

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

COMMUNICATING,

In compliance with a Senate resolution of January 27, 1874, information in relation to a treaty with the Chippewa Indians.

FEBRUARY 24, 1874.—Ordered to lie on the table and motion to print referred to the Committee on Printing.

FEBRUARY 27, 1874.—Motion to print reported and agreed to.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., February 23, 1874.

SIR: On the 27th ultimo I had the honor to receive a resolution of the Senate, of that date, in the following words, viz:

"Resolved. That the Secretary of the Interior be, and he hereby is, directed to report to the Senate as soon as practicable:

"1. Whether article six of the treaty of February 22, 1855, with the Chippewa Indians is still in force and unexecuted.

"2. That he be directed to report in detail what action, if any, has been taken under said article of said treaty within the last two years.

"3. That he be directed to report what action has been taken under the act of June 8, 1872, entitled 'An act to perfect certain land-titles therein described;' what amount of lands have been claimed thereunder; what amount of lands have been patented accordingly, and how many different claims thereunder are still pending in the Department."

In answer to said resolution I transmit herewith the following, viz:

A copy of a report, dated the 2d instant, from the Commissioner of Indian Affairs, with accompanying papers, marked A, B, and C.

A copy of a report dated the 17th instant, from the Commissioner of the General Land-Office, with accompanying papers, marked A and B.

A copy of a report dated the 20th instant, from the Commissioner of Indian Affairs, with accompanying papers, numbered 1 to 11 inclusive.

These papers, it is believed, furnish all the information called for by said resolution.

Very respectfully, your obedient servant,

C. DELANO,
Secretary.

The PRESIDENT of the Senate.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., February 2, 1874.

SIR: I have the honor to acknowledge the receipt, by reference from the Department, with directions for an immediate report thereon, of a resolution of the United States Senate, dated the 27th ultimo, calling for the following information, viz:

1st. Whether article 6 of the treaty of February 22, 1855, with the Chippewa Indians is still in force and unexecuted.

2d. That he (the Secretary of the Interior) be directed to report, in detail, what action, if any, has been taken under said article of said treaty within the last two years.

3d. That he be directed to report what action has been taken under the act of June 8, 1872, entitled "An act to perfect certain land-titles therein described;" what amount of lands have been claimed thereunder; what amount of lands have been patented accordingly, and how many different claims thereunder are still pending in the Department.

In compliance with your directions I have the honor to report:

1st. That the sixth article of the aforesaid treaty is still in force, but that the only knowledge possessed by this office concerning the execution of its provisions is contained in a letter of the Commissioner of the General Land-Office, addressed to this office, under date of May 13, 1872, and the reply of this office thereto, under date of June 6, 1872, copies of which correspondence are inclosed herewith.

2d. That all other official action taken under the provisions of said article within the past two years has been under the direction of the Commissioner of the General Land-Office.

3d. Under date of July 8, 1872, the Department appointed a commission, consisting of Hon. T. C. Jones, E. P. Smith, United States Indian agent, and Dana E. King, (the latter appointed July 30, 1872,) to make such full investigation and report as would enable the Department to carry out the provisions of the act of Congress approved June 8, 1872, relative to the claims of such parties as might assert a right to purchase, with cash or military bounty-land warrants, any of the lands referred to in said act. Instructions (copy herewith) for the guidance of this commission were approved by the Secretary of the Interior on the 12th and were issued by this office on the 15th of July, 1872, and the majority report of their action, under such instructions, was filed in your office, bearing date November 25, 1872, the minority-report being dated December 13, 1872.

These reports (copies of which will be furnished as soon as practicable) were sent to this office with Department letter of the 16th of June, 1873.

The quantity of lands claimed by individuals, under the provisions of the act of June 8, 1872, before the commission appointed thereunder to investigate such claims, is nearly 27,000 acres.

The claims approved by such commission aggregate 22,233⁰⁰/₁₀₀ acres.

This office has no knowledge of the amount of lands patented under the provisions of said act, nor how many different claims thereunder are still pending, those matters coming within the control and jurisdiction of the Commissioner of the General Land-Office.

The Senate resolution is herewith returned.

Very respectfully, your obedient servant,

EDWD. P. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

A.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND-OFFICE,
Washington, D. C., May 13, 1872.

SIR: I have the honor to call your attention to the tenth article of the treaty September 30, 1854, and sixth article treaty February 22, 1855, with the Chippewas, providing for the purchase of 160 acres of land by such persons as were residing in the ceded country by authority of law.

Under these articles applications have been made—

1st. By those who were traders, or acting by the direct authority of the Indian agent.

2d. By the wives of such persons.

3d. By servants in the families of those residing in the Territory.

4th. By the widows of persons who, it is claimed, were entitled.

It therefore becomes necessary for a proper execution of the purposes of the treaty to fully determine what classes of persons are to be considered as being there by authority of law.

In my own mind I think a legitimate interpretation of the treaties would be found in a restriction of its privileges to missionaries and such other persons as may have been in the ceded country at the date of the treaties by the direct authority of the Indian Office, or its agents, and recognizing none otherwise living therein; but I respectfully request that you will give me your views on the subject, and also furnish me with a list of those to whom authority to live in this Indian country had been given.

Very respectfully,

WILLIS DRUMMOND,
Commissioner.

Hon. F. A. WALKER,
Commissioner Indian Affairs.

B.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 6, 1872.

SIR: I have the honor to acknowledge the receipt of your letter of the 13th ultimo, calling attention to the tenth article of the treaty of September 30, 1854, and the sixth article of the treaty of February 22, 1855, with the Chippewas, providing for the purchase of 160 acres of land by such persons as were residing in the ceded country by authority of law.

You state that applications have been made by those who were traders, or acting by the authority of the Indian agent, by the wives of such persons, by servants in the families of those residing in the Territory, and by the widows of persons who, it is claimed, were entitled, and that it is necessary for a proper execution of the purposes of the treaty to fully determine what classes of persons are to be considered as being there by authority of law.

You think that a legitimate interpretation of the treaties would be found in a restriction of the privileges to missionaries and such other persons as may have been in the ceded country at the date of the trea-

ties by the direct authority of the Indian Office, or its agents, and recognizing none otherwise living therein, and request my views on the subject, and also that this office furnish a list of those to whom authority to live in the Indian country had been given.

It is my opinion, first, that the right to purchase land given by the treaties aforesaid was a personal privilege and does not descend. That therefore the heirs at law of all persons within the contemplation of the treaties who failed, through their own neglect, or through premature demise, to take up land as authorized, have no claim to the privilege by virtue of heirship.

Second. That the treaties conferred the right to purchase land only upon such persons, in addition to missionaries, as were within the Indian reservations by authority of law in some substantial capacity, and that, therefore, wives during coverture, and domestic servants actually engaged as such in families having a proper head, are not entitled under the law.

Persons of full age, carrying on trade, even though employed at an agency, and the clerks of traders, would appear to me to be entitled.

In respect to the degree of evidence which this office may be able to furnish as to the authority possessed by possible claimants at the date of either treaty, to reside within the reservations, which are the subjects of the treaties of 1854 and 1855, I regret to say that the records of this office are not sufficiently complete and reliable for the period covered by your inquiry, to justify the rejection of any claim, by reason of a failure to find such authority therein; I see no other way than to require original and independent proof on the part of claimants that they were within the Indian reservations by authority of law at the date of the treaties under which they severally claim.

Very respectfully, your obedient servant,

F. A. WALKER,
Commissioner.

Hon. COMMISSIONER GENERAL LAND-OFFICE.

C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
July 15, 1872.

SIR: In accordance with the directions of the Hon. Secretary of the Interior contained in his letter to this office of the 8th instant, you are advised that you have been appointed by him a commissioner to be associated with E. P. Smith, esq., agent for the Chippewa Indians of the Mississippi, to investigate the claims of such parties as may assert a right to purchase, with cash or military bounty-land warrants, the lands referred to in an act of Congress, approved June 8, 1872, entitled "An act to perfect certain land-titles therein described," which act is in the following language, viz:

"That the Secretary of the Interior be, and is hereby, authorized to permit the purchase, with cash or with military bounty-land warrants, of such lands as may have been located with claims arising under the seventh clause of the second article of the treaty of September thirtieth, eighteen hundred and fifty-four, at such price per acre as the Secretary of the Interior, shall deem equitable and proper, but not at a less price than one dollar and twenty-five cents per acre, and that owners and holders

of such claims in good faith be also permitted to complete their entries and to perfect their titles, under such claims, upon compliance with the terms above mentioned: *Provided*, That it shall be shown to the satisfaction of the Secretary of the Interior that said claims are held by innocent parties in good faith, and that the locations made under such claims have been made in good faith and by innocent holders of the same."

The seventh clause of the second article of the treaty (concluded with the Chippewa Indians of Lake Superior and the Mississippi) referred to in the act above quoted, is as follows: "Each head of a family or single person over twenty-one years of age, at the present time, of the mixed bloods belonging to the Chippewas of Lake Superior, shall be entitled to eighty acres of land, to be selected by them under the direction of the President, and which shall be secured to them by patent in the usual form."

You are requested to advise this office whether or not you accept this appointment, and in case you do accept, the Hon. Secretary directs that before entering on the discharge of your duties, you visit this city, and that on your way here you call upon Mr. Henry S. Neale, of Ironton, Ohio, and obtain from him such information as he may be able to communicate upon the subject. Mr. Neale has lately investigated, as chairman of a commission appointed for the purpose, the claims of half-breed Indians under the clause above quoted, and will be able to give you valuable information relative thereto.

After consultation here you will proceed to White Earth, Becker County, Minnesota, where you will join your co-commissioner, Agent Smith, and mutually arrange to enter upon the discharge of the duties jointly assigned you and him.

The commission will be furnished by the Hon. Commissioner of the General Land-Office with a list of the locations referred to which have not been patented, giving the name of the party in each case making the same. It will be the duty of the commission to inquire and report to this office what persons, in their opinion, if any, are entitled to any benefit under the provisions of the aforementioned act. For this purpose, the parties interested will be notified when and where they can present testimony, under oath, to prove their claims, which testimony will be indorsed in each case with the joint opinion of the commissioners and forwarded to this office with your report.

After having ascertained, to the best of their opinion, who if any of the claimants are entitled to purchase the lands referred to under the act, the commissioners will make an appraisalment of the same, with a view to advising the Secretary of the Interior at what price per acre said lands shall be sold, if purchased with cash or military bounty-land warrants, under the provisions of the act.

Your compensation will be at the rate of eight dollars per day and the usual mileage, to commence when you shall leave your home and to continue until your return thereto.

Very respectfully, your obedient servant,

F. A. WALKER,
Commissioner.

Hon. T. C. JONES,
Delaware, Ohio.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND-OFFICE,
Washington, D. C., February 17, 1874.

SIR: In response to Senate resolution of the 27th ultimo, referred to this office by the Department under date of 3d instant, I have the honor to report as follows:

Article 6 of treaty of February 22, 1855, Stats. 10, p. 1169, is still in force and unexecuted. Under date of November 22, 1871, this office issued instructions (copy herewith marked A) to registers and receivers, prescribing the method in which applications to enter land under the provisions of the sixth article of the treaty of February 22, 1855, should be made and treated. These instructions appearing, after a few months' trial, to be not sufficiently explicit, the opinion of the Commissioner of Indian Affairs was solicited in the premises, and on the 26th day of June, 1872, supplemental regulations in conformity therewith were issued as per inclosed copy marked B. Under these regulations there have been made up to date 361 entries, embracing $56,211\frac{28}{100}$ acres.

The applications in these cases have not only strictly conformed to the requirements of official instructions, but in the majority of the cases a gratuitous guarantee has been appended in the form of a certificate as to the respectability and credibility of the corroborative witnesses.

These certificates bear the signatures of such officers as judges and clerks of district courts; judges and clerks of probate courts; county auditors; notaries public; United States Indian agents; and registers and receivers of United States district land-offices, and are accompanied, except in the last two classes of cases, by the seals of their respective offices.

It is proper to add that in all these entries the full Government price of \$1.25 per acre has been paid in cash.

The act of June 8, 1872, Stats. 17, p. 340:

In conformity with the recommendations of the commission appointed under the said act, and in pursuance of the instructions of the Secretary of the Interior to the Commissioner of Indian Affairs, a copy of which was transmitted to this office under date of June 16, 1873, action has been taken as follows:

First. One hundred and thirty locations of Chippewa half-breed scrip, embracing in round numbers 10,400 acres, have been canceled and the lands restored to market.

Second. Entries, with cash or military bounty-land warrants (as provided in the said act) of 9,440 acres, embraced in 118 scrip locations, have been authorized by this office in specific instructions to the proper district land-officers.

Third. Entries of $7,251\frac{22}{100}$ acres at \$1.25 per acre, and of 400 acres at \$2.50 per acre, of the said lands have thus far been made.

Fourth. No entries of land under the said act have as yet passed to patent.

Fifth. Upon 130 scrip locations, embracing 10,400 acres, action by this office has been suspended, awaiting a decision from the Department upon an appealed question of right between the scrip locators and the Northern Pacific Railroad.

Under date of 13th instant, the Secretary rendered a decision in the premises, affirming the right of the scrip locators, and it now devolves upon this office to issue instructions to the registers and receivers of the proper land-offices, authorizing entries of the said lands at \$2.50 per acre.

The report of the Commissioner of Indian Affairs, with accompanying papers, is herewith returned.

I am, sir, very respectfully,

WILLIS DRUMMOND,
Commissioner.

Hon. C. DELANO,
Secretary of the Interior.

A.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND-OFFICE,
Washington, D. C., November 22, 1871.

GENTLEMEN: Referring to my letter to you of 20th ultimo, directing the suspension of action on application to purchase lands under the 10th article treaty September 30, 1854, and 6th article February 22, 1855, with Chippewa Indians, I now direct that you receive no applications of that class unless the same are accompanied by the following evidence in support of the right of the party to the privileges of the treaty, to wit, under the 10th article of the treaty of September, 1854:

1st. The affidavit of the applicant that he or she was of full age (21 years) at the date of the treaty, 30th September, 1854, that the party was residing in the country ceded or reserved at that date, and was employed or residing therein under authority of the Commissioner of Indian Affairs, superintendent of Indian affairs, Indian agent, or sub-agent, naming in the affidavit the nature of his or her occupation, and the name of the person from whom the authority was derived, also the time when so occupied, and that the land applied for was, at the date of the treaty, occupied by the party, and stating how occupied.

2d. The sworn testimony of one or more credible witnesses in corroboration of the allegations set forth in the affidavit.

3d. This affidavit and testimony must be sworn to before either of you or before an officer duly authorized to administer oaths.

4th. Where the application is made for lands embraced in any of the existing reservations made under said treaty, and which may be in your district, the right of the applicant to the privilege of purchase must be verified by the agent of the Indians on the reservation embracing the land.

Under the 6th article of treaty, February 22, 1855:

1st. The affidavit of the party that, at the date of the treaty, February 22, 1855, he or she was of full age (21 years) and residing in the country ceded by the 1st article of the treaty; that the party was duly employed or residing therein under the authority of the Commissioner of Indian Affairs, superintendent of Indian affairs, Indian agent, or sub-agent, naming in the affidavit the nature of his or her occupation, and the name of the person from whom the authority was derived, also the time when so occupied.

2d. The sworn testimony of one or more credible witnesses in corroboration of the allegations set forth in the affidavit.

3d. This affidavit and testimony to be sworn to before either of you, or before an officer duly authorized to administer oaths.

In the cases of missionaries you will not require the authority of the Indian agent, sub-agent, or Commissioner of Indian Affairs to be pro-

duced, but the applicants must state in their affidavits that their presence was not objected to by said agent or Commissioner, and must prove that they were missionaries, acting under the authority of some religious society.

When an application is made, accompanied by the affidavit and proof herein required, you will ascertain if the land is within the country wherein the party is authorized to purchase; and if so, and you are satisfied with the affidavit and proof, you will receive the same, and note the tract on your records, as applied for, (and transmit the testimony to this office, when it will be immediately examined, and, if approved, you will be so notified, so that the party may perfect his entry.)

I inclose a diagram, showing the limit of the lands ceded by the treaties, and the reservations within which the privilege of purchase is accorded.

I also inclose a list of the suspended entries which were heretofore allowed and which have not been patented, and you will notify the parties that they must conform to the requirements of these instructions within ninety days from date of notice or their entries will be canceled.

As these parties may submit the additional proof required, you will transmit the same, referring to this letter, and the number and date of previous entry; at the end of the 90 days report the names, number of entry, and tracts of land of those who have failed to respond to the notice, so that their entries may be canceled from the records.

Acknowledge the receipt of this.

Very respectfully,

WILLIS DRUMMOND,
Commissioner.

REGISTER AND RECEIVER,
Saint Cloud, Minn.

B.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND-OFFICE,
Washington, D. C., June 25, 1872.

GENTLEMEN: Under date of 13th ultimo, this office addressed a communication to the Commissioner of Indian Affairs, requesting an expression of his opinion as to the scope and intent of the 10th article of the treaty of September 30, 1854, and the 6th article of the treaty of February 22, 1855. The reply of the Hon. Commissioner, dated 6th instant, is now before me, and is substantially a concurrence in my views in the premises.

I have therefore to state, for your information and guidance, in dealing with applications to enter lands under the provisions of the said treaties—

First. That the privilege conferred is strictly personal in its character, and cannot be regarded as extending to widows or descending to heirs of deceased persons who, if living, would be eligible.

Second. That *femmes covert*, or wives who were residing in the ceded domain at said date, in conjunction with their husbands and servants, or employés of families domiciled with and forming a part thereof, are not entitled to the said privilege.

Third. That the only classes of persons whose claims can be recog-

nized are interpreters and laborers in the actual employ of Indian agents, missionaries, licensed traders, persons who were engaged in mechanical and professional pursuits, and persons who were acting as clerks to licensed traders.

You will, therefore, require the affidavit and testimony, as prescribed by our instructions of November 22, last, to show also in the cases of interpreters and parties claiming to have been engaged on the said domain, at the said date, in mechanical pursuits, the precise character of the said pursuit, the point at which the same was practiced, and by whose authority.

In the cases of parties claiming to have acted in the capacity of laborers, as aforesaid, and clerks to licensed traders, you will require the affidavit and testimony as prescribed by our instructions of November 22, last, to further show the points at which the applicant was employed, by whom employed, and the nature and amount of compensation received.

Very respectfully,

WILLIS DRUMMOND,
Commissioner.

REGISTER AND RECEIVER,
Saint Cloud, Minn.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., February 20, 1874.

SIR: Referring to office report of the second instant, in response to a resolution of the United States Senate, dated the 27th ultimo, calling for information, I now have the honor to transmit herewith a copy of the majority and minority reports, (together with accompanying papers,) of the commission appointed under date of July 8, 1872, to make such full investigations and report as would enable the Department to carry out the provisions of the act of Congress, approved June 8, 1872, entitled "An act to perfect certain land-titles therein described."

Very respectfully, your obedient servant,

EDWD. P. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

No. 1.

SAINT PAUL, MINNESOTA,
November 25, 1872.

SIR: In accordance with instructions contained in your letters of July 15, 1872, and July , 1872, designating Thomas C. Jones, Edward P. Smith, and Dana E. King a commission to take testimony and report upon the claims of parties asking relief under provisions of the act of Congress of June 8, 1872, entitled, "An act to perfect certain land-titles therein described," they met at the city of Minneapolis, Minn., where they had learned most of the claimants resided or were represented by agents, on the day of August, 1872, and immediately

caused notice to be published in two of the daily papers published in Minneapolis, and also two papers published in the city of Saint Paul, of the time, place, and object of their session, and personal notice to be served on J. P. Wilson, of Saint Cloud, which notice and the answer of the said Wilson to the same are herewith transmitted.

After continuing the session at Minneapolis until the day of August, during which time the commission visited White Earth reservation, other duties requiring the attention of Mr. Smith as Indian Agent, and the commission learning that some parties residing in Nevada, Utah, and California had claims which would probably be presented, it was determined to adjourn the session to the 11th day of November, to meet at the city of Saint Paul, Minn., notice of the same being published in the papers as before, and sent by mail to William S. Chapman, San Francisco, Cal., understood to be a large claimant; and another notice served upon Beebe & Shaw, of Minneapolis, attorneys, who had notified us that a client of theirs had claims, without furnishing us the description of the lands.

The duties required to be performed, as the undersigned understood the letters of instructions, were, first, to hear the statements and evidence submitted by parties who had made, or were interested in locations of lands made under certificates issued to persons belonging to Chippewas of Lake Superior, under the treaty concluded at La Pointe, Wis., September 30, 1854, showing, or tending to show, that such persons acquired their interest and held their claims in good faith, "and that the locations were made in good faith and by innocent holders of the same," with a view to ascertaining what persons were entitled to relief under the beforementioned act of Congress.

And second, to make an appraisement of the lands claimed by persons ascertained to be entitled to purchase under said act, with a view to advising the Secretary of the Interior at what price per acre such lands should be sold, if purchased with cash or military bounty-land warrants, under the provisions of the act. (See letter of Commissioner of Indian Affairs, dated July 15, 1872.)

Notwithstanding the efforts made by the commission to notify parties interested that the burden was upon them of establishing the fact that their claims were held in good faith, &c., in too many instances they treated the matter with an indifference which indicated that they supposed they were in no danger, unless the Government should be able to connect them with the frauds practiced in the issuing of the certificates, or making the locations.

The claims investigated were of two classes:

First. Locations claimed to have been made under certificates claimed to be purchased of half-breeds or their assignees.

Second. The claims of those whose locations were based upon what are called "personal applications" made at the land-office by the half-breeds.

Both classes rested upon the claims of persons who were not entitled under the treaty of La Pointe, because not at that time heads of families, or single persons of the mixed blood of the Chippewas of Lake Superior over the age of twenty-one years, and must therefore be regarded as void under the order of the Secretary of the Interior of March 18, 1872.

The parties, therefore, claiming under these pretended personal applications had no valid claim in law or equity against the Government.

The claims of the original parties being fraudulent and invalid, and not in their nature negotiable, and declared not to be assignable in any

form, the assignee, however honest and innocent of the original fraud, acquired nothing by his purchase.

Nor was it the purpose of the act of Congress, notwithstanding the language of its title, to recognize or give validity to these claims or their transfer.

This act provides "that the Secretary of the Interior is hereby authorized to *permit the purchase with cash*, or with military-bounty land-warrants, of such lands as may have been located with claims arising under the 7th clause of the 2d article of the treaty of September 30, 1854, at such price per acre as the Secretary of the Interior shall deem equitable and proper, but not at a less price than \$1.25 per acre, and that the owners and holders of such claims in good faith be also permitted to complete their entries and perfect their titles under such claims *upon compliance with the terms above mentioned*; provided that it shall be shown to the satisfaction of the Secretary of the Interior that said claims are held by innocent parties in good faith, and that the locations made under such claims have been made in good faith, and by innocent holders of the same."

This is the whole of the act of Congress enabling the Secretary of the Interior to grant relief as now asked by these claimants.

The first matter that engaged the attention of the commission was to determine what fraud is referred to in regard to which the claimants must be innocent and hold in good faith. This we suppose to be settled by the order of the Secretary of the Interior of March 18, 1872, reversing the construction formerly given to the treaty, which allowed the Chippewas of mixed blood to claim its benefits without establishing any connection with the Chippewas of Lake Superior; and finding that only the 278 persons who had received certificates known as the Gilbert scrip, and 45 persons mentioned in the report of Agent Smith and the report of a former commission herein, had established any claim to be entitled under said treaty, and also declaring that "all the so-called scrip issued under this treaty, except such as is denominated 'Gilbert scrip,' is so tainted by actual and clearly-established frauds practiced in issuing it under the construction before referred to as, in my opinion, to deprive these certificates of any value or validity, even for the purpose of determining the identity of the persons entitled to the benefits of the treaty."

Clearly, if the parties now asking relief participated in the frauds practiced in issuing this scrip, or had knowledge of them at or before they acquired the interest now claimed; that is, if they in any way aided the persons to procure certificates, who were known to be not entitled, or purchased, knowing or suspecting that they had been thus fraudulently obtained, such claimants are not entitled to the benefits of this act.

In respect to these matters, they are required to show that they are innocent, and hold their claims in good faith.

All the parties whose claims are embraced in this report have been before us and examined at length and in detail as to the origin of their claims, and their knowledge of the circumstances under which the certificates were issued, and the construction given to the language of the treaty dispensing with proof of the connection of the half-breeds with the Chippewas of Lake Superior, &c.

And all the circumstances connected with the making of the locations. This testimony, taken before the commission by an officer authorized to take depositions, is herewith transmitted, and the examination will be found to be thorough and searching, as in our opinion the demands

of justice require, where parties are examined as witnesses in their own behalf.

The commission has also taken the testimony of such other parties as they supposed had any connection with these transactions, or such knowledge of them as would enable them to throw light upon the matter under investigation.

This testimony reveals a reckless carelessness in making large purchases, and we think, on the part of many of the claimants, guilty participation in an ingenious device to evade the orders of the Government, made under the law, declaring the interest of the half-breeds unassignable. Indeed, as these certificates were so declared on their face, the fact must be assumed to have been known to every purchaser.

To evade this provision made to protect the half-breed from the acts of those who should attempt to take advantage of his ignorance and his necessities, two powers of attorney were attached to each certificate, one authorizing entries to be made of lands, by an attorney on behalf of the half-breed, and the other authorizing conveyance to be made of these lands after patents should be procured.

