

IN THE SENATE OF THE UNITED STATES.

MARCH 2, 1889.—Ordered to be printed.

Mr. CHANDLER, from the Select Committee on Indian Traders, submitted the following

REPORT:

[To accompany Senate bills Nos. 3522, 3582, and 3583.]

The Select Committee on Indian Traders respectfully reports that it has made the inquiry directed by the resolution which passed the Senate on the 5th day of March, 1888, as follows:

Resolved, That the Select Committee on Indian Traders be directed to inquire into the methods of allotting lands in severalty to Indians upon the Court Oreille, Lac de Flambeau, Bad River, Fond du Lac, and other Indian reservations in the northern portions of Wisconsin and Minnesota, and into the system under which Indians to whom lands have been allotted are allowed to sell the timber thereon; and especially to inquire whether or not adequate prices are paid to Indians under such sales, and that for the purpose of this resolution the committee be authorized to exercise all the powers heretofore conferred upon the committee by the Senate.

and presents to the Senate the testimony taken by the committee and the conclusions reached from such testimony.

The facts disclosed by the investigation show—

(1) Inexcusable neglect of duty and serious administrative incapacity on the part of the late Commissioner of Indian Affairs, Mr. J. D. O. Atkins; and

(2) Willful and deliberate disobedience of laws and orders, and gross abuse of official power on the part of the Chippewa Indian agent, Mr. James T. Gregory;

All resulting in the oppression and spoliation of hundreds of destitute, ignorant, and helpless Indians, who, as wards of the nation, had been for care and protection mistakenly confided to these two unfaithful officers.

(3) For the misconduct of Agent Gregory and for the wrongs done by him to the Indians since March, 1888, the Secretary of the Interior, Hon. William F. Vilas, is also fully responsible and is censurable.

It remains to recite the facts which both justify and require the foregoing arraignment of the Commissioner, Agent, and Secretary.

The principal Chippewa Indian reservations included within the La Pointe Agency, located at Ashland, Wis., are (1) the Fond du Lac Reservation in Minnesota, (2) the Bad River, (3) the Lac Court Oreille, and (4) the Lac de Flambeau Reservations in Wisconsin.

The size of the reservations and the Indian population thereon appear as follows :

Reservations.	Acres.	Indian population.
Fond du Lac	100, 121	455
Bad River	124, 333	508
Court Oreille	69, 136	1, 170
Flambeau	69, 824	468
Total		2, 601

These reservations have abounded in pine timber of excellent quality, equal in value to any timber in the neighboring sections. An estimate of the quantity growing in 1882, before any cutting began, is as follows :

	Feet.
Fond du Lac	200, 000, 000
Bad River	100, 000, 000
Court Oreille	400, 000, 000
Flambeau	300, 000, 000
Total	1, 000, 000, 000

This timber, properly disposed of for the benefit of the Indians, should have produced net at least \$2 per 1,000 feet, making \$2,000,000, amounting for each Indian to \$770, which, carefully invested, would have given each an annuity of \$40, or enough, taking the Indians in families, to feed them. With the Indians doing the logging themselves, their labor, estimated to average \$3 per 1,000 feet, would have brought into circulation among them \$3,000,000. This employment of the Indians would have extended over twenty or thirty years, and the habits of labor thereby acquired, with other incidental results, would have greatly benefited the Indians beyond the moneys received, and would have made them self-supporting citizens.

Under the system of disposing of the timber actually adopted the amount of timber which has been cut is as follows :

	Feet.	
Fond du Lac :		
1885-'86	5, 357, 911	
1886-'87	17, 866, 130	
1887-'88	41, 461, 910	
		64, 685, 951
Bad River :		
1882-'83	2, 569, 904	
1883-'84	13, 365, 448	
1884-'85	888, 933	
1885-'86	12, 077, 702	
1886-'87	23, 202, 972	
1887-'88	31, 405, 420	
		83, 510, 379
Court Oreille :		
1882-'83	3, 302, 880	
1883-'84	31, 391, 950	
1884-'85	25, 260, 760	
1885-'86	46, 510, 156	
1886-'87	78, 069, 770	
1887-'88	88, 347, 340	
		272, 882, 856
Flambeau :		
1886-'87	9, 627, 885	
1887-'88	28, 991, 410	
		38, 619, 295
Total		459, 698, 481

The timber is thus seen to be nearly half gone from the reservations. The amount cut each year on all the reservations appears as follows:

Amount cut, season of—	Feet.
1882-'83	5, 872, 784
1883-'84	44, 757, 398
1884-'85	26, 149, 693
1885-'86	63, 945, 769
1886-'87	128, 766, 757
1887-'88	190, 206, 080
Total.....	459, 698, 481
1888. Estimated quantity remaining on reservations named.....	540, 000, 000

The financial result of the lumber operations which have thus stripped the reservations of half the pine timber is shown by the following statement:

Statement of logging operations on Court Oreille, Lac de Flambeau, Bad River, and Fond du Lac Indian Reservations, under the La Pointe Agency, for the season designated.

Season.	Contracts.	Timber cut.	Total value.	Cost of banking.	Net profits to Indians.	Paid to Indians in merchandise.	Paid Indians in cash.
		<i>Feet.</i>					
1882-'83	42	5, 872, 784	*\$34, 908. 49	(l)			
1883-'84	88	44, 957, 298	245, 871. 45	(f)			
1884-'85	76	26, 149, 693	147, 536. 67	(f)			
Total.....	206	76, 979, 775	428, 316. 61				
1885-'86	178	63, 945, 769	350, 325. 34	219, 043. 88	\$131, 286. 46	\$58, 006. 70	\$78, 274. 76
1886-'87	294	128, 766, 357	726, 414. 57	452, 953. 15	273, 461. 42	102, 285. 03	171, 176. 39
1887-'88	731	190, 206, 080	1, 083, 776. 91	655, 555. 50	428, 221. 41	278, 583. 77	149, 637. 64
Total.....	1203	382, 918, 206	2, 160, 516. 82	1, 327, 552. 53	632, 969. 29	438, 875. 50	394, 088. 70
Total as above	206	76, 979, 775	428, 316. 61				
Grand total	1409	459, 897, 981	2, 588, 833. 43				

* Returns are so incomplete that the total value is estimated: 2,541,300 feet, value of \$14,761.17 (page 2,771) 760,900 feet, value of \$4,945.84 (page 278 and 279). Total, 3,302,200 feet, value of \$19,707.01.

The average value per thousand would be \$5.99, which gives the value of whole amount of timber cut, 5,872,784 feet, \$34,908.49.

† Work done by Indians.

From the above table it appears—

(1) That during the three years prior to the summer of 1885, 206 contracts made by the Indians for the sale of their pine timber, covering 76,979,775 feet, realized \$428,316.61, which, as the work was done by the Indians, resulted in the useful introduction of nearly that sum of money among the tribes.

(2) It appears that during the three years after the summer of 1885 1,203 contracts made by Indians, covering 382,918,206 feet, realized to the Indians \$394,088.79 in cash and \$438,875.50 in merchandise. Reducing the merchandise to a cash value of one-half of the prices charged the Indians, and the amount realized by them appears to have been \$613,526.54 for their 382,000,000 feet of timber.

Since 1885 the timber cutting has been done mainly by white lumbermen, and the Indians have derived little if any benefit from the \$1,327,552.53 reported as the cost of banking the timber; while on the other hand they have been encouraged in habits of idleness and vice by the distribution among them of the proceeds of their lumber cut

and carried away by other hands. Very little of their money is left to them, their timber is one-half gone, and they are likely soon to be dependent on the Government for support. The injury done by despoiling them of their timber will be further apparent as this report proceeds. The first inquiry will be, how happened these remarkable results to come about?

The cutting of timber on the reservations began in 1882 under a system devised by Commissioner Hiram Price and Indian Agent William R. Durfee. The Chippewa Indians under the treaty of September 30, 1854 (10 Statutes at Large, 1109), were entitled to allotments of land in severalty, and about the year 1882 began to ask for such allotments in order to utilize the pine timber thereon. The system first adopted to govern the cutting of timber is described by Agent Durfee in his testimony (page 1007). Its principal limitations upon the rights of the Indians material to be considered in the present inquiry were contained in a circular letter issued by Mr. Durfee (page 11), and were as follows:

They will not be permitted to sell stumpage, neither will white crews be allowed to do the work, but the Indians themselves must cut and sell, delivered on the bank of a driving stream, lake, or at mill, as may be desired.

The censure expressed in this report upon Commissioner Atkins and Agent Gregory is based mainly upon the fact that while the foregoing limitations—that the Indians should not sell stumpage, but should themselves cut and deliver the timber, and that no white crews should be allowed—were observed and obeyed during the three years prior to 1885, in which 76,779,875 feet of timber were cut by the Indians, they were absolutely disregarded and defied during the three years subsequent to 1885, in which 382,548,047 feet were cut almost entirely by white lumbermen.

That the limitations were observed prior to 1885 is expressly stated in Mr. Durfee's testimony (pages 1007 to 1033). With reference to the exclusion of white lumbermen from the reservations, his evidence is as follows (page 1013):

Q. You may state your plan of doing the business or allowing it to be done during those three winters under your system.—A. During the first two winters, at my recommendation Commissioner Price allowed me to employ a white foreman in each camp, a white cook in each camp, and white teamsters. This was done during the first two winters. At the end of that time, as I had had some little trouble caused by men getting an extra number of teamsters and claiming their teams were in the barn, and in lost time of the Indians in having to care for teams, and to conduct the business, I recommended that the use of white men be disallowed altogether, and I was instructed by the Department to that effect, that I should disallow the use of white men.

Q. Do those instructions appear in the book of printed testimony as you have seen them?—A. Yes, sir.

Q. What was the fact as to white labor in the winter of 1884-'85?—A. There was practically no white labor used during the winter of 1884-'85. There is a great deal of territory to look over, and occasionally a white man would get into the camps, but as soon as he was discovered he would be turned out. There was no large number, however; but in the case of one or two in camp, as soon as we discovered it we turned them out. In two of the camps where, in direct violation of the instructions and after remonstrance they purposely and intentionally violated the regulations by running in a number of white men, I stopped the work until they complied with the regulation.

Q. That is, where the Indian contractor who had sold the timber and was to bank it took white labor on you stopped him?—A. Yes, sir. The farmers on each reservation were instructed to allow no white labor whatever, and where a white man was found in the camps to see that he was discharged immediately.

Confirmation of Mr. Durfee's above testimony is found in the fact, above appearing, that while during the winter of 1883-'84, 44,757,398

feet of timber had been cut, there were cut in the winter of 1884-'85 only 26,149,693 feet.

Upon the advent to power in March, 1885, of a national administration eager to serve personal and political ends, one class of its favorites sought out the traderships at the various Indian agencies with black-mailing designs, and another class turned their longing eyes toward the valuable forests of pine timber upon the Chippewa Indian Reservations. But the latter saw that under the system adopted by the previous administration and conducted by Mr. Durfee there could be no chance for plunder or illegitimate profit. To break down the system directly it was seen might be difficult. It was determined to do it more easily by indirection, and, as a first step, to find as Mr. Durfee's successor some person who would wield unscrupulously the vast powers of the Indian agency.

Such a person was found, as is shown by the testimony of John H. Knight, of Ashland, Wis., who came to Washington of his own accord, and was at his own request examined by the committee. He was formerly a Republican and a register of the land office at Bayfield, Wis. He voted for Garfield in 1880, but became a Mugwump in 1884 and voted for Cleveland and Hendricks; and he has, by due degrees, become a Democrat. He is the president and principal stockholder of the Superior Lumber Company, of Ashland, in which Mr. Vilas is a large stockholder, and of which D. A. Kennedy is the superintendent.

Into the service of this company as a scaler or measurer of logs came, in 1881, James T. Gregory, a naturalized Canadian, who had been a store clerk and had also worked in a drug store. After four years' work as a scaler he became a book-keeper for the company. They started the Ashland National Bank and he took office as its cashier, and was so employed in May, 1885. Mr. Knight requested Mr. Vilas, then Postmaster-General, to procure the appointment of Gregory as Indian agent; the appointment was promptly made, and he entered upon his duties May 19, 1885.

Mr. Knight's object in appearing before the committee was to repel impressions that had become prevalent that the reason for the appointment of Gregory had been to enable the Superior Lumber Company to make timber contracts with the Indians, and he testified that the company had made no such contracts, and had not dealt in logs received from the Indian reservations. No reliable testimony appeared to the committee to contradict Mr. Knight's denials, so far as the lumber company was concerned.

The prior belief to the contrary, however, was quite natural and easily accounted for, as will be apparent from reading the following letters, written to the Indian farmer on the Court Oreille Reservation :

ASHLAND, October 6, 1885.

DEAR SIR: The contract with the Gogwayon was intended to be made in the name of D. A. Kennedy, instead of ours, and we return same to you with others drawn in Mr. Kennedy's name, which please have signed instead of those you sent us. We have also sent a copy of the agreement for supplies with Mr. Kennedy's name substituted for Denominie's. Please fix these up and return to Mr. Kennedy and oblige,

Yours, truly,

SUPERIOR LUMBER CO.

Mr. N. E. PERO,
Lac Court Orielle, Wis.

We have left the range number blank in the supplies agreement, as it does not agree with the contract in the papers sent us. Please fill up, and oblige.

ASHLAND, October 30, 1885.

DEAR SIR: Yours of the 27th received. I send you \$50 by express for the old lady mentioned. Thought first of sending you a draft, but concluded that currency would be more convenient, and so will send it to your address at Hayward, which I believe is your nearest express office. We inclose the contracts herewith, which are not certified to by the interpreter. Please fill out and sign the certificate, same as you did on other contracts, and also get the name of another witness, and return same to me at your earliest convenience.

Yours, truly,

N. E. PERO, *Lac Court Orielle, Wis.*

SUPERIOR LUMBER CO.

ASHLAND, October 16, 1885.

N. E. PERO:

I have not had the pleasure of being personally acquainted with you, but I suppose you know me in the same manner that I know you (that is, by reputation). I am superintendent of the Superior Lumber Company. You will recollect my name in connection with the Catholic Knights of this place. I write you this fully because I am asking to change the papers made to Superior Lumber Company to my name. I am supplying John Denomie, and he will do the logging the same as before under contract with me. Anything you can do for me in this matter will be fully appreciated.

Respectfully, yours,

D. A. KENNEDY.

The foregoing letters, signed "Superior Lumber Company," were actually written by direction of D. A. Kennedy, superintendent of the company, by a clerk in the office of the company, who at first supposed the contracts were to be made in the name of that company when they were only the contracts of D. A. Kennedy.

As a matter of fact, Mr. Kennedy engaged to some extent in the business of contracting with Indians for their timber on the Bad River Reservation. Why it was considered expedient that the Superior Lumber Company should refrain from making such contracts under the protection of their late employé, Gregory, who had been created by them the Indian agent, while Kennedy, their superintendent, went on in his own name to make some such contracts, is not apparent to the committee.

Whatever Mr. Knight and the Postmaster-General, when they secured the appointment of Gregory, may have intended concerning the relations of the Superior Lumber Company or its superintendent to timber contracts with the Indians, their purpose with reference to his general management of the business of his agency may be justly inferred from what he actually did. Law and regulation were alike set at defiance by Mr. Gregory. He seemed to have thought that his duty to some one—certainly not the Government nor the Indians—was to open the Indian reservations to rapacious lumbermen, to deprive the Indians of their timber under the flimsiest forms of contracts, and to enrich the lumber contractors within the shortest possible period with the spoils of a dependent, hopeless, helpless, and subject race, having no rights which the agents or supporters of the new administration were bound to respect.

The general result of three years of Mr. Gregory's wrong-doing as agent was stated by this committee in a letter dated March 12, 1888, to Mr. Vilas, who had then become Secretary of the Interior and responsible in form and in fact for the dishonorable and disgraceful treatment of the Chippewa Indians. The letter of the committee (Testimony, page 256) contains the following:

The foregoing condensed summary of the case, as it now appears to the committee, leads to this general result: That a plan originally designed to benefit the Indians,

by giving them for many years useful employment and reasonable sums of money, while removing from the reservations only trees which could be judiciously spared and leaving the rest suitably preserved and located, has been perverted into a system under which greedy contractors have rushed upon the reservations; have aroused the desires of the Indians to obtain money without work; have made contracts practically unlimited as to the number of trees to be cut; have brought in swarms of white lumbermen to do the work; have already absolutely denuded the finest timber tracts, and are stripping the allotments so rapidly, that it is probable that within two or three years the pine lumber of the reservations will all be gone, and that not long thereafter the temporary and delusive prosperity of the Indians will cease, and the Government will be asked for appropriations for their support. Unless the testimony taken can be shown to be erroneous, there has been the grossest mal-administration on the part of the local United States officials in charge of the Chippewa reservations.

If the committee's above description of the results of Mr. Gregory's work, after his appointment on the recommendation of the Postmaster-General and Mr. Knight, is correct, it may naturally be asked, Where, during all this period of maladministration, were the Secretary of the Interior, Mr. Lamar, and the Commissioner of Indian Affairs, Mr. Atkins? The answer must be, so far as the committee can ascertain, that they were both asleep. It does not appear, so far as the transactions narrated are concerned, that there was any Secretary of the Interior. As to the Commissioner, his ignorance of what was being done upon his responsibility by Mr. Gregory, is pitiful, and would be ludicrous if it were not disgraceful to the Government that one of its officials could be so utterly inefficient.

Let us look at the record. The fact that the reservations were being stripped of their timber by unlimited gangs of white lumbermen had long been known to the Wisconsin public. A representative of this committee had visited Ashland and made a memorandum of such facts as he could learn; which thereby became known to several members of the Senate. On the 1st day of February, 1888, Senator Spooner wrote a letter of inquiry to Commissioner Atkins, to which he received the following elaborate reply (page 257):

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, February 3, 1888.

SIR: Referring to your letter of the 1st instant, requesting to be informed "under what laws, regulations, or restrictions the Chippewa Indians of Wisconsin are permitted to dispose of their timber on lands allotted under the treaty of 1854, or under the Dawes act," I have the honor to state that under the provisions of the said treaty (September 30, 1854, Stat. 1109) over 500 Indians have received patents for 80-acre tracts, variously located on the Lac Court d'Oreilles, Bad River, and Red Cliff Reservations, restricted against sale, lease, or alienation without consent of the President of the United States.

Most of the lands patented are heavily timbered with pine, and the Indians being desirous of turning the timber to account, authority was, on September 23, 1882, granted by the Department for all such patentees to cut and sell the timber from three-fourths of the patented tract, leaving the remaining one-fourth of the timber in a compact body, intact for their future use for fuel, fencing, etc.

The Indians were not permitted to sell stumpage, neither were white crews to be allowed on the reservations to do the work, but the Indians themselves were to cut and sell, delivered on the bank of a driving stream, lake, or at mill, as should be agreed upon with the purchaser.

The logs were to be scaled by a competent person, approved by the United States Indian agent, and scaling charges were to be paid equally between the parties to the contract.

Payment was to be made to the Indian owner from time to time during progress of the work, as should be agreed upon between the contracting parties, final payment to be made before removal of the logs.

The Indians were to be at liberty to make their own contracts, subject to the approval of the United States Indian agent and the Commissioner of Indian Affairs.

Bonds were required to be given by the purchaser in a sum sufficient to insure the faithful performance of the contracts, subject to like approval.

These general regulations have been in force since the winter of 1882, when the logging operations at the La Pointe Agency commenced. Additional instructions, rendered necessary by circumstances and the unforeseen development of the work, have from time to time been given to the several agents in charge, but the general plan, as above outlined, remains substantially the same, and, notwithstanding the provisions of the sixth section of the general allotment act of February 8, 1887 (24 Stat., 388), declaring every Indian born within the territorial limits of the United States to whom allotments shall have been made thereunder by any law or treaty, to be a citizen of the United States, is still held by the Department to be absolutely necessary for the protection of the Indians until Congress shall cease to provide an agent for them.

In cases where patent has not issued, the approval of the selection and allotment by the President, in accordance with article 3 of the treaty of September 30, 1854, is held to be sufficient authority for the allottee to contract, without waiting on the delay for patent to issue.

Forms of agreement and bonds in use at the La Pointe Agency are herewith inclosed.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

Hon. J. C. SPOONER,
United States Senator.

There did not appear to be the slightest suspicion in the mind of Mr Atkins on February 3, 1888, when he wrote this letter, that there had been any violation on the reservations of the rules which he reports to Senator Spooner as then existing and in force, namely (page 258):

The Indians were not permitted to sell stumpage, neither were white crews to be allowed on the reservations to do the work, but the Indians themselves were to cut and sell, delivered on the bank of a driving stream, lake, or at mills, as should be agreed upon with the purchaser.

Many complaints had been made to the Interior Department by Indians and others of the abominable management of Gregory, and various special agents had been sent to the reservations to investigate and make report. But the agents either failed to discover and report the facts, or their reports fell on deaf ears when they reached the Commissioner and Secretary. The Indian tribes requested permission to send delegations to Washington to represent the distressing condition of affairs, but it was denied. At last some of the Indians borrowed money and came here, and, their complaints coming to the knowledge of this committee, the resolution for an inquiry was, on March 5, 1888, offered in the Senate and adopted.

The first witness summoned was the Commissioner, Mr. Atkins, who testified March 8. His evidence commences on page 2. He produced, as the form of the authorized contract to be made by the Indian with the purchaser of his timber, the following (pages 6 and 7):

This agreement, made and entered into at the La Pointe Indian Agency, Wisconsin, this ____ day of _____, 188____, between _____, of _____, party of the first part, and _____, of _____, party of the second part, witnesseth: That the said party of the first part, having received from the United States a patent, subject to certain reserved rights vested in the President of the United States, to the _____, situated upon the _____ reservation, in the State of Wisconsin, agrees to cut, in a good and merchantable manner, into logs of the length of _____ feet, from the merchantable pine timber upon three-quarters of the said tract, the boundaries of which shall be designated by the United States Indian agent in charge of the above-named agency, and be incorporated into and become a part of this contract, and that none of the logs shall measure less than _____ inches at the small end, and to deliver _____ thousand feet, more or less, of said logs upon the bank of _____, to the party of the second part, for the sum of _____ per thousand feet, board measure, as scaled upon the bank by a competent scaler, who shall be approved by the United States Indian agent above mentioned.

In consideration of the above agreement and sale, the party of the second part agrees to pay to the said _____, so fast as the logs are delivered upon the bank, in lots of _____ thousand feet, _____ of the purchase money; that is to say, when

— thousand feet are delivered, the sum of — shall be paid thereon, and for each subsequent — thousand feet so delivered an equal amount shall be paid, and the remainder of the purchase money shall be paid — when the logs shall be considered delivered to the party of the second part, and this contract shall terminate. The expense of scaling the logs upon the bank shall be equally divided between the parties of the first and second part to this agreement.

This contract shall be valid and binding only after having the approval indorsed thereupon of the United States Indian agent in charge of the above-named reservation and the honorable Commissioner of Indian Affairs, and shall not be assigned or sublet under penalty of annulment thereof.

Witness the hands and seals of said parties the day and year first above written.

_____. [SEAL.]
_____. [SEAL.]

In presence of—

UNITED STATES INDIAN SERVICE,
La Pointe Agency, _____, 188—.

I certify that prior to signature the foregoing agreement was read and carefully explained by me to the above-named _____, who appeared to fully comprehend and voluntarily executed the same in my presence.

Official Interpreter.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
_____, _____, 188—.

LA POINTE AGENCY, Wis.,
_____ Reservation, _____, 188—.

APPROVED :

Commissioner.

WITH

Recorded "La Pointe Timber Contract
Records," land div., Indian Office, vol.
_____, p. _____.

CONTRACT
for sale and delivery of pine timber on

LA POINTE AGENCY, Wis.,
_____, _____, 188—.

The within contract is hereby approved
and respectfully transmitted for the action
of the Commissioner of Indian Affairs.

U. S. Indian Agent.

Mr. Atkins was then examined as follows (pages 9 and 10) :

Q. I will ask you whether the system which was adopted in 1882 contemplated that the cutting of the logs and the drawing them to the place of delivery, whether at the bank of the stream or at the mill, should be done by the Indians themselves who make the contracts, and that other men, white hands from off the reservation, should not be allowed to take part in the cutting; was that the system adopted in 1882 or not?

The WITNESS. I prefer to answer in my own way.

The CHAIRMAN. Certainly; you may do so.

The WITNESS. The stumpage system has not been encouraged since I have been in the Indian Office. Some white men necessarily have been employed, and were at the beginning, to teach the Indians how to cut timber and to bank it—how to haul it. But more recently the Indians have been doing the most of this work themselves under the instruction of some man who probably was sent there by the contractor

to assist them and aid them. But they cut the timber and do the work mostly themselves, and the object of the office is to have them do it in order to teach them to work and get them into habits of industry. Does that answer your question?

The CHAIRMAN. You may answer in your own way, and I will ask you another question if I am not satisfied.

The WITNESS. If I have not covered the ground I should like you to state it.

Q. I will ask you the question whether, as you understand, the system which was first adopted in 1882 contemplated that Indians, and Indians alone, should do the cutting of the timber?—A. That was the prime purpose at the beginning, that the Indians should do so. But when the logging system first began, as I endeavored to state to you before, some white men were allowed to assist them, and more white men were allowed to assist them in those days than at this time, because the Indians have learned more about it. But so far as the purpose of the office was concerned, as I understand it, in 1882 that was the object of the office, to let the Indians do the work mostly if they could.

Q. You may look now at the form of contract which has been put in and see whether it provides that the party of the first part (being the Indian) shall cut the timber and deliver it to the party of the second part?—A. Yes, sir; I think it does.

Q. Do I understand you then to say that that clause has been conformed to, or has it been departed from?—A. I do not understand that it was conformed to at the beginning, strictly. But we have conformed to it more strictly recently, at least that is my understanding, and those are the instructions which have been given. But at the beginning it was not so conformed to, for the reason I gave, that it was in the incipency of the work and the Indians did not understand it so well, and hence more white people were allowed at the beginning than now.

Mr. Atkins also produced, as the origin of the system of timber contracts, the circular of Mr. Durfee containing the clause heretofore recited, namely (page 11):

They will not be permitted to sell stumpage, neither will white crews be allowed to do the work, but the Indians themselves must cut and sell, delivered on the bank of a driving stream, lake, or at mill, as may be desired.

As the examination proceeded Mr. Atkins was questioned as follows (pages 26 and 27):

Q. You may state now whether any complaints have been made to you that white men, other than foremen, cooks, and teamsters, have been at work on these Chippewa reservations getting off timber.—A. Recently there have been.

Q. How recently?—A. Well, last week such complaints were made and possibly some of them were made before; I do not recollect.

Q. You do not recall any complaints?—A. No, sir; I do not.

* * * * *

Q. If large numbers of white men have been taken on by those contractors either last winter or this winter, it is not known to you?—A. No, sir; it is not.

* * * * *

Q. There are in Washington now Chippewa Indians to make complaints, are there not?—A. Yes; they are here now.

Q. How many of them?—A. There [indicating] is one, and there [indicating] is one, and there [indicating] is a white man who I suppose came with them. There are about seventeen of them, I think.

Q. They have laid their complaints before you?—A. Yes, sir; they did so last week.

Being examined as to the supposed violation of the rule prohibiting the Indians from selling stumpage, Mr. Atkins testified as follows (page 31):

Q. Has the specific complaint ever been brought to your attention that the contractors with the Indians, having executed the form of contract, turn around and make a contract with him that they will cut and bank the timber?—A. Sublet it, do you mean?

Q. No; that instead of the Indian's going and banking the timber, the contractor himself will do it and charge the Indian a certain price per thousand, to be deducted from the contract price?—A. That may exist, but if it does exist I do not know it, and it is not the policy of the office to allow it.

Q. But no complaint of that kind has been called to your attention?—A. No, sir; I do not think so, unless in this recent complaint; I do not know about that.

Q. If such a system had prevailed, then of course the amount that the Indian

would realize would depend not upon the sum named in the contract, but altogether upon what the contractor charged him for cutting and banking the timber, would it not?—A. I presume that would be true.

Q. And if such a system existed that would be a violation of the rules and regulations of the Department and an abuse?—A. I should so regard it; I should treat it as an abuse, yes, I would. But I do not know that that has ever existed; I do not think I have ever heard of it, although I may, for what I have heard and what I have not heard in the Indian Office is something that is beyond recollection.

Q. I am only asking for your impressions. But if any considerable number of white men are on those reservations cutting timber they must cut under some such a provision with the Indian contrary to the face of the contract, must they not?—A. I will say this: If there are any white men on the reservation cutting timber, it is without the knowledge of the Indian Office and would not have been allowed.

Q. And if they are there and doing this work, it must be by a modification of the formal paper contract, must it not? They do not cut the timber for the Indian and pay the Indian the same price?—A. If they are there, they are in violation of the orders and in violation of what the Indian Office understands to be the contract.

Q. I understand you, by way of repetition, to say that you have endeavored rigidly and in good faith to carry out the system that you found in existence when you came in that Office?—A. Yes, sir.

Q. And you have not altered it to your recollection?—A. I have not. Allow me to say there may have been changes, but I do not call them to mind. I do not know whether there have been any changes or not. It is impossible for me to know almost, unless my attention is called to it at the time and it should make a very serious impression on my mind. I can not recollect those things.

Mr. Atkins, while testifying, read from the report of Commissioner Price for 1884 the following (pages 14 and 15):

By selling the stumpage, the Indian owners would get their money without labor; the remainder of the Indians would be left idle; in a short time the timber would be cut off, and the Indians not having acquired the habit of labor, and naturally improvident, with money easily acquired, would be poorer and more dependent than ever. Owing to the want of knowledge of logging operations, caring for and handling teams, etc., by the Indians, the agent was at an early stage of the proceedings authorized to allow the employment of white foremen, cooks, and teamsters to a limited extent in the lumber camps.

and then Mr. Atkins added:

That is what I have reference to—that at the beginning of the system more white people were allowed there than now (page 15).

Mr. Atkins was further asked (page 34):

Q. I will ask you if you have taken any other action on the complaints of the Indians now in town except what you stated yesterday?—A. The only action I have taken is this: This morning I telegraphed Agent Gregory to know whether there are any white men cutting timber on any reservation under his charge, and, if so, by what authority.

Q. Will you furnish the committee with the answer you may receive to that telegram as soon as received?—A. I will, with pleasure, because if he is employing any white men on the reservation other than a mere teamster, cook, or somebody of that sort that is usually there, he is doing it without any authority from the Indian Office and without its knowledge.

While Mr. Henry E. Hindmarsh, clerk of the land division of the Indian Office, was under examination, Mr. Atkins asked him the following question (page 38):

Commissioner ATKINS. I want to ask Major Hindmarsh if any authority, in any manner that he is cognizant of, has been given to Agent Gregory to allow white men to go there and cut timber?

The WITNESS. No, sir.

The committee, having thus in the outset of the investigation, been met by the positive testimony of Mr. Atkins that no stumpage contracts with the Indians were permitted; that no white men were allowed on the reservations except foremen, cooks, and teamsters; and that even fewer white men were then allowed than formerly, dubiously pro-

ceeded to examine, principally through interpreters, the Indians who had found their way to Washington on borrowed money and against the will of Mr. Gregory and Mr. Atkins, and there were immediately developed by irrefragable testimony the most astounding facts, which are here summarized in the language used, when they were at once reported by the committee to Secretary Vilas in the before-mentioned letter of March 12, 1888, as follows (page 256):

I.

Although the form of the original contract is still used, yet the custom is for the purchasers of the timber from the Indians to guaranty that the latter shall realize a fixed amount as stumpage, and the purchasers then cut the timber and haul the logs themselves.

II.

The purchasers of the timber, doing their own lumbering, employ white men. Witnesses estimate that there are now at work upon the Court Oreille Reservation 200 Indians and 1,400 white men; upon the Flambeau 25 Indians and 125 white men; upon the Fond du Lac 25 Indians and 150 white men, and upon the Bad River 30 Indians and 400 white men.

In view of these remarkable disclosures, and as it had in addition, appeared from Mr. Atkins's own testimony that he had approved no contracts whatever allowing any timber to be cut during the season of 1887-'88, the committee also in their letter of March 12 suggested to Secretary Vilas that it was advisable to give orders by telegraph to stop immediately the cutting down of any more trees upon the reservations. The Secretary, under date of March 13, acknowledged the receipt of the committee's letter and said of the testimony taken:

I understand from the Commissioner of Indian Affairs that it is only such as has been produced by the complainants, and that the purport of it was an entire surprise to him.

By this time Commissioner Atkins had rubbed his eyes and aroused himself from his slumbers. He at once began a chase after his agent, Gregory, who, it seems, as the end of each lumber season approached and swarms of white lumbermen in unlimited numbers crowded upon the reservations, slashing down the finest trees of the despoiled Indians, was in the habit of taking a vacation, on account of catarrh, at Hot Springs, Ark. The telegraphic hunt was as follows (pages 162 and 163):

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., March 9, 1888.

To GREGORY,
Agent, Ashland, Wis.:

Are any white men cutting timber on any reservation under your charge; and, if so, by what authority, and on what reservation?

J. D. C. ATKINS,
Commissioner.

ARLINGTON HOTEL,
Hot Springs, Ark., March 10, 1888.

To COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.:

On all reservations where logging is being done white men are more or less employed, but strictly in accordance with my instructions Indians in all cases are given preference, and none who will work are denied, and it is not only necessary but beneficial to allottees and the Indian laborers. I will be here three weeks.

GREGORY,
Agent.

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., March 10, 1888.

To J. T. GREGORY,
Arlington Hotel, Hot Springs, Ark.

Your dispatch unsatisfactory. Are any white men cutting timber on reservations? If so, how many, who employed them, and by what authority?

J. D. C. ATKINS,
Commissioner.

ARLINGTON HOTEL,
Hot Springs, Ark., March 10, 1888.

To COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.:

I am not certain that I understand your inquiry. The white men cutting timber, referred to in my message, are there in the employ of allottees. Allottees sell their logs delivered on bank of streams, and then generally make a contract with experienced loggers to bank them. Some are able to bank logs themselves. In both cases experienced and skilled white men are employed for special duties, and when Indians can not be had, white men are employed as common hands. I can not tell how many white men are thus employed. Those so employed are there under my authority. In this respect it is the same as has been done every year heretofore.

GREGORY,
Indian Agent.

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., March 13, 1888.

To GREGORY,
Agent, Ashland, Wis.:

You will immediately put a stop to the cutting and felling of trees on all reservations under your charge, whether under existing contracts with Indians or otherwise.

J. D. C. ATKINS,
Commissioner.

As soon as possible Agent Gregory was summoned before the committee, and he was examined March 23, 1888. It is sufficient to say that he denied none of the facts in this report already stated. Thereupon, and while awaiting copies of papers from the Indian Office, correspondence took place between the chairman of the committee and Commissioner Atkins and Secretary Vilas as follows:

UNITED STATES SENATE,
SELECT COMMITTEE ON INDIAN TRADERS,
Washington, D. C., March 31, 1888.

SIR: Calling your attention to the testimony before this committee of James T. Gregory, Indian Agent at Ashland, Wis., I desire to be informed whether or not Mr. Gregory and the Indian farmers are to be continued in office during the further investigation which may be made by the committee.

Yours very truly,

WM. E. CHANDLER,
Chairman.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs.

UNITED STATES SENATE,
SELECT COMMITTEE ON INDIAN TRADERS,
Washington, D. C., March 31, 1888.

SIR: Copies of the evidence taken by this committee down to and including page 258 have been forwarded to you.

By the testimony of James T. Gregory, Indian agent at Ashland, Wis., the statements made in my letter to you of March 12, showing the destruction of the safeguards of the system of timber contracts, have been completely verified. Mr. Gregory admits the facts substantially as charged by me, and takes the responsibility of his acts and for not reporting them to the Commissioner of Indian Affairs.

Before proceeding further with the investigation directed by the Senate I desire to know whether or not you intend to retain Mr. Gregory and his subordinates in office or to commit the care of the reservations and of the helpless Indians thereon to other officials.

Yours, very truly,

WM. E. CHANDLER,
Chairman

Hon. WILLIAM F. VILAS,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Washington, April 7, 1888.

SIR: I have the honor to acknowledge the receipt, on the 2d instant, of your communication, dated the 31st ultimo, in which you say that, by the testimony of James T. Gregory, Indian agent at Ashland, Wis., the statements made in your letter of March 12, showing the destruction of the safeguards of the system of timber contracts, have been completely verified; that Mr. Gregory admits the facts substantially as charged by you, and takes the responsibility of his acts, and for not reporting them to the Commissioner of Indian Affairs, and that, "before proceeding further with the investigation directed by the Senate," you desire to know whether or not I "intend to retain Mr. Gregory and his subordinates in office," or to commit the care of the reservations and the helpless Indians thereon to other officials.

I am also in receipt, by reference of the Commissioner of Indian Affairs, of a letter of the same date addressed by you to him, making a similar request.

It does, indeed, seem clear from Mr. Gregory's testimony that the written instructions of the Indian Office were disregarded in some particulars, and, in strict discipline, he merits reprehension for failure to obey them as written. But he strongly negatives any intent of wrong, shows that, in part, his course has been similar to that pursued without objection from the Indian Office by his predecessor and himself since timber was first cut on the reservations, and maintains that in every point of departure his action has been highly advantageous to the Indians interested. So far from appearing to suppose himself guilty of wrong-doing, he has, without apparent concealment or hesitation, testified freely and openly to all the facts, and avowed his sole responsibility for the action taken, in the obvious belief that it merits approval instead of censure, claiming his justification for departure from instructions in the course of business previously permitted and in beneficial results realized under his management, and appearing to think he was clothed with a larger discretion than the instructions authorized.

Mr. Gregory has been for years personally known to me, and his character as an honest, upright, and trustworthy man, of good business capacity and practical acquaintance with the business of timber cutting, warrant at least such confidence in his judgment as to require a careful consideration before it is set aside. If it should appear from further testimony that his management of this business has been to the advantage of the Indians and the public service, as he claims, then, in the absence of any bad intent, perhaps some less severe condemnation than summary dismissal from office may prove more nearly adequate, and sufficiently corrective for discipline's sake. At this stage of the inquiry there seems reason to fear such a judgment might not only be premature but unjust. No harm can arise from sufficient delay to be assured of a safely just determination, both upon the degree of fault, if any, and the proper measure of correction. The cutting of timber for this season has been stopped, as recommended by your committee, because it seemed proper to defer to the urgent judgment of the committee who had had the witnesses before them, notwithstanding my opinion did not concur in it; and, aside from the conceded disregard of instructions, no interest of the public or the Indians now demands, on the evidence thus far presented, further precipitancy in the disposition of this matter.

So far as concerns Mr. Gregory's subordinates in office, my attention has not fallen upon any testimony showing them in personal delinquency or fault, except it be in following the course directed by him.

The further proceeding, with its investigations by the committee, can not but be helpful to a determination on this subject by the Department; and it appears otherwise very desirable to inquire fully into all the facts and circumstances affecting this business. There are many persons of high character thoroughly acquainted with the cutting of timber and manufacture of lumber in the region of country where these reservations lie, and their examination, should it be thought proper to call them, may afford new views of the facts already disclosed, and perhaps suggest changes in the instructions and methods hitherto pursued of much value to the Indians and the public interests. So far as I can, sir, I desire to contribute to and avail myself of the

labors of the committee, in a cordial co-operation with its purposes, to advance all the interests affected and to purge the service of any faults or unworthy officers that may be discovered in it.

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

WM. F. VILAS,
Secretary.

Hon. WM. E. CHANDLER,
Chairman Select Committee on Indian Traders, United States Senate.

From this time Commissioner Atkins drops out of the case. He shortly tendered his resignation, and without waiting for its acceptance returned to his home in Tennessee. For all subsequent action concerning timber contracts Secretary Vilas, and not Mr. Atkins, is responsible.

But the case against Mr. Atkins, stated by the committee in the opening of this report, is fully made out. Under his administration of the Indian Office, between 1885 and 1888, 382,548,047 feet of timber were cut and carried from the reservations, almost entirely under stumpage contracts and by white lumbermen; and down to the 12th day of March, 1888, the Commissioner, despite of repeated complaints from the Indians and the many public rumors of the truth, maintained by letters written and on oath when under investigation, that to his knowledge no stumpage contracts had been allowed and no white lumbermen permitted on the reservations. If he told the truth, as the committee are willing to believe he did, he surely was the dullest and most neglectful of all public functionaries of whom there is record, and deserves to be considered as an utterly incompetent executive officer of the Government.

Before proceeding to the sequel of the timber depredations, as conducted under the direct supervision of the new Secretary of the Interior, the committee will consider some of the incidents and aggravations of his system and take notice of the excuses set up therefor.

THE TIMBER CONTRACTS WERE MERE DECEPTIVE FORMS.

It needs no words of the committee to demonstrate the gross maladministration of this timber cutting arising from one prominent fact, that the contracts made with the Indians in writing and forwarded to the Indian Office were never in any sense the actual contracts. The form was one thing, the substance always another. Referring to the form of contract on page 6, it will be seen that the Indian agreed with the contractor that the former would cut from his own land a certain quantity of his timber and himself deliver the logs upon the bank of a river; and the contractor agreed to pay a certain price per thousand feet for the logs so delivered on the bank.

This being the form, the fact was as follows: The Indian agreed to allow the contractor to cut all the timber the latter chose from the Indian's land and haul it off, paying the latter a certain price per thousand feet as stumpage.

Mr. Atkins, it will be recalled, swore positively that no stumpage contracts were allowed. But Mr. Gregory testified (page 191) as follows:

Q. What, if any, alteration or change have you made in the management of this timber-cutting interest out there since you became agent on that reservation?—A. Well, about the only important one I have made is, I have insisted on the Indians having so much stumpage for their pine.

* * * * *

Page 208 :

Q. In what shape would the contractors put that agreement?

The WITNESS. How do you mean?

The CHAIRMAN. Would they make an oral or a written agreement?—A. They made a written agreement. Those parties who logged it would make a subcontract and file it with the farmer, agreeing to put the logs in for so much a thousand.

Q. And then that would secure to the allottee so much net?—A. Yes, sir.

Q. That is to say, if the contract price was \$6, and this supplemental contract was for \$3, the Indian would get \$3, and if it was for \$3.50 the Indian would get \$2.50?—A. Yes, sir.

Q. You say you think that system was required for the protection of the allottee?—Yes, sir.

Q. And you favored it?—A. I did.

Q. Do you mean that you originated it?—A. Well, they had not been doing that before.

* * * * *

Q. Did you frame any written orders to this effect?—A. I visited the reservations and told the farmers and contractors about it. I told the farmers and gave them to understand that they would have to do it.

Page 209 :

Q. Do you know when it was that you first deemed it necessary to do this?—A. I did that in the fall of 1885, I think.

Q. Was that system adopted pretty generally after that time?—A. Yes, sir.

Q. Did you make a written report that you had made this requirement of the contractors?—A. No, sir; I did not.

Q. You never have reported that?—A. I do not think so.

Q. Did you not discover that Agent Durfee had also found it necessary to make requirements of this kind?—A. I never discovered that.

Q. Under the system you adopted, where a contract was made for \$6 a thousand, who was to determine how much net should be guaranteed to the Indians?—A. The farmer went and looked them over to see how long a haul it was, what it would cost to bank it, and what would be a fair amount.

Q. And he would fix that amount, and the contractor will guaranty that the Indians should get all named in the contract except that?—A. Yes, sir.

Q. Then under this system of course the important thing to know was, not what the amount per thousand specified in the contract was, but how much was to be deducted from that amount for banking the logs?—A. That was the important thing.

Under this violation of orders thus adopted by Gregory of course the contracts formally signed were the merest waste paper, except as they operated to deceive the authorities at Washington, who ought to have had their eyes opened when they examined the contracts. Take the following schedules, which are fair samples (page 160) :

List of timber contracts made by the Fond du Luc Indians with Patrick Hynes, for season 1887-'88 (received in Indian Office March 13, 1898).

Date.	No.	Name of Indian.	Quantity.	Price per M. feet.
			<i>Feet.</i>	
Oct. 8, 1887	1	Louis Pettite	100,000	\$5.00
Oct. 5, 1887	2	Joe Naganat.....	100,000	5.00
Ang. 27, 1887	3	Joe Smith	100,000	5.00
Aug. 8, 1887	4	Joseph Lavargo	100,000	5.00
Dec. 7, 1887	5	Sophia Newaygo	100,000	5.00
Dec. 30, 1887	6	Ne-ga-ni-kwe	100,000	5.00
Sept. 22, 1887	7	Joe Pappio	100,000	5.00
Oct. 16, 1887	8	Adelaide Clarke	100,000	5.00
Sept. 2, 1887	9	Joseph Coburn	100,000	5.00
Oct. 29, 1887	10	Shab-way-way	100,000	5.00

And so on, including one hundred and fifty-one contracts, each naming 100,000 feet as the quantity and \$5 per thousand as the price,

Page 166:

List of timber contracts made by Lac du Flambeau allottees for season 1887-1888. (Received in Indian Office March 16, 1888.)

CONTRACTS WITH A. M. SHERMAN.

Date.	No.	Name of Indian.	Quantity.	Price per M feet.
1887.			<i>Feet.</i>	
July 26	1	Ni-gan-i-gi-ji-go-kwe.....	50,000	\$5.00
July 14	2	Ki-ni-wa-na-kwat.....	50,000	5.00
Nov. 5	3	John Gagons.....	50,000	5.00
Nov. 14	4	Ni-tum-i-gi-ji-go-kwe.....	50,000	5.00
July 4	5	Ko-to-kwe.....	50,000	5.00
July 8	6	Mis-ko-gi-ji-go-kwe.....	50,000	5.00

And so on, including 42 contracts, each calling for 50,000 feet, at \$5 per 1,000 feet.

Page 166:

CONTRACTS WITH JOSEPH ALLEN.

1887.				
July 11	1	Na-wa-kwe-ji-go-kwe.....	50,000	5.00
July 11	2	Na-wa-cum-a-go-kwe.....	50,000	5.00
July 11	3	Da-gi-ji-go-kwe.....	50,000	5.00
July 11	4	Si-ni-ki-gum.....	50,000	5.00
Oct. 10	5	Mi-ta-wa-ni-ni.....	50,000	5.00
July 30	6	O-sha-was-ko-gi-ji-jig, No. 1.....	50,000	5.00
July 30	7	Oge-ma-wa-bi-go-kwe.....	50,000	5.00
July 1	8	Kish-kan-a-kwad-o-kwe.....	50,000	5.00
July 29	9	Bim-we-we-gi-ji-go-kwe.....	50,000	5.09
July 25	10	Bo-da-ji-gi-wi-ni-ni.....	50,000	5.00
Aug. 10	11	Wa-bi-ke-kek.....	50,000	5.00
July 12	12	Ni-gi-ni-gi-jig, No. 2.....	50,000	5.00

Page 167:

List of timber contracts made by Bad River allottees, for season 1887-'88. (Received in Indian Office March 7, 1888.)

CONTRACTS WITH ALPHONSE A. MAXIM, JR.

Date.	No.	Name of Indian.	Quantity.	Price per M feet.
1887.			<i>Feet.</i>	
Oct. 25	1	Joseph Current.....	100,000	\$6.00
10	2	Oge-wanse.....	100,000	6.00
5	3	Oge-manse.....	100,000	6.00
Dec. 10	4	Wa-box.....	100,000	6.00
Oct. 25	5	Na-wa-kwa-ge-shik, or John Smart.....	100,000	5.00
Nov. 1	6	Wa-boze-vin-de-mola.....	100,000	6.00
10	7	Mary Amouse.....	100,000	6.00
Oct. 18	8	May-no-kaw-se.....	100,000	6.00
Nov. 1	9	Day-daw-ka ni osh.....	100,000	6.00
Sept. 30	10	Ma-ka-de-ni ko maie.....	100,000	6.00
Oct. 18	11	Ta-ba-sa-sin no kwa.....	100,000	6.00
10	12	Thomas Haskins.....	100,000	6.00
Nov. 2	13	Omash-ka-was-in-o-kwe.....	100,000	6.00
21	14	Ozhi-ba.....	100,000	6.00
Oct. 8	15	Edward B. Haskins.....	100,000	6.00
Nov. 21	16	Jack Frost.....	100,000	6.00
1	17	Me-no-ge-zhig-wa-be.....	100,000	6.06
21	18	Ke-che-ge-kwa-yosh.....	100,000	6.00

It is here apparent that both the quantity of timber and the price specified are merely nominal. The real inquiry should have been what stumpage did the contractors agree to pay the Indians.

Mr. Gregory, as above, says the stumpage agreements were in writing, filed with the farmer. But later he admits that they were often oral, and when in writing were sometimes signed only by the Indian and kept by the contractor, leaving the Indian with nothing to show.

He testified concerning the A. M. Sherman contracts (page 224):

Q. What evidence did you have as to the guarantying of stumpage in the Sherman contracts?—A. I think Sherman has filed a list with the farmer; I will not be positive; I told him to.

Q. That was your rule, was it not?—A. Yes, sir; to file a list with the farmer showing how much the Indians were guarantied.

Q. But you do not know that there has been a guaranty there except from conversation with Captain Sherman?—A. No, sir; I do not, except from conversation with Sherman and Allen.

He also testified as to the Patrick Hynes contracts (page 225):

Q. When did you receive information as to what stumpage was guarantied?—A. I received that when I was there in the winter, in December or January. I was talking with Mr. Hynes about it and asked him what he was paying there, and he said that he gave \$5 a thousand, but was guarantying so much stumpage; that some logs were worth more than others, being nearer the river than others.

Q. You understood from Mr. Hynes that he did not guaranty a uniform stumpage price, but it varied according to the quality of the timber?—A. Yes, sir.

Q. Did you understand that also from Farmer Cook?—A. I did.

Q. Did you see any written contract guarantying stumpage?—A. I did not.

Q. Was it your information that the guaranty of stumpage was an oral guaranty?—A. Yes, sir, oral; but I think there is a list filed with Farmer Cook; I will not be positive.

Q. Is it in disobedience of your rules, instructions, and suggestions if they are not filed with him?—A. There is always what is called a subcontract filed with the farmer, or at least those are the orders, and the Indians themselves know what the agreement is between them and Hynes.

Q. But if it is oral they have no means of enforcing it?—A. I do not think Hynes would deny it.

Q. You think he would honorably pay them all he guarantied?—A. Yes, sir.

Q. You hardly think it is wise to leave a question of that kind to the honor of the contractor, do you?—A. When these contracts are made the farmer is a witness to them, and he knows what private agreement was made and can testify to it.

Charles H. Henry, a contractor, testified about his stumpage contracts as follows (pages 985, 986, and 987):

Q. Now, I want to ask you about those guaranties to the Indians. These contracts that are recorded here were made on printed blanks, I understand, were signed by the Indian and yourself, and witnessed by two witnesses?—A. Yes, sir.

Q. Were they made in the presence of the farmer in all cases or were they approved by the farmer?—A. Not in all cases. Most of the contracts were made before there was a farmer appointed or sent there.

Q. What was done with those contracts when you wanted to have them filed to be forwarded to Washington for approval?—A. Along late in the season I took them to the farmer and he approved them, or signed them, at least, and from there I took them to Ashland to Agent Gregory.

Q. Did you take them, or did the farmer send them?—A. I took them.

Q. When did you take these thirty-one contracts to him?—A. I took them twice. The first time I had but one copy, the original it was, rather, and there at Agent Gregory's office I got other blanks on which I was to make a copy and have the same witnesses sign, and have them filled out the same, and also get the bonds which have to accompany the contracts and come back to the reservation. Two of the witnesses were away off in the woods and it was ten days before I could reach them.

Q. Did you get them to sign duplicates?—A. Yes, sir.

Q. You did not get the Indians to sign duplicates?—A. Not in all cases; some of them were gone, too.

Q. When you could find the Indians did you get them to sign duplicates?—A. There were three or four, probably, who did so.

Q. But the intention was to get the witnesses to sign in all cases?—A. Yes, sir;

and have the original before them. There was their own signature there and then they would sign the duplicate or witness the duplicate.

Q. If the Indian was not present how was his name put upon the contract?—A. That was inserted.

Q. By the farmer?—A. No, sir. I could not say who signed the Indian's name, but I think the clerk did in most cases.

Q. But it got there, did it?—A. Yes, sir; it is on them.

Q. What did you do with those two sets of contracts that you had?—A. I took them back to Agent Gregory's office with the bonds. I had to go below to get the bondsmen to sign the bond, and there was delay there again.

Q. You took them back to Ashland personally?—A. No, sir; I think I sent them by express. I will not be positive about it.

Q. What time did you make this final delivery to Agent Gregory of the contracts?—A. I would not be positive. The only thing I have to refer to is my expense-account book. That is about the only way in which I could tell positively about it.

Q. About what time do you think it was?—A. It was in February of this year.

Q. During all this time what did the thirty-one Indians have to show on their part?—A. My guaranty.

Q. Did they have any copy of this contract?—A. No, sir; at least I never gave them one.

Q. Of these duplicates that were sent to Agent Gregory, was one copy retained by him and the other sent to Washington, or were both sent to Washington?—A. I suppose that one copy was retained by him and the other sent to Washington; that is my understanding of the way it was done.

Q. But the Indians had no copy of the contract?—A. Not to my knowledge.

Q. What do you say the thirty-one Indians had?

The WITNESS. What paper?

The CHAIRMAN. Yes.

A. My guaranty.

Q. Did each one of the thirty-one Indians have a guaranty?—A. I think so. I wrote them all off for them and told the man who runs the store to deliver them to them as fast as they came around.

Q. When did you execute these stumpage guaranties?—A. At the time of making the contract.

Q. That was done, then, as far back as last summer?—A. In the summer, fall, or first part of the winter.

Q. How soon after you received the first signed contract by the Indians did you write out your stumpage guaranties?—A. Sometimes while sitting there before parting with them.

Q. And at other times, when?—A. Sometimes I would not have paper with me to write the guaranty upon, and I would tell them that I would leave it at the store, and they could call and get it there.

Q. Did you keep any copy of your guaranty?—A. Usually I did.

Q. Did you keep a copy or a memorandum of it?—A. I always had a memorandum, and I think the book-keeper always made a copy.

Q. Were there any blanks prepared on which to make these stumpage guaranties?—A. No, sir; they were all written by me.

Q. Have you with you, here in Washington, any of those stumpage guaranties?—A. No, sir; I would usually take a sheet of paper and write the guaranty upon it.

Q. State what you would write on that paper.—A. I would state that I guarantied \$2 or \$2.50 per 1,000 feet for all merchantable timber that I was to cut from the claim, describing the claim, during the coming logging season, and the same was to be paid prior to the removing of the logs from the landing where landed during the logging season. They ran something like that; they were not all written in the same way; I would write off whatever happened to be in mind.

By Senator FAULKNER:

Q. But that was the substance of it?—A. Yes, sir; that was the substance.

By the CHAIRMAN:

Q. Do you remember any other conditions that you put into those stumpage guaranties, as a general thing?—A. No, sir; I would not have anything in my mind but the guaranty.

Q. You specified the amount per thousand?—A. Yes, sir.

Q. And that it was to be paid before the logs were removed from the landing where landed?—A. Yes, sir; I supposed that was the rule and they did, too, and they wanted it inserted.

Q. Then your stumpage guaranties, as a general thing, specified the name of the Indian?—A. Yes, sir.

Q. And a description of the land?—A. Yes, sir.

Q. Also the amount per thousand, and the condition that the amount was to be paid before the logs were taken from the bank?—A. Yes, sir.

Q. Do you remember anything else in connection with the conditions of the guaranty?—A. In some cases I think that the closing statement was "the above is subject to the approval of the Indian agent" or "Indian Agent Gregory;" sometimes I would write his name in it, possibly.

Q. Was it customary to put that in?—A. I think it is, on the majority of them.

Q. What became of those contracts as a general thing?—A. The Indians kept them. The Indian usually had a pocket-book or a little sack or something he would put it into, and then he would go away, and if he had a wigwam he would lay it under a roll of clothes, bundles, or sacks under his head; at least that is where he would go to get it; I noticed when he went to find it he had it stored away in there. Others who carried a pocket-book all the time would have it in their pocket-book.

Q. Did these stumpage guaranties (speaking of your own) go to the Indian farmer or to the Indian agent, to your knowledge?—A. I think in some cases they showed them to the agent.

Q. Were they recorded, indorsed, or approved in any form by the Indian farmer or agent?—A. I do not think they were; at least they were not expected to be by me. It was simply a trade or agreement between the Indian and myself.

Q. It was the real bargain, was it not?—A. Yes, sir; it was.

Q. So this writing that you made and passed over to the Indian you kept a copy or memorandum of, and the formal written contract on the blanks furnished by the Indian Office was not the real contract?—A. No, sir; this was the real bargain for stumpage.

But from other testimony it appears that the so-called stumpage guaranties were in fact signed by the Indians and kept by the contractor.

Henry H. Beaser, Gregory's chief clerk and the acting agent in Gregory's absence, testified as follows (pages 1072, 1073, and 1074):

Q. You may state whether or not there was a rule at the agency which, in addition to the contract made upon these blanks, required the contractor to guaranty a fixed sum as stumpage to the Indian.—A. Yes, sir; the agent had given orders to that effect.

Q. Had those orders ever been given in writing?—A. I can not say that they had.

Q. Do you know of any records of the agency or correspondence of the agency in which the agent required this guaranty of stumpage?—A. I do not remember any now.

Q. How, then, did you learn that that was a rule?—A. Because, in making the contracts for the Bad River Reservation, I had a personal acquaintance with those, and met the contractors who made the contracts, and I know in every instance that it was understood that the contractors had to guaranty the Indian a certain amount per thousand.

Q. Now, in reference to the other three agencies, did you understand that was the practice?—A. I did understand so.

Q. Do you understand that that had ever been reduced to writing at any time, anywhere, or by anybody?—A. No, sir; I do not.

Q. You may state, with reference to these guaranties by the contractors, whether they were in writing or not.—A. I think in most cases they were.

Q. I want to know to what extent the stumpage guaranties on the Bad River Reservation were put in writing; what kind of a writing it was, and who kept it in each case.—A. I will say that in most of the cases the contractor had these guaranties. In those instances where there was no dispute I never saw the guaranties, but those that I did see were generally in this form; they were written by the Indian in something after this manner: I hereby agree to sell all my timber standing on such and such a reservation for so much per 1,000 feet; and those were in a great many instances witnessed by the Indian farmer.

Q. You undertake to say, then, that what you call the stumpage guaranties were agreements signed by the Indian?—A. In a great many cases; yes, sir.

Q. Were they in all cases?—A. I can not say as to that.

Q. Were there any stumpage guaranties signed by the contractor?—A. I do not think so.

Q. These agreements signed by the Indians of which you speak were not the contracts made upon the printed forms in duplicate which were sent to Washington?—A. Oh, no.

Q. They were entirely separate?—A. Yes, sir.

Q. Do you mean to say that these stumpage guaranties were written by the Indian and signed by him and kept by the contractor?—A. In a great many cases they were.

Q. Then in those cases the Indian first signed the agreement to cut and bank the timber, and the contractor agreed to pay so much a thousand for it banked, which contract was executed in duplicate and they were sent to Washington for approval?—A. Yes, sir.

Q. In addition to that, in these cases the Indian signed another agreement, that he would sell his timber for a net stumpage price, which agreement the contractor took and held?—A. Yes, sir.

Q. And you have seen such papers on the Bad River Reservator have you?—A. Yes, sir.

Q. Have you any of them in your possession?—A. I have not.

Q. Were any of them ever filed at the agency?—A. Yes, sir.

Q. Where are they now?—A. At the agency.

Q. There are some filed with the agency?—A. Yes, sir.

Q. Are you able to say that on the Bad River Reservation, in addition to the two kinds of writings that you describe, the contractor also, in writing, agreed to pay the Indian so much stumpage and signed that agreement?—A. I never saw those agreements.

Q. Did the contractor sign the stumpage agreement which you say the Indian gave him and which the contractor kept?—A. No, sir; I do not think he did.

Q. Then the contracts as made upon the Bad River Reservation bound the Indian in the formal contract to a bankage price, and in the other contract to a stumpage price?—A. Yes, sir.

Q. But did not bind the contractor so far as any signature of his was concerned to pay that stumpage to the Indian, net?—A. No, sir; it did not.

Q. Are you not aware that on the other reservations the contractors gave written agreements to the Indians that they would pay them so much stumpage for their logs?—A. Only so much as I have heard brought out in the evidence here.

Q. That is the first you knew of it?—A. Yes, sir; and that I never inquired into.

Q. You have been there since the spring of 1885, all the time since Agent Gregory has been there?—A. Yes, sir.

Q. You were familiar with all the contracts which came there to the office from all the reservations for approval?—A. Yes, sir.

Q. And you have seen in the printed testimony the lists of contracts with the amounts specified of the number of 1,000 feet and the price per 1,000 feet?—A. Yes, sir.

Q. You may state whether those amounts mentioned, the number of thousand feet, were estimates simply of an amount of timber that might be cut or designed to be the amount that would be cut.—A. They were estimates.

Q. With reference to the prices that are given in those lists, were those amounts nominal, as you understood it?—A. Yes, sir; nominal.

Q. In all cases?—A. Yes, sir.

Q. So that these contracts, so far as the quantity of timber and price per thousand feet were concerned, were merely nominal and did not represent the true contract?—A. That is what I understand.

Q. The true contract then in all cases, so far as you know and believe, was the price of the contract executed by the Indian and the contractor?—A. Yes, sir.

Q. And you know of no regulation which required those to be filed at the agency?

The WITNESS. The stumpage guaranties, do you mean?

The CHAIRMAN. Yes.

A. No, sir.

If any possible defense can be made for the elaborate framework of contract thus built up in form by the Indian Office, which in no sense and in no cases represented the real contracts, but which was a deceptive and fraudulent presentation of a system of timber cutting, under which, however, 382,913,206 feet of timber of Indians have been cut, worth \$2,160,516.82, which sum they have either been swindled out of or have themselves squandered it, the committee would be glad to see some statement of such defense.

ILLEGALITY OF SALES OF STUMPAGE.

It is clear, upon a moment's consideration, that all these stumpage contracts are illegal and void.

By the third article of the Chippewa Indian treaty of September 30, 1854, the President may allot to each head of a family or single person over twenty-one years of age, 80 acres of land. and issue patents there-

for, "with such restrictions of the power of alienation as he may see fit to impose."

All patents issued for such allotments have contained the following clause:

That the lands shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person or persons whomsoever without the consent of the President of the United States.

While, therefore, an Indian having received his patent might undoubtedly cut his own timber, thus converting it into personal estate, and haul it off and sell it, it is plain that he could not make a valid contract to sell the growing pine timber for a stumpage price. The distinction is evident, and well established, and founded on good reason so far as these cases are concerned, where some of the eighty-acre tracts have contained timber realizing \$16,393.84; while the land, after the timber was removed, was not worth \$2 per acre.

The committee, therefore, are clear that when Agent Gregory, without hindrance from the Indian Office, deliberately converted all the contracts from what they were in form, namely, contracts by the Indians to cut their own timber and haul and sell it, into sales of standing timber for stumpage prices, he established a system absolutely illegal and contrary to the treaty and the patents issued under it.

TIMBER CUTTING BEFORE ALLOTMENTS APPROVED.

Necessarily a system, the whole elaborate form of which was a fraud and deceit, would abound in details of dishonesty. In many cases the cutting of timber took place before the allotments were approved by the President.

TIMBER CONTRACTS BEFORE ALLOTMENTS MADE.

Frequently timber contracts were made before any allotments of land were made to the Indians signing the contracts. This necessarily resulted in rascality. The Indians, made almost crazy by the vicious system adopted, were anxious to get allotments, so that they might contract to sell the timber and procure advances upon it. Uncertain about obtaining their allotments, they signed timber contracts with any contractor who they thought had sufficient favor with Gregory to secure the allotments.

ALLOTMENTS MADE TO INDIANS HAVING NO RIGHTS.

Indians, mainly half-breeds, not resident upon the reservations, rushed upon them to claim allotments and sell the timber, usually in collusion with some contractor who assured them he could obtain for them the allotments. The old rule required the consent of a council of each tribe to all allotments. This rule was abolished by Commissioner Atkins by his letter of December 9, 1887, to Special Agent Wall, which contains the following (page 21):

It has been the practice heretofore, in making allotments under the treaty, to submit the applications to a council of the Indians, and to allow the council to determine whether the applications should be allowed. This practice will be discontinued.

There are a large number of mixed bloods residing in the vicinity of the reservation who will doubtless apply for allotments for the sake of the timber.

In passing upon these claims you should require the statement of the applicant, under oath, supported by the evidence of at least two witnesses, that he is a member of the particular band of Chippewa Indians upon whose reservation he desires an allotment, or that his father or mother was a recognized member of such band,

Under the management of Gregory it was easy to procure affidavits of an applicant and of two witnesses, which were received against the protest of the councils. Allotments were wrongfully made, timber contracts recognized, and timber cutting begun before either allotments or contracts were approved at Washington.

SWINDLING OF INDIANS BY SELLING THEM DESCRIPTIONS OF LANDS.

No person could go upon the reservations without the consent of Gregory; with his permission they could be overrun with swindlers of the Indians. One such oppression was the sale to Indians anxious to secure allotments, make timber contracts, and get a little money, of paper descriptions to be made the basis of applications for allotments. These being allowed by Gregory and timber contracts made, the lands were stripped of their timber and the seller of the description paid by an order of the Indians upon the contractors.

This particular refinement of the swindling art is best observed by reading the following testimony of John J. Lennon (page 701):

TESTIMONY OF JOHN J. LENNON.

Testimony of JOHN J. LENNON, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 27, 1888, in the matter of investigating the affairs of La Pointe Agency, Minn.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation?—A. My name is John J. Lennon; age, forty-eight years; Portage City, Wis.; occupation, explorer or woodsman.

Q. Have you been employed at any time on the Fond du Lac Reservation, Minn.; if so, how long and by whom employed?—A. I came here a year last January with Pat Hynes, and was in Hynes's employment from the 1st of February, 1887, until the 23d of May following, and have occasionally been in his employment since the 1st of last October.

Q. Have you ever sold descriptions of land on the Fond du Lac Reservation to Indians who wanted allotments?—A. Yes, sir.

Q. Give me the name of each Indian to whom such sales were made, the amount of land, and price you received therefor?—A.:

John Papio, 80 acres.....	\$75. 00
Eliza Martell, 160 acres and 40 for sister.....	100. 00
Lizzie Nagunab, 80 acres.....	50. 00
Joe and John Gouge, 40 acres each.....	50. 00
Hattie Martell, 160 acres.....	200. 00
Margaret Martell, 160 acres.....	200. 00
David Ruttle, 80 acres.....	100. 00
Eugene Danilson, 40 acres.....	25. 00
James Ruttle, for his daughter, 40 acres.....	20. 00
Frank De Foe, 40 acres.....	25. 00
Peter Ammosing, 80 acres.....	125. 00
John Wabano and daughter, 160 acres.....	75. 00
Maggie Skye, 80 acres.....	50. 00
Walter Ruttle, 80 acres.....	150. 00
Julia Defauld, 80 acres.....	100. 00
Charlotte Martin, 80 acres.....	50. 00
George Gouge, 40 acres.....	50. 00
Woolly House, 40 acres.....	25. 00
Tracie Saxton, 80 acres.....	50. 00
Elizabeth Brown, 80 acres.....	50. 00
Ed Smith, 80 acres.....	100. 00
Wa Wa Se kwa, 80 acres.....	125. 00
Susiene De Foe, 40 acres.....	25. 00
F. T. Price, 80 acres.....	125. 00
Jennie E. Price, 80 acres.....	125. 00
George W. Price, 80 acres.....	125. 00
M. W. Price, 80 acres.....	125. 00

Q. When did you sell the first of these descriptions?—A. I think in August last.

Q. Did you have permission from Agent Gregory, the honorable Commissioner of Indian Affairs, or the honorable Secretary of the Interior to go upon said reservation to locate land and sell the descriptions thereof to the Indians?—A. No, sir; I had no authority to do so.

Q. Did Agent Gregory know that you were doing so?—A. I was informed that Indians had stated in council, in Gregory's presence, that the Indians had bought their claims from me.

Q. Did you ever have any conversation with Agent Gregory relative to the matter?—A. When Special Agent Wall was here last January I learned that the applications of the four Prices, who I had sold claims, would be rejected, and I spoke to Agent Gregory about it, and told him I sold these selections to the Prices, and if they were rejected if I could sell them to somebody else, and he replied that he had nothing to do with the buying or selling of claims; that if they were rejected I could sell them to somebody else if I found any one that wanted them.

Q. At whose instance did you locate the claims you sold to the Indians on the Fond du Lac Reservation?—A. At the request of the Indians.

Q. I will ask you if you did not leave descriptions with E. L. Rose, Hynes's book-keeper, for him to sell to Indians who wanted allotments?—A. I left one 40-acre description with him, but he did not sell it.

JOHN J. LENNON.

This form of outrage is also plainly stated in the testimony of James Ruttle (page 652):

TESTIMONY OF JAMES RUTTLE.

Testimony of JAMES RUTTLE, taken before United States Indian inspector T. D. Marcum, at Cloquet, Minn., April 26, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposesh as follows:

Q. State your name, age, and residence.—A. My name is James Ruttle; age, fifty-five years; residence, Cloquet, Minn.; occupation, blacksmith.

Q. Are you in anywise connected with the band of Chippewa Indians that reside on the Fond du Lac Reservation?—A. My wife is a Chippewa, by whom I have five children.

Q. Has any land been allotted on said reservation to your wife and children?—A. My wife got a patent some time ago for 80 acres, and last January my wife got a certificate from Special Agent Wall for an additional 80. Also Special Agent Wall, in January last, issued to my son David a certificate for 160 acres; to my son Jacob, certificate for 80; to my son Walter, a certificate for 80; to my daughter Mary, who is married, 160 acres; and my daughter Ellen has a selection of 40 acres, but did not get a certificate for it.

Q. Who located this land for your wife and children?—A. I located some of it and bought the description for 360 acres of it from some white men.

Q. What are the names of these white men, and how much did you pay them for the description you bought?—A. Paid John Lennor \$250 for two eighties and one forty selection, and paid Dorris & Hunter \$200 for two 80-acre selections, making \$450 paid for the 360 acres.

Q. Has the \$450 been paid to these parties?—A. Yes, sir; part of it in cash, and the balance I told Pat Hynes, to whom the timber was contracted, to pay it.

Q. Did Hynes contract for the timber on the land for which Special Agent Wall gave certificates last January?—A. Yes, sir; all except the 40-acre tract to Ellen, my youngest child, and the timber has all been cut, except on one 80 to my wife, and a part of Walter's.

Q. Did Special Agent Wall show you or your wife and children the lands described in the certificates he issued to them?—A. No, sir.

Q. What did Hynes agree to pay for the timber?—A. Pat Hynes had it done. He agreed verbally to have it banked for \$3 per thousand feet.

Q. Why did you buy the descriptions for the land as above stated?—A. I was told that Hynes would contract for the timber on land located by them. I was told so by Hynes himself.

JAMES RUTTLE.

To note how these descriptions were utilized, consider the testimony of Mrs. Jennie E. Price (page 702):

TESTIMONY OF MRS. JENNIE E. KLINK (NÉE PRICE).

Testimony of JENNIE E. KLINK, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 20, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows:

Q. State your name and residence.—A. My name is Jennie E. Klink; residence, Cloquet, Minn.

Q. Are you a member of the band of Chippewa Indians who reside on the Fond du Lac Reservation?—A. My mother belonged to that band and drew annuities with them; I am an eighth Chippewa; I was born in Sibley County, Minn., and have resided here since January last.

Q. Have you had any lands allotted to you on the Fond du Lac Reservation, Minn.?—A. No, sir; I have applied for an allotment, but have received no certificate for it.

Q. When did you make application for an allotment on the reservation?—A. I gave the description of the land selected to Patrick Hynes, to be filed with the farmer, I think in August last. The description was in my maiden name, Jennie E. Price.

Q. Why was the claim selected not allotted to you by Special Agent Wall last January?—A. The Indians objected, and the matter was held up for proof to establish my right to the allotment, is what I understood; I did not receive a certificate from the special agent for allotment.

Q. Prior to the time that Special Agent Wall was here in January last, had you contracted the timber on the land selected for you to any one?—A. Yes, sir; to Patrick Hynes.

Q. When did you contract the timber to Patrick Hynes?—A. The same day that I gave him the description to be filed with the farmer.

Q. What did Hynes agree to pay you for the timber?—A. Five dollars per thousand feet for it banked.

Q. Have you had any of the timber cut and banked or authorized it to be done by any one?—A. No, sir.

Q. Has any of the timber been cut?—A. I have received no report of it from the scalers, but I was told to-day by Mr. Rose, Hynes's book-keeper, that some of it had been cut.

Q. Did Hynes pay you anything on the timber contracted for?—A. Yes, sir; the day after I made the contract he paid me \$25, which is all that I have received.

JENNIE E. KLINK.

Mark another typical case, the swindling of an Indian girl by John Lennon and Patrick Hynes, abetted by Agent Gregory and Agent Wall (pages 669 and 670):

TESTIMONY OF LIZZIE NA-GA-NUP.

Testimony of LIZZIE NA-GA-NUP, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 25, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows (John Jibaway, interpreter):

Witness states that she is a Chippewa Indian and a member of the band residing on the Fond du Lac Reservation, Minn., and that in September last one John Lennon, a white man, came to her and told her that he had a number and description for 80 acres of land on said reservation, which he would sell for \$50, and that it was worth \$700; that she being entitled to an allotment she agreed to pay him \$50 for the number and description, and filed the same with Agency Farmer Cook. That in January last she received a certificate of allotment for said land from Special Agent Wall.

That on the day she bought the number and description from Lennon she contracted the timber on the land to Pat Hynes and signed an order, as she was told, for Hynes to pay Lennon \$50, but finds that she is charged by Hynes with a payment of \$100, paid to Lennon. That during the past logging season 225,310 feet of timber was cut on her land as shown by scale reports. That she does not know what Hynes agreed to pay for her timber, nor that she does not know where the land is situated; that Special Agent Wall did not show her the land, nor tell her where it was situated.

That she is a full-blood Indian and a daughter of the head chief, Na-ga-nup.

LIZZIE NA-GA-NUP (her x mark).

That Special Agent Wall understood that he was hurried to the Fond du Lac Reservation in January, 1888, to lay a foundation for the lumbering operations that winter of Patrick Hynes is apparent from his testimony (page 618):

TESTIMONY OF THOMAS WALL.

Testimony of THOMAS WALL, taken before United States Indian inspector, T. D. Marcum, at Ashland, Wis., May 5, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is Thomas Wall; age, forty-eight; residence, Oshkosh, Wis.; occupation, lumberman.

Q. Do you hold any position under the Federal Government?—A. Yes, sir; I am a special agent for allotting Indian lands.

Q. Have you made allotments of land to any of the Indians of the La Pointe Agency? If so, state when, the number of certificates issued and reservation where made.—A. Yes, sir; in January last I issued one hundred and seventy-three certificates of allotments to the band of Chippewa Indians located on the Fond du Lac Reservation, Minn.

Q. Were any of these certificates issued to members of said band who were under eighteen years of age?—A. No, sir; not to my knowledge. I thought it best to allot first to heads of families and those over eighteen years of age, and make allotments to minors at another time.

Q. Were any applications made to you for allotments to children under eighteen years of age and members of the Fond du Lac band of Chippewa Indians?—A. I presume some of the heads of families to whom allotments were made asked to have allotments made to their children, and were told that allotments would be made to all the children on the reservation at the same time.

Q. Did you show the Indians the land described in the allotment certificates issued, or cause it to be shown them?—A. I did not. But I had a surveyor there who was instructed to do so, and he reported to me that he only succeeded in getting six or eight Indians to go with him to see the land allotted to them. The fact is that it was almost impossible to do so on account of the snow, which was 3 or 4 feet deep at the time.

Q. Were the lines run and marked defining the boundaries of any of the lands allotted to said Indians?—A. Only those heretofore mentioned who went out with the survey; I think six or eight in number.

Q. Did you advise the honorable Commissioner of Indian Affairs of the impossibility to go over the reservation on account of the snow before you proceeded to issue certificates for allotments, as before stated?—A. I did not.

TOM WALL.

But the report of the committee would be interminable if it were to exhibit all the details of wrongs done under this head of the inquiry.

THE INEQUALITIES OF THE SYSTEM OF ALLOTMENTS.

The absolute inequalities of the allotments to the various Indians is shown by taking the net results in cases which have been selected for that purpose.

Name.	Number of feet.	Value.	Name.	Number of feet.	Value.
A-ji-gwan	899,520	\$5,397.12	Ga-be-gi-gig	997,080	\$4,985.40
Me-we-ias-sung	126,210	7,759.26	Charlotte Hoskins	1,505,600	9,033.60
Omah-ka-we-gi-jigweb	124,250	745.50	John Blackbird	444,850	2,669.10
Mad-da-min	444,540	2,667.24	Man-i-do-ge-zhig	163,440	980.44
Oni-tum	100,730	604.38	Na-bi-ni-gi-jig	237,550	1,544.07
Bi-da-na-kwad	63,136	315.65	John King	505,610	3,286.47
Ni-ga-ni-gi-gig, No. 1	269,760	1,483.68	Gi-ji-go-kwe	1,416,380	10,268.76
Na-wa-quet	923,220	5,077.71	Gi-gi-gons	8,910	57.91
Ochi-wa-si-no-kwe	43,370	216.85	Gwe-ki-ga-bow-i-kwe	2,522,130	16,393.84

Special Agent Durfee realized the danger of these inequalities in case extensive cutting should take place and endeavored to find some compensation in the fact that if the Indians themselves did all the work of lumbering the whole proceeds would be distributed among the tribe.

He testified as follows (page 1010):

Q. Now you may go on and state the views which led you to propose this system as to the welfare of the Indians.—A. My idea was that it was not to the advantage of the Indian to have all his pine cut off, to sell his stumpage, and get a large amount of money without labor, because he would not know the value of money coming to him in that way and it would soon be squandered; that all he would have left would be the land covered with stumps and would be in a poorer condition than when he began. In giving these allotments it is of course impossible to make, as I might say, an equitable division of the lands among the Indians. One "eighty" will have on it 2,000,000 feet of pine and another "eighty" have perhaps only 50,000 feet of pine; and if the Indian with the 2,000,000 feet of pine could sell off his stumpage at \$2 or \$3 a thousand and the other at the same rate, one would derive very much more benefit from it than the other.

Q. How did you propose to prevent that by either your system or your management of that system?—A. My idea was that, although the cutting of this pine by the Indians would not be, perhaps, as profitable for the man who owned the stumpage, yet for the general benefit of the Indians the money which came out of the pine, not only the stumpage but the money for the labor, would be distributed among the Indians of the reservation. Instead of getting \$2 for stumpage they would get \$6 for stumpage and labor; that they were not only getting a greater pecuniary value in the aggregate, but that they were also being educated in the art of supporting themselves.

Q. To what extent did the idea that the Indians would make homes on their particular allotments enter into your plan, if at all?—A. That was the intention, that they should make their homes upon their allotments. I did not expect to be very successful in that; that is to say, I did not expect every one of them, or a large portion of them, would at first make homes upon their allotments; that I left for the future. I expected that under this ruling as to the Indians getting off the pine themselves, that the work would last for a great many years; that one or two new generations of Indians would grow up during that time, and, although it might be difficult to learn the old ones to work, that the younger ones growing up in the community might improve and become self-supporting men, and having acquired the habits of labor and some of them having improved their allotments and made farms, etc., it would be a good example for the others; that there was a possibility and even a probability that many might improve and farm their allotments in time to come.

Agent Durfee, pursuing his plan, and excluding all white labor during his last winter, 1884-'85, brought the cutting down that winter to 26,149,693 feet of timber, as against 44,957,298 feet the previous winter.

But Agent Gregory threw open the reservations, allowed unlimited white crews, put no restraints upon either Indians or contractors, with the result of the irregularities above set forth, which are sufficient to show that there should be no system of allotments of pine timber lands in severalty to the Indians, but the timber should be sold by the United States for the benefit of the tribe.

SQUANDERING OF THEIR MONEYS BY INDIANS.

That under the system of timber cutting which has been described the Indians squandered the small share of the proceeds of the timber which came to them needs no proof. As a general rule, not being compelled to work, they would prefer not to do so. When they desired to work they found difficulty in obtaining employment, because the contractors did not consider their labor as profitable as that of white hands; so the Indians took their money, spent it recklessly, gambled it away, or otherwise foolishly disposed of it.

An attempt was made by Agent Gregory to show that he endeavored to induce the Indians to save their money, and that he tried to protect some of them by a system of bank deposits; but his efforts extended to a very small proportion of the proceeds of the timber. In the judg-

ment of the committee very little of the moneys hitherto received by the Indians can now be found in their possession or judiciously invested.

Agent Gregory testified as follows (page 191):

Q. As a rule what do they do with their money when they sell this timber?—A. Some of them take care of it.

Q. Many of them?—A. Well, no; not a great many of them; but some of them will take care of it. Some of them have got logging outfits and money ahead, good teams, and everything; but others, as soon as they get it, will go visiting, fill up with whisky, have a dance, and, when they come back, they don't have much of it left.

Q. What is the character of this land; is it valuable for purposes of cultivation after the timber is cut off of it?—A. Some of it is.

Q. How large a portion of it?—A. I do not know just about what the proportion would be. Of course, you take it where there is hard wood and pine mixed and it would make good farming land; but there is other land which is sandy, and where there is only Norway pine, and that will not grow anything at all.

Joseph D. Gurnoe testified before Inspector Marcum as follows (page 744):

Q. From your observation have the Indians been profited by the large amount of timber cut of late years on the reservation?—A. I think it has been a disadvantage to the most of them, as their timber has been cut and they have squandered the money, and have got nothing to show for it and nothing left to live upon.

Q. Have or not a great number of these Indians saved their money or judiciously invested it in land or stock?—A. Some few have done so.

Q. Have or not a great many of them used their money, or some of it, in building houses on the lands allotted to them and making other improvements thereon?—A. Only a few of them have done so.

Q. Have the Indians worked as well during the last year or two as they did the first years that logging was done on the reservation?—A. I don't think they have. Being permitted to sell their timber stumpage, they left it for others to log.

David Dobie testified before Inspector Marcum as follows (page 769):

Q. Did or not the Indians work as well during the logging seasons of 1886-'87 and 1887-'88 as they did the first years logging was done on the reservation?—A. No, sir; and there are fewer of them that will work now than in former years; some of these Indians who worked well the first years logging was done have sold their pine and have not worked any for three years, and won't work; in fact, but few of them will work only when forced from necessity to do so.

Q. What percentage of the Indians on this reservation who have sold their pine have taken care of and saved their money, when left free to use it as they desire?—A. Not over 10 per cent. of them. A great many of them spend all they sell their timber for before the timber is removed from the landings, and many others who only have small balances due when the timber is banked. Some few save their money.

Q. Did the Indians on this reservation work as well in 1884-'85 and 1885-'86 as they did in 1882-'83 and 1883-'84?—A. No, sir; only a very few who sold their timber in 1882-'83 and 1883-'84 would work in 1884-'85 and 1885-'86. The Indians who done the work here in 1884-'85 and 1885-'86 came from other reservations, with few exceptions.

Farmer H. T. Young, of the Fond du Lac Reservation, writing to Agent Gregory concerning the complaint of the Fond du Lac band, says (page 1234):

As to that part of the complaint as to preventing the Indians from working on the reservation in assisting in cutting their timber, I only know that just before Christmas Mr. Hynes told me that if any of the Indians wanted to work in the woods that I might tell them they could go up whenever they wanted to. Immediately on the same day (knowing the condition of their families and their need of work) I went on the reservation and told all that I saw that was not at work that they could go up in the woods to work at once, and out of the number that I told not one Indian wanted to or would go at that time. Some of them made the excuse that they were going to work for some one, and others turned away as though insulted; and as to their ability to cut and bank their own timber, I do actually think that if they were so permitted to cut and not advised or assisted in any manner by the whites, that they would not put in thirty millions in thirty years. They might have been more able and willing at one time, before they have had so much money for the pine, but they have

become perfectly useless and dissipated in their habits, and will not work when they have a chance, unless driven to it by sheer hunger. This is the truth as to the band, with the exceptions of few, not to exceed one dozen, to my knowledge. I have tried so many times since my stay here to have them work, but I would much rather do the work myself than try to have them work; it would be easier for me.

EXORBITANT PRICES CHARGED INDIANS FOR MERCHANDISE.

The Indians were charged extravagant prices for goods. The evidence to this effect is to be found attached to the report of Indian Inspector T. D. Marcum, who was sent to the reservations under instructions given by Secretary Vilas, March 13, 1888, simultaneously with the orders to stop the further cutting of timber. Mr. Marcum is a resident of Kentucky, well known to Senator Beck, of that State, who indorses him in every respect. He seems to have performed his duties with ability and fidelity, and his report and the testimony taken by him has been printed by this committee, extending from pages 610 to 862. It fully sustains all facts found by the committee. Concerning the exorbitant prices charged the Indians for goods, Mr. Marcum reports as follows (page 612):

I am satisfied, from the testimony and a personal examination of the cost of their wares and the prices for which they are sold, that the complaints made by the Indians of the exorbitant prices they have been charged by these traders for supplies are well founded. There is but little difference in the prices charged for goods by these traders, except for provisions and family groceries; for these supplies the prices of Sherman are more exorbitant than those of Casgriff or Henry.

The testimony shows that Casgriff's goods are marked at a selling price to net a profit of about 70 per cent., which I think, from an examination of cost and sale prices, is below the profit actually made. Turrish, the manager for Henry, fixes their net profit at about 40 per cent., while Isidore Cook, who has charge of Sherman's store, gives their average net profit at from 25 to 33 per cent., but his testimony following this statement shows that the profit is nearer 75 than 33 per cent., and the profits made by Henry is nearer 70 than 40 per cent., and I am satisfied that these traders make a net profit on the merchandise they sell to the Indians nearly three times the amount authorized by Indian Office Circular, No. 157, of date October 5, 1885.

INADEQUATE PRICES PAID INDIANS FOR THEIR TIMBER.

Inadequate prices were paid the Indians for their timber. This question has not been so fully investigated as it might have been if the committee had been willing to expend more money in bringing additional witnesses to Washington, or had been able to visit the reservations, as they were authorized to do by the Senate in a resolution of March 5, 1888.

But enough appears to show that the Indians have been cheated in the prices of timber, whether we consider the nominal banking prices inserted in the contracts or the actual stumpage prices which were paid either in money or goods, or both.

By reference to the statement of logging operations since 1885, heretofore given, it will be seen that the Indians received as an average a little more than \$1 per 1,000 in merchandise and a little less than \$1 per 1,000 in cash; making, according to any fair mode of estimating, less than \$2, probably not over \$1.50 net per 1,000 as a stumpage price realized. It is the opinion of the committee that the timber on the reservations judiciously sold might have been made to realize \$3 per 1,000 net to the Indians, and that this price can be obtained for the quantity of over 400,000,000 which is now remaining. The difference to the Indians between \$1.50 per 1,000 as a stumpage price, and \$3 per 1,000 for the value of the trees standing with \$3 more per 1,000 circulating among them for their labor and expenses in cutting and hauling the

timber, is clearly apparent. This point of the inquiry deserves further investigation. The timber on the Flambeau Reservation is worth more than \$3 per 1,000 stumpage, as the testimony shows, as follows:

Duncan L. McKay, of Chippewa Falls, Wis., a competent lumberman, testified as to prices on the Flambeau Reservation (pages 867, 868, and 869):

Q. State the values on the Flambeau in another way. Will you tell the committee what in your judgment is a fair stumpage price for timber on that reservation?—A. I should say about \$4 is a fair stumpage price; that is what stumpage is generally held for.

Q. What kind of timber would you expect to get on a stumpage contract for \$4.

The WITNESS. Do you mean what sized timber?

The CHAIRMAN. Describe the quality of it in your own language, as you understand the business and I do not. Would you expect to get the best of timber for \$4, or timber of medium quality?

The WITNESS. I should say that good four or five log timber, good and straight, would be worth at least \$4 a thousand with a half a mile to 2 miles haul.

Q. Cutting down included. What kind of timber would it be that would sell on the stump at \$1.50 a thousand?—A. It would be pretty poor timber that would sell for \$1.50. It would be very poor timber, if it was first cuttings, to sell for \$1.50; it would be very small and largely Norway.

* * * * *

Q. You may give some idea of the variations or the increase in the price of lumber on the Chippewa for the last dozen years; whether it has gone steadily up or whether it has gone steadily down; I mean logs on the Chippewa.—A. It has increased.

Q. Has it been a steady increase or has the price varied?—A. It has varied some, but it has been generally increasing all the time.

Q. What is the difference in the price of logs in the stream during the last dozen years; what has been the rise in price?—A. There has been at least a difference of \$4 a thousand.

Q. In twelve years?—A. Yes, sir.

Q. Logs then worth \$6 would now be worth \$10?—A. Yes, sir.

William McKinnon, of Chippewa County, Wis., an experienced lumberman, testified (pages 884 and 885):

Q. I would like you to state what the value was of the pine timber which you saw on the Flambeau Reservation for stumpage.—A. Such as I saw, that I supposed was Sherman's timber as near as I could find out, would be worth to my value \$4 a thousand.

Q. You had only agreed to pay as high as what price?—A. I agreed to pay from \$2.25 to \$3.25, that being more than others were paying at that time that I heard of. I thought I was going high enough then to get the timber.

Q. What was the average of that pine timber worth on the stump that you saw on the Flambeau Reservation?—A. What I saw that was cut in 1886-'87 would be worth about \$4, I should judge.

Q. And what as to the value of the timber which you examined which was likely to be cut this winter of 1887-'88?—A. It would be worth about the same. That is the price I set on it at a clean cutting, not a partial cutting.

Q. You mean taking all there was on the various allotments?—A. Yes, sir.

Q. What do you estimate that timber would be worth on the bank?—A. From about \$8 to \$9 I calculated I could get for it.

Q. Did you form an estimate while you were on the reservation about cutting and banking the logs?—A. I had some contracts I looked over.

Q. Did you at the time you were making these offers to those Indians form a judgment as to what it would cost you to cut and bank the logs?—A. Yes, sir; in all the offers I made the Indians I calculated low enough so as to put them in and make me sure.

Q. What did you calculate it would cost you?—A. There was some timber I put in for \$2.50 and some cost \$3. I put all I looked over with a view of buying at \$3.

* * * * *

Q. You speak of the prices you name for stumpage as those to be applied where the timber was cut clean. What would be the value of the timber if it were not cut clean; if the privilege were given to leave some of the logs and take the best ones?—A. It would be worth more. I have seen timber there, and if it had been mine, the way it was cut, I would not allow a man to cut it for \$5 a thousand and take what he took.

Q. Did you see tracts of that character?—A. Yes, sir.

Q. Who cut them?—A. I understood Sherman did.

Q. Describe the way these lots had been cut over.—A. There was one tract in particular that I estimated on; 80 acres that had 1,000,000 feet standing on it, and there were about 200,000 or 300,000 feet cut out on it.

Q. Where was the million that was left standing; on one side of the lot or all over it?—A. All over it.

Q. Do you mean to state to the committee that you saw a lot where Sherman had cut only 200,000 or 300,000 feet and left a million feet standing?—A. Yes, sir; he had cut 200,000 or 300,000 feet and left a million feet standing at my estimate.

Q. You could form an opinion as to the character of the timber from the stumps?—A. Yes, sir; I could.

Q. What do you think the stumpage of the whole lot, as it originally stood on this 'eighty,' was worth?—A. I should say \$3 a thousand.

Q. What do you think the timber was worth that Sherman took off?—A. I would not have had it taken off for \$5 a thousand.

Q. Do you think it was worth \$5 a thousand to the man who took it off?—A. Very near any way to that.

Q. You say the stumpage was worth \$5?—A. Yes, sir.

Inspector Marcum, in his report of April 17, 1888, says (page 896):

The contractors have done all the logging on the Lac du Flambeau Reservation, paying the Indians stumpage. The evidence of three out of the four contractors places the value of the logs banked on the reservation at \$8 per 1,000 feet, the other at \$7.50 per 1,000 feet; while most of the contracts are only for \$5 per 1,000 feet. The testimony of two of the three contractors, whose testimony was taken, fix \$3 per 1,000 feet stumpage as a fair price for the entire cut on the Flambeau Reservation this year. Other parties not contractors, but acquainted with the reservation and timber, fix \$3 per 1,000 feet as a fair price stumpage for the entire cut on the reservation, while the other trader or contractor fixes the bank price at \$7.50, and stumpage at \$2.50 per 1,000 feet. The greater portion of the Indians are only getting \$2 per 1,000 feet stumpage; some less, and a few more. As all the logging has been done by the contractors without any hindrance or interference upon the part of the Indians, I most respectfully recommend that the contractors be required to pay the Indians \$3 per 1,000 feet stumpage for all the timber cut this year on the Lac du Flambeau Reservation.

Criticisms have been made during the investigation of some of the persons who have been witnesses and have otherwise aided the committee in bringing to light the important facts of which Commissioner Atkins claimed to be ignorant and the information to which he turned a deaf ear.

The committee, which already had many facts in its possession, heard that ex-Gov. Thaddeus C. Pound, of Chippewa Falls, Wis., was in Washington, representing some claimants of allotments, and called upon him for information, which he readily gave, and he has rendered valuable assistance to the committee in developing the true condition of affairs upon the reservations, and is entitled to commendation.

Mr. James Curran of Rhinelander, Wis., loaned the Indian delegations money to come to Washington, where they disclosed to the committee the great wrongs that were being done them, to which Commissioner Atkins would pay no heed. It has been suggested that Mr. Curran had a personal object in view, to secure a division of one of the reservations. If he had such a desire, his assistance to the Indians was none the less timely, useful, and important.

Mr. Phineas H. Calligan, of Chippewa Falls, had been a contractor for timber, and had been driven from the reservations by Gregory, with whom he had controversy before the Commissioner, and he came to Washington with Governor Pound in pursuit of what he claimed to be his rights. Mr. Calligan was summoned by the committee and gave important testimony. He seemed to be a reputable citizen, and as much entitled to do logging under the vicious and illegal system which prevailed as any other contractor, but for some reason, political or other, Agent Gregory became hostile to him.

James I. Coffey, one of the witnesses, an Indian of mixed blood, a well educated and highly intelligent man, has rendered great service to the Fond du Lac Indians as interpreter and otherwise, and has been a principal obstacle to the schemes of Gregory and his favorites. Therefore he has been the subject of unsparring denunciation and persecution by Gregory, who has had him arrested on false charges and has otherwise oppressively pursued him. It is the opinion of the committee that Coffey has been a useful, judicious, persistent, courageous friend of the tribe with which he has been connected, and this opinion is not qualified by reason of the severe denunciations which have been hurled at him nor because he was once tried, with others, for a homicide with which he does not appear to have had the slightest connection.

One general remark is applicable to all four of the witnesses above alluded to. Upon the testimony of no one of them does the case made by the committee against officials who are condemned by this report depend. All facts to which attention was called by these witnesses and relied upon in this report were abundantly proved by other and later evidence; and assaults upon them can be made only in order to divert attention from the public facts which are indisputable—the mismanagement of public trusts by Commissioner Atkins, Agent Gregory, and Secretary Vilas.

The committee now recur to the transactions concerning timber contracts after Commissioner Atkins disappeared from view, and Mr. Vilas, having become Secretary of the Interior, took sole charge of the business and decided to retain in office his protégé Gregory, notwithstanding he had, as the Secretary states in his letter of April 7, 1888, to the chairman of this committee, disregarded the written instructions of the Indian Office and merited reprehension for his failure to obey them.

It appears to have been determined by the Secretary that some means should be devised for stripping the reservations of all the timber possible before the 4th of March, 1889.

Commissioner Oberly, however, was cautious, and insisted upon specific instructions, and the Secretary was compelled to give such, or see the timber saved.

Under 731 contracts 190,206,080 feet of timber, of the admitted value of \$1,083,776.91, had been cut during the winter of 1887-'88. Not one of these contracts had been approved by Commissioner Atkins, although every one had printed upon its face the provision that it should not be valid or binding until approved by the Commissioner. But Gregory, waiting for nothing, had allowed the contractors with their 2,000 white men to go in and seize the timber; the operations of the winter having been attended by the very worst wrongs such as have been described in this report.

The Secretary promptly proceeded with the work.

He first directed that lists should be obtained by Acting Commissioner Upshaw from the contractors of the contracts of 1887-'88, which had not been completed. This letter, dated July 31, 1888, begins by saying (page 1120):

From the consideration which I have given the matter of sale of pine timber from the lands of Indians, I am satisfied that the regulations under which this important business has been conducted are not such as to secure to the Indians the full value of the timber cut and sold from their lands.

Of course the contractors eagerly responded, and they claimed that out of the 731 contracts over 500 had not been completed, and October

20, 1888, Commissioner Oberly made a report to the Secretary, from which the following extracts are taken (page 1135):

The information called for and furnished by Agent Gregory is not such as to enable me to state in each case "what remains to be done to complete performance of contract," but I presume that all contracts, except those in the list furnished in his report, have been fully completed. He states, in fact, that the Indians have been paid in full for all the pine cut, and in some instance (to the amount of \$25,000) contractors have made advances in anticipation of the completion of their contracts this winter.

From the schedule presented, you will observe that in some instances the amount of pine cut is greatly in excess of the amount specified in the contract, and yet the agent reports some of these contracts not completed.

This may be allowable, perhaps, from the language of the contract, where the quantity is stated to be so many thousand feet, *more or less*, the minimum quantity named in any contract on file being 50,000 feet, the maximum 500,000 feet. The quantity cut in some instances exceeds 1,000,000 feet, and in one instance over 2,000,000 feet, the payment for which is not reported by the agent.

* * * * *

It will be observed from this schedule that a large proportion of the contracts made has never reached this office for approval, and those that have been forwarded reached here but a short time before the expiration of the contract, and it is presumed *after* the pine had been cut. I am not aware, however, that any pecuniary loss to the Indians has been sustained by reason of this delay in forwarding contracts, but it has evidently precluded this office or the Department from exercising any control over the matter, or giving any direction whatever in the premises.

It further appears that contracts have not been limited to patented lands, nor even to allotments that had received the approval of the President, but indiscriminately to such tracts as the inclination of the Indian or the contractor might select. There are isolated cases where the contract was for pine on lands other than those allotted or patented to such Indian. There are other instances where the agent does not give the description of the tracts from which the timber had been cut, and this office has no means of knowing the amount cut, other than the statements of the agent in rendering an account of the payments made therefor. In fact the schedule has been made up largely from said statement of sales, inasmuch as the office had no prior knowledge or intimation of the existence of such contracts or agreements.

Notwithstanding these revelations, however, the Secretary in a letter of October 22 hastened the business, concluding as follows (page 1137):

Immediate consideration should be given to all cases of contracts existing, and approval of those which should be approved should be made at the earliest possible date, and instructions given to the agent in regard to the execution of the contracts, or the execution of so much as remains to be done for their full performance. The lateness of the season requires this to be done with the greatest expedition in order to prevent injury to the Indians.

The asserted desire of the Secretary that the Indians should not be injured by any delay in robbing them of their pine timber is a part of the hypocrisy which has characterized the whole spoliation of the Indians under the management of the Secretary's representative, Agent Gregory.

By December 3 the Secretary found himself ready to push things, and addressed a letter to Commissioner Oberly directly approving the making of stumpage contracts and removing the restrictions against white lumbermen on the reservations. This is artfully and effectively done, as follows (page 1155):

If any new contracts are made for cutting this winter during the coming season, I think they should be made so as to provide a clean sum to the Indian for the value of his timber standing, and not subject him to the risks of loss in any of the logging or banking operations. The stumpage value of the timber is a thing easily to be ascertained and much more safely to be estimated than the value of its subject to the risks of deduction by the cost of logging and banking. All such contracts should contain provision that the contractor shall employ Indian labor on equal terms in preference to other, whenever suitable.

December 5, 1888, Commissioner Oberly, by a letter to Gregory, authorized the renewal of the uncompleted contracts of the previous year,

with modifications directed by Secretary Vilas, and he stated, concerning the renewals (page 1158):

they will receive prompt consideration and approval, of which you will be notified by telegraph, so that the parties can commence work at once.

It is with difficulty that the committee can use moderate language in characterizing the action of Secretary Vilas in thus authorizing and endeavoring to legalize the finishing this winter of the spoliation of the Indians which had been so nearly completed the previous winter.

One-fifth—200,000,000 feet—of all timber on the reservations had been in one winter season cut and carried away, without the approval and without the knowledge of Commissioner Atkins, under illegal and secret stumpage contracts, by hordes of white lumbermen, not one of whom had the least right to set foot upon the reservations. Secretary Vilas, admitting the violation of the regulations by his agent, Gregory, sends for lists of the contracts which had not been fully carried out, announces his approval of the two vitally important violations of law and regulations, and, in effect, says, go on with stumpage contracts, let in white lumbermen, and finish the spoliation.

It is hardly possible to conceive of greater maladministration on the part of high public officials.

Gregory and the contractors, thus sustained by Secretary Vilas, did not wait for any more formal proceedings. As soon as snow came, in January, 1889, the reckless cutting of timber again began. There was no waiting for Commissioner Oberly's approval of contracts, any more than there had been the previous winter for the approval of Atkins. But the cautious Commissioner soon began to show some regard for his own reputation, and to doubt the honesty of the Secretary's protégé, Agent Gregory.

January 26, 1889, he says to the Secretary, after a long telegraphic chase after Gregory (page 1251):

From the foregoing report of a telegraphic cross-examination of Agent Gregory made by me, it is made evident that unauthorized timber-cutting has been for a long time in progress on the Chippewa reservations, both on allotted and unallotted lands.

and—

I would also suggest that the resignation of Agent Gregory should be accepted, and that a special agent should be put in charge of the agency.

But the Secretary held to his agent to the last, and refused to relieve Gregory. How could he supersede him when he had in his letter of April 7, 1888, said:

Mr. Gregory has been for years personally known to me, and his character as an honest, upright, and trustworthy man, of good business capacity and practical acquaintance with the business of timber-cutting, warrant at least such confidence in his judgment as to require a careful consideration before it is set aside.

Gregory knew the Secretary better than Commissioner Oberly did; and when, at the conclusion of a long telegraphic correspondence, the Commissioner developed the fact that without waiting for any approval of contracts Gregory and his contractors had defiantly gone ahead with the spoliations, the Secretary instructed the Commissioner to ratify what he had done, which he did by a telegram of January 29, 1889 (page 1244).

In accordance with instructions of the Department, I hereby authorize you to permit the resumption of cutting and hauling under contracts made for the completion of contracts of the season of 1887-'88 that were interrupted by the order of this Office dated March 13, 1888, and also the resumption of cutting and hauling under all new contracts made for the present season.

And so, in spite of all efforts to prevent it, 200,000,000 feet more timber of the Indians is being wrongfully taken from them during the present winter against law, against regulations, against honor, and against decency by a dishonest Indian agent, justified by the Secretary of the Interior. If any one doubts the justice of these strictures let him patiently read the following extracts from copies submitted by Mr. Oberly:

Page 1248:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 26, 1889.

SIR: I have the honor to call your attention to certain facts relating to timber-cutting operations on the Chippewa reservations, La Pointe Indian Agency.

On October 20, 1888, I had the honor of addressing to you a communication on the subject of logging on the reservations of the La Pointe Agency, in which I transmitted to you certain information that had been called for by you on July 31, previous. In that communication I said:

"I would recommend that the agent be specifically instructed to allow no cutting whatever until officially notified that the contract therefor has been approved."

On October 22, in reply to my communication, you gave me, among other instructions, the following:

[Secretary to Commissioner.]

"(1) The agent should be immediately instructed to send to your office all contracts in his office, or within his control, which have heretofore been made between the Indians and any contractor, and *he should be instructed to permit no cutting of timber to be done on tracts of land embraced in such contracts until you shall have considered and approved them.*"

Under this direction I sent to Agent Gregory, on October 22, the following telegram:

[Commissioner to Gregory.]

"Forward to-day all contracts between Indians and contractors for cutting timber that are on file in your office or under your control, and which have not been approved by this office. You may permit cutting under all contracts that have been heretofore submitted and approved in due form, and which have not been fully performed; but you must permit no timber to be cut under any contract that has not been thus submitted and approved."

Prompt attention was not paid to this telegram, and on October 25 I again telegraphed as follows:

[Commissioner to Gregory.]

"Have you received my telegram of 22d relative to timber contracts? If so, telegraph what action you have taken."

To this, on October 23, the agent replied by mail, forwarding forty-four contracts for the sale and delivery of certain pine timber, and on October 26 telegraphed as follows:

[Gregory to Commissioner.]

"Have forwarded contracts in my possession, and notified contractors to complete their incompleted contracts."

On October 29, referring to this telegram, I instructed the agent in reference to the renewal of incompleted and the making of new contracts, and again instructed him as follows:

[Commissioner to Gregory.]

"It must be distinctly understood that no operations can be commenced until you are notified that the contract has been approved by this office, and that no contracts should be made for the sale of timber upon tracts when the allotments have not been approved by the President."

