was away.

Q. You know nothing about that, then.—A. No, sir; I know nothing about it.

Q. Do you know any frauds that were committed there?—A. Not any at all, sir.

Q. I will ask you this one general question: Do you know of any frauds, irregularities, or misconduct done or committed by any officer, agent, employé, or contractor in any way connected with the management of Indian affairs at any time? If so, state when, where, and by whom committed.—A. I don't know, sir, of any such thing.

The CHAIRMAN. That is all.

The WITNESS. I was wishing an opportunity to make a general statement respecting the character and operations of Mr. Smith.

Mr. PAGE. I will give you an opportunity to go into it. I will ask you in a general way if during your residence there and your familiarity with the management of Indian affairs by Mr. Smith as Indian agent, if the results of his administration were beneficial to the Indians; and, if in your judgment, from what you know of your own personal knowledge, the expenditure of money and supplies furnished by the Government was properly and judiciously expended in the interests of the Indians?—A. You ask the question, I think, in positive form?

Q. Yes.—A. I am certain, sir, that that was the case.

Q. In reply to that question you can go on and state anything that you may know, any good thing that he did, and if you know of any bad thing either.—A. I have not charged my mind with the special good things.

Q. My question is a general one; under his management, whether the Indians progressed in civilization and morals, and whether, in your judgment, from what you know, having been somewhat familiar with the management of affairs, the money expended by him was judiciously expended, and whether the goods, annuities, or anything furnished by the Government was wisely and judiciously distributed among the Indians?—A. That brings the question under a question respecting my own conduct. He made me the agent for employing the Indians, for determining the price, that is, their wages, and for making the payment of money on any goods, as might be consented to; and turning the testimony upon my own conduct, I know that I labored, and I think succeeded in making an economical expenditure. I know also, inasmuch as he did not make the direct appropriation, but was the man-

ager of it: I can speak simply concerning his general bearing; his general conduct, his manner of opening his plans to the Indians, and his treatment of them as manifestly interested in them, and that from the beginning to the end of that time, ten months, in every word, every action, every counsel, in everything that he did or had a controlling hand in, his motive was manifestly to secure the interests of the Indians, and I scarcely can think of a case where I think his judgment erred respecting that interest; and I would state this, that the Indians at first had a kind of suspicious eye on all of us, they had no confidence in a white man, but after two or three months they began to say, "Well, here is a new thing." And they began to say respecting Mr. Smith especially, "He is the first man that has ever opened his plans to us; he has told us what he is going to do; now, we will watch him and see what he is going to do." He would do it, and I have heard them say then, "We have confidence in him." I recollect an instance where in council he labored for an hour or two on a point in which he could not possibly have had any personal interest; it was simply the interest of the Indians, and he brought them to the point of acknowledgment on that subject, which resulted in the very highest good to them.

Q. State what that was.—A. It was just this: in respect to allowing a set of drifting Indians to have some advantages on the reservation. At first they looked upon it as an encroachment upon their rights and their self-interests. He labored with them as he would with any body of intelligent people, and finally the response was by their leading chiefs, "Yes, that is right; any Indian that wants to come here and behave himself and help us to secure the interests of this reservation shall come;" and it was after an hour's effort, and he succeeded. That is simply an instance of his general method of procedure in an open, frank, manly way. He would address them, respecting their intelligence; and I think it is just to say in this connection, that so far as I have been informed the parties who have been specially active in pursuing him since that time are parties who do not hold a reputation that is of any value within a radius of fifty miles of that reservation.

Q. What was the condition of those Indians when you first went there, now upon the White Earth reservation? You preceded Mr. Smith by a few months?—A. I was actually on the ground a month or two ahead of him.

Q. What was the condition of these Indians when you went there?—A. They were in a generally shabby and heartless condition. That was their general condition. They had not confidence in the operations of the Government; that was another item in their conduct.

Q. Had any of them ever been taught the arts of civilization to any extent?—A. I don't have in my mind now any instance in which I think there had been an industrial progress in an Indian family there, yet there may have been. This I would state in general, that I think that, during the first ten months, their condition improved one-half, in general, in every respect. Possibly in their religions it was not so, because our commission was not to attend directly to that, but indirectly; in their morals, I could see a large change. Educationally they were stimulated; young men especially showed an interest that I never saw among any young white men, in securing homes for themselves, laying aside lumber, before they were married, making their locations and carrying out their plans, and those plans were carried out so that every family, I think, at the end of a year had a house of their own, when in the beginning not more than one in five, I think, had.

Q. What was the condition of the Indians when you left there, as compared with the condition that you found them in when you went there?—A. In every respect very much improved. It has been some years since I was there, but I remember of saying this when I left the reservation, that I would be willing to take the job of civilizing and educating all the Indians in the country for one-half the expense ordinarily.

Q. Then your experience is, based upon your personal knowledge, that the administration of Mr. Smith during the time you were there was eminently successful, both so far as it applied to the Indians, and in the efficiency of his management of their affairs and the distribution of the public moneys?—A. I think so. You will understand that in the division of his funds that would be a matter within his own jurisdiction, and I didn't pay particular attention to it.