These powers were in blank as to names of the attorney, the description of the lands, and persons to whom conveyances should be made, and were thus transferred from hand to hand, and were found for sale in the banks in the cities of Saint Paul and Minneapolis. Of course these papers, being a fraudulent device to defeat the purposes of the law, were of no validity whatever, and being deeds executed in blank, would have been rendered invalid if filled up after delivery. They were, moreover, in their nature revokable at the pleasure of the half-breed. The commission is deeply sensible that great wrongs have been done by fraudulent practices of this sort, to defeat the efforts of the Government to protect the ignorant half-breeds.

But this does not appear to be the fraud to which reference is made in the act of Congress as excluding parties from its benefit, although it is believed to be high time for the Government, in vindication of its own dignity, to declare that it will no longer tolerate these evasions of its policy.

But in respect to the frauds in issuing the certificates, or in procuring them to be issued, in violation of the true construction of the treaty, or to parties not entitled under its provisions, we do not find that any of the parties whose claims are here reported are in any way implicated. Indeed, the testimony tends to show that these parties had very little knowledge, and made no inquiry on that subject. Their attention, it is believed, was not directed to it, the parties who got up the scheme having managed it with wonderful prudence and caution.

A considerable portion of the claims presented to the commission are for locations not made under certificates, but under personal applications made by the half-breed at the land-office.

A printed form seems to have been prepared for these applications by J. P. Wilson, after consultation with the register of the Saint Cloud land-office. When an application of this sort was made, the tract applied for was designated on the plat. Many of the half-breeds were unable to speak or understand the English language, but the oath was always administered in English, without explanation.

The general practice was to purchase the interest of the half-breed before the claims were approved at Washington.

These half-breeds came from the Pembina region, and some of them from across the British line and some from Fort Garry.

The applications of husband and wife were both received without

question, as well as the claims of the half-breeds from Canada, and this under the pretense that such things had been approved at Washington. But it appears that the only information the officers at Washington had was such as was transmitted from the local offices, which never disclosed the objectionable matters here referred to.

The lands selected by these half-breeds living on the Red River and Canada were situate in Cass County, on the Mississippi River and its tributaries, and happened to be a very superior quality of pine-lands, but the pretended half-breed of Chippewas of Lake Superior knew nothing of their value or location, the selections being, in fact, made by the parties who were dealing with them.

These applications were frequently left blank as to the descriptions of the lands, as were the powers of attorney as to the persons to whom they were to be conveyed, though the bargains for the purchase seem to have been made in every instance before the applications were made at the land-office.

These applications must all be regarded as fraudulent and void, under the order of the Secretary of the Interior, already quoted. There is, in fact, no pretext of evidence to show that the persons in whose name they were made were half-breeds, related to the Chippewas of Lake Superior, twenty-one years of age, or heads of families, at the date of the before-mentioned treaty, and, therefore, by the literal application of the act of June 8, 1872, the holders of claims under these applications would not be entitled to relief under it, though they acquired their claims without knowledge of this fraud, and are now innocent holders; for the act requires that the Secretary of the Interior shall be satisfied, not only that the claims are held in good faith, "but also that locations made under such claims have been made in good faith, and by innocent holders of the same."

But this evidently has reference to the locations made under certificates, leaving those made by personal applications without any express provision applicable to them.

But it occurred to us that the holders of these claims were in equity as much entitled to relief as those holding under certificates, and ought to be governed by the same principle.

We therefore took testimony in relation to them, and have since received instructions from the Acting Secretary of the Interior to include them in our report. The locations in these cases have not been made in good faith, as the act requires; but if this clause is to be held as applying only to locations made under certificates, which we believe were, in most cases, made by or for present holders, we can see a very good reason for its application, which does not exist as against those claiming under the personal applications, and who, if ignorant of the fraud in making them, may be regarded as innocent holders.

In these cases, as in the others, the testimony tends to show that the parties whose claims are embraced in our report had no knowledge of the frauds practiced in allowing the applications of persons who were not entitled under the treaty, and in respect to that appear to be holders in good faith.

But here, as in the cases under the certificates, we find participation by the holders to defeat the policy of the Government in regard to the assignment of the claims of the half-breeds, by the use of blank powers of attorney under which it was expected the land would be conveyed to the purchaser, after the patent should be issued in the name of the half-breed.

Having settled these questions we are required to make an appraise-

ment of the lands, "with a view to advising the Secretary of the Interior at what price per acre said land should be sold, if purchased with cash or military bounty land-warrants."

The act provides that the Secretary of the Interior may allow the purchase at such price per acre as he "shall deem equitable and proper, but not less than \$1.25 per acre."

Nearly all the lands embraced in the claims presented to the commission, we believe to be the best quality of Government pine-lands to be found in Minnesota at the time of making the selections, and most of them are held by parties largely engaged in the manufacture of lumber, who seem to have selected them with a view to future use, as none of the timber has yet been cut upon these lands.

The present holders have paid for the certificates or for the interest, under personal applications, sums ranging from \$1.50 to about \$4 or \$4.50 per acre, the testimony in regard to this being generally indefinite.

Under these circumstances what should be the rule for determining the equitable and proper amount to be paid by persons claiming these lands, and now asking to be allowed to purchase them of the Government, and have a perfect title to the same.

They have no title in law or equity, as the persons from whom they claimed to have purchased or derived their title had no claim upon the Government for the lands, as they were not the class of persons described in the treaty; nor can it be said that the order of the Secretary of the Interior making this adjudication is unjust, because it makes provisions for any person named in these lists claiming to be Chippewas of mixed blood within the meaning of the treaty of La Pointe to appear before the proper agent and make proof of the same, in the manner provided in the order.

It is believed that the 278 persons to whom the Gilbert scrip issued, and the 45 persons mentioned in the report of Agent Smith and the report of the prior commission herein, embrace all the Chippewas of mixed blood that are so entitled; but if it is claimed that there are others among those to whom this scrip issued or who made personal applications, here is ample opportunity for them to establish their claims.

The Government has only set aside the pretended evidence heretofore taken as so tainted with fraud as to be of no validity for any purpose.

Cases now before us therefore are assumed to be without any just foundation to rest upon, and the present holders are allowed to make purchase of the lands that have been selected on the ground that they may have been misled by the fraudulent or negligent conduct of parties in the employ of the Government.

It is urged in behalf of these parties that it would be equitable to consider what they have paid in the purchase of this so-called scrip and the interest of those who made the personal applications.

While the Government, as well as an individual under similar circumstances, would be disposed to deal liberally, it is obvious that it would not do to establish the rule of crediting a party for the amount paid for a fraudulent claim, because of the want of diligence in its investigation. And that this is not the intention of the Government is obvious from the fact that the act of Congress provides that in no case shall the purchase be allowed for less than \$1.25 per acre.

In making these purchases the parties were aware that they were incurring pretty serious risks. The lands were not in the market nor subject to entry, and some of them were not even surveyed.

But it was important that those dealing in pine-lands should secure

choice pieces in advance of the general public, and for this, or even a chance depending upon the contingency of a conveyance by the half-breed or his attorney after issuing of the patent, they were willing to pay their money.

Under the act of June 8, 1872, those holding in good faith are not merely to be permitted to hold the contingent interest they supposed they purchased from the half-breed, but to stand as a direct purchaser from the Government, with a valid and perfect title.

Nor is it consistent with justice to allow, as has been claimed, a charge against the Government for the expenses incurred in picking out its best lands. These expenses, according to the testimony, appear to have been about one dollar per acre.

These parties having designated what they want, the question is, what the lands they have selected are worth—what, under all the circumstances, should they be required to pay?

It has been urged in defense of the purchase of these interests that were not assignable, that this practice had been sanctioned by the Government in other similar cases.

We suppose it is true that purchases of this sort have been made to some extent, and it may be that local officers indirectly aided it; but how could the matter come to the knowledge of the Government?

The arrangements with the half-breeds could not be officially communicated to or recorded in any Government office, and the patent in every case issued to the half-breed. The deed executed under the pretended power of attorney conveying the land to the purchaser, would only be found in the recorder's office of the county where the land was situated.

No trace of these transactions could be found at Washington, or in any local office of the General Government.

The purchasers were therefore dealing with parties that had no power to sell, attempting to purchase what was in its nature not negotiable, with a knowledge that its negotiation was prohibited by the Government, and must, therefore, according to every rule of law and justice, be held to purchase subject to every infirmity the thing bargained for had in the hands of the original holder. In any view of the case they are not in a situation to claim that the Government led them into the business, and must therefore lose by crediting them with the expenses incurred, and money paid in making the purchases.

We have taken testimony of parties and their agents where they appear to be informed in regard to the character and value of these lands and of such other persons as we could find, who had the information necessary to form an opinion of their value.

Mr. T. B. Walker, interested in the claims presented by the firm of Butler & Walker, and as having made selections for H. T. Wells, in which he appears to have a contingent interest, and also who presents a large amount of claims in his own right, seems exceedingly familiar with all the lands included in the locations claimed before the commission.

This witness puts the price at from \$5 to \$10 per acre, and thinks the land claimed by Walker & Butler, and Walker, in the spring of 1871, at an average of \$6 per acre; says he has been more or less over the lands claimed by other parties before the commission, and that they will average 5,000 feet of lumber per acre; the best 8,000 feet, and some forty-acre lots will average 10,000 feet per acre; that they are mostly favorably located for driving the logs. (The logs, stumpage, according to all the testimony, are worth from \$2.50 to \$3 per thousand feet.)

William P. Aukney, whose firm, Aukney, Petit & Robinson, claim 240 acres before the commission, situate and about equal in quality with the rest, says it is worth from \$8 to \$10 per acre; that he has paid rather under \$3 per thousand feet for stumpage. The firm to which this witness belongs is among the largest manufacturers of lumber in the State.

W. W. Hale, another claimant and lumberman, puts the value of the 80 acres claimed by him at \$6.50 per acre.

Mahlan Black, who has been a land-surveyor for the last fifteen years, says he has examined the lands near Pokegoma Lake, where most of these lands are situated, and that they were worth in 1869 or 1870 as follows:

Lands in—

Township 55, range 26, at \$7 to \$8 per acre.

Township 135, range 30, at \$5 to \$8 per acre.

Township 139, } range 31, at \$4 to \$8 per acre.

Township 140, }

Township 52, } range 26, at \$6 to \$8 per acre.

Township 53, }

Township 141, range 28, at \$6 to \$8 per acre.

Township 138, range 29, at \$7 to \$8 per acre.

That these lands have advanced in value at the rate of 12 per cent. per annum since that period.

Jonathan Chase, a lumberman of experience, puts the land about Pokegoma Lake at about \$9 per acre, and the lands of Butler and Walker at \$10 per acre.

The effect of all the testimony before the commission leads us to believe that these lands are worth at private sale from five to eight dollars per acre. But, according to the scale of prices which have generally ruled at public sales of such lands by auction, the Government, unless some measures were adopted for protection against a combination of bidders, would not, in our opinion, realize more than \$2.50 per acre, "and it seems to us that it would be 'equitable and proper' for the Government to allow these claimants to purchase their entries at such rates as the Government would be likely to receive in its own market."

"Whether the amount likely to be realized in such market at this period would be greater or less than our estimate, as above, can be better determined from the records of the General Land-Office, of sales of pine-lands, heretofore made in this State, and from the results of the pine-land sales in the immediate vicinity of those entries under consideration, which are ordered for the months of December and January next ensuing."

The commission find the the following persons entitled to purchase lands, under the provisions of the act of June 8, 1872, viz: (For description of entries see schedule A.)

T. B. Walker and Butler sixty-eight entries, of eighty acres each; total five thousand four hundred and forty acres,

T. B. Walker, twenty entries of eighty acres each, total sixteen hundred acres.

W. W. Hale, one entry, eighty acres.

S. A. Harris, three entries, two hundred and forty acres.

George B. Wright, Windom & Davidson, two entries one hundred and sixty acres.

Lake Superior & Puget Sound Company, eighteen entries, fourteen hundred and forty acres.

Eastman, Bovey & Co., eight entries, six hundred and forty acres.

H. T. Wells, thirty-five entries, twenty-eight hundred acres.

S. W. Farnham and Lovejoy, four entries, three hundred and twenty acres.

Farnham, Lovejoy & Gilfillan, thirteen entries, ten hundred and eighty acres.

D. Morrison, forty-six entries, thirty-six hundred and seventy-four $\frac{88}{100}$ acres.

Morrison, Windom & King, forty-one entries, thirty-three hundred and fifty-eight $\frac{20}{100}$ acres.

Aukney, Petit and Robinson, three entries, two hundred and forty acres.

Total, twenty-one thousand and seventy-three $\frac{80}{100}$ acres.

As to the claims of W. S. Chapman, we have only to report that, in answer to our notice sent to him on the 2d of September, a letter was received from him of the date of October 19, inquiring what he was required to do to avail himself of the benefits of the act under which the commission was proceeding, which letter was immediately answered and a full statement made of the testimony required. He was also notified that the commission would be in session at Saint Paul as late as November 20th, after which date his testimony could be sent to the chairman at Delaware, Ohio.

This is the last information we have of Mr. Chapman's claim.

An application has also been presented by Henry Beard, esq., an attorney at Washington City, on behalf of John D. Perry, of Saint Louis, making inquiry as to the nature of the testimony required by the commission, to which full answer was returned immediately. The date of this answer was November the 7th. Mr. Beard has since written that, as his client is in Europe, it will require some time to prepare his testimony, but that he will forward it as soon as possible. The lands claimed by Mr. Perry are in Colorado, and are understood to be the only entries in that Territory reported as subject to the order of the Secretary, of March 19, 1871.

The commission is also in receipt of a further communication from the attorney of Corbett, heretofore mentioned in this report, stating that they cannot now present his case, for the reason that they have not been able to hear from him or to learn his address, though they suppose him to be somewhere in the Territory of Utah.

The commission have reason to suspect that, after examination of the descriptions of the entries claimed by Corbett, now for the first time furnished to us, that it is probable that J. P. Wilson, of Saint Cloud, is interested in these locations. If we were satisfied that Wilson was thus interested we should have no hesitation in rejecting these claims, on the ground that the personal applications of the half-breed on which the entries were made were fraudulently procured, and that Wilson aided in the scheme, as is conclusively shown by the testimony of Charles Gilman and others, herewith forwarded, and by the report of the former commission.

The suspicion that Mr. Wilson is interested in these claims and the belief that he may be disposed to get his claims before the commission or the Secretary of the Interior, is strengthened by his letter to the commission, already referred to and herewith forwarded, in which he speaks of claims as being "good until shown to be fraudulent," and that he has "no claims to present at this time," &c.

The attention of the commission is respectfully invited to the entries at the Taylor's Falls land-office, given in the list furnished the commission as subject to the order of the Secretary of the Interior. With these exceptions, these entries are situated within the Mille Lac reser-

vation, which is still occupied by the Indians, and the entries, as we understand, having been, for this reason, already canceled at the local land-office, we have declined to consider any claims arising under them.

Schedule B shows such of these entries as are claimed by H. T. Wells, and rejected by the commission.

We have reason to believe that other similar claims will be presented to entries on this reservation and urged before the Department.

Respectfully submitted by your commission.

T. C. JONES.

EDW. P. SMITH.

Hon. F. A. WALKER,
Commissioner of Indian Affairs.

No. 2.

WASHINGTON, D. C., December 13, 1872.

SIR: On the 31st of July last, I was notified by Hon. F. A. Walker, Commissioner of Indian Affairs, that I had, by your direction, been appointed "a commissioner to be associated with Hon. T. C. Jones, of Delaware, Ohio, and Edward P. Smith, agent for the Chippewa Indians of the Mississippi, to investigate the claims of such parties as may assert a right to purchase, with cash or military-bounty land-warrants, the lands referred to in an act of Congress, approved June 8, 1872, entitled 'An act to perfect certain land-titles therein described.'"

Unable to agree, in some important particulars, with the majority of the committee, I respectfully beg leave to submit to you briefly the reasons which impel me to dissent from some of the conclusions arrived at by the majority of the committee.

The act of June 8, 1872, under which this commission was appointed, reads as follows:

"That the Secretary of the Interior be, and he is hereby, authorized to permit the purchase, with cash or military-bounty land-warrants, of such lands as have been located with claims arising under the seventh clause of the second article of the treaty of September thirtieth, eighteen hundred and fifty-four, at such price per acre as the Secretary of the Interior shall deem equitable and proper, but not at a less price than one dollar and twenty-five cents per acre, and that the owners and holders of such claims in good faith be also permitted to complete their entries and perfect their titles under such claims upon compliance with the terms above mentioned: *Provided*, That it shall be shown to the satisfaction of the Secretary of the Interior that said claims are held by innocent parties in good faith, and that the locations made under such claims have been made in good faith and by innocent holders of the same."

It will be noticed that the act above quoted invests the Secretary of the Interior with full power to adjust the claims referred to, in such manner as may to him seem "equitable and proper," only restricting such action of the Secretary with the proviso that such claims must be held "by innocent parties in good faith," and that the price fixed upon the lands shall not be "less than one dollar and twenty-five cents per acre." The established rules regulating the sales of the public lands are, by the act of June 8, 1872, in the case of these lands, suspended, and they are, with the limitations mentioned, subject to sale to certain parties at such prices as the Secretary may, under all the circumstances of the case, "deem equitable and proper."

The question, then, to be considered is *not* one of technical legality, but one of "equity" and "propriety." The act does not call for a commission at all, in the adjustment of this matter. It was instituted by the Secretary of the Interior only as an aid in arriving at the "*equities*" of the parties referred to in the act. Nor is the opinion of the commission in any way binding upon the Secretary, but so far as the collection of facts and presentation of testimony goes, it may be an *aid* to the Secretary, in arriving at a proper conclusion as to an "equitable and proper" adjustment of these claims.

The examination of the several parties claiming under the act was conducted by the chairman of the committee, Hon. T. C. Jones, in a most searching and able manner. The reported testimony will show that nothing which the most rigid and impartial investigation could elicit is lacking, and seldom, if ever, was a committee more earnest in its efforts to get at the truth, or more successful in obtaining it.

The duties of the committee are clearly set forth in the letter of the Commissioner of Indian Affairs, under date of July 15, 1872, as follows:

"It will be the duty of the commission to inquire and report to this office what persons in their opinion, if any, are entitled to any benefit under the provisions of the aforementioned act. * * * * *

After having ascertained to the best of their opinion who, if any, are entitled to purchase the lands referred to under the act, the commissioners will make an appraisement of the same, with a view to advising the Secretary of the Interior at what price per acre the said lands shall be sold, if purchased with cash or military-bounty land-warrants, under the provisions of the act.

"The particular tracts of land referred to in the act are definitely set forth in the letter of Commissioner Walker before referred, as follows:

"The commission will be furnished by the Hon. Commissioner of the General Land-Office *with a list of the locations referred to*, which have not been patented."

With the legality of the scrip under which these lands were originally located the commission had nothing to do, but, as I understand, it was confined to two specified points of inquiry:

1st. Who are "innocent holders in good faith" of the claims referred to? and,

2d. What amount, under all the circumstances, is "equitable and proper" these parties should pay for the lands claimed by these, respectively?

As to the first point above stated, there was, I believe, no material difference of opinion among the members of the commission, but they were fully satisfied that the parties named in the schedule accompanying the majority report were, in the meaning of the act of June 8, 1872, innocent holders in good faith, and entitled to the relief contemplated by said act.

These "certificates of identity" or "scrip," as it was generally designated, had for fifteen years been bought and sold in the markets; they had been created at the several local land-offices by "power of attorney," and this power of attorney had always accompanied the scrip to the General Land-Office; and, in due course of time, the patent had issued on the location. So general had this practice become and so universally had it been believed to be not only legitimate and proper but strictly in accordance with law, that men on whose names no breath of suspicion had ever rested, and whose honesty and integrity had never been questioned, bought, sold, and used these certificates, with as unquestioning confidence in its rightfulness and propriety as they

would have bought or sold a city lot, or any other legally recognized property.

They saw the scrip regular on its face; saw it signed and attested by the proper Government officers; and, in many instances, the special certificate of the Commissioner of Indian Affairs certifying to its genuineness. They could not know that the officers of the Government had themselves been deceived by false or forged proofs, into the issuance of the scrip, and they urged these points before the commission, with such force as left no chance to doubt their good faith, or the duty of the Secretary to grant the relief provided in the act of Congress of June 8, 1872.

A difference of opinion as to the application of the provisions of the act to those cases commonly known as "personal applications" was removed by the letter of the Assistant Secretary of the Interior, instructing us to place these claims in the same category with the locations of certificates, and which was so manifestly just and proper that the only wonder is that it was not as pointedly expressed in the letter as it was in the spirit of the act itself.

The difficulties in the way of a satisfactory answer to the second point before the commission, and upon which there seemed to be radical differences of opinion, are neither few nor small. Not a single witness could swear, or even guess, how much was paid for the scrip with which any certain tract of land was located, or fix an intelligent estimate of the value of such tract, and even those witnesses who had made selection of pine-lands a specialty for many years, and who might therefore be deemed "experts," could only make loose, vague, and general estimates, which really served to confuse and bewilder, rather than to aid in reaching any practical result. A recapitulation of the testimony as to value of scrip and land claimed will exhibit this in a striking manner. On sheet No. 1 will be found the testimony of T. B. Walker, one of the principal claimants.

Mr. Walker testifies that his firm paid \$4 to \$4.50 per acre for scrip; that the lands are worth about \$5 an acre, and that the cost of examination and location was about \$1 per acre. The *best* lands might cut 8,000 feet per acre; some forty-acre tracts *might* cut 10,000 feet per acre. "I place the value of lands in township 141, range 32, at \$3.50 per acre. If title was perfect, would be worth \$5 per acre."

On sheet No. 5 will be found the testimony of another large claimant, Levi Butler. Mr. Butler swears that he paid for most of his scrip \$4.50 per acre; some he bought at \$2.50 per acre; cost of location and exploration, about \$1 per acre.

On sheet 6 is the testimony of W. W. Hale, who claims two pieces, or 160 acres. Mr. Hale swears he paid \$4.50 an acre for scrip land worth not to exceed \$6.50 per acre; expense of exploration and location, about \$1 per acre.

On page 7 will be found the testimony of another small claimant, S. A. Harris, who swears his scrip cost him \$4.50 an acre, and about \$1 an acre to locate; supposes the land to be worth, on an average, cost of scrip and locating the same.

On the same sheet as above may be found the testimony of George B. Wright. He is slightly interested in a claim before the commission, and has for many years been engaged in the surveys of the public lands. Mr. Wright swears that the scrip cost \$5 an acre, and these lands are worth from \$5 to \$6 an acre. This witness also testifies as to lands claimed by the Lake Superior and Puget Sound Land Company as follows: that he is agent for said company; that \$3.50 per acre was paid

for scrip; that Mr. Canfield, the president of said company, paid \$5,000 to remove conflicting claims on the lands, and that they are worth \$5 per acre; expenses of locating, about \$1 per acre.

On page 9 is the testimony of another claimant, W. W. Eastman, who swears that he purchased the scrip for Eastman, Bovey & Co., and that it cost \$4.25 per acre; knows nothing of the value of the land except from what he paid for the scrip.

John De Laillred, of the firm of Eastman, Bovey & Co., as above, says: "Where we located the scrip we estimated the land worth \$5 per acre." Expenses attending location was "seventy-five cents per acre."

On pages 10 and 17 find evidence of Henry T. Welles. Has dealt in this scrip. He has paid from \$1.20 to \$3 per acre; don't know what he paid for the pieces he now claims under.

S. W. Farnham swears his scrip cost \$3.50 per acre in part, and a part \$5 per acre.

On pages 19 to 24 Dorrellus Morrison swears he paid from \$3 to \$4 per acre for scrip; land not first-class, but fair average quality.

Mahlon Black, an expert, was called before the commission, and commences his testimony on page 25, as follows: Has been engaged in the business of surveying and examining lands since 1847. The pine-lands in the vicinity of Pokegama Lake, and near the Mississippi River, are the best as to quality in the State. The quantity of pine on these lands is not as great as in some other districts. In 1871 good pine-lands in that vicinity would be worth \$10 per acre. Stumpage could have been readily sold for \$2.50 per thousand feet. I should put the lands selected in township 55, range 26, at \$7 to \$8 per acre; in township 135, range 30, at \$5 per acre; in townships 139 and 140, range 31, at \$3 to \$5 per acre; in townships 52 and 3, range 26, at \$5 to \$7 per acre; in township 141, range 28, at \$5 to \$7 per acre; in township 138, range 29, \$7 per acre; in townships 139 and 140, range 31, at \$3 to \$5 per acre.

In answer to this question by Mr. King: "Can you give any specific description of the lands referred to in your testimony as an intelligent basis from which to appraise the value of any particular tract or subdivision?" the witness replied, "I cannot, from memory." He also swears that he has "examined the Pokegama lands with a view to their being purchased by other parties, but the parties for whom they were examined did not get them."

W. H. Lawrence values average pine-lands from \$5 to \$12 per acre. Lands located by Eastman, Bovey & Co. are not worth more than \$3 to \$4 per acre.

