

REPORT
OF
THE SECRETARY OF WAR,

TRANSMITTING

In compliance with a resolution of the Senate, documents in relation to the difficulties which took place at the payment of the Sac and Fox annuities, last fall.

August 9, 1848.

Read, and ordered to be printed.

WAR DEPARTMENT,
Washington, August 9, 1848.

SIR: In compliance with the resolution of the Senate of the 8th instant, I have the honor to transmit herewith "copies of the report of the Superintendent of Indian Affairs at St. Louis, in relation to the difficulties which took place last fall, at the payment of the Sac and Fox annuities, together with all the accompanying testimony and papers," and the action had by the department with reference thereto.

Very respectfully, your obedient servant,

WILLIAM L. MARCY,
Secretary of War.

Hon. D. R. Atchison,
President of the Senate, pro tempore.

WAR DEPARTMENT,
Office of Indian Affairs, March 25, 1847.

SIR: On the 22d of November last, Thomas H. Harvey, esq., Superintendent of Indian Affairs at St. Louis, enclosed to this office the copy of a paper, on that day addressed by him to Messrs. W. G. & C. W. Ewing, of the following tenor and purport, to wit:

"OFFICE Supt. INDIAN AFFAIRS,
St. Louis, November 22, 1847.

GENTLEMEN: The recent payment of the Sac and Fox annuity, in violation of positive instructions, which, it is alleged, was

brought about by the influence of yourself and others, and the suppression or destruction of a packet, supposed to contain the special instructions for Mr. Beach's government in making that payment, by a Mr. Harris, who is understood to be in your employment, warrant me in revoking your license to trade with the Sacs and Foxes in the Sac and Fox agency: your license is accordingly hereby revoked, and you are forbidden to trade with these Indians until this interdiction be removed. This act of mine I shall, of course, immediately report to the proper department, to which, you are aware you have the right to appeal.

Very respectfully, your obedient servant,

THOMAS H. HARVEY,

Supt. Indian Affairs.

Messrs. W. G. & G. W. EWING.

This proceeding of Major Harvey, both in revoking the license, and in reporting his action to this office, was had under authority of the 2d section of the act of June 30, 1834, regulating trade and intercourse with the Indian tribes, which empowers the superintendent of the district to revoke or cancel a license, "whenever the person licensed shall, in his opinion, have transgressed any of the laws or regulations made for the government of trade and intercourse with the Indian tribes, or that it would be improper to permit him to remain in the Indian country," and which makes it the duty of the officer revoking a license "forthwith to report the same to the Commissioner of Indian Affairs, for his approval or disapproval."

And on the 21st January last, there was received, by reference from the War Department, a letter from the honorable J. B. Bowlin, of the House of Representatives, dated the 20th January, 1848, covering one from Messrs. W. G. & G. W. Ewing, dated St. Louis, January 8, asking to be heard upon the decision of Superintendent Harvey, in the matter of said revocation of their license to trade with the Sac and Fox Indians; and, also, asking time to prepare a statement, furnish testimony, &c.

These gentlemen have since submitted such papers and evidence as they have deemed proper, and have been fully heard, by counsel, in support of their application. After a full and careful examination of their papers, and an attentive consideration of the arguments and representations in their behalf, I am satisfied that the superintendent was fully justified in revoking the license, and which said revocation has, therefore, been approved; but, as under the organic laws of this office, the Commissioner of Indian Affairs is subject to the direction and control, and performs all his functions under the supervision of the Secretary of War, I deem it my duty to report my action in the matter, for your information and supervision, together with all the facts and circumstances connected with it.

In the first place, I would respectfully refer you to the act of the 3d of March, 1817, in which it is provided, "that all annuities or other moneys, and all goods stipulated by treaty to be paid or

furnished to any Indian tribe, shall, at the discretion of the President or Secretary of War, instead of being paid over to the chief, or to such persons as they shall designate, be divided, and paid over to the heads of families and other individuals entitled to participate therein; or, with the consent of the tribe, be applied to such purposes as will best promote the happiness and prosperity of the members thereof, under such regulations as shall be prescribed by the Secretary of War, not inconsistent with existing treaty stipulations," &c. A copy of the circular letter of instructions to the superintendents of Indian affairs, based upon the law just quoted, will be found in the appendix to the late annual report of this office, page 25.

These instructions were sent, on the day they bear date, to Superintendent Harvey, to whom, but a short time previous, had been remitted the various amounts to be disbursed, or distributed to the Indians of the several agencies and sub-agencies within his superintendency, including the Sacs and Foxes, then under the charge of Major John Beach, who was, at that time, agent for said tribes.

The only instance of a departure from a faithful application of these instructions, on the part of any of the agents of the department, was, in the case of the payment to the Sacs and Foxes, the first official intimation of which received by the office was through a letter from the clerk of the superintendent at St. Louis, (Major Harvey being absent, upon the duty of attending the payments to some of the more remote tribes,) dated October 4, and enclosing a letter from said agent, Beach, purporting to be written from the "agency for Sacs and Foxes," but bearing the same date of the letter enclosing it, (October 4,) tendering his resignation to the President of the United States! In the letter covering said resignation, the clerk of the superintendent says: "As a justification of the course, he has seen fit to pursue, in paying the annuities to the chiefs, [Major Beach] says, that up to the 25th ultimo, (September,) no instructions had been received by him from the superintendent of Indian affairs, in relation to the mode of paying the annuities. In the absence of Major Harvey, I beg leave to state, that ample instructions, based upon those of the department of 30th August last, were forwarded to him by mail, on the evening of the 8th ultimo, and ought to have reached him by the 15th."

Measures were immediately adopted here and at St. Louis, to ascertain the facts in relation to the alleged non-receipt of the superintendent's instructions by Major Beach; the office learning, in the meantime, by a subsequent letter from the office of the superintendent, that similar instructions were mailed on the evening of the same day, (8th September,) to agent Cummins, and sub-agent Vaughan, and duly received by them, respectively, the former at Fort Leavenworth agency on the 17th, and by the latter at Osage river sub-agency on the 18th September. In the letter communicating this last information, dated 26th October, the writer states:

"It is rumored here that the letter containing the instructions for Captain Beach was either destroyed or suppressed on its way

from Westport to the agency, through the influence of some person or persons whose interest it was to have the payment made to the chiefs: be this as it may, as Major Harvey will be in Westport in a few days, and is already advised of the course pursued by Captain Beach, I have no doubt that he will collect all the information he can, in relation to the suppression of the letter referred to, and on his return here communicate the result to the department."

Pending this investigation, Solomon P. Sublette, esq., was appointed agent of the Sacs and Foxes, vice J. Beach, whose abrupt and peculiar resignation has just been referred to, and Mr. Sublette had entered upon the duties of his appointment. On the 19th November, Major Harvey, in a report supplemental to his annual report of October 29th, furnishes some additional information in regard to the extraordinary proceedings at the Sac and Fox payment of September, which, for the better elucidation of this mysterious and flagitious transaction, I beg you to read at length, at pp. 109, et seq. annual report, 1847-8.

On the 20th November, Major Harvey transmitted a statement, signed "George De Baun, jr.," the individual referred to in his report of the day previous, in which a full account is given, at the request of Major Harvey, of the "circumstances under which he became the bearer of the late mail from Westport to Major John Beach, United States Indian Agent, in September last, and the disposition made by me, (De Baun,) of said mail." This Mr. De Baun, it appears, from his letter, arrived at Kansas on his way to the Sacs and Fox agency on the 10th September; his business at the agency being, as he alleges, to collect a debt due from one of the Sac and Fox trading companies. At Kansas he remained until the fourteenth of September, at which time he learned from Mr. J. B. Sarpy, a trader direct from St. Louis, that the instructions had been mailed at that city on the preceding Thursday, and would probably arrive at Westport on the next day, (the 15th.) From the same source Mr. D. states he learned also the tenor of the anticipated instructions, and the fact that it was the interest of the traders to defeat the application of said instructions, and to bring about a chief payment, &c. The mail of the 15th, however, not bringing the instructions, Mr. D. says, "being anxious to have the payment come off at the earliest day possible, and to accomplish this object and to facilitate my return home, I proposed to E. Price, postmaster at Westport, that if he would give me an order, I would go down to Independence, (at which place the next mail arrived that Wednesday evening, and would remain over until the Saturday following,) and bring up the mail in advance of the time at my own expense, as I was anxious to have the payment made, and get home; whereupon he gave me an order. I went to Independence and back that evening, bringing the letters, mail, and next morning, (September 16th,) left with a mail marked 'John Beach, United States Indian Agent, Sac and Fox agency,' containing, (as I supposed,) the instructions. On Friday morning, September 17th, at an early hour, a few miles beyond 'Rodgers or Ball creek,' I met a Mr. Harris, a young man in the employ of

Messrs. Ewing's, with whom I had a slight acquaintance, riding at a furious rate; his first inquiry was, 'have you the mail?' or instructions. I replied that I had a mail, and I supposed it contained the instructions for Major Beach. He requested me to give it to him; I refused to give it up, saying that it had been entrusted to me by Mr. Price, at Westport, and that I was responsible for its safe delivery. Mr. Harris then stated that the Indians were excited and very clamorous, and that Major Beach was placed in a very unpleasant position, and it was very important that he should have the instructions without delay; and in order to get them there as soon as possible, he had a change of horses, (which was false,) and could get in some hours in advance of me. And as evidence of the truth of his statements, he produced an order from Major Beach or E. Price, postmaster at Westport, for the mail; knowing it to be Major Beach's hand writing, I thereupon delivered the mail to said Harris."

Mr. De Bauw, after stating that upon his arrival at the agency, he had been induced by the traders to believe that they had just cause of complaint against the government, &c., and that he had observed the traders "training the Indians, and urging them on to demand the payment of their annuities," concludes his statement as follows: "I witnessed the paying of the money on Monday, after deducting certain accounts against the Indians, there was paid to each tribe \$36,000, out of which the Sacs paid (nationally) to the 'company' \$10,000, to Kenzie, \$6,000. The Foxes paid, the Ewings \$21,600, and Scotts \$9,000. I was called upon by Major Beach to help him divide the remainder among the Indians, and there was paid to the Sacs \$11 each, and \$3 to the Foxes. Before leaving the agency for home I learned, to my surprise, that the mail I had delivered to Mr. Harris had not been delivered to Major Beach. I returned by the way of the Pottowatomic agency, and there met Mr. Harris, to whom I had delivered the mail, and on interrogating him upon the subject, he stated that he had taken it in and delivered it to a person at the store of the company, who had handed him the order; his name, he said, he did not remember. He requested me not to say anything about it. I replied, that I should most certainly explain the matter to Major Beach, and did so on my arrival at St. Louis, where I met him soon after I arrived."

The correctness of the statements in this letter of Mr. De Bauw, as far, at least, as regarded the large amounts received by the traders at the payment, was attested by the complaints of the Indians themselves to the department, made known through the agent at Fort Leavenworth, and by accounts from other sources, satisfying the department fully that one certain result of the violation of its instructions, whether produced by accident or criminality, had been to bring upon the poor Indians suffering and privation, in the place of comfort and contentment, which a fair distribution of their large annuities would have insured to them.

On the 27th December, a council of the Sacs and Foxes was convened by Agent Sublette, which was attended by three of the

principal chiefs and a number of head men and braves of the tribe, and at which the subject of the late payment was introduced. From the speeches of the chiefs and others, reported by the agent, there is left but little room to doubt that the threats of taking the money by force, which it is represented the Indians made to Mr. Beach, were induced by the misrepresentations of their traders, whose mercenary ends were to be obtained only by accomplishing a violation of the *known* instructions of the department and the law upon the subject.

The action of this office on the revocation of the license of the Messrs. Ewing having been delayed, at their request, to afford them time to prepare and forward their statement, proofs, &c., the matter rested upon the foregoing facts, until the 2d ultimo, when the papers of the Messrs. Ewing, dated St. Louis, January 17th, were received at the War Department and referred by it to this office. (The statement of the Messrs. Ewing, with the accompanying affidavits, &c., is transmitted with this report, marked No. 4.)

The honorable J. B. Bowlin, of Missouri, and the honorable R. W. Thompson, of Indiana, having advised me that they desired to be heard, before the final action of the office upon the question, raised by the revocation aforesaid, on behalf of the Messrs. Ewing, the office only waited the report which Superintendent Harvey had been directed to make of the whole facts of the case, and his report, dated February 18th, having been received on the 4th instant, the honorable gentlemen above named were informed, on the 6th instant, that this office was ready to proceed at once to the consideration and examination of the case. At their request, the examination was postponed to Monday, the 13th instant, when all the papers connected with, or having any bearing upon the questions involved, were carefully read and examined in their presence.

As the statement of Messrs. Ewing is prior in date to the report of Major Harvey, of the 18th ultimo, I shall first briefly notice the principal points made in it, without commenting on its contents in detail, as it was upon the testimony in the case, and not upon assertion and argument, that the questions involved were to be decided. After much and bitter denunciation of Mr. De Baun, the individual whose statement has been quoted in this report, it is roundly and emphatically charged by Messrs. E. that "*De Baun himself wilfully and designedly suppressed the packet*" containing the instructions; that they, the Messrs. E., were not privy to and had no knowledge of any suppression by "a Mr. Harris," or any body else; and that "*no such person as a Mr. Harris is or was at any time in their employment, or authorized to act in any manner for them,*" &c. In relation to the order which Mr. De Baun had alleged was presented to him by the person to whom he delivered the mail from Major Beach, Messrs. E. remark: "De Baun says in his statement to Major Harvey that the man Harris presented to him an order from Major Beach on E. Price, postmaster, for the mail, and that knowing it to be in Major Beach's handwriting he therefore delivered the mail to said Harris. How, then, could it have come to pass, if De Baun had not himself suppressed the instructions, that he did not men-

tion this circumstance to Major Beach at the agency, when the state of affairs between the agent and the Indians was so menacing and precarious? *But Major Beach, in his letter, hereto attached, says nothing about any such order.* On the contrary, he says he never knew any thing about that mail until, on his return from the agency, he first heard of it when settling his postage bill with the postmaster at Westport, some ten days after the payment." As this order occupies a prominent place in this investigation, it will be proper to keep it steadily in view throughout the examination, in behalf of the Messrs. Ewing, as well as of the testimony forwarded by Major Harvey.

With the statement of Messrs. Ewing you will find eight exhibits, A, B, C, D, E, F, G, and H, of the following tenor, &c., viz:

A, copy of the notice of revocation;

B, copy of De Baun's statement of 16th November, 1848;

C, copy of the affidavit of Wm. Phelps. This witness swears that he saw De Baun at the Sac and Fox agency on the morning of the 18th September, three days before the payment; that D. had arrived the evening previous and stopped at the trading house of Messrs. Scott, distant about a half mile from P. Chouteau, Jr., & Co.'s trading post; that D. in reply to questions from affiant in substance stated that he, D., had obtained the mail, containing the instructions at Westport, but that these instructions, so anxiously looked for, had been suppressed or were hindered in their transmission to the agent, &c.; that after this conversation with De Baun the affiant saw him at the agency at an Indian council, held that day; that D. was in the company of the agent and many other gentlemen; that *the affiant heard the agent say that he had not received the instructions*, and this in the presence of De Baun; that said De Baun must have heard all that was said by the agent when he was expressing his surprise and disappointment at not having received his instructions," &c.; "and that the said De Baun never, as deponent thinks, told him, the agent, anything about the mail or any package, notwithstanding he was close to the agent and must have heard all that was said." Affiant also details a conversation two or three days after the payment at the store of the Chouteaus, where affiant was doing business, between himself and De Baun, in the course of which D. again informed affiant "that he, D., had sent the mail out of the way." Deponent "thinks it was not *after* but *before* he got on to the Sac and Fox country that the said De Baun first resolved on *suppressing* the mail, but that it was his design, and intention to do so when he talked to this deponent at Westport, four days previous." This witness is described by the Messrs. E. as a man "of integrity and honor and unquestionable veracity," &c.; *although it nowhere appears in his sworn statement that, shocked as he himself was at the atrocity of another who openly avowed his guilt in suppressing an important mail, or being amazed at the effrontery of one who would stand by and hear Mr. Beach express his surprise and disappointment at his failure to receive the instructions, when he himself, the witness, had heard of its suppression or embezzlement but one hour before from*

the lips of this one, then in the company of the agent and himself; it nowhere appears, I repeat, that he at once indignantly denounced the embezzler as a guilty man, &c.; but, on the contrary, his affidavit plainly intimates that this witness "of honor and integrity" aided the avowed wrong doer, as he would now represent him, in concealing his nefarious conduct by a *silence* as to this guilty transaction, quite as profound as that he charges upon De Baun. But I may have occasion to notice this affiant again.

D. Affidavit of Isaac G. Baker. This witness (who is also one of the employees of J. Chouteau, jr. & Co.) states that he saw De Baun at the Sac and Fox agency, two or three days before the annuity payment of 1847; that he saw him frequently at the payment of the 20th of September, and that De Baun must have heard the agent publicly state that day that he had not received the instructions, and did not, to the knowledge of the witness, ever whilst there, either before or after the payment, inform the agent that he (De B.) knew anything about his mail or instructions whatever; that he saw De Baun again, three or four days after the payment, and that he then informed deponent, in a very boisterous manner, that "he (De B.) had been *prime mover* of the then late payment; that he had it in his power to have quashed it at any time, &c." This deposition is dated December 29, 1847, more than three months after the annuity payment, &c., referred to.

E. Copy of the affidavit of John B. Sarpy. Mr. Sarpy saw De Baun on his way to the agency at Kansas, and details a conversation had with him on the morning of September 15, five days before the payment, in which Mr. D. manifested a thorough knowledge of the effect of "chief" and "individual" payments; and in said conversation he informed Mr. Sarpy (who is a partner in the house of P. Chouteau, jr. & Co., in whose employ was also the witness Phelps) "that he (De B.) would stay there or go to Independence and get the mail, and get Mr. Price to allow him to carry it out, and then he would *manage* it; he said it was the only *chance* to go for a 'chief payment,' and from the familiar manner he spoke of this thing, deponent could not but suppose that the Messrs. Scott & Kenzie had informed him, when at St. Louis, of the nature of their business with the Sac and Fox Indians, for he seemed to understand it perfectly, and to know not only their contract arrangements with Messrs. Chouteau & Co., and Messrs. Ewing, (for the present year's supplies, 1847,) but also, that Messrs. Scott & Kenzie had large national debts against these Indians, which they *could not collect* if the mode of making the payments should be changed from national to individual. Hence, he stated his determination to aid them all he could to have a 'national payment.'" (The witness himself *italicises* the four words in the above quotation.) Affiant further states that he saw De Baun with the agent at the agency, on Saturday the 18th; that he saw him again on Monday at the council, at the moment when the agent announced that he had not received the instructions; that "De Baun must have heard distinctly all that the agent said about the mail, and the non-arrival of any instructions; yet the said De Baun did not then, or at any

other time, as this deponent thinks and believes, say a word to the agent about the mail or any package which he had brought or started with, from Westport, or that he had met any person with an order from him for his mail, and gave it, or any part of it, up to said express."

It will be remembered that the witness Phelps was doing business under Mr. Sarpy, at the house of the Chouteaus, and it is but reasonable to infer that such were the intimacy and business relations existing between these two witnesses that Phelps would hardly have omitted to communicate immediately to his principal, Mr. Sarpy, so important a piece of information as he swears he had obtained on the morning of the 18th from Mr. De Baun, (especially when all engaged in trade there were so deeply interested in the mode of payment,) touching the suppression of the mail. But, even if Mr. Phelps had made a *secret* of what, according to his account, Mr. De Baun took no especial means to conceal from the traders, is it to be supposed that Mr. Sarpy, after the remarkable conversation he had with De Baun, on the 15th at Kansas, was at any loss to understand how the suppression of these important instructions had been "*managed*," and, as this witness also heard *distinctly* all that the agent on Saturday the 18th, and Monday the 20th, said about the non-arrival of the instructions; why slumbered then his honest indignation at the high crime which had been committed? Why did he not denounce the consummate villain, who had perpetrated this high offence against the laws, when the proof to sustain his accusation against De Baun was within the witness's own knowledge?

In a letter received from this witness, dated January 16, which accompanied the original of the affidavit I have thus briefly noticed, I find the following commentary upon the statement, &c., of De Baun, which, in *justice* to Mr. Sarpy, I deem worthy of insertion here:

"Now, here we have a man who pretends in honesty to have entrusted an important package to another person, who was to carry it more rapidly to its destination than he could; and when, a day after, he himself arrives at the place, he inquires of the person to whom it was addressed if he had received it, and was told he had not, he does not give a word of information about his possession of it and what he had done with it. I say that *such a man is not to be trusted in any statement he can make*. If he pretends to feel *indignant* at the perpetration of an outrage such as he charges upon others in this case, I ask *where were his feelings of just indignation* when he discovered that, by the practice of others, he had been involved in the suspicion of having suppressed a mail entrusted to his care?"

Is a word of application necessary here to bring others, besides this Mr. De Baun, to the test indicated in this truthful commentary? Where, may it not be asked, was the just indignation of these honorable witnesses, Phelps and Sarpy, upon hearing the agent announce "*distinctly*" that he had *not* received the instructions, in the immediate presence of *the very man* whom the latter

knew had "*managed*" the interception of these instructions, and who had, to the other witness, Phelps, *that very morning* confessed that he had suppressed them! The witness, Sarpy, furnishes a motive for this bold deed which *might* have operated upon De Baun: that it was *his only chance* to secure certain moneys for his own use; for he states that De Baun had told him, five days before, that on that account he would remain behind at Kansas, and *manage* it so that the payment should take place in a different mode from that required by these instructions. But with what motive, or upon what honorable grounds, do these witnesses justify *their* concealment of the criminal intent clearly expressed, as well as of the actual fact, of the fraudulent suppression of this "important package?"

F. Letter from T. Polk, esq., attorney for the Messrs. Ewing, to T. H. Harvey, esq., asking whether the statement of De Baun "contains the grounds upon which you (Mr. H.) proceeded to revoke the license of the Messrs. Ewing?"

G. Statement of said T. Polk, esq., in which he alleges that in a street conversation with Superintendent Harvey, the former had understood the latter to state that De Baun's statement "contained all the grounds on which he had acted," &c. And

H. Extract from a letter of Major John Beach, late agent, &c., to G. W. Ewing, dated December 24. Mr. B. states that he had learned there had been served a writ of injunction upon the Ewings against further mercantile pursuits among the Sacs and Foxes; "the cause given, that a man employed by you, named Harris, purloined or destroyed letters, supposed to be official instructions, to me addressed, concerning the recent annuity payments. I had never before heard of such a man being in your employ, nor any ground to suppose you, in any way, concerned in any such transaction." Mr. B. further states that he first discovered the loss of a mail at Westport, when settling his postage bill; that De Baun, of St. Louis, passing through Westport the next day after the discovery, learned that he was betrayed; and that overtaking him (Mr. B.) in St. Louis, De Baun endeavored to explain and palliate his conduct, &c. It is a little remarkable that throughout this letter, although Mr. Beach unhesitatingly states that he "is satisfied that he (De Baun) is the guilty man," he makes not the most distant allusion to the "*order*," which De Baun alleges he had in his possession, in the hand-writing of Mr. Beach, and which he (De Baun) had received upon the delivery of the mail to the person who met him with said order between Westport and the agency. But I shall take occasion to remark upon this point again.

The next paper in the order of examination is the report of Major Harvey, of the 18th ultimo, with its accompanying affidavits, statements, &c.

It is unnecessary to remark upon the difficulty of procuring testimony in a case like the present; all know how many impediments must be encountered in the elucidation of a transaction of such a nature; the influences which have to be encountered in an attempt to unravel transactions managed by combination and conspiracy, although none can be at a loss to see how, by such means, a scheme

of foulest wrong might be accomplished, and the parties committing and *managing* it be able almost to bid defiance to those who might attempt to "unkennel the fraud." In this case, however, fortunately for the ends of justice, we have something more tangible than mere speculation as to how this guilty affair was conducted; for, putting together the various statements of witnesses who appear on behalf of the Messrs. Ewing and those made by disinterested witnesses, much of the mystery and contrivance in this disgraceful affair is made plain and apparent. (Here please read report of Major Harvey, of February 18, and its accompanying papers, A, B, C, D, E, and F, appended hereto, marked No. 6.)

The statements of Goodel, Kenzie, McGee, Scott, and Sub-agent Vaughan speak for themselves, and are pregnant with important circumstances. Mr. Beach, on the 24th December, the date of his letter to G. W. Ewing, can remember nothing of so small a matter as an order for what he regarded as a most important mail; but, on the 11th of the next month, when he wrote to Major Harvey, then, for the first time, recollects that, about the 16th September, "learning that a man was going [on to Westport] and to return," he "gave him an order for the mail." This order, we have seen, is in Mr. De Baun's possession; and although Mr. B. states that he was in a hurry when he wrote and sent the order, and that he does not know the man by whom said order went; that he must often have heard the name of the man to whom he gave it, but is *confident* it was not Harris; that De Baun told him at St. Louis, shortly after the payment, that he then had said order; yet Mr. B. does not explain how, so lately as the 24th December, he had forgotten all about the writing or sending of the order, or even the fact that Mr. De Baun had told him, long before, that he had that identical order in his possession!

The extraordinary fact of Mr. Beach's abrupt resignation of his agency, however, is fully equalled in singularity by this and other attending circumstances, (about one other of which, the collection of the Ewing note, &c., we shall remark upon before the close of this report.) But in the matter of this order, Major Beach represents himself as an officer of extremely *careless* habits. Here we find him, after waiting, through "anxious nights" and days, the arrival of an important document, which was to direct and control his action in a duty of the gravest and weightiest responsibility, writing "an order in a hurry" for this very important paper; sending said order "in a hurry" by a man he *did not know*, and even whose name he does not remember! Nor is this the worst phase of his *carelessness*; for, from his letter to Messrs. Ewing, of the 24th December, it will be seen that at the date of that letter he had completely forgotten all and every thing about said order! Major Beach had long been in public life, had entitled himself to an enviable standing for the exactness and systematic correctness of his accounts; and for general official promptitude, and we should hardly have thought it possible that such a man should at any time have been so singularly negligent and loose in reference to so important a matter. But we have not yet seen the extent of this particular

piece of official laxity. In neither of his three or four statements, now in the office, touching this very matter of the suppressed mail, does Major Beach ever intimate that he made the slightest inquiry about the bearer of this order; he leaves us in the dark even as to the house at which he found this messenger, and as to the fact whether he handed said order to Mr. Ewing or some other trader who had spoken to him of a man going on and to return from Westport, or delivered it in person to this faithless bearer. True, Major B. remarks that, hearing that McGee, of Westport, would start out on the 18th, and bring the mail of that day, he felt pretty sure that such would be the case; and that when he wrote the order and sent it by a man going on to Westport and to return, he did it with the idea that it would be a mere chance if he got the mail. But Major B. says *not one word* in any of his statements upon another point in this connexion, about which some interest on his part, it might be supposed, would naturally have arisen. Upon the arrival of Mr. McGee, on the 19th, with a mail, "all right as per bill," but *without the instructions*, it seems never to have occurred to Major B. that his order bearer might have obtained an intervening mail; and it would appear that he did not even ask a question of any one touching the promised return of the man, nor yet, for his own satisfaction, as to the matter of the man's name! Indeed, Major Beach never enlightens us as to the fact whether or not he inquired if this messenger had returned on the Monday following, when he was about to proceed to a payment of the Indian funds in violation of what every individual at the agency, white and red, must have known to be the substance of these suppressed instructions. The traders, of course, knew all about them; for Major Harvey states that he made no concealment of their tenor, and Sarpy had left St. Louis after they had been mailed for Beach. Aye, and would the Messrs. Ewing deal but candidly with the subject, there would be no difficulty in the way of making it plainly appear that, had the traders *not* known the nature of these instructions, the mail containing them would have found its unimpeded way to the agent without his ever having been called upon to write an order for it "in a hurry," or the risk of their loss or miscarriage by reason of his sending said order "in a hurry" by a man *he did not know*, whose name he may have heard, but did not remember, on the 11th January, 1848, and about whom, or of whose return, *at any time*, to the agency Major B. seems never to have given himself the trouble of asking a question of *others* who *might* know; and whose memory may have been better than his own!

If this Mr. De Baun considered himself for one moment the "prime mover" in this disgraceful transaction, as he is represented to have done by the witness Baker, no one who reads the testimony can fail to see that he was greatly mistaken; the very same result would have been just as successfully accomplished through the instrumentality of this potent order, about which the memory of the late agent was so extremely loose. However tainted with fraud Mr. De Baun may appear, there are several important statements in his letter, in regard to which he is fully sustained and

corroborated. The abrupt and sudden resignation of Major Beach, immediately after this illegal payment, goes to establish what De Baun states was told him by Beach, on the Saturday before the council; the large amount he states as having been paid to the Messrs. Ewing, is the same stated by other witnesses; and the fact he asserts, that the traders were busily engaged on Sunday, the 19th, in urging the Indians to demand the payment of their annuities, is fully corroborated by the statement of the interpreter, Goodel. And in regard to the facts more important than all others in this branch of the investigation, that Mr. De Baun did deliver the mail to the person bearing the order of Major Beach, there can hardly remain a doubt, after reading the affidavit of A. B. H. McGee, esq., who positively swears, that Mr. De Baun left Westport on Friday, the 17th, with a packet which he told affiant he supposed contained the instructions; and on his (affiant's) arrival at the agency the next day, (Saturday,) "*Mr. De Baun informed me that he had delivered the packet to a young man on the road, who had an order from Beach for his letters on the postmaster at Westport.*" Taking the statement of Dr. Spalding, as detailed by Major Harvey, there is no difficulty in accounting for the silence of De Baun in his conversations with Beach, touching the delivery of the packet. On his arrival at the agency, his friends, who, with all the rest in the trade, it would appear, were in this trade secret about managing to defeat the purposes of the department, informed him that a *chief payment* would be to their, and, per consequence, to *his own* advantage, and he was requested to say nothing about this mail to Beach; and thus, while he used no concealment in the matter to those he might well suppose were "*in the secret,*" his marvellous silence upon the subject was but a part of the notable management. Nor is there any wonder that witnesses, who were *particeps criminis* in the foul deed of suppressing the instructions, in perhaps unequal degrees of interest, should seek to hide their own fault by strenuously urging and harping upon their yoke-fellows' silence about the matter to the agents, forgetting, in their zeal to clear their own skirts by making another the scape-goat, that *their own* silence was not less remarkable or marvellous than De Baun's!

The influence acquired by those engaged extensively in the Indian trade (as have been the Messrs. Ewing, upon their own showing, for now a full quarter of a century) over the minds of the red men, as well as over all others who inhabit the Indian country, and which influence has been so often exerted and felt, for good sometimes, but oftener with injurious results, has been the subject of universal observation; but a more palpable illustration of its potency could hardly be found, than is afforded in the circumstances attending this memorable Sac and Fox payment. At the approach of winter—always a severe season with those unacquainted with the arts of civilized life—at a time when the Indians, as all knew, were badly prepared for encountering its general privations, by reason of their recent removal to and settlement in a new and unbroken country; when more than ever they must have stood in

need of the bounty of the government; the game notoriously scarce and rapidly disappearing, we have seen that the influence of their traders could overcome even the humane consideration of their special guardian and friend, the agent appointed to take charge of them, and he made to appear before them as the *zealous and active attorney* of their creditors, importunately and passionately demanding, with a Shylock perseverance, the payment of the last cent of their bonds. McGee, Goodel and Scott, all agree in relation to the peculiar circumstances touching the \$12,000 note; the demand of the agent, on behalf of the Messrs. Ewing; the objections and refusal of Poneshick, and his denial of the fairness of the note; the confusion in the council; the excited and angry resistance of Mr. Beach, and his final success in securing the payment for the Messrs. Ewing; all this, it must be borne in mind, the agent, under this mighty influence, felt constrained to do, after having, without doubt, seen and read the law of Congress, passed more than six months previously, which emphatically provides, that "*all executory contracts, made and entered into by any Indians, for the payment of money or goods, shall be deemed null and void and of no binding effect whatever,*" and yet this faithful agent, in violation of this plain provision of law, rudely exacted from his ignorant wards the full payment of a large sum of money upon an "*executory contract,*" of extremely doubtful fairness of origin at best. And the effect of this extraordinary course upon his part, while it swelled the hoard of the Messrs. Ewing, was to impoverish and render destitute the women and children of the poor Indians. An equal distribution of the annuities of the Sacs and Foxes would have given to each member of the united tribe nearly \$35. Instead of this ample provision for an approaching season of scarcity and need, the Foxes, out of the sum of \$36,000, the half of the total payment, after making certain authorized deductions, received but the pittance of \$3, while nearly two-thirds of the amount, in gross, fell directly in the hands of the Messrs. Ewing; and if to this be added the sum they received from the Messrs. Scott, (see testimony,) it will make up their receipts to fully *two-thirds* of the whole sum remitted for the Foxes.

The Hon. Mr. Bowlin, of Missouri, (after the report of Major Harvey, of the 18th ultimo, and its accompanying papers had been read to him, and the Hon. R. W. Thompson, of Indiana, who appeared as attorney on behalf of the Messrs. Ewing,) filed a communication from Mr. G. W. Ewing, dated St. Louis, February 14, enclosing a letter addressed to Superintendent Harvey from W. D. Harris, dated Westport, 7th January, 1848, and another over the same signature to G. W. Ewing, of the same date, with a copy of a letter of the said Ewing to W. D. Harris, dated St. Louis, December 31, to which last it was alleged the letter of Harris to Ewing, of 7th January, was the original answer, and which Mr. E. asked should be filed with the other papers forwarded by him in this case. This "W. D. Harris" writes, that he has seen the statement of Mr. De Baun—is surprised and astonished at the reference made by Mr. D. to "a Mr. Harris, a young man in the employ of

Messrs. Ewing," &c., and that as he has "been travelling in company with and ASSISTING Mr. G. W. Ewing, more or less, since about the 21st of September last, and as my [his] name is Harris, I beg leave most respectfully to state, that all that is said in said statement of George De Baun, junior, before referred to, (if I am the Harris meant by him,) is wholly unfounded and untrue." Among other matters W. D. Harris states, that early in the morning, "about daylight," on the day after the Sac and Fox payment, he left the Sac and Fox trading house of the Ewings for the Miami post, by the way of Colonel Vaughan's sub-agency, in company with G. W. Ewing—that he had reached Ewing's trading house the evening of the 20th, and that he never saw Major Beach, and would not know him if he were to meet him, &c., &c.

Messrs. Ewing's statement is dated the 17th January, 1848; their earnest and positive asseveration in that document that no such person as "a Mr. Harris" was in their employ, or in any manner authorized to act for them, referred to in a former portion of this report, *conflicts somewhat* with the statement of "W. D. Harris," quoted above, that he had been "assisting" Mr. George W. Ewing since about the 21st September last! and it was at least *uncandid* in Mr. G. W. Ewing not to state that he had been the travelling companion, and, at the date of said statement, was in current correspondence with such "a Mr. Harris" as the writer of the Westport letter! It is hardly necessary to say, that but little reliance can be placed upon the mere uncorroborated statements of this "W. D. Harris." If he should turn out to be the individual by whom the order of Beach was borne, then he appears on the witness stand with "unclean hands" and altogether unworthy of credence; whatever he might say in relation to the transaction would be of a worse than questionable character. On the other hand, if he be some *other* Mr. Harris, then all that he has said, or might say, would be irrelevant. Yet, taking it for true that "W. D. Harris" left the Sac and Fox agency on the morning he designated—that he was not at the payment there—that he did not see the agent, &c.—and comparing these points with the statements in the letter of Mr. R. A. Kenzie to Agent Cummins, that he (K.) was informed by Mr. Sarpy, of St. Louis, after the payment, "that the man Ewing sent for the mail was a fool; he had returned the next evening, after getting the mail, contrary to instructions, and that Ewing had kept him locked up in one of his houses, to prevent his being seen"—it might not be stretching the probabilities of the case very far to suppose, that so much of "W. D. Harris's" statement as refers to his early start on the morning of the 21st September, in company with G. W. Ewing, was *true*; and thus, to some extent, corroborate the particulars detailed by Mr. Sarpy to Mr. Kenzie! Mr. Kenzie, the gentleman who communicates this conversation with the trader, Mr. Sarpy, was for some time United States sutler at Fort Des Moines, and is well and favorably known to many of the officers of the army, and to others who had business at that post; and the important but singular development made in his letter is entitled to due consideration, even though it be *heresay* evidence

merely, and would be inadmissible upon a trial by indictment for the offence it alludes to.

