

JOHN R. GILMAN.

LETTER

FROM

THE ACTING SECRETARY OF THE TREASURY,

TRANSMITTING

*A communication from the Secretary of the Interior and its inclosures,
relating to the claim of John R. Gilman against the United States.*

JANUARY 20, 1892.—Referred to the Committee on Claims and ordered to be printed.

TREASURY DEPARTMENT,
January 18, 1892.

SIR: I have the honor to transmit herewith, for the consideration of Congress, a communication from the Secretary of the Interior, of the 14th instant, transmitting the papers in the claim of John R. Gilman, \$2,000, for the erection of a warehouse and office building at the San Carlos Agency, Arizona, in 1881 and 1882, under an agreement entered into by him with J. C. Tiffany, then Indian agent at San Carlos Agency.

Respectfully, yours,

O. L. SPAULDING,
Acting Secretary.

The SPEAKER OF THE HOUSE OF REPRESENTATIVES.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 13, 1892.

SIR: I have the honor to transmit herewith for your consideration, copies, in duplicate, of papers on file in this office in regard to the claim of John R. Gilman, for amount due to him (\$2,000) for the erection of a warehouse and office building at the San Carlos Agency, Arizona, in 1881 and 1882, under an agreement entered into by him with J. C. Tiffany, then Indian agent at San Carlos Agency.

The history of this claim, briefly stated, is as follows: Under the authority of the Secretary of the Interior of November 29, 1881, J. C. Tiffany, agent at the San Carlos Agency, was authorized to expend \$3,000 in the purchase of materials and employment of labor, required in the erection of two warehouses; one at the subagency and the other at the agency headquarters, and on December 9, 1881, he entered into

an informal contract or agreement with one John Redstone for the erection of these buildings, for which Redstone was to receive the sum of \$3,000, \$1,000 for the subagency buildings, and \$2,000 for the agency buildings.

Reports were received at this office showing that John Redstone, with whom Agent Tiffany entered into an agreement on December 9, 1881, to erect these buildings, was in reality John R. Gilman, who was at that time an employé at the San Carlos Agency. Redstone, or Gilman, on January 22, 1882, having completed the subagency building, was paid \$1,000 therefor, and on the following day, January 23, 1882, Agent Tiffany transferred the agreement, saying:

I hereby agree, as John Redstone could not carry out the within agreement, having to be in California, that it may be assumed and carried out with John R. Gilman.

This agreement with Agent Tiffany and John Redstone, or Gilman, was an informal one, and this office was not aware at that time of its existence or of the so-called transfer from John Redstone to John R. Gilman.

The agency warehouse was completed about August, 1882, by Gilman, and has been occupied since then by the Government as a warehouse and office.

Upon an application being made for the payment for the erection of this building, this office having received reports showing the irregular methods of Agent Tiffany, as above set forth, refused to consider the claim of Gilman for the erection of this building, as section 1765 of the Revised Statutes provides that "no officer in any branch of the public service, or any other person whose salary, pay, or emoluments are fixed by law or regulations, shall receive any additional pay, extra allowance, or compensation, in any form whatever, for the disbursement of public money or for any other service or duty whatever * * *," and as it is further provided in the Supplement to the Revised Statutes, vol. 1, page 67, section 10—

That no agent or employé of the United States Government, or of any of the Departments thereof, while in the service of the Government, shall have any interest, directly or indirectly, contingent or absolute, near or remote, in any contract made, or under negotiation with the Government or with the Indians, for the purchase or transportation or delivery of goods or supplies for the Indians, or for the removal of the Indians, nor shall any such agent or employé collude with any person who may attempt to obtain any such contract for the purpose of enabling such person to obtain the same.

The argument is now made that Gilman resigned his position as an employé at the San Carlos Agency on January 24, 1882, and that he erected this building after that time and while he was *not* an employé of the Government; that the building has been occupied by the Government, and that it was erected in a substantial and workmanlike manner and is worth the amount claimed.

Inspector Gardner, in a report dated September 13, 1886, recommended that the claim be paid, stating that although the methods used by Agent Tiffany were irregular, the building is a good one and has been occupied by the agent and that the Government has suffered no loss by the action of Mr. Tiffany.

While I am of the opinion that the action of my predecessors in refusing to act on this claim, owing to the specific provisions of law, was correct, I think that there is equity in the claim of Mr. Gilman and that he should be paid for the erection of the warehouse, but by the consent and authority of Congress.

I therefore transmit copies of all papers in the case with the recommendation that the matter be referred to Congress for an appropriation

to pay John R. Gilman, and that it be incorporated in the deficiency bill for the fiscal year 1893.