On page 29 W. P. Aukeny swears that he paid \$3.50 per acre for scrip; that the lands entered by his firm could not, in 1870, have sold for more than \$5 an acre; in 1871, probably for \$6 to \$8; and at this time, \$8 to \$10 per acre. "We purchased 160 acres in the winter of 1870-'71, worth about the same, or perhaps a little more, than these lands, for \$6 an acre. We paid for stumpage on the school-lands from \$2 to \$3 a thousand feet; last winter paid for stumpage \$3 per thousand."

The most noticeable feature about the testimony of all these witnesses, both of interested and disinterested, is its loose, vague, and uncertain character. Not one simple tract or Government subdivision is cited as being possessed of a specified value, but the estimates are made in that loose and general way which leaves the commission nothing but guess-work to form a basis for a report on this point.

Mahlon Black estimates the value of lands all the way from \$3 to \$10 an acre; and, it will be noticed, estimates not by specific

tracts or subdivisions, or even by sections, but by townships of thirty-six square miles each. It is needless to say that such loose and general estimates can be of but little worth to the commission or to the secretary in appraising the value of particularly designated eighty or forty acre tracts scattered all through these townships. It is evident that such estimates are notoriously untrustworthy and unreliable. To illustrate how much such estimates vary from the facts, I have only to state that I am personally knowing to a sale of 1,440 acres of land in one of the townships sworn by Mr. Black to be worth \$7 to \$8 an acre at the sum of only \$4.50 per acre. This sale took place in November last, was of good average pine-lands, with perfect title under United States patent, and under no undue pressure on the part of the seller to realize.

Mr. Aukeny swears that selected pine-lands, as good and perhaps better than these lands, could be bought for \$6 per acre, notwithstanding stumpage on these same lands was selling at that time for \$2.50 to \$3 per thousand.

It must be apparent that loose and general guesswork must give place to actual facts and real transactions. Mr. Black, in common with all the other witnesses, confesses inability to fix a value on any single subdivision of these lands. Mr. Black also states that he "examined the Pokegama lands with a view to their being located by other parties; but the party for whom they were examined did not get them." Allow me to state here that I have what I deem the best of evidence that the reason Mr. Black's employer did not get the lands was because Mr. B. reported them not worth the scrip necessary to cover them. He was employed to select lands in townships which he swears were "worth an average of \$7 to \$8," and he could find none worth \$5, although his examination covered an area of three hundred and sixty square miles of "the best pine-lands in the country."

With all the facts and testimony before the commission, I come to the conclusion that \$4.50 an acre is a high estimate to put upon these lands. That the Government would ever realize anything like that amount at public offering, I have not the remotest idea. I present herewith a certificate of the then register of the Saint Cloud, Minn., land-office, in which district these lands lie, showing that at a public offering of similar lands at that office in 1864 not a single acre out of 8,000 acres sold brought more than \$1.25 per acre, and this notwithstanding the inflated condition of our currency, and consequent high prices which prevailed at that time. This certificate of the present receiver of Saint Cloud land-office will be verified by the records of the General Land-Office.

Upon what I deem a fair computation of the cost of scrip located on these lands by the parties in interest, it reaches an average of about \$3.23 per acre, including all the claims presented. Should the claims for lands in the Mille Lac reserve be rejected by the Secretary, the average cost of the scrip would be much higher. That the average price of \$4.50 an acre is a high estimate of the lands in question will not be disputed by any one acquainted with that class of lands, and that these parties have already paid double for them which the Government would ever be likely to receive for them at public or private sale is equally certain. Taken in the light of actual facts, and these lands sell by one private party to another at the price which I have fixed on them, \$4.50 an acre. Tested by actual experience, and at public or private sale by the Government, they never sell for more than \$1.25 an acre outside, and not over \$2.50 inside, the double-minimum land-grant railroads.

The question, "what should these parties pay for these lands?" turns

on the construction placed upon the act of June 8, 1872. What is intended by the terms "equitable and proper," contained in the act authorizing the Secretary to sell these lands to these claimants on "such terms as he may deem equitable and proper?" Most clearly that the Secretary may, if he deem it "equitable and proper," deduct from the value of the lands referred to the loss these parties have sustained in innocently and in good faith purchasing this scrip, and allow them to purchase these lands at the remaining price, provided always that price shall not be less than \$1.25 per acre.

To say these parties may go to the local office and purchase these lands at a competitive public sale, is to weigh them down with shackles of over \$3 an acre, and then to bid them make the race against parties encumbered by no such expense. To say they may wait till after such public sale and then purchase at private sale at a Government land-office, is only to allow them to exercise a privilege they already enjoy, and of which the Government cannot deprive them if it would. It would certainly be a hard and cruel definition of the word "equity" to construe it to mean that these parties should pay more for these lands than the Government, at public and private sale, allow other parties, who have no grievances to redress and no equities to plead, to purchase for.

The Government can afford to be just, if not generous, and I am of the opinion that the least measure of equity it can grant, and the least these parties can be entitled to receive, is to be allowed to purchase these lands, which it has cost them \$30,000 to explore and to protect from timber-thieves and trespassers, at the ordinary minimum price of Government lands, to wit, \$1.25 an acre for such as lie outside, and \$2.50 for such as lie inside, the twenty-mile limits of the several land-grant railroads. That this would be "equitable" to the Government all will concede; toward the claimants it is all the equities the law will allow.

As to the seventy-three entries claimed by H. T. Welles, made on the Mille Lac reservation, they occupy in respect to the innocence and good faith of the claimant precisely the same position as his remaining thirty-four claims, which are allowed by the commission. I understand the only point raised against these seventy-three entries by the majority to be, that the lands embraced in the entries lie within the limits of an Indian reservation, and are not subject to disposal by the Secretary.

The majority seem to have forgotten that it was the express object of the act of June 8, 1872, *to remove that disability*, the part of the Secretary of the Interior, and to allow him to do just what under existing laws he could not do. Mark the wording of the act:

"That the Secretary of the Interior be, and he is hereby, authorized to permit the purchase, with cash or military bounty land-warrants, of such lands as have been located with claims arising under the seventh section of the second article." &c. Now, can it be doubted that this includes all "such lands" which are held by "innocent parties in good faith?" And can it be doubted that Congress *intended* to remove by a special enactment the very objection urged by the majority of the commission, and solely on account of which these claims were rejected?

Is it not rational to suppose that Congress not only *saw* this difficulty in the way of the "equitable" adjustment of these claims, but intended to provide for it? Do they say in the act of June 8, "the Secretary of the Interior is hereby authorized to permit the purchase" of these lands, and still give no power to do what they have just expressly authorized him to do? For it should be borne in mind that the disability, if any

exists, in reference to the Mille Lac lands extends, in a certain sense, to *all* the lands referred to in the act, and without its intervention and the authority therein contained, the Secretary is as powerless to "permit the purchase" of the lands included in the favorable report of the commission as of those on the Mille Lac reserve.

The power conferred upon the Secretary by the act of June 8 is ample and conclusive upon *all* the lands referred to in the act. Upon satisfactory proof of the innocence and good faith of these parties, "he is hereby authorized to permit the purchase" of these lands by these claimants as much as though they had been the only public lands belonging to the Government. In the light of these considerations I could not see how the majority could consistently exclude *these* claims from the benefits of the act of June 8, 1872, standing as they do on precisely the same terms as the balance of the claims reported.

Of the claims presented by Messrs. Beebe & Shaw, attorneys for — Corbett, I am equally well satisfied that they do *not* come within the limits of the provisions of the act. They are in the hands of parties who were not only cognizant of but were abettors of the frauds under which the claims originated; and I am clearly of the opinion they should be rejected.

As regards the claims of W. S. Chapman, the inclosed schedule of which was received since my arrival in this city, I am not so clear. It is suspicious at least that this claimant, though having ample notice, did not present his claims in time to be considered by the commission; and there is too much reason to believe that he was not unaware of the fraudulent practices through which his claims originated. I therefore present them without recommendation.

In conclusion, allow me to say that, in the discharge of my duties as a commissioner under the act aforesaid, I have been actuated solely by a desire to arrive at a conclusion that should work substantial justice between the Government on the one hand and these claimants on the other. I have tried to ascertain the exact measure of the equities of the parties interested, as well as the full practical value of the lands claimed to the Government, and then to so adjust these two interests as to carry out faithfully the measure of equity so clearly contemplated in the letter and spirit of the act of June 8, 1872.

I have the honor to be, very respectfully,

DANA E. KING,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.

UNITED STATES LAND-OFFICE,
Saint Cloud, Minn., November 26, 1872.

I hereby certify that I am at present the receiver of public moneys at this office; that I was register of the same at and during the public land sale at said office in the month of October, 1864, commencing on the 17th and closing on the 29th of said month; that about eight thousand acres of the public lands, all or nearly all of that class commonly known as "pine-lands," were sold at said sale, and, upon examination, I find that none of said lands sold at a higher price than \$1.25 per acre, as appears of record in this office.

T. G. McCLURE, *Receiver.*

Schedule of parties entitled to relief under the act of June 8, 1872, the same being innocent holders in good faith of the number of entries or pieces set opposite their names respectively.

	Pieces.
T. B. Walker and Levi Butler.....	68
T. B. Walker.....	20
L. S. & P. G. Land Company.....	18
Windom, Wright & Davison.....	2
S. A. Harris.....	3
Eastman, Bovey & Co.....	8
Farnham & Lovejoy.....	4
Farnham, Lovejoy & Gilfillan.....	13
Henry T. Welles.....	34
Henry T. Welles, Mille Lac reserve.....	73
Dorillus Morrison.....	46
Dorillus Morrison and others.....	41
Aukeny, Robinson & Petit.....	3
W. W. Hale, (1 good piece).....	1

No. 3.

Depositions of witnesses taken by me at the office of the commission appointed by the Commissioner of Indian Affairs, by direction of the Secretary of the Interior of the United States, and under the authority of the said commission, at the city of Minneapolis, in the State of Minnesota, on the day of August, A. D. 1872.

T. B. Walker, of Minneapolis, being by me first duly affirmed, as hereinafter certified, deposes as follows, to wit: My age is thirty-two years; occupation, lumberman; my residence is in Minneapolis. I am interested with Dr. Butler in pieces of located Chippewa half-breed scrip, as numbered and set forth in Schedule A, hereunto attached, and in pieces which I claim in my own right, as also appears in said Schedule A, attached.

This scrip was purchased by us in the years 1868, 1869, 1870, and 1871; I think the most of it in the year 1868. We purchased some of Henry T. Wells, some of William S. Chapman, some of R. I. Mendenhall, some of Thompson & Brother, Saint Paul.

We purchased this scrip just as we would go into the market and purchase land-warrants. The price paid for this scrip was principally \$4 and \$4.50 per acre. This was about the market-value of the scrip, and I don't think we purchased any at a less price than \$4 per acre. These purchases were made almost wholly by myself.

Question. What inquiry, if any, did you make as to the character of this scrip before you purchased it?—Answer. The questions we asked were: Are the parties alive, and are they known to the parties selling the scrip, and find out from them what they know about the parties, and whether they would be likely to deed the land to us after the scrip should be located. We made no question as to the legality of the scrip, because we supposed that had been settled beforehand by the Government.

Q. Did you see the scrip or certificate of identity and the papers attached before purchasing?—A. Of course we saw the scrip and papers before purchasing, and examined them.

Q. When did you first hear of any fraud in these certificates or over-issue of the same?—A. I first heard of it during the session of the commission in the summer of 1871.

Q. Did you ever refer to the treaty under which these certificates of identity were issued to determine their validity?—A. Don't remember that I ever did.

Q. Did you know that none were entitled to such certificates but the half-breed Indians belonging to the Chippewas of Lake Superior?—A. I know they were issued under the La Pointe treaty, but the class of persons entitled to them I did not know anything about.

Q. Did you not know that these certificates were issued to the Chippewa half-breeds and to no other parties?—A. I did know that.

Q. Was it known in the market as Chippewa scrip or certificates of the half-breeds of Lake Superior?—A. It was known in the market as Chippewa half-breed scrip.

Q. Had you any knowledge or had you ever heard any reports or discussion as to the number of Chippewa half-breeds entitled to such scrip?—A. I had no definite idea or knowledge nor any way of knowing. Had never heard the matter discussed.

Q. What was your belief at the time of making these purchases in regard to the character of these certificates whether they were issued in good faith, or were fraudulent?—A. I had no reason for supposing them to be fraudulent, and believed them to be genuine, and the parties named in certificates entitled to make the entries of the land.

Q. What, in your judgment, were these lands worth at the time you made the entries?—A. My estimate was that they were worth about \$5 per acre. The expense of examining the land and making the entries was from seventy-five cents to \$1 per acre. That, in my judgment, would cover the expense. These lands are in the counties of Cass and Itasca, in Minnesota, and were most of them purchased upon my own personal examination.

Q. by chairman. What portion of these lands have you personally inspected?—A. Probably nine-tenths of them.

Q. by chairman. What do you say is their quality, whether first, second, or third rate of pine-lands?—A. I should say they are good quality; counting all the locations made at minimum prices I should say these were better than the average.

Q. by chairman. After the Chippewa certificates were all consumed or declared fraudulent, so that there were none to be had in the market, what do you say was the value of these lands mentioned and set forth in the schedule?—A. If I had put the lands into market, I presume I could have sold them at about \$6 per acre. The best pine-lands I have known sold in the State brought \$10 per acre.

Q. by chairman. Are the dates set forth in your schedule in the last column, or right hand column, the true dates of the location in every instance?—A. They are, unless I have made some mistake in transcribing.

Q. by chairman. Do you know anything about a practice at the land-office to antedate entries?—A. I do not.

Q. by chairman. Has any pines been cut on your lands described in these lists by you or by your authority?—A. According to my best knowledge and belief, there has been no timber cut on any of those lands.

Q. Has the price or value of these lands advanced since the spring of 1871?—A. They are advancing all the time, and probably more the last year than in any previous year. The advance the past year is partly owing to the large railroad grants.

Q. by chairman. Did you ever hear of a law-suit between ex-Commissioner Dole and J. P. Wilson growing out of this scrip?—A. I did hear of it for the first time last year. I learned from the published report of commission appointed last year.

Q. by chairman. Have you the means now of stating accurately the date of your purchases of these certificates?—A. I have not, except the purchases of certificates were made generally before the date of the entries.

Q. What knowledge have you, if any, as to the character of lands located by other parties under these certificates at or about the time your locations were made?—A. I have been over the upper country more than any one else, and better acquainted with its character, and so far as I know the land there is no particular difference in the value.

Q. What number of feet of lumber would, in your judgment, these lands produce per acre?—A. Probably they would average 5,000 feet per acre.

Q. How much would the best lands produce, in your judgment?—A. Probably 8,000 feet. Possibly some 40-acre tracts could be selected that would cut 10,000 feet per acre. I know of no recent sales of pine-lands except one sale of 1,000 acres, entered long previous to our selections, and lying on the bank of Prairie River, which were sold at \$10 per acre. Only one firm in the city would pay that price.

Q. How are the lands located with the scrip or certificates situated as to getting the lumber to market, favorably or unfavorably?—A. Mostly favorably located, being some of it, however, four miles from streams. I never dealt in the Chippewa scrip, except to enter lands for myself or my firm. The 20 pieces on the last page of schedule furnished and numbered as follows, to wit, 178, 201, 208, 179, 140, 226, 171, 177, 64, 194, 100, 165, 162, 184, 203, 163, 124, 126, 227, 130, were purchased by me of H. T. Wells, in July or August, 1870, and the last of April or May, 1871, and cost me \$2.50 and \$3 per acre; the average cost being about \$2.75 per acre. They belong to me personally. Mr. Wells did not mention to me that all entries of scrip at the land-office had been forbidden. The entries marked in the schedule "personal entries," were made at the Saint Cloud land-office in April and May, 1870. The right in these entries was purchased of J. P. Wilson at \$2.50 per acre, in April, 1870. These entries were represented to us by Mr. Wilson, of whom we purchased, as having the same validity as entries under the half-breed Chippewa scrip. Before purchasing, we required a certificate from the register of the land-office that these entries were properly made according to instructions from the General Land-Office.

T. B. WALKER.

See T. B. Walker, recalled, on page 48.

My name is Levi Butler; aged fifty-four years; reside in Minneapolis; am a lumberman. I am interested with T. B. Walker in about 4,560 acres of land located under certificates issued to Chippewa half-breeds of Lake Superior. In most instances Mr. Walker has purchased this scrip, (so called.) In a few instances we have purchased together. These purchases have been made during the last five years. My impression is that we purchased about forty pieces at nearly one time about four years ago.

Question. Had you any knowledge or information as to the quantity or amount of these certificates that had been issued or were in the market at the time of your purchase?—Answer. Have no recollection that I had any knowledge of the amount of scrip issued. May have heard it stated at some time, but have no recollection of the amount.

Q. Would the value of the scrip depend in any degree upon the quantity that had been issued?—A. It certainly would.

Q. Would you not, then, before making any considerable purchase, make inquiry as to the amount issued or authorized to be issued?—A.

I have been governed in my purchases of scrip more particularly by the estimate of the value of the land to be entered from time to time. At some times parties have presented me with selections of land which I did not consider worth as much as the scrip was worth at the time in the market.

Q. In buying these certificates, whatever might be your opinion of the value of the lands parties have claimed to have selected, you would not be likely to give more for the certificates than their actual value; would you not, therefore, be likely to inquire as to the amount of scrip likely to be issued?—A. I have always been governed to some extent by the value of these certificates in the market.

Q. Did you not endeavor to keep yourself posted as to the amount of certificates issued, or authorized to be issued?—A. Not particularly with reference to making my own purchases.

Q. If under the treaty ten thousand pieces or certificates were authorized to be issued, would they not be less valuable than if only one thousand pieces were authorized to be issued?—A. They would.

Q. If, therefore, you were dealing in these certificates how could it be that you would not not try to ascertain how many certificates were authorized to be issued in order to ascertain how much they would be worth?—A. I never have attempted to deal in these certificates as a speculation; have only purchased to secure lands, and have only been governed in the price paid by the value of the land to be secured.

Q. What class of persons did you understand were entitled to these certificates?—A. The Chippewa half-breeds.

Q. How did you understand that?—A. By reading the act. I think I have read the act or treaty.

Q. Was it not stated in the treaty that you read that it was the Chippewa half-breeds of Lake Superior?—A. I cannot state. I have read statements in the newspapers; may have read the original treaty, but not certain.

Q. Did you ever hear any estimates made at or before the time of these purchases as to the probable number of Chippewas entitled to these certificates?—A. I have probably heard estimates, but cannot recollect or say definitely what they were.

Q. Who principally had these certificates for sale at the time of these purchases?—A. My opinion is that H. T. Wells has had more than any other one man, but they have been for sale by several different parties.

Q. Had you at or before the time of your purchases heard any reports as to how Mr. Wells got these certificates?—A. Mr. Wells has told me once or twice that he has bought of Thompson & Bro., of Saint Paul, and I think he has mentioned Mr. W. S. Chapman. I think he has mentioned other parties, but I do not recollect now.

Q. Have you heard any reports that were unfavorable to the character of the certificates held by Mr. Wells?—A. Never, until lately—never heard anything up to the time of making purchases.

Q. Did it ever occur to you before you completed your purchases that the amount of these certificates issued might be too large?—A. I had no reason definitely to suspect so.

Q. How much did you regard these lands as worth when you made the location?—A. I regarded them worth what I paid for the certificate and exploration of location. I paid for the certificates from \$2.50 to \$4.50 per acre, and the cost of exploration and location about \$1 per acre. All the certificates, except what we had of J. R. Wilson, cost from \$4 to \$4.50 per acre—most of it \$4.50 per acre.

Q. Was it located on surveyed or unsurveyed lands?—A. I think the

most of it was located on unsurveyed lands. The object of buying the certificates was because it was understood to give that privilege.

Q. Had you at or before your purchases heard that the Commissioner of Indian Affairs was interested in this scrip or the location?—A. Have no recollection that I ever heard of that.

Q. Can you give the names of the parties from whom your certificates were purchased?—A. Mostly from Mr. Wells; some from R. I. Mendenhall. My recollection is that the forty pieces referred to were purchased of Mr. Wells. I think we have purchased some of Thompson & Bro., of Saint Paul.

Q. Can you give the names of the parties who originally procured or made application for the certificate under which you claim?—A. I cannot do that without referring to the papers.

Q. In buying this scrip did it make any difference to you to whom the scrip was supposed to belong originally, or by whom it was procured at Washington?—A. I have not made any point on that, but relied upon the character of the man of whom I purchased. It has not occurred to me to inquire whether the half-breed was from Lake Superior, or Saint Paul, or Pembina.

By E. P. S.:

I purchased of J. P. Wilson eleven entries under personal application of half-breed at Saint Cloud. I paid Wilson \$2.50 per acre. This was because it was represented to me that the land was not worth more than \$3.50 per acre, and Mr. Wilson was in need of money. I understand that these entries purchased of Wilson were made upon the personal application of the half-breeds at the land-office at Saint Cloud. Wilson did not state to me the nature of the title, but said the title would be good. My recollection is that he was to give us a perfect title from the half-breed. There was an agreement made to perfect the title, and signed by Mr. Wilson before the money was paid. This purchase was made within the past two years.

I may have heard that there was fraudulent scrip in the market, but I aimed to purchase only from parties in whom I had confidence would give me what they represented.

If I had known the amount of scrip authorized to be issued I had no means of knowing the amount which had been actually located.

LEVI BUTLER.

Also, W. W. HALE, being by me first duly sworn, as hereinafter certified, deposes and says, that my name is W. W. Hale; aged thirty-one years; am a lumberman; I reside at Manomin, Anoka County, Minnesota. I claim an interest in one hundred and sixty acres of land located under Chippewa half-breed scrip, or certificate of Lake Superior. These certificates are issued to No. 8, H. H. Beaulien, and the other is No. 209, issued to Mary Isbister, living at Saint Cloud. I give these names and numbers from memory, not having the papers present. I bought both pieces from H. T. Wells, through T. B. Walker, about February or March, 1871. I paid \$4.50 per acre. The land has not yet been surveyed, and I can only approximate its value. It cannot exceed, in my opinion, \$6.50 per acre. The expenses of exploration and location of the land is about \$1.00 per acre.

Q. Did you deal in any of these certificates except the two pieces referred to above?—A. I never have.

Q. Had you at the time of making these purchases any reason to suspect that the certificates were fraudulent?—A. No, sir, I had not.

W. W. HALE.

STATE OF MINNESOTA,

County of Hennepin, ss :

S. A. HARRIS, being duly sworn, deposes and says, that he obtained for a valuable consideration the following described certificates of half-breed Chippewa scrip: No. 231 C, issued to Justine Johnson; No. 43 C, issued to William Piquette; No. 13 C, issued to Genevieve McDonald, at the same time, for the same price, and of the same person, as three other certificates located, concerning which testimony has been given by him before the Government commission now sitting in Minneapolis, Minnesota; that the three certificates herein described are unlocated, and that he is the owner and holder of the same.

S. A. HARRIS.

Subscribed and sworn to before me this 20th day of August, A. D. 1872.

[SEAL.]

E. S. JONES, *Notary Public,*
Hennepin County, Minn.

S. A. HARRIS, being by me first duly sworn, as hereinafter certified, deposes as follows, to wit:

My name is S. A. Harris; aged 24 years. I reside in Minneapolis; am banker. I came to be the owner of three located certificates of the Chippewa half-breeds of Lake Superior, numbered, respectively, 5, 79, and 293, letter C. The last number, 293, is in the name of Margaret Corbin. Number 5 is in the name of Catharine Ela; number 79, Bte. Boudrie; number 79 located on W. $\frac{1}{2}$ S.W. $\frac{1}{4}$, section 32, T. 43, R. 23; number 5 located on N. W. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ and N. E. $\frac{1}{4}$ of S. W. $\frac{1}{4}$, section 8, T. 56, R. 25; number 293 located on E. $\frac{1}{2}$ S. E. $\frac{1}{4}$ section 4, T. 56, R. 25. This scrip was purchased about February, of 1869, of George Harris, then of Minneapolis, now of San Francisco, Cal. I never saw the land, and all I know of them is what I have heard of other parties. The scrip cost me \$4.50 per acre, and about \$1 per acre to locate. I think the locations were made in the spring and fall of 1870, and supposed the lands, on an average, were worth the cost of scrip and locating the same.

Q. Had you any knowledge or suspicion at the time you made these purchases that there was anything wrong or fraudulent about these certificates?—A. No, sir. I never had. I knew nothing about them, and purchased as I would a land warrant. George Harris, of whom I purchased the scrip, was a retail lumber-dealer, and was not a dealer in these certificates. These certificates were the only ones he ever purchased, as he told me. He is now employed in the office of William S. Chapman, of San Francisco, but was in no way connected in business with said Chapman at the time I purchased this scrip or certificate, nor had he been for at least four or five years previous to that time.

S. A. HARRIS.

Also GEORGE B. WRIGHT deposes as follows, to wit:

My name is George B. Wright, of Minneapolis. My age is thirty-seven years. Occupation is a land-surveyor. I claim to be the owner, with William Windom and Suviah T. Davison, of lands located under certificate number 204, issued to _____, and located in W. $\frac{1}{2}$ S. W. $\frac{1}{4}$ section, T. 137, R. 38, in Minnesota; and number 160, issued to _____, located on S. $\frac{1}{2}$ S. W. $\frac{1}{4}$ section 15, T. 137, R. 38, in Minnesota.