This statement of W. D. Harris, though addressed to the superintendent at St. Louis, was forwarded by Mr. Ewing to this office, directly, instead of to that of Major Harvey, for the *alleged* reason that Major H. was absent. I have thus been deprived of the benefit of any remark or comment upon it by the superintendent, or his intelligent clerk, Mr. Harvey, who attends to the official correspondence in the superintendent's absence; whilst the lateness of its production prevented me from testing the correctness of its assertions, by comparing them with certain other facts bearing upon the points to which they relate. I am indebted, however, to merest accident for a fact or two concerning this witness, which may help materially in estimating the *value* of his testimony. H. M. Rice, esq., a gentleman extensively acquainted for years past with the traders of the St. Louis superintendency and their employees, himself connected with the trade, being now in Washington, it occurred to me that *he* might know something about "a Mr. Harris," notwithstanding the solemn and positive avowal of the Messrs. Ewing that no man of that name was or had been in any way employed or used by them; and, accordingly, a note of inquiry was addressed to Mr. Rice on the subject, to which he promptly returned the following answer:

WASHINGTON CITY,
March 20, 1848.

SIR: In answer to your letter of this day, asking "if a man by the name of *Harris* has been in the employ of Messrs. W. G. & G. W. Ewing, or in any way or manner known to be in connexion with or in the service of said company as a clerk, hand, laborer, or otherwise in any manner doing business or acting for and under the authority of said firm?" I beg leave to say, that last summer a man by the name of *Harris* visited St. Peters, as agent for the Messrs. Ewing, and that while there the said *Harris* took possession of the goods and effects belonging to the said Ewings, and removed them to a point opposite *Prarie du Chien*, and there turned them over to another agent of said Ewings. I have understood that the said *Harris* has, for a long time, been in the employ of the said Ewings, as agent in purchasing furs, &c. In regard to the standing of said *Harris*, I know nothing of my own knowledge; but I should suppose that his connexion with the late payment at the *Sac and Fox* agency would give him no enviable reputation amongst honest men.

Very respectfully, &c., &c.

HENRY M. RICE.

Hon. W. MEDILL,
Commissioner, &c.

Here, then, we learn, at this late hour, from a source of unquestionable respectability, that this man *Harris's* connexion with the violation of the *Sac and Fox* agency mail is notorious; and also, that his connexion with the house of the *Messrs. Ewing*, "for

a long time," is equally well known; and we must leave it to their own ingenuity to explain or justify the singular *obliquity* of their solemn averment, that "a Mr. Harris" had *never* been in their employ or at *any* time authorized to act for them! As he had successfully kept out of sight at the agency, the Messrs. Ewing may have flattered themselves that he would remain unseen throughout this investigation; or, it may be, that finding him at length "cornered" by Major Harvey, it was thought best that Harris should make a statement, without their *remembering* the solemn and positive averment, that they had nothing to do whatever, at any time, with *any* such man!

During the reading of the papers in this case, the Hon. Mr. Thompson also delivered a letter from Mr. G. W. Ewing to the Commissioner of Indian Affairs, dated the 15th ult., enclosing a note from Jno. Beach to said Ewing, dated the 22d of January, certifying to *all* the facts, circumstances, &c., set forth by him in his letter of the 24th December last; certifying also, that to the best of his "knowledge, belief and opinion," that De Baun was "guilty of having wilfully, purposely and with improper intent, suppressed a mail with a design to prevent its coming into my (B.'s) hands, in which mail, I have reason to believe, were official instructions," &c. That he "never knew anything to justify the least suspicion that you (Mr. E.) directly or indirectly, by yourself or any in your employ, were concerned in the transaction," and that he "would avow and utter under oath" all the opinions and statements in his said letter of 24th December. It is *very* singular that even in *this* letter of the 22nd January, Mr. Beach makes no allusion whatever to the *order for the mail*; although, on the 11th of the same month, in his letter to Superintendent Harvey, he admits that he wrote such order and that he sent it by some one whose name he did not remember; nor does he at all allude to the *important fact*, that De Baun told him at St. Louis, shortly after the payment, that that identical order was in his (De Baun's) possession; he having received it from the individual to whom he delivered the mail, for which it called; and yet, Mr. Beach *again* and deliberately gives it as his confirmed opinion, that D. himself suppressed the mail! This omission of Mr. Beach to make any reference to the *order*, while he is so positive in his belief as to the guilt of De Baun, must be attributed either to an habitually bad memory, (for on the 24th December he seems to have wholly lost sight of the order, though he did remember something about it on the intervening 11th January, forgetting it again entirely on the 22d of the same month,) or to a *zeal* in defence of his friends, which makes him careless of all facts or probabilities which might lead to the exoneration of other suspected persons, and cannot fail to fix upon himself, even in the judgment of the most charitable, a degree of most inexcusable inconsistency. It may be, too, that this remarkable omission of their zealous *friend*, the late agent, to advise the Messrs. Ewing that De Baun could, to some extent at least, protect himself from the charge of suppressing the instructions, by the production of a *genuine order* for the mail—a very laconic, but

most important paper witness in the case—may have somewhat misled them as to *their* strongest points for defence; and they may have trusted too much for their own security to the absence or non-existence of *this witness* for De Baun; but it has so *turned out* that this little document, while it does not wholly exculpate the individual they had *kindly* elected to convict as the solitary offender in the affair, has contributed no little to heighten the probabilities which connect themselves with divers other persons in this highly culpable though cunningly devised contrivance.

Does Mr. Beach, in his letter to Superintendent Harvey, of the 11th January, deign to offer a suggestion as to *how* the order—which in that letter he admits that he wrote for this mail, upon the 16th or 17th September, and which he states was sent by some person, whose name he forgets, but who was going to Westport, *could* have fallen into the hands of De Baun, who must have been, at that time, either *at* Westport, or on his journey *from* that place toward the agency, consistent with the charge, he makes and reiterates that De Baun himself suppressed the mail? Because De Baun started with the package, is there no *possible* way, in the judgment of Major Beach—in view, too, of the pregnant fact, that he himself had furnished an order to *another* individual for this identical mail—by which said mail might have been suppressed by some one *other* than De Baun? Judged by the general course of every day transactions between man and man, does not the possession of this order by De Baun, to whom it is not pretended it was originally delivered by Beach, afford *more* than a mere circumstantial corroboration of his statement, that it was delivered to him on the road, by the person to whom it had been entrusted at the agency, (whoever he may be,) in *exchange* for the mail for which said order called? Certainly the *possession* of an order for a specific article, by one who had been a bailee or mandatory of that article for the owner, could successfully be pleaded in discharge, in an action by the bailor for the article named in the order; and in the general dealings of business-life the possession of an order, calling for property or money, is tantamount to a formal receipt in the hands of the bailee or payor, for the property or money designated in the order.

I have already alluded to the almost insurmountable difficulties in the way of obtaining satisfactory and reliable information upon any subject in an Indian country. Without the means to compel the attendance of witnesses, or to require them to testify even when present—to say nothing of the indisposition and unwillingness of men to incur the malice of those against whom the truths they might utter would operate—it is impossible to proceed regularly or systematically, in a country beyond the limits of any organized State or territory, with an inquiry into any fraudulent transaction. All the white persons in the country are more or less under the influence and within the power of the traders; and if these are interested in any way in the matter to be investigated, but few men are bold enough, whatever may be their knowledge of

the matter in hand, to risk bringing down upon themselves the hatred or prejudices of this powerful and influential class, by volunteering testimony against them. For these reasons I had hardly hoped to be able to clear up this nefarious proceeding at the Sac and Fox agency. It seemed almost, impracticable to procure proof, calculated to expose a transaction apparently as complicated as it was fraudulent and disgraceful. But in view of all the circumstances connected with it, and now brought to light, can a doubt linger upon any impartial mind that the suppression of the mail, containing the instructions forwarded by Major Harvey from St. Louis, on the 8th of September, 1847, and addressed to Agent Beach, was the joint act and deed of sundry persons to be immediately and pecuniarily benefitted by said suppression, and who had combined and conspired together for the perpetration of this high-handed outrage, or that G. W. Ewing, of the firm of W. G. & G. W. Ewing, was one of the principal and most active participants in getting up, arranging, and carrying into effect the objects of the conspiracy as indicated in the conversation between J. B. Sarpy and Mr. Kenzie, detailed in the letter of the latter individual to Agent Cummins—the firm of the Messrs. Ewing being, it will be borne in mind, almost as largely interested pecuniarily in effecting a change in the mode of payment from the manner prescribed and required by the instructions, as all the other trading establishments at the Sac and Fox agency united. Major Harvey states in his report of the 18th ultimo—and this statement is no where denied or discredited—that *Mr. G. W. Ewing went up the river last fall in company with Mr. Beach*, when the latter was carrying the annuity moneys to the Sac and Fox agency; and Major H. also states *another fact*, well worth consideration in determining upon the justice of his action in the premises, *that the Mr. Harris, whom De Baun speaks of in his statement, went up the river at the same time, and in the very same steamboat with Mr. Ewing and Mr. Beach!* And in view of the great variety of circumstances naturally connecting Mr. Ewing with all that was done at the agency by the traders, as well in relation to the misrepresentations made to the Indians with reference to the purposes of the department, and inciting them against the government, and persuading them to resist the laws and instructions, (the nature of which last, it now appears, even the Indians themselves perfectly understood!) can it for a moment be believed that Mr. G. W. Ewing was wholly inculpable in this notable affair, and that the house of which he was an active partner, either by Mr. E. himself or some one of their numerous employées, (one of whom appears to be the brother-in-law of Agent Beach,) had no part or lot in this disgraceful conspiracy? If so, it must be *supposed*, in the face of every circumstance which has appeared, and against all natural presumption, that men to whom a "chief payment," or a per capita distribution of moneys were matters of no concern and of perfect individual indifference, took upon themselves the pains necessary to accomplish a deed of rankest fraud—to say nothing of the risk and turpitude of its commission—for the

especial benefit and advantage of the Messrs. Ewing and their fellow traders! Were the Messrs. Ewing wholly guiltless of any connivance at or participancy in this vile scheme of injustice, what would have been easier for them to have done than to make their innocence manifest beyond cavil or doubt? Is it to be believed that, with all the facilities afforded by their extensive acquaintance and influence, they might not have discovered, if they desired to do so, the messenger who bore the order of Major Beach? Yet, without even attempting this rational course for their exoneration, we see them contenting themselves with an attempt to fasten the offence upon De Baun as his single, unaided act? And was the disingenuous but positive averment in their statement of the 17th of January, concerning a "Mr. Harris," made at a time when *they* have since shown that they were in current correspondence with a man of that name, who represents himself as the *assistant and companion* of Mr. G. W. Ewing—and *who*, it now appears, from the letter of H. M. Rice, esq., *has been "for a long time" in the service of Messrs. Ewing*—consistent with *their* entire faultlessness in this matter of the suppression of the mail?

If the degree of individual participancy in this flagitious and most reprehensible deed, by those who combined and conspired together for its perpetration, may be fairly estimated from the extent of their several interests in the large sum of money thus tortuously diverted into their own pockets, from its legitimate application to the relief of the crying necessities of their poor and ignorant victims, then are the Messrs. Ewing, who received the lion's share of the spoils, more deeply implicated than their co-actors in this unholy and wicked conspiracy.

And if there were still wanting other circumstances than those I have already remarked upon, in connexion with a transaction which, from its complexity of character and extraordinary nature, has compelled me to extend this report to what, in ordinary cases, would be an unwarrantable length—if there were, needed, I repeat, other or stronger proofs to sustain the opinions and action of the superintendent at St. Louis, who has visited the agency in person, and conversed with the chiefs and other individuals of the tribe on the subject, in the case presented to this office for its approval or disapproval; and to show that these persons, in the language of the law, are "unfit to be in the Indian country," these may surely be found in the incidents of the thrice repeated attempt to persuade Sub-agent Vaughan to violate the law of Congress and his express instructions, and to lend his official sanction to a scheme, planned by the same parties, having a nearly similar purpose in view, occurring about the same time, and intended to bring about a like misapplication of the Pottowatomic moneys, regardless of good faith and honesty with the Indians, and to their manifest wrong and injury, as had been effected with the funds of the Sacs and Foxes; and about all the facts of which shameless attempt, and the names of *two* of the parties concerned, fortunately there can be neither doubt, difficulty, nor denial. (See Colonel A. J. Vaughan's letter to Ma-

for Harvey, of 27th January last; exhibit E, following Harvey's report of 18th February, herewith; file No. 6.)

Very respectfully, your obedient servant,

W. MEDILL.

Hon. W. L. MARCY,
Secretary of War.

P. S.—I beg leave, also, in connexion with the matter of the recent Sac and Fox payment, to refer you to three printed articles, herewith, (file A,) two of which appeared in the "Daily Union," of this city; and in all of which the facts and figures agree with official data on the files of the department. These may serve to furnish light as to the means and influences operating, on the occasion referred to, to effect a violation of the laws governing annuity payments, and the express instructions of the department.

Papers accompanying the report of the Commission of Indian Affairs of 25th March, 1848, to the Hon. Secretary of War, upon the decision of the superintendent of Indian affairs at St. Louis, revoking the license of Messrs. W. G. & G. W. Ewing to trade with the Sac and Fox Indians, viz:

File A.—Referred to in postscript of report.

File No. 1.—Report of T. H. Harvey of November 19, 1847; letter of same, November 22, '47, enclosing copy of letter addressed by him to Messrs. Ewing, revoking their license.

File No. 2.—Letter of T. H. Harvey, November 20, 1847, enclosing statement of George De Baun, jr., in relation to embezzlement of mail, &c.; and suggestions from Major Harvey in regard to licenses granted by Major Beach, &c.

File No. 3.—Letter of Hon. J. B. Bowlin, enclosing appeal of W. G. & G. W. Ewing from decision of superintendent at St. Louis, by which their license as traders is revoked.

File No. 4.—Letters of W. G. & G. W. Ewing, January 14 and 17, 1848; the first explaining delay in sending on their defence, as promised; and the other, appealing from decision revoking their license, &c., with sundry enclosures.

File No. 5.—Letter of P. Choteau, jr., New York, January 27, enclosing papers in relation to the recent payment to Sacs and Foxes.

File No. 6.—Report of Th. H. Harvey, February 18, 1848; in relation to the late Sac and Fox annuity payment, with enclosures, marked A, B, C, D, E, and F.

File No. 7.—Letter of G. W. Ewing, February 14, 1848, enclosing statement of W. D. Harris, January 7, 1848, in relation to the suppression of Beach's mail, &c., &c.

File No. 8.—Letter of same, February 5, 1848, enclosing note from John Beach, affirming statement, heretofore sent, about Sac and Fox payment, &c.

File No. 9.—Letter of Th. H. Harvey, per clerk, January 18, 1848, enclosing Agent Sublette's report of proceedings of Sac and Fox Indian council of 27th December, 1847, &c.

File No. 10.—Letters of Th. H. Harvey, of October 4, 23, and 26, and November 30, 1847, all relating to the Sac and Fox payment of 1847, &c.; also, letter of Hon. R. W. Thompson, February 3, 1848, in relation to the decision of Superintendent Harvey, versus Messrs. Ewing; letter of G. W. Ewing, March 17, 1848, enclosing his affidavit, and other papers, concerning genuineness of the statement of W. D. Harris; also, copy of regulations of November 9, 1847, and of circular letter of November 17, 1847.

File No. 11.—Letter of T. H. Harvey, February 23, 1848, in relation to statement of J. Goodel and R. H. Kenzie, accompanying his report of February 18, 1847; also, (received since date of report,) letter of same, March 25, 1848, enclosing letters from J. M. Krum, George C. Barney, John Sigerson, J. H. Wilson, and D. T. Wheeler, esqrs., in defence of the character of George De Baun, jr.; also, letter of Hon. Robert Smith, House of Representatives, in relation to said De Baun, and as to the character of Messrs. Krum, Sigerson, and Wheeler; and copies of Sublette's letters, as to character of J. B. Scott and R. A. Kenzie.

FILE A.

INDIAN TRADE.

THE LATE SAC AND FOX PAYMENT.

No. 1.

[From the "Daily Union" of October 20, 1847.]

"We regret to learn that considerable excitement exists among the Sac and Fox Indians, because of the treatment which they have received from the United States government. We are told, but cannot vouch for the truth of the report, that so great is the dissatisfaction of the tribe, and so impossible has it been to do justice to them, from the violation by the United States of the treaty stipulations, that the agent, Major Beach, who has been with them some eight years, has been compelled to resign his office. The Sacs and Foxes, for several years past, in fact ever since the Black Hawk war, have been peaceable, and relied entirely and implicitly upon the treaty stipulations for support and protection.

"During the course of the summer they visited the agency, as they were accustomed to do, for their rations and their annuities. But, by some unexplained cause, neither could be paid them without further instructions from Washington, and they were consequently kept about the agency, suffering not only for food, but for water, until disease set in upon them, and hundreds have fallen victims to the neglect of the Commissioner of Indian Affairs at Washington. So loud, says our informant, became the demand for relief, that the agent, rather than endure the distress which he was compelled to witness every day, paid over the annuities of money without the requisite instructions from the department, and then resigned his post."

The above article, taken from the "Baltimore Sun," appeared a short time since in the "St. Louis Republican," and in our paper of Saturday evening last we published, from the "Union" of the same city, a short, but satisfactory, refutation of its statements. This, however, was not sufficiently full to show all the circumstances, nor to do justice to the humane policy and great efficiency of the officers here in charge of Indian affairs, who have been attacked, as is now plainly evident, for the purpose of screening the conduct of a faithless and guilty agent, in lending himself to certain traders, and to deter the department, if possible, from carrying into execution a law of the last session in relation to the payment of Indian annuities; and, as we had applied for and received full information upon the subject, which is otherwise of much interest in relation to our Indian system, we have hastily thrown it together, and now publish it for general information. It will, we think, be

clearly seen that the grossly improper and extraordinary conduct of Mr. Beach, the agent for the Sacs and Foxes, who served through several preceding administrations, and was heretofore regarded as an intelligent and upright agent, has caused the whole difficulty, and, at the same time, led to the mass of the Indians of the tribe being cruelly and shamefully injured in their rights and interests.

Indian annuities are not paid till some time in the fall—generally in October—as it is far better to defer their payment till the approach of the season when the Indians are compelled to make use of their money in providing necessaries and resources for the winter, than to make it at an earlier period, when it would be of comparatively little immediate use to them, and much, if not most of it, would consequently be squandered in gambling and frolicking, to which it is known the Indians are unfortunately greatly addicted, or for mere trinkets and articles of no substantial value to them whatever. An Indian provides only for the wants that are felt, and has been known to part with his blanket for a mere trifle, or even a dram of whiskey, when the weather was warm, and again to purchase it back upon the approach of winter at an exorbitant price.

In the case of the Sacs and Foxes, the annuities for the years 1843, 1844, 1845, 1846, and for the present year, 1847, were paid over to the agent for distribution, on the 17th August, 5th September, 23th August, 14th September, and 2d September of those years, respectively. Thus it will be seen that he received them even earlier *this* than in some of the former years, when no complaints were made, and no inconvenience or suffering alleged. If suffering was experienced this year from the Indians being assembled and awaiting the payment, it must have been the consequence of gross negligence and improper conduct on the part of the agent—first, in not applying a portion of the funds in his hands, which was subject to the order of the chiefs, to their relief; and secondly, in permitting or encouraging them to assemble before he had received his instructions, and was ready to pay them. This is a matter which is easily arranged, as will be seen from the fact, that, in former years, there was no difficulty in his keeping the money as long as he desired, which he did, until he made all his arrangements, and deemed it most expedient to pay it over. Thus, in 1843, he received the annuities on the 17th of August, and did not distribute or pay them over till the 7th of October, keeping them in his possession nearly two months. In 1844, he received them on the 5th of September, and paid them over on the 18th; in 1845, he received them on the 28th of August, and paid them over on the 6th of September; in 1846, he received them on the 14th of September, and paid them over on the 24th of October, retaining them in his possession some six weeks; and *this* year he received them on the 2d of September, and within ten days after he arrived at his agency, according to his own return, made the payment; and, as he alleges, without having received his instructions, although ex-

pressly directed by the superintendent not to make it until after he received them.

The amount of annuities placed in the hands of the agent this year, to be paid to the Sacs and Foxes, was \$81,000. The instructions of the department, (a copy of which has been furnished us, and which we shall publish in a few days,) enjoined on the superintendent a strict observance of the law of the last session of Congress, which required the money to be paid to, and distributed among, the heads of families, in proportion to the number of souls in each, unless otherwise provided by treaty, and forbade the payment of any debts therefrom, until the same should have previously been examined and found correct. In its great anxiety to frame these instructions so as to protect the Indians, and, at the same time, to do no injustice to others, the department ordered the Superintendent of Indian Affairs at St. Louis to Washington, with the view of consulting him personally, and of availing itself of his great experience and knowledge of the internal affairs of the several tribes. While here, he received the annuities for all the tribes within his superintendency, and left for his post about the 23d or 24th of August, to make arrangements for the distribution of the same to different agents by the time the instructions reached him, which were prepared and mailed on the 30th.

On his arrival at St. Louis, he there found Mr. Beach, the agent, who had come down for the annuities without being ordered, and, therefore, contrary to the regulations, and without knowing whether they were ready for him or not. The superintendent delivered them over to him, but expressly directed him not to make the payment until he received instructions in relation to the manner in which it was required to be done under the new law, and which would be forwarded to him by mail in a few days. He left for his agency on the 3d September, and the superintendent prepared and forwarded the necessary instructions, based upon, and in accordance with, those of the department, on the 8th—only five days thereafter. He himself states, in a paper sent to the department, that the mail came regularly; and if he did not negligently or *purposely* let them lie in the post office, he must have received his instructions in about the same time after his arrival at his agency, that they were mailed after he left St. Louis—which was five days; yet, in violation of the law which had been recently passed to protect the rights of the cruelly wronged and unsophisticated creatures under his charge, in opposition to the express and positive orders of the superintendent, and in utter disregard of what he must have known to be the character and tenor of the instructions from the Department of War—which, if not in his pocket at the time, would soon have been within reach—he paid over to the claimants and to the chiefs the whole annuities of the year, amounting, as before stated, to \$81,000; and then, as if self-condemned, sent in his resignation, and immediately left the country, as though unwilling to witness the consequences of his own perfidy.

That the traders, who were desirous of securing their old debts without submitting them for examination, and of attending as many

payments at other agencies as possible, incited and urged the Indians to demand the money, is very probable. But he had firmly, and much to his credit, resisted such a demand in former years, under similar circumstances; and there could have been no suffering or inconvenience from delay this year, unless intentionally permitted or connived at by the agent himself; for, of the money in his hands, there was the large sum of \$30,000 which remained entirely unaffected either by the law of the last session or by the instructions, and which, by the fifth article of the treaty of 1842, was expressly set apart "to be expended by the chiefs, with the approbation of the agent, for national and charitable purposes among their people—such as the support of their poor, burying their dead, employing physicians for the sick, procuring provisions for their people in cases of necessity, and such other purposes of general utility as the chiefs may think proper and the agent approve." Thus there was in his hands an ample amount, under the control of the chiefs and himself, which could have been expended in supplying the necessities and wants of the Indians. But his whole conduct would seem to indicate, that before he started for St. Louis to obtain the annuities, he had deliberately made up his mind to throw himself into the hands of the creditors of the Indians and thereby enable them to evade the just and salutary operations of the law. Well for him that he did resign, if he wished to avoid the disgrace of removal; for he would instantly have been dismissed by the President, on his improper and unjustifiable conduct becoming known. But as the payment was unauthorized and illegal, it is possible that he and his sureties are still responsible for the amount.

We now proceed, as briefly as practicable, to give some account of the system of payment prescribed by law, which has been in operation for many years, which has enriched Indian chiefs and thousands of whites engaged in the Indian trade, to the injury and wrong of the great mass of the red men, against the evil effects of which the exertions of the Executive have for a long time been directed, but the overthrow of which it has remained for this administration to accomplish; and thus to secure to the Indians generally a greater degree of fairness and justice than for long years they have received.

The law heretofore on the subject positively directed the annuities due to the Indians to be paid to their chiefs, or to such persons as they might designate. The consequence of this system was, that the chiefs and their particular friends received nearly all the benefit of the bounty and liberality of the government—some, when not improvident, becoming enormously rich, while the common Indians received little or nothing. The parties most benefitted, however, were the traders, who, during the long intervals of the payments, would induce the Indians to purchase goods and trinkets from them, on which they charged enormous profits, and who at the payments would, on the requirement of the chiefs, receive all, or nearly all, of their annuities—the chiefs being controlled by them through the hope of further large credits in future, and in

various other ways. If the chiefs received the money themselves, they gave the common Indians only so much as their cupidity would spare; or they would open a small credit for them with the traders, for goods at extravagant prices, keeping as much of the money as they chose, and paying the remainder to the traders. Thus, in every way, the poorer and less influential Indian was ground down, wronged, and robbed. For years the government used every endeavor to prevent the enormities of this system, using argument and persuasion to induce the chiefs and other influential Indians to consent to a fair and general division of the annuities among all, and assembling the Indians in council, informing them of their rights, and suggesting to them to demand them of their chiefs. Such, however, was the control and influence of the traders with the chiefs and other influential Indians, through the means already mentioned, that but little progress was made. The efforts were not remitted, however, and they were so far successful, that the Indians generally, becoming conscious of the iniquities practised upon them, demanded their rights; and the chiefs and headmen, partly through apprehension, and partly from the force of reason and persuasion, were induced gradually to consent to a change; so that for several years past the department has been enabled, to a great extent, to have the annuities paid to heads of families, according to their just proportions. So the Sac and Fox annuities were paid last year; and so, there is no doubt, they might have been paid this year, even without the authority of the new law, had Mr. Beach pursued the proper course. But the iniquity of this system will be more clearly shown by the instructions of the Commissioner of Indian Affairs, and some startling evidences of the cupidity and infamous conduct of traders, some of whom were concerned in the enormous fraud just practised on the poor Sacs and Foxes, which will accompany it, and which we will publish in a few days. Meantime, we give some further accounts of the injustice of it, taken from a report of an officer of the army of high standing, now gallantly serving his country in Mexico, who, some years since, was required to attend the payment of the Sac and Fox annuity, and to report the result of his observations to the department:

Extracts from a report of Captain J. R. B. Gardinier, of the army, dated October 29, 1843, in relation to the payment of the Sac and Fox annuity for that year.

I presume from your letter, heretofore copied, that you wish my full, fair, and impartial statement of all facts that I may know from my own knowledge, and those I may have learned from sources sufficient to convince myself.

I shall unscrupulously execute my duty, and trust that if I fall into the fault of prolixity, it will be attributed more to my earnest desire to bestow justice on all, than to the natural pleasure derivable from listening to one's own imagined eloquence.

A great squabble—I can dignify it by no more respectable name

—has for a long time kept the traders and Indians about here in ceaseless turmoil—a quarrel alike detrimental to the physical and moral benefit of both parties, and more particularly so to the latter, convincing any impartial observer that a thorough reform is called for in the trading and annuity affairs of these red people.

This faction originated, I believe, in a debt due the Ewings, which the Chouteau concern did not wish paid; for * * * the Ewings seem to me to be chiefs of Powashiek's bands, the Phelps (Chouteau's partners) of Keokuk's; thus, the traders were not only at open war, but the Indians themselves were divided into *cliques* antagonistical to each other, and the Ewings at enmity with Mr. Beach, the agent, who was supposed by them to favor the Phelps and Keokuk, to the prejudice of themselves and Powasheik. Thus stood the pecuniary politics of the "far west" when the money arrived.

The agent, through the traders, interpreters, &c., gave notice that he would hold a council with his children; but Keokuk and Appenoose, with one or two other Indians, were the only audience. I was detailed to attend with a guard of infantry and dragoons. The agent told Keokuk he was sorry that Powashiek and his people had behaved so badly in not coming to hear him talk; that their Great Father would be displeased, and that if they did not come that evening and ask him to meet them, he would "puck-o-chiee" back to the old agency with the money, and then they would have to wait his time. Now, the secret motive of Powashiek's conduct was doubtless to have the payment in his (or the Ewings rather) own way, viz: to chiefs, or, if it were made to families, the Ewings were averse to its being made at that place—and with justice, too, in this last particular; for each individual would be compelled to walk nearly a mile with his money ere he reached Phelps', and then more than a mile and a half before he arrived at Ewings'. Who, that knows the proverbial indolence of the savage, can doubt that he would stop at the first place, especially to expend the sum so long anticipated?

The Ewings were victorious in this instance, and the Powasheik faction would not obey the call of their agent. * * *

Mr. Beach delayed the day following, and the next succeeding morning left (carrying the annuity) for his residence at the old agency. I have been told that the evening previous to his departure, Powashiek sent a message to him that he was no better than a squaw, and would not *dare* to take away the money; and I mention the fact to prove that there must be some *very* evil influence exerted to induce the Indians to treat their agent so insultingly.

About the 6th of October, Mr. Beach, returning with the money, remained with it at Chouteau's store, about fifty yards south of which he pitched his council-tent, and the day following his return held a talk with all the nation. I was in attendance, *en amateur*. * The agent concluded by saying, all he wanted now was, for them to deliberate and determine how they would receive their money; whether it should be paid their chiefs, or to the heads of families. * * * * *

It was not now so important a matter to the rival establishments how the Indians were paid, as formerly; for, during the interval of the agent's absence, a drop of balm had been mingled in the worm-wood of opposition. Partners from Chouteau's had inspected the invoices of the Ewings, *et vice versa*—they were to put the same profits upon their goods; and as they were the only traders licensed, if the game did not work their own way, their stupidity would be to blame. A child, with such a hand, could make four by honors and seven by tricks. In fact, I suspect there was a pretty even willingness that the money should be paid to the chiefs, as there were citizens of all hues and kinds crowding the country, doubtless on various speculations—particularly in the article of horse-flesh—and doubtless had the money been paid to heads of families, some portion of it would have gone for more than one of the four or six hundred horses dispersed about here and the parts adjacent. I have no doubt a payment through the chiefs was agreed upon. Had it not been, I doubt if the traders would have allowed it to be made at all—the President, Congress, and the agent, to the contrary notwithstanding. These authorities are republican—the traders despotic.

Whilst the braves and common people remained in the vicinity of the agency-tent, the chiefs withdrew; and, squatting under the brow of the bluff bank of the Des Moines, after an hour's deliberation, returned; the council opened by Powashiek, advancing, supported by a suite of two or more. He said they had heard the question proposed to them at the last talk. The braves had discussed it and referred it to their chiefs, who, having just canvassed the matter, had resolved that they would have the money paid to the chiefs. Several other chiefs and braves advanced, reiterated the same thing, and re-squatted. Keokuk said he had agreed to it, (it was apparent unwillingly,) but for this time only. Hereafter the annuity must be paid to heads of families. Pash-pa-ho (the Stabbing Chief) reiterated the decision that the others had announced, but *for this time only*; and spoke with republican energy of the democratic doctrine of payment to heads of families, in a manner that elicited a heart-response from his vermilion auditory.

Thirty-six boxes of Spanish dollars being then brought out of Chouteau's store, were divided into two piles, and between eleven and twelve thousand dollars, in tens of the Bank of Missouri, equally divided, laid upon each. Two of the boxes being unscrewed, I demanded of the Indians whether they desired to have them all opened and the money counted; to which they replied in the negative. Powashiek then took possession of one pile, Keokuk of the other—each giving Smart, the United States interpreter, a box. Some other accounts were also paid, and then the \$1,500 to the Messrs. Phelps for transportation. It seemed to me an unusually large amount for the services rendered, and should be investigated closely, and so I intimated to the agent; but as I was called as a mere witness to the payment, and *not* to examine what these simple creatures did with their cash after receiving it, I considered it no

business of mine, and did not press the matter. The remaining money was removed—Keokuck's into Chouteau's, Powashiek's into the Ewings' store. The day following, guns, lead, blankets, &c., &c., were given out at the former, and the day succeeding at the latter establishment—all as regular, and in a matter-of-course style, as a captain of a company would issue clothing to his soldiers. Excellently disciplined people these Indians—admirable disciplinarians these traders! If it were not that I have still a little humanity for these ignorant savages, it would make me laugh at the adroitness with which they are managed.

Thus ended the payment. A day or two afterwards every Indian I met complained of having no money and mighty little to show for the forty-odd boxes. They besieged the store of our sutler (McKenzie) to obtain credit; which proved that the game had been blocked upon them on the other side of the river.

This lucid statement of facts answers your inquiries, "What was said in council preceding the payment?" "What occurred at the payment?" and "How the payment was made?" The other interrogatories I now proceed to answer.

As to "how it was advised to be made, and by whom," I must reply, I am not upon terms of familiarity with the traders and their concerns; yet I have, by both sight and hearing, gleaned circumstantial testimony sufficient for my own satisfaction.

I doubt not that the mode of payment was adopted through the instrumentality of one or both of the *traders*—I opine the Ewings particularly. In the first place, they were creditors of the Indians to a large amount, which would naturally have kept them (the Indians) away had the money been paid to individuals, who might fear their cash would have been claimed for "balance due." Secondly, the Ewings had every reason to believe the payment would be made at or near Chouteau's store, which would have been fatally disastrous to them. And thirdly, both traders had the fear of the horse-dealers before their eyes. The matter of the Ewings being the master-spirits of the "mode adopted," was set at rest, in my mind, by *their* Indians seeming most pleased at the decision promulgated in council.

The fact is, whether they exert it for evil, or whether for good, the traders possess too unbounded an influence over this simple people.

A trader's store is the terrestrial paradise of the Indian; about it he loves to linger, deriving happiness from feasting his eyes upon the goodly array of trinkets, fantastic saddles, and gay clothes, though certain they can never be his. Of course the trader—the lord of all these treasures—is the deity of the place, and possesses a despotic sway over the simple mind of the uncultivated savage. He can enchain his very soul by a very trifling present, cement his friendship by a credit, or punish him by a refusal. Whomsoever the trader favors, must gain influence among his own people. He, the favorite, has admission to the Indian Elysium—the trader's store; and the poor Indians will court the favorite's

favor, that they too may taste some of its joys—viz: a credit for calico, stroud, or blankets.

It is not perplexing to a trader, the study of the idiosyncrasy of a few savages—the chiefs, braves, or principal men; and if he once has them in his power, his control over the others is *supreme*.

A common Indian is very common indeed—their discipline is as perfect as that of the Israelites towards their patriarchs, though, as *those* rebelled, and gum-elastic *will* break if stretched too much, the present subordination may terminate in bloody dissension, if the common Indians deem themselves wronged, as they do now, by a continuance of the last mode of payment.

According to this “mode,” all the traders have to do is to learn well the character of the chiefs—when to flatter—when to menace—to lay bare the strong and weak points—and conduct negotiations or attack accordingly. Who can for a moment consider the result as dubious? The “pale face,” endowed by superior sagacity as to financiering, improved by education, and backed by his phalanx of goods, must, in the common course of nature—cause producing effect—attain an improper ascendancy, become chief of the chiefs, and, in the end, handle the annuities in his own way, *according to the dictates of his own conscience*. Even now, from what I have seen, I think the agent would save a great deal of trouble to both the Indians and himself, if, instead of assembling the Indians, he would just send for the traders and ascertain what *they* want, and how *they* wish the money to be paid.

