

HUFF JONES.

JUNE 17, 1892.—Committed to the Committee of the Whole House and ordered to be printed.

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

REPORT:

[To accompany H. R. 7839.]

The Committee on Indian Affairs, to whom was referred House bill 7839, report as follows:

The claimant, Huff Jones, for a long time prior to 1872 was a logger, residing in Oconto County, adjacent to the Keshena Indian Reservation in Shawano County, Wis. On the 20th day of November, 1872, he entered into a contract with W. T. Richardson, who was then the Indian agent in charge of the Keshena Reservation, by the terms of which he purchased from the Government from six to eight million feet of pine logs. The contract was in writing, signed by Richardson as agent for the Government.

Immediately after making the contract Jones went upon the land, built the necessary camps, stables, etc., and cut roads preparatory to the winter's work.

The contract was forwarded by Richardson to Washington, and on the 28th day of November, the Commissioner of Indian Affairs telegraphed the agent, Richardson, as follows:

Hold up the contract for sale of Oconto pine until you are further instructed from this office.

F. A. WALKER,
Commissioner.

There seems to be some dispute as to when that telegram was forwarded or sent by Richardson and delivered to Jones. There is no record in the agent's office at Keshena of the time when it was sent or delivered to Jones, and there is no absolute proof that it was ever delivered to him.

Afterwards, on the 9th day of December, being nineteen days after the contract was made, the Commissioner of Indian Affairs wrote the agent as follows:

WASHINGTON, D. C., December 9, 1872.

W. T. RICHARDSON, Esq.,
United States Indian Agent, Green Bay, Wis.

SIR: You are advised that the contract transmitted to this office with your communication of the 20th ultimo, providing for the sale, to Huff Jones, of the county pine timber on the east half of the northeast township of the Menomonee Indian Reservation, has been disapproved. You will notify Mr. Jones accordingly.

Very respectfully,

W. A. WALKER,
Commissioner.

The agent forwarded or delivered this letter as soon as he received it, and there is no claim for any expenses incurred under the contract after that time. Nineteen days had elapsed from the day the contract was made before this letter was written, and during that time the expenses now claimed were incurred.

His bill of items shows that he paid his help for twenty-one days' work. As the contract was not binding on the Government until approved by the Interior Department, no claim can be maintained for damages for breach of the same.

There is no question but what Mr. Jones acted in good faith when he went upon the land and built those camps and cut the roads; no question but what he had a right to believe the contract would be approved, and that what he did was done in the ordinary course of business under the belief that his contract was valid.

His itemized statement shows that he paid out for help, provisions, logging outfit, including cattle, \$2,091.84. Of this amount, \$845 was paid for cattle, which we deem an unjust charge, because the cattle were presumably worth what he paid for them, or nearly so.

Another charge made in his bill of items is the sum of \$403.55 paid on orders, but it does not appear to our satisfaction that it was for work done during this time, hence we think it ought not to be allowed.

The balance of the account, \$843.29, we consider an equitable claim against the Government, as we believe that Mr. Jones was justified in going on with the work of preparation for the winter's logging, and that amount was paid for help, provisions, and camp equipage.

Afterwards the Indian agent logged for the Indians, and used the camps, stables, roads, etc., which were made by Mr. Jones, and in doing so undoubtedly saved the expense which he would otherwise necessarily have to incur in building those camps, stables, and roads, and we believe there is justly and equitably due Mr. Jones the sum of \$843.29.

He applied to the Department soon after the contract was revoked, and his claim was pending there a long time, but was refused by the Department for want of authority to settle or money to pay.

He then brought an action in the Court of Claims, but found that so expensive that he was obliged to abandon it.

He then sought relief through Congress, had a bill introduced for that purpose in 1887, and another in 1888, neither of which passed.

The committee therefore recommends the following amendment to the bill:

Strike out of the sixth line of the printed bill the words "one thousand six hundred and forty dollars," and insert in lieu thereof the words "eight hundred and forty-three dollars and twenty-nine cents," and that when so amended the bill do pass.