Q. The question goes to this fact, that with your experience among the Indians, you could tell very well, if you were there upon the ground all the time, whether in your judgment, being one of the managing men yourself, from your own personal knowledge it was judiciously and wisely administered.—A. Yes, sir. I will say yes to every part of that, and would take the expression of the Indians about the time I was leaving. They said, "I am afraid now something is going to occur to arrest this good thing, and we are very sorry."

Q. They referred to the civilization process?—A. Yes, sir; they were very sorry to have any such changes. I do not say this as bearing upon myself, but the general situation.

Q. If there is anything else that you desire to state, the committee would be pleased to hear it.—A. Nothing in general, further than the statement that I would make respecting the character and manifest intention of Mr. Smith as being of the very highest order; and if there was any occasion, I would state the general reputation of persons of a contrary character. If you do not call for it, I will not.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., April 13, 1876

EDWIN A. C. HATCH sworn and examined.

By Mr. WILSHIRE:

Question. State your residence and occupation.—Answer. I reside at Saint Paul, Minn.; just at present I have no regular occupation.

Q. Give the committee all the information you have in a general way in regard to the Indians, their management and affairs, commencing with your acquaintance with them and following it down.—A. I think about the year 1843 or 1844 the agent for the Chippewas was Rev. Ira Brunson. The agent was located, I think, at La Pointe Island on Lake Superior. The agent for the Winnebagoes was Rev. David Lowery. I mention that to show that it is no new thing, putting the agencies into the hands of the churches. Those men, soon after that, were superseded, (I do not recollect the exact date,) and from that time to this late movement I think the churches had but very little to do with the Indians, although generally having missions established, sometimes by one church and sometimes by another. Various churches would at times take hold of it, and then abandon it. For instance, among the Winnebagoes, the Catholics took hold of the matters, and made a contract to keep the schools, furnish a certified roll of attendance, and receive pay and rations, I think, for the average number of children attending. That was, after a short trial, abandoned. At this distance of time it is difficult to swear positively, but it is my impression that they reported at that time to the War Department. The first agent among the Sioux, that I recollect of, was a man by the name of Bruce.

Q. What year was that?—A. I think 1844. His location was at Fort Snelling; I think he lived there in the fort. I observed at that time, and I think from observations since made that my conclusions were correct, that the Indians nearest to the military posts were the most demoralized; from what cause I could not say, but that was the fact.

Q. At that time your acquaintance with the Indians was such as to enable you to judge pretty correctly in regard to that matter, was it not?—A. I think so. I spoke Sioux, perhaps not as well as I did English, in 1844 and 1845, but I believe I understood it as well as I understand the conversation that passes in English before me now, and the Winnebago I had a little knowledge of before that, and afterward learned more of it, so that I spoke it, at the time I left, probably better than I did English, more properly. There probably was but one man living, at the time I left there, who spoke it any better than I did. In fact he so stated himself, that he knew of no one. So that, by listening to their accounts of their past, and the then present, I thought I could judge pretty well of these things.

Q. How long were you thus situated, so as to enable you to be familiar with Indian affairs?—A. Probably not to exceed ten years. I am not perfectly familiar. I, of course, saw much of them after that; but I was not with them, so that I could be perfectly familiar with the inside workings of the tribe.

Q. Was not your acquaintance with the Sioux Indians of such a character as to give you an idea of their several subdivisions, and the names of those subdivisions?—A. Yes, sir; of the Sioux east of the Missouri River.

Q. State what those subdivisions were.—A. The most eastern subdivision, the one nearest the Chippewas, was called the Mde-wa-kan-ton.

Q. Give the definition of the word.—A. Mde is lake, wa-kan is Sacred Spirit, ton is belonging to; so that the whole word means belonging to the Spirit Lake. This division had seven distinct separate bands, each band having a name designating it.

Q. How many divisions were there?

The WITNESS. Of the larger divisions?

Mr. WILSHIRE. Yes, such as you have mentioned.

A. There were the Mde-wa-kan-ton; the Wah-hay-koo-tay, (signifying the shooting of the leaf;) Sis-si-tons, and the Yank-tons. I do not know the exact definitions of either of those last two names. There was another band that was composed of outlaws and refugees from the different bands. They were but a small number at first, and gradually increased. They were known as the Ink-pah-doo-ta band; that means the scarlet end. They were pretty hard cases.

Q. Where were they located?—A. They ranged between the Missouri and the Mississippi, say midway nearly, and north of Spirit Lake in Iowa. That was the band that committed the massacre some twenty years ago at Spirit Lake, when two women were captured.

Q. I will ask you to state what knowledge, if any, you have in regard to a band or subdivision of the Sioux known as the Tetons; whether there was such a band or tribe?—A. It was so understood always. It is my impression that it was the name of one of the larger bands, in one of these subdivisions of a division.