Asked my opinion as to the “effect” of the mode of payment adopted, I am happy of the opportunity to pronounce my utter condemnation of it—to declare my full conviction that it is unjust and pernicious in the extreme—to lift my voice against it, as unfair and rotten, root and branch. The red man, driven from the rising to the setting of the sun, deteriorated as he is, shall at least find one advocate in me, when I perceive him, in his utter ignorance, suffering under such vile injustice. It cries to Heaven, like the blood of Abel! If our government loves justice, integrity—*ray*, sheer common honesty—it should interpose its authority peremptorily to abolish this mode of payment henceforth and forever.

From my exhibition of the imperial power that traders *can* acquire, and, in my opinion, *do* exercise over the chiefs; from the acknowledged *business capacity* of all traders who have resided any length of time in the Indian country; and from the commotion, which still exists among the traders and Indians in this region—productive, as I have explained, very recently, not only of trouble, but of actual insult to Mr. Beach,—it is evident as the bright sun of Monday, that the traders do possess an undue influence among the Indians—an influence that eclipses that of the United States agent as completely as does that same bright sun the light of a farthing candle. Upon the traders, it is evident, depends it whether the Indians shall meet their agent even for a mere “talk.” Upon the traders depends it whether their money shall be received this way or that, and finally, upon their traders depends it whether the agent, the superintendent, the Commissioner of Indian Affairs, the Secretary

of War, or even the President of the United States, shall be listened to or treated with decent respect. The trader is the Delphic oracle, and his words must be obeyed. My expressions may seem pretty strong. I only wish I could express half I feel, or act double I express.

If the money were paid to the heads of families, *as it ought to be*, then traders could not exert so fearful an influence—an influence so destructive of their happiness and well-being—an influence that, perchance, will one day add another twenty millions to the expenses of Floridian hostilities. The common Indians are abused. Oseola (we may say) rose from the ranks, and his name is not yet forgotten—especially by the treasury; and these Indians may yet rebel against the acts of their chiefs. “The truth is powerful, and will prevail” If the money were paid to heads of families, the traders would be compelled to treat the poor creatures with more kindness and generosity *generally*. Every man of them would be of *some* account, and a general benefit to the nation result. As it is, they, (the traders,) bee-like, settle upon those flowers only whence they can extract honey. Did every Indian receive his own money, he would not be debarred from the poor privilege the sternest of despotisms could scarce deny—that of pricing his own goods. At present, he has no vote as to what he must give for a pair of leggins or for a string of wampum.

As it operated last payment, the traders coalesced as to the profits they would make upon their invoice. At the payment, the money was divided betwixt them, and then the chiefs were asked what *they* wanted. View the case—if I dare ask you to view such shamefacedness. The money divided between them, and the prices left to themselves—the traders! If an Indian yearned never so hard for a yard of calico, he must go without it, or take it upon the two traders’ settled terms. Just think of it! A procedure so *piquantly* caricatured in Irving’s Knickerbocker, where, in trading with the Indians, (at Communipaw,) a Dutchman’s foot always (buying and selling) weighed a pound. I am astonished one can dare practice so near a parallel in this enlightened age.

So saturated is the trading atmosphere with this pestilential miasma, that in days by-gone, opposition upon the Missouri and its tributaries burnt with a vehemence extinguishable only in the blood of a rival. Since then, one trader calculates, coolly and deliberately, how to overwhelm his opponent in ruin; and here, so recently as the late payment, our sutler’s (McKenzie’s) small stock of Indian goods appeared to press like a monstrous incubus upon the bosom of the *licensed* establishments over the river. * * *

I have resided some eleven or twelve years in the Indian country, where I have gained experience as to the subject I am discussing, and am actuated by no motive in this, my official report, but an ardent desire to mete out “even-handed justice. * * *

The first duty of those striving to ameliorate the condition of these Indians, is to insist upon their money being distributed among the families; for not only is the mode of payment to the chiefs

detrimental to the physical well-being of the whole red community, but the *moral* detriment is awful to contemplate. The chiefs must learn financial tactics, and, totally unchecked, soon become the swindlers of their people. The common people will rise against them, and, just for the want of a little caution now, as General Clinch prophesied once before about the Seminoles, another conflict may be the result, whose consequences time alone will tell.

I think the whole entire system of Indian trade needs revision and reorganization. Their establishments, books, accounts, prices—in a word, all their dealings with the Indians—should be subjected to the most rigid scrutiny. A public officer or a board of officers, (perhaps on the plan of an army council of administration,) should at least semi-annually inspect and report upon the condition of these stores. I suspect they would discover *there* more matter worthy of a report than as mere witnesses to a payment. The money is paid by the agent fair enough, there is no doubt; and less need of witnessing *that*. What becomes of the money *afterwards*, is the grand point demanding the attention of a civilized government, in its capacity of guardian over ignorant barbarians in the claws of white men. In conclusion, I have to add, "the effect of the mode of payment adopted" was, that scarcely a dollar was to be found among the whole nation three days after the chiefs touched the pen—a *little* fact briefly demonstrative of the truth of all that I have occupied so many pages in explaining.

No. 2.

As a further illustration of the course pursued by *certain* persons, and of the character of the trade which has been carried on for years with the Sacs and Foxes, we add below an extract from the report of General Bridgman and Mr. Hebard of Iowa, who were appointed by Governor Chambers, in 1842, to examine into the justice of the claims which were then presented against these people. No one who will take a retrospective view of the Indian trade, particularly as conducted among these very Indians, will be at any loss to know what became of the large annuities, and other moneyed benefits of these victimized aborigines. When the philanthropic and curious, who take an interest in Indian affairs, shall have read Captain Gardinier's graphic account of the malpractices and abuses which have characterized the dealings and business carried on with the red men, and the statements of Messrs. Bridgman and Hebard, they will no longer wonder at the poverty and destitution which prevail among the Sacs and Foxes! During the investigation, in 1842, it would appear, from the letter of Governor Chambers transmitting the report, from which the extract below is given, some *characteristic appliances* of the trade, in illustration of which the present statements have been collected, and are now made public, were attempted to be introduced, which, it is to be

regretted; we are not able fully to expose; but of the *fact* of the attempt and its failure all doubt is removed, by the following statement from under Governor Chambers's own hand:

"There was a *singular* and very bungling attempt made to PROPITIATE me towards one set of the claimants in this transaction, commencing before the treaty, and persevered in while it was pending; but if the operators do not render it necessary, I feel no disposition to expose their ridiculous cunning!"

But we hasten to add the extract from the report of Messrs. Bridgman and Hebard:

To his Excellency JOHN CHAMBERS, &c., &c.:

The next claim examined was that of W. G. & G. W. Ewing, licensed traders. The amount claimed was \$90,942 43. Mr. Ewing presented his books and accounts in bills. It was evident, after a brief examination of his books, that a great deal of care and patience would be necessary before the task before us would be finished: looking-glasses charged at twenty-two and thirty dollars; dress coats at forty-five dollars, surtout coats at sixty dollars, and bills entered in duplicate on both journal and ledger, showed that something was to be done before we could arrive at what was right. We first examined the bills and compared them with the books. We then took the books, with a view of giving them a thorough examination, and, after devoting considerable time, we are compelled so say, that they were far from what they should have been. Transposition of dates was frequent; wrong entries, balances by a credit, and entered again on another page; and, in one instance, a bill of \$6,556 12 was found twice entered upon the journals, at places considerably distant from each other, and twice carried into the ledger, and entered twice into the amount of the claim presented by Mr. Ewing. After deducting this amount, and correcting several smaller errors, which were deducted, his books showed a claim of \$84,423 10, on a business done since October, 1840, [about two years.] Our next step was to examine his prices, and the kind of goods sold. The charges we found extravagantly high; and many articles of clothing were such as are seldom seen upon the Indians—such as "superfine cloth coats," charged at \$45; "super overcoats," charged at \$60; fine satin vests at \$8; fine spotted ditto at \$6 and \$7; Italian cravats, &c. It was stated that such articles were essential to an assortment, and were worn by the Indians where the Messrs. Ewing had previously traded, among the Miamies, and they supposed them necessary for their outfit on the Des Moines, and sent them here under that impression. Their trading-house was established, however, and business commenced, in 1840; while the articles above enumerated were purchased during the succeeding summer, and charged to the Indians September 8, 1841. The strongest objection found to the claim of the Messrs. Ewing, was their unwarrantably high charges. Towards the close of the examination, a file of invoices was handed us; and from these we attempted to ascertain the advance in his bill of sales upon the

original cost; and in an account at page 205 to 208, dated September 22, 1841, amounting to \$10,701 86, we compared the invoice prices (original cost) with the prices charged in the bill against the Indians, and against \$9,487 51 of the above bill the invoice price (cost) amounts to \$8,128 25, showing an advance of more than two hundred per centum upon prime cost. In other accounts, amounting to \$19,512 47, which have been carefully examined, the original cost is nearly the same, charges being \$19,512 47, and the invoice showing the cost to have been \$6,849 06.

We are satisfied that merchants engaged in the Indian country in the Indian trade should be allowed large profits. They are subjected to heavy expenses, and are liable to uncertainty and delay in receiving their payments; still there should be a reasonable limit; profit should not be turned to plunder. * * * *

Of the remainder of the claims, justice required a considerable reduction. To ascertain the amount of this reduction, examinations were made, as stated in the previous page, from which we discovered that, in the sum of about \$29,000, there was an advance of two hundred per centum within a trifling fraction. The remainder of the account did not afford the means of determining the advance with the same degree of accuracy; it was believed to be somewhat lower, and, after all the investigation we could give it, we were well satisfied that a reduction of twenty-five per centum upon the \$72,429 would not bring his average below one hundred per centum upon New York prices. Mr. R. Shute, a clerk of the Messrs. Ewing, says: "As nearly as I could estimate, the original cost of goods for the whole business was from \$60,000 to \$65,000; amount of sales, \$105,000; amount of goods on hand, \$12,000. Some had also been sent back to Indiana; and some to Council Bluffs." Mr. Hunt thinks the original cost considerably less, and refers to the invoice book to show it; but the "invoice book" was not produced. Supposing, however, Mr. Shute correct in his estimate, omitting small numbers and fractions, the amount of sales being \$105,000, and their corrected claim being about \$84,500, it would appear that they had received \$20,500 from the annuities of the Indians; this sum, added to the present amount of goods on hand, say \$12,000, would make \$32,500; which, added to the amount now allowed in schedule attached, would make \$99,000; nearly exceeding his estimated costs, say \$62,500, by the sum of \$36,500, which sum shows an advance of more than fifty per centum upon cost. This is a conclusion drawn from the estimates of *one of the most favorable witnesses* connected with the business of Mr. Ewing. Taking the estimate of Mr. Hunt as the basis of a calculation, the result would have been more favorable to the business. The undersigned have come to their conclusions, however, not from the *estimates* of any of the witnesses, but from examinations; and they are satisfied that the reduction stated on the preceding page is a just one, and have accordingly made it, which reduces the corrected claim of \$84,429 to \$66,371 81, as will appear by the annexed schedule. There is no disposition to give a one-sided view of any case, and, in justice to Mr. Ewing, explanations relative to things having an unfavorable

appearance, are cheerfully stated. It was stated by Mr. Parmalce, (clerk,) that the "looking-glasses" charged in the bill of Keokuk should have been charged telescopes, as they had such articles purchased at the request of some of the principal Indians; a telescope was charged in another place by its proper name. The duplicate bill of \$6,556 12 was said to have been a mistake, having been entered upon the books by Mr. Ewing, under the impression that it was not already there; this is an expression of opinion by his clerks.

ALFRED HEBARD,
ARTHUR BRIDGMAN,

Agents for examining Indian accounts.

The schedule accompanying the report, exhibits the following amounts:

| | |
|---|--------------------|
| Amount of debts claimed..... | \$312,366 24 |
| Amount allowed by commissioners..... | 258,566 34 |
| Showing a reduction of the claims, amounting to.... | <u>\$53,799 90</u> |

Governor Chambers, in another letter, referring to the examination and adjustment of these accounts, remarks as follows:

"In the larger claims of the traders, the chiefs admitted the purchase of large amounts of goods and horses, but said they did not know what the extent of these demands were or ought to be, and must, therefore, depend upon me, or the gentlemen who had them on hand, to see that no injustice was done."

Of the agents appointed by him, Governor Chambers says:

"One of them is an experienced and well-informed merchant, and the other a gentleman of education, general information, and business habits; and I have great confidence in the correctness of their decisions.

"If complaints should be carried to the department on this subject, [the adjustment, &c.,] I have only to request that they may be communicated to me, with permission to exhibit the true state of facts. For the present, I deem it necessary only to say, that there were some instances exhibited of *very gross* attempts at extortion; and that this is giving the least offensive designation they deserve."

No. 3.

From the Daily Union of November 7, 1847.

The publication in our paper of the 20th ultimo will, we think, have satisfactorily shown that the censures cast by the St. Louis Republican upon the Indian Department, and so extensively copied into the Whig presses, in relation to the payment of the Sac and Fox annuities, are not only wholly unfounded, but that the officers

of that department deserve great credit for their efforts to protect those Indians from the cupidity of faithless chiefs, and the grasping avarice of interested persons, by whom those chiefs are influenced. The instructions of the government, which we now publish, prescribing the mode of paying the annuities for this year, in conformity with the law of the last session of Congress, and which, though addressed to one superintendent, were made general, will show that those efforts were not confined to one tribe, but were extended to all; and that the officers of the government here, animated by the highest considerations of justice and humanity, have labored faithfully to break up a system under which the poor Indians have heretofore suffered much wrong and injustice; under which a few have been benefitted at the expense of the many—the idle and profligate, at the cost of the upright and industrious. There is no doubt but that the “Republican” has been grossly imposed on, as no one can read these instructions and believe, for a moment, that the department has been “indifferent to the calls of humanity,” or to the varied and delicate “interests” intrusted to its care. Indeed, it is strongly suspected that a little “indifference” to those matters would have been extremely acceptable in certain quarters; and, instead of the attack in question, would have called forth, from the same persons, a fulsome eulogium on the industry, attention to duty, and high bearing of those whom they now abuse.

WAR DEPARTMENT,
Office Indian Affairs, August 30, 1847.

SIR: In placing in your hands, for distribution to the several agents, for payment to the different tribes of Indians of your superintendency, the annuities due to them for the present year, it becomes necessary to call your attention, and that of the agents, to the third section of an act of Congress, approved the 3d of March last, which provides “that all annuities or other moneys, and all goods, stipulated by treaty to be paid or furnished to any Indian tribe, shall, at the discretion of the President or Secretary of War, instead of being paid over to the chiefs, or to such persons as they shall designate, be divided and paid over to heads of families, and other individuals entitled to participate therein, or, with the consent of the tribe, be applied to such purposes as will best promote the happiness and prosperity of the members thereof, under such regulations as shall be prescribed by the Secretary of War, not inconsistent with existing treaty stipulations. And no such annuities, or moneys, or goods, shall be paid or distributed to the Indians while they are under the influence of any description of intoxicating liquor, nor while there are good and sufficient reasons for the officers or agents, whose duty it may be to make such payments or distribution, for believing that there is any species of intoxicating liquor within convenient reach of the Indians; nor until the chiefs and head men of the tribe shall have pledged themselves to use all their influence, and to make all proper exertions, to prevent the introduction and sale of such liquor in their coun-

try; and all executory contracts, made and entered into by any Indian for the payment of money or goods, shall be deemed to be null and void, and of no binding effect whatsoever." These provisions are wise and beneficent, and, if properly carried out according to their spirit and intent, must be productive of the greatest good to those of our Indian tribes to whom annuities are payable. It is probably one of the most salutary laws affecting our Indian relations that has ever been passed. Annuities, especially when large, instead of being the source of benefit, and the means of moral and social improvement of the Indians, have but too generally been productive of much evil among them. Instead of being used to procure the necessaries and comforts of life, and to multiply the means and facilities of obtaining a certain and comfortable subsistence, they have too often proved only the fruitful source of bad habits, profligacy, and vice; contributing to the Indian's love of indolence and natural disinclination to anything like continuous and profitable labor. Under the law, as it heretofore stood, the annuities were payable to the chiefs only, or to such persons as they might designate. When so paid, it was too often the case that the upright and well disposed reaped little or no benefit from them whatever, the idle and profligate recklessly incurring large debts on the faith of them, which, through improper influences, the chiefs would be induced to recognize and sanction as national and binding on the whole tribe, and order to be paid out of their annuities; thus robbing the better class to make good the improvidence of the worse, and producing an oppressive inequality among the individuals of the tribe, discouragement to those who would have made a beneficial use of their just share, and general discontent and dissatisfaction. When the money is paid to the chiefs, and the national credit is based upon their authority, the benefits of the funds of the nation too often enure principally to themselves and their special retainers and friends, and the mass of the tribe get little or nothing; and what they do get, is at the sacrifice of a proper personal independence. The power of the chiefs to make such divisions of the funds as they choose enables them to control the sentiment and to overawe the individuals of the tribe generally; thus converting what was intended to be a national blessing into a national curse. But when each individual goes to the pay-table and gets his due proportion, it produces a just idea of individual right, and each knows exactly what he has to rely upon, and that beyond it the support and maintenance of himself and family depend upon his own exertions.

The operation of the system of making the payments to the chiefs was also liable to be, and in some cases was, attended with pernicious effects in regard to them. It left the way open, if it did not offer, inducements to their being bribed to allow unjust and unfounded claims against the tribe, and, through the influence and exertions of persons preferring such claims, led to their being depressed or elevated in standing and influence with the tribe, according to their disposition to oppose such demands, or their willingness to allow them; thus giving rise to dissensions and

heartburnings fatal to peace and harmony among themselves and the tribe.

The full power given to the department by the law will enable it to check, to a great extent, if not entirely to cure, these evils, wherever they exist. Individual payments will put a stop especially to the reckless running into debt, to which many of the Indians have become so prone, and the encouragement held out to them to do so, in the expectation that the chiefs can be prevailed on to order payment out of the general annuities.

The power conferred by the law to withhold the annuities when the Indians are under the influence of intoxicating drink, or while there is any liquor within their convenient reach, or when they do not manifest a proper disposition to coöperate with the authorities of the government in their efforts to put a stop to the use of ardent spirits, and the nefarious traffic in them in the Indian country, may be made the effective means, to a great extent, of rooting out this great and prevalent evil. The attention of the agents, and the sub-agents, will be called particularly to this subject, and they are required to use the power thus given by the law in the most effectual manner for the accomplishment of this great object.

Since the passage of the law, letters have been received by the President and this department from some of the traders and alleged creditors of the Indians against *per capita* payments, which they represent as an innovation upon past usages, and a consequent invasion of their vested rights. But, notwithstanding the law heretofore required the annuities to be paid to the chiefs, or to such persons only as they might designate, they have in nearly all cases, for several years past, been induced by their own people to consent to *per capita* payments to the individuals of the tribe, which has accordingly been done, as is shown by the returns in the office of the Second Auditor. The law of the 3d. of March is, therefore, no departure from the custom which has prevailed for some years, nor is it any violation of the rights of those who may have claims against the Indians. The money will be paid over to the families and individuals of the different tribes, and they will be free to apply it towards the discharge of their just and acknowledged liabilities.

As the responsible guardian of the interests and welfare of the Indians, and in pursuance of the discretionary power vested in him by the law, the President therefore directs, that hereafter all annuities and other money and goods due to the Indians be paid and distributed to heads of families and to individuals without families entitled to participate therein, unless a different mode of payment or distribution is expressly required by treaty stipulation; in which case the views of the tribe in general council will be taken; and if the mode prescribed by treaty be insisted on, after full explanation and due consideration, it will be adopted.

It is alleged by the writers of the letters referred to, that the provision of the law declaring null and void executory contracts with the Indians, if applied to past transactions, will be *ex post facto*.

As no such question, however, is raised by enjoining *per capita* payments, which, as stated, is only in accordance with the course pursued in your superintendency for several years past, it is unnecessary to inquire how far the Indians are capable of making contracts with individuals of a legal or binding nature, being considered in the light of wards under the guardianship of the government. It is certain that no such contracts are provided for, either by law or regulations; are, therefore, without legal authority, and that they could not be enforced against the Indians, as there are no civil courts or remedies in the Indian country. Before they could be entitled to any consideration from the department, on moral or equitable principles, they should be shown to have been made under justifiable circumstances, and for a fair and just consideration. Contracts or other obligations for the payment of money are said to exist between traders and alleged creditors, and the Pottowatomies and one or two other tribes, which would be carried out if the government would pay the money to the chiefs. But, as the law was passed to cure the evils which have resulted from this mode of payment, the President would not be justified in permitting this to be done, unless fully satisfied that the contracts were made under such circumstances and for such consideration as entitled them to be respected, and as would justify a departure from the policy of the law. This could only be ascertained by the claims on account of which such contracts or obligations were granted, being submitted to this department, with all the facts and circumstances for investigation and for the consideration of the President.

There is no disposition on the part of the government to interfere with, or to throw any obstacle in the way of, the payment by the Indians of their just debts, either individual or national. The payment of their annuities to them, individually, will enable them to discharge those of the former class; and, on its being ascertained by a full and fair investigation by the department, that any of the tribes owe any which should justly be considered of the latter class, and which were justified by the circumstances and objects under and for which they were created, no objection will be made to the Indians setting apart such portions of their annuities for their payment as can, properly and consistently with their individual wants and necessities, be spared for that purpose. But all such claims must be presented prior to the 1st of April next, in order that they may be investigated, and such arrangements made in regard to their payment as may appear to be requisite and proper, prior to the annuity payments next year; and you will please cause all claimants to be notified accordingly. It is a leading object of the department to have all old transactions with the Indians finally arranged and closed, and that hereafter, all intercourse and trade with them may be regulated and conducted according to simple and well-defined principles, by which all parties may clearly understand their relative positions, duties, and rights. It must be distinctly understood, however, that hereafter no national debts will be paid, or in any manner recognized by the government, unless justified by paramount necessity, and the facts and circumstances

rendering their creation necessary be first communicated to the department, and its assent obtained before any liability whatever is incurred.

It is not intended, by the directions herein contained, to debar the Indians from setting apart such portions of their annuities as they may see proper for purely charitable purposes, or for such national objects as may be calculated to improve their condition, and to advance their general welfare—such as schools, and the encouragement of agriculture and the mechanic arts, &c. On the contrary, they should be encouraged and stimulated to make such a disposition of a portion of the ample income which they, in most cases, enjoy, as money so applied will result in national and individual benefit, and lessen the means of evil-disposed individuals to indulge in vicious propensities, and render it necessary for all to adopt more industrious habits in order to obtain the necessaries and comforts of life.

Nor are these directions intended to apply to the \$50,000 payable to the Pottowatomies under the fifth article of the treaty of June, 1846, which is set apart for certain specific purposes. It is represented that, at the making of the treaty, there was an understanding as to the manner in which this sum should be paid, and you are authorized to cause it to be paid accordingly.

The case of Joseph Roubideaux, to which you have specially called the attention of the department, the President is willing to make an exception, in consideration of your having satisfied yourself last year, at the annuity payment of the Iowas and the Sacs and Foxes of the Missouri, that his trade with those Indians had for years been fair and liberal; that the Indians admitted, and you were convinced, that his claims were just; and that you consented to their giving their written obligations for paying him in three instalments, one of which was paid last year, and promised your influence in having the other two paid this and the next year. Under these circumstances, which constitute Mr. Roubideaux's case a special one, you are authorized to permit this arrangement to be carried into effect, if still desired by the Indians.

Very respectfully, your obedient servant,

W. MEDILL.

THOMAS H. HARVEY,
Superintendent of Indian Affairs,
St. Louis, Missouri.

We append, as promised, a few specimens of the dealings of traders with the Indians, which, with other reasons, induced the department to recommend, and Congress at the last session to change the law in such a manner as to authorize that all annuities and other moneys not otherwise directed in the treaty, be directly paid to the heads of families, in equal proportions, according to the number of souls in each, instead of being delivered over to the chiefs or to their orders, as could formerly be required. These bills, it will be perceived, were for sales to individual Indians, but were collected, or sought to be collected, from the moneys or common

funds of the whole tribe. We do not mean to intimate that all traders are so lost to every feeling of respect for the humane policy of the government, so animated by an unhallowed desire of gain, and so devoid of all sense of justice and common fairness, as these evidences would seem to indicate is the case with some of them. We would fain hope that there are but few who would be guilty of transactions so deeply discreditable; but we think all will agree that the instances here given were sufficient of themselves to justify the department in recommending, and Congress in authorizing, an alteration of the system under which such outrages could, by any possibility, be perpetrated. And if it should turn out, as is believed to be the case, that one or more of the persons who were engaged in these shameful transactions were present at the late payment of the Sacs and Foxes, with large claims against those Indians, it will tend to throw some light on the extraordinary course pursued by the agent on that occasion.

The last treaty made with the Miami Indians, by which they ceded to the United States their remaining lands in Indiana for \$550,000, provided for the payment out of that sum of their just debts, contracted within a period of about two years anterior to the date of the treaty; and likewise those which might be contracted between that time and the ratification thereof by the Senate; limiting the amount applicable to the payment of the second class to \$50,000; and, if that should be insufficient, giving a preference to claims for provisions and subsistence. It appears that claims to the enormous amount of \$555,390 19 were presented and filed against those Indians, being about \$1,000 for every soul (man, woman, and child) in the tribe, viz:

| | |
|---|--------------|
| For debts contracted previous to the treaty | \$262,518 99 |
| For debts contracted between the date of the treaty and its ratification by the Senate, a period of only two months and twenty-eight days, and of which only \$4,000 were for provisions and subsistence | 292,871 20 |

That claims to such an extraordinary amount, contracted in so brief a space of time, should have been presented against a band of less than six hundred ignorant, heedless, and easily-tempted Indians, is enough, without further remark, it seems to us, to shock the sensibility of any one. The commissioners who investigated those claims state that three individuals, who were utterly incapable of exercising "any providence or forethought," had been permitted, or rather tempted, to purchase goods, &c., to the amount of \$45,468. The claims presented against them, respectively, were for \$13,974, \$14,894, and \$16,600. As samples, illustrating the character of the sales made to individual Indians between the date of the treaty and its ratification by the Senate, and for which claims were thus preferred against the common funds of the tribe, we have procured a statement of the *items* embraced in an account for \$3,088 85, presented by one firm for goods sold on one and the same day to an individual Indian; also, the items of an account for \$3,144, presented by another firm against the same Indian, for

goods purporting to have been sold to him at three times, and all within the space of one month. The Indian thus favored, is represented to the department as a worthless, dissipated man, without any family.

Items of the account first referred to, viz:

| | |
|---|----------|
| 51 blankets..... | \$277 00 |
| 44 pairs shoes..... | 92 00 |
| 39 pairs boots..... | 240 00 |
| Hardware, (knives, forks, &c.,)..... | 20 50 |
| 36 handkerchiefs..... | 61 00 |
| 3 silk umbrellas..... | 18 00 |
| Sleigh and other bells..... | 71 50 |
| 767 yards calico..... | 289 32 |
| 82 $\frac{1}{2}$ yards flannel..... | 103 13 |
| 102 $\frac{1}{2}$ yards chintz..... | 66 85 |
| 533 yards bleached muslin..... | 199 88 |
| 90 $\frac{3}{4}$ yards merino and mous. de laine..... | 119 50 |
| 650 yards shirting..... | 218 88 |
| 1 shawl..... | 3 75 |
| 61 yards twilled muslin..... | 22 88 |
| Bags..... | 10 00 |
| 1 comfort..... | 3 00 |
| 47 yards bed-tick..... | 58 75 |
| 122 $\frac{1}{2}$ yards Kentucky jeans..... | 306 25 |
| 109 $\frac{3}{4}$ yards cloths of various kinds..... | 488 50 |
| 5 fur caps..... | 60 00 |
| 2 yests..... | 20 00 |
| 2 coats..... | 64 00 |
| 2 stocks..... | 7 00 |
| Pins and tape..... | 15 00 |
| 2 dozen scissors..... | 18 00 |
| 6 breast-plates, and 1 pair spurs..... | 51 00 |
| 1 dozen horse brushes..... | 12 00 |
| 2 dozen axes..... | 60 00 |
| 413 pounds lead..... | 51 63 |
| Powder..... | 20 00 |
| 4 pairs gloves..... | 8 00 |
| 1 hat..... | 6 00 |
| Soap..... | 30 00 |

Items of the second account against the same Indian.

| | |
|--|----------|
| 88 yards cloth..... | \$844 00 |
| 110 handkerchiefs..... | 80 87 |
| 19 pairs gloves..... | 21 00 |
| 115 yards satinnet..... | 270 49 |
| 1 dozen pairs combs..... | 2 25 |
| 31 shawls..... | 69 50 |
| 59 knives..... | 80 12 |
| 17 $\frac{1}{4}$ yards Circassian..... | 23 72 |

| | |
|--------------------------------|--------|
| 239 yards cotton..... | 77'84 |
| 1 pound thread..... | 2 00 |
| 77 yards muslin..... | 46 77 |
| China and earthenware..... | 105 83 |
| 2 pairs steelyards..... | 6 75 |
| 1 box soap..... | 1 50 |
| 50 locks..... | 9 25 |
| 1 pair chains..... | 1 13 |
| 6 razors..... | 6 00 |
| 54 raw hides..... | 6 75 |
| 27 hoes..... | 27 00 |
| 7 pairs scissors..... | 3 06 |
| 3 horse cards..... | 1 31 |
| 1 dozen hats..... | 60 00 |
| 67 skeins of silk..... | 2 31 |
| 32 pieces ribbon..... | 88 12 |
| 2 caps..... | 50 00 |
| 2 stocks..... | 5 00 |
| 10 yards merino..... | 10 00 |
| 67½ yards cassimere..... | 121 81 |
| 912½ yards calico..... | 424 13 |
| 1 pair andirons..... | 6 50 |
| 109 cords..... | 29 65 |
| 50½ yards check..... | 18 94 |
| 1½ yard vesting..... | 2 00 |
| 6 whips..... | 9 00 |
| 2 yards velvet..... | 16 00 |
| 2 dozen blacking..... | 4 50 |
| 2 handsaws..... | 4 00 |
| 1 gross screws..... | 4 00 |
| 10 pairs snuffers..... | 3 75 |
| 13½ sets knives and forks..... | 10 00 |
| 21 sets spoons..... | 21 88 |
| 4 frying pans..... | 3 00 |
| 2 brass kettles..... | 4 25 |
| 2 axes..... | 6 00 |
| 119 boxes matches..... | 17 85 |
| 4 yards baize..... | 3 00 |
| 5 pairs braces..... | 5 00 |
| 5 blankets..... | 70 00 |
| 77 pairs shoes..... | 205 00 |
| 35 pairs hose..... | 38 00 |
| 6 umbrellas..... | 21 00 |
| Cash..... | 14 50 |
| 4 shovels and tongs..... | 7 63 |
| 47 yards drilling..... | 20 56 |
| 54 yards gingham..... | 40 50 |
| 50 spools thread..... | 6 25 |
| 2 gross tape..... | 2 00 |
| 6 skeins silk..... | 38 |
| 44 brushes..... | 26 16 |

| | |
|-------------------------|-------|
| 1 package pins..... | 3 00 |
| 19 pairs butts..... | 6 81 |
| 2 hammers..... | 2 00 |
| 4 razor straps..... | 4 00 |
| 36 files..... | 30 00 |
| 4 gridirons..... | 7 00 |
| 7 chisels..... | 6 38 |
| 1 dozen balls wick..... | 4 50 |
| 6 sieves..... | 6 00 |
| 1 basket..... | 75 |
| 7 yards lawn..... | 7 00 |

Here is another specimen of the magnitude of the sales, during the period referred to, to these deluded people, being a claim of \$6,050 21 presented against the common funds, for goods alleged to have been sold, at two different times, within five days, to a female, who does not even appear to be enrolled among those who are recognized as heads of families. The following are a part of the articles charged on the first day, viz:

| | |
|--|----------|
| 877 yards calico..... | \$545 75 |
| 58 pieces ribbon..... | 213 00 |
| 12 bridles, at an average of \$15 each..... | 180 00 |
| 26 blankets, at an average of \$21.15 each..... | 550 00 |
| 127 shawls, at an average of \$6 95 each..... | 883 00 |
| 86½ yards cloth, at an average of \$9 04 per yard..... | 787 00 |
| 80 handkerchiefs, at an average of 62½ cents each..... | 50 00 |
| 2 coats, at an average of \$30 each..... | 60 00 |

Of the goods charged on the same day, the following are prominent:

| | |
|------------------------|----------|
| 15 blankets..... | \$358 00 |
| 6 vests..... | 48 00 |
| 108 pieces riband..... | 285 00 |
| 7 trunks..... | 20 00 |
| 3 coats..... | 125 00 |
| 2 cloaks..... | 60 00 |
| 416 yards calico..... | 276 75 |
| 140 shawls..... | 616 00 |
| 36 yards silk..... | 60 00 |
| 61 handkerchiefs..... | 34 50 |

We also give some of the items of a claim presented by the same firm for goods, purporting to have been sold at four different times—all occurring within one month—to a female, whose family is represented by the agent to have consisted of only two persons, viz:

| | |
|-------------------------------------|----------|
| 10 surtout coats, at \$45 each..... | \$450 00 |
| 2 surtout coats, at \$35 each..... | 70 00 |
| 3 surtout coats, at \$30 each..... | 90 00 |
| 1 pea coat..... | 25 00 |

| | | | |
|------|--|-------|----|
| 1 | camlet cloak..... | 35 | 00 |
| 13 | vests; 9 at \$8 each; and 4 at \$7 each..... | 100 | 00 |
| 119 | pieces riband..... | 429 | 00 |
| 10 | yards cloth; at \$10..... | 100 | 00 |
| 12 | yards cloth; at \$5..... | 60 | 00 |
| 74 | yards satinnet, at \$2..... | 148 | 00 |
| 432 | yards calico; at 50 cents..... | 216 | 00 |
| 616 | yards chintz, at 75 cents..... | 462 | 00 |
| 187½ | yards sheeting; at 50 cents..... | 93 | 75 |
| 126 | handkerchiefs, for..... | 67 | 50 |
| 34 | cloth blankets, at \$30 each..... | 1,020 | 00 |
| 2 | pairs 3 pt. blankets, at \$18 each..... | 36 | 00 |
| 2 | cloth blankets, at \$15 each..... | 30 | 00 |
| 4 | blankets, for..... | 18 | 00 |
| 5 | shawls, at \$20 each..... | 100 | 00 |
| 8 | shawls; at \$10 each..... | 80 | 00 |
| 11 | shawls; at \$8 each..... | 88 | 00 |
| 24 | shawls; at \$5 each..... | 120 | 00 |
| 172 | shawls, for..... | 585 | 00 |
| 90 | steel chains..... | 90 | 00 |
| 12 | bridles, at \$15 each..... | 180 | 00 |
| 50 | bridles, at \$5 each..... | 25 | 00 |
| 24 | sürcingles, for..... | 27 | 00 |

Statements of a similar character might be extended to a great length, showing the iniquities which have been practised upon these ignorant and deluded people, in relation to the use and application of their annuities, which were designed for their support in times of want; and for their improvement and civilization, and showing also the absolute necessity which existed for a change in the former system of payments. Another batch of claims of a more recent date was presented some time since against the same Indians, and they persuaded to violate their treaty stipulations, and refused to remove from the lands in Indiana, which they had ceded to the United States as above, until the appearance among them of a well-organized military force convinced them of the folly and error of their course.