By T. C. I.:

Q. When and of whom did you purchase these certificates?—

A. I had been engaged in surveying land as a Government surveyor, and found some pine-lands. I gave the notes of them to C. D. Davison, at that time surveyor-general, which notes of land were to be used for the mutual benefit of Mr. Davison and myself. Mr. Davison located the lands with the above-named Chippewa certificates or scrip, for the purchase of which Mr. Windom furnished the money, the agreement being that Mr. Windom should have a $\frac{3}{4}$ interest, and Mr. Davison and myself should have a $\frac{1}{4}$ interest in the land.

By CHAIRMAN:

Q. Where, when, and by whom was the arrangement made with Windom?—A. It was made by Mr. Davison some time during the winter of A. D. 1869 and 1870. My understanding from Mr. Windom is, that the certificates cost \$5 per acre. I should judge the lands to be worth \$5 to \$6 per acre. They were rather inferior lands for pine-lands. I also represent, as agent for the Lake Superior and Puget Sound Company, who claim to own the following lands located by Chippewa half-breed scrip of Lake Superior, as numbered and set forth in schedule marked B, and hereunto attached.

Q. State what you know in reference to the purchase and location of the lands described in this list.—A. The scrip or certificates were purchased, I think, in August, 1870, by C. D. Davison, then of Minneapolis, for Thomas H. Canfield, now president of the Lake Superior and Puget Sound Company. The price paid I understood to be \$3.50 per acre. I think it was purchased of Henry T. Wells, and it was from him that I learned the price. It was located on lands in Cass County, near the line of the North Pacific Railroad. Mr. Canfield paid \$5,000 to remove conflicting claimants from the land that these were located on. These claims were by squatters on the land. The locations were made by C. D. Davison in September, 1870.

Q. Have you a knowledge of the quality and value of these lands? and if so, state what in your judgment they were worth at the time of the location.—A. I have seen some portion of these lands, but not all. I think they were worth about \$5 per acre. The expense of selecting and locating the land would be about \$1 per acre. I became agent for this company on the first of October, 1870; engaged by the company at a salary. My duties have been purchasing and taking care of lands, paying taxes, and keeping the records of the company.

Q. Had you anything to do in making the selections of lands mentioned in the above list?—A. I had not.

Q. Had you made any report of the character of these lands to Davison before these entries were made?—A. I had not. I never dealt in the certificates; never bought or sold any of them.

Q. Who are the members of the L. S. & P. S. Co.?—A. It is a stock company and really I do not know any but the officers of the company; they are, Thomas H. Canfield, president; Frederick Billings, vice-president; Samuel Wilkerson, secretary; Calvin Goddard, treasurer; general office 120 Broadway, New York City.

List of Chippewa half-breed scrip.

No. 204. Josette Henrie or Antonio Henrie, W. $\frac{1}{2}$ S. W. $\frac{1}{4}$ sec. 10, township 137, range 38.

No. 160. Mary Dennet or Andrew Dennett, S. $\frac{1}{2}$ S. W., $\frac{1}{4}$ sec. 15, township 137, range 38.

Lands purchased by William Windom, $\frac{3}{4}$; Suviah T. Davison, $\frac{1}{8}$; Geo. B. Wright, $\frac{1}{8}$.

SCHEDULE B.

List of Chippewa scrip.

No.	Name.	Subdivisions.	Sec.	Town-ship.	Range.
116	Leticia Anderson	W. $\frac{1}{2}$ of N. E. $\frac{1}{4}$...	8	133	28
117	Henry Anderson	W. $\frac{1}{2}$ of N. E. $\frac{1}{4}$...	5	"	"
128	Josette Bellehemeur	W. $\frac{1}{2}$ of S. W. $\frac{1}{4}$...	4	"	"
151	Louise Caplet	W. $\frac{1}{2}$ of S. W. $\frac{1}{4}$...	9	"	"
166	Margaret Desjarlin	E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$...	4	"	"
181	Baptiste Faustneuf	W. $\frac{1}{2}$ of S. E. $\frac{1}{4}$...	5	"	"
188	Margaret Flemand	E. $\frac{1}{2}$ of S. E. $\frac{1}{4}$...	8	"	"
199	Elizabeth Halcrow	Frac. of S. E. $\frac{1}{4}$...	9	"	"
200	Elizabeth Howse	E. $\frac{1}{2}$ of S. E. $\frac{1}{4}$...	5	"	"
206	Charlotte Hodgson	W. $\frac{1}{2}$ of S. W. $\frac{1}{4}$...	9	"	"
212	Mary Johnson	E. $\frac{1}{2}$ of N. E. $\frac{1}{4}$...	8	"	"
239	John D. McKay	E. $\frac{1}{2}$ of N. W. $\frac{1}{4}$...	9	"	"
245	Mary Monkman	W. $\frac{1}{2}$ of S. E. $\frac{1}{4}$...	8	"	"
253	Maria Xavier?	W. $\frac{1}{2}$ of N. W. $\frac{1}{4}$...	4	"	"
277	Charlotte Richard	E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$...	9	"	"
280	Louise Shaboyer	Frac. of N. E. $\frac{1}{4}$...	9	"	"
286	James Sinclair	E. $\frac{1}{2}$ of N. W. $\frac{1}{4}$...	4	"	"
300	Ellen Tibauet	W. $\frac{1}{2}$ of N. W. $\frac{1}{4}$...	9	"	"

The above owned by the Lake Superior and Puget Sound Company, a corporation authorized to transact business in the State of Minnesota, and of which Thos. H. Banfield, of Burlington, Vt., is president.

GEORGE B. WRIGHT,

Agent, Minneapolis, Minn.

C. D. Davison died at Otter Tail in this State in December, 1870.

GEORGE B. WRIGHT.

William W. Eastman, of Minneapolis, being by me first duly sworn, deposes as follows, to wit:

My name is William W. Eastman, and reside in Minneapolis; am 45 years of age; am in the lumber business. I am a member of the firm of Eastman, Bovey & Co., who claim to have made locations of lands upon certificates issued to Chippewa half-breeds of Lake Superior, as follows, to wit:

No. 229. Julia La Deroot... S. $\frac{1}{2}$ S. W. $\frac{1}{4}$, Sec. 35, township 53, range 25.
 No. 278. Rosalie Richard... S. $\frac{1}{2}$ N. W. $\frac{1}{4}$, Sec. 2, township 52, range 25.
 No. 282. Mary Smith... S. $\frac{1}{2}$ N. E. $\frac{1}{4}$, Sec. 3, township 52, range 25.
 No. 224. Marie Lerance... S. $\frac{1}{2}$ S. E. $\frac{1}{4}$, Sec. 34, township 53, range 25.
 No. 161. Baptiste Dejarlin. Lots 1, 2, and 3, Sec. 3, township 52, range 25.
 No. 295. Maria Slater... Lots 2, 3, and 4, Sec. 2, township 52, range 25.
 No. 185. Francois Filler... N. $\frac{1}{2}$ N. E. $\frac{1}{4}$, Sec. 25, township 53, range 25.
 No. 297. Wm. Slater, S. W. $\frac{1}{4}$ N. E. $\frac{1}{4}$, and } Sec. 25, township 53, range 25.
 N. W. $\frac{1}{4}$ S. E. $\frac{1}{4}$, }

Q. State when, and under what circumstances, these certificates were purchased.—A. They were purchased in February or March, 1871, of H. T. Wells, of Minneapolis. The business was transacted by me. The price paid was \$4.25 per acre.

Q. What, in your judgment, was the land worth at the time you purchased these certificates?—A. All I know about it is from the price I paid for the certificates.

Q. At, or before, the time of the purchase had you any knowledge or information as to the amount of these certificates that was authorized to be issued?—A. No, sir; I had no knowledge of anything about it; I was told by Mr. Wells that the scrip was good and prepared ready to locate.

Q. Did Mr. Wells tell you where or how he got these certificates?—A. No, sir; he did not tell me, nor did I ask him.

Q. Did not you know, from reports, that Mr. Wells had a very large amount of these certificates, before or at the time you purchased?—A. No, sir; I did not know that he had a large amount, or that there was any such thing until I was requested to buy it. I had known that there was half-breed Chippewa scrip, but I have understood that this was a different sort of scrip, or a new issue.

Q. Had you, at or before the time of the purchase, any knowledge or information as to the amount of Chippewa half-breed certificates authorized to be issued?—A. No, sir; I never had any knowledge of that kind.

Q. At or previous to the time of the purchase had you any information, or had you heard any reports that there had been any fraudulent or over issue of certificates?—A. No, sir; I never heard anything about it before that time. Have heard of it since. This is the only purchase of these certificates I ever made.

WILLIAM W. EASTMAN.

John De Laittre, of Minneapolis: My age is forty years; am a manufacturer of lumber. I am a member of the firm of Eastman, Bovey & Co., and as such am interested in certificates of half-breed Chippewas of Lake Superior, and lands located under them, as described in the list referred to in the testimony of William W. Eastman. The locations were made before the middle of February, 1871, by myself, for our firm. They were located on a small stream called "Spit Hand," in the county of Cass, Minnesota. When we located the scrip we estimated the land worth \$5 per acre. The expenses attending the location of the land was 75 cents per acre. I have but very little experience in it.

Q. State all you know by reports or otherwise in regard to the character of these certificates at the time you made the purchase?—A. All I knew was I supposed them to be good. Up to that time all I heard was that Chippewa half-breed scrip was good. This is all I ever owned.

JNO. DE LAITTRE.

No. 4.

DORILUS MORRISON, of Minneapolis, being first by me duly affirmed, deposes as follows:

I reside in Minneapolis; am 54 years of age; my occupation has been lumbering and manufacturing; I own about 4,000 acres of land located upon certificates of Chippewas of mixed blood of Lake Superior, numbered and described schedule and hereto attached. I am sole owner of these lands; some of the certificates upon which these lands were entered I purchased of H. T. Wells, Peter Roy, and various other parties. Have been in habit of purchasing scrip of Messrs. Thompson Brothers, Saint Paul, and presume some of this was purchased of them.

Question. Can you state at what price the scrip used in the location of these lands was purchased?—Answer. From \$3 to \$4 per acre. I

paid Mr. Wells at \$3 per acre, and also Mr. Roy, I paid \$3 for. I also purchased some scrip of William Gascelon; I gave Mr. Gascelon \$4 per acre for 1,000 acres, January 3, 1867.

Q. Where were these lands located; in what county?—A. I suppose them to be in Cass County, and upon Mississippi and its tributaries. I have seen some of them in person.

Q. What was the quality of the lands that you saw?—A. I should say the lands were of poor quality, and the timber fair average quality for timber-lands in that vicinity.

Q. Do you know of any sales of such lands within the past year?—A. I do not.

In addition to the above, I also claim in common with Wm. Windom, Wm. S. King, and C. D. Davison, (the latter now deceased,) an interest in about 4,000 acres of land as described and set forth in schedule , marked , hereto attached.)

Q. Of whom and when did you purchase the certificates upon which these locations were made?—A. I cannot state, but probably from same party mentioned above. The same answer given above as to price will apply to these. The certificates were purchased prior to April, 1870, when the locations were made. It is possible that some of the certificates were furnished by some of the other parties interested with me. I have been in the habit of purchasing this scrip for the last dozen years more or less, but always to enter lands with. Don't think I ever sold a piece of scrip.

Q. Who selected these locations?—A. Mr. E. S. Hall, Mr. O. E. Gorison and Wm. H. Townsend; perhaps others—Wm. Barrows. Mr. Townsend has selected more than any other one.

Q. Do you regard these lands as first-class timber lands?—A. Could not say first-class, but as good average pine-lands for this country. No timber has been cut on any of our lands above mentioned that I am aware of.

Q. State the interest each of the parties have in the lands last described?—A. My interest is one-fourth, and my impression is that the other parties each had a one-fourth interest.

Q. When was your attention first called to this scrip, and by whom?—A. I cannot give the exact time; I should say from twelve to fifteen years ago, more or less.

Q. Do you remember the amount of your first purchase and of whom it was made?—A. I do not remember.

Q. Do you remember what inquiry you made in regard to its character before making any purchase?—A. I do not.

Q. Do you mean to say that you invested in these certificates without making any inquiry?—A. No, sir; I don't know whether I made any inquiry or not.

Q. If you have any impression or recollection on the subject you will save time by telling just what that recollection is.—A. I have no particular recollection in regard to it.

Q. Whether your recollection is particular or general, we shall be obliged to you for giving us what it is.—A. I have neither general nor particular recollection in regard to it; I bought it as an article of merchandise.

Q. Have all your business transactions of the last twelve years passed out of your mind as this answer would indicate these transactions have?—A. No, sir.

Q. Did you ever have any conversation in reference to the character of these certificates with Senator Rice?—A. I have no recollection at

this moment that I have. It is very possible I may have had; no specific recollection. You may add that I have, at this moment, no recollection.

Q. Were you acquainted with Mr. Wm. P. Dole?—A. No, sir. I may have met, but have no acquaintance; don't know that I have met him.

Q. Did you ever read the treaty under which these certificates were issued, or that portion of it relating to the lands to which the Chippewa half-breeds were entitled?—A. I do not know that I ever did; yet I may have done so. I have not the least recollection.

Q. What is your best impression as to whether you ever did or not?—A. My best impression is that I have not the least recollection of ever referring to it.

Q. Would the value of these certificates depend, in any degree, upon the quantity that was authorized to be issued?—A. I can only give you my opinion in regard to it, if that is what you ask. My opinion is that it would have something to do with the value.

Q. You being a large purchaser then, I suppose you made inquiry in regard to the amount authorized to be issued?—A. In the first place I do not think I have been a large purchaser; and, in the second place, I am not aware that I ever asked as to the quantity issued or that I ever knew the quantity issued.

Q. Did you have any knowledge or information as to who were entitled to these certificates?—A. I supposed the half-breeds to whom they were issued were entitled to the certificates.

Q. What description of half-breeds did you understand were entitled to these certificates?—A. I have no knowledge except as I have seen the name and scrip that was issued.

Q. Did the certificates that were issued state that the persons to whom they were issued was a half-breed; and, if so, what sort of a half-breed?—A. I can better answer that by referring to a certificate which I have here. I do not know any difference in Chippewa half-breeds.

Q. Did you ever learn or did you ever inquire what number of half-breeds were entitled to these certificates?—A. I do not think so; am not aware that I ever made the inquiry or that I ever knew from any source.

Q. Did you know, by information or otherwise, that the issuing of this scrip was suspended at any time, and afterward, by new construction given to the terms of the treaty, there was a new issue?—A. I have no recollection of it.

Q. This certificate that you have referred to contains the clause of the treaty describing what class of persons was entitled to lands under the treaty referred to. Do you mean to say that you had not read or that you were not perfectly familiar with that portion of this certificate?—A. I do not mean to say that I have not read it, but that I am not perfectly familiar with it.

Q. This certificate also gives the date of the treaty securing to each head of a family of mixed blood over twenty-one years of age, eighty acres of land, as being September 30, 1854. Did it never occur to you as remarkable that the claims of these persons had not been satisfied before the dates of your purchase?—A. No, sir.

Q. Did you ever hear of any change or changes in the construction of this clause of the treaty by the Department at Washington at any time; and if so, when?—A. I have no recollection of hearing of any change.

Q. According to the best of your recollection, when did you first know or hear of the existence of certificates of this character?—A. I should say fifteen years, more or less.

Q. Where were you living in September, 1854?—A. Bangor, Maine.

Q. When did you move to Minnesota?—A. November, 1854. I spent some part of the years 1853 and 1854 in this State and Wisconsin. My family came to Saint Paul in November, 1854.

Q. Where have you resided since?—A. Since the spring or summer of 1855, I have resided within what is now the corporate limits of the city of Minneapolis.

Q. Can you state whether, within the years 1855, '56, or '57, you learned, by report or otherwise, of Chippewa half-breeds of Lake Superior being entitled to certificates of this character, or to land as therein specified?—A. I have no specific or general knowledge about it, and yet it is very likely that I heard of this scrip during these years.

Q. Previous to the year 1860, what business were you engaged in?—A. I commenced to manufacture lumber in Saint Anthony in the spring of 1855, and continued in these mills until September, 1857. During the following three years I was engaged in cutting logs and manufacturing lumber, and continued in this business until the spring of 1868.

Q. What part of the State did the logs come from which you were manufacturing into lumber?—A. Mainly from Ram River and vicinity.

Q. Is this business carried on by you, or by anybody in your interest, at the present time?—A. I have turned the business over to my boys, and they are carrying it on in their own name and for their own benefit.

Q. Up to 1865, what other business, if any, were you engaged in?—A. I was merchandising in a store in Saint Anthony from about 1856 to 1859 or 1860.

Q. Did you, during that period, have any trade with the chiefs, Indians, or half-breeds of Lake Superior?—A. I do not know that I had, but was often in the store, and Indians may have come in to make some purchases.

Q. It is provided in these certificates that they are not assignable, and that the Government will not recognize any sale or transfer, or pledge of the same, or any right accruing under it, and that the object of the certificate is to identify the person as one of those entitled to the benefit of the 7th clause, the 2d article of the treaty. In view of this, how did you expect to make the certificate available to you as a purchaser?—A. By accompanying with the certificate the power-of-attorney from the party to whom the certificate was issued.

Q. Why did you expect that that would accomplish the purpose?—A. Because I understood the Department had received it as a rule in practice accompanying this scrip.

Q. How, and from whom, did you understand that?—A. It was a general impression; I can't say from whom I received it.

Q. At, or previous to March, 1871, had you any knowledge, or any opinion as to the amounts of these certificates that had been issued or purchased?—A. I do not know that I had any knowledge upon the subject. I have no recollection that this question came to my mind at all as a matter of inquiry.

Q. I supposed that you invested in these certificates for the purpose of locating them on pine-lands, and supposed that they gave you the right to make the locations in advance of the survey?—A. They were purchased with that idea that they could be located upon pine-lands, that were not yet surveyed, if desired.

Q. In considering the value of these certificates and of your purchases, did you never inquire or did you never think in your own mind how many other persons were entitled to locate in advance of the survey as well as yourself?—A. Of course I knew that other parties had the same right to locate with scrip that I had. But I had no knowledge

as to exact numbers. I knew or supposed I knew within a certain range, for instance, that there could not be ten million acres purchased in this way.

Q. Did you not know or believe from rumor, at or before March, 1871, that the great majority of these certificates were in the hands of a very few persons?—A. I think it was understood that they were in the hands of comparatively few.

Q. Was it not also understood that the purchases during the whole period had been limited to comparatively few individuals?—A. Not so few as since March, 1871.

Q. Did you know previous to that time of purchases being made by any parties, except by persons engaged in lumber about Minneapolis or Saint Paul?—A. Yes, sir; I knew from what others said, that they had purchased from Thompsons, bankers, in Saint Paul, and from other persons who were dealing in the scrip and were not engaged in lumbering. I have myself purchased from the Thompsons and from others who were not in the lumber trade. Previous to 1870, these certificates were an article of merchandise, and have been more or less since.

Q. Do you know of their being purchased with a view to be located or used by any parties at any time, except by persons interested in lumber about Saint Paul or Minneapolis?—A. I have heard that purchases have been made for other purposes than that of lumbering.

Q. Will you state whether the gentlemen interested with you in certificates and lands located under them, as you have stated above became so interested at your solicitation?—A. I presume they did or some of them, as I made the suggestion to Mr. Windom and also to Mr. King.

Q. Do you remember what reason you mentioned to them, if any, why you supposed the investment would be a good one?—A. I do not.

Q. Can you give the substance of the conversation you had with them about it?—A. I cannot.

Q. How is it that you remember that they became interested upon your solicitation or suggestion, if you don't remember anything or the substance of anything that was said by you or by them?—A. I suppose I have a general idea of the reasons I gave them at the time, that there was money in the lands, but as to the specific words which I used, I cannot tell.

Q. You will observe that I don't ask for specific words, but distinctly whether you have any recollection of the substance of what was said?—A. My recollection would be, that I said to those gentlemen, there is some lands to enter, I think there is some money in them. That is the substance. I probably conveyed the idea to them that the lands were worth more than the money it would cost to enter them. I cannot tell when this was without reference to papers in my office, but I think it was in the summer of 1870.

Q. Have you any recollection as to the substance of what either of those gentlemen said in reference to those certificates, or whether they said anything as to their character or value?—A. I have not any recollection.

Q. Do you remember of ever having any conversation with either of those gentlemen before March, 1871, with reference to the character or value of those certificates?—A. No, sir.

Q. What is your best recollection as to whether you *ever* had such conversation or not?—A. Do not think I *ever* had any.

Q. What reason had you for suggesting to your associates to join you in this speculation?—A. I suppose I had not sufficient money at that time which I cared to invest.

Q. What difference did it make whether you should have one thousand acres in your own right, or a one-fourth interest in four thousand acres?—A. So far as the profits would be concerned, it would not make any difference that I am aware of.

Q. Then what was the advantage of a joint interest, then?—A. I very often do things for my friends that I should not for my enemies.

Q. Was the fact that Mr. Davison was the surveyor-general of Minnesota a reason why you desired he should be associated with you?—A. I have not at any time said that I desired him to be associated with me, and do not think I ever made the request of him to be associated with me.

Q. Do you mean to say that he became associated with you without your desiring it?—A. I do mean to say so.

Q. How could a man become associated with you without your desiring it?—A. I understood you to ask whether I solicited it.

Q. Was not the fact that Mr. Davison was surveyor the reason why he was taken into the speculation?—A. I think the knowledge he had in pine-lands was the reason. The fact that he was surveyor was not the reason.

Q. Are you willing to swear that the fact that he was surveyor-general for the State of Minnesota, at that time, had no influence upon your mind in consenting that he should become interested in the speculation?—A. I think I have answered that in the former questions.

Q. You have stated, in answer to the former question, that the fact of his being surveyor-general was not the reason, but the knowledge he had in pine-lands was the reason. My question now is, whether you are willing to swear that the fact that he was surveyor-general of Minnesota had no influence upon your mind in allowing him to be connected in the speculation?—A. The fact of his being surveyor-general had nothing to do with it, but the fact of his knowledge in pine-lands had something to do with it, or would be likely to have something to do with it.

Q. Don't you know that though he was surveyor-general, that he made no survey himself, of any of the lands that you would be likely to enter?—A. I do not, but presume he made no surveys in person.

Q. How did you know that he had any knowledge of the character of the lands you desired to enter?—A. I presume he told me so; besides, knowing that he was in a position to have knowledge that I had not.

Q. Did not it occur to you at the time that there was a manifest impropriety in a surveyor-general being interested in such a speculation?—A. Not for one moment.

Q. Did the official position of either of the other gentlemen have any influence upon your mind in desiring a connection with them in this speculation?—A. Not for one moment. Mr. Windom was not then holding any official position.

Q. Have you any recollection of purchasing any of the scrip that was called the "Gilbert scrip"?—A. Have not; and never heard of any distinction until I was in Washington last winter.

By D. KING:

Q. Has there been any increase in the value of pine-lands since 1855?—A. In my opinion, very large increase.

Q. Have you any further statement which you desire to make in reference to this matter under ?—A. I ask permission to lay before the commission a statement which will, in a concise and connected way, show my connection with transactions in these certificates. I desire also to add now, that I purchased these certificates in entire good faith, and that I have given as full answers to your questions as

my recollections would enable me; my business during the time covered by your examination being very large, so that I could not remember all details, this being a very small matter in connection with my general business.

D. MORRISON.

No. 5.

HENRY T. WELLS, of Minneapolis, being by me first duly affirmed, deposes as follows, to wit:

I reside in Minneapolis; my age is fifty-one years; am a dealer in real estate. I claim to be interested in certificates issued to Chippewa half-breeds of Lake Superior, and lands located under them, as follows, as numbered and set forth in Schedule C, hereunto attached; the numbers in this list being the last series of scrip or certificates issued. There are nineteen pieces of which I am the owner.

Q. When, how, and of whom did you procure them?—A. I bought them prior to March, 1870. I cannot now tell of whom I bought these particular pieces. I have bought a good deal of this scrip, first and last. I think I bought most of these pieces of N. W. Kitson and P. Bottineau. I state generally, now, that all Chippewa scrip bought or claimed by me, except a few scattering pieces, I bought in Saint Paul, of Horace Thompson, John S. Prince, N. W. Kitson, and Isaac Van Ettan. I purchased them with money.

Q. Have you no memorandum or entries that will show from whom, when, and at what price you purchased all your scrip?—A. I think I have a memorandum of the time. I think the average price of all the Chippewa scrip I have purchased has been about \$2 per acre. For some I have paid \$2.50 and \$3, and some upward of \$3 per acre. I have bought some as low as \$1 and \$1.20 per acre.

Q. Have not you a memoranda that will show the price and date and quantity purchased from each individual?—A. I don't think I have of all the purchases.

Q. Have you not a memorandum that will show these particulars of most of the purchases you have made?—A. I cannot tell without looking.

Q. Can you give the date of the first considerable purchase you made?—A. I cannot without examination.

Q. Can you give the year?—A. In 1866 or 1867, to the best of my recollection. It was made of Horace Thompson, president of First National Bank of Saint Paul.

Q. Did you know from whom he procured it?—A. I did not.

Q. What inquiry, if any, did you make in regard to the character of these certificates, and the authority under which they were issued?—A. I made no inquiry at the time. I saw on the face of the certificates that they were issued by the United States.

Q. Can you give any estimate of the number of these certificates that you have purchased altogether?—A. I purchased on my own account, and on joint account with others, as many as 360.