Very respectfully, your obedient servant,

T. J. MORGAN,
Commissioner.

THE SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
January 14, 1892.

Respectfully forwarded to the honorable Secretary of the Treasury, with the recommendation that the within claim be referred to Congress for settlement.

JOHN W. NOBLE,
Secretary.

UNITED STATES INDIAN SERVICE,
San Carlos Indian Agency, April 26, 1886.

SIR: I have the honor to inclose copies of all papers on file here relating to the claim of John R. Gilman, for erecting building at this agency.

The structure in question is the best one at this agency, and has been in constant use since completion.

I believe that Mr. Gilman is justly entitled to pay for material furnished and labor performed by him.

Very respectfully, your obedient servant,

F. E. PIERCE,
Captain First Infantry, Acting Agent.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

UNITED STATES INDIAN SERVICE,
San Carlos Agency, December 9, 1881.

Memorandum of agreement between J. C. Tiffany, U. S. Indian agent, and John Redstone, builder.

That the said Tiffany agrees from time to time to put up two buildings, one at subagency and one at the main agency for the storage of goods and offices. The one at subagency to be 45 by 27 feet with an ell 20 by 35, built of adobes with shingle roof except on all windows and doors, as on plan, and foundation of stone. The agency building to be 30 by 60, with partition off one end for two offices, which are to be floored and plastered, and so is the subagent's room at subagency building. The said Tiffany furnishes the nails from Government; what doors are on hand, also what windows; the hardware; and allows the use of agency employes, such as carpenter and wagonmaker, and when necessary other help; gives the use of teams for hauling adobes and rock, etc. The said Redstone to furnish the adobes and laying of same, the balance of doors and windows not on hand, lay the adobes, furnish the lumber necessary and shingles, and to take charge of the work. Either building can be delayed or suspended in its construction at option of said agent. The whole amount to be paid said Redstone to be \$3,000 on completion of the work, and if either building is suspended, the amount of labor or material bought shall be paid for, lumber at \$75 per thousand delivered at the buildings, and adobes \$30 per thousand in the wall, the wall to be surface measured and $4\frac{1}{2}$ adobes counted to the foot of surface wall.

J. C. TIFFANY,
U. S. Indian Agent.
JOHN REDSTONE.

SAN CARLOS, January 23, 1882.

I hereby agree, as John Redstone could not carry out the within agreement, having to be in California, that it may be assumed and carried out with John R. Gilman.

J. C. TIFFANY,
U. S. Indian Agent.

I hereby agree to accept and agree to perform all contained in the within agreement.

JOHN R. GILMAN.

WILCOX, A. T., 4, 18, 1882.

Mr. J. C. Tiffany, agt., San Carlos, bought of L. W. Blinn.

April 13.	To 478 ft. T. and G. flooring, 6½	.....	\$31.07	
	3 doors 3x7, \$5	.....	15.00	
				46.07

Freight paid by J. R. Gilman, \$20.

WILCOX, August 13, 1882.

Mr. J. C. Tiffany, Indian agent, San Carlos, bought of L. W. Blinn.

2 doors 3x7, \$5	.....	\$10.00
100 ft. 1x4 T. and G. redwood, 6½	.....	6.50
		\$16.50

