

PAYMENTS FROM THE SALE OF OSAGE INDIAN LANDS.

JUNE 7, 1878.—Committed to the Committee of the Whole House and ordered to be printed.

Mr. GUNTER, from the Committee on Indian Affairs, submitted the following

REPORT:

[To accompany bill H. R. 3213.]

The Committee on Indian Affairs, to whom was referred the bill (H. R. No. 3213) directing the execution of a resolution of the national council of the Osage Indians, after full consideration of the same, submit this as their report:—

Under treaty stipulations with the United States, the Great and Little Osage Nation of Indians owned and occupied a reservation of 8,000,000 acres in the State of Kansas. In 1865 this nation of Indians ceded two-fifths of its reservation to the United States, in trust, to be sold at \$1.25 per acre, and the proceeds to be placed to the credit of the Osages in the United States Treasury, and to bear interest at 5 per cent. per annum, which would have given these Indians \$4,000,000 in the Treasury of the United States, producing annually \$200,000.

In 1867 a hunting-party of Osages was attacked by white men, and a number of the Indians were killed; some time thereafter the Osages retaliated on the nearest white settlements, and made good their loss with interest. This aroused public indignation against the Osages; the governor and the legislature of Kansas demanded their removal from the State, and the border people threatened to expel them, and mustered in large numbers to carry their threats into execution. Taking advantage of the indignation of the whites and the fear of the Osages, a company that had been organized to construct a railroad from Leavenworth, Kans., through the Osage reservation, to Galveston, Tex., induced the Commissioner of Indian Affairs to propose a new treaty with these Indians that would result in their removal to the Indian Territory. The Osages, believing that they would be driven from their homes and forfeit all their annuities, and looking on the Commissioner of Indian Affairs as their special and most powerful protector, accepted the treaty, which he had drawn in conformity with the wishes of the people of Kansas and the railroad company. By this treaty they surrendered to the United States the \$4,000,000 interest credit in the Treasury, and gave to the railroad company the whole of their lands (8,000,000 acres); and for this they were to receive from the railroad company \$100,000 in money and \$1,500,000 in 5 per cent. railroad-bonds. Under the treaty of 1865 the Osages owned \$4,000,000, that produced \$200,000 per year, and a rich, valuable reservation of 4,800,000 acres; under the treaty of 1868 they

would have \$100,000 in money, \$1,500,000 in railroad-bonds, but not one foot of land.

After they had signed the treaty of 1868 and removed to the Indian Territory (out of the reach of any trouble from the whites), the Osages saw that they had been defrauded by the last treaty, and they at once secured the services of two of their friends, who were practicing attorneys, to institute such proceedings as were necessary in order to defeat the consummation of the fraud which, if unchecked, would literally rob them of all their possessions, worth from eight to ten millions of dollars.

The gentlemen employed by the Osages presented themselves at the Department of the Interior and were recognized as the duly-authorized attorneys of the Osage Indians, and they were so recognized by the President and the Committees on Indian Affairs of the two houses of Congress. They found that the treaty of 1868 had been formally acted upon by the Commissioner of Indian Affairs and the Secretary of the Interior, and had been approved by the President and forwarded to the Senate, where it had been referred to and was favorably reported upon by the Committee on Indian Affairs.

Your committee will not undertake to narrate all of the steps taken by the Osage attorneys to expose the fraud in which the treaty was negotiated and prevent its confirmation, but will simply say that, after two years of contest, in which they were opposed by six railway companies that hoped to participate in shameful wrong that was covered by the treaty, and other powerful influences, in all of which they pursued only legal and honorable methods to secure the ends they were striving for, they succeeded in defeating the treaty and several bills that would have been almost as disastrous to the Indians as the treaty itself. They then secured the adoption of the twelfth section of the Indian appropriation bill of 1870, by which all of the Osage Lands in Kansas (8,000,000 acres) were to be sold by the United States at not less than \$1.25 per acre, which will give these Indians \$10,000,000 for their reservation in Kansas, in place of the \$100,000 in money and \$1,500,000 of railroad-bonds.

The Commissioner of Indian Affairs, in his report on this case to the Secretary of the Interior of February 12, 1875, says, having reference to the defeat of the treaty of 1868, and of the Senate and House bills referred to, and the adoption of the section named :

I beg leave to say that, from the best information I can procure, I have no hesitation in admitting that the great gain to the Osages, amounting to over \$8,000,000 in the final sale of their lands, was largely due to the services of the Osage attorneys.