Q. You say you saw on the face of the certificates that they were issued by the United States. Did you not also see that they were not assignable, and the patent could only be issued to the person named in the certificate, or his heirs?—A. I did.

Q. How did you expect to make them available to you?—A. Each certificate was accompanied with a power of attorney to locate, and a power to sell after location. By virtue of these powers I expected or

intended that I, or the person who might buy them of me, should locate the scrip and then perfect title to the land.

Q. Did you not know that the validity of your title must, in any case, depend upon the question whether the person named in the certificate had really signed the power of attorney, or attempted to make a transfer or authorize one?—A. I did; and it depended further upon whether the person named would make further assurance of title, if required.

Q. Were the persons named in the powers of attorney attached to the certificates you purchased as attorneys to make conveyances and locations known to you?—A. The powers of attorney were executed in blank usually. In some cases the names of the attorney were written in, and in such cases the name of the attorney was usually known to me.

Q. Did you suppose that the power of attorney, where the attorney in fact was not named in the instrument, was valid?—A. I supposed that the power to locate was sufficiently valid for the purpose of location.

Q. Did you suppose that a power of attorney, executed under seal and the name of the person constituted as attorney left blank, that any one could fill such blank except the one who signed the power of attorney?—A. I did, under certain circumstances; that is to say, if the person who signed the power authorized the person to whom he delivered it, to fill in the name of the attorney, I supposed such authority was given, (and so informed,) expressly or implied, by all the scribees who executed these powers of attorney.

Q. Then you supposed that the validity of these papers would be affected by the good or bad faith with which they were procured?—A. Somewhat, but not wholly.

Q. Then how do you account for the fact, as you stated above, that you made no inquiry when you purchased the certificates?—A. I understood the question to refer to the character of the scrip. As to the character of the powers, I made examination to see that they were properly witnessed, signed, and acknowledged, and in cases where I did not know the notary public witnesses, I usually asked the question of the seller, if he knew the powers were all right, and what they purported to be.

Q. Have you any recollection as to where these powers of attorney purported to be executed, and before what persons?—A. I have. Before P. Hefferman, N. P., Saint Paul, Charles Morgan, N. P., St. Paul, George W. Prescott, clerk United States court, Saint Paul, Robert Fairbanks, of Crow Wing, John Murray, jr., of Minneapolis, James Chapman, of Bayfield, Wisconsin, H. S. Donaldson, of Pembina County, Minnesota, Samuel Sloan, Saint Paul, — Folsome, of Taylor's Falls, and others that I do not recollect. All the above parties named were notaries public, except George W. Prescott. I should think more were acknowledged before H. S. Donaldson than any other one.

Q. Did you regard the value of the certificates as depending in any degree upon the amount authorized to be issued?—A. I did.

Q. What inquiry did you make as to the quantity authorized to be issued?—A. I inquired at different times and of different persons how many were likely to be issued.

Q. Can you state when and of whom you made such inquiry?—A. I can up to a certain date. The inquiries were made of persons most likely to be informed of the nature of the treaties and intentions of the Department. It occurred to my mind frequently when dealing in scrip to ask these questions.

Q. Did it not occur to you that it was important to refer to the treaty and the orders of the Department authorizing the issue of these certificates?—A. It did.

Q. Did you make such reference?—A. I did.

Q. Did you have a knowledge at or before the time of making these purchases of the place of residence of the class of persons entitled to these certificates?—A. I had a general knowledge, derived from report.

Q. Where did you suppose they resided?—A. In Northern Wisconsin and Northern Minnesota, near Lake Superior, near Saint Croix River, in Ramsey, Hennepin and Dakota Counties, along the Upper Mississippi and on the Red River of the North.

Q. What proportion of the papers attached to the certificates purchased by you, in your opinion, purported to be executed at Saint Paul?—A. Cannot tell, but not more than a fifth.

Q. Did you ever make any inquiry, and if so, when and of whom, as to how many Chippewa half-breeds of Lake Superior there were at the date of the treaty?—A. I don't know that I ever made the inquiry in that form. I have inquired what half-breeds and how many were supposed to be entitled to scrip under that treaty. I made this inquiry of persons supposed to be best informed on that subject, the old residents of Minnesota, and who were related by blood or connected in business with Chippewa bands and half-breeds. These were made about the time of purchasing different lots of scrip, and prior to purchasing any. The answers were, generally, that all the mixed-bloods of Chippewas, of both Lake Superior and Mississippi bands, who could trace their lineage to the Lake Superior bands, were entitled to scrip under the treaty, but that their number was differently stated at from 1,000 to 2,500, by different persons. As to who were entitled I inquired of Hon. H. M. Rice, who stated that all the mixed-bloods of Chippewas of Wisconsin and Minnesota.

Q. You have already stated that you referred to the treaty to determine the amount of certificates authorized to be issued. Do you remember that the persons entitled under the treaty were designated in the following language: "Each head of a family or single person over 21 years of age, at the present time, of the mixed-bloods belonging to the Chippewas of Lake Superior, shall be entitled to 80 acres of land, to be selected by them by patent in the usual form."—A. I do remember it.

Q. After reading that, I ask you if you had any doubt but the half-breed Chippewas belonging to Lake Superior only were entitled to the benefit of this clause of the treaty?—A. I had some doubt, and I inquired what construction the Government put upon that clause of the treaty, and was informed that the Department held that it applied to all related by blood to the Chippewas of Lake Superior.

Q. When and of whom did you inquire?—A. I inquired at various times since 1864, I think of Mr. Rice, Mr. Van Ettan, Mr. Kitson, and others—Mr. Oaks.

Q. Do you remember the form of these certificates, or have you any of them to which you can refer?—A. I have none here. I remember the form. (See page 5 and 9, letters, &c.)

"It is hereby expressly declared that any sale, transfer, mortgage, assignment, or pledge of this certificate, or of any right accruing under it, will not be recognized as valid by the United States, and that the patent for lands located by virtue thereof shall be issued directly to the above-named reserve, or his or her heirs, and shall in no wise inure to the benefit of any other person or persons, and that the object and purpose of this certificate is to identify the said above-named as one

of the persons entitled to the benefit of the provisions of the seventh clause of the second article of the treaty aforesaid.

"Given under my hand and seal of the Department of the Interior, this day and year above written.

(See page 5.)

"COMMISSION."

ANOTHER FORM.—(See page 9.)

"This certificate is not assignable, and it is expressly declared that any sale, transfer, mortgage, assignment, or pledge thereof, or of any right accruing under it, will not be recognized as valid by the United States, and the object of this certificate is to identify the said above-named as one of the persons entitled to the benefit of the provisions of the seventh clause of the second article of the treaty aforesaid. Given, &c."

Q. Did you not consider the attempt to authorize the transfer of the interest of the half-breeds in these lands, by power of attorney, as you have described, as an ingenious device to do the thing which the Department intended to prevent, as set forth in the certificates above quoted?—A. I did not.

Q. What did you suppose the Department meant by the expression used in the form that the patent should not *inure* to the benefit of any person but the half-breed or his family, mentioned in the certificate?—A. I did not suppose that we acquired any title to the land before the issuance of the patent, but that the land was located for, and that the patent was to be issued to, the half-breed, and, after that, we acquired title from the half-breed, by virtue of the contract to purchase, made before the issuance of the patent.

Q. Did you suppose that the half-breed could make any valid contract for the sale of land to which he had acquired no title, legal or equitable?—A. I did, in the same manner that I can contract to sell a piece of land in advance of becoming owner of it, and to which I have at the time no title whatever, and the contract being recorded will have the effect to pass the title whenever I am possessed of it.

Q. What, in your opinion, was the object of the Department in putting that restriction upon the power of the half-breed to alienate?—A. Do not know.

Q. Do you not know that the right of a person to a piece of unlocated land is worth less than the right to the same land after it is located and patented?—A. I do.

Q. Have you, then, any doubt but that the object of the Department in putting this restriction upon the right to alienate, was to save the half-breed from the loss that would be sustained by making a sale previous to the location and patent?—A. I have doubts, because I believe it was well known to the Department at the time the certificates were issued, that they were bought and sold in the market, and intended so to be bought and sold by the parties who received them, meaning the half-breeds and their agents.

Q. When you say Department, whom do you mean?—A. I mean the officers of the Department of the Interior.

Q. What do you suppose to be the object in putting this language in the certificates?—A. I do not know.

Q. Do you not believe that making transfers and sales before the issuing of the patent or locating the certificates operated injuriously to the half-breed?—A. I do not, if they received one dollar per acre, as was generally claimed.

Q. Have you any knowledge of a class of these certificates known as the Gilbert scrip?—A. I have seen one of them.

Q. Were you aware of such scrip having been issued previous to making your purchases?—A. I was not.

Q. When was the fact first brought to your knowledge that such scrip had been issued?—A. About the time of making my second purchase.

Q. Did you ever inquire as to the number of mixed-bloods belonging to the Chippewas of Lake Superior, being heads of families?—A. I did, as to how many mixed-bloods belonging to Lake Superior Chippewas were entitled to certificates. I cannot tell the time when the inquiry was made.

Q. What information did you get as to the number?—A. I could get no distinct information as to the number.

AUGUST 22.

By the CHAIRMAN:

Q. You have stated that about the time you commenced purchasing these certificates you referred to the treaty, &c., with a view to ascertaining the probable quantity that would be issued. This treaty was dated in 1854, and the persons entitled to lands under its provisions were then required to be 21 years old, or the heads of families. Did it not occur to you as something remarkable that their claims had not been satisfied long before the time you began to make purchases?—A. It did, and therefore I made the inquiries.

Q. Did you ascertain upon such inquiry that within one year after the date of the treaty a census had been taken under the direction of the agent of the Chippewas of Lake Superior of all the persons of mixed blood entitled to lands under the provisions of the treaty?—A. I did not, nor did I know anything about it until within one year past, except that I found in one list of scrip that I purchased one "Gilbert" certificate, the only one I knew anything about.

Q. Do you remember the date of that purchase?—A. In 1866 or 1867.

Q. What was the date of that certificate, and how did it differ so that you knew it as a "Gilbert" certificate?—A. I do not remember the date, but it was made to Mony Chickasaw and signed by "Gilbert," and was simply a certificate of identification. I think it was signed by Gilbert as agent.

Q. Did you know that Gilbert had been agent of Chippewas of Lake Superior, and, if so, when his term as agent terminated?—A. I did not know anything about it, except what appeared upon that certificate.

Q. Did you know anything at the time of purchasing these certificates by information or otherwise in regard to the means used to induce the half-breed Chippewas to apply for the certificate, and to execute the power of attorney?—A. Nothing whatever, except that I was informed by the sellers that they paid the half-breeds for them, and the amount alleged to have been paid was presented as a reason for demanding the prices acknowledged for the scrip.

Q. Did you have any connection by advancing money or otherwise with J. P. Wilson in procuring these certificates?—A. I did not, nor do I believe he solicited the issue of any of these certificates. I know it was a fact that he had nothing to do with soliciting the applications for the issuing of any of the certificates that have been issued.

Q. How do you know that?—A. I know it because he would have told me so if it had been so, knowing the fact that I had purchased these certificates.

Q. Did you know that Mr. Wilson was dealing in these certificates at or before the time that you were handling them?—A. I knew that he bought and sold a few of them, and located some of them.

Q. Had you advanced money to him to be used for that purpose?—A. None at all so far as I can remember.

Q. Were you familiar with the purchases that he was making?—A. Not familiar. I only knew of them in the general way of business.

Q. Did you know of a large purchase that he made of Commissioner Dole?—A. I was informed of a purchase which he made of Commissioner Dole, of about twenty-four pieces.

Q. Did you become interested in any of the pieces included in that purchase?—A. I did not, except that I sold the greater part of them for him.

Q. On what terms did you sell them?—A. As near as I can remember, I sold them at \$2.75 to \$3 per acre. I don't remember whether I took out a margin for myself as commission; think possibly I did take out 25 cents per acre.

Q. Did you suppose it was legal or honest, while being Commissioner of Indian Affairs, to be dealing in these certificates, *i.e.*, for Mr. Dole?—A. I did not know that he bought them of Dole until afterward.

Q. Did you become aware, and, if so, at what time, that Mr. Dole had commenced suit against Mr. Wilson to recover the price for which he sold these certificates?—A. I heard of the suit about the time it commenced.

Question. Was you also informed, and, if so, at what time, that Mr. Wilson in answer to that suit had set up as a defense that the certificates were void because the persons named therein as Chippewas of mixed blood did not belong to the Chippewas of Lake Superior?—A. I did not know anything about his answer, except he might or might not have mentioned that fact to me after he made it. I know *now* that he made it.

Q. Do you know when or where he got the information which led him to believe that his certificates were void?—Answer. I do not.

Q. You have sworn in a former answer that Mr. Wilson had nothing to do with procuring the applications for the issuing of any of these certificates, and that you knew that because if Mr. Wilson had been instrumental in procuring their issue he would have informed you. Is there any reason why he should have been more likely to give you this information than the information in regard to any other fact in relation to his dealing in these certificates?—Answer. He was more familiar with the fact that I was dealing in these certificates than I was with his other transaction in regard to scrip.

Q. Some of the certificates under which locations that you claim were made appear to have been issued to husband and wife, or at least to a man and woman of the same surname. Did you suppose a man and his wife could both be heads of a family, or that each would be entitled to lands under the treaty?—Answer. I don't remember having noticed such cases.

Question. In what county are these lands now claimed by you located?—A. I think all in Cass County. I have never seen the lands.

Q. By whom were these locations made or the lands selected?—A. The explorations and selections were made by Mr. E. S. Hall. I requested J. P. Wilson to employ a person to explore and select and attend to the location, and E. S. Hall was the person employed.

Q. Did the half-breed whose name is mentioned in the certificate have anything to do, so far as you know, in making the selections or the locations?—A. Nothing except by his attorney.

Q. The person named as the locator of the first piece mentioned in

your list is Edward S. Hall. Do you know at what time his name was written in that power of attorney?—Answer. No, sir; I do not. I am pretty sure it was in blank when I purchased it.

Q. According to the best of your recollection, were the powers of attorney attached to the certificate under which these locations were made in blank when you purchased them?—A. They were.

Q. What did you do to procure the locations to be made under these certificates?—A. I gave the certificates to J. P. Wilson with the request that he would locate them, and agreed to sell him an interest in them of one-third, I think, at the rate of \$3 per acre, he paying for one-third of the certificates at that rate, and, also, one-third of the expense of exploration, payment to be made when proceeds from the land shall be realized, he paying 12 per cent. per annum for use of the money until that time.

Q. When did you first learn that the Department had ordered locations under these certificates to be stopped?—A. I learned it, I think, in about a week after the issue of the order.

Q. When did you first hear any rumors that the Department contemplated such a measure, or that there was any investigation being made in regard to the validity or regularity of these certificates?—A. I heard nothing of the intention of the Department until after the issue of the order.

Q. Did not you hear any rumor whatever affecting their validity or regularity until after the order of the Department was made?—A. I did not as to their validity or regularity. I heard rumors of the intention of the Department to send out a commission to ascertain the number that were entitled, after the first appointment of R. F. Crowell on the commission after he had gone into the Indian country on business of his commission, and during the time of his absence, in the fall or summer of 1870.

Q. Have you ever purchased or dealt in any pine-lands yourself, or located any of these certificates for your own benefit?—A. I have not located any certificates in person. I have other locations which I have caused to be made, which I intend to offer to the commission as set forth in schedule marked —.

Q. Why was not this list presented by you when your examination was commenced yesterday?—A. The list was not prepared then.

Q. Why was it that you made no allusion to it in your testimony yesterday?—A. Because it was not prepared to be offered, and I did not understand any question put to refer to anything except the claims which were offered yesterday.

Q. That was because we did not understand that you had any other claims.—A. It would have been better to have put it all together, but I have been so busy about other matters I could not attend to it.

Q. This list does not show when or by whom locations were made. How do you account for that?—A. I have the data at my office, and can state that about thirty of them were first located about 3 years ago, being those bearing numbers less than 108, by O. B. Sturtevant, which, to the best of my recollection, together with the others, were adjusted and, relocated in April, 1871.

Q. Who is the owner of these locations or certificates under which they are claimed to have been made?—A. I am.

Q. When and of whom did you purchase them?—A. They are a part of the certificates concerning which I have heretofore testified.

Q. Is Mr. J. P. Wilson interested in any way in these locations?—A. He does not claim any interest in them. When the locations were made he acted for me in making a part of them, about one-half, and I offered

to sell him at that time an undivided interest of about one-eighth in the lands at the rate of about \$3 per acre and one-eighth of the expenses, which interest he subsequently gave up to me.

Q. When and under what circumstances did he give up his interest to you?—A. Five or six months ago. Because we were informed the Department had canceled the locations on the ground that the Mille Lac reservation was not subject to location in any way, and consequently his interest was worthless. My principal object in presenting it now is to have it noted by the commission that it is presented in order to save what right I may have.

Q. When, under Secretary Harlan, the practice of the Department was made to conform to the first construction of the treaty, were you made aware of it; and if so, at what time?—A. I never understood that under his decision the practice of the Department was made to conform to the first construction of the treaty. I did understand his decision to be in effect, that the persons entitled should apply in person at the land-office to make these selections instead of receiving certificates.

Q. Did you hear before that practice was changed any rumors that parties here would make an effort to have it changed?—A. I did not.

Q. Did you hear by rumor that it would probably be changed previous to any order to that effect?—A. I did not.

Q. Do you remember when you first heard that the change was made from Secretary Harlan's practice, and from whom you got the information?—A. I heard it soon after the change was made, but from whom I cannot now state.

Q. Do you know whether any timber has been cut on the land covered by the 19 pieces of scrip referred to yesterday?—A. I am pretty certain there has not been, nor on any other lands claimed by me.

H. T. WELLES.

SAINT CLOUD, August 8, 1872.

JOHN DEHAITLOE, Esq.:

DEAR SIR: Below I send you a list of lands upon which I adjusted for you the Chippewa and Sioux half-breed scrip.

C. H. B. S., No. 229. Julia La Derout, south half southwest quarter, 35, 53, 25—80 acres.

No. 278. Rosalie Richard, south half northwest quarter, 2, 52, 25—80 acres.

No. 282. Mary Smith, south half northeast quarter, 3, 52, 25—80 acres.

No. 224. Marie Lérance, south half southeast quarter, 34, 53, 25—80 acres.

No. 161. Baptiste Dejarlin, lots 1, 2, and 3, 3, 52, 25—86.83 acres.

No. 295. Maria Slater, lots 2, 3, and 4, 2, 52, 25—81.36.

No. 185. Francois Fidler, north half northeast quarter, 25, 53, 25—80 acres.

No. 297. William Slater, southwest quarter northeast quarter and northwest quarter southeast quarter, 25, 25, 53—80 acres.

Sioux H. B. Scrip.

No. 411. D. Alexis La Framboise, southwest quarter northeast quarter, southeast quarter northwest quarter, northeast quarter southwest quarter, and northwest quarter southeast quarter, 11, 52, 25—160 acres.

Yours, truly,

Will be down in a few days.

WM. MULLIKEN.

S. W. FARNHAM, of Minneapolis, being first by me duly affirmed, deposes as follows, to wit:

I reside in Minneapolis; aged fifty-two years; occupation, a lumberman. I am one of the firm of Farnham & Lovejoy, which firm is the owner of a two thirds interest in seventeen entries of land, under certificates of Chippewa half-breeds of Lake Superior. This land was purchased, after the locations had been made in 1869, of Winthrop Young and Benjamin Keene.

The other third is owned by J. B. Gillfillan, esq., of Minneapolis. I think we paid about five dollars per acre. The firm of Farnham & Lovejoy also owns four additional entries, under certificates numbered as follows: 173 in the name of Charles Damaries, located on south half northeast quarter of section 32, township 46, range 29.

No. 6. George H. Oakes, located on south half northwest quarter of section 31, township 46, range 29.

No. 237. Antoine Morgan, located on west half northeast quarter of section 31, township 46, range 29.

No. 158. Henry Vanace, located on east half northeast quarter of section 31, township 46, range 29.

These certificates were purchased by myself of H. T. Welles, as agent for Mr. Van Etten, of Saint Paul, in 1866 or 1867, and located, I think, in 1869.

I paid \$3.50 per acre, I think; it might have been more.

We never dealt in any other Chippewa scrip or lands located under them, except as presented here. These lands are in Cass County.

S. W. FARNHAM.

MEMORANDA.

Scrip located July 20 and 21, 1866., Farnham & Lovejoy.

145 D. West half southwest quarter of section 2, 138, 31, Arsene Moinsette.

146 D. East half southwest quarter of section 3, 138, 31, Julia Moinsette.

492 D. Sioux. Southeast quarter of section 3, 138, 31, Marion Hunter, formerly Marion Robertson.

492 E. Sioux. Northeast quarter of section 10, 138, 31, Marion Hunter, formerly Marion Robertson.

1 C. West half northwest quarter of section 3, 139, 31, Roger Aitkins.

107 D. West half southwest quarter of section 3, 139, 31, Charles Grant.

141 D. East half southeast quarter of section 4, 139, 31, Francis Logue.

73 D. East half northeast quarter of section 9, 139, 31, John B. Bottineau.

141½ D. East half northeast quarter of section 4, 139, 31, Mary Logue.

158 C. Southwest quarter northeast quarter and northwest quarter southeast quarter of section 4, 139, 31, Francois Labat.

137 D. East half northwest quarter of section 10, 139, 31, Marie Laframboise.

131 D. West half northeast quarter of section 34, 139, 31, Bazil Le-dousier.

140 D. East half northwest quarter of section 34, 139, 31, Mary A. Laframboise.

17 C. West half northwest quarter of section 10, 139, 31, John Tanner.

72 D. East half southwest quarter of section 34, 139, 31, Mary R. Bottineau.

Charles Damaries, 80. South half of northeast quarter of section 32, township 46, range 29. No. 173, treaty 1854. B. Chippewa.

George H. Oakes. East half northwest quarter of section 31. Same township and range. No. 6, B. C.

Antoine Morgan, 80. West half northeast quarter of section 31. Same as above. No. 237, C. C.

Harvey Vanase. East half northeast quarter of section 31. No. 158.

No. 6.

T. B. WALKER, recalled, (August 30, 1872, 2 p. m.)

Question. State what you know of lands in sections 4, 5, 8, and 9, township 133, range 28.—Answer. I know they are of no value for agricultural purposes. They are on the west bank of the Mississippi River opposite Brainard. I understand the county-seat of Cass County is located on these sections.

Q. In your former testimony you referred to lands that you claimed were located under personal applications of the half-breed. State what you know of the parties who procured those applications to be made, and how they procured them to be made?—A. I purchased them of Joseph P. Wilson, and know nothing about them, except that he said that they were entitled, and he wished to make the locations for me, as he had no lands he wished to locate for himself. I neither knew the applicants nor where they lived. I never saw any of them. I had no reason to think they were not entitled.

Q. What papers did Wilson assign or execute to you at the time you made this purchase?—A. He made a memorandum agreement that he would locate certain lands on descriptions to be furnished by me at two dollars and a half per acre. Afterward he brought a certificate from the register of the Saint Cloud land-office that the entries were made according to law. Those entries being according to my description, he demanded the money in payment.

Q. How could Mr. Wilson make locations for you when the locations were made on the personal application of the half-breed?—A. He proposed to have these applicants enter these tracts of land and then convey them to him.

Q. Do you mean to say that Mr. Wilson sold to you locations made on personal applications before the applications were made?—A. He entered into an agreement that he would find parties entitled to locate and would procure a locality by them, of the tracts I should name, and would make a conveyance of the same to me.

Q. I understood you to say above, that when you bargained with Wilson you supposed the parties on whose behalf he was contracting were entitled to lands under the treaty, and you now say that you did not know who the parties were on whose behalf he was proposing to contract?—A. I did not know the parties. He did not mention the names of any parties; but I supposed he knew them, of course, or he would not contract to procure localities through them.

Q. Did you know, by rumor or otherwise, what means Wilson used, or how he proceeded in procuring these or any other applications to be made?—A. I know nothing about it.

Q. Did you hear anything about it?—A. I never heard anything about it.

Q. Did you or did you not at that time have any suspicion that J. P. Wilson was not doing the business on the square?—A. I knew nothing wrong whatever about the transaction, in any way, shape, or form. I expected the entry to be made in the proper form and in accordance with law.

Q. Did you not hear rumors at or before that time that Mr. Wilson was causing proof to be made and procuring applications on behalf of persons who were not, in fact, entitled?—A. I do not think I ever heard the matter mentioned or discoursed, or spoken of by any person.

Q. Did you not yourself suspect that that was the case?—A. I certainly did not.

Q. Had you any knowledge, by rumor or otherwise, as to the amount paid by Wilson to the persons on whose behalf these applications were made?—A. I heard nothing about it except that Wilson said he could not afford to sell the lands for less than two and a half dollars per acre, because of the cost to him of the right of entry, but he did not state to me what he paid the parties for that right.

Q. What facilities had Wilson more than you or any other man who wished to buy land for procuring those personal applications of the half-breed?—A. He had an extensive acquaintance throughout the State with Indian treaties and affairs. He also had time and inclination for hunting up such matters which I did not.

Q. When you made these purchases did Mr. Wilson say that he had made any agreement with any particular half-breeds through whom he could procure the locations desired?—A. He said he knew of half-breeds whose right to locate he could procure, but he did not name any of the parties.