On December 8, 1888, I transmitted to him a form of original contract for the sale of pine timber, with instructions to permit no operations to be commenced on any tract until he had received notice of the approval of a contract covering the same.

Page 1167:

[Commissioner to Gregory.]

DECEMBER 8, 1888.

You are again instructed to permit *no operations to be commenced* on any tract until you receive notice of the approval of a contract covering the same.

[Commissioner to Gregory.]

On December 11, 1888, I received a communication from Messrs. Hutchins and Brennan, of West Superior, Wis., transmitting a copy of a complaint against Patrick Hynes and others in connection with logging operations on the Fond du Lac Reservation, purporting to be signed by seven members of the Fond du Lac band, and of an affidavit, purporting to be signed by some sixty-nine members of said band, and giving the proceedings of a council held by said Indians November 20, 1888.

In these papers it was alleged that Hynes had obtained his contracts by fraud, had violated their terms, and was then making preparation to enter upon their lands and cut and carry away their timber without their consent.

[Commissioner to Gregory.]

On December 17, 1888, I acknowledged the receipt of a list of uncompleted contracts between Patrick Hynes and Andrew Gowan and certain Fond du Lac Indians, from Agent Gregory, and informed him that only nine of Hynes's contracts and five of Gowan's covered lands the allotment of which had been approved by the President.

I also informed him of the papers received from Messrs. Hutchins and Brennan (copies of which were subsequently transmitted to Agent Gregory December 21, 1888), and directed him, in case any of the old contracts were presented for approval, to take the greatest pains possible to ascertain whether the Indian parties to the renewal had been imposed upon in any manner, and if any suspicion attached to withhold his approval; also to bear in mind his previous instructions and prevent at all hazards any entry upon lands the allotment of which had not been approved by the President.

His attention was also called to section 5388 of the Revised Statutes, as amended by the act of June 4, 1888 (25 Stats., 166), and to the fact that lands, the allotment of which had not been approved by the President, were still in a state of reservation and within the protection of the statute.

On December 22, 1888, the Acting Commissioner telegraphed Agent Gregory, as follows:

[Commissioner to Gregory.]

"Reported here that Hynes is cutting timber on Fond du Lac Reservation. Cutting must be stopped immediately. Report facts."

On January 3 the following telegram was sent to him:

[Commissioner to Gregory.]

"Report called for in telegram of 22d ultimo not received. What is the cause of delay? It is again reported that Hynes is cutting timber. This must be stopped. Report what you are doing in the matter."

On the 5th instant Agent Gregory telegraphed as follows:

[Gregory to Commissioner.]

"Have ordered Hynes to remove from reservation. Will send report as soon as I hear facts from farmer."

It appears that if Agent Gregory did order Hynes to remove from the reservation, the truth of which statement I doubt, Hynes paid no attention thereto; and there is reason to believe that the agent made no attempt to obtain the facts from the farmer, and if he did, and obtained them, he did not report them, as he had promised to do. Therefore, and for the reason that other reports of continued timber cutting had reached this office, he was again telegraphed to on the 16th instant, as follows:

[Commissioner to Gregory.]

"Reported here under date of 12th instant that from five hundred to six hundred men were then cutting timber on Fond du Lac Reservation; that Hynes has two hundred and fifty and Gowan as many; that 40,000,000 feet had been cut and is now on the skids, and that Farmer Young is doing nothing to stop the cutting. You will re-

port by telegraph immediately whether these statements are true in whole or in part. If true, you will put a stop to cutting and prevent the removal of any and all timber that has been cut. You must act promptly in this matter and report fully your action.

"Steps will be taken to secure the prosecution of all trespassers."

No reply was made to this by Agent Gregory until the 18th instant, when I received the following:

[Gregory to Commissioner.]

"Have notified Hynes and Gowan, if cutting, to stop at once. Will visit reservation Monday and investigate the matter."

Observing the phraseology, "if cutting," I immediately telegraphed as follows:

[Commissioner to Gregory.]

"Is it a fact that Hynes and Gowan, or others have been cutting timber on Fond du Lac Reservation? A specific answer is required by wire immediately."

To this the agent, on the same day (18th instant), replied as follows:

[Gregory to Commissioner.]

"Do not know whether Hynes, Gowan, or any one else has been cutting on lands on which they were not authorized. Will make a personal investigation at once and report."

Observing the phraseology, "cutting on lands on which they were not authorized," I telegraphed again on 19th instant, as follows:

[Commissioner to Gregory.]

"Has Hynes, Gowan, or any one else been cutting, with or without authority from you or any one else? You have avoided specific answer to telegram of 18th instant."

To this Agent Gregory replied on same date as follows:

[Gregory to Commissioner.]

"Government farmer at Fond du Lac wires me there has been some cutting on lands not patented or approved."

This telegram was followed by another of the same date, as follows:

[Gregory to Commissioner.]

"The Government farmer at Fond du Lac wired me this morning that Hynes and Gowan have been cutting on unpatented lands. They have had no authority from me to do so."

It will be observed that the agent is careful to say that he has not authorized the cutting of timber on unpatented lands, but he does not say that he has not authorized cutting on patented lands, and on approved allotments, although he was instructed to allow no cutting, except on allotted lands, the allotment of which has been approved by the President, and not upon such lands, except under contracts approved by this office; and no such contracts have been forwarded to him.

Following up this indication that Agent Gregory had utterly disregarded the orders of this office, made upon your express direction, I sent to him on the 20th instant the following:

[Commissioner to Gregory.]

"Your telegram of 19th as to cutting by Hynes and Gowan on Fond du Lac received. Has any timber been cut on any of the other reservations within your agency since you received instructions to permit no cutting until contracts had been approved by this office? If so, immediately inform me on what reservations the cutting has been done, and of the names of the parties who have been cutting. If cutting is now in progress it must immediately and peremptorily be stopped. You are particularly directed not to permit Hynes or Gowan or any person who has been cutting on any reservation of your agency, or any other person, to remove any of the timber that has been cut."

To this he replied, on the 21st instant, as follows :

[Gregory to Commissioner.]

"Cutting has been done on Bad River Reserve by Maxim Haskins, Denomie, Brown, and Lyons & Sullivan; at Lac Court Oreilles Reserve by Valley Lumber Company, England, Thomas & Clark, and Carroll & Hoffman; on Lac de Flambeau Reserve by Henry and Sherman. Have notified all parties not to remove any of the timber."

To this, on the same day, I made the following reply :

[Commissioner to Gregory.]

"Information reaches this office that timber heretofore cut is being hauled off. This is in direct violation of instructions to you. The fact disclosed by your telegrams, that cutting has been going on in violation of express orders to you, and the fact of your evasive replies to telegrams from this office, leads me to believe that you have, to say the least, been very derelict in the performance of your duties. I repeat, that all cutting and removal of timber must be immediately stopped. I desire a full and complete report concerning this whole matter."

And to this, on the same day, the agent replied as follows :

[Gregory to Commissioner.]

"Your telegram received. Will send a detailed report to-morrow by mail."

This was received by me on the 22d instant, and was replied to as follows :

[Commissioner to Gregory.]

"Your telegram of 21st received. I desire to be informed by wire whether or not timber heretofore cut is being removed."

To this the reply was as follows :

[Gregory to Commissioner.]

"Have given orders that no timber is to be removed. Do not know whether orders are obeyed or not, as reservations are too far apart for me to visit them in less than ten days, but presume they are. Have notified farmers to inform me if any person persists in removing timber."

But this was not satisfactory, and I therefore telegraphed as follows :

[Commissioner to Gregory.]

"Your telegram of 22d received. On what date did you give orders to farmers not to permit cutting of timber, and when did you give orders to farmers not to permit removal of timber? Has any timber been removed since you received orders not to permit cutting until contracts had been approved?"

And this I supplemented as follows :

[Commissioner to Gregory.]

"Information reaches this office this morning that cutting and hauling of timber continues, and that loggers threaten violence to all interfering with them.

"Are loggers still cutting and removing timber, and do they threaten violence as alleged?"

Evading, as you will observe, a candid reply to the question, "On what date did you give orders to farmers to not permit cutting of timber?" the agent replied as follows :

[Gregory to Commissioner.]

"Notified all farmers on 21st to have all cutting and hauling stopped at once. Farmer Young reports that all work has stopped. Have received no reports from the other reservations. Have heard of no loggers threatening violence, and do not believe that they have made any such threat. Timber has been removed up to date of my order."

From the foregoing report of a telegraphic cross-examination of Agent Gregory made by me, it is made evident that unauthorized timber-cutting has been for a long time in progress on the Chippewa reservations, both on allotted and unallotted lands.

No contracts for cutting on any of the reservations of the La Pointe Agency have been approved by this office (with the exception of seven, the approval of which has not been made known either to the parties or Agent Gregory), so that any cutting of timber on these reservations is without authority and in violation of the instructions of this office and the Department, which both the agent and the contractors seem to have entirely ignored.

From the statements of the Fond du Lac Indians and the attorneys claiming to represent them, it is apparent that timber has been cut from allotted lands without the consent and against the wishes of the allottees.

I would also suggest that the resignation of Agent Gregory should be accepted, and that a special agent should be put in charge of the agency.

With the above statement of facts and expressions of opinion the matter is submitted, with request for such instructions as you may deem proper in the premises.

Very respectfully, your obedient servant,

JNO. H. OBERLY,
Commissioner.

The honorable the SECRETARY OF THE INTERIOR.

Page 1239 :

[Telegram.]

WEST SUPERIOR, WIS., *January 24, 1889.*

J. M. VALE,
928 F street, Washington, D. C. :

Loggers will not allow Indians to go on their land. They threaten to chop them down. Troops absolutely necessary to remove trespassers.

JOHN BRENNAN.

[Telegram.]

CLOQUET, MINN., *January 25, 1889.*

J. M. VALE,
928 F street, NW., Washington, D. C. :

Cutting and hauling continues. Indians fear violence if they interfere. Get troops if possible.

JOHN BRENNAN.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 25, 1889.

GREGORY, *Agent, Ashland, Wis. :*

Have you been absent from your agency since December 1, 1888, and, if so, how long and by what authority ?

JNO. H. OBERLY, *Commissioner.*

[Telegram.]

THE WESTERN UNION TELEGRAPH COMPANY,
Ashland, Wis., January 25, 1889.

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

Was absent from December 20 to December 23. See authority dated February 27, 1888.

GREGORY, *Agent.*

Page 1243 :

[Telegram.]

ASHLAND, WIS., *January 28, 1889.*

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

Farmer at Lac de Flambeau reports A. M. Sherman and John T. Cosgriff continue cutting and hauling logs. This is the only reservation where work proceeds contrary to instruction.

GREGORY, *Agent.*

Page 1247 :

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, February 5, 1889.

GREGORY, *Agent, Ashland, Wis.* :

It is again reported here that cutting is proceeding on the Fond du Lac Reservation. Permission given in telegram of 29th ultimo does not apply to Fond du Lac, as no renewed or new contracts have been presented to this Office. The order to stop cutting upon this reservation must be vigorously enforced.

JNO. H. OBERLY,
Commissioner.

Page 1248 :

[Telegram.]

ASHLAND, WIS., February 5, 1889.

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

I informed loggers on Fond du Lac Reservation, through the farmer, that all cutting must be stopped. Farmer reported that cutting had stopped. Have telegraphed to find out.

GREGORY, *Agent.*

[Telegram.]

ASHLAND, WIS., February 6, 1889.

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

Leave to-morrow to make Vermillion Lake payment; shall be gone ten days or more. No cutting going on at Fond du Lac Reservation.

GREGORY, *Agent.*

Page 1258 :

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., February 13, 1889.

TO GREGORY, *Agent, Ashland, Wis.* :

In view of the lateness of the season no more new contracts for the sale of pine timber should be made or approved by you.

JNO. H. OBERLY,
Commissioner.

Pages 1159, 1160, and 1161 :

[In the matter of cutting timber on lands allotted to the Fond du Lac band of Chippewa Indians.]

COMPLAINT.

The members of the Fond du Lac band of Chippewa Indians, to whom allotments have been made under an act of Congress passed and approved February 8, 1887, and who, during the summer and fall of 1887, entered into contracts with Patrick Hynes to cut and deliver unto him certain amounts of logs in said contracts specified during the logging season of 1887 and 1888, respectfully represent to the honorable Commissioner of Indian Affairs:

I.

That the said contracts were fraudulently obtained by the said Patrick Hynes; that the said Hynes falsely and fraudulently represented unto us that he had the sole power and authority from the Government to contract for our timber and that we could sell the same to no other person or persons; that said representations were false and were by him made with the intent to cheat and defraud us, knowing that they were false; that we relied upon said representations and were thereby induced not to seek purchasers for our timber elsewhere and to enter into said contracts.

That the price to be paid for said timber as stated in said contracts does not exceed \$5 per M foot, board measure, for logs delivered on the bank of the river. That

at the time of the making of said contracts timber of the class called for therein, delivered as required thereby, was reasonably worth and the market price thereof was \$6 to \$6.50 per M foot and is now reasonably worth \$6.50 to \$7 per M foot.

II.

That instead of having us cut and deliver said timber to said Hynes, as in said contracts it was provided we should do, he, the said Hynes, let the cutting and banking thereof unto white men, who, with crews composed exclusively of white men, under the instructions of the said Hynes, went in upon our said lands and cut and banked about 30,000,000 feet of logs. That all labor performed in and about said timber was performed by white men.

That we during the logging season of 1887 and 1888 could have cut and banked the amount of logs aforesaid without the aid of white men, excepting their assistance in some cases in furnishing us with teams and logging outfits.

That many of us were ready, willing, and able to cut and bank the amount of logs we had agreed to deliver, but were prevented from so doing by the said Patrick Hynes, who ordered us off our said lands.

That many of us applied to the said Hynes for work, to assist in cutting and banking said logs, and he refused to give us employment, stating that he did not want to be bothered with Indians.

That the said Hynes in cutting said timber selected the best of it wherever found, and did not leave standing on each claim in a compact body one-fourth thereof, as required by the rules of the Department of the Interior, but on the contrary cut and slashed out said timber, selecting the best and rejecting all that was not first-class.

That the said Patrick Hynes cut and carried away timber on lands allotted to many of us with whom he had no contracts. That there are many of us with whom the said Hynes has not settled for what logs he cut and carried away.

That to those with whom he did settle he did not give a correct scale of the logs cut and banked, rejected all logs which were not prime, and has refused to give or furnish to many of us any scale at all. That the false scale so furnished was knowingly used by the said Patrick Hynes as a basis of settlement, and the Indians were thereby cheated and defrauded out of many thousand feet of logs; the exact amount we are unable to state.

That in making said settlements the said Hynes deducted the cost of cutting and banking said timber from the contract price thereof; that he charged high and exorbitant prices for doing said work, and the amount allowed the Indians in any case did not exceed \$1.50 per M feet, board measure, and in a majority of the cases it was less than this amount.

That the said Hynes in making said settlements where he had advanced provisions to an Indian in excess of the amount of pine on his claim would transfer said account and charge it to an Indian who had a claim on which there was pine sufficient to pay said account.

That in said settlements the said Hynes charged the Indians \$10 for surveying each claim; that the contracts with the said Hynes expired by limitation May 1, 1888.

III.

That the said Hynes is now making preparations to enter upon our said lands and cut and carry away the timber thereon without our consent and against our objections.

That some of his jobbers are now on said lands with crews composed exclusively of white men preparatory to cutting said timber. That neither the said Hynes nor any of his jobbers will employ Indian labor. That the said Hynes claims to have permission from the Department to enter upon said lands and clear up the lands cut over last season. That he does not intend to clear said land but is merely using this pretense to get on to our lands, and cut our timber and carry it away. That we are informed and verily believe that the said Hynes intends to strip our lands of its best timber and cheat and defraud us out of the price therefor.

That many of us are ready, willing, and able to cut and bank our own logs, and we proposed to the said Hynes so to do, but this by intimidation and threats he refused to allow us to do, claiming that he had orders to go in and cut "the whole damn business," and that he proposed to do so regardless of the Indians.

IV.

That the said Hynes, aided and abetted by Farmer Young, at the Fond du Lac Reservation, and J. T. Gregory, Indian agent at Ashland, Wis., as we are informed and verily believe, intend to strip our said lands of the valuable timber thereon and cheat and defraud us out of the same.

That we are informed and believe that the reports heretofore sent by the said Young and those sent by the said Gregory to the honorable Commissioner of Indian Affairs in regard to the cutting of timber on our reservation were false and untrue. That we have been knowingly and willfully misrepresented by said agent and farmer. That we are informed by said farmer that the said Hynes is the only person who can cut timber on our said lands and with whom we can make contracts in reference thereto.

That the said farmer has prevented us from cutting ties upon our said lands. That we intended to clear our land by cutting said ties, and intended selling said ties to obtain means to support ourselves. That the special agents heretofore sent out by the Department on complaints made failed to perform their duty and willfully neglected to investigate matters, and, as we are informed and believe, falsely reported the facts which came beneath their notice.

V.

Wherefore we pray that an order be made restraining the said Hynes, his agents and employes, from cutting any timber upon our said lands, and that we be permitted to sell our timber on contracts subject to the approval of the Department in an open market to the highest bidder.

We object to the said Young and Gregory, or either of them, passing upon any contract made by us, because of their affiliation with those who have heretofore cheated and defrauded us. We can not trust them, and instead of honestly performing their duties as public officers they will do all they can to deprive us of our rights.

In the event you deem an investigation necessary we ask that pending such investigation an order be issued restraining the said Hynes, his agents and employes, from cutting timber on said lands. We ask that said investigation be had on our reservation or at some convenient point thereto; that we be allowed to appear in person and by attorney and produce witnesses in our behalf.

We ask that said investigation be had upon our reservation for the reason that all of us are poor and few of us have means sufficient to more than live. That it would be impossible, owing to our financial condition, to attend and present our case before any tribunal at any great distance from our said reservation; and thus, as in duty bound, shall we ever pray.

Page 1244:

In the matter of cutting timber on the Fond du Lac Indian Reservation, in the State of Minnesota.

The Fond du Lac band of Chippewa Indians, by their attorneys, B. F. Hutchins and John Brennan, respectfully represents:

I.

That for the last six weeks and upwards Patrick Hynes and Andrew Gowan have been cutting timber on the Fond du Lac Indian Reservation; that the said Hynes has now in his employ or under his supervision about two hundred and fifty men, and the said Gowan about one hundred men; that they are cutting timber on lands allotted to Indians, which allotments have not yet been approved by the President; that the said Hynes and Gowan have so far this season cut and placed upon skids about 40,000,000 feet of logs.

That they are making preparations to bank said logs and will do so and remove them if not restrained. That said cutting has been done with the knowledge of the Government farmer, H. T. Young, on said reservation, and that he has taken no steps to prevent the same, but on the contrary has connived at the said unlawful acts of the said Hynes and Gowan and aided and abetted them. That he, the said Young, has used his position as farmer to compel the Indians to contract their timber with the said Hynes. That when the said Young received orders from J. T. Gregory, Indian agent at La Pointe Agency, to have the cutting stopped on said reservation, instead of obeying the same he set to work to procure the signatures of Indians to a written instrument the contents of which complainants are unable to ascertain.

That we have by our attorneys investigated the manner in which the signatures to said instrument were obtained, and, after interrogating eight of said persons, were unable to ascertain the nature or character of said instrument, for the reason that none of said persons so interrogated knew the contents thereof. That after the 1st day of December, 1888, the said Hynes entered into a contract with Louis Winnebashe, to whom an allotment was made for a minor child, James Winnebashe, on October 3, 1888, or the NW. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ section 33, township 50, south of range 17 west, to cut timber on land allotted to said minor child. That as we are informed and verily believe the said Young knew of said contract and assisted in bringing the same about.

Wherefore we pray that said cutting be stopped, that the said Young be removed, and that some suitable person of known honor, honesty, and integrity be appointed in his stead; that we be allowed to sell said logs and receive the proceeds thereof without being in any way subject to the control of either the said Young or the said Gregory. We ask that we be allowed to enter into a contract for the sale of said logs and forward the same direct to the honorable Commissioner of Indian Affairs for his approval. And thus in duty bound shall we ever pray.

B. F. HUTCHINS & JOHN BRENNAN,
Attorneys for the Indians.

STATE OF MINNESOTA, *County of Carlton, ss:*

Michael Defauld and Antoine Naganup, being duly sworn on oath, each for himself, says: That he is a member of the Fond du Lac band of Chippewa Indians. That he has had interpreted and explained to him the foregoing complaint, and that he knows the contents thereof, and that the same is true of his own knowledge excepting those matters therein stated on information and belief, and as to those matters he believes it to be true.

MICHAEL (his + mark) DEFAULD.
ANTOINE NAGANUP.

Subscribed and sworn to before me this 14th day of January, 1889.

[SEAL.]

H. B. ALLEN,
Notary Public, Carlton County, Minn.

Pages 1163, 1164, 1165, and 1166:

Chiefs and head-men, in council, to the President.

(Received in Indian Office December 8, 1888.)

GROVER CLEVELAND,

Executive Mansion, Washington, D. C.:

Whereas we, the Indians of the Lac Court Oreille band of Chippewa tribe, once more meet in council to repeat our oft and unheeded prayers and petitions for protection from oppression so burdensome to our people. The following resolutions were passed to be transmitted for your consideration. We are compelled to do this, because all efforts to be heard have proved futile through other sources.

Resolved, first and foremost: We want a new agent. Gregory resigned during the last winter, and why have we not had a new and honest agent? We have not seen Gregory on the reservation for many months. Still, it is as well that it is so. We have no need of him; we will transact no business with him. Our experience with him has schooled us to be wary of his plots and intrigues.

Second. We peremptorily request that no patents be issued in favor of outsiders, the same who were permitted to cut timber without patents by Agent Gregory the past winter; that orders be issued by the proper Department in Washington to suspend all operations done by and for them, because they acquired their claims through fraud and against the free will and assent of the council, and not by virtue of legal right of nativity and permanent residence on the reservation. The benefit of the timber so cut to inure to the benefit of the person, a member of the reservation, applying for allotment of said land.

Third. Our people are desirous that the "Dawes bill" be put in operation, and that the special agent provided by said bill be immediately dispatched, with instructions in accordance to the law which provides the same. Throughout every reservation in this agency he has been looked for, as promised, with great anxiety.

Fourth. Orders from Gregory having been issued that the incompleting contracts of last spring by Department orders be opened and completed this fall, surprised our people, because it is reasonable to suppose that if it were wrong to continue cutting through mismanagement of Indian affairs, why is it not wrong still? Has anything been done to alleviate our troubles; have our complaints, prayers, and petitions been heeded; has our oppression been made lighter by reason of them? Not in the least. The same routine is being pursued by orders from Gregory. The camps are filled with white laborers exclusively, the Indian being entirely unknown, because, as it is said, he estimates the worth of his labor to high. Is it not a common law among all nations, of whatever creed or color, to set a price on his own ware for traffic? Should not the laborendo as much on his own time? If the Indian is expected to reduce his wages to a fair rate to meet the exigency of the times, should not the trader also be expected

to reduce his prices on his ware? The trader makes statement that no money is made in logging because of high price of wags, but where do they get the money to buy fast horses and nice equipages, and keep up their fast living, which they have enjoyed since entering in logging speculation? They say they are losing money every year; why is it they do not quit the job and give place to others? They come here of their own free will, and may go when they will. None of them are too good to retain very long; better ship them off before they are thoroughly proficient in the art of Indian traders of old. We would be glad to get rid of some of them.

Fifth. Now that the election is over the white labor can very well be dispensed with and replaced with Indians, which action would be met with a lasting and grateful commendation from our people. Within a few weeks the Indians wrote to Gregory, being anxious to know whether the people who cut timber without patents were to be permitted to cut this fall. Gregory answered that no one will be permitted to cut timber without patents. We felt relieved. At the same time, in the same breath, he was permitting them to cut. This we urgently request to be put a stop to, as it is so much more taken from the mouths of our children to feed adventurers. You certainly know what you would do were you placed in the same predicament we are.

Sixth. We peremptorily request that no new contracts be made without a positive understanding between the Department, traders, and contractors that no white labor be employed unless absolutely necessary, necessity arising from insufficiency of Indian help. The agent should not be empowered to introduce white labor on any other grounds (because as the old saying goes, give him an inch he will take a foot) and that not without consulting the Indians in open council. The price for Indian labor should be determined by a council of Indians, the Government farmer and the traders being present, for the purpose of a compromise in the matter. It is utterly impossible for an Indian living on the reserve to support himself and family by working at the price the Swede and Norwegians do because their wants are few and they are not obliged to buy goods at the store; most of them save all their earnings and take it from the country, whereas the Indian is obliged to pay a high price for his goods and supplies; either he has to take it or leave it alone and go without, for he can not draw money from the trader when he will. The Indian draws a time check from his employer for so many days' work; he needs money and must have it for a special purpose; perhaps his family is living 40 miles away and is in want; he takes this time check to the trader; he gets his money at a discount of 10 or 15 per cent., which is outrageous.

We have nearly exhausted our breaths crying to the Department for justice in behalf of our people; our prayers and petitions have been disregarded; they have been unheeded; our people are being goaded even to the very verge of desperation. We have been crying for protection; we have complained of being robbed of our lands and given to outsiders; we are robbed of means to make a living by introducing white labor on the reservation; we have complained that our fields were being run over and devastated by the white man's cattle and hogs, our crops destroyed by the same, but nothing is done; all is disregarded and unheeded; being unable to cope with them through the process of law; we are therefore left to mourn the loss at our leisure.

We will now proceed to give a detailed explanation of the whole matter. At the spring council of 1886 (it being the annual council) Agent Gregory entered into a compromise with the council after an ineffectual effort had been made by the Indians to erase every one from the list of applicants who was not a permanent resident of the reservation, that in order to be entitled to the selections of land they had made they should be held under obligation to build habitable buildings on said selections; every person not complying with the obligation during the year up to the annual council of 1887 should be erased from the list. The document binding the Indians to that effect was duly signed, while Gregory promised he would do his part in the matter.

During the lapse of the time above mentioned the Indians were informed that Gregory did not mean to do as he agreed, but would send the list as it was to be approved by the President and patents be issued in their favor. The Indians made another effort to enforce the obligation, but Gregory was obdurate and ugly; would not yield. Wherefore during the past winter Gregory permitted these same individuals without patent to cut the timber on their selections. During the summer of 1886 the Indians, exasperated almost to desperate deeds by Gregory's treachery, sent a petition to Commissioner Atkins complaining of the base treatment by Gregory (yet Atkins swore before the investigating committee that complaints had never been made to him). This same petition was sent to Gregory from Washington with instructions to find out whether the signatures affixed to the petition were genuine. Gregory sent the same to Farmer Rusler to do the job, with instructions to hold it until called for, where it remained until last spring and brought to light by Inspector Marcum when investigating on this reservation.

We would therefore refer you to that petition, which is embodied in Inspector Mar-

cum's report. The base treachery perpetrated by Gregory has brought to light a small cloud not bigger than a man's hand, which may eventually assume proportions, and would, had it not been for the delegation visiting Washington the past winter, on whom we expected a change would be effected. Until within a few weeks, yea, until the time that Gregory issued orders to commence logging, we had hopes of a change, but now our hopes are dead within us, and hence this petition.

The foregoing recital is the beam in our eyes. Remove this, and we are made whole, the remedy being a compliance with our imperative requests, which are just and honest, notwithstanding representations made by parties who have axes to grind—parties who unconsciously led you to turn the stone for their grinding by approving the claims of individuals mentioned as outsiders.

The term outsiders is applied to mixed bloods or half-breeds, who flocked on the reservation, leaving their farms and homes and other property in the hands of other parties, issuing from different counties in the State of Wisconsin, whose parents have for many long years abandoned their tribal relations, who themselves have never resided on any reservation, but born and bred among white people, claiming citizenship, by virtue of which have acquired land and other property, who, merely to plunder the poor Indian, have appeared on the premises eager to claim relationship; who by bribery and other pernicious devices soon fell into the good graces of a certain class of the Indians, who for the sake of being let alone, and like as not a bottle of whisky, had them enrolled clandestinely.

Repeatedly the chiefs remonstrated with the agent that no more outsiders should be enrolled, while as often the agent would assure them that at the annual council they had the privilege of rejecting any and erase from the list whom they objected to. But this was to deceive and disarm suspicion of his real intentions. The more he had on the list, the more it furthered his own ends, and the more it benefited the trader, but death to the rising generation of Indians.

The entering of selections of land by said outsiders since the existence and approval by the President of the Dawes bill is another beam in our eye to be extracted by an order issued that said list be laid aside forever and the land be allotted to members of the reservation.

Respectfully submitted.

Present in council and affix their signatures:

Ah-ke-wen-zee, chief; George Sheff, chief; Omah-iaw-wa-je-wabe, chief; Frank Shogay, headman; Gekek, headman; Me-ze-wa-ge-zhig, headman; Nah-sah-we-ge-sis; Gah-be-bo-no-kay; John Corbin; Louis Hall; George Rous-sain; L. V. Corbin; Ozha-wash-ko-gwan; Tahge-o-say.

The others being absent on their hunting grounds.

LAC COURT OREILLE RESERVATION,
Sawyer County, Wis., November 17, 1888.

Charges of chiefs against Agent Gregory.

(Received in Indian Office December 8, 1888.)

That whereas at some future day we are to be visited by a "special agent" from Washington, long promised, for the purpose of allotting lands in severalty to the Indians of this reservation.

Therefore, we, the said Indians in council assembled, corporally, claim and hereby assert that a wrong and injustice has been done us by Agent Gregory by usurping our prerogative to discriminate to whom allotment of land should be made upon our reservation, thereby despoiling the pine product of our land by indiscriminately allotting the same to adventurers seeking for plunder, and hence feeding the greediness of timber sharks. A wrong and injustice has also emanated from the Department in Washington, in that no formal announcement officially of the "Dawes bill" has yet been made to the Indians residing on this reservation.

The existence of said bill was known by outside parties through newspapers a long while before it reached any one on the reservation, and while we have been waiting for an official announcement the said outside parties were busy scouring the country on the reservation for the most profitable pine lands, which they have entered either for themselves, wives, or children, thus leaving nothing but their cullings to the residents of the reservation. A few of the last mentioned have entered gleanings. There are many yet to be provided for who are anxiously awaiting the coming of the special agent, in the hopes that the "Dawes bill" will be the course pursued to the letter thereof.

* * * * *

This document was drawn up in anticipation of the coming of the special agent at a council of Indians of this reservation in the early part of the summer, June 12, 1888. We really believe had the special agent come, as was promised, all this difficulty and uneasiness would have been avoided. You will by the inclosed document derive information as to the feeling and sentiments of our people in general.

AH-KE-WEN-ZEE,
Chief.
GEORGE SHEFF,
Chief.
FRANK SHOGAY,
Headman.

LAC COURT ORELLE RESERVATION,
Sawyer County, Wis., June 12, 1888.

EXCUSES OFFERED FOR THE WRONGS AND OPPRESSIONS OF THE INDIANS.

Only two excuses for the long series of violations of laws, infractions of regulations, and spoliations of the Indians, committed by Agent Gregory without hindrance from his superior officers and with their final approval, have been suggested to the committee. One is that the interests of the Indians have been promoted by the system of timber cutting adopted by Gregory; and the other is that like things were done prior to March 4, 1885, under the management of Agent Durfee and Commissioner Price.

There is no just foundation for either excuse.

The committee have in this report endeavored to fix the attention of the Senate upon the great and permanent injury to the dependent Indians resulting from the spoliation of their timber during the last three years, the result of which is that the timber is half gone from the reservations, cut not by the Indians themselves, but by rapacious white lumbermen, under stumpage contracts, which have brought inadequate prices to the Indians, who have squandered what money they have received, and who, deluded by temporary prosperity, have acquired not habits of industry but of idleness, and have been, as a general rule, in every way injured and in no way benefited by the wholesale destruction of their forests. The claim, therefore, that the interests of the Indians have been promoted by plundering them is a reckless, discreditable, and false pretense.

Equally incorrect is the claim that any justification for the wrongs done since 1885 can be found in proceedings prior to 1885. As has been shown, the action which alone made it feasible to despoil the Indians was the change made in the contracts, by which, instead of the Indians cutting and delivering their own timber at a price covering its value at the place of delivery, white lumbermen were allowed to go upon the reservations and cut it for stumpage prices. Upon this fundamental change the whole structure of fraud and oppression depended. Without this change the wrongs committed would have been impossible.

This change has been solely the work of this administration. The committee have heretofore shown by the testimony that no stumpage agreements nor logging by white lumbermen were allowed by Mr. Durfee. The cooks, teamsters, and foremen allowed during the winters of 1882-'83 and 1883-'84, were dispensed with during the winter of 1884-'85, and the work being done solely by the Indians, the cutting fell off as follows: We repeat figures heretofore given:

In 1882-'83, there were cut 5,872,784 feet; in 1883-'84, there were cut 44,957,298 feet; in 1884-'85, there were cut 26,149,693 feet. On the other hand, under Messrs. Vilas and Gregory, allowing stumpage contracts and

filling the reservations with white lumbermen, the result has been as follows: In 1885-'86, there were cut 63,945,769 feet; in 1886-'87, there were cut 128,766,357 feet; in 1887-'88, there were cut 190,206,080 feet; in 1888, there is being cut as much timber as the contractors choose to cut, contract or no contract; permission or no permission.

The claim that the present administration has only followed in the path and pursued the system of the last administration may well be left to refutation solely by the above figures. It is true that under Mr. Durfee in some cases Indians began to cut their timber and haul it to the bank before the contracts had reached and were approved by the Commissioner of Indian Affairs. But the difference is easily apparent between allowing an Indian to cut and haul his own timber, under the limited and carefully-guarded system of true and honest contracts established by Messrs. Durfee and Price, and allowing white lumbermen, under contracts false, deceitful, and fraudulent, to cut, seize, and carry away the timber of the Indians in unlimited quantities, and under a system in effect one not of purchase but of plunder, established since 1888.

REMEDIES PROPOSED BY THE COMMITTEE.

On the 10th day of August, 1888, the committee adopted the following resolutions:

Resolved, As the sense of this committee:

(1) That no sale of pine timber from the Bad River, Fond du Lac, Court Oreille, or Flambeau Reservations should be allowed to be made by any Indian before his allotment of land in severalty has been formally approved by the President, and the allottee so notified; nor before such notice should any negotiations be allowed with any Indian for such a sale.

(2) That no further sales of pine timber from allotted lands should be allowed until after rules and regulations, specifically and accurately defining and prescribing the terms and conditions of such sales and adequately protecting the Indians both during the making and the performance of the contracts and in the disposition of the money received from such contracts, have been adopted by the Secretary of the Interior and publicly promulgated.

(3) That the pine timber remaining on the reservations upon lands not allotted to Indians in severalty, whenever it is expedient to sell the same, should, if it may lawfully be done, be sold by the Government under law or suitable regulation, and the proceeds held in trust for those members of the various tribes who have not received allotments in severalty of pine-timber lands, or otherwise held and disposed of as may be legal or equitable.

(4) That no further allotments of lands in severalty should be made to the Indians except where the allottee desires and intends to make his home upon the land allotted to him, or to cultivate the same or use it for grazing purposes.

In pursuance of these resolutions the following bills have been reported to the Senate, and the committee recommend their passage:

[S. 3522, Fiftieth Congress, first session. Calendar No. 2330. A bill regulating the purchase of timber from Indians.

SEPTEMBER 6, 1888.—Mr. Platt introduced the following bill; which was read twice and referred to the Select Committee on Indian Traders.

SEPTEMBER 19, 1888.—Reported by Mr. Chandler with amendments, viz: Strike out all after the enacting clause and insert the part printed in *italics*.

[The bill as introduced is not republished here.]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That it shall be unlawful for any person to contract for, or to purchase from any Indian pine timber upon the Fond du Lac Reservation in Minnesota, or upon the La Pointe or Bad River, Lac Court Oreille, or Lac de Flambeau Reservations, in the State of Wisconsin, until an allotment in severalty of the land upon which said timber is

situated has, in pursuance of some treaty or law, been made to such Indian, and formally approved by the President, and the allottee has been notified of such approval.

SEC. 2. That the Secretary of the Interior is hereby directed to make and publish rules and regulations, specifically defining and prescribing the terms and conditions upon which persons may contract for, or purchase pine timber from, Indians to whom lands within said reservation have been allotted in severalty, and adequately protecting the Indians both during the making and performance of any contracts for such timber, and in the disposition of any money received upon such contracts. It shall be unlawful for any person to contract for, or to purchase pine timber from, any lands so allotted in severalty to Indians until after such rules and regulations shall have been made and published by the Secretary of the Interior.

SEC. 3. That any person contracting for, or purchasing pine timber from, any Indian contrary to the provisions of this act, shall be deemed guilty of a misdemeanor, and be punished by a fine not exceeding one thousand dollars, or by imprisonment in the penitentiary not exceeding six months, or by such fine and imprisonment both, at the discretion of the court.

Amend the title so as to read: "A bill regulating the purchase from Indians of timber upon certain Chippewa Reservations in Minnesota and Wisconsin."

[S. 3582. Fiftieth Congress, first session. Calendar No. 2418.]

SEPTEMBER 24, 1888.—Mr. Chandler introduced the following bill; which was read twice and referred to the Select Committee on Indian Traders.

OCTOBER 4, 1888.—Reported by Mr. Chandler without amendment.

A BILL to authorize the sale of timber on certain lands reserved for the use of the Chippewa bands of Indians in the States of Wisconsin and Minnesota.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior is hereby authorized to cause to be appraised and sold the timber, or such portion thereof as in his judgment it is for the interest of the bands to have sold, upon the lands situate on the Fond du Lac Reservation, in the State of Minnesota, the La Pointe or Bad River, Lac Court Oreilles, and Lac du Flambeau Reservations, in the State of Wisconsin, reserved for the Chippewa bands of Indians, except such lands as have heretofore been allotted to Indians in severalty. The said timber shall be appraised by two or more disinterested appraisers to be selected and appointed by said Secretary, in eighty-acre lots, according to the public survey. Each appraisal shall state the quality, quantity, and value of the pine timber growing or being on each lot, and shall be returned at the appropriate land office and shall be subject to public inspection for at least sixty days before the day appointed for the sale of said timber as herein provided. One copy of each appraisal shall be made and returned to the said land office within six months from the taking effect of this act, or as soon thereafter as practicable, and a duplicate thereof to the Secretary of the Interior; and the persons appointed to make such appraisal shall receive such compensation for their services as may be fixed by the Secretary of the Interior.

SEC. 2. That the timber appraised as aforesaid shall be advertised for sale by notice of not less than two months, to be published in at least three newspapers published in the States of Wisconsin and Minnesota and having general circulation in said States, and shall be offered at public auction, at such suitable place or places as may be designated by the Secretary of the Interior, to the highest bidder, in lots of not exceeding eighty acres, but shall not be sold for less than the appraised value thereof. All of said timber remaining unsold at the expiration of one year after it shall have been offered as aforesaid may, if the Secretary of the Interior shall deem it for the best interests of the Indians, be again advertised and offered at public auction, at such suitable place or places as may be designated by the Secretary of the Interior, at not less than the appraised value thereof, and shall in all cases be sold for cash only. The purchasers of said timber may have five years to remove the same, or not to exceed ten years, in the discretion of the Secretary of the Interior.

SEC. 3. That the sum of ten thousand dollars, or so much thereof as may be necessary, be, and the same hereby is, appropriated, out of any money in the Treasury not otherwise appropriated, for the payment of the expenses of survey, appraisal, and sale of the timber herein authorized to be sold, which expenses shall be reimbursed to the Treasury of the United States from the first proceeds of the sale of timber as hereinbefore provided, and the residue of such proceeds shall be paid to or funded and held in trust for those members of each of the Chippewa bands of Indians belonging

to said reservations who have not received allotments in severalty of pine timber lands, in such manner as the President may determine.

SEC. 4. That this act shall be and remain inoperative until full and satisfactory evidence shall have been placed on the files of the office of the Commissioner of Indian Affairs that the sales of timber herein authorized have the sanction of each band interested, evidenced by orders or agreements taken in full council.

[S. 3583. Fiftieth Congress, first session. Calendar No. 2420.]

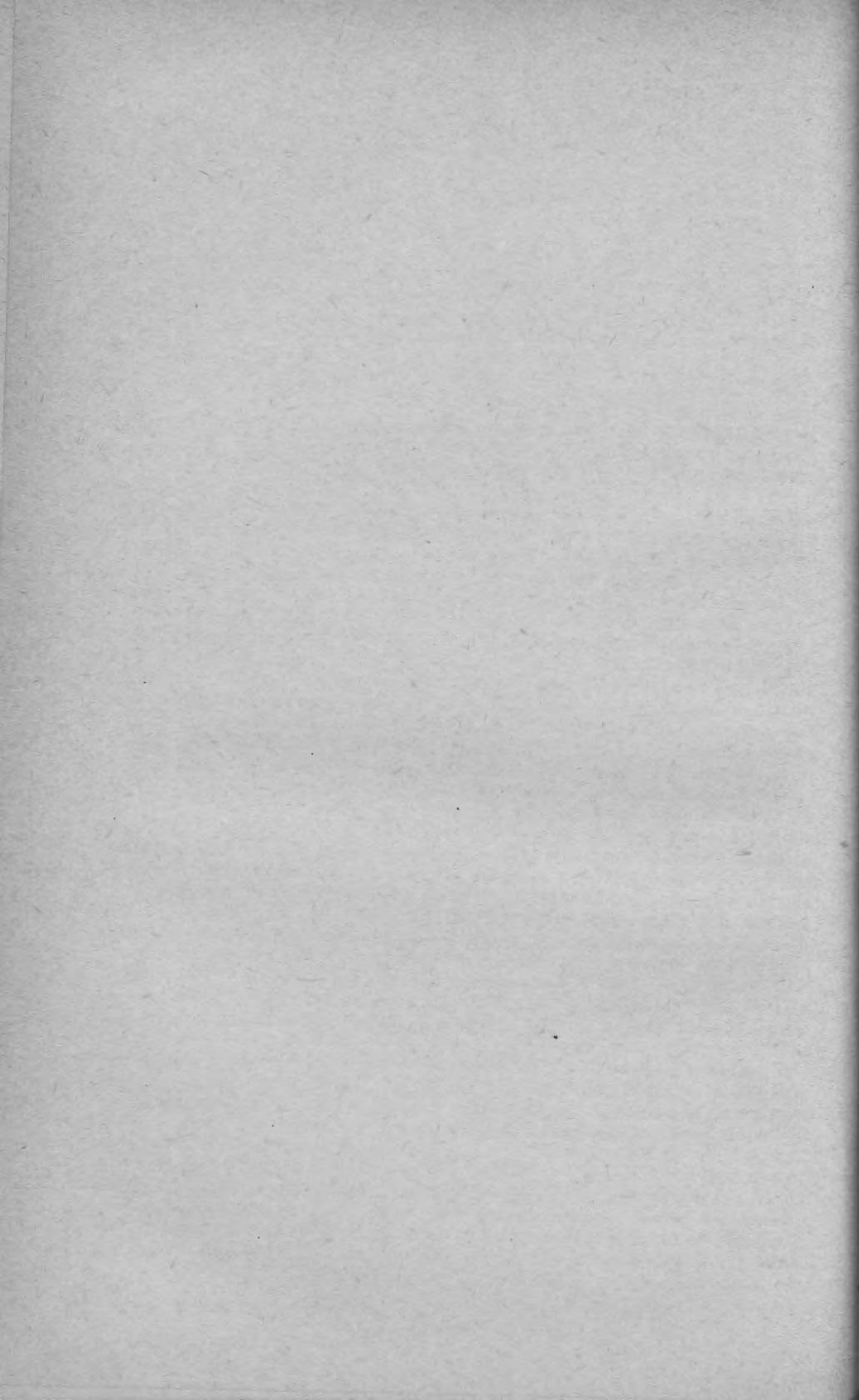
SEPTEMBER 24, 1888.—Mr. Chandler introduced the following bill; which was read twice and referred to the Select Committee on Indian Traders.

OCTOBER 4, 1888.—Reported by Mr. Chandler without amendment.

A BILL regulating the allotment of lands in severalty to Indians.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That no allotment of lands in severalty to Indians, in pursuance of the severalty act approved February eighth, eighteen hundred and eighty-seven, or of the appropriation act approved June twenty-ninth, eighteen hundred and eighty-eight, shall be made or approved unless the allottee desires and intends to make his home upon the land allotted to him, to cultivate the same or to use it for grazing purposes.

S. Rep. 2710—IV



VIEWS OF THE MINORITY.

Mr. FAULKNER, from the Select Committee on Indian Traders, submitted the following views of the minority on the subject of the investigation of the cutting of timber on the La Pointe Agency:

The minority of the Select Committee on Indian Traders, after hearing the report prepared by the chairman, intended to be submitted to the Senate, feel that they would be censurable did they remain silent and permit the gross assaults, the unfounded insinuations, and the unsustained statements therein contained, reflecting upon certain officers of the Executive Department of the Government, to go unanswered.

They feel that a sense of justice and a spirit of fair play demand that the unjustifiable attack upon public and private character, made by the chairman in his report, should be met with a courteous, yet firm and emphatic, denial of every statement made in the report which questions the honesty, integrity, and fidelity to official duty and obligation of the present Secretary of the Interior, the late Commissioner of Indian Affairs, and of the United States Indian agent at La Pointe Agency.

The minority has not been furnished with the original report or a copy of it, and in replying to the facts, allegations, and conclusions of that report they will be compelled to rely upon the brief notes taken by them at the time it was read and submitted for the approval of the committee by the chairman. If, therefore, any fact is stated in the report of the committee and not answered in the views expressed by the minority, we can only refer those who are interested in the judicial ascertainment of the facts, under the resolution of the Senate of March 5, to the voluminous testimony which has been taken and printed, and which will be filed as a part of the proceedings of the committee. We have no hesitation in asserting that there are no facts developed in the record which sustain any one of the three propositions which form the basis of the report of the majority.

To intelligently answer the questions submitted to the committee by the resolution of March 5, 1888, it will be necessary to briefly review the origin and progress of the authority granting the Indians the right to sell their timber at La Pointe Agency.

The right to have allotments made in severalty, with the privilege to sell timber therefrom, conceded to the band of Chippewas, was secured to them under the treaty concluded in 1854; from that period to 1882 a number of allotments had been made, and patents issued to individual members of that tribe, but in 1882 the system was for the first time inaugurated authorizing the sale of their timber under certain limitations.

ORIGIN OF THE SYSTEM.

The first information that we have of the adoption of this system, with a view to promote the civilization of the Indians, is contained in a letter of the 13th of September, 1882, addressed to Hon. Hiram Price by the Mississippi River Logging Company, which is as follows :

MISSISSIPPI RIVER LOGGING COMPANY,
Chippewa Falls, Wis., September 13, 1882.

DEAR SIR: We inclose herewith a copy of an instrument such as is held by a number of Indians on the Lac Court Oreilles Reservation. Some of the loggers of this vicinity are of the opinion that the Indians have a right to sell them the pine timber on these lands which have been thus conveyed to them by the United States for the purpose of clearing off the land, and to use the proceeds toward making houses for themselves.

And we prefer not to purchase any of these logs without being assured that the Indians have the right to thus sell their timber.

Will you please explain the rights of the Indians in this matter, and oblige.

Yours, respectfully,

MISSISSIPPI RIVER LOGGING COMPANY,
Per J. D. BARNETT.

Hon. HIRAM PRICE,
Commissioner Indian Bureau, Washington, D. C.

This indirect appeal to the Commissioner of Indian Affairs was promptly considered by him, and on the 21st of September, 1882, he addressed a reply to the Mississippi River Logging Company in which he stated that the Department would authorize the sale of the timber owned by Indians, on lands held in severalty, under certain limitations. The letter is as follows :

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, September 21, 1882.

GENTLEMEN: I have received your letter of the 13th instant, inclosing a copy of an instrument such as you state is held by a number of Indians on the Lac Court d'Oreilles Reservation, and inquiring whether they have a right to sell the pine timber from lands conveyed to them by the United States for the purpose of clearing off the land and using the proceeds towards making houses for themselves.

Upon examination I find the paper referred to is a partial copy of one of a series of patents issued from the General Land Office on the 20th June, 1881, to certain individual Indians of the Lac Court d'Oreilles band of Chippewas under the provisions of the treaty concluded with those Indians September 30, 1854 (10 Stat., 1109), said patents containing a restriction against alienation of the land by the grantee or his heirs without the consent of the President of the United States. The intention of this restrictive clause is obvious. It is that the lands shall be preserved for the exclusive benefit of the Indians and their descendants, and to prevent them from falling into the hands of unprincipled speculators.

In furtherance of this principle the Government will also interpose to see that their lands, which are patented to them in severalty in such manner, are not wholly denuded of timber, or advantage taken of their necessities or inexperience in business matters.

Upon consultation with the honorable Secretary we are of opinion that the interest of the Indians in this case will be properly subserved by permitting them, at their own option, to dispose of not more than three-fourths of the timber on their respective tracts, and so that at least one-fourth of the timber (in compact form, if possible) shall remain for their use, under the supervision of the local Indian agent, to such persons and upon such terms and conditions as to price for stumpage as shall be fixed by him and approved by this office.

Mr. Durfee, the agent for the Lac Court d'Oreilles, will be so instructed.

Very respectfully,

H. PRICE,
Commissioner.

MISSISSIPPI RIVER LOGGING COMPANY,
Chippewa Falls, Wis.

On the same day the Commissioner addressed the following letter to W. R. Durfee, United States Indian agent at La Pointe Agency, Wis.:

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, September 21, 1882.

SIR: I inclose herewith for your information copies of a letter received from the Mississippi River Logging Company, dated 13th instant, relative to the right of the Indian patentees on the Lac Court d' Oreilles Reservation to sell the pine timber from their lands and of my reply thereto of this date.

You will acquaint the Indians holding patents of the views therein expressed, and that, subject to your supervision, they are at liberty to dispose of not more than three-fourths of the timber on their respective tracts, but so that one-fourth of the timber (in compact form, if possible) shall remain for their use, to such persons and upon such terms and conditions as to price for stumpage as shall be fixed by you and approved by this office. You will be careful to see that these instructions are properly carried out, and that the Indians are fully protected in their dealings.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
United States Indian Agent, La Pointe Agency, Bayfield, Wis.

So far as the record shows, and we think it is complete, this is the first time this question was considered and passed upon by the Department, and the letter to Mr. Durfee is the first intimation that he had received that this system was to be inaugurated at La Pointe Agency.

It is important to note the limitations upon the right of the Indian to sell contained in the letter of the Commissioner. There are two: First, not more than two-thirds of the timber on any one tract was to be sold; second, the timber was to be sold upon such terms and conditions as to price for stumpage as shall be fixed by him (agent) and approved by the Indian Bureau. No other safeguards were suggested by the Commissioner, although acting under the direct instructions of the Secretary of the Interior.

The right and policy of permitting the Indian to sell his timber by the stumpage price is here fully recognized by the distinguished head of the Interior Department, although the majority of the committee now deny that such a right exists.

The agent, Mr. Durfee, differed with the Department, and on the 27th of September addressed a letter to the Commissioner questioning the policy of permitting whites to go upon the reservation for the purpose of cutting timber, and suggesting further that it would be more to the interest of the Indians to require them to cut and bank the logs. Upon receipt of a letter from Hon. Angus Cameron, dated October 5, 1882, Commissioner Price addressed a lengthy communication to the Secretary, reviewing his previous action in the light of the suggestions of Agent Durfee, and concluded by suggesting that the allotments made to Indians should, after appraisalment, be sold at public auction and the net proceeds paid to the patentee. The Secretary of the Interior did not, however, concur in the views expressed by the Commissioner, and directed that the sales of Indian timber at that reservation should be made according to the views set forth in a letter addressed by him to Hon. Angus Cameron, which was as follows:

DEPARTMENT OF THE INTERIOR,
Washington, October 9, 1882.

SIR: I have received and considered your communication of the 25th ultimo, inquiring what terms and conditions in contracts by lumbermen with Indians holding patents for their lands on the Lac Court d'Oreille Reservation, in Wisconsin, would be satisfactory to the Department, etc.

The contracts for the sale of the timber should be made with the Indians owning

the lands, under the supervision of the agent for the Indians, subject to the approval of this Department.

The timber should be cut by the Indians and delivered by them on the bank of the river. The price to be paid should be the fair cash value of the timber laid down on the banks of the river, and payment should be made therefor when it is so delivered.

Crews of white men can not be allowed on the reservation for the purpose of cutting the timber. If it should be found necessary, a proper person as agent for the purchaser, and at his expense, may be permitted by the Indian agent to go among the Indians to see to the proper cutting of the timber, its measurement, etc.

The timber should not be cut to waste, and not more than three-fourths thereof on each tract should be disposed of, leaving one-fourth, as near as may be, in a compact form for the further use of the Indians.

These instructions will be communicated to agent of La Pointe Agency, at Bayfield, Wis.

Very respectfully,

H. M. TELLER,
Secretary.

Hon. ANGUS CAMERON,
La Crosse, Wis.

The Commissioner requested Mr. Durfee, as he was more familiar with the subject-matter, to prepare and submit a form of contract to carry out the views of the Secretary. This was done, and the following contract submitted for the approval of the Department:

[Inclosure.]

This agreement, made and entered into at the La Pointe Indian Agency, Wisconsin, this _____ day of _____, 1882, between _____, of _____, party of the first part, and _____, of _____, party of the second part, witnesseth, that the said party of the first part having received from the United States a patent, subject to certain reserved rights vested in the President of the United States to the _____, situated upon the _____ reservation, in the State of Wisconsin, agree to cut in a good and merchantable manner into logs of the lengths of _____ feet from the merchantable pine timber upon three-quarters of the said tracts, the boundaries of which shall be designated by the United States Indian agent in charge of the above-named agency, and be incorporated into and become a part of this contract, and that none of the logs shall measure less than _____ inches at the small end, and to deliver _____ thousand feet more or less of said logs upon the bank of _____ to the party of the second part, for the sum of _____ per thousand feet board measure, as scaled upon the bank by a competent scaler, who shall be approved by the United States Indian agent above mentioned.

In consideration of the above agreement and sale, the party of the second part agree to pay to the said _____, so fast as the logs are delivered upon the bank in lots of M feet, of the purchase money—that is to say, when M feet are delivered the sum of _____ shall be paid thereon, and for each subsequent M feet so delivered an equal amount shall be paid.

When the logs shall be considered delivered to the party of the second part the expense of scaling the logs upon the bank shall be equally divided between the parties of the first and second part to this agreement.

This contract shall be valid and binding only after having the approval indorsed thereupon of the United States Indian agent in charge of the above-named reservation and the honorable Commissioner of Indian Affairs.

Witness the hands and seals of said parties the day and year first above written.

In presence of—

[SEAL.]
[SEAL.]

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
_____, 188-.

I certify that prior to signature the foregoing agreement was read and carefully explained by me to the above-named _____, who appeared to fully comprehend and voluntarily executed the same in my presence.

Official Interpreter.

This form of contract is the only one that has been authorized by the Secretary of the Interior from the date when operations commenced on

said reservation in 1882 to the present time, with the exception of the modifications suggested during the administration of Commissioner Atkins, as follows: "And shall not be assigned or sublet under penalty of annulment."

The majority, in their anxiety to find something to condemn in the administration of affairs at the La Pointe Agency, and with a view of founding a criticism on the administration of the Indian Bureau, charge that the following provisions in the contract hereinbefore given have been virtually set aside and annulled since the fall of 1885:

(1) The contracts, by their terms, were not to be valid until approved by the Commissioner.

(2) The Indians were to cut and haul the timber and deliver it for a fixed price, and were not to be allowed to sell stumpage.

(3) Three-fourths only of the lot of each Indian were to be cleared, the trees on the other one-fourth to be left standing in a compact body convenient for domestic purposes.

(4) The work in all cases was to be done by Indians, except that white men might be allowed to act as foremen, blacksmiths, and cooks.

Before we consider how far these provisions have been disregarded by the officials appointed by the present administration, it is but fair and just to ascertain what was the practical working of the system under the direction of those who put it in operation, and to learn from the evidence the character of the legacy which their predecessors had left to them.

We regret to find that on this subject the majority report is discreetly silent, which might suggest to the suspicious that the facts, if developed, would embarrass the conclusions which they have reached, and tend to dull the edge of the criticism which they have been so free to employ when speaking of the acts of their political opponents.

First. By the terms of the contract it would not be valid until approved by the Commissioner. The evidence found in the record is undisputed and overwhelming that this provision of the contract has from the beginning been uniformly ignored and found to be impracticable. The logging season commences in October and ends about the middle of April. None of the contracts for the cutting of timber have been approved before February by the Indian Office, and some prior to 1885 were not approved by the Commissioner until May, after the timber had been cut and paid for. Commissioner Price, in a letter to Mr. Durfee, of date March 18, 1884, says:

Whilst on this subject, I desire to call your attention to the fact that there appears to be considerable delay in forwarding the logging contracts to this Office. Quite a number are before me which are dated in October, 1883, but do not appear to have been approved by you until the end of last month. Strictly speaking, not a stick of timber should be cut until the contract has been approved by this Office, and if the present system is continued during the next season, there will have to be some different arrangement made, by which the contracts can be submitted to this Office before the season commences, instead of waiting until it is almost practically closed.

And Mr. Durfee, in a communication to the Commissioner of date April 3, 1884, says:

The delay in forwarding contracts from this Office has been caused by the continued errors made in drawing up contracts and bonds, which I have been repeatedly forced to return sometimes two or three times for correction, and also from the delay in getting bonds, some of the contracts remaining in my office for months before the necessary bonds to accompany them were received.

By reference to pages 99 to 102, inclusive, of the record, it will be seen that from 1882 to 1885 three-fourths of the contracts were received after the 1st of March, and a large number as late as July.

From 1885 to 1888, as shown on pages of the record 105 to 115, inclusive, it will appear that nine-tenths of the contracts were received before the 10th of January, and a majority of those contracts were received in the month of December. Agent Durfee reports for the winter of 1883-'84 3,289,820 feet put in without any contract. This improvement in the administration of the affairs of the agency was unfortunately overlooked by the "lynx-eyed" majority.

Second. "Three-fourths only of the lot of each Indian was to be cleared; trees on the other one-fourth were to be left standing in a compact body, convenient for domestic purposes."

This disregard of the policy of the Department was equally observable to one seeking to ascertain the facts in the case prior to 1885, as evidenced by the following letter:

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., March 14, 1883.

SIR: I am informed that Special Agent Wright, in council with the Indians at Lac Court Oreilles, informed them that they could cut all the pine upon their allotments, and that many of them are no longer paying attention to the clause reserving one-fourth of the allotment. I would respectfully ask if my instructions from the Department to reserve one-fourth are superseded.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

Third. The Indians were to cut and haul the timber and deliver it for a fixed price, and were not to be allowed to sell stumpage.

The cutting of timber under stumpage contracts was not a new and novel experiment upon this reservation under the administration of Mr. Gregory. We learn from the report of Indian Inspector Gardner, and also from the letters of Mr. Durfee, the agent, that prior to 1885 the Indians sold their timber by stumpage contract, and also without any contracts approved by the agent at the reservation.

With these facts clearly set forth in the report it is rather strange that they escaped the critical consideration of the majority, when they feel justified in commenting upon similar acts occurring during the administration of Mr. Durfee's successor.

The report of Inspector Gardner to the Secretary of the Interior is as follows:

Attention is invited to the inclosed statement of Agent Durfee, marked Exhibit No. 2. I am credibly informed that a good many of the Indians who sold their stumpage at prices from \$2 to \$2.50 per 1,000 feet did no labor whatever towards cutting the timber or trying to clear the land; that they received their money for same, and now spend their time in idleness and the money as suits their whims. Instances were reported to me where the proper parties did not get their money for the stumpage sold from their 80-acre allotments, among which were three Indian women, named as follows, to wit: Moien, Shi-ba-gi-gi-go-kue, and Gagi; these three women had 4,453,220 feet, at \$2.50 per 1,000, stumpage amounting to \$11,133.05.

The working in all cases was to be done by Indians, except that white men might be allowed to act as foremen, blacksmiths, and cooks.

These were the clearly expressed views of the Department, in reference to the cutting of timber with the assistance of white men, during the administration of the office by Commissioner Price, and has been continued as the policy thought to be best by the subsequent Commissioners, with a slight modification.

It is equally true that in the practical operations upon the reservation it was found, even prior to 1885, that this provision could not be enforced under certain conditions with justice to the parties in interest,

yet we find no comment, criticism, or expression of condemnation in the majority report for this disregard of the provisions of the regulations but when it was necessary to obtain an additional reason for the wholesale condemnation of the acts of Mr. Gregory, and it was felt to be necessary to array some facts in support of the charge in the report, of his violation of law and order, the majority found no difficulty in ignoring the one while condemning the other.

Mike Diver, a witness called by the chairman, testifies :

He says that Agent Durfee told him that white men would not be allowed to work on a reservation, but if an Indian did not know enough about cutting timber he would be permitted to use three persons to assist him—three white men ; and if the Indian did not know how to cook he should be given the privilege of employing a white cook, and if the Indian did not know how to drive a team, he should be given the privilege of a white teamster and also a white foreman ; and he says that he told him that if the Indians could do all this themselves that the white men would not be permitted to go on the reservation to do the work.

Agent Durfee, in a letter to the Commissioner dated January 14, 1884, says :

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., January 14, 1884.

SIR: I would respectfully report that having been informed by Mr. Pero, Government farmer at Lac Court Oreilles Reservation, that certain parties were employing white men in putting in their logs, contrary to instructions given me by the Department, and that no attention was paid to his orders that they should not be so employed ; also, that parties were putting in logs without contracts and were stamping logs with the recorded mark of the Pioneer Lumber Company.

And in a communication from Commissioner Price to the Secretary of the Interior, dated January 27, 1884, he says :

It would seem from Agent Durfee's letter that the authority to employ a foreman, cook, and teamster in the camps has been taken advantage of in the employment of white labor to some extent greater than that authorized.

I will discuss the policy of this provision hereafter.

This brief review of the operations under the regulations of the Interior Department in reference to the cutting of timber on the La Pointe Agency presents fairly, in the judgment of the minority, the difficulties encountered in putting them into practical operation.

It is not the purpose or the intention of the minority in calling attention to the disregard of these regulations by officials of the Government, prior to 1885, to throw any aspersion upon the honesty, integrity, or fidelity of those officials to the public trust committed to them. It is introduced by them simply for the purpose of showing the impracticability of their enforcement, not from any want of faithfulness on the part of those whose duty it was to see that they were executed, but as evidence tending to show that in the inauguration of this new scheme errors had been committed in the promulgation of regulations inapplicable to the subject-matter they were intended to control. This will be further developed in the discussion of the administration of this trust from 1885 to the present time.

The majority in their report charge Commissioner J. D. C. Atkins with inexcusable neglect of duty and serious administrative incapacity.

This charge, in the judgment of the minority, is gratuitous, unsustainable by the testimony in the record, and overwhelmingly refuted by the official acts of Mr. Atkins, as shown in his official correspondence filed with the committee.

Mr. Atkins assumed the duties of his office in March, 1885, continuing in that position until June 30, 1888.

The evidence before the committee shows him to have been a careful,

watchful, intelligent, and industrious public officer, a man of sterling integrity, and one who carefully guarded the official trust committed to him. Finding that this system had been inaugurated, for the cutting of timber upon the La Pointe Agency, with no limitations upon the right of the allottee to dispose of it, except those contained in the regulations hereinbefore set forth, he instructed his subordinates that the same policy would control his administration of that subject that had governed his predecessor in office.

One single modification was made in the contract to be signed by loggers, and that in the interest of the Indians.

No complaints of the subjects involved in this investigation were submitted to his consideration, or his attention directed to any violation of those regulations until a few days prior to the passage of the resolution of the 5th of March; none of the frequent reports made to his office by Indian inspectors and special agents contained any information of the violation of any of these regulations.

During the fall of 1885 (it being the first cutting done under Mr. Atkins's administration), Acting Commissioner Upshaw addressed a communication to Mr. Gregory, the Indian agent, containing full instructions as to the policy of the Department in reference to the subject of timber-cutting, and instructed him that contracts and bonds for approval of the office must be forwarded promptly; that no contracts would be approved until patents had issued or allotments had been approved by the Department; suggesting that special care should be taken that no more contracts should be entered into than could be performed by the force on the reservation, adding a most important limitation to those contracts approved by the Department, "that they should terminate at the end of the season, or within a reasonable time thereafter;" calling his special attention to the exercise of vigilance over the prices of supplies to be furnished; urging that the claims for labor should be discharged before final settlement, and advising that measures should be taken for the safe-keeping of money due Indians "who were unable to take care of it themselves," that a recurrence of the serious loss which happened under Mr. Durfee's administration might not occur again.

On the receipt of the contracts for that season, and in the examination of them, he found the valuation in prices varying from \$4.75 to \$6.25. He at once declined to approve them until full explanation of the cause for this variation was given.

In 1887 the whole subject was again reviewed in a letter addressed to the Secretary of the Interior, in which every question arising under the regulations established were reviewed and insisted upon, with the additional light which had been furnished by experience, which communication was fully approved by the Secretary. Every complaint either submitted to him by Indians directly interested, by half-breeds whose purpose was clearly to foment discord, or by prominent citizens who felt an interest in the successful prosecution of the scheme which had been inaugurated by the Department, were considered carefully, and in almost every instance either a special agent or an Indian inspector was immediately sent to the reservation for the purpose of making a thorough investigation and reporting to the Bureau. Without exception those reports were favorable to the administration of the agent, and no intimation given in them of any disregard of instructions which now seems to excite the earnest attention of the committee.

The only exception to the numerous reports made upon the subject of the administration of this agency is found in the report of T. D. Mark-

ham, United States Indian inspector, dated May 22, 1888, who, on the receipt of the letter of the chairman of the committee, written four days after the committee commenced to take evidence under the resolution of the Senate, was sent to the agency to investigate and report. Mr. Markham was sent to the La Pointe Agency with full instructions to examine into all the subjects suggested in the letter of the chairman. For the first time, on the receipt of his report, was information obtained by the Indian Bureau of the extent of the cutting of timber and the employment of white labor; that the system was based upon the price of stumpage in fact, though not in form, and that the provision as to the cutting of but three-fourths of the timber on each allotment had not been observed. Mr. Markham, in his report, although not justifying the subordinates of the Commissioner in disregarding the rules and regulations promulgated by him, at the same time felt compelled, under the evidence taken by him upon the spot to indorse these violations so far at least as to express the opinion "that if the best interest of the Indians is to be accomplished in allowing them to sell their pine, then it will be admitted from the testimony on the subject that in permitting them to sell their pine for a stumpage price, and the use by the contractor of white labor in cutting and banking their timber, it will result in large gains to the Indians." This opinion, expressed by Mr. Markham, is fully borne out by the evidence furnished by the result of the operations during the logging seasons of 1886-'87 and 1887-'88.

The minority of the committee, in view of the evidence in the record, feel that gross injustice has been done by the majority in charging Mr. Atkins, either with inexcusable neglect of duty or administrative incapacity.

Not a fact can be culled from the mass of testimony taken by the committee to justify, or even give color to, such a conclusion. The dissatisfied grumblers upon the reservation, the fomenters of discord among the Indians in the form of half-breeds (some of whom bear characters which would not justify their belief on oath), and the records of the Department may be examined and searched in vain to find the evidence upon which the majority of the committee attack the personal character or the official integrity of Commissioner Atkins.

Willful and deliberate disobedience of law and orders, and gross abuse of official power, by J. T. Gregory, United States Indian agent.

This is the second conclusion arrived at by the majority of the committee.

We must be permitted to express our astonishment that three minds could have been induced to concur in the three propositions affecting the personal integrity and the official character of an official of the Government, whose acts of administration have been fully indorsed by every Indian agent and Indian inspector sent to the reservation to examine and report upon the conduct of his administration.

If the conclusion of the majority is sustained by the evidence, their censure of Mr. Gregory is indirectly an attack upon the faithfulness, intelligence, and honesty of all those who have been specially intrusted with the duty of investigating his conduct, among whom are men conspicuous for their ability, and whose official records will compare favorably with that of any men in public life.

This conclusion of the majority embraces three distinct propositions.

- (1) A willful and deliberate disobedience of law.
- (2) A willful and deliberate disobedience of orders.
- (3) Gross abuse of official power.

We will consider each in the order named.

First.—“A willful and deliberate disobedience of law.”

This proposition is based upon the theory that the Indians, under the treaty of 1854 and the Dawes act of 1887, had no right to contract for the sale of their timber at a stumpage price, but could only exercise the privilege of contracting for the sale of the timber with third parties, after they themselves had cut and banked it.

The minority dissent from this construction of the law, and feel that they are justified in assuming that such has never been the view of the Interior Department.

The first suggestion in reference to the cutting of Indian timber on this reservation is in the letter of Commissioner-Price to the Secretary of the Interior, recommending that the Indians be allowed to sell their timber at the stumpage price, and although the contract as drawn by Agent Durfee to carry out the policy thought to be advantageous to the Indians provides that the owner shall cut and bank the timber, yet from the beginning of this system it has been a recognized rule to allow the owners to contract with third persons to do this for them, with the limitation, under the regulations of the Department, that the logger should only employ a certain amount of white labor.

Upon this proposition there can be no room for dispute. Nine-tenths of the cutting has been done in this way since 1882. Under allotments to squaws and minors it would be impossible to carry out the purpose of the law in any other way.

There is no question that it has been the uniform practice not only to authorize these Indians to contract with loggers to cut and bank their timber, but the Department has been called upon to fix the price to be paid per 1,000 feet for such work.

If the owner has the right, under contract with third parties, to sell to them his timber cut and banked on the stream, and the right to enter into a contract with another party to cut and bank that timber, under what conceivable construction of law can the majority hold that, as a legal proposition under the treaty of 1854 and the act of 1887, a contract could not be entered into by the owners of these allotments to cut the timber therefrom which contained a provision to sell for a certain price per 1,000 feet when cut and banked, and authorizing the same person, at a stipulated price, to cut and bank the timber?

To the legal mind the statement of the proposition is its own answer. But as evidence of the fact that such a construction was not held by Commissioner Price when he inaugurated this system, he suggests to the Secretary of the Interior another method of disposing of this timber, which was to have the timber upon the allotments appraised, the Government to advertise and sell it standing, and the net proceeds to be paid over to the Indian owner.

This proposition did not even contemplate the consent of the patentee, which since the act of 1887, investing these Indians with the rights of citizenship, would certainly cause the proposition of the Commissioner to be received with some question.

Second. Willful and deliberate disobedience of orders.

The minority assume that this charge is based upon three violations of the orders of the Department.

(1) In permitting more than three-fourths of the timber on the allotments to be cut.

(2) Permitting the employment of a larger number of white laborers than contemplated by the regulations.

(3) Permitting Indians to sell their timber at a stumpage price.

It is frankly admitted by the minority that Agent Gregory during

his term of service was cognizant of the fact that these regulations were not being strictly enforced, but at the same time, in justice to Mr. Gregory, they feel it incumbent upon them to state that, in view of the evidence taken by the committee, his failure to correct the irregularity was the belief upon his part that the interest of the Indians would be promoted by conducting the operations in disregard of those regulations. The testimony upon this question is overwhelmingly in his favor, and the motives which controlled his action we believe to be praiseworthy.

First, "as to allowing more than three-fourths of the timber on an allotment to be cut."

The evidence developed these facts, that the timber upon this reservation is white and Norway pine, mixed in with hard wood.

A number of Indian witnesses and others testified before the committee that, in their judgment, this regulation of the Department was based upon an erroneous view of the subject; that to cut three-fourths of the timber from the allotment, leaving the other one-fourth standing in a compact body, would virtually be a waste to that extent; that the destructive winds that passed over that section of the country and the consuming fires that would be fed by the refuse of the cut timber left from the logging operations would greatly injure the 20 acres that would be left standing, and that the theory upon which this regulation was based, to leave sufficient wood upon the allotment—to supply firewood to the allottee was a useless provision. That experience had demonstrated the impossibility of inducing the Indians to settle upon their allotments; that their roving dispositions lead them continually from the reservation, and when on it they were to be found alone in their villages.

It was the concensus of opinion among witnesses examined that it was to the interest of the Indians that the pine timber upon the allotments should be cut, leaving only the hard wood standing.

Second. Permitting the employment of a larger number of white laborers than was contemplated by the regulations.

In a letter dated June 15, 1886, addressed by Agent Gregory to Commissioner Atkins, he discusses fully the subject of the employment of white labor upon this reservation. I quote from page 388 of the record :

Heretofore all these lumbering operations have been conducted by those engaged in them under many serious embarrassments. Chief amongst these was the fact that the Indian laborers would not carry out their agreements. They understood very well that the contractors for the logs were obliged to employ Indian laborers exclusively and Indian teams when they could be obtained.

From every section those Indian laborers would go to the reservations, engage themselves to work for the contractors at a stipulated price for the logging season. Most of them would work for a few weeks, get their pay, and go away until their money was gone, and after the work was well under way they could combine and put up the wages to twice that for which white labor could be and was obtained in the same locality. In consequence of this state of affairs logging operations were in many cases suspended, great losses occurred, and the spendthrift Indian wasted his own earnings, in which was also consumed the price of the timber, which the allottees should have had. Seeing that the logging operations last winter were likely to be affected from this same cause, I addressed a letter to you on the subject, on September 7, 1885, and in reply thereto you gave me such authority as I thought would enable me to overcome this serious source of loss and injury, and I used it, as I believe, with good result.

I believe it is just as important to teach these Indians honesty and justice, as to labor.

Early in the logging season the same general course of these Indian laborers began to be put into operation, and I personally visited each of these reservations, and frequently afterwards; and I told as many of these Indians as I could see that they must live up to their agreements and remain at their work, and if they left they should not be permitted to return, and that I should see that white men got their places if I could not get honest and industrious Indians to fill them. Instructed the farmers to

visit each camp promptly whenever trouble was likely to occur, and to read my letter of instructions (which embodied what I have stated above). These laborers, seeing that there was a determined purpose to break up the course which they had every winter pursued, and which they knew was wrong, remained at their work, and when the camps broke in the spring many of them had considerable money coming to them; the contractors got along well with their work and the allottees received the full amount which they expected to receive.

The custom that is practiced by all lumbermen in this vicinity is not to pay their men until after their camp breaks in the spring, but if a man has a family he can draw enough money to support them during the logging season. The camps are always supplied with such articles of clothing as are needed. The success of any logging operation depends upon the great mass of men, who are employed in the fall, remaining at their special work during the entire logging season.

The Indians should be required to pursue the same general plan which the white people do, as long experience has shown that certain things are necessary for a successful logging operation, and chief amongst them is that the laborers shall remain steadily and contentedly at their work.

The great fault found with Indian laborers is that they can not be depended upon to remain the length of time they agree to; many of them become expert loggers, and very useful in mills, and wherever logs and lumber are handled, but only a few can get places, because they are in the habit of leaving whenever they take a notion to. If they can be made to realize the necessity of performing cheerfully and faithfully their agreement it will be of immeasurable value to them.

If this logging business continues to be carried on much good to them can be obtained if you will insist, as one of the conditions upon which the logger shall employ them, that they shall remain faithfully at their work at good, fair wages.

In reply to this letter, General Upshur, acting Commissioner, under date of August 24, 1836, addresses a letter to Agent Gregory, in which he uses the following language:

To regulate the labor question, insisting that the Indians shall remain faithfully at their work during the logging season, at proper and reasonable wages.

To regulate the question of white labor in the camps, using just as little of it as possible, and only where absolutely necessary, as in the case of a foreman or instructor, cooks and teamsters, holding all such to a strict observance of the intercourse laws and regulations. In the case of the Lac Court d'Oreille Reserve, I understood you to say that little, if any, white help would be needed.

This reply of the Acting Commissioner was construed by Mr. Gregory as giving him a discretionary power, to the extent at least of authorizing sufficient labor, with that of the Indians willing to work, to enable parties to complete contracts made during the season.

There has been no evidence given before your committee that any Indian willing to work has been refused employment by any of the contractors upon the said reservation, although the evidence is that they make poor laborers, and demand a higher compensation for their work than is paid to white laborers.

As the Indians under the regulations have the right, after receiving their allotment and patent, to contract for the sale of their timber without limit, it is practically impossible, in view of the facts disclosed in the record, to confine the work upon those reservations to Indian labor.

The force necessary to execute the contracts annually made, require a far greater number of laborers than can be supplied by the Indians.

To discriminate between Indians, as to who should be permitted each year to contract for the sale of his timber, so as to limit the number of contracts and the amount of cutting, would create dissatisfaction, open the door to partiality and favoritism, throw down the barrier against fraud and corruption which open competition erects, and put a premium on Indian labor that would enable them to absolutely control the price, against the right and interest of the owners of the timber, whose equal right is to have it cut for a reasonable sum. The cost of cutting and banking necessarily falls upon the seller of the timber, and enters into the price which he receives, in consideration of that sale.

In answer to the question by the chairman, found on page 220 of the record, Mr. Gregory explains his action on this question :

Q. "White men logging upon the reservation will be considered and treated as trespassers." What do you say as to that?—A. I say that never has been observed.

Q. Have you ever put any white men off the reservation?—A. I did in 1885-'86; I ordered them off.

Q. Men who came on for the purpose of lumbering?—A. Yes, sir.

Q. To what extent did you have to enforce that?—A. At one time I think there must have been fifty that I drove off the Court Oreille Reservation.

Q. But since that time you have not put anybody off?—A. No, sir; because the Indians raised their wages the next day after those men were put off.

Q. So that white men have been necessary to carry out the contracts? "The scale will be by a party approved by the United States Indian agent in charge of the reservation, the scaler to be paid equally by the first and second parties to the contract." What have you to say to that?—A. At Court Oreille I had the same scaler that was under Agent Durfee; he was up there until last season.

Government Farmer Walker, in an affidavit made April 15, 1886, in speaking of white labor employed on the reservation, says :

In some instances white labor was employed in the camps. Indians were always given the preference for work at logging, and received wages say from \$2 to \$5 more than whites. When whites were employed it was in consequence of Indians deserting the camps, for various reasons, and it would have been ruin to the contractors not to have employed white labor, failing to secure Indian labor.

Ben. Armstrong, George Forsythe, Chas. Tolliver, and John Denomie (a subcontractor of D. A. Kennedy) employed more or less white labor, under the circumstances above stated.

In the report of Special Agent Heth, dated April 16, 1886, in speaking of the employment of white labor, he says :

In some instances he admits that white labor was employed, and states why it was employed. Indians are always, however, given the preference, at wages from \$2 to \$5 higher than that paid to whites.

Special Agent Robinson, in a report dated December 3, 1885, in discussing the subject of Indian labor, says :

The desire to educate the Indian as a logger precludes the introduction of white labor, and this has in many cases operated against the allottee, as the Indians combine to force high wages, and frequently get 50 per cent. higher wages than good white labor in logging camps near the reservation. The agent here should have full discretion and power to regulate this matter, and could easily do so if authorized.

We would call attention, as sustaining the views of the agent and inspector sent to investigate these matters at the reservation to the letter addressed by Boutin and Mahan to the Commissioner of Indian Affairs, dated December 31, 1883 :

BAYFIELD, WIS., December 31, 1883.

SIR: Our Mr. Boutin has a contract with some of the Bad River Indians, and they are getting out logs for him.

Now it has been the ruling that no white men be allowed to work in the camps other than foremen and team-drivers.

Now this restriction upon the men who are getting out logs, it is damaging, for the reason that the Indians are aware that none but Indians can be here to chop, swamp, saw, load, etc., and for this reason they are demanding exorbitant prices.

White men can be hired at from \$15 to \$25. Times are very tight in this part of the country and but little work, and plenty of men who are asking for work at any wages.

Indians demand \$35, \$40, \$45 per month; now with this feeling amongst the Indians, and the restriction that none but Indians can be hired to get out logs in the reservation, it will be the cause of driving those away who are desirous of helping the Indians, and create a feeling which will be injurious to them in the future.

While we feel that we would just as lief have the Indian as the white man, and in case of preference would give the Indian the benefit, we do think that the Department should in a measure change this ruling so that we should not be imposed upon by the Indians. Allow the agent to establish a price for wages which to pay the Indian, and in the event the Indian will not work under these wages that the agent be allowed to

grant permits to those getting out logs, allowing them to put in white men to fill vacancies, allowing them men enough to get out the logs contracted for. To make our understanding more clear, our Mr. N. Boutin would respectfully ask, that in the event that he is unable to get Indians enough to work in the logging camp now established on Bad River Indian Reservation at \$25 or \$35 per month, that he may be able to get out the logs already contracted for before April 1, 1884, that the agent, Maj. W. R. Durfee, be authorized to grant him permission to put in white men, and that Major Durfee be instructed to investigate the matter, with authority to grant this permit if in his judgment the case justifies such action.

Your early attention to this matter will much oblige,

Very respectfully, your obedient servants,

BOUTIN & MAHAN.

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

That the discretion should be vested in the agent, relative to the employment of white labor, is further shown by the report of Agent Durfee under date of October 4, 1883:

Even last winter towards the latter part of the season some of the Indian loggers paid as high as \$50 a month and board for labor which in a white camp would not have commanded more than \$20. The result of this would be to take from the owner of the land the value of his stumpage, and, if carried to extremes, even possibly to leave a labor lien upon the logs after the full amount had been paid by the contractor.

In answer to the question propounded by the chairman to Agent Gregory, he explained the circumstances under which he first gave permission for the employment of white laborers:

Q. When did you first begin to allow white men on the reservations for logging more than was specified in Agent Durfee's circular?—A. I will state the first case of that kind; Mr. Denomie probably remembers it. He had a camp about 12 or 14 miles from there on the reservation, the farthest up the river. The Indians would not stay there and work for him. They would come down on Saturday afternoon and stay until Tuesday or Wednesday. Mr. Denomie came and told me that he could not get the Indians to work for him, and that it would ruin him unless he could get help, and he said he would have to have some white men who would go there and stick, or he would be ruined. I told him to go back there and if the Indians did not work for him to put white men in, and he did so, and the consequence was that he made some money that winter; that was the winter of 1885-'86.

Q. Now you may state what instructions, if any, you gave about white laborers for this season, 1887-'88.—A. The instructions I gave for the season of 1886-'87 held for the season of 1887-'88.

Q. Did you not intend to put any limit at all on the number of white men, provided all the Indians who wanted to get work could get it?—A. All the Indians who wanted to could get work.

Q. But if they all got work, did you not intend to limit the number of white men who might come in there?—A. No, sir; I tried to limit the number of contracts, but the Indians raised a howl and claimed I was showing favoritism.

Q. But if it was necessary to execute fully the contracts which you allowed to be made, to let in white men, and if every Indian who wanted work could get it, you put no limit on the number of white men that were necessary to execute the contract?—A. No, sir.

Q. Is that your statement?—A. Yes, sir; they all wanted to contract.

Q. So that, as I understand you, you first established this system of having a net amount guaranteed to the Indians because they were not getting what they ought to have gotten for their timber?—A. No, sir; they were not.

Q. And you let the white men in because if you had not the timber would not have been gotten out and the Indians would have complained that they did not get the money they were entitled to?—A. Yes, sir.

Q. That I understand is your idea?—A. Yes, sir; and because with white men it could be logged much more cheaply and expeditiously than with the Indians.

Q. Now you may state right here what rule you adopted for limiting the amount of lumbering which might be done in any winter on the reservations. You have stated that after the contracts were made you let them have white men enough to get the lumber off. Now you may state what limits you put on the contracts and what your instructions were to the farmer for the three years, and what your own action or policy was?—A. In 1885, I think it was, I told the farmer on the reservation that I would not approve any contracts after a certain date.

Q. Do you remember that date?—A. It was in the fall some time; I think it was in December.

Q. December, 1885?—A. I think so; I will not be positive; I can not remember the dates. But some of my friends who were logging on the reservations said that was for the purpose of shutting them out.

Q. But you adhered to it?—A. No, sir; I did not. I talked to the farmer about it. Those parties were warm friends of mine and they raised such a howl about it that I told them I did not think I would enforce it, because I knew they were capable of testifying to most anything in regard to it.

Q. And so you let the contracts go on?—A. Yes; and let them make a few more of them.

Q. That was in 1885-'86?—A. Yes, sir; I do not remember exactly the date of it.

Q. Look at pages 104, 105, and 106. The first contract on page 104 begins on September 15, 1885, with Kennedy. There is September and October and up to November, and last, on page 107, there are some December and January contracts?—A. January 23, 1886, is one.

Q. What was the date you fixed for stopping the contracts?—A. I intended stopping them along early in the winter. I see that here is one of Calligan Bros., of March 2, 1886; that is on page 107. I do not suppose they cut any under that, because it had not been approved.

The extracts taken from the official correspondence should convince any reflecting mind of the necessity of giving to the agent discretionary power in the employment of white labor, which we think was done in the letter of Commissioner Upshaw, hereinbefore referred to.

The exercise of that discretion by Mr. Gregory, under the circumstances detailed by him, and which, in our judgment, has been confirmed by all other testimony, was wisely exercised. To have declined to have allowed the employment of white labor to execute the contracts would have resulted in the robbery of the Indian allottee, as it would have increased greatly the cost of cutting and banking, and would thereby have greatly reduced the net proceeds paid to the owner of the timber.

The minority know of no complaint against the agent for this exercise of his discretion and judgment until March 31, 1888, when a half-breed of the worst character and criminal antecedents filed such a complaint.

In discussing this question we do not desire to be understood as holding that Agent Gregory had authority to authorize stumpage contracts; nor can we, in fact, say that it was necessary to have the approval of the Department in the form in which they were made. If any such contracts were entered into, the facts hardly justify the charge that has been made that the system of contracting was changed by him.

The circumstances under which this practice originated may be briefly stated, as follows:

A logger, having entered into a contract with the patentees of land to cut and bank their timber, through inexperience and the obligation to employ Indian labor, the entire contract price was consumed in the cutting and banking of the timber. This being called to the attention of Mr. Gregory, he insisted that hereafter all contractors for the cutting and banking of the timber should guaranty a fixed stumpage price per thousand feet. This, perhaps, under any view of the case, was not an excess of authority; it was simply a different way of exercising a power in the interests of the Indians, which he clearly possessed, of saying that the cost of cutting and banking should not exceed a given price, and that the balance should be paid net to the Indians. In other words, if the contract was approved for the payment of \$6 per thousand feet, on the bank of the stream, and in his judgment a fair price for the cutting and banking would be \$3, he would require the guaranty by the contractor that the Indian should have \$3 net per thousand feet for his timber.

It strikes the minority that this was a proper exercise of authority

on the part of the agent, and we believe that the evidence fully bears out its wisdom.

Agent Durfee, in a letter to Commissioner Price, under date of June 27, 1884, in speaking of this method of the sale of Indian timber, says :

I have no doubt that could the stumpage be sold directly to buyers, with authority to put in the pine with white crews, that the individual owners would realize more for their pine, yet I still deem the present method of disposing of the timber, with some modifications which I shall have the honor to suggest, as much the most advantageous to the Indians.

Inspector Gardner, early in 1884, disapproved of the present system for the sale of timber, remarking that the manner of disposing of timber on allotted lands under the present mode is liable to fraud, misunderstanding, annoyance, and confusion, and in a great many instances no material benefit is derived by the Indians from the present mode of disposing of their timber.

Commissioner Price, in a letter to the Secretary of the Interior, dated January 21, 1885, concurs with Agent Durfee in the views which he expresses "that to sell the stumpage directly to buyers, with the authority to put in the pine with white crews, would probably realize more money for the individual Indian owner."

Mr. Gregory, in answer to the question propounded by Senator Blackburn as to the practical working of the system, says:

It used to be that an Indian would contract for the sale of his pine. He would get some half-breed who had a logging outfit to put it in, say, for \$3.50 a thousand. If the half-breed would run behind on his contract the Indian can go to work and give these contractors orders to honor the checks of this logger. There are several cases where the allottees did not get 10 cents a thousand out of their pine by so doing. I stopped that right off the first fall I took charge; I told them I would not allow it. Some wanted to do it, to insert that in the contract that if the logger would run behind that the allottee would have to stand it, but I would not allow it.

This was followed up by the following question, propounded by the chairman and answered by the agent:

Q. How did you stop it?—A. I told them that the contractors would have to let that man take it for the price that he could put it in for, at a fair price, and if he could not do it I would look to them to fulfill the contract, as they were buying the pine.

Finding that the Indians had the unlimited right to sell; that he had no power to control that right; that if it was exercised it would be necessary to allow white labor upon the reservation, he sought to control the matter by limiting the cutting as far as possible.

The chairman propounded the following interrogatories to him :

Q. What was your policy, if you had any?—A. I always instructed the farmer to keep the limit down and let them cut as little as possible on each lot.

Q. But taking the whole reservation, did you have an eye to prevent the timber being swept off in a few years?—A. Yes; I instructed the farmers on the different reservations to limit the cutting as much as they could. But you could not limit the sale; the Indians had patents, and were going to sell anyway.

Q. I will ask you again if you had any policy in approving contracts with reference to the preservation of pine timber on the reservation?—A. I have stated that I instructed the farmers to restrict the cutting as much as possible; to have as little taken off of each selection as they could.

Q. But as a matter of fact you have approved of the contracts that the contractors have been able to make?—A. Yes, sir; all that the Indians have been able to make.

Q. Or that the contractors have been able to make with the Indians?—A. Yes, sir.

In justification of Mr. Gregory we feel compelled to say that his manner, bearing, and answers while on the witness stand impressed us most favorably. He attempted to conceal none of his acts, and after presenting the authority which governed his action he assumed any per-

sonal responsibility that could result from a failure to comply with the instructions of the Department.

He claims in every instance that if he had violated any instruction that his act was controlled by no other motive than that of advancing the interests of the Indians under his charge.

We feel no hesitation in saying that in our judgment he may have acted without full instructions from the Department, but the motives that prompted him were pure, and the hard common sense which he unquestionably possesses guided him in a course that resulted in all cases in promoting the welfare of those under his charge.

Third. Gross abuse of official power.

We challenge the majority to state an instance, testified to by any creditable witness or sustained by any official paper, that justifies them in charging that Agent Gregory was guilty of gross abuse of official power. It is true that complaints have been made to the Department as to his action by those dissatisfied with his decision, but in every instance in which they have been examined, and there have been frequent examinations, he has been exonerated and his action sustained by the Department under the report submitted.

He was placed in the embarrassing position of being compelled to judge of the propriety of allowing any particular contractor to go upon the reservation, and yet the evidence discloses but two or three cases in which, even under such circumstances, the parties in interest questioned the propriety of his decision.

In every instance in which the facts are detailed in the evidence we feel it but fair to Mr. Gregory to say that, in the judgment of the minority, he exercised that discretion with fairness and impartiality.

One witness gives as a reason which in his judgment governed the agent in refusing to approve his contract, that he was a Republican. The absurdity of such a statement was manifest, when Mr. Gregory testified that 90 per cent. of the loggers upon the reservation were members of the Republican party. Of the twenty-eight white persons logging upon the reservation, twenty-two of them are Republicans and six are Democrats.

The complaint filed in 1888, on the subject of allotments under the act of 1887, can have no influence upon the conclusion to be reached on this subject, as under instructions from the Department, Special Agent Wall had exclusive power to decide as to who was entitled to those allotments, and the Department merely suggested to Agent Gregory that he should accompany Mr. Wall and give him any information in his power.

Commissioner Atkins, reviewing the circumstances of the investigation made of Agent Gregory in a letter to the Secretary of the Interior, under date of February 17, 1888, gives a brief résumé of the charge and findings.

A few words now as to Agent Gregory.

Mr. Gregory was commissioned agent at the La Pointe Agency April 30, 1885, being one of the first appointees under the present administration. He assumed charge May 19, 1885.

He has twice been investigated by special agents of this office with reference to his management of the logging operations upon the Lac Court d'Oreilles and other reservations under his charge; once upon charges preferred directly to the President by one B. Cornell, of Chippewa Falls, in the fall of 1885, and later, in April, 1886, upon statements made in the public press of Wisconsin, hereinbefore referred to. In both instances Mr. Gregory was fully exonerated and the administration of his office with fidelity sustained. (Reports of Special Agent Robinson, December 14, 1885, and of Special Agent Heth, April 16, 1886, on file in this office.)

Later, in 1887, certain Indians of the Fond du Lac Reservation, in Minnesota (also

attached to the La Pointe Agency) complained to the Department that they were unjustly dealt with in being compelled to contract with one Patrick Hynes solely for the sale of the timber on their patented tracts at a fixed price of \$5 per 1,000, thereby shutting out competition and involving a loss to them in the aggregate of some \$30,000.

Investigation of these complaints by an inspector of the Department developed the fact that they had been mainly instigated by one Coffey, a half-breed of unenviable notoriety, and some whites, for selfish purposes and to make trouble for the agent.

The inspector found that the industrious portion of the Indians were well satisfied with their sales, and that the dissatisfied ones were those who spent the most of their time in an adjoining town drinking whisky and leading a life of idleness.

He also found that the prices paid by Hynes—reported to be a man of excellent reputation—to the Indians were fair, and, as an evidence of the satisfaction of the Indians in their dealings with him, stated that at the date of his report more than double the number of Indians—as compared with the previous season—had contracted with Hynes for the sale of their timber to be cut during the present season. (Report of Inspector Thomas, September 29, 1887, also on file in this office.)

In another special investigation made by Inspector Gardner into the management of logging operations on the Lac du Flambeau Reserve (also attached to La Pointe Agency), the inspector found that all the contractors were dealing fairly and honestly with the Indians, and paying them good wages for their labor. (Report of Inspector Gardner, March 10, 1887, on file in this office.)

Pending Agent Gregory's administration the affairs and general management of the La Pointe Agency have been successively investigated by Inspector Pearsons (September 26, 1885), Inspector Thomas (December 9, 1885), Inspector Gardner (December 3, 1886), and again by Inspector Thomas (September 29, 1887), and their reports all bear testimony to the zeal, efficiency, and honesty of Agent Gregory in the discharge of his official duties.

In his report of September 29, 1887, Inspector Thomas says:

"Agent Gregory, who has had personal experience in lumbering and the cutting of timber, etc., has persistently protected the Indians in the making of their timber contracts.

"In thus doing his duty, his experience is that of most good agents—he has incurred the animosity of some people who think the Indians have no rights the agent should protect, and are constantly making trouble for the agent."

Within the jurisdiction of the La Pointe Agency there are no less than seven Indian reservations, viz, Red Cliff, Bad River, Lac Court d'Oreilles, and Lac du Flambeau, in Wisconsin; and Fond du Lac, Grand Portage, and Bois Forte, in Minnesota.

It is due to this officer of the Government, who has been so recklessly attacked in the report of the majority, to show to the Senate from the evidence before the committee his standing as a man and his capacity and integrity as an officer.

Special Indian Agent Heth, in a report under date of April 16, 1886, in referring to Agent Gregory, said:

It is not my business or purpose to comment upon the "manner in which it is alleged Agent Gregory's appointment was procured."—I can only say that his appointment was a credit to the party or parties procuring it, and shows wisdom and good judgment in the appointing power. It is only to be hoped that all similar appointments will be as good. Your informant in stating that the old and corrupt ring is continued, states what is absolutely false. No corrupt ring has existed, or now exists, or could ever have existed under the present "subordinates." When the clause was read and translated to the Indians that they had been "robbed and plundered and reduced to living on diseased horse flesh," this assertion on the part of your informant was met by a general burst of laughter.

The investigation has been conducted "on fair and impartial principles," and has been, as far as I am capable, searching and exhaustive in its methods.

I have diligently inquired and tried to find out who were the possible personal or political enemies of Agent Gregory in this community. I received from political foes and personal friends the same answer: "There is no man in our community who can impugn the honor or integrity of Agent Gregory."

And in speaking of the information conveyed to him by Mr. Gregory, that as soon as he was exonerated from certain charges, then being investigated he intended to resign his position. Agent Heth, urged the Department not to accept his resignation.

Indian Inspector M. A. Thomas, in a letter to the Secretary of the Interior, dated December 9, 1885, says: "Agent Gregory, who I am

favorably impressed with as being 'the right man, in the right place,' is very anxious that the inspector should come here at a time when," etc., and in a letter to the Secretary of the Interior, under date of September 29, 1887, uses the following language in reference to him:

Agent Gregory, who has had personal experience in lumbering and the cutting of timber, etc., has persistently protected the Indians in the making of their timber contracts, etc. In thus doing his duty, his experience is that of most good agents—he has incurred the animosity of some people who think the Indians have no rights the agent should protect, and are constantly trying to make trouble for the agent.

Father Dugal speaks in the same terms of Mr. Gregory; while United States Indian Inspector Gardner, in a report to the Secretary of the Interior, dated December 3, 1886, uses the following strong language of indorsement:

The moral character of Agent James T. Gregory is good. I find him a man of extra and superior business capacity; he has push, energy, and good executive ability; is honest and industrious, and is using his best endeavors to advance the Indians under his charge towards civilization, honest industry, and self support.

Mr. Gardner is an old and experienced Indian inspector, a man of the highest integrity, and an earnest and zealous Republican. His value as a public officer was recognized by the Secretary of the Interior, in continuing his services to the Government to the termination of his term in July, 1888.

The following extract from the report of Indian Inspector Markham, in reference to the violation of the regulations, as he assumes, is a decided expression of his opinion as to those violations having been in the interest of the Indians, and the attention of the Senate is specially directed to it. It is as follows:

WASHINGTON, D. C., *May 22, 1888.*

SIR: In compliance with Department instructions of March 13 and 14, 1888, I proceeded to La Pointe Agency, Wis., and investigated the matters therein referred to, and most respectfully submit the following as my report thereof, together with the testimony of various witnesses taken in connection therewith, and other papers pertaining or relating thereto.

CONTRACTS AND REGULATIONS.

It is shown by the testimony that those provisions of the contract—form prescribed by the Indian Office—in respect to the quantity of timber authorized to be sold, and what was necessary to make the contract binding, have been disregarded by Indians, contractors, and loggers, and consented to by the agent in charge of said reservations. It is also shown that the instruction of the Indian Office prohibiting the employment of white labor to log on said reservations, except as therein provided, and prohibiting the sale of the timber, stumpage, have been disregarded with the sanction of agents in charge of said agency. These violations of the conditions of the contracts and requirements of the instructions, as aforesaid, began in 1883, and have continued each succeeding year. The testimony discloses the fact, which is admitted by the agents, that the Indians, with few exceptions, do not cut and bank their timber as stipulated in the contracts; that the work is done by the parties contracting for the timber, the Indians receiving an agreed price per thousand feet, stumpage, and that contractors have been allowed to employ such white labor as they desired to use in cutting and banking the timber, giving the preference to Indian labor when it could be had, and that they begin cutting the timber before the contracts are even approved by the agent, and instead of taking three-quarters of the merchantable timber, as stipulated in the contracts, from an allotment, it is all cut. But the testimony further shows that the Indians who sold the timber were largely profited by the non-enforcement of these instructions; that in permitting stumpage sales and the use of white labor to cut and bank the timber they were enabled to sell their timber-stumpage for much more than they would have received for it had the instructions been enforced.

Whilst I do not attempt to justify subordinates in acts of disobedience of orders or instructions from their superiors, yet if the best interest of the Indians is the object to be accomplished in allowing them to sell their pine, then it will be admitted from

the testimony on this subject that, in permitting them to sell their pine for a stumpage price, and the use by contractors of white labor in cutting and banking the timber, resulted in large gains to the Indians. It is shown by the testimony that most of the Indians who cut and banked their timber, as provided in the contracts and instructions, came out in debt at the end of the logging season, and the few who did not had only small balances in their favor. I shall only refer to such testimony as will show whether the permitting of stumpage sales and the use of white labor in logging the timber has been to the interest or disadvantage of the Indians, and for your information on this point I respectfully refer to the testimony of David Dobie, pages 2 to 13 and 18, 19 and 25, C. H. Henry, Charles Patrick, Fred. R. Calligan, George W. Thomas, Edward Haskins, John B. Denomie, Andrew Gowan, M. W. McDonnell, Pat Hynes, and John McMahon.

The minority feel justified in leaving the uncalled-for denunciation by the majority to the fair and impartial judgment of the Senate, after having called their attention to the earnest indorsement of Mr. Gregory by those whose duty it was to pass judgment as to his personal character and his official capacity to discharge the important trust to which he was appointed.

We will only add that we concur with them, after considering the evidence in the examination before the committee, in the opinions which they have stated above. We do this the more cheerfully, as the evidence shows beyond any peradventure that he is a clean man; that no temptation presented to him during his occupation of this office has lured him from the path of rectitude, or caused a suspicion to exist in the mind of any fair-minded man that would create for a moment a doubt as to his integrity and honesty.

He avoided having any personal interest of any character or description in the logs cut from this reservation, and in this respect his administration differs from that of his predecessor, Agent Durfee, who was a stockholder of a corporation contracting with the Indians at the La Pointe Agency, and whose contracts he had, by reason of his official position, to approve.

This is not said by the minority with the intention of casting any reflections upon the honesty, integrity, and impartiality of Agent Durfee. His record as an official, found in the evidence before the committee, justify the expression upon our part of the opinion that he was a faithful public officer. We feel, however, that we are justified in calling attention to this fact as an additional evidence that the majority report, which so viciously and vehemently attacks another official, against whom not the slightest suspicion of personal advantage could be brought in the transactions of that agency, should be carefully weighed by those who are to pass judgment upon its statement before reaching a conclusion as to its correctness.

For the misconduct of Agent Gregory, and for the wrong done by him to the Indians, the Secretary of the Interior, Hon. W. F. Vilas, is also fully responsible and highly censurable.

Having shown that Agent Gregory has not been guilty of misconduct or of wrongs to the Indians under his charge, we might stop here by a simple denial of this unfounded and uncalled for charge contained in the report of the majority of the committee, but a sense of justice to a faithful, laborious, and honest public official demands that this unjustifiable attack on the personal and official character of Mr. Vilas shall be clearly, and at the same time firmly, exposed in all its revolting nakedness.

In the first place, there was no inquiry ordered which in the least involved him. The resolution of the Senate directed an investigation "into the method of allotting lands in severalty to the Indians upon the reservation; into the system under which Indians to whom lands had

been allotted are allowed to sell the timber thereon, and especially to inquire whether or not adequate prices are secured to the Indians under such sales."

Mr. Vilas had but a short time before assumed the office of the Secretary of the Interior, and the inquiry related to matters arising wholly under former Secretaries, and with which he was not connected.

Nothing in the least degree affecting him, or calling upon him for answer, was therefore involved or suggested.

The Commissioner of Indian Affairs, under whom much of this business had been transacted, was promptly summoned before the committee and opportunity offered him for presentation of the facts and any explanations necessary to their proper understanding.

As the investigation progressed, a statement was made by a witness that the Superior Lumber Company, a corporation engaged in manufacturing lumber at Ashland, in Wisconsin, had been or was a contractor on the Bad River Reservation. This was of consequence only because Mr. Vilas was a stockholder in that company, but the manager of that company was called as a witness, and his testimony was so satisfactory that it was agreed by the chairman that it should stand as admitted and established, that the Superior Lumber Company had not been a contractor on said reservation, or been interested in any contract with any Indian on the said reservation, or in sawing lumber cut from the same. Thus the insinuation of any possible connection with the business by Mr. Vilas was entirely dispelled.

No other charge has been in any manner asserted or intimated affecting him by any witness, relating to any matter within the scope of the resolution under which the committee acted.

He has never been called before the committee, nor any intimation given him by it that any occasion existed for his attending, nor for his desiring to be heard.

Communications have been made to him by the committee, to which he has responded promptly. He has been constantly within a few minutes' call, and engaged in a public service than which none is more laborious or exacting of time and thought; yet, without a note of warning, without an opportunity to be heard, without a word of testimony, not only upon which such a charge can be based, but upon which a suspicion might fairly arise, the chairman of the committee submits a report which assumes as one of its conclusions that Mr. Vilas is to be held responsible for transactions of an official of the Interior Department occurring before he was connected with it, and that he is fully responsible and highly censurable for the irregularities assumed to exist.

The history of Congressional legislative inquiries records many which have been partisan in purpose, and sometimes unfair in methods. It will be hard to find one, however, which so flagrantly violates the primary purpose of all investigations, that the party attacked shall at least be notified and heard. Under such circumstances, in the last hours of Congress, when no chance of debate upon the floor of the Senate remains, to deliberately asperse the personal and official character of the head of an Executive Department, about to retire to private life, by insinuations so unfounded, and by assertions which, so far as the minority can ascertain, rest upon no evidence found in that record, is a thing so unjust, so unparalleled, as to appeal to every fair mind for the severest condemnation.

The admiration of the minority has not been excited by the past acts and conduct of the committee, and that its proceedings lacked nothing to prepare the mind for this arbitrary and oppressive act of injustice may

frankly be admitted, and the conclusion reached is a fit consummation of its course during the last two years.

The proceedings of a committee of the Senate are supposed to be governed by the same spirit and principles that attend judicial inquiry and determination. To employ the power delegated to it by the Senate for other than public purposes and the furtherance of public interests is not only a prostitution of those powers, but it is their prostitution without excuse or palliation, and will in the natural course of things react upon those who seek to use them for other than legitimate purposes.