The Osages had given their attorneys a contract for 50 per cent. of all that they could realize in the sale of the Osage lands in Kansas over and above the \$1,600,000 named in the treaty of 1868, but as they had realized \$8,400,000 more than that sum, they did not demand their fee under the contract; but, waiving their right to the contingent fee of \$4,200,000, accepted a settlement, approved by the Osages in a general council, which gave them \$230,000 in full for their work, out of which the Indians made \$8,400,000. Of this settlement the Commissioner of Indian Affairs says, in a report to the Secretary of the Interior on the 8th of July, 1874 :

The Osage chiefs, in general council, in further action upon this settlement, confirmed and ratified the same, with the further understanding that the fees therein named as due said attorneys should be reduced to \$230,000.

The Secretary of the Interior paid \$50,000 on this settlement, and shortly thereafter he received a communication from the councilors of

the Osage Nation thanking him for this payment to their attorneys, but adding :

Our nation made this contract for \$230,000, in good faith, and we want it carried out in good faith, for the amount it calls for on its face.

On the receipt of this communication, the Secretary of the Interior reopened this case to hear further argument and evidence on the attorneys' demand for the \$180,000 which remained unpaid, but the Secretary declined to change the action of his predecessor. The attorneys then applied to Congress for relief, and, on the 2d of March, 1877, the Committee on Indian Affairs, at the second session of the Forty-fourth Congress, returned this bill favorably to the House with Report No. 186, at the conclusion of which it says :

The committee will state, in conclusion, that a delegation of Osage Indians, consisting of the chief of the nation and certain of the chief councilors, being duly authorized by the Osages to act for them in the adjustment of all their business with the United States, including the payment of any and all debts of the nation, appeared before your committee at the final hearing of this case, and, being questioned in regard to it, fully confirmed the statement of facts as above given, and further stated that their people held themselves indebted to the parties named in the sum above indicated, and that they wished to pay it out of the moneys of the Osage Nation now in the Treasury of the United States.

The last action taken by the Osage Nation in reference to this matter is embraced in a petition, addressed to the President of the United States by the executive council of the Osage Nation, and executed before the United States agent for these Indians. In this petition the council give the reasons that moved the Osages to contract this debt, and at its conclusion say :

In consideration of all these facts we, the executive council of the Great and Little Osage Nation, earnestly petition you, our Great Father, to pay this just debt that we have ordered paid out of the moneys you have received from the sale of our lands in Kansas, all of which would have been stolen from us by the railroad but for the services of C. N. Vann and Wm. P. Adair, who served us when we were friendless, and saved our lands when the Commissioner of Indian Affairs and our agent wanted to give them to a railroad company. We ask you to allow us to be just and pay our honest debt.

This petition was laid before the President of the United States, who says in his indorsement thereon :

The proceeds of the sales of the lands of the Osage Indians in Kansas have been passed to the interest-bearing credit of these Indians in the Treasury of the United States, and are subject only to the control of Congress. Consequently, there is no fund out of which the Executive can order payment upon the within petition.

In view of all the facts and law, your committee are of the opinion that the Osage attorneys are justly entitled to the relief that they ask, and that their clients have so repeatedly urged the United States to pay out of the money earned by the attorneys for their clients ; and it therefore reports back bill H. R. No. 3213, with the recommendation that it do pass.

VIEWS OF THE MINORITY.

Mr. PAGE, from the Committee on Indian Affairs, submitted the following as the views of the minority :

This claim originated as far back as 1868, when the "Sturgis" or "Drum Creek" treaty was negotiated with the Osage Nation, and is for pretended legal services rendered by the claimants to those Indians in defeating the ratification of that treaty by the Senate of the United States. It appears, however, by the papers in the case that the President, without the suggestion of the claimants, withdrew the treaty from the consideration of the Senate before final action was reached; and although the claimants released the Indians from all liability under their engagement, declaring they had rendered no service (see _____), yet the fact that they had been employed to this intent and purpose is used to give color to a claim as groundless as would have been their claim for \$4,200,000 upon the failure of the ratification of the treaty which they were in no sense instrumental in bringing about.