The department has been actively and energetically engaged for some time in reforming the whole Indian system; and, as one means of effecting that great object, it is determined to arrest this cruel waste and outrageous misapplication of the government's bounty. Legitimate and fair trading will be encouraged; and those who engage in it, and conduct their business in conformity with the laws and common dictates of justice and humanity, will everywhere be sustained and protected in their rights, their persons, and property, whilst the cormorant, who is constantly laboring to bring the Indians under the control of his own influence, and to alienate their respect and confidence from the government, only to rob them of their pittance; will, if possible, be excluded from their country.

FILE No. 1.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, November 22, 1847.

SIR: I have the honor to enclose, for your consideration, a paper addressed this day to Messrs. W. G. & G. W. Ewing, revoking their license to trade with the Sac and Fox Indians, in the Sac and Fox agency. I would refer you to the letter of Mr. De Baun, forwarded from this office on the 20th instant, which is, to my mind, sufficient evidence of the connexion of that firm in suppressing the instructions forwarded from this office to Mr. Beach, in relation to the payment of the Sac and Fox annuity.

Messrs. Ewing have been the principal traders for the Fox Indians for a number of years. They are reduced to the lowest penury, dividing this year three dollars for each sent out, of an annuity of about \$33 for each. This sum to clothe and subsist them for one year. I state this to show that they are unsuitable persons to trade with the Fox Indians,

I have the honor to be, sir, most respectfully, your obedient servant,

TH. H. HARVEY,
Superintendent Indian Affairs.

Hon. WM. MEDILL,
Commissioner Indian Affairs,
Washington City.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, November 22, 1847.

GENTLEMEN: The recent payment of the Sac and Fox annuity, in violation of positive instructions, which, it is alleged, was brought about by the influence of yourself and others; and the suppression or destruction of a packet, supposed to contain the special instructions for Mr. Beach's government in making that payment, by a Mr. Harris, who is understood to be in your employment, warrant me in revoking your license to trade with the Sacs and Foxes in the Sac and Fox agency. Your license is accordingly hereby revoked, and you are forbidden to trade with these Indians until this interdiction be removed.

This act of mine, I shall, of course, immediately report to the proper department, to which you are aware that you have the right to appeal.

Very respectfully, your most obedient servant,

TH. H. HARVEY,
Superintendent Indian Affairs.

Messrs. W. G. & G. W. EWING.

FILE No. 2.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, November 20, 1847.

SIR: On the 4th of October last, Mr. Haverty forwarded to you a letter from Agent Beach, stating that he had licensed J. B. Scott and P. Chouteau, jr., & Co., to trade with the Sac and Fox Indians.

I enclose, herewith, a written statement of Mr. De Baun, of this city, in relation to the mail which he took from Westport for Major Beach, and which, no doubt, contained the instructions sent to him on the 8th September from this office.

The statement of Mr. D. clearly indicates that the instructions were kept from Mr. Beach by the traders. The conversation of Mr. Sarpy, had with Mr. De Baun, should disqualify him from having any connexion whatever with the Indian country. I would, therefore, suggest that your approbation of the license be withheld in both cases. Indeed, I doubt whether any persons connected with the trade at the Sac and Foxes, either as principal or assistant, should be permitted to remain, for there can be no reasonable doubt but the late occurrences were the result of the management of the traders.

After receiving the instructions, I made no concealment of their tenor.

I hope, in a short time, to be able to communicate the report of Major Sublette, in relation to the Sac and Fox payment, also information as to the premeditated attempt to defeat the law at another payment.

I have the honor to be, sir, very respectfully, your obedient servant,

TH. H. HARVEY,
Superintendent of Indian Affairs.

HON. W. MEDILL,
Commissioner of Indian Affairs,
Washington City.

P. S.—Mr. De Baun is the gentleman referred to in my supplemental report of yesterday's date, (19th.)

ST. LOUIS, November 16, 1847.

SIR: In compliance with your request, I will state, as briefly as possible, the circumstances under which I became the bearer of the late mail from Westport to Major John Beach, United States Indian agent, in September last, and the disposition made by me of said mail.

I arrived at Kansas, on the 10th of September last, on my way to the agency of the Sac and Fox Indians; and, learning that the instructions had not arrived at Westport, I remained there, and at Westport, until Tuesday, the 14th September, on which day Mr.

J. B. Sarpy, (of the firm of P. Chouteau, jr., & Co.,) arrived from St. Louis, who stated to me that the instructions were mailed at St. Louis on Thursday previous, and would probably arrive at Westport the next day. Mr. S. and myself went to Westport that evening; we remained there over night; the next morning (Wednesday, 15th) Mr. S. came to my room at an early hour, and stated to me that our interests were identified in the Indian country, and he, knowing the tenor of the instructions, the only way in which, or the best course to be pursued under the circumstances, was for us to go out, (in case the instructions did not arrive by that morning's mail,) and get up an excitement among the Indians, and have them demand their money, whereby a national payment might be had; if successful, the traders would get a large existing debt, which would enable them to pay up the debt due the house for which I was acting, and all would be benefitted; otherwise, the traders would be broken up and ruined, by the unexampled and unwarrantable interposition of government. I was at a loss to know why such a proposition was made to me, being an entire stranger to the Indians, and having no knowledge of the trade or tricks of traders, consequently no influence to exert in any way.

The mail arrived from St. Louis about 10 o'clock, and not bringing the instructions, Mr. Sarpy immediately left for the agency. I placed no confidence in the project, and being anxious to have the payment come off at the earliest day possible, and to accomplish this object and to facilitate my return home, I proposed to E. Price, postmaster at Westport, that if he would give me an order I would go down to Independence, at which place the next mail arrived that (Wednesday) evening, and would remain over until the Saturday following, and bring up the mail, in advance of the time, at my own expense, as I was anxious to have the payment made and get home; whereupon he gave me an order. I went to Independence and back that evening, bringing the letter mail, and next morning (September 16) left with a mail, marked "John Beach, United States Indian agent, Sac and Fox agency," containing (as I supposed) the instructions.

On Friday morning, September 17th, at an early hour, a few miles beyond "Roger's or Bull creek," I met a Mr. Harris, a young man in the employ of the Messrs. Ewing, with whom I had a slight acquaintance, riding at a *furiosus* rate. His first inquiry was, "have you the mail;" or instructions? I replied that I had a mail, and supposed it contained the instructions for Major Beach. He requested me to give it to him. I refused to give it up, saying that it had been entrusted to me by Mr. Price, at Westport, and that I was responsible for its safe delivery. Mr. Harris then stated that the Indians were excited and very clamorous, and that Major Beach was placed in a very unpleasant position, and that it was very important he should have the instructions without delay; and in order to get them there as soon as possible, he had a change of horses (which was false) and could get in some hours in advance of me; and as evidence of the truth of his statement, he produced an order from Major Beach on E. Price, postmaster, at Westport, for

the mail. Knowing it to be Major Beach's hand writing, I thereupon delivered the mail to said Harris.

After my arrival at the agency, I was favored with recitals from the traders of their grievances and utter ruin, by the acts of the government. Among those, loudest in the abuse of the government in general and *Mr. Medill in particular*, I will name Colonel G. W. Ewing, and the firm designated "the company."

Being entirely unacquainted with the trade and the tricks and rascality of some of the traders, also the law regulating the payments, I was in some measure induced to believe that there was some cause of complaint, (not having heard the other side of the story.)

The day after my arrival I called on Major Beach, and in the course of conversation, he remarked that he should resign as soon as the payment was over. I asked him if he had the instructions? He replied that he had not—the reason they had not been forwarded, he was at a loss to know. He read to me a "talk" he had with the Indians on that day, in which they demanded the payment of their money. I asked him if he was going to pay it without the instructions? I understood him to say that if they got it they would have to take it by force. This was on Saturday evening, September 18th. During the next day (Sunday) I observed the traders busily engaged training the Indians, and urging them on (as I was told) to demand the payment of their annuities. The result is already a matter of public history.

I witnessed their paying of the money on Monday. After deducting certain accounts against the Indians, there was paid to each tribe about \$36,000, out of which the Sacs paid (nationally) to the "company" \$10,000, to Kenzie \$6,000; the Foxes paid the Ewings \$21,600, and Scotts \$9,000. I was called upon by Major Beach to help him divide the remainder among the Indians; and there was paid to the Sacs \$11 each, and \$3 to the Foxes.

Before leaving the agency for home, I learned, to my surprise, that the mail I had delivered to Mr. Harris had not been delivered to Major Beach. I returned by way of the Pottowatomie agency, and there met Mr. Harris, to whom I had delivered the mail; and in interrogating him upon the subject, he stated that he had taken it in and delivered it to a person at the store of the company, who had handed him the order; his name, he said, he did not remember. *He requested me not to say anything about it.* I replied, that I should *most certainly explain the matter to Major Beach*, and did so on my arrival at St. Louis, where I met him soon after I arrived.

Very respectfully,

GEO. DE BAUN, Jr.

Major T. H. HARVEY,

Superintendent Indian Affairs, St. Louis.

FILE No. 3.

WASHINGTON, January 20, 1848.

SIR: Enclosed I send you the application of W. G. & G. W. Ewing for an appeal from the decision of the superintendent of Indian affairs at St. Louis, by which their license as traders in the Indian country has been summarily revoked. They give the most positive assurance of their ability to overthrow the testimony upon which the revocation took place, and I know they occupy the position of gentlemen, whose word ought to be entitled to credit until they forfeit it.

I know nothing about the matter, except what I derive from this document, but from the character of the applicants and the case made out, I bespeak for them a re-hearing, in order that they may have a chance of defending themselves.

Most respectfully, your obedient servant,

JAS. B. BOWLIN.

Hon. Wm. L. MARCY.

St. Louis, January 8, 1848.

The undersigned having just learned with surprise that their license to trade with the Sac and Fox Indians has been *revoked* by Major Thomas H. Harvey, superintendent of Indian affairs at this place, and, as they humbly conceive, upon most unjustifiable, if not flimsy grounds, desire most respectfully and earnestly to appeal from his said decision and revocation, dated November 22, 1847, and will add that this notice was given in our absence, and that until very recently we were entirely ignorant of any such procedure.

We are informed by the superintendent, in reply to our inquiry, that his grounds and reasons for revoking our said license was and is the statement of Geo. De Baun, which he procured (privately) about the 16th November last, and of which he, the superintendent, has favored us, at our request, with a copy.

This, then, being the sole grounds, as admitted by the superintendent, for his hasty action, and which so materially and injuriously affects our rights and privileges, we earnestly request the right of an appeal from his unjust and hasty decision, that we may be afforded the opportunity to prove the falsity of said De Baun's declarations, so far as they make any reference to us.

Upon the granting, as we doubt not for a moment your excellency will, the appeal which we now ask, and which is provided for, we believe, in all such cases, we shall lose no time in filing our defence with your excellency. The allegations of Mr. De Baun are gratuitous, and so far as we are concerned, *false* and *malicious*, and we hope to be able to show this to your entire satisfaction, not by mere idle statements alone, upon which it seems Major Harvey based his official act of, unprovoked injustice towards us, but by the *testimony* of highly respectable and creditable men, whose affida-

vits we will soon forward to you, accompanied with a statement setting forth our great grievances, the nature of our defence, and refutation of the *false and garbled* statement of Mr. De Baur.

We will add that we conceive our license has been most hastily and without any just cause revoked; great injury and injustice is done us, our privileges are taken from us without affording us an opportunity of being heard in our defence.

Our house has been closed since the 2d of last month, as we are informed by our clerk in charge at Sac and Fox post, a large amount of goods on hand, many credits now due us from those people; and our men idle, yet at heavy expenses to us. We cannot but hope your excellency will hear the case at once and grant us prompt relief.

We are without remedy so far as this man De Baur is concerned; he is worth nothing; therefore, though we should prove and show special damages, and that the wrong is done us through his *malice and falsehood*, yet we are without remedy.

With as little delay as possible we shall proceed to send forward to your excellency the proof upon which we hope and confidently expect to sustain our appeal, and to show that the act of Major Harvey, so full of injury to us, threatening as it does the ruin of our business, was rash, premature, and wholly unjustifiable.

We remain, with great respect, your most obedient servants,

W. G. & G. W. EWING.

Hon. Wm. L. MARCY,
Secretary of War.

FILE No. 4.

St. Louis, January 14, 1848.

SIR: On the 8th instant, the undersigned wrote and informed you that in a very short time we would send forward and file before you some of the testimony, in support of our defence in the recent case of the revocation of one of our licenses, by Major Harvey.

We now desire to state that we are preparing the same, and that but for the indisposition of the writer of this, (George W. Ewing, now confined to his room by inflammation of his eyes,) it would have been in readiness, and sent forward, before this time.

We hope the Hon. Secretary of War will not think us guilty of wilful neglect in this matter, for we can assure him that we feel exceedingly mortified and hurt at the course pursued by the superintendent, as well as indignant at the base and malicious falsehoods of Mr. De Baur. No time (except what is absolutely required) will be lost on our part in indignantly meeting, and, we trust, triumphantly *repelling* and refuting those *false* allegations.

It necessarily requires some time to prepare our defence, and this has been lengthened out some in consequence of the indisposition of our George W. Ewing. Hoping that the Hon. Secretary

will extend to us a little indulgence, we remain, with great respect,
your obedient servants,

W. G. & G. W. EWING.

Hon. WM. L. MARCY,
Secretary of War.

A.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, November 22, 1847.

GENTLEMEN: The recent payment of the Sac and Fox annuity, in violation of positive instructions, which it is alleged was brought about by the influence of yourself and others, and the suppression or destruction of a packet, supposed to contain the special instructions for Mr. Beach's government in making the payment; by a Mr. Harris; who is understood to be in your employment, warranted me in revoking your license to trade with the said Sac and Foxes, in the said Fox agency. Your license is accordingly hereby revoked, and you are forbidden to trade with these Indians until this interdiction be removed. This act of mine I shall, of course, immediately report to the proper department, to which, you are aware, that you have the right to appeal.

Very respectfully, your most obedient servant,

TH. H. HARVEY,

Superintendent Indian Affairs.

Messrs. W. G. & G. W. EWING.

B.

ST. LOUIS, November 16, 1847.

Sir: In compliance with your request I will state, as briefly as possible, the circumstances under which I became the bearer of the late mail from Westport to Major John Beach, United States Indian agent, in September last, and the disposition made by me of said mail.

I arrived at Kansas on the 10th September last, on my way to the agency of the Sac and Fox Indians, and learning that the instructions had not arrived at that post, I remained there and at Westport until Tuesday, the 14th September, on which day Mr. J. B. Sargey (of the firm of P. Chouteau, jr., & Co.) arrived from St. Louis, who stated to me that the instructions were mailed at St. Louis on Thursday previous, and would probably arrive at Westport the next day. Mr. S. and myself went to Westport that evening; remained there over night. The next morning (Wednesday, the 15th) Mr. S. came to my room at an early hour, and stated to me that our interests were identified in the Indian country, and he, knowing the tenor of the instructions, the only way in which, or the best course to be pursued under the circumstances,

was for us to go out (in case the instructions did not arrive by the morning's mail) and get up an excitement among the Indians, and have them demand their money, whereby a national payment might be had. If successful, the traders would get a large existing debt, which would enable them to pay me the debt due the house for which I was acting, and all would be benefitted; otherwise, the traders would be broke up and ruined by the unexampled and unwarrantable interference of the government. I was at a loss to know why such a proposition was made to me, being an entire stranger to the Indians, and having no knowledge of the trade or tricks of traders, consequently, no influence to exert in any way.

The mail arrived from St. Louis about 10 o'clock, and not bringing the instructions, Mr. Sarpy immediately left for the agency. I placed no confidence in the project, and being anxious to have the payment come off at the earliest day possible, and to accomplish this object and to facilitate my return home, I proposed to E. Price, postmaster at Westport, that if he would give me an order I would go down to Independence, at which place the next mail arrived that (Wednesday) evening, and would remain over until the Saturday following, and bring up the mail, in advance of the time, at my own expense, as I was anxious to have the payment made and get home; whereupon he gave me an order. I went to Independence and back that evening, bringing the letter mail, and next morning (September 16) left with a mail, marked "John Beach, United States Indian agent, Sac and Fox agency," containing, as I supposed, the instructions.

On Friday morning, September 17, at an early hour, a few miles beyond "Rogers, or Bull creek," I met Mr. Harris, a young man in the employ of the Messrs. Ewing, with whom I had a slight acquaintance, riding at a *furiosus* rate. His first inquiry was, "have you the mail," or instructions? I replied that I had a mail, and supposed it contained the instructions for Major Beach. He requested me to give it to him. I refused to give it up, saying that it had been entrusted to me by Mr. Price, at Westport, and that I was responsible for its safe delivery. Mr. H. then stated that the Indians were excited and very clamorous, and that Major Beach was placed in a very unpleasant position, and it was very important that he should have the instructions without delay; and in order to get them there as soon as possible, he had a change of horses, (which was false,) and could get in some hours in advance of me; and, as evidence of the truth of his statement, he produced an order from Major Beach on E. Price, postmaster at Westport, for the mail. Knowing it to be Major B.'s hand-writing, I thereupon delivered the mail to said Harris.

After my arrival at the agency, I was favored with recitals from the traders of their grievances and utter ruin, by the acts of the government. Among those loudest in the abuse of the government in general, and *Mr. Medill in particular*, I will name Colonel G. W. Ewing, and the firm designated "the company."

Being actually unacquainted with the trade and the tricks and rascality of some of the traders, also the law regulating the pay-

ments, I was in some measure induced to believe that there was some cause of complaint, (not having heard the other side of the story.)

The day after my arrival I called on Major Beach, and in the course of conversation, he remarked that he should resign as soon as the payment was over. I asked him if he had the instructions? He replied that he had not; the reason they had not been forwarded he was at a loss to know. He read to me a "talk" he had with the Indians on that day, in which they demanded the payment of their money. I asked him if he was going to pay it without the instructions? I understood him to say that if they got it they would have to take it by force. This was on Saturday evening, September 18. During the next day, (Sunday,) I observed the traders busily engaged training the Indians, and urging them on (as I was told) to demand the payment of their annuities. The result is already a matter of public history.

I witnessed the paying of the money on Monday. After deducting certain accounts against the Indians, there was paid to each tribe about \$36,000, out of which the Sacs paid (nationally) to the "company" \$10,000; to Kenzie \$6,000. The Foxes paid the Ewings \$21,600, and Scotts \$9,000. I was called upon by Major Beach, to help him divide the remainder among the Indians, and there was paid to the Sacs \$11 each, and \$3 to the Foxes.

Before leaving the agency for home I learned, to my surprise, that the mail I had delivered to Mr. Harris had not been delivered to Major Beach. I returned by way of the Pottowattomie agency, and there met Harris to whom I had delivered the mail, and in interrogating him upon the subject, he stated that he had taken it in and delivered it to a person at the store of the company, who had handed him the order; his name, he said, he did not remember. *He requested me not to say anything about it.* I replied, that I should most certainly explain the matter to Major Beach; and did so, on my arrival at St. Louis, where I met him soon after I arrived.

Very respectfully,

GEO. DE BAUN, Jr.

Major TH. H. HARVEY,

Superintendent Indian Affairs, St. Louis.

C.

STATE OF MISSOURI, }
County of St. Louis, } ss:

This day personally appeared before the undersigned, George A. Hyde, both a justice of the peace and notary public, within and for the county aforesaid, duly commissioned and qualified, and acting in both said capacities and offices; the deponent, William Phelps, of lawful age, to wit: of the age of thirty-eight years, who, being first y me duly sworn on his oath, says that his place of residence is at

present at Lewiston, in the county of Fulton, in the State of Illinois. This deponent further says that, for many years previous to this time, he had been engaged in the Sac and Fox Indian trade, in connexion with his brother, S. S. Phelps, but had entirely withdrawn from the outfit last fall, to wit: 1846. That his said brother was still interested with Messrs. P. Chouteau, jr., & Co., in their Sac and Fox trade, before referred to; and that his brother, being in very poor health, had written to this deponent to go up, if convenient, to said outfit, and assist him at the payment of the Indian annuities. Accordingly this deponent, upon the receipt of his brother's letter, left Lewiston, his place of residence, in the State of Illinois, and, travelling across the country by land, arrived at Kansas, in Jackson county, Missouri, on or about the 13th day of last September. There this deponent met with John B. Sarpy, esq., of the city of St. Louis, and from there they travelled together to the trading house of Messrs. P. Chouteau, jr., & Co., which is situated near the Sac and Fox agency, some 65 miles southwest from the town of Westport, Missouri.

Whilst at Westport, and previous to setting out for the Sac and Fox country, (which deponent thinks was about the 13th or 14th of September, as before stated,) George De Baun, the gentleman now here present, and known as the clerk or agent of the late firm of Messrs. Powell & Wilson, of the city of St. Louis, came to this deponent and asked him if he (deponent) would not go with him, the said De Baun, back or down to Independence, which is some 12 or 15 miles eastward from Westport, to get the mail. Deponent declined doing so, stating that he had made his arrangements to go on out to the Sac and Fox country that morning in company with Mr. Sarpy, who was going out in a small carriage.

The said De Baun then stated to this deponent that he had resolved to go back to Independence and get the mail, (meaning, as deponent understood it, the letters and papers destined for the Sac and Fox agency,) and keep it out of the way, as deponent inferred from his remarks and manner at the time. This deponent was not engaged at that time in said Sac and Fox trade, nor had not been since the previous fall, as before stated. No further conversation took place at that time between said De Baun and this deponent. Deponent left Westport soon after this, on the same day, in company with Mr. Sarpy, and proceeded on to the trading house of Messrs. P. Chouteau, jr., & Co., situated, as before stated, in the Sac and Fox country, distant about three-quarters of a mile from the agency.

On Saturday morning, the 18th day of September last, (as deponent thinks it was,) the said De Baun came to the said trading house, where this deponent was, having, as he said, arrived the evening previous, and stopped at the trading house of Messrs. Scott, distant about a half mile from P. Chouteau, jr., & Co.'s trading post. Deponent asked the said De Baun if he had been to Independence since they parted at Westport, a few days previous. He replied that he had. Deponent then asked him if he had got the mail. He replied that he had got it. Deponent then asked him if

he had brought it, or what he had done with it. The said De Baun here made signs and hints, and gave looks to show (as deponent thought): that he, the said De Baun, was smart, or, at any rate, seemed to think so himself; and, in reply, he said to this deponent about as follows, as near as he can now recollect his words: "I have it; all is safe," or "it is all right; a part of it (such as I think will do) the agent can have now; the other part has gone round on a *pleasure* excursion, by the way of the Potawatomie agency, and will not be here for a week or two." Deponent is not positive whether he said a "part" or all had gone; thinks he said a part.

This was in the morning, about 8 o'clock. Nothing more was said, as deponent now recollects, at that time by the said De Baun to him. The said De Baun left, and went on up towards the agency, about an hour afterwards. Deponent also went up to the agency, having understood that there was to be a council that day between the Indians and their agent, Major Beach. The said De Baun was there at the agency, and in the company of the agent and many other gentlemen, who were there. The council was organized, and the Indians told the agent they wanted their money; that they understood that he had been down to St. Louis and had got it, and they wanted it. The agent, in reply, told them it was true he had been down to St. Louis after their annuity, and that it was there in his room, *all* that was due them for that year; but that he was waiting for further orders, or some more papers, which he expected soon to receive, and that until he did receive them, he would not make the payment; that he had been looking anxiously for these papers, and was surprised that they had not come to hand; that he had received his regular mails up to then, yet no instructions or advices from Major Harvey; that he was as anxious to pay them their money as they were to receive it; that it was there on his hands, and he wanted to get rid of the charge and responsibility of it just as soon as possible.

The council broke up for that day; the Indians, however, expressing great dissatisfaction at the delay; they were unusually excited, as this deponent thought. Some of the principal chiefs, head men and braves withdrew from the council and went out to themselves, and there seemed earnestly engaged amongst themselves. They then came back into the general council; many of them made violent speeches to the agent, and said that the next time they came for their money (which would be in a day or two) they intended to have it, and they wanted him to be ready to set it out to them; that it was theirs, and they wanted it; if he did not do so, they would take it.

During this council the said De Baun was within the circle and sitting very near to the agent, and as this deponent thinks, must have heard all that was said by the agent, when he was expressing his surprise and disappointment at not having received his instructions, and telling the Indians, in council, that he expected them; yet the said De Baun never, as deponent thinks, told him anything about the mail or any package, notwithstanding he was close by the

agent, and must have heard all that was said. He did not inform the agent that he had started out with his mail or instructions; or say a word about it, as this deponent thinks and believes; but he had previously informed this deponent that he "had disposed of it," and sent a part of it on a "pleasure excursion," as before stated.

Deponent thinks that the said De Baun spent much of his time in company with the agent, at the agency, from that time (which was Saturday) until the following Monday, which was the day on which the payment was made. Deponent saw him there again on that day; he was present all the time, and, deponent thinks, he was called upon by the agent to witness the payment, receipts, and the delivery of the money over to the nation. The agent again stated that he had not received any new instructions, and therefore could only make the payment (which the Indians had, as deponent understood it, peremptorily and positively demanded him to do) under the laws and regulations then in his possession.

This declaration, or words to this import, was made by the agent in the presence of all there, in open council; after which, proceeded to pay out the money. The said De Baun was there present; and, deponent thinks, heard all that was said, as he was most of the time standing or sitting near the agent, and seemed to be rather aiding him, as deponent thought; and is quite certain he was called upon, by the agent, to sign as a witness to the receipts.

Deponent knows the said De Baun, now here present, to be the same gentleman referred to in this deposition, and the same man who he saw at Westport and at the Sac and Fox agency, last September.

This deponent, during his stay at Sac and Fox agency, was frequently up at the trading house of William G. & G. W. Ewing; was acquainted with their clerks and men at that post; he saw no man there by the name of Harris.

Deponent further states that one or two days after the payment had been made, said De Baun came to the store of P. Chouteau, jr., & Co., (where this deponent then was,) and expressed himself very much dissatisfied because he, said De Baun, had got no money; said he thought they (meaning the traders generally, as the deponent inferred) ought to give him some money, as he had been so "instrumental" in causing the national payment to be made, and "had been the means of its being made as it was," and that but for him "it would not have gone off so;" that he had stayed back, intercepted the mail, and prevented the instructions from reaching the agent, and had sent them on a "pleasure excursion" around by the Pottawatomie agency, and that he thought, as this "had been a great benefit to the traders," they ought to let him have some money.

Deponent thinks that it was not after but before he got to the Sac and Fox country that the said De Baun first resolved on suppressing the mail, but that it was his design and intention to do so when he talked to this deponent at Westport, four days previous.

When deponent first saw said De Baun at the trading house of Messrs. P. Chouteau, jr., & Co., on the morning of the 13th Sep-

tember, he told this deponent he had "sent the mail out of the way." Deponent does not think he had then seen either Mr. Sarpy, S. S. Phelps, or G. W. Ewing, for he must have arrived late the evening before and stopped with Messrs. Scott, whose trading house was some distance from the trading house of Messrs. P. Chouteau, jr. & Co. and of William G. & George W. Ewing.

Said deponent, after consultation with said De Baun, and before signing this affidavit, thinks that the main Indian council, alluded to, was held on Monday and Friday, and that it was not on Saturday that the *main* Indian council was held; but saw said De Baun on Saturday at the agents, and present at the Indian council of that day, in company with the agent, as before stated.

WILLIAM PHELPS:

STATE OF MISSOURI, }
County of St. Louis, } ss.

On the day of the date hereof, before me, a notary public and justice of the peace, in and for said county and State, personally came and appeared William Phelps, and signed the foregoing affidavit in my presence; and the said William Phelps, being by me, at the same time, duly sworn upon his oath, declares and says that the facts stated and set forth in the said above affidavit, so by him signed, all and each of them are true.

Witness my hand and official seal at the city of St. Louis, Missouri, this twenty-ninth day of December, eighteen hundred and forty-seven.

GEORGE A. HYDE,

Notary Public and Justice of the Peace.

Nota Bene.—The said De Baun was present in my office at the time Wm. Phelps signed the within affidavit. He took it and read it over, and after consultation with the deponent, William Phelps, there appeared no other difference of opinion between them in relation to it, except as to the days on which the main council was held with the Indians, and an alteration was made in the affidavit to that effect, by adding the last paragraph thereof.

GEORGE A. HYDE.

DECEMBER 29, 1847.

D.

STATE OF MISSOURI, }
County of St. Louis, } ss.

This day, personally appeared before the undersigned, George A. Hyde, both a justice of the peace and a notary public, within and for the county aforesaid, duly commissioned and qualified and acting in both capacities and offices, the deponent Isaac G. Baker, of lawful age, to wit: of the age of twenty-eight years, who being first by me duly sworn, on his oath, says: That his place of resi-

dence is at present, and has been for the last year, at or near the Sac and Fox agency, on the Osage river, west of the State of Missouri aforesaid. Deponent was at the trading house of P. Chouteau, jr., & Co., at Sac and Fox agency, last September; saw Mr. Geo. De Baun, jr., there, and understood he came for the purpose of collecting money of Messrs. Scott, traders at that agency. Said De Baun came there two or three days previous to the payment, which was made the 20th September last; saw him frequently to and at the payment, where he appeared very officious in assisting the agent, and must have heard the agent publicly state that he had not received the instructions, and that he did not, to my knowledge, ever whilst there, either before or after the payment was made, inform the agent that he knew anything about his mail or instructions whatever. Deponent is satisfied that he had ample time and opportunity to do so if he had desired. Some three or four days after the payment, deponent saw said De Baun again, when he was importuning Mr. A. B. Sarpy to loan Messrs. Scott \$1,000; as he expressed himself, that he was very much embarrassed. This Mr. Sarpy positively refused to do, and stated to Mr. De Baun that he had nothing whatever to do with the Messrs. Scott.

Mr. De Baun then informed deponent, in a very boisterous manner, that he "had been *prime mover* of the then late payment; that he had it in his power to have quashed it at any time;" the traders thereby being greatly indebted to him for the result; and that if he should utterly fail, he would make a noise they would regret; and further this deponent saith not.

ISAAC G. BAKER.

STATE OF MISSOURI, }
County of St. Louis, } ss.

On the day of the date hereof, before me, a notary public and justice of the peace, in and for said county and State, personally came and appeared Isaac G. Baker, who signed the foregoing affidavit in my presence; and at the same time, the said Isaac G. Baker being by me duly sworn upon his oath, declares and says, that the facts contained, set forth, and stated in the above affidavit, so by him signed, are and each of them is true.

Witness my hand and official seal, at the city of St. Louis, Missouri, this twenty-ninth day of December, eighteen hundred and forty-seven.

GEO. A. HYDE,

Notary Public and Justice of the Peace.

F.

STATE OF MISSOURI, }
 County of St. Louis, } ss.

This day personally appeared before the undersigned, George A. Hyde, both a justice of the peace and a notary public, within and for the county aforesaid, duly commissioned and qualified, and acting in both said capacities and offices, the deponent, John B. Sarpy, of the city and county of St. Louis aforesaid, of lawful age, to wit: of the age of forty-nine years, who, being first by me duly sworn, on his oath says that his place of residence is at present at the city of St. Louis, in the county and State aforesaid, and says that some time in the month of September last this deponent landed at Kansas city, in the county of Jackson, Missouri, where he met Colonel A. J. Vaughan, Indian sub-agent. They were in conversation about the expected instructions from the superintendent of Indian affairs. Colonel Vaughan inquired of this deponent if he had brought up any packages or instructions; to which deponent replied in the negative. Whilst together, George De Baun, jr., clerk in the house of Powell & Wilson, late of St. Louis, came up and addressed me, asking if I had brought instructions. I told him I had not. He then asked me if I was going to proceed immediately out of the Sac and Fox agency. I told him I thought I should not, but that I had business that would take me up to Westport that evening. This was all that was said between us, and this was in the presence of Colonel Vaughan. I went to Westport that evening, but had previously met with Captain William Phelps, who was also going out to the Sac and Fox agency. We staid at Westport that night, and, after some consultation, concluded to travel on out together to the Sac and Fox post in a small wagon, as it would be less expensive out there than to remain at Westport. Accordingly, in the morning, deponent went back to Kansas (four or five miles from Westport) early, on some private business, and to see Col. Vaughan, and returned up to Westport again about 9 o'clock, a. m. When about ready to start for the Sac and Fox post, in company with Captain Phelps, deponent thought he would call on Mr. De Baun and inform him of his change of mind, and that he was then about starting out to the Sac and Foxes. Deponent inquired for Mr. De Baun, and was informed by the landlord that he was not yet up; went to his sleeping-room and woke him up, and informed him that he was going on out, and had come to him to give him the reasons for having changed his mind, and repeat to him that he had not the instructions or any public documents. In the course of this conversation Mr. De Baun informed deponent that he had large claims against Messrs. Scott & Kenzie, traders out at the Sac and Fox agency; that he was aware of the arrangements which had been made the winter previous, between Messrs. Kenzie & Whistler and the house of P. Chouteau, jr., & Co., and also between Messrs. Scott and the Messrs. Ewing; that he had seen, or learned, the condition of the contracts; knew that P. Chouteau, jr., & Co. and Messrs. Ewing were first to be paid, and said he did not expect to

get any money on the Powell & Wilson claims, then in his hands, against Messrs. Kenzie & Whistler and the Messrs. Scott, until they were first paid, and that there need be no hard feelings between him and deponent.

Deponent then stated that if the mode of payment had not been changed, but continued as in former years, he thought the Messrs. Scott & Kenzie would possibly have collected and realized enough to pay us and him too; and in all events, P. & W. might have more hope of getting money than when payment was made individually. Mr. De Baun then stated, he would stay there or go to Independence and get the mails, and get Mr. Price to allow him to carry it out, and then he would "*manage it*;" he said it was the only chance to go for a "chief payment," and, from the familiar manner he spoke of this thing, deponent could not but suppose that the Messrs. Scott & Kenzie had informed him, when in St. Louis, of the nature of their business with the Sac and Fox Indians, for he seemed to understand it perfectly, and to know not only their contract arrangements with P. Chouteau, jr., & Co. and Messrs. Ewing, (for the present year's supplies, 1847,) but also that Messrs. Scott & Kenzie had large national debts against these Indians, (the Sac and Foxes,) which they *could not* collect if the mode of making the payment should be changed from national to individual. Hence he stated his determination to aid them (the said Scott & Kenzie) all he could to have a national payment.

Deponent left Westport that morning, (on the 15th of September last,) and on the next day, Thursday, arrived (in company with Captain Phelps) at the trading house of P. Chouteau, jr., & Co., not far from the Sac and Fox agency. On the following day, Friday, September 17th, last, this deponent attended the council which was held by the agent at his agency house, with the Sac and Fox Indians. The Indians seemed all to be present. The council, he thought, was large and full. The Indians, with most of the principal chiefs and head-men made speeches to their agent, which, when interpreted to him, he understood to be asking for their money due them for the year 1847. They said they had waited a long while for it; many of their people were sick, and others were very anxious to get away on their fall hunts; that they understood he (the agent) had their money, and they wanted him to pay it, or set it out to them, as he had always done, and as they were promised when they made treaties that it should be done; that he had been down to St. Louis and got their money, and that it was now theirs, and they wanted it. Much more was said, but this seems to be the substance of the various speeches that were made to Major Beach.

In reply, the agent told them it was true he had been at St. Louis and had returned with the money; it was all, he said, ready, but he was told by Major Harvey that he would receive some instructions soon, and not to pay them until he got them; that he had been anxiously waiting for them and could not account for their delay; that he had received his regular mails to that time, but not a word from Major Harvey, or from Washington; that he could

not pay them until that paper came on. After expressing much disappointment and dissatisfaction at being refused their money by the agent, and conselling some time among themselves, the Indians again came forward into council, and apparently much excited and exasperated, told the agent that they were going away, but would come again the following day, and then they wanted him to hand them out their money; if he did not do so, they would take it; that it was theirs, and in their country, and was due them for their lands which they had sold to the United States, and they had waited long enough for it, &c., &c.