GLOBE, GILA COUNTY, A. T.,
July 20, 1882.*John R. Gilman to M. W. Bremen.*

			DR.	CR.
Apr. 10	To 33 pieces, 1 x 6-12	198		
	" 44 " 1 x 6-14	308		
	" 9 " 1 x 6-16	72		
	" 12 " 2 x 4-20	160		
			738	\$55.35
	" 3,500 shingles			31.50
	" 35 pieces, 1 x 6-16	280		21.00
	" 5,500 shingles			49.50
Apr. 24	By cash on acct			\$157.85
Mar. 24	To 33 pieces, 2 x 6-20	660		
	" 4 " 2 x 8-30	160		
	" 38 " 2 x 6-15	570		
	" 5 " 2 x 6-24	120		
			1,510	113.25
Mar. 24	By cash on acct			104.63
Apr. 9	To 20 pieces, 1 x 14-16	373		
	" 9 " 1 x 18-18	243		
	" 1 " 2 x 18-18	54		
	" 13 " 2 x 6-18	234		
	" 20 " 2 x 6-14	280		
	" 2 " 1 x 14-12	28		
			1,212	90.90
11	" 38 " 1 x 14-12	582		
13	" 11 " 2 x 6-14	154		
			686	51.45
	To 6,500 shingles			58.50
Apr. 24	By cash on acct			200.85
Apr. 25	To 35 pieces, 1 x 6-14	245		
	" 2 " 1 x 6-16	16		
	" 4 " 1 x 6-12	24		
			285	21.37
Apr. 25	" 20 " 1 x 14-16	373		
	" 3 " 2 x 20-12	120		
			493	36.97
May 14	To 14,500 shingles			130.50
	To 33 pieces, 1 x 6-12	198		
	" 8 " 4 x 6-16	256		
	" 8 " 1½ x 6-16	96		
			550	41.25
May 2	To 100 pieces, 1 x 6-12	600		
	" 37 " 1 x 6-14	259		
	" 2 " 4 x 6-12	48		
			907	68.02
29	" 202 " 1 x 6-12	1,212		
	" 4 " 1 x 6-16	32		
	" 3 " 1 x 18-12	54		
	" 3 " 1 x 18-16	72		
	" 2 " 1 x 18-18	54		
			1,424	106.87
June 24	By cash on acct			229.98
July 20	By cash on acct			175.00
Aug. 16	By cash to bal			8.62
			876.43	876.43

Received payment in full.

M. W. BREMEN,
Per JOHN R. PORTER, *Agt.*

WILCOX, A. T., Aug. 13, 1882.

U. S. Indian agent San Carlos bought of Norton & Stewart, forwarding and commission merchants and dealers in general merchandise.

Aug. 3. To 350 lbs freight, at \$1.50 \$5.25

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, Sept. 23rd, 1882

P. P. WILCOX,
U. S. Indian agent San Carlos Agency, Arizona.

SIR: From a memorandum agreement or contract (copy herewith) now in this office, it is found that J. C. Tiffany, late Indian agent at San Carlos agency, entered into an agreement with one John Redstone (since known to be John R. Gilman, late an employé at said agency), to erect a building at the subagency for storage and other purposes, and one building at the agency proper for offices, storage, etc., of dimensions as therein stated, and Agent Tiffany agreed to furnish certain doors and windows, the nails and hardware, together with the help of agency employés, etc., and upon the completion of which buildings he agreed to pay to said Redstone the sum of three thousand dollars (\$3,000).

In part payment of this amount Agent Tiffany paid January 21st, 1882, the sum of one thousand dollars (\$1,000) for work, materials, etc., to the said Redstone or Gilman, the balance of \$2,000 being still unpaid. You are directed to take at least two entirely disinterested men, who are acquainted with the erection of buildings in all of its details, and make a thorough examination of these buildings, and make report to this office properly certified by the parties who shall make the examination with you, showing the size and manner of construction of these buildings; also state how nearly they are completed and the quantity materials of various kinds used in their construction, and how much of the same was furnished by Agent Tiffany, and the amount of labor of agency employés and team work furnished by him in the construction of the said buildings. You will also show the quantities of different kinds of material, and the team work and labor done or paid for by said Redstone or John R. Gilman, and the approximate value of the same. The object of such report is to obtain positive information as to the compensation, if any, that should be allowed Gilman for the erection of said buildings, for all kinds of material, etc., actually furnished by him, and the labor employed by him, etc. (over and above that furnished by the Government). You will make as close an examination of this matter as possible, and make report of the same as soon as you can conveniently do so.

Respectfully,

H. PRICE, *Commissioner.*

SAN CARLOS AGENCY, ARIZONA, November 25, 1882.

P. P. WILCOX, *U. S. Ind. Agent.*

SIR: At your request and in compliance with instructions contained in letter of Hon. Com'r Indian Affairs, Sept. 23rd, 1882, we have made an examination of the new storehouse lately built and now completed at this agency, under an agreement made Jany. 23rd, 1882, between J. C. Tiffany, U. S. Indian Agent and John R. Gilman, and we report as follows:

1 adobe building, stone foundation, shingle roof; length, 60 feet; width, 30 feet; walls, 12 feet high; thickness of walls, 16 inches; adobes, 4x8x16 inches; doors, 1 double heavy, 7½ by 9½ feet; doors, 2 outside and 3 inside, panelled and cased.

Windows, 4 outside, 3 by 7 feet, cased.

Transoms, 7, cased.

1 adobe partition, 27½ ft. long, 12 ft. high, 16 in. thick.

1 do. do. 13 ft. do. 12 ft. " 16 in. thick.

1 do. chimney, 24 ft. high, 16 in. thick.

54 pine rafters, 20 feet long, 2x6 inches.