These remarks are not only justified by the course of procedure which has been followed during the investigation, but still more by the utter absence of any evidence upon which the assertions of the report might be founded. This investigation has been in progress for almost a year, yet what is there in the enormous mass of testimony and papers which has been printed that gives color to the conclusion announced by the chairman, and which he has incorporated with his report?

It appears that Mr. Vilas recommended Mr. Gregory to the then Secretary of the Interior for appointment as Indian agent in April, 1885. In no other way, in any aspect or manner, is there a single word of testimony from which even an inference can be drawn that he is responsible for the conduct of Gregory as such agent prior to his entering upon the duties of Secretary of the Interior. Not a witness has spoken of any act done or word said by Mr. Vilas upon any of these subjects during that interval of nearly three years during which the transactions took place which this report declares him to be responsible for.

Not only that, but in response to a resolution of the Senate the Secretary has stated that he had no knowledge of the transactions, nor who were concerned in them; and not a breath of testimony exists to the contrary. If the transactions were themselves reprehensible—and elsewhere it is shown that the report is unsustainable in its criticisms upon them—the attempt to link him with them is more reprehensible than the actions complained of.

The attempt to show that the Superior Lumber Company derived some advantage by contracts for Indian timber (which was the form in which for a long time it was sought to cast reflection upon Mr. Vilas) utterly failed. It failed so completely, that the chairman, under an agreement with the minority, made during the investigation, incorporated the fact in his report that this company never had contracted with an Indian, or was interested in any timber from the reservations.

This would have operated with any fair mind to prevent the renewal of this accusation, by insinuation or otherwise, but it would appear rather to have incensed the chairman of the committee, as if he saw with chagrin the innocence of any wrong in one whom he was determined to asperse, and accordingly in the same report in which he is constrained by his agreement to admit the agreed and accepted conclusion that the lumber company was entirely free from any connection with these logging operations, he couples with that conclusion two letters, which can possibly have no other significance than as tending to show that that company was concerned in contracts which one Kennedy had made, and which were proved to be entirely independent of it. Thus, while the report shows, as the conclusion of all the testimony, that the fact was otherwise, the writer, for purposes unknown to the minority, brings forward as important a fragment of evidence which has been so entirely and perfectly explained that the report acknowledges the fact. We ask, for what purpose was this done, except that suspicion might be excited by this unexplained letter, which suspicion, in the judgment of

the minority, the evidence has removed. Those letters were fully and satisfactorily explained. By the agreement referred to they were virtually eliminated from this investigation. Under these circumstances we again ask, Why are they given such prominence? Does it not characterize the whole report and give color at least to the belief that they are still clung to and reproduced, in the thought that they may raise, unconnected with the proofs, the suspicions in other minds, that once rose to a degree of hope in the chairman's, that the fact on which this investigation was moved and conducted would be sustained by this testimony?

The injustice of this report is disclosed in another circumstance. Colonel Knight is the friend of Mr. Vilas, and the manager of the Superior Lumber Company. It is shown that never, directly or indirectly, was he interested in any contract or dealing with any Indian or with any Indian timber. Not one word of testimony connects him in the least degree with any person who had anything to do with any of these transactions, except that he recommended Gregory for appointment. He never was associated with any contractor, never dealt with one. He is as free from participation in any of these logging operations as any member of the committee. Why, then, is he made the target for the slurs and taunts contained in the report? Is it because that in his testimony he proved the utter groundlessness of the suspicions and hopes which had arisen, that the Superior Lumber Company had had something to do with the logging business, and so completely overthrew the accusation, that its falsity was and is confessed, and therefore he, too, is assailed, and charged with confederation against the interests of the Indians? Yet, strangely enough, all this was for no benefit to the confederates. Not one is directly or indirectly interested in any manner in any of the fruits of the iniquity that they were to successfully bring into fruition, and the only suggestion is, that it was all done "to enrich the favorites of Vilas and Knight.

The animus of this report is disclosed in the insinuation or fact that, when speaking of Colonel Knight, it says: "At one time a Republican, then a Mugwump, and then a Democrat." The gross injustice of this report, its recklessness of assertion, are peculiarly shown in this fact. It is charged that the contractors with the Indians were "favorites" of Mr. Vilas. Where is the evidence to justify this statement? It is shown that every contract was made, under which any timber has been cut, prior to the time when Mr. Vilas became Secretary, and while he was Postmaster-General. He has stated in a communication to the Senate, that until after that date he did not know who were the contractors. Not a word of evidence has been taken which in the least contradicts this, or shows the least action or influence on the part of Mr. Vilas in respect to these contracts. They were made by the Indians on the different reservations in the forests of Wisconsin, when he was absorbed by official duties in Washington. They were neither personally nor politically connected with him. Politically, 90 per cent. of them belong to the party opposed to the present administration. No sort of personal or business interest or connection with Mr. Vilas is shown in a single instance. In short, this reckless and unjust assertion has not only nothing in the evidence upon which to rest, but it is disproved by the evidence, so far as it throws any light upon the subject.

The statement that Mr. Vilas took charge of the matter, or of the Indian Office after Mr. Atkins went out, is unsupported by any evidence before the committee. On the contrary, the only action taken before Oberly's appointment as Commissioner was the letter of July 31, 1888,

to the Acting Commissioner, which was in the nature of inquiry only, and no order or action for the completion of the contracts was taken until the 22d of October. The order will be seen to have been suggested by Commissioner Oberly in his communication of the 20th. An examination of this letter will show that it contemplated no action until full information was obtained, but Commissioner Oberly's letter to the agent of October 29, 1888 (Record, p. 1139), went much beyond that, and authorized new contracts "under the restrictions heretofore in force."

On the subject of the cutting of timber upon the reservation for the season of 1888-89, we file as part of our views the letter addressed by the Secretary of the Interior to the President of the Senate dated February 19, 1889, and which is as follows:

DEPARTMENT OF THE INTERIOR,
Washington, February 19, 1889.

SIR: I have the honor to acknowledge the receipt of the following resolution adopted by the Senate on the 6th day of February instant, to wit:

"Resolved, That the Secretary of the Interior be directed to inform the Senate whether or not he has recently authorized the cutting of any timber on the Chippewa Indian Reservations within the La Pointe Agency during the present winter season under contracts not approved by the Commissioner of Indian Affairs or otherwise; and, if so, to transmit to the Senate copies of all orders authorizing such cutting of timber, with a statement of the reasons for issuing the same," and in response thereto to transmit herewith copies of four communications addressed to the Commissioner of Indian Affairs, and bearing date, respectively, July 31, 1888, October 22, 1888, December 3, 1888, and January 29, 1889, which contain all orders given by me to authorize the cutting of any timber on the reservations mentioned during the present winter season.

In further reply I submit in the following statement the reasons for issuing these orders, as required by the resolution.

On the 13th day of March, 1888, I received, in a communication from the chairman of the Select Committee of the Senate on Indian Traders, a copy of a resolution adopted by that committee in these terms, viz:

"Resolved, That a copy of the evidence taken by this committee concerning the Chippewa Indian allotments and timber contracts be transmitted to the Secretary of the Interior for his information; that his attention be specially called to the testimony showing that extensive lumbering operations are now being carried on upon the Chippewa Reservations, under contracts not yet approved by the Commissioner of Indian Affairs, by large gangs of lumbermen who are not Indians, in violation of the rules of the Indian Office, under which such contracts have been allowed to be made; and that the suggestion be further made to the Secretary that it is advisable that orders be given by telegraph to stop immediately the cutting down of any more trees upon the reservations under contracts with the Indians until further orders from the Department."

The inquiry of the committee began on the 8th day of March, and, until immediately before that time, my attention had never been given to the subject of the logging operations upon these reservations, having less than two months previously entered upon the duties of this office, and never in my previous life or business affairs having been led to know anything of these operations, the nature of the rights involved or the particular manner in which the business was conducted; so that, beyond the mere fact that logging was carried on, as for some years had been done, upon the lands of these Indians, I had no knowledge or information concerning the transactions, nor who were the persons concerned as contractors, what the terms of the contracts, the extent of the operations, or any of the circumstances connected with the matter. The information which the Indian Office possessed had already been given to the committee, and it was unable to furnish anything of importance beyond what was shown in the testimony taken by the committee during the previous five days, and then submitted.

The further cutting of timber was therefore, in accordance with the suggestion of the committee, immediately and entirely stopped by telegraphic order, and I at once dispatched an Indian inspector of the Department with instructions to thoroughly examine and report the facts, not only in respect to all the matters suggested by the committee, but upon "every point which may be of interest or importance in connection with the subject." His report, with all accompanying papers and testimony, was subsequently furnished to the committee.

Subsequent inquiries and reflection have satisfied me that the order then made was a mistake, unjust and harmful in practical effect, and compensated by no sufficient, if any, resulting benefits. It imposed serious waste and loss, in some cases upon the Indians, and in others upon contractors. It left unfinished operations which would have been better finished then, and which required to be afterwards completed, in good business management, in order to relieve against loss and secure the best results from existing conditions. For this reason, roundly stated, authority was given in the orders mentioned to resume cutting, under certain modifications and restrictions to be mentioned, during the present winter. I submit in more detail the facts and the grounds for this conclusion.

The right to sell their pine timber is derived by these Indians from the fact that, under the treaty of September 30, 1854, with the Chippewas, allotments of 80 acres each have been made to various members of the tribes and bands therein designated, to whom, under order of the President, patents have issued conveying the fee-title, subject only to the restriction that the patentee "and his heirs shall not sell, lease, or in any manner alienate" the land patented without the consent of the President. To the extent of cutting and disposing of the standing timber this consent has been given through regulations which appear to have been first adopted by the Department in 1882, and under which logging operations have been carried on every year since. Assuming consent to be necessary for the disposition of standing timber when consent has been given, there may be question of the legal right of the Department to further interfere with the Indian owner's control and management of his property. Certainly, when the timber has once been severed from the land it is absolutely his, especially since the enactment of the act of February 8, 1887, in which it is provided that "Every Indian born within the territorial limits of the United States, to whom allotment shall have been made * * * under any law or treaty * * * is hereby declared to be a citizen of the United States, and is entitled to all the rights, privileges, and immunities of such citizens, whether said Indian has been or not, by birth or otherwise, a member of any tribe of Indians within the territorial limits of the United States, without in any manner impairing or otherwise affecting the right of any such Indian to tribal or other property."

One of the privileges and immunities thus given the Indian, as enjoyed by other citizens, must be conceded to be the right of control and management of property indisputably his own. How far even consent may be necessary to warrant the Indian citizen in disposing of his standing timber, especially if it be desirable to cut it in the way of clearing the land for agricultural uses, needs not to be considered so far as the present explanation is concerned.

The mode of sale was provided by these regulations and directed to be followed in all cases. A form of contract was prescribed to be entered into by the Indian owner on one side and some person purporting to be a purchaser of the logs, when cut, on the other, and by its terms this contract provided simply that the Indian to whom a certain tract therein described had been patented agreed to cut, in a good and merchantable manner, into logs of a prescribed length and size, from the merchantable pine timber upon three-quarters of the described tract, a stipulated number of thousands of feet, board measure, more or less, and deliver the same upon the bank of a river named for a prescribed price per thousand, which the other party agreed to pay in installments proportioned to the deliveries, the payment being guaranteed by an accompanying bond with sureties, the expense of scaling on the bank to be equally divided; the contract to be valid and binding only when approved by the agent and the Commissioner of Indian Affairs, and not to be assignable.

Assuming this contract to represent the true relations of the parties, it appears plain that unless for some reason the agent or the Commissioner thought fit to discriminate between Indian owners, and deny to some the right to sell (either altogether or during a particular year), the only points in approving this contract requiring the supervising care of these officers on the Indian's account were the price to be paid for the logs when banked, and the sufficiency of the security for such payment. It is plain, also, that the price to be so fixed must depend principally upon the character of the logs which the pine then standing in the forest would yield, and upon the manner in which the logs should be cut and delivered; varying, perhaps, to some extent also accordingly as the delivery was made at a higher or lower point on the stream, whereby the driving to market would entail greater or less cost. The determination of this price required, therefore, in each particular case both expert and local knowledge—such knowledge as only the trained and skillful woodsman or "timber estimator" can obtain by going into the forest and carefully examining each tract of land, its circumstances, and location. This is obviously beyond the range of the usual powers of the Indian Office, and necessarily to be left to the agent practically, or to some special agent. This appears to have led to the usage which came to prevail of allowing cutting to begin and proceed every year without the Commissioner's formal approval of the contracts, in reliance upon the agent's approval.

This form of contract was delusive. However simple in theory, it has never, from

the beginning, as now appears, represented the real relations of the parties in practical operation under it, and the circumstances of the business were such that it was practically impossible that this contract could be executed according to its terms. It would have been an unwise contract for the white owner of but a single 80 acres of land, unless himself a practical logger and provided with the necessary equipment. The Indian could not execute it directly, and never appears to have attempted it; but the form of the agreement has imposed upon him the risk, and apparently in many cases from the beginning the reality, of failure to secure the full value of the pine timber upon the land. To render these statements easily acceptable, and also to understand the action taken, require a view of the methods and necessities of the logging business upon these reservations.

The pine-bearing lands of these reservations lie in the deep forests of northern Wisconsin and Minnesota. These forests are heavily timbered with various kinds of trees, including maple, oak, birch, elm, poplar, hemlock, and balsam, as well as pine; and the pine trees are usually interspersed among others, and constitute but a small part of the entire body of timber upon a single allotment. It is said there are comparatively few tracts upon which the pine constitutes the greater portion of the timber. These forests are penetrated by small streams, tributaries of the larger rivers below which furnish the means of transporting or "driving" the logs from the forests to the mills, oftentimes far distant. The difficulty and cost of hauling heavy logs through the forests are such that, obviously, the price or value of the standing pine timber upon any tract will depend in considerable degree upon its distance from the driving stream.

The methods of logging requires also to be attentively considered. It is necessary that the operation should be conducted with every circumstance of economical management which long experience in these forests has taught the practiced logger; or otherwise it will happen, as is not infrequently the case, that the heavy rate of expense necessary to be supported will consume the value of the logs when banked. A camp must be prepared many miles from towns or settlements, and a suitable house built for the maintenance of many men during the winter, as well as a stable for the draught animals; roads must be constructed through the forest and to the driving stream, sometimes miles distant; teams of horses and oxen, vehicles for hauling, and the various implements of the business must be obtained, and provision of food for the camp secured; besides which, the engagement of the necessary labor, whether white or Indian, demands a responsible employer. The number of men in an ordinary camp ranges from twenty to a hundred, and the average expense for the winter of such a camp exceeds, it will be generally found, \$10,000. The camp requires for successful operation several persons specially skilled in the business, besides a foreman and a cook, who command high wages; and, withal, a diligent and zealous management; all of which is shown in the testimony taken by the committee.

It hardly need be said that the capacity of the ordinary Chippewa is unequal to such requirements; at least, his capacity as limited by his want of education and inexperience in business affairs. Besides this, he possessed neither the necessary equipment of cattle and implements nor the money or credit demanded. It would require, in many cases, more than the value of the timber on a single allotment to provide the teams, vehicles, and implements requisite for a single camp. The expectation that all the Indian land-owners would so provide themselves for the purpose of logging their respective allotments could not be seriously indulged by one familiar with the nature of the business and the circumstances of the Indians.

It has resulted necessarily, from the beginning, that in actual fact the nominal purchaser of the Indian's logs was a practical logger, who, despite the form of the contract, was really employed by the Indian to cut and bank his timber, who managed the business, furnished generally the entire equipment, hired the labor, paid the expenses, and charged all the cost to the Indian as a part of the price stipulated in the contract to be given for the logs on the bank. If he conducted the business thriftily and accounted honestly, and the price for the logs was just, the Indian received all that could be fairly deemed his due for the timber on his land.

But the vice of this system is manifest. The Indian owner bears all the risks of poor management, accident, mischances of weather, overreaching, and whatever else may swell the cost of delivering the logs on the bank, subject only to the correction of the agent in supervising the final settlement. Freed himself from these risks, which are usually all his own, the logger is under a less incentive to thrift and industry, and the cost of the camp may well be expected to be somewhat more in proportion to product, and the net return to the land-owner somewhat less. Such considerations, open to reasonable forecast and approved by experience, compel all prudent owners of small holdings, who do not enjoy the paternal guardianship of Government, to sell their pine standing for its stumpage value, which the competition of loggers usually raises to nearly and sometimes beyond the market value of the banked logs, less the actual cost of cutting and banking them.

Indian labor exclusively, or nearly so, was required in the lumber camps by the

regulations, even, apparently, if better and cheaper white labor was at hand. It was a rule of theoretic excellence, but practically, as will readily appear, it was at the cost of every Indian owner to whom the rule was applied. These Indians have not been bred to habits of industry, nor taught to subordinate their feelings and ways to the requirements of business. They could not but be expensive laborers when employed under a rule which protected them from competition; and it is said that they were sometimes willful in failing to continue at their work and in observance of the necessary requirements. To whatever extent the cost of production has been so increased in any case, the net return to the Indian owner was diminished under this contract; and his enforced contribution to the support and industrial education of others of his tribe has resulted from the exercise of authority which, if imposed upon white men, would be deemed despotic. Trustworthy witnesses state that the rule begets exorbitance in demand and indifference in work on the part of the Indians, and that better results to them in every point of view attend the practice of hiring the best and cheapest labor, leaving Indians and whites to the fair emulation which makes the former strive to be skillful, industrious, and faithful forest laborers, as they are entirely capable of becoming under proper influences.

It has seemed to me that the better rule was to require Indian labor to be employed whenever it could be done fairly and without disadvantage. In fact such is the extent of business conducted throughout these forests, outside the reservations, that the demand for laborers of itself affords to the Indian abundant opportunity for employment; and it is well known to all acquainted with the facts that, so far as the Indian is willing to work, he is, in the winter season, abundantly provided with opportunities for it, and that these people avail themselves freely of such opportunities.

Another condition of this business requires notice, both as explaining a prevailing practice and as showing still further the difficulties which limit the Indian's own conduct of the logging operation. A logging camp can be most economically applied to cutting, during a single winter season, 3,000,000 to 5,000,000 feet, board measure, of logs, if within the neighborhood, and may be extended to almost double the quantity; while the average of a single allotment appears not to exceed, if to equal, 500,000 feet, and the agent says is only about 400,000 feet. It is plain, therefore, that it is to the advantage of the owners of different allotments in the same vicinity to employ the same logging camp, by which means the cost of equipment and roads is distributed and diminished to each of the several owners.

It also results from these facts and conditions that when a logging camp is established in the neighborhood of an allotment it becomes to the advantage of the owner of the allotment to avail himself of that opportunity to cut and dispose of all his pine; because if other owners thereabouts then dispose of theirs, and his is left standing, it would require a proportionately greater cost to establish and maintain a camp for the purpose of logging a single allotment only, and oftentimes the timber remaining might be of too small value to justify the separate establishment of a camp for that purpose. Consequently it has been the practice, supported by manifest reasons of advantage to the Indian owner, that the same logger has made contracts with the different allotment owners in the same vicinity, varying in number, naturally, according as there were more or less allotments accessible and according to the quantity of pine which they contained. The contractors who engage in this business must necessarily be possessed of considerable means, and are, with but few exceptions, men of integrity and ability, experienced in the business of logging. Sometimes the same concern may have more than one camp, and thus come to make a considerable number of contracts.

When cutting was stopped last March, so nearly as I can now discern the facts, there were employed on the reservations in Wisconsin, where alone has any cutting been authorized during the present winter season, some seventeen different loggers, firms, or companies, all of good repute, means, and experience, and some of them among the foremost citizens of Wisconsin in personal standing and character. It was wise in the agent to prefer such contractors for the Indians, so far as he did or could exercise any influence in their selection. They were all engaged by contracts in the form prescribed by the regulations of the Indian Office, and they were pursuing the business in substantial accordance with the methods which had prevailed during the previous year. All the contracts had been approved by the agent, but, as in former years, none had been indorsed, before cutting commenced, with the approval of the Commissioner of Indian Affairs. Yet it might well have been supposed, as it was, from the fact that the same course had been pursued for years with the knowledge of the Indian Office, that this point was entirely immaterial and unnecessary to the performance of the contracts. As to all these contracts for pine upon approved allotments belonging to the Indian owners, I have not been able to discover any good reason requiring the peremptory cessation of their execution which would not apply to every case of similar contracting during previous years.

The testimony taken by the committee and all the information at hand tend to show the prices named in the contracts to be as good as or better than in former

years; that the business was being conducted in a similar manner and at least as economically, and with the promise of as fair results to the Indian owners. My judgment, already expressed in the last annual report of this Department, does not approve the method of disposition and contracting which the regulations required, because it fails to truly recognize and provide for the actual relations which the parties necessarily sustain, and opens an avenue to, if not almost allures, reprehensible abuses beyond the power of the agent to altogether detect or correct. But in March last, when the execution of these contracts was interrupted, the camps had been in full operation during the winter; much pine had been cut from the allotments under contract; the cost of building camps and roads and of the equipment for the entire winter had been incurred; the labor of many men engaged, and the logging operations were actively in progress, with the expectation of completing, during the month or more possibly remaining available, the work engaged to be done. Necessarily, the complete and unexpected suspension of further cutting imposed waste and loss, and, as I have shown, this could not but fall upon the Indian owners when settlements came to be made upon the basis of the contracts.

There appear to have been contracts made in some cases by Indians who had only selected or claimed for allotment lands under the treaty, and where the allotment had not yet been approved by the President. It is said that this has been suffered to be done for years, because, where the right of an Indian to an allotment under the treaty was clear, so that the subsequent approval would follow in due course of business, this would render the transaction but a beneficial anticipation of the legal title. Notwithstanding this, the contracts in such cases were clearly unjustifiable, because the Indian claimant was not yet entitled to a patent, nor authorized to contract. The official evidence of all allotments being in the Indian Office, these contracts might have been easily compared therewith, and should have been promptly disapproved for this reason, and the agent informed of it and instructed accordingly. On none such has any cutting been allowed by the orders for this winter, nor upon any, unless the Indian has either received his patent or it is due to him as if issued, because the President has approved the allotment, so that nothing remains to be done but to issue the patent, which has always been the rule.

A greater number of contracts was entered into for the cutting and disposition of timber during the last winter than before, and this seems to have been considered a point of serious criticism. It was, however, as it appears to me, a natural result, arising from the recent development of that region, which has been very great during the last four or five years through the completion of railroads, whereby it has been made accessible; from the improvement of driving streams; the construction of "tope" roads, by which logging could be conducted more easily; the building of mills much nearer to these lands, and the increase of settlements. Precisely the same conditions have affected these as other lands on which pine grows. It will be seen by examination that up to last winter the number of contracts regularly increased each year. It is the universal rule, apparently, that the owners desire to realize the benefits of their timber in money when the lands become accessible, so that the pine may be removed to the best advantage. This has caused the almost complete clearing of the pine woods of Michigan, and a very highly-increased activity and production in that region of country where these reservations are situated.

Indian land-owners are like others. They desire to realize the benefits which the money resulting from the sale of their pine will bring them—gratifyingly shown, in many cases, in comfortable houses, horses and wagons, implements of labor and the like, as well as in the disposition of the Indian and his family to support themselves by labor. If the business be well and beneficially conducted, and just results be secured, there appears to me no sufficient reason for denying or postponing to one family the enjoyment of these advantages which another with but an equal right is afforded the opportunity to possess. If it be a good thing for one Indian family to abandon the bark shack or wigwam and live in a comfortable house, it is equally to the advantage of others to do the same thing; and it would appear that the Indians, as a whole, were progressing accordingly as more, rather than less, families changed in this way their modes of life. It is also to be observed that, as already stated, the land upon these reservations upon which this pine grows is chiefly covered with hard-wood timber. It is therefore agricultural land, or at least capable of excellent agricultural uses when cleared of the timber. It is of no use to the Indian while the forest and the pine stand upon it. It is even a positive disadvantage to him, because it tends to continue the condition of life from which all the agencies of the Indian service seek to wean him. So far, then, from its being a point of criticism or disadvantage to the Indian or otherwise, in any respect, that many Indian owners were selling their pine, it appears to me that to whatever extent it was useful to any so to sell and dispose of their timber it was useful to all, and that the fact of a greater number of contracts only signified, provided they were fair in terms and fairly performed, that more Indian owners were realizing the advantages which had been sought for them by the regulations which authorized them to sell their pine at all.

The removal of the pine from the lands belonging to Indians in severalty is no more to be deplored, if they have enjoyed fair compensation for its value, than the clearing of the forests everywhere before civilized improvement. It might, of course, happen in some particular instance that, owing to special circumstances touching the Indian personally or his family, it would be unwise to permit him to sell. But as such circumstances must necessarily be ascertained by and known to the agent, his judgment upon that point would almost inevitably be accepted by the Indian Office. Nor does there appear to have been any point of objection of this kind to any of the contracts in question. It was too late, as it appears to me from these considerations, beyond all question, at the time when the cutting was suspended last winter, to apply the neglected regulation which required the approval by the Commissioner of contracts made for work upon lands belonging in fact to the Indians by allotments approved under the treaty; that, at that time, the status was practically established beyond recall without serious injury to the Indian, upon the basis of the contracts as made, and that all reasons which go to the best results to the Indian under that system of contracting required that, under the circumstances, the work should have continued until the winter's end accordingly.

They show, also, that all the losses which were in cases of this kind sustained, and can not but have been considerable, fell inevitably upon the Indian owners whose own contracts for the disposition of their own property the Government undertook to supervise, with superior wisdom, for their greater benefit; except only in such cases as the contractors, in reliance upon their right to proceed, had advanced moneys for the expenses of camps, roads, equipments, labor, or provisions, or sometimes to the Indians in anticipation of stipulated payments, in excess of the value of the logs cut on their allotments. This happened in many cases because, as already noted, the same logger contracted with many different allottees in the same neighborhood, and as the cutting was ordered with reference to the most profitable results, the work was in different stages of progress upon the various tracts, within the range of the camps, and upon some, perhaps, few trees had been felled at the time of suspension. The agent states that the aggregate advancements by the contractors to the Indians, in all such cases where an insufficient quantity of logs had been cut, amounted to \$25,000.

The theory of the instructions follows naturally upon these facts. Complaints to the Department of the injuries sustained by and on behalf of both Indians and contractors were freely made, and demand was pressed for a determination of the course to be pursued during the current winter.

In all those cases where roads and camps had been built and the pine partly cut upon the allotments it is manifest the Indian would be a gainer by making use of them during the succeeding winter, when they would remain available for use with but small cost of repair. In others, where, in good faith, advancements had been made to the Indians upon fair contracts beyond the value of the logs cut, justice required, in view of the usages before prevailing, approval and performance. To elicit the necessary information touching these and other cases, the accompanying communication, under date of July 31, 1888, was sent to the Acting Commissioner of Indian Affairs, to which the response of the agent, under date of August 23, was received, which is also herewith transmitted. This communication was not transmitted to the Department from the Indian Office until the 20th of October, when the letter of instructions, dated October 22, 1888, was returned to the Commissioner; the purpose of which was to require consideration of such contracts only as had been made during the preceding year and the performance of which had been interrupted by the order of March 13, 1888, and to authorize the fulfillment of such of them only as were in all respects proper for approval.

Afterwards the Department received the communication from the Commissioner of Indian Affairs, under date of December 1, which is herewith transmitted, to which the accompanying communication, dated December 3, 1888, was returned. It remained the purpose of the Department to permit no new contracts, unless in some special case where the land was so contiguous to a camp established for the completion of existing approved contracts that it was especially desirable to secure the advantage for the Indian owner, and then only on such terms as appear to me most to his advantage. The Commissioner informs me that in fact, however, no contracts have been made except in modification of those previously existing, in accordance with the instructions given and the new form prescribed to give them effect; that all such modified contracts are upon reservations in Wisconsin, and all the logging operations thereunder are in fulfillment of contracts under which cutting was suspended in March, 1888. The form of amendment to the contract was such that the Indian was made secure of the stumpage value of his pine, while retaining all the rights before possessed, and the title of the logs was held to him until full payment.

It will also be noted that this letter dispensed with the former regulation, which required one-fourth of the pine timber upon each allotment to be reserved from cutting, by directing that upon every allotment under contract all merchantable timber

be required to be cut which may be so situated as to be advantageously hauled and banked. This will in nearly every instance take all. The superseded regulation is a striking evidence of the valuelessness of a good theory in conflict with variant facts. The reservation of "one-fourth of the timber in a compact body intact" was explained to be made "for future use for fuel, fencing," etc. In point of fact, as before stated, the white-pine trees on these reservations stand almost invariably interspersed among forests of hard wood, which provide far better fuel and rails for fences, pine being of little value for the latter use, except after being sawed at the mill. Thus the reservation was nugatory for the purpose proposed. And the value of such a reserved body for future logging would be materially impaired, because the quantity so remaining upon an average allotment would be so small, that the expenses of establishing camp and making roads for its removal must seriously reduce the stumpage value or the share of the land-owner in the product. There is also a highly-increased risk of destruction by fire in consequence of the inflammable rubbish left after cutting out the body of the tree. The removal of all that may be conveniently removed ought, in wise management, to take place while the logging camp, established for the winter's cutting, is in full operation. In fact, however, the regulation was never respected, and cutting has ever been substantially as now directed.

After instructions given for this winter, upon one occasion in December the Commissioner of Indian Affairs verbally advised me that he had received a number of agreements in renewal and modification of contracts for the previous winter which remained uncompleted; but the subject was not otherwise particularly brought to my attention by the Indian Office, and it was supposed that, after due approval in all proper cases, the transactions of the winter were proceeding satisfactorily. Late in January, however, the Department was advised that all work of every sort had been suspended upon all reservations, because no approval of any of the contracts had been notified to agent, but yet logging had been commenced by the contractors, as in former years, without awaiting such approval. This action, and voluminous correspondence and papers upon the subject, were submitted to the Department by communications under date of the 26th and 28th of January, and after consideration thereof, the letter of January 29, herewith accompanying, was transmitted to the Indian Office.

Little need be added to what is therein and hereinbefore stated in explanation of the action suggested to the Commissioner. The point of uncertainty which operated to delay his approval was, as he has informed me, only the sufficiency of the prices stipulated to be paid, in respect to which he found himself without other information than was shown by the contracts themselves, and the agent's report. As has been before remarked, this point demands both expert and local knowledge, which it is impossible the Indian Office should possess independently of the reports of the agent, unless a competent special agent makes inquiry upon the ground. For that reason it would have been, perhaps, better, in view of the lateness in the season when the contracts were renewed, to have adopted in the beginning the rule for the winter which is in the last letter prescribed, that the work under the contracts should, if the contractor submits to take the risk, proceed subject to the Commissioner's modification of the price on approval. Thereby the business would sustain no loss by delay of work and sufficient time be afforded the Commissioner to pursue, by his special agent, whatever particular inquiry was deemed essential to safe judgment.

The necessity that the contractor should begin at the earliest possible time in the winter must be plain to whosoever considers the circumstances attending logging operations. It is an absolute condition of a reasonable performance of the contract. Delay increases the cost, diminishes the opportunity of completion, and, in many ways, puts in jeopardy the prosperity of the undertaking.

But, inasmuch as the work under these contracts was again in progress and but partially completed, the same considerations which demonstrate, as I think, the unwisdom of the interruption of the previous year apply with increased force; because the operations are now in progress under amended contracts which contain further stipulations and safeguards of benefit, and which are limited to the proper cases where the disposition of the timber ought to be made for the welfare of the Indians. And notwithstanding the work had again been begun before the approval of the contracts by the Commissioner, the circumstances render it too late to impose that requirement as a condition precedent to their execution during the present winter.

To again drive the contractors and their forces of teams and men from the woods, permitting them only to remove the logs already cut, and to impose on these the disproportionate share of the winter's expenses which they must so sustain, would be to practically finish the destruction of the prospects of the Indian land-owners affected of realizing substantial results from their timber. Moreover, the cost of every day's interruption diminishes the amount which they would otherwise derive. On the other hand, if the timber be cut and removed while the appliances for so doing in a fairly economical way are at hand, and the power is reserved to the Commissioner to

see to it that the Indian receives in a fair price his full share of the product, the best result is secured which can be regarded as attainable in the circumstances.

No risk of failure to obtain the proper price which the Commissioner shall fix is undergone. The title to the logs remains in the Indian under the present contracts until payment, and delivery may be withheld from the contractor, either on the banks or in the boom, until the full sum proper to be paid is received.

These are the reasons, although but inadequately presented, which governed the issuance of the orders for the allowance of timber-cutting on the reservations in Wisconsin during the present winter, and which, with added reflection, approve to me the policy pursued as the best which was open to the choice of the Department.

It should be, perhaps, added that efficient measures have been taken to discover all trespasses committed and to seize the logs, if any, which have been unlawfully cut. There is no information, however, to lead to belief of any trespasses except upon the Fond du Lac Reservation, in Minnesota, during this winter.

The pressure of other duties and the necessity of some review of the papers and testimony have delayed the preparation of this communication beyond my expectation.

Very respectfully,

WM. F. VILAS,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
Washington, January 29, 1889.

SIR: I have considered your letter of the 26th instant relating to the logging operations on the reservations connected with the La Pointe Agency, and have made such examination as I have found time for of the correspondence and contracts submitted by your letter of the 28th, received last evening. It appears that, in pursuance of the instructions of the Department under date of the 22d of October and the 3d of December last, a considerable number of contracts have been renewed or made between Indians owning approved allotments and various different persons engaged in the business of logging, stipulating for the conduct of logging operations on the respective lands mentioned in such contracts, and that in all cases these new contracts contain an express stipulation for the payment to the Indian of at least a certain assured price for the timber taken, leaving also a further margin of possible gain to the Indian of whatever may be secured beyond that, if anything, under the old form of contract.

Bonds have been given by the contractor in every case, also, as required, to secure the payment of the price stipulated absolutely to be paid. The price in every instance has been agreed upon between the Indian owner and the logger, and the agent, who is familiar with the business and the country, appears to have approved the price in every instance as reasonable and fair and to have stated reasons upon which his judgment is based. These contracts were all made with the design of being executed during the present winter, and, accordingly, it appears that the contractors made preparations, as they were bound to do, immediately after the execution of the contracts for the necessary work to fulfill them. The nature of the business is such that large outlays must necessarily be made by the contractors to accomplish the work. Logging camps have to be established in the woods, not unfrequently at considerable distances from the source of supplies; a considerable equipment of teams, tools, and material to be provided; logging roads in many cases to be cut; and a large number of men, many of them experts in the business, to be employed.

It is obvious that prudence requires the loggers to begin their work as early as possible, generally before the winter sets in; and that whenever they are delayed additional expense is caused. Whatever increases the expense of the fulfillment of these contracts diminishes the chance that the Indian may realize gains in addition to the stumpage value of the timber, which, under the new contracts, has been sought to be secured to him absolutely without risk. The consequence of delay under these contracts is one which therefore falls in part upon the Indian owner, and if such expense be much increased may be very heavily visited upon the logger under the new contracts which stipulate an absolute price for the stumpage to be paid to the Indians. It was with a view to this condition that the following quoted clause was inserted in the letter of instructions of the Department to you on the 22d of October, viz:

"Immediate consideration should be given to all cases of contracts existing, and approval of those which should be approved should be made at the earliest possible date, and instructions given to the agent in regard to the execution of the contracts, or the execution of so much as remains to be done for their full performance. The

lateness of the season requires this to be done with the greatest expedition in order to prevent injury to the Indians."

This clause was introduced in view of the direction that the agent should be instructed to permit no cutting of timber to be done until you had considered and approved the contracts. It appears to have been the usage of the Indian Office during many years to impliedly, at least, allow the contractors to proceed after the contracts were made with the Indian owners and approved by the agent, without waiting for the approval by your Office. Necessarily this course had to be pursued by the contractors, unless approval was promptly made by your Office; and this becomes especially true when the contracts were, as in the present case, made late in the fall and even after the beginning of the winter. It appears from your communication that you have so far advised the agent of the approval by you of none of the contracts, although the period within which their execution could possibly be completed has now perhaps half passed away; and it appears further that, in reliance upon the expectation that these contracts which had been modified in accordance with instructions and their performance secured by sufficient bonds would be promptly approved, the contractors have not only perfected their preparations, but began cutting the timber in accordance with them. All this work has been stopped by your orders to the agent, because you have not yet notified him of your approval of the contracts. In his recent report, dated the 22d of January, the agent says:

"The contractors, with large and expensive outfits on their hands, have been compelled to wait over two months in suspense, their expenses eating up their profits and impairing their credit. I notified all of them what the instructions of the Department were in regard to cutting before contracts were approved, and more than that I could not do. Loggers can not commence to log the 1st of February and make any money, and relying upon the instructions of the Indian Office that Indians who owned timber could sell it, and knowing that they were cutting in good faith and were ready and willing to pay all the timber was worth, I presume they went on to prepare their roads and get the logs skidded ready for hauling when the snow would come. Very little hauling had been done, and most of the timber cut is still in the woods. The winter is an open one, and the order to stop hauling the logs already cut and skidded means ruin not only to the contractors, but also to many merchants and mill-owners in towns adjoining the reservation. Now is the most valuable time, for the snow is very light and likely to go at any time, and when once gone it will not come again. The logs left in the woods will become food for the worms and flames."

Generally speaking, these statements are probably well supported by the facts. Unless the operations contracted for under your orders can be conducted to completion during the present winter, not only will the Indians suffer much loss in being deprived of the gains they might otherwise make, but doubtless the distress of the contractors and parties involved will be serious. Under these circumstances, it seems to me that the proper course to pursue is to give immediate attention to the question of approval of these contracts. The explanations furnished by the agent, so far as I have been able to examine them, appear to be reasonable, and, if the statements made are true, the prices to be fair. I see nothing disclosed to awaken any suspicion in regard to the sufficiency of the price. There is great difference in the value of different bodies of timber, and the price is also necessarily much affected by the location of the timber, the distance from the streams upon which the logs may be driven in spring, and other circumstances affecting the cost of cutting and driving logs to market.

If, however, you entertain in any case a doubt as to the sufficiency of the price, upon which point alone I suppose the approval to be in suspense, since in all formal particulars the contracts appear to be in accordance with your instructions and to be sufficiently secured, I suggest that you send a competent special agent, at the earliest possible date, to the reservations, and direct him to make the necessary inquiries and report which will furnish such information as will satisfy you upon this point, and also upon any others in regard to which you may desire further information. If you have no special agent who is sufficiently acquainted with the subject, I will detail an inspector for the purpose. On this point I will thank you for immediate advice, so that no delay shall ensue.

Meantime, in view of the facts that the Indian owner, the party chiefly interested in a good price, has agreed upon the price mentioned in these contracts, respectively; that these Indians are generally well informed in respect to matters of this kind and watchful to secure good terms in their dealings, and that the agent has reported the prices named to be fair, and also in view of the facts that the winter is already so far spent, of the great outlays which have been made by the contractors, and of the serious consequences which must ensue from the interruption of the contracts, and of the loss which every day's interruption at this time causes, I think that the operations which have been begun in fulfillment of these contracts upon approved allotments, which belong to the Indian owner absolutely, should be permitted to be at once resumed, subject to your approval of the contracts hereafter, with such modification

of the price, if any modification be found necessary, as may be demanded in your judgment. This course will relieve the present difficulty, will leave the title and possession of the logs still in the Indian and subject to the control of the office and agent, and appears to expose the Indian owner to no risk of injury, and to leave his rights still fully under the guardianship of your office.

Such an authorization must be limited to the fulfillment of the contracts mentioned in the instructions of the Department to you under date of the 22d of October and the 3d of December upon this subject, being such contracts only as have been made in accordance with the forms and instructions furnished by you and for timber only upon approved allotments.

If any cutting has been made upon any other lands or by any persons upon any lands not authorized by such contracts, the orders to stop it must be rigorously enforced. If, however, logs in any considerable quantity have been cut under such circumstances it would appear to be wise to allow them to be hauled to the banks for driving in the spring, being carefully and properly marked so as to determine and preserve their identity, if the persons who have cut them are willing to undergo the risk of the expense. This course is necessary to preserve them from loss for the Government if they prove to belong to the Government and no justification can be given to your office for the supposed trespass.

Your letter indicates no such cutting upon any reservation except the Fond du Lac Reservation. Upon this, a communication from you to Agent Gregory, under date of the 17th of December, indicates that at least nine contracts, with a contractor named Patrick Hines, are upon approved allotments, while other allotments have been approved which it seems another logger by the name of Gowan is reported to have some contracts upon. There appears reason to suppose that these persons have been cutting upon lands not contracted for or not allotted so as to be within the terms of the instructions. The extent to which this has been done does not appear, and inasmuch as the agent reports all cutting stopped upon this reservation, it seems best to wait report upon the facts before directing any special action in regard to that reservation.

It needs not to be said that proceedings to protect the interests of the United States and to punish violations of the laws should be taken by the Department of Justice, when occasion requires. But before this Department requests the action of the Department of Justice, it is usual and necessary to procure such information as will enable the Department of Justice to proceed intelligently. It is this Department which is provided with special agents and inspectors for the purpose of ascertaining the facts requisite to authorize the institution of proceedings, and when such facts can be ascertained and the names of witnesses secured, proper action will be taken. For this purpose the special agent or inspector who may be sent, under the previous suggestions in this communication, should be instructed to make the necessary inquiries.

A nomination is pending before the Senate of a person to be agent at the La Pointe Agency who is believed to be amply qualified for the duties of the office, and who is acquainted with the country and the business. I know of no special agent in the service who has any such qualifications as the present agent possesses; and, notwithstanding that agent's earnest request to be relieved, several times repeated, I doubt if the interests of the service and the Indian would be promoted by placing any special agent of your office in charge of that agency at this time. It may be hoped that the nomination pending will soon be confirmed, and that any inconvenience resulting from present conditions will be relieved thereby. The various reservations under the government of the La Pointe Agency are scattered, and each at considerable distance from the agency. Several of them are of large extent and substantially covered with forests. The Bad River and Red Cliff Reservations lie nearest to the agency, the first being some 8 or 10 miles distant, the second 20, by water. The Lac du Flambeau Reservation is about 50 miles distant; the Lac d'Oreilles about 40, and the Fond du Lac Reservation about 75.

The immediate care of the large reservations is in the hands of the farmers, and their respective situations render it difficult for the agent to give personal attention to the details of this business upon the ground. Necessarily he must rely upon the aid of the farmers. He appears to have communicated the instructions of the Office to the contractors and the farmers, and to have given effort and attention to secure action in accordance with those instructions. Action in respect to this matter will be deferred for a short time to await the disposition by the Senate of the nomination pending before it, which it is hoped will soon relieve the difficulty.

If there be any further matters requiring advice or instruction from this office, your submission of them will receive prompt attention.

The contracts and correspondence submitted to me are herewith returned.

Respectfully, yours,

WM. F. VILAS,
Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, July 31, 1888.

SIR: From the consideration which I have given the matter of sale of pine timber from the lands of Indians, I am satisfied that the regulations under which this important business has been conducted are not such as to secure to the Indians the full value of the timber cut and sold from their lands.

For the purpose of adopting proper regulations and making seasonable arrangements for the cutting of pine timber on Indian allotments, you are hereby directed to call upon the agent for the La Pointe Agency, Wis., to ascertain and report to your Office in time for the information to reach you not later than August 25 next, the names of the Indians to whom lands have been allotted, and who are in possession of their patents therefor, who desire to dispose of the pine timber, or a portion thereof, from their patented tracts, the character, condition, and probable quantity of the timber upon each of such tracts, and whether it is desirable and for the best interest of the respective Indian patentees that they should be allowed to dispose of their pine timber, and also whether as to any of said patented tracts the contracts made for cutting the timber therefrom last winter have not been completed, and if so, which of them, and whether it is desirable and proper that the completion of said contracts or arrangements, or any of them, during the coming winter should be permitted.

The agent should exercise care to prevent the Indian patentees from disposing of all the timber from their allotments. Enough should be reserved for domestic and farm purposes.

No timber will be permitted to be cut and disposed of under any circumstances from any lands except the tracts which have been allotted to Indians in severalty, and for which the respective allottees have received their patents.

Immediately upon the receipt of the information thus called for, it should be submitted to the Department for further instructions in regard thereto.

Very respectfully,

WM. F. VILAS,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
Washington, October 22, 1888.

SIR: Referring to your letter of the 20th instant, accompanied by report of J. T. Gregory, Indian agent at the La Pointe Agency, and various sheets making tabular statement of contracts said to have been made during the year 1887 between various contractors and Indians on the Lac Court d'Oreilles, Lac du Flambeau, and Bad River Reserves, in Wisconsin, and the Fond du Lac Reservation, in Minnesota, all under his agency, I have to direct, at the present time, as follows:

(1) The agent should be immediately instructed to send to your office all contracts in his office, or within his control, which have heretofore been made between the Indians and any contractor, and he should be instructed to permit no cutting of timber to be done on tracts of land embraced in such contracts until you shall have considered and approved them.

(2) You should instruct the agent to furnish you with a correct description and all other necessary particulars of the lands reported as having been contracted, and which upon this tabular exhibit lack description or other features of identification.

(3) Advise the agent by letter of the several descriptions of land for cutting timber upon which contracts are reported as having been made which have not yet been allotted, or where allotments, if made, have not been approved, and instruct the agent to prevent all cutting of timber thereon until the allotments shall have been finally approved.

(4) At the same time direct the agent to give full particulars of what has been done by contractors in each case of reported contracts upon lands which have not yet been allotted, or where the allotments have not been approved, and in such full detail as to enable the office to have a complete view of all the facts and circumstances.

(5) These sheets show that many allotments have been approved by the President which have not yet been patented, although a considerable time has passed, in many instances, since the allotments received the approval of the President. Unless there be some reason not shown by your communication and report, the patents should be immediately issued in accordance with the information and approval.

(6) Immediate consideration should be given to all cases of contracts existing, and approval of those which should be approved should be made at the earliest possible date, and instructions given to the agent in regard to the execution of the contracts,

or the execution of so much as remains to be done for their full performance. The lateness of the season requires this to be done with the greatest expedition in order to prevent injury to the Indians.

The lists are herewith transmitted for your use.

Very respectfully,

The COMMISSIONER OF INDIAN AFFAIRS.

WM. F. VILAS,
Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 1, 1888.

SIR: Referring to your communication, dated October 22, 1888, upon the subject of logging operations on the Chippewa Reservations attached to the La Pointe Agency, Wis., I have the honor to report that under date of October 29, 1888, I instructed Agent Gregory as follows:

"In cases where contractors were prevented from completing their contracts, by reason of office telegram of March 13, 1888, said contractors who so desire may be permitted to cut timber sufficient to complete their contracts, but each contractor must file a statement in due form that he was, by reason of said telegram, prevented from completing his contract, and a further statement of the amount of timber he was authorized to cut by the terms of his contract, and the amount necessary to complete said contract; this permission to be confined exclusively to tracts which have been allotted and the allotment of which has been approved by the President. The statements above required, with your approval indorsed thereon, should be forwarded without delay to this Department for consideration and approval.

I am now in receipt of a communication from Agent Gregory dated November 23, 1888, with which he transmits lists of uncompleted contracts between Joseph Allen, A. M. Sherman, C. H. Henry, and Cosgriff and Gilbert, and certain Indians on the Lac du Flambeau Reservation.

Each of these lists gives the name of the vender, the date of the contract, the description of the tract from which the timber was to be cut, the amount of timber the contractor was authorized to cut (in each case given as "all the pine"), the amount cut (in some cases given as "part" and in the remainder as "none"), the amount to be cut, and the amount advanced to the vender by the contractor.

Each of these lists is sworn to by the contractor, who also swears that he was prevented from completing his contract by reason of the telegram from this office of March 13, 1888.

Each contractor embodies the further statement in his affidavit:

"That the said lands are covered by a growth of pine and hard-wood timber, in which the hard wood generally predominates; that there is sufficient hard-wood timber on the said lands to answer all the demands for farming purposes and for timber for the improvement of such lands; that the same is more adapted and better suited for such use than the pine timber thereon; and the pine timber is more valuable to the Indian for the purpose of selling the same to be manufactured into lumber than for any domestic or farming use for which he can adapt the same; and that if a small portion of the pine timber was left on each such tract it would be in danger of destruction by fire, to which it is extremely susceptible; and it would also become comparatively worthless, because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of breaking roads and putting in a very small amount of timber would be more than the timber would be worth after being put in."

The contractors ask that they be permitted to complete each of their contracts during the present logging season, under the superintendence of the Indian agent, and that under such superintendence they may apply as part payment for the logs so obtained the amount which each Indian seller is respectively owing the contractor for advances heretofore made under such contracts.

To each list is attached the certificate of Agent Gregory, that he approves of the statement and all matters therein contained, and that he is satisfied.

"That full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians, and that where a portion of the timber has been or is cut there is great danger of the destruction of the remainder by fire arising from and fed by tree tops and refuse left on the ground, and it is desirable in all such cases that the balance of the pine timber should be cut and the trees thereby saved in value to the said Indians respectively."

In a few of the cases included in these lists the lands have not been allotted, and in some cases no contracts are on file in this office.

None of the lands covered by the contracts have been patented, but, with the few exceptions above referred to, they have been allotted and allotments approved by the

President, from the date of which approval the title is regarded as vesting, the patent being merely *evidence* of title.

I should not hesitate to permit contractors to complete such unfinished contracts in the accompanying lists as cover allotments approved by the President, but they have requested an important modification of their original contracts, and one which I do not feel authorized to grant without your special direction.

The regulation of the Department upon this subject, embodied in a letter to Hon. Angus Cameron, dated October 9, 1882, is as follows:

"The timber should not be cut to waste, and not more than three-fourths thereof on each tract should be disposed of, leaving one-fourth, as near as may be, *in a compact form*, for the use of the Indians."

All contracts are made for the sale of the merchantable timber upon three-fourths of an allotted tract, the boundaries or which are to be designated by the Indian agent.

In view of the request of the contractors for a material deviation from the regulations of the Department as well as from the terms of their contracts, the matter of allowing the completion of said contracts in the manner proposed is respectfully submitted for your determination and direction.

Very respectfully, your obedient servant,

JNO. H. OBERLY,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, December 3, 1888.

SIR: Replying to your communication under date of the 1st of December upon the subject of logging operations on the Chippewa reservations attaching to the La Pointe Agency, Wis., I have to say that I think the regulation of which you speak, by which the right of the Indian to dispose of his pine is limited to three-fourths of the amount on each tract, should be modified—and you are authorized to so modify it—that he may contract for the cutting, and the contractor may cut all the pine on an 80-acre allotment which is so situated with reference to the natural opportunities or the constructed roads for hauling and banking logs as that it will be most to the advantage of the Indian to have it entirely cut and no part of it left standing. Indeed, in all such cases, the contractor should be required to cut all the merchantable timber, including every tree which will make a log, the smaller end of which shall be 10 inches or more in diameter and of which one-third would be merchantable pine.

The contractor should be in all cases required to cut clean as he proceeds, so that he makes no selection from among the trees to be cut; but if any timber remains uncut it should be in a compact body and so situated as that in the future it may be advantageously logged. The contracts should be required to be in such form as to protect this right of the Indian to have his pine cut in a suitable manner, and if otherwise made, to be amended accordingly.

Where the allotments have been made and approved by the President, and nothing remains but the issuance of the patent, I do not think it necessary to deprive the Indian of the privilege of selling his pine the coming winter. But patents should be, as soon as possible, issued in all such cases.

It is already understood by your instructions to the agent that no contracts are to be made, and none to be completed if hitherto made, for any tracts of land which have not been so allotted and the allotments approved. Particular attention should be given not only to the price, to see that it is sufficient, but to preserve the title of the logs in the Indian owner until the full price is paid. This price should be paid before the log-rolls are broken in the spring, if possible.

If in any case it be necessary to drive to the boom, special permission should be obtained from the agent, and the rights of the Indian owner carefully preserved.

The agent should be instructed to the utmost care and diligence in the preservation of the rights of the Indian owners in all the particulars indicated and in whatever other point may appear necessary as the work progresses.

If any new contracts are made for cutting this winter during the coming season, I think they should be made so as to provide a clean sum to the Indian for the value of his timber standing, and not subject him to the risks of loss in any of the logging or banking operations. The stumpage value of the timber is a thing easily to be ascertained and much more safely to be estimated than the value of it subject to the risks of deduction by the cost of logging and banking. All such contracts should contain provision that the contractor shall employ Indian labor, on equal terms, in preference to others whenever suitable.

Very respectfully,

WM. F. VILAS,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., August 23, 1888.

SIR: I am in receipt of your communication of the 1st instant, and replying thereto I have the honor to state:

First. It would be impossible to ascertain by actual inquiry of the Indians which of them desire to sell their pine in any reasonable time, as they are at this season widely scattered, and not one-fifth part of them are on the reservations, and I could not by August 25 visit them and get their views on the subject. But it is perfectly safe to state that every one of them is desirous of selling their pine.

Second. To report accurately the character, conditions, and probable quantity upon each of the tracts would require an expenditure of a large amount of money in the employment of expert and reliable woodsmen to survey the lands, note the topography, and estimate the timber; and it would take at least a dozen crews thirty days to do the work necessary to this information with accuracy.

But I can state generally as to all these lands: They are all heavily timbered with a mixture of pine (Norway and white), hemlock, birch, maple, oak, elm, poplar, and balsam. It is safe to estimate that on the allotments made and selected there is of pine an average of 200,000 to each 40 acres. Lumbermen look from large bodies of timber for that much of pine on an average, and it is a fair amount to rely upon.

Third. It is impossible for me to give an opinion as to each individual case as to whether it is desirable, and for the best interests of the particular Indian, to allow him or her to sell the pine timber on their respective allotments, as I am unable to see them and inquire into their necessities and conditions.

The business of logging on these reservations has been of great value to the Indians. Nearly all of them, where logging has been carried on, have abandoned hunting and fishing for a living. They have rapidly become accustomed to the customs of whites, and there is scarcely one who does not now look to the same means of supporting himself and family that white people do, and they will never return to their former modes of living. Probably not in the same proportion that the average white citizen would have saved the proceeds from the sales of their pine, but a large number have saved their money and wisely used it for permanent betterments.

Fourth. There are a large number of cases where contracts of last year have not been completed, and I inclose a list of such with the names of the Indians, descriptions of the lands, and the names of the contractors. On all of them the Indians have been paid for the timber actually cut, and on all of them advances have been made. These advances amount in the aggregate to at least \$25,000, and the Indians should be required to make good these contracts. White men would be required by law to live up to their agreements, and no lower standard of right for the Indian's welfare should be applied to him. The contracts were entered into in good faith; the prices are all that the timber is worth under the circumstances, and more in most instances than they can get next winter, because it is evident that the lumber market will soon be depressed greatly, and there is every indication that lumber will be much lower than it was last fall and the beginning of this year. The price of lumber regulates the price of logs. All these contracts should be completed this coming winter.

Fifth. Whenever an Indian is permitted to sell the pine timber on his allotment it should include all sound pine trees on said allotment that will make a log 16 feet long and 10 inches in diameter at the small end.

All the pine left will in all probability be wasted and lost. There will be plenty of other kinds of timber left on the land for domestic and farm purposes.

It is a very rare case that all the timber is pine. I doubt if there is over forty on all the reservations of that character.

Sixth. If logging is not carried on the coming season there will be great suffering amongst the Indians, and the Government will have to feed and clothe a large number of them the coming fall, winter, and spring.

Seventh. The cause of the most serious loss heretofore in these Indian logging operations is the uncertainty as to the operations being allowed, and the delay in giving the authority. The loggers ought to know that the work will go on and where, as early as July, and all contracts should be closed before the 1st of October.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

In addition to the three general points relied upon by the majority, a number of questions have been suggested by the report prepared by the chairman, all of them in a spirit of grievance and complaint.

He speaks of the inequality of allotments as a subject that could be controlled by the agent,

That inequality existed there can be no doubt, from the fact that it would be almost impossible for every 80 acres to contain the same number of feet of timber when cut. The distance from the streams and the inaccessibility to it would also enter into its value, so of course some must be more valuable than others. The rule as stated by the agent in his testimony is, that each Indian is allowed to select his own 80 acres and to allow the first selection to control. Under this rule I understand there has been no dissatisfaction.

Complaint that exorbitant prices were charged for merchandise.

All licensed traders are required to sell under a schedule of prices approved by the Department, and the examinations by the Indian inspectors and special agents have shown that traders have adhered to the schedule prices.

What would seem to be within the boundaries of civilization an exorbitant profit would, under the risks and cost of transportation incurred by these persons, be regarded as a reasonable profit.

The only trouble in reference to this matter was before the suggestion made by Agent Gregory and adopted by the Department, which required all contractors to take out a special trading license. Prior to that those who were not acting under a license were under no obligation to permit the agent to examine into their transactions.

Now all who transact business upon the reservation are required to come under that obligation.

The report of the majority lays great stress upon the inadequacy of the prices received by the Indians for their timber. The evidence in the record is full upon this point, and shows that the value of the Indians' timber has increased yearly and that the prices received by them are fair and reasonable.

The report of the chairman asserts that the prices realized ranged from \$1.50 to \$2, and that, in his judgment, it should be \$3.

The most recent report, that of Mr. Markham, states that the average price received by the Indians is \$2.40, and that he regards the stumpage price paid as fair and reasonable. His report but sustains that of all others who have examined carefully into this subject.

We can not concur in the compliment passed upon Governor Pound, wherein the majority remark that he is entitled to the commendation of the Senate. He was in Washington as a paid attorney of the Indians, and, against the protest of one of the minority, was kept in the pay of the committee as a witness for eighty-two days, receiving therefor the sum of \$246. The value of his assistance to the chairman in the investigation is of course unknown to the minority, but we are at liberty to suggest that the fact of his presence is shown by the mass of testimony which relates to personal and private matters, and which has caused this record to swell to such proportions.

There have been a number of complaints filed, as suggested by the report in the name of the Indians, but they have related mainly to the question of the allotment of lands and to charges against persons not employed by the Government, to questions of the boundaries of their reservations, and to liabilities of the Government growing out of past transactions; but none of them refer to the subjects investigated by this committee, except certain complaints filed on the 1st of March by Indians then in the city.

It is clear that that delegation did not come here for the purpose of laying the complaints that were filed on the 1st of March. The object of that visit is clearly stated in the contract signed by the chiefs, and

by John C. Curran, and which shows that they left home as delegates, for the purpose of securing arrearages that are now due to them.

BAD RIVER RESERVATION,
Adanah, Wis., December 20, 1888.

We, the undersigned, chiefs and members of the Lake Superior band of Chippewa Indians, do hereby promise to pay any sum of money that may be loaned us to pay expenses of sending delegation to Washington to secure the payment of the arrearages that are now due us; and we further promise that when we receive our arrearages we will promptly pay what has been lent us. We, the undersigned, further agree that we will pay the above-mentioned money out any money that may be due us from the United States.

It might have occurred to some parties, after these Indians reached the city, that political capital might be made out of the questions arising in that section of our country, and they may have been induced for that and other reasons to prefer this complaint.

Since writing this report, the minority has received a petition sent to the Commissioner of Indian Affairs, by the chiefs and head men of the Flambeau Reservation, opposing Senate bill 5883, and in fact indorsing the administration of the agent as to the advantage to them in the methods of the sale of timber as it has been heretofore conducted. It is as follows:

PETITION.

To the honorable Commissioner of Indian Affairs, Washington, D. C.:

DEAR SIR: We, the chiefs and head men of the Lac du Flambeau band of Chippewa Indians, have been informed that the Department of the Interior proposes to change the present policy of allotments in severalty to one of selling the balance of said allotments of pine timber to the highest bidder, which we humbly pray the honorable Commissioner will use his influence to avert.

We implore the confirmation of the allotments already made and approved of by the farmer and Indian agent to date.

We pray you to continue the confirmation of allotments for the reason that one half of our band have already received the benefits therefrom to the extent of an average of over \$1,000 each, from which they have built themselves comfortable houses, etc., while the remaining half are yet shivering in tepees, and are largely indebted to their friends who have realized from their claims.

The balance is a literal translation verbatim from the "Speaker" Medueosing.

"Here is how it is if it is as the Indian hears it. He can not his home; also his farm he can not. We wish to move forward the book in—work in and repeating of mind in (or intelligencé). Write to us now of what we tell you."

Head Chief	WA-SA-GO-NE-BI	(his x mark).
Chief	O GE-MA-WE-GI-ZHEK	(his x mark).
Speaker,	MED-WAY-OS-UNG	(his x mark).
	WA-SUN-UN-I-BI	(his x mark).
	WA-BI-KE-KEK	(his x mark).
	BE-BA-MASH-I	(his x mark).
	OZA-WASH-KO-GI-ZHIG	(his x mark).
	A-CHI-GWON	(his x mark).
	BESH-E-GE-ZHEK	(his x mark).

Witnessed by Rev. Francis Spies, for many years missionary at Cass Lake, Winnebigoish, Red Lake, White Earth, Minn., and Odanah, Wis.; also Lac du Flambeau, also having a knowledge of their language equal to themselves in fluency of speech, with a critical knowledge of its grammatical construction. Also having a practical knowledge of farming and a thorough knowledge of Indian character, with the power to harmonize discord among them, with an unbounded influence over them.

In concluding this report we only deem it necessary to call attention to the bills reported by the majority at the last session of Congress. Senate bill 5883, as reported by the committee, is a condemnation of the system adopted by Commissioner Price and Secretary Teller, and if passed would be a legislative admission that the method adopted of disposing of the timber of the Indians had proved a failure. It virtually adopts the suggestion made to the Secretary of the Interior by

Commissioner Price for the sale of all the timber land on the Indian reservations, and which the Secretary declined to approve.

Senate bill 5522, in the first section, adopts practically the regulations as to the right and power of persons to contract, but requires the patent to issue before the timber is sold. The second section authorizes the regulations to permit the patentee to either cut and bank his own timber or to sell it directly to the contractor at a stumpage price, and carries out the present regulations of Commissioner Atkins for the protection of the Indian in the disposition of the money he may receive. This second section can certainly not be considered a condemnation by the majority of the sale of stumpage where the price is reasonable and fair.

Senate bill 5883, if enacted into law, would be of no practical value whatever. Any allottee would express without hesitation a desire and intention to make his home upon the land allotted; he would gladly promise to cultivate it and to use it for grazing purposes, but as it only depends upon the desire and intention the allotment would have to be made where such intentions or desire was expressed by the Indian, and after once obtaining the patent he could either carry out his previous desires and intentions, or not, as to him might seem best.

After the reading of the report of the majority, and the preparation of the views of the minority, the majority determined to modify and eliminate certain expressions embodied in the report as first read and adopted. This has occurred at so late a period that the minority has found it impossible to entirely revise their report with a view to eliminate all reply to those portions of the majority report which have been qualified and modified. If, therefore, there should be found expressions of statements of fact in our report which apparently are not justified or called forth by the statements or language of the majority report, it should be understood that this is the explanation of such fact.

CHAS. J. FAULKNER.
JO C. S. BLACKBURN.

CHIPPEWA ALLOTMENTS OF LANDS AND TIMBER CONTRACTS.

REPORT OF THE PROCEEDINGS OF THE SELECT COMMITTEE ON INDIAN TRADERS OF THE UNITED STATES SENATE, UNDER AUTHORITY OF A RESOLUTION PASSED MARCH 5, 1888, DIRECTING AN INQUIRY TO BE MADE INTO THE METHOD OF ALLOTTING LANDS IN SEVERALTY TO INDIANS UPON THE COURT D'OREILLE, LAC DE FLAMBEAU, BAD RIVER, FOND DU LAC, AND OTHER INDIAN RESERVATIONS, AND INTO THE SYSTEM UNDER WHICH SUCH INDIANS ARE ALLOWED TO SELL TIMBER THEREON, AND THE PRICES RECEIVED FOR THE SAME.

WASHINGTON, D. C.,
Thursday, March 8, 1888.

The select committee was called to order by the chairman, Senator Chandler, at 10 o'clock a. m.

Present: Messrs. Chandler, Platt, and Blackburn.

The CHAIRMAN. I will read the resolution adopted by the Senate under which the committee is instructed to investigate the matters now before it.

IN THE SENATE OF THE UNITED STATES,
March 5, 1888.

Resolved, That the Select Committee on Indian Traders be directed to inquire into the method of allotting lands in severalty to Indians upon the Court d'Oreille, Lac de Flambeau, Bad River, Fond du Lac, and other Indian reservations in the northern portions of Wisconsin and Minnesota, and into the system under which Indians to whom lands have been allotted are allowed to sell the timber thereon; and especially to inquire whether or not adequate prices are secured to the Indians under such sales; and that for the purposes of this resolution the committee be authorized to exercise all the powers heretofore conferred upon the committee by the Senate.

Attest:

ANSON G. MCCOOK,
Secretary,
By CHAS. W. JOHNSON,
Chief Clerk.

The CHAIRMAN. I will also put into the record the following letter, dated March 5, 1888, addressed to the Commissioner of Indian Affairs:

COMMITTEE ON INDIAN TRADERS, UNITED STATES SENATE,
Washington, D. C., March 5, 1888.

SIR: The following resolution was this day passed by the Senate:

[Resolution was inserted here.]

The committee desire you to attend their meeting to be held in the room of the Committee on Territories on Thursday, March 8, at 10 a. m., and to state to the committee all the information within your knowledge bearing upon the subject to be investigated. You are requested to bring copies of such papers as may be necessary to show fully all pertinent facts; and also particularly to ascertain and state to the committee whether there are now in force any contracts of Indians for the sale of timber, and

whether any timber has been cut during the present winter or is now being cut on any of the reservations mentioned in the resolution, and if so to give the particulars of such contracts and of such cutting of timber.

Yours, very truly,

WM. E. CHANDLER,
Chairman.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs.

The CHAIRMAN. I will call Commissioner Atkins as a witness.

TESTIMONY OF J. D. C. ATKINS.

Hon. J. D. C. ATKINS, Commissioner of Indian Affairs, was then duly sworn by the chairman.

By the CHAIRMAN:

Q. Did you receive my letter of March 5, 1888, which has just been read?—A. Yes, sir; and I am here in response to it.

Q. The committee would like to begin at the nearest point of inquiry—that is, the last interrogatory of the letter, whether there are any existing contracts for cutting timber and whether any timber is being cut this winter on any of the reservations in question?—A. Yes, sir; there are some contracts that have been received recently, certainly only a few days ago, that have not yet been examined or approved. What they are I do not know.

Q. You have a list of those contracts?—A. Yes, sir; I have.

Q. Will you furnish that to the committee?—A. Yes, I will.

Q. Please describe the paper so that it may be identified.—A. It is designated by the following heading: "Timber contracts of the Valley Lumber Company with the Lac Court d'Oreilles band of Chippewa Indians, submitted February 25, 1888," containing the number, the name of the Indian, the date, quantity, and price per thousand. I can read it to you if you desire.

The CHAIRMAN. You may omit reading it, but state about how many there are.

The WITNESS. There are 55 Indians whose names are given here and the aggregate quantity of lumber put down is 5,575,000 feet. I have also here a paper headed, "Timber contracts of Dobie & Stratton with the Lac Court d'Oreilles band of Chippewa Indians, submitted February 28, 1888," containing the number, name of Indian, date, number of thousand feet, and price per thousand.

Q. How many are there on that list?—A. There are the names of 103 Indians. These papers have recently come into the office. It is proper to state that in regard to the contract of the Valley Lumber Company the prices range from \$4.75 per thousand to \$6.50 per thousand and in the contract of Dobie & Stratton the prices range from \$5.50 to \$7.75, the very highest that it has ever been sold for since I have been commissioner.

By Senator BLACKBURN:

Q. You are speaking now, Mr. Commissioner, of timber contracts that have been submitted but have not yet been acted upon by your office?—A. Yes, sir.

By the CHAIRMAN:

Q. You are speaking of these contracts which you submit?—A. Yes, sir; of the contracts of 1887-'88, brought in on the 25th and 28th of

February last, those of the Valley Lumber Company being submitted February 25 and the contracts of Dobie & Stratton February 28, 1888.

The list of contracts referred to by the witness and laid before the committee is as follows:

Timber contracts of The Valley Lumber Company with the Lac Court Oreilles band of Chippewa Indians.

[Submitted February 25, 1888.]

No.	Name of Indian.	Date.	Quantity.	Price per thousand.
			<i>M feet.</i>	
1	Gwi-a-ko-gi-jig	Nov. 11	100	\$5.00
2	Shang-wish	Oct. 18	100	5.50
3	David Bellisle	Oct. 20	100	6.00
4	Delia Nesville	Nov. 1	50	5.25
5	Mary Bray	Oct. 24	100	5.50
6	Bah-quah-o-mo	Dec. 5	100	4.75
7	Maggie Clauthier	Nov. 26	100	6.50
8	Jua-sa-mi, jr	Nov. 15	50	5.75
9	We-we-ji-ga-bow	Nov. 12	100	5.25
10	War-ba-nuner-go-kwe	Oct. 18	100	5.75
11	Wa-bish-ke-gwar	Nov. 1	50	5.00
12	Esther Denashe	Dec. 20	100	6.00
13	Ni-ba-ni-ga-bow-e-kwe	Nov. 23	200	6.00
14	Charlotte Gauthier	Oct. 25	100	6.50
15	Asha-wa-ka-mi-go-kwe	Oct. 18	100	5.50
16	Alexander Gauthier	Oct. 20	100	5.50
17	David Corbine	Oct. 20	100	6.00
18	Alexis Slater	Oct. 31	100	5.50
19	Bi-zhi-kens	Nov. 10	100	5.75
20	Besh-kwe-nin-di-mole	Oct. 24	100	6.00
21	Sa-wa-did	Sept. 27	100	5.85
22	Charlotte Oshoge	Oct. 24	50	6.25
23	Wa-jashk, sr	Nov. 15	50	5.00
24	Ke-gan-i-gan-is	Oct. 24	100	6.00
25	Mi-no-gi-shi-go-kwe	Sept. 15	100	6.00
26	Joseph Dugal	Oct. 27	100	6.00
27	Sam Essibon	Sept. 22	50	5.00
28	Kit-chi-min-di-moien	Oct. 20	100	5.25
29	Ne-sho-te	Oct. 18	50	6.00
30	Om-baw-na-kwad-o-kway	Oct. 27	100	6.00
31	Shi-shi-bi-di-ni-gan	Nov. 7	50	6.00
32	Na-kins	Oct. 24	50	6.00
33	Be-mo-si-gi-jik, jr	Nov. 15	50	5.00
34	Ge-kek, jr	Nov. 26	50	5.00
35	Wa-ban-an-an-go-kwe	Nov. 4	75	5.00
36	Omo-daims	Oct. 24	50	6.75
37	Min-an-a-kwad	Nov. 10	100	6.00
38	Go-gi-jig-saug	Oct. 18	50	5.50
39	I-kwe-sens-manens	Oct. 14	100	5.50
40	Bi-jig-go-bi-nens	Nov. 7	50	5.00
41	Andeg, sr	Jan. 9	100	5.00
42	Alex Sand	Sept. 28	200	5.75
43	Augustine Corbine	Nov. 26	50	5.25
44	Antoine Denes-jees	Oct. 21	200	6.00
45	Git-chi-i-kwe, sr	Nov. 3	100	5.00
46	Omash-kaw	Nov. 23	200	5.75
47	Bi-tow-i-com-i-go-kwe	Nov. 23	100	5.55
48	Opwa-gen Kwesens	Oct. 18	100	5.00
49	Um-bwa-gi-jig	Oct. 27	50	5.50
50	Ge-bit-we-we	Nov. 11	100	5.00
51	Jane Butcher	Nov. 23	400	6.00
52	Min-de-moie	Sept. 20	200	6.00
53	Wa-biz-ha-she	Nov. 10	100	4.75
54	Maggie Gould	Oct. 20	200	6.50
55	Ne-ta-ni-ga-bow	Oct. 18	100	5.50

Timber contracts of Dobie & Stratton with the Lac Court Oreilles band of Chippewa Indians.

[Submitted February 28, 1888.]

No.	Name of Indian.	Date.	Quantity.	Price per thousand.
			<i>M. feet.</i>	
1	Baptiste, 1st	Sept. 28	100	\$6.50
2	Gust Thomas	Nov. 11	100	7.00
3	Louis Gauthier	Feb. 14	100	6.00
4	Nay-wa-je-ge-zhi-go-kway	Sept. 28	100	6.50
5	Be-dan-a-quot-o-kwe	Feb. 15	100	6.50
6	Chas. Pi-gis-gwi-wi-sens	Feb. 15	100	6.00
7	Joe Martin	Feb. 15	100	6.00
8	Frank Murray	Feb. 14	100	7.50
9	Gi-si-osh	Feb. 15	100	7.00
10	Main-gan	Oct. 17	100	6.25
11	Kichi-i-kwe-Pe-ma-si-ge-jig	Feb. 14	100	6.00
12	John Allen	Feb. 13	100	7.00
13	I-kwe-wish White	Feb. 13	100	6.25
14	Sophia Lumbar	Feb. 14	100	7.25
15	Julius Carafelt	Oct. 7	500	7.00
16	Wa-zhusk-mitto-go-mish	Feb. 15	100	6.25
17	Shin-a-we-ge-jig	Sept. 30	100	6.25
18	Margaret Demarah	Feb. 14	100	6.50
19	Chase Gordon	Feb. 14	100	7.00
20	Om-bi-bi-ness	Nov. 28	100	6.50
21	Mary Blanchard	Feb. 13	100	7.00
22	Hattie Lumbar	Feb. 14	100	6.50
23	Charles Ford	Oct. 7	100	6.50
24	John Lafave	Feb. 14	100	7.25
25	O-bi-mi-gi-ji-go-kwe-Oma-gen	Feb. 13	100	6.50
26	Myra Sophia Blanchard	Feb. 13	100	7.25
27	Angeline Setter	Oct. 17	100	7.75
28	Ge-be-o-sa-kwe	Sept. 27	100	7.00
29	John Blanchard	Feb. 13	100	7.25
30	Mary Means	Feb. 14	100	6.00
31	Ma-na-des Warren	Feb. 13	100	6.75
32	John Farr	Feb. 14	100	6.75
33	Paul Revi	Feb. 14	100	6.50
34	Hattie Johnson	Feb. 14	100	7.00
35	Sa-sid-ji-wan	Sept. 28	150	7.00
36	Mary Ann Ring	Feb. 14	100	6.75
37	Man-da-min	Feb. 14	100	6.00
38	Wm. Boyd	Feb. 14	100	7.25
39	Wa-wi-ens	Sept. 29	100	7.00
40	Augusta A-ji-damons	Sept. 28	200	6.00
41	Me-ash-twe-i-kwe	Feb. 14	100	6.75
42	Jin-gwas-i-no-kwe	Feb. 14	300	6.50
43	Ena-we-ga-bow	Feb. 13	100	6.00
44	John Singog	Oct. 4	100	6.75
45	George Corbine	Feb. 14	100	6.50
46	Matilda Lagoo	Feb. 14	100	6.75
47	Frank Homes	Feb. 14	200	6.50
48	She-ne-ge-gig	Sept. 28	100	6.50
49	Mary Trepannier	Feb. 15	100	7.50
50	John Mishler	Feb. 13	100	6.75
51	Be-na-sha	Feb. 13	200	6.50
52	Na-ni-ni-gi-gig	Oct. 1	100	6.25
53	John King	Sept. 29	100	6.50
54	Gi-ji-go-kwe	Oct. 13	300	7.25
55	Esther Bellisle	Sept. 29	100	6.00
56	Louis Mishler	Feb. 15	100	7.25
57	Charley Bo-kwa-a-mo	Feb. 13	100	6.00
58	William Dingley	Feb. 15	100	6.00
59	Ena-wi-ga-bow	Sept. 28	100	6.50
60	Augustine Ke-be-as-sang	Sept. 28	200	6.50
61	Maw-na-mog	Sept. 28	300	6.50
62	Bi-shi-kins	Sept. 28	100	6.50
63	Edward Gordon	Feb. 14	200	6.50
64	Ba-quan-ches	Feb. 14	100	5.75
65	Emma Roberge	Sept. 26	100	5.50
66	Og-mia-gi-ji-go-kwe	Sept. 28	100	6.25
67	Jim-ji-ni-ni	Feb. 13	500	6.00
68	George Tro-tro-chard	Sept. 30	100	6.00
69	Charley Onagen	Feb. 14	100	5.75
70	Chi-cog, 2nd	Sept. 30	100	5.50
71	Paul Sawyer	Oct. 28	100	6.00
72	Mo-kit-chi-wa-no-kwe	Sept. 29	100	5.50
73	Qua-ka-be-kwe	Oct. 12	100	5.75
74	Jim Gwi-wi-sens	Oct. 7	100	6.00
75	Min-da-mole	Sept. 28	100	6.50
76	Bi-na-sha	Oct. 14	100	7.00

Timber contracts of Dobie & Stratton with the Lac Court Oreilles band of Chippewa Indians—Continued.

No.	Name of Indian.	Date.	Quantity.	Price per thousand.
			<i>M. feet.</i>	
77	O-den-a-wi-ness	Nov. 18	100	\$7.00
78	Ti-bis-co-gi-jig	Sept. 29	100	6.25
79	Taylor Garden	Feb. 13	100	6.75
80	An-gi-ga-bow-i-gwe	Sept. 27	200	6.50
81	Be-ba-mi-sine	Sept. 28	100	6.50
82	Henry Lumbar	Feb. 14	100	7.00
83	Ma-gi-ji-go-kwe	Sept. 28	100	6.50
84	Mary Squires	Feb. 13	300	6.25
85	Bug-we-ma-gi-ji-go-kwe	Feb. 15	100	6.50
86	O-ka-bi-ka-mi-go-kwe	Sept. 28	150	6.50
87	James E. Squires	Oct. 10	100	6.75
88	Ma-ma-jik	Oct. 1	100	6.00
89	Gi-bi-twence	Oct. 5	200	6.00
90	John A. ka-wen-zie	Oct. 22	100	6.50
91	Ke-We-ash-i-kwo Martin	Sept. 28	100	6.00
92	Gi-ba-wi-kwe	Feb. 15	100	6.50
93	New-ji-na-kwa Ke-wi-ti-nokwe	Feb. 14	100	6.00
94	Oge-ma-gi-ji-go-kwe Martin	Sept. 28	100	6.00
95	Alex. La Rock	Feb. 14	100	6.25
96	Baptiste St. Martin	Feb. 13	100	6.00
97	Antoine Ge-wag-i-zhig	Oct. 3	100	6.00
98	Ching-wa-way	Nov. 5	100	6.50
99	Gwa-ko-ge-jig	Feb. 13	100	6.75
100	Martha Ke-wens	Feb. 14	100	6.00
101	Naw-zhi-naw-kway	Oct. 10	100	6.00
102	Ge-way-ge-zhig	Nov. 23	100	5.50
103	Wa-gashk, jr	Dec. 1	100	6.00

By the CHAIRMAN:

Q. I will ask you whether the list you have furnished covers all the contracts that you have received from any of the agencies mentioned in the resolution of the Senate?—A. Yes, sir; it does. My understanding is that those are all the contracts which have been sent in.

Q. What other agencies are there, except those specifically named in the resolution, where there have been allotments and timber contracts?—A. There is the La Pointe Agency, the agency at which Mr. Jennings is agent, and also the agency at which Mr. Gregory is agent. Mr. Gregory is the agent for the Court d'Oreille, Bad River, and Fond du Lac Reservations, and then there are other reservations there.

Q. Is there a reservation called the Saint Louis Reservation, on the Cloquet River, in Minnesota?—A. Not that I recollect. There are three agencies up there. Mr. Stevens is at Sault Ste. Marie. Mr. Gregory is at La Pointe, and I forget the post-office address of Mr. Jennings. I have not the register of it here.

Q. Have you any memorandum with you describing these various agencies?—A. No, sir; I have not. They are in the register of the Indian Office.

The CHAIRMAN. I have to request that you will kindly prepare a memorandum—not now, but for the next meeting of the committee—showing the correct name and location of all the agencies mentioned in the resolution, as you understand it, and also if there is a small map showing the location we would like it.

The WITNESS. I will do so.

Q. Is the Agent Gregory you refer to Mr. James T. Gregory?—A. Yes, sir. He is at Ashland, La Pointe Agency. Mr. Jennings, I think, is at Red Lake, and Mr. Stevens is at Isabella, Sault Ste. Marie.

Q. I understand you to say these are all the contracts in that region covering the years 1887-'88 that you are aware of?—A. Yes; all that

have come in that I am aware of; and they have not been examined, for the reason that we have not had time yet to do so.

Q. I desire to ask you whether you have any reason to suppose that any timber is now being cut under these contracts?—A. I think there is; I think they are cutting timber.

Q. Under these very contracts?—A. Yes, I think so. They usually do cut the timber and send the contracts in in just that way.

Q. After the cutting of the timber has been commenced?—A. Yes, sir.

Q. Is it not a rule of the office that no contract shall take effect until after it is approved by the Commissioner of Indian Affairs?—A. The contract is made by the Indian agent; they begin and cut the timber; and the contract is sent down to the Commissioner and he approves it, but not necessarily before they begin to cut the timber. That has been the practice in the Indian Office always.

Q. Is this one of the blank contracts which are authorized to be used in such a case [handing a blank form of contract to the witness]?—A. Yes, sir; I have a copy of one here.

The CHAIRMAN. The one I show you is made for the La Pointe Indian Agency, Wis. I will put this into the record.

The following is the contract referred to and a copy of the bond required in connection therewith:

This agreement, made and entered into at the La Pointe Indian Agency, Wisconsin, this _____ day of _____, 188—, between _____, of _____, party of the first part, and _____ of _____, party of the second part, witnesseth: That the said party of the first part, having received from the United States a patent, subject to certain reserved rights vested in the President of the United States, to the _____ situated upon the _____ reservation, in the State of Wisconsin, agrees to cut, in a good and merchantable manner, into logs of the length of _____ feet, from the merchantable pine timber upon three-quarters of the said tract, the boundaries of which shall be designated by the United States Indian agent in charge of the above-named agency, and be incorporated into and become a part of this contract, and that none of the logs shall measure less than _____ inches at the small end, and to deliver _____ thousand feet, more or less, of said logs upon the bank of _____, to the party of the second part, for the sum of _____ per thousand feet, board measure, as scaled upon the bank by a competent scaler, who shall be approved by the United States Indian agent above mentioned.

In consideration of the above agreement and sale, the party of the second part agrees to pay to the said _____, so fast as the logs are delivered upon the bank, in lots of _____ thousand feet, _____ of the purchase money; that is to say, when _____ thousand feet are delivered, the sum of _____ shall be paid thereon, and for each subsequent _____ thousand feet so delivered an equal amount shall be paid, and the remainder of the purchase money shall be paid _____ when the logs shall be considered delivered to the party of the second part, and this contract shall terminate. The expense of scaling the logs upon the bank shall be equally divided between the parties of the first and second part to this agreement.

This contract shall be valid and binding only after having the approval indorsed thereupon of the United States Indian agent in charge of the above-named reservation and the honorable Commissioner of Indian Affairs, and shall not be assigned or sublet under penalty of annulment thereof.

Witness the hands and seals of said parties the day and year first above written.

_____, [SEAL.]
_____, [SEAL.]

In presence of—

UNITED STATES INDIAN SERVICE,
La Pointe Agency, _____, 188—.

I certify that prior to signature the foregoing agreement was read and carefully explained by me to the above-named _____, who appeared to fully comprehend, and voluntarily executed the same in my presence.

_____,
Official Interpreter.

CHIPPEWA TIMBER CONTRACTS.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
_____, _____, 188-.

LA POINTE AGENCY, Wis.,
_____, _____, 188-.

APPROVED:

_____,
Commissioner.

WITH

Recorded "La Pointe Timber Contract
Records," land div., Indian Office, vol.
_____, p. ____.

CONTRACT

for sale and delivery of pine timber on
_____.

LA POINTE AGENCY, Wis.,
_____, _____, 188-.

The within contract is hereby approved
and respectfully transmitted for the action
of the Commissioner of Indian Affairs.

_____,
U. S. Indian Agent.

BOND.

Know all men by these presents that we, _____ of _____, and _____
of _____, and _____ of _____, are held and firmly bound unto the United States
of America in the sum of _____ dollars, lawful money of the United States, to be paid
to the United States for the use and benefit of _____, an Indian of the _____
band of Chippewas of Lake Superior, residing on the _____ Reservation, in the
State of Wisconsin, for which payment to be well and truly made, we bind ourselves,
our and each of our heirs, executors, and administrators, jointly and severally firmly
by these presents.

Sealed with our seals, dated this _____ day of _____, A. D. 188-.

The condition of the above obligation is such that, Whereas, by agreement bearing
date the _____ day of _____, 188-, _____, an Indian, holding patent for the
_____ on the _____ Reservation, in the State of Wisconsin, hath contracted and agreed
with the said _____ for the sale and delivers to _____ of _____ thousand feet, more
or less, of pine logs cut from said tract, at the price and in the manner and upon the
terms and conditions in said agreement mentioned.

Now if the above bounden _____ heirs, executors, administrators, or assigns,
or any of them, shall in all things stand to and abide by, and well and truly keep and
perform the covenants, conditions, and agreements in said recited agreement con-
tained, on his or their part to be kept and performed, at the time and in the manner and
form therein specified, then the above obligation shall be void; otherwise to remain
in full force and virtue.

_____. [SEAL.]
_____. [SEAL.]
_____. [SEAL.]
_____. [SEAL.]

Signed, sealed, and delivered in the presence of—

_____.

UNITED STATES OF AMERICA,
State of Wisconsin, _____ County, ss :

Before me, a _____ duly appointed and qualified, personally appeared _____
and _____, to me severally personally known, who, being by me severally sworn, doth depose and say, each for himself, that he is worth the full sum of _____ dollars over and above all just debts and liabilities, and incumbrances.

Subscribed and sworn to before me this _____ day of _____, 188-.
Witness my hand and official seal.

[Indorsement.]

LA POINTE INDIAN AGENCY, Wis.,
_____, 188-.

LA POINTE INDIAN AGENCY, Wis.,
_____, 188-.

TO
THE UNITED STATES FOR USE OF

The within written bond is hereby approved and respectfully transmitted for the action of the Commissioner of Indian Affairs.

(Indian.)

U. S. Indian Agent.

BOND

To accompany agreement for sale and delivery of pine timber from _____

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
_____, 188-.

Approved :

Reservation, Wis.

Commissioner.

By the CHAIRMAN :

Q. The last clause of this contract reads: "This contract shall be valid and binding only after having the approval indorsed thereupon of the United States Indian Agent in charge of the above-named reservation and the honorable Commissioner of Indian Affairs."—A. Those contracts are made by the Indian agent under the instruction of the Commissioner of Indian Affairs. He has always obeyed the instructions of the Commissioner of Indian Affairs, and this system has been in vogue, as I understand, always, in the terms of this contract.

Q. Please define what you mean by the word "always;" how long a period.—A. I mean ever since the cutting of timber began, back to 1882.

Q. Then by "always" you mean "back to 1882?"—A. Yes, sir; there was never any cut before that.

Q. That is the time when the cutting began on this Chippewa Reservation?—A. Yes, sir; that is my understanding of the practice of the office.

Q. Do I understand you to say that this form of contract has always been used since 1882?—A. I think so. If it has been changed I am not aware of it.

Q. And I understand you to say, then, that notwithstanding this clause in the contract it has always been, meaning since 1882, the practice to allow the cutting to commence under the contract before its approval by the Commissioner of Indian Affairs?—A. That is my impression. If that is not correct then I am misinformed.

Q. Have you any knowledge of any other contracts for cutting timber on any of these reservations, authorizing cutting during the present winter, which are in force except these, lists of which you have pro-

duced?—A. I can not say that I have, although contracts have been made by Mr. Jennings of this other agency and by Mr. Stevens of the Sault Ste. Marie Agency at Isabella. I suppose that some contracts have been made by them, but I am not certain of it.

Q. Do you understand the contracts to be made for one winter only?—A. Yes, sir; for only one year.

Q. And to terminate at the end of the winter?—A. Yes, sir.

Q. Therefore any contracts for cutting timber during the present winter must have been made especially for this winter?—A. Yes, sir.

Q. When you speak of contracts being made by these agents, do you mean that the agents are parties to the contract?

The WITNESS. How parties?

The CHAIRMAN. That they are contracting parties?

The WITNESS. I mean simply that the Indians make contracts with other parties by the approval of the agent.

Q. That is what you meant when you said those agents had made these contracts?—A. Yes, sir; that is what I mean. I supposed as a matter of course that you understood the contract was made between the Indians and the parties.

The CHAIRMAN. I did, but I wanted you to state it on your own account and have it appear plainly.

The WITNESS. I am glad to explain it. I did not mean that the agent made the contract; I simply mean that the Indian and the contractor make the contract and it is approved by the Indian agent and the Indian Office.

Q. And it goes into immediate effect and the cutting begins at once?—A. Yes, sir.

Q. And that, you understand, has been the practice since 1882?—A. Yes, sir; I do not know of any change in that regard since they first began to "log," as they call it, which was in 1882.

Q. I will ask you whether the system which was adopted in 1882 contemplated that the cutting of the logs and the drawing them to the place of delivery, whether at the bank of the stream or at the mill, should be done by the Indians themselves who make the contracts, and that other men, white hands from off the reservation, should not be allowed to take part in the cutting; was that the system adopted in 1882 or not?

The WITNESS. I prefer to answer in my own way.

The CHAIRMAN. Certainly; you may do so.

The WITNESS. The stumpage system has not been encouraged since I have been in the Indian Office. Some white men necessarily have been employed, and were at the beginning, to teach the Indians how to cut timber and to bank it—how to haul it. But more recently the Indians have been doing the most of this work themselves and under the instruction of some man who probably was sent there by the contractor to assist them and aid them. But they cut the timber and do the work mostly themselves, and the object of the office is to have them do it in order to teach them to work and get them into habits of industry. Does that answer your question?

The CHAIRMAN. You may answer in your own way, and I will ask you another question if I am not satisfied.

The WITNESS. If I have not covered the ground I should like you to state it.

Q. I will ask you the question whether, as you understand, the system which was first adopted in 1882 contemplated that Indians, and Indians alone, should do the cutting of the timber?—A. That was the prime

purpose at the beginning, that the Indians should do so. But when the logging system first began, as I endeavored to state to you before, some white men were allowed to assist them, and more white men were allowed to assist them in those days than at this time, because the Indians have learned more about it. But so far as the purpose of the office was concerned, as I understand it, in 1882 that was the object of the office, to let the Indians do the work mostly if they could.

Q. You may look now at the form of contract which has been put in and see whether it provides that the party of the first part (being the Indian) shall cut the timber and deliver it to the party of the second part?—A. Yes, sir; I think it does.

Q. Do I understand you then to say that that clause has been conformed to, or has it been departed from?—A. I do not understand that it was conformed to at the beginning, strictly. But we have conformed to it more strictly recently, at least that is my understanding, and those are the instructions which have been given. But at the beginning it was not so conformed to, for the reason I gave, that it was in the incipency of the work and the Indians did not understand it so well, and hence more white people were allowed at the beginning than now.

Q. Then I understand you to say that in 1882, after that form of contract was adopted and this system inaugurated, immediately others besides the Indians themselves were allowed to cut the timber, and that the contracts went into effect without being approved by the Commissioner of Indian Affairs, and the cutting began; do you make that statement?—A. I simply make the statement that I think so. That is not a matter in regard to which I have specifically examined the records, and therefore I could not positively say; but that is my impression.

Q. You may look if you please at this list headed "Abstract of logging contracts made by Indians of La Pointe Agency, Wisconsin, 1882-1887," and which was transmitted by the acting Commissioner, Mr. Upshaw, to Senator Dawes on November 21, 1887 (and which I put into the record), and state the date of the last contract which appears by that list to have been entered into.—A. It seems to have been March 7, 1887. Is that which you refer to [indicating]?

The CHAIRMAN. I think that is it. Will you please take that list to your office and have a supplemental statement prepared, bringing it down to date?

The WITNESS. I will do so.

This whole question is one of detail, which, in the infinitude of the official duties that I have to perform as Commissioner of Indian Affairs, has been a very difficult matter for me to understand in all its details. Hence I have relied upon the land division of the Indian Office for my entire information with reference to it and for the work which has been done with regard to it in the office.

The CHAIRMAN. It is perfectly well understood that you have not at your fingers' ends all the details of your Department, and it is my intention when I ask you any question about a matter of detail to give you an opportunity to ascertain the facts. In making this statement it will not be necessary to duplicate any contract you have already put in.

The WITNESS. You simply want all contracts from that date up to the present time?

The CHAIRMAN. Yes, not including those you have already put in.

The WITNESS. Very well, I will furnish them.

Q. Going back now, if you please, to the origin of this system, give what information you can, derived from the records, concerning this

system of timber contracts.—A. As I said, under this order issued in 1882 for making logging contracts, instructions were sent out to the agents as a guide to them for the prosecution of the work.

Q. Give, if you please, the first letter of record of any kind which develops this system.—A. I will. Here is a letter from Mr. Durfee, the United States Indian agent at La Pointe Agency, written in 1882, in which he states in regard to his instructions from the Commissioner of Indian Affairs this—

The CHAIRMAN. You may read the whole of that and put it in the record.

The WITNESS. This is a circular letter written by Mr. Durfee, the United States Indian agent at La Pointe Agency; to parties who desired to cut logs, and this letter was sent out to all persons wanting to cut logs. It reads as follows:

UNITED STATES INDIAN SERVICE,
LA POINTE AGENCY,
—, — 188—.

SIR: My instructions from the honorable Commissioner of Indian Affairs in relation to the sale of pine upon the Indian reservations are to the following effect:

Indians who have received patents for their lands will be permitted to cut and sell the timber from three-fourths of the tract patented, leaving one-fourth of the timber in a compact body, intact, for future use for fuel, fencing, &c.

They will not be permitted to sell stumpage, neither will white crews be allowed to do the work, but the Indians themselves must cut and sell delivered on the bank of a driving stream, lake, or at mill as may be desired.

The logs to be paid for from time to time, as may be agreed between the contracting parties, final payment to be made before they are removed from the landings. White men logging upon the reservation will be considered and treated as trespassers.

The scale will be by a party approved by the U. S. Indian agent in charge of the reservation, the scaler to be paid equally by the first and second parties to the contract. All contracts, in order to be valid and binding, must first be approved by the U. S. Indian agent and the honorable Commissioner of Indian Affairs.

I have blank forms of contract at this office which I will furnish if you desire to purchase pine from any of the parties authorized to sell.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

By Senator BLACKBURN:

Q. Who was the Commissioner of Indian Affairs at that time?—A. I think Mr. Price was Commissioner.

Senator BLACKBURN. I know he was.

By the CHAIRMAN:

Q. Is that the first writing on the records of the Indian Office which you find which discloses this system?—A. I think it is.

Q. Do you not find the instructions of the Commissioner of Indian Affairs to Mr. Durfee upon which that circular is based?—A. Those instructions may be among the records of the office, but I am not sure; I suppose they are.

Q. Will you look for them and see if you can find them—I mean Commissioner Price's instructions to Mr. Durfee?—A. I will do so.

Q. Have you brought here any other copy of the records of the office showing the way in which this system was to be conducted?—A. I have brought some memoranda here which will probably throw some light on the subject. Here is an extract from the report of Commissioner Price for the year 1884 which treats of the subject of logging operations by Indians at La Pointe Agency, Wisconsin.

Q. You are now going to give an extract from his report?—A. Yes, sir.

The CHAIRMAN. I am desirous that you should show this system first in your own way, and then if you desire to have that extract put in you can do so and we will have it read.

The WITNESS. I desire to say that I do not know of any departure from that rule of the office under my administration or that of Commissioner Price.

The CHAIRMAN. That I have understood you to say. But now I want you to develop the whole of this system as it appears on the records of the Indian Office, and also make such oral statement as you see fit. This extract from Commissioner Price's report may go in the record if you desire it; if so, please read it. But we want such papers as the records of the office show in relation to this system of timber contracts.

The WITNESS. I have a letter here which I will submit. It is a letter addressed by myself to Mr. Gregory, October 29, 1885, which I think gives all the information in the main that I have upon the subject, and the ideas are perhaps expressed in better terms than I could express them orally to you. I read the letter yesterday but had not read it before since 1885.

The CHAIRMAN. Before putting that letter into the record, I desire that you should, if you are willing to do it, give us the earlier records of the office. You have only given us now a circular letter from Mr. Durfee.

Senator BLACKBURN. I thought you asked that he should do that after a conference with his subordinates. I want that letter.

The CHAIRMAN. I will ask you the direct question whether you find, or your clerks have furnished you with, any specific regulations or instructions issued by your predecessor as to how this business should be done?

The WITNESS. I did not think the purpose of this inquiry was to have all the records prior to my administration touching upon this subject brought before you, and therefore I did not bring them. I suppose there are records which I can bring which refer to that period. I have brought this circular letter here because it was in accordance with that that we had been acting.

The CHAIRMAN. The resolution instructed the committee to inquire into the system, and you were requested to bring copies of such papers as might be necessary to show fully any pertinent facts in reference to the subject to be investigated, and then followed the particular inquiry, and of course you must have understood that the committee would want to know the origin of this system.

Senator BLACKBURN. I do not think it is exactly fair, Mr. Chairman, to hold the Commissioner responsible and ready to answer for the policies that prevailed prior to his own administration of this office. I agree with you that we will ask him to furnish us whatever information that office may afford as to the precedents and practices prevailing before he came in there. But under that letter of subpoena that you sent him, I do not think the Commissioner can be fairly held accountable here for answering to more than the policies and practices of the office since he came into it.

The CHAIRMAN. There might be force in that suggestion if he had begun with his letter of 1885. But he has gone back to 1882 and has brought in this little circular of Agent Durfee's, and when I ask for more records from the office he falls back upon his lack of knowledge of details.

Senator BLACKBURN. He says he will furnish them to you.

The CHAIRMAN. I understand. In other words, he adopts his own way of developing his testimony.

Senator BLACKBURN. Allow me to say right here, Mr. Chairman, that it seems to me you are suggesting complaint where it is not merited. The Commissioner of Indian Affairs is here in answer to a summons of yours, and he is here to answer for the conduct of the Indian Office since he took charge of it. Now you ask him as to what his predecessors did, and he answers very properly, it seems to me, and says that he has not come armed with that information, but that he will furnish it to you so far as the records of his office go.

The WITNESS. I will state to you how I came to refer to this circular letter. When your letter came over to me I instructed the chief of the land division to take the letter and get up all the papers, records, and documents that the letter referred to, so that I might have them and bring them with me for your examination. This circular letter of Agent Durfee's I never saw until the chief of the land division brought it to me, that I recollect. I may have seen it, but if I have I have no recollection of it. It was put with these other papers and that is the reason why I referred to it. I supposed you would ask me the question when this system began, and that was the first record that was made with reference to it that I have any knowledge of. But I suppose there are other records in the office, and that was not designedly brought by me. I found it in these letters and papers, put in there by my chief of division under my instruction to get up all papers that your resolution referred to.

The CHAIRMAN. If you are ready to answer the question, I will now repeat it. The reporter will please read the question.

The reporter read as follows:

Q. I will ask you the direct question whether you find, or your clerks have furnished you with, any specific regulations or instruction issued by your predecessor as to how this business should be done?

A. Nothing further than I have already stated.

Q. You do not find any formal or specific regulations?—A. I have not examined.

Q. Are you willing to answer the question whether you know of any such specific formal regulations in relation to these timber contracts?—

A. To say that I know that there are such I can not, because I do not now call them to mind, but I have no doubt that they exist. Now if you wish me to answer the question you put a moment ago I will try to do so, and that was to give my knowledge of the system.

The CHAIRMAN. I will ask you another question. Have you brought with you any copies from the records of the office anterior to this letter of yours of 1885 which you propose to read; if so, what?

The WITNESS. I brought nothing except the circular letter of Agent Durfee's and an extract from Commissioner Price's report of 1883-'84.

Q. Do you wish to put the Price extract into this record?—A. I have no objection; I think it would be well; I think it would throw some light on the subject.

The CHAIRMAN. It may go in, then.

Senator BLACKBURN. Let it go into the record.

The CHAIRMAN. Now you may read the Price extract.

The WITNESS. This is from the report of Commissioner Price for the year 1884. He says:

[Extract from Annual Report of Hon. H. Price, Commissioner of Indian Affairs, for 1884.]

LOGGING OPERATIONS BY INDIANS AT LA POINTE AGENCY, WIS.

Under the provisions of the treaty with the Chippewa Indians of Lake Superior, September 30, 1854 (10 Statutes at Large, 1109), over five hundred Indians have received patents for 80-acre tracts, variously located on the Lac Court d'Oreilles, Bad

River, and Red Cliff Reservations, and restricted against sale, lease, or alienation without consent of the President of the United States. Most of the lands patented are heavily timbered with pine. The Indians being desirous of turning the timber to account, authority was on the 23th September, 1882, granted by the Department for all such patentees to cut and sell the timber from three-fourths of the tract patented, leaving the remaining one-fourth of the timber in a compact body, intact for future use for fuel, fencing, etc.

The Indians were not permitted to sell stumpage, neither were white crews to be allowed on the reservations to do the work, but the Indians themselves were to cut and sell, delivered on the bank of a driving stream, lake, or at mill, as should be agreed upon with the purchaser. The logs were to be scaled by a competent person approved by the United States Indian agent, and scaling charges were to be paid equally by the parties to the contract. Payment was to be made to the Indian owner, from time to time, during progress of the work, as should be agreed upon between the contracting parties, final payment to be made before removal of the logs. The Indians were to be at liberty to make their own contracts, subject to the approval of the United States Indian agent and the Commissioner of Indian Affairs. Bonds were required from the purchasers in a sum sufficient to insure the faithful performance of the contract.

During the season of 1882-'83, forty-two contracts, prepared in accordance with form approved by the Department November 1, 1882, were made by individual Indians holding patents for lands on the Lac Court D'Oreilles, Bad River, and Red Cliff Reserves, variously calling for from 30,000 to 900,000 feet of pine, ranging from \$5 to \$6.50 per 1,000 feet. These, with accompanying bonds, were submitted by the agent and approved by this office. The result of these operations was in the main very satisfactory, the Indians for the most part coming out considerably ahead of their contracts, many of them at the close of the season being in possession of cattle, horses, sleds, household goods, implements, and in some instances considerable cash balances, independent of supplies furnished by the contractor.

During the season of 1883-'84 the operators were on a more extended scale, eighty-eight contracts, just double the number in the previous season, having been entered into and approved, independently of some cases, where, notwithstanding the vigilance of the agent, logs had been prepared for market by the Indians without the formality of a contract. The returns show that during that season over 48,000,000 of feet of timber were cut and banked, ready for delivery by the Indians, representing a money value of over \$250,000. The result of these operations showing the net amount cleared by the Indian owners of the logs may be summarized as follows:

Lac Court d'Oreilles Reserve:

Cash balances paid to Indians after deducting supplies furnished by contractors	\$32,466.40
Oxen on hand, value.....	2,585.00
Horses on hand, value.....	2,950.00
Camp outfits, value.....	4,640.00
Leaving (as the net result of the contracts made by 46 Indians).....	<u>42,641.40</u>

Red Cliff Reserve:

Cash balances paid to Indians after deducting supplies.....	1,190.13
Horses, wagons, etc., on hand	918.00
One house and lot.....	1,000.00
One house and lot, value not given	
Leaving (as the net result of the contracts made by 5 Indians).....	<u>3,108.13</u>

Bad River Reserve:

Cash balances paid to Indians after deducting supplies (this being the net result of contracts made by 25 Indians).....	18,448.52
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This, it will be observed, is independent of supplies with which the Indians were furnished and charged by the contractors during the progress of the work. The figures above given represent only the net gain of the Indians who made the contracts, while, as a matter of fact, all the available male adult population of the reserves were engaged in the work and derived their principal means of support therefrom. In his report accompanying these statistics, the agent remarks that the logging operations have generally been satisfactory to him, and he believes profitable to the Indians, both pecuniarily and as a matter of education, and although he considers that to sell the stumpage directly to buyers with authority to put in the pine with white crews would realize more money for the individual Indian owners, he still deems the present method, with some modifications, the best. By selling the stumpage, the Indian owners would get their money without labor; the remainder of the Indians would

be left idle; in a short time the timber would be cut off and the Indians not having acquired the habit of labor, and naturally improvident, with money easily acquired, would be poorer and more dependent than ever. Owing to the want of knowledge of logging operations, caring for and handling teams, etc., by the Indians, the agent was at an early stage of the proceedings authorized to allow the employment of white foremen, cooks, and teamsters to a limited extent in the lumber camps.

That is what I had reference to; that at the beginning of the system more white people were allowed there than now.

He thinks the Indians have now had sufficient experience to dispense entirely with white labor, and recommends that hereafter white labor of any kind be dispensed with, except allowing a white contractor to employ a man at his own expense to see that the work is properly done according to contract. I have been induced to treat this subject at considerable length on account of the experimental character of the work. It has so far proved to be an experiment in the right direction, and I therefore think the benefit derived by the Indians pecuniarily and as a matter of practical education should appear on record, as some answer to the argument that the Indian will not work.