Q. You understood that as far back as 1845 and 1850?—A. Yes, sir. To make it distinct, my method of dividing those Indians was this: the whole I call the nation, the subdivisions that I have been speaking of I call the tribes of the nation, and then the subdivisions of the tribes were bands.

Q. That was the manner in which they were usually subdivided at the time you refer to?—A. Yes, sir.



Q. Was your knowledge of those Sioux sufficient to give you any idea of the Tetons?—  
A. No, sir. They were west of the Missouri, and I was not familiar, at that time, with those west of the Missouri, except from the reports of other Indians.

Q. I will ask you if those west of the Missouri River, at that time, were, in any manner, under the control of the Government, or whether they were not just running wild, without any attention?—A. Perfectly so.

Q. Can you state about what time the management of Indian affairs has extended west of the Missouri in that region?—A. I know it had in 1855, but I do not recollect the date of the treaty.

Q. Do you think that it had before 1849?—A. I think not.

Q. State from the knowledge that you have had of the Indians and their management, whether it would be advisable or not to transfer them to the War Department, or whether it would not be better to have them controlled by a separate and independent department?—A. I should think that it would be far better to have them controlled by a separate and independent department. I have thought so for a good many years.

Q. Your opinion is based upon your knowledge of managing Indian affairs?—A. Yes, sir; and I have not any doubt of the correctness of it myself. Of course a man may be liable to be mistaken, but I should swear to that as positively as a man could to anything that had not been positively experimented on.

Q. I will ask you if you have been familiar with the management of Indian affairs within the last eight or ten years?—A. No, sir; I cannot say that I have been. The most knowledge that I have of Indian management in that time has been derived from other parties, and would be only from hearsay. Occasionally I would see Indians, and through them get some little of their story, but it would hardly be proper to give that alone.

Q. I will ask you, then, if you know of any frauds, irregularities, or misconduct on the part of any officer, agent, or contractor of the Government in connection with the management of Indian affairs?—A. Not to my own knowledge.

Q. Have you ever been informed by others of facts that you were induced to believe that they knew to be true, of that character?—A. I do not know that I have ever been informed of anything more than I have seen in the daily papers.

Q. Your means of information are such as you have obtained from public journals?—A. Yes, sir; such as are within the reach of every one.

Q. Do you know the name of any witness who has conversed with you on the subject, that you have reason to believe knows of such facts?—A. None that I should like to give upon my statement.

Q. Have you had any acquaintance with the management of the Chippewa Indians in Minnesota within the last four or five years?—A. Only as I have stated, through others. I have no knowledge of my own.

Q. Do you know anything about the manner in which the pine lands of Wisconsin and Minnesota belonging to the Indian reservations have been disposed of, if disposed of at all?—A. From general report and from official reports, but no further than that.

Q. Are those official reports of such a character as to show that there were any frauds in the disposition of that timber?—A. I do not think that they are. I was never inclined to believe that there was any real fraud in that transaction. It might have been a good bargain for the white men who made the contract, and perhaps a poor one for the Indians, but I was always inclined to think it was not so very bad for the Indians. It would perhaps be proper for me to state in connection with that, rather as an explanation, that pine timber in that country is liable to be blown down by the winds, and if it does it decays. Twenty-five years ago I passed upon a trail through a magnificent body of pine timber, I think the finest I ever saw. About four weeks afterward I returned over the same trail and there was a road, I could not say the exact width of it, had been made right through that, in which every tree was down; there was not one standing. If the contract could have been so made that it would have applied to timber that would decay if left upon the ground, there would be no question but it would have been of great advantage to the Indians.

Q. Do you know anything about the manner in which the contracts have been let and executed for supplies of different kinds for the Indians?—A. No, sir; not of my own knowledge.

Q. I will ask you if you know of any credible witnesses who you have reason to believe are in possession of such knowledge?—A. No, sir; except what you have reached.

Q. None except what have been before the committee?—A. No, sir.

COMMITTEE ON INDIAN AFFAIRS,  
*Washington, D. C., April 15, 1876.*

WILLIAM NICHOLSON affirmed and examined.

By Mr. PAGE:

Question. State your age, residence, and occupation.—Answer. My age is forty-nine years; I reside at Lawrence, Kans.; I am superintendent of Indian affairs for the central superintendency.

Q. What year were you appointed superintendent?—A. In the present year. I took charge of the superintendency the first day of February, 1876.

Q. Mr. McMillan testified the other day, "I know of my own personal knowledge that nearly all the timber, in fact all the timber that was accessible, except perhaps a few spots, did not amount altogether to 100 acres." State to the committee now about the amount of timber upon that reservation.—A. It would be utterly impossible for me to do that, because I never went over that reservation, except just to pass across it. I have been across it on the wagon-road, and on the railroad; but I do not know anything more about what timber is on it than from just what I could see in passing along the Neosho Valley. I never went through the woods.