26 do. girders, 16 ft. long, 2x6 inches.

192 pine boards, 15 ft. by 1 by 6 inches.

42 do. do. 15 ft. by 1 by 6 do.

10 do. do. 10 ft. by 1 by 6 do.

20 do. do. 5 ft. by 1 by 6 do.

180 feet length pine boards, 2 by 12 do.

100 ft. length base boards, 2 by 6 inches.

400 ft. length pine shelving, 1 by 12 inches.
 250 ft. do. " boards (casing), 1 by 6 inches.
 Roof surface, 20 ft. by 60 ft. (2 sides) = 160 sq. ft.
 Shingles laid 5 inches to weather.

Foundations, loose stone and mortar under entire wall, 2 feet wide 2 feet below surface 1 foot above.

Hardware, etc., used:

4 windows, 7 transoms, 6 doors.
 200 lbs. nails, 5 door lock and knobs, 1 latch, 7 bolts.
 6 strap hinges, 5 pr. butt hinges, 5 cupboard catcher.

Agent Tiffany furnished of the above:

4 windows, 5 transoms, the nails and hardware.

Lumber, average cost, \$75 per M at agency.

Shingles, do. do. \$9 per M do.

Plastering, 2 coats, 350 sq. feet.

The labor on this building, paid for by Agent Tiffany, was 20 days, to Indian teamster, with use of ox team and wagon.

In the agreement for building, the use of agency employes, such as carpenter and wagon-maker, and when necessary other help was to be furnished by the agent, but during the time this building was being erected there was no carpenter on the pay rolls, and Nicholas A. Gilman was wagon and plow maker. As to the labor on this building, paid for by John R. Gilman, we have no knowledge, but a copy of his statement hereto attached will show what he claims for materials and labor.

We hereby certify that the above is a correct statement of the examination made by us of the new storehouse at this agency built by John R. Gilman.

S. D. PANGBURN, *Ag'cy Physician.*

JAMES N. TAGGART, *Issue Clerk.*

EDWARD WILLARD.

SAN CARLOS AGENCY, ARIZONA, *November 25, 1882.*

Examined, approved, and resp'y forwarded.

P. P. WILCOX,
U. S. Ind. Agt.

Branch Agency, 15 miles from Agency.

1 adobe building and attachments, comprising:

Storehouse, 20 ft. by 36 ft., 12 ft. high, walls 16 in. thick.

Ell, 17 ft. by 46 ft., 12 ft. high, walls 16 in. thick.

Dwelling, 18 ft. by 21 ft., 12 ft. high, walls 16 in. thick.

Stable, 12 ft. by 20 ft., 12 ft. high, walls 16 in. thick.

Pd. M. W. Bremen, lumber, 4,170 ft. pine lumber, paid by J. R. Gilman	....	\$310. 21
Pd. do. shingles, 15 M, paid by Gilman	.....	135. 00
Pd. Geo. Heller, foundation, stone, pd. by J. R. Gilman	.....	75. 00
Pd. do adobes in wall, 16,000, pd. by J. R. Gilman	.....	400. 00
J. R. Gilman, claims pd. for carpenter work	.....	35. 00
J. R. Gilman, claims pd. plastering	.....	20. 00
Do do going to buy lumber	.....	25. 00
		1,000. 21

Jno. R. Gilman was on pay rolls as plow-maker to Jan'y 24, 1882. W. D. Rowilson, agency carpenter worked to Jan'y 20, 1882; both worked on this building as per agreement, Dec. 9, 1881, 40 days.

Agent Tiffany furnished for building 8 windows, 1 door, nails, and hardware.

This building was paid for Jan'y 21, 1882, on voucher No. 1, first quarter 1882, \$1,000. The above is a correct statement of the material and labor used in erection of said building.

S. D. PANGBURN,
Ag'cy Physician.

JAMES N. TAGGART,
Issue Clerk.

EDWARD WILLARD.

SAN CARLOS AGENCY, *Nov'b'r 25, 1882.*

Examined, approved, and resp'y forwarded.

P. P. WILCOX,
U. S. Ind. Agt.

[Statement of J. R. Gilman.]

Material and labor furnished by J. R. Gilman for warehouse at San Carlos Agency.