The CHAIRMAN. Now, if you desire, you can proceed to read your letter to Mr. Gregory.

The WITNESS. This is a letter which was sent to Agent Gregory by Acting Commissioner Upshaw upon the subject we are discussing:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 29, 1885.

SIR: Referring to your letter of the 7th ultimo, transmitting certain recommendations of W. G. Walker, Government farmer, in regard to the lumbering during the coming season on the patented lands of the Bad River Reserve, with your remarks and suggestions thereon, I have to say that in the absence of sufficient practical knowledge by this office on the subject, the matter of detail attendant upon the logging operations generally must be largely committed to your discretion and judgment, taking care, however, to keep within the line of the general instructions of this office at the outset, in 1882, as set forth in the inclosed circular of your predecessor.

In his report of June 29, 1884, accompanying statement of results for the season of 1883-'84, Agent Durfee, speaking on the subject of white labor, and referring to the fact that owing to the Indians' want of knowledge of logging operations, caring for and handling teams, etc., he had at an early stage of the proceedings been authorized to allow the employment of white foremen, cooks, and teamsters to a limited extent in the lumber camps, expressed the opinion that the Indians had then acquired sufficient experience to enable them to dispense entirely with white labor, and recommended that thereafter white labor of every kind be excluded, except allowing a white contractor to employ a man at his own expense to see that the work was properly done according to contract.

These views, as I am informed, were concurred in by the then Secretary of the Interior at a subsequent personal interview had with Agent Durfee here touching the general subject, but to what extent they were carried out in the operations of 1884-'85 does not appear. The theory of the Department being that the Indian shall be induced to labor, extraneous help of every description should be rigidly excluded, except where in your judgment it is absolutely necessary as a means of education to the Indians, and in such cases only the very best kind of help should be permitted, and only until such time as the Indians can get along without it.

I subjoin a few general suggestions for your guidance in the further prosecution of this enterprise.

(1) Heretofore there appears to have been considerable delay (probably unavoidable) in forwarding the contracts and bonds for approval by this office. They should be transmitted as early in the season as possible.

(2) No contracts will be approved by this office until patent has issued or the allotment has been approved by the Department. I observe by the schedule of contracts entered into during the season 1884-'85, transmitted by you on the 14th instant, that four contracts were made by Indians of the Fond du Lac Reserve aggregating over a million feet of timber, valued at some \$8,000. These contracts were never submitted to this office, and I see by a letter addressed to you on the 26th May last, you were instructed that, pending verification of selections on said reserve, no contracts by the Indians thereof for the sale of timber on the allotted tracts for speculative purposes, under Department authority of September 28, 1882, should be entertained.

(See also on this subject office letter to you of the 28th instant.) I presume the contracts referred to were made before your accession to office.

(3) Care should be taken to see that the Indians do not contract for more timber than they can reasonably supply during the season, and each contract should terminate at the end of the season, or within a reasonable time thereafter.

(4) Contracts and bonds will only be received when on the appropriate forms. Bond must accompany contract in all cases.

(5) Some oversight should be exercised over prices of supplies, etc., furnished by contractors to the Indians, in order that the Indians may not be imposed upon.

(6) A plan should be devised whereby all claims for labor should be discharged before final settlement with the Indian.

(7) Precautionary measures should also be taken for the safe-keeping of moneys coming to Indians who are unable to take care of it themselves, and to prevent a recurrence of such cases as that of Moien and Shibagishigóqwa, as to whom I may observe that I await your further report.

(8) At the termination of the logging season a full report of operations and results should be made to this office.

Other questions will of necessity from time to time arise, but it is hoped that with your own familiarity with the business, and the experience the Indians have already had, you may be able to see your way clear to an economic and satisfactory prosecution of the work.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

By the CHAIRMAN :

Q. Have you brought with you any other documents which you desire to submit in answer to the letter sent you by the committee?—A. Yes, sir; I have a letter here written to Mr. Gregory by myself January 14, 1886, which refers to the prices of these logs.

The CHAIRMAN. I should be glad to have it put into the record if you will read it.

The witness read as follows :

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 14, 1886.

SIR: Referring to your several letters of the 29th ultimo transmitting for approval sundry logging contracts entered into by Indian patentees of the Lac Court d'Oreilles reserve with Dobie & Stratton, Donald McDonald, Thomas Gaynor, and Calligan Brothers, I find upon a preliminary examination of said contracts some variation in prices, thus: The Dobie & Stratton contracts range over \$6, \$5.75, \$5.50, \$5.25, \$5; the McDonald, \$6.25, \$6, \$5.75, \$5.50, \$5.25, \$5, \$4.75; the Gaynor contracts, a uniform rate of \$5, and the Calligan Brothers \$5.75 and \$5.50. No explanation is given in your approval or letter of transmittal of this variance, and I do not feel justified in approving the contracts without further light on the subject.

I think it would be well hereafter if your indorsement of approval specified the quality of the logs contracted for, which is, I presume, what governs the price.

What is the ruling figure for logs this season, of all grades? In your letter of September 7 last, you stated that you considered \$6 per 1,000 feet for No. 1 logs a fair price, and that you would endeavor to get as good a price as possible for the lowest grade. This, I presume, you have done, but there should be some evidence of the fact on record in this office before the contracts are approved.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

By the CHAIRMAN :

Q. Have you any other letters to submit?—A. I brought with me such papers as I thought it probable would be in answer to your resolution.

The CHAIRMAN. If you have any other letters which you think should go into the record as explanatory of the subject we are discussing, you can read them.

The WITNESS. I have here a letter from Agent Gregory of January 25, 1886, addressed to the Commissioner of Indian Affairs, which I will read:

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., January 25, 1886.

SIR: Replying to office letter January 14 (L. 88-1886-89-1886-90-1886)—on the Lac Court Oreille Reservation the logs are not graded but sold for a certain price per thousand feet, straight.

I consider the prices paid by Dobie & Stratton, Donald McDonald, Thomas Gaynor, and Calligan Bros. to be what the logs are worth, as considerable of them are being cut off land that has been logged before, and are of an inferior quality.

No. 1 logs are selling here at from \$3.50 to \$6 per 1,000 feet and No. 2 logs from \$3.75 to \$4.50 per 1,000 feet.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

The WITNESS. I have here also a letter written by Acting Commissioner Upshaw, addressed to Agent Gregory, dated August 24, 1886, which I will read:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 24, 1886.

SIR: I am in receipt of your letter of the 15th June last, with detailed statement of the lumbering operations carried on during the season of 1885-'86, on the Lac Court d'Oreilles, Bad River, and Fond du Lac reserves, respectively, showing a net gain to the Indian owners of the pine of \$131,286.46.

I have carefully examined the statement, and apart from the fact that the price of logs during the season appears to have been rather low and the cost of banking somewhat high, the general results to the Indians engaged appear to be highly satisfactory, and such as to warrant, at all events, a present continuance of the undertaking.

I am especially gratified to know that, as a consequence of these operations, the Indians are learning to work; that a goodly number of them have not only accumulated money, but have fine horses, oxen, and other property necessary to complete logging and farming outfits; that many are getting good, comfortable houses, and that the general condition of the Indian communities is greatly improved.

You state that in making settlement with the contractors on the Lac Court d'Oreilles Reservation for last season's operations, you took \$12,326.81 belonging to some old men and women, who were incapable of taking care of it themselves, and placed it in Sawyer County Bank, Hayward, Wis.; also \$1,595.04 in Seymour's Bank, Chippewa Falls, for their benefit, permitting them to draw sums ranging from \$5 to \$10 per week as long as their money lasts, all checks of the depositors being indorsed by the Government farmer, and the banks being instructed, when the deposits were made, on no account to exceed the weekly limit specified. This, you state, insures these old people a good living for three or four years, whereas if the money had been paid to them in bulk it would not have lasted them three months.

Your action in this respect has the full approval of this office, and will serve as a precedent for future similar cases.

Referring to the conversation had with you whilst here as to the proposition to confine the contracts in the hands of the licensed traders exclusively, I have given the subject careful consideration, and have arrived at the conclusion that for various reasons it would be impolitic and injudicious to do so.

But I see no good reason why an outside contractor who furnishes an Indian with supplies, outfits, etc., in part payment for his logs, and thereby virtually, though in a limited sense, becomes a "trader" in the Indian country, should not, in all justice to the Indians and the regular licensed trader, be placed under the same restrictions as the latter.

The license in such cases should not be a general license to trade, but a special license to the extent necessary for the purpose only of fulfilling the contract and should terminate with the contract itself.

By this means the regular trader and the Indians would be protected, competition maintained, and all semblance of favoritism avoided. In short, all would be on an equal footing.

You will therefore require all persons other than the regular licensed traders desiring to contract for the pine and proposing to furnish supplies, etc., on the different reservations to the Indians in part payment therefor, before any such contracts are acted upon, to first conform to the regulations of this office (copy inclosed) respecting licensed traders, by taking out license, furnishing bond, etc., and being in all things subject to the restrictions imposed upon regular licensed traders. The number of employés at such trading establishments to be limited to the actual necessities of the case, and to be subject to your approval.

Renewing the instructions heretofore given in office letter of October 29, 1885, you are authorized:

(1) To regulate and fix the price, according to market value, of the different grades of pine below which no contracts shall be approved.

(2) To regulate the labor question, insisting that the Indians shall remain faithfully at their work during the logging season, at proper and reasonable wages.

(3) To regulate the question of white labor in the camps, using just as little of it as possible, and only where absolutely necessary, as in the case of a foreman or instructor, cooks and teamsters, holding all such to a strict observance of the intercourse laws and regulations.

In the case of the Lac Court d'Oreilles Reserve I understood you to say that little, if any, white help would be needed.

(4) To exercise a general supervision over prices charged by contractors for supplies of all kinds, seeing that the Indians are not imposed upon, under penalty of disallowances, revocation of licenses, and refusal to renew contracts.

(5) To see that none but reliable parties are permitted to contract, and that contracts are not made for purely speculative purposes.

(6) To approve such contracts only as are made in good faith, and where the beneficiary manifests an intention of improving his condition and conforming to the habits of civilized life.

(7) In case of beneficiaries being old or infirm, or otherwise incapable of taking care of their money, to see that it is deposited in some reliable bank to their credit, subject to the Indians' weekly or monthly draft, approved by yourself or the Government farmer in limited amounts for necessary subsistence, or in larger sums to pay for improvements.

Other suggestions of a minor degree for the better prosecution of the enterprise may from time to time present themselves to you, which, within the line of the general instructions given you, you are at liberty to adopt.

The blank forms for which you made requisition are now in the printer's hands, and will be forwarded you as soon as ready.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

The WITNESS. I have here also a letter from the Acting Secretary of the Interior, giving authority for continuing the supervision of these logging operations, which I think should go into the record, as it bears on this question.

Senator BLACKBURN. Shall it be read?

The CHAIRMAN. Yes; the subject is new to me, and I wish all the records.

The WITNESS read as follows:

DEPARTMENT OF THE INTERIOR,
Washington, October 21, 1887.

SIR: I have considered your communication of 18th instant in relation to logging operations on the various reservations under the La Pointe Indian Agency, Wisconsin, under regulations of the Department and provisions of the treaty of 1854 with the Chippewa Indians, and also presenting the inquiry as to whether under the provisions of the sixth section of the general allotment act of February 3, 1887 (24 Stats., 388), the Department will continue to exercise supervision over the making and completing of these timber contracts by the Indians, as heretofore, notwithstanding their status as defined thereunder.

In the consideration of this question you refer to the benefits to the Indians which have resulted from their timber cutting for the past few years, under regulations established in accordance with the instructions of the Department the example to the other Indians, and the necessity for some safeguards to be used in protecting their interests in the future to prevent their being defrauded in the disposal of their timber-

The views expressed by you as to the propriety of continued supervision over the logging operations on lands allotted to Indians have the concurrence of this Department, not only for the reasons set forth in your letter, but also to protect and preserve from waste the property for which the United States is, by the allotment law and the patent issued thereunder to the Indian, made trustee for a term of years.

The inclosures of your letter are herewith returned.

Very respectfully,

H. L. MULDROW,
Acting Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

The WITNESS. I have copies of the contracts which I told you were sent in. Probably I had better leave that—the list I refer to.

The CHAIRMAN. Those have already been put in. Are these all the papers you desire to submit in answer to the letter of subpoena?

The WITNESS. I have here some letters bearing upon the subject as I understand it, and I only regret that I did not understand, nor did the chief of the land division understand, that you desired to get the records of the office prior to the time of this administration.

The CHAIRMAN. I have no exception to take, now that it appears that the circular of Agent Durfee which you brought here was a part of your communication of 1885.

The WITNESS. Here is a letter addressed by the Acting Commissioner to the Secretary of the Interior, dated November 26, 1887:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, November 26, 1887.

SIR: I have the honor to transmit herewith two schedules of allotments, made to the Chippewa Indians of Lake Superior, on the Fond du Lac Reservation, Minn., certified by Agent Gregory, October 8, 1886, and June 10, 1887, respectively, one to said Indians residing on the Lac du Flambeau Reservation, Wis., certified June 13, 1887, and one to said Indians residing on the Red Cliff Reservation, Wis., certified June 14, 1887, all in duplicate.

Said selections were made under the provisions of the third article of the treaty of September 30, 1854 (10 Stats., 1109).

A portion of these selections were approved by Agent Gregory prior to the passage of the act of February 8, 1887 (24 stats., 388), and a portion subsequent to that act.

Action was delayed upon these schedules because it was expected that a special agent would be assigned to duty in time to complete allotments under the act of February 8, 1887, upon the Chippewa Reservations before the beginning of winter.

This, however, has not been done, and it is now represented that great hard-hip will result to the Indian allottees who have made arrangements for the sale of timber, supposing their allotments would be approved in time to enable them to enter into logging contracts. If these contracts are not approved, the Indians will also be deprived of the revenues heretofore derived from their labors in the logging camps.

In view of these facts, I have decided to approve the schedules under the treaty, there being apparently no legal objection to this course.

When the allotments come to be made under the act of February 8, the same tracts can be reallocated and, with the additional land selected, patented to the allottees.

It is not intended that patents shall be issued on these schedules, but their approval will enable the allottees to dispose of their timber under the rules and regulations heretofore adopted.

I have the honor to recommend that the schedules be laid before the President for his approval, as provided in the treaty.

Very respectfully, your obedient servant,

A. B. UPSHAW,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

By the CHAIRMAN:

Q. Give, if you can, the action which followed that letter.—A. These schedules were sent to the Secretary of the Interior and approved by him, recommended to the President and approved by him, and the Indians were allowed to cut the timber after the allotments were made.

Q. Can you give the dates?—A. No, sir; I do not know that I can.

The CHAIRMAN. I desire you to furnish the dates showing when the Secretary of the Interior recommended the approval, when the President made the approval, and when the agent was notified of the approval so that the Indians could make their timber contracts.

The WITNESS. I will do so. Here is a letter to Mr. Wall, who was appointed special agent, addressed by myself to him December 9, 1887.

The CHAIRMAN. That I would like to have you put into the record.

The WITNESS. That comes in in chronological order, and I had better read it now:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 9, 1887.

SIR: Under date of June 30, 1887, the President granted authority for making allotments of lands in severalty under the provisions of the act of February 8, 1887, and the treaty of September 30, 1854, so far as applicable, to such of the Chippewa Indians of Lake Superior located upon reservations in the States of Wisconsin, Michigan, and Minnesota as may be found ready, competent, and qualified therefor.

Under this authority you will proceed to the La Pointe Agency, Ashland, Wis., for the purpose of making such allotments in conjunction with Agent James T. Gregory.

The treaty with the Chippewas of Lake Superior and the Mississippi, concluded September 30, 1854, located the following reservations:

For the L'Anse and Vieux de Sert bands, in Michigan.

For the La Pointe band, and such other Indians as may see fit to settle with them, in Wisconsin.

For the other Wisconsin bands, a tract of land lying about Lac de Flambeau, and another tract on Lac Court Oreilles.

For the Fond du Lac bands, in Minnesota.

For the Grand Portage band, in Minnesota.

For the Ontonagon band in Michigan, and for that subdivision of the La Pointe band of which Buffalo is chief, in Wisconsin.

These reservations are known as the L'Anse and Vieux de Sert, La Pointe or Bad River, Lac de Flambeau, Lac Court Oreilles, Fond du Lac, Grand Portage or Pigeon River, Ontonagon, and Red Cliff.

Allotments have not been authorized on the Grand Portage, and the L'Anse and Vieux de Sert and Ontonagon are not included in these instructions.

The third article of the treaty provided that the President might from time to time, at his discretion, cause the whole of these reservations, or any of them, to be surveyed, and might assign to each head of a family or single person over twenty-one years of age 80 acres of land for his or their separate use.

He was also authorized to issue patents therefor, with such restrictions as to alienation as he might see fit to impose.

Under these provisions many selections have been made on each of the reservations included in these instructions and patents issued therefor, with the restriction that the land should never be aliened without the consent of the President.

The first section of the act of February 8, 1887, provides for allotments in quantities as follows:

To each head of a family, one quarter of a section.

To each single person over eighteen years of age, one-eighth of a section; to each orphan child under eighteen years of age, one-eighth of a section; and to each other single person under eighteen years of age now living, one sixteenth of a section.

The ages of the allottees on the 30th of June, 1887 (the date of the President's orders for making the allotments), determine the class to which they belong, and their ages should be given as of that date.

Allotments should be made in quantity as above, except on the Lac Court Oreilles, hereafter referred to.

Where persons have had 80 acres allotted to them under the treaty, and are now entitled to a larger quantity, they may retain the original allotment and select an additional tract to make up the full quantity, receiving a separate patent for such additional tract, or they may have the original tracts reallocated, in which case a new patent will be issued for the entire selection, which will supersede the patents heretofore issued.

It is believed that this latter course will be best for the Indians, as each person then holds all the land allotted to him by the same title, under the restrictions provided in section 5 of the act.

(1) You will allow the Indians to select their lands, heads of families selecting for themselves and their minor children.

(2) Selections for orphans will be made by yourself and Agent Gregory.

(3) Allotments should be made with reference to the best interests of the Indians, the choice portions of the reservations to be given them, and care taken to see that they have every possible advantage which the reservation affords.

(4) Every allotment should be distinctly marked with permanent monuments and each allottee (of sufficient age) should be personally shown the boundaries of the allotment selected by him, so that he will understand exactly where his land lies, and every possible means should be used to familiarize them with the boundary lines.

(5) The tracts given to each allottee should be contiguous if possible, but an allottee may be allowed to select a detached tract of timber land, if it be impracticable to include such land in a tract contiguous to the selection of farming lands (or *vice versa*), or for the purpose of securing an equitable division of water privileges, so that it may not be monopolized.

(6) Each Indian should be allowed to select his land so as to retain improvements already made.

Where the improvements of two or more Indians have been made on the same legal subdivision of land, a provisional line should be run dividing the land between them, as provided in section 2 of the act, unless an arrangement can be made between them by which the tract can be given to one of them.

This arrangement, however, must be satisfactory to all the parties.

(7) Indian women, married to white men, should be regarded as heads of families. The white husbands can not take allotments.

In all cases where Indian women have been married to Indian husbands and have children born of such marriages, but have been divorced from such husbands after the Indian custom, the mother should receive an allotment as the head of the family, and should be allowed to select land for her children, not under the charge of the father at the date of these instructions, if competent to do so.

(8) Where an Indian has a plurality of wives, the first wife should be regarded as the legal one, and the others allowed to take allotments as single persons.

Orphans are children who have lost both parents.

A person who has children or other persons legally or morally dependent upon him or her for care or support, and living in the same household, should be regarded as the head of a family.

It has been the practice, heretofore, in making allotments under the treaty, to submit the applications to a council of the Indians, and to allow the council to determine whether the applications should be allowed. This practice will be discontinued.

There are a large number of mixed bloods residing in the vicinity of the reservation who will doubtless apply for allotments for the sake of the timber.

In passing upon these claims you should require the statement of the applicant, under oath, supported by the evidence of at least two witnesses, that he is a member of the particular band of Chippewa Indians upon whose reservation he desires an allotment, or that his father or mother was a recognized member of such band.

While it is the desire of this office to apply the provisions of the act as liberally as possible, it is not considered just to the reservation Indians to permit persons with but a slight admixture of Indian blood, whose affiliations are wholly with the whites, to share in their lands.

Great care and discretion should be used in dealing with such cases, and only those admitted who are clearly entitled to a share in the lands of the reservations.

If applicants are clearly of Indian blood, but have never resided upon a reservation or been connected with the Indians in any way, they can select public lands under the 4th section of the act, so that no injustice will be done them, and the reservations preserved for those living upon them.

Within the Bad River Reservation there are certain tracts, designated as swamp lands, the title to which is vested in the State of Wisconsin.

While these lands are subject to the occupancy of the Indians, the United States can not grant a patent therefor to individual Indians. They should not, therefore, be allotted.

A schedule of these tracts will be forwarded for your information.

The Lac Court Oreilles Reservation does not contain sufficient land to admit of allotments in quantity as provided in the act, and allotments should be made thereon in quantity as follows:

To the head of each family, 135 acres; to each single person over twenty-one years of age, 80 acres; to each single person over eighteen and less than twenty-one years of age, 70 acres; to each orphan child under eighteen years of age, 70 acres; and to each other single person under eighteen years of age, 35 acres.

Heads of families will thus receive 35 acres in addition to the 80 heretofore allotted, while single persons over twenty-one will receive the same as heretofore.

Allotments in this quantity will necessitate the subdivision of a portion at least of the reservation into smaller tracts.

It is thought that it will not be practicable to make such surveys before spring, and work upon this reservation should be deferred until the last.

You will prepare a schedule of the allotments made (a separate schedule for each reservation), each family being grouped by itself and the relationship of each member to the head shown in the column of remarks.

For the purpose of identification, the age (on the 30th of June last) as well as the sex of each allottee should be given if possible.

Both English and Indian names should be entered upon the schedules, and great pains taken to write the latter especially distinctly.

It will save much trouble in posting the allotments in the tract-books if you can arrange them by sections and townships.

The law requires the schedules to be in duplicate.

They should be posted in the agency tract-books before transmission, or copies retained for that purpose.

The duplicate schedules should be certified to by you and Agent Gregory as being correct, and that each allottee is entitled to the lands allotted to him.

Your attention is called to the provisions of the act with reference to religious societies and organizations.

A supplemental schedule will be prepared and submitted by you for the action of the Secretary of the Interior, under the provisions of the general allotment act, showing the lands, not exceeding one hundred and sixty acres in any one tract, occupied upon each of the reservations of the date, February 8, 1887, of the passage of the law by any religious society or organization for religious or educational work among the Indians.

You will also note on the schedule all tracts occupied for agency and school purposes.

If desired by the Indians, you will issue to each allottee a certificate showing the lands selected, for which purpose blanks are herewith transmitted.

You will do such retracing of lines and re-establish such monuments as may be found requisite, employing a surveyor and the necessary assistants, who should be Indians in all cases where practicable.

For such persons you will furnish proper vouchers and subvouchers, and report the employes upon a "list of irregular employes."

Such expenditure without further authority must be limited to \$1,000.

It is expected that you will exercise great care in the work, to see that the lands are divided as equitably as possible, and to the satisfaction and welfare of the Indians.

This is especially important in view of the large quantity of valuable timber upon the several reservations.

While the Indians have the right to make their own selections, their choice should be guided and controlled so that injustice will not be done to any individual, or one person permitted to enrich himself at the expense of others.

While making the allotments both you and Agent Gregory will make every possible effort to induce the allottees to locate permanently upon their selections.

The land is given the Indians for the purpose of cultivation and self-support, and it is expected that they will make use of it for this purpose and not merely for the purpose of selling the timber.

No opportunity to impress this upon them should be lost.

Certain schedules of allotments made by Agent Gregory have been recently approved by the President. A duplicate of each is forwarded for your information. These selections should be re-allotted to the same parties and included in the schedules of allotments made by you, as this course is necessary in order that patents may be issued therefor under the act of February 8, 1887.

Certain applications and complaints have been made to this office which will be hereafter sent to you with directions in each case.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

Hon. TOM. WALL,
Oshkosh, Wis.

By the CHAIRMAN:

Q. This letter appoints this agent to superintend, as the act requires, the allotments under the severalty act, and it alludes to the fact that allotments under the treaty have already been made by Agent Gregory to certain of those Indians, and that re-allotments are to be made under the act?—A. The reason of that is this: Under the treaty of 1854 heads of families were only allowed 80 acres of land, but under the severalty

act they are allowed 160 acres; and the rule of the Department has been to allot to the Indians lands either under the treaty or the allotment act, whichever gave them the largest number of acres.

By Senator BLACKBUEN:

Q. When was that policy adopted?—A. Since the passage of the severalty act.

By the CHAIRMAN:

Q. But does not the act of February, 1887, give in all cases more lands to the Indian than does the treaty?—A. No, sir; not in all cases. For instance, the treaty of 1868 with the Sioux Indians gave to each head of the family 320 acres.

Q. But I refer to the Chippewa Indians.—A. Yes, sir; I think it does in that case.

Q. So that after the passage of the severalty act in February, 1887, there could have been no occasion for approving allotments made under the treaty of 1854 with the Chippewa Indians, except to facilitate the Indians in making their timber contracts?—A. That was the reason given by Acting Commissioner Upshaw in his letter.

Q. But with the intention of having the re-allotments and the larger quantities of land given to the Indians under the severalty act?—A. Yes, sir; they have instructions to that effect, to make the addition up to the quantity which the severalty act gives them—from 80 to 160 acres.

The CHAIRMAN. You may proceed.

The WITNESS. Here is a letter from Mr. Muldrow, Acting Secretary of the Interior, to the Commissioner of Indian Affairs, which I wish to put in:

DEPARTMENT OF THE INTERIOR,
Washington, December 12, 1887.

SIR: The instructions prepared in your office for the information and guidance of the special agent appointed under the provisions of the act of February 8, 1887, and the agent in charge of the La Pointe Agency, Wis., to make allotments of land in severalty to the Indians upon the several reservations under charge of said agency, this day received with your letter of the 7th instant, upon the subject, having received the approval of this Department, are herewith returned.

The resident agent should be informed of the appointment of Mr. Wall as special agent under the provisions of the third section of the allotment act of February 8, 1887, to co-operate with him in making allotments to the Indians upon certain of the reservations under his charge, and that full instructions have been given in the matter in a letter addressed to the special agent, for their guidance in executing the provisions of the law.

Very respectfully,

H. L. MULDROW,
Acting Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

The WITNESS. Here is a letter addressed by myself to the Secretary of the Interior, under date of December 16, 1887:

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, December 16, 1887.

SIR: Referring to office report dated November 27, 1887, I have the honor to transmit herewith two schedules of allotments made to the Chippewa Indians of Lake Superior on the Lac de Flambeau Reservation, Wis., certified by Agent Gregory, November 25, 1886, and December 29, 1886, respectively, and schedule of allotments made to said Indians on the La Pointe or Bad River Reservation, Wis., certified October 30, 1885, all in duplicate.

Said selections were made under the provisions of the third article of the treaty of September 30, 1854 (10 Stats., 1109), and were approved by Agent Gregory prior to the passage of the act of February 8, 1887 (24 Stats., 388).

Action was delayed upon these schedules because it was expected that a special agent would be assigned to duty in time to complete allotments, under the said act, upon the Chippewa reservations before the beginning of winter.

This, however, has not been done, and it is now represented that great hardship will result to the Indian allottees who have made arrangements for the sale of timber, supposing their allotments would be approved in time to enable them to enter into logging contracts.

In view of this fact I have approved these schedules, as in the case of those reported November 26, 1887 (they having been held for explanation of certain conflicts), and recommend that they be laid before the President for his approval, as provided in the treaty.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

By the CHAIRMAN :

Q. Can you give the dates of the action taken on that letter, as in the other case?—A. No, sir; I can not.

Q. Will you please make a memorandum to ascertain the date of the action taken in consequence of your letter of that date, including the Secretary's action, the action of the President, and the time when notice was given to the agents?—A. I will do so. I have here a letter dated December 17, 1887, addressed by myself to Agent Gregory, which I will read.

The witness read as follows :

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 17, 1887.

SIR: I transmit herewith, for your information, copy of instructions given Hon. Tom Wall, who has been appointed a special agent to make allotments of lands in severalty to Indians, for his guidance in making such allotments to the Chippewa Indians upon the several reservations under your charge.

You will co-operate with Special Agent Wall and afford him all the assistance in your power. The schedule of allotments upon each reservation, when made, should be certified by yourself as well as by the special agent.

One hundred blank allotment sheets have been transmitted to Special Agent Wall for use in making the allotments.

I have also transmitted 800 blank certificates to be given allottees should they desire the same.

Respectfully,

J. D. C. ATKINS,
Commissioner.

JAMES T. GREGORY, Esq.,
Indian Agent, La Pointe Agency, Wis.

The WITNESS. The instructions given Mr. Wall, referred to in that letter I have just read, were contained in the following letter :

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, February 29, 1888.

SIR: I am in receipt of your communication, dated February 15, 1888, with which you transmit schedule of 173 allotments, made to the Indians upon the Fond du Lac Reservation, said schedule being in duplicate and certified by yourself and Agent Gregory.

From a casual examination, this schedule does not appear to meet the requirements contained on page 7 of your instructions, dated December 9, 1887, in that each family is not "grouped by itself and the relationship of each member shown in the column of remarks."

It is impossible to tell from the schedule submitted whether the allottee is a single person, and entitled to 80 acres, or the head of a family entitled to 160 acres. This should be stated in every case.

I also observe that none of the allottees are under eighteen years of age.

In all cases where allotments are made to the head of a family comprising minor children, such head should be required to make selections for such children.

Hereafter in making up schedules you will separate each family from the succeeding allottee by leaving a blank line.

Also, the name of the wife of the head of the family (if living) should be inserted with the family, for the purpose of identification hereafter, but such wife should not be numbered as an allottee.

The schedules are herewith returned for correction.

I desire to be kept fully advised of your movements, and of the progress of your work from time to time.

It is observed that you have as yet submitted no estimate for funds. It is desired that such estimate for the fourth quarter of 1887 and for the present quarter should be forwarded at an early day.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

Hon. TOM WALL,
U. S. Special Agent, La Salle Pointe Agency,
Ashland, Wis.

By the CHAIRMAN :

Q. I will ask you now whether those allotments of Agent Wall were any of them re-allotments of allotments made under the treaty with the Chippewa Indians, so far as you know?—A. I can not answer that question. I do not know, but I will make a note of it and ascertain.

Q. Have you now submitted all the documents you desire to place before the committee in answer to the general inquiry?—A. Yes; I have submitted all the documents that I have, except that here is an extract from my report for the year 1886, which I will submit, and also for the year 1887.

The CHAIRMAN. You may put those in.

The extracts referred to are as follows :

[Extract from annual report of Hon. J. D. C. Atkins, Commissioner of Indian Affairs, for 1886.]

LOGGING OPERATIONS BY INDIANS.

During the season 1885-'86, 178 contracts for the cutting, sale, and delivery of pine logs, under Department authority of September 28, 1882 (full particulars whereof will be found in the annual report of this office for 1884), were made by individual Indian patentees of the Lac Court d'Oreilles, Bad River, and Fond du Lac Reservations, attached to the La Pointe Agency in Wisconsin. Under these contracts the Indians banked 63,945,769 feet of timber, at prices variously ranging from \$4 to \$6.25 per thousand feet. The net gain to the Indians on these transactions was \$131,231.46, of which \$58,006.70 was taken out in merchandise and supplies, and the balance, \$73,274.76, was paid in cash to the individual Indians. The agent reports that the general result of these operations is highly satisfactory; the Indians are all learning to work, are getting good, comfortable homes, and their condition is being greatly improved.

With some modifications in the manner of conducting the business, which the agent has been directed to make, there appears every reason to anticipate that the coming season's operations will be on a more extended scale, and will be still more beneficial to the Indians. White labor, except such as is absolutely necessary, is rigorously excluded from the reservations, and the Indian is taught to labor and permitted to reap the benefit of his toil.

[Extract from annual report of Hon. J. D. C. Atkins, Commissioner of Indian Affairs, for 1887.]

LOGGING BY INDIANS.

La Pointe Agency, Wis.—During the season 1886-'87, under Department authority of September 28, 1882 (full particulars whereof will be found in the annual report of this office for 1884), 294 contracts for the cutting, sale, and delivery of pine timber were made by individual patentees of the Lac Court d'Oreilles, La Pointe or Bad River, Lac du Flambeau, and Fond du Lac Reservations, severally attached to the La Pointe Agency, Wis. Under these contracts the Indians cut and banked 128,766,357

feet of timber, which was sold at prices variously ranging from \$4.50 to \$6.50 per 1,000 feet, according to quality. The net gain to the Indians, after paying all expenses of cutting and banking, was \$273,461.42 (over double the amount realized last season), of which sum \$102,285.03 was taken out in merchandise and supplies furnished by the contractors, and the balance, \$171,176.39, was paid in cash to the individual Indian owners of the timber. Of these net gains—

Lac Court d'Oreilles Indians (as having a majority of the contracts) received	\$177,944.95
La Pointe (or Bad River) Indians received	42,931.76
Fond du Lac Indians received	37,355.94
Lac du Flambeau Indians received	15,224.77
Total	273,461.42

The amount disbursed among the Indians for labor in cutting and banking was \$452,953.15.

All who desire it have an opportunity to work, and as a consequence find themselves better fed, clothed, and housed than ever before. A majority of the Indians save their money and accumulate property, whilst some squander it; but the agent states that their general condition is greatly improved, and he anticipates still more beneficial results in the future from the force of example set by the more provident. The work has steadily increased from the commencement. Through it Indians have learned to labor who otherwise would probably have been idle, and the personal acquisition of money and property—the result of their own labor—can not fail to stimulate them to a higher degree of industry.

By the CHAIRMAN :

Q. That is all the documentary information you desire to submit?—A. That is I have with me.

Q. You may state now whether any complaints have been made to you that white men, other than foremen, cooks, and teamsters have been at work on these Chippewa reservations getting off timber.—A. Recently there have been.

Q. How recently?—A. Well, last week such complaints were made and possibly some of them were made before; I do not recollect.

Q. You do not recall any complaints?—A. No, sir; I do not.

Q. Do you recollect whether the matter has been called to your attention by any written complaints within the last three years?—A. There have been complaints of that agency, but what they were I do not recall now. But investigations have been made, two I think at least of that agency embracing any irregularity, no matter what; because when I send a special agent to an agency to investigate it the instructions are general and cover any irregularities which might exist. There have been two investigations at that agency and the agent's reports did not disclose any irregularities of any consequence.

Q. Or of any extent?—A. No, sir; that is my recollection.

Q. I want to know what impression, if any, has been made on your mind in reference to the charge that white labor was used there?—A. I want to say that very recently very many complaints have been made—within the last ten days or the last week.

Q. Excluding these, the subject has not made a serious impression upon your mind?—A. No, sir; it has not, in view of the investigations or the results of the investigations which have been had there; it did not make a serious impression on my mind.

Q. Have you ever, either in writing or orally, authorized any enlargement of the rule concerning white labor on the reservation?—A. I do not think I have further than is disclosed in my report and the letter which has been read here in your presence.

Q. If large numbers of white men have been taken on by those contractors either last winter or this winter, it is not known to you?—A. No, sir; it is not.

Q. Have complaints ever been made to you specifically of Dobie & Stratton that they have large bands of white men at work on the reservation—prior to the last ten days, I mean? A. I think so. I think it was with reference to that to some extent that those investigations were had probably.

Q. As to that charge?—A. I think so.

Q. But it never has come to your knowledge that any large number of white men have been employed by them?—A. I have not been under the impression until very recently that the regulations for the logging and cutting of timber have been materially violated and impinged upon in the prosecution of the work, nor have I believed it, in view of the results of these investigations, until lately. I do not know whether it is so or not. But when I got these complaints, which were filed last week, I ordered the chief of the land division to brief them as soon as possible and make a report of the matter to me, with a view of sending a special agent there to make an investigation, and I told him I wanted the most experienced and competent special agent that we have selected for that purpose. I gave that order to the Acting Commissioner and the chief of the land division last week.

Q. It has been suggested to members of this committee that Mr. Hynes, on the Fond du Lac Reservation, has two hundred men at work and that the majority of them are whites. Has that specific complaint been made to you?—A. Complaints were made of Mr. Hynes before, and that matter was investigated by an inspector, and my impression is that the complaints were not sustained.

Q. But have recent complaints been made against Mr. Hynes such as I have stated?—A. Yes, I think there were last week; I can not recollect about that.

Q. Have complaints been made that Sherman Brothers, traders and contractors on the Flambeau Reservation, have about one hundred and eighty men at work, and that, substantially, none of them are Indians?—A. I do not retain the names in my memory; I have all that in my office.

Q. That suggestion has been made to members of the committee and I call it to your attention in case you have not heard it.—A. I presume that complaints have been made to me in writing, because when these Chippewa Indians came to me and made their complaints last week I gave them an audience of two or three hours, but all that was said I can not recollect. But I stated this to them: Said I, in order to be accurate about this matter it is best for you to put down in writing all your complaints and lay them before me, and at the earliest possible opportunity I will have them investigated, and whatever irregularities exist I will endeavor to remedy.

Q. There are in Washington now Chippewa Indians to make complaints, are there not?—A. Yes; they are here now.

Q. How many of them?—A. There [indicating] is one, and there [indicating] is one, and there [indicating] is a white man who I suppose came with them. There are about seventeen of them, I think.

Q. They have laid their complaints before you?—A. Yes, sir; they did so last week.

Q. You may now state, if you please, what action you have already taken, if you are not unwilling to disclose it.—A. I have no desire to keep anything about it concealed. It is not usual, however, in sending an agent to investigate matters at an agency to give notice to the Indians that I intend to investigate certain matters beforehand.

Q. That is the reason I made that condition.—A. As I have stated, I have given this order to the Acting Commissioner and to the chief of the land division that I wanted these papers briefed, and I took them to my room and read them at night, as I could not get time to read them during the day as they are quite voluminous. I then gave this order to have the agency investigated just as soon as I can get a certain special agent that I want to send there who is a most thorough-going man, the most efficient man we have.

Q. Nothing has yet been presented to you to require you, in your judgment, to stop the cutting of timber on the reservation immediately?—A. No, sir; not in general. I gave an order the other day to stop the cutting of timber upon a certain piece of land because the title of it was in dispute; but not in general; no, sir.

Q. The case has not yet been so presented to you as to require you to take any summary action?—A. No, sir; because my chief of the land division has not been able to make a report and place it before me. We are so crowded with the inquiries of various members of Congress that, with the current work, we have not been able to get hold of it yet.

Q. I now repeat the question: Have you any knowledge, at this moment, of any contracts which authorize timber to be cut during this winter on the Chippewa reservations?—A. I have knowledge of those which have been sent down to me.

Q. You have no knowledge of any except those which have just arrived?—A. No, sir; I have no absolute knowledge, but I presume there are two, or three, or four, or that there are contracts made, but with whom I do not know.

Q. If the cutting of timber is going on now under contracts which provide that the contracts shall not take effect until approved by the Commissioner of Indian Affairs, then that cutting is going on in contravention of the language of the contracts, is it not?—A. Well, it may seem so, but as I told you at the outset, my understanding of the matter is that this practice has been always pursued—at least pursued ever since the logging operations began.

Q. I do not ask you with reference to that practice, but I would like to get your opinion, if you are willing to give it, whether these contracts being made on these blanks, if cutting is going on this winter it is going on in contravention of the terms of the contracts?—A. I do not know it to be so.

Q. But if it is it is in contravention of the terms of the contracts?—A. If it is going on it would seem so.

Q. And in pursuance of oral relaxations of that contract?

Senator BLACKBURN. Made by whom; did you make any oral relaxation of it?

The WITNESS. No, sir; I did not make any oral relaxation of the contract.

Q. In pursuance of the practice which has grown up and which you think antedated the administration of your office?—A. That is my opinion; but I have given no oral relaxations to anybody.

Q. I will ask you this question: Whether it would not be advisable to direct the suspension of the cutting of timber in contravention of the language of the contracts and prior to the approval to such contracts by the Commissioner of Indian Affairs?—A. I will answer that by saying that if these papers which have been filed by these Indians shall present such a case as to make me believe that the cutting of timber would not be to their interests, and that there are any irregularities

which are unjustifiable on the part of this agent, the suspension ought to be required.

Q. And to do you justice I am to understand you intend to make as prompt an investigation of the complaints as you can, with a view to action?—A. Yes, sir; that order was given last Thursday or Friday, a week ago.

Q. I will ask you now whether your attention has ever been called to the complaint that the contractors instead of obtaining the timber from three-fourths of the tracts allotted to each Indian in many cases cut the whole?—A. I do not recollect whether that has been so or not; I think not.

Q. The system as it appears of record in the Department, as you have already stated, contemplates that three-quarters may be cut off from the tract of each Indian, and that the other one-quarter shall remain in a compact body suitable for his domestic use?—A. Yes, sir.

Q. That provision has never been relaxed by you in any way?—A. Not that I have any recollection of.

Q. Either in writing or orally?—A. Not that I have any recollection of. If there is any such case I do not recollect it.

Q. And no impression has been made upon your mind of complaints of that nature?—A. No, sir; I have not any recollection of them, although such complaints might have been made and have escaped my recollection. But if they had been made to me, my opinion is I should have demanded to know why the rule was violated and why the timber was cut.

Q. I desire to call to your attention the possibility that that has been the result in these cases for such investigation as you may see fit to make.—A. I shall investigate that and everything else which is alleged to exist that is an irregularity.

Q. The CHAIRMAN (to Senator Blackburn). That is all I desire to ask Commissioner Atkins to-day. If you would like to ask him any questions you have the opportunity.

By Senator BLACKBURN :

Q. I want to ask you, Mr. Commissioner, whether you have made any change in the form of timber-cutting contracts since you became Commissioner of Indian Affairs?—A. If there has been any change I do not know it.

Q. You do not now recall any change which you have made?—A. No, sir; I do not. Of course it is a very difficult matter for me to know, as I said, all about these details. But I have no recollection of any deviation from the general system which was adopted before I went into that office.

Q. Well, then, do I understand you to say that so far as you can answer you are following the practices and the precedents that you found prevailing in the office in this regard as to timber contracts when you came into it?—A. So far as I believe and understand; yes, sir.

Q. I want to ask you, Mr. Commissioner, whether your purpose and your effort in this regard has been to employ the labor of the Indian to the exclusion of the white man?—A. Wherever it could be practically done.

Q. Is there any way, or are there any resources of information at your command, by which you can tell whether the cutting of timber was begun before the contract was approved by the Indian Office? I want to get the fact whether heretofore, since 1882, it has been customary for the cutting of the timber to begin in advance of the approval of the timber

contract by the Indian Office.—A. It is my understanding that that has been the case all the time. I do not state it to be an absolute fact, but I believe it is a fact.

Q. Answer me this: Tell me whether you have made any change, and if so state what it is, since you became Commissioner of Indian Affairs, in the reservations in regard to letting timber contracts in those reservations?—A. None that I know of. If any change has been made it has not been brought to my attention; at least if it has I do not recollect it.

Q. I will ask you one more question. How do the prices for timber for this present season compare with the prices of former seasons; are they lower or higher?—A. Well, I think in some instances higher, a little.

Q. Can you give me an answer as to the average of this season compared with former seasons?—A. Yes, I have a memorandum here that I think will answer that question. Of course I can not carry those things in my mind.

Q. I do not ask for details?—A. I think these facts that I have before me here are embodied in the reports of the Commissioners of Indian Affairs which I have submitted here this morning. For instance, in 1882-'83 there were 42 contracts, and the price ranged from \$5 to \$6.50 per thousand. In 1883-'84 there were 88 contracts, and the range about \$5.25 on the average. In 1884-'85 there were 76 contracts, and the average price was \$5.50. In 1885-'86 there were 178 contracts, ranging from \$4 to \$6.25 per thousand. In 1886-'87 there were 294 contracts, and they ranged from \$4.50 to \$6.50. These are the last, except those sent in which have not been approved.

Q. In regard to those which have not been sent in and not yet approved, are they above or below that general average?—A. Of those of the Valley Lumber Company, I see but one below \$5, and they range from \$4.75 (and only one at that) up to \$6.50 with the Valley Lumber Company. In regard to the Dobie & Stratton contracts—running over this hastily—I see none under \$5.50. The most of them are over \$6, some of them \$7, and one as high as \$7.75.

Q. Then the average price of these contracts furnished and unapproved as yet by the Department is higher than those of the preceding years?—A. Yes, sir.

Q. I understood you to say that these complaints about this reservation to which your attention has been called have come to you within the last week or ten days?—A. Yes, sir; you understood me to say that the complaints came last week—the most serious complaints. I have heard complaints frequently, and twice investigations have been had of that agency according to my recollection, but they proved to amount to nothing of any material consequence.

Q. These complaints have come to you before and you have ordered at least two investigations, and the reports made to your office satisfied you that the complaints were unfounded?—A. Well, they were not sufficiently serious to merit the recommendation of removal.

Q. Very well. Now, within the last week or ten days these complaints have been renewed?—A. Within less than ten days, I reckon.

Q. And the complaining Indians, I understand, got here about as soon as the complaints did?—A. They came with them, so far as I know.

Q. And on last Thursday or Friday you gave directions to have a report made and a statement prepared, in order that you may send another special agent there to make a third investigation?—A. That was

my order to the acting Commissioner and to the chief of the land division.

Senator BLACKBURN. That is all I wish to ask.

By the CHAIRMAN :

Q. The figures of timber which you have been giving are the prices in the contract to be paid the Indian for cutting and delivering the timber?—A. For cutting and banking the timber; yes, sir.

Q. Has the specific complaint ever been brought to your attention that the contractors with the Indian having executed the form of contract turn around and make a contract with him that they will cut and bank the timber?—A. Sublet it, do you mean?

Q. No; that instead of the Indian's going and banking the timber the contractor himself will do it and charge the Indian a certain price per thousand, to be deducted from the contract price?—A. That may exist, but if it does exist I do not know it, and it is not the policy of the office to allow it.

Q. But no complaint of that kind has been called to your attention?—A. No, sir; I do not think so, unless in this recent complaint; I do not know about that.

Q. If such a system had prevailed, then of course the amount that the Indian would realize would depend not upon the sum named in the contract, but altogether upon what the contractor charged him for cutting and banking the timber, would it not?—A. I presume that would be true.

Q. And if such a system existed that would be a violation of the rules and regulations of the Department and an abuse?—A. I should so regard it; I should treat it as an abuse, yes, I would. But I do not know that that has ever existed; I do not think I have ever heard of it, although I may, for what I have heard and what I have not heard in the Indian Office is something that is beyond recollection.

Q. I am only asking for your impressions. But if any considerable number of white men are on those reservations cutting timber they must cut under some such a provision with the Indian contrary to the face of the contract, must they not?—A. I will say this: If there are any white men on the reservation cutting timber, it is without the knowledge of the Indian Office and would not have been allowed.

Q. And if they are there and doing this work it must be by a modification of the formal paper contract, must it not? They do not cut the timber for the Indian and pay the Indian the same price?—A. If they are there they are in violation of the orders and in violation of what the Indian Office understands to be the contract.

Q. I understand you, by way of repetition, to say that you have endeavored rigidly and in good faith to carry out the system that you found in existence when you came in that office?—A. Yes, sir.

Q. And you have not altered it to your recollection?—A. I have not. Allow me to say there may have been changes, but I do not call them to mind. I do not know whether there have been any changes or not. It is impossible for me to know, almost, unless my attention is called to it at the time and it should make a very serious impression on my mind. I can not recollect those things.

Q. Now about the agents. Mr. Durfee was agent and he was changed and Mr. Gregory took his place?—A. Yes, sir.

Q. Did Agent Durfee resign or was he removed?—A. I do not know.

Q. Have you made changes of other officers?—A. Yes, sir; all those

officers were changed up there; that is, at Sault Ste. Marie the agent was changed and the gentleman who was agent there is now here as a member of Congress, and a man named Stevens is there now. Mr. Jennings also was appointed at the other agency in the place of some one. I do not know whether there were any removals or not; the record will tell.

Senator BLACKBURN (to the Chairman). Do you want that record?

The CHAIRMAN. I should like to have the Commissioner give all the changes, whether by resignation or removal.

By Senator BLACKBURN:

Q. One question and I am through. If any white men are engaged in this work of cutting timber on this reservation now, I understand you to say that they are there not by reason of any modification of the contract made by you, but without your knowledge or without the authority of the office?—A. So far as I know and believe.

The CHAIRMAN. Now if you will give us the original papers showing what this system was as established of record to-morrow, I should be glad to have it.

The WITNESS. I will do so if I can. I have had two or three clerks examining these records since I received your communication.

By Senator PLATT:

Q. I want to ask this question: In 1885 Dobie & Stratton, who I understand are traders at Court d'Oreille, had contracts approved for about 14,000,000 feet of lumber to be gotten off during that year. Now did it not occur to you that that was a pretty large amount to be gotten off by the Indians in one year?—A. Yes, sir, it did; and Dobie & Stratton made application to have no contracts made with anybody but them, and I refused to do it.

Q. Do you think it is a good system to allow the Indian traders to engage in these logging contracts?—A. I do not know, but any contractor we have put there has to be licensed and has to give bonds just as a licensed Indian trader does. All those persons who make contracts in regard to timber have to do so under license and bond.

Q. So that whether it be a regularly licensed trader or a contractor who is licensed to trade, the contractor pays the Indians largely in supplies, does he not?—A. Yes, sir; all contractors pay some in supplies and some in money, I think.

Q. Have you ever had any complaints from the Indians or from any one in their behalf that they were overcharged for the supplies furnished either by the contractor or the regular traders who were contractors?—A. I have no recollection of ever hearing anything of that kind.

Senator PLATT (to the Chairman). I understand, Mr. Chairman, that you have asked to have furnished whatever complaints have been submitted to the office, and a statement of what has been done in the way of investigating those complaints put in here, have you not?

The CHAIRMAN. No, I have not called for the complaints and the reports of investigating agents.

Senator PLATT. I would like what appears on the records of the office in the way of complaint and investigation and reports thereon.

The WITNESS. I said I thought there were two investigations. I know there was one, and maybe there were three.

The CHAIRMAN. I want to call your attention to an article in the Chippewa Falls Daily Independent of February 29, 1888, headed "Lumber news."

The article in question is as follows :

[From the Chippewa Falls Daily Independent.]

LUMBER NEWS.—LE DU FLAMBEAU RESERVATION.

I wish to make a few remarks through the columns of your paper. I am operating this winter on this reservation with 2 camps and employ 100 men. A. M. Sherman, of Eau Claire, has 6 camps and employs 300 men; Captain Henry, of Eau Claire, with 7 camps employing 350 men, making in all 750 men, and not one agent for the Sisters' Hospital of Chippewa Falls has called on us this year.

Every other hospital has been well represented by agents, and went away well pleased. Why is it that our hospital does not or at least has not sent out an agent in our direction?

Every one is at present doing a very thriving business at getting in logs, and if the winter holds good until April 1, the cut will not fall but 30 per cent. short.

J. T. COSGRIFF.

The select committee then adjourned until Friday, March 9, 1888, at 10.30 o'clock a. m.

WASHINGTON, D. C., *Friday, March 9, 1888.*

The select committee was called to order by the chairman (Senator Chandler) at 10.30 o'clock a. m.

Present, Messrs. Chandler, Platt, and Blackburn.

TESTIMONY OF J. D. C. ATKINS (recalled).

Hon. J. D. C. ATKINS, Commissioner of Indian Affairs, was recalled and further examined.

By the CHAIRMAN :

Q. Have you any additional papers to submit to the committee this morning?—A. I have a memorandum of facts here which I would like to submit in reply to some questions which I could not answer yesterday. Agent Durfee's term of service as Indian agent at La Pointe Agency expired, and Agent Gregory was appointed to succeed him. Mr. Andrews, the agent at Green Bay, was investigated, and was suspended for cause. No impeachment, however, of his integrity was shown. Mr. Jennings was appointed to succeed him. Mr. Allen resigned as agent at Mackinac, and Mr. Stevens was appointed to succeed him. That is in reply to questions I was asked yesterday, and which I could not at the moment answer.

Q. Were all three of the officers you have named on these Chippewa Reservations?—A. No, sir; I do not think Jennings or Stevens represented any of the Chippewas. Maj. Henry E. Hindmarsh, who is present this morning, is the clerk in charge of the timber department in my office. It may be that he can furnish the committee with information upon the subject which I do not possess.

You also asked me yesterday a question which I was not entirely able to answer. You asked me if there was any difference between this form of contract and the one under which contracts were made before my appointment to the position I hold, and I told you that I thought it was the same thing, and if there was any difference I did not know it. However, when I returned to the office I found that I had amended it at some time by inserting these words, "and shall not be assigned or sublet under penalty of annulment thereof." So that the whole clause reads: "This contract shall be valid and binding only after having the ap-

proval indorsed thereupon of the United States Indian agent in charge of the above-named reservation and the honorable Commissioner of Indian Affairs, and shall not be assigned or sublet under penalty of annulment thereof."

Q. The last clause was your addition?—A. Yes, sir; the words I refer to.

Q. When was that made?—A. I do not know whether it was made one or two years ago. Perhaps Mr. Hindmarsh can tell.

Mr. HINDMARSH. I can not remember when it was made, but I have the most positive recollection that it was made during the present Commissioner's time.

The WITNESS. I wish to state that in response to your request, I expected to call to-morrow and bring all those papers you asked for, but I found it was a physical clerical impossibility to do it. I am making up all the papers which bear on the case which involve any principle or involve any facts. There is a vast amount of correspondence, and, as a matter of course, mere details which would not amount to anything. But all matters which involve facts or principles I can get in time; but it will take time to get up such as you want. In the papers I brought yesterday I included what I supposed contained any material fact or material principle. There may be some few papers that I did not bring in yesterday that have been prepared and sent out since I came in, and if so, I will bring them too when I bring the others.

Q. In view of your statement just made I will ask you to expedite one or two special papers which were asked for. First, the list of contracts between the date of those which are in possession of the committee and the list furnished by you yesterday; and, also, any communication from your predecessor, showing the system of timber contracts and constituting rules and regulations for making them. Please furnish those, if you can, without delay.—A. I will, as soon as I can.

Q. I will ask you if you have taken any other action on the complaints of the Indians now in town, except what you stated yesterday?—A. The only action I have taken is this: This morning I telegraphed Agent Gregory to know whether there are any white men cutting timber on any reservation under his charge, and if so, by what authority.

Q. Will you furnish the committee with the answer you may receive to that telegram as soon as received?—A. I will, with pleasure, because if he is employing any white men on the reservation other than a mere teamster, cook, or somebody of that sort that is usually there, he is doing it without any authority from the Indian Office, and without its knowledge.

I telegraphed him another thing which bears on timber matters. There was a contract between an Indian called Penquiosh and a man named Thayer, and I decided that Penquiosh was entitled to the land. It was referred to the Secretary of the Interior, and in the last day or so he has decided the question confirming my decision. In the mean time there was a contest between those parties. The widow of Penquiosh is making a contract with certain parties to cut timber, and this other claimant, Thayer, was making the contract with parties to cut timber, and they are both cutting timber, and finding that out last week or ten days ago, I telegraphed to Agent Gregory to suspend the cutting on that 80 acres, on both sides, until this question of title could be determined. The question of title was determined yesterday or the day before. I learned of it yesterday afternoon, and this morning I telegraphed

Agent Gregory to allow the contract with the widow of Penquiosh to go on and to suspend the other. That is all.

Q. Please also submit, if you can find it, the language which defined the extent to which white men might aid in the logging operations.—A. You will find that in Commissioner Price's report, read yesterday.

Q. I want the first trace of it.—A. That is about the first trace of it, I think. I am obliged to you for allowing me to make this statement about it, and I should remain here in the committee room to-day and hear what is said, for I want to know what is going on as far as I can, but I have to meet the subcommittee of the Depredations Committee, and therefore I can not remain.

Senator BLACKBURN. I do not want to break in upon any order, Mr. Chairman, which you may have established in the presentation of proofs of facts in this matter, but there were some questions that I wanted to ask the Commissioner that I may as well ask of Major Hindmarsh, if it will not interfere with you or your programme, and have him answer them now.

The CHAIRMAN. Unless very material it will, because there are witnesses here from a distance. Some of these Indians I want to examine; there are three here now; I do not want to keep them here unnecessarily.

Senator BLACKBURN. Then I will ask the Commissioner if he can spare me ten or fifteen minutes, as the facts seem to belong right here.

The CHAIRMAN. Do you wish to examine in respect to special points connected with this matter?

Senator BLACKBURN. I do.

The CHAIRMAN. It is immaterial to me, then, whether you examine the Commissioner or Major Hindmarsh on the points.

Senator BLACKBURN. If Major Hindmarsh will be sworn I will ask him.

TESTIMONY OF HENRY E. HINDMARSH.

HENRY E. HINDMARSH, of the Land Division, Office of Indian Affairs, was then duly sworn by the chairman and interrogated as follows:

By Senator BLACKBURN:

Q. How long have you been in the position which you now hold in the Indian Office of the Interior Department?—A. I entered the office the 1st day of May, 1879.

Q. Have you held the same position since that time?—A. No, sir; not the same position, but I have been in the same division, doing the same work. I have been promoted on three or four occasions during that time.

Q. Where did you get your title of major; were you in the military service of the country?—A. Yes, sir; I was.

Q. On which side?—A. On the Union side. I was first lieutenant and adjutant of the Ninety-fifth Pennsylvania Volunteers, and brevetted captain and major.

By the CHAIRMAN:

Q. What was your place of residence in Pennsylvania?—A. Philadelphia.

By Senator BLACKBURN:

Q. What is the position which you hold in the Indian Office now?—A. I am a fourth-class clerk in the land division of the Office of Indian Affairs.

Q. And what are your peculiar duties?—A. They are chiefly in connection with legal matters belonging to the Indian division. The land division has charge in the first instance of all land matters connected with the Indian service, the lands of the Indians, all matters arising out of their lands, whether with regard to timber, trespassing, contracts, or anything else that may come out of lands. But my duties more especially since I have been there have been in connection with legal matters arising out of their lands, railroad matters, timber matters, trespassing matters, and Indian Territory business, contracts, and a variety of miscellaneous matters that I could not mention.

Q. What I wanted to ask is this: In reference to this practice, if there be such a practice, of cutting timber under contract before those contracts have been approved by the Commissioner of Indian Affairs, I want to know whether that practice prevails to-day and whether it has prevailed heretofore?—A. Yes, sir; it has, certainly so far as these particular reservations are concerned.

Q. I am speaking of the reservations in question here. I want to know whether timber has been cut heretofore under contracts before they were approved by the Commissioner of Indian Affairs.—A. Yes, sir; since the inception of the present system.

Q. Has that been the exception, or has it been the rule?—A. It has been the rule so far as these reservations are concerned. I have but little to do with timber matters outside of these reservations, but these matters I have to do with.

Q. I am only speaking of these reservations.—A. Yes, sir; it is so.

Q. I want to ask you if there has been any material change in the form of the contracts under which timber-cutting has gone on in these reservations since you have been in the Indian Office?—A. No, sir; not anything more than the exception mentioned by the Commissioner, where these words were inserted, "and shall not be assigned or sublet under penalty of annulment." That is the only material change. There is an addition usually made in those contracts and generally put in in writing, and that has been the case since Commissioner Price's time. That was recalled to my recollection yesterday by looking over the papers; that these Indians, the majority of them, had to be supplied with camp outfits, sleds, tools, provisions, and so forth, and teams, and there has been a clause generally interpolated in writing this agreement that until the contract is filled the sleds, tools, etc., shall be subject to, or in other words that the contractor shall have, a lien on those things until the timber is supplied. That is the only addition which has been made, and the modification or change is in those provisions against subletting or assignment; that is the only change according to my recollection. This thing has been going on over five years and I cannot carry everything in my head, but when I come to go over the papers it will refresh me. There may be something else, but I am quite sure there is no other change but what I have stated.

Q. I believe I will ask you this question: State to the committee what, if any, material change of policy has been adopted by this administration of the office in the matter of these timber contracts as to these reservations different from what prevailed before?—A. No change whatever that I know of.

By the CHAIRMAN:

Q. Do you prepare all the correspondence to be signed by the Commissioner concerning timber contracts?—A. I think that every letter

in connection with this timber business has been prepared by me, unless it was something when I have been away.

Q. When did Commissioner Price cease to be Commissioner and General Atkins succeed him?—A. In March, 1885.

Commissioner ATKINS. The 26th of March, 1885.

Q. Can you state from recollection how many contracts have been made with the Indians on these reservations for timber prior to that date?

The WITNESS. Prior to March, 1885?

The CHAIRMAN. Yes. Have you any general statement?

A. No, sir. I started to make a rough statement this morning. In 1882-'83 there were forty-two contracts made in respect to the Court d'Oreille, Bad River, and Red Cliff reservations, but that was the first season.

Q. For what winter?—A. For 1882-'83.

Senator BLACKBURN. That was the first time there were any contracts.

Q. And the next season?—A. The season of 1883-'84 there were eighty-eight contracts made. The season of 1884-'85 there were seventy-six contracts made, and that is the termination of Commissioner Price's administration.

Q. Now I understand you to say that under these contracts the cutting commenced before the contracts were approved by Commissioner Price?—A. Yes, sir; I presume it has been so throughout, for the reason that the contracts never arrived at the office until very late in the season; the season would be half way through before we would get the contracts.

Q. And you infer that the cutting had commenced from the delay in receiving the contracts?—A. Yes, sir.

Q. Have you any other reason to believe with reference to those contracts which you have just mentioned that the cutting commenced before they were approved except the delay in receiving the contracts at the office?—A. Yes, sir; I think it appears in the correspondence; I think it does. You see, as I understand it, the logging season commences in August or September really out there, and they have to begin to cut roads and make preparations and all that sort of thing. Agent Gregory had seven reservations altogether under his charge at different points, and at two or three of those logging operations were going on, and I always supposed there was some delay in getting the contracts forwarded to the agent, and then some delay in comparing them with the allotments, and all that sort of thing, which accounted for their delay in reaching the office.

Q. When do you understand in the course of an ordinary season the actual cutting and felling of trees commences; not in August, certainly?—A. No, not in August; it does not begin then; but they have to make these preparations before the snow falls.

Q. When do you understand the loggers go into the woods and begin to fell the trees?—A. I have always supposed somewhere in the month of November; but I do not know that I have any particular data to go by. I never have been up there, and know nothing about logging matters.

Q. Will you examine the records and see when these batches of three lots of contracts which you have given reached the office?—A. Yes, sir; I could tell that without any trouble.

Q. Does the long table which was produced yesterday, and which has been resubmitted to the Commissioner, state the date of approval

of each contract?—A. Yes, it does; but then the date of the approval would not be the date at which they reached the office, because it is no easy matter to take up a great batch of contracts and give them a thorough examination at once; they would probably get somewhat mixed.

Q. Therefore I will ask you to ascertain in these cases when they did reach the office and when the other contracts reached the office since that time, if Senator Blackburn desires it, and be prepared to make that statement; what various batches of contracts have reached the Commissioner's office since 1882, which you may do by making a memorandum on the statement already prepared.—A. The bulk of the contracts usually come at one time, and there would be scattering contracts coming along from time to time.

The CHAIRMAN. You may state on the margin of the rolls already furnished those dates, as near as you can ascertain them.

Senator BLACKBURN. Including those which have not yet been approved.

The WITNESS. Those which have not been acted upon and could not in the ordinary course of business be acted upon for weeks.

Q. Those were received when?—A. They were received the early part of this month; Agent Gregory's letters, I think, were dated on the 28th of February.

Commissioner ATKINS. The record shows they were received on the 25th and 28th of February.

Senator BLACKBURN. That may be the date; but the question is as to their reception, which of course would be of later date.

Commissioner ATKINS. They are marked here, "Submitted February 25" and "Submitted February 28."

Q. Was Mr. Durfee the Indian agent when all the contracts were made under Commissioner Price?—A. Yes, sir; Mr. Durfee was there at the commencement of this enterprise, and continued there until March, 1885, when he was succeeded by Mr. Gregory.

Senator BLACKBURN. You mean from 1882?

The WITNESS. Yes, sir; he was there when they commenced.

Commissioner ATKINS. I desire to ask Major Hindmarsh a question right there.

The CHAIRMAN. You may do so.

Commissioner ATKINS. I want to ask Major Hindmarsh if any authority, in any manner that he is cognizant of, has been given to Agent Gregory to allow white men to go there and cut timber?

The WITNESS. No, sir.

Commissioner ATKINS. Perhaps I ought to state with regard to this form of contract here—I stated that that was the only amendment that I had made to it and the only difference there was. That was my understanding of it. Major Hindmarsh says now there was some little change—

The WITNESS. That was in Commissioner Price's time.

Commissioner ATKINS. I wanted to bring to the attention of the committee that I was speaking of the form of the contract, and that I went by what was told me in the office. Of course I do not know outside of what is told me.

The WITNESS. I did not recall that until last night when I was going over the papers.

TESTIMONY OF JOHN C. CURRAN.

JOHN C. CURRAN, having been duly sworn by the chairman, was interrogated as follows:

By the CHAIRMAN:

Q. You live in Rhinelander, Wis. ?—A. Yes, sir; I do.

Q. What is your business?—A. Farming and lumbering.

Q. How far is Rhinelander from the Flambeau Reservation?—A. About 40 miles.

Q. Did you come to Washington with the delegation of Chippewa Indians now in the city?—A. Yes, sir.

Q. In what capacity did you come?—A. I came with them to help them get here and to furnish them with some money to come here with.

Q. Did you come as their friend merely?—A. Yes, merely as their friend.

Q. Have you ever been on the Flambeau Reservation?—A. I have.

Q. Have you done any lumbering on the reservation?—A. No, sir.

Q. Have you any money interest in this question except what you have already stated?—A. No, sir.

Q. You may state the first time you went on the Flambeau Reservation since the cutting of timber under Indian contracts commenced?—A. I was there about a year ago the middle of last February.

Q. February, 1887?—A. Yes, sir.

Q. Is there a village on the reservation?—A. Yes, sir.

Q. About how large?—A. It is not large; probably there are fifty or sixty houses, or somewhere along there.

Q. What is the population of the whole reservation?—A. I understand when they are all there there are about 750 who belong on that reservation?

Q. Do they live mainly at this village?—A. No, sir; they generally hunt and fish and trap.

Q. Where are their homes; at this village?—A. No, sir; scattered about on the reservation, and some are outside of the reservation.

Q. How large is the reservation?—A. I understand it is equal to three townships.

Q. Three townships of six miles square?—A. Yes, sir.

Q. Is there any other village besides the one you have mentioned on the reservation?—A. No, sir; not that I know of.

Q. What is it called?—A. Flambeau Reservation.

Q. Is there a post-office there?—A. No, sir.

Q. You may state whether you saw timber banked on the reservation when you were there a year ago in February.—A. I did.

Q. State, if you know, who the contractors were.—A. Sherman Brothers were one of the parties, and C. H. Henry was another party.

Q. The one you call Cap. Henry?—A. Yes, sir.

Q. Do you remember how many camps the Sherman Brothers had?—A. I think they had three camps.

Q. And how many lumbermen did you see at work for Sherman Brothers?—A. I did not see a great many at work; I did not go through their works much; but I saw them hauling logs and banking them.

Q. Did you see enough of the work of Sherman Brothers, or the work under their contracts, to be able to form a judgment as to how many

men were working for them?—A. I could not say unless it was what I heard others tell.

Q. From whom did you hear it?—A. I heard it from the Indians that were there.

Q. From conversation with the Indians?—A. Yes, sir.

Q. You may state, if you please, what your judgment is as to the number of men that were working for Sherman Brothers.—A. From what I understood they had somewhere between ninety and one hundred men.

Q. And how many were Indians and how many white men.—A. The Indians told me there was at that time about ten Indians to work; somewhere from ten to fifteen, or along there.

Q. And that the rest were white men?—A. Yes, sir.

Q. Did you see white men whom you understood to be at work for Sherman Brothers?

Senator BLACKBURN. I do not intend to make any point as to the hearsay character of the testimony.

The CHAIRMAN. This is only for getting sources of information, that is all.

Senator BLACKBURN. I agree to that.

Q. Did you see white men at work for Sherman Bros., as you understood?—A. Yes, sir.

Q. State about Captain Henry; how many camps had he?—A. He had one camp that I saw; I think he had no other.

Q. You visited that camp?—A. Yes, sir.

Q. Did you see men at work there?—A. I did.

Q. How many men did he appear to have?—A. I think he had thirty-five or thirty-six men at work, as near as I could get at it.

Q. What proportion were Indians?—A. I think nearly half of them were Indians, as near as I can remember.

Q. Were they actively engaged in cutting and hauling timber?—A. Yes, sir; they were.

Q. You may state whether you had any conversation at that time with Captain Henry.

The WITNESS. In regard to cutting timber?

The CHAIRMAN. Yes, in regard to cutting timber and his timber contracts.

A. I do not think I did at that time—that year.

Q. What kind of timber was being cut?—A. What I saw was white pine and Norway.

Q. All pine?—A. Yes, sir.

Q. When were you there next?—A. I was there again last August.

Q. This last August?—A. Yes, sir.

Q. Have you been there since?—A. I was there again the first of February.

Q. You were there in August, 1887, and in February, 1888?—A. Yes, sir.

Q. State what contractors were getting out timber at this visit in 1888?—A. I understood that Sherman Bros. were at work there again this year, also this Captain Henry and another party by the name of Cosgrove.

Q. Now with reference to Sherman Bros.; did you visit their camp at this time?—A. I did not.

Q. Did you learn anything about the work they were doing?—A. I asked some of the Indians about their work.

Q. Did you see any persons engaged under Sherman Bros.' contracts at this time?—A. No, sir; I did not.

Q. If you conversed with Indians you may state generally what you learned about Sherman Bros.' operations, whether logging was going on under contracts with them or not?—A. Yes, sir; I understood from the Indians on the reservation they had contracts for cutting timber and hauling it.

Q. Did you undertake to learn from the Indians the proportion of whites and Indians then at work?—A. I did.

Q. What did you learn from them?—A. I understood that they did not have more than two or three Indians to work for them.

Senator BLACKBURN. I expect I may as well ask that the stenographer make a note of my objection to this hearsay testimony.

The CHAIRMAN. And I will state that it is for the purpose of ascertaining sources of information.

Senator BLACKBURN. I do not, of course, mean to stop you from pursuing the inquiry.

The CHAIRMAN (to the witness). Now, with reference to the Henry contracts, did you go to his camps?—A. I did not.

Q. Did you see him?—A. I did.

Q. What did you learn from him about work being done under his contracts this year—as to the extent of his operations and the men who worked for him?—A. I understood him to say that he had six camps on the reservation and that he had somewhere about 30 men in a camp.

Q. Which would make about 180 men?—A. Yes, sir; somewhere along there.

Q. Did he tell you what proportion were Indians and what proportion were white men?—A. He did not tell me and I did not ask him.

Q. Did you learn from any source?—A. The Indians on the reservation told me that he had but very few Indians.

Q. Did you see any logging operations going on on this visit in February?—A. No, sir.

Q. Where did you go?—A. Only to the little village.

Q. All that you learned then was from inquiries?—A. Yes, sir; that is all.

Q. Did you see many people at the village?

The WITNESS. White people?

The CHAIRMAN. Yes.

The WITNESS. Yes, sir; I saw quite a number of white people.

Q. Will you state whether the men engaged in logging came into the village at nights or staid in camps distributed over the reservation?—A. They are distributed around over the reservation in camps. There are some white men living in the village also.

Q. What can you state about Cosgrove's contract?—A. I did not learn anything about his contract?

Q. You learned no details of his contract?—A. No, sir; I did not.

Q. Referring to your conversation with Captain Henry, did you learn from him the amount of his contracts and how much timber he expected to get out this winter?—A. I understood him to say that he calculated to get in somewhere about 20,000,000 feet.

Q. Did you have a conversation with him about the nature of his contracts with the Indians?—A. No, sir; I did not.

Q. Did you understand from what you saw, or from Captain Henry's statements, that he himself was doing the lumbering and employing these men, or that the Indians were?—A. I did not inquire into that part of it.

Q. And do you know of your own knowledge, or from information given you on the reservation, whether the Indians were themselves going on and getting out this timber and delivering it to the contractors according to the contracts, or whether the contractors were doing it for the Indians?—A. I understood from Captain Henry—

Q. From conversation of Captain Henry with you?—A. Yes, sir.

Q. You may state what he said.—A. I understood him to say that he was putting in the logs for the Indians; that he was to cut them and haul the logs on the bank.

Q. That he was drawing the logs to the bank or that the Indians were doing it?—A. That he was drawing the logs to the bank.

Q. You understood the nature of the contracts that were made with the Indians, that the Indians agreed to cut and deliver the timber on the bank; you understood the form of the contract?—A. I understood only from hearsay.

Q. But you had understood that?—A. I understood how it should be done from other parties; I never saw one of those contracts.

Q. But you understood that in all cases the Indian making the contract was to cut and deliver the timber?—A. I did.

Q. And you understood from Captain Henry that he had what understanding with the Indians as to the way the work should be done?—A. That he furnished the teams, men, and provisions and was to bank the logs.

Q. Himself?—A. Yes, sir.

Q. Did the Indians work for him?—A. The Indians were to work for him.

Q. How did you understand he paid the Indians who worked for him?—A. I understood that he paid them just the same as he would a white man.

Q. And then in settling with them under the contracts how did he settle?—A. Well, I understood him to say that he generally guaranteed the Indians so much per thousand net for the timber.

Q. That is what I wanted to get at. Did you understand that this winter or last winter?—A. This winter.

Q. You understood that when he settled with the Indians he credited them with the amount mentioned in the contracts, and charged them with the expense of banking the logs?—A. That is the way I understood it.

Q. And that he also paid them the value of their labor the same as he paid any other labor?—A. Yes, sir.

Q. You may state whether you saw either last winter or this winter tracts of land which had been cut over or cleared.—A. I did. I supposed they had been cleared or they were clearing them then.

Q. Did you discover the way in which they were cleared; whether each 80-acre lot had three-quarters cut over and one-quarter left with the timber on it?—A. I did not examine it.

Q. Can you state anything on that subject?—A. No, sir; only from hearsay.

The CHAIRMAN. That is all.

By Senator BLACKBURN:

Q. Tell me, do you know Sherman Brothers?—A: I do not.

Q. Did you ever meet them?—A. I do not think I ever did, that I know of.

Q. Where are they from?—A. I think they are from Eau Claire; I do not know that.

- Q. Your own State?—A. Yes, sir.
- Q. How long have they been there?—A. I do not know that either.
- Q. You do not know how long they have been operating there in this line of cutting timber on the reservation?—A. I understand a year ago was the first cutting they had done there.
- Q. Do you know where they came there from?—A. No, sir.
- Q. You say you had no business engagements on that reservation?—A. No, sir.
- Q. And never did have?—A. No, sir; I never did have.
- Q. What took you over there on this visit of yours?—A. I went by request of the Indians.
- Q. Are you in any Indian's employ?—A. No, sir; I was not at that time.
- Q. Are you now?—A. No, sir.
- Q. Were you ever?—A. Never.
- Q. You never have been in their employ?—A. No, sir; I never have been.
- Q. They asked you to go?—A. They did.
- Q. For what purpose?—A. They asked me to assist them, and to talk matters over about coming here to straighten up their matters with the Government.
- Q. What was it that induced you to leave your business and advance money to these protesting Indians to come on here to Washington?—A. Nothing more than friendship.
- Q. You are not an Indian yourself?—A. No, sir; no Indian blood.
- Q. You are not related to any of that tribe?—A. No, sir.
- Q. Were you under any peculiar obligations to the Chippewa Indians?—A. No, sir; nothing any more than friendship. I have been with them for over thirty years. I used to trade with them in former years, fifteen or twenty years ago, and we have always been friends.
- Q. You are paying your own expenses here?—A. Yes, sir.
- Q. And theirs too?—A. Yes, sir; so far.
- Senator BLACKBURN. I believe that is all.

TESTIMONY OF JAMES I. COFFEY.

JAMES I. COFFEY, having been duly sworn by the chairman, was interrogated as follows:

By the CHAIRMAN:

- Q. Where do you live?—A. For the past six months at Moose Lake, between Moose Lake and Cloquet, on the Indian reservation.
- Q. On which reservation?—A. On the Fond du Lac Reservation, and previous to that, from along in last January, I lived on the Fond du Lac Reservation.
- Q. Were you entitled to the allotment on the Fond du Lac Reservation?—A. Yes, sir.
- Q. When did you first go up there?—A. The first of last January a year ago.
- Q. In January, 1887?—A. Yes, sir.
- Q. Was some land allotted to you?—A. Yes, sir.
- Q. Under the treaty?—A. Yes, sir; under the treaty.
- Q. Has your land been re-allotted under the severalty act?—A. I have filed a claim under the act of February, 1887.
- Q. But the land has not been allotted?—A. The land has been granted me through the council with the Indians.

Q. But has not been confirmed, the allotment has not been, by the Indian Office?—A. I do not know that.

Q. Has it been reported by the agent?—A. It was taken by the agent; I do not know whether it has been reported by him or not.

Q. You may state when you went there to the reservation in January, 1887, what contractors were logging on the reservation?—A. Hynes was the only one I know of.

Q. Give his full name, if you please.—A. Patrick Hynes.

Q. Was he the only contractor there then?—A. He was the only one I know of at that time.

Q. Did you see his camps?—A. Well, a year ago this winter the Indians started to put in their own timber, to cut and bank it themselves, and deliver it on the bank of the river, with the understanding that Hynes would buy it from them and pay them for it.

Q. Under the contracts?—A. Yes, sir.

Q. State about how many Indians made contracts that winter, if you have knowledge.—A. I could not state positively how many, but there was quite a number.

Q. State as near as you can judge, or state what you understood about it.—A. I should judge there was not less than 18 or 19.

Q. And those contracts would, if carried out, produce about how many million feet of lumber?—A. I could not tell you how many million feet, because I am not an accurate estimator of timber. But I understood from the farmer, the man who kept Hynes's books—

Q. What was his name?—A. E. L. Rose. He was acting as farmer for the Indians and was paid by the Government, and he was also acting as book-keeper for Hynes.

Q. What did he tell you?

Senator BLACKBURN. Will the stenographer just make another note of this, as this is a new witness, that I object to this testimony as incompetent, and let it go on.

The CHAIRMAN. Note, also, that the chairman stated that it was for the purpose of ascertaining sources of information.

Q. Now, what did Farmer Rose tell you?—A. He told me there was about 17,000,000 feet of logs cut off that reservation during that winter. He told me this in April, 1887, just about the time they were through cutting.

Q. When you were there what did you see going on? A. I saw timber being cut and hauled.

Q. Was that done by Indians?—A. By Indians and white men.

Q. Can you state about how many men you think, both Indians and white men, were at work there that spring?—A. I did not go all over the logging operations. I went to two or three camps, and from what I saw myself I should judge there was about between fifty and sixty white men and about ten Indians; that is what I saw myself.

Q. Did you understand that the white men were all at work for the Indians; had been employed by the Indians?—A. Yes; that they had been employed by the Indians on the recommendation of Hynes.

Q. Did you receive any information from any source that Hynes guaranteed stumpage, so much stumpage to the Indians, or that the contracts should net them so much?—A. Not particularly that.

Q. What information did you receive to show the way the contract was carried out?—A. I understood that Hynes bought the timber from the Indians for \$5 a thousand, banked on the river, and that the Indians were to bank the timber themselves; that Hynes was to supply the Indians with camp outfits, supplies, and everything of that kind, and

it was to be charged up to them and the expense of supplying them to be taken out of this \$5.

Q. What they had was to be charged up to them?—A. Yes, sir; and of course Hynes would pay all the men and everything of that kind.

Q. Now you may state whether you have been on the reservation this winter.—A. Yes, sir.

Q. How much have you been there this winter; when did you go, and how long did you stay?—A. I have been there several times, all the way from three or four days up to two or three weeks.

Q. From what place did you go?—A. From Moose Lake.

Q. How far is Moose Lake from the reservation?—A. About 28 or 30 miles.

Q. Does the railroad run through the reservation?—A. There is a railroad which runs through the reservation, the Northern Pacific road, and when we go to Cloquet we take the Saint Paul and Duluth road.

Q. The Fond du Lac Reservation is directly west from Ashland, is it not?—A. It is about northwest—perhaps a little north of west from Ashland.

Q. And about how far?—A. I should judge about 85 or 90 miles.

Q. How far is it from Duluth?—A. It is about 30 miles from Duluth.

Q. In what direction?—A. It is northwest from Duluth.

Q. State what contractors had logging contracts on the reservation this winter?—A. I understood that Hynes was the principal contractor on the reservation this winter, and I know Mr. A. M. Gowan was another contractor employed by the C. N. Nelson Lumber Company.

Q. Did you understand that any others had contracts on the reservation this winter?—A. No, sir.

Q. Hynes and Gowan were the only ones?—A. Yes, sir.

Q. Did you understand that Gowan's contract was of any size or amount?—A. He showed me a list of the number of contracts—a list of the names of parties with whom he had contracts—Gowan did, and I think there was near about eighteen, nineteen, or twenty.

Q. Did he tell you how much timber his contracts covered?—A. No, sir; he did not.

Q. Did you see anybody at work for Gowan?—A. Yes, sir.

Q. How many men did he have employed?—A. I have seen about twenty or thirty.

Q. Were they Indians or whites, or in what proportion?—A. They were all white men.

Q. Did you have any conversation with him about his contracts with the Indians or the methods in which he was doing business?—A. No; not any further than that he tried to get me to help him in securing contracts with the Indians.

Q. State what you learned about the number of Hynes's contracts, the work he is doing, and the men employed by him?—A. I understand from the Indians that nearly all the men who are at work for him are white men, and that one man in particular—

Q. One Indian?—A. Yes, sir.

Q. State his name.—A. Frank Doquette; he told me that his wife had sold her timber to Hynes and that she had agreed to bank the timber on the river herself or have it banked, and time passed on and Doquette found out that his wife's timber was being cut and hauled away without her giving any contract to anybody to do it—to cut the timber—and that she had agreed to bank her timber on the river, and that the timber was being cut and hauled to the railroad and loaded on cars and taken away.

Q. By whom did he say?—A. He told me it was Hynes who was doing it. But Hynes has got two men in the woods there and in the reservation that are running camps—one of them is named Saunders and the other one I forget his name—and those two men are doing all the cutting and managing the lumber operations.

Q. They are superintending it?—A. Yes, sir.

Q. Now, about their help; who was at work for those Indians, white men or Indians, or both, and in what proportion?—A. All the Indians told me that white men principally are doing all the cutting. There ain't over fifteen Indians or somewhere in that neighborhood to work on the reservation.

Q. Out of what number of men employed by Hynes?—A. I could not state exactly. Perhaps there might be 150 or 200 men working.

Q. Did you learn that from observation or from what the Indians told you?—A. From what the Indians told me those lands are being cut.

Q. Have you seen any men there this winter at work logging?

The WITNESS. On Hynes's logging operations?

The CHAIRMAN. Yes.

The WITNESS. No, sir.

Q. You have not been at his camps?—A. No, sir; I have not.

Q. And what you know about the lumbering now being done under Hynes's contracts is from the statements of the Indians?—A. Yes, sir; the statements of Indians who have contracted with Hynes.

Q. Are there any Indians now in town who have had contracts with Hynes?—A. I could not say positively; there might be, but I could not say.

Q. How many Indians are there in town from the Fond du Lac Reservation?—A. There are three besides myself.

Q. Will you give their names?—A. One is Sang-gha-ah-me-goos, his English name is Mike Diver; and another one's name is In-de-bense, and his English name is Jake Papeau.

Q. Do they both speak English intelligibly?—A. No, sir. Another one is named Ma-dwa-yaw-sang. He has no English name except they sometimes call him John.

Q. As to all these you have named, they do not speak English intelligibly?—A. No, sir.

Q. Are you an interpreter?—A. Yes, sir; I am interpreter and spokesman for the tribe.

Q. In what capacity did you come with these Indians of the Fond du Lac Reservation and others to Washington?—A. I came at the request of the Indians as spokesman for the Fond du Lac Indians and interpreter for the rest.

Q. You may state whether or not you were with these Indians when they made their complaints to the Commissioner of Indian Affairs?—A. Yes, sir; I was.

Q. To whom have they made complaints, if to any one else, besides the Commissioner?—A. I do not know of any one else, unless it is to the President, and to him they did not make any complaint in detail.

Q. They had an interview with him?—A. Yes, sir.

Q. State whether or not you submitted written complaints.—A. Yes, sir; we did.

Q. Was the paper you handed me last night, and which I now hand you, a copy of the complaint which was submitted to them?—A. Yes, sir; that was a copy of what was submitted.

Q. This is addressed to the Secretary of the Interior; what was done with the original of this?—A. It was filed with the Indian Commissioner.

Q. And was the original dated January 26, 1888, as this copy is?—

A. Yes, sir.

The CHAIRMAN. This is a rough copy and I will not put it in now. The original is with Commissioner Atkins, but this can be used to examine the witness with.

Q. I wish to ask you whether or not one of the complaints that was made was with reference to an investigation that was made September 6, 1887, by an Indian agent or inspector named Morris Thomas?—A. Yes, sir; but the name of the man who came up there and that made this investigation was Thompson, or he was introduced to the Indians as Mr. Thompson.

Q. I will ask you whether this complaint which was lodged in writing was in your handwriting and written by you?

The WITNESS. The original?

The CHAIRMAN. Yes.

The WITNESS. Yes, sir.

Q. And this is your copy?—A. Yes, sir.

Q. Indeed, this is your original draught from which the copy was made?—A. Yes, sir.

Q. You say the agent was introduced to you as Mr. Thompson?—A. He was introduced to the Indians as Mr. Thompson.

Q. But I will state to you that I understand, as a matter of fact, that his name was Morris Thomas. Now, you may describe briefly what took place on his investigation. In the first place, state whether or not written complaints had been previously made by the Indians to the Department at Washington on which he came there.—A. Yes, sir. We wrote a complaint dated about April 16, 1887, and sent a copy of the complaint to the Secretary of the Interior, and also a copy to the President, in reference to the manner that logging operations had been conducted on the reservation. I do not remember now exactly what the complaint did have in it; but the following September, about the 6th of September, Agent Gregory came to Cloquet.

Q. On the train?—A. Yes, sir; they arrived about 9 o'clock in the morning, either 9 or 9.30.

Q. Agent Gregory and another man?—A. Yes, sir.

Q. How did he introduce this gentleman; as an agent of the Department?—A. I will tell you. They went to McKenna's hotel and Page's store; it was about half an hour or an hour after they arrived when Mr. Gregory told the Indians that he would be on the reservation about 2 o'clock that afternoon to hold a council with the Indians. So the Indians prepared themselves and were at the council about 2 o'clock.

Q. How far is the reservation from Cloquet?—A. About a mile and a half.

Q. How many Indians assembled?—A. I should judge there were about 50 or 60, or somewhere in that neighborhood. Mr. Gregory and this other gentleman who came upon the reservation went to the Indian school-house—

Q. Was it out of doors or indoors?—A. They went indoors at first, but they found it was too close in the house, and so they moved all the tables and chairs outside and held a council outside. Then Mr. Gregory introduced this gentleman as Mr. Thompson, who was sent here from Washington. So Mr. Thomas, or Mr. Thompson, got up and made a few remarks, and he pulled a paper out of his pocket—I think it was in his pocket-book that he had it—and from what I could see of the paper I recognized it to be the complaint they had sent in dated April 6. Our old chief was there present, named Nah-gon-ub. He took this

paper and showed it to the old man. The old man did not take it in his hand, but he held it out and asked the old man if he ever saw that paper, and the old man can not see very far, and he put his hands up to his forehead and said he did not know. So he unfolded the paper—it was folded up, just folded once, in that way—and there were signatures to it there, and he asked the old man if he ever signed that paper, and the old man of course could not see that far, and he said he did not know. The old man's son was standing by his side and he told his father that that was the paper that they sent to Washington making their complaint; that that was the paper they signed in April. Then the old man remembered it right off and said yes, he had signed the paper. Then other witnesses were called up, Indians that did not know much about matters on the reservation. Anyhow, they did not take enough interest in it to look them up, and of course consequently—

Q. Who examined those other Indians?—This gentleman, Mr. Thomas, or Mr. Thompson, and Mr. Gregory took the notes of the investigation.

Q. What did Mr. Gregory have, a book, or what; pencil, paper, or ink?—A. He had a paper and pencil.

Q. And wrote on a table?—A. Yes, sir.

Q. Mr. Gregory took the notes?—A. Yes, sir. There were several witnesses there examined that were not of much importance, but there was one witness brought up who testified in a straightforward manner how he had been used. He knew more than these others who had been examined.

Q. What was his name?—A. Joe Frank. He went on to state how he believed that he was misused and overcharged for supplies that he had got, and everything of that kind, and how Hynes came up there and, as he believed, misled the Indians by making them believe that he had authority to come up there and buy their timber and exclude everybody else, and he went on to testify about that; and so as soon as Mr. Thomas found out that Joe Frank's testimony was bearing directly against Hynes, the man who was buying the timber there, he went to work and turned right around and asked Joe Frank if he had ever brought any whisky on the reservation—just as much as to try and intimidate him, and I think that was his object.

Q. You mean that he changed the subject?

Senator BLACKBURN. I am not objecting to any of the witness' presumptions; he says that he presumes it was to intimidate him.

Q. But he proceeded to examine him about the whisky?—A. Yes, sir; about the whisky. Joe Frank was testifying straight about what he knew, and when he got that far Mr. Thomas turned right around and changed the subject and asked him if he ever brought whisky on the reservation.

Q. Did that end Frank's examination?—A. Yes, sir.

By Senator BLACKBURN:

Q. What did Frank say about the whisky business?—A. He said yes, that he had; and they went on and asked him in what manner, and he said that his wife was sick and he went down and got some whisky from the drug store to mix it with some medicine. He said that was the only time he ever got it.

By the CHAIRMAN:

Q. Did that end Frank's examination?—A. Yes, sir.

Q. How long did Mr. Gregory and Mr. Thomas stay there on the reservation at that time?—A. Just about one hour and fifteen minutes.

Q. Then did they drive back to Cloquet?—A. Yes, sir.

Q. What notice did they give the Indians before they left the reservation?—A. He said he would be down at Page's store that evening and if the Indians had anything more to say they could come down there and tell them what they had to say.

Q. He informed them that he should stay overnight at Cloquet?—A. Yes, sir.

Q. What took place after that?—A. The Indians thought they were not being used right, that the investigation was not complete and they were not given sufficient opportunity to substantiate their complaints, and they sent several down there and asked Mr. Thomas to come back on the reservation and finish the investigation, as the Indians had more witnesses they would like sworn, and Mr. Thomas refused to do so.

Q. He refused to go back?—A. Yes, sir.

Q. Was that on the evening of that day?—A. That was the following morning.

Q. Did any of them go down that night; he told them he would hear them that evening; did he not?—A. I understood they sent two or three down there that night; I could not say positively, but I went down myself; I was one of them who went down in the morning.

Q. To ask him to come back?—A. Yes, sir.

Q. And he declined to do so?—A. Yes, sir; he declined.

Q. When did he go away?—A. He went away about noon that day—let me see, I forget whether they took the noon train or drove to the junction with a horse and buggy; I do not remember that now. Mr. Gregory sometimes takes a horse and buggy and drives to the junction.

Q. What time do you think he went away?—A. I think it was between 10 and 12 o'clock, or somewhere along there.

Q. Did you ever see him again?—A. Not to my recollection.

Q. You may state whether one of the present complaints of the Indians is in relation to the manner of making the allotments.—A. Yes, sir; it is.

Q. That was one of the complaints that had been made at this time?—A. Yes, sir.

Q. Had there been any allotments made on the Fond du Lac Reservation under the severalty act?—A. You mean the act of February 8?

Q. Yes; the act of last year; whether any allotments have been made out there?—A. Yes, sir.

Q. And is there complaint by the Indians of the manner of making those allotments?—A. Those and others in general.

Q. Others prior to that?—A. Yes, sir.

Q. I will ask you about the allotments under the severalty act; did an agent come there?—A. A gentleman came there named Thomas Wall.

Q. A special agent under the severalty act?—A. Yes, sir.

Q. When did he come to the Fond du Lac Reservation?—A. They held a council on the reservation January 23 and January 24 of this year.

Q. Who was present at this council besides the Indians?—A. Agent Gregory, Thomas Wall, and the Indians.

Q. Was there a difference between Mr. Wall, Mr. Gregory, and the council about any of the allotments?—A. Yes, sir.

Q. And that difference has been the subject of complaint to Commissioner Atkins?—A. Yes, sir.

Q. And a statement of that is made in the written complaint of January 26, 1888?—A. Yes, sir.

Q. Now you may state briefly and concisely what is the character of those complaints about the manner of making the allotments this year.—

A. Heretofore in granting these allotments the claims have always been submitted for the approval of the Indians at the council, but the last council, held January 23 and 24, was not altogether conducted in that manner. Mr. Gregory used his own discretion to a great extent in granting these allotments and there were a great many applicants rejected by the agent. Of course the Indians did not understand any difference from what they always did.

Q. That they were to decide upon disputed cases?—A. Yes, sir; and there were many rejected by the agents, and Mr. Gregory, in cases that were rejected, in some cases, had those parties sworn to show that they were entitled to allotments and to show that their parents at some time were members of the bands, and then he had one or two other witnesses sworn on behalf of the applicant. Well, when the Indians asked Mr. Gregory and Mr. Wall to let them bring evidence to rebut that evidence given by these parties, they would not let the Indians swear any of the witnesses or have them sworn.

Q. That was one of the complaints?—A. Yes, sir; that was one complaint.

Q. So that one of the complaints was that allotments were allowed by Wall and Gregory where the Indians had already made their timber contracts?—A. Yes, sir.

Q. And where they had not made timber contracts their claims were rejected?—A. One of the complaints is, that there are parties up there on the reservation whose names were called last May at the council when the Indians did not see fit to grant their claims then, because they wanted to consider them further; they did not want to reject them altogether, because they did not know but what they might do them an injustice, and still they laid them over to consider their applications further. And those parties, they told me themselves, two or three of them this fall, that they had contracted to sell the timber on these claims.

Q. To whom?—A. To Mr. Hynes, and had received or been granted on them money and provisions and groceries. The Indians saw fit to reject those claims at the last council, and when they were brought up and rejected Mr. Gregory would not approve of them at all. He told me and the Indians that he would hold them in spite of the Indians until he was satisfied himself whether they were entitled to the claims or not; and he told me and the Indians there—he was talking to me and I was insisting upon the Indians' demands being respected, or at least a little respect being shown for them—and he told me he was going to see Mr. Durfee, of Ashland, and some other parties in Superior—

Q. Who told you that?—A. Mr. Gregory.

Q. He was going to see whom at Superior?—A. Some parties at Superior who knew these parties, and he would determine then whether these applicants were entitled to their claims or not.

Q. That treatment of those claims was one of the grounds of complaint?—A. Yes, sir.

Q. Did this complaint of the 26th of January, 1888, to the Commissioner specify the names of Indians against whom the council protested?—A. Yes, sir, a number of them.

Q. Some twenty or thirty?—A. I do not know how many there are.

Q. Is this the list [exhibiting a paper to the witness]? See how many there are.—A. Yes, sir, that is the list; there are twenty-four.

Q. I will ask you whether or not you understand any of those Indians had already sold their timber?—A. Yes, sir.

Q. Can you tell how many of them you recognize as having already sold their timber?—A. There are only two here that I recognize myself, although I presume there are more.

By Senator BLACKBURN:

Q. You are an Indian?—A. I am a half-breed.

Q. Is your Indian blood of the Chippewa tribe?—A. Yes, sir.

Q. Where were you educated?—A. Principally at Fond du Lac, Minn.

Q. Have you always lived with that tribe?—A. I have always been amongst them or near them.

Q. Have you always lived on the reservation with them?—A. Oh, no, sir; not always.

Q. How long have you been on that reservation?—A. I never actually lived on the reservation until about a year ago or over; that is, actually made it my home residence there.

Q. What is your grievance here; what brought you to Washington?—A. What brought me here in the first place, what started me, was because I was asked to come here by the Indians.

Q. By whom?—A. By Indians from our reservation and the Bad River Reservation.

Q. Are you paid to come here?—A. No, sir.

Q. Who pays your expenses?—A. I have not made any arrangement who is to pay my expenses, but it was understood by the delegation who came here that Mr. Curran was the man who would defray the expenses.

Q. The expenses of the whole party?—A. Yes, sir.

Q. What has Mr. Curran to do with it?—A. I do not know more than that.

Q. More than what?—A. Anything more than he was to defray the expenses.

Q. What interest has he in this?—A. I do not know any except that.

Q. He is paying the expenses of the party which is on here?—A. The Indians asked him to advance the money, and asked him to assist them in this matter.

Q. You have told about a trip that a man named Thomas made, who, it seems, was sent out by the Indian Office to inquire into the complaints which the Indians have furnished here; were you present at that conference?—A. Yes, sir.

Q. Why did you not testify?—A. Because I was not allowed.

Q. Who refused to let you testify?—A. Mr. Thomas.

Q. You asked to testify and Mr. Thomas refused to let you do it?—A. I spoke up several times in reference to the matter, and Mr. Thomas says, "You shut up; when I want you to talk I will speak to you."

Q. Did you ask to testify as a witness, and did Mr. Thomas refuse to let you do so?—A. No, sir; I did not ask to testify.

Q. Did you offer to testify?—A. No, sir.

Q. You sat there and listened to all this and made no offer of testimony for yourself?—A. Yes, sir.

Q. Where are the Indians who can prove what you have stated as to that conference?—A. On the Fond du Lac Reservation.

Q. None of them are in this city?—A. Yes, sir; there is one here.

Q. Very well; give us his name?—A. Sang-gha-ah-me-goons is the Indian name.

Q. Can he testify to the statements you have made?—A. Yes, I believe so; he was present at the conference.

Q. Is there any other one who can do so?—A. There are two more Indians here, but I do not know that they were present at that time.

Q. Why didn't you bring witnesses to prove these facts you are stating?—A. Because we were in hopes that this investigation might be conducted upon the reservation where we had all our witnesses, and could prove it without a doubt.

Q. Did you expect this investigation to be conducted upon the reservation when you came to Washington to testify as a witness?—A. We came here for the purpose of inducing the Indian Department to send people up there to investigate these complaints. The reason I did not ask to testify in that matter was principally because I believed that Mr. Thomas would not allow me, because I spoke up two or three times to him in that way, and he dried me right up, and that is the reason I did not insist on anything of that kind; I did not think he would allow me anyway.

Q. As you have been so kind as to tell the committee your own belief, will you also be kind enough to tell us the ground of that belief? What right have you to conclude that an agent of the Indian Department would not allow you to appear as a witness if you asked permission?—A. Because he dried me up, and told me to dry up when I spoke to him.

Q. We will not do that now; you shall have a chance to tell all you want and probably more. Was there a single Indian that asked to appear as a witness there who was not allowed to testify, and if so give his name?—A. I do not know of any.

Q. You do not know of any?—A. No, sir.

Q. Mr. Thomas told the Indians that he would stay there at that station that night?—A. Yes, sir.

Q. And he asked them to come—any of them who wanted to be heard further?—A. Yes; down at Cloquet, off the reservation.

Q. Very well. Did he stay there that night?—A. I presume he did. He was there the next morning.

Q. You found him there the next morning?—A. Yes, sir.

Q. When you went the next morning did you go by yourself, or go with the delegation?—A. I went with a delegation.

Q. Did you yourself or any of the delegation say to Mr. Thomas that the Indians wanted to offer further testimony?—A. Yes, sir.

Q. Did he refuse to allow them to do it?—A. Yes, sir.

Q. You have so stated?—A. Yes, sir.

Q. Who was present when that happened?—A. There was the interpreter.

Q. I thought you were the interpreter?—A. I was there myself, and the Indian agent's interpreter, Mr. Gregory, was there also.

Q. Where is he?—A. I presume in Ashland.

Q. Is there a man in Washington to-day who was present that next morning when Mr. Thomas refused to allow further testimony to be taken?—A. Yes, sir.

Q. Who?—A. A couple of our Indians.

Q. Give me their names?—A. Ani-mas-soo, and I think Mike Diver, or Sang-gak-ame-goons, was present; I think he was there; I do not know that he was present at the very moment when Mr. Thomas refused, but he was there in the building.

Q. Upon what ground did he refuse?—A. I could not tell you.

Q. He did not assign any reasons for his refusal?—A. No, sir.

Q. What did he say?—A. I forget now what he did say.

Q. Who asked him to do it; you?—A. Yes, sir.

Q. Now tell me his answer to you?—A. He said that he would not do it; that is all; that is the only reason I got.

Q. He simply said that he would not do it?—A. Yes, sir.

Q. He gave no reason for not doing it?—A. No, sir; no reason that I know of.

Q. Now we are getting to understand each other. Were you present at that Wall conference which you have described?—A. Yes, sir.

Q. Did you take any part in that?—A. Yes, sir.

Q. What part did you take?—A. I took the part that any of the Indians always take in matters of this kind.

Q. That is what I want to find out. Were you acting as interpreter?—A. I was taking part for the Indians, although the interpreter for the Indian agent was there, and whenever it was necessary to interpret anything to the Indians he was called upon.

Q. When were you called on?—A. I was acting on the part of an Indian.

Q. I am trying to find out what you did.—A. I saw that these allotments were not being granted according to the customary rule.

Q. What was the rule, and what was the difference of the ground of the allotment?—A. The customary rule is that these claims are always submitted for the approval of the Indians.

Q. When did you ever see that done?—A. I saw that last May.

Q. By whom?—A. Between the Indians and Mr. Gregory.

Q. When?—A. Last May.

Q. You saw that done last May?—A. Yes; all those allotments granted at the council held last May were where they had the approval of the Indians.

Q. If I understand you, you say that the complaint of the Wall conference was that Agent Gregory did not do then what Agent Gregory did last May?—A. Yes, sir.

Q. It was the same agent who had followed one practice in May last and adopted another, you say, at this conference?—A. Yes; that varied from the old practice.

Q. Now you say that at that conference Wall and Gregory refused to allow testimony to be taken?—A. Mr. Gregory was the man who refused. I insisted upon that two or three times, and finally (I stood right at Wall's back) I said, "How is this thing going? I do not think this is being conducted right." Mr. Wall says, "If you fellows have got witnesses that you want to bring up I don't see any reason why they should not be brought up." I said, "That is just what we want and what we have been driving at." Then he spoke to Mr. Gregory about it, and Mr. Gregory said no, and we concluded it right there.

Q. Agent Gregory said no?—A. Yes sir.

Q. Did anybody offer any witnesses except you?—A. The old chief's son was there present.

Q. Did anybody offer to introduce a witness except yourself?—A. I do not know; I can not remember.

Q. If they did, please tell me who they were.—A. I can not remember positively.

Q. You did?—A. I did, certainly.

Q. What witnesses did you offer to introduce? Name them.—A. There was Ma-qua-megishig.

Q. Is that the only witness you offered to introduce?—A. There were several others who could have been introduced.

Q. I am not asking you that. You might have introduced the tribe. I am asking who you proposed to introduce?—A. When I was refused once I could not be expected to offer any more.

Q. Then you only offered to introduce this one witness?—A. Yes, sir.

Q. Where is he?—A. He is up on the reservation.

Q. You did not bring him?—A. No, sir; we could not bring the whole reservation down here.

Q. No; I only wish you could have brought one who could testify to a single fact you have stated. Is there a member of this party of Indians who has come here who can testify to the fact that you have just stated now?—A. I am not certain.

Q. If there is tell me his name, because I want him subpoenaed.—A. I say I am not certain.

Q. Well, guess at it.—A. I know this Mike Diver was there; I am not certain, but I believe he knows about it; he was standing by my side.

Senator BLACKBURN. That is all I wish to ask now. This witness, I understand, is to come back again?

The CHAIRMAN. Yes.

By the CHAIRMAN:

Q. The tribe at this conference with Wall and Gregory were contesting these twenty-four cases then and there, were they?—A. Yes, sir; right then and there.

Q. And the contention was whether they would give time and opportunity for the examination of witnesses in those cases?—A. Whether they would have any opportunity to furnish testimony.

Q. Who did you understand to make the decision that testimony should not be received?—A. Mr. Gregory.

Q. Did you understand Mr. Wall to join in that decision or yield to it or not?—A. After Mr. Gregory refused then Mr. Wall did not say anything more; I presume he submitted to Mr. Gregory's decision.

The CHAIRMAN. That is all for the present. You may remain, however, if you please.

TESTIMONY OF PHINEAS H. CALLIGAN.

PHINEAS H. CALLIGAN, having been duly sworn by the chairman, was interrogated as follows:

By the CHAIRMAN:

Q. Where do you reside?—A. At Chippewa Falls.

Q. You have been lumbering on the Chippewa River in times past?—A. Yes, sir; I have.

Q. In connection with your brother, George M. Calligan?—A. Yes, sir.

Q. Where were you lumbering before going to Wisconsin?—A. In Maine.

Q. And your brother also?—A. No, sir; he came here when he was quite young.

Q. Where is your birthplace?—A. Princeton, Washington County, Me.

Q. When did you commence lumbering at the West, and where?—A. About six years ago on the Brune River, emptying into the Chippewa.