Q. From what you saw would you regard this statement as being correct, that there were not 100 acres of accessible timber left standing?—A. If you mean by timber, land covered by forest, I could not state. As to the quality or character of the timber I know nothing. I haven't any doubt there is a great deal more than 100 acres of land on that reservation that has timber on it, but what the character is, or how much timber has been cut away, I know nothing.

By Mr. WILSHIRE:

Q. State if you can how much more than 100 acres of timber there is.—A. It would be utterly impossible for me to form any accurate estimate about it.

Q. You simply give it as your opinion that there are more than 100 acres?—A. Yes; I think there must be. The Neosho River runs through the reservation, and there are some large creeks, the adjacent bottoms of which are covered with timber. If you have ever been out in that country you know how it is; the bottoms have all the timber on them, and that is all the timber there is in the country, or ever was so far as we know; but just how much valuable timber has been taken out, and just how much has been left, is more than I can tell, because in passing through on the railroad or on the wagon-road, one cannot form a very definite idea upon the subject.

Q. Was not that timber-land you refer to, and which you denominate as land with timber upon it, a class of land that the best timber had been cut from, leaving nothing but the fragments and remnants?—A. I could not tell you anything about it; all I can say is that there were trees there.

COMMITTEE ON INDIAN AFFAIRS,  
Washington, D. C., April 15, 1875.

Continuation of testimony of MAHLON STUBBS.

By Mr. PAGE:

Q. State all you know about your connection with the Kaw agency.—A. That commenced back in 1863; I was appointed by our church in Indiana to go there as a missionary to start a school among the Indians. Our church had a contract with the Government to educate the children for \$75 per scholar. I went there and staid two and a half years; when, on account of my wife's health, (she could stand the work that had to be done there,) I left the agency, and was then appointed as farmer for the Indians, and staid there over a year in that capacity. After I left the agency there was a man named Page sent there as agent. He was a drinking and profane man, and I could not get along with him at all; so I left and would not stay there. I went on to a farm in Douglas County. In July, 1863, Enoch Hoag, the superintendent, wrote me a letter and asked me to call at his office. I had been spoken to whether I would accept the agency there or not. I studied on it a few days and felt that I wanted to get back among the Indians. I had never asked for such a place, but I concluded that I would take it, and in July Enoch Hoag sent for me to go with him out there. I went. That was before I was appointed agent at all, or had any connection with the Indians whatever. We went through Junction City, and there we met Robert S. Stevens, the general manager of the southern branch of the Union Pacific Railroad, and he and Mr. Hoag drew up a contract for cutting timber for the Indian reservation. I was present and saw the contract and heard it read, although I had no official connection with it whatever. That contract was with the railroad company, and they were to have the right of way through the reservation for \$10 an acre. I think it was 100 feet they were to have; and in addition to that, they were to have the privilege of cutting timber enough off the reservation to tie the railroad through the reservation, about eleven miles. My recollection is that they were to have one year in which to get this timber. It was the 9th of August, the same year that I took charge of the agency; I received my commission a few days previous to that time, I think. The contract had then been made and it was something over which I had no control whatever, because it was ratified here by the Indian Department, at Washington. The railroad company brought two or three saw-mills on there and cut a very large amount of timber. I do not doubt but that they tied their road for fifty miles. They paid a little along from time to time. McMillan states that they paid \$50,000. The true amount that the Indians received for this right of way and ties was \$21,500; that is my recollection. The Indians were very scarce of provisions. They had not raised anything the year before and were really needy, and before there was any money to buy any, the superintendent ordered the trader, Mahlon H. Newlin, to let them have the goods and he would pay for them out of the funds arising from the

sale of the right of way and timber. The trader did so. I cannot give the dates when these funds were received, but they were received at various times for three years. Newlin had to wait sometimes three years for his pay, and sometimes again would not have to wait that long. I cannot give those dates. I think this last time he must have waited nearly two years before he got his pay. These are the facts in relation to that matter: I wrote letters to the superintendent that the railroad company were ruining the timber of the Kaw Indians; but the contract gave them a year in which to cut timber, and we could not help ourselves. They had us. The contract was not what it ought to have been; that was clear. It gave them too much time, and they took very large amounts of timber off the reservation. I had no authority to keep any agent there to keep an account of the number of ties they cut. They were to pay 20 cents apiece for the ties and 60 cents a hundred for the lumber that they sawed; that was the rough stuff for making culverts, &c. They had it all their own way. I had no fund to employ anybody to go there and measure the timber, and all that we could do was to take their word for it. Mr. Hoag undertook finally to settle up with the railroad company, and sent his chief clerk a time or two to see him at Sedalia, Mo., but Stevens had got out of humor with him about something. I saw Stevens one day, and he told me that he would not settle with Mr. Beede, "but if you or Mr. Hoag will come, I will settle with you." I informed the superintendent of what Mr. Stevens had said, and so he sent me to Sedalia to make the settlement with Stevens. I called, and all I had to do was to take their accounts as one of their clerks had made them out. He said they were owing the Indians \$7,500, and he paid that amount of money, and drew up a receipt that read, "in full of all demands up to this date," and wanted me to sign it. I told him I would not sign any such receipt. I said, "I am not authorized to make final settlement. I will sign for just the amount of money I receive." He said it did not make any difference, and drew up a receipt for the \$7,500, and I took that money and turned it over to Superintendent Hoag. It was all turned over to the Indian Department that came through his hands. Sometimes I made an estimate of any sum of money, and paid on those vouchers for these goods, and sometimes the superintendent paid out on the Newlin vouchers himself. I cannot give the amount I paid nor the date, but I feel quite confident, from the amount of ties and timber that the company took off the reservation, they justly owe these Indians \$10,000 or \$15,000, or perhaps more. I should have no doubt of it at all, but there is no way of getting at it. We tried hard. I went to see Fry, one of their contractors for getting timber, and he promised me time and again that he would let me have his books or give me a copy of his accounts so as to show what had been taken, but he never did it. He would say the books were away down in the Indian Territory where they were still building railroad, and he could not get at them. I never did get them. I presume the railroad company is bankrupt and has sold out. It is now called the Missouri, Kansas and Texas Railway Company. They changed their name after a while.