Lumber, 5,855 ft	\$439.12
Shingles, 25,000	225.00
Stone for foundation, Indian labor	60.00
Mason laying adobes	196.00
“ “ foundation	55.00
Cost of making adobes	126.00
“ “ plastering and whitening	40.00
Carpenter work	500.00
Indian labor	41.65
Ceilings in offices	10.00
Freight on doors and flooring	20.00
Expenses in going to buy lumber	25.00

1,737.77

Material ordered at Wilcox by Tiffany but not yet paid for. (Bills for same in office at agency): 478 ft. t. and g. flooring; 3 doors, $3 \times 7 = 1\frac{1}{2}$; (freight on same, paid by Gilman, \$20.00); 100 ft. t. and g. redwood; 2 doors, $3 \times 7 = 1\frac{1}{2}$.

Material and labor furnished by agt: 4 windows, 5 transoms, nails, and hardware. Agency teams hauled adobes and water for mortar; in all 18 or 20 days' work. Indians used agency ox team for hauling stone for foundation. Indians were paid for same by J. R. Gilman.

By agreement with Agent Tiffany, I, J. R. Gilman, was to receive the sum of \$2,000 for warehouse when complete, said Tiffany to furnish windows, transoms, nails, and hardware, use of agency teams, and agency carpenter; but as there was no agency carpenter employed while I was building warehouse I did not have the use of the same.

J. R. GILMAN.

UNITED STATES INDIAN SERVICE,
San Carlos Indian Agency, A. T., December 13th, 1882.

J. R. GILMAN, Esq.,
Stanton:

SIR: I have received your letter of the 8th inst., in which you ask information in regard to when your claim for building warehouse will be paid, and in reply you are informed that the report of a board of survey, composed of employes here indorsed by me has been forwarded to the Commissioner of Indian Affairs for his information. Action in the Departments may be slow as is usual in such cases. Will you send me an itemized bill of the lumber I bought of you, the original having been mislaid?

Respectfully,

P. P. WILCOX,
U. S. Indian Agent.

TERRITORY OF ARIZONA, *County of Gila:*

John R. Gilman, being first duly sworn, deposes and states: That he has lived at and near San Carlos Indian Agency since February, 1881; that on or about Dec. 9th, 1881, I entered into a contract with J. C. Tiffany, the then Indian agent, to construct buildings for the subagency and agent's office and warehouse at San Carlos Agency for the sum of three thousand dollars; that the buildings have all been constructed, and that I have received one thousand dollars on said contract, and that there is yet due me two thousand dollars. I further swear that my contract was in the hands of Edward Willard, former clerk at this agency, on Aug. 27th, 1885, and that said contract can not be found after diligent search.

JOHN R. GILMAN.

Subscribed and sworn to before me this 9th day of December, 1885.

GEO. R. PEARSONS, *Inspector.*

UNITED STATES INDIAN SERVICE,
SAN CARLOS INDIAN AGENCY,
San Carlos, Ariz., Aug. 9th, 1886.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.:

SIR: I have the honor to inclose copies of letters on file at this office, and ask that they be filed with papers relating to claim of J. R. Gilman for erecting buildings at

this agency. These papers have been discovered since forwarding those copies forwarded with "letter of transmittal," dated April 26th, 1886, marked L. S. 116, 1886.

Very respectfully, your ob't serv't,

F. E. PIERCE,
Capt., 1st Infantry, Act. Ind. Agt.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, Dec. 1, 1881.

J. C. TIFFANY,
Indian Agent, San Carlos Agency, Arizona.

SIR: Acknowledging receipt of your letters of October 15th, and 21st, and 12th ultimo, enclosing plans and estimate for warehouses at agency and subagency, I advise you that the Hon. Secretary of the Interior has granted authority for the erection of such buildings at a cost not to exceed three thousand dollars (\$3,000) for the purchase of materials and the employment of labor required for the purpose indicated, to include building at agency and subagency.

Very respectfully,

H. PRICE, *Comm'sr.*

Above are true extracts from letters on file in this office.
San Carlos Agency, A. T., Jany. 21st, 1882.

J. C. TIFFANY,
U. S. Ind. Agt.

A true copy.
San Carlos, Ariz., Aug. 9, 1886.

B. G. FOX, *Agency Butcher.*

DEPARTMENT OF THE INTERIOR,
Washington, Nov. 29, 1881.

The COMMISSIONER OF INDIAN AFFAIRS:

SIR: I return herewith the papers which accompanied your letter on the 26th inst. in relation to the proposed construction of two warehouses, one at San Carlos Agency and the other at the subagency belonging thereto, the estimated cost whereof is stated in the sum of \$5,000, which buildings are required at the earliest practicable time for storage of goods and supplies for the service. Authority is hereby granted for the expenditure in open market of a sum not exceeding \$3,000, the limit allowed under the law in cases of this character, for the purchase of material and the employment of labor required for the proper repair or construction of buildings required at the agency and subagency for the purpose indicated.