Q. Did you not know that under the terms of this treaty a man and his wife were not both entitled to eighty acres of land?—A. They might have been at the time of the treaty, and afterward have married, but at the time of this agreement I knew nothing about the parties.

Q. How did you suppose an unmarried female could be entitled as head of a family?—A. They are entitled by the treaty if over twenty-one at the date of the treaty.

Q. Did Mr. Wilson at this time say anything in regard to the number of half-breeds that were entitled, and whether the claims were not pretty much all taken up?—A. He did not mention to me the number of persons entitled, but I think he mentioned they were getting scarce.

Q. Do you know of any other parties that were dealing in these personal applications besides Mr. Wilson?—A. At that time I don't think I did.

Q. Did you before or since?—A. I have since heard there were other persons dealing in them. Peter Roy, of Little Falls, sent down at one time three applications.

Q. Do you know of Mr. Wilson procuring for other parties lands under these personal applications; and, if so, what parties, and when?—A. I did not know then of his making entries for other persons, and do not now know that he did. I think he told me at the time that he was going to make some entries for himself under these applications.

Question by E. P. S. How long time elapsed between making these applications and turning them over to you?—Answer. I am not sure, but think it was two months, or two and a half months from the time I gave him the descriptions of the land to the time he came to me with the deeds. I gave him the minutes for location at the time of the memorandum of agreement.

Q. by E. P. S. Is it your understanding of the matter that, during this two months and a half, the half-breeds had been in person at the land-office, and located their claims on the tracts described in your minutes?—A. That was my belief at that time, and is my belief now.

Q. by E. P. S. Did you ever see any power of attorney to locate under these personal applications?—A. I don't think I ever did.

Q. by E. P. S. What title did Mr. Wilson give you to these lands?—A. A quit-claim deed. He agreed with me to give a warrantee-deed of that land, but he came to Dr. Butler when I was away and left a quit-claim deed, and got his money. When I saw him the next time, I asked him if he had left a warrantee-deed, and he said he had.

Q. by E. P. S. What evidence have you that J. P. Wilson had any right in those lands?—A. He exhibited the deeds that were made by the half-breeds to him, and also certificates from the register of the land-office that those parties had made locations upon those particular lands, and that is the way he fooled Dr. Butler.

Q. by E. P. S. Have you those deeds, or were they recorded in the office of the register of deeds?—A. I don't know whether we have them or not. They were all recorded at Little Falls. I went to Little Falls and examined the records, and found them all recorded.

Q. by E. P. S. Were these deeds executed by the half-breeds themselves, or through an attorney?—A. I don't know.

(The copy of the agreement with Mr. Wilson, referred to above, and also the certificate from the land-office, is hereunto attached. See No. 34.)

Q. State what you know of locations claimed by Henry T. Wells in township 141, range 32, located under certificates numbered as follows: Nos. 66, 75, 33, 21, 55, 104, 35, 92, and 103; also, 36, 34, 29, 28, 30, 26, and 43.—A. I know they were made under explorations made by myself or by persons under my employ, and I think I made the locations for him also. Mr. Wells paid me for making the explorations, and I think the locations. He said he would give me one-third of the proceeds or profits on the lands when they were sold. As to the value of these lands, I should place them at about \$3.50 per acre. The timber is very good, but they are on small streams and remote, which would make the driving of logs expensive.

Q. In view of the rapid increase of the value of pine, are not these lands worth a great deal more money at this time than you have stated?—A. Well, if the title was perfect, I suppose, they would sell for \$5 per acre.

Copy of an agreement between J. P. Wilson, of Saint Cloud, and T. B. Walker, of Minneapolis.

This article of agreement made and entered into this 19th day of April, A. D. 1870, by and between J. P. Wilson, of Saint Cloud, Minn., party of the first part, and T. B. Walker, of Minneapolis, Minn., party of the second, bears witness that the aforesaid J. P. Wilson, party of the first part, does hereby covenant and agree to locate, adjust, and perfect titles to the following-described tracts of land, to wit:

The west half of northeast quarter of section 2, township 55 north, range 26.

The southwest quarter of northeast quarter and northwest quarter of southeast quarter, section 19, township 55 north, range 26.

The south half southeast quarter, section 3, township 54 north, range 25.

The northeast quarter of southeast quarter and southeast quarter of northeast quarter, section 3, township 54 north, range 25.

The southeast quarter of southwest quarter, and southwest quarter of southeast quarter, section 10, township 54 north, range 25.

The south half of northeast quarter, section 35, township 54 north, range 25.

The east half of southeast quarter, section 35, township 54 north, range 25.

The west half of northwest quarter, section 5, township 54 north, range 25.

The east half of northeast quarter, section 30, township 54 north, range 25.

The southwest quarter of southeast quarter, section 1, township 54 north, range 25.

The northwest quarter of northeast quarter, section 12, township 54 north, range 25.

The north half of northeast quarter, section 18, township 56 north, range 25.

The aforesaid party of the first part does further agree that he will convey, with warranty-deed, from the half-breed personally, or their properly appointed attorney in fact, a good and sufficient title to the above-described lands unto the said F. B. Walker, or his heirs or assigns, the said lands to be located immediately, and titles perfected within a reasonable time, or as soon as it can reasonably be done, and conveyed to said Walker as soon as such titles can be perfected.

The said T. B. Walker, party of the second part, does hereby covenant and agree to pay to said party of the first part the sum of two dollars and fifty cents (\$2.50) per acre for the above lands upon delivery to him of good and sufficient warranty-deeds of the same.

Signed in presence of—

J. P. WILSON,
F. B. WALKER.

*This agreement rests upon the condition that the Chippewa personal applications made for the entry of the within-described lands shall be allowed to be good by the Interior Department; otherwise it is not binding.

*Received, Saint Cloud, April 19, 1870, of T. B. Walker, the sum of five dollars, as part payment on the within-described lands.

Copy of certificate.

I, Charles A. Gilman, register of the United States land-office at Saint Cloud, Minn., do hereby certify that the following-described tracts of land were selected at the Saint Cloud land-office by the persons' names set opposite to each particular tract, viz, under the provisions of the treaty of September 30, 1854, between the United States and the Chippewa Indians:

John Baptiste Genlett, east half northeast quarter section 30, township 54, range 25, 80 acres.

Edward Wells, jr, southwest quarter of northeast quarter and northwest quarter of southeast quarter section 19, township 55, range 26, 80 acres.

Moise Rocett, east half southeast quarter, section 35, township 54, range 25, 80 acres.

Gilbert Bellequard, south half southeast quarter, section 3, township 54, range 25, 80 acres.

Sophia Bellequard, lots 2 and 3 of section 2, township 55, range 26 65.49 acres.

Charles Swan, south half of northeast quarter, section 35, township 54, range 25, 80 acres.

* This was written on the margin of the original agreement.

Isabella Amiste, northeast quarter southeast quarter, and southeast quarter northeast quarter, section 3, township 54, range 25, 80 acres.

Charles Houle, north half northeast quarter, section 18, township 56, range 25, 80 acres.

Eliza Houle, north half northwest quarter, section 5, township 54, range 25, 79.91 acres.

Louis Lambesse, southeast quarter southwest quarter, and southwest quarter southeast quarter, section 10, township 54, range 25, 80 acres.

John Baptiste Cherette, southwest quarter southeast quarter, section 1, northwest quarter northeast quarter section 12, township 54, range 25, 80 acres.

I also certify that said locations were made in accordance with instructions received from the Commissioner of the General Land-Office.

Saint Cloud, September 3, 1870.

C. A. GILMAN, *Register*.

JOHN B. GILFILLIN, being first by me duly sworn, deposes as follows:

My residence is in Minneapolis, East; age, 37 years; an attorney at law. I claim to be interested to the extent of a one-third interest in the following-described lands, located under Chippewa half-breed scrip; being the same descriptions referred to in testimony of S. W. Farnham. (See 260.)

Q. State all you know in regard to locations and purchase of these lands.—A. Mr. Winthrop Young, Benjamin Keene, and myself were the parties originally interested, and who procured the lands to be explored, and the scrip to be located upon it. We found the scrip in the hands of Messrs. Thompson, bankers, in Saint Paul. A small portion of it we bought of Dawson, Berry & Co., bankers, Saint Paul. They claimed to be the owners of it, and had it in their possession, or perhaps to be the agents of the original scribee. At any rate, they claimed to have the control of it and the full right to sell it as agents or owners. This was in the month of June or July, 1866. I cannot remember the circumstances of the transaction. These bankers also had the usual powers of attorney for locating the scrip and conveying the land. These powers were executed by the scribees. They were separate instruments, one for locating the land, the other for conveying the land. The scrip and the powers of attorney were sold and delivered to us for a consideration, paid in money by us at the time. For numbers 73 D, and 17 C, and 1 C, and 158 C, we paid at the rate of \$2.75 per acre to Dawson, Berry & Co. The balance of the thirteen pieces we bought of Thompson Bros. at the First National Bank, Saint Paul, at the rate of \$3 per acre, paid in cash at the time. This scrip was located July 20 and 21, 1866, at Saint Cloud. We took the scrip and caused it to be located on the several tracts as described in the minutes of testimony of S. W. Farnham, as just read to me. The lands were afterward conveyed under the powers of attorney to Mr. Young and myself by warrant-deeds in the usual form, which appears of record in the office of the register of deeds in the proper county. The powers of attorney were also recorded there. We bought the scrip in good faith, supposing that we were getting something of value from the real and equitable owners of the scrip, and that it would secure to us the clear and undoubted title to the lands upon which they might be located in fee-simple. At the time the lands were conveyed to Mr. Young and myself we gave Mr. Kean a bond for a deed to one-third interest in the land to be conveyed to him upon the payment of a certain sum which he after-

ward paid. Subsequently, at what precise time I cannot state, Mr. Kean and Mr. Young sold and conveyed their two-thirds interest to Farnham and Lovejoy, this firm paying to Young and Kean the money that they had advanced for the scrip and for surveying the land and for all other expenses connected with the business and twelve per cent. interest per annum, and, I think, a small bonus; do not know how much, but it was small. I think they paid for this two-thirds interest not far from \$5,000. Upon reflection, I think it was a little less than \$5,000, but cannot state positively; and they are the present owners, so far as I know, of these two-thirds. I claim to be the owner of my one-third original interest. I have with me the original memoranda of the purchase of Thompson & Bros. at First National Bank, in 1866. I understood at the time that it was the usual way of making title to lands located with this kind of scrip, and that it was a practice sanctioned and authorized and encouraged by the Department of the Interior and the officers of the Government, and that they were issuing patents for lands located in this way, and had been so issuing them without objection. I did not entertain a doubt or suspicion but that we should get our title. I knew of thousands of acres that were being acquired in this way. We supposed we were paying at the time all the scrip was worth, and think so yet. If it was to go over again, I would not touch it.

Q. Where did you and Mr. Kean and Mr. Young reside in 1866, and what was your business?—A. We all resided at Saint Anthony. I was engaged in practicing law, making what little money I could, and invested it in real estate, because I thought it more secure, and with the view to a secure investment I bought this scrip. Mr. Young was engaged somewhat in the lumber business, also Mr. Kean, at the time, and were desirous of securing additional pine-lands to promote their lumbering interests, and they first called my attention to this, and asked me to go into it for the reason that they had not the ready money for the investment.

Q. How long previously had you resided at Saint Anthony, and how long had you been engaged in practice of law?—A. I had lived there since 1857, as a law-student until 1860, and was in practice after that. This is the first and only investment of this kind I ever made.

Q. Had you, previous to this time, read the treaty under which these Chippewa half-breeds derived a right to these lands?—A. I never read it until last winter or spring. My information was derived mostly from inquiries made at the time of the purchase of the scrip.

Q. Can you furnish copies of the scrip, and of the powers of attorney, now?—A. The scrip, I suppose, has been returned to the General Land-Office. The powers of attorney are upon record. I can get copies of those and of the conveyances.

Q. Did not these certificates contain a clause of the treaty securing lands to the Chippewa half-breeds of Lake Superior?—A. I do not remember. I have not seen this scrip since it was located, in 1866, nor have I seen any pieces of similar scrip, and do not remember the form of it.

Q. Do you not know that the certificates contained the statement that they were not assignable, and that no right under them could be assigned or transferred, and that the patent issued under the same would inure to the benefit of the half-breeds named therein, or their heirs, and to no one else, and that the object of the certificates was only to identify the persons entitled?—A. I do not know whether I read the certificates carefully. I cannot now recall a single provision of any of the certi-

cates. I knew at the time that people generally were securing titles under powers of attorney, and fully believed a good title could be saved in that way. I do not now remember whether I knew fully at the time the provisions of the scrip. This was previous to any controversy, so far as I knew, respecting this character of scrip, and we did not scrutinize so carefully as we would have done at a later day.

Q. Supposing the certificates to have contained the provisions stated in the last question, what right or title do you say, as a lawyer, was it possible for you to acquire by the purchase in the manner before stated?—A. I think the title would be conveyed by the Government to the half-breed, and inure to us by virtue of the conveyance executed under the power of attorney.

Q. As I understand it, the certificates or scrip which you received upon the purchase did not describe any particular piece of land, and, therefore, the half-breed at the time had no title, legal or equitable, to any tract of land. Could he, then, convey any title, legal or equitable, to any tract of land, or make any transfer whatever, except the transfer of the papers which you received?—A. I suppose a power of attorney to convey land was sufficient to convey land subsequently acquired; and, as I understand it, these powers of attorney referred to the certificates of scrip by their numbers, and to the treaty under which they were issued, and authorized the conveyance of such land as might be located or acquired under the described certificate or scrip; and even if the conveyance antedated the issue of the patent, I don't know but the title would inure to our benefit by estoppel as soon as the patent should be issued to the half-breed.

Q. I don't think you answer my question. What I wish to know is, what title or right you suppose passed by the purchase made from the half-breed, or what right or title the person dealing with the half-breed held previous to issuing of the patent?—A. I supposed there was an inchoate right or title which would become perfected in course of time, and that we were in equity subrogated to all the rights of the half-breed to any land he might be entitled to under the the treaty; and that the powers of attorney accompanying the certificates would secure to us in the end a complete title both legal and equitable.

Q. Were the powers of attorney executed in blank? I mean was the name of the person authorized to make the conveyance written in the instrument or was there a blank left for the name to be subsequently inserted?—A. The name was not written in the power, but a blank was left for the name to be inserted.

Q. Is it your understanding that such a power was of any validity until the name was written in by the party making the power or by another in his presence or in pursuance of authority given by him under signet?—A. It might depend upon circumstances. In respect to the powers in question, there was always authority accompanying them, as I understood it, either expressed or implied, to fill up the blanks when it should become necessary to use them, so as to make them available. Some of the half-breeds with whom I have conversed seemed to understand it in that way.

Q. Is it your understanding that a deed once delivered can be altered or added to by filling blanks or otherwise, except under an authority as high as would be required to execute the deed itself?—A. I think it might under certain circumstances so as to bind the parties to it, however it might be with respect to third parties.

Q. Don't you know, as a lawyer, that it is a general rule that the filling of blanks in a deed, after its execution, except in pursuance of

authority under seal, is regarded as an alteration which will vitiate the instrument?—A. It is, as a general rule. There is no doubt about the general rule.

Q. Can you refer to any legal principle which distinguishes or withdraws the power under which you hold from the operation of this general rule?—A. I think there are exceptional cases, where the doctrine of equitable estoppel would interpose and withdraw the case from the operation of the rule, as in this case, where the half-breed has received in money all that his scrip and his rights under the treaty were worth, and had given powers of attorney in blank, with authority to fill them up and execute them and deliver them, it seems to me they would be good as between the parties, when they might not be good if the rights of innocents or third party should intervene.

Q. Was it not your understanding, that these powers of attorney, like all others, were revocable at the pleasure of the party making them?—A. It was.

Q. Where, in your judgment as a lawyer, would a chancellor find the equity of a party whose only claim was the assignment of a paper which on its face expressly declared, to save the half-breed from wrong and loss, that it was not assignable or transferable?—A. I do not know of any law forbidding such a sale or transfer as I have described; and after the parties to the sale and purchase have entered into it, and the money has passed, I don't know why equity and good conscience should not require the parties to stand to it. For instance, take a deed of land which is unassignable in itself, as much so as if the clause in question was inserted in it; still, if the owner should sell the land, receive the purchase-money, and give possession of the land, and the parties, in their ignorance or through inadvertence, should execute an assignment of deed instead of a conveyance, it seems to me a court of equity would interpose and complete the transaction, and enforce a conveyance as between the parties.

Q. I do not see the applicability of the case stated to the matter in question. You have referred to the case of a person being the owner of a particular tract of land, with full capacity to sell and convey the same, who has made a parol agreement, received his purchase-money, and placed the purchaser in possession. This the law regards as in part executing a contract, which withdraws it from the operation of the statutes of frauds and entitles the party to relief in the court of equity; while the case we are dealing with is that of a party who owns no particular tract of land whatever attempting to make contracts to convey, without any description and against the declaration of the government under which the right to locate land is claimed.—A. I do not see as it changes the nature of the equities between the parties, whether the seller has in fact acquired the title or subsequently acquires it, if he places himself in the same position with reference to it. If he makes a binding contract for the sale of land that he does not own, it may be enforced as soon as he becomes owner of it; or if he gives a warrant-deed of land that he does not own, but subsequently acquires, it immediately inures to the grantee. I don't know what effect would be given to such a declaration by the Government.

Q. Is it your understanding, as a lawyer, that a contract to convey lands that are not described, and whose location is not known, and to which the party contracting to make the conveyance has not title legal or equitable, can be enforced by any process known to a court of equity?—A. I do not know as it can, but if a power of attorney is given to convey any tract of land that might be acquired from a specified

source, and a deed is afterward given in pursuance of the power, and while it was in full force, it seems to me it would hold valid.

Q. Then, if I understand you, you do not suppose that if after or before the patent should issue to the half-breed for the lands to which he should be entitled, the person named as attorney should refuse to make the conveyance, and the half-breed should revoke the power, you would have any right to compel the conveyance to be made?—A. I do not know what would be our best remedy. We should have to take our chances.

Q. You have stated in a former answer that the Government sanctioned and encouraged the procurement of titles in the manner above described. Will you state any instances that you have known, giving the names of the officers through whom the Government encouraged the half-breeds in attempting to make sales of their interests by transfer of the certificates and the execution of blank powers of attorney, as mentioned in your testimony?—A. I have no personal knowledge in regard to the matter, but my information was hearsay evidence. In regard to the location of this land, I did not attend to it in person. Mr. Kean, one of the parties interested, did the business at the land-office. Nor have I any knowledge as to what the half-breeds received for their rights in the certificates.

J. B. GILFILLAN.

No. 7.

MAHLON BLACK, being by me first duly affirmed, deposes as follows:

My residence is Minneapolis; age is fifty-two years; occupation is surveying and examining lands; have been engaged in that business in Minnesota and Wisconsin since the year 1847.

Q. State what opportunities you have had of becoming acquainted with the character and value of pine-lands on the Mississippi River and tributary streams in the State of Minnesota.—A. I have been selecting lands for parties who have been heavy purchasers in the waters of Snake River, Ground-House River, Rum River, and its ~~tributaries~~ tributaries, Pine River, and on the Mississippi River as high up as the ceded lands extend on that river, more or less since 1854.

Q. Can you state what, in the spring of 1871, was the value of good average pine-lands per acre, say in the county of Cass, on the Mississippi River, or its tributaries reasonably convenient to streams suitable for log-driving?—A. That would depend upon the location, measurably, of the lands, even within the limits mentioned in your question.

Q. Have you the means of knowing at the time indicated the value of pine-lands about or in the vicinity of Pokegoma Lake, near the Mississippi River? If so, you may state what their value was, and the facts upon which you base your opinion.—A. That is the best pine country (I speak of the quality of the pine) we have now in the State, and I have seen all the pine regions of the State, respectively. The quantity of pine upon these lands is not as great as there is or has been in some other districts. The facilities for driving would be as good from Pokegoma as from any other place in the State. I should say that good pine-lands in that vicinity would be worth \$10 per acre at the time mentioned; that would be a reasonable valuation.

Q. What, in your judgment, could the "stumpage" of such lands be sold for per "M" feet in the spring of 1871?—A. It could have been sold readily for \$2.50 per "M" feet.

Q. What, in your judgment, would be the value of selected pine-land

in the following townships and range?—A. I should put the lands selected in town. 55, range 26, at \$7 to \$8 per acre; in town. 135, range 30, at \$5 per acre; in town. 139 and 140, range 31, at \$3 to \$5 per acre. The pine on the last-described lands is limited in amount, would average over \$4 per acre; in town. 52, range 26, from \$5 to \$7 per acre; in town. 53, range 26, would average over \$6 per acre; in town. 141, range 28, from \$5 to \$7 per acre, and has a very good growth of Norway pine; town. 138, range 29, at \$7 per acre. I estimated the value of lands in town. 139 and 140, range 31, at \$3 to \$5 per acre, on account of expensive route for driving the logs. The northern township would go by way of Leech Lake and Leech Lake River.

Q. Would the lands be worth the prices you have named, in the year 1869 and 1870?—A. They would.

Q. How much more would the lands be worth now, if any?—A. They have advanced in value at least 12 per cent. per annum, as an investment; it may be that I hold pine-lands higher than some other parties on account of my knowledge of the limited amount of good pine-lands in the country. In estimating the value of pine-lands I estimate the value per acre of the entire subdivision entered or purchased. I estimate the value only for the pine, regarding the land, as a general thing, to be valueless after the lumber is taken off. In the Pokegoma Lake country there is no small growth of pine of any value.

By Mr. KING:

Q. Can you give any specific description of the lands referred to in your testimony, as an intelligent basis from which to appraise the value of any particular tract of subdivision?—A. I could not, from memory.

By CHAIRMAN:

Q. State whether, in your judgment, at the time these selections were made, any person of ordinary judgment and experience would have any difficulty in selecting lands, worth the price you have named, in the several townships referred to in your testimony.—A. I think such person would have no difficulty at that time.

Q. State whether the prices you have named are any higher than the average value of the timber in the several townships?—A. I think not. I have examined the Pokegoma lands with a view to their being located by other parties, but the party for whom they were examined did not get them.

MAHLON BLACK.

JONATHAN CHASE, being first by me duly sworn, deposes as follows: My residence is in Minneapolis, east; age, fifty-one years; occupation, a lumberman.

Q. State if you are acquainted with the character and value of pine-lands, on the Mississippi River and its tributaries, in Cass County, Minnesota.—A. I am somewhat. I have been on a portion of it; have been about Pokegoma Lake; was there three years ago. I should judge good pine-lands in that vicinity to be worth, at that time, from \$5 to \$15 per acre. I have been on town. 54, range 26; have owned land there, and sold it three years ago for \$9 per acre to Mr. J. Dean & Co. I have been over but a small portion of that township. The land that was entered with these half-breed certificates in that township was worth as much as the land that I sold.

I purchased some land near Pokegoma Lake two years ago last winter, for J. Dean & Co.—I think 640 acres—and paid \$10 per acre. I think town. 54, range 26, sections 15 and 22.

The land that I sold for \$9 was entered four years ago with Sioux

scrip. The land I purchased for Dean & Co. two years ago was about average pine-land for that vicinity—not more than an average.

I have bought stumpage on Rum River. The usual rule is to require the purchaser of stumpage to cut all round timber that will measure one foot in diameter twenty-four feet from the ground. They do not always cut as close as that, nor is it for the interest of the owner of the land to have it cut that close. The growth of timber, below that size, will pay taxes and interest on the land, and more than usual interest.

I have paid for stumpage \$2, \$2.50, and \$3 per M feet. Never bought of individuals for less than \$3 per M. My purchases run through the last five or six years. Would call five thousand feet pine per acre fair pine-land. The stumpage at Pokegoma Lake is worth as much as on Rum River, where my purchases were made. Although it is a greater distance, it will require less men to drive logs from Pokegoma than Rum River.

JONA. CHASE.

W. H. LAWRENCE, being by me first duly sworn, deposes as follows:

I reside in Minneapolis, east; aged forty-three years; am a lumberman. I have resided within what is now the city of Minneapolis for seventeen years.

Q. State if you are acquainted with the character and value of pine-lands on the Mississippi River and its tributaries, in Cass County, Minnesota?—A. I am acquainted with a portion of it, in the neighborhood of Pokegoma Lake and Willow River.

Q. What was the average pine-land in the vicinity of Pokegoma Lake worth per acre, in 1870 or 1871?—A. I should say from \$5 to \$12 per acre.

Q. Do you know of any sales being made of lands in that neighborhood during 1869, 1870, or 1871?—A. I do. I have known lands which I examined sold for \$5, \$10, and \$12 per acre. These sales were in 1870 and 1871. The quarter-section sold for \$12 per acre, was a year ago this fall, and last spring another sale was made at \$10 per acre. The land sold by Jona. Chase to J. Dean & Co., at \$9 per acre, was in section 11, township 54, range 26. (See testimony of last witness.)

Q. Have you any knowledge of the lands located by Butler & Walker and T. B. Walker about Pokegoma Lake? and, if so, state what, in your judgment, they were worth in the years 1869 and 1870.—A. I have some knowledge of these lands; suppose I have been on every section in township 54, range 26, a good many times. I should judge those lands worth \$10 per acre.