Q. Is there anything else you know in reference to these matters?—A. I want to say in relation to part of this wood that after they had taken such a large amount of timber they cut down a great deal of the best timber on the reservation, such as was suitable for tie timber, and left a very large amount of dead tops on the reservation, which were likely to go to waste. I encouraged the Indians to cut up those tops and put them on the railroad and sell them for what they had a mind to, so that they should be paid for it. The reservation was settled all around by the white men, and the reservation was nine by fourteen miles, so that it was almost impossible to keep the whites from cutting and selling the timber. We had a marshal there, but we could not go all over that ground and keep a watch on all the timber. I drew up a contract which I have at home and which I am willing to furnish you as soon as I get there if you desire it. It was a contract with Josab Spencer, giving him the right to cut down timber on the reservation and sell it to the railroad company, but I cannot give you the price that he was to pay per acre to the Indians.

Q. Did he pay the Indians?—A. Yes. He paid me for the Indians, and I furnished them good. The fact was just here: In Council Grove, about four miles from where we lived, there are four or five saloons, and if the Indians got any money they went there and would buy whisky with it, and get drunk. They are great for drinking; and they would then come down to my house and abuse us: they would ride up to my door and draw their revolvers on my wife. They have done it. I could not stand that, and I made a report of the matter to the Government. The clerk of the superintendent at that time, H. W. Farnham, told me that I had better keep that wood contract away from the Government; that I had better take the money and use it for the Indians, that if I turned it over to the Government it might be six months or longer before I could get it back, and he told me to keep an account of what I furnished the Indians in lieu of this money. There were among the Indians quite a number, (I could not say exactly how many,) but perhaps a hundred, who could not support themselves; they were old women and poor and crippled, and we had no fund available for their aid; so that money I used in that way to help those old and feeble ones. I have an account at home of every dollar I spent in that way, and I think that that account shows that I overpaid about \$9 more than I received for it. That is the fact in relation to the wood.

McMillan mentions that I would not let the Indians cut and haul wood to town. That is positively false. I deny the charge, because I encouraged them all the time to cut and haul wood, to make their own living by their own exertions, and I always wanted them to.

One thing I did tell them not to do; that is, not to destroy green timber, but to take those tops and down wood and cut that up and sell it.

He mentioned in his evidence about a man by the name of Knox. I sold him the timber in the bend of a creek. You understand that there is only timber along the water-courses, and there is none on the high prairie. Knox lived adjacent or close by the reservation, and there was quite a settlement around him, but I did not know anything about their selling timber. I took Knox in there and we went through certain timbered places, and I gave him the privilege, for a certain amount, (I do not remember the amount,) to take that down and dead timber off the reservation that was going to waste, and pay for it. He did pay for it, and the money was honestly applied for the use of the tribe, every dollar of it. It was done merely to save their own timber from destruction.

In relation to these prices for provisions the Indians got, which he mentions, I cannot speak of that. There were some things I told him that I myself thought were a little high. He said he didn't know how long he would have to wait for his pay; that he had to wait, as he said, from six and eight months to two years for his money before the superintendent got it to pay him. I cannot give the dates. He says, "These goods, however, I understand were purchased for the Indians with their own money, and I understand the trader was not expected to make a profit." That is not correct at all; because when I had money to purchase provisions for the Indians I invariably got them at wholesale cash prices, the very lowest that I could.

He mentions if the Indians had had money they could have done better by going to town to make their own purchases. The reasons for that I have already explained; if we let them have money they would get whisky with it.