Very resp'y,

S. J. KIRKWOOD,
Secretary.

Official copy.

E. S. WOOG,
Ch'f Financial Div'n.

A true copy.
San Carlos, Ariz. Aug. 9, 1886.

B. G. FOX, *Agency Butcher.*

WASHINGTON, D. C., *Feb. 15th, 1887.*

The COMR. OF INDIAN AFFAIRS,
Washington, D. C.

SIR: In the matter of the claim of John R. Gilman against the Government for the sum of \$2,000 for the erection of a storeroom and agent's offices at the San Carlos Indian Agency, Arizona, I understand the facts to be as follows: That J. C. Tiffany, while Indian agent at San Carlos, claiming to have the proper authority from the Government, made a contract with John R. Gilman to furnish all material and to erect the building in question for the price and consideration of \$2,000; that Gilman complied with the contract, and the building was completed about the time Mr. Tiffany was relieved as agent, and that when Gilman presented his claim to the Government for payment, it was declined on the ground that Mr. Tiffany had not been authorized to have the building erected; that in August, 1882, a short time after the building was completed, it was taken possession of for Government uses and purposes by the then Indian agent, Mr. Wilcox, the successor of Mr. Tiffany; that the Government has occupied and used the same in the management of its business at said agency since August, 1882, to the present time without any compensa-

tion whatever to the builder; that during the administration of Mr. Ford (successor to Wilcox) as agent, he (Ford) asked the Department to pay this claim, but the request being declined, he advised Gilman to place the same in the hands of one claim agent or attorney at law by the name of Lancaster, Ford suggesting the name of Lancaster; that acting under this advice, Gilman executed a power of attorney to Lancaster for the purpose of collecting his claim, but I am informed by Gilman that this power of attorney has long since been revoked by him and that the said Lancaster, or any one else as agent or attorney, has no authority to represent his claim, and that no formal suit is pending therefor; that his application for the settlement of this claim is made to the Department through the now acting Indian agent, Captain F. E. Pierce, to whose letters to the Department upon the subject you are respectfully referred for his views upon the merits of the claim after it was investigated by him.

For your information as to the character of the building in question I may state that it is 30 by 60 feet, having two offices in the front end for the agent's offices and a storeroom in the rear. The offices are both floored and well finished, each having a door and two windows, with another door opening between them. The walls of the building are of adobe material and well put up, are of one story, but of ample height, and are covered with a good shingle roof.

Very respectfully, your ob't. serv't,

G. W. GORDON,
Clerk of San Carlos Indian Agency.

UNITED STATES INDIAN SERVICE,
San Carlos Agency, October 31st, 1887.

HON. COM'R INDIAN AFFAIRS,
Washington, D. C.

DEAR SIR: In 1882 I erected a warehouse for the agency at this place, under contract made with J. C. Tiffany, then agent. When you were here about two years ago I called your attention to the matter, and you said it would be attended to at any time that Capt. Pierce, acting agent, wrote to the Indian Office in regard to the matter. Capt. Pierce informs me that he has written several letters concerning the matter without receiving any reply thereto. General Gordon also informed me that he had stated to you the injustice of my claim not having been settled; that he had stated the facts to you and thought the matter would then be attended to. He told me he thought it would be settled in July, 1887. As to the justice of my claim I respectfully refer you to Capt. Pierce, Gen. Gordon, or Mr. Armstrong, inspector. Although the building has never been accepted or claimed as Government property the said building has been in use as a storehouse and agent's office since August, 1882.

I would respectfully request that I be paid a rental for same or the contract price of the building.

Very respectfully,

J. R. GILMAN.

WILCOX, A. T., June 13, 1883.

HON. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: In reply to letter marked F 7535-83, J. B. C., I inclose you letter from J. C. Tiffany, dated Tucson, June 11. As I stated in my previous letter have received nothing on this contract. Two thousand dollars is amount due on same.

J. C. Tiffany states in his letter: The building is according to contract, and now is and has been in use by Agent Wilcox since August, 1882. Agent Wilcox informs me by telegraph that he signed report of Board of Survey, Nov. 25th, '82, and that same was forwarded to you and should be on file in your office.

Yours, respectfully,

JOHN R. GILMAN.

UNITED STATES INDIAN SERVICE,
San Carlos Indian Agency, A. T., January 10, 1885.