On the following day, (Saturday,) the deponent went up to the agency to hear what the Indians would say; and, after some time, the principal chief and head men said to Major Beach, they could not do then what they wanted, and would return another day. At that time, De Baun was present, and along side of the agent and others in attendance. On Monday following, (the 20th,) being the day when the payment was commenced, and during all of that day, and the following day, (Tuesday,) he saw said De Baun assisting the agent in counting out the money, &c.

During Monday there was a council, at which deponent was there present, and saw the said De Baun there also; and he was most of the time very near the agent. The agent again repeated, that he had not received the instructions, although he had received his former mails. This deponent thinks De Baun must have heard distinctly all the agent said about his mail, and the non-arrival of any instructions; yet, the said De Baun did not then, or at any other time, as the deponent thinks and believes, say a word to the agent about the mail or any package, which he had brought or started with from Westport, or that he had met any person with an order from him for his mail, and given it, or any part of it, up to said express; notwithstanding he must have heard the agent express, publicly, his great surprise and disappointment at the delay, because no instructions had reached him, and stating, also, his anxiety to gratify the Indians, to pay over to them their money, and get it off his hands.

The agent informed the Indians, who had come and demanded their money, that he had not received any new instructions, and, therefore, could only pay them in accordance with the laws and regulations he then had. The Indians replied that they were there ready to receive and receipt for it, as they had always done. Receipts prepared and signed by the chiefs and head men. The said De Baun, and others, the deponent thinks, were called upon to witness the same. Deponent did not hear the said De Baun then, or at any other time, inform the agent that he knew anything in relation to his mail.

About two days after the payment was made, the said De Baun came to the store of P. Chouteau, jr., & Co., and there asked the deponent to lend the Messrs. Scott one or two thousand dollars, in order that they could pay the same over to him, on account of Powell & Wilson's claim against said Scotts, and stating, at the same time, his great anxiety to get some money from either the

Scotts or Kenzie, on their indebtedness, because it was actually, and in fact, he said, to reimburse him (the said De Baun) for money he had advanced to Mr. Wilson, of the late firm of Powell & Wilson, and it was in this way he was to get his money back. The said De Baun urged, insisted, coaxed, and finally threatened, and said it had been *alone* through his instrumentality and services that the national payment had been brought about, and that but for him it would not have been made; and that, therefore, as it had been a benefit to us, he thought we ought not to refuse to assist him to get, any how, one thousand dollars; that if we would do this, "he would go away perfectly satisfied, and say nothing more about it." He added, that he had put himself to great trouble and expense to go there, and now he thought the Messrs. Scott ought to get him this one thousand dollars; that he would be ashamed to return to St. Louis, after doing what he had done, without getting anything on his claims; that, but for him, the instructions would have gone on to the agent. This deponent promptly, and at once, declined lending money to Messrs. Scott, to be by them paid to said De Baun, or any other person, and informed said De Baun that he had nothing to do with Messrs. Scott, or with him, and had no money to lend; that, as regarded what he might have done to bring about a national payment, he knew nothing, and it did not concern him; that he had no business with said Scotts; that they got their supplies from the Messrs. Ewing.

Said De Baun then left, and said he would go over to the Pottawatomie agency, or payment ground, and try to find Mr. Ewing, and see if he could not get \$1,000 (one thousand dollars) from him. Deponent also went over there soon afterwards; he there again saw the said De Baun, who informed him that he had seen Mr. Ewing, but that he also refused to lend Messrs. Scott any money to pay him. Said De Baun then told this deponent that he would make Ewing feel him, or suffer, for this, (or words to this purport;) implying a threat, as deponent understood it.

The object of said De Baun, as stated to this deponent, in going over to the Pottawatomie payment ground was, to find Ewing, and try and get money from him. He requested this deponent to give him a letter to Mr. Ewing on the subject, which deponent declined doing, stating that he had no control over Mr. E., but told him that if Mr. E. would give said De Baun a draft on the house of P. Chouteau, jr., & Co. for the \$1,000 (one thousand dollars) he wanted to get of him, it would be honored, and paid on presentation.

F.

ST. LOUIS, January 6, 1847.

DEAR SIR: Messrs. W. G. & G. W. Ewing have employed me to aid them, by my counsel and assistance, in the matter of the revocation, by you, of their license to trade with the Sac and Fox

Indians. Mr. G. W. E. has handed me a copy of a letter, or statement, made by Mr. George De Baun, jr., which you were kind enough to furnish, and as I am desirous of understanding the case fully, I take the liberty of asking you to do me the favor to inform me whether that statement, or letter, contains the grounds upon which you proceeded to revoke the license of the Messrs. Ewing.

The interest and character of the Messrs. Ewing being involved, they are desirous, of course, to take early steps in this matter. I would be glad, therefore, to receive a reply at your earliest convenience.

In the meantime, I am, very truly, your friend,

TRUSTIN POLK.

Major THOS. H. HARVEY,
Supt. Indian Affairs.

G.

Statement of T. Polk.

On the morning of the 6th January, 1848, acting as the agent and attorney of Messrs. W. G. & G. W. Ewing, I addressed to Major T. H. Harvey, superintendent of Indian affairs at St. Louis, Missouri, a letter, of which a copy is attached to the appeal of Messrs. Ewing from the decision of Major Harvey revoking their license to trade with the Sac and Fox Indians, marked F. My object was to get a statement in writing from Major Harvey in answer to my note, whether the statement made to him by George De Baun, and a copy of which has been furnished by Major H. to G. W. Ewing, and which is also attached as above, marked B, constituted *all* the grounds upon which Major H. acted in revoking the aforesaid license of the Messrs. Ewing.

In the afternoon of the same day Major Harvey and myself met in the street. A conversation took place in regard to the letter I had written him and upon the subject to which it referred. In the course of the conversation he stated that he had received my letter; and on my saying that the Messrs. Ewing had employed me to attend to their interests in the matter, and that in order to do so properly I wished to know all the grounds on which he had based his decision and action in their case, I understood him to state in reply that the copy of the statement of De Baun, which he had furnished to Mr. G. W. Ewing, as stated above, *contained all the grounds on which he had acted.* As we were about separating, he said he hoped that what he had said would be a satisfactory answer to my letter; that the matter had now gone into the hands of a lawyer, and that when he transacted business with gentlemen of my profession he did not wish to put himself upon paper more than he could avoid.

This last remark I considered as tantamount to a declaration that he did not intend to give me a written answer to my letter to him, nor has he since done so.

TRUSTIN POLK.

St. Louis, January 17, 1848.

H.

[Extract.]

AGENCY, CITY OF IOWA,
December 24, 1847.

DEAR SIR: I hope that ere this you are through the fatigue of your fall labors and able to enjoy a little rest and comfort with your children. I am at present quite as busy as of yore in times of payment, attending to my brother-in-law's store, having a pretty brisk trade, and William gone down about Hannibal with a large drove of hogs; and, as I have to neglect some of my near kindred in the epistolary way, you must excuse me if I do not wander from the most concise reference to the matter in hand.

I have to-day received a letter from Alexander, in which I learn, for the first time, that my successor has assumed his duties, the earliest of his functions being the serving upon your establishment a writ of injunction against further mercantile pursuits among the Sacs and Foxes, the cause given that a man employed by you, named Harris, purloined or destroyed letters, supposed to be official instructions to me addressed, concerning the recent annuity payments. I had never before heard of such a man being in your employ, nor any ground to suppose you in any way concerned in any such transaction. After leaving my late post in Westport, when settling my postage bill, I discovered that a mail which I had not received had been sent to me, and, upon investigation, that De Baun of St. Louis had been entrusted with it by the postmaster. De Baun passing through Westport next day, and being accosted by the postmaster in the matter, then learned that he was betrayed, and overtaking me in St. Louis, for the first time spoke to me about it, endeavoring to explain and palliate his conduct. But his explanation, in connexion with his previous operations, all which in my mind there reviewed, convinced me that he had been guilty of a base breach of trust, in which finding himself detected, he was now disposed to smooth over as well as he could. I am satisfied he is the guilty man, and I believe myself able to prove it.

On the day of, and some two or three hours after the council, in which the Indians threatened to seize the money, De B. having just arrived, called up to the house, (agency,) I being alone, and the existing matter then pending became our conversation. I read him the speeches, my own remarks too, in which I plead the non-receipt of the instructions; I fully expressed to him my vexation at the delay attending them. From then until the payment, three days, he must have known the notorious fact that I was putting off the Indians all I could, and hoping hourly for the instructions; and, although I saw him frequently, and even availed myself of his services to assist at the payment, he studiously avoided any reference to the mail which had been sent by him.

Now, to me, knowing all the facts, and able as I am to weigh and compare circumstances, the affair is plain enough; for this De Baun started with me from St. Louis, as I took the money, intending to accompany me to the agency. I remember distinctly that in mak-

ing my calculations about my guard after taking land, I counted upon him as one of the number; but suddenly, while travelling on the boat, he changed his mind, landed some sixty-five miles below our landing, carefully informing me that business required it, and then came up by land to Westport, where it appears he procured himself to be sent back to obtain our mail irregularly and illegally, I suppose, from another office, which he failed to bring to me; and although he must have known, and beyond all dispute did know, that I had not received it, refrained, with a marked caution, from at all alluding to it. It is plain: he had heavy collections to make of Scott and Whistler; he learned the probable nature of the instructions; he learned that they had not been received when we left St. Louis; he reflected that if the payment should be made to individuals his debtors would collect but little; and, as a consequence, neither would he; and doubtless devised the scheme of waylaying the instructions if he could. Again, after the payment, he said to me that if you did not pay him certain money (on account, I think, of Scotts) that he would give you some trouble; that he would revoke your license. What he meant I do not know, nor did I ask him. De Baun is the guilty man.

In haste, with regard; yours truly,

JOHN BEACH.

Col. G. W. EWING, *St. Louis.*

I certify that I have compared the foregoing with the original letter, of which it purports to be an extract, and that it is a true and faithful copy of said original so far as copied, and that the part of the original not copied refers to private matters.

T. POLK.

ST. LOUIS, *January 17, 1848.*

Appeal of William G. & George W. Ewing, Indian traders, from decision revoking license to trade with Sacs and Foxes, by the superintendent of Indian affairs at St. Louis.

ST. LOUIS, MISSOURI,
January 17, 1848.

SIR: On the 8th day of January, instant, the undersigned addressed a letter to the Hon. the Secretary of War, in relation to the matter of the revocation of their license to trade with the Sac and Fox Indians by the superintendent of Indian affairs at St. Louis, and made known their intention to appeal from the act and decision of said superintendent to the proper department at Washington city, and they now desire that the Secretary of War should consider this as their said appeal, which they make, in conformity to law and regulations, and pursuant to the suggestion of the superintendent, in his letter of revocation.

First of all, the undersigned protest, in the most solemn manner,

that the allegations referred to in the letter of revocation to them from the superintendent at St. Louis, (dated November 22, 1847, a copy of which is sent herewith, marked A,) are untrue; that the undersigned are entirely innocent, both in act and intent, of the charges made against them; that they exerted no "influence" to "bring about the Sac and Fox payment, in violation of positive instructions;" that they did not suppress or destroy, nor aid in suppressing or destroying, "a packet containing the special instructions for Mr. Beach's government, in making the payment;" and that they were not privy to, and had no knowledge of, any such suppression or destruction by "a Mr. Harris," or any body else.

Leaving out of view the consideration that when a man is accused, every presumption, in the first instance, is in his favor, the undersigned venture to believe that they do not claim more than will be conceded to them, both by candor, and common sense, and justice, when they assume that the good character which they have heretofore borne as Indian traders, and that for a long time, ought, at least, to lay the basis of a strong presumption of the truth of the asseveration, which they have just explicitly and solemnly made. They have been licensed traders, under bonds, for more than a quarter of a century past; and, although their business has been most extensive, arduous, and complicated, yet they have never before had their licenses, or any of them revoked, nor a bond put in suit or forfeiture. They have carried on their trade under the supervision of many able men and experienced statesmen, among whom may be named such distinguished citizens as Generals Cass and Tipton, and Governor George B. Porter; to the first of whom, and the reports of all, they are able to appeal for the manner in which they have demeaned themselves, in their capacity of Indian traders. They have always cheerfully afforded their aid and co-operation to the government, whenever negotiations were pending for the purchase from the Indians of their extensive and valuable territories, and could refer, if necessary, to many important cessions. The files of the War Department will show that these services have not been deemed either valueless or unimportant. The thanks of that department, when under the direction of Colonel J. R. Poinsett, were formally tendered to the undersigned, in 1838, for their prompt and efficient aid to the government in carrying out its policy with the Pottawatomies, of Indiana. And at more recent date, flattering and complimentary mention is made by Major Harvey, the present superintendent at St. Louis, in his report to the department, of July, 1845, of the assistance which he derived from the exertions of one of the undersigned, in his negotiations with the Council Bluffs Pottawatomies. It is also fresh in the recollection of the department that in the negotiation with the Pottawatomies, held in Washington city, in November, 1845, the services of one of the undersigned were actively and efficiently given to promote the views of the government.

As stated in their letter to the Secretary of War, dated the 8th

inst., the undersigned knew nothing of the revocation of their license, until the 23d December, ulto., when one of the firm, G. W. Ewing, on his arrival at St. Louis from the Indian country, first learned it by the letter of the superintendent, dated November 22, 1847, addressed to the firm through the post office. The proceeding had taken place in the absence of both members of the firm, without either of them having been notified of the charges, or cited to answer them; and, although the revocation is not final until this appeal shall be denied by the Secretary of War, yet it operates most injuriously to suspend the business of the undersigned at present. Unwilling to believe, when he received the superintendent's letter, that the undersigned were to suffer condemnation without knowing the charges, and the accuser, George W. Ewing immediately called on the superintendent to learn the grounds upon which he had proceeded to make the revocation of their license as aforesaid, and was furnished by the superintendent with the copy of the statement of one George De Baun, hereto attached, marked B. He was surprised and shocked by the falsity and maliciousness of that statement, and immediately began to inquire into the cause and motives which had influenced De Baun to make it.

It happened, fortunately for the undersigned, that Captain William Phelps, who was at the payment of the Sac and Fox annuities in September last, and who saw the above mentioned De Baun, not only at the agency when the payment was made, but on his way up to the agency, was present in St. Louis when the superintendent's letter of revocation was received, and Geo. W. Ewing at once procured his (Captain Phelps's) affidavit, which is hereto attached, marked C. He also procured the affidavit of Isaac G. Baker, hereto attached, marked D; and the affidavit of John B. Sarpy, who saw Mr. De Baun on his way to the payment, and at the payment, at which he (Mr. S., who has been for a long time engaged in the Indian trade, and was then engaged in the Sac and Fox trade) was present.—See copy of affidavit hereto attached, marked E.

After procuring these affidavits, in order to procure *all the grounds* on which the superintendent had proceeded in revoking their license, T. Polk, esq., whose aid had been sought by the undersigned as counsel in the matter, addressed to that officer a note, of which a copy is hereto annexed, marked F, inquiring if the aforesaid statement of De Baun contained the grounds—of course meaning *all the grounds*—on which he had acted. On the afternoon of the day on which the note was written, the superintendent, in a conversation with T. Polk, stated that the aforesaid statement of De Baun constituted the whole of the grounds on which he had proceeded to revoke the license of the undersigned, as aforesaid.—See the statement of Mr. Polk, hereto attached, marked G.

In the meantime, George W. Ewing received from Major John Beach, who was the agent who paid the annuities, a letter written to him, (Geo. W. E.,) unasked, and not in answer to any previous

communication to said Beach; an extract from which letter is hereto attached, marked H.

Thus it will be seen, that the undersigned are not content with merely putting the solemn asseveration of their innocence, made as above and here repeated, against the naked allegations of this Mr. De Baun, unsupported though these allegations be, by any sanction or proof, but they manifest their innocence by indisputable evidence. They go further. They aver that the statement of the said De Baun is both *false* and *malicious*; false in every material point, and continued with the malicious purpose of doing them an injury; and that its falsity and maliciousness are fully demonstrated by the proofs herewith adduced. Indeed, the undersigned go further still, and maintain that the evidence, herewith brought before the department, shows conclusively that the said De Baun was himself the guilty agent who perpetrated the very outrage which he seeks to fasten upon them. And they may here remark, that it is hard for the undersigned to find themselves thus injured by a libel so gross, when they have no remedy at law against De Baun, he being entirely irresponsible in a pecuniary point of view.

It is now positively asserted, that no such person as "a Mr. Harris" is in the employ of the undersigned, or authorized in any manner to act for them, or mentioned in any license granted to them. For the truth of this they refer to the copies of their license on file in the proper office.

Again, it appears from the extract of the letter of Major Beach, the agent for the Sacs and Foxes at the time, that he "had never heard of such a man (as Harris) being in the employment" of the undersigned; nor had he "any ground to supposed that they (the undersigned) were in any way engaged in any such transaction" as the suppression or destruction of the packet referred to by the superintendent. (See copy of Major Beach's letter.)

If it be true that "a Mr. Harris" made the representation to De Baun, which he states in his letter to the superintendent was made to him, then he, the said Harris, was wholly unauthorized to make any such representation, and of course the Messrs. Ewing ought not to be prejudiced by it. But, from the uniform falsity of the statement of De Baun, in all other points, the undersigned believe that no such statement was ever made to him. In truth, it is impossible to come to any other conclusion, than that *De Baun himself wilfully and designedly suppressed the packet*. On any other hypothesis one is at a loss to account for his silence for several days, when Major Beach was repeating to the Indians that he had not received his letters, in the presence of De Baun. It is not natural that a man should have kept silent under such circumstances, after having put himself to the trouble of going from Westport to Independence for the mail, *unless he had a strong reason for his silence*, which reason is found in his guilty conduct.

It appears from his own statement, as well as from the affidavits hereto attached, that De Baun went up as the clerk and agent of the firm of Powell & Wilson, to collect a large amount of money due that firm, by the Messrs. Scott and a Mr. Kenzie, who were

Indian traders at the Sac and Fox agency; and it also appears from page 4 of Mr. Sarpy's affidavit, that from the collections which he went up to make, he was about to re-imburse *himself* for money that he had advanced to Mr. Wilson, the survivor of said firm; so that De Baun not only had sufficient *motive to go up* to the Sac and Fox agency, but also for the *suppression* of the instructions to Major Beach, and for his subsequent conduct toward the undersigned.

It appears from the 2d page of the letter of Major Beach, that De Baun went up in his company; knew the Major was taking up the money to pay the annuities, and was relied upon by him as one of his guards. "He had learned the probable nature of the instructions" to the agent, and that "they had not been received" when the agent left St. Louis with the money. It also appears from the affidavit of Mr. Sarpy, (pages 1 and 2,) that De Baun was fully aware that he would not be able to make any collections upon the claims in his hands, unless the payments to the Indians should be made *nationally* and not *individually*. "He seemed to know that Messrs. Scott and Kenzie (his debtors) had large national debts against the Indians, (Sacs and Foxes,) which could not be collected if the mode of making the payment should be changed from national to individual. Hence he stated his determination to aid them, the said Scotts and Kenzie, all he could to have a national payment. He said it was his *only chance* to go for a *chief payment*." And, also, from Major Beach's letter it appears that he suddenly left him on his trip up, got off the steamboat before they had reached their place of debarkation, "carefully informing" Major Beach; that "*business required it*," and thus carried behind the agent at about the extreme western terminus of the regular mail route. Thus being aware that the agent was expecting instructions, and also what those instructions probably were, to wit: to pay the Indians *individually* and not *nationally*; and also well knowing how indispensable it was to the attainment of his objects that the payments should be national, as they had theretofore been, and not individual; having put himself in the most eligible place and circumstances for possessing himself of the mail and suppressing the instructions, and having sufficient motives to influence him so to do, we find him stating to Mr. Sarpy, (see Mr. Sarpy's affidavit, page 2,) that "he would stay there (at Westport) or go to Independence and get the mail, and get Mr. Price (the postmaster) to allow him to carry it out, and then he would *manage* it." Then we find him, according to the testimony of Captain Phelps, (see his affidavit, page 2,) asking the latter, "if he would not go with him back, or down, to Independence, which is some 12 or 15 miles eastward from Westport, to get the mail," stating that he "had resolved to go back to Independence and get the mail, (meaning, as the deponent understood, the letters and papers destined for the Sac and Fox agency,) and keep it out of the way, as deponent inferred from his remarks and manner at the time."

Thus it is proved that, just before the instructions were actually suppressed, the said De Baun declares *his intention to possess him-*

self of the mail; and, we maintain, for the very purpose of suppressing the instructions. And, accordingly, it is incontestibly proved that he actually did suppress or destroy the instructions—or, at least, put them beyond the reach of the agent, Major Beach; for Captain Phelps testifies (see his testimony) that, after he arrived at the post, he “asked the said De Baun if he had gone to Independence, since they had parted at Westport, a few days previous? He replied that he had. Deponent then asked him if he had got the mail? He replied that he had gotten it. Deponent then asked him if he had brought it, or what he had done with it? The said De Baun here made signs and hints, and gave ‘looks,’ and said: ‘I have it—all is safe;’ or, ‘it is all right; a *part* of it (such as I think will do) the agent can have *now*; the other part has gone round, on a *pleasure excursion*, by the way of the Pottawatomie agency, and will not be here for a week or two.” Again, after the payment had been made by the agent to the Indians, and the said De Baun was expressing his dissatisfaction, he said to Captain Phelps (see his deposition) that “he thought the traders ought to give him some money, as he had been so instrumental in causing the national payment to be made, and that he had been the means of its being made as it was; and that, but for him, it would not have gone off so; that he had staid back, intercepted the mail, and prevented the instructions from reaching the agent, and had sent them on a *pleasure excursion*, around by the Pottawatomie agency; and that he thought, as this had been a great benefit to the traders, they ought to let him have some money.” Thus we have him confessing, in the most pointed manner, that he had put the instructions out of the way.

We also find, from the deposition of Mr. Sarpy, that said De Baun declared to him that “it had been through his (De Baun’s) instrumentality and services that the national payment had been brought about; and that, but for him, it would not have been made.”

He moreover declares, to Isaac G. Baker, (see his deposition,) that “he had been the *prime mover* of the then late payment, and that he had had it in his power to have quashed it, *at any time*;” a declaration which he would hardly have made, if he had really given the packet to Harris, as he says in his statement to the superintendent, or parted with it to any one else.

Thus we prove that he (De Baun) acknowledged his guilt to three different persons, at different times and places, and that he had actually gotten possession of the mail, and put it beyond the agent’s power; first saying, both to Sarpy and Phelps, several days before reaching the agency, that *he would get possession of the mail, and suppress the agent’s instructions*; and then, *after* it was done, *acknowledging to these very men*, and also to Mr. Baker, that *he had himself actually done it*. And if the case and the occasion justified it, the undersigned would add, that said De Baun made to one of them, (George W. Ewing,) about a week after the payment, statements and confessions of his guilt, in suppressing the instructions, of the same tenor and purport as those testified to by the witnesses.

But it seems that he did not gain the reward he had expected for his treachery and crime; for, after all, he made no collections, and got none of the money that had been paid out by the agent; and, failing to make collections of the Messrs. Scott, he applied to Mr. Sarpy, first, to loan the Messrs. Scott \$1,000, to pay him, (De Baun,) as appears from the testimony of Mr. Sarpy. This Mr. Sarpy of course refused to do. He then applied to George W. Ewing, (whose firm had been the creditors of Messrs. Scott, and who had gotten the amount of their claims,) to loan to the Messrs. Scott \$1,000, to pay over to him, (De Baun.) This proposition George W. Ewing also declined; and thereupon De Baun told Mr. Sarpy (see testimony) that he "would make the Ewings *feel* him," or "suffer" for their refusal. He also said to Mr. Sarpy (see testimony) that, "if he should utterly fail," (that is, to get money,) "*he would make a noise they [the traders] would regret.*"

But what renders the conduct of De Baun yet more flagitious, is the fact that, after he had thus suppressed the instructions of the agent, he went on to the post, and there he was informed, by the agent, that the Indians were importunate for their money; that they had held councils with the agent, and insisted on payment; they urged, and he put them off, because he was waiting for instructions, which he was momentarily expecting; then, at last, the Indians informed the agent that the money was theirs, and in their country, and that they would return on the morrow; and, if it was not set out to them, they would take it. De Baun himself was present at one of their councils, heard all that was said, and saw all that took place; and when the agent could defer the payment no longer, in order to wait for his instructions, De Baun was present, and aided in making the payment, in setting out the money, and witnessing the receipts; and, though he well knew that the great difficulty was the absence of the expected instructions, and that the agent was actually jeopardizing his own life, and the lives of all the white men present, by deferring the payment from day to day, in order to await their arrival, yet he (De Baun) never said a word, or gave a hint, about his having gone back from Westport, twelve or fifteen miles, to Independence, and possessed himself of the very package that contained them.

And it was not until, according to Major Beach's statement, (see his letter, p. 1,) passing through Westport the next day after the major had passed, and learning that the latter had ascertained that a mail had come to Westport for him, which he had not received, and which had been illegally and improperly entrusted to the care of De Baun, that he ventured to mention the subject of the mail to the agent, which he did when he "overtook" the agent in St. Louis, some fifteen days *after* the payment had been made. But he mentioned it in such a manner as that he "convinced" Major Beach, in his own language, "that he (De Baun) had been guilty of a gross breach of trust."

But De Baun says, in his statement to Major Harvey, that the man Harris presented to him an order from Major Beach on E. Price, postmaster, for the mail, and that knowing it to be in Major

Beach's handwriting, he thereupon delivered the mail to said Harris. How, then, could it have come to pass, if De Baun had not himself suppressed the instructions, that he did not mention this circumstance to Major Beach at the agency, when the state of affairs between the agent and the Indians was so menacing and precarious? But Major Beach, in his letter hereto attached, says nothing about any such order. On the contrary, he says he never knew anything about that mail until on his return from the agency; he first heard of it when settling his postage bill with the postmaster at Westport, some ten days after the payment.

It is worthy of note, that the deposition of Captain Phelps, strong and confounding to De Baun as it must have been, was read over by the latter, and was assented to by him, as appears by the certificate of the officer before whom it was taken, with only the unimportant correction as to date, which is noted at the end of it. Thus, in the presence of the officer when confronted by Captain Phelps—who makes his statement under oath—the aforesaid De Baun himself admits most solemnly the utter falsity of the statement he had made to the superintendent of Indian affairs, contained in his letter sent herewith.

It is observable that the case of the undersigned is established mainly by the testimony of Messrs. John B. Sarpy, of the city of St. Louis; Captain William Phelps, of Fulton county, in the State of Illinois; Isaac G. Baker, of the Sac and Fox agency, (who happened to be in St. Louis, returning westward, after a visit to his relatives in New Hampshire,) and Major John Beach, late agent of the Sacs and Foxes, and by the admission of De Baun himself, made before the officer who took the deposition of Captain Phelps. Now for the high standing and undoubted credibility of John B. Sarpy, the undersigned refer the department to his fellow-townsmen, the Hon. Thomas H. Benton, senator, and the Hon. James B. Bowlin, representative in Congress from Missouri; and for the integrity and honor and unquestionable veracity of Captain Phelps, they refer to the Hon. Stephen A. Douglas, United States senator from Illinois. And they feel themselves bound to state, in justice to Mr. Baker, that though he may not be so well and widely known, yet he is not less worthy of implicit belief than either of the other two persons named. Major Beach, from the official station he has held, is and must be well known to the department, and therefore it is unnecessary to say that all his statements may be unhesitatingly taken as true.

It may be proper here to state that William G. Ewing, the senior member of the firm, was not at the Sac and Fox trading post during the late payment, and has not visited it since 1844. When the late payment was made to the Sacs and Foxes, he was at the Council Bluffs sub-agency, where Major Harvey was making a payment.

The undersigned persuade themselves that their case, thus made out and established as to its justice and strong claims for prompt and effectual relief, does not admit of two opinions; they, therefore, hope that relief may be speedily accorded to them. They can easily make it manifest that the present is a case in which it

is of the first importance that the justice, which they are confident they have shown themselves entitled to, should be administered to them "without delay." They hold at the present time six separate licenses (including the one for the Sacs and Foxes, now under consideration,) to trade with as many different tribes of Indians, and have the same number of separate and distinct trading posts, distributed among the several tribes. Some of these establishments are large, and require the investment of a heavy amount of capital. In addition to this, there are large amounts of money due them by the different tribes among which their establishments are located and their trade carried on; so that they have interest involved in this trade; (carried on under the licenses issued by the government, and under the responsibility of heavy bonds in each separate case,) which amount to more than one hundred thousand dollars in value.

By the present regulations in force on this subject, "licenses will not be granted to any person who may have previously had a license which was revoked." Consequently, by the revocation decreed against the undersigned, by the superintendent of Indian affairs at St. Louis, (upon allegations and charges made to him in their absence, of which they had no notice, and which no opportunity was afforded them to controvert, and which they have now demonstrated, conclusively, as they think, to be utterly groundless, false and malicious,) all their property and interest in the Indian country are jeopardized and rendered liable to be lost, if this revocation shall be made final by the department; for their property and interests are all dependent, almost exclusively, upon the honor of the Indians—the protection of the law being almost out of the question. If, therefore, they are to be compelled to withdraw from the Indian trade and country, they will be almost necessarily exposed to bankruptcy and ruin. The whole of their means—in a word, their all, and even more than all—is embarked in that trade among the Indians and on their soil.

Wherefore the undersigned respectfully solicit that the aforesaid revocation of the license to trade with the Sacs and Foxes, so made by the superintendent of Indian affairs at St. Louis, as aforesaid, may be annulled and their license restored to them, and they reinstated in all their former rights and privileges thereunder, and that the same may be done speedily and without delay.

And, as in duty bound, they will ever pray, &c.

W. G. & G. W. EWING.

By GEO. W. EWING.

To the Hon. WM. L. MARCY,
Secretary of War.

FILE No. 5.

NEW YORK, *January 27, 1848.*

SIR: The enclosed documents have just been transmitted to me from St. Louis, by my friend and partner, Mr. John B. Sarpy, with a request that I forward them to you, after perusal.

I will not here make any comment on the extraordinary subject to which they refer, nor express the surprise it has caused me. It will doubtless be more satisfactory to refer you for a knowledge of Mr. Sarpy to Colonel Benton, the senator from his State, and Judge Bowlin, of the House of Representatives, who has long been his fellow-citizen at St. Louis. Both these gentlemen know him well, and for many years.

I have the honor to be, sir, your obedient servant,
P. CHOUTEAU, JR.,

HON. WILLIAM MEDILL,
Com. of Indian Affairs, Washington City.

ST. LOUIS, *January 15, 1848.*

SIR: I feel myself called upon to address you on the subject of a charge which has found its way to your office, through the superintendent here, in which I am personally implicated.

A few days since I learned that there was in the possession of the superintendent a statement in writing, made by a young man called George De Baun, jr., in which my name was used in connexion with the suppression of instructions sent to Major Beach, late agent for the Sac and Fox Indians.

I applied to the superintendent for information in relation to this statement, and was informed by him that he had sent a copy to you. I applied for a copy of the document, and having received it, I enclose it herewith.

I do not feel that in this affair a frank and open course has been observed toward me. The superintendent applies to a young man, who had been in the Indian country, and who had come back disappointed and in a bad humor with persons engaged in the Indian trade, for a statement, intended to injure me and others, and this statement, procured without any notice to me, and without my having an opportunity of knowing its contents, or contradicting its falsehoods, is forwarded to your office; and, before I am made aware of the facts, it may have accomplished all the evil for which it was designed.

Had I been permitted to ask questions of this witness here, before the superintendent, and thus elicited the whole truth, this man, who represents himself as an "artless youth, entirely unacquainted with the rascality of Indian traders," would have cowered with confusion, by the disclosure of his own voluntary, unsolicited, and active agency, in the accomplishment of a most unwarrantable scheme. Sir, I am fully persuaded that the suppression of the

instructions sent to Major Beach, was a matter of this man's own devising, and was accomplished by him for his own benefit.

The statement made by Mr. De Baun, jr., has not the solemnity of a statement under oath, and I have thought it best, in making my statement, to give it the form of an affidavit, regularly made before a magistrate. You will find such affidavit herewith enclosed.

You will excuse me for engaging a portion of your time, while I call your attention to certain portions of Mr. De Baun's statement, which will show him and his statement to be unworthy of credit.

And first, I would remark, that the improper spirit in which this man makes his statement is shown by his alleging that the traders complained of the acts of the government, and that "among those loudest in the abuse of the government in general, and *Mr. Medill in particular*, I will name Colonel G. W. Ewing and the firm designated the company." Although my name is not used in this part of the statement, I call your attention to it, that you may observe the evil designs of this witness. If mere testifying about acts done in violation of law, which required punishment, he would not be at liberty, nor would he, as an impartial witness, have felt that he was called upon to mention angry expressions, which had no connexion with the question, to be examined. But he knew that this statement was to be forwarded to you, and he supposed that, by representing the persons he intended to injure as disposed to abuse you, he would thereby enlist your feelings, and make you personally hostile to them.

This is the only conceivable motive for introducing this circumstance into the statement, and I submit to your consideration whether a witness, who thus endeavors to excite prejudices against persons he is testifying against, is to be relied upon in any of his statements.

In the interview which I had with him on the morning of the 15th September, he represents me as urging the propriety of our going out together to the agency, and endeavoring to excite the Indians to demand the payment of their money as it had formerly been made, as a national payment; and he says he was much surprised at the proposition, as he was entirely inexperienced and unacquainted with the Indians.

In reply to this part of the statement, I have first to say that it is utterly false that I made such proposition to Mr. De Baun, jr.; I have further to say, that it is, even without my solemn denial, perfectly incredible that I, a man of mature years, of some practical common sense, familiar with the character and disposition of Indians, and with all my interests engaged in the Indian trade, should have proposed to a young man, a clerk in a store in St. Louis, having no knowledge of the Indians, in whom they could have no confidence, and with whom I had an acquaintance of only two days, that we should engage in exciting the Indians to resist the will of my own government, and thus put myself entirely in his power to injure me, in my most material interests, when he could not possibly be of any use in accomplishing the end proposed.

It is evident that this man, without suggestion from any person,

and upon his own plan, contrived to get possession of the instructions which were on their way by mail to the agent; and he thinks it necessary to give some explanation of his acts in getting them into his possession. He says he was anxious to have the payments over, that he might return home.

Passing over the pertion of the statement in which he accounts for the surrender to another person of a package confidentially entrusted to him, we will see, from the statement itself, whether he is to be relied upon in his account of any part of this transaction.

Upon the supposition that this man had really, in honesty and fairness, given the package to a person he believed to be a messenger of the agent, and that he had yielded the possession of it with reluctance, because it had been committed to his care confidentially, there would have been no bounds to his surprise and indignation, upon learning that it had not come to the hands of the agent.

But what says this man? He says: "The day after my arrival I called on Major Beach. I asked him if he had the instructions? he replied he had not, the reason they had not been forwarded he was at a loss to know." Again he says: "Before leaving the agency, I learned, to my surprise, that the mail I had delivered to Mr. Harris had not been delivered to Major Beach." Did this man say a word to the agent about his knowledge of what had been done with the instructions, or about his having had the possession of them? Not a word. On the contrary, at the close of his statement, he says that after meeting this Mr. Harris at the Pottawatomie payment agency, and learning what had been done with the instructions, "I declared that I would most certainly explain the matter to Major Beach," and he adds: "I did so on my arrival at St. Louis, where I met him soon after I arrived."