I want to say further, that the reason of this testimony against me filed here by McMillan is just this: When I went there as agent there was a treaty pending which had been made with this southern branch of the Union Pacific Railroad Company by the Kaw Indians, selling this railroad company all their lands in Kansas, 238,000 acres, for \$120,000; and, in addition, the railroad company was to pay the Indians' debts, the amount of which I cannot give. It was over \$100,000, though, I think. This man McMillan was one of the directors of that railroad company, as he testifies here. He was also a trader for the Kaw Indians at that time. In that treaty it specified that five of the leading chiefs should each have a head-right for 160 acres of land wherever they chose on the reservation. McMillan, a brother of the agent, Stover, the two Spencers, and T. S. Huffaker, had all these prospective head-rights of the Indians. They were to have those head-rights when the treaty should be ratified, and had paid these chiefs various sums, perhaps from three to six hundred dollars; I cannot give the amount. The Indians did not agree to it, and one of the first things I did was to write a letter to the superintendent and ask that this treaty be withdrawn from the Senate; that it was not near what the land was worth. He transmitted the letter to President Grant, who withdrew the treaty. That threw these men out of their head-rights and threw the railroad company out of the land for which they had bargained with the Kaw Indians. We kept working on it until I got a bill through Congress to have that land appraised. I was made chairman of the commission to appraise the land. One of the men was supposed to represent the settlers. I represented the Indians, and the third man was from Knox County, Ohio, a disinterested man. We three went to look at the land and appraise it. The whole appraisement amounted to \$648,000, in round numbers. That disappointed this man because it threw him out of his head-rights. He had selected 160 acres on Rock Creek for his house, which he wanted, as it was a very nice location. It so happened that one of the saw-mills had been moved right on to his place without any knowledge or consent of mine. I had nothing to do with it, in fact, because they had a right to take a saw-mill where they pleased to. We did everything we could to stop the cutting of timber, but we could not do it and did not do it. After these men found they had lost their head-rights, then they wanted me to come and help them get this \$5,000 for those five head-rights. I told them to bring in their account of what they had paid to the Indians and I would help them get it. I did not want to lose anything on account of the Kaw Indians, because they were able to pay their debts, but I told them I could not help them unless they presented the account. McMillan, Huffaker, and Spencer, perhaps all three of them, told me that as soon as they got the money they would pay the Indians. I told them that I could not see any necessity for them to take this money and pay it back to the Indians; and I told them just to bring in their accounts. Spencer brought me just one side—I think it was—of a common sheet of note-paper, one day, in Council Grove, and asked me to sign it. That was a certificate that I had knowledge of this debt, and that it was a just debt; and he asked me to sign it as agent for the Indians. I told Spencer that he must think I was either a fool or a knave to ask me to sign a paper of that kind without knowing any facts about it. I told him I could not do anything of the kind; that if he held a just claim against the Indians to bring it down and we would call a council, and if it was correct we would help get it.

In addition to that, when we came to appraise the land the other two members were sworn and I was affirmed to secrecy in this matter and not to tell what our appraisement was or anything about it; but we went on and appraised it at an average of \$3.85 an acre, making a very much larger amount, considerably more than double, what the land had been sold for.

After the appraisement was made public those men were so exasperated by that fact that my life was threatened more than once. They threatened to hang me and everything else. The other two appraisers had as much to do with it as I had. I only took my share in it; but I was interested in the welfare of the Indians and I wanted them to get what was justly belonging to them as their own.

The first thing I knew I received a letter from Dr. Nicholson, who was then agent of our church having the management of Indian affairs, the purport of which letter was that a letter had been received from one of the chiefs calling upon him to come down to the agency immediately; that they wanted to see him on important business. I did not know anything about what it meant. It was not very long until I received a telegram of similar import; and in a few days the superintendent came down on other business. The Indians came up to the agency, perhaps one hundred of them, and commenced making speeches against me. I had then been with them, I should say, five years anyhow, and we had always got along well. I was never more surprised in my life. They made a drive to have me removed from the agency. They threatened my life right there, and said I did not dare to go with them to the Indian Territory, and all that. That knocked all the props right from under me. I offered to resign my position there at once. I told them I did not want to stay another day if that was the feeling of the Indians. I found Mr. Hoag knew more about it than I did, and I found out that Huffaker was there. Enoch Hoag insisted that I should not do any such thing; that it would be a bad precedent, but I felt like it. After the council was over, the Indians kept coming to me with their interpreter and telling me that they had made these speeches. I understood a good deal of their language, and they told me that it was their chief made them do this thing; that they had nothing against me in the world and only did it because the chief told them to. I then began to see that there was something behind it that I hadn't known anything about. Then, pretty soon I learned that these men had agreed to give the chiefs \$100 apiece if they would make this drive on me, and they then came to me and wanted me to assist them in getting this sum of \$5,000, for the five head-rights. The Indians said that those white men had promised to pay each chief \$100 in cash if they would make this drive on me, thinking that rather than resign I would sign any paper that they could bring up. These are some of the difficulties under which I have had to work there. Of course I did not do anything of the kind, and I did not sign their paper.