The honorable COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.:

SIR: I have received office letter "F. L. 7535-83, 8224, 3846-84," dated Dec. 30th, 1884, with inclosed copies of papers relative to a claim of one John R. Gilman for work and material alleged to have been expended in the erection of a warehouse at this agency under a contract made with J. C. Tiffany, Indian agent, and

directing me to investigate the matter and submit a report of the facts in the case. In compliance therewith I have the honor to submit the following report:

It appears that on the 9th of December, 1881, John R. Gilman, at that time an employé at this agency, entered into contract with Agent Tiffany, under the assumed name of John Redstone, to construct certain subagency buildings fifteen miles from San Carlos, and a warehouse with office, etc., at this place; that the said Gilman, while under pay as an employé, did construct the said subagency buildings, and that on their completion the said Gilman was paid, on the 21st of January, 1882, the sum of one thousand dollars (\$1,000) as provided in the contract.

On the 23d of January, 1882, Agent Tiffany transferred the contract, made in the name of Redstone, to John R. Gilman, and on the day following Gilman resigned his position as agency plow-maker and commenced the construction of the warehouse at this agency. So far as I can learn the work was done and the materials furnished according to the terms of the contract. The building was completed early in September, 1882, and has, since that time, been in use as a warehouse for the storage of Indian goods and supplies, agent's office and quarters.

Very respectfully, your obedient servant,

C. D. FORD,
U. S. Indian Agent.

DUNLAP POST-OFFICE, GRAHAM CO., A. T., Feb'y 16th, 1884.

The honorable SECRETARY OF THE INTERIOR,
Washington, D. C.:

SIR: I have the honor to request that the necessary steps be taken to secure to me pay for putting up warehouse, etc., at San Carlos, A. T.

On Jan'y 23, '82, I entered into a contract with J. C. Tiffany, to build a warehouse containing two offices and storehouse, at San Carlos Agency. The same was completed some time in August of the same year and turned over to Agent Wilcox, as Agent Tiffany had resigned. Said Agent Wilcox has been using this building as office, warehouse, and sleeping apartment ever since that time, while I have received nothing on the contract.

The contract was for \$2,000, and as far as I know, the building was satisfactory to the present authorities at San Carlos.

I have some letters from the Commissioner of Indian Affairs saying that I am to look to Mr. Tiffany for my vouchers, but such decision or ruling seems to me unprejudiced.

The present agent received and occupied the building but would give me no receipts or papers showing that he had received it, giving as his reason that he had nothing to do with Agent Tiffany's business and contracts.

The debt is a just one and I need the money at once, and trust you will take the necessary steps to secure to me my pay.

Very respectfully, your ob'd't servant,

J. R. GILMAN.

WILCOX, A. T., April 23d, 1884.

Hon. H. PRICE,
Comr. Ind. Affairs, Washington, D. C.:

SIR: In reply to yours of February 28th, 1884, relative to my claim for building at San Carlos, I have the honor to enclose a copy of the contract and to request that the necessary action be had at once to secure an early settlement of my claim. I performed my part of the contract in good faith, and if the late agent failed to perform his part, I, certainly, in justice, should not be the sufferer.

The enclosed copy of contract was furnished me from San Carlos and I presume the original is now at San Carlos. At the time the contract was made the agent claimed that as the amount was less than three thousand dollars no approval was required except his own.

Several months ago, about Aug., 1883, there was a board of survey on this building, and I presume that the proceedings would give you the required information and it is possible the original contract is filed with them.

Please give this matter your early attention, as I am very much in need of the money, which is now far overdue.

Very respectfully, your ob't servant,

JOHN R. GILMAN

TUCSON, *June 11, 1883.*

JOHN R. GILMAN, Esq.:

SIR: In answer to yours I would say that proof of the building of the storehouse at the agency is in the Interior Department in a letter giving the details and a board of survey held by Willard, Pangburn, and Taggard, and certified to or approved by Agent P. P. Wilcox; the letter was written I think Nov. 25th, 1882. You are aware I was away at the time of commencing the building, and did not return on account of sickness, so could not accept the building, and the money was accounted for by being returned to the Treasury. In February I saw the building, and Agent Wilcox has been using it for office and sleeping apartment and rear end for storeroom, which if there is no building he could not do.

The building was finished according to contract.

Yours, respectfully,

J. C. TIFFANY, *Ind. Agt.*

[War Department, Signal Service, U. S. A.—United States Telegraph.]

SAN CARLOS, 6, 14, 1883.

JOHN R. GILMAN,

Wilcox, A. T.:

The warehouse built by you under contract with J. C. Tiffany, Indian agent, at this place, is completed and is now occupied for storage and agent's office.