Now here we have a man who pretends in honesty to have entrusted an important package to another person, who was to carry it more rapidly to its destination than he could, and when, a day after, he, himself, arrives at the place, he enquires of the person to whom it was addressed, if he had received it, and was told he had not, he does not give a word of information about his possession of it, and what he had done with it. I say that such a man is not to be trusted in any statement he can make. If he pretends to feel indignant at the perpetration of an outrage, such as he charges upon others in this case, I ask where was his feeling of just indignation when he discovered that, by the practices of others he had been involved in the suspicion of having suppressed a mail entrusted to his care!

It has been suggested to me that this man pretends that, after he had arrived at the agency, he was seduced into silence in relation to the instructions being suppressed. If such had been the fact, it became him, as an honest man, if he were one, to state it; but he states no such thing; he now represents himself as an artless young gentleman, imposed upon by the rascally traders, but in no particular confesses his participation in any of their guilt.

This man speaks of seeing traders engaged in urging the Indians to demand their payments. Sir, this wholesale manner of charging

misconduct, without naming individuals, is calculated to produce, as it is designed to produce, prejudice upon the mind of a person who may read the statement, while it is the greatest actual injustice to the persons thus exposed to suspicion. Why, I ask, should this man deal in such generalities? Why not name the men?

I ask you, sir, to apply your own mind to examine and analyze this statement; and I am persuaded you will come to the conclusion that it is not entitled to any confidence; and, when I give you my own statement of the facts, so far as I could know them, you will not fail to think with me that if I had been permitted to examine this Mr. De Baun, jr., there would have been no occasion to trouble you with this communication.

I have the honor to be, your obedient servant,

JOHN B. SARPY.

HON. WILLIAM MEDILL,

Com. of Indian Affairs, Washington City.

ST. LOUIS, *November 16, 1847.*

SIR: In compliance with your request, I will state as briefly as possible the circumstances under which I became the bearer of the mail from Westport to Major John Beach, United States Indian agent, in September last, and the disposition made by me of said mail.

I arrived at Kansas on the 10th of September last, on my way to the agency of the Sac and Fox Indians, and learning that the instructions had not arrived at Westport, I remained there and at Westport until Friday the 14th of September, on which day Mr. J. B. Sarpy (of the firm of P. Chouteau, jr. & Co.) arrived from St. Louis, who stated to me that the instructions were mailed at St. Louis on Thursday previous, and would probably arrive at Westport the next day. Mr. S. and myself went to Westport that evening; we remained there over night. The next morning (Wednesday, the 15th) Mr. S. came to my room at an early hour, and stated to me that our interests were identified in the Indian country, and he, knowing the tenor of the instructions, the only way in which, or the best course to be pursued under the circumstances, was for us to go out (in case the instructions did not arrive by that morning's mail) and get up an excitement among the Indians, and have them demand their money, whereby a national payment might be had. If successful, the traders would get a large existing debt, which would enable them to pay me the debt due the house for which I was acting, and all would be benefited; otherwise the traders would be broke up and ruined by the unexampled and unwarrantable interference of the government. I was at a loss to know why such a proposition was made to me, being an entire stranger to the Indians, and having no knowledge of the trade or tricks of trades, consequently no influence to exert in any way.

The mail arrived from St. Louis about 10 o'clock, and not bring-

ing the instructions, Mr. Sarpy immediately left for the agency. I placed no confidence in the project, and being anxious to have the payment come off at the earliest day possible, and to accomplish this object, and to facilitate my return home, I proposed to E. Price, postmaster at Westport, that if he would give me an order, I would go down to Independence (at which place the next mail arrived that, Wednesday, evening, and would remain over till the Saturday following) and bring up the mail in advance of the time, at my own expense, as I was anxious to have the payment made, and get home; whereupon he gave me an order. I went to Independence and back that evening, bringing the letter mail, and next morning (September 16) left with a mail marked "John Beach, U. S. Indian Agent, Sac and Fox Agency," containing (as I supposed) the instructions.

On Friday morning, September 17, at an early hour, a few miles beyond "Roger's or Bull creek," I met a Mr. Harris, a young man in the employ of Messrs. Ewing, with whom I had a slight acquaintance, riding at a *furious* rate. His first inquiry was: "Have you the mail or instructions?" I replied that I had a mail, and supposed it contained the instructions for Major Beach. He requested me to give it to him. I refused to give it up, saying that it had been entrusted to me by Mr. Price, at Westport, and that I was responsible for its safe delivery. Mr. H. then stated that the Indians were excited and very clamorous, and that Major Beach was placed in a very unpleasant position, and it was very important that he should have the instructions without delay, and in order to get them there as soon as possible, he had a change of horses, (which was false,) and could get in some hours in advance of me; and, as evidence of the truth of his statement, he produced an order from Major Beach on E. Price, postmaster at Westport, for the mail. Knowing it to be Major Beach's handwriting, I thereupon delivered the mail to said Harris.

After my arrival at the agency, I was favored with the recitals from the traders of their grievances and utter ruin, by the acts of the government. Among those loudest in the abuse of the government in general, and *Mr. Medill in particular*, I will name Colonel G. W. Ewing, and the firm designated "the company."

Being entirely unacquainted with the trade, and the tricks and rascality of some of the traders, also the law regulating the payments, I was in some measure induced to believe that there was some cause of complaint, (not having heard the other side of the story.)

The day after my arrival I called on Major Beach, and in the course of conversation he remarked that he should resign as soon as the payment was over. I asked him if he had the instructions. He replied that he had not; the reason they had not been forwarded, he was at a loss to know. He read to me a "talk" he had with the Indians on that day, in which they demanded the payment of their money. I asked him if he was going to pay it without the instructions. I understood him to say that if they got it they would have to take it by force. This was on Saturday evening, Septem-

ber 18. During the next day (Sunday) I observed the traders busily engaged training the Indians, and urging them on (as I was told) to demand the payment of their annuities. The result is already a matter of public history.

I witnessed the paying of the money on Monday. After deducting certain accounts against the Indians, there was paid to each tribe \$36,000, out of which the Sacs paid (nationally) to the "Company" \$10,000, to Kenzie \$6,000; the Foxes paid the Ewings \$21,600, and Scotts \$9,000. I was called upon by Major Beach to help him divide the remainder among the Indians, and there was paid to the Sacs \$11 each, and \$3 to the Foxes.

Before leaving the agency for him, I learned, to my surprise, that the mail I had delivered to Mr. Harris had not been delivered to Major Beach. I returned by way of the Pottawatomie agency, and there met Mr. Harris, to whom I had delivered the mail, and in interrogating him upon the subject, he stated that he had taken it in and delivered it to a person at the store of the company's, who had handed him the order; his name, he said, he did not remember. *He requested me not to say anything about it.* I replied that I should *most certainly explain the matter to Major Beach*, and did so on my arrival at St. Louis, where I met him soon after I arrived.

Very respectfully,

GEO. DE BAUN, JR.

Major J. T. HARVEY,
Superintendent Indian Affairs, St. Louis.

STATE OF MISSOURI, }
County of St. Louis. } ss.

This day, personally appeared before the undersigned, George A. Hyde, both a justice of the peace and a notary public, within and for the county aforesaid, duly commissioned and qualified, and acting in both said capacities and offices, the deponent, John B. Sarpy, of the city and county of St. Louis, aforesaid, of lawful age, to wit: of the age of forty-nine years, who being first by me duly sworn, on his oath, says: That his place of residence is at present at the city of St. Louis, in the county and State aforesaid, and says: That some time in the month of September last, this deponent landed at Kansas city, in Jackson county, Missouri, where he met Colonel A. J. Vaughan, Indian sub-agent. They were in conversation about the expected instructions from the Superintendent of Indian affairs. Colonel Vaughan inquired of this deponent if he had brought up any packages or instructions? To which deponent replied in the negative. Whilst together, George De Baun, jr., clerk in the house of Powell & Wilson, late of St. Louis, came up, and addressed me; asking if I had brought instructions? I told him I had not. Be then asked me if I was going to proceed immediately out to the Sac and Fox agency? I told him I thought I should not, but that I had business that would take me up to Westport that evening. This was all that was said between us, and this

was in the presence of Colonel Vaughan. I went to Westport that evening, but had previously met with Captain William Phelps, who was also going out to the Sac and Fox agency. We staid at Westport that night, and after some consultation, concluded to travel on out together to the Sac and Fox post in a small wagon, as it would be less expensive out there than to remain at Westpost. Accordingly, in the morning, deponent went back to Kansas, (four or five miles from Westport,) early, on some private business, and to see Colonel Vaughan, and returned up to Westport again about 9 o'clock, a. m.

When about ready to start for the Sac and Fox post, in company with Captain Phelps, deponent thought he would call on Mr. De Baun and inform him of his change of mind, and that he was then about starting out to the Sac and Foxes. Deponent inquired for Mr. De Baun. Was informed by the landlord that he was not yet up; went to his sleeping room and woke him up, and informed him that he was going on out, and had come to him to give him the reasons for having changed his mind, and repeat to him that he had not the instructions or any public documents; and this deponent says that he never proposed to the said De Baun to go out and endeavor to excite the Indians to demand payment of their money.

In the course of this conversation, Mr. De Baun informed deponent that he had large claims against Messrs. Scotts & Kenzie, traders out [at] the Sac and Fox agency; that he was aware of the arrangement which had been made the winter previous between Messrs. Kenzie & Whistler and the house of P. Chouteau, jr., & Co., and also between the Messrs. Scott and the Messrs. Ewing; that he had seen or learnt the conditions of their contracts; knew that P. Chouteau, jr., & Co. and Messrs. Ewing were first to be paid, and said he did not expect to get any money on the Powell & Wilson claims, then in his hands, against Messrs. Kenzie & Whistler and the Messrs. Scott, until they were first paid, and that there need be no hard feeling between them and deponent. Deponent stated that if the mode of payment had not been changed, but continued as in former years, he thought the Messrs. Scott & Kenzie would possibly have collected and realized enough to pay us and him too, and in all events Powell & Wilson might have more hope of getting their money than when payment was made individually. Mr. De Baun then stated he would stay there or go to Independence and get the mail, and get Mr. Price to allow him to carry it out, and then he would *manage* it. He said it was the only *chance* to go for a "chief payment;" and from the familiar manner he spoke of this thing, deponent could not but suppose that the Messrs. Scott & Kenzie had informed him, when in St. Louis, of the nature of their business with the Sac and Fox Indians, for he seemed to understand it perfectly, and to know not only their contract arrangements with Messrs. P. Chouteau, jr. & Co., and Messrs. Ewing, (for the present year's supplies, 1847,) but also that Messrs. Scott & Kenzie had large national debts against these Indians, (the Sacs and Foxes,) which they *could not* collect, if the

mode of making the payment should be changed from national to individual. Hence, he stated his determination to aid them (the said Scotts & Kenzie) all he could to have a national payment.

Deponent left Westport that morning, (on the 15th September last,) and on the next day (Thursday) arrived, in company with Captain Phelps, at the trading house of P. Chouteau, jr., & Co., not far from the Sac and Fox agency.

On the following day, (Friday, 17th September last,) this deponent attended the council which was held by the agent; the council he thought was large and full. The Indians, with most of the principal chiefs and head-men, made speeches to their agent, which, when interpreted to him, he understood to be asking for their money, due them for that year, (1847.) They said they had waited a long while for it; many of their people were sick, and others were very anxious to get away on their fall hunts; that they understood he (the agent) had their money, and they wanted him to pay it, or set it out to them as he had always done, and as they were promised, when they made treaties, that it should be done; that he had been down to St. Louis and got their money, and that it was now there and they wanted it. Much more was said, but this seems to be the substance of the various speeches that were made to Major Beach.

In reply, the agent told them it was true he had been at St. Louis, and had returned with their money; it was all there, he said, ready; but he was told by Major Harvey, that he would receive some instructions soon, and not to pay them until he had got them; that he had been anxiously waiting for them, and could not account for their delay; that he had received his regular mails to that time, but not a word from Major Harvey or from Washington; that he could not pay them until that paper came on. After expressing much disappointment and dissatisfaction at being refused their money by the agent, and counselling some time among themselves, the Indians again came forward into council, and, apparently much exasperated and excited, told the agent that they were going away but would come again the following day, and then they wanted him to hand them out their money; if he did not do so, they would take it; that it was theirs, and in their country, and was due them for their lands, which they had sold to the United States, and they had waited long enough for it, &c., &c. And this deponent further says, that he did not, at any time, during all the difficulty, attempt, directly or indirectly, or individually, to produce any excitement among the Indians.

On the following day, (Saturday,) this deponent went up to the agency, to hear what the Indians would say, and after some time, the principal chiefs and head men said to Major Beach, they could not do then what they wanted, and would return another day. At that time Mr. De Baun was present, and alongside of the agent and others in attendance.

On Monday following, (the 20th,) being the day when the payment was commenced, and during all of that day and the following

day, (Tuesday,) he saw said De Baun assisting the agent in counting out the money.

During Monday there was a council, at which deponent was there present, and saw the said De Baun there also. The agent again repeated that he had not received the instructions, although he had received his former mails. This deponent thinks he (De Baun) must have heard distinctly all that the agent said about his mail and the non-arrival of any instructions; yet, the said De Baun did not then, or at any other time, as this deponent thinks and believes, say a word to the agent about the mail or any packages which he had brought or started with from Westport, or that he had met any person with an order from him for his mail, and gave it, or any part of it, up to said express; notwithstanding, he must have heard the agent express publicly his great surprise and disappointment at the delay, and because no instructions had reached him, and stating also his anxiety to gratify the Indians, to pay over to them their money and get it off his hands.

The agent informed the Indians, who had come and demanded their money, that he had not received any new instructions, and therefore could only pay them in accordance with the laws and regulations he then had. The Indians replied, that they were there, ready to receive and receipt for it, as they had always done. Receipts were prepared and signed by the chiefs and head men. The said De Baun and others, deponent thinks, were called up to witness the same. Deponent did not hear the said De Baun then, or at any other time, inform the agent that he knew anything in relation to his mail.

About two days after the payment was made, the said De Baun came to the store of P. Chouteau, jr., & Co., and there asked this deponent to lend Messrs. Scott one or two thousand dollars, in order that they could pay the same over to him, on account of Powell & Wilson's claims against said Scotts, and stating, at the same time, his great anxiety to get some money from either the Scotts or Kenzie, on their indebtedness, because it was actually, and in fact, he said, to reimburse him (the said De Baun) for money he had advanced to Mr. Wilson, of the late firm of Powell & Wilson, and it was in this way he was to get his money back. The said De Baun urged, insisted, coaxed, and finally threatened, and said it had been *alone* through his instrumentality and services that the national payment had been brought about, and that but for him it would not have been made; and that, therefore, as it had been a benefit to us, he thought we ought not to refuse to assist him to get, any how, one thousand dollars; that, if we would do this, he would go away perfectly satisfied," and would say nothing more about it. He added, that he had put himself to great trouble and expense to go there, and now he thought the Messrs. Scott ought to get him this one thousand dollars; that he would be ashamed to return to St. Louis, after doing what he had done, without getting anything on his claims; that, but for him, the instructions would have gone on to the agent. This deponent promptly, and at once, declined lending money to Messrs. Scott, to be by them paid to

said De Baun, or any other person, and informed said De Baun that he had nothing to do with the Messrs. Scott, or with him, and had no money to lend; that, as regarded what he might have done to bring about a national payment, he knew nothing, and it did not concern him; that he had no business with said Scotts; that they got their supplies from the Messrs. Ewing.

Said De Baun then left, and said he would go out to the Pottawatomie agency, or payment ground, and try and find Mr. Ewing, and see if he could not get \$1,000 (one thousand dollars) from him. Deponent also went over there soon afterwards; he there again saw the said De Baun, who informed them that he had seen Mr. Ewing, but that he also refused to lend Messrs. Scott any money to pay him. Said De Baun then told this deponent that he would make Ewing feel him, or suffer, for this; (or words to this purport;) implying a threat, as deponent understood it.

The object of said De Baun, as stated to this deponent, in going over to the Pottawatomie payment ground, was to find Ewing, and try and get money from him. He requested this deponent to give him a letter to Mr. Ewing on the subject, which deponent declined doing, stating he had no control over Mr. E.; but told him that if Mr. E. would give said De Baun a draft on the house of B. Chouteau, jr., & Co. for the one thousand dollars he wanted to get of him, it would be honored, and paid on presentation.

JOHN B. SARPY.

STATE OF MISSOURI, }
County of St. Louis, } ss.

On the day of the date hereof, before me, the undersigned, a justice of the peace and notary public in and for said county and State, duly commissioned and qualified, and residing in the city of St. Louis, personally appeared John B. Sarpy, who being by me first duly sworn according to law, upon his oath says, that the facts and statements contained and set forth in the above and foregoing affidavits, by him signed, and which was signed by him before me, and in my presence, are, and each of them is, true.

In testimony whereof, I have hereunto set my hand, and affixed my notarial seal, at my office in St. Louis, this eighth day of January, A. D. 1848.

GEO. A. HYDE,
Justice of the Peace and Notary Public,
St. Louis Co., Missouri.

FILE No. 6.

OFFICE SUPERINTENDENT OF INDIAN AFFAIRS,
St. Louis, February 18, 1848.

SIR: As you have been heretofore advised, I left St. Louis on the 7th of January last for the Indian country, with the intention of inquiring into the circumstances of the payment of the Sac and Fox annuities, in September, 1847; also to locate the Miami school, and see to some other business that required my personal attention.

After visiting the Pottawatomies, on the Kansas, I repaired to the Osage river agency, the immediate location of the Sacs and Foxes. On the next day after my arrival, the 29th January, I had a council with a considerable number of the Sacs, (all their principal men being present,) and a number of the Foxes.

I told them that the government had been very much surprised and astonished at their conduct at the late payment, in threatening to take the money from the agent by force, and particularly at the conduct of Keokuk, to whom the government had frequently given evidence of its confidence; that the instructions, of which they, no doubt, had heard so much, were intended for their protection, and not for the purpose of doing violence to any one; that they ought to have had more confidence in the government, and waited for the instructions; that their conduct was so extraordinary, and so different from what it had generally been, that the government supposed they must have been influenced by white men amongst them to do what they did; and that my object in visiting them was to ascertain the reasons that induced them to threaten to take the money by force.

Appenouse stated that they had no intention taking the money by force; their object was to hurry the payment.

Keokuk said they had no intention of taking the money by force; that their object was to hurry the payment; that the older Black Hawk was the only person that had any design of resorting to force; that Mr. Phelps, in the trading house of P. Chouteau, jr., & Co., told the Indians that it was the intention of the government to take \$10,000 of the annuity to establish a school and mission, and \$5,000 a year for the support of the same, and that they ought to demand their money immediately. Without saying, in direct language, that it was these statements that induced them to use threats in relation to their payments, it was evidently the intention of Keokuk to convey that idea. Keokuk is the head chief of the nation, and, from his character, his statements can be relied upon.

Powashiek, the principal chief of the Foxes, was not in the country; I had, therefore, no opportunity of seeing him or the principal men of the Foxes. I found the Indians but very little disposed to make communications in relation to their payment.

In my letter to you of the 30th November last, forwarding the statement of Mr. De Baun, I referred to the licenses granted by Major Beach to P. Chouteau, jr., & Co., and to J. B. Scott, as

having been forwarded for your approval; and in that letter recommended the withholding of your approval. Had these licenses been under my control, I would most certainly have revoked them at the same time I did the license of the Messrs. Ewing.

The copy of the appeal of the Messrs. Ewing, with the documents accompanying it, received under cover of your letter of the 5th instant, is now before me. I am somewhat surprised at the statement of Mr. T. Polk, their attorney, in which he details a street conversation between himself and myself in relation to a letter which he addressed to me, requesting to know whether the statement of Mr. De Baun contained all the grounds upon which I acted, in revoking the license of the Messrs. Ewing. Mr. Polk was correct in concluding that I did not intend to make a written reply; but he clearly misunderstood me in other particulars, for I did not mean to convey the idea that De Baun's statement "contained *all* the grounds upon which I had acted." I stated to Mr. Polk that the subject was before the department, and that Mr. Ewing had been furnished with a copy of Mr. De Baun's statement.

In my supplemental report of the 19th November, I informed you that Agent Sublette had been instructed to inquire into the circumstances of the Sac and Fox payment, and to report the facts in the case. I had reason to believe that if the facts could be come at by an investigation, that others, besides the Messrs. Ewing, would be implicated, and the statement of De Baun sustained. On this account I declined stating to Mr. Polk that De Baun's statement contained all the grounds on which I acted. The absence of the Indians prevented the agent from obtaining the information sought for until late in January, and therefore it was that I determined to visit the agency in person.

On the 25th December last, I addressed a letter to the late Sac and Fox agent, Mr. Beach, requesting him to inform me to whom he gave the order for the mail, which was expected to arrive at Westport on the 18th September, whether the person to whom he gave it had returned, and what information he gave in relation to the matter? This information I considered all-important to establish the fact as to the party or parties connected with its suppression. I have received his reply, and enclose an extract of all that is material therein, marked E.

Mr. Beach says that he requested Mr. Price, the postmaster, and his "nephew, Mr. Keeler, to watch for trusty opportunities to forward it. On the evening of the 16th, my next mail, embracing three arrivals at Westport, came to me, brought, I believe, by Mr. Hutchinson, who came out that day, though he did not bring it to me; I think a man by the name of Tharp brought it to the house. About the same time, I heard (perhaps the word was brought by Hutchinson) that McGee, of Westport, would start out on the 18th, and bring the next mail, to wit, of that day. I felt pretty sure that such would be the case, from what he had told me; but, to make it perfectly sure, learning that a man was going in and to return, I gave him an order for the mail. I was in a hurry, wrote the order in a hurry, with the idea that it would be a mere chance

if he got the mail, nor did I know the man by whom it went." 17th. "A few hours after the council, at which the Indians had threatened to seize the money, I being alone at the house, De Baun, of St. Louis, came in and said he had just arrived. We got upon the subject of the council; I read him the speeches; spoke plainly my vexation at non-receipt of the instructions." Mr. B. states that "he went to tea with him; staid some time; saw him daily; must often have spoken to him, or in his presence, about the non-receipt of the orders; and, during all that week, he carefully avoided all reference to the mail."

Mr. Beach further states, that he met with Mr De Baun on his return from the Indian country, in St. Louis. "Mr. De Baun said he had my order for the mail. I told him the order was to Price, and not to him. I said but little to him. I never heard, that I remember, of any Harris being ever at the agency at Osage. I never knew, or seen to know, any of that name. I must have often heard the name of the man to whom I gave the order, but am confident it was not Harris. As McGee brought out the mail, the only one I did or could expect, the order, as well as the man it went by, escaped my mind; nor did I ever see the man afterwards."

Strong efforts have been made by Mr. Ewing in his appeal, as well as by his witnesses, to discredit the statements of Mr. De Baun. Fortunately for him, circumstances and facts exist which go to sustain the most important part of his statement. Mr. Phelps and Mr. Sarpy plainly indicate, in their statements, that Mr. De Baun communicated to them his intention to keep the instructions out of the way; and that he did so. Mr. Ewing, as well as some of the witnesses, attach great importance to the fact that Mr. De Baun was frequently with Mr. Beach, and at the payment did not say a word about having started with a mail from Westport. On this point I would remark, that De Baun, in a conversation with me about the time he made his statement, said that he supposed Mr. Beach had received the packet delivered to his order, and that there were no instructions in it. It is much to be regretted that Mr. Beach entrusted his order to a man whose name he did not know; and it is strange that none of the traders, clerks, or hired men knew anything of the man. I have interrogated many of them on the subject, and they all seem perfectly ignorant in relation to the matter. Could the man who delivered Mr. Beach's order to De Baun be found and compelled to speak, he could, doubtless, relieve the subject of all mystery. Mr. Beach did not see him after he gave the order, and Mr. De Baun states that he did not see him at the Sac and Fox agency.

It is but justice to Mr. De Baun, to state that he did not come forward and volunteer his statement. Hearing in the upper country of his having taken the mail from Westport for Mr. Beach, some days after my return I called on him at his counting-room, and requested him to write out a statement of such facts and circumstances as were known to him, in relation to the mail entrusted to his charge, and to the Sac and Fox payment. It has been questioned whether Mr. De Baun had an order from Mr. Beach or not.

The order is in the possession of Mr. De Baun, and has been exhibited by him to Mr. Haverty, the clerk in this office, who pronounces it to be in the hand-writing of Mr. Beach. It runs as follows:

"E. Price, esq.: Please send our mail by the bearer.

"J. BEACH."

Several of the witnesses insist that De Baun suppressed the instructions himself; but *none have attempted to explain how he came in possession of the order*. This is a material fact, and until explained, Mr. De Baun's statement of the manner in which he came in possession of it, cannot be falsified; for it must be evident that the man to whom Mr. Beach gave it must have delivered it to him, or that he obtained it by force or fraud, which latter is not pretended. You will perceive from Mr. McGee's deposition, (marked C,) that he left Westport for the Sac and Fox agency on Saturday previous to the payment; that De Baun left the day before; that De Baun informed him that he had a packet for the agent, which, he supposed, contained the instructions in relation to the mode of payment; that on his arrival at the agency, or rather the trading-house of the Phelps's or P. Chouteau, jr., & Co., Mr. De Baun informed him that he had delivered the packet to a young man on the road, who had an order from the agent for his letters on the postmaster at Westport. This verbal communication was made some two months before his written statement to me—*the next day after the alleged delivery by Mr. De Baun, and before the payment, and also before any difficulty had occurred in relation to his alleged disappointment in collecting money*.

In the statement (marked B) of R. A. Kenzie, addressed to Major Cummins, (he having been requested by me to obtain all the information he could in relation to the subject,) he says: "Mr. S. S. Phelps followed me a short distance, and accosted me as follows: 'Have you a very trusty man about your place?' I told him we had no one hired, except a Chippewa Indian, but that our clerk, Mr. Mildrum, was a trusty young man. He said he thought he would not answer. I then asked him for what purpose he wanted him? He then intimated he wanted a trusty person to send after the mail, and to keep it back till the payment was made. I told him we had no one that would be engaged in that matter. This was the conversation that passed between us, as near as I can recollect. A day or two after this, I was informed by Mr. De Baun, of St. Louis, who started from Westport with the mail, that he was met by a man between Westport and the Sac agency, who presented him with an order from Major Beach, Indian agent, for the mail, and that he had delivered it over to him. I heard nothing more of the mail until after the payment, when I was informed by Mr. J. B. Sarpy, of St. Louis, upon my inquiring of him if the man who was sent after the mail had returned? He said the man Ewing sent for the mail was a fool; he had returned the next evening after getting the mail, contrary to instructions, and that

Ewing had kept him locked up in one of his houses, to prevent his being seen." You will perceive, from the foregoing extract from Mr. Kenzie's statement, that S. S. Phelps applied to him to know if he had a trusty man who could be sent for the mail, and keep it back until after the payment; that De Baun had stated to him, a day or two after, that he had delivered the mail, on an order from Mr. Beach, to a man on the road; that Mr. Sarpy informed him the man *Ewing* sent was a fool; that he returned, and that *Ewing had to lock him up*, to keep him from being seen. Mr. Kenzie's statement clearly shows the connexion of Mr. Phelps with Mr. Ewing in suppressing the mail; and, what is important, it shows the reason why neither Mr. Beach nor Mr. De Baun saw Mr. Harris, or the man who received the order at the Sac and Fox payment.

Doctor Spaulding, who was physician to the Sacs and Foxes, in passing through to St. Louis in December last, informed me that Mr. De Baun stated to him last fall, at Westport, that he had delivered the mail to a man on the road on the order of Mr. Beach; and on inquiring why he did not inform Mr. Beach of this fact, his reply was, that, on his arrival at the agency, his friends, the Scotts and Whistler, informed him that a *chief payment* would be to their advantage, and requested him to say nothing about it. The steamboat was about starting, or the doctor would have made the statement in writing; he promised to forward one, but it has not been received.

That Mr. De Baun did deliver the mail to the order of Mr. Beach, I think there can be no doubt; and, according to Mr. Kenzie, on the authority of Mr. Sarpy, it was to Mr. Ewing's man.

The Messrs. Ewing, in their appeal, say, "it is now positively asserted that no such man as Mr. Harris is in the employment of the undersigned, or authorized, in any manner, to act for them, or mentioned in any license granted to them." For the truth of this they refer to the copies of their license on file in the proper office!

It would seem from the foregoing, as well as other statements, that there is a disposition to make it appear that no such person as "a Mr. Harris" existed. This Mr. Harris, that Mr. De Baun speaks of, went up on the steamboat last fall with Mr. Ewing and Mr. Beach. I have frequently understood that he was in the employment of Colonel Ewing. On my late trip to the Indian country, I was anxious to see Mr. Harris, not doubting but he could afford me information that I was in search of. On my arrival at Westport, I understood that Mr. Harris had arrived a few days before from Ewing's trading-house among the Miamis, and that he had gone up to the Pottawatomie country. On my arrival in the Pottawatomie country, I learned, through Mr. Ewing's chief clerk, that he had gone to the Sac and Fox agency. On my arrival at the Sac and Fox agency, I found him at Ewing's trading-house. On questioning him in relation to the mail delivered to him by Mr. De Baun, he denied knowing anything of it; said that he had sent me a written statement to St. Louis. None, however, has been received. I

left Mr. Harris in the Indian country, where he has been for the last four or five months, if not in the employment of Mr. Ewing, certainly spending his time with the colonel and at his trading-houses.

I would call your special attention to the statement of John Goodel in relation to the course pursued by Mr. S. Phelps in inducing the Indians to demand their money immediately to be paid to the chiefs, and to the manner of the payment. Mr. Goodel, as far as I have heard, is considered a man of veracity. Mr. Goodel says: "Mr. Sumner Phelps, who has been considered the head of the outfit at this post of P. Chouteau, jr., & Co., came up from St. Louis with Major Beach at the time he brought the annuity; he frequently told the chiefs and the principal men, through me, that the chiefs could not pay their debts if they waited for the instructions; that they ought to go and demand their money of the agent, and if he did not pay it out to them, to take it by force; that the government intended to take \$10,000 to build a mission and school houses, and \$5,000 a year to keep them up." He further says: "The next morning a man was sent by Mr. Phelps to direct me to go for Keokuk to go alone to their trading-house. I did so, and Keokuk arrived at the trading-house soon after I did, alone. Mr. S. Phelps urged him to call the Indians together, and demand their money that day from the agent; that if they waited until Major Beach got the instructions, they would not pay their debts." (This was on the day of the payment.)

Similar views were urged by Mr. William Phelps, as stated by Keokuk. The extraordinary anxiety and means resorted to by these gentlemen to procure a chief payment will be less surprising when it is understood that the house with which Mr. Phelps is connected received over \$45,000 of the money in bulk; having furnished the other traders with goods, they received all the money. I would call your attention also to the statement of Goodel, Scott, and McGee, as to the manner of the payment, especially that to the Foxes. I will add that Mr. Goodel's statement was free, without leading questions, and was made and written in the presence of several gentlemen as well as myself.

Major Beach, as you have already been informed, on the payment to him of the annuity money here, was positively instructed to make no payment until the general instructions were received by him. He knew the law of the last session of Congress on the subject, and he was informed by me what the character of the instructions would be. The payment was made unusually early. The Indians, except a part of the Foxes, that had raised corn in the Kickapoo country, had their fields, villages, and *wells* within a few miles of the agency, and no unusual mortality or sickness among any of the Indians, during the last fall, has come to my knowledge. Besides, Mr. Beach had a large sum under his own and the chiefs' control for the purchase of provisions if needed by them.

Mr. Beach should not have fixed a day for the payment of the annuities before he received the instructions; and when the Indians

pressed for the payment he should, if he thought it necessary to yield at all, have offered it on the terms of what he was informed by me would be the instructions.

After a careful review of all the circumstances and facts that have come to my knowledge, I can see no justification for Mr. Beach's making the payment when he did. I believe it would have been much less difficult to have restrained the Indians from any overt act of violence, than it was to have got them up to do what they threatened.

That the instructions were suppressed, and that with the knowledge and by the assistance of the two houses of Chouteau and Ewing, there can be no reasonable doubt; and that the Indians were stimulated and excited to make their threats to take the money by force, if not paid immediately, by the two Phelps, is equally clear. No one acquainted with the Sac and Fox Indians, and with the character of the trade among them, can for a moment doubt that their conduct was influenced by their traders.

I have strong reason to believe that the traders, (at least a part of them,) having large claims to collect, were disposed to carry out the same course with the Pottawatomies, on the Osage, that they did among the Sacs and Foxes; in proof of which I refer you to Col. Vaughan's letter, marked F, in which he states that Mr. Sarpy, of the house of P. Chouteau, jr., & Co., and Mr. Ewing called on him, three several times, to know what he would do if the Indians were to set aside \$17,000 for the payment of national debts, (in violation of the instructions which they had both seen and read;) and nothing, as I am advised, but the want of concert among the traders prevented the effort from being made with the Indians; and, if successful with them, would have been pressed to the furthest extent. *I have authority for saying that Colonel Ewing was far pursuing such a course.*

The Fox Indians, in the late payment, received but \$3 a piece, instead of \$35 to \$40, to which each would have been entitled had the payment been made to heads of families. The payment was made in great confusion; they were left but with little money and, if I am not misinformed, less credit.

You must be aware of the extreme difficulty of procuring testimony in the Indian country, where wealthy and influential traders are to be affected by it, especially where there is no authority to compel the attendance of witnesses or to administer oaths. The greater part of the whites in the country are in the employment of the traders, and the few who are not are too often afraid of their influence with the Indians and *imputed influence with the government* to communicate anything to their prejudice, unless compelled by legal process.

Before my arrival in the Sac and Fox country, the Indians held a council with Major Sublette; all the principal men of the Sacs being present. Their speeches were forwarded to you from this office on the 18th ultimo. I request that they be taken into consideration with and form a part of this report. If my recollection

be correct, (I have no copy,) the principal chiefs asked that all of their traders be sent out of the country. They say the traders have too many white men in their employment; that when they go to trade they find more white people in the stores than Indians; that they cannot hold a council among themselves, without being interrupted by the presence of the whites; that they are wasting their timber by making large fields and building large houses. These views were advanced by the most prominent men in the nation. When I met them in council, I informed them that I had seen the proceedings of their council with their agent, and that they should be forwarded to Washington.

Messrs. Chouteau and Ewing have been trading with these people many years. It cannot be disguised that, with their large annuities, they are becoming poorer and more degraded each year; in fact, they are now the most abandoned and degraded Indians on the frontier. I do not know that they have stolen from the whites, but their depredations upon the neighboring tribes are intolerable; and it will require energetic measures on the part of the government to prevent their ruin.

They are the only Indians within my knowledge that object to have schools or missionaries among them; why they so object is a matter of surprise. But if such arguments as are attributed to the Messrs. Phelps, at the late payment, have been used with them to prejudice them against schools and missionaries, by influential traders, the cause of their objection is easily seen.

I am aware that great objections are urged and difficulties thrown in the way of any effort to correct abuses in the Indian country. Privileges of American citizens are urged; long connexion with the trade, &c. But has the trader any claim upon the government when he is found using his influence to nullify the action of the government? or has he any claim upon the Indians when they are yearly becoming poorer and more degraded with this connexion?

I believe that the sagacity of Keokuk, Hard Fish and Appenouse has pointed out these difficulties, and the injuries which they are sustaining from their connexion with their traders, and the unfavorable position towards the government which they had been made to assume at the late payment, which induced them to request their removal. I can see no objection to the granting of their request; it was doubtless made upon due reflection among themselves. If it is granted, it should apply to all connected with the two houses. The Sacs and Foxes have nothing to lose by their removal.

In the council I held with the Sacs and Foxes, I fully explained to them the instructions of the 30th August last; told them that the object of the government was to protect them and to do injury to none; that the individual payment was intended for the benefit of the whole nation; that the government did not mean to prevent their paying national debts, heretofore contracted, but that the government had reason to believe that many of the Indian national claims were of an improper character, and that it had determined to examine such claims before it would permit the chiefs to pay them out of the funds which properly belong to the whole nation.