The claim was originally for \$230,000, and it was sought to be made a charge against the funds of that nation now held in trust by the government. It was brought to the notice of the government about the 8th day of July, 1874, when a pretended contract between these claimants and the Great and Little Osage Indians, dated February 8, 1873, was presented to the Interior Department through the Indian Bureau, with a letter asking "that the Secretary of the Interior and the Commissioner of Indian Affairs will approve said contract for the whole amount thereof, or for so much as they may deem just and equitable in the premises, and that said Secretary will order such amount as he may deem to be due to at once be paid;" and about the 21st day of July this pretended contract was indorsed by the Secretary of the Interior as follows:

The within contract between C. N. Vann and W. P. Adair and the Great and Little Osage Nation of Indians, entered into on the 8th day of February, 1873, is hereby approved to the extent of allowing the said Vann and Adair, attorneys of said Indians, to receive the sum of \$50,000 in payment for services rendered by the said C. N. Vann and William P. Adair in behalf of said Osage Nation.

So \$50,000 have been paid to these parties and they now ask Congress to pay them the balance of \$180,000; not, however, without having persistently pressed it before the Department of the Interior. For they had no sooner realized this enormous and exorbitant sum than they were clamorous for the balance; and in July, 1875, the whole matter was referred to the Board of Indian Commissioners for an expression of their views upon it, and on the 29th of that month the board returned the contract "disapproved" in whole, stating—

That the amount already allowed by the department, to wit, \$50,000, which was paid on the recommendation of the Commissioner of Indian Affairs in lieu of all claims for past services for the Osage Nation, if any payment was justifiable, is ample for the services alleged to have been rendered.

While the board had this claim under consideration, Col. E. C. Boudinot addressed a letter to them on this subject, which, as the writer had

borne a part in the transaction with the Indians, will tend to disclose the merits of this claim, as follows :

SPRINGFIELD, Mo., July 14, 1875.

Sir : I received your letter of the 28th ultimo at Vinita yesterday, and immediately telegraphed you that the Adair claim on the Osage Nation for fees for pretended services was a fraud, and requesting you to take no action in the matter until I could communicate by letter.

The payment of \$50,000 already made to Adair & Vann was a most stupendous swindle and outrage, and I am resolved that a thorough investigation shall be made by the next Congress into the transaction. When the Osage treaty was under consideration by the Senate, Wm. Sturgis, of Chicago, at that time president of the Leavenworth, Lawrence and Galveston Railroad, was in Washington lobbying for its ratification ; Wm. P. Adair and myself were at the same time delegates from the Cherokee Nation. Sturgis came to me toward the close of Congress with a paper which he requested me and my colleague to sign ; it was addressed to the United States Senate, and was a strong appeal for the ratification of the Osage treaty then pending. I told Mr. Sturgis I could not do this without seeing and reading the treaty ; he replied that the treaty was in executive session and could not be furnished, but would give to me an epitome of its contents ; this not satisfying me, he managed to get a copy of the treaty, which I read ; one article of that treaty promised the Osages about 2,000,000 of the Cherokee lands, at 25 cents per acre.

I called the attention of Sturgis to this article, and said, so far from recommending the ratification of the treaty, I felt it my duty to oppose it, and should advise my colleagues to do the same. This opposition was based entirely, at that time, upon the ground that the treaty, in effect, took 2,000,000 acres of our lands at what we considered one-fourth of their value, and that without asking our consent.

This was the condition of the affair when Congress adjourned. In October or November, after Congress adjourned, a number of Osage chiefs came to Tablequah and expressed much dissatisfaction with their pending treaty, and at their request I drew up a contract between them, on the one part, and E. C. Boudinot, your humble subscriber, Wm. P. Adair, and Clement N. Vann, of the other part, in which they promised, on the part of the Osage Nation, to give us one-half over and above the amount they had agreed in the obnoxious treaty to take for their lands which we might secure for those lands by defeating the pending treaty. I have a copy of this contract. When we returned to Washington the next session we found the treaty, to all intents and purposes, dead ; the opposition made by me, and, at my instance, by my associates, Wm. P. Adair among them, before the contract was made, had been most effective, and the treaty was heard of no more. I never thought of claiming any reward for my services, though they were all on the part of the Cherokee delegation that were ever rendered. Adair and Vann, however, went to the Osages and made them believe that to them they were indebted for great service, showed them the contract with me and them, by the strict interpretation of which upon its face we would be entitled to a couple of millions of dollars or so ; they professed great friendship and liberality, and threw themselves upon the generosity of the simple savages. By skillful management they surrendered the original contract, and took in lieu thereof a new one with my name left out.

Upon this new contract \$50,000 has already been paid, and the monstrous claim of \$180,000 more is now before your board for adjudication. I can prove these statements if opportunity be given, and I have no doubt Senator Morrill, of Maine, will confirm me in the statement that Colonel Adair is entitled to nothing whatever for services in defeating the Osage treaty. I intend as soon as the next Congress organizes to have an investigation into the matter of the \$50,000 payment, and believe I shall be able to show that William A. Phillips, a member of Congress from Kansas, J. P. C. Shanks, an ex-member from Indiana, and others in the Interior Department, have shared in this disreputable and dishonest transaction.