Q. Have you any knowledge of lands in townships 52 and 53, range 25, located by Eastman, Bovey & Co.; and, if so, what is their value?—A. They are of very inferior quality; that is, there is but a very small amount of timber. The quality is very good. I should not value those lands over \$4 per acre, and don't know as it is worth more than \$3 per acre.

Q. Have you sufficient knowledge of the lands owned by these parties to give an opinion of their value, or are you giving your opinion of lands generally in that neighborhood?—A. I am giving an opinion, from what I know of their selections, of their lands. There is some nice lands in that vicinity, and they have some forties that are good, but I speak of the general average of their lands. They have some forties that have scarcely any pine on them, perhaps two or three such instances.

W. H. LAWRENCE.

WILLIAM P. ANKENY, being first by me duly affirmed, deposes as follows:

My residence is in Minneapolis, Minn. Age, fifty-one years. Occupation, lumbering. I have resided in Minneapolis fourteen years. I claim to own jointly with C. H. Pettit and J. M. Robinson (being the firm of Ankeny, Robinson & Pettit) three pieces of land, located with Chippewa half-breed scrip, as follows:

No. 77 D. Northeast quarter southwest quarter and southeast quarter northwest quarter section 10, township 51, range 17 north.

No. 120 D. East half southwest quarter section 10, township 51, range 26.

No. 46 D. Northeast quarter northeast quarter section 27, township 51, range 27.

Also entered, by personal applications, south half southeast quarter section 21, township 51, range 26; the last was entered by John Perance.

Question. State whether these pieces were located for you or were purchased of other parties; and, if purchased, when the purchases were made?—Answer. The three first described were located by me for our firm. The last piece I purchased for our firm of H. T. Wells & J. P. Wilson, I think, in the summer of 1870.

Q. What did you pay for the piece purchased of Wells & Wilson?—A. It was an exchange for another piece of land; we valued it at \$10 per acre in exchange.

Q. State of whom and when you purchased the certificates under which the other pieces were located?—A. I have bought large lots; some of J. K. Sidle, and some of (I think) Mr. Oaks, of Saint Paul, probably twenty or twenty-five pieces in each lot. I think I have purchased sixty pieces, and these three pieces were in the lot. They were purchased in 1866 or 1867. That is my impression. I think I paid from \$3 to \$4 per acre; probably averaged about \$3.50 per acre. I do not remember of making any other purchases except the three lots referred to above.

Q. Have you ever seen the lands described above?—A. We have about 6,000 acres in this body in which the lands above described are interspersed. I have been through the tract several times. Don't know whether I have seen the particular pieces described above.

Q. Can you give the probable value of the lands described in 1870?—A. In 1870, those lands could not probably have been sold for more than \$5 per acre. Since then they have advanced very rapidly; doubled in value, I should say.

Q. What would they have been worth in 1868 and 1869?—A. I don't think there was much change in price of pine-lands from 1868 to 1870, though they were held probably with a little more confidence in 1870.

Q. What would these lands have been worth in the spring of 1871?—A. Probably from \$6 to \$8 per acre, and at this time they are worth from \$8 to \$10.

Q. Do you know of any sales of such lands being made in 1870 or 1871?—A. No, sir; I don't. We purchased 160 acres in the winter of 1870 and '71, worth about the same as these described, or perhaps a little more, and paid \$6 per acre. I consider we bought it low.

Q. Do you know of any stumpage sold in 1870 or 1871?—A. We have not purchased any stumpage, that I remember, except on school-lands, for which we paid from \$2 to \$3 per M feet; last winter we purchased at \$3 per M feet.

Q. Is stumpage on school-lands sold higher or lower than of indi-

viduals?—A. I don't know as to that; we have not purchased of individuals. The average of our purchases for the past three years has been below \$3 per M feet. My impression is that school-lands advanced in price for stumpage about three years ago.

Q. Had you at the time of the purchase of the certificates above mentioned any knowledge or suspicion that there was any fraud connected with the applications made for them, or in their issue, or that they were in any respect illegal or fraudulent?—A. No, sir; I had not the remotest idea of it. I purchased those certificates at that time because the lands could not be secured with anything else. It is true we could reach them with Sioux scrip, but that was higher.

Q. Can you state the reason why the Sioux scrip was selling higher in this market than the Chippewa half-breed scrip?—A. Sioux scrip was available on unsurveyed lands and Chippewa was not; at least we did not use any on unsurveyed lands.

Q. What was the value of Sioux scrip here in 1868, 1869, and 1870?—A. I paid \$6 per acre for Sioux scrip a year ago. It was worth probably \$5 per acre during the years 1868, 1869, and 1870. This price applies to adult Sioux scrip; minor scrip was much lower.

WM. P. ANKENY.

No. 8.

CHARLES A. GILMAN, being duly affirmed, deposes as follows:

My age is thirty-nine years; reside in Saint Cloud; have resided there and vicinity for seventeen years; have been register in the land-office at Saint Cloud from the spring of 1869 until November 1, 1871; have had business in the office more or less since the autumn of 1855, a portion of the time as an officer, and at other times as a land-dealer. Was appointed as receiver first in 1861; held this office until 1865. In 1866 was appointed receiver, and held into 1867, less than one year.

Question. State whether, during the time you were register, there were any entries made at that office for the Chippewa half-breeds of Lake Superior, or what are called personal applications.—Answer. No, sir; there were no entries; there were many applications made, but nothing that we designate as entries.

Q. Where, and how many such applications were made during the time that you were register?—A. I think some more than one hundred; am not certain as to the exact amount; am not certain whether any such entries were made previous to my office as register.

Q. State how these applications were made; what was done by the office and by the half-breeds, or by any others in their behalf?—A. The half-breeds claiming to be entitled to land usually came to the office and stated that they wished to apply for land under the treaty. They usually came with some person who did their talking for them. Many of them could not speak English.

Q. Did you ever see them come without some one accompanying them who appeared to be interested in their entries of lands?—A. I think I did, frequently. Unless there was an appearance that they clearly were not entitled, I usually filled out their applications for them, and administered the oath that was required to their witnesses, and in due time sent the applications to the Department at Washington for their approval or decision in the matter. No decision of the merits of the case was made at the local office, but left wholly for the Department at Washington.

Q. What was the form of the paper that you call the applications,

signed by the half-breed?—A. I cannot state the precise form, but think I can give the substance of it. The application commenced with an allegation on the part of the applicant that he or she was of mixed-blood Chippewas, and entitled to eighty acres of land under the treaty of September 30, 1854, between the United States and the Chippewas of Lake Superior; that the applicant was 21 years of age at the date of the treaty; that he or she received no lands under the provisions of the treaty; and that they took the land then applied for in full satisfaction of their claim against the Government. The applicants were sworn to the correctness of their statement, and two witnesses were also required to make a statement verifying the claims of the applicant. The witnesses were usually known to the office and were also sworn.

Q. What entry was then made, if any, upon the books at the local office?—A. No entries were made upon any books. The books were furnished for that purpose. The tracts applied for were marked on the plats, as applied for. A list of these applications was made and forwarded to the Commissioner of the General Land-Office at Washington for his consideration, a copy of said list being retained in the office.

Q. What was the object of keeping the list at the local office; and in accordance with what law or order was it done?—A. It was kept for the information of the office; it was according to the custom of the office. I cannot state by what law or order.

Q. Had there been any such custom in the office previous to your term?—A. It was the custom of the office to keep some record of everything that was done affecting any particular tract of land.

Q. Was it your understanding that the application made in the form you have stated did in any way affect any tract of land until it was approved by the Department?—A. No, sir.

Q. Then why do you say it was necessary for you to keep a record of it?—A. I don't know that the officers were obliged to keep a record.

Q. How long was it, usually, after the applications were sent to Washington, before you would receive notice that they had been acted upon?—A. I have no recollection now as to the time; perhaps two or three months.

Q. Was it the custom to send them as soon as made?—A. No, sir; I don't know how soon they were sent.

Q. Don't you know that they would sometimes remain in your office for a month or two before they were sent?—A. I think they did.

Q. Were the half-breeds making the application and their witnesses sometimes unable to speak or understand the English language?—A. Some of them were. I don't recollect any case where both the applicant and witnesses were unable to speak English. I think no such case occurred.

Q. In cases where the applicant or witnesses were unable to speak or understand the English language, will you please to give the form of the oath that you administered?—A. It was administered in English; I could not speak Chippewa. I think they were required to swear that the statements to which they had affixed their names were correct. I do not recollect any particular form of oath.

Q. Do you know whether it was the custom to make purchase of the rights of the half-breeds after they had made their applications and before they were approved at Washington?—A. I think it was the general practice.

Q. State what you know, if anything, in regard to the prices the half-breeds received for their applications; and where and how the bargains and payments were made.—A. I know nothing positively about it.

Q. Do you know where these half-breeds came from?—A. My recollection is that the greater part of them came from Red River. Some few resided in Stearns County, some in Polk County, and, I think, some in other frontier counties in this State. By Red River I mean in the region of Pembina. I think some were from across the British line, and some from Fort Garry.

Q. How did they generally come to make their applications, and in what numbers?—A. I think that sometimes they came singly and sometimes more than one. Once, perhaps, six, or eight, or ten. There were a good many applicants there that we utterly refused to entertain at all.

Q. For what reason and under what circumstances did you refuse any applications?—A. Because their appearance and sometimes their own statements showed that they were not of sufficient age to be entitled under the treaty.

Q. Was it your custom to receive the application of a man and his wife both?—A. I don't know that we refused for the reason that they were man and wife at all. If it is proper I will state why we sometimes received the application of a man and his wife, and also why we received applications of some who come from over the British line. It was because we were aware that the Department had issued a large amount of scrip under the same treaty that these applications were based upon to married women, and also their husbands, also to persons residing in British America. The location of such scrip having been common at our office, therefore we supposed there was no objection upon those grounds.

Q. What means would the Department have of knowing, from the returns in your office, or any other, where the parties resided, or whether they were married or not?—A. I don't know that, but supposed the Department would only issue scrip to parties that were entitled to it.

Q. When the Department acted upon the applications made at your office, did they have any evidence whatever as to whether the parties were entitled except such as you sent them?—A. It is impossible for us at the local office to know what information the Department has. I supposed those claims would be presented at the Indian Department for their examination. We simply forwarded them to the General Land-Office without any recommendation whatever.

Q. Did you not believe that the Department had no evidence as to whom these persons were, whether they were half-breeds of the Chippewas of Lake Superior, twenty-one years of age, or the heads of families at the date of the treaty, except the sworn statements which were sent from your office?—A. I had no reason to believe they had any further evidence at that time.

Q. You have stated that when applications were made particular tracts were designated on the plat as lands applied for. Do you remember where these lands were situated as a general thing?—A. Yes, sir, I think I do, as a general thing. They were mainly situated in Cass County, on the Upper Mississippi; some on the east side, in northern part of Crow Wing County.

Q. You have stated that most of these Indians were from Red River country. How did they know where to make these selections?—A. I don't know that they did know. I don't think they did. I think they knew nothing of them personally.

Q. How, then, were the selections made?—A. I suppose they were made by parties who intended to avail themselves of the rights of these half-breeds to select lands. I never knew one half-breed who had scrip to choose his selection personally.

Q. Then you suppose that in every instance some person had bargained with the half-breed for his interest, under the treaty, at or before the making of the application?—A. I believe that to be the case, but don't know positively.

Q. Were not the designations made before you, and noted by you on the plats?—A. They were.

Q. Then you, of course, knew who made selections?—A. Not always. Blanks were frequently filled out by other parties, and brought there for execution so far as descriptions of the land were concerned.

Q. What do you mean by blanks? The land to be selected was not designated in the applications, was it?—A. There is a space in every application in which to insert the description of the land.

Q. Was there any general practice as to when these blanks were filled, whether at the time of the application or afterward?—A. My recollection is that they were principally filled at the time of the application.

Q. Do you know anything of personal applications made at your office in which J. P. Wilson became interested?—A. My knowledge of those is the same as it is of the balance.

Q. Do you recollect of his being there at the time the applications were made, and designating the lands to be entered?—A. I believe I do.

Q. Of the personal applications made at your office what proportion should you say he designated?—A. That I am unable to state.

Q. Should you say more or less than one-half? A. I am unable to say. He has transacted a great deal of business at the office; been there a great deal; not only that but other business.

Q. Have you any knowledge or information in regard to how the half-breed Indians, in the Red River country, were induced to come to your office to make these applications?—A. I know but very little of it. I suppose they came for pay.

Q. Tell us what you know, whether it be little or much?—A. I know nothing positively. I had no conversation with any one of them that I am aware of except in an official way. I would add that I think they were in that vicinity on business, and were induced to come by parties interested. I mean on other business.

Q. By parties interested in what?—A. Interested in procuring their applications.

Q. Did you ever have any conversation with Mr. J. P. Wilson as to whether and how he procured any of these applications; if so, when, and what did he say?—A. I think I did have conversation with him on that subject. I know I did. I cannot say when, but think it was about the time or during the making of the application. It is impossible for me to give the substance of the conversation.

Q. Do you remember anything he said or the substance of anything he said in regard to dealing with the half-breeds for their interest under these applications?—A. I think I do. A long time previous to any of those applications being made, I heard him speak of the fact that there were many parties in the land that were entitled to land under that treaty; that many of them had made application for scrip. Their applications had not been accepted and approved, nor rejected by the Department. Some special cases in particular, I heard him speak of frequently. He mentioned the case of some half-breeds living at Little Rock Lake; said they came from Lake Superior, right at La Pointe where the treaty was made, and were entitled beyond all question; said their applications had been before the Department a long time for scrip and had neither been rejected nor allowed. He thought they had better come

to the land-office in person and make their application. He mentioned other similar cases in other parts of the country that he was acquainted with, and some that I was acquainted with. I was acquainted with the facts in the cases at Little Rock referred to. He frequently asked my opinion about the matter, and as to what form should be used in making applications; what proof would be required, &c. A form was finally made by (I think) him and other parties (I don't think he got it up alone) which was submitted to me for my opinion as to whether it would accord with the requirements of the Department or not. I suggested some changes. I think afterward the form was adopted and printed. It was made to conform as near as possible with the form previously used in procuring scrip. At least I was told so, by Wilson and others, Captain Taylor.

Q. Do you remember anything that Mr. Wilson said in reference to these applications and the manner of procuring them, at or about the time those were made in which he seemed to be interested? And if so, state the substance of what he said.—A. I recollect of his saying there were parties in town or about town who were entitled to land under the treaty, and of his asking me what I would do in case such applications were made—what authority we had for allowing them.

Q. What was the object of designating on the plat the lands that were selected under these applications, before the applications were passed upon at Washington?—A. That course is usually prescribed by the Department in such cases. One object is to avoid conflicts. It stands as a notice that such tracts have been applied for.

Q. I understood you to say above that the designation gives the party no right whatever to the land selected, unless confirmed by the Department. Do you understand a party might come there the next day after such applications and designation and enter the same lands by money or land-warrants, if the lands were subjects to private entry?—A. I should say they could do so. Such entry, however, would stand subject to the rejection or approval of the previous claim.

Q. Were you interested with J. P. Wilson in any lands that were entered upon personal application, at that time or subsequently?—A. Not to my recollection.

Q. Do you know anything in regard to lands conveyed by Charles Gilman to D. Morrison?—A. I know there was such conveyance. I think the lands so conveyed were, mainly entered upon personal application.

Q. Can you now state who designated the lands to be entered in the list conveyed by Charles Gilman to D. Morrison?—A. I do not recollect positively. My impression is that I did myself. Those lands were selected under my direction prior to my connection with the land office as register, and while I was holding no public office, but while engaged in the business of selecting lands. This was in the year of 1868, mainly before the land was surveyed. I was obliged, under a written contract, to assist Mr. Morrison in the selection of lands. This contract was made January, 1869, previous to my appointment as register, which was in May or June, of 1869.

Q. When were these lands conveyed to Charles Gilman?—A. There were some matters connected with the transaction which I do not clearly recollect. The lands were conveyed to Charles Gilman, and by him conveyed to D. Morrison subsequent to my appointment as register.

Q. Were not these lands or the right of the Indians to locate them purchased by you and for yourself?—A. No, sir; not any of them.

Q. By whom were they purchased and for whom?—A. I do not know of the whole; only a part. I think Wilson (J. P.) was the negotiator more than any one else. He was, according to my impression, the main purchaser, and I supposed he was purchasing for himself.

Q. Why, then, was not the conveyance made to him?—A. I am unable to answer the question fully. I think other parties had a contingent interest in the land selected.

Q. At the time you made these selections did you make them for yourself; if not, for whom did you make them?—A. For Dorilus Morrison and others connected with him.

Q. Do you know at whose instance these lands were designated in the applications of the half-breeds?—A. I may have advised in the matter; presume I did. I wrote the descriptions in the applications.

C. A. GILMAN.

On the 19th November, 1872, Mr. Gilman appeared before me, as chairman of the commission, and stated he desired to correct the foregoing so far as it relates to the contract of January, 1869. On referring to that contract Mr. Gilman informed me that he finds he was not bound by it to assist Mr. Morrison in the selection of lands, which correction is there made accordingly, but he did not produce the contract.

T. C. JONES.

I, James Bean, a notary public, within and for the county of Hennepin, and State of Minnesota, do hereby certify that the above-named T. B. Walker, Levi Butler, S. A. Harris, W. W. Hale, George B. Wright, William W. Eastman, John D. Laittre, Henry T. Wells, S. W. Farnham, Dorilus Morrison, Mahlon Black, Jonathan Chase, W. H. Lawrence, William P. Aukney, John B. Gilfillan and C. A. Gilman, were by me first duly affirmed to testify the truth, and nothing but the truth, touching the matters under investigation before the commissioners appointed by the United States Commissioner of Indian Affairs, by direction of the Secretary of the Interior, to investigate the claims of persons claiming to have made entries to lands under certificates issued to the Chippewa half-breed Indians, of Lake Superior, or under applications made by such half-breeds, and that the depositions by them respectively subscribed were rendered to writing by me, or in my presence, and were signed by them in my presence.

In testimony whereof I have hereunto affixed my name and notarial seal the day of August, A. D. 1872.

{ NOTARIAL }
{ SEAL. }

JAMES BEAN,
Notary Public, Hennepin County, Minnesota.

S. Ex. 33—5

No. 9.—Statement of Chippewa half-breed scrip, locations of W. S. Chapman, unpatented November 8, 1872.

Scrip No.	Scrip letter.	To whom issued.	When located.	Descriptions.	Section.	Township.	Range.	Meridian.	Area, acres.	Value per acre when located.	Value per acre, spring, '71.	Value per acre, spring, '72.	Character of land.
82	D.	Mary Champaigne, (F. S.)	Feb. 11, 1867	Lot 5, section 1, and lot 1	12	17 N.	18 W.	Mount Diablo.	71.10	\$1 25	\$1 25	\$1 25	Grazing.
260	C.	Emily Reashe, (F. S.)	Oct. 29, 1868	E. $\frac{1}{2}$ of N. W. $\frac{1}{2}$	24	10 S.	13 E.	do.	80.00	1 25	1 25	2 50	Do.
151	C.	Louise Demarais, (F. S.)	Oct. 29, 1868	W. $\frac{1}{2}$ of N. W. $\frac{1}{2}$	24	10 S.	13 E.	do.	80.00	1 55	1 25	2 50	Do.
3	D.	Peter Daniel, (F. S.)	Oct. 29, 1868	W. $\frac{1}{2}$ of S. W. $\frac{1}{2}$	13	10 S.	13 E.	do.	80.00	1 25	1 25	2 50	Do.
133	D.	Maria Laramit, (F. S.)	Oct. 29, 1868	E. $\frac{1}{2}$ of S. E. $\frac{1}{2}$	14	10 S.	13 E.	do.	80.00	1 25	1 25	2 50	Do.
321	C.	Joseph McCoy, (F. S.)	Oct. 29, 1868	E. $\frac{1}{2}$ of N. W. $\frac{1}{2}$	14	10 S.	13 E.	do.	80.00	1 25	1 25	2 50	Do.
247	C.	Rafael Lesarte, (F. S.)	Oct. 29, 1868	W. $\frac{1}{2}$ of N. E. $\frac{1}{2}$	14	10 S.	13 E.	do.	80.00	1 25	1 25	2 50	Do.
137	C.	Louis Amelia, (F. S.)	Oct. 29, 1868	W. $\frac{1}{2}$ of N. W. $\frac{1}{2}$	11	10 S.	13 E.	do.	80.00	1 25	1 25	2 50	Do.
136	C.	Cecilia Amelia, (F. S.)	Oct. 29, 1868	E. $\frac{1}{2}$ of N. W. $\frac{1}{2}$	11	10 S.	13 E.	do.	80.00	1 25	1 25	2 50	Do.
197	C.	Josette Turpin, (C. W. T.)	May 2, 1867	Lots 4 and 5, and S. W. $\frac{1}{2}$ of N. E. $\frac{1}{2}$	20	12 S.	4 E.	do.	72.86	1 25	2 00	5 00	Agricultural
199	C.	Baptiste Turpin, (C. W. T.)	May 2, 1867	E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	20	12 S.	4 E.	do.	80.00	1 25	2 00	5 00	Do.
200	C.	Joseph Turpin, C. W. T.)	Nov. 6, 1867	Lot 4 and S. W. $\frac{1}{2}$ of N. W. $\frac{1}{2}$	2	13 N.	9 W.	do.	79.99	1 25	2 00	5 00	Do.
188	C.	Paul Lizer, (C. W. T.)	Nov. 6, 1867	W. $\frac{1}{2}$ of S. W. $\frac{1}{2}$	8	13 N.	9 W.	do.	80.00	1 25	2 00	5 00	Do.
191	C.	Jean Bte. Raume, (C. W. T.)	Nov. 6, 1867	N. $\frac{1}{2}$ of N. W. $\frac{1}{2}$	17	13 N.	9 W.	do.	80.00	1 25	2 00	5 00	Do.
189	C.	Angelic Bowdoin, (C. W. T.)	Nov. 6, 1867	S. $\frac{1}{2}$ of N. E. $\frac{1}{2}$	8	13 N.	9 W.	do.	80.00	1 25	2 00	5 00	Do.
187	C.	Isabel Banc, (C. W. T.)	Nov. 6, 1867	N. $\frac{1}{2}$ of N. E. $\frac{1}{2}$	17	13 N.	9 W.	do.	80.00	1 25	2 00	5 06	Do.
186	C.	Margaret Gabeschany, (C. W. T.)	Nov. 6, 1867	S. $\frac{1}{2}$ of N. E. $\frac{1}{2}$	17	13 N.	9 W.	do.	80.00	1 25	2 00	5 00	Do.
190	C.	Angelic Lacey, (C. W. T.)	Jan. 17, 1868	S. E. $\frac{1}{2}$ of S. W. $\frac{1}{2}$ and S. W. $\frac{1}{2}$ of S. E. $\frac{1}{2}$	8	13 N.	9 W.	do.	80.00	1 25	2 00	5 00	Do.

STATE OF CALIFORNIA,

County of San Francisco, ss :

William S. Chapman, being first duly sworn, deposes and says :

I am forty-five years of age. I have lived in Nevada and California during the last nine years. My occupation is dealing in real estate. During the years 1865 and 1867 I obtained from C. W. Thompson and Franklin Steele, of Minnesota, the eighteen pieces of Chippewa half-breed scrip described in the annexed schedule—those designated C. W. T. from said Thompson and those designated F. S. from Franklin Steele, and paid and agreed to pay for the same from one and a quarter to two and a half dollars per acre. I located the said scrip at the time and on the lands specified in the annexed schedule, the value of which lands, respectively, I believe to be as therein stated. I obtained and located the said scrip in good faith, never having heard the regularity and legality of its issue questioned before the location of that class of scrip was suspended by order of the General Land-Office in the year 1871.

WM. S. CHAPMAN.

Subscribed and sworn to before me the 29th day of November, A. D. 1872.

[SEAL OF NOTARY.]

F. O. WAGENER,
Notary Public.

SCHEDULE B.—Showing entries on Mill Lac reservation claimed by H. T. Wells before the commission, and rejected, the reservation being still in the occupancy of the Chippewa Indians.