They expressed themselves in the strongest terms of approbation of the plan.

All of which I have the honor, respectfully, to submit, and to be,

With great respect, your most obedient servant,

TH. H. HARVEY,
Superintendent of Indian Affairs.

Hon. WILLIAM MEDILL,
Commissioner of Indian Affairs, Washington city.

A.

OSAGE RIVER AGENCY,
January 29, 1848.

Being called on by the superintendent of Indian affairs, Major Harvey, to state any facts or circumstances that came to my knowledge in relation to the late Sac and Fox annuity payment, by which the Indians were induced to demand their annuity from the agent, before the receipt of his instructions from the superintendent:

I was employed by P. Chouteau, jr., & Co., traders with the Sacs and Foxes, in September, 1846, and continued with them until near the 1st of October, 1847, acting as interpreter and as laborer. Mr. Sumner Phelps, who has been considered the principal or head of the outfit at this post of P. Chouteau, jr., & Co., came up from St. Louis with Major Beach, at the time he brought the annuity; he frequently told the chiefs and principal men, through me, that the chiefs could not pay their debts if they waited for the instructions; that they ought to go and demand their money of the agent, and if he did not pay it to them, to take it by force; that the government intended to take (\$10,000) ten thousand dollars to build a mission and school houses, and (\$5,000) five thousand dollars a year to keep it up; that the government intended to put pantaloons on them to make them work, which would make them all equal; that the chiefs would be no more than common men.

On the day previous to the first council, when the Indians demanded their money, Major Beach, the agent, spent the greater part of the day at the trading-house of P. Chouteau, jr., & Co., with Sumner Phelps. I passed them in the prairie between sundown and dark, on my way to James Smart's. The next morning a man was sent by Mr. Phelps to direct me to go for Keokuk, to go alone to their trading house. I did so, and Keokuk arrived at the trading-house soon after I did, alone. Mr. S. Phelps urged to call the Indians together and demand their money that day from the agent; that if they waited until Major Beach got the instructions they could not pay their debts.

The Indians met in council with the agent and demanded their annuity to be paid to them in bulk. The agent told them that he was waiting for his instructions from St. Louis. He said but little to them. The Indians told him that they would come for it next

day, and if he did not pay it to them, they would take it by force. They met the next day at the agency, and were the greater part of the day in council among themselves and the traders. They differed among themselves in relation to the payment, and did not demand the money that day. Major Beach told them that they had altered their minds; that they told him yesterday, they were going to take it; that to-day they talked differently; that he should exercise his own will whether he let them have it or not. This was on Saturday. They told him as white people did not do business on Sunday, they would not come until Monday.

On Monday they met and demanded their money, and Major Beach paid it over to them. He first paid the Sacs one-half of their annuity. The Sacs paid ten thousand dollars to P. Chouteau, jr., & Co., and six thousand dollars to Mr. Kenzie; the balance they requested Major Beach to keep and divide among them by heads of families.

The Foxes' money was handed out and put in a pile, and they were told it was theirs. They receipted for it. Powashiek, the first chief, paid Colonel Ewing five thousand dollars. Peshe-shemone, another chief, paid Colonel Ewing four thousand dollars. Powashiek paid Scott nine thousand dollars. Powashiek and Peshe-shemone took each one thousand dollars. The balance, as well as I recollect, sixteen thousand dollars, remained in the pile. Major Beach asked then if they were not going to pay Colonel Ewing's note of twelve thousand dollars, which he had. They said they were not going to pay any more; that they wanted the balance for their women and children. Major Beach got into a passion, and told them they came to him last fall, of their own accord; and signed the note before him, and requested him to take the money out of their next annuity; that they must and should pay it; and abused them for a considerable time. Finally, Powashiek told them to take it, which left them four thousand dollars, to be divided among them—which was about three dollars each.

I heard several of the Fox chiefs say, that they did not owe the note, and that they must have been drunk when they gave it; that they had no recollection of it, and that they did not mean to pay it. The payment of the Foxes was a scene of great confusion.

I certify that that the foregoing statement is substantially true.
Given under my hand.

JOHN GOODEL.

Attest: SOL. P. SUBLETTE.

B.

WESTPORT, MISSOURI,
February 2, 1848.

DEAR SIR: Agreeable to request, stated in your letter to me of this day, I give you all the information I am possessed of concerning the late payment of the Sacs and Foxes.

I was on a visit to the Messrs. Chouteau, jr., Phelps & Co.'s store a few nights previous to the payment. As I left to go home, Mr. S. S. Phelps followed me a short distance, and accosted me as follows: "Have you a very trusty man about your place?" I told him we had no one hired, except a Chippewa Indian; but that our clerk, Mr. Mildrum, was a very trusty young man. He said, he thought he would not answer. I then asked him for what purpose he wanted him? He then intimated he wanted a trusty person to send after the mail, and to keep it back till the payment was made. I told him, we had no one that would be engaged in that matter. This was the conversation that passed between us, as near as I can recollect. A day or two after this, I was informed by Mr. De Baun, of St. Louis, who started from Westport with the mail, that he was met by a man between Westport and the Sac agency, who presented him with an order from Major Beach, Indian agent, for the mail, and that he had delivered it over to him. I heard nothing more of the mail till after the payment, when I was informed by Mr. J. B. Sarpy, of St. Louis, upon my inquiring of him if the man who was sent after the mail had returned—he said, the man Ewing sent for the mail was a fool; he had returned the next evening, after getting the mail, contrary to instructions, and that Ewing had kept him locked up in one of his houses to prevent his being seen.

All of the annuity money for the Sacs and Foxes was paid to chiefs—the Sacs receiving one-half, the Foxes the other half. The Sac chiefs set aside \$18,000 or \$19,000, to be paid to heads of families, which was paid the following day—each individual received (\$11) eleven dollars. About sixteen thousand dollars were paid to traders; the balance the chiefs and braves got. The Foxes reserved four thousand dollars, to be paid to heads of families, which gave each individual three dollars; the balance was paid to their traders, Ewing receiving twenty-one thousand dollars.

Very respectfully, yours,

R. A. KENZIE.

TO MAJOR R. W. CUMMINS,
Indian agent.

C.

JACKSON COUNTY,
February 8, 1848.

The deposition of Allen B. H. McGee, of Jackson county, taken before Walter Bales, at the instance of Thomas H. Harvey, superintendent of Indian affairs:

Question by Thomas H. Harvey. Were you at the late Sac and Fox payment? if so, please state the circumstances connected with the payment; especially, in relation to the alleged suppression of the instructions from the department to regulate the payment, and the manner in which the money was paid to the Indians, or others,

and any threats or attempts to take the money by force from the agent?

Answer. I was at the Sac and Fox agency at the payment (in September, 1847) of the annuities. I left Westport on Saturday previous to the payment; Mr. De Baun, of St. Louis, left Westport on the day previous with a packet, as he told me, for the agent, which he supposed contained the instructions in relation to the mode of payment of the annuities. On my arrival at the agency, or rather the trading house, of the Phelps's, or P. Chouteau, jr., & Co., Mr. De Baun informed me that he had delivered the packet to a young man on the road, who had an order from the agent for his letters on the postmaster at Westport. The Indians were assembled at the agency on Monday morning, I think, the 10th of September. The agent stated that he had not received any instructions; that he should make the payment as he had usually done, in accordance with the request of the Indians. I heard no threats from the Indians in relation to taking the money. One half of the money (that is, of the annuity, as I understood) was set out—and the Sacs were asked by the agent how they wished him to pay it? They said they wanted Kenzie to have six or eight boxes, Chouteau ten or twelve boxes, (I am not positive as to the particular amount paid to each of the above persons, as the representatives of their houses,) and the balance to be divided equally to heads of families. The Foxes' half was set out in the same way, and they were asked how they would have it divided? Powasheik, the head chief, took a box and set it at his feet; nine boxes were paid to their trader, Scott, and nine to Mr. Ewing. Mr. Beach, before commencing dividing their money, took out a note, given by the Fox chiefs, as he stated, to Messrs. Ewing, for (\$12,600) twelve thousand six hundred dollars, and told them that they had come voluntarily and made the note, and that they promised to pay it at this time, and that they ought to pay it. This was after they had paid Scott the \$9,000, and Mr. Ewing \$9,000, as above stated. He told them that that was not enough; that it was \$12,600 they owed Mr. Ewing. They observed, that they wanted to talk about it—that they would wait until to-morrow. Major Beach observed, in a loud tone of voice, now is the time to pay it. Powasheik told him to take it. Twelve boxes, and a part of another, were taken and turned over to Ewing's clerk, Mr. Street; the balance was requested to be paid to heads of families—I understood it amounted to three dollars a head.

Question. Did you consider Powasheik was satisfied with the payment?

Answer. From his manner, I did not think he was. I do not understand their language; those who did, remarked that he stated, when the payment of the \$12,600 was insisted on by the agent, to take it all—meaning their annuity.

Given under my hand this day and date above.

A. B. H. MCGEE.

STATE OF MISSOURI, *Jackson county:*

A. B. H. McGee, signed and swore to the foregoing certificate, this day, before me, a justice of the peace for the aforesaid county and State.

WALTER BALES, *J. P.*

FEBRUARY 8, 1848.

D.

Statement of John B. Scott, with respect to the last payment of the Sac and Fox Indians, on or about the 23d day of September, 1847.

I was there when the money was brought out of the house to pay the Indians. Colonel W. G. Ewing then presented a note, of amount which he told the Indians, through his interpreter, was twelve thousand dollars, and presented it to Powashiek, chief of the Fox Indians, who told him he would not pay it. Then this note, above spoken of, was taken away. Then Powashiek ordered nine boxes of money to be set out and paid to Ewing; then the same amount to me.

About that time the agent, John Beach, brought up the note and held it in his hand, and told Powashiek that he had come before him and acknowledged the making of this note, without his (John Beach's) knowledge of what he done respecting the making of the note.

About that time there appeared to be considerable excitement; at the same time the agent, John Beach, urged the payment of the note, for which there were twelve boxes more set out, by picking up and putting it into the window.

JOHN B. SCOTT.

E.

[Extract.]

AGENCY, CITY OF IOWA, *January 11, 1848.*

DEAR SIR: When I got to Westport with the money, (Wednesday evening, September 8th,) I took along all the mail there was; and a man whom I knew, Mr. J. Hutchinson, expecting to come out the next week, I asked him to bring such mail, as there might be, and he promised, should there be anything appearing official, if possible, to bring it out as soon as it arrived. I also asked Price, the postmaster, or his nephew, Keller, to watch for trusty opportunities to forward. I reached agency, 10th; and, on the evening of 16th, my next mail, embracing three arrivals at West-

port, came to me; both, I believe, by Hutchinson, who came out that day, though he did not bring it to me. I think a man named Sharp brought it to the house. I opened it, feeling sure of the instructions, which, much to my vexation, were not there; but the way-bill, signed by Price, proved all to be right. About the same time I heard (perhaps the word was brought by Hutchinson) that McGee, of Westport, would start out on the 18th, and bring the next mail, to wit: of that day. I felt pretty sure that such would be the case, from what he told me; but, to make it perfectly sure, learning that a man was going in, and to return, I gave him an order for the mail. I was in a hurry; wrote the order in a hurry, with the idea that it would be a mere chance if he got the mail; nor did I know the man by whom it went. Next evening, the 17th, a few hours after the council at which the Indians had threatened to seize the money, I being alone at the house, De Baun, of St. Louis, came in; said he had just arrived. He got upon the subject of the council. I read him the speeches; spoke plainly of my vexation at the non-receipt of the instructions. He staid some time; went with me to tea. The next day the Indians were to seize the money. That night was an anxious night to me, as well as a busy one. I had good friends there, in ordinary cases; but only one who could be useful, (as talking both tongues,) on whom I could depend. I was sure I would receive the instructions on Sunday, 19th, and my effort was to get over the 18th, if I could; and I did get over it. The Indians came up. Everybody expected to see me pay, or the money be taken; but I knew differently. Here, however, my ability was at an end, until after Sunday, on which day of the week the Indians never knowingly came to me. I saw De Baun much on the 18th. On the 19th McGee brought the mail; and all right, as per bill. There were no instructions, and I was done for further effort; I felt out of patience; at all events, I had to make the best of a bad matter; and, when the 20th came, and with it the Indians, they got the money. I saw De Baun daily; must often have spoken to him, or in his presence, about the non-receipt of the orders; and during all that week he carefully avoided all reference to the mail.

When I came to Westport, (leaving the country,) I found a mail of eighty cents was charged which I had never received, nor any part of it. On investigating, it was traced to De Baun; otherwise, it would have been part of that received on the 19th, in regular course. De Baun came through Westport next day, and, learning from Price that he was detected, began, on meeting me in St. Louis, (he passed me on the river, aground,) to explain and excuse himself about it; expressing great surprise that I had not received it; said he had my order for the mail. I told him the order was to Price, not him. I said but little to him. I never heard, that I remember, of any Harris being over at the agency at Osage. I never knew or saw, to know, any of that name. I must have often heard the name of the man to whom I gave the order, but am confident it was not Harris. As McGee brought the mail—the only

one I could or did expect—the order, as well as the man it went by, escaped my mind; nor did I ever see the man afterwards.

De Baun's whole course seemed to me strange—*i. e.*, to my subsequent reflection. He left St. Louis, intending, as he said, to go in company with me all the way out. On the boat he changed his mind, landed at Wellington; and the next I heard of him, at Kansas, soon after I passed through. He learned on the boat of the instructions which were to come, before the payment could take place. His business up there was to collect from Scotts and Whistler. The impression I took up, on first discovering the loss of the mail, reflecting on attending circumstances, &c., was, that De Baun had played the game knowingly, designedly, with sinister intent. If there were official documents in the package entrusted to him, he would likely have known it, and supposed it the one in question; and he equally knew that I had not received it; and he most assuredly did, with a marked care, abstain from reference to it, under circumstances which would naturally, I may say *necessarily*, have led him to speak of it, had there been no decision.

With much regard, I remain your obedient servant;

JOHN BEACH.

Major TH. H. HARVEY,
Superintendent of Indian Affairs,
St. Louis, Mo.

F.

KANZAS RIVER,
January 27, 1848.

SIR: In compliance with your request I hasten to give you the particulars of three interviews sought and had with me by Messrs. Sarpy and Ewing at the late Pottawatomie annuity payment, in relation to the Pottawatomes paying one-half of their old debts. The whole amount of debts claimed by the traders from the Pottawatomes of the Osage river sub-agency, and which they have executed their notes for, amount to \$35,000. The one-half of that amount a portion of the traders insisted should be paid out of their annuity, that they had assembled to receive, notwithstanding there was an express understanding when they executed their notes, that no portion of the amounts was to be paid until they received the annuity accruing under their new treaty, at their new homes on the Kansas river. Messrs. Sarpy and Ewing, after feeling the pulses of the Indians, believed that they could succeed in getting the Indians to set aside an amount sufficient to pay one-half of their indebtedness, say \$17,500; but the instructions which I had received from the department, and which I fully explained to the Indians in council assembled, and the contents of which they were familiar with, presented an insuperable barrier; consequently they conceived it important that I should be consulted and my sanction obtained before their plans and wishes could be consummated; therefore, the

necessity of the interviews above alluded to. The first time they called at my house they inquired of me, should the Indians set aside some seventeen boxes, with a request that it should be applied to the payment of their debts, whether, or not, would I give my sanction? I promptly told them I could not. The matter there dropped, and in a short time they left. On the next day they called at my house again and inquired of me, should the Indians force me to hold some seventeen boxes by refusing to receipt for that amount, saying they wished it to be applied to the payment of their debts, in that case what course would I pursue? I informed them that I should deposit the amount in bank and wait for further instructions from the department. The third and last time they called upon me, so soon as the subject was mentioned I informed them I could not, under no circumstances, recognize any debt of a national character, neither would I deviate *one jot or tittle* from my instructions under any circumstances whatever. The above is the sum and substance of what transpired.

I have the honor to be, sir, your obedient servant,
 A. J. VAUGHAN,
Indian Sub-agent.

Hon. TH. H. HARVEY,
Supt. Ind. Affairs, Westport, Mo.

FILE No. 7.

St. LOUIS, *February 14, 1848.*

Sir: Herewith please find the statement of Mr. Wm. D. Harris, dated at Westport, Missouri, January 7, 1848, which I respectfully ask may be filed with our other papers, in the appeal case now before you, touching the revocation by the superintendent of our Sac and Fox license.

I had expected to have received this or an answer from Mr. Harris long ago, having written him on the 31st December last, but from the irregularity of the mail, or some other cause, it only reached here on yesterday.

I confidently think you will have but little difficulty, with the facts before you, in coming to the same conclusion I have as regards this Mr. De Baun, viz: that he is a contemptible, lying, and malicious scoundrel; that his statement is false, and that he himself is guilty of the very offence which he has knavishly attempted to impute to others.

The injury done us is very serious, and it seems truly hard thus to be wronged, and annoyed through the instrumentality of this irresponsible, false-hearted *rascal*. I cannot but hope that you will, upon a full examination of the case, at once restore us to our rights and privileges, now most wrongfully withheld from us.

The superintendent is absent, and has been, I am informed, for the past month. I therefore forward the enclosed statement of Mr. Harris direct to the honorable commissioner of Indian affairs,

and respectfully ask that it may be filed with the other papers in the case.

Very respectfully, your obedient servant,

GEO. W. EWING.

Hon. Wm. MEDILL,
Commissioner Indian Affairs.

N. B. Herewith also please find copy of my letter of 31st December last to Mr. Harris, and the original of his to me in reply on the 7th ultimo.

WESTPORT, Mo., January 7, 1848.

SIR: Your favor of the 31st ultimo, covering the statement of a Mr. De Baun, is just received; and I am at a loss to express my astonishment at the hardihood and barefaced falsity of the man.

If it is me to whom he has made reference—if I am the "Mr. Harris" therein alluded to, I hasten to repel it, and pronounce it a wilful misrepresentation; wholly untrue, so far as I am concerned.

I have drawn up, and herewith send you, a statement, in reply to the garbled one of the said De Baun. It is addressed to the superintendent of Indian affairs, at St. Louis. You are at liberty to do as you please with it, and I thank you for giving me the opportunity to reply, at once, to this wilful and false statement.

I have been around some, but do not find furs very plenty, so far; this season. I hope, however, to make a pretty good collection, and am glad to hear that you think the prospect for good prices, next spring, is favorable. I hope, with what I may pick up, and what Rhodes gets at our Winnebago post, we may have a good lot to sell next May. Do you expect to purchase skins then, as heretofore?

Very respectfully, your obedient servant,

W. D. HARRIS.

Mr. GEO. W. EWING.

WESTPORT, Mo., January 7, 1848.

SIR: I have just received from Mr. G. W. Ewing, of St. Louis, a copy of a statement, which purports to have been written on the 16th November last, at St. Louis, and signed by a Mr. Geo. De Baun, jr., and addressed to you.

You may readily imagine my surprise and astonishment, at seeing, in that statement, a reference made to a "Mr. Harris, a young man in the employ of Messrs. Ewing," &c., and charging him with things to me unknown.

Now, as I have been travelling in company with, and assisting Mr. Geo. W. Ewing, more or less, since about the 21st September last, and as my name is Harris, I beg leave, most respectfully, to state, that *all* that is said in the said statement of Mr. Geo. De Baun, jr., before referred to, (if I am the Harris meant by him,) is wholly unfounded and *untrue*.

It is not true that I met said De Baun, as stated by him, "riding furiously," or in any other way, between Westport and Sac and Fox agency.

It is not true that I had an order on him for Major Beach's mail; Major Beach gave me no such order. I never saw Major Beach—would not know him if I was to meet him. I was not at his agency. I am astonished at the effrontery of this man to make such a statement.

It is true that I came up to this place (Westport) in the month of September last, and from here proceeded out south about fifty miles, to the residence of Mr. Joseph Clymer, near the Miami lands, and near to where the Messrs. Ewing have a Miami trading house. I offered to assist their men at that post during the payment.

My object was two-fold; first, to improve my health, and secondly, to make arrangements and purchase furs and skins on the western frontier, during the fall and winter, if I could make it worth my attention. Hence my motive for travelling with Mr. Ewing, he being acquainted with the country.

It is not unknown to you, that Mr. Henry Rhodes and myself obtained a license from you in *July last* to trade with the Winnebagoes, on Turkey river, near Fort Atkinson. I came down from Prairie du Chien about the 1st September last, my partner being still there in charge; and it was designed that I should purchase furs and skins along the Missouri frontier, if, upon examination, I thought it would justify us.

Having heard that the Miami payment would likely soon be made, I went from the Miami post, at the instance of Mr. Clymer, across to the Sac and Foxes post, to inform Mr. Ewing. It was very late in the evening when I reached the latter post. Mr. Ewing was still up, however, and in the store. After consultation, he said we would start for the Miami post early the next morning. I laid down and slept some, being quite fatigued. Mr. Ewing remained up writing; and, as I understood him in the morning to say, he had not gone to bed. About daylight we left, and reached Colonel Vaughan's sub-agency, at Pottawatomie creek, about 11 o'clock, a. m.

This was on the day after the Sac and Fox payment had been made, as I was informed by Mr. Ewing, the day we travelled together. He told me the Sac and Fox payment was made, and that he had been quite fortunate, he thought, in getting all that the Messrs. Scott owed him.

I was not at the payment of the Sacs and Foxes, and, therefore, all I know about it was gathered from what I heard Mr. Ewing and others say in regard to it.

Colonel Vaughan invited us to stay with him that day, adding, that "you need not be in such haste; the Miami payment will not come off for several days yet." Upon hearing this, Mr. Ewing and myself finally concluded to remain there that day, and proceed on over to the Miami post the next morning. I was very much fatigued, having rode hard that day and the day previous. Both of the horses that I rode were rough trotters, and I was willing to rest, finding that Mr. Ewing agreed to it.

We stayed over night with Colonel Vaughan. The next morning we proceeded over to the Miami post, and stayed at Mr. Clymer's. In a day or two, Colonel Vaughan came there and then returned again to his agency, and I understood that the payment had been postponed, as the Miamis did not seem willing to receive a part of their money. Mr. Ewing returned with Colonel Vaughan. Mr. Allen Clymer and I went over the same day, and I remained at the Pottawatomie creek until about the 7th of October. After the Pottawatomie payment was over, I went to Sugar creek, and stayed there with Mr. Lewis until Mr. Ewing returned from Neosho, which was about the last of October. I then went over to the Miami post, where I saw you, about two days, perhaps, after the Miami payment had been made.

I may have seen such a man as Geo. De Baun at the Pottawatomie payment ground, for there were many strange white people there, but I have no acquaintance with the man, and have no recollection of having seen him.

I will here add, that it has been more with a view to regain my health than from any pecuniary consideration, that I embarked in this frontier business. I had, for many years, been confined to business in Indiana, and my health had become impaired. I was advised to go at some active, out-door business, and this is what induced me to come out on the frontier.

I can, at any time, give satisfactory references as regards my own and family's character, and I trust I will not be considered as acting obtrusive, when I claim and exercise the privilege of replying to and repelling, as I here do, the gratuitous remarks contained in Mr. De Baun's statement. I repeat it, if they are meant to allude to me, they are wholly untrue.

Very respectfully, your obedient servant,

W. D. HARRIS.

Major TH. H. HARVEY,

Superintendent Indian Affairs, St. Louis.

ST. LOUIS, December 31, 1847.

DEAR SIR: Herewith please find copy of a statement made and filed by a Mr. De Baun, as it seems, with Major Harvey, the superintendent of Indian affairs of this city. I desire to call your attention to it, and will thank you if you will make and forward to me, or to Major Harvey, at your earliest convenience, your reply.

Major Harvey, I am sorry to say to inform you, has acted upon

this malicious, false, and garbled statement; and, without affording us any opportunity to reply to it or show its falsity, he has revoked our Sac and Fox license; this, too, in my absence, and without any notice having reached me. If you are where this will soon reach you, please make out and forward your statement without delay.

We shall appeal from this oppressive decision, and hope soon to have our rights restored.

You had perhaps better address your statement to the superintendent, but I would prefer that you send it to me, that I may know that it has come to hand. I will either file it with the superintendent, or send it to the Secretary of War, as my attorney may direct.

This is a most high-handed outrage, and can't fail to injure us seriously.

We have no recent advices, as regards furs and skins, but I am of opinion, if you can purchase at low prices, you will make well on them. Prices will most likely advance next spring.

Your partner, Rhodes, has been down here from Fort Atkinson, and laid in some winter supplies. He informed our people here that he was doing pretty well; had received your letters, and was glad to learn that you had got rid of the ague.

Hoping soon to hear from you, and that you will forward me a statement, as requested, I remain, your obedient servant,

GEO. W. EWING.

Mr. WM. D. HARRIS,

Firm of Harris & Rhodes, now at Westport, Mo.

FILE NO. 8.

SAINT LOUIS,
February 5, 1848.

SIR: Accompanying our appeal, in the case of our Sac and Fox license, now before you, you will find a certified extract from Major John Beach, late Indian agent's letter to me of 24th December last.

The letter was unasked by me, and after having received it, I wrote him, viz: on the 8th of last month if I could freely use the letter, &c.

Herewith, please find his statement to me of the 22d January last, and which I now respectfully ask may be filed with our other appeal papers, in the case above referred to.

On the 25th December last, I am also informed that Major Harvey, superintendent Indian affairs, wrote to Major Beach, and requested him to state what he knew of this matter of George De Baun and his lost mail, &c.

Major Beach wrote him in reply, on the 15th ultimo.

I subsequently wrote to Major Beach. In reply, he refers me to his said letter to Major Harvey.

I have not been favored with a copy of that letter, and have now to request that you will call on Major Harvey for it, and place it among the papers of our appeal now before you.

Very respectfully, your obedient servant,

GEO. W. EWING.

Hon. WM. MEDILL,
Commissioner Indian Affairs.

SAC AND FOX AGENCY,
Iowa, January 22, 1848.

SIR: I hereby certify to the facts, circumstances, &c., &c., set forth by me in my letter to you of December 24th ult., in reference to the act of a Mr. De Baun, of St. Louis, having intercepted letters addressed to me at the Indian agency, in September last. I certify that all I have stated there is true, to the best of my knowledge, belief, and opinion; summing up that I believe said De Baun guilty of having wilfully, purposely, and with improper intent, suppressed a mail, with a design to prevent its coming into my hands, in which mail, I have reason to believe, were official instructions from Major T. H. Harvey to me; and further that I never knew any thing to justify the least suspicion that you directly or indirectly, by yourselves, or any in your employ, were concerned in the transaction. And you are hereby authorized to use the whole of my said letter of December 24, in such way as you may choose in your own defence and justification, which I wrote before hearing from you in the matter, actuated alone by what I believe truth and justice required. And my opinions and statements in said letter, in regard to the matter in hand, I would avow and utter if under oath, before a court of law, or other legal tribunal.

JOHN BEACH.

Col. GEORGE W. EWING.

FILE NO. 9.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, January 18, 1848.

SIR: I have the honor, herewith, to enclose two letters received by this day's mail from Agent S. P. Sublette to your address, together with the minutes of a council recently held by him, with a few of the Sac and Fox chiefs and braves.

With great respect, I am, sir, your most obedient servant,

JOHN HAVERTY,
Clerk Indian office.

Hon. W. MEDILL,
Commissioner Indian Affairs.

OSAGE RIVER AGENCY,
January 8, 1848.

HONORED SIR: I have received with much gratification a copy of your letter, December 8, informing me of the additional number of tribes to this agency. I feel highly honored by the confidence you have placed in me. My highest ambition will be to prove myself worthy of your regard.

With due reverence and esteem, your most obedient servant,
SOL'N P. SUBLETTE,
U. S. Ind. agent,

Colonel W. MEDILL,
Office of Indian Affairs, Washington.

By my request there was about thirty-five braves and head-men with three principal chiefs of the Sac and Fox nations assembled in council to-day, the 27th of December, 1847. They had a consultation previous to the one that they had with me in my office. Previous to my leaving St. Louis you wished me to keep your office well informed of all that transacted in this agency, and not wishing to bias you in the least for or against any one, moreover to give you a correct idea of the Indians' wishes, induced me to send you their speech in council, as it was translated to me, which I have no doubt but it was a true translation. The three chiefs that was in council, namely, two Sac, Keokuk, Wish-e-com-aque, (or Hard Fish,) and one Fox, Pe-sish-e-mon.

I first told them that their father sent me here to act as agent for them, and call them in council as soon as possible, to tell me the cause of their dissatisfaction and their wish. I also told them that their father was very much displeased about the way they acted, and the threat, the abuse, &c.; that their father told me to tell them that it would not be permitted for them to use abusive language to him or the United States. Also, that the annuities would hereafter be paid semi-annually to the heads of family, and the way that the thirty thousand dollars had been misapplied, by being distributed among the chiefs, and that it would only be used for the original purpose for which it was intended, &c. I told them the cause of the physician leaving; it was your wish for them to have a doctor, but at a more reasonable rate. I tried to impress upon their minds the disadvantage or dangers attending the prairie life, that it was your wish for them to settle upon their own land and become contented; that you are willing to assist them in anything that would add to their happiness. I then told them that I listen, if they had anything to say.

Wish-e-com-aque first spoke: We are all very well pleased with the agent that our father has sent us, hoping hereafter that our women and children will fair better than our braves have heretofore. We are all willing to the payment, and our only wish is that it may come as soon as possible. The traders have imposed upon the women and children, and I had a mind to tell you so the first

time that I saw you, not only upon the women and children, but on the braves also; they neaver get any of the money, and they do not know what it is worth. We came here last spring was a year, with the intention to remain in this country; in a short time the traders commenced pouring in, and destroying all of our timber and making large fields; we supposed that they would only build trading and other houses for themselves to live in. I went to them with my braves and told them about destroying the timber and making such large improvements, and they still destroy. Their accounts and papers follow us all around, and we neaver get *dun* paying them: it's pay all the time and never scratch out. There are most as many whites as Indians at the trading houses.

Keokuck, Sac chief: As you are a stranger come among us, keep an eye upon the traders and see for yourself. Our father accuse us of making a fuss last fall. True, we did make a fuss on two accounts; first, the traders made us do it; second, when the chiefs and braves would meet a council, and the traders would hear of it, they would come and break it up. Wish-e-com-aque tells the truth that the traders has followed us, and caused it to be managed the way that it has been *don*. Before we left Racoon river; Major Beach showed us the map of two places for us to settle upon, they ware Kansas and this place, and as it took us some time to look around and see the country, when they got here, the traders had come in advance of us, which made me ashame to come to our country. When I came, the traders had staked out and settled upon the ground that we had selected for our village; that is the reason for our wintering on the Kansas.

As we have not been able to raise sufficient to support us, we want you to get us some provision by the 25th of March next, when we commence farming, and cannot hunt. We are willing for the thirty thousand dollars to be put to benevolent purposes, and the ballance to be distributed to the heads of families. I want you also to look to the gunsmith; he is very negligent about his duty, as he took one of my brave's gun and threw it out of the door, and put him out after it. Yesterday he accused my son of stealing his powder flask. I wish you to get another gunsmith in his place.

Pe-sish-e-mon, Fox chief, (Kish-ke-kosh spoke for the chief.) The chief and braves are all well pleased with what you have said. Also, the Foxes are all pleased that the President has sent some one so soon to take care of us. This (pointing to the Fox chief Pe-sish-e-mon) is the great chief that the Great Spirit has sent us by inheritance; he is chief, he is the last, (I act as speaker for him.) The old chief, Wapello, was known by every body; them that have not seen him, have heard of him, and this one tryed to follow in his tracks. We have two chiefs, Powashiek and Pe-sish-e-mon. Powashiek is a trying to get back, I think, to Iowa; the reason he *dos* not want to remain here, is on account of the traders coming in ahead of him, and he will not come here to live.

These traders have taken our land, timber, prairie, and they, still not satisfied, must add on higher prices upon their goods. You see that there is none but the braves, yourself and the interpreter here;

hereafter, when the money comes, let the traders have nothing to do with it at all; if you need any assistance hereafter in handling the money, there are a plenty of blacksmiths to help you. The probability that some of the traders will remain, should pay rent for the ground that they have. Also, when some of the Indians comes to the shop to get wourk *dun*, some of the trader are in there first, and they hate to lay it down, and that detains us.

Our chief is of the same mind as the Sac chief, as to burying the dead; he also agrees about getting provision. When the money is brought, this chief wishes an equal division between the two bands of Foxes, (from the best information I can get, Powashiek's band is the largest;) the reason that we want it divided, is because Powashiek generally gets more than his share of the annuities. (I told them that I would only pay such as would come for it.) I am in hopes that you will keep a *strick* look out for them traders.

Wish-e-com-aque. When we sold our land last to the commissioners, they promised to have something *dun* about the traders, and we request that it should be attended to. (I asked in what way they wished it.) Keokuk said, we wish the removal of those and others in their place; and it was sanctioned by all. And, also, if government should remove them by our request, we wish the agent to see that they do not sell the rails, ground, nor houses, for the property is ours, and belongs to us. Government has given us a small *tract* of country, and we wish to exercise this much authority over it, that there shall never be a church or mission built upon it.

Wish-e-com-aque said that government has been talking a great deal about this farming for a long time, and we have been kept upon the run ever since; and now we have got here, we have given up farming. I have given up my own field. We want about twenty ploughs and harness. We will make our own fields. We do not want a physician; the reason is, when we get sick, we will drink our own medicine; then the doctor he comes and gives us more, and the two together kills the patient. We tried a doctor one year, and he killed more than he cured of them.

Keokuck. We had four wells dug, and now want two more. There was one dug at my village; at it has gon dry, and I want two. One is very much needed at the agency house.

The foregoing is a correct translation of three of head chiefs of the Sacs and Foxes. I have sent you this wourd for wourd, knowing you experiance and the knowledge you have of the Indian character, and the interest you take in their wellfar, and, with your experiance in the Indian character, will know better how to act, and the proper inducement to make them agricultural people. The process of civilizing is very slow, and requires persevering *leighbar*, with means, to facilitate the undertaking. The Indians or bred with arestrocratic ideas, and are made to believe that wourk is degrading. They have quite a diferent belief of right and rong, from that of civilized people. It looks effeminate to them to see a man ploughing, or hoeing of corn. Necessity, they say, is the mother of invention; so want is the mother of industry, at

least, it is the good that urges us on. They are like ourselves in one respect; they expect more of others which they possess the least of themselves; they expect a white man to fill his promise to the most minute part, and at the same time they will forfeit their own word, or contract without the least hesitation or scruple of conscience.

Presented some claims for stolen horses; they said that they was willing to pay them, and they wished it to be taken out of the annuities of the individuals who committed the act, and not for all to pay it; they supposed that would be the best way to put a stop to this stealing.

Janwa 6, 1848. Tuck-quash village got in from their hunt yesterday, and, on hearing that the chiefs had held a council, he wished me to hear what he had to say. I told him your instruction, &c.

He has the largest village in the Sac nation, although he has never been considered as a chief; although he was present at the treatis. There came with him about twenty-five braves and head men of his village. Tuck-quash: I want an equal share of the farming funs; as they have asked for five ploughs for each village, I want five for mine, as I was not included in the quantity called for. I did want a corn field made, but as none of the rest get any, I will do without.

We are very well satisfied with the arrangement that our father has made in distributing the money. The men, women, and children will be glad. Heretofore the chief got all, and the poor had to stand by and get none.

Marcone. I will tell you now what I think is the wish of all our people, that is, all the tribe. The people are all scattered all around, and when they hear what you are going to do, with the money, they will jump with joy. I don't think that our people will be so well pleased on buying provisions, as we can borrow. We are glad with what our father has *dun*, and hope that he will not brak this arrangement.