I pronounce the payment of the \$50,000 a most monstrous fraud, and the proposed payment of \$180,000, or any further sum in addition, as a gratuity to Adair, without a shadow of just cause ; and this I am ready to verify.

Respectfully,

ELIAS C. BOUDINOT.

Hon. FRANK H. SMITH,
Secretary Board of Indian Commissioners.

Referring to this claim, the Osages have filed the following protest, to wit :

OSAGE AGENCY, IND. T., January 13, 1875.

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

We, the undersigned members of the Osage tribe of Indians, who are in favor of settling down on farms and following the white man's road, according to recommendation of the government, and wishing our funds used for the purpose of improving our country, educating our children, buying tools, agricultural implements, improving our stock, building houses, &c.,

learn with sorrow and regret that some of our chiefs and headmen, viz, Joseph Paw-mi-no-pa-she, Governor Mheshon Koshe, Hulahunka, Watianka, Moh-shon-lika, Tsa Wop-pa-she, Black Dog, Wah-skum-wa, Hard Ropes, White Hair, and Augustus Captain, instead of endeavoring to advance their people in education, civilization, and the improvement of their country, are using all their efforts for their own selfish purposes.

On the 14th day of December, 1874, they met and held a council with a certain Cherokee named William P. Adair, at a place 40 miles distant from the agency, near the Cherokee line.

The object of said Adair in calling the council was for the purpose of reviving an old claim for \$230,000 against the Osages. We learn that he has paid some of them money, with the promise of much more in case they would sign to assist him in getting the amount of said alleged claim. We further learn that said chiefs and head men have signed other papers, the nature of which we do not know, and we do not think they do, as they are always ready and willing to sign anything in case there is a prospect of their handling a few dollars regardless of the wishes of their people.

Now, we, having the interest of our people foremost in our hearts, and wishing to promote their welfare in every way, will not be bound by any such transactions. And we do further entreat that the department will not notice any paper or papers purporting to be signed by Osage chiefs, or any other Osages, unless the same is attested by our agent and government interpreter, as we, representing the civilizing and loyal element of the Osages, do hereby protest against and will repudiate any and all of their acts unless so attested.

This protest is signed by twenty-five chiefs and councilors of the Great and Little Osage Nation.

This protest does not bear the signature of the governor, Joseph Paw-ne-no-pah-she, and its absence is accounted for by the following affidavit:

OSAGE AGENCY,
Indian Territory, ss :

We, J. A. Chase and Paul Aken, at present of Osage agency, Ind. T., do solemnly affirm that, in consequence of our respective situations, we have for three years past been zealous students in the affairs and business of the Osage Indians, and in the spring of 1873, after much disturbance had been made among the Osages by interferences in their business by one W. P. Adair and Colonel Vann, of the Cherokee Nation, we heard that many signatures of members of the Osage tribe were being obtained, by intrigue, misrepresentations, and forgery, to a certain fraudulent claim against the Osages by said W. P. Adair and Colonel Vann, and soon a lengthy protest against the fraud was being signed by the majority of the leading men of the Osage Indians, and that we read and fully explained said protest to Joseph Paw-ne-no-pah-she, governor of the Osages, and asked him to tell us all he knew about it from the beginning. He, the governor, answered us by saying that every word of the protest was true. Then he went back to the year 1868, when the railroad treaty was made with the Osages, and reviewed the history of the whole transaction, in which he related incidents paramount to the foregoing affidavit of Samuel Bevenue, and said that he himself received the document herein referred to, which had been made by a few individuals of two bands only, from the hand of Colonel Vann, and tore it up with the express understanding that the Cherokees had not accomplished anything for them and asked no pay, and had returned the paper, relinquishing all claims. With this information, and under these circumstances, we asked the governor to sign the remonstrance and put a stop to it at once. He thought that he would sign it, but wanted to consider the matter until evening. Just before night he, the governor, came to us and said he had been thinking about signing that paper; he wanted all the people to make a strong remonstrance against the fraud, but, as for himself, he had been induced to sign the other paper, giving the Cherokees his money, by the importunities of his warriors and young men, and now, if he signed a paper on the other side, he was afraid that the Great Father at Washington would think him a child, and not capable of being governor of his people; and as the Osages had plenty of money, he would rather lose this small amount than have his name on both papers.