Q. State whether or not you have done considerable lumbering there outside of Indian reservations.—A. Yes, sir; we have. I was not considered one of their big lumbermen at all.

Q. But that was your business, lumbering, such business as you had?—A. Yes, sir.

Q. You have had difficulty with Mr. Gregory, the Indian agent, have you not?—A. I have.

Q. And have made complaints of him in writing to the Interior Department?—A. I have.

Q. You made a complaint January 3, 1888, did you?—A. Yes, sir.

Q. Addressed to whom?—A. To Commissioner Atkins.

The CHAIRMAN. I have what purports to be a copy on which is written in pencil that the original was sent direct to Commissioner Atkins January 27, 1888. I will put this into the record subject to verification by the original, as it may not be accurate. I do not know where it comes from.

The letter in question is as follows:

CHIPPEWA FALLS, WIS., January 3, 1888.

DEAR SIR: While in Washington last August Acting Commissioner Upshaw requested me to appear before him and make such statements regarding the transaction of Calligan Brothers with Agent Gregory as were pertinent to the pending controversy between them and said agent. Agent Gregory being in the city, his presence was requested by Mr. Upshaw through Gov. Pound; but he having immediately after such request left the city in obedience to the Commissioner's request, I appeared alone and made a verbal statement, after the conclusion of which Mr. Upshaw requested me to reproduce the same by letter for filing with the Department. This I agreed to do, and intended doing at an early day. My apology for this delay is an apprehension that it would so intensify the hostility of the agent as to cause greater loss to Calligan Brothers, who had already suffered loss by reason of his personal partiality and opposition, having been compelled to sell out the business of our firm at a large sacrifice in consequence of Agent Gregory's refusal to permit us to do business on the reservation.

I now feel justified in reproducing, as requested, my verbal statement. What I am about to state can be better understood when it is known that Agent Gregory, in his official conduct, has openly and notoriously shown personal favoritism to Dobie and Stratton, the regular traders, in utter disregard of the interests of the Indians or the equal rights of all citizens to carry on a legitimate business. In support of this statement I would respectfully call your attention to the fact of record in your office that he, Gregory, personally requested of you authority to limit the sale of timber to the regular traders, which you, by letter, declined to do, but, it is to be regretted, did give him extraordinary discretions, which he has used to compass the same purpose so far as possible to do. In this connection I desire to state that Agent Gregory has represented to George Buffington, of Eau Claire, now a contractor, that I was requested by him to appear before the Commissioner and in his presence (Gregory's) make complaint, but that I declined to do so, referring to the circumstance of our being in Washington at the time above referred to, a most arrant falsification.

The following is what I recall of my statement to the Commissioner, to wit, Calligan Bros., a firm composed of my brother and myself, engaged in the purchase of logs of the Indians upon the Lac Court Oreilles Reservation during the winters of 1885 and 1886. Our transactions were amicable and satisfactory. During the summer of 1886 Farmer Eusler informed us that preference would be given parties who should make advances to the Indians for the purchase of logs, whereupon we proceeded to make large advances to the Indians on account of prospective contracts to be made at the proper time. It being rumored later that the sale of logs was to be confined to Dobie & Stratton, we employed Hon. T. J. Cunningham to see Agent Gregory in our behalf; Mr. Cunningham visited the agency and reported to us that our contracting would be all right, *the agent, however, complaining that we were offering too much for logs.* Later Agent Gregory instructed Farmer Rustler not to furnish Calligan Bros. with blank contracts, as he should not approve any contracts with them. The farmer, in pursuance of instructions of the agent, informed the Indians that we would not be permitted to purchase logs, whereupon other parties on such information proceeded to contract for the logs of the same parties for which and with whom we had made agreements and advances.

At this juncture Governor Pound interceded for us and persuaded the agent to recede from his determination, and it was agreed that in the cases of such duplicate agreements the Indians should choose, in presence of both parties, which of the parties he desired to contract with, and such choice should determine the question; the farmer being instructed accordingly. Blanks were duly furnished us and the course agreed to proceeded with until the case of Mary Bray was reached, when the agent positively refused to be governed by the choice. The attention of the Depart-

ment was called to this case, but before action was had the timber had been so far removed that we waived any interference. This was a case of personal favoritism in which the farmer, acting under the advice of the agent, had persuaded Mary Bray to contract with Peter Bergevin, traveling a long distance from his office to Flambeau with Mr. Bergevin for such purpose, and upon the final hearing declined to act as in other cases, but referred it directly to the agent, who flatly refused to approve our contract as desired by Mary Bray, notwithstanding under our contract more would have been realized by Mary Bray than by the contract with Peter Bergevin.

In another case that was brought to the attention of the Special Agent Gardner, Calligan Brothers were caused great annoyance and loss by the partiality of the agent. In this case the agent omitted to approve the contract before forwarding it for the Commissioner's action, but upon its being returned with his conditional approval, he corrected his error. After work had been commenced upon this contract, the agent undertook to annul it in the interest of Dobie & Stratton, ordering work to be discontinued, putting us to much loss, and only withdrawing his opposition when Special Agent Gardner, reviewing the case, advised him to do so. Agent Gregory represented to Agent Gardner that we had no contract in the case, but we produced it, together with other papers showing the agent's prior recognition of the same.

Having contracted with the party holding patents for the north half of the southeast quarter, section 14, township 39, range 8 west, for the logs to be cut from the same, and paying a higher price than other parties were paying for such timber, and presuming upon the agent's approval, we entered upon the fulfillment of the contract, but were ordered to suspend, and did so. We paid the owner in full for all logs secured, after having first tendered the money, in trust, to Agent Gregory, who refused it and complained of us for trespass. He has subsequently approved a contract made by our assignees, The Valley Lumber Company, with the same party, for the same timber, upon the same terms made by us. While we were being prevented by the agent from a legitimate fulfillment of our contract and prosecuted for trespass, Dobie & Stratton were permitted, without interference, to enter upon the premises in question and remove a large amount of timber without the semblance of a contract.

The foregoing is the substance of the statement made by me to Acting Commissioner Upshaw last August.

Since my return, with the purpose of continuing our business, in which we had invested nearly all our means, George Calligan asked the agent if he would accept our contracts for logs cut from the reservation the coming winter. His reply was evasive, saying he had no instructions from the Department and we must take our chances with others. He afterwards instructed his chief clerk to give us no statements of accepted or patented allotments (such as were never denied to others). After our having made agreements for several million feet of logs to be cut this winter, and made advances on the same, the agent made public his determination not to approve any contract made by us, and instructed the farmer accordingly, thus compelling us to abandon our business, or engage in a profitless and probably expensive controversy with the agent and involving an appeal to your office for determination. We have chosen the former course, and sold our outfit to the Valley Lumber Company of Eau Claire, inducing our contractors to substitute the name of the said company for Calligan Brothers, which, upon being done, the agent promptly approved of the contracts.

I send this communication with much reluctance, as neither myself or Calligan Bros. court any controversy with the agent or any other party, and for the further reason that the Department can derive from this letter but a slight conception of the abuses and prostitution of trust by your agent, fast becoming notorious in this community, and unless soon arrested certain to entail upon this administration very damaging scandal.

For any further explanation or information within my knowledge you are at liberty to command me, either to appear in person or present by letter.

Very respectfully, yours,

P. H. CALLIGAN.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

By the CHAIRMAN :

Q. When did you first commence lumbering on any of these reservations in question?—A. In the winter of 1885-'86.

Q. What reservation did you commence upon?—A. On the Court Oreille.

Q. How far is Court Oreille from Chippewa Falls, and in what direction?—A. It is north, and about 120 miles, by the way that we go, by railroad.

Q. How far in a direct line?—A. It is about 80 miles by a direct line.

Q. Is there any water communication?—A. No, sir.

Q. Does the river on which logs from Court Oreille run come down near Chippewa Falls?—A. They pass Chippewa Falls. The logs are run from Court Oreille right into the Chippewâ River and then come by the falls.

Q. It is not navigable?—A. No, sir; it is not.

Q. Do they go up in canoes or boats?—A. They always have, though they have to carry by the falls and rough places. They used to go that way in old times.

Q. Is there a wagon-road from Chippewa Falls along up the Chippewa River to Court Oreille?—A. Yes, sir; there is.

Q. What is the size of the Court Oreille Reservation—the size of the territory?—A. I think there are three towns in the reservation.

Q. Three towns six miles square?—A. Yes, sir.

Q. What is the character of the country on the reservation; to what extent was it originally timbered?—A. It was very heavy with pine; the pine was in bodies.

Q. Was it all covered with wood originally?—A. Yes, sir; but not all pine. I do not think it is half pine; I know it was not originally.

Q. Should you say that the three townships constituting the reservation were originally all forest?—A. Yes, sir; I should say so.

Q. Is there any meadow land or any natural openings?—A. There is some meadow land, what we call wild meadow, but very little. Along where there are creeks coming in there are meadows where the Indians cut hay.

Q. Does this hard wood still remain on the reservation?—A. Yes, sir.

Q. Has there never been any considerable amount of hard wood cut?—A. No, sir; there has never been any cut to any extent.

Q. What proportion of the timber should you judge had been hard wood and what proportion pine?—A. Certainly two-thirds of it hard wood, perhaps three-fourths.

Q. Are the pine trees and the hard-wood trees commingled?—A. In most all cases they are.

Q. So that if the pine alone was cut out there would be hard-wood trees left?—A. Yes, sir.

Q. What is the character of the hard wood?—A. It is maple, birch, and some oak.

Q. Any other marketable property?—A. No, sir.

By Senator PLATT:

Q. Any spruce?—A. No, sir; none. There is popple growth.

By the CHAIRMAN:

Q. What has been the growth of the pine?—A. It has been very good pine.

Q. What size?—A. The pines that I have seen and handled there I should think—the way we estimate our timber is so many logs to a tree, and we figure about 16 feet to a log in length, and I should think that the trees would average about four logs to the tree.

Q. What do you think would be the average number of feet to a tree?—A. I should not think over 800 feet to the tree.

Q. A tree that would give you a thousand feet would be an extra large tree?—A. Yes, sir. There are a good many that will cut two and three thousand, but, then, upon an average, I do not think they would go over 800 feet to a tree.

Q. Now you may describe the land for arable purposes after the timber is cut off. What is it worth for agricultural purposes?—A. Where the timber has been cut off I consider the soil worthless; it is very poor; it is sandy and rocky.

Q. Is it as good as the Maine timber land that you used to see after the pine was cut off?—A. Yes; it is considered a little better than that. It raises good crops for two or three years, and that is about all you can get off from it.

Q. Going south from this reservation, how soon do you come to prairie land or broad meadow land that is valuable for agricultural purposes?—A. You have to go about 25 miles, or 20 miles at any rate.

Q. What do you strike then?—A. We strike what is called oak beds, and there are some farms there that have been heavily timbered with hard wood and oak, and they have been cleared off, and they are fine farms with good soil.

Q. Is there a place there called Flambeau Farm?—A. No, sir; that is in another direction. This is called Rice Lake.

Q. In what direction is Flambeau farm from Court Oreille?—A. That is southeast or east of that.

Q. South of the Chippewa River?—A. Yes, sir; and east of the reservation, down the river. The Menominee and Chippewa Rivers come very near together, and the nearest point to prairie land is on the Menominee River.

Q. How far is Flambeau farm from the Court Oreille Reservation?—A. Something like 75 miles by the team road.

Q. Are there any of the Indians from Court Oreille Reservation who live at Flambeau farm?—A. Yes, sir; quite a number. I should think there were somewhere about thirty or forty families at Flambeau farm.

Q. Indian families?—A. Yes, sir.

Q. Where is their tribe?—A. Their tribe is at Court Oreille; the most of those are half-breeds.

Q. But among them are many who have been entitled to or claim allotments on the Court Oreille Reservation.—A. Yes, sir; most of them have had allotments on the Court Oreille.

Q. Is this Flambeau farm an Indian village entirely?—A. No, sir; it was not considered so; it is considered the same as a white settlement; they are good farmers.

Q. Are there any regulations which confine any of these Chippewa Indians to their reservations and compel them to live there?—A. No; nothing further than I have heard that Agent Gregory gave out instructions that the men, to secure land on the reservation, would have to live on their claims.

Q. But that was with reference to the allotment?—A. Yes, sir.

Q. There is no law or regulation of the Indian Office that forces the Indians to live there?—A. Not that I know of.

Q. So that they can go anywhere else they like to live?—A. Yes, sir.

Q. When Calligan Brothers commenced logging on the Court Oreille Reservation in 1885, with about how many Indians did you make contracts?—A. I should say somewhere between fifteen and eighteen or twenty; somewhere along there.

Q. Did you make those contracts on the regular printed forms that were furnished?—A. Yes, sir; we did.

Q. On this printed form [showing a blank form to the witness, the same as already put in evidence]?—A. Yes, sir.

Q. Was the clause "and shall not be assigned or sublet under penalty of annulment thereof" in your contract of 1885?—A. No, sir.

Q. But with that exception, you think that was the form of contract?—A. Yes, sir.

Q. And by each contract the Indian agreed with Calligan Brothers that he would cut the logs and deliver them at the place where you were entitled to take them?—A. Yes, sir; just in that range.

Q. Where was the place of delivery in this contract?—A. On Court Oreille, Devil's Lake, or Eddy Creek, or any place where it landed.

Q. That was uniform; I mean the terms of the contract?—A. Yes, sir; and the place of delivery was put in writing.

Q. How many million feet did your contracts of that year cover—for 1885-'86?—A. Between five and six million.

Q. Between five and six million feet of pine timber?—A. Yes, sir.

Q. Do you remember, without referring to the list, what your prices were that you agreed to pay that were filled into these printed contracts?—A. I think it was from \$5.50 to \$6. I do not think we paid over \$6 or under \$5.50. As near as I can remember that is what it was.

Q. Do you remember whether your contracts for that year were approved by the Commissioner of Indian Affairs before you or the Indians went to work to actually cut logs?—A. I do not think that they were.

Q. State about that. What season of the year was it that you made or gathered in these fifteen or twenty contracts? Bear in mind we are speaking now of 1885-'86?—A. I commenced in October to gather those in.

Q. And you finished by making your contracts at what time?—A. In November. The 1st of October is when I commenced that year.

Q. And when you commenced lumbering?—A. Yes, sir; that is the first work I had ever done on the reservation.

Q. But before that time had your contracts been approved by Agent Gregory and sent to Washington?—A. They had been approved by the farmer.

Q. Give his name?—A. Mr. Pero.

Q. And sent where?—A. To Ashland, to Agent Gregory.

Q. But had not gone to Washington at that time?—A. I could not say.

Q. When they actually went to Washington you do not know?—A. No, sir; I do not.

Q. You state that you began operations in October?—A. Yes, sir.

Q. When did they begin to cut down trees?—A. In November.

Q. You may state whether you had any contract or understanding with the Indians other than that appearing on the face of the contract.—A. Yes, sir; we did.

Q. What was it?—A. There were contracts where we guaranteed the Indians so much stumpage in some cases.

Q. How did that arrangement come about?—A. It came about because the Indian had been compelled to let his timber to be cut to some of the Indians.

Q. Why would he make that contract; because those Indians had teams and facilities for doing it?—A. Yes, sir.

Q. What had happened when this occurred?—A. It gave those Indians a chance, where there was no guaranty made, to overtrade at the stores, and it would be taken out of the account of the Indian who owned the timber.

Q. Charged up to him, you mean?—A. Yes, sir; so that it would not leave him anything. If the Indian who was putting in his logs saw fit to draw that amount it would be charged to the Indian, and the Indian putting the logs in would get the stumpage instead of the other Indian.

Q. In other words, the Indian making the contract with you would make a contract with other Indians to do the cutting of the timber and give them credit at the store, and there was danger that the Indians actually doing the work would overcharge the contracting Indian and use up all his money?—A. Yes, sir.

Q. And therefore you, as contractor, guaranteed the Indian who made the contract with you against the Indians whom he himself employed that they would not overcharge him?—A. Yes, sir.

Q. Was that done in every case in the first winter of 1885-'86?—A. No, sir, it was not done in every case, but in most cases it was.

Q. Having made that guaranty that the Indian contracting with you should realize so much net, what steps did you take to protect yourselves?—A. The only way we could protect ourselves was that I looked after that myself and kept right around at the camps to see that the Indians worked; to see that they had men there to work, and watched the store to see that this man did not overdraw and get enough supplies ahead to last him until the next summer to be charged up to this Indian.

Q. Do you remember what you guaranteed as net stumpage to the Indians this winter of 1885-'86?—A. It was from two, two and a half, or two seventy-five, or along there.

Q. State how many cases there were where Indians actually cut and hauled their own logs that winter, of yours, that you contracted with?—A. I think that was all put in by Indian contractors, except one-half—

Q. I do not mean that; in how many cases out of all did you guaranty stumpage?—A. I could not say.

Q. Did you guaranty it to one or two?—A. Yes, sir; the most of it was guaranteed, and I will not say but what the whole of it was guaranteed.

By Senator PLATT:

Q. Did you guaranty as much as \$3 in any case?—A. I do not think I did the first winter.

By the CHAIRMAN:

Q. Please state whether or not during this winter the work under your contracts was all done by Indians substantially.—A. Well, until February it was all done by Indian labor; it was all done with Indian labor the first winter up to February.

By Senator BLACKBURN:

Q. What February?—A. This would be the February of the next year.

By the CHAIRMAN:

Q. Do you mean February, 1886?—A. Yes, sir.

Q. Were there no white men up to that time?—A. No, sir.

Q. There were some after, were there?—A. Yes, sir.

Q. How many came in then under your contract?—A. I could not say how many, but Agent Gregory said, "You are not going to get in the timber, and you can have the right to put on some white labor"—I do not think he said how much.

Q. How many men were employed that winter executing your contracts, and what proportion of them were Indians and what proportion white men, as near as you can judge, after February?—A. I think there were somewhere about fifteen or sixteen or eighteen white men, and

in the whole somewhere about one hundred men, perhaps one hundred and twenty-five.

Q. You mean eighty white men?—A. Yes, sir.

Q. With reference to this work in 1885-'86 and 1886-'87, what class of white men have come in to work under those contracts?—A. There are men of all kinds—teamsters, sawyers, and cooks.

Q. Of what nationality?—A. Irish, German, Scotch, Norwegian, and French.

Q. The lumbermen in that section are not confined to any one race?—A. No, sir; they are not.

Q. I will ask you whether such of the Indians as work at lumbering, able-bodied Indians, are as good as the average of the white men?—A. The best lumberman we ever had was an Indian, but they are not all so.

Q. As a general proposition, are they as good as white men?—A. No, sir; they are not.

Q. What are the drawbacks to employing Indians as lumbermen, as compared with employing white lumbermen, as they average; why do you give preference to white men?—A. Because the white man stays there steadily. He goes up in the fall and does not care about leaving the camp until he is discharged in the spring; whereas the Indian is right near home, and there are always dances going on, and they are off two days out of every six.

Q. Are they controllable at those times?—A. Yes, sir.

Q. I mean can you keep them if they insist on going away?—A. No, sir.

Q. Are they entirely peaceable?—A. Yes, sir.

Q. But if there is a good time, a war dance or anything of that kind, they like to go?—Yes, sir.

Q. But they do not follow the war dance by any war?—No, sir.

Q. They have what they call war dances?—A. No, sir; they have what they call medicine dances. Whenever any of their tribe is sick they have what is called a medicine dance.

Q. And they all want to go to that?—A. Yes, sir. It is to heal the sick. It makes some great cures sometimes, they imagine, amongst them.

Q. Under these contracts of 1885-'86, the nature of which you have stated, you furnished goods to all these Indians?—A. Yes, sir; I did.

Q. Did you keep the store on the reservation?—A. No, sir; it was close by the reservation.

Q. In the village?—A. No, sir; it was on what is called Smith's farm, a place I rented.

Q. A place you rented for that purpose, for your headquarters?—A. Yes, sir. There were 50 acres there on a small creek, called Hay Creek, emptying into the Court Oreille.

Q. And you charged the supplies to the Indians and settled with them before you paid for the timber?—A. Yes, sir.

Q. As a matter of fact, where you had given this guaranty, you had nothing to do with the contract of the Indian except to pay him this stumpage you had guaranteed to him?—A. No, sir.

Q. You never paid him any more than you guaranteed?—A. No, sir.

Q. And you paid him no less?—A. No, sir; no less or more.

Q. So that after that guaranty was made by Indian contractor lost all interest in the expense of doing the work—it was all transferred by that guaranty to Calligan Bros.?—A. Yes, sir; that guaranty was made mostly by the farmer on the reservation.

Q. The Indian farmer undertook to supervise those contracts?—A. Yes, sir; the Indian would write "I hereby authorize Calligan Bros. to go upon my land and cut and remove my timber for so much, or so that I may receive so much stumpage clear of the expense of banking."

Q. That is to say, he made a contract supplementary to this one which we have seen?—A. Yes, sir.

Q. Did you make a written contract in all cases of this kind with the Indian?—A. Yes; in pretty much every case.

Q. And those were supervised by the Indian farmer?—A. Yes, sir.

Q. Did he supervise the prices you were to guaranty for stumpage?—A. Yes, sir.

Q. And those supplemental contracts were known to Mr. Gregory, the agent?—A. I couldn't say.

Q. Were those contracts ever transmitted to the agent?—A. No, sir.

Q. And therefore they were not transmitted to Washington?—A. No, sir.

Q. Who else was logging on this Court Oreille Reservation in the winter of 1885-'86?—A. Dobie & Stratton, Dan McDonald, and Gaynor & Bergeron—the latter a small concern of about 2,000,000 feet, I think.

Q. Did they employ Indians wholly?—A. Yes sir; during that time. I understand the farmer used to go around to our camps and if he saw any white men he notified them to leave, and also notified us to settle with them and discharge them until about some time in February.

Q. During this winter about how much timber did Dobie & Stratton get out?—A. I think about 30,000,000 feet.

Q. How many men were employed in getting out that 30,000,000 feet?—A. On the reservation we figure about one man to 80,000 feet.

Q. Did Dobie & Stratton employ Indians exclusively during that winter?—A. I think not.

Q. Did they employ them up to February?—A. I think not; I believe not.

Q. What proportion of their men were white men and what proportion Indians?—A. I think they had one camp where they had something like forty or fifty white men. You understand that I was not through that camp, but men from the camp told me they worked all that winter on the logs. They were supposed to be working on the dam, but they left the dam in the fall and stopped in the same camps and cut timber on the reservation.

Q. You understood that in that camp there were about thirty white men?—A. Yes, sir; from thirty to forty white men.

Q. But at the other camps, did you understand that the men were mainly Indians?—A. Yes, sir; the most of them were Indians.

Q. How extensive were the contracts of Dan McDonald?—A. I think he put in 10,000,000 feet that winter.

Q. Did you understand that he employed Indians principally?—A. Yes, sir; it was so understood there.

Q. Have you any knowledge, or reason to suppose, that during this winter McDonald and Dobie & Stratton guarantied stumpage to the Indians who made contracts with them, in the same way that you did, and that the Indian farmer supervised and approved those contracts?—A. I rather think they did in some cases; I could not say for certain.

Q. You do not know whether the custom is universal or not?—A. No, sir; I do not. A man doing business on the reservation tries to keep his business to himself as close as he can.

Q. You say this custom of guarantying stumpage, which resulted in these supplemental agreements, grew out of the jealousy of the Indians

and fears lest they would not get adequate stumpage?—A. There have been a lot of them which have been obtained in that way.

Q. This custom grew out of that?—A. Yes, sir; it did.

Q. But you have no knowledge that it prevailed with Dobie & Stratton's and the McDonald contracts?—A. I have not; no, sir.

Q. Now, coming to the winter of 1886-'87, how much lumber did Calligan Bros. put in that winter, and with how many persons did you have contracts?—A. We cut between 9,000,000 and 10,000,000 feet, and we had between twenty-five and thirty contracts, I think. I do not state that as a positive fact because I would have to stop and figure up; but I think somewhere near that.

Q. Did you make contracts in the same way at that time, guarantying stumpage?—A. Yes, sir; the same.

Q. What was the proportion of white men and Indians employed under those contracts in 1886-'87?—A. I think there were somewhere about thirty-five white men, and the balance were Indians.

Q. Up to what time—all winter?—A. Yes; you might figure that all winter; and the Indians, I think, numbered somewhere about one hundred and twenty-five.

Q. That was the last winter you were there?—A. Yes, sir; we had about two hundred men, and of that number about thirty-five were white men.

Q. And the rest were Indians; and that proportion continued until you finished the job?—A. Some time the last of February Agent Gregory sent word that we could put on a few more white men.

Q. Did you employ white men more freely after you got that authority?—A. Yes, sir; we did. Understand, before that when we wanted an Indian in some cases we had to go 200 miles to find him.

Q. It became difficult to get them, and then you were allowed to take white men as they came along?—A. Yes, sir.

Q. Did Gaynor & Bergeron put in any lumber that year; and, if so, how much?—A. I think they put in between 10,000,000 and 12,000,000 feet, and Dan McDonald something over 10,000,000.

Q. How many did Dobie & Stratton put in?—A. I believe 40,000,000 feet.

Q. State what you know about the labor they employed; what proportion of white and what proportion of Indian labor?—A. I could not state how it was that winter; I do not know.

Q. Have you any reason to suppose that they were informed in February, as you were, that they might put on white labor?—A. One of their camps was right in sight of us, and in that camp they were mostly all white men—that one camp. I do not know anything about the rest of their camps. I used to go to my camp often and I would see their men there.

Q. That finishes your lumber operations for 1886-'87?—A. Yes, sir.

Q. What did you do last summer or fall with reference to lumbering operations for the present winter?—A. I went on and contracted for about 8,000,000 feet.

Q. You had the Indians execute the contracts?—A. Yes, sir.

Q. What stopped those contracts?—A. Agent Gregory refused to sign them.

Q. Did the farmer sign them?—A. No, sir; he said that Agent Gregory notified him not to sign them.

Q. What is the farmer's name?—A. William Rusler.

Q. Was that refusal persisted in?—A. Yes, sir.

Q. What did you do as the result?—A. I was compelled to sell out; it was getting so late that I could not do anything in Washington, I thought.

Q. To whom did you sell?—A. To the Valley Lumber Company, of Eau Claire.

Q. Who represented them?—A. William Carson and George B. Buffington; there is another man, but I do not know his name.

Q. How long is it since you were on that reservation this winter?—A. I think I was there about five weeks ago.

Q. Was the Valley Lumber Company getting out lumber?—A. Yes, sir.

Q. Did you learn how much they intended to get out?—A. Somewhere between 10,000,000 and 12,000,000 feet.

Q. How many contracts did you turn over to them?—A. I think there were forty-one contracts.

By Senator BLACKBURN:

Q. Representing how much lumber?—A. Somewhere about 8,000,000 feet.

By the CHAIRMAN:

Q. Who else, to your knowledge, have contracts and are getting out lumber?

Senator BLACKBURN. He did not state the source of his information in regard to that 10,000,000 or 12,000,000 feet.

Q. You saw that when you were there?—A. Yes, sir; when I go to the reservation I stop there.

Q. And you saw their men at work, and learned from them their plans for this winter?—A. Yes, sir.

Q. Who else have contracts there this winter?—A. Dobie & Stratton, Clark & Thomas, and England.

Q. Take Dobie & Stratton. What did you see and learn as to Dobie & Stratton's work during this winter?—A. I have only been to one of their camps, and their crew was not in at that time.

Q. You may state any information you obtained in regard to their plans for the winter, how much they expected to get out, etc.—A. They expected to get 50,000,000 feet, but thought they would fall considerably short on account of deep snow.

Q. You also spoke of Clark & Thomas, and England. How much have they contracts for, if you know?—A. For about 20,000,000 feet.

Q. State what you have learned or have reason to believe as to the men who are being employed under the Dobie & Stratton, Clark & Thomas, and England contracts; whether they are white men or Indians, and in what proportion employed; and having done that I will ask you to state what your sources of information are?—A. I think they have but very few Indians employed; they are mostly all white men in both camps.

Senator BLACKBURN. Of course I object to this testimony as merely hearsay, and I will ask that the objection be noted.

The CHAIRMAN. I would like also to have it noted that the object is to obtain sources of information.

Q. What makes you think that Dobie & Stratton, Clark & Thomas, and England are employing white men mainly?—A. I have not heard of their going off the reservation to hire Indians, and it is impossible to put in that amount of timber with the Indian labor which is on the reservation.

Q. When you were on the reservation did you see anything which conveyed to your mind any information as to the extent to which white

labor was being employed?—A. I have seen fifty to seventy-five men at a time going in on the reservation this winter.

Q. You may state anything you know of your own knowledge or what you have heard from others in regard to it?—A. I have come up on the train when those men have come in, claiming that they had hired with Dobie & Stratton to go in on the reservation to work. I could not state anything further than that.

Q. Have you ever heard that Dobie & Stratton have contracted for the timber belonging to minor children?—A. I have.

Q. From whom have you heard that?—A. From a man named William Perry, who lives on Court Oreille, and I have heard it from an Indian now in the city, whose name is Charlie Headflyer.

Q. You say he is now here in Washington?—A. Yes, sir.

Q. Do you know of any cases within your own knowledge where lands allotted to minor children have been cut over?—A. No, sir; not that I could swear to.

Q. Have you ever cut any of your own timber from lots belonging to minor children?—A. Yes, sir; on one 80-acre lot.

Q. When was that?—A. I cut that a year ago this winter.

Q. What process did you go through with in order to do that?—A. I put it into the court and the judge appointed a special guardian, who sold the timber to me and turned the funds over to the general guardian of the child.

Q. Did you have to guaranty stumpage in that case?—A. Yes, sir; and give bonds.

Q. How much did you guaranty?—A. It was \$3,37½.

Senator BLACKBURN. I think, in answer to a question put a little while ago by Senator Platt, that the witness stated he never had guarantied as much as \$3 yet.

The WITNESS. That was in the first year, but this was the last winter.

Q. In the fall of 1886 did you have some trouble regarding, or some apprehensions concerning, your contracts?—A. Yes, sir.

Q. Was that in the summer of 1886?—A. No, sir; not in the summer time.

Q. When did you first have apprehensions about them?—A. I think it was some time in August that we understood that the cutting was going to be strictly confined to Dobie & Stratton.

Q. When you heard that, what did you do?—A. I went to Mr. Thomas Cunningham, of Chippewa Falls, who was at that time, I think, mayor of the city.

Q. And an editor?—A. Yes, sir; the editor of a paper. I asked him to go to Ashland and see Agent Gregory and ascertain if that was so, or if we would be allowed to cut timber on the reservation. He went up there, as I suppose. He left the city, and when I met him again he told me that everything was all right; to go ahead and make my contracts, and I did so.

Q. And thereupon you made contracts with thirty or forty Indians?—A. Yes, sir.

Q. What next took place to disturb you; what obstacle did you next meet with? We went on and made our contracts. In the first place I went in June and asked the farmer, Mr. Rusler, if there would be any objection to my advancing the Indians supplies with the understanding that we should have their timber. He said, no; that Agent Gregory had notified him that any one stopping on the reservation through the summer time and advancing the Indians supplies should have the preference to the timber. When this news came out, in August, that the

cutting was going to be strictly confined to Dobie & Stratton and regular traders, I had then advanced about five or six thousand dollars to the Indians. So I got Mr. Cunningham to go and see Agent Gregory, and he came back and reported that it was all right and told me to go ahead and buy all the timber I could get hold of and make my advances, and I did so.

Q. What was the next obstacle that you met with?—A. The next thing that came up was, Mr. Cunningham notified me that I had better go and see Agent Gregory; he said he thought it would be the best thing I could do to go and see him.

Q. And you went from Chippewa Falls to Ashland and saw him?—A. Yes, sir; and he refused to sign any of the contracts made by me on the reservation.

Q. What reason did he give you for so doing?—A. He would give me no reason. After I went back I asked Mr. Cunningham what his reasons were, and he said Mr. Gregory's reasons were that I was paying too much for timber.

Q. What did you induce Cunningham to do after that?—A. I furnished Cunningham with money to come to Washington, and he came here.

Q. Was that before he had seen Agent Gregory?—A. I think it was.

Q. You may state in regard to Mr. Cunningham's visit to Washington.—A. He came to Washington, and when he returned he reported it would be all right; that any one would be allowed to buy timber; and we kept on advancing supplies.

Q. After that, did he go and see Agent Gregory?—A. Yes, sir; I think so, and Agent Gregory, he claimed, said it would be all right.

Q. Later on Mr. Cunningham advised you to go and see Agent Gregory, and you made the trip with the result you have stated?—A. Yes, sir.

Q. What did you do next?—A. We saw that we were going to lose our timber that we had contracted for, and we had to do something, and we then went to ex-Governor Pound, of Wisconsin, and he went and saw Agent Gregory, and he concluded to let us on the reservation to buy timber.

Q. In the mean time, had any one else made contracts with the same Indians with whom you had contracted?—A. Yes, sir; after we had contracted with those Indians.

Q. What took place then?—A. Mr. Peter Burgevin, of Chippewa Falls, went and saw the Indians. I had paid a man \$3 a day for staying in the woods looking the timber over. I then went to Flambeau farm and made contracts there with some four half-breeds, I think. Mr. Bergevin, after this report was sent out, went up there and saw those half-breed Indians, and told them that Calligan Bros. would not be allowed to log on the reservation, and that he had come there to buy their timber.

Q. Had Agent Gregory given the farmer, Rusler, any directions about furnishing you with blank contracts?—A. He notified him not to furnish us with blank contracts.

Q. And Mr. Bergevin, knowing that, went to these Indians?—A. Yes, sir; and told them that Farmer Rusler had told him that we would not be allowed to buy any timber on the reservation; and he persuaded the husband of this woman to go to the reservation, and he would prove that I would not be allowed to put in a stick of timber on the reservation. The Indians went up there, and went from there home. They could not make any contracts; the contracts had to be made by their

wives, and they went back home. Shortly after Mr. Rusler went to Chippewa Falls, and, taking a team over there, he and Bergevin went to Flambeau farm and insisted on these parties making contracts with Bergevin, giving them to understand that unless they contracted with Bergevin they would not be allowed to cut timber that season.

Senator BLACKBURN. May I ask if the witness was present when this was said?

The WITNESS. I obtained that from the parties who contracted; I learned it from the Indians.

Senator BLACKBURN. He does not give the names of the Indians.

The WITNESS. Mary Bray is the name of one of the women.

Q. From how many of the parties with whom you contracted did you learn that they had made contracts with Bergevin as the result of the statement that you were not to be allowed to do business?—A. I think Bergevin made contracts with four.

Q. Did you learn from those four that they made those contracts in consequence of that representation?—A. I did; I went and saw them.

Q. Did any one else make contracts with the Indians who had contracted with you?—A. Yes, sir; Gaynor & Bergeron made contracts with them.

Q. Were they of Chippewa Falls?—A. Yes, sir.

Q. What was their business?—A. Lumbering.

Q. And Peter Bergevin had been lumbering?—A. Yes, sir.

Senator BLACKBURN. Will you allow the witness to furnish the names of all the parties who gave him this information?

The CHAIRMAN. I will obtain that information from him if he can give it. (To the witness.) Did Gaynor & Bergeron make contracts with Indians who had previously made contracts with you?

The WITNESS. They did.

Q. Did you learn from those Indians that similar representations had been made to them to the effect that you were not to be allowed to make contracts, and for that reason they should make a second contract with them?—A. Yes, sir; that is the reason they gave.

Q. State the names of the Indians who had made contracts with you from whom you learned that these representations had been made to them either by Bergevin or by Gaynor & Bergeron, or in their behalf.—A. I could not do that. At Flambeau there is a woman named Mary Bray, and there are two other parties there who told me so.

Q. Can you tell their names by looking at a list of your contracts?—A. Yes, sir.

Q. You may do so after the committee adjourns, and give us that information at our next meeting.—A. There was a man by the name of Maingor with whom Gaynor & Bergeron made a contract in place of the contract he had made with me.

Q. What was the result of Governor Pound's representations in your behalf?—A. Agent Gregory told Governor Pound, in my presence, that I should be allowed to go ahead and contract, and that the parties I had contracted with who had made contracts with others subsequently should have the right to change those contracts to me if they saw fit. All the parties were to be notified by the farmer to appear, and whoever the Indian decided should have the timber should have it.

Q. In other words, that they might do as they pleased?—A. Yes, sir.

A. And that is the arrangement under which you proceeded during the winter of 1886-'87?—A. Yes, sir.

Q. You have already stated why you were not allowed to go on during the winter of 1887-'88?—A. Yes, sir.

Q. Is Peter Bergevin a Frenchman?—A. Yes, sir.

Q. What was Gaynor?—A. He is an Irishman.

Q. Was Cunningham a candidate for office in the fall of 1886 at Chippewa Falls?—A. Yes, sir; he was a candidate for assemblyman, I think.

Q. What are your politics?—A. I am a Republican.

Q. What are the politics of Bergevin and Gaynor?—A. They are Democrats, I think.

Q. What is the character of the voting population of Chippewa Falls? Are there Irish and French voters there?—A. I think the most of the voting population are Irish and French.

By Senator BLACKBURN :

Q. What were the politics of Cunningham?—A. He is a Democrat.

Q. Was he elected or defeated?—A. He was elected.

By the CHAIRMAN :

Q. Now I wish to ask you something about this Mary Bray contract. Who was Mary Bray?—A. The Indian women there in applying for their patents generally give their Indian name or the name their parents gave them. She is married to a Frenchman named Joseph Perro.

Q. How much land had Mary Bray?—A. She had, it was supposed, one 80 acre piece.

Q. What kind of land was it?—A. Mostly all pine.

Q. Were the 80 acres all covered with pine?—A. Very nearly the whole 80 acres were covered with pine.

Q. How much pine was taken off that 80 acres, do you think?—A. I think a little over 2,000,000 feet.

Q. You have seen it and are now stating what you know personally about the quantity of pine on that lot?—A. Yes, sir.

Q. What were the terms of your contract with Mary Bray?—A. Six dollars a thousand, and I guaranteed her \$3 a thousand.

Q. That would be \$6,000 that you guaranteed her for the timber on that lot?—A. Yes, sir.

Q. Did you succeed in holding that contract under the arrangement Governor Pound had secured?—A. No, sir.

Q. Did she decide against you?—A. No, sir; she decided in my favor and insisted on my having the timber. Mr. Rusler then said that he would not act in the case; that he would refer it to Agent Gregory; and he did so, and Agent Gregory refused to sign the contract.

Q. And therefore you lost it?—A. Yes, sir.

Q. Who did obtain that contract?—A. Peter Bergevin.

Q. Has the timber all been taken off?—A. I do not think it has. It has been cut over, but there is some timber standing yet.

Q. Was the contract with Bergevin fulfilled, as you understand; did he go on and cut the timber?—A. Yes, sir; I think so.

Q. Is it your judgment that \$2,000,000 feet were taken off?—A. Yes, sir.

Q. Do you know whether Bergevin paid her the same price?—A. I could not swear to it, but I understand that he did not; that he paid something like \$2.75.

Senator BLACKBURN. Will the witness tell where he got that information? He is going on and telling what he understood.

The WITNESS. I could not give the name, but it was talked about there on the reservation by different parties that they did not get as much stumpage.

Q. What condition is that 80 acres of land in now?—A. It is all cut over.

Q. What is left upon it?—A. There is pine left upon it that is 1½ to 2 feet through on the stump.

Q. Is it in one body?—A. No, sir; it is scattered. Every tree that showed rot on it, what we call "punts" sticking out on the side of the tree, has been let alone.

Q. Is the hard wood upon it cut?—A. No, sir.

Q. How much is there left of that?—A. There is but little on there.

Q. Is there a body of timber in one bunch on that Mary Bray land that is uncut?—A. No, sir; I do not think so.

Q. Is that land good for cultivation?—A. No; it is worth nothing; it is rocky and sandy.

Q. What is its value?—A. I consider it worthless.

Q. Is it worth a dollar an acre?—A. No, sir; I would not accept of it as a gift and pay the taxes.

Q. Is it conveniently located for one to live on; is it near the village?—A. It is about five or six miles from the village.

Q. Is it located on a road?—A. No, sir; it is not on a road. There are houses within a mile of there; families are living within a mile of there.

Q. But it is a piece of land that is not fit for use?—A. No, sir. In that country, in the woods where it is rocky, it is very rocky and rough and muddy, so that it is almost impossible to get in there with wagons in the summer season. A man can get around in the winter all right.

Q. State how, under these contracts, which provided that three-quarters of the land should be cut over and the other quarter left, the work was done?—A. The way it is done is this: On the margin of the contract is drawn an outline of the lot, and the end that was designated to be left standing would have a line drawn across with cross-marks on it like this. [Indicating.]

Q. Was that done on each contract?—A. I think it was done on every contract. I think you will find it on all the contracts at the Department.

Q. In arranging the contracts who designated the end of the lot which was to be reserved?—A. The farmer marked it out; but he would ask either the Indian or the man contracting for the timber, or both, where this reservation should be.

Q. And these contracts would come on to Washington with those diagrams on them?—A. Yes, sir.

Q. What attention, if any, was paid, in cutting off the timber in the cases which you know of, to that diagram?—A. When our man looks over this land to see if there is any timber on it before we advance supplies or cash, he goes over that 80 acres and there is generally one end of the 80 acres that is hard-wood timber, and when he comes in and makes his report he says, reserve that part of this 80.

By Senator BLACKBURN:

Q. That is your own man you are speaking of now?—A. Yes, sir.

By the CHAIRMAN:

Q. And that reservation was not always in strict conformity to the diagram on the back of the contract, was it? Was the reserve piece that was not cut always the end which in the diagram was reserved?—A. I do not think it was.

Q. You would not say that ordinarily it was?—A. I would not like to say that; I do not know, because whenever the Indians were cutting timber I never went near the "eighties" at all.

Q. Were these contracts made in duplicate?—A. Yes, sir; they were made in duplicate and sent to Washington, one being returned and the other held here in the Department.

Q. And the diagram is on each of them, and comes back on the one that is returned?—A. Yes, sir.

The select committee then adjourned until Saturday, March 10, 1888; at 10.30 o'clock a. m.

WASHINGTON, D. C., *Saturday, March 10, 1888.*

The select committee was called to order by the chairman, Senator Chandler, at 10.30 o'clock a. m.

Present, Messrs. Chandler, Platt, Cullom, and Blackburn.

The CHAIRMAN (to Senator Blackburn). If you will waive the cross-examination of Mr. Calligan for the present I would like to take the testimony of some Indian witnesses.

Senator BLACKBURN. That will be satisfactory to me.

The CHAIRMAN. I will recall Mr. Coffey.

TESTIMONY OF JAMES I. COFFEY (Recalled).

JAMES I. COFFEY was recalled and further examined.

By the CHAIRMAN:

Q. What other interpreter is there in Washington with these Indians besides yourself?—A. Antoine Denomie.

Q. Is he present in the room?—A. Yes, sir.

Q. How many of the witnesses who have been summoned here to testify speak English?—A. There is John B. Denomie, who is the brother of Antoine Denomie, who speaks English, and Ira Isham and Charles Headflyer speak English. Those are all that I know who can speak English intelligibly.

Q. Who among the others to be examined would need interpreters?—A. Sang-gha-ah-me-goons, or Mike Diver, is one and Maw-see-gee-sick. I think Henry Linch can understand English, but I do not think he can speak it. I think he will need an interpreter. A couple of parties here who were not summoned will need an interpreter. Annimossing is one and Indebbeans, or Little Cloud, is another.

TESTIMONY OF ANTOINE DENOMIE.

ANTOINE DENOMIE, having been duly sworn by the chairman, was interrogated as follows:

By the CHAIRMAN:

Q. Where do you live?—A. On the Bad River Reservation.

Q. Are you an interpreter?—A. Not a professional interpreter. I was appointed to come with the delegation to stand by the interpreters as an assistant.

Q. You speak the language of the tribe?—A. Yes, sir.

Q. And also speak English?—Yes, sir.

The CHAIRMAN (to Senator Blackburn). I propose to swear these men as interpreters.

Senator BLACKBURN. I shall enter an objection against his acting as an interpreter if you are going to have him as a witness also.

The CHAIRMAN. I do not know that I need to use this one as a witness; but I thought I would swear both Mr. Coffey and Mr. Denomie as interpreters.

Senator BLACKBURN. Well, let me note the objection.

(James I. Coffey and Antoine Denomie were then duly sworn by the chairman to act as interpreters.)

The CHAIRMAN. I will now call Charles Headflyer.

TESTIMONY OF CHARLES HEADFLYER.

CHARLES HEADFLYER, having been duly sworn by the chairman, was interrogated as follows:

By the CHAIRMAN:

Q. Where do you live?—A. I live on the Court Oreille Reservation.

Q. Do you belong to the band of Indians which live on that reservation?—A. Yes, sir.

Q. How long have you lived there?—A. Since I was born.

Q. Have you been there this winter?—A. Yes, sir.

Q. During the whole winter?—A. Yes, sir.

Q. What have you been doing this winter?—A. I haven't been doing anything this winter.

Q. Do you know about the lumbering which is going on there this winter?—A. Yes, sir.

Q. Have you visited the lumber camps?—A. Yes, sir.

Q. Tell the committee what contractors are cutting and hauling lumber there this winter—I mean the men to whom the Indians have sold their timber?—A. You mean the companies? There is Dobie & Stratton, Clark & Thomas, and the Valley Lumber Company.

Q. What is the name of the agent of the Valley Lumber Company?—

A. I don't remember what the agent's name is.

Q. How many of the Dobie & Stratton camps are there this winter?—

A. Twenty-six camps.

Q. Are there white men and Indians at work in all the camps?—A. They are most all white men.

Q. Can you tell us about how many in all are at work for Dobie & Stratton, white men and Indians?—A. There must be about ten hundred Dobie & Stratton men.

Q. A thousand men, you mean?—A. Yes, sir.

Q. Are there any Indians among them?—A. Very few.

Q. How many do you think are white men and how many Indians?—

A. There isn't more than seventy-five Indians, I think.

Q. What work are Dobie & Stratton's men doing, or what were they doing when you saw them?—A. All kinds of work; chopping, cutting logs, and driving teams.

Q. Did you see chopping going on?—A. Yes, sir.

Q. And trees being cut?—A. Yes, sir.

Q. Where are the logs being hauled?—A. You mean where the logs are delivered? In the lake.

Q. At Court Oreille?—A. Yes, sir.

Q. Where do they go from there?—A. To the Chippewa River.

Q. Is there an outlet from the lake to the river?—A. Yes, sir.

Q. They run out from Lake Court Oreille into Chippewa River?—
A. Yes, sir.

Q. Now about the Valley Lumber Company—how many men are they employing?—A. There must be close to 250.

Q. Are they all actively at work, busily at work?—A. Yes, sir.

Q. How many Indians and white men are employed; what portion of the 250 are Indians and what portion white men?—A. I think they are half Indians and half white men.

Q. How many men are Clark & Thomas employing?—A. There must be nearly up to three hundred.

Q. How many of those are white and how many Indians, as near as you can judge?—A. I think there are about forty Indians and the rest are white men.

Q. Have you worked at lumbering on the reservation?—A. Yes, sir.

Q. When?—A. The last I worked was four years ago.

Q. Have you applied for work since, or asked to be employed?—A. No, sir.

Q. Did you come here with the Chippewa Indians to see the Commissioner?—A. Yes, sir.

Q. Why did you come; what is your reason for coming?—A. I came here to help the Indians about their matters.

Q. What was the object in their coming?—A. They wanted the Commissioner to fix what was the trouble in the reservation.

Q. State briefly what the trouble is, as you understand it.—A. It is about the school lands and the swamp lands in the reservation.

Q. What else?—A. And about these white men working on the reservation.

Q. What else; any complaint about allotments?—A. About these allotments, that I understood the whites were cutting upon on the reservation.

Q. Anything more?—A. About the reservation getting smaller.

Q. Do you think of anything else?—A. And about this money we received from the timber. The agent took the money and put it in the bank and we don't receive the interest.

Q. Is there anything more?

(No response.)

Q. I will ask you if all the complaints of the Court Oreille Indians have been put in writing?—A. Yes, sir.

Q. Who put them in writing?—A. Mr. Coffey.

Q. Were they all in one paper or in different papers?—A. They were in two papers.

Q. Were they presented to the Commissioner?—A. Yes, sir.

Q. Did you sign them?—A. Yes, sir.

Q. You think they were put in two papers and presented to the Commissioner?—A. Yes, sir.

Q. Have you had an allotment yourself?—A. Yes, sir.

Q. When was your allotment made?—A. It must be near ten years now.

Q. For how many acres of land?—A. The patent says eighty acres of land.

Q. Had you a new allotment two years ago?—A. No, sir.

Q. Have you a right to eighty acres more?—A. I do not think it.

Q. You do not think you have?—A. No, sir.

Q. Have you sold timber for yourself?—A. There was no timber.

Q. So that part of it had no timber upon it to sell?—A. No, sir.

Q. How many Indians have contracts with Dobie & Stratton?—A. I could not tell that, because they are scattered all over the reservation.

The CHAIRMAN. That is all.

Senator BLACKBURN. I do not think I want to ask him any questions.

TESTIMONY OF BEMOSHAGESICK.

BEMOSHAGESICK, of the Court Oreille band of Chippewa Indians, was duly sworn by the chairman and interrogated as follows, the questions and answers being interpreted by Messrs. Coffey and Denomie.

The CHAIRMAN. Where do you live?

Interpreter COFFEY. He says on the Court Oreille Reservation, at the trading post.

The CHAIRMAN. Have you been there this winter?

The INTERPRETER. He says he has.

The CHAIRMAN. Have you been there all winter?

The INTERPRETER. He has been there all winter.

The CHAIRMAN. Has he seen the cutting and hauling of logs on the reservation this winter?

The INTERPRETER. Yes, he saw it.

The CHAIRMAN. State the names of the lumbering companies who are getting out logs?

The INTERPRETER. He says he don't know their names.

The CHAIRMAN. Do you know the names of any of the men who are agents of the lumber companies?

The INTERPRETER. Dobie, he says, is one he knows. He says he knows the names, but he says he can not give them.

The CHAIRMAN. Who keeps the store where he lives?

The INTERPRETER. Dobie.

The CHAIRMAN. Has he been to any of the camps this winter?

The INTERPRETER. He says yes; those around the trading-post where he lives.

The CHAIRMAN. Are there any white men engaged in logging and lumbering this winter?

The INTERPRETER. Yes, sir.

The CHAIRMAN. Are there any Indians engaged in lumbering?

The INTERPRETER. He says there are a few.

The CHAIRMAN. How many men in all, whites and Indians, do you think are lumbering this winter on the reservation?

The INTERPRETER. He says he thinks about 1,600 white men and, perhaps, about a hundred Indians.

The CHAIRMAN. Will you ask him why he came to Washington?

The INTERPRETER. He says that it was because he felt dissatisfied with the reservation in some manner, and he will go on to explain.

Mr. DENOMIE (interpreter). And he says he thinks there are things going on in the reservation on which he is placed that he don't think right.

The CHAIRMAN. State some of the things which are going on which you do not think are right.

The INTERPRETER. He says the way that he understood the reservation was laid out in the first place, when it was set aside, that the size it was made then it is not as large now, the way he understands it.

The CHAIRMAN. Anything else?

The INTERPRETER. And he says that there are schools on the reservation now and that there were no lands set aside for school purposes

at the time. He says about sixteen years ago the white men bought pine timber from his old chiefs, his old men, and they were promised \$10,000 for one year's cutting of the pine; that they cut the pine two winters, the white men did, and they never received pay for the timber but once, and they say all the Indians got 75 cents each at that time, and that was the only time that he received any money; that was at about the end of the second year's cutting. He says another complaint is, that within the last two or three years some of the Indians have not received the money that is due them; that they received a portion of it but did not receive all that they are entitled to from the timber they had sold; that he sold the timber for \$6 a thousand and he was paid \$2.25 in settlement and \$3.75 kept out per thousand.

The CHAIRMAN. Let him go on and give the details of that; tell the whole story.

The INTERPRETER. He says he thinks the reason the \$3.75 was taken out was because of the work done on the timber. He says now, during this latter part of the summer and last fall, minor children have taken allotments of 40 acres each, and those older people, who have taken 80 acres before, have taken additional acre allotments, and all those allotments are now being cut and the timber taken off.

The CHAIRMAN. Does he mean that the timber is being cut from the land which has been allotted to minors?

The INTERPRETER. Yes; that timber is being cut now from the minors' land.

The CHAIRMAN. Have you ever sold any timber; if so, when and to whom, and at what price?

The INTERPRETER. He has sold timber last winter to Dobie, about 500,000 feet, and received \$2.75 per thousand for it in money.

The CHAIRMAN. Who did the cutting and hauling?

The INTERPRETER. Antoine Denesher.

The CHAIRMAN. Who employed him?

The INTERPRETER. Dobie.

The CHAIRMAN. Who paid him?

The INTERPRETER. Dobie paid him.

The CHAIRMAN. Did he take out of the contract price what he paid him when he settled?

The INTERPRETER. He says he understands there was \$3 taken off from the contract price to pay this man.

Mr. DENOMIE (interpreter). And he says his timber stood right along the bank of the river.

The CHAIRMAN. Was the amount that was taken out too much, in his opinion?

The INTERPRETER. Yes; he says he thinks they took too much money from him.

The CHAIRMAN. That is all I want to ask him.

Senator BLACKBURN. I have no questions.

The chairman called Ira Isham as a witness.

TESTIMONY OF IRA ISHAM.

IRA ISHAM, having been duly sworn by the chairman, was interrogated as follows:

By the CHAIRMAN:

Q. Where do you live?—A. I live at Court Oreille Reservation.

Q. Do you own property there?—A. My children do, yes, sir.

Q. What is your nationality?—A. I am an American.

Q. How are you connected with the tribe?—A. I married one of their women.

Q. And have children?—A. Yes, sir.

Q. Have you or any members of your family allotments of land on the Court Oreille Reservation?—A. My children have, yes, sir.

Q. When was it allotted?—A. I could not say exactly the first allotment that they received; I think it was about three or four years ago.

Q. How much was allotted?—A. Eighty acres of land.

Q. To whom was it allotted?—A. To my children.

Q. To how many?—A. There are 80 acres apiece.

Q. How many allotments did that make—how many 80-acre tracts?—A. There are so many, I think I will have to stop and count. There are five, I think.

Q. Has the timber been sold off them?—A. Yes, sir; pretty much all—principally all.

Q. With whom are the contracts made?—A. With Dobie & Stratton.

Q. All with Dobie & Stratton?—A. Yes, sir; all with Dobie & Stratton, except that one of my daughters sold to Gaynor & Bergeron.

Q. When was the first season when timber was taken off?—A. Four years ago, I think; I could not say positively.

Q. That would be in the winter of 1883-'84?—A. Yes, sir.

Q. How soon was it all taken off?—A. Well, they are cutting some of it this winter—that is, cleaning up on it.

Q. When was the last contract made, the nearest one to this date?—A. The last contract was made last fall.

Q. With Dobie & Stratton?—A. No, sir; I do not think there is any contract with Dobie & Stratton this winter.

Q. Who was the contract made with?—A. With the Valley Lumber Company for one of the daughters—that is, there is one with Dobie & Stratton this winter for timber.

Q. Can you tell the prices named in the contract under this year's contracts?—A. No, sir; I could not.

Q. About how much?—A. I think it ranges about \$1.50; that is what they received; and I believe they pay him from \$1.50 to about \$6.25 or \$7.

Q. For what, the full price or the stumpage?—A. For the full price, leaving about—I think my daughter gets about \$1.50 for her timber.

Q. In those contracts do the contractors agree to do the cutting and banking?—A. Yes, sir.

Q. Did your daughters sell the timber to them for a certain price, they agreeing to do the cutting and hauling, or for another price which is to be taken from the contract price?—A. Yes, sir; that is the way I understand it. I have not kept myself posted in regard to the cutting and banking of timber.

Q. Have you a good memory?—A. Not very good; no, sir.

Q. Have you been there on the reservation this winter?—A. Yes, sir.

Q. Is there any cutting and hauling of logs going on there?—A. Yes, sir.

Q. By what contractors?—A. Dobie & Stratton, the Valley Company, and Clark & Thomas.

Q. Are Gaynor & Bergeron doing any cutting this winter?—A. Gaynor is not; I think Bergeron is. I do not think Bergevin is there this winter at all.

Q. Do you know whether any lumber is being cut under his contracts?—A. No, sir; I do not.

Q. Can you state whether there are any white men cutting and log-

ging on the reservation?—A. Yes, sir; there are plenty of white men, I think.

Q. Can you tell how many men are lumbering on the reservation this winter—all the men engaged in the work?—A. I should think there was between 1,600 and 1,800 probably.

Q. How many should you think were Indians and how many white men?—A. I could not tell you. Probably you might find in the neighborhood of 200 Indians, but I do not hardly think there are that many at work.

Q. And are the rest all white men?—A. Yes, sir; they are supposed to be white men.

Q. What class of white men come in there to do lumbering?—A. It is principally the Swedes and Norwegians.

Q. Where do they come there from?—A. I could not tell you.

Q. Are there any Chippewa Falls people there?—A. Yes, sir; there are some, but I could not tell you how many.

Q. Are all the contracts made on the reservation with these companies made in the same way your daughters' contracts were made, as you understand it?—A. I could not say for that, but I think not. I think some of them are made out otherwise, but I could not say.

Q. I mean are the same kind of contracts? You have stated that your daughters made a contract at a certain price, and then the contractors were to go and cut off the timber and guaranty your daughters a certain amount net proceeds of stumpage. Do you understand all the contracts are made in that way?—A. Yes, sir; about in that way.

Q. That the contractors do the lumbering in all cases and charge the cost to the Indians?—A. Yes, sir; that is about the way I understand it.

Q. What do you understand as to whether a certain amount is guaranteed to the Indians as the stumpage?—A. That is, after paying the expenses of logging?

Q. Yes; they guaranty, and after that the contractors do the work?—A. Yes, sir.

Q. Do you know whether all the Indians are employed who want to be employed?—A. I could not say as to that.

Q. Do you know of any Indians this winter on the reservation who have been seeking employment and have not had it?—A. No, sir; I do not know.

Q. You know of no such cases?—A. No, sir.

Q. Do you know of any cases where the timber is being taken off from allotments to minor children?—A. No; I do not know anything about that.

Q. Did you come on with the band from the Court Oreille Reservation to Washington?—A. Yes, sir.

Q. Why did they come here?—A. I was told they wanted me to come to help them look up some of their wrongs—that they thought they had been wronged on their reservation.

Q. Did you sign any of the papers of complaint that were made?—A. I think I did, some of them; I am not certain, but I think I did.

Q. Do you know of any complaints which have been made about recent allotments?—A. Yes; I have heard a good many complaints, but I am not positive about any of them.

Q. Were you present when Tom Wall was there in January?—A. No, sir; I was not; I never saw the gentleman.

By Senator PLATT:

Q. I want to ask this question, as I do not know whether I understood you: Did the contractors, Dobie & Stratton, guaranty to your

children that they should get so much out of the contract, or did they buy the lumber for a certain price and then charge them up what they said it cost to get it on to the bank?—A. Yes, sir; that is about the way I understood it.

Q. Not that they guaranteed when they took the contract that they should have so much out of it.—A. No, sir.

By the CHAIRMAN:

Q. How long have you lived on that reservation?—A. Near about five years.

Q. In the cutting of timber that takes place there on each of these allotments under contracts that three-fourths may be cut off and one-fourth left, do they leave one-fourth of the timber in all cases in one body at one side or end of the lot?—A. No, I believe not. They did, I believe, the first winter.

Q. What winter was that, do you think, 1883-'84?—A. Yes, sir; and since that time they have not done so.

Q. How have they cut since then?—A. They have calculated generally to clean everything right up.

Q. Is that the present system of logging, so far as you know?—A. Yes, sir; about the present system, as near as I understand.

Q. Can you give us any idea of how much timber was on the reservation when cutting began, and how much there is left now?—A. No, I could not.

Q. Can you give us any idea of what proportion of the whole has been cut off?—A. I could not, because I never have kept any track of any such thing as that at all.

Q. The reservation consists of three 6-mile townships?—A. Yes, sir; I believe so.

Q. Can you give any idea how fast the timber is being cut off, and how soon it will all be cut off at the present rate of cutting?—A. The way they are cutting now I should not think it would last more than one or two winters.

Q. But you can not give us an estimate of what part of the pine timber was cut off when you went there?—A. No, sir.

Q. Whether one-quarter, one-half, or two-thirds of all the pine?—A. I should say a good deal over two-thirds of it was cut off.

Q. Already?—A. Yes, sir.

Q. State what the Indians do with their money when it is paid to them.—A. Well, they try to get some property, and some of them have got property.

Q. What is the nearest bank in which money can be deposited?—A. I think the nearest bank is at Hayward, Wis.

Q. How far is that?—It is 18 miles from Court Oreille.

Q. Do the Indians put much of their money in bank?—A. I do not think they do themselves.

Q. How is it usually paid to them—in paper money, gold, or silver?—A. In both paper and gold.

Q. Is the money kept back from them by the agent or the farmer in many cases?—A. That is what I understand, though my children's money was never kept back. But others, I understand, have had it kept or held back from them.

Q. Have some complaints been made in that particular?—A. Yes, sir; I understand so.

Q. To whom was the money due your children paid?—A. To themselves.

Q. In all cases?—A. Yes, sir.

Q. And they take good care of it and make good use of it so far as you know?—A. Yes, sir; as a general thing they have made a pretty good use of it. They did not have much left because they did not have a great deal of timber.

Q. What was the largest amount realized by any one of them?—A. I think one of them got the first winter somewhere about \$300.

Q. Is that the largest amount any of them received?—A. No, sir; one got \$400.

Q. What is the largest amount you have ever known one Indian to receive for his timber?—A. I think about \$1,500 or \$1,600.

Q. Who was that?—A. I could not tell his name.

Q. That is the largest amount you have in mind?—A. Yes, sir.

Q. Have you known of any guardians to be appointed for minors to receive money coming from timber?—A. No, I do not know of any guardian, yet I have heard of guardians. I do not know of any personally who have been appointed.

Q. When were these various allotments made to your daughters; were they all made at the same time?—A. Pretty much about the same time.

Q. Do you remember in what year?—A. My wife got the first allotment, and then the children got theirs all at one time or about one time.

Q. When did your wife get hers?—A. She got hers three years ago.

Q. How soon after that did your daughters get theirs?—A. The next spring, I think; the next year.

Q. How were those allotments made; first to your wife and next to your daughters, and who made that allotment to your wife?

The WITNESS. Who was the agent?

The CHAIRMAN. Yes.

A. It was Agent Durfee, I think.

Q. Were you present when the allotment was made to your wife?

The WITNESS. When she drew it?

The CHAIRMAN. Yes.

A. I was present.

Q. Was your wife there also?—A. Yes, sir.

Q. When the tract was staked out or marked out giving the boundaries, were you present or your wife?—A. My son was; I was not.

Q. Was the allotment made on the ground by the agent and did your son go on the ground, select the tract and mark the boundaries?—A. No, sir.

Q. How was that done, as a matter of fact?—A. I think a man named Charlie Patrick went with my son and took out those numbers.

Q. And you understand that he and your son went and marked out the lot?—A. Yes, sir.

Q. And they agreed upon it?—A. Yes, sir.

Q. Was your son satisfied that it was a fair allotment for his mother's interest?—A. Yes, sir.

Q. Now, when your daughters' allotments were made, who represented them?—A. I think it was also Charlie Patrick.

Q. What was he?—A. He is a white man on the reservation.

Q. What office does he hold—is he an interpreter or farmer?—A. I do not know of his holding any office under the Government at all.

Q. Who was the agent when your daughters' allotments were made?—A. Mr. Durfee.

Q. Then it was more than three years ago that the allotments were made?—A. I think that Agent Gregory fetched two or three of the girls' patents, but I will not be certain.

Q. When the allotments were made was Durfee or Gregory the agent?—A. When the selections were made Durfee was agent.

Q. Then that was more than three years ago?—A. Yes, sir; that was about four years ago.

Q. Who represented your daughters when those selections were made?—A. Myself and the farmer.

Q. Who was the farmer?—A. Mr. Pero.

Q. Were you satisfied with these as fair allotments?—A. Yes, sir; I was; but the first selections in some way or other were changed; I could not say how it was done or anything of that kind, but the first selections that were made I had a man—I can't think of his name now—go and pick out those numbers for my children.

Q. Didn't you get those numbers?—A. No, sir.

Q. Why not?—A. I could not say; they must have been changed in some way or other.

Q. When the allotment, however, was finally made you assented to it?—A. Yes, sir.

Q. How have the allotments been made recently, do you know?

The WITNESS. What do you mean?

The CHAIRMAN. Who has made them and how have they been made, and have the boundaries been marked out by the Indians and the agent?—A. As near as I can understand they have been selected by different owners, sometimes themselves, and handed in to the farmer.

Q. The Indian himself would go and examine the ground and make the selection, would he?—A. Well, of course, if it was a woman she would have to get some one to represent her.

Q. How recently have there been any general allotments made on the Court Oreille Reservation; how long since there have been new allotments?

The WITNESS. I do not know that I understand you.

The CHAIRMAN. Has the agent been making new allotments under the treaty or under the act of last year?—A. I think not.

Q. You know the severalty act was passed a year ago in February?—A. Yes, sir.

Q. Have there been any allotments made under the severalty act on the Court Oreille Reservation?—A. I think there have been selections made.

By Senator PLATT:

Q. That is, have they handed in their numbers and names?—A. Yes, sir.

By the CHAIRMAN:

Q. You think the Indians have made their lists for the allotments?—A. Yes, sir.

Q. Has any timber been cut from lots which have been handed in?—A. I could not say; I have heard that rumor that there had been.

Q. But you have no knowledge of any timber being cut on those selections?—A. No. I have not been over the reservation a great deal myself, any farther than my own business required.

By Senator PLATT:

Q. Who is Patrick whom you referred to?—A. Charlie Patrick; he is a man in Dobie & Stratton's employ now, and has been there for some two years.

Q. Was he in their employ when you came and picked out a selection?—A. I think he was not.

Q. Did you pay him anything?—A. Yes, sir.

Q. How much?—A. I paid him \$5 for each selection.

Q. Do you know whether he gets pay now; does he look after the selections now for the Indians?—A. I do not know; I think probably he does.

Q. But you do not know?—A. No, sir.

Q. How does it happen that your daughters got only \$300 and others got \$1,600 for their lumber?—A. I do not know, unless they were charged too much for supplies.

Q. Do you think there was that difference in the selections of allotments; do you think the timber on some tracts was worth \$1,600, while it was only worth \$300 or \$400 on yours?—A. Well, there are some allotments worth more than others of course.

Q. You did not get a first-class allotment?—A. No, sir.

Q. Whose fault was that, yours?—A. In the first place, when they made their first selection we had pretty good timber, but in some way or other the numbers were changed; I could not say how or who did it, or anything.

Q. Is that common; does that happen to other people?—A. I believe that has been done pretty often.

Q. When the selections are made the Indians do not always get the allotment for the lands which they have selected?—A. That is what I understand has occurred in a good many cases.

Q. But you can not tell why it is or how it is done?—A. No, sir.

By Senator BLACKBURN:

Q. You say your information is that they very frequently fail to get the lots selected by them?—A. Yes, I understand that is the case; I have heard that complaint.

Q. Your children failed to get the lots selected by them, did they not?—A. Yes, sir; they did.

Q. That was under the administration of Mr. Durfee as agent?—A. Yes, sir.

Q. How many Indians are on that reservation in these three townships?—A. I should suppose there was something over 900, probably.

Q. All told?—A. Yes, sir.

Q. Out of that number how many would be able-bodied working-men?—A. I do not know; that is pretty hard to state.

Q. Give your best estimate?—A. There would be probably 250 able-bodied men.

Q. Men who could work at manual labor?—A. Yes, sir.

Q. And your estimate is there are 200 of them employed there this season in lumbering?—A. There might be, I said.

Q. Tell me how many constitute this delegation that has come on here about this matter?—A. I think there are seventeen of them; or eighteen altogether.

Q. At whose instance did this committee or delegation come on here; who asked you to come?—A. The Indians.

Q. Which ones of the Indians organized it; who was the most active in getting this delegation sent here?—A. It was the voice of the whole of them there at Court Oreille that sent this delegation here.

Q. Was there any provision made for your expenses?—A. No; there was nothing said particularly about that. They did talk a little about it, and I told them they had better not say anything about it until they could see how they would do, how they succeeded, and they would not be disappointed, nor I either. I told them I would come on and do the

best I could for them, seeing that they had appointed me. I did not want to come, but still it seems that they had put the lot on me to come, and so I told them I would come, being as I had lived with them so long and we had always been friendly with each other.

Q. Are you paying your own expenses here?—A. No, sir; I am not.

Q. Who is doing it?—A. We came under the help of this man who came with us.

Q. Which man?—A. Mr. Curran.

Q. The one who sits there (indicating)?—A. Yes, sir.

Q. Is he paying the expenses of all the eighteen in this delegation?—

A. That is what I understand.

Q. Has he any contract by which he is to receive his money back again?—A. I think he has.

Q. A contract with whom?—A. With those Indians.

Q. What is the nature of that contract, if you can tell?—A. I could not tell you.

Q. You do not know whether they are simply to reimburse him for any money that he expends, or whether he is to be paid?—A. Of course I heard it read, but I have forgotten how it reads.

Q. Tell us your best recollection of what you heard of it?—A. The Court Oreille Indians, I believe, agreed to pay him if they succeeded in their trip, and if they did not, why, they would try to refund him the money when they get back home.

Q. How much were they to pay him if they succeeded in this mission?—A. I do not think it was stated; I did not hear of any stated amount that he was to get.

Q. You do not know about that?—A. No, sir.

Q. What does Curran do out there?—A. I do not know. I never saw him before until I saw him at Bad River.

Q. Does he live on that reservation?—A. I do not know; I think not.

Q. Did you ever hear of him out there before?—A. I have heard the man's name before, but I never saw him.

Q. Did you ever hear of the business he was engaged in there?—A. No.

Q. Do you know whether he is a man of large wealth or not?—A. No, sir; I do not.

Q. You never knew of his having any connection with the Indians on this reservation before, did you?—A. No, sir.

Q. And you have been living there five years?—A. Yes, sir.

Senator BLACKBURN. I believe that is all I want to know.

By Senator PLATT:

Q. Have the Indians tried to come here or send a delegation before this?—A. Yes, sir; they have been time and time again.

Q. What is the reason the delegation has not come before?—A. They could not get money; they could not get any one to aid them in getting money to come; that is the way I have always understood it.

Q. Have they been ready to come before, and have they been persuaded not to come?—A. I could not say.

Q. Have they ever started and turned back?—A. I think they have.

Q. Do you know why they turned back?—A. On account of not getting money to come through, and they have been advised not to come, too, I think.

Q. Did you not start with them twice?—A. I made two trials this time. We went from Court Oreille to Bad River and went back again.

Q. Why did you go back?—A. They wanted to get some more information, I believe the chief said.

Q. They wanted more information?—A. Yes, sir.

Q. Did anybody tell the Indians or yourself that you had better not come?—A. No, they did not tell me.

Q. Do you know whether Agent Gregory told any of the Indians not to come?—A. I thing he did, but I won't be certain.

Q. You do not know it of your own knowledge?—A. No, sir.

TESTIMONY OF MIKE DIVER.

SANG-GAK-AME-GOONS, or MIKE DIVER, of the Fond du Lac band of Chippewas, having been duly sworn by the chairman, was interrogated as follows, Messrs. Coffey and Denomie acting as interpreters:

The CHAIRMAN. Where do you live?

Interpreter COFFEY. At Fond du Lac Reservation.

The CHAIRMAN. Have you been there this winter?

The INTERPRETER. Yes; he says that is where he came from.

The CHAIRMAN. Is there any cutting and hauling of logs going on there?

The INTERPRETER. He says there is.

The CHAIRMAN. Who are the contractors?

The INTERPRETER. Mr. Hynds.

The CHAIRMAN. What other contractors?

The INTERPRETER. That is all that he knows of.

The CHAIRMAN. How many men has Hynds lumbering for him?

The INTERPRETER. He says he could not say for certain how many.

The CHAIRMAN. You may ask him about how many; one hundred or two hundred in round numbers?

The INTERPRETER. He says he would put it at one hundred and fifty at least.

The CHAIRMAN. White men and Indians?

The INTERPRETER. He says only white men; at least one hundred and fifty white men.

The CHAIRMAN. How many Indians does he think are working for Hynds?

The INTERPRETER. He says there are probably about twenty.

The CHAIRMAN. Did he come here with the other Chippewa Indians to see the Commissioner of Indian Affairs?

The INTERPRETER. Yes, sir.

The CHAIRMAN. Ask him why he came to see the Commissioner; what he wanted to say to him.

The INTERPRETER. He says there are things that they see that are not going right on the reservation, and when they ask the Indian agent to intercede for them and help them in those matters, that he does not pay any attention to them, and they have the idea that they would receive some respect in Washington; that is why they come here to have the authorities here in Washington look the matter up.

The CHAIRMAN. What particular things does he complain of?

The INTERPRETER. He says one thing in particular is that there are people who do not belong on the reservation, who come on the reservation from around the country and select lands, and when it comes to allotting the lands the Indians want to reject those parties, and that they cannot do; they cannot reject them; and that is one thing that they feel very dissatisfied about.

The CHAIRMAN. Ask him to state some more of his complaints?

The INTERPRETER. He says another thing is, that as long as he feels satisfied now that he does not receive any assistance or respect from

the agents up there, that he wants to come down here and find out whether he can get any help here, and if he fails in doing that he will go home satisfied.

The CHAIRMAN. But we wish to know what he wants done; what change he wants made in the manner of doing business up there besides what he has told already?

The INTERPRETER. He says the Indians want only those who belong on the reservation to have allotments on that reservation.

The CHAIRMAN. Has he an allotment there; if so, when was it made?

The INTERPRETER. He says he has not any allotment there.

The CHAIRMAN. Has he ever had any timber to sell there?

The INTERPRETER. No, sir.

The CHAIRMAN. Has he ever worked at logging there?

The INTERPRETER. Yes, sir; he has labored.

The CHAIRMAN. For whom has he worked?

The INTERPRETER. He says the first winter he worked for Mr. Bergeron, that the second winter he worked for the same party, and the third winter he worked for Joe Quidot—this winter.

The CHAIRMAN. Are you a member of the tribe, and if so, why are you not entitled to an allotment of land with timber on it?

The INTERPRETER. He says he is a member the tribe. He says before he takes an allotment he wants to see first what is going to become of this land which will be left after all the Indians there have taken allotments.

The CHAIRMAN. Is he entitled to an allotment?

The INTERPRETER. Yes; he says he is entitled to an allotment.

The CHAIRMAN. How many acres does he understand he is entitled to?

The INTERPRETER. He says he is entitled to 80 acres.

The CHAIRMAN. Has he selected his lot or told the agent what lot he wants?

The INTERPRETER. He says, no, sir.

The CHAIRMAN. Is he married and has he children?

The INTERPRETER. He says he is married and has children.

The CHAIRMAN. How many children?

The INTERPRETER. He has two living and one dead.

The CHAIRMAN. Are the children entitled to allotments; if so, how many acres to each?

The INTERPRETER. He says, no. He says if he thought they were entitled to allotments he would have taken it for them lately.

The CHAIRMAN. He does not think the children are entitled to them?

The INTERPRETER. That is what he says. He says he thinks the children are not entitled to the allotments, and that is the reason he does not select any.

The CHAIRMAN. Has he ever been asked by anybody to sell his timber?

The INTERPRETER. He says nobody ever asked him to sell any timber, knowing that he had not any to sell.

The CHAIRMAN. Has he ever been advised or told by anybody that he had better have his allotment and sell his timber?

The INTERPRETER. He says Agent Durfee advised him to select an allotment, but he did not advise him to sell any timber.

The CHAIRMAN. Has he been advised since Agent Durfee's time?

The INTERPRETER. No, sir; not any since.

The CHAIRMAN. That is all. (To Senator Blackburn.) Do you desire to ask any questions?

Senator BLACKBURN. I do not.

TESTIMONY OF HENRY LYNCH.

HENRY LYNCH, of the Lac de Flambeau Reservation, having been duly sworn by the chairman, was interrogated as follows:

By the CHAIRMAN:

- Q. Where do you live?—A. I do not live in one place all the time.
- Q. Do you live on the Flambeau Reservation?—A. Yes, sir.
- Q. Are you married?—A. I have been.
- Q. Have you children?—A. Yes, sir.
- Q. Your wife is not living?—A. No, sir.
- Q. How many children have you?—A. Three living, and three have died.
- Q. Have you been on the Flambeau Reservation this winter?—A. Yes, sir.
- Q. What contractors are cutting and hauling timber there?—A. Sherman Brothers, Cosgrove, and Cap. Henry.
- Q. Are those all?—A. Those are all I know of.
- Q. How many men in all are there cutting and hauling timber there this winter?—A. I could not tell you.
- Q. State as near as you can judge?—A. I know a couple of shanties of 80.
- Q. Who are they working for?—A. Sherman Brothers.
- Q. Are there any more that you know of?—A. I know there are a good many shanties, but I could not say for sure.
- Q. Are there any more working for Sherman Brothers?—A. I could not say.
- Q. Can you say whether there are 100 or 300, more or less, men at work in all on the reservation lumbering?—A. They have six shanties, they claim; I did not see them, however, but only these two shanties.
- Q. Those are all you saw?—A. I saw some old shanties put in years ago, and there are eight of them.
- Q. Can you not give us some idea of how many men are working there?—A. There must be 200 anyway; I will say that.
- Q. You would say certainly 200?—A. Yes, sir.
- Q. You said there were about 80 in those two camps you saw?—A. Yes, sir.
- Q. Now, tell the committee how many of those men are white men and how many Indians?—A. In one shanty there was not one Indian; they were all white men.
- Q. How with the other?—A. In the other there was not but one full-blood and the others were half-breeds. There were 6 (I believe) half-breeds in one, and the rest were whites.
- Q. Out of 40, do you mean?—A. I mean out of the 80.
- Q. Do you know any camp where there are none but Indians?—A. No, sir.
- Q. Have you sold any timber?—A. No, sir.
- Q. Have you had any allotments of land on the Flambeau Reservation?—A. No, sir.
- Q. Are you entitled to any?—A. Yes, sir.
- Q. Did you come on with the band to Washington?—A. Yes, sir.
- Q. Have you made complaint to the Commissioner?—A. No, sir.
- Q. Have you signed a paper to the Commissioner?—A. Yes, sir.

TESTIMONY OF MA-DWA-YAW-SANG.

MA-DWA-YAW-SANG, of the Lac de Flambeau Reservation, having been duly sworn by the chairman, was interrogated as follows, Messrs. Coffey and Denomie acting as interpreters:

The CHAIRMAN. Where do you live?

Interpreter COFFEY. He lives at Waswawganee, Flambeau Reservation.

The CHAIRMAN. Has he been there all this winter until he came to Washington?

The INTERPRETER. He has.

The CHAIRMAN. Is there any lumbering going on this winter on the reservation?

The INTERPRETER. Yes, sir.

The CHAIRMAN. Under what contractors?

The INTERPRETER. He says he only remembers one name and that is Sherman. He says there is another contractor he knows, but he does not know his name.

The CHAIRMAN. How many men in all are lumbering for Sherman Bros.

The INTERPRETER. He says he could not say for certain, but he says he does not know of one Indian working for Sherman Bros., and there might be a hundred white men or more.

INTERPRETER DENOMIE. He says Sherman does not accept any Indian to work for him.

The CHAIRMAN. Does he not know some Indians working for Sherman Bros.?

The INTERPRETER. He says there are some Indians who applied for work to Sherman Bros., but they were not received.

The CHAIRMAN. Now, I will ask him again, does he not know that some Indians are at work for Sherman Bros.?

The INTERPRETER. He says he does not know of any that are working for them.

The CHAIRMAN. Is the other lumber contractor named Captain Henry?

The INTERPRETER. He says that is one.

The CHAIRMAN. Are there Indians working for Captain Henry?

The INTERPRETER. Yes, sir.

The CHAIRMAN. How many Indians and how many white men are working for Captain Henry?

The INTERPRETER. He says he would not say for certain how many white men and how many Indians, but he says that he should judge about fifty white men for Captain Henry and probably about ten Indians.

The CHAIRMAN. Did he come here with the delegation to see the Commissioner?

The INTERPRETER. Yes, sir.

The CHAIRMAN. Did he sign a paper to the Commissioner making complaints with the other Indians?

The INTERPRETER. Yes; he put his name down or signed it.

The CHAIRMAN. What complaints did he make of the way things are managed on the reservation?

The INTERPRETER. He says you can see how old he is. He says his troubles began ever since he was so high [indicating], and he says he could not tell them in one day if he should tell all his troubles.

The CHAIRMAN. Ask him what the present troubles are.

The INTERPRETER. He says one of the complaints is about a certain treaty that was made away back some years ago, the result of which is not satisfactory to the Indians now.

The CHAIRMAN. Was that the treaty of 1854?

The INTERPRETER. He says he means most all the treaties that have been made away back.

The CHAIRMAN. That they have been bad?

The INTERPRETER. Yes; and another thing is that the Indians think that there is something here belonging to them resulting from those treaties made some years ago.

The CHAIRMAN. What are the immediate troubles?

The INTERPRETER. He says another complaint is about the manner in which the timber is being cut on the reservation.

The CHAIRMAN. What fault is there in the way that the timber is being cut?

The INTERPRETER. He says that the Indian agent came there on the reservation and he went into a wigwam about two acres distant from where his camp was, but he did not know that the agent was there. He says another Indian agent came there, and during three weeks he came there three times; and then he heard that the agent and Sherman Bros. were trying to get the timber from the Indian women there without everybody knowing about it.

Interpreter DENOMIE. And that was the object of his visits there.

Interpreter COFFEY. He says he went to the Indian agent and asked him, and he says, "I told him this, that these women sell their timber without everybody knowing about it"—that is, secretly; and that he told the agent that he had better arrange it so that the Indians would go to work and cut their own timber and work on their own timber, so as to get all the benefit of all the proceeds from the timber. And the Indian agent did not say anything to them about it. And he says in a little while there were twelve Indians who went to work and worked for a little while, and then there were about 100 white men came there, and then the Indians all left. He says the Indians were moved away—that is as much as to say they were driven away. He says then those Indians that worked there were given papers on the store there—on Sherman Bros.' store—and they received goods, and were given 6 yards of calico for a dollar, and did not receive any money for the labor they had performed.

The CHAIRMAN. I will ask him whether the tribe found any fault with the allotments of land claimed by Indians that were not accepted by the tribe?

The INTERPRETER. He says they have not had many of those, but there are some mixed-bloods who came there who are nearly all white, and the Indians did not feel satisfied that they should have allotments, and so they refused to grant them their allotments and they went away. He says that all he states is the whole truth and he does not tell anything but the truth.

The CHAIRMAN. Tell him we believe that. What is his relation to the tribe; is he the chief or head man?

The INTERPRETER. He says he does not consider himself a chief, but he is spokesman for his tribe and does the business for his tribe.

Interpreter DENOMIE. He says his name is here in Washington as chief, but he does not want to say that he is a chief.

Senator BLACKBURN. I have no questions to ask.

TESTIMONY OF JOHN B. DENOMIE.

JOHN B. DENOMIE, of the Bad River Reservation, having been duly sworn by the chairman, was interrogated as follows:

By the CHAIRMAN:

- Q. Where is your home?—A. On the Bad River Reservation.
- Q. On the reservation itself?—A. Yes, sir.
- Q. Is there a village there?—A. Yes, sir.
- Q. What is the name of the village?—A. Adanah.
- Q. Have you been there this winter?—A. Yes, sir.
- Q. Have you seen logging going on there?—A. Yes, sir.
- Q. What contractors are logging there?—A. The Superior Lumber Company.
- Q. Who is the individual who represents that company?—A. D. A. Kennedy is the one who buys.
- Q. Who else buys logs on the reservation?—A. A. Maxim is another, and Eastman is another, I think.
- Q. Are those three all buyers of logs?—A. Yes, sir; they buy the logs.
- Q. Are there any others?—A. Yes, sir; two or three more; but I do not know their names.
- Q. How many men in all are cutting and hauling logs on the reservation this winter?—A. I should judge about 400 or 500.
- Q. Of that 400 or 500 how many are Indians, and how many are white men?—A. I should think there were 25 or 30 Indians, and the rest whites.
- Q. Are you quite sure that not more than 25 or 30 are Indians?—A. I think I am not far off.
- Q. And you think there are four hundred white men at work?—A. I should judge between four and five hundred.
- Q. Is all the chopping and cutting down of trees done by white men?—A. Yes, sir.
- Q. Have you had an allotment there?—A. Yes, sir.
- Q. Have you sold timber from it?—A. Yes, sir.
- Q. How many acres has your allotment?—A. Eighty acres.
- Q. When was it allotted?—A. About four or five years ago.
- Q. When did you sell your timber?—A. I did not have but little timber.
- Q. Did you not have any timber at all?—A. Not on my eighty; I had two eighties.
- Q. How much did you have on the other eighty?—A. About 50,000 feet, probably.
- Q. That was allotted four years ago?—A. That was allotted pretty near twenty years ago.
- Q. When was your second eighty allotted?—A. Four or five years ago.
- Q. To whom was that allotted?—A. To my daughter.
- Q. Did you sell that timber?—A. Yes, sir.
- Q. When?—A. That would be two years ago last fall.
- Q. In 1885-'86?—A. Yes, sir.
- Q. To whom did you sell?—A. To the Superior Company.
- Q. How much timber—how many feet?—A. I guess somewhere about five or six hundred thousand.
- Q. What price did you get?—A. I got two prices; one price was \$1 and the other price \$2.

Q. That was for your daughter's timber?—A. Yes, sir.

Q. For stumpage?—A. Yes, sir.

Q. Did you cut off the timber yourself?—A. Yes, sir; I cut off the timber.

Q. What was the price named per thousand in the contract which you signed for your daughter?—A. There were two grades and two prices. One price was \$1 and one price \$2.

Q. That was stumpage?—A. Yes, sir.

Q. Was that in the contract?—A. Yes, sir.

Q. Did you sign the contract on a paper like that [showing a blank form to the witness]?—A. Yes, sir—I can not read, but I think that is the one.

Q. The contract said that you were to cut and bank the timber?—A. Yes, sir.

Q. Did you cut and bank the timber?—A. I did.

Q. You did it yourself?—A. Yes, sir.

Q. Then why did you not get more money?

The INTERPRETER. He says he had to pay for the labor in getting the timber out.

Q. And when you had paid for getting the timber out it only left you \$1 and \$1.75?—A. A dollar in one grade and in the other grade \$2.

Q. But you did the work yourself?—A. Yes, sir.

Q. You hired the men to work for you and paid them?—A. Yes, sir; I hired the men to work for me and the teams and everything, and I paid for them all.

The CHAIRMAN. That is all.

Senator BLACKBURN. I have no questions.

TESTIMONY OF JAMES C. CURRAN (Recalled).

JAMES C. CURRAN was recalled and further examined.

By the CHAIRMAN :

Q. Have you a copy of the complaint signed by the Flambeau band of Indians which was delivered to the Commissioner of Indian Affairs?—A. Yes, sir.

Q. Is this it [exhibiting a paper to the witness]?—A. Yes, sir.

Q. Is this a correct copy?—A. Yes, sir; as near as I can say.

Q. It does not appear to be dated; was there a date to it?—A. I think there was no date to it.

Q. When was it handed to the Commissioner?—A. A week ago last Friday, I think it was.

The CHAIRMAN. I want to put that into the record.

The petition referred to is as follows :

Petition of the Flambeau bands.

To the Hon. Commissioner of Indian Affairs :

SIR : The undersigned, your petitioners, respectfully represent that they are Chippewa Indians, and belong to the Lac de Flambeau bands of Chippewas; that they reside upon their reservation in the State of Wisconsin; that a large number of said Indians have had lands allotted to them in severalty as provided by law; that said lands are valuable chiefly for the pine timber thereon; that such of your petitioners as have not received their lands in severalty are desirous of availing themselves of that privilege, and that all of your petitioners desire to sell their pine timber as soon as possible and to the best advantage.

Your petitioners further represent that there is no one on the reservation connected with the Government who has thus far made any effort to protect your petitioners in their rights and interests; that the agent appointed by the Government does not afford them necessary information or protection in the allotment of lands and in the sale of timber; that one Sherman has for some time been engaged in purchasing timber on the reservation and in cutting and logging the same; that your petitioners are not willing to sell their timber to said Sherman, for the reason that he, said Sherman, does not treat them fairly; does not agree to give them as much for their pine as they can obtain from other parties; does not pay them as he agrees, and refuses to explain to them their contracts or to settle with them as to amounts paid or due, and frequently compels them to take, as part payment, goods at exorbitant prices.

Your petitioners further represent that one Joseph Allen is, officially or otherwise, in the employment of the agent in charge of the reservation; that it has been the business of said Allen to attend to the allotment of lands, and that he has either been instructed or assumes to solicit and secure contracts for the sale of timber to said Sherman. That in many instances, when members of the tribe have received their allotments of land, said Allen has requested the Indians to sell their timber to said Sherman, and has used promises and other inducements, and has made use of his position and influence to secure such sales, and when parties have refused to make such sales to Sherman, said Allen has stricken their names out and substituted other names.

Your petitioners, while they do not specifically charge the agent with collusion, do assert that he has been careless of their interests in this respect; has allowed said Allen and Sherman to manage the business in their own interests, and has in some instances himself solicited sales for Sherman. Your petitioners charge that said Allen is in direct collusion with Sherman, and that his conduct in the management of this business is to the serious injury of the rights and interests of your petitioners. That if your petitioners had some one to act for them, without interference from any one connected with the agency, they could make sales of their timber at better figures than can be obtained from Sherman or any connected with him, and for cash, and run no risk of loss.

Your petitioners state that they do not want said Allen to have anything to do with their business; that they want some one of their own choice to make contracts for the sale of their timber, and that until such a change is made their rights and interests are in continual jeopardy.

Your petitioners have unanimously requested John C. Curran, of Oneida County, Wis., to act for them and take charge of their business in connection with the sale and cutting and logging of their timber. Mr. Curran is an old resident of northern Wisconsin, has for many years been engaged in lumbering; is an experienced woodsman; is acquainted with our language, and has the complete confidence of our people.

Your petitioners, therefore, respectfully ask that if said Allen is acting in an official capacity he may be excluded from any connection or interference with the business of allotment of lands and sale of timber on the reservation; that if he is not so acting in an official capacity, the agent in charge may be instructed not to allow said Allen to interfere in any manner with said business, and that said agent may be instructed to recognize Mr. Curran as the agent of your petitioners in all things connected with said business and clothed with full power to act in their behalf.

Witness to mark.

We-Shoek, his x mark.	J. C. Curran.
Waw-be-ga-ka-ke, his x mark.	J. C. Curran.
Wase-quai-be, his x mark.	J. C. Curran.
Esqw-awe-tunk, his x mark.	J. C. Curran.
Paw-Wock-way, his x mark.	J. C. Curran.
Kekekouce, his x mark.	J. C. Curran.
Waw-be-Scabenest, his x mark.	J. C. Curran.
Saw-we-Skow-gish, his x mark.	J. C. Curran.
We-Saun-Gish, his x mark.	J. C. Curran.
We-auk-gish, his x mark.	J. C. Curran.
Bobce-cer-Tosh, his x mark.	J. C. Curran.
Mist-tyo-gish-wahe, his x mark.	J. C. Curran.
Was-in-akin, his x mark.	J. C. Curran.
Wa-way-sh-gish, his x mark.	J. C. Curran.
Cow-a we Lunk, his x mark.	J. C. Curran.
Mar-che-aushe, his x-mark.	J. C. Curran.
Ene-quan, his x mark.	J. C. Curran.
Jo ne me-gish, his x mark.	J. C. Curran.
Aundee, his x mark.	J. C. Curran.
Paw-gum-a-bie, his x mark.	J. C. Curran.
Knock-way, his x mark.	J. C. Curran.

Sin-ek-Ke gup, his x mark.	Witness to mark.
Got-che-che-gish, his x mark.	J. C. Curran.
Doe-Ke-muse, his x mark.	J. C. Curran.
Cow-wes-Kunk, his x mark.	J. C. Curran.
Bab-bam-an-she, his x mark.	J. C. Curran.
Pash-we-que cence, his x mark.	J. C. Curran.
Pe-M-use-Gish, his x mark.	J. C. Curran.
We-Met-Te-gosh, his x mark.	J. C. Curran.
Puc-cum-Esert, his x mark.	J. C. Curran.
En-ene-quai-bei, his x mark.	J. C. Curran.
Cowe-Ew-tioshi, his x mark.	J. C. Curran.
Man-o-Tonce, his x mark.	J. C. Curran.
Kew-o-she, his x mark.	J. C. Curran.
Saw-way, his x mark.	J. C. Curran.
Quin-gush, his x mark.	J. C. Curran.
Ma-Ma-no-she, his x mark.	J. C. Curran.
Ocke-wance, his x mark.	J. C. Curran.
O-Jom-Mey-gish, his x mark.	J. C. Curran.
Pa-she-i-gish, his x mark.	J. C. Curran.
Saw-gutcheway-gisis, his x mark.	J. C. Curran.
Se-Saw-gos-en, his x mark.	J. C. Curran.
Met-E-way-gish, his x mark.	J. C. Curran.
Saws-goge-yek, his x mark.	J. C. Curran.
Sa-cas-e-gay, his x mark.	J. C. Curran.
To-To-Tunk, his x mark.	J. C. Curran.
Ke-Keo-gish, his x mark.	J. C. Curran.
O-ge-she-oshe, his x mark.	J. C. Curran.
We-shoe, his x mark.	J. C. Curran.
Che-ock-Que-Quaw, his x mark.	J. C. Curran.
Chag-a-be o, his x mark.	John Barnes.
Che-mo-que-man, his x mark.	John Barnes.
Yee-shick, his x mark.	John Barnes.
Kee-wis, his x mark.	John Barnes.
Nee-gon-oshk, his x mark.	John Barnes.
Che-o-gish, his x mark.	J. C. Curran.
May-che way, his x mark.	J. C. Curran.
Metegashe, his x mark.	J. C. Curran.
Maw-gish, his x mark.	J. C. Curran.
Waw-bige, his x mark.	J. C. Curran.
Caw-ance, his x mark.	J. C. Curran.
Bune-au-she, his x mark.	J. C. Curran.
Ba-E-gish, his x mark.	J. C. Curran.
Mone-mage, his x mark.	J. C. Curran.
Pa-she-beiaushe, his x mark.	J. C. Curran.
Pe-we-ce-she, his x mark.	J. C. Curran.
Ke-bee-aush, his x mark.	J. C. Curran.
Waw-we-a-gish, his x mark.	J. C. Curran.
Saw-we-seo-gaunish, his x mark.	J. C. Curran.
Bob-be-washe, his x mark.	J. C. Curran.
Arche-guin, his x mark.	J. C. Curran.
En-we-waush, his x mark.	J. C. Curran.
Met-way-aw-Seuk, his x mark.	J. C. Curran.
Mes-e-way-gishe, his x mark.	J. C. Curran.
Ma-che-qua, his x mark.	J. C. Curran.
Pash-a-quashe, his x mark.	J. C. Curran.
Pash-a-gove-ise, his x mark.	J. C. Curran.
Pish-in-Ke-ance, his x mark.	J. C. Curran.
Ma-che-an-e-guet, his x mark.	J. C. Curran.
Hank Lynch, his x mark.	J. C. Curran.
Pe-gone-au-she, his x mark.	J. C. Curran.
Pe-ton-e-guet, his x mark.	J. C. Curran.
Pa-bo-gue-way, his x mark.	J. C. Curran.
Ma-che-e-gwaka, her x mark.	J. C. Curran.
Che-che-twence, her x mark.	J. C. Curran.
She-on-e-twake, her x mark.	J. C. Curran.
Osh-owi-gisha-gokun, her x mark.	John Barnes.
Gen-quas-a-no-qua, her x mark.	John Barnes.
Mar-che-os-in-oqua, her x mark.	John Barnes.
Ko not a wequa, her x mark.	John Barnes.

TESTIMONY OF PHINEAS H. CALLIGAN (Recalled).

PHINEAS H. CALLIGAN was recalled and further examined.

By Senator BLACKBURN :

Q. In answer to some questions submitted to you by the chairman the other day you referred to some trouble that you had with Mr. Gregory, the agent on this reservation?—A. Yes, sir.

Q. Did you state fully what the cause and character of that trouble was?—A. I think I did; I answered all the questions that were asked me.

Q. Did you have any trouble with him except that growing out of his failure or refusal to sign timber contracts with you?—A. No, sir.

Q. Was the contract that you had with Mary Bray the first of the refusals that you received from him?—A. Yes, sir; it was the first that he refused to sign.

Q. When did you make that contract with Mary Bray?—A. I think in August, 1886.

Q. Is there any way by which you can fix that date?—A. There is no way that I know of.

Q. You have no way of doing so here in Washington?—A. No, sir.

Q. Was that a written contract?—A. It was.

Q. Where is that contract?—A. At Chippewa Falls.

Q. You did not bring it with you?—A. No, sir.

Q. You knew you were coming here?—A. Yes, sir.

Q. Didn't you know you were going to make this particular complaint of Agent Gregory's refusal to approve that very contract?—A. No, sir; I did not.

Q. When did you first make up your mind to make that point against Agent Gregory in your testimony here?—A. That complaint was sent in here two months ago. I was here myself in August.

Q. It was sent in by whom?—A. It was sent here to the Department some time ago; I sent it; it was sent through me.

Q. And yet you came on here on this mission with these people—A. No, sir; I had been two weeks ahead of those people.

Q. And you did not bring that Mary Bray contract?—A. No, sir.

Q. Why did you not bring it?—A. Because I did not expect I should want it when I came.

Q. Will you state positively that it bears date in August, 1886, and that you held the written contract of Mary Bray bearing date August, 1886, for the purchase of the timber on that land?—A. It might possibly be the very first of September, but I am pretty positive that it was in August.

Q. When did you apply to Agent Gregory to have that contract approved?—A. It was not handed to him to approve, because he refused to sign any contract. But after we had met Agent Gregory on the reservation, then it was taken to him to have him approve of it and he refused to do so; that was in November.

Q. When had he refused to approve any contracts?—A. When he gave orders for the farmer to commence signing the contracts; he is the man who signs them first. I took my contracts to the farmer and he refused to sign them.

Q. When was that?—A. In October, 1886.

Q. Do you know whether it was in the early part or last of October?—A. I could not say.

Q. When did Mary Bray enter into a contract for the sale of that timber on her land to these other parties?—A. About two or three weeks later; I think it was about six weeks after that that she made this contract with me.

Q. That would be some time towards the latter part of November?—A. Yes, sir.

Q. Now, then, suppose the records of the Indian Office show that the contract between Mary Bray and Kegeenganowish, and Ambrose Corbin and Mary Bray with Peter Bergevin were dated on the 11th of October, 1885, you would have to admit that your recollection as to dates was bad, would you not?—A. No, sir; I should not, because I know nothing about the dates on which she made contracts with them.

Q. I thought you said she had made these contracts six weeks after the contract you had, and you located that in October?—A. I was not present when she made the contracts with Peter Bergevin, but I know it to be after she made contracts with me.

Q. What was the price agreed upon by Bergevin; what did he agree to pay her, and what did he pay her?—A. I understood that he agreed to pay her six dollars a thousand.

Q. Was that the same price you had agreed to pay?—A. Yes, sir.

Q. Did you employ Governor Pound as your lawyer?—A. Yes, sir.

Q. Did he not ask for a suspension of approval of contracts by the office?—A. I could not state.

Q. Governor Pound is here in Washington, is he not?—A. Yes, sir; he is.

Senator BLACKBURN. Mr. Chairman, I will ask for a subpoena for him.

Q. You do not know whether he asked the office to suspend the approval of contracts for that?—A. I could not say.

Q. Did your counsel ever tell you that he had asked for a suspension of the approval of contracts until communication could be had with Agent Gregory?—A. He might have done so; I would not state positively that he did, although I do not know any reason why he would not make the statement.

Q. Did Governor Pound ever tell you that Agent Gregory's letter, or a copy of it, was sent to him, and that he was requested to inform the office whether he withdrew his objection to the approval of these contracts, and that he did withdraw the objection as your attorney?—A. No, sir.

Q. And that no further investigation was needed?—A. I think Governor Pound spoke to him something about that in the spring.

Q. I think it was yourself who spoke of these other contractors who were more successful than you were in getting these contracts as being Democrats while you were a Republican?—A. I spoke of myself as being a Republican.

Q. Did you not say they were Democrats?—A. I do not think you asked the question.

Senator BLACKBURN. I am sure I did not.

The WITNESS. I will answer it now, if you wish.

Senator BLACKBURN. I do not care whether you do or not.

The WITNESS. I think I said Mr. Cunningham was a Democrat.

Q. Didn't you say Gregory was, too?—A. Yes, sir; and I think Bergevin is a Democrat.

Q. How many contracts of Calligan Bros. were approved by Agent Gregory for the season of 1885-'86?—A. I could not state positively, but I think fifteen or twenty.

Q. How many for the season of 1886-'87?—A. I think somewhere about twenty.

Q. Was any objection raised by Agent Gregory to approving of contracts for those two seasons?—A. Not the first year.

Q. Not for 1885-'86?—A. No, sir.

Q. But for 1886-'87 he did?—A. Yes, sir.

Q. Why?—A. Of course I imagined it was merely because I was a Republican.

Q. I did not want your imagination; I wanted the fact, if I could get it.—A. The man never told me.

Q. He never told you what reason he had?—A. No, sir.

Q. He objected to you in person?—A. Yes, sir.

Q. And yet went on and approved and signed twenty contracts for you?—A. Yes, sir; afterwards, after meeting Governor Pound.

Q. You did not change your politics in the mean time?—A. No, sir.

Q. You thought because you were a Republican that he refused to sign any contracts for you for the year 1886-'87. But without your changing your politics in any way he did go on and signed twenty for that same season?—A. Yes, sir. But now just stop a minute; I am only guessing at the number; they have them in the Department; there might be more or less.

Q. Was not your firm specially licensed by the Indian Office to trade with the Indians for the purpose of your contracts for the year 1886-'87; did you not receive a special license?—A. I think we did receive one along in the spring. I think in the month of February we received it; I think it would be last February a year ago. We should have had our license in the fall of 1886-'87, but we received it the next year.

Q. For that year?—A. Yes, sir.

Q. Let us get the dates. You say you should have had your license in the fall of 1886-'87; you mean in the fall of 1886?—A. Yes, sir.

Q. Why should you have had it in the fall?—A. I should suppose that when we applied for it we should have had it then for trading that winter and not wait until the winter was over.

Q. But you do not commence cutting timber until the approach of winter there, do you?—A. No, sir.

Q. If you had had your contracts by the first of December, by the time winter began, that would have been in time?—A. Yes, sir; in November.

Q. When did you get your license?—A. In February, 1887; I can not give the exact date.

Q. You do not know the occasion of that delay?—A. No, sir; I do not.

Q. Did Agent Gregory tell you that he would not approve contracts for your firm?—A. He did.

Q. When and where?—A. At Ashland, in September or October a year ago.

Q. What reason did he assign?—A. He would not give any reason.

Q. Who was present at that interview?—A. I had my brother there and he had two book-keepers there; I do not know their names.

Q. Where is your brother?—A. At Chippewa Falls, though he may be in the woods now.

Q. You spoke of a good many other contracts you had made with persons other than Mary Bray; can you furnish the names?—A. There was one with John Maingall, and there was a woman who was married to a man named Rejotte, living on the Flambeau farm—I can not speak her Indian name—and Ambrose Corbin. I do not think of any other just now; that is, their names. There was a man that we contracted

with—Corbin; that is, Corbin's contract was approved and passed all right, but Mary Bray's was not. Mr. Gaynor held the contract on Corbin's. I think Gaynor got three contracts and one of them was turned back to us, and we held two and Bergevin three.

Q. Didn't you know at that time that you made the complaint that the Mary Bray contract with other parties antedated yours; didn't you know that Mary Bray had signed a contract for the sale of her timber with these other parties before you made yours?—A. No, sir.

Q. Did you at any time inform Agent Gregory that you had contracted with these parties, Mary Bray and others whose names you have given here?—A. I could not say.

Q. What was the price per thousand fixed in these contracts that you have enumerated?—A. Different prices. I think Mary Bray's contract was \$6; that Corbin's was \$5.75, and if I am not mistaken Rejotte's was \$5.85.

Q. Did you contract for more than \$6 with anybody that winter?—A. Yes, sir.

Q. With these parties you have named here?—A. No, sir.

Q. Then Mary Bray got the highest price that you had contracted for in the list named here?—A. The contracts show the highest.