P. P. WILCOX, *Agent.*

UNITED STATES INDIAN SERVICE,
San Carlos Agency, Arizona, March 21st, 1887.

The COMR. OF INDIAN AFFAIRS,

Washington, D. C.:

SIR: At the renewed request of John R. Gilman, I have the honor to again respectfully ask your attention to his claim of \$2,000.00 for the erection of storeroom and offices for the Interior Depart. at this agency in 1882, under a memorandum agreement with J. C. Tiffany, Indian agent at that time. I wrote you in regard to this claim April 26th, 1886, August 9th, 1886, and Dec. 25th, 1886, and to which letters, together with papers forwarded therewith, you are respectfully referred. As previously stated, I have carefully investigated this claim, and while there appears to have been an irregularity in Mr. Tiffany's manner of making the contract with Gilman, nevertheless it is conclusively shown that Gilman executed the contract by erecting the buildings, that the amount claimed therefor is reasonable and as low as could have been obtained at that time, and that the Depart. has occupied and used the buildings for the purposes of its business here since August, 1882, and without paying anything for such occupancy and use. In brief, my investigation convinces me that this claim is just and ought to be allowed.

I regret to trouble you with this matter so often, and lest it should be supposed that I am interested in doing so, I beg leave to say that I have no interest whatever in the matter, save that I would like to see justice done to a deserving man.

Gilman is now in the employment of the Department here, as carpenter, and is one of the best, most faithful, and worthy men in the service.

Very respectfully, your ob't serv't,

F. E. PIERCE,
Capt., 1st Inf'try, Acting Agent.

UNITED STATES INDIAN SERVICE,
San Carlos Agency, Ariz., December 25th, 1886.

The COMR. OF INDIAN AFFAIRS,

Washington, D. C.:

SIR: At the request of John R. Gilman I respectfully beg leave to again invite your attention to his claim of \$2,000.00 against the Government for the erection of a store room and offices for the Interior Department at this place in 1882. He is the more urgent and anxious that I should do so, in view of the fact that he supposes the estimates for the next fiscal year will soon be submitted to the Committee on Appropriations, and he earnestly hopes that the Department will take such action in regard to his claim as will insure its payment at an early day. I further beg leave to say that the Government has exclusively occupied and used the buildings erected by

the claimant since August, 1882, and which are indispensable for the uses and purposes of the Government in the successful management of this agency, as offices and store room; and with the use of these buildings there is barely store room sufficient for *present* necessities, while the necessity for additional store room for the grain and other supplies raised by the Indians, until they can erect buildings of their own for this purpose, will become even greater than now.

I have thoroughly investigated this claim and consider it just and I recommended its payment in my letter 116, dated April 26th, 1886, and also forwarded additional papers in relation thereto with my letter 289, dated August 9th, 1886.

Inspector Gardner also investigated this claim when he visited this agency in September last, and he told me that he would recommend its payment, and that he would also recommend that I be directed to make out "certified vouchers" therefor.

Very respectfully, your ob't servt.,

F. E. PIERCE,
Captain, 1st Inf'y, Acting Agent.

An extract from report of Inspector Gardner, on San Carlos Agency, dated September 13, 1886.

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During the administration of ex-Agent Tiffany (1881 and 1882), these buildings were erected at a cost of \$1,000; at the same time there was a contract made with the same party, John Redstone Gillman, to build a warehouse and office at the agency, at the contract price of \$2,000. The building was to be of adobe, shingle roof size 30 x 60, with 5 doors and 1 large door, 4 windows and 2 small windows in warehouse; a partition was to be made across the front end of the building, and a subpartition, making 2 rooms of this part. This building was constructed and completed by John R. Gillman. It is A number one, and is a first-class building in every particular; it is the best building at the agency, and has been continuously used by the Government since its completion, and it was necessary for agency purposes that a building of this character should have been built. From some irregularity upon the part of ex-Agent J. C. Tiffany the contract for the erection and construction of this building was not approved by the Department. The contractor, Mr. Gillman, erected the building in good faith, and used good material and did good work upon same, and yet up to the present time has not been paid. I would respectfully recommend that Acting Agent Captain Pierce, be directed to issue certified vouchers in favor of John R. Gillman for the sum of \$2,000 in payment for this building, and that he be further directed to take up the same upon his property return for the proper quarter. It might be proper to state that Mr. John R. Gillman has been and is now a faithful, competent, and efficient employé in the capacity of agency carpenter, and it is nothing more than right, honest, and just that he should be paid for this building.

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