J. A. CHASE,
Clerk for J. T. Gibson, United States Indian Agent.
PAUL AKEN,
United States Interpreter for the Osages.

Subscribed and affirmed to before me this 15th day of 6th month (June), 1875.
ISAAC T. GIBSON,
Indian Agent.

But notwithstanding the fact that these parties had received \$50,000, and the further fact that the Osage Nation had thus strongly protested against the payment of any further sum,

the claim was still pressed before the Department of the Interior, and passed upon by Secretary Chandler as follows :

DEPARTMENT OF THE INTERIOR,
Washington, D. C., December 7, 1875.

SIR : I have considered the application of Messrs. Adair and Vann for the further payment of \$180,000 out of the Osage trust-fund in satisfaction for services alleged to have been rendered by them as attorneys for the Osage Indians in preventing the confirmation of the treaty made with said Indians on the 27th May, 1868, for the sale of the Osage reservation in Kansas, and in procuring legislation under which said land was sold at an advanced price.

After a careful examination into the facts in this case, I have reached the conclusion that this claim of Adair and Vann has no standing, either legal or equitable, and I decline to direct any further payment therein.

The claim was originally for \$230,000, and was submitted by the claimants to the Commissioner of Indian Affairs and Secretary of the Interior in July, 1874, for payment "of the whole amount thereof or so much as they may deem just and equitable in the premises;" upon which submission they were allowed and paid \$50,000.

The sum allowed was, in my opinion, a liberal compensation for the services performed, but the services were such as should have been furnished by the United States without cost to the Indians.

The practice of paying claims of this nature out of the Indian trust-fund is, in my opinion, a vicious one, and will be hereafter wholly discontinued.

The papers are herewith returned.

Very respectfully,
The COMMISSIONER OF INDIAN AFFAIRS.

Z. CHANDLER, *Secretary.*

After this decision of the Secretary was made, the claimants applied to Congress for relief, and the Committee on Indian Affairs requested the Secretary of the Interior to submit the whole case to the Attorney-General for his opinion as to the legality of the claim. The Secretary complied, and received from the Attorney-General the following communication :

DEPARTMENT OF JUSTICE, Washington, July 7, 1876.

SIR : Yours of the 29th ultimo has been duly considered, and herewith I submit a reply. The opinion therein required refers to a fee claimed by Vann and Adair from the Osage Indians, and this claim has already been disallowed, and is no longer before you officially.

The only case in which an opinion by the Attorney-General, when given upon the requisition by the head of another department, can have official significance, is where it concerns a question of law arising in the administration of such department. (Rev. Stats., s. 356.)

Here I observe that the claim made by Vann and Adair has already been administered by you, and that consequently no question remains.

I presume that your note is not due to any inadvertence as regards the above familiar rule, inasmuch as you inclose a resolution of the Committee on Indian Affairs requesting you to obtain such opinion, by way, perhaps, of suggesting that such resolution may afford a special justification for your requisition. It seems probable that the committee understood that in passing the resolution they were only requesting you to put in motion the ordinary machinery by which opinions are obtained from the Attorney-General. As Congress has not thought proper to empower its committee to require such opinion directly (Opinions of A. G., I 335 and V 561), no doubt the Committee on Indian Affairs did not suppose that the above resolution authorized you to make any application otherwise unauthorized. I do not apprehend that you will take this reply to be inconsistent with any earnest wish to do all that I may aid you or the Committee on Indian Affairs in the discharge of your several official duties.

It is a mere repetition of what my predecessors have often declared, viz, that the Attorney-General has no warrant to act outside of the statutes which define his office.

Very respectfully, your obedient servant,

ALPHONSO TAFTT,
Attorney-General.

The SECRETARY OF THE INTERIOR.

And this communication was inclosed to the Committee on Indian Affairs, by the Acting Secretary of the Interior, with the following letter :

JULY 8, 1876.

SIR : I have the honor to acknowledge the receipt of your letter of the 26th ultimo, transmitting a copy of a resolution adopted by the Committee on Indian Affairs of the House of Representatives in relation of House bill 3079, as follows :

"Resolved, That House bill 3079, to authorize the execution of a resolution of the national

council of the Osage Indians be referred to the Secretary of the Interior, with the request that he at as early day as practicable lay before the Attorney-General all the facts in his possession and obtain his opinion as to the legality of the claim referred to in said resolution and that he be requested to communicate to the committee said opinion of the Attorney-General, together with his views on the same, as early as practicable."