Q. Who do you mean by "they"?—A. Those white men, McMillan, Huffaker, the two Spencers, and Lieutenant Stover, they called him. I finally told them that I was willing they should have just what the Indians justly owed them; and I told them "If you will come up and pay these Indians this \$100 you acknowledge you owe, and bring up your accounts in proper shape, I am just where I always have been and will help you." So they went to work and did pay these Indians another \$100 apiece out of their store in Council Grove. They paid them in provisions and goods, but I do not know anything about the prices; I had nothing to do with that part of it. They then brought up their accounts. I certified that the Indians acknowledged in my presence that the debt was just, and signed my name to it.

By Mr. WILSHIRE:

Q. Is that the debt for the head-right you speak of, \$5,000?—A. Yes.

Q. You certified to the fact without any recommendation?—A. Yes; McMillan says that the Indians have been accustomed to pay large prices for goods. These goods they purchase from the agent. I never sold goods to the Indians, of course. He ought to have known that I could not sell an Indian any goods. I was affirmed never to have any interest in any way with the trader. I could not do it; I could not sell an Indian anything, and never did while I was agent. There is one more thing that I have not mentioned. The Indians told us in relation to this same company that got up this treaty and got up these head-rights, in relation to an appropriation that they got here in Congress—

Mr. WILSHIRE: As we are not investigating the railroad company, that is not necessary.

By Mr. PAGE:

Q. Have you made all the statement you desire?—A. I don't know; but I think I have.

Q. I do not understand from what you say who made the contract on the part of the Indians for the right of way at \$10 an acre.—A. Enoch Hoag, superintendent of Indian affairs.

Q. He made it with the railroad company?—A. Yes.

Q. Was that contract ratified with the Indian Department?—A. I understood it so.

Q. You say there were about \$21,000 paid?—A. \$21,500.

Q. Was that money paid to Mr. Hoag?—A. Yes.

Q. Do you know whether it was paid by him into the Indian Department?—A. I think it was, although I am not positive. I think Dr. Nicholson can tell that in his testimony.

Q. What did you do with the money received for lumber, timber, or wood? Did you turn it over to the superintendent?—A. No. The money that I received for wood (\$7,500) I just merely drew and gave my receipt, and handed the draft for the amount over to the superintendent. He just sent me there as an under-officer to collect the money.

Q. That was from the railroad company?—A. Yes.

Q. And then you sold some dead trees for the Indians?—A. Yes.

Q. What did you do with the money for them?—A. I furnished the Indians' provisions with it.

Q. Did you ever charge the Indians more than you paid for the goods?—A. I never did, one cent more.

Q. You bought such goods with this money as the Indians needed, and turned those goods over to them?—A. Yes; at the very lowest prices I could get them for.

Q. Do you know of any misconduct on the part of Superintendent Hoag in relation to the management of Indian affairs?—A. I do not.

Q. So far as you know, during your time there as an Indian superintendent, was the management on the part of the superintendent strictly in accordance with law?—A. So far as I know it was.

Q. You do not know of any misappropriation of money during the administration of Superintendent Hoag while you were there?—A. I do not.

Q. You say the superintendent was compelled to settle with the railroad company according to the accounts as kept by them?—A. Yes. We had no way of keeping an account.

Q. You had no way of keeping an account of the number of ties and amount of lumber taken from the reservation?—A. No.

Q. You had to take the railroad company's account entirely?—A. Yes, we did.

Q. And settle from their books?—A. Yes.

By Mr. WILSHIRE:

Q. I understood you to state that you did not receive any of this money at all for the right of way and timber, but that it was paid to Mr. Hoag. Did Mr. Hoag draw all the money himself from the railroad company?—A. No; I went and drew \$7,500, and brought it and gave it to him.

Q. Did he give it back to you?—A. No, not that I know of. I cannot state about that. It has been a good while ago. I think I certified "that the above account is correct," and that he paid the trader himself.

Q. What I want to get at is this: there is a copy in detail of your bill filed with McMillan's testimony, which states that you have received \$7,563.09 belonging to those Indians from the railroad company on account of the right of way and timber sold. You say that you received that money from the company?—A. I did. I went and received it, and turned it over to the superintendent, and then made an estimate for it, and offered that—

Q. Did you estimate for that whole amount at one time?—A. I cannot tell you.

Q. That is the amount of money that you received from the superintendent and disbursed, is it?—A. (After looking at the account.) Yes. From that I infer that it is.

Q. You speak about having sold wood, or fallen timber, as you term it, to individuals there?—A. Yes; down timber.

Q. Did you ever render any account to the Government of the amounts that you received from those parties?—A. I never did; no. It was about \$900. I sent it to the superintendent's office, and his clerk told me that I must keep that out of my account with the Government, or I could not use it for the benefit of the Indians. There were old, blind, and crippled men and women that came to our house, and we fed them when we could, and I kept this fund for the purpose of feeding those Indians, and I would give them an order on the store.

Q. It seems that you did use this fund for another purpose; why could you not have done it with that?—A. I could have done it, but this was under contract with the Government, and that was only a contract by myself, and was never approved by the Government.