No. of the Chippewa half-breed certificate.	Name of the person to whom the certificate is issued.	By whom located.	Designation of the tract located in satisfaction of the mixed-bloods of the Chippewas of Lake Superior certificate.			
			Part of section.	Section.	Township.	Range.
108	Mary Rashe	Henry T. Wells	S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	26	42	27
106	Sirvin Rashe	do.	N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	26	42	27
1	Charles Bottineau	do.	S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	27	42	27
23	Marie Peranteau	do.	S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	26	42	27
24	John B. Peranteau	do.	N. $\frac{1}{2}$ N. E. $\frac{1}{2}$	27	42	27
23	Isabella Peranteau	do.	S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	22	42	27
90	Margaret Nolin	do.	N. $\frac{1}{2}$ S. E. $\frac{1}{2}$	26	42	27
89	Genevieve Nolin	do.	S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	26	42	27
80	Charles Loroque	do.	N. $\frac{1}{2}$ S. E. $\frac{1}{2}$	22	42	27
77	Agathe Larance	do.	S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	26	42	27
62	Marie Gagnan	do.	S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	21	42	27
60	Bazil Dolorme	do.	S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	27	42	27
59	Margaret Dolorme	do.	N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	27	42	27
58	John B. Fian	do.	S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	22	42	27
57	Josette Fian	do.	S. E. $\frac{1}{2}$ of S. W. and S. W. of N. E. $\frac{1}{2}$	22	42	27
50	Marie Golemean	do.	W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	22	42	27
37	Louis Smith	do.	N. $\frac{1}{2}$ S. E. $\frac{1}{2}$	21	42	27
4	Margaret Brenean	do.	S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	21	42	27
94	Catharine Done	do.	N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	22	42	27
97	Emily Smith	do.	N. $\frac{1}{2}$ S. E. $\frac{1}{2}$	18	42	27
98	Nancy Small	do.	S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	18	42	27
12	William Small	do.	N. $\frac{1}{2}$ S. E. $\frac{1}{2}$	27	42	27
5	Antoine Beauchamp	do.	N. $\frac{1}{2}$ N. E. $\frac{1}{2}$	21	42	27
11	Philarte Beauchamp	do.	S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	18	42	27
3	Angelle Beauchamp	do.	N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	18	42	27
3	Lolette Boyer	do.	N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	26	42	27
6	Marla Beauchamp	do.	S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	27	42	27
260	Josette Nolin	do.	S. E. $\frac{1}{2}$ S. W. $\frac{1}{2}$ and lot 4	30	42	27
264	Celestie Peranteau	do.	S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	34	42	27
274	Francis Renville, sr.	do.	E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	32	42	27
248	Jane Murray	do.	{ S. E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	21 }	42	27
180	John Ferguson	do.	{ N. E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	28 }	42	27
273	Margaret Reville	do.	W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	17	42	27
249	Therise Mensul	do.	N. $\frac{1}{2}$ S. E. $\frac{1}{2}$	34	32	27
139	Paul Bovie	do.	N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	34	42	27
311	Josephite Jenton	do.	{ N. W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	28 }	42	27
243	Edward Marian	do.	{ N. E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	29 }	42	27
287	Madaline Sire	do.	S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	34	42	27
138	Madaline Sire	do.	N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	35	42	27
246	Margaret Bovie	do.	S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	34	42	27
293	Baptiste Monsitte	do.	S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	34	42	27
268	Joseph Soyard, jr.	do.	N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	21	42	27
145	David Sanderson	do.	S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	21	42	27
207	Jean B. Colin	do.	N. $\frac{1}{2}$ N. E. $\frac{1}{2}$	34	42	27
266	Louise Irvin	do.	N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	34	42	27
267	Marie Peltier	do.	N. $\frac{1}{2}$ S. E. $\frac{1}{2}$	22	42	25
247	Susan Peltier	do.	S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	22	42	25
244	Madaline Millum	do.	W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	20	42	25
270	Jean B. Mire	do.	N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	22	42	25
159	Ellen Patras	do.	S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	14	42	25
292	Peter Dechenlan	do.	N. $\frac{1}{2}$ N. E. $\frac{1}{2}$	30	42	25
263	Joseph Soyard	do.	E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	30	42	25
255	Julia Parker	do.	E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	14	42	25
242	John Nolin	do.	S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	30	42	25
271	Margaret McGillis	do.	E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	20	42	25
235	Monifue Perenuse	do.	E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	24	42	25
254	Julia Lepine	do.	S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	12	42	25
254	Madaline Movir	do.	E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	12	42	25

REMARKS.—Entries on Mill Lac reservation claimed by H. T. Wells, and rejected by the commission.
(Signed)

T. C. JONES,
EWD. P. SMITH.

*Mill Lac reserve.

No. 11.

SCHEDULE A.—Showing entries of land made under treaty of 1854, at Lake Superior, claimed by parties who are found to be innocent holders of the same.

No. of the Chippewa half-breed certificate.	Acres for which issued.	Name of the person to whom the certificate is issued.	By whom located or now claimed.	Date of application to locate the tract.	Designation of the tract located in satisfaction of the mixed-bloods of the Chippewas of Lake Superior certificate.			
					Part of section.	Section.	Township.	Range.
94	80	Madeleine Caplet.....	Butler and Walker.....	April 30, 1870.....	N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	31	134	30
	80	Francis Sayias.....	do.....		Lots 1 & 2 and N. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	24	55	26
99 C	80	Joseph Jibway.....	do.....	Jan'y 3, 1871.....	S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	3	55	24
79 D	80	Jean B. Champaigne.....	do.....		N. $\frac{1}{2}$ S. E. $\frac{1}{2}$	3	55	24
124 C		Lucy Victory.....	do.....		{ Lot 2.....	10 }	55	24
161 D		Joseph Richard.....	do.....		{ Lots 2 & 3.....	11 }	55	24
264 C		Francoise Pichaie.....	do.....		S. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$ and N. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	14	56	26
69		Genevieve Dagnan.....	do.....	Nov. 13, 1868.....	S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	14	56	26
91		Pascal Parisiene.....	do.....	Nov. 25, 1868.....	S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	11	56	26
76		Andre Lesperance.....	do.....	Nov. 25, 1868.....	S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	10	56	26
9		Margaret Berrard, jr.....	do.....		S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	2	56	36
15		Margaret Champaigne.....	do.....		W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	29	135	30
16		Pierce Champaigne.....	do.....		{ S. E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	31 }	135	30
10		Ellen Berrard.....	do.....		{ S. W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	32 }	135	30
13		Angelic Caplet.....	do.....		S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	29	135	30
32		Isabella Vandall.....	do.....		W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	29	135	30
46		Cuthbert Grant.....	do.....		E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	32	135	30
48		Maria Grant.....	do.....		S. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$ and S. E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	28	135	30
52		Andre Goudrie.....	do.....		S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	33	135	30
61		Madaleine Ducept.....	do.....		S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	30	135	30
70		Madaleine Dagnan.....	do.....		E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	29	135	30
93		Catharine Pereaux.....	do.....		N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	29	135	30
22		Josette Dumain.....	do.....		E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	30	134	30
7		Margaret Berrard, sr.....	do.....		N. $\frac{1}{2}$ S. E. $\frac{1}{2}$	39	135	30
174		William Deace.....	do.....		N. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$ and N. E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	31	134	30
202		Pierre Henrie.....	do.....	April 7, 1870.....	S. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$ and S. E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	30	134	30
145 C		Benjamin Lapond.....	do.....	April 7, 1870.....	N. W. $\frac{1}{2}$ S. W. $\frac{1}{2}$ and S. W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	8	54	26
266 C		Charlotte Larabee.....	do.....	Jan'y 13, 1871.....	N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	19	135	30
135 D		Margaret Letendre.....	do.....	Jan'y 13, 1871.....	W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	12	56	26
74		Maria Livilet.....	do.....		S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	10	56	26
71		Margaret Dejardin.....	do.....	Feb'y 5, 1869.....	S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	10	56	26
72		John B. Dejardin.....	do.....	Feb'y 5, 1869.....	S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	7	55	24
18		Josette Cogue.....	do.....	Feb'y 5, 1869.....	S. W. $\frac{1}{2}$ N. W. $\frac{1}{2}$ and N. W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	6	55	24
					N. $\frac{1}{2}$ N. E. $\frac{1}{2}$	7	55	24
					E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	6	55	24

SCHEDULE A.—Showing entries of land made under treaty of 1854, at Lake Superior, &c.—Continued.

No. of the Chip- pewa half-breed certificate.	Acres for which issued.	Name of the person to whom the certificate is issued.	By whom located or now claimed.	Date of application to locate the tract.	Designation of the tract located in satisfaction of the mixed- bloods of the Chippewas of Lake Superior certificate.			
					Part of section.	Section.	Township.	Range.
99	Mary Ann Vandrie	Butler and Walker	Feb'y 5, 1869	Lots 8, 9, & 10	6	55	24
83	Pascal Mantour	do.	Dec. 11, 1868	N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	2	56	26
67	Maria Derosier	do.	Oct. 5, 1868	N. $\frac{1}{2}$ S. E. $\frac{1}{2}$	11	56	26
84	Madeline Mantour	do.	Dec. 11, 1868	Lots 5, 6, & 8	35	56	26
68	Joseph Dagnian	do.	Nov. 13, 1868	N. $\frac{1}{2}$ S. E. $\frac{1}{2}$	10	56	26
78	Izard Lagimonier	do.	Nov. 13, 1868	N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	11	56	26
128 C	Lizzie Moran	do.	Jan'y 3, 1871	E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	10	56	26
278 C	Louise Brunelle	do.	Jan'y 3, 1871	N. $\frac{1}{2}$ N. E. $\frac{1}{2}$	15	56	26
135 C	Madeline Stunyea	do.	Jan'y 3, 1871	E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	35	56	24
14 B	Mary Pelland	do.	Jan'y 3, 1871	E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	1	55	24
270 C	John Dulona	do.	Jan'y 3, 1871	E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	1	55	24
134 D	Paul Laraunt	do.	Jan'y 3, 1871	{ N. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	11 }	55	24
86 D	Francoise Carrier	do.	Jan'y 3, 1871	{ S. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	2 }	56	24
111 D	Emily Grandbois	do.	Jan'y 3, 1871	W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	28	56	24
96 D	Margaret Caplin	do.	Jan'y 3, 1871	W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	34	56	24
78 D	Josette Beaupree	do.	Jan'y 3, 1871	E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	24	56	24
2 D	Julia Cornick	do.	Jan'y 3, 1871	W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	24	56	24
85 D	Therese Carrier	do.	Jan'y 3, 1871	E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	33	56	24
240 C	Margaret Tanner	do.	Jan'y 3, 1871	E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	28	56	24
113	do.	do.	do.	{ S. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	26 }	56	24
183	Isabella Fagnand	do.	do.	{ N. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	35 }	56	24
213	George Klyne	do.	do.	S. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$ & S. E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	35	134	30
95 D	Paulet Caplin	do.	do.	{ S. W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	5 }	135	30
116 D	Louis Godden	do.	do.	{ S. E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	6 }	135	30
.....	Edward Welles, sr.	do.	April 30, 1870	W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	26	135	30
.....	Gilbert Belgard	do.	Jan'y 3, 1871	W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	25	135	32
.....	Gilbert Belgard & wife	do.	do.	S. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$ and N. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	19	55	26
.....	Louis Amole	do.	do.	Lots 2 & 3	2	55	26
.....	Louis Lambesse	do.	do.	S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	3	54	25
.....	Charles Swan	do.	do.	S. E. $\frac{1}{2}$ N. E. $\frac{1}{2}$ and N. E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	3	54	25
.....	Molse Rocette	do.	do.	S. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$ and S. E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	10	54	25
.....	Charles Houle	do.	do.	S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	35	54	25
.....	do.	do.	do.	E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	35	54	25
.....	do.	do.	do.	N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	5	54	25

.....	Charles Houle & wife.....	do.....	N. $\frac{1}{2}$ N. E. $\frac{1}{2}$	18	56	25
.....	Charles Carrier.....	do.....	S. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$ and N. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	1	54	25
179	Etienne de la Rondy.....	T. B. Walker.....	April 20, 1871.....	12	55	26
201	Mary Ann Henry.....	do.....	April 20, 1871.....	33	55	25
208	James Inkster.....	do.....	April 20, 1871.....	29	55	26
179	Louis de la Rondy.....	do.....	April 20, 1871.....	15	54	26
140	George Rosset.....	do.....	April 20, 1871.....	31	55	26
226	John Lyons.....	do.....	April 20, 1871.....	21	54	26
171	Julie Demarias.....	do.....	April 20, 1871.....	5	54	25
177	Margaret de la Rondy.....	do.....	April 20, 1871.....	7	54	26
64	Pierre Ducept.....	do.....	April 20, 1871.....	35	56	26
194	Madeline Gruet.....	do.....	April 20, 1871.....	8	54	26
100	Toussoint Vandrie.....	do.....	April 20, 1871.....	7	54	25
165	Josetta Dejardin.....	do.....	April 20, 1871.....	11	54	25
162	Francoise Dejardin.....	do.....	July 14, 1870.....	5	54	26
184	Cuthbert Fagnand.....	do.....	July 14, 1870.....	4	53	25
203	Antoine Henry.....	do.....	July 14, 1870.....	4	53	25
163	Mary Dejardin.....	do.....	July 14, 1870.....	4	53	25
124	Andre Beauchmain.....	do.....	July 14, 1870.....	4	53	25
126	Susan Boisset.....	do.....	July 14, 1870.....	9	53	25
227	Francis Lapontaine.....	do.....	July 14, 1870.....	10	53	25
130	Isabella Bird.....	do.....	July 14, 1870.....	9	53	25
116	Leticia Anderson.....	Lake Superior and Puget Sound Company.....	July 14, 1870.....	10	53	25
117	Henry Anderson.....	do.....	W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	8	133	28
128	Josette Bellehameur.....	do.....	W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	5	133	28
151	Louise Caplet.....	do.....	W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	4	133	28
166	Margaret Desjardin.....	do.....	W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	9	133	28
181	Baptiste Faustneuf.....	do.....	E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	4	133	28
188	Margaret Flemand.....	do.....	W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	5	133	28
199	Elizabeth Holcraw.....	do.....	E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	8	133	28
200	Elizabeth House.....	do.....	Fractional S. E. $\frac{1}{2}$	9	133	28
206	Charlotte Hodgson.....	do.....	E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	5	133	28
212	Mary Johnson.....	do.....	W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	9	133	28
239	John D. McKay.....	do.....	E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	8	133	28
245	Mary Monkman.....	do.....	E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	9	133	28
253	Maria Xavier.....	do.....	W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	8	133	28
277	Charlotte Pichard.....	do.....	W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	4	133	28
280	Louise Shoboyia.....	do.....	E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	9	133	28
286	James Sinclair.....	do.....	Fractional N. E. $\frac{1}{2}$	9	133	28
300	Ellen Fibault.....	do.....	E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	4	133	28
204	Josette Henrue or Antoine Maurice.....	Wm. Windom, $\frac{1}{2}$; Saviah Davison, $\frac{1}{2}$; Geo. B. Wright, $\frac{1}{2}$	W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	9	133	28
160	Mary Doninette or Andrew Dunnette.....	S. A. Harris.....	W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	10	137	38
5	Catharine Ela.....	do.....	S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	13	137	38
79	J. Baptiste Bondin.....	do.....	N. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$ & N. E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	8	56	25
			W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	32	43	23

SCHEDULE A.—Showing entries of land made under treaty of 1854, at Lake Superior, &c.—Continued.

No. of the Chippewa half-breed certificate.	Acres for which issued.	Name of the person to whom the certificate is issued.	By whom located or now claimed.	Date of application to locate the tract.	Designation of the tract located in satisfaction of the mixed-bloods of the Chippewas of Lake Superior certificate.			
					Part of section.	Section.	Township.	Range.
293	Margaret Corbin	S. A. Harris .....	.....	E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	4	56	25
209	Mary Isbester	W. W. Hale .....	.....	See testimony of W. W. Hale for description of entry.			
145 D	Asure Morrisette	Farnham & Lovejoy $\frac{1}{2}$ and	.....	W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	2	138	31
146 D	Julia Morrisette	J. B. Gilfillan $\frac{1}{2}$ .....	.....	E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	3	138	31
1 C	Roger Atkins	do .....	.....	W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	3	139	31
107 D	Charles Grant	do .....	.....	W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	3	139	31
141 D	Francis Loguis	do .....	.....	E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	4	139	31
73 D	John B. Bottineau	do .....	.....	E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	9	139	31
141 D	Mary Logue	do .....	.....	E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	4	139	31
158 C	Francis Lobot	do .....	.....	S. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$ and N. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	4	139	31
137 D	Maria Laframboise	do .....	.....	E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	10	139	31
131 D	Bozill Ledausier	do .....	.....	W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	34	139	31
140 D	Mary A. Laframbois	do .....	.....	E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	34	139	31
17 C	John Tanner	do .....	.....	W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	10	139	31
72 D	Mary R. Bottineau	do .....	.....	E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	34	139	31
173	Charles Demories	Farnham & Lovejoy .....	.....	S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	32	46	29
6	George H. Oaks	do .....	.....	E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	31	46	29
237	Antoine Morgan	do .....	.....	W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	31	46	29
158	Henry Vanace	do .....	.....	E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	31	46	29
229	Julia la Dervot	Eastman, Bovey & Co. ....	.....	S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	35	53	25
278	Rosalie Richard	do .....	.....	S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	2	52	25
282	Mary Smith	do .....	.....	S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	3	52	25
224	Maria Devance	do .....	.....	S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	34	53	25
161	Baptiste Desjardin	do .....	.....	Lots 1, 2, and 3	3	52	25
295	Maria Slater	do .....	.....	Lots 2, 3, and 4	2	53	25
185	Francis Tiller	do .....	.....	N. $\frac{1}{2}$ N. E. $\frac{1}{2}$	25	53	25
297	William Slater	do .....	.....	S. W. $\frac{1}{2}$ N. W. $\frac{1}{2}$ and N. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	25	53	25
211	Francis Joudron	Henry T. Wells	April 19, 1870.	N. W. $\frac{1}{2}$ S. W. $\frac{1}{2}$ and S. E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	28	140	31
216	Angelic Klyne	do	April 19, 1870.	S. W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	28	140	31
279	Francis Roy	do	April 19, 1870.	S. E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	29	140	31
235	Mary McDonald	do	April 19, 1870.	S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	33	140	31
191	Abwriase Allard	do	April 19, 1870.	S. E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	20	140	31
263	Isabella Nean	do	April 19, 1870.	S. W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	21	140	31
				S. E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	33	140	31
				S. W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	34	140	31
				S. E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	5	139	31
				S. W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	4	139	31

182	Josette Foy	do	April 19, 1870.	E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	29	140	31
210	Julia McKay	do	April 19, 1870.	S. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$ and S. E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	22	139	31
217	Madaline Lapointe	do	April 19, 1870.	S. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$ and S. E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	4	139	31
221	Thomas Logan	do	April 19, 1870.	N. E. $\frac{1}{2}$ S. W. $\frac{1}{2}$ and S. E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	15	139	31
222	Pierre Levelet	do	April 19, 1870.	N. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$ and N. E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	9	139	31
157	Malcolm Cumming	do	April 19, 1870.	S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	15	139	31
256	Mary Anna Nolin	do	April 19, 1870.	E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	4	139	31
149	Joseph Caplet	do	April 19, 1870.	{ S. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	33	140	31
187	Nancy Fidler	do	April 19, 1870.	{ N. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	4	139	31
305	Benjamin Vandall	do	July 14, 1870.	N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	4	139	31
147	Margaret Kanado	do	July 14, 1870.	N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	6	46	28
143	Baptiste Berele	do	July 14, 1870.	W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	6	46	28
66	Addie Dumas	do	April 19, 1870.	{ N. W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	5	137	29
75	Margaret Pepin	do		{ N. E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	6		
33	Josette Viver	do		E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	33	141	32
21	Josette Frike	do		N. $\frac{1}{2}$ S. E. $\frac{1}{2}$	M. & B.	33	141
55	Edward Wells	do		W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	M. & B.	34	141
104	Joseph Richards	do			M. & B.		
35	Marie Plant	do			M. & B.		
92	Isabella Wells	do			M. & B.		
103	Margaret Richards	do			M. & B.		
36	Susan Richards	do			M. & B.		
34	Angelle Peranteau	do					
29	Susan Peranteau	do		{ N. E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	25	53	25
28	Madaline Layard	do		{ Lot 6	24		
30	Joseph Peranteau	do		{ N. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	25	53	25
26	Josette LeTramboise	do		{ Lot 5	24		
43		do		{ S. W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	19	53	24
		do		{ N. W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	30		
	Dorilus Morrison	do		W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	17	52	26
		do		N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	17	52	26
		do		S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	17	52	26
		do		N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	17	52	26
		do		W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	3	52	26
		do		W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	9	52	26
		do		E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	15	52	26
		do		N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	29	52	26
		do		{ S. E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	7		
		do		{ N. E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	18	52	26
		do		S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	29	52	26
		do		N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	33	53	26
		do		S. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$ and S. E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	29	53	26
		do		W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	29	53	26
		do		S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	29	53	26
		do		N. E. $\frac{1}{2}$ S. E. $\frac{1}{2}$ and S. E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	20	54	26
		do		S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	21	54	26
		do		S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	28	54	26
		do		W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	28	54	26
		do		N. $\frac{1}{2}$ N. E. $\frac{1}{2}$	32	54	26

SCHEDULE A.—Showing entries of land made under treaty of 1854, at Lake Superior, &c.—Continued.

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					Part of section.	Section.	Township.	Range.
			Dorilus Morrison		W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	14	52	26
			do		N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	14	52	26
			do		S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	14	52	26
			do		N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	14	52	26
			do		S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	14	52	26
			do		W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	14	52	26
			do		{ S. E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	4 }	52	26
			do		{ N. E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	9 }	52	26
			do		N. $\frac{1}{2}$ N. E. $\frac{1}{2}$	5	52	26
			do		S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	9	52	26
			do		W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	9	52	26
			do		S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	4	25	26
			do		S. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$ and S. E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	8	52	26
			do		N. $\frac{1}{2}$ N. E. $\frac{1}{2}$	32	53	26
			do		N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	32	53	26
			do		S. E. $\frac{1}{2}$ N. E. $\frac{1}{2}$ and N. E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	32	53	26
			do		S. $\frac{1}{2}$ S. E. $\frac{1}{2}$	32	53	26
			do		N. $\frac{1}{2}$ N. E. $\frac{1}{2}$	34	53	26
			do		S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	34	53	26
			do		E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	34	53	26
			do		N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	26	53	26
			do		S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	33	53	26
			do		W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	28	53	26
			do		N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	27	53	26
			do		S. $\frac{1}{2}$ N. W. $\frac{1}{2}$	27	53	26
			do		N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	27	53	26
			do		S. $\frac{1}{2}$ N. E. $\frac{1}{2}$	27	53	26
			do		Fractional S. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$ and S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	23	140	29
133	James Bruce	Dorilus Morrison, $\frac{1}{2}$; Wm. S. King, $\frac{1}{2}$; Wm. Windom, $\frac{1}{2}$;		E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	5	140	29
134	Francis Bruce	Mrs. C. D. Davidson, $\frac{1}{2}$		W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	5	140	29
132	Elizabeth Bruce	do		E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	7	140	29
142	Catherine Bruce	do		N. $\frac{1}{2}$ N. W. $\frac{1}{2}$	23	140	29
146	Nancy Campbell	do		S. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$ and S. E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	27	140	29
122	Thomas Brennon	do		W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	9	140	23
129	James Bird	do		Fractional S. W. $\frac{1}{2}$	28	140	28

257	Norbert Nolin	do	do	Fractional N. E. $\frac{1}{2}$	14	140	28
236	William McDonald	do	do	S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	20	140	28
169	Urbain Delaine	do	do			141	28
193	Augusta Guet	do	do			141	28
154	Ettinne Centois	do	do			141	28
115	James Francis Anderson	do	do			141	28
307	Maria Vandall	do	do				
308	Margaret Vandall	do	do				
313	Elizabeth Hogeman	do	do	E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	4	52	26
153	Margaret Price	do	do				
218	Madeline Leplant	do	do				
272	Margaret Ross	do	do				
158	Margaret Cumming	do	do				
285	Catharine St. Clair	do	do				
156	Charles Cumming	do	do				
228	Maria Lesperance	do	do				
223	Maria Lagamorce	do	do				
241	Alexander McGilles	do	do	N. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$ and N. E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	1	138	29
148	Madeline Champagne	do	do	E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	1	138	29
198	Joseph Hamlin	do	do	E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	1	140	30
103	James Kennedy	do	do	{ S. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	34 }	140	30
				{ N. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	3 }		
34	Michelle Alvis	do	do	{ S. E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	12 }	140	30
				{ N. E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	24 }		
20	Moses Perantiau	do	do	{ N. W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	5 }	138	29
				{ N. E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	6 }		
21	Louis Aamirole	do	do	E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	5	138	29
36	Louisa Amiate	do	do	E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	12	138	29
9	W. Delainie	do	do	{ S. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$	1 }	138	29
				{ N. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	12 }		
10	Joseph Delainie	do	do	W. $\frac{1}{2}$ S. W. $\frac{1}{2}$	12	138	29
3	Francis Marietta	do	do	E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	12	138	29
6	Charles De Montigny	do	do	W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	12	138	29
14	Atkin Centois	do	do	E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	11	138	29
15	Margaret Filme	do	do	S. E. $\frac{1}{2}$ N. W. $\frac{1}{2}$ and S. W. $\frac{1}{2}$ N. E. $\frac{1}{2}$	12	138	29
35	Antheuse Hope	do	do	N. $\frac{1}{2}$ S. E. $\frac{1}{2}$	11	138	29
22	Louis Barlam	do	do	S. W. $\frac{1}{2}$ S. E. $\frac{1}{2}$ and S. E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	11	138	29
23	Bazille Lucier	do	do	W. $\frac{1}{2}$ N. W. $\frac{1}{2}$	4	52	26
66	Seraphine Emmons	Aukney, Robinson & Pillet		E. $\frac{1}{2}$ S. W. $\frac{1}{2}$	10	51	26
120 D	Edward Harmon	do	do	N. E. $\frac{1}{2}$ S. W. $\frac{1}{2}$ and S. E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	10	51	27
77 D	Josette Burke	do	do	N. E. $\frac{1}{2}$ N. E. $\frac{1}{2}$	27	51	27
46 D	William Fairbanks	do	do	S. E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	21	51	26