In accordance with the request of the committee as above communicated this Department, on the 29th ultimo addressed a letter to the honorable Attorney-General, stating therein the facts of the case, as far as it was advised, and transmitted therewith such papers as was necessary to a full knowledge and understanding of the merits of the claim in question. (See copy herewith.)

I also inclose, for the information of the committee, the reply of the honorable Attorney-General, in which he decides that, as presented, the case calls for no opinion, because no question of law is pending before this department, and the committee simply desires, by its resolution, to put in motion the ordinary machinery by which opinions are obtained. That could only be done by reopening of the case, and I should be unwilling to take such action so long as I remain satisfied of the correctness of my opinion of December 7, 1875, rejecting the claim for \$180,000. But so far from having any doubts as to the correctness of that decision, an examination of papers filed since the allowance of the \$50,000, which have been recently brought to my notice, cause it very plainly to appear that no payment of any amount should ever have been made to these claimants.

Very respectfully, your obedient servant,

CHAS. T. GORHAM.

Acting Secretary.

Hon. W. W. WILSHIRE,
Committee on Indian Affairs, House of Representatives.

Concurring with the views so expressed in relation to this claim by the Interior Department, the present Secretary, under date of April 8, 1878, replied to a communication from your committee as follows:

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SECRETARY,
Washington, D. C., April 8, 1878.

SIR: I have the honor to acknowledge the receipt of your letter of the 29th ultimo, requesting, in accordance with a resolution adopted by the committee on said day, to be furnished with "all correspondence, communications, and decisions in reference to the claim of Vann and Adair against the Osage Indians," with my views in regard to said claims.

In reply, I have respectfully to invite your attention to two letters addressed to you under the respective dates of April 21 and July 20, 1876, upon the subject of said claim, transmitting all copies of papers in the possession of this department in relation thereto.

Under date of July 26, 1877, the Commissioner of Indian Affairs transmitted to this department for reference to the President a petition from the Osage Indians in relation to this claim.

The paper in question was duly transmitted, and is not therefore within the control of this department.

Under verbal instructions from a member of your committee (Hon. T. M. Gunter), I transmit copies of the following papers, some of which have heretofore been forwarded, but appear to have been mislaid, namely:

Copy of letter from the department to Hon. W. W. Wilshire, signed "Chas. T. Gorham, Acting Secretary," and dated July 8, 1876.

Telegram addressed to F. H. Smith, secretary Board of Indian Commissioners, by E. C. Boudinot, dated July 13, 1875.

Letter of F. H. Smith, secretary Indian Commissioners, addressed to this department August 5, 1875, with a copy of resolutions adopted by said board, under date of July 29, 1875.

Letter of Hon. Z. Chandler, Secretary of the Interior, addressed to the Commissioner of Indian Affairs, under date of December 7, 1875.

Upon a personal examination of the papers on file in this department Mr. Gunter decided that, with the papers here furnished, the committee would be in possession of copies of all papers required by them.

From the copies of letters of Hon. Z. Chandler of December 7, 1875, and Hon. Chas. T. Gorham of July 8, 1876, my predecessors in office, it will be seen that they expressed their opinion as to either the legal or equitable right of the claimants to receive further compensation from any source whatever.

In the opinion of these gentlemen, as so expressed, I fully concur.

Very respectfully, &c.,

C. SCHURZ,

Secretary.

Hon. A. M. SCALES,
Chairman Committee on Indian Affairs, House of Representatives.

Therefore, in consideration of all the facts as set forth in the correspondence, it must be evident to every one that these parties, Vann and Adair, have already been paid \$50,000, for which the Osage Indians never have had value received, and that any further payment would be an outrage upon common honesty. If any part of this money was used by these claimants (as they assert) in securing the rights of the Indians, it was used for improper purposes, and they have no right to be reimbursed from the Osage trust-fund, or otherwise. For what purpose a large portion of the \$50,000 was used is not stated, and the impression is left with the committee that if it was used it was expended against law and public policy. Your committee think it time that a stop should be put to the aspersions which these claimants cast upon the legislative branch of the government, and the whole matter should, even at this late day, be investigated, and Vann and Adair should be made to refund the \$50,000 received by them. The government holds this money in trust for the Osage Indians, and to allow this fraudulent claim of \$180,000 to these parties, who rendered no service whatever, would show conclusively that the government was recreant to the high trust reposed in it.

We therefore respectfully recommend that the bill do not pass.

H. F. PAGE,
For the Minority.