Q. And that is what she received when she sold to Bergevin?—A. No, sir; she only got \$2.75.

Q. Didn't she get \$6?—A. No, sir.

Q. If you want you may explain or you may leave it as it is.—A. You understand she had to pay for the banking of it, and the banking was charged up to her, and she received \$2.75 for her timber.

Q. She would not have had to pay for the banking if she had stood by the contract she made with you?—A. Yes, sir; she would.

Q. I will put it in this way: Did she or not receive exactly what she would have received if she had executed a contract with you?—A. No, sir.

Q. Why not?—A. Because the banking was to be charged at \$3, leaving her \$3.

Q. And you say it was charged at \$3.25?—A. Yes, sir.

Q. How do you know it?—A. I heard from parties that they received \$3.25 for banking the timber.

Q. But you know nothing of it?—A. No, sir.

Q. What are you doing out there now?—A. I have been trying to collect some bills standing out on the reservation that are due us; that is all I have been doing since.

Q. You are not in business there?—A. No, sir; I am not.

Q. Your brother is not, either?—A. Yes, sir; he is logging. He and another man have bought timber, and have a nice lot of contracts, but not on the reservation; we are not doing any business for the reservation.

Q. Have you any feeling, prejudice, or bias towards Agent Gregory by reason of your failure to have your contracts approved?—A. I could not really say that I love the man when he has caused me so much loss.

Q. Would you undertake to say that you did not really hate the man?—A. I should say that I did not have any love for a man who would cause me so much damage as that man has.

Q. What is it that brings you here to testify before this committee unless it is that you do not feel altogether amiable towards that man?—A. I do not have any love for that man.

Q. Is that the motive that prompts you as a witness before this committee?—A. Well, sir, I feel that I ought to be here to try and defend my rights. I feel that he has wronged me.

Q. Now, with reference to the relative value of white and Indian labor in this logging business, I understood you to say the other day that the white labor was the more reliable; that they did not go off after all the dances that occurred in the community but staid the week out?—A. Yes, sir.

Q. Upon the whole, which is the more preferable labor, white or Indian labor for these purposes there?—A. White labor.

Q. Did you pay them the same wages as a rule that you paid the Indians?—A. No, sir; we did not.

Q. Did you pay by the thousand feet?—A. No, sir; when we were hiring men we paid by the month.

Q. As a rule did you pay the whites more than you did the Indians?—A. No, sir; we did not.

Q. I take it that the wages would range about the same?—A. I think not. The wages for the white man would be somewhat smaller than for the Indian—cheaper than for the Indian.

Q. And better service?—A. Yes, sir.

Q. Then were you not, and were not all the other gentlemen engaged in looking for this lumber out there, always trying to get as much white labor into your service as possible, as you got it cheaper and better?—A. Well, when the farmer ordered us to discharge a man we did it. I was working for my interest and not for the Indians.

Q. Is it not a fact that you and the others, doing the same thing which any man would do, observing and guarding his own best interests, preferred to work the white labor to the Indian labor, and were you not constantly trying to get as heavy a percentage of white labor on your force as possible?—A. We did try to get as much white labor into our force as possible; but if the farmer told me to discharge that white labor I always did it.

Q. Whenever you were employing white labor—whatever percentage of white labor you had in your service there—is it not a fact that you were constantly increasing the percentage of white labor as against the Indian labor because it was better and cheaper labor?—A. Certainly; that is to a man's interest. We were not trying to beat the Indians in any way, but I was working for my interest, and I supposed that the Government had Mr. Gregory and the farmer there to look after the interests of the Indian, and if they did not object to my hiring a white man, why I did not think it was wrong for me to be hiring him if he came along.

Q. But my question rather was whether all you gentlemen who were engaged in lumbering were not constantly trying to increase the percentage of white labor in your respective forces?—A. I certainly was trying to get on all the white labor I could.

Q. Can you tell me what the proportion was of white and Indian labor that you had employed in February, 1886?—A. No, sir; I could not, because we only put in between five and six million feet that winter. We might have had twenty or thirty men. In February the Indians usually wish to go off to sugar making, and even if in the middle of February we had crews of Indians we might not have had an Indian by the 10th of March. So, as the Indians went off making sugar, if a white man came along we put him in their place, but we never discharged an Indian. About the middle or first of February the agent told us we might put on some white labor. I think that permission was asked for by the other traders and the agent acceded to their request.

Q. You spoke, the other day, of paying too high a price for the lumber or timber you buy. Do I understand you to say that the agent or

farmer there ever made any objection to the liberal price that you were offering on your contract?—A. To me; no, sir.

Q. Did you ever hear of their doing it?—A. Yes, sir; through Mr. Cunningham.

Q. Where is he now?—A. At Chippewa Falls.

Q. He said you offered too much?—A. Yes, sir; he did.

Q. Six dollars was the highest you were offering?—A. He did not know what I was offering.

Q. But, in point of fact, \$6 was the highest you were offering?—A. I say Mr. Cunningham did not know what I was offering at that time. Mr. Cunningham said all the objection that Agent Gregory raised was that we were paying too much for timber.

Q. What were you paying them?—A. I think we were paying \$5.50 to \$6.

Q. It seems that these others were buying at as high a price as you were?—A. No, sir; I think not, at that time.

Q. The Mary Bray contract was \$6?—A. I think if you will look over the list of contracts you will find that in the first part the contracts will average a dollar more when they first commenced contracting, if the dates are in the contract showing when they were drawn up.

Senator BLACKBURN. I do not wish to ask any more questions, but I would like here to offer to prove the official character of a piece of the official correspondence of the office, as it bears right on this point; and, as Governor Pound is in the city, and one of these letters reaches him, I would like a subpoena for him.

The CHAIRMAN. I have had a subpoena prepared for him. Do you desire to put in the document now?

Senator BLACKBURN. Yes; there is an officer of the Department here who has charge of this division by whom I propose to prove its official genuineness.

The CHAIRMAN. Then you dismiss this witness?

Senator BLACKBURN. Yes.

The WITNESS. Am I to be called on the witness stand again?

The CHAIRMAN. None of the witnesses can go away.

The WITNESS. Shall I have the right to make a supplemental statement?

The CHAIRMAN. You can do so now, if you desire.

The WITNESS. I will not now, but after awhile I should like to make an additional statement.

TESTIMONY OF HENRY E. HINDMARSH (Recalled).

HENRY E. HINDMARSH was recalled and further examined.

By Senator BLACKBURN:

Q. I would like to ask you if you recognize this as a true copy from the official correspondence of the Indian Office (handing a letter to the witness)?—A. I believe it to be a copy; I did not verify the copy myself.

The CHAIRMAN. I have no doubt it is a correct copy.

Senator BLACKBURN. Very well; then I will submit this to go into the record.

The CHAIRMAN. This is a letter from Agent Gregory to Commissioner Atkins, of January 21, 1887.

Senator BLACKBURN. Yes; showing the investigation which was made.

The CHAIRMAN. Will you read it?

Senator Blackburn then read the following letter:

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., January 21, 1887.

SIR: Replying to office letter L, 34072-34503, 1886, the respective owners of the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ Sec. 21, W. $\frac{1}{2}$ NE. $\frac{1}{4}$ Sec. 28, T. 39 N., R. 8 W., and lots 1 and 4, Sec. 4, T. 38 N., R. 8 W., went before Mr. Rusler, Government farmer, and made contracts with Peter Bergevin for the sale of the pine timber on their allotments. After the contracts were signed Mr. Rusler forwarded them to me and I approved them. After Mr. Rusler had forwarded the contracts to me, Calligan Bros went to Mary Bray and got her to make a contract with them for \$6 per thousand, the same as Mr. Bergevin paid her, and sent it to me for my approval. I refused to approve it, and they employed Governor Pound to help them out.

The fact that this woman went before the farmer, and, in the presence of witnesses, voluntarily contracted with Mr. Bergevin ought to settle the matter.

I was not aware that Calligan Brothers claimed to have contracted with the owners of the W. $\frac{1}{2}$ of SE. $\frac{1}{4}$ Sec. 21, and the W. $\frac{1}{2}$ of NE. $\frac{1}{4}$ Sec. 28, T. 39 N., R. 8 W., for their pine. They never mentioned the fact to me.

I agreed with Governor Pound last fall to approve any contracts made by Calligan Brothers with the Indians, but did not agree to compel the Indians to sell to them. If they had gone before the farmer and made a contract with Mary Bray before Mr. Bergevin contracted with her, it would have been approved.

I would respectfully recommend that Mr. Bergevin's contracts be approved.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

The CHAIRMAN. The committee will now adjourn to meet again on Monday.

The select committee then adjourned until Monday, March 12, 1888, at 10.30 o'clock, a. m.

WASHINGTON, D. C., *Monday, March 12, 1888.*

The select committee was called to order by the chairman, Senator Chandler, at 10.30 o'clock a. m.

Present, Messrs. Chandler, Platt, and Blackburn.

The CHAIRMAN. I will recall Major Hindmarsh.

TESTIMONY OF HENRY E. HINDMARSH (recalled).

HENRY E. HINDMARSH was recalled and further examined.

By the CHAIRMAN:

Q. Which of the documents that have been called for are you able to produce to the committee this morning?—A. I have here the abstract of logging contracts made by Indians of the La Pointe Agency of Wisconsin, 1882-'88.

Q. Is this the roll which was taken by Commissioner Atkins the other day?—A. It is.

Q. Describe the alterations and additions which have been made therein generally?—A. The heading has been altered so as to include the season of 1887-'88, and in the body there has been an additional column introduced showing the date of receipt of the contract in the Indian Office. There is a column in connection with that, showing the date of approval, making two columns instead of one. Then at the foot of the list as it formerly was, ending with the contract of March 7, 1887,

Contractor George Forsyth, \$1,200 on Bad River, there has been added the list of contracts headed 1887-'88, being all the contracts received thus far at the Indian Office for the present season—fifty-five of the Valley Lumber Company and one hundred and three of Dobie & Stratton.

Q. Does the list as it now stands include all the timber contracts on the Chippewa reservations that have ever been received at the office of the Commissioner of Indian Affairs?—A. As I understand the list I believe it to contain all the contracts which have been approved in respect to the Chippewa reservations. I believe it to be substantially correct. Some of the contracts have been returned for informality, and we never have heard from them again; but that is an abstract, from the record-book, of all the contracts which are recorded.

Q. Does the list include those contracts which have been rejected, disapproved, or returned?—A. No, sir; only those which have been approved.

The paper referred to by the witness is as follows :

Abstract of logging contracts made by Indians of La Pointe Agency, Wis., 1882-1888

1882-'83.

Date.	Indian name.	Contractor.	Bond.	Contract terminates.	Reservation.	Number of feet.	Rate per M feet.	Date of receipt in Indian Office.	Date of approval.
Nov. 15, 1882	John Buffalo, jr	Fred Fischer	\$2,500.00	Apr. 15, 1883	Redcliff	900,000	\$5.50	Mar. 26, 1883	Apr. 9, 1883.
Do	Abadosh	do	2,500.00	July 1, 1883	do	900,000	5.50	do	Do.
Do	Joseph Roy	do	2,500.00	Apr. 15, 1883	do	900,000	5.50	do	Do.
Dec. 1, 1882	Ka gwa je sug	Edwin Elles	200.00	Nov. 1, 1883	Bad River	50,000	6.50	Mar. 24, 1883	Do.
Dec. 16, 1882	Na wa ka me qua be	Haskins & Denomie	700.00	do	do	300,000	6.50	Mar. 29, 1883	Do.
Do	Ba daw sino kwa, or Abba Spooner.	do	600.00	do	do	250,000	6.50	do	Do.
Do	John Ka ka gon	do	500.00	do	do	200,000	6.50	do	Do.
Dec. 20, 1882	Ma ka da me ko kwa.	Moore & Hart	800.00	June, 1883	do	300,000	6.50	Mar. 26, 1883	Do.
Do	Louisa Jameese	do	800.00	do	do	350,000	6.75	do	Do.
Do	Michel Jamese	Haskins & Denomie	700.00	do	do	300,000	6.75	do	Do.
Dec. 27, 1882	Joseph Scott	The Union Mills Company	500.00	Nov. 1, 1883	do	400,000	6.50	Mar. 23, 1883	Do.
Nov. 28, 1882	Moses White	The Ashland Lumber Co.	2,000.00	do	La Pointe	400,000	6.50	do	Do.
Jan. 2, 1883	Nodinogezhigh	Union Mills Company	500.00	do	Bad River	400,000	6.50	do	Do.
Do	Frank Sky	do	1,000.00	do	do	400,000	6.50	do	Do.
Jan. 22, 1883	Wez he gan	Donald McDonald	650.00	Apr. 15, 1883	Lac Court Oreilles	200,000	6.50	Apr. 7, 1883	Do.
Jan. 23, 1883	Ne to ga bow	do	500.00	do	do	300,000	6.50	do	Do.
Feb. 17, 1883	Shi shi bi di ni gan	do	600.00	do	do	300,000	6.50	do	Do.
Nov. 15, 1882	John B. Goslin	Fred Fischer	2,500.00	July 1, 1883	Red Cliff	900,000	5.50	Mar. 26, 1883	Apr. 16, 1883.
Dec. 11, 1882	James Doolittle	The Ashland Lumber Company.	1,000.00	Nov. 1, 1883	La Pointe	400,000	6.50	Mar. 23, 1883	Apr. 20, 1883.
Dec. 12, 1882	Thomas Scott	Haskins & Denomie	2,000.00	do	Bad River	800,000	6.50	Apr. 16, 1883	Do.
Dec. 14, 1882	James White or Ma ka da we ko naia.	The Ashland Lumber Company.	500.00	do	La Pointe	200,000	6.50	Mar. 23, 1883	Do.
Dec. 16, 1882	Mo ge ga boo.	do	1,000.00	do	do	400,000	6.50	do	Do.
Jan. 23, 1883	Os ho gay	Donald McDonald	650.00	Apr. 15, 1883	Lac Court Oreilles	200,000	6.50	Apr. 7, 1883	Do.
Nov. 15, 1882	Julia Morrin, late Julia De-rago.	Frank Boutin, jr.	2,500.00	do	Red Cliff	800,000	6.50	May 4, 1883	May 7, 1883.
Jan. 1, 1883	Ne haw e ge zhig o kwa	Dobie, Stratton & Thayer.	No bond taken.	Apr. 1, 1883	Lac Court Oreilles	50,000	5.50	Apr. 21, 1883	May 4, 1883.
Do	Be ji go i ash.	do	do	do	do	300,000	5.50	do	Do.
Jan. 3, 1883	Pim wa wis con o kwa	do	do	do	do	200,000	7.00	do	Do.
Jan. 5, 1883	Otes qua gan i qui	do	do	do	do	300,000	6.00	do	Do.
Jan. 25, 1883	Okwe gan 4th	do	do	do	do	500,000	6.00	do	Do.
Feb. 6, 1883	Bauplo	do	do	do	do	400,000	5.50	do	Do.
Do	Nin gi win si	do	do	Apr. 15, 1883	do	100,000	5.50	do	Do.
Feb. 26, 1883	Muk a da ge shig	do	do	Before re-moval of logs.	do	200,000	6.00	do	Do.
Do	Ga ba way	do	do	do	do	400,000	5.50	do	Do.

CHIPPEWA TIMBER CONTRACTS.

Abstract of logging contracts made by Indians of La Pointe Agency, Wisconsin, 1882-1888—Continued.

1882-'83—Continued.

Date.	Indian name.	Contractor.	Bond.	Contract terminates.	Reservation.	Number of feet.	Rate per M feet.	Date of receipt in Indian Office.	Date of approval.
Feb. 26, 1883	Naw zhi na quay	Dobie, Stratton & Thayer.	No bond taken.	Apr. 1, 1883	Lac Court Oreilles.....	200,000	\$6.00	Apr. 21, 1883	May 4, 1883.
Do.....	Shin ge bis.....	do	do	do	do	200,000	6.00	do	Do.
Mar. 26, 1882	Baptiste	John Morning	do	Apr. 15, 1883	do	200,000	6.50	July 13, 1883	July 14, 1883.
Mar. 31, 1882	Na o kwa	Donald McDonald.....	do	do	do	300,000	6.50	do	Do.
June 26, 1883	Be de quash.....	John Smart.....	do	June 26, 1883	Bad River.....	35,000	6.50	July 7, 1883	Do.
Apr. 23, 1883	Bo ne cosh.....	C. L. Haring & Co.....	do	When logs are in Bad River Boom.	do	100,000	5.00	do	Do.
May 10, 1883	Thomas Blackbird	Union Mill Company	\$500.00	Month of June.	do	250,000	7.00	July 16, 1883	Aug. 2, 1883.

1883-'84.

Sept. 26, 1883	Antoine Quebec.....	Nelson Boutin.....	\$1,200.00	June 1, 1884	Bad River	350,000	\$6.00	Dec. 31, 1883	Jan. 29, 1884.
Nov. 3, 1883	Joseph Denommie.....	D. B. Palmer.....	1,250.00	do	do	500,000	6.50	do	Do.
Oct. 23, 1883	Shawbon desh kong.....	do	400.00	May 1, 1884	do	200,000	6.00	do	Do.
Do.....	No din	do	1,600.00	do	do	800,000	6.00	do	Do.
Nov. 24, 1883	Antoine Denommie	do	1,500.00	June 1, 1884	do	600,000	6.50	do	Do.
Sept. 15, 1883	Charles Charrette, jr.....	Nelson Boutin.....	1,200.00	do	do	200,000	6.00	do	Do.
Do.....	Oga beah ka mo kwa.....	do	1,200.00	do	do	300,000	6.00	do	Do.
Sept. 21, 1883	A wan se kwe.....	Dobie & Stratton.....	416.66 2/3	Apr. 1, 1884	Lac Court Oreilles.....	250,000	5.00	Feb. 7, 1884	Feb. 14, 1884.
Nov. 26, 1883	Ne so we ge zhig	Nelson Boutin.....	1,000.00	June 1, 1884	Bad River	150,000	6.00	do	Do.
Oct. 22, 1883	Oga ma ge zhigo kwense.....	B. G. Armstrong.....	2,000.00	do	do	500,000	6.50	do	Do.
Nov. 20, 1883	Joseph Roy	Fred. Fischer.....	1,100.00	Apr. 15, 1884	Red Cliff.....	400,000	5.50	do	Do.
Nov. 20, 1883	John Buffalo, jr.....	Fred Fischer.....	1,100.00	Apr. 15, 1884	Red Cliff.....	400,000	5.50	Feb. 7, 1884	Feb. 14, 1884.
Do.....	A ba dosh.....	do	550.00	do	do	200,000	5.50	do	Do.
Oct. 25, 1883	Sa qnd joe.....	Donald McDonald.....	800.00	do	Lac Court Oreilles.....	200,000	6.00	Dec. 21, 1883	Mar. 17, 1884.
Sept. 17, 1883	John Bat La Roche	Dobie & Stratton.....	1,375.00	do	do	500,000	5.50	do	Do.
Nov. 20, 1883	John B'te ganshn, or Omadaganabe.....	Fred Fischer.....	1,100.00	do	Red Cliff.....	400,000	5.50	Mar. 6, 1884	Mar. 19, 1884.
Sept. 17, 1883	Messabe.....	Dobie & Stratton.....	600.00	do	Lac Court Oreilles.....	200,000	6.00	Dec. 21, 1883	Mar. 17, 1884.
Sept. 18, 1883	Bi mo se kwe.....	do	2,000.00	do	do	500,000	6.00	do	Do.
Oct. 3, 1883	Om ba na kwad o kwe.....	do	1,500.00	do	do	500,000	6.00	do	Do.
Sept. 20, 1883	Antoine Des ne jes.....	do	4,312.50	do	do	1,500,000	5.75	do	Do.
Sept. 17, 1883	Alexander Balili	do	900.00	do	do	300,000	6.00	do	Do.

Sept. 21, 1883	Oga bay bi nes, chief	do	416.00	Apr. 1, 1884	do	250,000	5.00	do	Do.
Sept. 14, 1883	Alexander Corbine	do	800.00	Apr. 15, 1884	do	200,000	6.00	do	Do.
Sept. 27, 1883	Na Kins	Donald McDonald	800.00	do	do	200,000	6.00	do	Do.
Do	Bi ji go bi nens	do	800.00	do	do	200,000	6.00	do	Do.
Oct. 25, 1883	Da gi o si, or Billy Boy	do	800.00	do	do	200,000	6.00	do	Do.
Sept. 22, 1883	Shi shi bi di na gan	do	800.00	do	do	200,000	6.00	do	Do.
Oct. 23, 1883	Bo ka way	D. B. Palmer	200.00	May 1, 1884	Bad River	100,000	6.00	Mar. 20, 1884	May 9, 1884.
Feb. 16, 1884	Wez he gan	Donald McDonald	300.00	Apr. 15, 1884	Lac Court Oreilles	100,000	6.00	do	Apr. 7, 1884.
Oct. 22, 1883	Ba go na ge zhi go kwa	B. G. Armstrong	1,000.00	June —, 1884	Bad River	200,000	6.50	do	Do.
Oct. 24, 1883	Wa lan sa wa ze	do	2,000.00	do	do	500,000	6.50	do	Do.
Oct. 22, 1883	No din o ge zhi g	do	1,000.00	do	do	200,000	6.50	do	Do.
Jan. 24, 1884	We ge ji gum	Dobie & Stratton	600.00	Apr. 15, 1884	Lac Court Oreilles	200,000	6.00	Apr. 10, 1884	Apr. 24, 1884.
Oct. 25, 1883	Alexis Bastom	do	800.00	do	do	200,000	6.00	do	Do.
Sept. 18, 1883	Wa bi zha she by	do	1,500.00	do	do	400,000	6.00	do	Do.
Oct. 11, 1883	O ga be ka mig.	do	600.00	do	do	200,000	6.00	do	Do.
Oct. 15, 1883	Bi mo se kwe list	do	600.00	do	do	200,000	6.00	do	Do.
Oct. 5, 1883	We ba ga ma gan	do	750.00	do	do	250,000	6.00	do	Do.
Sept. 27, 1883	Otes quay gan i que.	do	900.00	do	do	300,000	6.00	do	Do.
Feb. 16, 1883	John Bedod	do	600.00	Apr. 13, 1884	do	200,000	6.00	do	Do.
Oct. 8, 1883	Oja wash ko gi jig.	do	600.00	Apr. 15, 1884	do	200,000	6.00	do	Do.
Oct. 11, 1881	Gogi jig sung	do	600.00	do	do	200,000	6.00	do	Do.
Oct. 8, 1883	Wa jashk sen	do	600.00	do	do	200,000	6.00	do	Do.
Feb. 17, 1883	Mi ti go ming	do	1,500.00	June —, 1884	do	200,000	6.00	do	Do.
Oct. 10, 1883	Therese Belliale	do	750.00	Apr. 15, 1884	do	500,000	6.00	do	Do.
Oct. 5, 1883	Mi ji sha wi gi jig.	do	300.00	do	do	250,000	6.00	do	Do.
Oct. 11, 1883	Wa si gi go kwe.	do	1,200.00	do	do	100,000	6.00	do	Do.
Oct. 5, 1883	Andeg, jun.	do	1,500.00	do	do	400,000	6.00	do	Do.
Oct. 11, 1883	Andeg, sen.	do	1,500.00	do	do	500,000	6.00	do	Do.
Sept. 20, 1883	Ge kok	do	1,500.00	do	do	500,000	6.00	do	Do.
Do	John B. Corbine	North Wisconsin Lumber Company.	1,950.00	Apr. 20, 1884	do	600,000	6.25	Dec. 21, 1883	Do.
Sept. 22, 1883	Ina Sami	do	1,650.00	do	do	500,000	6.00	do	Do.
Sept. 20, 1883	Charles Oz he gay	do	1,950.00	do	do	600,000	6.25	do	Do.
Do	Nay na on ga be.	do	1,650.00	do	do	500,000	6.25	do	Do.
Do	George Shell	do	2,600.00	do	do	800,000	6.25	do	Do.
Do	Alexis Oz ho gay	do	1,650.00	do	do	500,000	6.25	do	Do.
Do	Alexis Totrachard	do	1,950.00	do	do	600,000	6.25	do	Do.
Do	Vincent Corbine	do	1,650.00	do	do	500,000	6.25	do	Do.
Do	Bazil Davis	do	2,275.00	do	do	700,000	6.25	do	Do.
Do	Okwe gan	do	1,650.00	do	do	500,000	6.25	do	Do.
Jan. 8, 1883	Ga ga gi wi gwon	do	625.00	do	do	500,000	6.25	do	Do.
Mar. 19, 1883	Sophia Dandy	Dobie & Stratton	1,200.00	Apr. 15, 1884	do	200,000	6.25	Mar. 7, 1884	Do.
Oct. 22, 1883	Neo ge zhi g	B. G. Armstrong	1,500.00	June —, 1884	La Point, or Bad River	500,000	6.00	Apr. 10, 1884	May 9, 1884.
Dec. 10, 1883	Ma ka da me ko kwa	Moore & Hart	325.00	do	do	400,000	6.50	Feb. 7, 1884	Do.
Do	John Ka ka ge yon, or Nagaw nwa we daw.	do	216.00	do	Bad River	150,000	6.50	Mar. 4, 1884	Do.
Do	Michel Jamesse	do	216.00	do	do	100,000	6.50	do	Do.
Do	Na wa ka me gwa bi	do	325.00	do	do	100,000	6.50	do	Do.
Oct. 26, 1883	Joseph Scott, or Naw gaw ne say.	The Ashland Lumber Company.	1,200.00	do	do	300,000	6.50	Feb. 7, 1884	Do.
Nov. 6, 1883	John B Mad we gan	do	1,500.00	do	do	400,000	6.50	do	Do.
Oct. 24, 1883	Git che e kwa gun zen sish.	do	1,500.00	do	do	500,000	6.50	do	Do.

Abstract of logging contracts made by Indians of La Pointe Agency, Wisconsin, 1882-1888—Continued.

1883-'84—Continued.

Date.	Indian name.	Contractor.	Bond.	Contract terminates.	Reservation.	Number of feet.	Rate per M feet.	Date of receipt in Indian Office.	Date of approval.
Oct. 16, 1883	James Doolittle	The Ashland Lumber Company.	1,000.00	June —, 1885	La Pointe	300,000	\$6.50	Mar. 4, 1884	May 9, 1884.
Oct. 9, 1883	Mary Amonse	Haskins & Denomia	759.00	do	Bad River	350,000	6.50	Mar. 11, 1884	Do.
Oct. 10, 1883	John B. Dufault	do	1,193.50	do	do	550,000	6.50	Mar. 7, 1884	Do.
Oct. 31, 1883	Geo. Messenger, or Ogemanse	do	325.50	do	do	150,000	6.50	Mar. 4, 1884	Do.
Sept. 22, 1883	Ge che saw ba dis, or John B. Wyatte.	do	976.50	do	do	450,000	6.50	do	Do.
Oct. 9, 1883	Age wanse, or John Kaw a zash.	do	759.50	do	do	350,000	6.50	do	Do.
Oct. 22, 1883	Ma je ga bow	do	109.00	do	do	50,000	6.50	do	Do.
Sept. 21, 1883	Waw bo ze min de mo ia, heirs of.	do	654.00	do	do	300,000	6.50	do	Do.
Oct. 22, 1883	Antoine Cinture	do	517.00	do	do	100,000	6.50	do	Do.
Oct. 23, 1883	Frank Sky, or Sagaw ko min.	do	540.00	do	do	250,000	6.50	do	Do.
Oct. 9, 1883	John Green, jr	do	217.00	do	do	100,000	6.50	do	Do.
Nov. 8, 1883	Charles Haskins	do	704.33	do	do	325,000	6.50	do	Do.
Mar. 14, 1884	Boshking	Pioneers' Lumber Co.	1,500.00	Apr. 15, 1884.	Lac Court Oreilles.	500,000	6.00	May 17, 1884.	May 24, 1884.
Sept. 21, 1883	Oja wash ko ga jig	Dobie & Stratton	300.00	do	do	100,000	6.00	do	Do.
Oct. 5, 1883	John La Roche	Pioneers' Lumber Co.	2,400.00	June 1, 1884.	do	800,000	6.00	do	Do.
Sept. 27, 1883	Go gi	do	4,100.00	do	Eau Claire	1,700,000	6.00	do	Do.
Do	Shi ba ji go kwe	do	4,100.00	do	Lac Court Oreilles	1,700,000	6.00	do	Do.
Do	Moien	do	4,100.00	do	do	1,700,000	6.00	do	Do.

1884-'85.

Oct. 15, 1884	Ga ba way	Dobie & Stratton		Apr. 15, 1885	Lac Court Oreilles	200,000	\$5.50	Feb. 12, 1885	Feb. 18, 1885.
Nov. 12, 1884	Ozha wash ko gi shi go kway.	do		do	do	200,000	5.50	do	Do.
Nov. 22, 1884	Odah be dah zhi o ne kwe.	do		do	do	200,000	5.50	do	Do.
Nov. 21, 1884	A sa we	do		do	do	200,000	5.50	do	Do.
Nov. 7, 1884	John B. Corbine	do		Apr. 18, 1885	do	200,000	5.50	do	Do.
Oct. 28, 1884	Frank Baptiste	do		Apr. 15, 1885	do	200,000	5.25	do	Do.
Nov. 7, 1884	E que mi gi	do		do	do	200,000	5.50	do	Do.
Nov. 27, 1884	Go shers	do		do	do	200,000	5.75	do	Do.
Oct. 13, 1884	Ne a ji ash	do		do	do	200,000	5.00	do	Do.
Dec. 8, 1884	Otes que gwan i kwe	do		do	do	100,000	5.75	do	Do.
Oct. 27, 1884	Ga ga gi gwa ro	do		do	do	200,000	5.75	do	Do.
Dec. 8, 1884	Wa si gi ji go kwe	do		do	do	200,000	5.75	do	Do.
Nov. 21, 1884	Ni ba ni gi jig	do		do	do	200,000	5.75	do	Do.
Nov. 7, 1884	Om baw na kwad ok way	do		do	do	200,000	5.00	do	Do.

Dec. 3, 1884	O ga be ka mig	do	do	do	200,000	5.50	do	Do.
Dec. 1, 1884	Na na an ga bins	do	do	do	100,000	5.75	do	Do.
Dec. 7, 1884	Git chi i kwe, sr	do	do	do	200,000	5.00	do	Do.
Nov. 21, 1884	Ga iosh ki bos	do	do	do	200,000	5.00	do	Do.
Nov. 20, 1884	Bi ji go bi nens	do	do	do	200,000	5.00	do	Do.
Dec. 3, 1884	Ching wa way, or George Shell	do	do	do	200,000	5.50	do	Do.
Dec. 1, 1884	Antoine, Ge way gi zbig	do	do	do	200,000	6.50	do	Do.
Do	Peter Martin	do	do	do	200,000	5.50	do	Do.
Oct. 11, 1884	A ta wa si bi nes	do	do	do	200,000	6.00	do	Do.
Dec. 24, 1884	Aneg, sr	do	do	do	50,000	5.50	do	Do.
Do	Wa we ii pin	do	do	do	100,000	5.50	do	Do.
Do	Ba bo ko way	do	do	do	100,000	5.50	do	Do.
Do	Ge no shan	do	do	do	50,000	5.00	do	Do.
Dec. 26, 1884	John Bot Larqo	do	do	do	50,000	5.00	do	Do.
Do	Wa bish ki bi nens	do	do	do	100,000	5.75	do	Do.
Dec. 15, 1884	Sophie Shell	do	do	do	200,000	5.50	Feb. 16, 1885	Mar. 12, 1885.
Nov. 20, 1884	Ne sho den	do	do	do	200,000	5.00	do	Do.
Dec. 24, 1884	John Whitefeather	do	do	do	100,000	5.10	do	Do.
Dec. 15, 1884	Eliza Sheff	do	do	do	100,000	5.50	do	Do.
Do	Ne ia na kwad okwe	do	do	do	200,000	5.00	do	Do.
Nov. 7, 1884	Wa sid ji wan okwe	do	do	do	200,000	5.50	do	Do.
Nov. 12, 1884	Ma na dis	do	do	do	200,000	5.50	do	Do.
Jan. 5, 1885	Boshking	do	do	do	200,000	5.00	do	Do.
Dec. 1, 1884	Ga na manj	do	do	do	200,000	5.00	do	Do.
Nov. 15, 1884	Okwe gan	do	do	do	200,000	5.75	do	Do.
Nov. 7, 1884	Ga jins	do	do	do	200,000	5.50	do	Do.
Nov. 21, 1884	Ge kek, sr	Donald McDonald	575.00	do	200,000	5.75	do	Do.
Oct. 30, 1884	Louis Hall	do	550.00	do	200,000	5.50	do	Do.
Do	Alexis Oshogay	do	550.00	do	200,000	5.50	do	Do.
Dec. 22, 1884	Oji na we gi ji go kus	do	550.00	do	200,000	5.50	do	Do.
Nov. 27, 1884	Alexis Bastom	do	550.00	do	200,000	5.50	do	Do.
Nov. 11, 1884	Vincent Corbine	do	550.00	do	200,000	5.50	do	Do.
Oct. 27, 1884	Bi jig go bi nens	do	550.00	do	200,000	5.50	do	Do.
Do	Shi shi bi di ni gan	do	550.00	do	200,000	5.50	do	Do.
Do	Ge kek, jr	do	550.00	do	200,000	5.50	do	Do.
Nov. 12, 1884	Be mo sig i ji ke, jr	do	550.00	do	200,000	5.50	do	Do.
Oct. 27, 1884	Na kins	do	550.00	do	200,000	5.50	do	Do.
Jan. 15, 1885	Opwa gan	do	550.00	do	200,000	5.50	do	Do.
Nov. 29, 1884	Ni bi ni gi jig	do	550.00	do	200,000	5.50	do	Do.
Nov. 27, 1884	Oja wash ko gi jig, jr	do	550.00	do	200,000	5.50	do	Do.
Nov. 6, 1884	John La Roche	do	550.00	do	200,000	5.50	do	Do.
Oct. 30, 1884	Chas. Ozyhe gay	do	550.00	do	200,000	5.50	do	Do.
Nov. 21, 1884	A ke wing	do	550.00	do	200,000	5.75	do	Do.
Do	Nay na on ga bo	do	550.00	do	200,000	5.75	do	Do.
Jan. 30, 1885	Na o kwe	do	275.00	do	100,000	5.50	Mar. 2, 1885	Do.
Dec. 24, 1884	Banploi	Dobie & Stratton	do	do	100,000	5.00	do	Do.
Nov. 12, 1884	Esther Belisle	do	do	do	200,000	5.50	do	Do.
Feb. 10, 1885	Go gi jig rang	do	do	do	100,000	5.00	do	Do.
Feb. 9, 1885	Shin ge bis	do	do	do	100,000	5.00	do	Do.
Feb. 10, 1885	Antoine Des ne jes	do	do	do	200,000	5.50	Feb. 16, 1885	Do.
Feb. 13, 1885	Qui wi sens ga na manj	do	do	do	100,000	5.00	do	Do.
Feb. 18, 1885	Ni wo gi ji go kwe	do	do	do	100,000	5.50	do	Do.

Abstract of logging contracts made by Indians of La Pointe Agency, Wisconsin, 1882-1888—Continued.

1884-'85—Continued.

Date.	Indian name.	Contractor.	Bond.	Contract terminates.	Reservation.	Number of feet.	Rate per M feet.	Date of receipt in Indian Office.	Date of approval.
Feb. 20, 1885	Eather mad wa gwan.....	John B. Denomie.....	175.00	June 1, 1885	Bad River.....	100,000	\$5.25	Mar. 20, 1885	Mar. 24, 1885.
Do.	Mary Amonse.....	do.....	175.00	do.....	do.....	100,000	5.25	do.....	Do.
Feb. 9, 1885	Na dj ke was sung.....	do.....	306.25	do.....	do.....	175,000	5.25	do.....	Do.
Feb. 17, 1885	No din.....	do.....	175.00	do.....	do.....	100,000	5.25	do.....	Do.
Feb. 21, 1885	Joseph Denomie.....	do.....	350.00	do.....	do.....	200,000	5.25	do.....	Do.
Mar. 26, 1885	Andeg, jr.....	Dobie & Stratton.....	15,000.00	Apr. 15, 1885	Lac Court Oreilles.....	100,000	5.50	Apr. 3, 1885	Apr. 7, 1885.
Mar. 12, 1885	Bi mo se kwe, 2d.....	do.....	do.....	do.....	do.....	200,000	5.25	do.....	Do.
Feb. 21, 1885	Wa ban an an go kwe.....	Donald McDonald.....	275.00	do.....	do.....	100,000	5.50	do.....	Do.
Dec. 1, 1884	Antoin Buffalo or Chingogtjig.....	J. Antoin Buffalo.....	1,250.00	do.....	Red Cliff.....	500,000	5.00	May 7, 1885	May 9, 1885.
Apr. 16, 1885	Therese Corbine.....	Dobie & Stratton.....	15,000.00	Oct. 16, 1885	Lac Court Oreilles.....	100,000	6.00	do.....	May 28, 1885.

1885-'86.

Sept. 15, 1885	Kish ke tu wug.....	D. A. Kennedy.....	\$900.00	June 1, 1886	Bad River.....	300,000	\$6.00	Jan. 21, 1886	Jan. 25, 1886.
Oct. 26, 1885	Maggie Seymour.....	do.....	900.00	do.....	do.....	300,000	6.00	do.....	Do.
Oct. 9, 1885	John Twobirds.....	do.....	1,200.00	do.....	do.....	400,000	6.00	do.....	Do.
Sept. 15, 1885	O mash ka wa si no kwe.....	do.....	1,200.00	do.....	do.....	400,000	6.00	do.....	Do.
Sept. 23, 1885	Mary Decoteau.....	Edward Haskins.....	450.00	do.....	do.....	150,000	6.00	do.....	Do.
Sept. 26, 1885	Ni ga bi an o kwa.....	do.....	600.00	do.....	do.....	200,000	6.00	do.....	Do.
Sept. 23, 1885	Thomas Haskins.....	do.....	750.00	do.....	do.....	250,000	6.00	do.....	Do.
Sept. 17, 1885	Ahz dei ash.....	do.....	600.00	do.....	do.....	200,000	6.00	do.....	Do.
Sept. 23, 1885	Edward B. Haskins.....	do.....	600.00	do.....	do.....	200,000	6.00	do.....	Do.
Sept. 17, 1885	Ni ga ni gi jig, or Henry Cloud.....	do.....	750.00	do.....	do.....	250,000	6.00	do.....	Do.
Oct. 13, 1885	Git che e kwa gaw siah.....	Edmund Brown.....	900.00	do.....	do.....	300,000	6.00	do.....	Do.
Nov. 23, 1885	Frank Sky.....	do.....	275.00	do.....	do.....	100,000	5.50	do.....	Do.
Sept. 15, 1885	George Smart.....	do.....	2,400.00	do.....	do.....	800,000	6.00	do.....	Do.
Sept. 22, 1885	George Armstrong.....	do.....	1,800.00	do.....	do.....	600,000	6.00	do.....	Do.
Nov. 23, 1885	Ki ji i ni ne.....	do.....	do.....	do.....	do.....	75,000	5.00	Jan. 2, 1886	Feb. 2, 1886.
Nov. 16, 1885	Min de moi en and Ge ga ta nen ni kwe.....	do.....	do.....	do.....	do.....	400,000	5.75	do.....	Do.
Do.	En ji ga bow.....	do.....	do.....	do.....	do.....	200,000	5.75	do.....	Do.
Oct. 16, 1885	Qui wi sens qui gan.....	do.....	do.....	do.....	do.....	200,000	5.25	do.....	Do.
Aug. 12, 1885	Joseph Chicog.....	do.....	do.....	do.....	do.....	200,000	5.00	do.....	Do.
Nov. 11, 1885	Alex. Sand.....	do.....	do.....	do.....	do.....	100,000	5.75	do.....	Do.
July 7, 1885	Gust Corbine.....	do.....	do.....	do.....	do.....	200,000	5.75	do.....	Do.
Nov. 16, 1885	John King.....	do.....	do.....	do.....	do.....	100,000	5.50	do.....	Do.

Nov. 21, 1885	Robert Boyd				200,000	5.50	do	Do.	
Nov. 11, 1885	Oza kwa ne kwa				200,000	5.50	do	Do.	
Aug. 3, 1885	Bostonin O sho ge				400,000	5.50	do	Do.	
Nov. 14, 1885	Ga iosh ki bos				100,000	5.00	do	Do.	
July 14, 1885	Jin go gi jig				200,000	5.75	do	Do.	
July 20, 1885	Mal wa chi we be				100,000	5.50	do	Do.	
Sept. 18, 1885	Kit chi a ki wain sis				200,000	5.50	do	Do.	
Oct. 15, 1885	Mi sha quet				200,000	5.00	do	Do.	
Oct. 14, 1885	Ed. Dingley				280,005	5.75	do	Do.	
Oct. 26, 1885	Delia Neswill				500,000	5.75	do	Do.	
Aug. 3, 1885	Ga wi ta iosh				500,000	5.50	do	Do.	
Sept. 22, 1885	Bob Thomas				500,000	5.00	do	Do.	
Do.	Frank Thomas				300,000	5.00	do	Do.	
Dec. 2, 1885	Ge no shan				100,000	5.00	do	Do.	
Aug. 12, 1885	Peter Martin				200,000	5.25	do	Do.	
Oct. 9, 1885	Lewis Martin				600,000	5.50	do	Do.	
Sept. 22, 1885	Andeg She tak				200,000	5.50	do	Do.	
Do.	Qui wi sensa ga na manj	Dobie & Stratton	*20,000.00	April 20, 1886	Lac Court Oreilles	200,000	5.00	do	Do.
Nov. 18, 1885	Git chi i kwe, sr				200,000	5.00	do	Do.	
Oct. 21, 1885	Bosh king				400,000	6.00	do	Do.	
Oct. 16, 1885	Ni ba wi gi jig				400,000	5.75	do	Do.	
Oct. 12, 1885	In a sa mi				200,000	4.50	do	Do.	
Sept. 22, 1885	Shi ba gi ji go kwe				400,000		do	Do.	
Aug. 28, 1885	John Bedad				200,000	5.50	do	Do.	
Sept. 22, 1885	Moien				400,000	5.00	do	Do.	
Nov. 2, 1885	Go gi				400,000	5.00	do	Do.	
Sept. 24, 1885	Bim we we				600,000	5.75	do	Do.	
Oct. 16, 1885	Ga ga gi gwa lo				200,000	5.75	do	Do.	
Oct. 19, 1885	Therese Bellisle				400,000	6.00	do	Do.	
Sept. 26, 1885	Alex. Moses Corbine				500,000	5.75	do	Do.	
Oct. 28, 1885	Sophia Corbine				400,000	5.75	do	Do.	
Aug. 10, 1885	Ga wit as si				200,000	5.50	do	Do.	
Oct. 20, 1885	Peter C. Ennaquet				400,000	5.00	do	Do.	
Dec. 3, 1885	Equi mi ji				200,000	6.00	do	Do.	
July 7, 1885	Mi se wa gi jig				500,000	5.75	do	Do.	
Oct. 26, 1885	Carrie Isham				500,000	5.75	do	Do.	
Oct. 13, 1885	Wa we i i pin				400,000	5.75	do	Do.	
Oct. 19, 1885	Ba bo ko way				300,000	5.75	do	Do.	
Sept. 16, 1885	Bi da na kwad o kwe				200,000	5.75	do	Do.	
Oct. 10, 1885	De bish ko ge zbig				400,000	5.75	do	Do.	
Dec. 3, 1885	Ba kwaw jin se				100,000	5.00	do	Do.	
Oct. 28, 1885	Be mo sa gi zbig				600,000	5.75	do	Do.	
Aug. 3, 1885	Thomas Sha wash ko gwon				200,000	5.50	do	Do.	
Oct. 19, 1885	Sophie Corbine	Donald McDonald	300.00	Apr. 15, 1886	Lac Court d'Oreilles	200,000	6.00	do	Feb. 3, 1886.
Nov. 19, 1885	Quinsins Gantier	do	600.00	do	do	200,000	6.00	do	Do.
Dec. 2, 1885	Na sa wa gi sis	do	287.50	do	do	100,000	5.75	do	Do.
Nov. 2, 1885	Om bive gi jig	do	287.50	do	do	100,000	5.75	do	Do.
Oct. 26, 1885	Thomas Willis	do	575.00	do	do	200,000	5.75	do	Do.
Oct. 19, 1885	Ge bit we we	do	500.00	do	do	200,000	5.00	do	Do.
Do.	Mi shi ke	do	500.00	do	do	200,000	5.00	do	Do.
Nov. 3, 1885	Ma ma jik	do	750.00*	do	do	300,000	5.00	do	Do.

*General.

CHIPPEWA TIMBER CONTRACTS.

Abstract of logging contracts made by Indians of La Pointe Agency, Wisconsin, 1882-1888—Continued.

1885-'86—Continued.

Date.	Indian name.	Contractor.	Bond.	Contract terminates.	Reservation.	Number of feet.	Rate per M feet.	Date of receipt in Indian Office.	Date of approval.
Oct. 23, 1885	George Fleming	Donald McDonald	\$475.00	Apr. 15, 1886	Lac Court d'Oreilles	200,000	\$4.75	Jan. 2, 1886	Feb. 3, 1886.
Do.	Bi ji kin	do	575.00	do	do	200,000	4.75	do	Do.
Oct. 27, 1885	Ogi ma gi zig	do	500.00	do	do	200,000	5.00	do	Do.
Do.	Na way os hins.	do	500.00	do	do	200,000	5.00	do	Do.
Oct. 31, 1885	Nan je na kwe	do	500.00	do	do	400,000	5.00	do	Do.
Do.	Chicog Ogi ma gi jig	do	500.00	do	do	200,000	5.00	do	Do.
Do.	Andeg, sr	do	275.00	do	do	100,000	5.50	do	Do.
Oct. 26, 1885	Ne we l oshe	do	575.00	do	do	200,000	5.75	do	Do.
Oct. 31, 1885	Wa si gi ji go kwe	do	300.00	do	do	200,000	6.00	do	Do.
Nov. 19, 1885	Wa bish ki bi mens	do	312.50	do	do	100,000	6.25	do	Do.
Dec. 4, 1885	O ji na we gi ji go kwe	do	287.50	do	do	100,000	5.75	do	Do.
Oct. 24, 1885	Be mi jin gos kung	do	300.00	do	do	200,000	6.00	do	Do.
Oct. 16, 1885	O mash kaw	do	600.00	do	do	200,000	6.00	do	Do.
Oct. 27, 1885	We ba ga ma gan	do	525.00	do	do	200,000	5.25	do	Do.
Do.	Frank Baptiste	do	525.00	do	do	200,000	5.25	do	Do.
Nov. 9, 1885	John B. Corbine	do	575.00	do	do	200,000	5.75	do	Do.
Oct. 16, 1885	Ne kin se	do	500.00	do	do	200,000	5.00	do	Do.
Nov. 22, 1885	Me king wan	do	575.00	do	do	200,000	5.75	do	Do.
Oct. 6, 1885	Ge wa iau she kway	do	575.00	do	do	200,000	5.75	do	Do.
Do.	Wa saw zhi bi ko kway	do	575.00	do	do	200,000	5.75	do	Do.
Do.	Shaw bo ge zhig	do	575.00	do	do	200,000	5.75	do	Do.
Do.	Oga bay be nis	do	275.00	do	do	200,000	5.75	do	Do.
Oct. 17, 1885	Na ba we ge zhig okway	do	575.00	do	do	200,000	4.75	do	Do.
Oct. 10, 1885	Gog way on	D. A. Kennedy	2,400.00	May 1, 1886	Bad River	800,000	*6.00 14.50	Feb. 15, 1886	Mar. 4, 1886.
Nov. 17, 1885	John B. Denomie	do	1,500.00	June 1, 1886	do	500,000	6.00	do	Do.
Sept. 3, 1885	Kitchi mindi movin	do	do	Apr. 20, 1886	Lac Court Oreilles	500,000	5.50	do	Do.
Nov. 14, 1885	Peta na kwa to kwe	do	do	do	do	100,000	5.50	Feb. 23, 1886	Do.
Nov. 26, 1885	We jan ni man sung	do	do	do	do	200,000	6.00	do	Do.
Sept. 10, 1885	Na bi ni gi jig	do	do	do	do	300,000	5.50	do	Do.
Oct. 16, 1885	Ne conná ge shig	do	do	do	do	200,000	5.00	do	Do.
Oct. 26, 1885	Mary Isham	Dobie & Stratton	120,000.00	Apr. 20, 1886	Lac Court Oreilles	500,000	5.75	do	Do.
Aug. 3, 1885	Ma ka te gog	do	do	do	do	500,000	5.75	do	Do.
Sept. 12, 1885	Ge be o se kwe	do	do	do	do	500,000	5.50	do	Do.
Sept. 28, 1885	Sa gi ga ne kwe	do	do	do	do	400,000	5.50	do	Do.
Nov. 6, 1885	O que gan, 5th	do	do	do	do	600,000	5.00	do	Do.
Nov. 9, 1885	John B. Corbine	Donald McDonald	575.00	Apr. 15, 1886	Lac Court Oreilles	200,000	5.75	do	Do.
Nov. 7, 1885	Me king wan	do	575.00	do	do	200,000	5.75	do	Do.
Nov. 18, 1885	Ne we i ashe	do	575.00	do	do	200,000	5.75	do	Do.
Nov. 19, 1885	Ne ga ne	do	575.00	do	do	200,000	5.75	do	Do.

Oct. 6, 1885	Minde moi en	do	575.00	do	do	200,000	5.75	do	Do.
Nov. 20, 1885	Chi cog, 2d	Thomas Gaynor	600.00	Apr. 10, 1886	do	800,000	5.00	do	Do.
Do	Mo kit chi wa no kwe	do	600.00	do	do	800,000	5.00	do	Do.
Do	Me king won	do	1,250.00	do	do	500,000	5.00	do	Do.
Nov. 9, 1885	O k wa gan, sr	do	1,500.00	do	do	600,000	5.00	do	Do.
Nov. 20, 1885	Ne we os hina	do	812.50	do	do	200,000	5.00	do	Do.
Oct. 16, 1885	Bi mo sa ge zbig	Calligan Brothers	285.00	Apr. 15, 1886	do	200,000	5.75	Jan. 2, 1886	Apr. 28, 1886.
Oct. 4, 1885	We ge ji gum	do	550.00	do	do	200,000	5.50	do	Do.
Oct. 5, 1885	A bi ji gi jig	do	359.37 1/2	do	do	125,000	5.75	do	Do.
Do	Bid wa wa gwan e bi kwe	do	1,006.25	do	do	350,000	5.75	do	Do.
Oct. 21, 1885	O dish kwe bi nens	do	237.50	do	do	100,000	5.75	do	Do.
Oct. 5, 1885	O za wan dib	do	718.00	do	do	250,000	5.75	do	Do.
Oct. 10, 1885	Goshers	do	575.00	do	do	200,000	5.75	do	Do.
Oct. 5, 1885	Ge kek, jr.	do	575.00	do	do	200,000	5.75	do	Do.
Do	Michael Burnside	do	575.00	do	do	200,000	5.75	do	Do.
Oct. 5, 1885	Na na an ga bins	do	287.50	do	do	200,000	5.75	do	Do.
Nov. 23, 1885	Ikwesens Manens	do	575.00	do	do	200,000	5.75	do	Do.
Oct. 5, 1885	Wa sa bis	do	718.75	do	do	250,000	5.75	do	Do.
Oct. 21, 1885	O dah bi dah shi a no kwe	do	237.50	do	do	100,000	5.75	do	Do.
Nov. 23, 1885	Gi wi ta bi nens	do	275.00	do	do	100,000	5.50	do	Do.
Oct. 7, 1885	Ogi di be kwe	do	575.00	do	do	200,000	5.75	do	Do.
Nov. 24, 1885	Wa bish ki gwan	do	575.00	do	do	200,000	5.75	do	Do.
Mar. 24, 1886	Baw kaw mo, guardian of Mun no.	Dobie & Stratton	See p. 8	Apr. 20, 1886	do	800,000	5.75	Apr. 6, 1886	May 4, 1886.
Mar. 2, 1886	Charles Smith	Calligan Bros.	500.00	Apr. 15, 1886	do	200,000	5.00	Mar. 30, 1886	Do.
Oct. 5, 1885	Be mo sig i jik, jr	do	718.00	do	do	250,000	5.75	Mar. 25, 1886	Do.
Nov. 7, 1885	Ma ji se kwe	do	575.00	do	do	200,000	5.75	do	Do.
Jan. 23, 1886	William La Point	Charles Tolliver	900.00	June 1, 1886	Bad River	200,000	3.00	Mar. 12, 1886	Do.
do	Henry La Point	do	3,600.00	do	do	1,800,000	6.00	do	Do.
Mar. 16, 1886	Ka gog	C. H. Tolliver	1,100.00	do	do	200,000	5.50	Apr. 12, 1886	Do.
Nov. 2, 1885	May Met a gwan	B. G. Armstrong	1,500.00	do	do	500,000	6.00	Mar. 12, 1886	Do.
Jan. 29, 1886	Ko ko once, or David Black- bird.	do	600.00	do	do	200,000	6.00	Mar. 29, 1886	Do.
Dec. 4, 1885	Wa i an sa waze	do	600.00	do	do	200,000	6.00	do	Do.
Apr. 7, 1886	Julia Blackbird	do	600.00	do	do	200,000	6.00	May 1, 1886	Do.
Jan. 29, 1886	Ann je ge zbig	do	300.00	do	do	100,000	6.00	Mar. 12, 1886	Do.
Jan. 20, 1886	John Ba sa na	Ed. Brown	2,000.00	do	do	300,000	6.25	do	Do.
Mar. 1, 1886	Antoine Jocco	Geo. Forsythe	900.00	do	do	300,000	6.00	do	Do.
Jan. 14, 1886	Ge ehe saw ba dia, or Jno. B. Wyatte.	do	800.00	do	do	250,000	6.00	Mar. 29, 1886	Do.
Oct. 30, 1885	Kwa seeh ance, or Blackbird.	do	900.00	do	do	300,000	6.00	do	Do.
Dec. 4, 1885	Margaret Met wa a gwan	do	600.00	do	do	100,000	6.00	do	Do.
Sept. 23, 1885	Katta wa ba day	Edward Haskins	300.00	do	do	100,000	6.00	do	Do.
Jan. 13, 1886	William Haskins	do	900.00	do	do	300,000	6.00	do	Do.
Nov. 30, 1885	Ne gon e ge shi go kwe	do	300.00	do	do	100,000	6.00	do	Do.
Jan. 30, 1886	Frank Beson	D. A. Kennedy	1,800.00	do	do	600,000	6.00	do	Do.
Feb. 1, 1886	Edward E. Conner	do	1,700.00	June, 1886	do	600,000	5.50	Mar. 12, 1886	Do.
Dec. 15, 1885	Ma kaw an e wo gwan, sr	do	1,200.00	June 1, 1886	do	400,000	6.00	do	Do.
Jan. 20, 1886	Samuel Denomic, sr	do	1,700.00	do	do	600,000	5.50	do	Do.
Jan. 5, 1886	Antoine Awa kwad	George Armstrong	300.00	do	do	100,000	6.00	do	Do.

* Number 1.

† Number 2.

‡ General.

CHIPPEWA TIMBER CONTRACTS.

Abstract of logging contracts made by Indians of La Pointe Agency, Wisconsin, 1882-1888—Continued.

1885-'86—Continued.

Date.	Indian name.	Contractor.	Bond.	Contract terminates.	Reservation.	Number of feet.	Rate per M feet.	Date of receipt in Indian Office.	Date of approval.
Jan. 5, 1886	Bone cosh	George Armstrong	300.00	June 1, 1886	Bad River	100,000	\$6.00	Mar. 12, 1886	May 4, 1886.
Mar. 22, 1886	Edward Blanchor	Thomas Gaynor	2,000.00	Apr. 10, 1886	Lac Court Oreilles	300,000	6.00	Apr. 12, 1886	Do.
Feb. 6, 1886	Antoine Quebec	John McGuigan	250.00	June 1, 1886	Bad River	100,000	5.00	Mar. 12, 1886	Do.
Mar. 22, 1886	Ga gin wa k was	Donald McDonald	575.00	Apr. 15, 1886	Lac Court Oreilles	200,000	4.75	Mar. 29, 1886	Do.
Nov. 19, 1885	Sophia Gauthier	do	600.00	do	do	200,000	6.00	do	Do.

1886-'87.

Oct. 8, 1886	Frank Thomas	Gaynor & Bergeron	\$1,050.00	Apr. 10, 1887	Lac Court Oreilles	100,000	\$5.25	Dec. 30, 1886	Jan. 6, 1887.
Do	Bob Thomas	do	2,100.00	do	do	100,000	5.25	do	Do.
Oct. 29, 1886	Wa swa gwon e kwe	do	1,100.00	do	do	100,000	5.50	do	Do.
Do	George Bennett	do	2,200.00	do	do	200,000	5.50	do	Do.
Oct. 18, 1886	Ma in gan	do	4,400.00	do	do	400,000	5.50	do	Do.
Oct. 1, 1886	Kaga gins	do	23,000.00	do	do	200,000	5.50	do	Do.
Oct. 19, 1886	Wa pa gis	do	1,100.00	do	do	100,000	5.50	do	Do.
Nov. 5, 1886	Bin di ge i ash	do	1,100.00	do	do	100,000	5.50	do	Do.
Oct. 18, 1886	Ashi gan	do	1,150.00	do	do	100,000	5.75	do	Do.
Oct. 4, 1886	Edward Blanchor	do	2,400.00	do	do	200,000	6.00	do	Do.
Oct. 19, 1886	Esther Cadotte	do	1,100.00	do	do	100,000	5.50	do	Do.
Sept. 24, 1886	Antoine Corbine	do	9,200.00	do	do	800,000	5.75	do	Do.
Do	Bim we we ge jig	do	9,200.00	do	do	800,000	5.75	do	Do.
Oct. 19, 1886	Mi no gi shi go kwe	do	1,100.00	do	do	100,000	5.50	do	Do.
Oct. 11, 1886	Emma Roberge	do	3,300.00	do	do	300,000	5.50	do	Do.
Nov. 19, 1886	Chicog, rd	do	1,050.00	do	do	100,000	5.25	do	Do.
Dec. 1, 1886	Mo kit chi wa no kwe	do	1,275.00	do	do	25,000	5.50	do	Do.
Sept. 24, 1886	Sa gi gwa ne bi	do	2,000.00	do	do	200,000	5.00	do	Do.
Oct. 25, 1886	Oma jik	do	1,100.00	do	do	100,000	5.50	do	Do.
Sept. 24, 1886	Geo. Misigin Buck	do	2,000.00	do	do	200,000	5.00	do	Do.
Oct. 2, 1886	Tom i gi jig	do	2,100.00	do	do	200,000	5.25	do	Do.
Do	Ki ta wi gi jig	do	2,000.00	do	do	200,000	5.00	do	Do.
Oct. 4, 1886	Mike Corbine	do	1,000.00	do	do	100,000	5.00	do	Do.
Oct. 19, 1886	Che ba kwe	do	1,100.00	do	do	100,000	5.50	do	Do.
Nov. 22, 1886	To was o, guardian of heirs of He watch.	do	1,050.00	do	do	100,000	5.25	do	Do.
Oct. 18, 1886	Ke do ki wi ga bow	do	1,000.00	do	do	100,000	5.00	do	Do.
Nov. 24, 1886	Ase baw	do	2,100.00	do	do	200,000	5.25	do	Do.

Oct. 2, 1886	Ma ka day ge zhig	do	2,000.00	do	do	200,000	5.00	do	Do.
Sept. 24, 1886	Louis Bellife	do	4,600.00	do	do	400,000	5.75	do	Do.
Oct. 19, 1886	Wa jashk, jr	do	1,000.00	do	do	100,000	5.00	do	Do.
Oct. 15, 1886	Alfred Trepannier	Donald McDonald	1,150.00	Apr. 15, 1887	do	100,000	5.75	Dec. 23, 1886	Do.
Oct. 13, 1886	Louisa Beawregnard	do	1,200.00	do	do	100,000	6.00	do	Do.
Do	Boni Gauthier	do	1,200.00	do	do	100,000	6.00	do	Do.
Oct. 16, 1886	Charlotte Oshoge	do	3,600.00	do	do	300,000	6.00	do	Do.
Oct. 13, 1886	Ne ga na si no kwe	do	1,200.00	do	do	109,000	6.00	do	Do.
Oct. 25, 1886	Ma kons	do	1,100.00	do	do	100,000	5.50	do	Do.
Do	Bi dwe we gi jig	do	2,200.00	do	do	200,000	5.50	do	Do.
Oct. 21, 1886	Henry Cadotte	do	1,100.00	do	do	100,000	5.50	do	Do.
Nov. 12, 1886	Ge bit we gi jig	do	2,200.00	do	do	200,000	5.50	do	Do.
Oct. 2, 1886	Gust Cadotte	do	1,100.00	do	do	100,000	5.50	do	Do.
Oct. 8, 1886	Terese	do	2,000.00	do	do	200,000	5.50	do	Do.
Do	Mis sa be	do	550.00	do	do	50,000	5.50	do	Do.
Do	Gi wi ta gi ji go kwe	do	2,200.00	do	do	209,000	5.50	do	Do.
Oct. 11, 1886	Charlotte Gauthier	do	7,800.00	do	do	600,000	5.50	do	Do.
Nov. 8, 1886	Harriett Duprey	do	1,300.00	do	do	100,000	5.50	do	Do.
Oct. 15, 1886	Margaret Trepannier	do	1,200.00	do	do	100,000	6.25	do	Do.
Oct. 25, 1886	Julia Dennis	do	2,400.00	do	do	200,000	6.00	do	Do.
Nov. 11, 1886	Marie Bellife	do	2,300.00	do	do	200,000	5.50	do	Do.
Nov. 20, 1886	Madeline Corbine	do	2,300.00	do	do	200,000	5.75	do	Do.
Oct. 8, 1886	Oja wash ko gi jig, jr	do	\$2,000.00	do	do	200,000	5.00	do	Do.
Sept. 28, 1886	Bi mo sa gi sbig					50,000	5.75	Dec. 13, 1886	Jan. 10, 1887.
Oct. 7, 1886	Shin a we ge jig					100,000	6.00	do	Do.
Sept. 25, 1886	Om bi bi ness					350,000	0.00	do	Do.
Nov. 18, 1886	Wa wi ens					100,000	6.50	do	Do.
Oct. 8, 1886	O ba ba					200,000	do	do	Do.
Do	Baw kwa o mo, guardian of Munne.					100,000	5.50	do	Do.
Sept. 24, 1886	Charlie Smith					100,000	5.75	do	Do.
Sept. 8, 1886	Joe Gauthier					200,000	6.00	do	Do.
Oct. 4, 1886	Kwe sens Gauthier					100,000	6.00	do	Do.
Aug. 30, 1886	Adolph La Ranger					200,000	6.00	do	Do.
Sept. 28, 1886	Sophia Gauthier					200,000	6.00	do	Do.
Sept. 28, 1886	Alexander Gauthier					100,000	6.00	do	Do.
Sept. 4, 1886	Bi mi gin gos kung					100,000	5.75	do	Do.
Oct. 20, 1886	Joe Farr					100,000	6.00	do	Do.
Oct. 7, 1886	Baptiste De Marris					400,000	6.00	do	Do.
Oct. 6, 1886	Mo ka mo kwe					100,000	6.00	do	Do.
Nov. 11, 1886	Ne wa da ka mig					100,000	6.00	do	Do.
Sept. 28, 1886	Angeline Thomas					100,000	6.00	do	Do.
Oct. 5, 1886	Muskigo Williams					100,000	5.75	do	Do.
Oct. 19, 1886	Alexis Slater					200,000	6.00	do	Do.
Oct. 14, 1886	Ga gone					200,000	5.50	do	Do.
Oct. 12, 1886	Shi mo ga nish					200,000	5.75	do	Do.
Sept. 24, 1886	Na wad it gi jig					200,000	5.50	do	Do.
Oct. 22, 1886	Eliza Bi kaw kwe					100,000	6.00	do	Do.
Oct. 6, 1886	Naw aw kwa ga bow kwe					200,000	6.00	do	Do.
Oct. 4, 1886	Ge kek, sr					200,000	6.25	do	Do.
Oct. 14, 1886	Wa si gi ji go kwe					200,000	6.25	do	Do.

1886-'87—Continued.

Date.	Indian name.	Contractor.	Bond.	Contract terminates.	Reservation.	Number of feet.	Rate per M feet.	Date of receipt in Indian Office.	Date of approval.
Oct. 4, 1886	Ge kek we zan and Wm. Shogay	Dobie & Stratton.....	* \$20,000	Apr. 26, 1887	Lac Court Oreilles....	50,000	\$6.25	Dec. 13, 1887	Jan. 11, 1887.
Sept. 27, 1886	Ga sa ni.....					300,000	5.75	do	Do.
Oct. 7, 1886	Ba jis ka den gwe.....					200,000	5.75	do	Do.
Oct. 1, 1886	Mia wa shi we bi.....					200,000	5.75	do	Do.
Oct. 6, 1886	Frank Thayer.....					200,000	6.00	do	Do.
Oct. 9, 1886	Antoine Slater.....					250,000	6.00	do	Do.
Sept. 24, 1886	She ne gi jig.....					200,000	6.50	do	Do.
Oct. 7, 1886	Robert Boyd.....					400,000	5.75	do	Do.
Nov. 3, 1886	Joe, John, and Mary King.....					100,000	6.00	do	Do.
Sept. 23, 1886	Ga go ta a kwe.....					200,000	6.50	do	Do.
Oct. 13, 1886	O kwe gan, jr.....					200,000	6.50	do	Do.
Oct. 6, 1886	Bi mo se kwe.....					50,000	5.50	do	Do.
Oct. 13, 1886	Alex. Sand.....					200,000	6.00	do	Do.
Oct. 2, 1886	Augustin Corbine.....					50,000	5.75	do	Do.
Oct. 1, 1886	Kwe wi sens kwe gan.....					200,000	5.50	do	Do.
Sept. 23, 1886	Bo ni ash.....					50,000	5.50	do	Do.
Oct. 6, 1886	Bim we we.....					100,000	5.50	do	Do.
Sept. 21, 1886	George Trotochard.....					200,000	5.50	do	Do.
Sept. 24, 1886	Paul Sawyer.....					500,000	5.50	do	Do.
Oct. 9, 1886	Ge bit we gi jig.....					200,000	5.00	do	Do.
Oct. 1, 1886	I kwe sen sish ga dook.....					200,000	5.00	do	Do.
Oct. 4, 1886	Que ka bi kwe.....					200,000	5.50	do	Do.
Oct. 6, 1886	Man da min.....					50,000	5.00	do	Do.
Do.	Wa bish ka.....					200,000	5.50	do	Do.
Oct. 7, 1886	Ne wa de ko mi go kwe.....					100,000	5.75	do	Do.
Oct. 9, 1886	Be deed.....					100,000	5.50	do	Do.
Sept. 23, 1886	We wash kish.....					200,000	5.50	do	Do.
Nov. 10, 1886	Um bwa ge jig.....	200,000	5.00	do	Do.				
Sept. 22, 1886	Pa de bos sing.....	100,000	5.00	do	Do.				
Sept. 24, 1886	Mo ni ai ni ni.....	100,000	5.50	do	Do.				
Oct. 7, 1886	Ke we osh i kwe, Martin.....	200,000	5.25	do	Do.				
Oct. 21, 1886	Pi mo se gi zig.....	200,000	5.00	do	Do.				
Oct. 2, 1886	Be bwe ne, Qui we sens, and Omajik.	50,000	5.50	do	Do.				
Sept. 24, 1886	Chicog Shin a we ge jig.....	200,000	5.50	do	Do.				
Sept. 23, 1886	Nancy.....	300,000	6.00	do	Do.				
Oct. 7, 1886	Waw saw.....	300,000	5.75	do	Do.				
Do.	Mad ji gi ji go kwe.....	100,000	5.50	do	Do.				
Oct. 1, 1886	Ge way ge zhig.....	100,000	5.00	do	Do.				

Oct. 25, 1886	Bi ta wa ka mi go kwe	Calligan Brothers	1,150.00	Apr. 15, 1887	do	100,000	5.75	Jan. 3, 1887	Do.
Nov. 22, 1886	Bag wad ji ni ni	do	600.00	do	do	50,000	6.00	do	Do.
Oct. 25, 1886	A sha wi pin and Bi mi gi ji kwe.	do	1,100.00	do	do	100,000	5.50	do	Do.
Nov. 24, 1886	John Kew gan	do	1,100.00	do	do	100,000	5.50	do	Do.
Oct. 25, 1886	Jlm Gwi wi sens	do	1,725.00	do	do	150,000	5.75	do	Do.
Do	Be bwe ni	do	1,150.00	do	do	100,000	5.75	do	Do.
Do	Bi si bans	do	1,150.00	do	do	100,000	5.75	do	Do.
Nov. 4, 1886	Gwi O ko gi jig	do	2,300.00	do	do	200,000	5.75	do	Do.
Nov. 24, 1886	Ogmi a gi jig jo kwe	do	2,300.00	do	do	200,000	5.75	do	Do.
Oct. 25, 1886	Joseph Shichog	do	1,200.00	do	do	100,000	6.00	do	Do.
Nov. 24, 1886	Mis ko gi jig okwe.	do	650.00	do	do	50,000	6.50	do	Do.
Oct. 29, 1886	John Bedod	do	2,400.00	do	do	200,000	6.50	do	Do.
Nov. 27, 1886	Wa san aug	do	882.50	do	do	75,000	5.75	do	Do.
Sept. 27, 1886	Sa wa did	do	2,340.00	do	do	200,000	5.85	do	Do.
Dec. 6, 1886	Bony Lumbar	do	1,200.00	do	do	100,000	6.00	do	Do.
Oct. 28, 1886	Asha wa ka mi go kwe.	do	2,200.00	do	do	200,000	5.50	do	Do.
Dec. 6, 1886	We we ji ga bow	do	550.00	do	do	50,000	5.50	do	Do.
Oct. 11, 1886	John and Sophia Corbine	do	2,500.00	do	do	200,000	6.25	do	Do.
Nov. 16, 1886	Maggie Clauthler	do	\$2,600.00	do	do	200,000	6.50	do	Do.
Nov. 24, 1886	Umbwa ge jig	do	1,150.00	do	do	100,000	5.75	do	Do.
Oct. 24, 1886	Ni ga nans	do	2,400.00	do	do	200,000	6.00	do	Do.
Nov. 27, 1886	No din	do	2,600.00	do	do	200,000	6.50	do	Do.
Do	Ni go lo	do	2,300.00	do	do	200,000	5.75	Jan. 20, 1877	Feb. 1, 1887.
Oct. 4, 1886	Filomen Corbine	Gaynor & Bergeron	4,800.00	do	do	400,000	6.00	do	Do.
Oct. 1, 1886	Margaret Ke gwe dosh					50,000	6.00	Dec. 13, 1886	Jan. 10, 1887.
Sept. 21, 1886	Gust Thomas					200,000	5.50	do	Do.
Oct. 27, 1886	Me ge sens Sa gima kwe					200,000	6.00	do	Do.
Sept. 30, 1886	De bish ko ge zhig					50,000	6.00	do	Do.
Oct. 9, 1886	Gaw ge wa ioash, sr					100,000	6.00	do	Do.
Sept. 22, 1886	No shi kwe i aw					200,000	6.00	do	Do.
Sept. 30, 1886	Ba bo ko way					50,000	6.00	do	Do.
Do	Aw aw se kway					50,000	do	do	Do.
Oct. 27, 1886	Min di mo la Sagima kwe					200,000	6.50	do	Do.
Oct. 4, 1886	Ma ka te gog					200,000	6.00	do	Do.
Oct. 13, 1886	Charles Ford					200,000	6.25	do	Do.
Oct. 12, 1886	Ga wi ta i ash					200,000	6.00	do	Do.
Oct. 9, 1886	Mary Pit a ta no kwe					200,000	6.00	do	Do.
Oct. 12, 1886	Mi se wa gi jig					200,000	6.00	do	Do.
Oct. 15, 1886	Delia Nesville					200,000	6.00	do	Do.
Oct. 9, 1886	Edward Dingley					200,000	6.00	do	Do.
Sept. 24, 1886	Bi son i gi jig ake wens					200,000	6.00	do	Do.
Aug. 29, 1886	Mis ko gwa wi sins ni kins	Doble & Straton	* 20,000.00	Apr. 20, 1887	do	200,000	5.75	do	Do.
Oct. 9, 1886	Na wa kwe					400,000	6.00	do	Do.
Oct. 4, 1886	John Lagoo					100,000	6.00	do	Do.
Do	Pe nes si we gi jig					200,000	6.25	do	Do.
Oct. 1, 1886	Mis kwa des					200,000	6.00	do	Do.
Oct. 13, 1886	Joseph Blanchor					100,000	6.00	do	Do.
Oct. 1, 1886	Bin a sha					100,000	5.75	do	Do.
Sept. 3, 1886	Samuel Essebon					500,000	6.00	do	Do.
						200,000	6.00	do	Do.

* General.

Abstract of logging contracts made by Indians of La Pointe Agency, Wisconsin, 1882-1888—Continued.

1886-'87—Continued.

Date.	Indian name.	Contractor.	Bond.	Contract terminates.	Reservation.	Number of feet.	Rate per M feet.	Date of receipt in Indian Office.	Date of approval.
Nov. 16, 1886	Boshking					50,000	\$5.25	Dec. 13, 1886	Jan. 10, 1887.
Oct. 14, 1886	John Aki wenzle					100,000	do	do	Do.
Oct. 2, 1886	Mitchel Thomas					100,000	5.25	do	Do.
Sept. 28, 1886	O gi ma gi ji go kwe, Martin.					200,000	5.25	do	Do.
Nov. 1, 1886	Bim we we gi ji go kwe					100,000	5.75	do	Do.
Sept. 25, 1886	John Scott					400,000	5.25	do	Do.
Oct. 16, 1886	John Quartiers					200,000	5.75	do	Do.
Oct. 2, 1886	Naw zhi na kway					100,000	5.00	do	Do.
Oct. 30, 1886	John Morrison	W. J. Armstrong	\$1,200.00	June 1, 1887	Bad River	200,000	6.00	Jan. 25, 1887	Feb. 3, 1887.
Oct. 7, 1886	Mary Cadotte	do	1,200.00	do	do	200,000	6.00	do	Do.
Oct. 30, 1886	Frank Belonger	do	1,200.00	do	do	200,000	6.00	do	Do.
Do	William Morin	do	1,200.00	do	do	200,000	6.00	do	Do.
Do	Charlotte Belonger	do	1,200.00	do	do	200,000	6.00	do	Do.
Oct. 6, 1886	Henry La Pointe	do	1,200.00	do	do	200,000	6.00	do	Do.
Oct. 8, 1886	Jack Scott	George Forsythe	1,200.00	do	do	200,000	6.00	do	Do.
Do	Walter Scott	do	1,200.00	do	do	200,000	6.00	do	Do.
Do	Charles Charette, jr	do	1,200.00	do	do	200,000	6.00	do	Do.
Do	Mi ke nah, or Saml. Stoddard	do	1,200.00	do	do	200,000	6.00	do	Do.
Do	Okak gi shi go que	do	1,200.00	do	do	500,000	6.00	do	Do.
Do	Oge wan se, or John Ka wa yash	do	1,200.00	do	do	200,000	6.00	do	Do.
Do	Oge manse, or George Messenger	do	1,200.00	do	do	200,000	6.00	do	Do.
Do	Charlotte, George, Louisa Hughes and John Larock	do	1,200.00	do	do	200,000	6.00	do	Do.
Do	George Martin	do	1,200.00	do	do	200,000	6.00	do	Do.
Dec. 13, 1886	Min de mo ia	do	1,200.00	do	do	200,000	6.00	do	Do.
Do	John Ba be dash	do	1,200.00	do	do	200,000	6.00	do	Do.
Dec. 13, 1886	Julia Blackcloud	do	1,200.00	June 1, 1887	do	200,000	6.00	do	Do.
Nov. 13, 1886	Ba go na ge zhi go kwa	do	1,200.00	do	do	200,000	6.00	do	Do.
Oct. 8, 1886	Antoine Cinture	do	1,200.00	do	do	200,000	6.00	do	Do.
Do	Frank Simon, or Ta da kee ma sa	do	1,200.00	do	do	200,000	6.00	do	Do.
Oct. 11, 1886	Mary Bray	Peter Bergevin	8,400.00	Apr. 20, 1887	Lac Court Orelles	700,000	6.00	Dec. 30, 1886	Feb. 24, 1887.
Do	Ke gan i gan is	do	9,600.00	do	do	800,000	6.00	do	Do.
Do	Ambrose Corbine	do	8,400.00	do	do	700,000	6.00	do	Do.
Oct. 26, 1886	John Holiday	Edward Haskins	1,200.00	June 1, 1887	Bad River	200,000	6.00	Feb. 10, 1887	Do.
Do	Madj ke was sung	do	1,200.00	do	do	200,000	6.00	do	Do.
Do	Paul Current	do	2,400.00	do	do	400,000	6.00	do	Do.
Do	John Twebirds	do	1,800.00	do	do	300,000	6.00	do	Do.

Nov. 1, 1886	Nin ge wen zie, guardian of Okan a me.	do	2,400.00	do	do	400,000	6.00	do	Do.
Oct. 20, 1886	She baw je wan okwa	do	1,650.00	do	do	300,000	5.50	do	Do.
Oct. 26, 1886	Frank Cozino	do	2,400.00	do	do	200,000	6.00	do	Do.
Do.	Frank Gish kak	do	1,200.00	do	do	200,000	6.00	do	Do.
Jan. 22, 1887	Charles Haskins	do	1,800.00	do	do	300,000	6.00	do	Do.
Oct. 14, 1886	Antoine Pero	John B. Denomma	1,800.00	do	do	300,000	6.00	do	Do.
Nov. 4, 1886	Ne baw iosh	do	600.00	do	do	100,000	6.00	do	Do.
Do.	Gan ge goe kwa	do	600.00	do	do	100,000	6.00	do	Do.
Oct. 14, 1886	Joseph Current	do	3,000.00	do	do	500,000	6.00	do	Do.
Jan. 10, 1887	Pas cu a tu a mo	do	1,200.00	do	do	200,000	6.00	do	Do.
Oct. 11, 1886	Ma da ga me	do	1,800.00	do	do	300,000	5.00	do	Do.
Oct. 22, 1886	Frank Beson	do	3,000.00	do	do	500,000	6.00	do	Do.
Oct. 16, 1886	Mary Genery	do	3,000.00	do	do	500,000	6.00	do	Do.
Oct. 20, 1886	Edward E. Conner	D. A. Kennedy	3,300.00	do	do	600,000	5.50	do	Do.
Oct. 1, 1886	Louis Manypenny	do	2,400.00	do	do	200,000	6.00	do	Do.
Dec. 13, 1886	James and Madeline Doolittle and Kish ke tu wung.	do	2,400.00	do	do	200,000	6.00	do	Do.
Oct. 26, 1886	Mi zi gan	G. M. Armstrong	1,100.00	do	do	200,000	5.50	do	Do.
Oct. 26, 1886	Mink Star	do	1,650.00	do	do	300,000	5.50	do	Do.
Do.	Gust Beson	do	1,100.00	do	do	200,000	5.50	do	Do.
Do.	Wa sesh kung, 2d	do	1,100.00	do	do	200,000	5.50	do	Do.
Do.	Josette Bochase	do	1,650.00	do	do	300,000	5.50	do	Do.
Jan. 19, 1887	Simon Denomie	George Forsyth	1,200.00	do	do	200,000	6.00	do	Do.
Oct. 13, 1886	William Whitebird	Ed. Brown	1,150.00	do	do	200,000	5.75	do	Do.
Do.	Elisha Whitebird	do	1,150.00	do	do	200,000	5.75	do	Do.
Jan. 14, 1887	John Baptiste Roy	do	2,875.00	do	do	100,000	5.75	do	Do.
Sept. 17, 1886	To ma, or Jacob Sky	do	3,200.00	do	do	500,000	6.25	do	Do.
Do.	Baptiste Green	do	3,200.00	do	do	500,000	6.25	do	Do.
Oct. 7, 1886	Deloit Cabeck	do	2,500.00	do	do	400,000	6.25	do	Do.
Nov. 8, 1886	Michel Couture	do	2,500.00	do	do	100,000	5.00	do	Do.
Jan. 23, 1887	Sha da mo, or Thomas Scott.	do	1,100.00	do	do	200,000	5.50	Apr. 1, 1887	May 6, 1887.
Do.	We mi ti go shi.	do	1,100.00	do	do	200,000	5.50	do	Do.
Oct. 19, 1886	John Bo co way	John B. Denomma	3,000.00	do	do	500,000	6.00	Feb. 10, 1887	Feb. 6, 1887.
Apr. 1, 1887	Louis Bourey, guardian of Delia and Leo Bourey.	Calligan Bros.	2,700.00	Apr. 15, 1887	Lac Court Oreilles	200,000	6.25	May 12, 1887	May 19, 1887.
Nov. 1, 1886	Gwe ki gi jig.	G. M. Armstrong	1,100.00	June 1, 1887	Bad River	200,000	6.50	May 26, 1887	May 31, 1887.
Mar. 7, 1887	Na wa je ge zhig a kwa	George Forsyth	1,200.00	do	do	200,000	6.00	June 6, 1887	June 8, 1887.

1887-'88.

Nov. 11, 1887	1. Gwi-a-ko-gi-jig	The Valley Lumber Company.	do	Apr. 13, 1888	Lac Court Oreilles	100,000	\$5.00	Mar. 1, 1888
Oct. 13, 1887	2. Shang-wish	do	do	do	do	100,000	5.50	do
Oct. 20, 1887	3. David Bellisle	do	do	do	do	100,000	6.00	do
Nov. 1, 1887	4. Delia Nesville	do	do	do	do	50,000	5.25	do
Oct. 24, 1887	5. Mary Bray	do	do	do	do	100,000	5.50	do
Dec. 5, 1887	6. Bah-quah-omo	do	do	do	do	100,000	4.75	do
Nov. 26, 1887	7. Maggie Clauthier	do	do	do	do	100,000	6.50	do

Abstract of logging contracts made by Indians of La Pointe Agency, Wisconsin, 1882-1888—Continued.

1887-'88—Continued.

Date.	Indian name.	Contractor.	Bond.	Contract terminates.	Reservation.	Number of feet.	Rate per M feet.	Date of receipt in Indian Office.	Date of approval.
Nov. 15, 1887	8. Jwa-sa-mi, jr.	The Valley Lumber Com- pany.		Apr. 15, 1888	Lac Court Oreilles	50,000	\$5.75	Mar. 1, 1888.	
Nov. 12, 1887	9. We-we-ji-ga-bow	do	do	do	do	100,000	5.25	do	
Oct. 18, 1887	10. War-ba-nuner-go-kwe	do	do	do	do	100,000	5.75	do	
Nov. 1, 1887	11. Wa-bish-ko-gwan	do	do	do	do	50,000	5.00	do	
Dec. 20, 1887	12. Esther Dewashe	do	do	do	do	100,000	6.00	do	
Nov. 25, 1887	13. Ni-ba-ni-ga-bow-kwe.	do	do	do	do	200,000	6.00	do	
Oct. 25, 1887	14. Charlotte Gauthier	do	do	do	do	100,000	6.50	do	
Oct. 18, 1887	15. Asha-wa-ka-mi-go-kwe.	do	do	do	do	100,000	5.50	do	
Oct. 20, 1887	16. Alexander Gauthier	do	do	do	do	100,000	5.50	do	
Do.	17. David Corbine	do	do	do	do	100,000	6.00	do	
Oct. 31, 1887	18. Alexis Slater	do	do	do	do	100,000	5.50	do	
Nov. 10, 1887	19. Bi zhi kens	do	do	do	do	100,000	5.75	do	
Oct. 24, 1887	20. Besh kwe min di mote	do	do	do	do	100,000	6.00	do	
Sept. 27, 1887	21. Sa wa did	do	do	do	do	100,000	5.85	do	
Oct. 24, 1887	22. Charlotte Oshoge.	do	do	do	do	50,000	6.25	do	
Nov. 15, 1887	23. Wa jashk, sr	do	do	do	do	50,000	5.00	do	
Oct. 24, 1887	24. Ke gan i ganis	do	do	do	do	100,000	6.00	do	
Sept. 15, 1887	25. Mi no gi shi go kwc	do	do	do	do	100,000	6.00	do	
Oct. 27, 1887	26. Joseph Dugall	do	do	do	do	100,000	6.00	do	
Sept. 22, 1887	27. Sam Easibon	do	do	do	do	50,000	5.00	do	
Oct. 20, 1887	28. Kit chi min di moien	do	do	do	do	100,000	5.25	do	
Oct. 18, 1887	29. Ne sho te	do	do	do	do	50,000	6.00	do	
Oct. 27, 1887	30. On baw na kwad o kway	do	do	do	do	100,000	6.00	do	
Nov. 7, 1887	31. Shi shi bi di ni gan	do	do	do	do	50,000	6.00	do	
Oct. 24, 1887	32. Nakin	do	do	do	do	50,000	6.00	do	
Nov. 15, 1887	33. Be mo si gi jik, jr	do	do	do	do	50,000	5.00	do	
Nov. 25, 1887	34. Ge kek, jr	do	do	do	do	50,000	5.00	do	
Nov. 4, 1887	35. Wa ban an an go kwe	do	do	do	do	75,000	5.75	do	
Oct. 24, 1887	36. Ono daims	do	do	do	do	50,000	6.00	do	
Nov. 10, 1887	37. Min-an-a-kwad	do	do	do	do	100,000	6.00	do	
Oct. 18, 1887	38. Go-gi-jig-sang	do	do	do	do	50,000	5.50	do	
Oct. 14, 1887	39. I-ko-sens-manens]	do	do	do	do	100,000	5.50	do	
Nov. 7, 1887	40. Gi-jig-go-bi-nens	do	do	do	do	50,000	5.00	do	
Jan. 9, 1887	41. Andeg, sr	do	do	do	do	100,000	6.00	do	
Sept. 23, 1887	42. Alex. Sand	do	do	do	do	200,000	5.75	do	
Nov. 26, 1887	43. Augustine Corbine	do	do	do	do	50,000	5.25	do	
Oct. 21, 1887	44. Antoine Denes-jees	do	do	do	do	200,000	6.00	do	
Nov. 3, 1887	45. Git-chi-l-kwe, sr	do	do	do	do	100,000	5.00	do	
Nov. 23, 1887	46. Omash-kaw	do	do	do	do	200,000	5.75	do	

Do	47. Bi-tow-i-com-i-go-kwe	do	do	do	100,000	5.75	do
Oct. 18, 1887	48. Op-wa-gen-kwesens	do	do	do	100,000	5.50	do
Oct. 27, 1887	49. Um-bwa-gi-jig	do	do	do	50,000	5.50	do
Nov. 11, 1887	50. Ge-bit-we-we	do	do	do	100,000	5.00	do
Nov. 23, 1887	51. Jane Butcher	do	do	do	400,000	6.00	do
Sept. 20, 1887	52. Min-de-mole	do	do	do	200,000	6.00	do
Nov. 10, 1887	53. Wa-biz-ha-she	do	do	do	100,000	4.75	do
Oct. 20, 1887	54. Maggie Gould	do	do	do	200,000	6.50	do
Oct. 16, 1887	55. Ne-ta-ni-ga-bow	do	do	do	100,000	5.50	do
Sept. 28, 1887	1. Baptiste Ist	Doble and Stratton	Apr. 20, 1888	do	100,000	6.50	Mar. 3, 1888
Nov. 11, 1887	2. Gust Thomas	do	do	do	100,000	7.00	do
Feb. 14, 1888	3. Louis Gauthier	do	do	do	100,000	6.00	do
Sept. 28, 1887	4. Nay-wa-je-ge-zhi-go-kway	do	do	do	100,000	6.50	do
Feb. 15, 1888	5. Be-dan-a-quot-o-kwe	do	do	do	100,000	6.50	do
Do	6. Chas. Pi-gis-gwi-wi-sens	do	do	do	100,000	6.00	do
Do	7. Joe Martin	do	do	do	100,000	6.00	do
Feb. 14, 1888	8. Frank Murray	do	do	do	100,000	7.50	do
Feb. 15, 1888	9. Gis-hi-osh	do	do	do	100,000	7.00	do
Oct. 17, 1887	10. Main gan	do	do	do	100,000	6.25	do
Feb. 14, 1888	11. Ki-chi-i-kwe-Pe-ma-si-ge-jig	do	do	do	100,000	6.00	do
Feb. 13, 1888	12. John Allen	do	do	do	100,000	7.00	do
Do	13. I-kwe-wish White	do	do	do	100,000	6.25	do
Feb. 14, 1888	14. Sophia Lumbar	do	do	do	100,000	7.25	do
Oct. 7, 1887	15. Julius Carafelt	do	do	do	500,000	7.00	do
Feb. 15, 1887	16. Wa-zhusk-mitto-go-mish	do	do	do	100,000	6.25	do
Sept. 30, 1887	17. Shin-a-we-ge-jig	do	do	do	100,000	6.25	do
Feb. 14, 1887	18. Margaret Denarraah	do	do	do	100,000	6.50	do
Do	19. Chase Gordon	do	do	do	100,000	7.00	do
Nov. 28, 1887	20. Om-bi-bi-ness	do	do	do	100,000	6.50	do
Feb. 13, 1887	21. Mary Blanchard	do	do	do	100,000	7.00	do
Feb. 14, 1887	22. Hattie Lumbar	do	do	do	100,000	6.50	do
Oct. 7, 1887	23. Charles Ford	do	do	do	100,000	6.50	do
Feb. 14, 1887	24. John Lafave	do	do	do	100,000	7.25	do
Feb. 13, 1887	25. O-bi-mi-gi-ji-gokwe Oma-gen	do	do	do	100,000	6.50	do
Do	26. Myra Sophia Blanchard	do	do	do	100,000	7.25	do
Oct. 17, 1887	27. Angeline Setter	do	do	do	100,000	7.75	do
Sept. 27, 1887	28. Ge-be-o-sa-kwe	do	do	do	100,000	7.00	do
Feb. 13, 1887	29. John Blanchard	do	do	do	100,000	7.25	do
Feb. 14, 1887	30. Mary Means	do	do	do	100,000	6.00	do
Feb. 13, 1887	31. Ma-na-des Warren	do	do	do	100,000	6.75	do
Feb. 14, 1887	32. John Farr	do	do	do	100,000	6.75	do
Do	33. Paul Revi	do	do	do	100,000	6.50	do
Do	34. Hattie Johnson	do	do	do	100,000	7.00	do
Sept. 28, 1887	35. Sa-sid-ji-wan	do	do	do	150,000	7.00	do
Feb. 14, 1888	36. Mary Ann Ring	do	do	do	100,000	6.75	do
Do	37. Man-da-min	do	do	do	100,000	6.00	do
Do	38. William Boyd	do	do	do	100,000	7.25	do
Sept. 20, 1887	39. Wa-wi-ous	do	do	do	100,000	7.00	do
Sept. 28, 1887	40. Augusta A-ji-damons	do	do	do	200,000	6.00	do
Feb. 14, 1888	41. Me-ash-twe-i-kwe	do	do	do	100,000	6.75	do

1887-'88—Continued.

Date.	Indian name.	Contractor.	Bond.	Contract terminates—	Reservation.	Number of feet.	Rate per M feet.	Date of receipt in Indian Office.	Date of approval.
Feb. 14, 1888	42. Jin-gwas-ino-kwe.....	Dobie & Stratton		Apr. 20, 1888	Lac Court Oreilles	300,000	\$6.50	Mar. 3, 1888	
Feb. 13, 1888	43. Ena-we-ga-bow.....	do		do	do	100,000	6.00	do	
Oct. 14, 1887	44. John Singog	do		do	do	100,000	6.75	do	
Feb. 14, 1888	45. George Corbine.....	do		do	do	100,000	6.50	do	
Do.....	46. Matilda Lagon.....	do		do	do	100,000	6.75	do	
Do.....	47. Frank Holmes.....	do		do	do	200,000	6.50	do	
Sept. 28, 1887	48. She-ne-ga-gig	do		do	do	100,000	6.50	do	
Feb. 15, 1888	49. Mary Trepannier.....	do		do	do	100,000	7.50	do	
Feb. 13, 1888	50. John Mishler.....	do		do	do	100,000	6.75	do	
Do.....	51. Be-na-aha.....	do		do	do	200,000	6.50	do	
Oct. 1, 1887	52. Na-bi-ni-ri-gig	do		do	do	100,000	6.25	do	
Sept. 29, 1887	53. John King.....	do		do	do	100,000	6.50	do	
Oct. 13, 1887	54. Gi-ji-go-Kwe	do		do	do	300,000	7.25	do	
Sept. 29, 1887	55. Esther Belliale.....	do		do	do	100,000	6.00	do	
Feb. 15, 1888	56. Louis Mishler.....	do		do	do	100,000	7.25	do	
Feb. 13, 1888	57. Charley Be-kwa-a-mo.....	do		do	do	100,000	6.00	do	
Feb. 15, 1888	58. William Dingley.....	do		do	do	100,000	6.00	do	
Sept. 28, 1887	59. En-a-wi-ga-bow.....	do		do	do	100,000	6.50	do	
Do.....	60. Augustine Ke-bo-as-sang.....	do		do	do	200,000	6.50	do	
Do.....	61. Maw-na-meg	do		do	do	300,000	6.50	do	
Do.....	62. Bi-shi-kina.....	do		do	do	100,000	6.50	do	
Feb. 14, 1888	63. Edward Gordon.....	do		do	do	200,000	6.50	do	
Feb. 14, 1888	64. Bo-quan-ches.....	do		do	do	100,000	5.75	do	
Sept. 26, 1887	65. Emma Roberge.....	do		do	do	100,000	5.50	do	
Sept. 28, 1887	66. Og-mia-gi-jo-go-kwe.....	do		do	do	100,000	6.25	do	
Feb. 13, 1888	67. Jim-ji-ni-ni.....	do		do	do	500,000	6.00	do	
Sept. 30, 1887	68. George Trotochard.....	do		do	do	100,000	6.00	do	
Feb. 14, 1888	69. Charley Owagen.....	do		do	do	100,000	5.75	do	
Sept. 30, 1887	70. Chi-cog, 2nd.....	do		do	do	100,000	5.50	do	
Oct. 28, 1887	71. Paul Sawyer.....	do		do	do	100,000	6.00	do	
Sept. 29, 1887	72. Mo-kit chi-wa-no-kwe.....	do		do	do	100,000	5.50	do	
Oct. 12, 1887	73. Qua-ka-de-kwe.....	do		do	do	100,000	5.75	do	
Oct. 7, 1887	74. Jim Gwi-wi-sens.....	do		do	do	100,000	6.00	do	
Sept. 28, 1887	75. Min-da-mole.....	do		do	do	100,000	6.50	do	
Oct. 14, 1887	76. Bi-na-aha.....	do		do	do	100,000	7.00	do	
Nov. 18, 1887	77. O-den a-wi-neas.....	do		do	do	100,000	7.00	do	
Sept. 19, 1887	78. Ti-bis co-gi-gig	do		do	do	100,000	6.25	do	
Feb. 13, 1888	79. Taylor Garden.....	do		do	do	100,000	6.75	do	
Sept. 27, 1887	80. Ang-gai-bow-i-gwe.....	do		do	do	200,000	6.50	do	
Sept. 28, 1887	81. Be-ha-mi-sine.....	do		do	do	100,000	6.50	do	

Feb. 14, 1888	82. Henry Lumbar	do	do	do	100,000	7.00	do
Sept. 28, 1887	83. Ma-gi-ji-go-kwe	do	do	do	100,000	6.50	do
Feb. 13, 1888	84. Mary Squires	do	do	do	300,000	6.25	do
Feb. 15, 1888	85. Bug-we-ma-gi-ji-go-kwe	do	do	do	100,000	6.50	do
Sept. 28, 1887	86. O-ka-bi-ha-mi-go-kwe	do	do	do	50,000	6.50	do
Oct. 10, 1887	87. James E. Squires	do	do	do	100,000	6.75	do
Oct. 1, 1887	88. Ma-ma-jik	do	do	do	100,000	6.00	do
Oct. 5, 1887	89. Gi-bi-twence	do	do	do	200,000	6.00	do
Oct. 22, 1887	90. John A. ka-wen-zie	do	do	do	100,000	6.00	do
Sept. 28, 1887	91. Ke-we-ash-i-kwe Martin	do	do	do	100,000	6.00	do
Feb. 15, 1888	92. Gi-ba-wi-kwe	do	do	do	100,000	6.50	do
Feb. 14, 1888	93. New-ji-na-kwa-Ke-wi-ti-no-kwe	do	do	do	100,000	6.00	do
Sept. 28, 1887	94. Oge-ma-gi-ji-go-kwe-Martin	do	do	do	100,000	6.00	do
Feb. 14, 1887	95. Alex La Rock	do	do	do	100,000	6.25	do
Feb. 13, 1888	96. Batise St. Martin	do	do	do	100,000	6.00	do
Oct. 3, 1887	97. Antoine Ge-wag-i-zhig	do	do	do	100,000	6.00	do
Nov. 5, 1887	98. Ching-wa-way	do	do	do	100,000	6.50	do
Feb. 13, 1888	99. Gwa-co-ge-jig	do	do	do	100,000	6.75	do
Feb. 14, 1888	100. Martha-Ke-wens	do	do	do	100,000	6.00	do
Oct. 10, 1887	101. Naw-zhi-naw-kway	do	do	do	100,000	6.00	do
Nov. 23, 1887	102. Ge-way-ge-zhig	do	do	do	100,000	5.50	do
Dec. 1, 1887	103. Wa-gashk	do	do	do	100,000	6.00	do

The following accompanied the original transmitted to Senator Dawes, chairman of the Committee on Indian Affairs :

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, November 21, 1887.

SIR: In compliance with your informal request, I herewith send you an abstract of all logging contracts made by the Indians of the La Pointe Agency, Wis., so far as the same have been approved by this office.

I also inclose a form of contract and bond used.

Statements of general results of these operations since the commencement thereof in 1882 will be found in the annual reports of this office, 1883 to 1887, inclusive.

A. B. UPSHAW,
Acting Commissioner.

Hon. H. L. DAWES,
United States Senate.

By the CHAIRMAN :

Q. What other paper are you able to produce this morning?—A. I have a copy of the complaint of the Fond du Lac Indians, dated January 26, 1888, of which you had a rough draught.

The paper produced by the witness is as follows :

RESERVATION OF THE FOND DU LAC BAND OF CHIPPEWA INDIANS,
La Pointe Agency, January 26, 1888.

DEAR SIR: We again beg to invoke your aid in adjusting the wrongs and unjust discrimination against us, which causes immeasurable dissatisfaction and discontent among us. The prime seat of all the trouble and discontent arising upon this reservation lies solely in the manner Indian Agent James T. Gregory deals with the Indians.

Our grievances are not of recent origin nor are they of trifling nature. The incincerity manifested by Mr. Gregory in the performance of his duties on behalf of the Government, and for the interest of the Indians, became apparent more than a year ago, which has materially affected the interests and welfare of the Indians who are actual members of this band, as can be seen by the following statement of a council held on the 23d and 24th instants.

Mr. Gregory opened the council by the introduction of Mr. Tom Wall as a special allotment agent, duly appointed from Washington.

Then Mr. Gregory proceeded to take minutes of claims filed by the Indians in taking their several allotments of land.

During the proceedings of the council several names were brought before council which were rejected by the Indians because those parties were known by the oldest inhabitants upon this reservation as having no legitimate claims as members of this band.

A large number of those rejected had filed their claims with the farmer and had contracted with the timber buyers to cut and bank the timber, and had received advances of money, merchandise, etc., upon such contracts. In selling the pine timber upon the Indian reservation, before the consent and approval of the Indians had been secured, Mr. Gregory then presented certain rules, purporting them to be from the proper authority in Washington, intended to cover cases of this nature, the substance of which was that when an applicant was rejected by the Indians the applicant should be sworn and show cause why his claim should be granted, and prove that his parents were recognized members of this band, and the applicant should procure at least two witnesses to that effect.

Mr. Gregory then proceeded to inform the Indians that whether or not the applicant or their parents ever drew payment or annuities with this band, had no significance.

The clauses above referred to were seemingly constructed specially to fit those cases upon the reservation, in order to hold the timber upon which the advances were made, whether or not the applicant was entitled to any claim, thereby also securing the advances made, whether or not the Indians granted the claims.

While the General Government is liberal to those parties rejected in giving them privileges to secure lands upon the public domain, the Indians have no desire to debar any person rightfully entitled to land upon this reservation.

But they do not wish to have Indians and mixed-bloods who belong upon other reservations come here and crowd out those who are rightfully entitled to allotments upon this reservation.

As there are about one hundred members of this band who are endeavoring to secure suitable claims upon this reservation, but are kept back because most all the land of any value for timber or otherwise has been taken by parties not belonging upon the reservation, and yet Mr Gregory exercises all of his authority, and even abuses the privilege of his office by exhausting every effort to secure the claims to those who have been rejected, seemingly because those parties have received advances from the timber buyer on the timber upon such claims, and those advances have been made with the knowledge that those claims had not been granted by Indians at council. In about every case where an applicant was rejected during the last council, held January 23 and 24, when applicant and his witnesses were sworn to give testimony, Mr. Gregory was asked on behalf of the Indians for a privilege to cross-question witnesses in order that justice may be given both sides, but Mr. Gregory obstinately refused to allow any questioning or any testimony or any interference whatever by the members of this band.

If Gregory has exclusive authority to use his own judgment in the granting or rejecting claims upon this reservation, and if the customary rule of leaving that matter to the Indians has been abandoned we would like to be properly informed of that fact, that we may quietly submit to the inevitable, but until then we shall continue to bring the matter before you in endeavoring to obtain relief. The fact that the testimony taken in those cases rejected were taken only from one side, and that when the proofs were insufficient to warrant the granting of claims Mr. Gregory still insisted in holding those claims for the rejected parties until he could see a certain Mr. Durfee at Ashland, Wis., and some other parties at Superior, Wis., whom he imagined possibly knew something about those parties rejected, which would probably enable him to report the matter to the Indian Department to suit himself, and in such a manner as to cast the reflection of responsibility upon others, and that he would not listen to a word from the oldest Indians who have lived here all their lives, shows conclusively that Mr. Gregory has a much deeper motive than a mere desire to satisfy himself that no injustice is done to those whom the Indians desire to reject.

But there is one notable fact in connection with the favor shown by Gregory to rejected applicants, which shows his sympathy and identity with the people buying the Indian timber, is that when those parties who have not received advances upon their timber were rejected, the rejection was promptly approved by Mr. Gregory and those who have received advances on their timber and rejected by Indians at council, were held by Gregory in spite of all the remonstrance the Indians could bring to bear upon those cases. If Gregory was just to the principles of the Government and to the interests of the Indians, what motive could he have in exhausting every function of authority of his office, and even abusing the privileges of the same, to protect the interests of the timber buyers at the expense of the Indians?

Had Gregory faithfully performed his duties and protected the interests of the Indians, which is one of the most important functions of his office, the present condition of the Indians would have been materially different, and the price paid them for their timber would be from 20 to 25 per cent. greater than they now receive, which can be easily shown by the prices paid for timber at Duluth, Stillwater, and Minneapolis, Minn., the principal lumber manufacturing cities in the State. The very important part that Gregory is taking in this timber business became very conspicuous last May, when the time came for the timber buyers to make settlement with the Indians. When the Indians complained to Gregory of the unjust manner they were being dealt with Gregory would endeavor to intimidate them by threatening to have them arrested for being drunk, etc.; and in one case Gregory closeted a member of this band with himself, and threatened to have him arrested and sent to prison, also expelled from the reservation, for daring to write letters for the Indians in reporting the manner of their treatment to the authorities at Washington.

We also desire to submit for your consideration the following statement of an investigation which took place on or about the 6th day of September, 1887, upon this reservation, which proved to be a genuine farce. A Mr. Thompson (Thomas) arrived here from Washington on or about the 6th day of last September. A council was called by Mr. Gregory, who introduced Mr. Thompson (Thomas) as a man who was sent here from Washington by the Great Father to investigate certain complaints made by those Indians to the authorities at Washington, dated about the 16th day of April, 1887. Mr. Thompson (Thomas) was assisted by Mr. Gregory in the investigation, which was conducted wholly on behalf of and in favor of the timber buyers, against whom the complaints were made. The Indians knew nothing of the nature of Mr. Thompson's (Thomas) mission until the council was opened, and the Indians were not given time to procure witnesses to substantiate the complaints made; the principal witnesses were scattered throughout the reservation, and could not be brought to the Indian village in less time than six hours at the quickest. Mr. Thompson (Thomas) was notified of this fact, and requested to continue the investigation the following day, but he strenuously declined to do so, remarking that "It does not take me long to make up my mind in a case of this kind." The Indians

asked for the privilege of cross-questioning what few witnesses that were called to defend the parties against whom the complaints were made. This also was denied them.