Sho-ac-que. We are all pleased that our big father has heard of our sufferings, and has taken it in hand; and we hope that he has sent us a man that will attend to it, and see that we get justice, and old men and children will fare better than they have been able to do previous. Our wish is that all of the money be distributed, and not lyed out in provisions. We do not want Chouteau drove off; he brings good goods. If he is drove off, where are we a going to get a trader to supply us with goods as he do. We do not know how one man can turn off a trader. Our big father gave us 20 miles by 30, and we ought all to have an equal right, as it belongs to us all.

They are all very anxious for the first payment to be made as soon in the spring as possible, as they got very little annuities last fall; when it was divided among the Sacs, only amounted to three dollars per head. The combined tribes appear very well pleased with the arrangement of pay. The only object that they have is the first payment, as their credit is stoped, in a great measure, to

what it has been previous; and the small amount *recved* the last payment; furnished them but small supplys. They are willing to pay for horses that they have stolen, and they want to make the one pay that reaps the benefit. The depredators is frequently young men, and their pay is not sufficient to satisfy the demand.

Respectfully, your most obedient and humble servant,
 SOL'N. P. SUBLETTE;
United States Indian agent.

Major THOS. H. HARVEY,
Superintendent Indiān Affairs, St. Louis, Mo.

FILE No. 10.

FEBRUARY 3, 1848.

SIR: I learn from Mr. G. W. Ewing that an appeal has been taken by him from the decision of the superintendent at St. Louis, revoking his license as a trader with the Sac and Fox Indians. He informs me that, perhaps he has mistaken the provisions of law, and directed his appeal to the Secretary of War, when it should have been sent directly to you. He requests, through me, that the papers may be laid before you and the appeal prosecuted at once. As he desires me to look into the matter for him in his absence, will you please say to me in reply, when it will be convenient for you to hear such suggestions as I may wish to make on the subject, and also whether, in the mean time, I can have an opportunity of examining the papers connected with this business.

An answer is requested by messenger.

Very respectfully,

R. W. THOMPSON.

Hon. W. L. MEDILL.

P. S. I enclosed you a letter from the Messrs. Ewing on this subject.

R. W. T.

St. Louis, January 19, 1848.

SIR: In the letter of superintendent Indian Affairs, at St. Louis, November 22, 1847, revoking our license to trade with the Sac and Fox Indians, the following sentence was contained:

"This act of mine, I shall, of course, immediately report to the proper department, to which you are aware that you have the right to appeal."

Acting upon this suggestion, and without referring particularly to the intercourse act of 1834, our counsel in the case addressed our appeal from the superintendent's decision, on the 17th inst., to the Hon. W. L. Marcy, Secretary of War.

We are since informed by our counsel, that on referring to the

act aforesaid, he has discovered that the appeal should have been addressed to the *Commissioner of Indian Affairs*.

Hoping that this explanation may account satisfactorily for the unintentional error, in a matter of form,

We remain, very respectfully, your obedient servants,
W. G. & G. W. EWING.

Hon. WM. MEDILL,
Commissioner Indian Affairs.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, October 4, 1847.

SIR: I have the honor, herewith, to enclose the cash account and property return of agent Jno. Beach, for the 3d quarter of this year, together with his statement of persons employed at the Sac and Fox agency on the 30th ultimo.

I likewise enclose a letter, addressed to the President, under cover of one to yourself, tendering his *resignation* as Indian agent.

Captain Beach in the remarks appended to voucher No. 9, of his abstract A, as a justification of the course he has seen fit to pursue in paying the annuities to the chiefs, says: That, up to the 25th ultimo, no instructions had been received by him, from the superintendent of Indian affairs, in relation to the mode of paying the annuities. In the absence of Major Harvey, I beg leave to state, that ample instructions, based upon those of the department of the 30th August last, were forwarded to him by mail on the evening of the 8th ultimo, and ought to have reached him by the 15th.

With great respect, I am, sir, your most obedient servant,
JOHN HAVERTY,
Clerk Indian Office.

Hon. W. MEDILL,
Commissioner Indian Affairs.

AGENCY FOR SACS AND FOXES,
Osage river, October 4, 1847.

SIR: I have the honor to enclose a letter to the President, which explains itself.

My accounts for the third quarter of the year are with the superintendent of Indian Affairs, Major Harvey. As soon as I reach my residence in Iowa, I will prepare, and at once forward through the superintendent my closing accounts, showing the balances now on hand, subject to the order of the department.

Very respectfully, I remain sir, your obedient servant,
JOHN BEACH,
United States Indian Agent.

Hon. WM. MEDILL,
Commissioner of Indian Affairs, Washington.

My address will be "Sac and Fox Agency," Iowa.

AGENCY FOR SACS AND FOXES,
Osage river, October 4, 1847.

SIR: I have the honor to restore into the hands of your excellency the commission which I have held as United States Indian Agent for the Sacs and Foxes of the Mississippi.

So abrupt an announcement, without reason assigned, might seem discourteous; yet I fear that a statement of the prevailing motive may appear equally so; nevertheless I must say that I am induced to the measure by dissatisfaction at the management of the Indian office, in view of its bearing and influence upon myself and the tribes of my agency.

Suffer me, sir, to suggest, because of the extreme dissatisfaction also pervading the Sacs and Foxes, the propriety that some discreet and prudent person be sent without delay, to assume the duties thus reluctantly relinquished by me.

With very great respect, I have the honor to be, your obedient servant.

JOHN BEACH,
United States Indian Agent.

His Excellency,
JAMES K. POLK,
President of the United States.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, October 26, 1847.

SIR: In my letter of the 4th instant, which accompanied the cash accounts of Captain Beach, I had the honor to state to you "that ample instructions, based upon those of the department of the 30th of August last, were forwarded to him by mail, on the evening of the 8th ultimo," for his government in making the annuity payment to the Sacs and Foxes, but which he alleged had not been received by him up to the time of his departure from the agency, namely, the 25th of September.

As similar instructions were forwarded by the same mail to Messrs. Cummins and Vaughan, I wrote to these gentlemen, on the 5th instant, requesting them to inform me at what time they received them. Their answers have just come to hand, and are herewith enclosed, which puts it beyond a doubt that no failure had taken place in the mail, and that the letters had reached Westport, the post office of Messrs. Beach, Cummins and Vaughan. It is rumored here that the letter containing the instructions for Captain Beach was either destroyed or suppressed on its way from Westport to the agency, through the influence of some person or persons, whose interest it was to have the payment made to the chiefs. Be this as it may, as Major Harvey will be in Westport in a few days, and is already advised of the course pursued by Captain Beach, I have no doubt that he will collect all the information he

can in relation to the suppression of the letter referred to, and, on his return here, communicate the result to the department.

I have the honor to be, sir, with great respect, your obedient servant,

JOHN HAVERTY,
Clerk, Indian Office.

HON. WILLIAM MEDILL,
Commissioner of Indian Affairs.

OSAGE RIVER SUB-AGENCY,
October 16, 1847.

SIR: I have the honor to announce to you that your letter, bearing date the 5th instant, reached me this day; and I hasten to place you in possession of the information asked for. The circular from your office, dated the 8th of September last, embodying the instructions of the department on the subject of the Indian annuity payment, reached me on the 18th September last.

I have the honor to be, sir, very respectfully yours,
ALFRED J. VAUGHAN,
Indian Sub-agent.

HON. THOS. H. HARVEY,
Sup't Indian Affairs, St. Louis, Mo.

FORT LEAVENWORTH AGENCY,
October 14, 1847.

SIR: I had the honor, this day, to receive your letter of the 5th instant, requesting me to state the time when I received the circular from the superintendent's office, dated the 8th day of September, 1847, embracing the instructions of the department on the subject of the Indian annuity payments.

In reply, I will inform you that I received the circular in question on the 17th day of September, 1847. On the 19th, I started to the Kansas villages to pay that tribe their annuity, and took the circular with me, so that I know I cannot be mistaken.

Very respectfully, your obedient servant,
RICHARD W. CUMMINS,
Indian Sub-agent.

JOHN HAVERTY, Esq.,
Clerk, office of Sup't Indian Affairs, St. Louis, Mo.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, November 30, 1847.

SIR: I have the honor to enclose a letter, this day received from Major Cummins, giving a statement of a conversation had with

several respectable men of the Sac Indians, on the Osage, in relation to their late and future payments.

Several Sacs visited me at the Miami payment on the same subject.

Major Sublette's attention has been specially called to the reserved fund as being applicable to furnishing the nation with provisions, in case of necessity, by the consent of the chief.

It is hoped that Messrs. Sublette and Cummins's investigation in relation to the Sac and Fox payment will exhibit important facts in relation to that transaction, and may lead to results that will be highly beneficial to their future prosperity.

I have the honor to be, sir, most respectfully, your obedient servant,

TH. H. HARVEY,
Superintendent Indian Affairs.

HON. WILLIAM MEDILL,
Commissioner of Indian Affairs, Washington city.

FORT LEAVENWORTH AGENCY,
November 22, 1847.

SIR: Three of the Sac Indians, to wit, Mah-wah-wah, or Wolfe, Pamesat, and Meccopome, came to me at the Kickapoo annuity payment, and stated that they were sent by two of the Sac braves, Long Horns and one of the young Black Hocks, to request me to write a letter for them to their great father. The following is the substance of what they requested me to write :

They requested me to let their great father know that their nation got but little of their annuity this year, and that many of the poor, the widows and their children, would suffer on account of so much of their annuity having been paid to their chiefs. They said that they wanted me to ask their great father to have all their annuity in future paid to heads of families and to individuals without families, and not to their chiefs, as it had been done this year.

Very respectfully, your most obedient servant,

RICH'D W. GUMMINS,
Indian Agent.

Major TH. H. HARVEY,
Supt. Indian Affairs, St. Louis, Mo.

WASHINGTON CITY, D. C.,
March 17, 1848.

SIR: Herewith, please find my statement of this date; sworn to, in regard to the integrity and genuineness of the statement of Mr. W. D. Harris, (which I enclosed to you from the city of St. Louis on the 14th ultimo,) and which I respectfully ask may be filed with our other papers in the case.

I have also with me much of the writing of our bookkeeper at Council Bluff outfit, Oliver G. Fleming; also, of our late clerk and bookkeeper, Alexander Street, who, for four years prior to October last, has had the sole charge of our Sac and Fox outfit.

If it would afford you any satisfaction, or if after what I have this day stated and solemnly sworn to, there remains the slightest doubt in your mind as to the *originality* and genuineness of Mr. Harris's statement, I will willingly file with you specimens of both Mr. Fleming's and Mr. Street's hand-writing, that you may compare them with the writing of Mr. Harris. To my mind there is no resemblance whatever to each other of the hand-writing of Mr. Harris with that of either Mr. Fleming or Mr. Street. I am familiar with the hand-writing of each of those persons; and think, after you shall have compared them all together, you will agree with me that they bear but little, if, indeed, any, resemblance to each other.

Very respectfully, your obedient servant,
GEO. W. EWING.

Hon. WM. MEDILL,
Commissioner Indian Affairs.

ST. LOUIS, MISSOURI,
July 9, 1847.

Invoice of goods belonging to Harris & Rhodes, and intended for the trade with the Winnebago Indians, within the Turkey river agency, near Fort Atkinson, Iowa, viz:

| | | | | | |
|------|---------|-----|---------|-------|-------------------------------|
| 2 | bales, | 16 | pieces, | say, | white list indigo blue cloth. |
| 3 | " | 24 | " | " | grey " " " |
| 2 | " | 16 | " | " | fancy " " " |
| 4 | " | 130 | pair, | 3 | point white English blankets. |
| 1 | " | 60 | " | 2½ | point " " " |
| 1 | " | 40 | " | 1, 1½ | " " " " |
| 2 | " | 60 | " | 3 | " scarlet " " |
| 2 | " | 16 | " | | indigo blue sattinet. |
| 1 | bale, | 700 | yards, | | brown sheeting. |
| 2 | cases, | 80 | pieces, | | blue Merrimack calico. |
| 3 | " | 120 | " | | fancy prints. |
| 4 | ps., | 150 | yards, | | 4-4 bed ticking. |
| 4 | " | 10½ | | | chintz shawls. |
| 4 | " | 6½ | | | " " " |
| 600 | pairs | | | | large ear bobbs. |
| 2 | cases, | 24 | pair, | | coarse boots. |
| 3 | " | 24 | No. 1 | | scroll guard rifles. |
| 1 | " | 10 | N. W. | | guns. |
| 1000 | pounds | | | | bar lead. |
| 40 | quarter | | | | kegs powder. |
| 20 | half | | | | " " " |
| 12 | dozen | | | | Indian knives. |

| | |
|------------------------------|------------|
| 3 kegs tobacco. | |
| 3 boxes pipes. | |
| 12 " rosin soap. | |
| 4 barrels New Orleans sugar. | |
| 1 chest tea. | |
| 4 dozen tin pans. | |
| 4 nests covered tin kettles. | |
| 4 sacks coffee. | |
| 2 dozen bridles. | |
| 1 " halters. | |
| 15 barrels flour. | |
| 8 " mess pork. | |
| 1 barrel lard. | |
| 1500 pounds bacon. | |
| 2 sacks salt. | |
| 500 bushels corn. | |
| 30 bags shot, assorted. | |
| 72 barrels rice. | |
| 2 dozen leather circingles. | |
| 1 " waist belts. | |
| 2 " stirup leathers. | |
| 4 barrels dried apples. | |
| Total..... | \$5,400 00 |

HARRIS & RHODES.

WASHINGTON CITY, D. C., March 17, 1848.

SIR: I reached the city yesterday, and learn with regret that our appeal, in the case of our Sac and Fox license, has not yet been disposed of.

I had hoped that ere this you would have directed the agent there, Major Sublette, to restore us to our rights and privileges. Our house has been closed at that post since the 2d of December last, now near four months.

I have just learned from Colonel Thompson and Judge Bowlin, that doubts had been expressed as regards the authenticity and *genuineness* of Mr. W. D. Harris's statement of the 7th of January last, which I sent you from St. Louis on the 14th of last month.

In refutation to this erroneous imputation I desire to state, that I have known Mr. Harris for the last eight or nine years, am familiar with his handwriting, and am willing to swear to that which I sent you on the 14th of last month—that it is his (W. D. Harris's) handwriting and signature.

Mr. Harris has a brother and father who reside in Philadelphia; both of them, I am told, are men of good character and standing. They are no doubt familiar with the handwriting of Mr. W. D. Harris, and, if it would afford you any satisfaction, their testimony could be obtained in the matter.

Mr. Harris resided in Logansport, Indiana, for seven or eight

years—say from the year 1839 until 1847. He was associated with Mr. Peter Anderson there—their firm was Anderson & Harris, I think. They made most of their purchases in the city of Philadelphia; and at either Logansport, Indiana, or Philadelphia, the handwriting of Mr. Harris can be proven by many persons.

I therefore most earnestly, but respectfully, desire to *repeal* and *refute* any charge, or even suspicion, that the statement of Mr. Harris is not genuine.

I *know* it to be *genuine*, and as it is of some importance to me, I am desirous that no other impression may be entertained in regard to it.

In the month of July last, I think it was, that this same individual, W. D. Harris, applied, in connexion with Mr. Henry Rhodes—under the firm of Harris & Rhodes, for a license to trade with the Winnebagoes. Having long known both of these young men, (for they had both resided many years near me in Indiana,) I, at their request, became one of their bondsmen, and got a friend of mine, Edward Walsh, esq., of the city of St. Louis, to sign also. The bond was approved of by the superintendent, Major Harvey, and upon my recommendation he granted them their license. This, I presume, is known to your department; and by reference to Major Harvey's returns, I apprehend you will find the papers in the case. They are in the handwriting of Mr. Harris—the invoice, the bond, and the application. All this occurred last July at St. Louis. Mr. Harris, being desirous to leave the city before the license was issued, handed some of his papers to me, and desired me to get and send their license up to them. Mr. Rhodes was then at Prairie du Chien. I did so, and, upon a reference to my Indian papers, I find a copy of the invoice Mr. Harris filed with the superintendent, and upon which he granted and issued their license.

As this was written by the said W. D. Harris, and is in his handwriting, known to me, I herewith enclose it to you, that you may compare it with his statement of the 7th of January last.

I saw him at St. Louis but a few days before I left there. He was going down south for the purpose of purchasing groceries, and furs and peltries. He spent a few days in St. Louis, but had left for New Orleans before I left for this city.

Our bookkeeper, Oliver G. Fleming, who has been at our Council Bluff outfit ever since the spring of 1841, came down to St. Louis last fall; he was with me in my office from the 23d of December to 1st of February last, and assisted me in much of our writing. The copy of our national obligation from Council Bluffs, which I sent you from St. Louis, I think, is in Fleming's handwriting. The deposition of Captain Phelps, now on file in your office, I think, is in Fleming's handwriting. Herewith you will find his certificate of 3d October, 1845. Mr. Fleming left St. Louis on the 1st of February last to visit his friends who reside at Fort Wayne, Indiana.

It may be supposed that there is a similarity between Mr. Fleming's handwriting and that of Mr. Harris, or between that of our former clerk at Sac and Fox post, Mr. Alexander Street and Mr.

Harris; and this may have led to the unkind suspicions of which I have had some intimation since my arrival here. Hence I desire to disabuse your mind at once on the subject.

Very respectfully, your obedient servant,

GEO. W. EWING.

Hon. W. MEDILL,
Com. Indian Affairs.

DISTRICT OF COLUMBIA, } to wit:
Washington county,

Be it remembered that on this 17th day of March, 1847, before me, the subscriber, a justice of the peace in and for said county, personally appeared George W. Ewing, and made oath on the Holy Evangelical of Almighty God, that the foregoing and above statement, made and written by him, is true to the best of his knowledge and belief.

In testimony whereof, I have hereunto set my hand and seal, this 17th day of March, 1848.

B. K. MORSELL, J. P. [SEAL.]

Circular to Superintendents, Agents, and sub-Agents of the Indian department.

WAR DEPARTMENT,
Office Indian Affairs, November 17, 1847.

In transmitting, for your information and future guidance, the enclosed regulations concerning the granting of licenses to trade with the Indians, I desire to call your attention at the same time, and in connexion therewith, to the 13th, 14th, and latter clause of the 15th sections of the "act to regulate trade and intercourse with Indian tribes, and to preserve peace on the frontiers," approved June 10, 1834; and likewise to the 21st and 22d paragraphs of Revised Regulations, No. IV., adopted May 13, 1847, copies of which are doubtless in your possession, or if not, can readily be obtained on application to the proper superintendent, or to this office.

Recent occurrences in the Indian country, the peace of the frontiers, and the unwarrantable interference of certain white persons with the administration of the affairs of this department, especially at some of the late payments, call for the utmost vigilance on the part of the officers of the government, and a prompt and vigorous enforcement of these just and salutary provisions of law.

Very respectfully, your obedient servant.

P. S.—The laws and regulations referred to, are as follows:

ACT OF JUNE 30, 1834.

SEC. 13. *And be it further enacted,* That if any citizen or other person, residing within the United States, or the Territory thereof,

shall send any talk, speech, message, or letter to any Indian nation, tribe, chief, or individual, with an intent to produce a contravention or infraction of any treaty or other law of the United States, or to disturb the peace and tranquillity of the United States, he shall forfeit and pay the sum of two thousand dollars.

SEC. 14. *And be it further enacted*, That if any citizen, or other person, shall carry or deliver any such talk, message, speech, or letter, to or from any Indian nation, tribe, chief, or individual, from or to any person or persons whatsoever, residing within the United States, or from or to any subject, citizen, or agent of any foreign power or state, knowing the contents thereof, he shall forfeit and pay the sum of one thousand dollars.

SEC. 15. *And be it further enacted*, That * * * * * in case any citizen or other person shall alienate, or attempt to alienate, the confidence of any Indian or Indians from the government of the United States, he shall forfeit the sum of one thousand dollars.

Revised Regulations, No. IV., par. 21. No citizen or other person, residing in the United States, will be permitted to hold any communication with Indians, for himself, or for others, with an intent to disturb the execution of any treaty or measure proposed by the government, the peace of the United States, or to injure its interests.

22. The proper superintendent, agent, or sub-agent, will remove persons violating either of the preceding regulations, in the manner prescribed in the 23d section; and institute legal proceedings to recover the penalties imposed in the * * * * * 13th and 14th sections, in the manner prescribed in the 27th section of this act, and make full reports of all cases of violation to the War Department.

FILE NO. 11.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, March 25, 1848.

SIR: As Colonel Ewing, in his appeal on the revocation of his license to trade with the Sac and Fox Indians, has endeavored to show that Mr. De Baun is not a man of reliable integrity, I have called on several gentlemen who have been long acquainted with him, for their opinions of his character; their replies are herewith enclosed, viz: J. M. Krum, J. H. Wilson, Geo. C. Barney, John Sigerson, and D. T. Wheeler; these gentlemen are of the highest respectability in this city, and are known, I presume, to Judge Bowlin.

It is insinuated in the appeal that Mr. De Baun was personally interested in the collection of money at the Sac and Fox payment; that the house of Powell & Wilson was in debt to him a considerable sum for money advanced them. Mr. Wilson, the surviving partner, denies the indebtedness. See his letter marked A.

I will write to Mr. Smith, of Illinois, (H. R.,) who is acquainted with Mr. D. to address you a note in relation to his character.

From inquiry, I am satisfied that Mr. De Baun's character is above reproach.

In relation to the admission of the correctness of Mr. Phelps's deposition by Mr. De Baun, as stated in the certificate of Mr. Hyde, the justice, I learn from Mr. Hyde that Mr. De Baun made a correction of a date, that he neither denied nor admitted the facts contained in the deposition. (Mr. De Baun positively denies that he intended his silence to be construed as an admission.) The certificate was written in pencil by Colonel Ewing, and copied.

I have the honor to be, very respectfully, your obedient servant,
 TH. H. HARVEY,
Superintendent Indian Affairs.

Hon. WM. MEDILL,
Commissioner Indian Affairs,
Washington, D. C.

St. Louis, March 25, 1848.

DEAR SIR: As you request, I will state that I have known Mr. Geo. De Baun, jr.; for about ten years, in fact, since he was a boy of 17 or 18 years of age, and I have never known his integrity questioned in any way.

I knew him while he was employed as confidential clerk in quite a large mercantile house, and always heard him spoken of as a faithful and industrious young man. I am quite sure if any imputations had at any time been cast upon him I should have heard of them.

In this community I am quite sure he has the confidence of a large number of our most respectable citizens, with whom he has transacted business.

Respectfully,
 JOHN M. KRUM.

Major HARVEY.

St. Louis, March 23, 1848.

SIR: In compliance with your request, I will state that I have known Mr. Geo. De Baun, jr., about five years. Within the last two years he has been in the employ, at times, of Powell, Wilson & Co., during the existence of that firm. Since it ceased to exist as a firm, he was in my employ in the capacity of clerk. I myself, as well as the firm, always had the most unbounded confidence in him as a man of business as well as a man of honor and integrity, and should be willing at any time to place my business in his hands, knowing as I well do his character.

Very respectfully, your obedient servant,
 JOHN H. WILSON.

Major THO. H. HARVEY,
Supt. Ind. Affairs, St. Louis, Mo.

St. Louis, March 24, 1848.

DEAR SIR: Your note of the 23d instant is at hand, requesting my opinion of Mr. Geo. De Baun, jr., respecting his character as a gentleman, etc., etc.

I have been intimately acquainted with him for the last five years past, have ever found him gentlemanly and a person of strict integrity and morality, believe he endeavors as far as his ability will admit of to pursue an honorable and upright course in life; such at least has been my own conviction. Should you desire further information I shall at any time be most happy to communicate it if in my power to do so.

With the highest respect, I am your obedient servant,
GEO. C. BARNEY.

To THOS. H. HARVEY, Esq.,
Supt. Indian Affairs, St. Louis, Mo.

St. Louis, March 23, 1848.

DEAR SIR: I have been requested by a friend of yours to-day to state what I know with reference to Geo. De Baun, jr., and will briefly state that I have known him for some ten years, and for one year at least as a member of my family. During that time and since his conduct has appeared, as far as I have been able to judge, to be very consistent. In all his dealings and intercourse with myself and others, so far as I know, he has acted the part of an honorable man and gentleman. My own opinion is, that his means are quite limited. The impression I have is, that for a number of years his earnings have been, to some extent, taken to assist some of his sisters, who were dependent somewhat on him for support. I believe I have in no instance heard of his integrity being questioned.

I am your obedient servant,
JOHN SIGERSON.

THOMAS HARVEY, Esq.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, March 23, 1848.

DEAR SIR: I understand that you have been for some time acquainted with Geo. De Baun, jr., esq., of this city. You will oblige me by giving me your opinion of his character as a gentleman of integrity and veracity.

I make the request in consequence of a wanton attack (in my opinion) having been made upon his character in a case in which I have been partially connected.

I am, sir, very respectfully, your obedient servant,
TH. H. HARVEY.

D. T. WHEELER, Esq.,
Pine street, St. Louis.

I have known Mr. De Baun, jr., for a number of years, and have always esteemed him both as a gentleman of integrity and veracity.

D. T. WHEELER.

A.

St. Louis, February 22, 1848.

DEAR SIR: In compliance with your request, I will state that all advances made by you to the late firm of Powell, Wilson & Co., in cash or otherwise, prior to the first day of September last, was refunded to you on or about the first day of September, 1847; and at the time of your leaving here for the Sac and Fox payment, that I, individually, nor the firm of Powell, Wilson & Co., did owe you anything for advances made to either myself or the firm. And further, I will state that my advice and instructions were, before leaving St. Louis, to make all possible haste to return home after the payment, and if time could be saved by transacting the business committed to your charge at Wellington, Richfield, &c., by stopping at these points on your way up, to do so, which you probably could ascertain from Major Beach, (the agent,) as he might be able to inform you about what time the payment would be made.

You of course had no interest in the payment of annuities to the Sac and Fox Indians, other than what you may have felt for Powell, Wilson & Co., as their agent.

Yours, &c.,

JOHN H. WILSON,

Surviving partner of Powell, Wilson & Co.

Mr. GEO. DE BAUN, jr.

HOUSE OF REPRESENTATIVES, April 12, 1848.

SIR: Major Harvey, superintendent of Indian affairs at St. Louis, Mo., requests me to address you a letter in reference to the character and standing of George De Baun, jr., esq., formerly of Illinois, and now of St. Louis. I have had a partial acquaintance with Mr. De Baun for fifteen years, and always considered him a sprightly and intelligent young man. He was for some time, I think, a clerk, in a store at Alton, and I believe gave entire satisfaction to his employers. I have read the letters of Judge Krum and others, (gentlemen of high standing and respectability,) who have had a better opportunity of knowing Mr. De Baun intimately than I have, and they are such as to entitle him to your confidence and that of the community at large.

I have the honor to be, very respectfully, your obedient servant,
ROBERT SMITH.

Hon. W. MEDILL,

Commissioner of Indian Affairs.

P. S. Judge Krum is the present mayor of the city of St. Louis, and is a gentleman of a high order of talent and of the first respectability. I also knew John Sigerson, esq. He is a highly respectable merchant of St. Louis, and entitled to the confidence of the community. Mr. D. T. Wheeler is a gentleman of high standing.

ROBERT SMITH.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, February 23, 1848.

SIR: I am apprehensive that efforts will be made to discredit the statements (from the denunciations this evening of Colonel Ewing) of John Goodel and R. A. Kenzie, which I forwarded with my report, in relation to the Sac and Fox payment. Mr. Goodel has lived for a number of years with the Sac and Fox Indians; Major Beach must have known his character. In the fall of 1846 Mr. B. forwarded to this office his (Goodel's) statement in support of his objections to R. A. Kenzie being licensed to trade with the Sac and Fox Indians. You will observe that Mr. G. states but little to the prejudice of Mr. K.; Mr. G. was at the time in the employment of P. Chouteau, jr., & Co. If Mr. G. had been a pleasant witness, the circumstances of his position were calculated to have induced him to have made a much stronger statement to the prejudice of Mr. Kenzie than he did.

Mr. Kenzie was some time sutler at Fort Des Moines; he is well known to many officers of the army. I enclose a statement of Mr. S. S. Phelps, charging him at the payment of the Sac annuity, in 1844, with improperly receiving from Long Horn, a Sac brave, (\$2,000) two thousand dollars; if my recollection is correct, Mr. K. does not deny receiving the money. I learn that Major Beach paid the Indians a large sum in bank paper, which they and their traders divided out; Mr. K. got \$2,000—whether on his own account, or his brother-in-law, Whistler's, I do not recollect.

The letter of Major Beach, enclosing the statements of Goodel, Phelps, and Prentiss, are herewith enclosed, that you may be prepared to meet objections that may be made against Mr. Kenzie; and to show that Mr. Beach must have considered Mr. Goodel a reliable witness in October, 1846, his statement was then procured, by Mr. Beach, to affect a respectable citizen.

I have the honor to be, sir, very respectfully,

Your obedient servant,

TH. H. HARVEY,

Superintendent Indian Affairs.

Hon. W. MEDILL,

Commissioner Indian Affairs.

AGENCY FOR THE SACS AND FOXES,
October 19, 1846.

SIR: I have the honor to inform you that I object to Mr. R. A. Kenzie being permitted to trade with the Sacs and Foxes, on these two grounds, viz: that he has been in the practice of furnishing large quantities of liquor to said Indians; and, also, has been recently engaged in trade with them in a clandestine manner, without license, and, at the same time, in open defiance of an express regulation of the war department prohibiting him from trading. I copy an extract of a letter from the commissioner of Indian affairs, dated September 22, 1843, to the governor of Iowa:

"You will likewise communicate the contents hereof to Captain Beach, who, in reference to licenses to trade with the Indians, will exercise the authority conferred on him by the law of 1834, with the restriction as to settlers herein expressed, which prohibits the licensing of Mr. Kenzie, the sutler at Fort Des Moines."

I also enclose three certificates. I consider him "an improper person to permit to reside in the Indian country," and earnestly hope he will be removed therefrom.

Very respectfully, I remain, your obedient servant,

JOHN BEACH,

United States Indian agent.

Major THOMAS H. HARVEY,
Superintendent Indian affairs,
Now at agency.

I hereby certify, on honor, that during the year 1845 I was employed by R. A. Kenzie, then United States sutler at Fort Des Moines, Iowa. I was employed as his interpreter with the Sacs and Foxes; my salary was six hundred dollars for the year. The object for which I was employed was to aid said Kenzie in transaction of business with said Indians. I cannot say that I ever saw said Kenzie actually dispose of goods to the Indians, except by giving them orders on the store of his brother-in-law, J. H. Whistler, a licensed trader. And I also certify, on honor, that frequently, and at different times, during the two years preceding the 25th September, 1845, I had seen said Kenzie furnish spirituous liquor to said Indians, in his store and in his house, at Fort Des Moines; sometimes by handing it to them in a cup or glass; sometimes by setting, or causing it to be set before them, in a bottle or other vessel, from which to help themselves, and sometimes by giving them, to take away with them, as much as a bottle full at a time.

JOHN GOODEL.

OSAGE RIVER,
October 18, 1846.

I do hereby certify, upon honor, the following facts to have taken place, myself having been an eye-witness to the same:

At the payment of the Sac and Fox annuities, in the fall of 1844, the money was paid to the chiefs by their agent, which they received, and then requested the use of our house to pay their debts in, which was accordingly granted them; that, while paying their debts, a part of their money was put into the hands of Long Horn, a Sac brave, for safe keeping—that said Long Horn did give Robert A. Kenzie a sum not less than two thousand dollars, in the following manner: Robert A. Kenzie and Long Horn sat one beside the other—Long Horn took from his package or bundle at least two bundles of \$1,000 each, paper money, and passed it behind him into Robert A. Kenzie's hands, which he (Kenzie) took and immediately left the room; that the same evening Keokuk and Appanoose, Sac chiefs, called upon me and said Long Horn had stolen \$4,000 of their money and given Robert A. Kenzie, and I accordingly advised them to inform their agent, which they left for the purpose of doing.

S. S. PHELPS.

Personally appeared before me, Lott Coffman, a justice of the peace within and for Jackson county and State of Missouri, Alonzo Prentiss, who deposes and says, that he has been employed by and lived with Keokuk for about two years past, and that he has frequently within that time gone to the sutler's store at Fort Des Moines, Iowa, of Robert A. Kenzie, in company with Keokuk and other Indians, and that he (Alonzo Prentiss) had good reason to believe the Indians had neither spirituous liquor or bottles when they arrived at said store, and knows that on leaving the store they would have liquor in their possession; particularly, because in preparing Keokuk's horse and saddle-bags to start from home he would have no bottles, whereas, in returning from said store, he (Keokuk) would have one or more bottles containing liquor, which he, the said Prentiss, often drank from; and the said Prentiss further deposes, that having been with Indians in said Kenzie's store, he has known Kenzie to call on one or more Indians, particularly Long Horn, a Sac, into the back room of the store, with such words as these: "Come, Long Horn, and get some cheese," and that he (Prentiss) would know that said Indians had no means of access to liquor before reaching said store, and before leaving said store, would discover, from their breath and other evident signs of intoxication, that they had obtained liquor while at said store. These occurrences took place in the winter and spring of 1845. And said Prentiss further deposes, that one day in the month of September, 1845, he heard Keokuk say, I must have some liquor, and I know where I can get it—of my friend Kenzie; Keokuk then went off on his horse and soon after returned with a jug, contain-

ing liquor; we were then encamped about ten miles from said store.

ALONZO PRENTISS.

Sworn to and subscribed, at Westport, Missouri, this 8th June, 1846, before me, a justice of the peace.

LOTT COFFMAN, J. P.

OSAGE RIVER AGENCY,
March 12, 1848.

SIR: I am personally acquainted with Messrs. [Robert A.] Kenzie and Whistler, and from circumstantial evidence, can certify that they are citizens of the United States, and fit men to be in the Indian country.

J. H. Whistler has been carrying on trade with the Sac and Fox Indians for several years, and has always conducted himself well. I would consider them suitable men, in every respect, to trade with the Indians.

Their sureties are gentlemen of worth and standing, and would be good for double the amount of the bond as required by law.

I have the honor to be, your most obedient servant,

SOL'N P. SUBLETTE,
United States Indian Agent.

To Major TH. H. HARVEY,
Superintendent Indian Affairs, St. Louis, Mo.

OSAGE RIVER AGENCY,
March 14, 1848.

SIR: I herewith enclose the renewal of Mr. John B. Scott's license to continue his trade with the Sac and Fox Indians, at his old stand near the agency. From the best information that I can get, he has always conducted himself well and is a suitable man to be in the Indian country.

* * * * *
Respectfully, sir, your most obedient servant,

SOL'N P. SUBLETTE,
United States Indian Agent.

- Major TH. H. HARVEY,
Superintendent Indian Affairs, St. Louis, Mo.

Extract of a letter from T. H. Harvey, Esq., Commissioner of Indian Affairs, dated St. Louis, June 12, 1848.

"A few days ago a very important incident, or circumstance, came to my knowledge, in connexion with the pillaging of the instructions last fall. In the great press of business, Beach's and Vaughan's instructions were mailed the same day, to the same post office; after they were sent to the post office, it occurred to me that Colonel Vaughan's had not been signed; Mr. Haverty went to the post office to take them out, but the mail had gone. The colonel was immediately written to, informing him of the fact that the instructions sent to him were, probably, not signed, and that he must consider them as authoritative. I was not, however, satisfied with this, and Mr. Haverty immediately set to work and made a copy of the instructions, which was forwarded to him. The note and the second copy of the instructions he received; *that that went out with Beach's he has never received, and doubtless they shared the same fate with B's.*

"I have but little doubt but this accident saved the Pottawatomies from a similar payment to that made the Sacs and Foxes."