Q. Did you ever report the facts to the Government?—A. I did to the superintendent.

Q. Do you know whether he ever reported it to the Department?—A. I do not. I kept a book account of that, and can show every dollar that I received for wood, and just what it went for.

Q. What year was this timber taken and right of way obtained by the railroad company?—A. I cannot say when the contract was ratified, but it was made in July, 1869, and then they had the privilege for one year. I never had in my possession a copy of that contract, but that is my recollection of it.

Q. It seems you have made two disbursements, one of \$6,000, and one of \$7,500?—A. As I stated before, I paid it to the superintendent, and the superintendent turned it over to me in the bank, and I gave my check instead of his for it.

Q. You say it was in 1869, you think, that this timber was cut?—A. 1869 and 1870.

Q. How long after that before the money was paid to you by the company?—A. My recollection is that this \$7,500 was the last I received, and if you will see the date of that account, when that was paid, that will tell you.

Q. It was in 1870, then, that they got through cutting their wood?—A. I think they quit then.

Q. And it was a year after that that you got the money?—A. I think so.

Q. You say that this money was received by you about the time these accounts in this statement are dated? There are no dates given here.—A. I suppose that the dates of the

payments are on them; I do not see why they are not. Here is one, November 7, 1872. That is the date of payment of that \$7,563.09. The Indian would get the goods, and he would make this statement of it, and fix it up so that whenever the money did come he could get it. He might not have got his money for six months or a year after this was made out. When the vouchers were made out he did not always get his money.

Q. You stated that McMillan and others had purchased the head-rights of lands of certain Indians at very small prices?—A. Yes; a thousand dollars apiece. Such lands as they got were appraised, when we came to appraise them, at an average of \$12 an acre. All of them had more or less timber on them.

Q. State how you know that these men did that. Do you know it personally?—A. They told me so, and the Indians told me so. And these men tried to get me to help them get their money, as I stated.

Q. It finally turned out that they could not obtain the head-rights?—A. Yes; they lost them.

Q. And it was to help them get back the money that they had advanced on their purchase that they were invoking your aid?—A. Yes; they wanted me to help them get their money, but they acknowledged that they hadn't paid the Indians the full amount. I told them if they would bring the full amount of each account, I would help them. My recollection is that one man claimed that he had paid \$400; and another one claimed that he had paid Bill Johnson, a chief, \$700; that was the highest amount. None of them claimed that they had paid the full amount.

By Mr. PAGE:

Q. Did you sell any hay or grass on the reservation?—A. Yes.

Q. About what amount?—A. I cannot tell; I sold more or less nearly every year.

Q. What was done with the money that you received for that?—A. I did just as I did with the wood-money. I supplied the needs of the Indians.

Q. Was there no regulation of the Indian Department in regard to the proceeds of lumber or grass, or any products of the reservations that had been sold? Was there no regulation of the Department which required that money to be paid into the Treasury?—A. I never had any such instructions, and never read any law upon the subject.

Q. Were there any instructions from the Commissioner?—A. I never had any instructions from the Commissioner.

Q. Was it the policy of the Indian Department to allow these agents to sell timber, grass, &c., growing upon the reservation, and use the money at their discretion?—A. I cannot tell you.

Q. Was that the course pursued at the Kaw agency?—A. It was the plan that I pursued to keep everything and to make the best use of everything I could for the benefit of the Indians.

By Mr. WILSHIRE:

Q. Was that the policy of your predecessor?—A. I cannot answer that; I think it was. I know of one agent previously, by the name of Farnsworth, who did the same thing; I know that he sold a man by the name of Pollard a lot of wood.

By Mr. PAGE:

Q. You state, then, that all the money received by you for wood, lumber, and grass, or any other products of the reservation was expended legitimately for the Indians?—A. I do, yes; I think it was in the summer of 1873 that I moved the Indians down to their new reservation in the Indian Territory, but at that time there was quite a lot of grass upon the reservation. One man offered to buy it, and I had told him he could have it for so much a ton or so much an acre, I don't remember which. He was a very clever man and I thought he would do just what he said. I was going away at the time. He went to work and cut the grass, and the United States marshal, who was then living on the land, after the grass was cut went to the man and told him that I had ordered him, the marshal, to receive the money, (I think it was \$100,) and that he would forward it to me; so this man paid the marshal the \$100, and I never got a cent for it in the world. At one time I went to the prosecuting attorney to have the marshal arrested for obtaining money under false pretenses. I never gave him any such order in the world. I never got anything for that, and the Indians never did.

Q. Where is that marshal now?—A. He is here in the city of Washington, I apprehend. I saw him once since I came here.

Q. Is he holding any official position?—A. I don't think he is.

Q. What is his name?—A. Joseph Dunlap.

Q. Under what religious denomination was this agency?—A. The Society of Friends.

Q. Do you belong to that denomination?—A. Yes.

By Mr. WILSHIRE:

Q. Does Mr. Newlin?—A. Yes.

Q. Does Mr. Hoag?—A. Yes.