However, one witness was called, "Joseph Frank," who testified frankly and honestly how the Indians were misled and himself unjustly dealt with. Soon as it became apparent that his evidence was bearing directly against the timber buyer, Mr. Thompson (Thomas) attempted to intimidate him by asking him if he (witness) ever brought any whisky upon the reservation.

Mr. Gregory took the minutes of the investigation, and we have no doubt he flavored the reports of the investigation to suit his own taste.

Mr. Thompson (Thomas) was asked for a copy of the proceedings of the investigation or permission to take the same, but both were denied the Indians. There are a number of witnesses that could have been procured had one day's notice been given the Indians, by whom the complaints could have been fully substantiated.

But all privileges of a fair and honest investigation was denied the Indians, which resulted so disgracefully to an honest purpose. Thus the timber sharks were extricated by officials whose duty it is to prosecute them.

We respectfully again urge your attention in the proper and further investigation of the complaints above referred to, dated April 16, 1887.

We claim that the investigation made on or about September 6, 1887, arising from those complaints, were partial, unfair, and unjust towards the Indians.

We submit herewith the names of applicants for allotments upon this reservation, which were rejected by Indians at council January 23 and 24, 1888, and which Gregory is doing all in his power to secure the claims to them, and which we urgently request that you take such steps to prevent any patents being issued to those parties, for lands upon the Fond du Lac Reservation of the La Pointe Agency.

Julia Dennis.
Hattie Cajune.
Mary Sulier.
Antone Sulier.
Benjamin La Geo.
Levi La Goo.
Ogemaquay.
Ellen Wilson.
Mary Defoe (or Mary Lafooe).
Suset Wabano.
Elizabeth Goozoe.
Theresa Goozoe.
Joseph Frazer.
Mary Hunt.

Mary Frazer.
Emma Frazer.
Edward Robideau.
Mary Robideau.
Peter Robideau.
P. C. Marsett.
Angelic St. John.
Theresa St. John.
Susan Roberts.
Sophia Roberts.
Maggie Defoe.
Da Dagamashequay.
Louis Legard.

It may be inferred that those parties are usurpers of the rights of our children and many of our old people, who have not made selections yet, and who are desirous of making selections. There are a few cases where those parties make applications for claims under assumed names, apparently for the purpose of misleading the Indians. About all the cases where parents have filed claims for their children were not brought before the last council, held January 23 and 24, 1888, thereby delaying the Indians in securing the lands that were filed for their children, also giving room for contention with parties who are liable to file on those claims which were originally filed upon for the children.

There are also cases where claims upon valuable lands have been filed by resident Indians, which were afterward ascertained that those claims were charged in the farmers' books and given to other parties, and the original claimant given other claims which are comparatively of no value, this being done apparently to secure the valuable timber claims to those parties who would readily sell the timber to certain parties which is apparent Mr. Gregory is in sympathy with.

The looseness of the manner in which the farmers' books are kept, upon which all claims of allotments are filed, is notorious and shameful, sometimes depriving old and helpless people in this manner of their rightful claims.

We understand Special Allotment Agent Tom Wall was instructed by you to locate claims for Indians, and designate to them the boundary lines of same, so that allottees would become familiar with the situation of their claims and the boundary lines.

This was not complied with. During the last council, which was held January 23 and 24, 1888, for the purpose of allotting lands, not an Indian was shown the location of his or her allotment, and Tom Wall left the reservation.

We also desire to submit for your investigation claims upon the Northern Pacific Railroad for lands occupied by said railroad in running through the southern portion of the Fond du Lac Reservation. Said road has been in operation the past nineteen

or twenty years and we have never received any money or other compensation for the lands occupied by said railroad in the right of way, nor for any timber taken from our lands used in the construction of said railroad, of which there has been a large quantity taken for some distance outside of the right of way. We desire the Government should take this matter up and compel the Northern Pacific Railroad Company to pay for such lands occupied by them, and for the timber said railroad company has taken from our lands used in the construction of said railroad, and for the damages sustained in the destruction of valuable timber by fire along the line of said railroad, originating by the sparks from the locomotives of said railroad company.

Owing to the unsatisfactory nature of the Indian farmer's services, we petitioned Agent James T. Gregory to appoint for that position a mix-blood from our reservation, several of whom are eminently capable to fill any position on this reservation for the public service; we also asked him to give us a mix-blood school teacher. Some of our own people are fully competent to teach even in the public schools among the white people, but Gregory refused to appoint a mix-blood to teach in our school, although the Indian Department urgently recommends such a course. But Mr. Gregory promised to consider our request in the appointment of a mix-blood to the position as Indian farmer, but he has failed to take any definite action in the matter.

We have lost all confidence in retaining the white man as Indian farmer, from the manner they have served us, and we now want a mix-blood who belongs upon this reservation appointed to the position of farmer, who shall hereafter be recommended by the Indians. We see no other method by which the interests of the Indians can be protected from further abuse upon this reservation.

ANIMOSSING (his x mark),
SONGAKAMIG (his x mark),
INDEBAANS (his x mark),

Delegates.

J. I. COFFEY,

Spokesman.

Witness:

A. DENOMIE.

The SECRETARY OF THE INTERIOR and INDIAN COMMISSIONER,
Washington, D. C.

The WITNESS. Then I produce a copy of the letter which you had before you last Saturday relative to the Mary Bray and other contracts, which is exact, as it has been compared with the original.

The letter referred to will be found on page —, at the close of the proceedings of the committee of March 10.

By the CHAIRMAN:

Q. Is that all that you are able to supply this morning?—A. Yes, sir; that is all.

TESTIMONY OF THADDEUS C. POUND.

Hon. THADDEUS C. POUND, having been duly sworn by the chairman, was interrogated as follows:

By the CHAIRMAN:

Q. Where do you reside?—A. At Chippewa Falls, Wis.

By Senator BLACKBURN:

Q. Were you ever employed as counsel by a lumbering firm known as Calligan Bros. on this Indian reservation in Wisconsin?—A. I was.

Q. At what date?—A. I think it was in November, 1886.

Q. What was the special matter pending which required your employment?—A. Calligan Bros. had been denied the privilege of making contracts with the Indians for logging during the winter of 1886-'87. The agent had instructed the farmer not to give them any blank contracts, saying that he would not approve any contracts made with them.

Q. You think that was in November, 1886?—A. I will not be sure, but it was in the latter part of October or the first of November.

Q. Do you remember any of the contracts specially by name that the firm of Calligan Bros. made?—A. At the time I was furnished by them with a list of the lands upon which they claimed to have made agreements with allottees, but I have not a copy of that list of lands.

Q. And you have not the original?—A. No, sir.

Q. Have you any data in your possession by which you can fix the dates of any contracts that they may have been made with the Indians owning the timber upon any of these allotments?—A. I think I have in my correspondence with the Department, some portion of which I retained.

Q. Do you remember anything about the contract with Mary Bray?—A. Yes; I remember that.

Q. I should like to obtain the date of that contract with her.—A. I have here a copy of a letter which I addressed to Commissioner Atkins under date of December 23, 1886. Shall I read it?

Senator BLACKBURN. If you please.

The witness read the following letter:

GILSEY HOUSE,
New York, December 23, 1886.

MY DEAR SIR: It is incumbent upon me to notify your office that the respective owners of the following-described allotments on the Lac Court Oreilles Reservation of the La Pointe Agency, Wisconsin, to wit, the W. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 21, T. 39, R. 8, the W. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 28, T. 39, R. 8, and lots 1 and 4, Sec. 4, T. 38, R. 8, did, on September 4, 1886, contract to sell to Calligan Bros. their logs to be cut from their lands.

It further transpires that under the representations of the farmer of said reservation, that said "Calligan Bros. would not be permitted to purchase logs to be cut from said reservation," other parties have subsequently made contracts with the same parties for the same logs.

Later, in my presence, and partly by my persuasion, the agent rescinded his expressed purpose to refuse to approve contracts for logs made by said Calligan Bros., and agreed to approve, in cases of disputed contracts, such contracts as the several land owners, in the presence of both claimants, should elect. It is claimed by Calligan Bros. that in the cases above noted the agent has declined to comply with this just agreement, and hence this notification, with the request that you withhold your approval of duplicate contracts covering the lands described.

Very respectfully,

THAD. C. POUND,
Attorney for Calligan Bros.; address, Chippewa Falls, Wis.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington.

By Senator BLACKBURN:

Q. Is that the whole of the letter?—A. Yes, sir.

Q. It is signed by you?—A. Yes, sir.

By the CHAIRMAN:

Q. Is this a copy or the original?—A. This is a copy.

Q. Where did you date it from?—A. This is dated at New York.

By Senator BLACKBURN:

Q. This is not the original letter?—A. No, sir.

Q. I want the original.—A. I assume this to be a correct copy.

Q. Did you make it yourself?—A. Yes, sir; it is in my own writing.

Q. Did you make this copy before you mailed the original?—A. Yes, sir; I should say that I did.

Q. Is the Mary Bray contract included in the list embraced in the letter you have just read?—A. I take it to be so.

Q. Do you know that?—A. It is my understanding that that list of lands represented the lands covered by her contract.

Q. And only the Mary Bray lands?—A. I will not be sure of that.

Q. You do not know?—A. No, sir.

Q. In this letter you asked for a suspension of approvals of contracts until communication could be had with Agent Gregory. Was that done?—A. I can not answer that question. My impression is that the contract had not at that time been forwarded for approval.

Q. Did the office at any time communicate with you and inclose you a letter or a copy of a letter from Agent Gregory to the Commissioner of Indian Affairs, and ask you whether you withdrew your objections to the approval of contracts, or whether you wanted the inquiry to go on?—A. They did.

Q. What did you answer to that and when?—A. First I will call your attention to the time. I received a letter from Commissioner Atkins under date of February 5, 1887, referring to the lands. I have the original letter here; shall I read it?

Senator BLACKBURN. I would like to have it read.

The witness read as follows:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, February 5, 1887.

Hon. THADDEUS C. POUND,
Chippewa Falls, Wis.:

SIR: Referring to your letter of the 23d December last, requesting that approval of duplicate contracts for logging on Lac Court d'Oreilles Reservation in respect of W. $\frac{1}{4}$ SE. $\frac{1}{4}$, sec. 21, T. 39, R. 8; W. $\frac{1}{4}$ NE. $\frac{1}{4}$, sec. 28, T. 39, R. 8; lots 1 and 4, sec. 4, T. 34, R. 8, be withheld by reason of conflict between the parties severally claiming to hold such contracts, I have to say that a copy of your letter was transmitted to Agent Gregory with directions to report thereon.

I inclose a copy of his reply, and as I do not find these contracts duplicated amongst those of Calligan Bros., I will thank you to inform me whether your objections are withdrawn.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

By Senator BLACKBURN:

Q. Now please give me your reply to that.—A. Here is a copy of the letter which was inclosed from Agent Gregory.

Q. That is under date of January 21?—A. Yes, sir.

Senator BLACKBURN. That is already in the record; it has just been put in.

The WITNESS. My reply is under date of February 12. Shall I read it?

Senator BLACKBURN. If you please.

The WITNESS. This was addressed to Commissioner Atkins and was written in Washington.

WASHINGTON, D. C., February 12, 1887.

MY DEAR SIR: Your letter of the 5th instant, covering copy of Agent Gregory's letter of January 21, 1887, is received. I regret to be compelled to disagree with some material statements of fact made by your agent with respect to the matter in controversy. Adhering strictly to my presentation of the case, set out in my letter of December 23, I will briefly and truly restate the case. Calligan Bros., who had been privileged to contract for purchase of logs cut from allotments of the Lac Court d'Oreilles Reservation during the winter of 1885 and 1886, having entered into contracts for other logs to be cut during the present logging season and made large advances thereon, were in the month of October informed by the farmer, Mr. Rusler, that your agent, Gregory, had directed that no contracts by them (Calligan Bros.) be approved; no complaint against the integrity or fair dealing of Calligan Bros. was made, the motive being entirely personal.

This information being by the farmer communicated to the Indian land-owners, some of whom were desirous of selling their timber at once, a number of such owners who had already entered into contracts with Calligan Bros., on the assumption that

their contracts would not be approved, proceeded to contract with other parties for the same timber. At this juncture of affairs Calligan Bros. appealed to me to intercede for them, and, if possible, to persuade the agent to recede from his determination to exclude them from a privilege which should be free alike to all good citizens. With reluctance I proceeded to the agency, resulting, as your agent states, in the agreement "to approve any contracts made by Calligan Bros. with the Indians," but with a proviso, which he omits to state, to wit, that where such contracts had been duplicated by reason of his order all parties interested should be convened, and the contract preferred by the Indians should in all cases be approved. This agreement was faithfully adhered to and carried out by the farmer until the case of Mary Bray, referred to in this correspondence, was reached.

Here let me note what the agent says in reference to this case. He says: "I was not aware that Calligan Bros. claimed to have contracted with the owners of [describing] the land. They never mentioned this fact to me." In this he is mistaken. I personally handed the agent a list of lands contracted, which embraced these identical lands. Furthermore, special mention was made of them at the time of the agreement, the farmer expressing the hope to me that Calligan Bros. would conclude to pass them (on grounds which I omit to state, being personal). But Calligan Bros. declining to yield these contracts, the farmer did convene the parties at Hayward, Mary Bray being present in person, Mr. Bergevin by attorney, and Calligan Bros. in person. At this conference Mary Bray, in her own person and behalf, stated that she preferred to adhere to her contract with Calligan Bros., whereupon the farmer declined to act, and referred the case to the agent, who also declined to carry out the wishes so expressed by the owner of the timber; Mary Bray, the only reason then assigned for such action being "that the contract with Mr. Bergevin had already been approved and forwarded to the Department."

The correctness of this latter statement is not confirmed by the records of your office, as several weeks later I was personally informed that no contracts, except those made with the regular traders, Dobie & Stratton, had then been received at your office. A most significant fact in connection with this case is, that the farmer left the reservation and went with Mr. Bergevin to Flambeau Farm to meet Mary Bray for the purpose of securing this contract for Mr. Bergevin. She informed the farmer that she had already contracted the timber to Calligan Bros., and was also persuaded to make the contract with Bergevin, when informed by the farmer that Calligan Bros. would not be allowed to contract. I respectfully suggest that you address the following interrogatories directly to Mr. Rusler, farmer, post-office address, Hayward, Sawyer County, Wis., with instructions to make prompt reply directly to you, to wit:

(1) Were you present when Mary Bray executed a certain contract with Mr. Bergevin for logs to be cut from her land on the L. C. Reservation?

(2) Did Mary Bray inform you at the time of this transaction that she had already contracted with Calligan Bros. for the same timber?

(3) Did you at this time inform Mary Bray that contracts with Calligan Bros. would not be approved?

(4) At what time did you forward the Bergevin contract with your approval to Agent Gregory?

(5) Did Mary Bray in person, Mr. Bergevin by attorney, and Calligan Bros. meet you at Hayward in pursuance of an agreement between the agent and Calligan Bros. to determine which of the two contracting parties should be recognized for confirmation?

(6) At such conference what preference was expressed by said Mary Bray?

It is to be regretted that work is already so far progressed under the Bergevin contract, notwithstanding my timely notice, that little, if anything, can now be done to rectify the injustice to Calligan Bros., and hence no further investigation need be made to that end. Of the importance of such investigation, to the integrity and wise management of affairs under your supervision, as well as the public service generally, you will be the judge.

Other important cases submitted by me some weeks ago are pending in your office, the issue of which may influence your action in the matter of investigation.

Please address me at Ebbitt House, this city, until further advised.

Very respectfully, yours,

THAD. C. POUND.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs.

By Senator BLACKBURN:

Q. What source of information had you upon which you predicated the statements contained in your letter as to what occurred between

the farmer and Mary Bray at the conference described?—A. I had only the statement of Calligan Bros.

Q. You know nothing of it personally?—A. No; I was not present.

Q. Did you ever have a conference with Mary Bray as to whether she wanted a contract with Calligan Bros. or with the other parties approved?—A. I never did.

Q. When you had this interview with Agent Gregory did he not tell you that the party selling the timber, the Indian, should have the right of election, and that whichever contract the Indian preferred should be approved?—A. That was the agreement.

Q. Did you ever have a subsequent conference with the agent on that subject?—A. I do not recall any other interview with him personally on that subject, though there may have been one.

Q. How do you know that the agent ever refused to carry out in good faith that agreement which he made with you, which was to approve such contracts as the Indian selling the timber might elect?—A. My recollection of the fact that the Mary Bray contract was included is refreshed by the circumstance that the farmer called me aside personally, as indicated in this letter, and expressed a wish that of the contracts included in this agreement he hoped that the one made by Bergevin might be passed, and that Bergevin might be permitted to hold that contract.

Q. I will repeat my question, because your answer does not touch it. How do you know that the agent ever did fail or refuse to carry out in good faith, either in the Mary Bray contract or in any other contract, the agreement that he made with you to the effect that such contract should be approved as the Indian selling the lumber should elect?—A. I only know from the reports made of the conference, which have never been denied to me.

Q. And that report was only made to you by Calligan Bros.?—A. I do not recall now any other source of information. But I am further notified by the Department, from the correspondence already read, that he had refused to approve of this, or that he had approved of the Bergevin contract and recommended its approval by the Commissioner.

Q. It is already in evidence here, in that same correspondence, that Mary Bray in that conference selected the Bergevin contract to be approved, and not the Calligan Bros. contract. It is so stated in the letter sent to you from Agent Gregory?—A. The agent does not refer to any conference at all.

Q. I will ask you to look at the copy of the letter under date of January 21, signed by Agent Gregory, and see if the Department is not told by Agent Gregory that Mary Bray elected to have the contract with Bergevin approved. Here is what he says:

After Mr. Rusler had forwarded the contracts to me Calligan Bros. went to Mary Bray and got her to make a contract with them for \$6 per thousand, the same as Mr. Bergevin paid her, and sent it to me for my approval. I refused to approve it, and they employed Governor Pound to help them out.

The fact that this woman went before the farmer and, in the presence of witnesses, voluntarily contracted with Mr. Bergevin ought to settle the matter.

The CHAIRMAN. He sets up there the priority of the Bergevin contract, not an election by Mary Bray, as between the two contracts.

The WITNESS. That is the case with all the contracts.

Senator BLACKBURN. Now, let me ask you if you did not read this sentence in that letter inclosed to you:

I agreed with Governor Pound last fall to approve any contracts made by Calligan Bros. with the Indians, but did not agree to compel the Indians to sell to them. If they had gone before the farmer and made a contract with Mary Bray before Mr. Bergevin contracted with her it would have been approved.

The WITNESS. Let me here state that in all the other cases referred to, which were settled by the convening of all parties interested, the party had been before the farmer, and in his presence the contracts were made and by him noted, as in the case of Mary Bray; the cases are exactly parallel, because in the cases of Calligan Bros., where they had made agreements, the farmer had refused to take any notice or cognizance of anything they were doing with the Indians, while other parties, making duplicate and subsequent contracts to their agreement, had done that in the presence of the farmer in precisely the way that Mary Bray made her contract.

Q. How do you know that?—A. It is the universal custom; that is the only way in which these contracts are made, except that they may be made in the presence of the official interpreter at Ashland. It is the business of the farmer, when a party desires to contract, to be present and to listen to the interpretation of the contract and to certify that he has heard the contract read in the presence of both parties; that is his office, and that office he had performed in every other contract, as I understand it.

Q. Who do you understand it from?—A. I understand it from the universal custom.

Q. Then nobody told you so?—A. Yes; I have been told that that is the manner in which all these contracts were made.

Q. Who told you?—A. Mr. Rusler himself.

Q. Mr. Rusler told you that that was the universal rule?—A. Yes, sir.

Q. And Mr. Rusler told you that in one instance it was departed from?—A. No, sir.

Q. Who did tell you that it was departed from?—A. He did not tell me that it had been departed from.

Q. If there was any difference in the conduct of the agent or the farmer in the case of the Mary Bray contract, or any other contract that Calligan Bros. had, from the generally accepted and approved rule, I want to know what it was?—A. There was no departure, as I understand it, so far as the contracts with the parties supplemented the agreements with Calligan Bros. They appeared before the farmer in due form and in the regular way and made contracts the same as in the case of Mary Bray. But it was not a question as to who had the prior contract; that was not referred to for the reason that there was no officially recognized contract with Calligan Bros. at that time; they were simply agreements, the farmer refusing to give them contracts or to recognize them in making contracts.

Q. During the time of your representation of the firm of Calligan Bros. as counsel did the question ever come up, or was the matter of dates ever alluded to—the contracts between Calligan Bros. and Bergevin as to Mary Bray's timber?—A. Only so far as I was informed by Calligan Bros. and the circumstance of this list which was furnished at the same time that the agreement was made, that the agent would approve of Calligan Bros. contract.

Q. Was the question ever raised between you and the Commissioner of Indian Affairs, or between you and the agent, or between you and the farmer as to the priority of date of the Bergevin contract over the Calligan Bros. contract with Mary Bray?—A. I never heard any conversation that I remember between the farmer and agent on that subject.

Q. In your correspondence with the Indian Office was that question ever raised, as to whether Bergevin had not a contract that antedated

Calligan Bros. contract?—A. It is referred to here in this correspondence of the agent; a statement of fact which I disagree to.

Q. As to the relative dates of those two contracts?—A. Yes, sir.

Q. What information have you as to the date of either one or the other?—A. I can not say as to the date of the contracts, because the date did not enter into the consideration of the approval of the contract at the time it was agreed to. But I recall this fact, that the Bergevin contract was included in the list handed to the agent at that time, and I recall it from the circumstance of the farmer calling me aside and saying to me that he hoped Bergevin might be permitted to obtain his.

Q. I understand that, but it does not get at the point I want.—A. The question of date never entered into it at all.

Q. Under date of January 21 does not Agent Gregory in that letter, a copy of which was inclosed to you and which you have produced here, expressly state that Mary Bray had first made a contract with Bergevin for the sale of her timber, and that Calligan Bros. had subsequently gone to her and induced her to make another contract with them?—A. Yes, sir.

Q. Then it is raised right there, is it not?—A. But that was not a pertinent question involved in this agreement with Agent Gregory at that time.

Q. Then, as I understand, the difference between you and Agent Gregory was such as to preclude all matters of date or priority between contracts at all?—A. It was simply this: That where Calligan Bros. had made agreements with parties for their timber, and upon the representation by the farmer that Calligan Bros.' contracts would not be approved, other parties had made contracts for the same timber with the same person; that in such cases of duplication, in the first case of agreements not in the presence of the farmer with Calligan Bros., and in the second case of contracts made in the presence of the farmer in due form, that the parties in interest should be convened, the allottees being present, and both parties to the contract being present, and the question of preference being submitted, he agreed to approve of the contract which the allottee should decide or choose to have.

Q. I understand all that, but that does not yet prove responsive to the question I am trying to get you to answer. Did you understand that your agreement with Agent Gregory entitled Calligan Bros. to an approval of contracts if they had made them with Indians subsequent to contracts for the same timber made with other lumbering men, because if they had made their contracts with others before Calligan Bros. claimed the date of their contract to have attached, it could not have been because they had been informed that the Calligan Bros.' contracts would not be approved?—A. You must understand that Calligan Bros. at that time had not made any contracts in due form for timber; they had simply made agreements, but that the contracts with the other parties made subsequently were made in due form. After this agreement was made then blanks were furnished to Calligan Bros., whereupon they proceeded to meet these parties and confer and make contracts in due form, corresponding to the agreements previously made with them.

Q. I will try to put the question in this shape—in fact, I will put it in any shape if I can induce you to answer it, and I will go on and restate it until you do answer it. Do you understand that any agreement that you had with Agent Gregory bound that agent to approve any contract of Calligan Bros. with any Indian for the sale of any timber, provided that same Indian had entered into a contract to sell that same

timber to somebody else before?—A. I must answer in precisely the same way again.

Q. I will just keep repeating the question until you answer it. Now, you are a very good lawyer—A. No, sir; I do not plead guilty to any such reputation.

Q. And I am asking you a very plain question in reference to your understanding of an interview you had with the Indian agent. My question is simply this: Did that agent, as you understood it, agree that he ever would approve any contract with Calligan Bros. for any timber, provided the same timber had been sold by the owner under a previous contract to other parties? I do not think it takes an astute lawyer to understand that question.—A. The difficulty is in understanding the difference between an agreement which was informal and a contract in form.

Q. Well, why won't you say, then, either that the agreement might antedate the conflicting contract, or that it was to be a contract, as you say, in due form, that should determine the trade? I want to get at the facts; and there was nobody there but you and the Indian agent, and I haven't him here, although I have asked the chairman to subpoena him, which I hope he will do to-day?—A. I will restate that. Calligan Bros. had made various agreements, not in due form, in the presence of the farmer, who had declined to recognize them, but had made agreements with the various allottees for their timber.

By the CHAIRMAN:

Q. In writing?—A. Yes, sir; in writing. Now these contractors learned that Calligan Bros. would not be permitted to log, that their contracts would not be approved, and these same parties were induced to sell their timber to other various contracting parties. This agreement made between myself and Agent Gregory was to this effect: That where parties had made contracts in due form for this timber which Calligan Bros. had previously bargained for, that in such case of duplication of contracts these parties should be convened, and the person selling should determine to whom he preferred to sell, and that should settle the question; and this contract of Mary Bray's was distinctly referred to. While I have no copy of the list of lands included, my memory is refreshed from this circumstance: That the farmer specially desired that the contract of Bergevin with Mary Bray should stand, and I so stated to Calligan Bros., and stated to them that their relations might be more harmonious if they did not insist upon their contract with her.

By Senator BLACKBURN:

Q. Now, I think I have been told that so often that I must understand it. But I will come back to my question now. Was that farmer present at the time you had this interview with this agent?—A. He was.

Q. Now, then, pray tell me—I do not care whether you call it agreement, I do not care whether you call it contract, I do not care whether you call it contract in due form, nor how many subdivisions you make of it—did that agent, Gregory, say anything that induced you to believe, or intimate anything that induced you to believe, that he would ever approve any contract for Calligan Bros., provided the same Indian, before entering into a contract or a written agreement, had sold, or contracted to sell, that same lumber to some other party?—A. No, sir; he did not.

Q. That is what I wanted to get at. Now, then, I understand you say—and let me see if I am correct in this—that Gregory assured you that wherever parties had agreed to sell timber to Calligan Bros. and had been induced to make subsequent contracts with other parties because of information to the effect that Calligan Bros. contracts would not be approved by him, that the parties in interest should be convened and the Indian selling should elect as to which contract should be approved and made valid?—A. Yes, sir.

Q. Now, do I understand you to say that you know from information—not personal knowledge, but information given you by anybody except Calligan Bros.—that Agent Gregory ever failed or refused to execute that contract that he made with you?—A. My information comes from them as to the agreement and the conference, and of course I have no doubt, because it has not been disputed that the farmer did convene the parties in interest with respect to this same contract at Hayward, and that the question of preference was determined then and there before the farmer; I never have heard that disputed.

Q. That is not in proof here?—A. It is in this very letter of mine in proof.

Q. You state it, but you state it on the information of Calligan Bros.?—A. Well, it has never been denied.

Q. The agent, in his letter of January 21, expressly tells you that that was not true; that she went and in the presence of witnesses and the farmer elected to have her contract with Bergevin?—A. That is what he did in all cases.

Q. Then it is your statement against the agent's statement, and you have no information except from Calligan Bros.?—A. I do not deny that Mary Bray did make a contract in the presence of the farmer and that it was precisely in the same way as other contracts were made in the presence of the farmer, and it has never been disputed that the farmer in pursuance of that agreement did convene Mary Bray and Calligan Bros., and Bergevin, by his attorney, and confer upon this very question and determine it at Hayward; it has never been disputed.

Q. I see it in dispute in this record, and I see you assert it upon the one hand upon the testimony of Calligan Bros., and I see the testimony of the agent asserting it on the other hand?—A. I can not quite agree with the statements of Agent Gregory.

Q. Very well; we will leave the record to stand and show for itself. Do I do you any injustice in this statement: That you say here that if Gregory ever failed or refused to carry out that agreement that he made with you to approve such conflicting contracts as the seller of the timber might choose, you have no information of that fact except the statement made to you by Calligan Bros.?—A. I do not recall any; no, sir.

Senator BLACKBURN. That is all I want.

By the CHAIRMAN:

Q. Let me see if you can make this matter more distinct. Do you understand that no case of duplicate contracts was referred over to be again decided by the Indian except where the agreement of Calligan Bros. antedated the agreement of Bergevin?—A. I do not understand that any such provision was made; I do not know that any conference was had.

Q. As to any other kind of contracts?—A. No, sir.

Q. That is to say, do you understand that there was referred to the allottee any case where the contract of Bergevin antedated that of Calligan Bros., or only those where the contracts of Calligan Bros. ante-

dated those of Bergevin ?—A. The agreements or contracts which had been made should antedate, as I understood it, those made with other parties, including those of Bergevin.

Q. To Calligan Bros. ?—A. Yes, sir.

Q. Did you hear of any cases which were re-submitted to the Indian except where Calligan Bros. had already claimed to have the first contract ?—A. I did not.

Q. Were you present at any interview of all these parties ?—A. Only at the time the understanding was had with the agent and the farmer and the instructions given to the farmer.

Q. Who was present at that interview ?—A. Calligan Bros.

Q. Any one else ?—A. I do not recall anybody except Agent Gregory.

Q. Was the farmer present ?—A. Yes, sir.

Q. And you were present at that interview ?—A. Yes, sir; I was present.

Q. Was the Mary Bray contract referred to specially at that time ?—A. It was.

Q. Was it referred to as a case where Calligan Bros. claimed to have a prior agreement ?—A. Yes, sir.

Q. And you understood, and have always understood, that Calligan Bros. did have a prior agreement ?—A. I have understood that they included the lands filed at that time, which they claimed to have an agreement for.

Q. And that their agreements were all executed prior to this of Bergevin ?—A. That was the case, I understood.

Q. Did you understand from Calligan Bros., or in any way, that the contracts which Calligan Bros. had made, and which were in controversy, were made upon the printed blanks of the previous year and without having at that time received the approval of the farmer ?—A. My understanding or recollection is that Calligan Bros., being refused blanks which had been printed for that year, secured other blanks to be used in place of them ?

Q. And that their agreements were made upon blanks ?—A. Yes, sir.

Q. In the usual form, but which at that time had not received the approval of the farmer ?—A. Yes, sir.

Q. Whereas the Bergevin contracts had received the approval of the farmer; is that the controversy as you understood it ?—A. Yes, sir; that is it.

By Senator BLACKBURN :

Q. You say that in the interview which you had with the agent where there was no one present that you now recall except Calligan Bros. and the farmer, that the Mary Bray contract was alluded to ?—A. Yes, sir.

Q. Was it alluded to by the agent ?—A. I think not.

Q. Is it not a fact that the farmer called you out one side and spoke to you privately ?—A. Yes, I think that is true.

Q. And that is the only way in which it was alluded to ?—A. Yes, sir.

By the CHAIRMAN :

Q. And he said that it was a contract which he hoped you would not insist upon for Calligan Bros. ?—A. Yes, sir.

By Senator BLACKBURN :

Q. Did he in that interview say that Calligan Bros. by contract or agreement either, had a prior claim on that timber to Bergevin ?—A. No, sir; he spoke of it as one of the lands included in the list fur-

nished to the agent and expressed the hope that Bergevin might be permitted to retain that.

By the CHAIRMAN:

Q. There was no one in that list, as you recollect it, where Bergevin had the prior contract?—A. It was claimed by Calligan Bros. that in the list handed them they had the prior contract.

Q. In all cases?—A. Yes, sir; in all cases.

Senator BLACKBURN. We admit that Calligan Bros. claim that.

The CHAIRMAN. I would like to have you, before your testimony is considered closed, look over all the correspondence, which will be furnished by the Commissioner of Indian Affairs, and see if you want to put any of it into the record. I will now defer any further examinations until to-morrow. I desire to-morrow to finish the examination of all the Indians who are in the city, so that they may return to their homes; and if Commissioner Atkins wishes any of them to remain longer than to-morrow or a day or two after that, it will be necessary for him to take some steps to detain them, otherwise they will return home. I speak of those who have been examined and those who have not. Is that entirely satisfactory to you, Senator?

Senator BLACKBURN. Entirely so.

The select committee then adjourned until Tuesday, March 13, 1888. at 10.30 o'clock.

WASHINGTON, D. C., *Tuesday, March 13, 1888.*

The select committee met pursuant to adjournment at 10.30 o'clock a. m.

Present: Messrs. Chandler (chairman); Platt, Cullom, and Blackburn.

The chairman handed the reporter the following resolution, which he stated was adopted by the committee yesterday, Senators Chandler, Platt, and Cullom voting in favor of its adoption, and Senators Blackburn and Coke voting against it. The chairman also stated that he yesterday transmitted a copy of the resolution, with a letter signed by himself, to the Secretary of the Interior.

Senator Blackburn stated that on the motion before the committee to send the communication referred to by the chairman to the Secretary of the Interior that he and his colleague upon the committee voted no, upon the ground that such action would be premature, as no proof yet developed before the committee, in their judgment, warranted any interference upon the part of Congress in the management of the reservation.

The resolution in question is as follows:

Resolved, That a copy of the evidence taken by this committee concerning the Chip-pewa Indian allotments and timber contracts be transmitted to the Secretary of the Interior for his information; that his attention be specially called to the testimony showing that extensive lumbering operations are now being carried on upon the Chip-pewa reservations, under contracts not yet approved by the Commissioner of Indian Affairs, by large gangs of lumbermen who are not Indians, in violation of the rules of the Indian Office under which such contracts have been allowed to be made; and that the suggestion be farther made to the Secretary that it is advisable that orders be given by telegraph to stop immediately the cutting down of any more trees upon the reservations under contracts with the Indians until further orders from the Department.

The CHAIRMAN. I will ask Commissioner Atkins a question.

TESTIMONY OF J. D. C. ATKINS (recalled).

Hon. J. D. C. ATKINS was recalled and further examined :

By the CHAIRMAN :

Q. Did you receive from me a letter of which this is a copy [handing to the witness a letter]?—A. Yes, sir; late yesterday afternoon I received that letter.

The letter referred to is as follows :

SELECT COMMITTEE ON INDIAN TRADERS.

UNITED STATES SENATE,
Washington, March 12, 1888.

SIR : The records and correspondence, copies of which are desired for this committee, may be treated as coming under the following heads :

(1) Those which show the origin and growth of the system of timber contracts on the Chippewa Reservations.

(2) The complaints made by the Chippewa Indians up to the time of their present visit to Washington, with the reports of the special agents sent to investigate them.

(3) The written complaints of the Indians now in Washington.

(4) The system and extent of allotments of land in severalty to the Indians, both under the treaty and the severalty act.

Copies which will fairly and fully exhibit the above subjects to the committee are desired as soon as they can be conveniently furnished.

Very respectfully,

WM. E. CHANDLER,
Chairman.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs.

By the CHAIRMAN :

Q. Have you any further copies of papers called for to furnish to the committee this morning?—A. No, sir; I have not been able to get them ready; I am having the clerks work upon them.

Q. Have you received any more timber contracts from the La Pointe Agency since you submitted the list the other day?—A. The papers all come to the chief clerk and are opened by him and distributed to the chiefs of divisions. I am not either personally or officially aware that any have been received. Perhaps Major Hindmarsh could answer that question.

Mr. HINDMARSH. None have been received.

The CHAIRMAN. I wish, Mr. Commissioner, that you would telegraph to Agent Gregory to forward all contracts that have not yet been sent to the office.

Senator BLACKBURN. I do not want to be considered importunate, but this is the third day that I have felt forced to ask that the committee will decide upon the application I have made for a subpoena for Agent Gregory, and instead of forwarding that request (unless the committee is to refuse to allow me to subpoena him as a witness) I do not see why he could not bring them with him.

The CHAIRMAN. The application to send for Agent Gregory will be taken up as soon as we can have a full meeting of the committee.

Senator BLACKBURN. There is a quorum here now.

The CHAIRMAN. I would rather it should be considered by the whole committee if it can be done.

Senator BLACKBURN. I do not think we have had a full meeting of the committee yet.

The CHAIRMAN (to Commissioner Atkins). Do you know where Agent Gregory is now?

Commissioner ATKINS. I understand that he is at Hot Springs, Ark. on leave of absence for thirty days.

Q. Who is in charge of the agency at Ashland?—A. I think the clerk is, but I am not sure. That is the usual custom. The office does not dictate or prescribe who shall be appointed to act as agent in the absence of the agent.

The CHAIRMAN. I understand that if Agent Gregory were here Senator Blackburn would put him on as a witness.

Senator BLACKBURN. Yes; I want him as a witness.

The chairman directed the clerk to direct the Sergeant-at-Arms to telegraph to Agent James T. Gregory that his presence was required immediately at Washington as a witness before the committee, and Commissioner Atkins was requested to send a telegram to Ashland, Wis., directing all official papers bearing upon the approval or rejection of timber contracts, and all the contracts, to be forwarded.

The CHAIRMAN. I will now examine Mike Diver.

TESTIMONY OF MIKE DIVER (Recalled).

MIKE DIVER was recalled and further examined:

The CHAIRMAN. Did you see the agent, Morris Thomas, who came to Fond du Lac to make an investigation?

Interpreter COFFEY. He says yes; he saw him.

The CHAIRMAN. Did you ask him to go back from Cloquet to the reservation and investigate further?

The INTERPRETER. Yes; he went down there and asked him.

The CHAIRMAN. What did he ask him to do?

The INTERPRETER. He says he went down there and asked Mr. Thomas to go back on the reservation and finish the investigation; he says there were three of us; myself, Annimossing, and himself.

Interpreter DENOMIE. He says they were sent down there by the Indians.

The CHAIRMAN. What did Mr. Thomas say?

The INTERPRETER. He said that he would not go back.

The CHAIRMAN. Mr. Thomas was an inspector?

The INTERPRETER. He says it was so understood. Agent Gregory so introduced him to the council.

The CHAIRMAN. Ask him to state in his own way what Mr. Thomas's reply was when he was asked to go back and investigate further.

The INTERPRETER. He says that Mr. Thomas stated he would not go back.

The CHAIRMAN. Ask him whether he has ever made any complaints to Agent Gregory; and, if so, when.

The INTERPRETER. He says he has. He complained to Agent Gregory about this timber being cut off the Indian village grounds upon the reservation, and also that the Indian farmer does not stay on the reservation; and there are a great many cases where Indians come there and make their selections for allotments who do not belong on the reservation; he has complained to Agent Gregory of that.

The CHAIRMAN. What did Agent Gregory say when he made complaint?

The INTERPRETER. He says that at the time he complained to Agent Gregory about this timber being cut off the village grounds he ex-

plained to the agent that the Indians were given to understand that a certain portion of the land there was set aside for village purposes, to be held in common.

Interpreter DENOMIE. He says that Agent Gregory told him that.

Senator BLACKBURN. Let us have what he said; you two interpreters do not seem to agree.

The CHAIRMAN. What did Agent Gregory say when he made complaint?

Interpreter DENOMIE. He says that when he made complaint to Agent Gregory about cutting timber from the village grounds, he told Gregory that the Indians understood that this ground that was laid out for the Indian village ground was held in common by the Indians for village purposes. He told Agent Gregory that, and Agent Gregory said that was so; he says everybody has not a right to go in there and cut timber. He says this was a year ago last fall.

The CHAIRMAN. What did Agent Gregory say he would do in the matter?

Interpreter COFFEY. He says that Agent Gregory told him that he would stop the people that were cutting the timber on the village grounds, and he did stop it for a little while. But he says they commenced on those grounds again, and are cutting on them this winter; that he has not said anything to Agent Gregory about it since; that he told him once about it, and he thought that was enough.

The CHAIRMAN. Ask him what took place at the council on the 24th of January of this year; what complaint he makes about it, if any?

The INTERPRETER. He says that at the last council there were a great many people given allotments that were not entitled to them on the reservation; the Indians knew they did not belong on the reservation at all; that those parties who filed the claims had one or two persons to help them in securing those allotments; he means witnesses, I suppose.

Senator BLACKBURN. Make a note that we are taking down all the presumptions of the interpreter.

The INTERPRETER. And he says that the applications were only looked at from one side; that those people helped one another all they could, and they got their claims in that way; but the Indians were not allowed any voice in the matter.

The CHAIRMAN. Ask him whether the Indians asked the privilege of putting in testimony on the other side; the Indians who opposed those claims?

The INTERPRETER. He says, yes; that the Indians offered testimony, those who belonged on the reservation, from their side, and Mr. Wall was told they wanted to give testimony; that as these applicants were allowed to bring witnesses to testify on their behalf, doesn't it seem, he says, that the Indians who belonged on this reservation ought to be allowed to have witnesses also, to show which is right, and whether the applicant should or should not be entitled to the claim.

The CHAIRMAN. What answer did Mr. Wall make to that request?

The INTERPRETER. He says at that time the Indian agent was writing on a paper and he dropped it and said, "There is a person down at Ashland who knows all these people, and where they belong;" he says he then answered Agent Gregory in this way: "If that person is down there you ought to bring him up here and have this matter properly discussed before all the Indians, and show cause whether that person belongs here or not." Then he says that Agent Gregory pulled his hat down over his forehead and said "That can not be."

The CHAIRMAN. Ask him if the Indians have had or been promised any opportunity of producing their witnesses?

The INTERPRETER. He says, no, sir.

The CHAIRMAN. I will ask him if he ever saw Agent Durfee?

The INTERPRETER. He has.

The CHAIRMAN. Did he have any talk with him about cutting timber and the plan of the Commissioner of Indian Affairs about timber contracts?

The INTERPRETER. He says he has.

The CHAIRMAN. Ask him what Agent Durfee said to him about his plan?

The INTERPRETER. He says that he went to him in person, and Agent Durfee told him that if he took an allotment he would not have any right to cut all the timber off at once before he would get a patent; that he could cut as much timber off of his allotment as he could clear up in proper shape and put into cultivation, so as to cultivate the following summer and take care of it in a proper manner. He says that Agent Durfee told him that white men would not be allowed to work on a reservation, but if an Indian did not know enough about cutting timber he would be permitted to use three persons to assist him—three white men, and if the Indian did not know how to cook he should be given the privilege of employing a white cook, and if the Indian did not know how to drive a team, he should be given the privilege of a white teamster and also a white foreman; and he says that he told him that if the Indians could do all this themselves that the white men would not be permitted to go on the reservation to do the work.

Senator BLACKBURN. Ask him who has been talking with him about his testimony since he testified here the other day.

The INTERPRETER. He says nobody.

Senator BLACKBURN. Then ask him why he did not tell all this he is telling to-day when he came here last Saturday.

The INTERPRETER. He says that when he stopped he was given to understand they were through with him, and that is the reason, and he did not have a chance to tell.

Senator BLACKBURN. Then how happens it that the chairman of the committee calls you back this morning knowing that there is something else for you to tell beyond what you told last Saturday?

The INTERPRETER. He says he does not know.

Senator BLACKBURN. Neither do I. What interest had you in going down to the town to try to get Inspector Thomas to go back and make a further examination on the reservation?

Interpreter DENOMIE. He says he had lots of things that he could tell him if he had gone there.

Senator BLACKBURN. Ask him if he ever had an allotment, or ever had any timber to sell himself?

Interpreter DENOMIE. No, sir.

Senator BLACKBURN. Ask him if he is or ever was the chief of that tribe?

The INTERPRETER. He says he never was a chief but his father was a head spokesman of this band.

Senator BLACKBURN. Is his father living?

The INTERPRETER. No, sir.

Senator BLACKBURN. When did his father die?

The INTERPRETER. Over twenty years ago.

Senator BLACKBURN. What right had he to speak for the tribe to Inspector Thomas or Agent Gregory about the sale of timber?

The INTERPRETER. He says the Indians wished him to go there and that he has got the papers that the chiefs had; he has them in his possession now.

Senator BLACKBURN. Ask him if he has any papers showing that he held any authority from the Indians on that reservation to act for them in regard to selling and cutting this timber?

The INTERPRETER. No, sir; he has not.

Senator BLACKBURN. Has he ever had an allotment made to him on this reservation of timber of his own?

The INTERPRETER. No, sir.

Senator BLACKBURN. When he went and asked Inspector Thomas to go back and make a further examination, did Mr. Thomas say that he had already examined into the matter thoroughly?

The INTERPRETER. He said that he would not go back, that he had gotten through there; he told him that he had inspected in his way, but had not done anything concerning his own affairs.

Senator BLACKBURN. Ask him what interest he had in the matter.

The INTERPRETER. He says he is interested in the reservation the same as the rest.

Senator BLACKBURN. Ask him, if he has no allotment of land or timber for sale, what interest he has which brings him to Washington to make this complaint now?

The INTERPRETER. He says his property there in the reservation being taken away from him is the reason of his coming here.

Senator BLACKBURN. Ask him if any white men worked on the reservation when Agent Durfee was there.

The INTERPRETER. He says there were a very few.

Senator BLACKBURN. What proportion of men engaged in the lumbering business were white and what proportion Indians under Agent Durfee?

The INTERPRETER. He says he does not know personally, but he understood there were a great many more Indians than white men.

Senator BLACKBURN. Ask him if he did not say just now that Agent Durfee told him that there should not any white men work on that reservation under him?

The INTERPRETER. Yes, sir. He says he did work on the reservation the first part of the winter before he took sick, and he saw only two white men working there. He worked there two days and took sick.

TESTIMONY OF LITTLE CLOUD.

LITTLE CLOUD, of the Bad River band of Chippewas, was duly sworn by the chairman, and interrogated as follows:

The CHAIRMAN. You are of the Bad River tribe of Indians?

The INTERPRETER. Yes, sir.

The CHAIRMAN. Who is the principal chief?

The INTERPRETER. Geeshketowig.

The CHAIRMAN. Is the principal chief in Washington?

The INTERPRETER. Yes, at the boarding-house.

The CHAIRMAN. Is he too old to come here or is he sick?

The INTERPRETER. He is not strong enough, he says.

The CHAIRMAN. You are the next chief?

The INTERPRETER. He says the Indians on his reservation appointed him as assistant or next chief to the old man.

The CHAIRMAN. Ask him if he has been on the reservation this winter.

The INTERPRETER. He says he lives right there.

The CHAIRMAN. What contractors or lumber companies have lumber contracts on the reservation this winter?

The INTERPRETER. He says there are two half-breeds and a white man; Kennedy is one and Maxim is another. He says the white men are doing the most of the lumbering there.

The CHAIRMAN. How many white men and how many Indians are lumbering there?

The INTERPRETER. He says the laborers there come and go a good deal, and he can not keep accurate track of them; he thinks there are between 400 and 500 in all, and out of that number there are about 30 Indians, and the balance are all white men.

The CHAIRMAN. Why did he come to Washington?

The INTERPRETER. He says his people chose him at a council to come here and put their complaints in writing, and gave him the paper to place before the Indian Commissioner.

The CHAIRMAN. Tell him he may state any complaints he would like to make to the committee.

The INTERPRETER. He says that their reservation is greatly reduced in size from what it was when it was originally set apart for them; that swamp lands and school lands were designated on their reservation, and the timber on their school lands is being cut and taken away without their consent.

The CHAIRMAN. Ask him how long it will be before the pine timber will be all gone from the reservation if lumbering goes on at the rate it is going on this winter?

The INTERPRETER. He says if they keep on lumbering the way they are doing now it would take, perhaps, two winters and maybe a little more to clean the pine timber off the reservation.

The CHAIRMAN. Ask him to state the case that he stated to me yesterday about the sale of some timber.

The INTERPRETER. He says that at a council held by all the agents of the tribes and chiefs they granted an allotment to an Indian named Winnabushow. When Winnabushow wanted to sell his timber, the farmer gave him a contract for that purpose and he contracted to sell his timber to Mr. Haskins at Bad River. He says that Haskins did not supply the Indian with provisions; that the Indian was sick and could not work, and Haskins turned around and sublet that contract to the Indian farmer's son-in-law there on the reservation; Walker is the name of the farmer, but he does not know the name of the son-in-law; that was this winter. He says that Winnabushow, seeing that Haskins was not giving them any provisions to live on, and seeing that he had sublet the contract, then Winnabushow turned around and contracted with another party for this same timber, and this second party he contracted with gave him money and things to live on. He says when the Indian agent heard of this he sent a man there to remove those parties that he had contracted with a second time; that Winnabushow asked these parties to remain there, and the Indian agent, Gregory, came there in person and drove them off, and the farmer's son-in-law took possession of the camp and put all white men in it, he would judge about twenty and maybe more.

The CHAIRMAN. Anything else?

The INTERPRETER. Then Winnabushow asked the witness to intercede for him, and he went to see the Indian agent three times, but only

succeeded in seeing him once. He says he told the agent that the Great Father sent him there to look after the interests of the Indians. He says the Indian agent told him that the patent had not been returned from Washington, and the allotment had not gone through the Indian Office; that a year after Winnabushow had selected this allotment this same piece of land was selected by Armogeshig.

The CHAIRMAN. When did Winnabushow have the allotment made to him?

The INTERPRETER. He says it is about three years now. He says the Indian agent told him that since that time this Armogeshig had been getting that allotment by the Indians and council. The men who were with him there spoke to Agent Gregory and told him that that man, Armogeshig, was dead, and not only that, but he already, before this one, had an allotment. When those fellows said that, then the agent said, "Then it is that woman." He says he don't know exactly what he meant by that. He says the Indian agent did not want to tell him plainly, or give him to understand plainly, about the matter.

The CHAIRMAN. How much timber was there on this allotment?

The INTERPRETER. The "eighty" was nearly full of pine timber; there was very little other timber on it; he could not say how much, because he is not a good estimator of it.

The CHAIRMAN. Who did this Indian make the second sale of timber to?

The INTERPRETER. The second contract was with Antoine Denomie.

The CHAIRMAN. Ask him whether the Indians made complaints about the timber of minor children being cut?

The INTERPRETER. He cannot remember whether there were any complaints of that kind or not; he does not know of any timber being cut from minors' claims; if that occurs it has occurred in a silent manner.

The CHAIRMAN. Is there an Indian school on the reservation?

The INTERPRETER. Yes, sir.

The CHAIRMAN. Ask him whether the Indian children attend pretty generally.

The INTERPRETER. Yes, sir. He says you can see him, the way he is. There are two school-houses on the reservation and the children interpret for us. He says there is a Sisters' school on the reservation and the Indians are very much pleased with the manner in which the children are taught; they do not show any partiality among the children; they treat them all alike, and they feel very much pleased with them.

The CHAIRMAN. Are they glad to have the children taught?

The INTERPRETER. He says yes; that you and I could not talk together if it had not been for the schools; that God has fixed things in such a manner that we can do it. He says there is something more he would like to state. He says a year ago last fall Inspector Gardiner came out there on the reservation and came to their village with the Indian agent. He says his band selected him to talk to Inspector Gardner about matters. He told the inspector that their reservation was diminishing in size; he told him about the swamp lands and the school lands from which the timber is being cut off, and about the dam on Bad River and also about trespassers cutting timber on the reservation; that the Indians at that time had a farmer that they had got in the position themselves in some way, who went through the reservation running out lines and finding out where the trespass was and all about it, and was working in good faith for the interest of the Indians. When

the Indian agent saw that this farmer was working too much for the Indians, then a year ago last fall he discharged him; his name was Weekman, from Green Bay; he was there just a little while. He told this inspector about those things and asked him to have them adjusted and the inspector said he would, and he put the papers in his pocket and came away and he has never heard anything of him since. He says that Inspector Gardiner asked the agent, Gregory, if he had anything to say, and Gregory said no, and their complaints were taken away, and that is the last he heard of it.

The CHAIRMAN. Ask him whether the various complaints have been put in writing and signed by him and others.

The INTERPRETER. He says nearly all of them have been put in writing and signed, but he says there is a great deal more that could be found. He says his tribe sent him here to try and get the inspector to go out there and make an investigation, and the Indians would name a person who would act with the inspector.

Senator BLACKBURN. Ask him how the diminution in the size of the reservation has occurred.

The INTERPRETER. He says at the time the reservation was set aside the boundary lines were designated by the Commissioner for the United States and the head man of the Chippewa Indians, and he wants the United States to adhere to those lines designated at that time. He says there have been other lines run out inside of the old lines.

Senator BLACKBURN. I wanted to see whether he knew that this reservation was set apart under a treaty made in 1872 while General Grant was President, and whether the reservation boundaries were not fixed by a proclamation issued by the President at that time.

The INTERPRETER. He says no; he does not understand it that way, but he understands that his reservation was set aside by the treaty of 1854, when this land on the north shore of Lake Superior was ceded to the United States. He says at the time their reservation was set aside the Indians were told that all that land belonged to them and everything inside of it belonged to them.

Senator BLACKBURN. When were the boundaries drawn in and new boundaries set up?

The INTERPRETER. He says he does not know, but it looks to him that it was an agreement made between them and the Indian Commissioner at the time that reservation was set aside.

Senator BLACKBURN. Ask him whether the sixteenth and thirty-second section of lands are not school lands patented to the State.

The INTERPRETER. He says he does not know of anything of the kind; the only school land that he knows is a piece of ground that they leased to a certain missionary some years ago for missionary purposes right in the Indian village, and a white man has got possession of that piece of land and has sold it for dwelling-houses and other purposes; he thinks there are probably 200 acres right in the center of the village.

TESTIMONY OF JOHN C. CURRAN (recalled).

JOHN C. CURRAN was recalled and further examined:

By the CHAIRMAN:

Q. You have been asked about this agreement with the Indians and the money that you furnished them; have you that agreement here in writing?—A. I have.

Q. Please produce it.

The witness produced the paper called for, and it was read by the Chairman, as follows:

BAD RIVER RESERVATION,
Adanah, Wis., December 20, 1888.

We, the undersigned, chiefs and memoers of the Lake Superior band of Chippewa Indians, do hereby promise to pay any sum of money that may be loaned us to pay expenses of sending delegation to Washington to secure the payment of the arrearages that are now due us; and we further promise that when we receive our arrearages we will promptly pay what has been lent us. We, the undersigned, further agree that we will pay the above-mentioned money out of any money that may be due us from the United States.

The CHAIRMAN. That is signed by the Indians with the names nearly all witnessed—their marks—by Jacob Skye. Is that all the agreement you have?

The WITNESS. That is all the agreement I have.

By Senator BLACKBURN:

Q. Do you remember the questions I submitted to you and the answers that you furnished on this matter of the advancement of this money to these Indians when you were on the witness stand last week?—A. I think I do; I do not know that I could state it in the same language now.

Q. I find that I asked you this: "What was it that induced you to leave your business and advance money to these protesting Indians to come on here to Washington?" And you answered, "Nothing more than friendship." Then I asked you whether you were an Indian and you said that you were not and had no Indian blood?—A. Yes, sir.

Q. Then I asked you if you were related to any of that tribe and you said you were not. I asked you then whether you were under any peculiar obligations to the Chippewa Indians and you said, "No, sir; nothing more than friendship. I have been with them for over thirty years; I used to trade with them in former years, fifteen or twenty years ago, and we have always been friends." I then asked you if you were paying your own expenses here and you said yes, and whether you were paying theirs too, and you said, "Yes, so far."

Now I want to ask you when all that was going on, why you did not tell us you had a contract by which they were bound to pay you back any moneys that you had advanced to them?—A. Because that question was not asked me.

Senator BLACKBURN. I am satisfied with it as it is; that is all.

TESTIMONY OF WASAGWANEPI.

WASAGWANEPI, having been duly sworn by the chairman, was interrogated as follows:

The CHAIRMAN. What tribe do you belong to and where do you live?

The INTERPRETER. He says he comes from the Flambeau Reservation, and he belongs to the Chippewa tribe of Indians.

The CHAIRMAN. Ask him if he has claimed an allotment.

The INTERPRETER. Yes, sir.

The CHAIRMAN. Did he have a talk with one Joseph Allen in the fall of 1886, and if so, what did Allen say?

The INTERPRETER. He says Allen came to him and told him that he wanted him to sell this timber to him.

The CHAIRMAN. Did he have an interview with Agent Gregory at the same time, and did Agent Gregory ask him about his timber?

The INTERPRETER. He says he can not recollect just now.

The CHAIRMAN. Ask him whether Agent Gregory ever asked him to sell his timber to any particular person, and if so, to whom?

The INTERPRETER. He says Agent Gregory named a person to him to whom he wanted this man to let the timber go. He can't remember the man's name, but he might remember it if he heard it.

The CHAIRMAN. Was it Sherman Bros.?

The INTERPRETER. He says yes, it was.

The CHAIRMAN. Did he sell his timber, and if so, at what price?

The INTERPRETER. He did sell his timber a year ago last fall to Captain Henry, who promised to pay him \$6, and that he would bank the timber for him; that he would guaranty him \$3, and Henry charged \$3 for banking the timber. He says Henry did not get it, but somebody else is cutting it; he does not remember their names.

The CHAIRMAN. Was it Cosgrove?

The INTERPRETER. He says yes.

The CHAIRMAN. Ask him if he ever signed an agreement with Cosgrove?

The INTERPRETER. He says not on any timber contract. He says since the time that he signed the contract to let Henry have the timber he was asked to go up to a store somewhere near last New Year's by some of the men who keep a boarding-house there; he says Pufor was the name of the man who was sent after him, and he would recognize the name of the other man if he heard it.

The CHAIRMAN. Was it Cosgrove?

The INTERPRETER. He says it was.

The CHAIRMAN. What conversation took place between him and Cosgrove?

The INTERPRETER. After they got into the store Cosgrove told him—the witness and Mardwaoyisa—"we will make a paper to the Indian agent telling him that I have given you these coats and pants," and he says Cosgrove told him that their paper contained nothing of any importance, only to show that they had established a friendship between those two parties and Cosgrove. He says he put his name to it and five of them signed it, Cosgrove, Pufor and his son, and Pufor's son is the man who did the interpreting.

The CHAIRMAN. Was it claimed afterwards that he had then signed a contract to sell his timber to Cosgrove?

The INTERPRETER. Yes, sir.

The CHAIRMAN. Ask him if he ever did sign a paper selling his timber to Cosgrove of his own knowledge?

The INTERPRETER. He says no, sir.

Senator BLACKBURN. Has Cosgrove ever cut his timber?

The INTERPRETER. He says Cosgrove commenced cutting his timber since New Year's; he says he has heard that Cosgrove intends to cut all of his timber; he says he went out there and saw his timber being cut just before he started down here.

Senator BLACKBURN. How does he know who is cutting it?

The INTERPRETER. He says Cap. Henry asked him if he knew that his timber was being cut, and he said no; and Cap. Henry told him to go out there and see his timber.

Senator BLACKBURN. What did the man who was cutting it tell him?

The INTERPRETER. The man told him that he had instructions to cut all of it; that Cosgrove was the man who hired him.

Senator BLACKBURN (to the interpreter). What answer did he make before you named Cosgrove; you named him before the witness did?

The INTERPRETER. He says that is the man who had the store; that he did not know Cosgrove's name, but he knew it when he heard it.

Senator BLACKBURN. He calls it very pat. I give it up. I find that I am not getting answers to my questions through the medium of the interpreter, and will desist from any further effort in that direction.

The CHAIRMAN. Ask him if he himself has cut any timber.

The INTERPRETER. No, sir.

TESTIMONY OF PHINEAS H. CALLIGAN (recalled).

PHINEAS H. CALLIGAN recalled and further examined:

By Senator BLACKBURN:

Q. What was the amount of loss you stated you had been subjected to by reason of the non-approval of your contracts on this reservation?—A. I think it was somewhere about \$20,000 that I claimed. I lost by reason of Agent Gregory's not approving of my contract.

Q. What seasons did you include in that estimate?—A. I included the two seasons.

Q. How much did you lose, do you think, this season?—A. I must have lost somewhere about \$10,000.

Q. In what did that loss consist?—A. By losing the timber for instance, and then there are a good many outstanding bills that I shall not be able to collect that I could have collected if I was logging on the reservation.

Q. Did you lose anything on the contracts as you made them and had to sublet them?—A. Yes, sir; because I would have made a profit on the timber.

Q. Were you able to sublet the contracts at the price you had agreed to pay?—A. Yes, sir.

Q. So you did not lose anything in that way?—A. What I lost was the difference between what I would pay for cutting off the timber and what I would receive.

Q. The profit?—A. Yes, sir; the profit, that is all I lost on the contracts.

Q. Did you sublet all your contracts for the purchase of timber?—A. No, sir.

Q. Have you some of them on hand yet?—A. No, sir; those contracts were turned over to the Valley Lumber Company by me with the consent of the Indians.

Q. On what terms?—A. They paid me \$10 a contract.

Q. And they assumed your liabilities under each contract?—A. Yes, sir.

Q. Then for all the contracts that you held for this season the Valley Lumber Company paid you a bonus of \$10 on a contract and assumed all your liabilities?—A. No, sir.

Q. Didn't they agree to pay the same price for the lumber that you were obligated to pay?—A. Yes, sir; but understand when those were turned over to the Valley Company they agreed to pay me \$10 on each contract they held and to pay me back what I had advanced to those Indians on those contracts.

Q. Then you did not really lose anything on your contracts of this year, not a penny, but you made \$10 on each contract as a bonus or premium?—A. But I had men on the reservation all summer looking over the timber, and that I lost.

Q. I will ask you to tell us in what your loss consisted?—A. It consisted of the amount of difference between what we could have sold the timber for and what we paid, and besides we advanced a good deal of money to different parties, who, if we had been allowed to stay on the reservation, would have worked for us, or we would have got something out of them to get back what we had advanced.

Q. Who did you sell your contracts to for the season before this one?—A. We did not sell any of the contracts.

Q. You executed them yourselves?—A. Yes, sir.

Q. Then all of your \$20,000 losses must have been of this season?—A. No, sir.

Q. How did you lose any last season?—A. Because we executed contracts for timber that Bergevin got away from us through Agent Gregory not signing those contracts.

Q. Then your loss there was profit altogether?—A. Yes, sir.

Q. And your loss this season is profit altogether?—A. No, sir; it was not profit. For instance, there is one contract where we lost \$100 that we had advanced, which we did not get back. Besides, Agent Gregory said that if those parties held those contracts that they should see we got our pay for what we had advanced on them; we did not receive our pay. Then we were at a big expense in contracting for that timber, and that we had to lose.

Q. I will ask you the question again, what, if any thing, to the extent of \$1, have you lost there this season or last season, except in the way of profit which you expected to make?—A. In the first place, last year I claim that I paid out something like \$600 to \$1,000 in securing those contracts that I lost.

Q. What did you pay it for?—A. We paid it in looking over the land and in hunting these Indians up and contracting with them.

Q. That is not included when you come to sublet the contract?—A. No, sir; and then this year we have advanced a good deal to the Indians, and not being there, we can not collect it.

Q. I will ask you to listen to this telegram which I will read to you, and state whether it is the truth or not:

EAU CLAIRE, WIS.

Senator BLACKBURN:

Last October we bought from Calligan Bros. all their property on Lac Court Oreille Reservation, including all contracts for pine with Indians, amounting to \$10,000. They did not lose a cent on contracts with Indians for pine.

VALLEY LUMBER CO.
WILLIAM CARSON, *President*.

Is that a truthful statement or not?—A. I could not say that it is. I have not received the money, and I do not know how I can say it is a truthful statement.

Q. Did you sell on terms to satisfy yourself?—A. I could not state the amount now.

Q. Is the Valley Lumber Company good for its obligations?—A. Yes, sir; it is supposed to be.

Q. Did you sell for cash?—A. It was supposed to be for cash down or as soon as I got to Eau Claire from the store.

Q. You have been there?—A. Yes, sir; I have.

Q. Why didn't you get the money?—A. They refused to pay it.

Q. Why don't you sue them?—A. That is a different thing. I don't want to get into a law-suit if I can help it.

Q. You sold your whole outfit for \$10,000?—A. Yes, sir; but there are a good many contracts that they hold to-day that their man at the store refused to give us credit for. So on that I claim that is not correct.

By the CHAIRMAN :

Q. We understand that you have not had a settlement with them?—A. No, sir; we have not.

Q. Did you agree upon a gross amount that they were to pay you, or was an account to be taken?—A. An account was to be taken. There was an account taken at the time, and then it was understood between Buffington and the man who did the business there that as fast as they contracted for timber if we had advanced on that timber they were to give us credit, which they have refused to do since.

Q. You have, then, an unsettled account?—A. Yes, sir.

Q. And you claim that you have made a loss of profits that you would have made, and the additional loss which you have stated?—A. Yes, sir.

By Senator BLACKBURN :

Q. I will ask you to restate the nature of that additional loss, because I have not heard you state it at all?—A. We have advanced considerable amounts to different Indians who agreed to work for us, and we could have got our pay in different ways, but not being allowed to do any business on the reservation, those Indians are working for other parties, and we have lost what we advanced them, besides the expense of getting the contracts.

Q. If the Valley Company keeps its contract with you, are they not to re-imburse you for these advancements?—A. No, sir; not all of them. There are a good many men that they do not hold contracts on their timber that we have lost money on. Besides that, Dobie & Stratton have a number of contracts that we had contracted for that we have not received anything from. They picked them up when Agent Gregory sent them word that we would not be allowed to contract on the reservation.

Q. Those were controverted contracts, claimed by you and Dobie & Stratton?—A. I do not know what they claim. The Indians say they made the first contracts with us, but through the influence of the former they afterwards made contracts with Dobie & Stratton.

Q. Is not that the same case exactly that you describe in regard to the Mary Bray and other contracts?—A. Yes, sir.

Q. How do you think you lost \$10,000 each season when you sold your whole outfit, contracts and all, to the Valley Lumber Company?—A. In the first place horses were sold for \$300 a team which cost us \$500. Our sleighs were sold for something like \$75 a set, and the same sleighs would cost over \$100. We were compelled to sell at a low figure.

Q. There was more than one company out there lumbering, was there not?—A. No, sir; not on the reservation who would buy our outfit. Dobie & Stratton and Clark & Thomas both refused to buy.

Q. It is a fact that you stated here in your testimony the other day, and repeated to-day, that in your judgment you lost \$10,000 this season and \$10,000 last season; and yet you did sell everything you had, teams, outfit, contracts, and all for \$10,000?—A. Yes, sir.

Q. Then you lost as much as you agreed to sell your whole outfit for, so that your profit must have been at least 100 per cent. on what you had invested there every season; if you had \$10,000 worth of property there and lost \$10,000 of profit, your profits were worth as much as your investments every year, were they not?—A. Well, we made a profit on our timber between what we paid for it and what we sold it for.

Q. Did you make \$10,000 a year at it?—A. We made considerable profit on the timber.

Senator BLACKBURN. That is all.

The select committee then adjourned to meet again on Friday, March 16, 1888, at 10.30 o'clock.

WASHINGTON, D. C., *Friday, March 16, 1888.*

The select committee was called to order by the chairman, Senator Chandler, at 10.30 o'clock a. m.

Present, Messrs. Chandler and Blackburn.

The CHAIRMAN. I will recall Major Hindmarsh.

TESTIMONY OF HENRY E. HINDMARSH—Recalled.

HENRY E. HINDMARSH was recalled and further examined.

By the CHAIRMAN :

Q. Have you any copies of papers from the Indian Office to furnish the committee this morning? If so we will receive them.—A. I have with me the written complaints of the Indians, now, or lately, in Washington, called for by the third subdivision of the chairman's letter of March 12, 1888, to the Commissioner of Indian Affairs as printed on page 132 of the record. There are eight complaints altogether of the different bands.

The papers referred to by the witness are as follows :

RESERVATION OF THE LAC COURT OREILLES BAND OF CHIPPEWA INDIANS, *Lac Court Oreilles, Wis., February 17, 1888.*

DEAR SIR: We, the Indians of the Lac Court Oreilles Reservation, assembled at council this 17th day of February, A. D. 1888, for the purpose of submitting to you for investigation the following grievances and complaints, and pray that you take such action as to give justice to all concerned :

(1) When our reservation was set aside for our band at the treaty of September 30, 1854, by the Chippewa Indians of Lake Superior and the Mississippi and the United States, the Indians, chiefs, and head-men, were given to understand by Henry C. Gilbert and David B. Herriman, commissioners then acting on the part of the United States, that the tract of land set aside for a reservation for Lac Court Oreilles band of Chippewa Indians embraced all the lands inside of the following boundary lines running from point to point designated by natural and permanent land-marks or monuments that was then known to exist by the Indians, which is as follows :

A line beginning at the north extremity of Gawaweeagamag or Round Lake, running thence nearly or about due east, intersecting with Gabaganagaka Shebeweshae, or Vincent Creek, a line running thence nearly southwest, intersecting with Natabeketogwayog Shebeweshae, or Kenyon Creek, a line running thence nearly due west touching the north extremity of Shada Sagaegan or Lac Chetac (Lake), a line running thence due north to Gashegwanabegokog Sagaegan, or Grindstone Lake, and a line running thence to the point of beginning at the north extremity of Gawaweeagamag, or Round Lake.

We were given to understand by the commissioners for the United States that all those lands inside those boundaries was set aside and reserved for ourselves and our own exclusive use of all benefits arising therein. But we find the white man is coming inside those boundary lines and cutting timber therefrom and settling on some of

the lands. Also that the white man has come inside of our reservation and has cut valuable pine timber from whole sections of land, which they tell us is school lands, and take away and sell such timbers without the consent of the Indians, and for which we have not yet received any remuneration.

In the year 1872 a certain William A. Rust, of the city and county of Eau Claire and State of Wisconsin, entered into an agreement with the chiefs and head-men of our reservation, the agreement being executed on the 26th day of October, A. D. 1872, to cut pine timber upon certain designated tracts of land upon said reservation for the term of ten years, for which we were to receive \$10,000 annually for the term of five years. This money was to be paid to the Indian agent who was to either pay the sum to us or expend it for our benefit.

The first year the said William A. Rust cut and took away from the reservation a large amount of pine timber, and we received nothing for such timber when the time came for payment of same. He continued to cause to be cut the following year all such pine timbers as he desired. When the time arrived for the second annual payment, we received 75 cents each, the whole number of our band. We then saw that the said William A. Rust was not carrying out his part of the contract. We then stopped him from cutting any more timber. We estimate there are about one thousand members of our band, which would make about \$750 received by us for the large amount of timber cut from our reservation for the term of two winters. We have copies of the original contract which we will submit to you, should you so desire.

There is one case on this reservation where a certain Indian woman had about 400,000 feet of timber cut from her allotment. She was to receive \$2.50 per 1,000 feet for her timber, on the stump. She should have received \$1,000. During the time her timber was being cut she received \$152.25 and she could never get a cent more, although she has tried a number of times to get the balance due her, which is about \$847.75. There are a number of cases of similar nature that have been standing as long as six years.

There are one or two cases on this reservation where claims have been filed with the farmer for minor children, which claims have not been properly allotted and the timber on such claims are now being cut and taken away.

Chief and head-man:

Chief PEMASAYGYHE (his x mark).

Head-man, CHARLIE HEAD FLYER (his x mark),

G. SHELASHEI (his x mark).

The SECRETARY OF THE INTERIOR and
COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

(Filed, Indian Office, February 29. 1888.)

THE COMMISSIONER OF INDIAN AFFAIRS:

SIR: The undersigned, your petitioners, respectfully represent that they are Chippewa Indians, and belong to the Lac De Flambeau bands of Chippewas; that they reside upon their reservation in the State of Wisconsin; that a large number of said Indians have had lands allotted to them in severalty as provided by law; that said lands are chiefly valuable for the pine timber thereon; that such of your petitioners as have not already received their lands in severalty are desirous of availing themselves of that privilege, and that all of your petitioners desire to sell their pine timber as soon as possible and to the best advantage.

Your petitioners further represent that there is no one on the reservation connected with the Government who has thus far made any effort to protect your petitioners in their rights and interests; that the agent appointed by the Government does not afford them necessary information or protection in the allotment of lands and in the sale of timber; that one Sherman has for some time been engaged in purchasing timber on the reservation and in cutting and logging the same; that your petitioners are not willing to sell their timber to said Sherman for the reason that he, said Sherman, does not treat them fairly, does not agree to give them as much for their pine as they can obtain from other parties; does not pay them as he agrees, and refuses to explain to them their contracts or to settle with them as to amounts paid or due, and frequently obliges them to take as part payment goods at exorbitant prices.

Your petitioners further represent that one Joseph Allen is, officially or otherwise, in the employment of the agent in charge of the reservation; that it has been the business of said Allen to attend to the allotment of lands, and that he has either been instructed or assumes to solicit and secure contracts for the sale of timber to said Sherman; that in many instances when members of the tribe have received their allotments of land said Allen has requested the Indians to sell their timber to Sherman, and has used promises and other inducements, and has made use of his position and

influence to secure such sales; and when parties have refused to make such sales to Sherman said Allen has stricken their names out and instituted other names.

Your petitioners, while they do not specifically charge the agent with collusion, do assert that he has been careless of their interests in this respect; has allowed said Allen and Sherman to manage the business in their own interests, and has in some instances himself solicited sales for Sherman. Your petitioners charge that said Allen is in direct collusion with Sherman, and that his conduct in the management of this business is to the serious injury of the rights and interests of your petitioners. That if your petitioners had some one to act for them without interference from any one connected with the agency, they could make sales of their timber at better figures than can be obtained from Sherman or any connected with him, and for cash, and run no risk of loss.

Your petitioners state that they do not want said Allen to have anything to do with their business; that they want some one of their own choice to make contracts for the sale of their timber; and that until such a change is made their rights and interests are in continual jeopardy.

Your petitioners have unanimously requested John C. Curran, of Oneida County, Wisconsin, to act for them, and to take charge of their business in connection with the sale, and cutting, and logging of their timber. Mr. Curran is an old resident of Northern Wisconsin; has for many years been engaged in lumbering; is an experienced woodsman; is acquainted with our language; and has the complete confidence of our people.

Your petitioners therefore respectfully ask that if said Allen is acting in an official capacity he may be excluded from any connection or interference with the business of allotments of lands and sale of timber on the reservation; that if he is not so acting in an official capacity, the agent in charge may be instructed not to allow said Allen to interfere in any manner with said business, and that said agent may be instructed to recognize Mr. Curran as the agent of your petitioners in all things connected with said business, and clothed with full power to act in their behalf.

We-shock (his x mark),	J. C. Curran.
Wau-be-ga-kake (his x mark),	J. C. Curran.
Wa-se-quai-be (his x mark),	J. C. Curran.
Esqu-a-we-tunk (his x mark),	J. C. Curran.
Pau-wock-way (his x mark),	J. C. Curran.
Ke-ke-konci (his x mark),	J. C. Curran.
Wau-be-Scabenis (his x mark),	J. C. Curran.
Sau-we-skow-gish (his x mark),	J. C. Curran.
We-au-gish (his x mark),	J. C. Curran.
We-saun-gish (his x mark),	J. C. Curran.
Bo-be-ew-tosh (his x mark),	J. C. Curran.
Mist-go-gish-wabe (his x mark),	J. C. Curran.
Was-in-abei (his x mark),	J. C. Curran.
Wa-way-sh-gish (his x mark),	J. C. Curran.
Cow-a-we-lunk (his x mark),	J. C. Curran.
War-le-be-aushe (his x mark),	J. C. Curran.
Ene-guan (his x mark),	J. C. Curran.
Jone-me-gish (his x mark),	J. C. Curran.
Anndee (his x mark),	J. C. Curran.
Nau-gun-a-bei (his x mark),	J. C. Curran.
Knock-way (his x mark),	J. C. Curran.
Sin-ek-ke-gum (his x mark),	J. C. Curran.
Got-che-che-gish (his x mark),	J. C. Curran.
Doc-ke-muse (his x mark),	J. C. Curran.
Cow-wes-kunk (his x mark),	J. C. Curran.
Bab-bam-aushe (his x mark),	J. C. Curran.
Pash-we-guncince (his x mark),	J. C. Curran.
Pem-use-gish (his x mark),	J. C. Curran.
We-met-te-gosh (his x mark),	J. C. Curran.
Puc-cum-escet (his x mark),	J. C. Curran.
En-ene-gan-bei (his x mark),	J. C. Curran.
Cowe-ew-tioshie (his x mark),	J. C. Curran.
Man-e-tonce (his x mark),	J. C. Curran.
Ken-o-she (his x mark),	J. C. Curran.
Saw-way (his x mark),	J. C. Curran.
Quin-gush (his x mark),	J. C. Curran.
Mam-ma-noshe (his x mark),	J. C. Curran.
Oc-ke-wance (his x mark),	J. C. Curran.
O-jo-ma-mag-gish (his x mark),	J. C. Curran.
Pashe-o-gish (his x mark),	J. C. Curran.
Saw-gutch-ewag-gisis (his x mark),	J. C. Curran.
Se-san-gos-en (his x mark),	J. C. Curran.

Met-eway-gish (his x mark),	J. C. Curran.
Saws-gog-yek (his x mark),	J. C. Curran.
Sa-cos-egay (his x mark),	J. C. Curran.
To-to-tunk (his x mark),	J. C. Curran.
Ke-keo-gish (his x mark),	J. C. Curran.
O-ge-she-oshe (his x mark),	J. C. Curran.
We-shoe (his x mark),	J. C. Curran.
Che-ock-que-guan (his x mark),	J. C. Curran.
Chag-a-be-o (his x mark),	John Barnes.
Che-mo-que-man (his x mark),	John Barnes.
Gee-shick (his x mark),	John Barnes.
Kee-mo (his x mark),	John Barnes.
Nee-gon-oshk (his x mark),	John Barnes.
Che-o-gish (his x mark),	J. C. Curran.
May-che-way (his x mark),	J. C. Curran.
Met-e-goshe (his x mark),	J. C. Curran.
Maw-gish (his x mark),	J. C. Curran.
Wau-bige (his x mark),	J. C. Curran.
Cow-ance (his x mark),	J. C. Curran.
Bune-aw-she (his x mark),	J. C. Curran.
Ba-e-gish (his x mark),	J. C. Curran.
Mone-mage (his x mark),	J. C. Curran.
Pashe-bie-aushe (his x mark),	J. C. Curran.
Pe-we-ceshe (his x mark),	J. C. Curran.
Ke-bie-aush (his x mark),	J. C. Curran.
Wau-we-agish (his x mark),	J. C. Curran.
Saw-we-sco-gaunish (his x mark),	J. C. Curran.
Bob-bie-washe (his x mark),	J. C. Curran.
Arche-gwin (his x mark),	J. C. Curran.
En-we-waush (his x mark),	J. C. Curran.
Met-way-au-sink (his x mark),	J. C. Curran.
Mes-eway-gishe (his x mark),	J. C. Curran.
Ma-che-gua (his x mark),	J. C. Curran.
Pash-a-guashe (his x mark),	J. C. Curran.
Pash-a-gone-ise (his x mark),	J. C. Curran.
Pishi-ke-ance (his x mark),	J. C. Curran.
Ma-che-an-e-guet (his x mark),	J. C. Curran.
Hank Lynch (his x mark),	J. C. Curran.
Pe-gone-aushe (his x mark),	J. C. Curran.
Pe-ton-e-guet (his x mark),	J. C. Curran.
Pe-bo-gue-way (his x mark),	J. C. Curran.
Ma-che-e-gwoka (her x mark),	J. C. Curran.
Che-che-twence (her x mark),	J. C. Curran.
She-on-etwoke (her x mark),	J. C. Curran.
Osh-owi-gisha-gokna (her x mark),	John Barnes.
Gen-guas-a-no-qua (her x mark),	John Barnes.
Mar-cheos-in-oqua (her x mark),	John Barnes.
Ko-not-a-wequa (her x mark),	John Barnes.

(Filed I, O., February 29, 1888.)

[Inclosure No. 1.]

STATE OF WISCONSIN, *Oneida County*, ss :

Wa-se-quai-be, being first duly sworn, on oath, deposes and says : That he is the head chief of the Flambeau bands of Chippewa Indians, and resides on the Flambeau Reservation in the State of Wisconsin, and has resided in said reservation since it was set apart by the Government of the United States; that he looks after the general welfare of his tribe; that deponent verily believes that he is legally entitled to an allotment of land in severalty on said reservation, and that he has made application to Indian Agent Gregory for such allotment, and also requested that some patent or other paper be given him by the proper authorities of the United States to show his title to the lands to be to him allotted.

That during the fall of 1886, one Joseph Allen, a white man residing on said reservation, informed deponent that a certain parcel of land had been allotted to deponent, and at the same time requested this deponent to sell said land to the said Allen; that about the same time, or a little afterwards, aid Gregory informed deponent that cer-

tain lands had been allotted to him and that said Gregory requested the deponent to sell the logs or timber to one Sherman.

That deponent verily believes that said Allen is actually in the employ of said Sherman, and sharing in the profits of the logs and timber bought from the Indian reservation aforesaid, and that he is either in the employment of said Gregory or has undue influence over him.

That about the month of October, 1887, deponent sold his timber on the lands allotted to him as aforesaid to one Charles Henry at the agreed price of \$3 per 1,000 feet, and that pursuant to such agreement and sale said Henry gave to this deponent a valuable span of horses, wagon, and harness, sold him supplies and advanced him money, and paid several hundred dollars on such contract; that deponent signed such contract and no other, but that afterward a certain firm of Cosgrove & Gilbert exhibited to said Gregory a certain contract purporting to be a sale by this deponent to said Cosgrove & Gilbert, and bearing date August, 1887; that deponent never sold or agreed in any manner whatever to sell said timber to any one during said year 1887, except said Henry, and that he never signed said paper purporting to be a contract of sale to said Cosgrove & Gilbert, and that if his name appears thereon it was a forgery.

That deponent is informed and believes that the price named in said forged document, which he is to receive for such timber, is \$2 per 1,000 feet instead of \$3, as offered him by said Henry; but notwithstanding the facts hereinbefore set forth, the said Gregory decided that said Cosgrove & Gilbert were entitled to cut the timber from said land. That deponent is informed by reliable parties that said timber is reasonably worth \$3 per 1,000 feet, and furthermore he is informed by reliable white men, who are competent estimators, that there was 14,000,000 feet of pine logs on the tract of land assigned or allotted to him, and by him sold to said Henry, and that this deponent has been defrauded, as he verily believes, out of \$1,400 by reason of the forgery aforesaid and of the decision of said Agent Gregory.

WA-SE-QUAI-BE (his x mark).

Subscribed to and sworn before me January 31, 1888.

[SEAL.]

JOHN BARNES,
Notary Public, Wisconsin.

John Barnes, witness to mark of Wa-se-quai-be.

[Inclosure No. 2.]

STATE OF WISCONSIN, *Oneida County, ss:*

Met-wa-os-siuk, being duly sworn, on oath deposes and says, that he belongs to the Flambeau bands of Chippewa Indians, and resides on their reservation in the State of Wisconsin; that he is one of the head-men of his tribe, and is their chief spokesman; that he looks after the general interests of the tribe and in that capacity has used his best endeavors to advance and protect their interests in the allotment of lands to them in severalty; that in the fall of 1886, in the interests of his people, he sought an interview with Indian Agent Gregory, and asked for information about the allotment of lands and selling and cutting timber; that said agent, Gregory, refused to give deponent any information on the subject, alleging as a reason that he was in a hurry and had no time; that said agent was at the reservation four times during the last winter and three times during the present winter; that during these visits the Indians have been afforded few, if any, opportunities for conversing with the agent, or for obtaining information necessary to their interests; that said agent gives his time largely to one Joseph Allen, who in some manner represents the agent, and to one Sherman, who is engaged in purchasing and cutting timber from lands allotted to the Indians.

That deponent has frequently asked said agent for information, but has been unable to obtain any, and said agent has paid no attention to deponent's requests; that deponent is informed and believes that said Allen acts in collusion with said Sherman by using his position and influence to induce the Indians to sell their pine to said Sherman; that frequently, when allotments were made, said Allen has asked the Indians to sell their pine to Sherman, and on their refusal so to do has stricken their names from the book and substituted other names; that the young men of the tribe are inexperienced and more subject to personal influences than the older men; and that said Allen, in connection with said Sherman, has frequently tried to induce the young men, in the absence of the older ones, to dispose of their timber to said Sherman, and have refused to negotiate with the young men when the older men were present;

that said Allen has caused much injury and loss to the Indians by the course he has pursued, and that the interests of the Indians can not be protected as long as said Allen is allowed to conduct the business.

MET-WA-OS-SINK (his x mark).

Subscribed and sworn to before me this 25th day of January, A. D. 1888.

[SEAL.]

JOHN BARNES,
Notary Public, Wisconsin.

Witness to mark :

S. H. ALBAN.

[Inclosure No. 3.]

STATE OF WISCONSIN, *Oneida County, ss :*

Ge-ma-ge-shik, being duly sworn, on oath deposes and says, that he is a Chippewa Indian; is a member of the Flambeau bands of Chippewas, and resides on the reservation of said tribe in the State of Wisconsin; that Soh-pe and Wo-nit-tum are daughters of this deponent, are members of said tribe and residents of said reservation; that this deponent and his said daughters, being legally entitled to allotments of land in severalty on said reservation, duly applied for such allotments in October, 1886; that at the time of making such application the Indian agent, Gregory, was absent, and was represented by one Joseph Allen, who, as deponent is informed and believes, was employed by and acted in behalf of said agent; that deponent and the said Soh-pe and Wo-nit-tum had each previously selected 80 acres of land, the descriptions of which they gave to the said Joseph Allen, requesting that such tracts be allotted to them in severalty, as by law provided; that such allotments were accordingly made, as they were informed by said Allen, after which deponent and the said Soh-pe and Wo-nit-tum entered into a verbal agreement with one C. H. Henry for the sale to the said Henry of the timber on the tracts so allotted.

That after said agreement with Henry had been made, and before the season for logging arrived, the said Agent Gregory informed deponent and said Soh-Pe and Wo-Nit-Tum that he, said agent, desired them to sell their pine to one Sherman, offering them several inducements to make the sale to Sherman. That deponent and his said daughters, having already agreed to sell the pine to Henry, were desirous of adhering to their agreement, but were finally induced and in a measure coerced into making a sale to Sherman. That said Sherman, in presence of said Agent Gregory, thereupon drew up three instruments in writing, which, by undue influences, they induced these parties to sign by their usual method of touching the pen; but said Sherman and Gregory did not explain said writings to deponent or his daughters, or cause any portion thereof to be interpreted to them or either of them, although an interpreter was then and there present. And deponent is informed and believes that the said Sherman and Gregory purposely concealed from deponent and his daughters the terms and conditions of said agreements, and have always so concealed them, in order that said Sherman and those interested with him might be enabled to defraud these parties out of their just rights.

Deponent further says that during the winter of 1886 and 1887 the said Sherman proceeded to cut and log the timber on said tracts; that he did not cut the said timber clean, or take all the merchantable timber; but on the contrary logged the same in a most unworkmanlike and improper manner; that he took only the choicest and clearest logs out of the trees cut down, leaving much timber lying on the ground which would make good merchantable saw logs, and many trees standing which were also valuable for logs; and by such negligent and careless logging the timber remaining on said tracts is in imminent danger of destruction by fire, and that nearly or quite one-half of said timber was left standing or lying on the land.

Deponent further says that he has frequently asked the agent and said Sherman and those who acted for him, for payment on said agreements; that from time to time small sums of \$5 and \$10 have been paid them, and at other times the said parties were required and compelled to take merchandise out of said Sherman's store at such prices as the store-keeper chose to charge. That this deponent and his daughters aforesaid were in need of the money due them for their support, to provide the necessities of life and the means by which to gain a living, and that said agent and said Sherman frequently refused or neglected to pay anything on said agreements when so requested, and put them off with various excuses. That deponent and the said Soh-Pe and Wo-Nit-Tum have frequently tried to get a settlement with the agent and with said Sherman of the amounts due on said agreements, but have been unable to do so. That they are in need of and are justly entitled to the money so due; that deponent has not with him, and is not now able to give the estimated amount of pine timber that was on said tracts when the payments for sale were made, but is informed

and believes that such tracts contained at least 2,000,000 feet of standing pine. That the price at which these parties agreed to sell said pine to C. H. Henry was \$2.50 per thousand feet, and that said timber was worth at least that sum. That deponent and the other parties do not know and have no means of ascertaining what amounts have been paid them, either in money or goods, on said agreements, but verily believe that not more than \$1,000 has been paid them in the aggregate, and that said Sherman is justly indebted to said parties to the amount of several thousand dollars, which thus far they have been unable to obtain.

Depouent further says that he is informed and believes that said Joseph Allen is still employed by said Agent Gregory, and is acting in collusion with other parties to obtain from the Indians the pine timber from their lands as they are allotted in severalty; that said Allen uniformly acts in the interests of said Sherman and parties connected with him, who are seeking to purchase said timber; that such action hinders others from buying, interferes with the freedom of action of the Indians, and is greatly to the injury of the latter, and has resulted in great loss to them in the manner shown in this affidavit. That deponent and all the tribe, so far as he is informed, are desirous that if the Indian agent must have a representative to attend to the details, such representative should be one who would act as much for their interests as for the interests of purchasers; that the Indians have represented these facts to the agent, Gregory, and requested the removal of said Allen from the reservation, or at least that he should not be allowed to control or interfere with the disposition of timber, but that said agent has paid no heed to such requests. That said Allen does not deal fairly with the Indians, but uses his position and influence to defraud them and put them in the power of said Sherman and those connected with him in the purchase and cutting of the timber; and that unless said Allen is removed, or the rights of the Indians shall be better protected, their rights will not be respected, and their property will be seriously impaired in value, if not entirely destroyed.

GE-MA-GE-SHIK, (his x mark.)

Subscribed and sworn to before me this 25th day of January, A. D. 1888.

[SEAL.]

JOHN BARNES,
Notary Public, Wisconsin.

Witness to mark,
S. H. ALBAN.

STATE OF WISCONSIN, *Oneida County, ss :*

SoH-Pe and Wo-Nit-Tum, being duly sworn, depose and say that they are the persons mentioned in the foregoing affidavit as the daughters of Ge-Ma-Ge-Shik; that they have heard the said affidavit read, and the same has been duly interpreted to them, and that the statements therein made are true.

SOH-PE (her x mark).
WO-NIT-TUM (her x mark).

Subscribed and sworn to before me this 1st day of February, A. D. 1888.

JOHN BARNES,
Notary Public, Wisconsin.

JOHN BARNES, witness as to marks.

[Inclosure No. 4.]

STATE OF WISCONSIN, *County of Oneida, ss :*

We-shock, being first duly sworn, on oath deposes and says that he is a member of the Flambean bands of Chippewas, and now resides and for a long time past has resided on the reservation set apart for said bands of Indians in the State of Wisconsin, and he verily believes that he is entitled to an allotment in severalty of a parcel of land on said reservation; that he was requested by Mr. Allen to select certain lands on said reservation and that he was informed that if he did not do so at once he would lose the right to do so; that he finally made a selection and was requested by said Allen to sell his timber, which deponent refused to do, saying that he would hold it for a while and sell whenever he could to the best advantage, and not more than twenty acres in one season. That during the summer of 1887 deponent desired to borrow \$20 and that said Allen offered to loan said sum of money to deponent, requesting deponent at the same time to sign an acknowledgment of indebtedness for such loan, and that said Allen informed deponent that said paper which he was requested

to sign had nothing to do with his timber; that except as aforesaid the contents of said paper was not explained to deponent, and that he afterwards repaid said sum of \$20 to said Allen. That during the present winter said Sherman built a shanty on said parcel of land selected by this deponent and commenced cutting the timber thereon. That deponent never sold said timber or any part thereof to said Sherman or any other person, and never received any money from any person for the same, and that he forbid said Sherman to cut any more timber in said claim, and that deponent does not at present know whether said Sherman is still cutting on said lands or not.

Subscribed and sworn to before me, February 1, 1888.
[SEAL.]

John Barnes, witness as to mark of We-shock.

WE-SHOCK (his x mark).

JOHN BARNES,
Notary Public, Wisconsin.

[Inclosure No. 5.]

STATE OF WISCONSIN, *Oneida County, ss :*

O-sha-wa-bi-yo Kire, being first duly sworn, on oath says that she belongs to the Chippewa Indian tribe, and resides in the Flambeau Reservation of said Indians in the State of Wisconsin, and has so resided for many years last past. That deponent verily believes that she was entitled to receive an allotment of a parcel of land in severalty on said reservation, and made application for such allotment to one Joseph Allen, and that she was informed thereafter that a parcel of land had, in fact, been allotted to her.

That during the summer or fall of 1886 said Allen and one Sherman repeatedly requested deponent to sell said timber to said Sherman, and that they finally coerced her into doing so, and that they agreed, or said Sherman agreed, to pay deponent \$5 per 1,000 feet for white pine and \$4 for Norway, and that pursuant to such agreement said Sherman entered upon said lands and cut a portion of said timber, leaving all the small and poorer class of timber, and only taking the very best; that in the spring said Sherman allowed deponent only \$1 for Norway pine, and \$1.50 for white pine, and that deponent believes that said Sherman cut a great deal more timber than he gave deponent credit for; that deponent was compelled to take pay for said lumber or logs out of said Sherman's store, and that she verily believes the prices charged deponent were twice too high; that said contract was made to apply only to the winter of 1886 and 1887, and that in the fall of 1887 said Sherman again wanted to buy what timber he had not cut during the previous year, and that deponent positively refused to sell said timber to said Sherman and informed Indian Agent Gregory that she would not again sell to Sherman, but that during the present winter said Sherman has gone on said premises, and is now cutting and carrying away the remaining portion of said timber, and has made no agreement or promise to pay for the same.

A-SHA-WA-YO-KIRE (her x mark).

Subscribed and sworn to before me February 1, 1888.
[SEAL.]

John Barnes, witness as to mark.

JOHN BARNES,
Notary Public, Wisconsin.

[Inclosure No. 6.]

STATE OF WISCONSIN, *County of Oneida, ss :*

Wa-be-ga-kak, being first duly sworn, on oath says, that he belongs to the Flambeau Band of Chippewa Indians, and that he has resided in and about the reservation set apart for said Indians by the United States Government as long as he can remember, and that he is now quite an old man; that deponent verily believes that he is entitled to an allotment in severalty of 80 acres of land on said reservation, and that he made application for such allotment to the person whom he believed to be the proper party to make it to; that deponent knows Indian Agent Gregory, also one Sherman, who does logging on said reservation, and also one Allen, whom he believes to represent said Agent Gregory in some way, but what his official capacity is deponent is unable to state.

That deponent selected the land which he desired in the fall of 1886, and that after making such selection deponent went a considerable distance on a hunting expedi-

tion. That said Allen followed him to the place where he was camped with other members of his band and requested him to go with him to the headquarters of said reservation, and that, after repeated requests, deponent went with said Allen to said headquarters, where deponent met Indian Agent Gregory, and also said Sherman. That said Sherman asked deponent to let him have his timber, and that said Agent Gregory requested this deponent to let said Sherman have such timber, and, in fact, insisted on said Sherman having the same. That deponent informed said Gregory, Sherman, and Allen that he had sold one-half of his timber to one Captain Henry, and that, after repeated requests and much persuasion, he finally consented that said Sherman should have the remaining half of said timber; that said Gregory informed deponent that he would get from said Sherman \$6 for his logs, or \$12.50 clear for his timber.

That during the ensuing winter of 1886 and 1887 said Sherman entered upon his, deponent's, said lands, and cut over the whole of them and took the choicest pine therefrom, leaving the smaller timber standing and some small logs on skidways, and leaving the balance of said timber in imminent danger of destruction by fire.

That deponent received for said timber cut as aforesaid the sum of \$200, and no more, and that said land was heavily timbered with good pine, and that deponent verily believes that said timber was worth much more, and that much more timber was cut than deponent was paid for. That said Captain Henry had offered to pay deponent \$6 for his logs or \$3 net for his timber, and that he would have received said price had it not been for the interference of said Gregory.

That in the fall of 1887 the said Allen entered upon deponent's land and commenced cutting the timber left by said Sherman. That deponent forbid said Allen to cut any more timber on said lands and asked said Allen for whom he was cutting. That said Allen replied he was cutting for himself, and that he would fix it up when Gregory came.

That shortly afterward said Gregory came on said reservation and invited deponent into a room where said Sherman and Allen were, and that said Gregory then asked deponent to let said Sherman have the remaining timber on said land, and also some owned by deponent's mother; that deponent informed said Gregory that he had sold said timber to said Captain Henry; that said Gregory then informed deponent that he would never see said Henry or his money, and that he would lose it; said Gregory further requested said deponent to let said Sherman have said timber, and that deponent would get all the money he wanted. That deponent refused to let said Sherman have said timber, and that he verily believes that if he did so he would have been cheated by said Sherman, and that deponent verily believes that said Sherman, Allen, and Gregory are conspiring together to cheat and defraud this deponent and other Indians on said reservation out of their timber for a small consideration, which is totally inadequate and but a small proportion of its value, and to share between themselves the profits of such bargains and nefarious contracts.

WA-BE-GA-KAT (his x mark).

Subscribed and sworn to before me February 1, 1888.

[SEAL.]

John Barnes, witness to mark of Wa-be-ga-kak.

JOHN BARNES,
Notary Public, Wisconsin.

[Inclosure No. 7.]

STATE OF WISCONSIN, County of Oneida, ss :

Shous-go-ge-zek, being first duly sworn, on oath, says that he is a member of the tribe of Chippewa Indians, belonging to the Flambeau Indians Reservation, in the State of Wisconsin, and that he verily believes he is entitled to 80 acres of land in said reservation; that one Joseph Allen informed deponent that he has been allotted 80 acres of land; that said Allen and Indian Agent Gregory requested deponent to sell the timber on said land to said Allen; that deponent refused so to do, and that thereupon said Gregory told deponent that he would give said parcel of land to some one else; that said Gregory refused to allot said lands to this deponent unless he would sell said timber to said Allen, and that deponent refused to sell said land to said Allen, and that in consequence thereof he could not get and did not get the same, and deponent verily believes that said land has been allotted to some one else

SHOUS-GO-GE-ZEK (his x mark).

Subscribed and sworn to before me February 1, 1888.

[SEAL.]

John Barnes, witness to mark.

JOHN BARNES,
Notary Public, Wisconsin.

RESERVATION OF THE FOND DU LAC BAND OF CHIPPEWA INDIANS,

La Point Agency, January 26, 1888.

DEAR SIR: We again beg to invoke your aid in adjusting the wrongs and unjust discrimination against us, which causes immeasurable dissatisfaction and discord among us; the prime seat of all the trouble and discontent arising upon this reservation lies solely in the manner Indian Agent James T. Gregory deals with the Indians; our grievances are not of recent origin, nor are they of trifling nature. The insincerity manifested by Mr. Gregory in the performance of his duties on behalf of the Government, and for the interest of the Indians, became apparent more than a year ago, which has materially affected the interests and welfare of the Indians, who are actual members of this band, as can be seen by the following statement of a council held on the 23d and 24th instants.

Mr. Gregory opened the council by the introduction of Mr. Tom Wall, as a special allotment agent, duly appointed from Washington. Then Mr. Gregory proceeded to take minutes of claims filed by the Indians in taking their several allotments of land.

During the proceedings of the council several names were brought before council, which were rejected by the Indians, because those parties were known by the oldest inhabitants upon this reservation as having no legitimate claims as members of this band.

A large number of those rejected had filed their claims with the farmer, and had contracted with the timber buyers to cut and bank the timber, and had received advances of money, merchandise, etc., upon such contracts. In selling the pine timber upon the Indian reservation, before the consent and approval of the Indians had been secured, Mr. Gregory then presented certain rules, purporting them to be from the proper authority in Washington, intended to cover cases of this nature. The substance of which was, that when an applicant was rejected by the Indians, the applicant should be sworn and show cause why his claim should be granted, and prove that his parents were recognized members of this band, and the applicant should procure at least two witnesses to that effect.

Mr. Gregory then proceeded to inform the Indians that whether or not the applicant or their parents ever drew payment or annuities with this band had no significance.

The clauses above referred to were seemingly constructed specially to fit those cases upon this reservation in order to hold the timber upon which the advances were made, whether or not the applicant was entitled to any claim, thereby also securing the advances made whether or not the Indians granted the claims. While the General Government is liberal to those parties rejected in giving them privileges to secure lands upon the public domain, the Indians have no desire to debar any person rightfully entitled to land upon this reservation, but they do not wish to have Indians and mix-bloods, who belong upon other reservations, to come here and crowd out those who are rightfully entitled to allotments upon this reservation.

As there are about one hundred members of this band who are endeavoring to secure suitable claims upon this reservation, but are kept back because most all the land of any value for timber or otherwise have been taken by parties not belonging upon this reservation, and yet Mr. Gregory exercises all of his authority and even abuses the privileges of his office by exhausting every effort to secure the claims to those who have been rejected, seemingly because those parties have received advances from the timber buyer, or the timber upon such claims, and those advances have been made with the knowledge that those claims had not been granted by Indians at council.

In about every case where an applicant was rejected during the last council held January 23 and 24, when applicant and his witnesses were sworn to give testimony, Mr. Gregory was asked, on behalf of the Indians, for a privilege to cross-question witnesses, in order that justice may be given both sides, but Mr. Gregory obstinately refused to allow any questioning or any testimony or any interference whatever by the members of this band. If Gregory has exclusive authority to use his own judgment in the granting or rejecting claims upon this reservation, and if the customary rule of leaving that matter to the Indians has been abandoned, we would like to be properly informed of that fact, that we may quietly submit to the inevitable. But until then, we shall continue to bring the matter before you in endeavoring to obtain relief.

The fact that the testimony taken in those cases rejected were taken only from one side, and that when the proofs were insufficient to warrant the granting of claims Mr. Gregory still insisted in holding those claims for the rejected parties until he could see a certain Mr. Durfee, at Ashland, Wis., and some other parties at Superior, Wis., whom he imagined possibly knew something about those parties rejected which would probably enable him to report the matter to the Indian Department to suit himself, and in such a manner as to cast the reflection of responsibility upon others, and that he would not listen to a word from the oldest Indians who have lived here all their lives, shows conclusively that Mr. Gregory has a much deeper motive than a mere desire to satisfy himself that no injustice is done to those whom the Indians desire to reject. But one notable fact in connection with the favor shown by Gregory to rejected applicants, which shows his sympathy and identity with the people buy-

ing the Indian timber, is that when those parties who have not received advances upon their timber were rejected the rejection was promptly approved by Mr. Gregory, and those who have received advances on their timber and rejected by Indians at council were held by Gregory in spite of all the remonstrance the Indians could bring to bear upon those cases. If Gregory was just to the principles of the Government and to the interests of the Indians, what motive could he have in exhausting every function of authority of his office and even abusing the privileges of the same to protect the interests of the timber buyers at the expense of the Indians?

Had Gregory faithfully performed his duties and protected the interests of the Indians, which is one of the most important functions of his office, the present condition of the Indians would have been materially different; and the price paid them for their timber would be from 20 to 25 per cent. greater than they now receive, which can be easily shown by the prices paid for timber at Duluth, Stillwater, and Minneapolis, Minn., the principal lumber manufacturing cities in the State. The very important part that Gregory is taking in this timber business became very conspicuous last May, when the time came for the timber buyers to make settlement with the Indians. When the Indians complained to Gregory of the unjust manner they were being dealt with, Gregory would endeavor to intimidate them by threatening to have them arrested for being drunk, etc., and in one case Gregory closeted a member of this band with himself and threatened to have him arrested and sent to prison, also expelled from the reservation, for daring to write letters for the Indians in reporting the manner of their treatment to the authorities at Washington.

We also desire to submit for your consideration the following statement of an investigation which took place on or about the 6th day of September, 1887, upon this reservation, which proved to be a genuine farce: A Mr. Thomas arrived here from Washington on or about the 6th day of last September. A council was called by Mr. Gregory, who introduced Mr. Thomas as a man who was sent here from Washington by the Great Father to investigate certain complaints made by those Indians to the authorities at Washington, dated about the 16th day of April, 1887. Mr. Thomas was assisted by Mr. Gregory, in the investigation, which was conducted wholly on behalf of and in favor of the timber buyers against whom the complaint was made. The Indians knew nothing of the nature of Mr. Thomas's mission until the council was opened, and the Indians were not given time to procure witnesses to substantiate the complaints made. The principal witnesses were scattered throughout the reservation and could not be brought to the Indian village in less time than six hours at the quickest. Mr. Thomas was notified of this fact and requested to continue the investigation the following day, but he strenuously declined to do so, remarking thus, "It does not take me long to make up my mind in a case of this kind." The Indians asked for the privilege of cross-questioning what few witnesses that were called to defend the parties against whom the complaints were made; this was also denied them. However, one witness was called, "Joseph Frank," who testified frankly and honestly how the Indians were misled and himself unjustly dealt with. Soon as it became apparent that his evidence was bearing directly against the timber buyers, Mr. Thomas attempted to intimidate him by asking him if he, witness, ever brought any whisky upon the reservation.

Mr. Gregory took the minutes of the investigation, and we have no doubt he flavored the reports of the investigation to suit his own taste. Mr. Thomas was asked for a copy of the proceedings of the investigation or permission to take the same, but both were denied the Indians.

There are a number of witnesses that could have been procured had one day's notice been given the Indians by whom the complaint could have been fully substantiated. But all privileges of a fair and honest investigation were denied the Indians, which resulted so disgracefully to an honest purpose; thus the timber sharks were extricated by officials whose duty it is to prosecute them.

We respectfully again urge your attention in the proper and further investigation of the complaints above referred to, dated April 16, 1887.

We claim that the investigation made on or about September 6, 1887, arising from those complaints were, partially, unfair and unjust towards the Indians.

We submit herewith the names of applicants for allotments upon this reservation, which were rejected by Indians at council January 23 and 24, 1888, and which Gregory is doing all in his power to secure the claims to them, and which we urgently request that you take such steps to prevent any patents being issued to those parties, for lands upon the Fond Du Lac Reservation of the La Point Agency.

Julia Dennis.
Hattie Cajune.
Mary Sulier.
Antone Sulier.
Benjamin La Goo.
Levi La Goo.
Ogemaquay.
Ellen Wilson.
Mary Defoe, (or Mary La Fooe.)

Suset Wabano.
Elizabeth Goozae.
Thressa Goozae.
Joseph Frazer.
Mary Hunt.
Mary Frazer.
Emma Frazer.
Edward Robideau.
Mary Robideau.

Peter Robideau.
P. C. Marsett.
Angelic St. John.
Thressa St. John.
Susan Roberts.
Sophia Roberts.
Maggie Defoe.
Da Da Gamashequay.
Louis Legard.

It may be inferred that those parties are usurpers of the rights of our children and many of our old people who have not made selections yet, and who are desirous of making selections. There are a few cases where those parties make applications for claims under assumed names, apparently for the purpose of misleading the Indians. About all the cases where parents have filed claims for their children were not brought before the last council, held January 23 and 24, 1888, thereby delaying the Indians in securing the lands that were filed for their children; also giving room for contention with parties who are liable to file on those claims which were originally filed upon for the children.

There are also cases where claims upon valuable lands have been filed by resident Indians, which were afterwards ascertained that those claims were changed in the farmers' books and given to other parties, and the original claimant given other claims which were comparatively of no value, this being done, apparently, to secure the valuable timber claims to those parties who would readily sell the timber to certain parties, which, it is apparent, Mr. Gregory is in sympathy with.

The looseness of the manner in which the farmers' books are kept, upon which all claims of allotments are filed, is notorious and shameful, sometimes depriving old and helpless people in this manner of their rightful claims.

We understand Special Allotment Agent Tom Wall was instructed by you to locate claims for Indians, and designate to them the boundary-lines of same, so that allottees would become familiar with the situation of their claims and the boundary-lines. This was not complied with. During the last council, which was held January 23 and 24, 1888, for the purpose of allotting lands, not an Indian was shown the location of his or her allotment, and Tom Wall left the reservation.

We also desire to submit for your investigation claims upon the Northern Pacific Railroad for lands occupied by said railroad in running through the southern portion of the Fond du Lac Reservation. Said road has been in operation the past nineteen or twenty years, and we have never received any money or other compensation for the lands occupied by said railroad in the right of way, nor for any timber taken from our lands used in the construction of said railroad, of which there has been a large quantity taken for some distance outside of the right of way.

We desire the Government should take this matter up and compel the Northern Pacific Railroad Company to pay for such lands occupied by them, and for the timber said railroad company has taken from our lands used in the construction of said railroad, and for the damages sustained in the destruction of valuable timber by fire along the line of said railroad originating by the sparks from the locomotives of said railroad company.

Owing to the unsatisfactory nature of the Indian farmer's services we petitioned Agent James T. Gregory to appoint for that position a mix-blood from our reservation, several of whom are eminently capable to fill any position on this reservation for the public service. We also asked him to give us a mix-blood school-teacher. Some of our own people are fully competent to teach even in the public schools among the white people, but Gregory refused to appoint a mix-blood to teach in our schools, although the Indian Department urgently recommends such a course. But Mr. Gregory promised to consider our request in the appointment of a mix-blood to the position as Indian farmer, but he has failed to take any definite action in the matter. We have lost all confidence in retaining the white man as Indian farmer from the manner they have served us, and we now want a mix-blood who belongs upon this reservation appointed to the position of farmer, who shall hereafter be recommended by the Indians. We see no other method by which the interests of the Indians can be protected from further abuse upon this reservation.

ANNIMOSSING (his x mark),
SONG AKAMIG (his x mark),
INDEBAANS (his x mark),

Delegates.

J. I. COFFEY,

Spokesman.

Witness:

A. DENOMIE.

(Filed I. O., February 29, 1888.)

The SECRETARY OF INTERIOR AND INDIAN COMMISSIONER,

Washington, D. C.

BAD RIVER RESERVATION OF THE LA POINTE AGENCY,

Odanah, Wis., February 18, A. D. 1887.

The representative Chippewa Indians of the Bad River Reservation, the Fond du Lac Reservation, and the Lac Court Oreilles Reservation assembled at council this

18th day February, A. D. 1888, on the Bad River Reservation of La Point Agency, adopted the following resolutions:

Resolved, That whereas the interests, welfare, and advancement of the condition of the Indians belonging to the above-named reservations depend entirely upon the harmonious actions of the Indian agent in furthering the interests of said bands of Indians; also upon the honesty in the faithful performance of the duties of said Indian agent toward the Indians and the General Government.

Resolved, That whereas such harmonious action in the advancement of the interests of the Indians and the General Government by Agent James T. Gregory, does not exist, and that the unfaithfulness of Agent James T. Gregory in the performance of his duties has been substantially established, as set forth in our several complaints to the Secretary of the Interior and the Indian Commissioners.

Whereas, that under such circumstances and relations with the present Indian agent, James T. Gregory, the interests of the Indians become seriously involved on account of the reasons herein set forth:

Resolved, That the Secretary of the Interior and the Indian Commissioners be, and are hereby, urgently requested to suspend and remove Indian Agent James T. Gregory, and fill the office thus made vacant with an honest, reliable, efficient person.

The foregoing resolutions are unanimously adopted after a careful investigation and due deliberation by the following representative men of the above-named reservations:

TCHIGAKIASH (his x mark).

ANAKWADOONS (his x mark).

Bad River Reservation.

J. B. DENOMIE,

Delegate.

ANNIMOSSING (his x mark).

INDIBENS (his x mark).

SONG GAKAMIGONS (his x mark).

Fond du Lac Reservation.

GISHIASH (his x mark).

BIMASAGISHICK (his x mark).

NOONJEGUAIAN (his x mark).

Lac Court Oreilles Reservation.

Witness:

Jacob Sky,

George W. Armstrong.

J. I. Coffey.

(Filed February 29, 1888.)

The SECRETARY OF THE INTERIOR AND INDIAN COMMISSIONER,

Washington, D. C.

WASHINGTON, D. C., *March 1, 1888.*

DEAR SIR: We, the undersigned delegates of the Chippewa Indians of Lake Superior, request (earnestly) that Indian Agent Gregory and Government Farmer G. W. Walker be removed from their offices (that this is one reason we have endeavored to come to Washington), on the ground that they do not work for the interest and welfare of the Indians, but, on the contrary, they are working for the interest of certain lumber companies, one of whom is the Superior Lumber Company, Ashland, Wis., and he (the Indian agent) is the cause of our logs to be sold for a little more than one-half the real value, besides the enormous waste, both in scale and in cutting of our timber; and he is cross to us, and does not listen to us whenever we make complaints on the way we are treated. All of the above facts, all of which we can prove; and that there are parties, namely, Ed. Haskins, Ed. Brown, and Rod Ogary, logging on unpatented lands on the reservation, one of whom has not got contract with the Indian owning the timber.

They also often cut timber outside of these lines, for which they were never made to settle by the agent after being told of the facts, all of whom logs for the Superior Lumber Company, and in one case the agent and the farmer caused an Indian to be removed from his band and his work, causing him a great deal of damage, because he, the Indian, would not sell his timber to said Superior Lumber Company; he threatened the Indian to take his logs away from him, or anybody else, who would buy the said logs, and deprive him of all benefits therefrom. The lands, viz, lots 6 and 9 on section 1, and lot 7 on section 2, and southwest one-fourth, northeast one-fourth, section 12, all on township 46, range 3 west, was duly allotted to said Indian (Jo Wagnabosho), by council in 1886, and when a trespass was committed on said land last winter, the agent caused the parties trespassing to pay the money to said Indian as recognized owner of said land, and the Government farmer granted him authority to cut and sell

his timber, but he was stopped cutting when they found out he was not going to sell to Superior Lumber Company. We therefore request you to cause those logs to be restored to said owner as soon as it can be done with convenience.

ANAKWADONS, (his x mark.)
JOHN B. DENOMIE,
ANTOINE DENOMIE.

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

Filed March 1, 1888.

The COMMISSIONER OF INDIAN AFFAIRS:

The bands of Lac de Flambeau Chippewa Indians respectfully address to you the following inquiries and statements touching matters which concern their rights:

They desire to know why their reservation has been located 1 mile north of the line which they supposed had been agreed upon as the northern and southern boundaries of the reservation. The effect of this erroneous location has been to exclude from the reservation a strip of finely-timbered land, 14 miles long and 1 mile in width, and to put into its place on the northern boundary a desert strip of the same area.

They desire to know by what authority the Milwaukee, Lake Shore and Western Railroad has located a railroad line within the reservation and is about to build a railroad.

They desire to know under what authority white men have gone on their reservation and cut down timber on the school sections.

They desire to know under what authority white men have gone on the reservation and cut down timber on lands still held in common.

They beg to be informed what number of allotments have been made by the Government in the year 1887 and up to date within the reservation, and what is the area of the same.

They desire to know whether any person has been appointed by the Government Indian farmer on their reservation, and if one has been appointed, when he was appointed. If any person has been so appointed they respectfully request that he be removed on the ground that he has rendered no service in that character.

They desire to know whether any white woman has been appointed school-teacher on the reservation. One is now on the reservation claiming to be school-teacher who is entirely unfit for the position, and should be removed and her place be supplied by another.

They respectfully join in the request made by other bands of Indians for the removal of James T. Gregory as Indian agent on grounds similar to those alleged by them. They add to the statement made on that subject that, in their opinion, he is not performing his duties in a proper manner. Should a commission be appointed to inquire into these allegations, they ask that they may be allowed to name one of the commission.

WA-SA-GWA-NABE (his x mark.)
MA-DWA-GA-SANG (his x mark.)
HENRY LINCH (his x mark.)

Witness:

J. I. COFFEY.

(Filed March 1, 1888.)

The COMMISSIONER OF INDIAN AFFAIRS:

The bands of the Lac Court Oreilles Chippewa Indians respectfully address to you the following inquiries and statements touching matters which concern their rights:

They desire to know by what authority white men have cut timber on the land held in common on the reservation. They have made repeated inquiries of the Indian farmer in regard to these depredations, and have been able to get from him no satisfactory explanation in regard to them.

They desire to know by what authority timber has been cut on the minor's land embraced in the reservation.

They desire to bring to your attention the fact that through the neglect or inefficiency of the Indian agent, they have obtained entirely inadequate prices for timber cut upon the allotted lands, and that in other cases timber has been cut on the allotted lands without any contract at all.

They desire, in case a commission should be appointed to inquire into these allegations, to have the privilege of naming one of the commissioners, in order that their rights may be duly protected.

CHARLES HEADFLYE.
PIMASIGHIG (his x mark).
GESHEEASHEA (his x mark).

Witness:

J. I. COFFEY.

Filed March 1, 1888.

ODANAH, WIS., BAD RIVER RESERVATION,
La Pointe Agency, February 18, 1888.

DEAR SIR: We, the Indians of this reservation, assembled at council, this 18th day of February, A. D. 1888, and the following resolutions was adopted, to ascertain the boundaries of the above-named reservation. Resolved that,

Whereas, according to the treaty of 1854, by Henry C. Gilbert, agent for the United States, and the Chippewas of Lake Superior, the boundaries of a tract of land set aside at said treaty as a reservation for the La Pointe band of Indians are not being duly recognized by the white man according to the specification of said treaty, the boundaries that were agreed upon according to the understanding of the Indians present at said treaty be duly defined and submitted to the Secretary of the Interior and to the Commissioner of Indian Affairs, which are as follows. According to the treaty of 1854 the boundaries of this reservation was defined by the Indians as follows, to wit:

Beginning on the south shore of Lake Superior, in the State of Wisconsin, about 1 mile west of Montreal River, at the mouth of Kitchishibiwisko (Big Creek), a line running thence directly south to a point across Odapinkesioing (Potato River), near the foot of the Penokee iron range, thence a line running directly west to a point directly south of the mouth of Shawano Creek, which empties in Lake Superior near Bay City, thence a line running directly north to the mouth of Shawano Creek, Bay City, thence a line running nearly northeast to a point on Chegwamikon Point, about 4 miles out from the mainland, at the old Indian portage, thence a line running nearly southeast to the point of beginning.

That the white man is coming inside of those boundaries and trespass on our timber, of which he has cut by whole sections and taken it away and sold it without our consent, but under protest, and this has been done with the knowledge of the Indian Agent Gregory. When we went to Gregory and told him of those trespasses, he told us that the Government had permitted this timber to be cut from the reservation. When this tract of land was reserved for our use we understood that everything thereon was also reserved for our exclusive use and benefit. The white man has also taken from us a large and best tract of land lying nearly in the center of our village, and has gone so far as to sell the same to Indians and white men in small fractions for sums of money ranging from \$40 to \$50 for each fraction or lot. Gregory is also cognizant of this fact. Gregory even went so far as to retain \$50 from an Indian to pay a white man for a lot which the Indian agreed to buy. Also that a certain company operating in Ashland, Wis., had constructed a boom across Bad River, a stream running through the center of our reservation its entire length, on the banks of which we have our gardens and hay-fields in the spring of each year. This boom becomes completely blocked and jammed with logs, which holds the water back and causes the overflow of our lands, gardens, and hay-fields, thereby damaging our crops, hay-fields, and rendering the land useless. Our cellars are overflowed, and in many cases causing the water to raise high enough to run into our houses. It also renders the river useless to navigate with our boats and canoes nearly the entire season. We have told Gregory to intercede for us and have the boom removed, and he has never done anything for us. In one case our crops were completely destroyed by the water and logs running over our garden, and the ground washed away.

There are also a number of cases where Indians who belong upon other reservations, who come here and make selections of land upon our reservation, and contract to sell and cut the timber upon such selections before the claims have been granted by council.

In the fall of 1885 Agent Gregory insisted upon having the timber cut from this reservation being graded into two classes. For the first grade the Indians should receive \$6, and for the second grade they should receive \$4.50 banked. The Indians do not understand why their timber should be graded into two grades. If a piece of such timber should be defective and not up to the standard, it is a very easy matter to deduct sufficiently in the scale to make good the deficiency in the remainder of the timber, as is done in all other cases of this kind. Although the Indians insisted that their timber be graded under one class, and any deficiency in the timber be made

good in the scale, but Gregory would not consent to this and gained his point through weakness of the Indians.

James Blackbird entered a claim in the center of our village, known as the Government or Indian Farm, having been cleared by us for such purpose, to be used by us in common, and was intended to be used for farming purposes by the Indians who desired to do so, and not for one man to monopolize the same. This man, James Blackbird, secured this land by the aid of the Indian Commission, and under the protest of the Indians in common or as a body, and we want the Government to annul the patent issued on said land, and allow said land to remain as common property for the Indians for garden and farming purposes.

And the Indians request the Commissioner of Indian Affairs to have the agent (Gregory) be removed, as he surely does not do anything for their interest, but, to the contrary, causing the Indians to be greatly misused. The Indians also request the Commissioner to give them authority to choose their own men as Government employes on their reservation. Also investigating their affairs, and be paid the same as those appointed by the Department. We would also wish to know why the agent makes payment on only a few of the reservations.

JOHN B. DENOMIE.
ANTOINE DENOMIE.
ANAKWADOENS (his x mark), or
LITTLE CLOUD.
GESKETAWAY (his x mark).

Witness:

J. I. COFFEY.

The SECRETARY OF THE INTERIOR AND INDIAN COMMISSIONER,

Washington, D. C.

(Filed March 1, 1888.)

By the CHAIRMAN:

Q. Have you anything further to produce to the committee this morning?—A. I produce an abstract of timber contracts made by the Fond du Lac Indians with Patrick Hynes for the season of 1887-'88, received in the Indian Office since the last meeting of the committee.

Q. Please give the date when they were received?—A. They were received March 13, 1888.

The abstract referred to by the witness is as follows:

List of timber contracts made by the Fond du Lac Indians with Patrick Hynes, for season 1887-'88 (received in Indian Office March 13, 1888.)

Date.	No.	Name of Indian.	Quantity.	Price per M ft.
			<i>Feet.</i>	
Oct. 8, 1887	1	Louis Pettite	100,000	\$5.00
Oct. 5, 1887	2	Joe Naganat	100,000	5.00
Aug. 27, 1887	3	Joe Smith	100,000	5.00
Aug. 8, 1887	4	Joseph Lavarge	100,000	5.00
Dec. 7, 1887	5	Sophia Newaygo	100,000	5.00
Dec. 30, 1887	6	Ne-ga-ni-kwe	100,000	5.00
Sept. 22, 1887	7	Joe Pappio	100,000	5.00
Oct. 16, 1887	8	Adelaide Clark	100,000	5.00
Sept. 2, 1887	9	Joseph Coburn	100,000	5.00
Oct. 29, 1887	10	Shab-way-way	100,000	5.00
Sept. 13, 1887	11	Joseph Honlé, jr	100,000	5.00
Nov. 7, 1887	12	Ga-da-e-gan-e-kwe	100,000	5.00
Sept. 6, 1887	13	Peter Anamosung	100,000	5.00
Aug. 2, 1887	14	Lavearge, Frank	100,000	5.00
Sept. 21, 1887	15	Maggie Skye	100,000	5.00
Oct. 20, 1887	16	Bid-we-we-gi-jig	100,000	5.00
Oct. 6, 1887	17	Annie Winters	100,000	5.00
Sept. 17, 1887	18	Charles Cadotte	100,000	5.00
Sept. 26, 1887	19	Lizzie Naganab	100,000	5.00
Jan. 11, 1888	20	Louise Naganab	100,000	5.00
Nov. 29, 1887	21	Charlotte Martin	100,000	5.00
Oct. 18, 1887	22	Peter Anamosung	100,000	5.00
Sept. 14, 1887	23	Frank Cadotte	100,000	5.00
Sept. 14, 1887	24	M. A. Simon	100,000	5.00

List of timber contracts made by the Fond du Lac Indians, etc.—Continued.

Date.	No.	Name of Indian.	Quantity.	Price per M ft.
			<i>Feet.</i>	
July 21, 1887	25	Engeno Donaldson.....	100,000	\$5.00
Oct. 5, 1887	26	Mary Martell.....	100,000	5.00
Oct. 8, 1887	27	Maggie Skye.....	100,000	5.00
Nov. 29, 1887	28	Therese Sexton.....	100,000	5.00
Nov. 29, 1887	29	Elizabeth Brown.....	100,000	5.00
Oct. 11, 1887	30	Edward Mitchell.....	100,000	5.00
Jan. 25, 1888	31	Ben Lego.....	100,000	5.00
Sept. 26, 1887	32	do.....	100,000	5.00
Dec. 20, 1887	33	Maggie Charloux.....	100,000	5.00
Sept. 12, 1887	34	Kate Buby.....	100,000	5.00
Sept. 2, 1887	35	Levi Cadotte.....	100,000	5.00
Nov. 17, 1887	36	Josette Defoe.....	100,000	5.00
July 5, 1887	37	John Jibaway.....	100,000	5.00
Dec. 8, 1887	38	David Ruttle.....	100,000	5.00
Sept. 1, 1887	39	Edward Smith.....	100,000	5.00
Jan. 3, 1888	40	Mary Legard.....	100,000	5.00
Nov. 1, 1887	41	Susan Posey.....	100,000	5.00
Sept. 28, 1887	42	Nancy Gurnoe.....	100,000	5.00
July 5, 1887	43	John Wa-ba-no.....	100,000	5.00
Sept. 22, 1887	44	Hattie Martell.....	100,000	5.00
Feb. 10, 1887	45	Maggie Posey.....	100,000	5.00
July 11, 1887	46	Elizabeth Gouge.....	100,000	5.00
Dec. 21, 1887	47	Angelique Pettitte.....	100,000	5.00
Aug. 26, 1887	48	Mary Pettitte.....	100,000	5.00
Oct. 22, 1887	49	Charlotte Cadotte.....	100,000	5.00
Oct. 12, 1887	50	Levi Lego.....	100,000	5.00
Dec. 21, 1887	51	Joseph Pettitte.....	100,000	5.00
Sept. 9, 1887	52	Peter Chatlin.....	100,000	5.00
Sept. 16, 1887	53	Joseph Fregeau.....	100,000	5.00
July 11, 1887	54	Isabelle Williams.....	100,000	5.00
July 11, 1887	55	Angelique La Fave.....	100,000	5.00
July 23, 1887	56	William Coffey.....	100,000	5.00
Jan. 2, 1888	57	Josette Pettitte.....	100,000	5.00
Sept. 9, 1887	58	Joe Pappio.....	100,000	5.00
Oct. 22, 1887	59	William Coffee.....	100,000	5.00
July 14, 1887	60	Mary E. Fregeau.....	100,000	5.00
Oct. 15, 1887	61	Joe Smith.....	100,000	5.00
Sept. 13, 1887	62	James Chatlin.....	100,000	5.00
Sept. 13, 1887	63	Nat-awa-shik.....	100,000	5.00
Nov. 6, 1887	64	Frank Montray.....	100,000	5.00
Dec. 13, 1887	65	Edward Smith.....	100,000	5.00
July 7, 1887	66	Frank Roussain.....	100,000	5.00
July 30, 1887	67	Edward Rabideaux.....	100,000	5.00
Oct. 24, 1887	68	Eliza Martell.....	100,000	5.00
Aug. 3, 1887	69	Mary Ann Makedimigokwe.....	100,000	5.00
July 9, 1887	70	Joseph La Fave.....	100,000	5.00
July 21, 1887	71	Marcelline Contier.....	100,000	5.00
Nov. 23, 1887	72	Ed Robibeaux.....	100,000	5.00
Sept. 29, 1887	73	Mad-jist-kung.....	100,000	5.00
Nov. 22, 1887	74	Mary Robideaux.....	100,000	5.00
Aug. 8, 1887	75	Joseph St. John.....	100,000	5.00
Oct. 5, 1887	76	Mary Ruttle.....	100,000	5.00
Jan. 17, 1888	77	John Osangi.....	100,000	5.00
Sept. 26, 1887	78	Isabelle Lemieux.....	100,000	5.00
Aug. 27, 1887	79	Delma Fregeau.....	100,000	5.00
Feb. 14, 1888	80	Angelique La Fave.....	100,000	5.00
Nov. 12, 1887	81	Mek-wa-mi-wi-gi-jig.....	100,000	5.00
Sept. 30, 1887	82	Mary Draw.....	100,000	5.00
Dec. 30, 1887	83	Wa-bish-ka-be-kwe.....	100,000	5.00
Aug. 15, 1887	84	Joe De Foe.....	100,000	5.00
Aug. 24, 1887	85	Peter Morisett.....	100,000	5.00
Aug. 20, 1887	86	Catherine Lord.....	100,000	5.00
Nov. 25, 1887	87	Delma Fregeau.....	100,000	5.00
Jan. 12, 1888	88	Antoine LaFave.....	100,000	5.00
Nov. 16, 1887	89	Julia Lemieux.....	100,000	5.00
Nov. 1, 1887	90	Antoine Martell.....	100,000	5.00
Dec. 20, 1887	91	Julius Cadotte.....	100,000	5.00
Oct. 10, 1887	92	Sophia A. Naganab.....	100,000	5.00
Feb. 10, 1888	93	Mash-que-sance.....	100,000	5.00
Sept. 12, 1887	94	Emma Scott.....	100,000	5.00
Dec. 20, 1887	95	Eugene Danielson.....	100,000	5.00
Sept. 12, 1887	96	Eliza Scott.....	100,000	5.00
Jan. 30, 1888	97	Shab-way-way.....	100,000	5.00
Oct. 15, 1887	98	Margaret Martell.....	100,000	5.00
Sept. 12, 1887	99	John McCarty.....	100,000	5.00
Jan. 23, 1888	100	Hattie Martell.....	100,000	5.00
July 9, 1887	101	Nancy Gouge.....	100,000	5.00
Oct. 15, 1887	102	Margaret Martel.....	100,000	5.00
Sept. 13, 1887	103	Charles Cadotte, Jr.....	100,000	5.00

List of timber contracts made by the Fond du Lac Indians, etc.—Continued.

Date.	No.	Name of Indian.	Quantity.	Price per M ft.
			<i>Feet.</i>	
Sept. 9, 1887	104	Annie Cadotte	100,000	\$5.00
Feb. 7, 1888	105	Eliza Scott	100,000	5.00
Sept. 1, 1887	106	Peter Lemieux	100,000	5.00
Sept. 9, 1887	107	Frank Jackson	100,000	5.00
Feb. 2, 1888	108	Joe Martin	100,000	5.00
Sept. 29, 1887	109	Be-ma-shi-kwe	100,000	5.00
Oct. 24, 1887	110	Louis LaPrairie	100,000	5.00
Feb. 22, 1888	111	Emma Skye	100,000	5.00
July 14, 1887	112	Mary Dubrey	100,000	5.00
Sept. 15, 1887	113	Joe Coburn	100,000	5.00
July 7, 1887	114	Josephine Fregeau	100,000	5.00
Dec. 13, 1887	115	Marceline Couture	100,000	5.00
Sept. 17, 1887	116	Frank Blair	100,000	5.00
Sept. 12, 1887	117	Frank Duquette	100,000	5.00
July 8, 1887	118	Sophia Roberts	100,000	5.00
Sept. 24, 1887	119	Charles Thompson	100,000	5.00
July 26, 1887	120	Joseph Landrie	100,000	5.00
July 9, 1887	121	Louis McKenzie	100,000	5.00
Aug. 26, 1887	122	Sophia H. Na-ga-nab	100,000	5.00
Oct. 10, 1887	123	Lizzie Landrie	100,000	5.00
July 14, 1887	124	Maggie Bungo	100,000	5.00
July 14, 1887	125	Maggie Martineaux	100,000	5.00
Nov. 6, 1887	126	Josette Landrie	100,000	5.00
July 20, 1887	127	Leo Lord	100,000	5.00
Sept. 26, 1887	128	Charels Lord	100,000	5.00
Jan. 2, 1888	129	Frank De Foe	100,000	5.00
Aug. 27, 1887	130	Isabelle Martineaux	100,000	5.00
July 20, 1887	131	Philomen Lord	100,000	5.00
Aug. 30, 1887	132	Frank Lemieux	100,000	5.00
Feb. 2, 1888	133	Julia DeFauld	100,000	5.00
Dec. 16, 1888	134	Elizabeth Gouge	100,000	5.00
Dec. 21, 1888	135	Wa-ba-tow	100,000	5.00
Feb. 4, 1888	136	Adelaide Clark	100,000	5.00
July 7, 1887	137	Charles Fregeau	100,000	5.00
Oct. 28, 1887	138	Louis Schotlin, Jr.	100,000	5.00
Jan. 25, 1888	139	Frank La Duc	100,000	5.00
Aug. 25, 1887	140	Antonie Couture	100,000	5.00
July 14, 1887	141	John Wa-mi-gwan	100,000	5.00
Feb. 2, 1888	142	do	100,000	5.00
July 13, 1887	143	Louise Na-ga-nab	100,000	5.00
Aug. 1, 1887	144	Josette La Fave	100,000	5.00
July 11, 1887	145	Susan De Foe	100,000	5.00
Oct. 6, 1887	146	Cecile Michael	100,000	5.00
Sept. 13, 1887	147	Peter Petite	100,000	5.00
Sept. 9, 1887	148	John McKenzie	100,000	5.00
Oct. 6, 1887	149	Josette Landrie	100,000	5.00
Oct. 8, 1887	150	Maggie McKenzie	100,000	5.00
Nov. 10, 1887	151	Lizzie Roussain	100,000	5.00

By the CHAIRMAN:

Q. What other papers do you desire to submit to the committee?—
 A. I have copies of the telegrams which have been sent by the Commissioner of Indian Affairs to Agent Gregory, and the replies thereto. The CHAIRMAN. Hand them to the reporter to go into the record. The telegrams referred to by the witness are as follows:

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
 Washington, D. C., March 9, 1888.

To GREGORY,
 Agent, Ashland, Wis.:

Are any white men cutting timber on any reservation under your charge; and, if so, by what authority, and on what reservation?

J. D. C. ATKINS,
 Commissioner.

[Telegram.]

ARLINGTON HOTEL,
Hot Springs, Ark., March 10, 1888.

To COMMISSIONER INDIAN AFFAIRS,
Washington, D. C. :

On all reservations where logging is being done white men are more or less employed, but strictly in accordance with my instructions Indians in all cases are given preference, and none who will work are denied, and it is not only necessary but beneficial to allottees and the Indian laborers. I will be here three weeks.

GREGORY,
Agent.

(Received in Indian Office on date.)

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., March 10, 1888.

To J. T. GREGORY,
Arlington Hotel, Hot Springs, Ark. :

Your dispatch unsatisfactory. Are any white men cutting timber on reservations? If so, how many, who employed them, and by what authority?

J. D. C. ATKINS,
Commissioner.

[Telegram.]

ARLINGTON HOTEL,
Hot Springs, Ark., March 10, 1888.

To COMMISSIONER INDIAN AFFAIRS,
Washington, D. C. :

I am not certain that I understand your inquiry. The white men cutting timber, referred to in my message, are there in the employ of allottees (*sic*). Allottees (*sic*) sell their logs delivered on bank of streams, and then generally make a contract with experienced loggers to bank them. Some are able to bank logs themselves. In both cases experienced and skilled white men are employed for special duties, and when Indians can not be had, white men are employed as common hands. I can not tell how many white men are thus employed. Those so employed are there under my authority. In this respect it is the same as has been done every year heretofore.

GREGORY,
Indian Agent.

(Received in Indian Office March 11.)

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., March 13, 1888.

To GREGORY,
Agent, Ashland, Wis. :

You will immediately put a stop to the cutting and felling of trees on all reservations under your charge, whether under existing contracts with Indians or otherwise. Charge Indian Office.

J. D. C. ATKINS,
Commissioner.

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., March 13, 1888.To ACTING INDIAN AGENT,
Ashland, Wis. :

Gregory subpoenaed to appear here before Senate committee. Send to this office at once, by express, all official books and papers connected with logging operations on the various reservations within the agency, including all contracts and bonds hitherto made.

Charge Indian Office.

J. D. C. ATKINS,
Commissioner.

By the CHAIRMAN :

Q. I will ask you about the telegram from Agent Gregory to the Commissioner, of March 10, in which the word "allotter" is used?—A. I have looked at that telegram very closely and I make the word out to be "allotter." It evidently means "allottees;" it can not be anything else.

Q. Therefore it means the Indians?—A. Yes, sir.

Q. Who had the word "sic" put in there?—A. I had it put in there in order to call attention to the word. The allotter is the Government or special agent.

Q. Have you anything else to produce?—A. No, sir.

Q. Can you state when the Commissioner will be ready to submit copies of other papers called for?—A. I can not state precisely. There is a great mass of correspondence and it is very difficult to separate it so as to cover everything you want. We have three type-writers at work and will get the papers ready as speedily as possible. It may, however, take some days to complete it.

The CHAIRMAN. What the committee desire in reference to the four subjects mentioned in the letter of the chairman to the Commissioner dated March 12, 1888, is, as expressed in the last line, "copies which will fairly and fully exhibit the above subjects to the committee;" and of course the Commissioner must be the judge of that, in the first instance certainly.

The WITNESS. The Commissioner has instructed me to prepare everything that can possibly be of service to the committee, and I am going through all the papers and having them prepared as rapidly as possible.

The Commissioner authorizes me to submit this question to the committee. I have here a report of logging operations of Agent Gregory for the season of 1886-'87. He desires the committee to look at that statement and instruct him whether they want full copies of matters of that kind.

Q. Is the paper which you produce the original?—A. Yes, sir; it is the original paper.

Q. Is that the report for the whole of the agencies or only in reference to the Court Oreille Reservation?—A. It goes over all of them. It refers to other reservations; they are all distinguished in that list. But this is the whole report for that season; that is to say, it is the table of statistics; the report itself is a separate document.

The CHAIRMAN. I will say this for the present, that we would like the Commissioner, when he submits the reports themselves, to omit making copies of the tables, but to bring them up with him and allow them to be inspected, and we will then determine whether they shall be printed or not. We would like to examine them all and see the reports which they accompany, but they need not be copied at present. Have you anything further?

The WITNESS. There is one thing I would like to state. Late in the evening of the 14th of March there was received in the Indian Office 37 additional contracts in respect to the Court Oreille Reserve, and 54 in respect to the Lac de Flambeau Reserve.

The CHAIRMAN. Of which you have not yet made a list?

The WITNESS. No, sir; I have not made the list, for they have not yet come to my desk.

The CHAIRMAN. I will ask you to furnish that list as soon as finished, prior to furnishing the other documents. I will ask you with reference to the lists produced to-day of the Patrick Hynes contracts, whether the contracts themselves show the lot of land of each Indian?

The WITNESS. I presume so, although I have not examined the contracts personally; but every contract does show the allotment on which the timber is cut.

The CHAIRMAN. The Sergeant-at-Arms informs me that he has received a telegram from Agent Gregory at Hot Springs, Ark., stating that he will go to Ashland and get the records and bring them here, and will arrive in Washington on next Tuesday. The committee will therefore adjourn until that time.

The select committee then adjourned until Tuesday, March 20, 1888, at 10.30 o'clock a. m.

WASHINGTON, D. C., *Tuesday, March 20, 1888.*

The select committee met, pursuant to adjournment, at 10.30 o'clock a. m. Present, the chairman (Senator Chandler) and Senator Blackburn.

TESTIMONY OF HENRY E. HINDMARSH.—Recalled.

HENRY E. HINDMARSH was recalled and further examined.

By the CHAIRMAN:

Q. Have you any additional copies of papers from the Indian Office to furnish to the committee?—A. No, sir; there are no additional copies ready yet of the papers called for. I produce, however, a list of timber contracts made by the Lac de Flambeau allottees with A. M. Sherman for the present season, numbering 42, and also that of the Lac de Flambeau allottees with Joseph Allen for the present season, numbering 12, received in the Indian Office March 16, 1888.

I also produce a list of timber contracts made by the Court Oreille allottees for the season of 1887-'88, with England, Thomas & Clark, numbering 37, received in the Indian Office March 16, 1888; also a list of timber contracts made by allottees on the Bad River reserve for the season of 1887-'88, with Alphonse A. Maxim, jr., numbering 18, received in the Indian Office March 17, 1888; also a list of six contracts made by the Bad River allottees with Peter P. Ferguson, all of this present season.

The papers referred to by the witness are as follows:

1 A.

List of timber contracts made by Lac du Flambeau allottees for season 1887-1888. (Received in Indian Office March 16, 1888.)

CONTRACTS WITH A. M. SHERMAN.

Date.	No.	Name of Indian.	Quantity.	Price per thousand feet.
1887.			<i>Feet.</i>	
July 26	1	Ni-gan-i-gi-ji-go-kwe.....	50,000	\$5.00
July 14	2	Ki-ni-wa-na-kwat.....	50,000	5.00
Nov. 5	3	John Gagons.....	50,000	5.00
Nov. 14	4	Ni-tum-i-gi-ji-go-kwe.....	50,000	5.00
July 4	5	Ko-to-kwe.....	50,000	5.00
July 8	6	Mis-ko-gi-ji-go-kwe.....	50,000	5.00
July 9	7	Ta-wi-gi-ji-go-kwe.....	50,000	5.00
July 8	8	Wl-i-an.....	50,000	5.00
July 17	9	Wa-la-kwa-ka-mi-go-kwe, No. 2.....	50,000	5.00
July 7	10	Mi-no-gi-ji-guk.....	50,000	5.00
Aug. 8	11	Mi-gi-sins.....	50,000	5.00
July 17	12	A-ta-ge-kwe.....	50,000	5.00
Sept. 27	13	Ochi-wa-si-no-kwe.....	50,000	5.00
July 4	14	Ga-hi-gi-jig.....	50,000	5.00
July 1	15	Pi-ta-wi-gi-ji-go-kwe.....	50,000	5.00
July 1	16	Wa-dia-kwa-o.....	50,000	5.00
July 28	17	Wa-ka-wis-kung.....	50,000	5.00
July 28	18	Ba-twan-e-gun.....	50,000	5.00
July 28	19	Be-ba-ma-shi.....	50,000	5.00
July 2	20	Ma-ji-kiw, No. 1.....	50,000	5.00
July 6	21	Seka-si-ge-kwe.....	50,000	5.00
July 20	22	Me-shi-o-kwe.....	50,000	5.00
July 2	23	Gwe-ki-ga-bow.....	50,000	5.00
Nov. 1	24	Bos-we-we-gi-jib.....	50,000	5.00
July 6	25	O-ji-chog.....	50,000	5.00
Aug. 8	26	Ga-wi-ta-we-wi-dang.....	50,000	5.00
July 8	27	Ne-ga-ni-gi-jig.....	50,000	5.00
July 8	28	Charlie Starr.....	50,000	5.00
July 28	29	Ogi-shi-ashi.....	50,000	5.00
July 9	30	Ne-na-i-gi-jig.....	50,000	5.00
Oct. 17	31	Joe Sha-da-mo.....	50,000	5.00
July 16	32	Osa-wa-ka-mi-go-kwe.....	50,000	5.00
July 6	33	Ga-gi-ge-iash.....	50,000	5.00
July 7	34	Bin-di-ge-as-si-no-kwe.....	50,000	5.00
Sept. 27	35	Ke-bi-chi-gi-jig.....	50,000	5.00
July 1	36	Oga-be-gi-ji-go-kwe.....	50,000	5.00
July 7	37	Osha-wa-bi-go-kwe.....	50,000	5.00
Dec. 9	38	Ashi-bi-ko-kwe.....	50,000	5.00
Sept. 27	39	Wa-wa-shi-a-kwe.....	50,000	5.00
July 27	40	We-she-shi-og.....	50,000	5.00
July 29	41	Be-sha-ba-no-kwe.....	50,000	5.00
July 18	42	She-bi-ah.....	50,000	5.00

1 B.

CONTRACTS WITH JOSEPH ALLEN.

1887.				
July 11	1	Na-wa-kwe-ji-go-kwe.....	50,000	5.00
July 11	2	Na-wa-cum-a-go-kwe.....	50,000	5.00
July 11	3	Da-gi-ji-go-kwe.....	50,000	5.00
July 11	4	Si-ni-ki-gum.....	50,000	5.00
Oct. 10	5	Mi-ta-wa-ni-ni.....	50,000	5.00
July 30	6	O-sha-was-ko-gi-ji-jig, No. 1.....	50,000	5.00
July 30	7	Oge-ma-wa-bi-go-kwe.....	50,000	5.00
July 1	8	Kish-kan-a-kwad-o-kwe.....	50,000	5.00
July 29	9	Bim-we-we-gi-ji-go-kwe.....	50,000	5.00
July 25	10	Bo-da-ji-gi-wi-ni-ni.....	50,000	5.00
Aug. 10	11	Wa-bi-ke-kek.....	50,000	5.00
July 12	12	Ni-gi-ni-gi-jig, No. 2.....	50,000	5.00

1. C.

List of timber contracts made by Lac Court Oreilles allottees, for season 1887-'88. (Received in Indian Office March 16, 1888.)

CONTRACTS WITH ENGLAND, THOMAS, AND CLARK.

Date.	No.	Name of Indian.	Quantity.	Price per thousand feet.
1887.			<i>Feet.</i>	
Oct. 25	1	Bam-pi-oo.....	100,000	\$6.00
Nov. 19	2	Ni-tam-i-gi-gi-do-kwe.....	100,000	5.75
Nov. 8	3	Mino-gi-jig.....	100,000	5.50
Oct. 21	4	Charley Denashe.....	100,000	5.75
Nov. 23	5	Ni-ga-ni-gi-gi-go-kwe.....	100,000	5.50
Nov. 9	6	Sennis La Rush.....	100,000	6.50
Oct. 3	7	Ge-we-taw-ge-zhig.....	100,000	6.00
Oct. 31	8	A-wan-se-kway.....	100,000	6.00
Nov. 10	9	Ma-ne-do-gwi-wi-zins.....	100,000	5.50
Nov. 10	10	Bi-da-sin-o-kwe, second.....	200,000	5.75
Nov. 10	11	Bi-ji-kins, second.....	300,000	5.75
Oct. 27	12	Maggie La Rush.....	100,000	6.50
Oct. 3	13	Mitto-go-mish An-jigabow.....	100,000	6.00
Nov. 4	14	Harriet Duprey.....	100,000	6.75
Oct. 22	15	Louis Beauregard.....	200,000	6.00
Oct. 15	16	Na-sa-wa-gi-sis.....	100,000	6.00
Oct. 23	17	Maw-sa-na-kwet.....	100,000	5.75
Nov. 1	18	Charley Ka-gi-di-a-kwe.....	200,000	6.00
Oct. 14	19	Frank Beauregard.....	100,000	6.25
Oct. 12	20	Nub-i-na-cum-i-go-kwe.....	100,000	6.00
Nov. 3	21	Sophia La Rush.....	100,000	6.00
Oct. 10	22	Na-men-se.....	200,000	5.25
Oct. 4	23	Mis-ko-a-gi-jig.....	200,000	5.25
Oct. 10	24	Zhen-o-wa.....	100,000	5.75
Oct. 27	25	Aki-wens Api-con.....	100,000	5.75
Oct. 3	26	Be-si-bans.....	100,000	5.25
Oct. 1	27	Be-bwe-ni.....	100,000	5.75
Oct. 1	28	Ota-wa.....	50,000	5.25
Oct. 3	29	Alex. Whitefeather.....	100,000	6.00
Oct. 5	30	John Diamond.....	300,000	6.00
Oct. 6	31	Levi Lagoo.....	100,000	6.00
Oct. 6	32	Mo-ni-si-ni-ni.....	100,000	5.00
Oct. 4	33	Ga-gi-gi-gi-go-kwe Ki-no-shaw.....	100,000	6.00
Nov. 5	34	An-gi-gi-zis.....	100,000	5.50
Oct. 13	35	Gish-ki-ta-wag.....	100,000	5.50
Oct. 11	36	Ogi-da-ka-mi-go-kwe.....	100,000	5.75
Nov. 10	37	Chin-gwe.....	100,000	5.50

List of timber contracts made by Bad River allottees, for season 1887-'88. (Received in Indian Office March 17, 1888.)

CONTRACTS WITH ALPHONSE A. MAXIM, JR.

Date.	No.	Name of Indian.	Quantity.	Price per M feet.
1887.			<i>Feet.</i>	
Oct. 25	1	Joseph Current.....	100,000	\$8.00
10	2	Oge-wanse.....	100,000	6.00
5	3	Oge-manse.....	100,000	6.00
Dec. 10	4	Wa-boz.....	100,000	6.00
Oct. 25	5	Na-wa-kwa-ge-shik, or John Smart.....	100,000	6.00
Nov. 1	6	Wa-boze-vin-de-moia.....	100,000	6.00
10	7	Mary Amouse.....	100,000	6.00
Oct. 18	8	May-no-kaw-se.....	100,000	6.00
Nov. 1	9	Day-daw-ka-ni-osh.....	100,000	6.00
Sept. 30	10	Ma-ka-de-ni-ko-maie.....	100,000	6.00
Oct. 18	11	Ta-ba-sa-sin-no-kwa.....	100,000	6.00
10	12	Thomas Haskins.....	100,000	6.00
Nov. 2	13	O-mash-ka-was-in-o-kwe.....	100,000	6.00
21	14	Ozhi-ba.....	100,000	6.00
Oct. 8	15	Edward B. Haskins.....	100,000	6.00
Nov. 21	16	Jack Frost.....	100,000	6.00
1	17	Me-no-ge-zhig-wa-be.....	100,000	6.00
21	18	Ke-che-ge-kwa-yosh.....	100,000	6.00

List of timber contracts made by Bad River allottees, etc.—Continued.

CONTRACTS WITH PETER P. FERGUSON.

Date.	No.	Name of Indian.	Quantity.	Price per M feet.
1887.				
Oct. 1	1	Mary Stoddard	100,000	6.00
10	2	Frank Belonger	100,000	6.00
10	3	William Morrin	100,000	6.00
10	4	Mary Cadottee	100,000	6.00
10	5	Henry La Pointe	100,000	6.00
10	6	Charlotte Belonger	100,000	6.00

The WITNESS. I will also state that I am advised by the files clerk of the Indian Office that on the 19th instant 31 contracts made by the Lac de Flambeau allottees with Charles H. Henry, were received in the Indian Office; also 23 contracts of Bad River Indians with Edward Hoskins, and 13 contracts of Bad River Indians with Edward Brown, a list of which will be furnished as soon as it can be made out; they have not come down to my desk yet.

Senator BLACKBURN. They were received on the 19th—yesterday?

The WITNESS. Yes, sir; the last were.

The CHAIRMAN. What can you state as to the time within which the various copies called for from the Indian Office will be completed and ready to furnish to the committee?

The WITNESS. I think in order to get them all completed and properly compared it will certainly take a week or perhaps ten days. A great deal of the correspondence has yet to be gotten up. Some of the communications I have seen are quite long and have a great number of exhibits with them. But we are getting along with them just as fast as we can, and working day and night at them.

Q. Has agent James T. Gregory reported at the Indian Office yet?—

A. I inquired this morning of the Assistant Commissioner and he said that he had not heard anything from him at all, but that he had heard that he was in town, though he was not certain about it, and I have not seen him.

The CHAIRMAN. I will recall Mr. Coffey for a few questions.

TESTIMONY OF JAMES I. COFFEY.—Recalled.

JAMES I. COFFEY was recalled and further examined.

By the CHAIRMAN:

Q. Have you examined the printed lists of contracts for the season of 1887-'88, printed in your testimony?—A. Yes, sir; those made by the Fond du Lac band of Indians.

Q. State whether you notice the names of any Indians in that list whose claims to allotments were rejected by the council in January; if so, please give the names.—A. Yes, sir; I found several; I made out a list of them and have it here.

Q. State how many you found?—A. There are fifteen that I am certain of.

Q. Of those whose claims were rejected by the council?—A. Yes, sir; who were rejected.

Q. Will you write out a list of those fifteen and hand it to the reporter?—A. I will do so.

The list of names furnished by the witness is as follows :

List of Indians whose claims to allotments were rejected by council in January.

Ben Lagoo.	Julia Defauld.	Delma Fragean (2).
Joseph Fragean.	Charles Fragean.	Sophia Roberts.
Edward Rabideaux.	Elizabeth Gange.	Elizabeth Gange.
Mary Rabideaux.	Mary E. Fragean.	Nancy Gange.
Peter Marisett.	Ed. Rabideaux.	
Josephene Fragean.	Delma Fragean (1).	

By the CHAIRMAN :

Q. State whether you find the names of others who had not received allotments up to the time of this council.—A. Yes, sir; I do; those on the Fond du Lac Reservation.

Q. How many do you find who did not receive allotments until the council in January?—A. There are thirty-nine I am certain of.

The CHAIRMAN. You need not make a list of those.

SÉNATOR BLACKBURN. Mr. Chairman, I would like to have him make a list of those.

The CHAIRMAN. Very well, then; also hand a list of those names as well to the reporter.

The list furnished by the witness is as follows :

List of Indians whose claims for lands were not allotted until January 23 and 24, 1888.

Bid-wa-we-gis-jig.	Margaret Martell.	Angeline La Fave.
Eugene Donaldson.	Louis La Prairie.	James Chatlin.
Theresa Saxton.	Frank Duquette.	Frank Montroy.
Kate Dubry.	Maggie Martineaux.	Joseph St. John.
John Waband.	Charles Lord.	Mary Drew.
Hattie Martell.	Louis Schotlin, jr.	Julius Cadatte.
Isabella Williams.	Maggie McKenzie.	Emma Scott.
William Coffey.	Charlotte Martin.	Hattie Martell.
Frank Raussian.	Mary Martell.	Frank Blair.
Marcelline Conlier.	Elizabeth Brown.	Louis McKenzie.
John O. Sargie.	Nancy Gurno.	Leo Lord.
Antone Martell.	Levi Cadatte.	Isabella Martineaux.
Sophia Nagarab.	Peter Chatlin.	John McKenzie.

By Senator BLACKBURN :

Q. Now let me ask you what you mean. You say there are fifteen names of Indians on that list whose contracts for the sale of timber have been approved by Agent Gregory that were never allowed allotments by the council?—A. Yes, sir; fifteen were rejected at the last council.

Q. Have they ever been allowed allotments before or since?—A. Not on our reservation.

Q. Have they been allowed allotments anywhere?—A. I do not know that.

Q. Could they have been allowed allotments on that reservation except by the consent of the council of that band?—A. No; in the way that we understood it at the time the council was held.

Q. Is any contract for the sale of timber ever approved unless the allotment has been agreed to by the council?—A. That I could not tell you.

Q. You do not know?—A. No, sir.

Q. Is there any law or regulation requiring that the council should approve an allotment before a contract for the sale of timber shall be made and approved?—A. I could not tell you that.

Q. Then all that you can say is that you find on that list 15 names of Indians with whom contracts for the sale of timber have been approved, which 15 Indians were refused allotments by the last council?—A. Those 15 Indians were refused their allotments at the last council, and in examining the list I find their names there as having made contracts to sell timber on those allotments.

Q. Do you know whether those contracts have been approved or not?—A. I could not say.

Q. You do not know?—A. No, sir.

Q. Do you know whether any of those 15 Indians have sold any timber or not?

The WITNESS. Before?

Senator BLACKBURN. Now.

A. Yes, sir; they told me so; several of them told me themselves.

Q. Which ones told you? Give their names.—A. Mary Frageau was one; in fact, she was the only one who ever told me in person.

Q. Nobody could tell you unless they did tell you in person, could they; how would they tell you unless they told you in person? Then that is the only one who told you?—A. Yes, sir.

Q. Who did she say she had sold her timber to?—A. To Hynes.

Q. What did she say she got for it?—A. She didn't tell me what she got for it.

Q. That was for this season?—A. Yes, sir.

Q. As to the others you do not know?—A. No, sir.

Q. Now, about these 39 that you find there; what is it that you say of them?—A. I say those 39 are the names which I find in that list.

Q. That is the list furnished by the Indian Office?—A. Yes, sir. They are the ones who had not been granted allotments before January 23 and 24, or had not been granted them until then.

Q. Were they granted them then?—A. Yes, sir.

Q. Have they sold that timber?—A. It appears so from what I see in the list.

Q. Do you know anything about it personally or in regard to any one of them?—A. Yes, sir.

Q. Well, tell how many, who they are, and what you know.—A. There is Marcelline Cotlier. She told me that she had sold her timber to Hynes.

Q. When did she tell you?—A. Some time in the fore part of the winter; I could not say when.

Q. Did she sell before or after her allotment papers appears to have been made?—A. I could not state exactly now which.

Q. Name any other one.—A. And Mary Drew.

Q. What did she tell you?—A. She told me that she sold her timber to Hynes.

Q. When did she tell you that?—A. She told me that some time ago; before Christmas, or just about Christmas.

Q. Before or after the allotment appears to have been made?—A. That was before.

Q. You are sure of that? What did she tell you she got for it?—A. She didn't state to me what she got.

Q. Did any of them tell you what they got?—A. I believe they did, but I don't recollect now what they did state.

Q. How came you to be inquiring into all these matters?—A. I didn't have to inquire in order to learn; the people would talk.

Q. How came you to learn about it?—A. We got talking over the subject.

Q. How came you to be talking it over; did you have any interest in it?—A. No particular interest.

Q. Did you have any general interest—any sort of interest at all?—A. Not any more than a desire to know and see that the matters on the reservation were conducted right; that was all.

Q. Are you being paid for that general supervision of the tribe?—A. No, sir.

Q. It is all free love service of yours?—A. Yes, sir.

Q. Have you ever been in any trouble out there in that tribe?

The WITNESS. What kind of trouble?

Senator BLACKBURN. Have you ever been indicted for crime?—A. Yes, sir; I was once.

Q. What was it?—A. Well, I have told that quite a number of times to different people —

Q. Will you tell it to this committee once?—A. —and I would prefer to refer that matter to the records of the county court.

Q. I prefer to have you answer my question.

The CHAIRMAN. Just state as concisely and as briefly as you can the whole transaction.

Senator BLACKBURN. What were you indicted for out there?—A. I was indicted with others for murder in the first degree.

Q. How long ago?—A. The indictment was made in the fall of 1883; I think.

Q. Was anybody else joined in that indictment with you?—A. Yes, sir; there were three others.

Q. What became of them?—A. We were tried under the indictment and dismissed.

Q. Were you acquitted?—A. We were dismissed; I don't know whether you might call it acquitted; I am not well enough versed in law to say.

Q. Then you were not tried, were you?—A. We were tried by a legal court, I presume.

The CHAIRMAN. And the jury did not agree; go on and state about it.

The WITNESS. The jury did not agree; there were nine in favor of acquittal and three for conviction.

The CHAIRMAN. Go on and tell what became of the indictment at the next term.

The WITNESS. And then our counsel asked for a change of venue.

By Senator BLACKBURN:

Q. He was not willing to try it there again?—A. I do not know; it was his own opinion. I do not know that he consulted me or anybody else. But it was the general opinion, anyway, that it would be better to take it to Saint Louis County court, and we were taken down there, and as soon as we got into the court-room we were dismissed.

Q. Were you all three tried together, or separately?—A. All together.

Q. Was that the result of the deliberation of the jury as to all three cases—nine for acquittal and three for conviction as to all three of you?—A. That is what I understood.

Q. Have you been on pleasant terms with the agent and the farmer, and the representative of religion, the priest who is out there on that reservation?—A. I have nothing against the priest, surely.

Q. Do you know whether that priest ever tried to have you removed off that reservation?—A. I do not.

Q. You do not know?—A. No, sir.

Q. You never heard that he asked the Indian Office here to move you off of that reservation in order that those Indians might be allowed to live at peace?—A. The priest? No, sir; I never heard that. But Agent Gregory told me that he would undertake to do that.

Q. You never heard of the priest doing it?—A. No, sir.

Q. What sort of a man is that priest out there?—A. He seems to be very well liked.

Q. What is his name?—A. Father Dugal. As far as Agent Gregory is concerned, I have nothing personal or anything of that kind against him.

Q. Have you always been on pleasant terms with Father Dugal?—A. Nothing very intimate.

Q. But you know him?—A. Yes, sir; I know him.

Q. And he seems to be a good man?—A. Yes, sir; a very nice man.

Q. A man who is conscientious in his efforts to promote the welfare of the Indians?—A. Yes, sir; apparently.

Senator BLACKBURN. That is all.

By the CHAIRMAN:

Q. Is there anything more that you want to state about that indictment and trial? If so, you may state it.—A. Nothing further than what I have stated, unless the committee desire to ask me questions.

Q. Who was the man who was killed?—A. His name was Willett.

Q. Where was he supposed to have been killed?—A. In his saloon at Moose Lake.

Q. Were you there at the time he was killed?—A. No, sir; I was down on our farm.

Q. How far is that from the saloon?—A. Two miles.

Q. You were not at the saloon when he was killed?—A. No, sir.

Q. You can state anything more you want to about it.—A. I do not know that there is anything in particular to state about it. I have nothing to hide or anything of that kind. The matter has been all worked up and everybody knows all about it, it seems, all that can be known about it.

Q. What business have you been engaged in since that time, and for whom have you worked?—A. I have been engaged as a telegraph operator and station agent for different railroad companies; for the Saint Paul and Duluth Railroad.

Q. At what place?—A. At various places.

Q. State all the places where you have worked.—A. At Hinkley, Moose Lake, Rice's Point, and Pine City. I worked for a number of months for the Western Union Telegraph Company at Saint Paul, Minn.

Q. Are you a telegraph operator?—A. Yes, sir.

Q. State the individuals connected with those companies who have employed you or under whose immediate supervision you have worked.—A. Mr. H. P. Breed was the superintendent when I first went to work after this affair; Mr. W. H. Fisher, of Saint Paul, is general superintendent and president, and Mr. C. F. Copeland is assistant superintendent; George H. Smith, jr., is superintendent of telegraphs.

Q. Do they all know you?—A. Yes, sir; they all know me personally.

Q. Have you any present employment?—A. No, sir; I have not.

Q. Did you give up any employment to come here with these Indians?—A. No, sir; I gave up my position a year ago last January to go on to the reservation.

Senator BLACKBURN. Mr. Chairman, if you will wait until I can step to my desk in the Senate I will bring the letter of Father Dugal and offer it in evidence, and have it attested officially, if necessary.

Senator Blackburn having procured the letter in question, then read it to the committee as follows :

CLOQUET, CARLTON COUNTY, MINN.,
May 8, 1887.

To the Hon. J. D. ATKINS,
Commissioner Indian Affairs, Washington, D. C. :

I wish to address a few lines to you in regard to the affairs on the Fond du Lac Reservation, and would be pleased to have you give the matter your kindest consideration.

Mr. Gregory, the Indian agent, has been here during the past week settling with the Indians, and he has had considerable trouble with them, and I am certain the trouble has been caused by a mixed blood named James Coffey, who has been stirring up the Indians against the agent and Mr. Hynes, the contractor.

I have been on the ground the past winter and during all of the past week, while the agent was here, and I have watched everything very closely and am satisfied that they have been treated fairly by both gentlemen, who are personally known to me, and I can vouch for their integrity. The Indians are under my charge, and they also have a missionary priest, and we could manage them without any trouble were it not for this man Coffey, who is a desperate character and will stop at nothing to accomplish his designs. He has once been tried for murder, and escaped punishment by the jury disagreeing. If anything can be done to have him removed from the reserve it would be a blessing to all of us.

Asking your forbearance for troubling you so much,

I am, honorable sir, very respectfully, yours,

Rev. Father DUGAL.

The WITNESS. If the committee desires to know whether the Indians all concur in that opinion, I think there can be sufficient proof brought here that that is some of his own work. I do not believe that matter was ever submitted to the Indians, and I do not think they know anything about it, because if they did I should certainly have heard of it in some manner. If the committee desires to further find out as to my character and reputation I can refer them to respectable people, prominent men out where I live, and they could ascertain from them as to my character and reputation, as to whether I am a desperate character or anything of that kind.

Senator BLACKBURN. That is all I want, Mr. Chairman.

The CHAIRMAN. I will recall Mr. Calligan.

TESTIMONY OF PHINEAS H. CALLIGAN.—Recalled.

PHINEAS H. CALLIGAN was recalled and further examined.

By the CHAIRMAN :

Q. Have you received your contract with Mary Bray ?—A. I have.

Q. Will you produce it ?

(The witness produced the paper called for.)

The CHAIRMAN. I will put this into the record.

The contract referred to is as follows :

This agreement, made and entered into at the La Pointe Indian Agency, Wisconsin, this 4th day of September, 1886, between Mary Bray, of Lac Court Oreille Reservation, party of the first part, and Calligan Bros., of Chippewa Falls, Wis., party of the second part, witnesseth : That the said party of the first part, having received from the United States a patent, subject to certain reserved rights vested in the President of the United States, to the lot No. 1 and 4, R. 4, T. 38, R. 8, situated upon the Lac Court Oreille Reservation, in the State of Wisconsin, agrees to cut, in a good and merchantable manner, into logs of the lengths of 12 to 24

feet, from the merchantable pine timber upon three-quarters of the said tract, the boundaries of which shall be designated by the United States Indian agent in charge of the above-named agency, and be incorporated into and become a part of this contract, and that none of the logs shall measure less than 10 inches at the small end, and to deliver 150,000 feet, more or less, of said logs upon the bank of Lac Court Oreille River, to the party of the second part, for the sum of \$6 per thousand feet, board measure, as scaled upon the bank by a competent scaler, who shall be approved by the United States Indian agent above mentioned.

In consideration of the above agreement and sale, the party of the second part agrees to pay to the said Mary Bray, so fast as the logs are delivered upon the bank, in lots of 25,000 feet, one-half of the purchase money; that is to say, when 25,000 feet are delivered, the sum of \$75 shall be paid thereon, and for each subsequent 25,000 feet so delivered, an equal amount shall be paid and the remainder of the purchase money shall be paid April 15, 1887, when the logs shall be considered delivered to the party of the second part. The expense of scaling the logs upon the bank shall be equally divided between the parties of the first and second part to this agreement.

It is also agreed that no portion of the logs hereby contracted shall be removed by the party of the second part until payment therefor shall have been made in manner herein stipulated, the reserved portion being the west 20 acres. Further, that all money or supplies furnished by the order of the party of the first part for the purpose of banking said logs, or other purposes, shall be considered as part payment for said logs, and that all cattle, horses, sleds, blankets, or other equipments furnished by the party of the second part for banking said logs shall be and remain as their property until paid for by the party of the first part.

This contract shall be valid and binding only after having the approval indorsed thereupon of the United States Indian agent in charge of the above-named reservation and the honorable Commissioner of Indian Affairs.

Witness the hands and seals of said parties the day and year first above written.

[SEAL.]

MARY (her x mark) BRAY.

In presence of—

J. G. NORTON.

O. C. NORTON.

By the CHAIRMAN:

Q. That contract appears to be dated September 4, 1886; is that the time when it was made?—A. Yes, sir; that is the time.

Q. Were you present when that was made?—A. I was.

Q. Did you see her sign it?—A. I did.

Q. Was there a duplicate of it?—A. Yes, sir; we always make two contracts.

Q. So that after being approved by the agent there is one for each party?—A. No; we always supposed one was held here in the Department and we received the other one, but it seems not.

Q. After the contracts were signed by her what was done with them?—A. We held them.

Q. Was this ever offered to the farmer for approval?—A. Not until after Agent Gregory agreed to give us the right to contract.

Q. So that this contract rested in this way until after the intervention of Governor Pound?—A. Yes, sir. You understand that the contract was refused and Mr. Rusler took and made another contract, copied one from that.

Q. Made on this same blank, the one with Bergevin?—A. No, sir; with us, the one with Calligan Bros., and that was the one taken to Agent Gregory to have signed.

Q. Have you that now?—A. No, sir; Agent Gregory has it.

The CHAIRMAN. That is all I want to ask you this morning.

Senator BLACKBURN. I want to ask you some questions.

By Senator BLACKBURN:

Q. Who are J. G. Norton and O. C. Norton?—A. They are merchants at Flambeau farm, and I think postmasters, if I am not mistaken.

Q. Where are they?—A. On the Chippewa River, on what is called Flambeau farm.

Q. They were witnesses to this contract?—A. Yes, sir.

Q. Did each of them sign his name, or did one sign both names on here?—A. I think they both signed separate names; I never knew one man to sign two names.

Q. Take this contract and look at those two attested signatures and tell me if you do not think the same man signed them both?—A. No, sir.

Q. You think not?—A. I do.

Q. This purports to have been made on the 4th of September, 1886?—A. Yes, sir.

Q. What did you do with it then; did you take it to Mr. Rusler?—A. No, sir.

Q. Did you take it to Agent Gregory?—A. Agent Gregory refused to sign our contracts, so that we did not take it to him.

Q. That answers my question; you did not take it to Mr. Rusler or to Mr. Gregory?—A. They refused to sign our contracts.

Q. I am not asking you that; but you did not take it to Mr. Rusler or Mr. Gregory. How long after the 4th of September—A. Just wait one moment; I would not say I did not take that to Mr. Rusler; I could not say that now.

Q. Will you say that you did?—A. No, sir; I will not say for certain about that.

Q. Then let me ask you this: How long after the 4th day of September, 1886, was it before you will say that you called the attention of either Mr. Rusler, the farmer, or Mr. Gregory, the agent, to the existence of this contract?—A. I think it was in November before Mr. Rusler allowed any other contract with Mary Bray in favor of Calligan Bros.

Q. You think it was in November?—A. I think so.

Q. Don't you know that on the 11th of October, 1886, Mary Bray had made contracts with Peter Bergevin?—A. Yes, sir; I do.

Q. Then it was in the month following her contracts with Bergevin?—A. Yes, sir; it was after that.

Q. And you know that the attention of Mr. Rusler and Agent Gregory was called to this contract of yours dated September 4?—A. You understand that there was a list made out of each and every Indian's name and description with whom we had a contract on that reservation. Agent Gregory called for it and it was presented to Governor Pound, and he presented it to Agent Gregory.

Q. When?—A. Perhaps Governor Pound could give the date better than I can.

Q. Can't you guess at it?—A. It would not do any good for me to guess, for I might guess right or might not.

Q. Was Governor Pound employed by you earlier than October?—A. I think there are lots of dates printed here that give the date.

Q. Did you employ Governor Pound before October, 1886?—A. I think it was in that month, but I will not say for certain that we employed him. He took that list with the understanding that the farmer was to notify these parties, and when any of them came forward and said they wanted our contracts carried out as they had signed them first with us, that that should be done; those parties met the farmer and he made another contract in November, I think, and it was taken to Agent Gregory to sign.

Q. I understand you to say that you do not know that notice of that 4th of September contract which you have just produced here was given either to Mr. Rusler or to Agent Gregory until after the list was

furnished by you to your counsel, Governor Pound, and by him submitted to Agent Gregory?—A. I do not rightly understand you.

Q. Have you any recollection of having called the attention of either Agent Gregory or Mr. Rusler, the farmer, to this 4th of September contract, this Mary Bray contract right here, prior to the time that, through your counsel, Governor Pound, you submitted a list of all your contracts that you had made with Indians to purchase timber?—A. The farmer, Rusler, understood—I told him myself—that I held contracts on that timber of Mary Bray's before ever there was a contract signed by Peter Bergevin.

Q. But I want you to tell me when you told him that?—A. It was before the contract was made with Bergevin.

Q. When was that?—A. It was in September.

Q. You told him in September?—A. Yes, sir.

Q. Did you show him this contract?—A. I can not say that I did show him that contract.

Q. Who was present, and where did you have that interview with him?—A. At his office.

Q. Who was there?—A. I can not say who was there now.

Q. You do not know that anybody was there?—A. I never was in the office in my life—

Q. Was this Mary Bray contract the only contract that you had had then?

The WITNESS. The only contract we had with the Indians?

Senator BLACKBURN. Yes.

A. No, sir.

Q. Then how came you to single out this and tell him you had the Mary Bray contract?—A. For this very reason: Those parties went up there to see whether Calligan Bros. would be allowed to contract.

Q. Who did?—A. Mary Bray's husband.

Q. When?—A. It was before Bergevin made his contract on the 11th of October, so that it was in September that they went there and the farmer told them that those contracts that they had made with Calligan Bros. could not be approved.

Q. The farmer, Mr. Rusler, told them that?—A. Yes, sir.

Q. And then he afterwards told them that they should be, didn't he?—A. I suppose he did.

Q. He told Governor Pound so, did he not?—A. Yes, sir.

Q. And he told you so, did he not?—A. Yes, sir.

Q. Now, then, I did not understand you right awhile ago if I understood you to say that you did not know that notice of this contract was given, either to Mr. Rusler or Agent Gregory, earlier than the furnishing of the list of all the contracts which you had given to them by your counsel, Governor Pound?—A. I went to Mr. Rusler myself and asked him if he would approve of any of our contracts, and he told me he would approve of no contracts at all.

Q. Then did you tell him with whom any of the contracts were made?—A. I think likely.

Q. Are you positive about it?—A. I most always did; he knew that I had contracts with those Flambeau people.

Q. Did you ever tell either Mr. Rusler or Agent Gregory that you had a contract with Mary Bray, dated September 4, 1886, prior to the service of the notice through your counsel, Governor Pound, who submitted the whole list of contracts which you had?—A. Yes, sir; I did.

Q. Now, then, let us be positive about that. Where did that happen?—A. Right in the farmer's office.

Q. Can you tell me when?—A. I could not give you the date.

Q. How long was it before you employed Governor Pound?—A. Three or four weeks or something like that; it was quite awhile. We were trying to get Agent Gregory to sign our contracts for some time before we employed Governor Pound.

Senator BLACKBURN. I will ask Governor Pound to tell, if he can, the date of his employment as counsel by Calligan Bros.

Mr. POUND. I think I stated in my testimony that it was in the latter part of October or early in November.

Senator BLACKBURN. That is my recollection. I believe that is all, Mr. Chairman.

TESTIMONY OF THADDEUS C. POUND.—Recalled.

Hon. THADDEUS C. POUND was recalled and further examined.

By the CHAIRMAN :

Q. Can you state these dates any more accurately or the transactions any more clearly than they have hitherto appeared; if so, make your statement?—A. I desire to give in as supplementary testimony, that when called on the former occasion my memory was not quite clear as to exactly from what source I secured the data which was embodied in my letter to Commissioner Atkins with reference to not only the Mary Bray contract, but, it seems, two other contracts. After retiring from the committee-room I felt quite sure that I had the contracts themselves from which I gathered the data, and hence suggested to Mr. Calligan that he send and secure them. He has done so, and they confirm this later impression, that it was from them that I got the data as to the dates and descriptions of contracts, etc., and there are two others also, as will appear from the descriptions in this letter. The names were not originally given in my letter, but the descriptions of land were given, and they correspond to the descriptions embodied in my first notification. There is one which covers the west half of southeast quarter section 211, town. 39, range 8. This contract was between Kegani-ganis, and Calligan Bros., and is dated September 4, 1886. The other is between Ambrose Corbine and Calligan Bros., of the same date, and is for west half of northeast quarter section 28, town. 39, range 8. It will be observed that these descriptions correspond with the descriptions embodied in that first letter of notification other than the description relating to the Mary Bray contract.

The contracts submitted by the witness are as follows :

This agreement, made and entered into at the La Pointe Indian Agency, Wisconsin, this 4th day of September, 1886, between Kegani-ganis, of Lac Court Oreilles Reservation, party of the first part, and Calligan Bros., of Chippewa Falls, Wis., party of the second part, witnesseth: That the said party of the first part, having received from the United States a patent, subject to certain reserved rights vested in the President of the United States, to the W. $\frac{1}{2}$, SE. $\frac{1}{4}$ Sec. 21, T. 39, R. 8, situated upon the Lac Court Oreilles Reservation, in the State of Wisconsin, agrees to cut, in a good and merchantable manner, into logs of the lengths of 12 to 32 feet, from the merchantable pine timber upon three-quarters of the said tract, the boundaries of which shall be designated by the United States Indian agent in charge of the above-named agency, and be incorporated into and become a part of this contract, and that none of the logs shall measure less than 12 inches at the small end, and to deliver 150 thousand feet, more or less, of said logs upon the bank of Lac Court Oreilles River, to the party of the second part, for the sum of \$6 per thousand feet, board measure, as scaled upon the bank by a competent scaler, who shall be approved by the United States Indian agent above mentioned.

In consideration of the above agreement and sale the party of the second part agrees to pay to the said Ke-gani-ganis, so fast as the logs are delivered upon the bank, in lots of 25 thousand feet, one-half of the purchase money; that is to say, when 25 thousand feet are delivered, the sum of \$75 shall be paid thereon, and for each subsequent 25 thousand feet so delivered an equal amount shall be paid, and the remainder of the purchase money shall be paid April 15, 1887, when the logs shall be considered delivered to the party of the second part and this contract shall terminate. The expense of scaling the logs upon the bank shall be equally divided between the parties of the first and second part to this agreement.

And it is further agreed between the parties that no portion of the logs hereby contracted for shall be removed until payment therefor shall have been made in manner herein stipulated; the reserved portion being the north 20 acres of said tract; and further, that all money or supplies advanced by order of the first party shall be applied as payment on logs.

This contract shall be valid and binding only after having the approval indorsed thereupon of the United States Indian agent in charge of the above-named reservation and the honorable Commissioner of Indian Affairs, and shall not be assigned or sublet under penalty of annulment thereof.

Witness the hands and seals of said parties the day and year first above written.

his
KEGANI X GANIS. [SEAL.]
mark
CALLIGAN BROS. [SEAL.]

In presence of—

JOSEPH PERRON.
THOMAS DEDAINE.

This agreement, made and entered into at the La Pointe Indian Agency, Wisconsin, this 4th day of September, 1886, between Ambros Corbine, of Lac Court Oreilles, party of the first part, and Calligan Bros., of Chippewa Falls, Wis., party of the second part, witnesseth: That the said party of the first part, having received from the United States a patent, subject to certain reserved rights vested in the President of the United States, to the W. $\frac{1}{4}$ N. E. $\frac{1}{4}$ Sec. 28, T. 39, R. 8, situated upon the Lac Court Oreilles Reservation, in the State of Wisconsin, agrees to cut, in a good merchantable manner, into logs of the lengths of 12 to 32 feet, from the merchantable pine timber upon three-quarters of the said tract, the boundaries of which shall be designated by the United States Indian agent in charge of the above-named agency, and be incorporated into and become a part of this contract, and that none of the logs shall measure less than 12 inches at the small end, and to deliver 200,000 feet, more or less, of said logs upon the bank of Lac Court Oreilles River, to the party of the second part, for the sum of \$6 per thousand feet, board measure, as scaled upon the bank by a competent scaler, who shall be approved by the United States Indian agent above mentioned.

In consideration of the above agreement and sale, the party of the second part agrees to pay to the said Ambros Corbine, so fast as the logs are delivered upon the bank, in lots of 25,000 feet, one-half of the purchase money; that is to say, when 25,000 feet are delivered the sum of \$75 shall be paid thereon, and for each subsequent 25,000 feet so delivered, an equal amount shall be paid, and the remainder of the purchase money shall be paid April 15, 1887, when the logs shall be considered delivered to the party of the second part, and this contract shall terminate. The expense of scaling the logs upon the bank shall be equally divided between the parties of the first and second part to this agreement.

And it is further agreed between the parties that no portion of the logs hereby contracted for shall be removed until payment therefor shall have been made in manner herein stipulated, the reserved portion being the north 20 acres of said tract. And further, that all money or supplies advanced by order of the first party shall be applied as payment on logs.

This contract shall be valid and binding only after having the approval indorsed thereupon of the United States Indian agent in charge of the above-named reservation and the honorable Commissioner of Indian Affairs, and shall not be assigned or sublet under penalty of annulment thereof.

Witness the hands and seals of said parties the day and year first above written.

his
AMBROSE X CORBIN. [SEAL.]
mark.

In presence of—

JOSEPH PERRON.
AGRIL LANGLOI.

By Senator BLACKBURN:

Q. There have been put in three contracts here. The contract with Ke-gani-ganis and Ambrose Corbine are the only two you put in, are they?—A. Yes, sir. However, the Mary Bray contract I have here in duplicate.

Q. They are all dated September 4, 1886?—A. Yes, sir.

Q. The contracts of record in the office for each of these parties with Bergevin are all dated October 11. Now, I ask you when those contracts were forwarded?—A. I do not know that these particular contracts were ever forwarded. My understanding is that these contracts never were forwarded to the farmer for his approval or to Agent Gregory, for the reason that notification had been given that they would not be approved.

Q. And of course, then, they were never forwarded to the Commissioner of Indian Affairs?—A. Being refused contracts, the blank sent to the agent for that year, Calligan Bros. had to use other contracts which differed, as they understood, in form from those which were furnished for this particular year, and hence when contracts were made in pursuance of the agreement, they were made on the new blanks and bore later dates, which was not regarded as important since the parties in interest would be convened and determine with whom they would contract.

Q. Allowed their right of election?—A. Yes, sir. I want to be permitted also to call the attention of the committee right here, in this connection, to the fact that the agent in his letter to the Commissioner, which is now in evidence, made no mention of these other contracts, and that so far as I know now neither he or the Commissioner has ever taken any notice of the communication with reference to this contract which I submitted at that time.

By the CHAIRMAN:

Q. Nor with regard to the other two contracts, either?—A. No, sir; and so far as I know has not taken advantage of the means I suggested to ascertain from the farmer the truth of my statements embodied in that letter.

By Senator BLACKBURN:

Q. Did you not, in your letter to the Commissioner, tell him that it was not necessary to prosecute the inquiry any further?—A. I said this in substance: That so far as securing any reparation or justice to Calligan Bros. it was not important, but that it might be important so far as the integrity of the office and the public service was concerned.

Q. Can you produce a copy of that letter?

The CHAIRMAN. It is in evidence.

Senator BLACKBURN. I know it is; but I do not remember it in that way.

The WITNESS. It is not the exact language in my letter, but it is the substance, I think. Here it is in the record. After suggesting several questions to be propounded to the farmer with respect to this transaction I close by saying:

It is to be regretted that work is already so far progressed under the Bergevin contract, notwithstanding my timely notice, that little if anything can now be done to rectify the injustice to Calligan Bros., and hence no further investigation need be made to that end. Of the importance of such investigation to the integrity and wise management of affairs under your supervision, as well as the public service generally, you will be the judge.

Senator BLACKBURN. That is it.

The WITNESS. I desire here to add that after the reception of this, these same contracts were approved, as will appear from the list furnished to-day; that it was after this letter of mine having been received by the Department that not only the Mary Bray contract was approved, but the other two embodied in the first notification.

By the CHAIRMAN:

Q. With whom?—A. With Corbine and the Indian I have named, Ke-gani-ganis.

Q. In whose favor?—A. They were approved in favor of Bergevin.

Q. They were not approved in favor of Calligan Bros., then?—A. No, sir; all three were approved in favor of Bergevin.

Q. Have you anything further to state?—A. No, sir; I have not.

Senator BLACKBURN. I want to ask Mr. Calligan a question.

TESTIMONY OF PHINEAS H. CALLIGAN.—Recalled.

PHINEAS H. CALLIGAN was recalled and further examined.

By Senator BLACKBURN:

Q. Who made this contract with this Indian, Ke-gani-ganis, and the others?—A. I did.

Q. Did you make them all at one time?—A. Yes, sir.

Q. Did you have these people together?—A. Yes, sir.

Q. Where?—A. At this man's store; his name is on there; Mr. Norton.

Q. Did they meet you there by arrangement?—A. Yes, sir.

Q. You had sent out for them?—A. I went to their houses and notified them that I came to buy their timber.

Q. And told them to meet you down at the store?—A. Yes, sir.

Q. Were they all three there?—A. Yes, sir.

Q. Did you make any more contracts that day?—A. No, sir.

Q. Those are the only contracts you had dated September 4?—A. Those are the only three I made that day.

By the CHAIRMAN:

Q. This was at Flambeau farm?—A. Yes, sir.

Q. And not at Flambeau Reservation?—A. No, sir.

The select committee then adjourned to meet again on Thursday, March 22, 1888, at 10.30 o'clock a. m.

WASHINGTON, D. C., *Thursday, March 22, 1888.*

The select committee met pursuant to adjournment at 10.40 a. m.

Present, Messrs. Chandler (chairman), Platt, and Cullom.

The CHAIRMAN. Agent James T. Gregory has reported in obedience to the subpoena of the committee. As soon as Senator Blackburn arrives he no doubt will desire to have him examined as a witness.

Senator Blackburn subsequently came into the committee-room and said: Agent Gregory, I understand, arrived in Washington night before last. I saw him yesterday, and expected to be here this morning at half-past ten, but having to attend another committee meeting I was detained; and I observe that the hour of the meeting of the Senate is almost reached. Therefore I will ask the committee to adjourn for the

day and to meet again to-morrow at 10.30, when I desire to put Mr. Gregory upon the witness stand.

The CHAIRMAN. I will state that the committee are waiting for copies of papers and documents from the Indian Office, which I have no doubt Commissioner Atkins is doing his best to give us. But there will necessarily be a little delay on that account. The committee will now adjourn until to-morrow, when Senator Blackburn can proceed to examine Mr. Gregory.

The select committee then adjourned until Friday, March 23, 1888 at 10.30 o'clock a. m.

WASHINGTON, D. C., *Friday, March 23, 1888.*

The select committee met at 10.30 a. m., pursuant to adjournment. Present, the Chairman (Senator Chandler), and Senators Platt, Culom, and Blackburn.

The CHAIRMAN. I will recall Major Hindmarsh.

TESTIMONY OF HENRY E. HINDMARSH—recalled.

HENRY E. HINDMARSH was recalled and further examined.

By the CHAIRMAN:

Q. What copies of papers have you to present to the committee this morning?—A. I have the list of contracts made by the Lac du Flambeau allottees with Charles H. Henry for the season of 1887-'88, received in the Indian Office March 19, 1888; thirty-one contracts in all.

Also a list of contracts made by the Bad River allottees with Edward Haskins for the season of 1887-'88, received in the Indian Office March 19, 1888; twenty-three in number.

Also a list of thirteen contracts of Bad River allottees with Edward Brown for the same season, received in the Indian Office on the same date. That is all I have to submit this morning.

The papers submitted by the witness are as follows:

Timber contracts made by Lac du Flambeau allottees with Charles H. Henry, for season 1887-'88.

[Received in Indian Office March 19, 1888.]

No.	Name of Indian.	Date.	Quantity.	Price per M feet.
			<i>Feet.</i>	
1	A-ji-gwan	Aug. 8, 1887	100,000	\$6.00
2	Med-we-las-sung	Oct. 15, 1887	100,000	6.00
3	Omash-kawi-gi-ji-gwebi	July 18, 1887	100,000	6.00
4	Be-shi-go-bi-ne-si-kwe	do	100,000	6.00
5	A-wai-ni-she-min-da-moie	Nov. 28, 1887	100,000	6.00
6	Wa-sa-ni-ni bi	Oct. 15, 1887	100,000	6.00
7	Be-shi-gi-jig	Aug. 6, 1887	100,000	6.00
8	Mad-ji-ash	Aug. 8, 1887	100,000	6.00
9	Na-ie-kwa-gi-jig	Oct. 10, 1887	100,000	6.00
10	Man-da-man	Jan. 10, 1888	100,000	6.00
11	Oni-tum	Oct. 14, 1887	100,000	6.00
12	Ni-ba-i-ash	do	100,000	6.00
13	Sha-ga-na-shi-kwe	Aug. 9, 1887	100,000	5.50
14	Se-ka-si-go	Aug. 5, 1887	100,000	5.00
15	Sophia	Oct. 14, 1887	100,000	6.00
16	Rising Sun	Dec. 13, 1887	100,000	6.00
17	Peter Corn	Sept. 22, 1887	100,000	5.00
18	Sha-ga-be-ok	Oct. 9, 1887	100,000	5.00

Timber contracts made by Lac du Flambeau allottees, etc.—Continued.

No.	Name of Indian	Date.	Quantity.	Price per M. feet.
			<i>Feet.</i>	
19	Gi-min-an.....	Sept. 24, 1887	100,000	\$5.00
20	Frank Cadott.....	Oct. 4, 1887	100,000	5.50
21	We-mi-ti-gosh.....	Sept. 12, 1887	100,000	5.50
22	Be-mash-i-kwe.....	Nov. 15, 1887	100,000	5.50
23	Ekwe-ge-ji-go-kwe.....	Sept. 22, 1887	100,000	5.50
24	Bi-da-na-kwad.....	Sept. 23, 1887	100,000	5.00
25	Ni-gani-gi-jig, No. 1.....	Aug. 9, 1887	100,000	5.50
26	Na-wa-quet.....	July 19, 1887	100,000	5.50
27	Weezo.....	Sept. 27, 1887	100,000	5.50
28	Ga-ga-go-bi-kwe.....	Sept. 22, 1887	100,000	5.50
29	Man-da-min-is.....	Oct. 14, 1887	100,000	6.00
30	Pi-dense.....	do.....	100,000	6.00
31	Ba-bi-dosh.....	Aug. 8, 1887	100,000	5.50

Timber contracts made by Bad River allottees with Edward Haskins for season 1887-'88.

[Received in Indian Office March 19, 1888.]

Date.	No.	Name of Indian.	Quantity.	Price per M feet.
			<i>Feet.</i>	
1887.				
Aug. 29	1	Ke-wa-ga-bow-e-kwa.....	200,000	\$6.00
Aug. 24	2	Mizi-gan.....	200,000	5.50
Aug. 23	3	Ke-wa-din-o-kwa.....	200,000	6.00
Aug. 23	4	Andrew Skinaway.....	200,000	6.00
Aug. 23	5	John Skinaway.....	200,000	6.00
Aug. 23	6	Frank Beeson.....	100,000	5.75
Aug. 23	7	John Holiday (heirs).....	100,000	6.00
Aug. 23	8	Abi-tosh-ka mo-kwe.....	400,000	6.00
Feb. 15	9	She-ba-ge-jig (heir of).....	200,000	6.00
Aug. 23	10	Na-wan-da-go-kwa.....	300,000	6.00
Aug. 23	11	Condecon, Charlotte.....	300,000	6.00
Aug. 23	12	Kwa-ke-e-ga-she-go-kwa.....	300,000	6.00
Aug. 23	13	Oga-ba-ge-won.....	400,000	6.00
Aug. 23	14	Wa-wis-e-ga-shig.....	200,000	7.00
Aug. 23	15	Frank Chingway.....	400,000	6.00
Aug. 24	16	She-ba-je-won-o-kwa.....	300,000	6.00
Sept. 12	17	Oga-ba-iaw-na-kwad-o-kwa (heir).....	200,000	6.00
Aug. 23	18	Louis Matypenny.....	200,000	6.00
Aug. 23	19	Mary Beson.....	200,000	7.00
Nov. 25	20	Joseph Northshore.....	200,000	5.75
Aug. 23	21	Ondeg.....	200,000	6.00
Nov. 26	22	Charlotte Haskins.....	400,000	6.00
Aug. 23	23	John Blackbird.....	400,000	6.00

WITH ED. BROWN.

		1887.		
1	Ka-ka-wa-ba-day.....	Aug. 22	200,000	\$6.00
2	Lizzie Stoddard.....	Aug. 22	200,000	6.00
3	Kwesh-ko-na-gos.....	Aug. 29	200,000	6.00
4	James Smart.....	Aug. 22	200,000	6.00
5	Cecile Chingway.....	Aug. 22	100,000	6.00
6	Antoine Brisette.....	Aug. 23	300,000	6.25
7	Sha-ba-lis.....	Aug. 22	100,000	6.00
8	Ne-gon-e-ge-shig-go-kwe.....	Aug. 22	100,000	6.00
9	Frank Green.....	Aug. 22	200,000	6.00
10	Samuel Green.....	Aug. 22	200,000	6.00
11	Nancy Starr.....	Aug. 22	200,000	6.00
12	Kitchi-e-kwa (hr.).....	Aug. 23	200,000	5.50
13	Wa-sesh-kung, 2d.....	Aug. 20	200,000	5.50

Senator BLACKBURN. I will ask to have Mr. Gregory sworn.

TESTIMONY OF JAMES T. GREGORY.

JAMES T. GREGORY, United States Indian agent at La Pointe Agency, Wis., was then duly sworn by the chairman and interrogated as follows:

By Senator BLACKBURN:

Q. Please give your full name?—A. James T. Gregory.

Q. Are you in the employ of the Government? If so, state what position you hold, how long you have held it, and where you are stationed.—A. I am in the employ of the Government; I am acting as United States Indian agent at La Pointe Agency, Wis. My appointment was dated April 30, 1885, and I took charge of the agency on May 19, 1885.

Q. Whom did you succeed?—A. I succeeded William R. Durfee, whose term of office expired at that time.

Q. How many reservations are embraced in your agency?—A. Seven.

Q. Please name them?—A. The Red Cliff, Bad River, Court Oreille, and Lac de Flambeau, in Wisconsin; the Grand Portage, Vermillion Lake, and Fond du Lac, in Minnesota.

Q. Upon which of those seven reservations is the cutting of timber going on, or has it been going on since you have been agent there?—A. Upon the Fond du Lac, Bad River, Court Oreille, and Lac de Flambeau reservations.

Q. That is four altogether?—A. Yes, sir.

Q. What regulations, if any, have prevailed with reference to the employment of the labor in this logging business as to Indian and white service?—A. Well, during these last two winters there has been more white labor employed than heretofore.

Q. What instructions have you, if any, from the Indian Office in reference to the employment of Indian labor upon these reservations?—A. The instructions from the Department are here. I have a letter from the Acting Commissioner of Indian Affairs, A. B. Upshaw, dated October 29, 1885, upon that subject.

[The letter referred to by the witness is already in evidence and will be found upon page 15 of the record.]

Q. Please give the date of your next instruction?—A. The next instruction I received was in a letter written by A. B. Upshaw, Acting Commissioner of Indian Affairs, dated Washington, D. C., August 24, 1886.

[The letter referred to by the witness, heretofore submitted in evidence, is printed on page 17 of the record.]

Q. Have you any other letters of instruction?—A. I have also a letter here from Acting Commissioner Upshaw, dated Washington, October 27, 1887, which reads as follows:

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 27, 1887.

SIR: I inclose herewith, for your information, a copy of Department letter of the 21st instant, concurring in the views expressed by this office in a report made to the Department on the 18th instant, as to the necessity of a continued supervision of the logging operations at your agency, notwithstanding the status of the Indians, as de-

fined by the general allotment act of February 8, 1887; also a copy of a letter written to Hon. T. C. Pound, in reply to a telegram from him on the subject.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

By Senator BLACKBURN:

Q. Where are the inclosures referred to in that letter?—A. I have them here. The one addressed to Governor Pound is as follows;

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 27, 1887.

SIR: Replying to your telegram of the 12th instant, inquiring "Is license required to purchase timber on reservation; if so, what character?" I have to inform you that by direction of the Department all existing regulations touching the making and approval of contracts, the issuance of special licenses, and in all other respects relating to the logging operations on the reservations attached to the La Pointe Agency, will continue as heretofore.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

Hon. THADDEUS C. POUND,
Chippewa Falls, Wis.

The WITNESS. The other inclosure referred to in the letter from the Indian Office is dated October 21, 1887, and is addressed by Acting Secretary Muldrow to the Commissioner of Indian Affairs.

[The letter referred to by the witness is already in evidence and is printed on pages 18 and 19 of the record.]

By Senator BLACKBURN:

Q. Is that all that was covered in that communication?—A. Yes, sir.

Q. Are those all the instructions you have had from the office?—A. Yes, sir.

Q. Since you entered upon the discharge of your duties?—A. Yes, sir; they are the only ones I have received.

Q. These are all of the nature of general instructions which you have had?—A. Yes, sir.

Q. What is the practice there to-day in the matter of employment of labor for these logging operations?—A. Well, where Indians will work they are employed.

Q. Is any preference given to Indians as against white labor?—A. Yes, sir; and it always has been so.

Q. What proportion of white and Indian labor, in your best judgment, is to be found upon these four reservations where this logging is going on now?—A. I could not answer that question, as I have not been in all the camps. It is impossible for me to visit them. I have not the time to, and I do not know.

Q. How long has it been the practice to employ white labor in any proportion in this service; does it antedate your service there?—A. Yes, sir; it does.

Q. Was that permitted under your predecessor?—A. It was.

Q. Now tell me, as a rule do these parties who are engaged in purchasing this timber from the Indians prefer white or Indian labor?—A. They prefer white labor.

Q. Is it or not a fact that they are constantly endeavoring to get as large a proportion of white labor into their service as they can?—A. Yes, sir.

Q. What are the relative rates of wages paid to white and Indian labor there?

The WITNESS. Do you mean now?

Senator BLACKBURN. Yes, and heretofore?

A. When they used to employ just white teamsters, cooks, and foremen, the Indians were getting from \$40 to \$60 a month on the reservation, and white men working off the reservation were getting from \$20 to \$30 a month.

Q. I am talking now about those employed in the logging operations. Do the Indians work cheaper or do they demand more pay than the white labor?

The WITNESS. Do you mean now?

Senator BLACKBURN. Yes, for logging operations?

A. They get just as much now as white men; there is no difference in the wages unless it is an extraordinarily good man. Of course some men get higher wages in camps for the same work than others do.

Q. Was it the practice originally to allow no white labor to be employed in this logging business except cooks, teamsters, and foremen?—A. Yes, sir.

Q. Was that ever rigidly enforced?—A. No, sir; it was not.

Q. When you came there as agent were there any white men employed on any of these logging operations other than teamsters, cooks, and foremen?—A. Yes, the loggers said there were. But if they had six teams they would have about twenty teamsters about the camp; all the white men would be teamsters then, even if they had only six teams at work there. That is the way they got around it.

Q. Is there more timber being cut now this season upon those four reservations than heretofore?—A. I do not think there will be; if they had had a good winter I think there would have been more cut.

Q. Are the contracts increasing in number?—A. Yes, sir.

Q. What difference, if any, results to the Indians, the owners of the timber, between the sale of timber from a small number of allotments and a large number of contracts being made?—A. Well, a man who can get the job of cutting and banking that pine, having a large amount, can do it much cheaper than for a small amount.

Q. How?—A. Because if he has to cut a small amount he has to build his camps, and it will cost quite a considerable sum of money to cut his roads, and he could just as easily haul 5,000,000 or 10,000,000 feet over those roads as to haul a hundred thousand.

Q. How about the water-ways and driving streams which are employed for the getting of this timber down to market; do they need to be improved in order to get the lumber out?—A. They all have been improved; at least the most of them have been.

Q. At whose expense?—A. At the loggers' expense; the white men who buy the lumber.

Q. Would the price range as high? Could the lumbermen or loggers pay as much money for this timber if they bought only a few allotments in a certain section of the reservation as though they had bought double or ten times as many?—A. No, sir; they could not, because it would cost them much more to drive a small amount, in proportion, than a large amount, to get it from the small streams into the river.

Q. Do you have any complaints made to you of Indians who want employment in this logging business out there and are refused it?—A. No, sir.

Q. Did you ever have any?—A. No, sir; I never have had any.

Q. Since you have been there as Indian agent have you ever known of an Indian who wanted to be employed at this work who could not get employment?—A. No, sir; I have never known it.

Q. Now tell the committee about this regulation of reserving one-quarter of the timber upon each allotment from the operation of these cutting contracts; is it not a regulation of the office that one-quarter of the timber upon each allotment shall be reserved?—A. Yes, sir.

Q. Is that enforced?—A. I do not know; I do not think it is.

Q. Was it ever enforced?—A. No, sir; it was not.

Q. What is required there in the reservation of that one-quarter of the timber? Is it that it shall be reserved in bulk on some portion of the reservation, or that an amount equivalent to one-quarter of the timber on the reservation shall be spared in cutting it off and left to the lumberman to select and scatter as he pleases?—A. I think that means that one-quarter of the allotment shall be left untouched with the timber on it.

Q. In bulk?—A. No, sir; just the timber on one 20 acres.

Q. And that 20 acres be left standing together, or might it be skipped over and left covering sparsely the whole 80-acre allotment?—A. I do not think that was the intention of the regulation.

Q. What is the truth as to the practical workings of that regulation?—A. If I had a quarter-section of pine and I had cut three-quarters of it, I should calculate that the other quarter would probably be burned the next summer.

Q. Do these lumbermen in cutting this timber clear up and remove all the limbs and branches and inflammable material, or do they leave it on the ground?—A. It is left on the ground.

Q. Do you ever have any of those forest fires out there?—A. We have them every summer, most; every summer in portions of the country it is burned over.

Q. Does this débris that is left on the ground, after it becomes thoroughly dried and seasoned, become combustible matter easily fired?—A. Yes, sir; it does.

Q. Is there any way to limit the amount of timber contracted to be sold and cut over every year?—A. I do not see how it can be done. If you tell a certain number of the Indians that they shall sell, why, the balance will think you are showing partiality and are not treating them fairly.

Q. Are they all anxious to sell that timber?—A. Yes, sir; they are so anxious that they will sell it to three or four different parties during the summer to get money out of them. They will contract verbally with as many men as come along who will advance money to them.

Q. Are they disposed to observe scrupulously the contracts which they enter into, or is there trouble in having them enforced?—A. They consider after they go before the Government farmer and have had witnesses to the contract that that is binding.

Q. They recognize the force of that?—A. Yes, sir; but before that they will sell to anybody who has a mind to advance them money.

Q. Now tell me about the prices of timber being paid this season; how do they compare with the prices ruling in previous seasons?—A. They are getting more stumpage this season than ever before; that is, realizing more from the sale of the timber. They are getting \$3.75 a thousand on the Court Oreille Reservation. I know of that being paid.

Q. I see by some of the transcripts of contracts which have been filed this morning that upon the Bad River Reservation the prices range from

a minimum of \$5.50 to \$7, the maximum per 1,000; that is the Haskins contracts.—A. Well, that is delivered on the bank.

Q. And the range is from \$5.50 to \$6.25, under Mr. Brown's contracts on that reservation. Are those prices higher than those which have prevailed in former seasons?—A. Yes; they are. I do not remember of \$7.50 ever having been paid on that reservation for pine.

Q. I see on the Lac de Flambeau Reservation for the season of 1887-'88 under the Henry contracts that they range from the minimum of \$5 to a maximum price of \$6. Are those higher or lower than the prices of preceding seasons on that reservation?—A. There was never any cutting done there until last winter, and I think there was \$6 paid there for some last winter.

Q. Is that the highest price paid?—A. Yes, sir; it is the highest price.

Q. Please tell how many firms or individuals are engaged in this logging business, and name them, on each of these four reservations where this timber cutting is going on.—A. On the Court Oreille Reservation there are Dobie & Stratton; England, Clark & Thomas; Charles Bergeron; and the Valley Lumber Company.

Q. They are on the Court Oreille Reservation?—A. Yes, sir. On the Flambeau Reservation there is Charles H. Henry, A. M. Sherman, Joseph Allen, and John T. Cosgrove. On the Bad River Reservation there is D. A. Kennedy, Edward Brown, Edward Haskins, A. A. Maxim, and a man named Ferguson—I have forgotten his initials—I think it is in some of these lists of contracts—and John B. Denomie.

Q. Is Denomie an Indian or a white man?—A. He is an Indian. He is sitting there [indicating]. I may not have named them all. Yes, Edward Waters is on the Bad River Reservation. On the Fond du Lac Reservation is Patrick Hynes and Andrew Gowan. I may add that Gowan's contracts were sent back for correction. He had taken the forms, and had a lot printed in, binding the allottees to stand all the losses that the loggers might make during the logging season, and if they ran behind, the allottees would probably get no stumpage from the pine at all. I sent them back and would not allow them to go in, and he is getting new ones made. They are not here yet.

Q. You have named over, now, as well as you remember, all the parties who are engaged in the logging business on these four reservations?—A. I have.

Q. What is the process employed by those contractors in their dealings with the Indians in the making of contracts? What part do you have to bear in it?—A. Well, when the contracts are made before the farmer he sends them to my office for my approval.

Q. Do you have one farmer for this whole agency?—A. No, sir; there is a farmer at each reservation—at each one of them—and they go before the farmer and make the contracts.

Q. The Indian and the lumberman?—A. Yes, sir; and the farmer fills them out and sends them to me for my approval. After I check them over and see that there are no mistakes in them I send them to the Department for approval.

Q. Have you had any trouble because of the refusal or failure of either of those farmers upon either of those reservations to approve contracts that were presented by any of the lumbermen there?—A. I think Mr. Calligan claims that Mr. Rusler would not approve of his contracts.

Q. Which reservation is Mr. Rusler farmer for?—A. The Court Oreille Reservation.

Q. And Calligan Bros. are lumbermen on that reservation, or have been heretofore?—A. Yes, sir.

Q. Were they contractors or loggers on any other reservation but that since you have been there?—A. No, sir.

Q. They complained that Mr. Rusler would not approve their contracts?—A. Yes, sir.

Q. Was the matter brought to your attention?—A. Yes; it was.

Q. By whom?—A. I think G. M. Calligan told me.

Q. Is that the gentleman who is present here?—A. No, sir; he is not here; that was G. M. Calligan.

Q. Did you ever have any conferences with the Mr. Calligan who is in the room here now, Phineas H. Calligan?—A. Yes, sir.

Q. Did he ever complain to you about the failure or refusal of the farmer to approve these contracts?—A. I do not recollect whether it was he or his brother; they were together at one time, and I think his brother did the talking.

Q. Did they name to you any of the contracts that they claimed to have made?—A. Not that I remember at that conversation; they spoke in a general way, that he would not approve them.

Q. Did you refuse to approve any of Calligan Bros. contracts?—A. I did.

Q. Upon what ground?—Because I did not think they were men fit to be on the reservation; and I have had no reason to change my mind since.

Q. What ground did you have for that conclusion?—A. The first season they logged there they kept stirring up disturbances all the time, especially Phineas H. Calligan, and I have complaints from the Indians that they charged them more for their goods than anybody else did.

Q. You mean that they had a store?—A. Yes, sir; off the reservation; it was on the reservation, but it was on the swamp 40 owned by the State. That was the first winter they were on there; the winter of 1885-'86. I made up my mind that I would not have them in there if I could help it, and I so stated to them. But some of my friends came to me and wanted me to let them go in. After I had decided I would let them go in, another friend came to me and told me that Phin. Calligan and his brother had offered him \$1,500 if he would bribe me to let them go in.

Q. Who was that?—A. It was T. J. Cunningham, of Chippewa Falls. He said they offered him \$1,500 to bribe me to let them go in there. That was after I had consented to let them go in. I did not say anything about it. I told him I did not want the \$1,500, and they went on. That was during the season of 1886-'87. I made up my mind that they would not go in there again. But in the spring of 1887 it was brought to my notice—or in the summer, at least—that Calligan had contracted with an Indian woman; there were brother and sister; that the Indian had overdrawn and taken more supplies out of the store than his pine would amount to. Calligan gave orders to his foreman—the allotments laid side by side—to take pine from the woman's allotment and tell the scaler at the banking ground that that pine belonged to this Indian until he got enough to square the Indian with him.

Q. To cover his advances?—A. Yes, sir; and he did so. That was brought to my notice. I think the party to whom he gave the orders will testify to that, too; in fact, I am sure that he will. That was in the spring of 1887. And another thing satisfied me there was something wrong: When Calligan Bros.' contracts were sent to the Indian

Office, all the witnesses' names were signed by the same party; the four names, the contractor's, the Indian's, and the two witnesses'. It was so plain that it was returned from the Department to me for correction. And in another case Calligan brought a contract to the farmer claiming it was signed by John Quarter's wife—I do not know her Indian name. He said it was signed by her, and he wanted the farmer to approve it. The farmer would not do it, but said, "Bring the woman here." They did not bring her there. The farmer asked Mr. Calligan where she signed it, and he said down at the store. The farmer asked her if she had signed that contract, and she said no. He said, "He says that you have, in Calligan's store;" and she said, "I never have been to the store and will make affidavit to it." They brought that contract paper claiming to have been signed by her, and it was witnessed; and she will swear she was never in the store at the time. That is the reason I did not let them in.

Q. Do you remember anything about a Mary Bray contract that they claimed to have made in the early days of September, 1886?—A. I do not remember when he claimed to have made it; I know there was a dispute about it. I know that Mary Bray sold her pine to four different parties, made a verbal contract, and received money from them all. And then when Peter Bergevin came there she went before the farmer and signed the contract with Bergevin, and I sent that here for approval and it was approved.

Q. In the matter of approving or refusing to give approval to these contracts, did politics cut any figure there?—A. I do not see how it can, because about 90 per cent. of the loggers there are Republicans.

Q. You say the large majority of the men engaged in this business on the reservation are Republicans?—A. Yes, sir; you can name them over and I will go on and give the politics of each of them.

Q. Just do so?—A. On the Court Oreille Reservation there is Dobie & Stratton. I think there are two Dobies and Milton Stratton; one of the Dobies is a Democrat and the other is a Republican, and Milton Stratton is a Republican. England, Clark & Thomas are all Republicans. In the Valley Lumber Company Mr. George A. Buffington is one of the leading Republicans in his part of the country, and I think he is the secretary or treasurer of the company. That is on the Court Oreille Reservation.

On the Lac de Flambeau Reservation, A. M. Sherman is a Republican, Captain Henry is a Republican, and Joseph Allen is a Republican; Cosgrove is a Democrat.

On the Bad River Reservation Edward Hoskins—I do not know what his politics are, and about Denomie I do not know. They are Indians. Brown is a Republican, Maxim is a Republican, and D. A. Kennedy is a Republican. Waters is a Democrat. I think I have named them all. I do not know what Ferguson's politics are.

On the Fond du Lac Reservation Hynes is a Democrat; Gowan, I do not know what his politics are, but I think he is a Democrat. He is in the employ of the O. N. Nelson Lumber Company, and they are all to my certain knowledge Republicans. Senator Sabin was—I do not know whether he is now—a stockholder in it. That constitutes their politics.

Q. Did the fact of Calligan Bros. being Republicans have anything to do with your action in the matter of your refusal to approve their contracts?—A. No, sir; it did not.

Q. You have stated the ground, and the only ground, upon which you refused?—A. Yes, sir; I have.

Q. Before you were subpoenaed to come here as a witness, had you been advised of the fact that there was dissatisfaction and complaints being made about the proportion of white labor that you allowed to be employed in this logging business out there?—A. No, sir; there had been no trouble about that at all that I had heard of.

Q. Who was it that had been making complaints to you about the methods employed for the management of these lumbering interests out there?—A. There had been nobody complaining to me, but I understood that some of the Indians were counselling amongst themselves, and had some outsider in with them to help them out.

Q. That is what I want to get at. Were those the Indians who were selling their lumber?—A. Yes, sir; a great many were selling their lumber.

Q. The ones who were complaining?—A. Some of them were; I do not know just who they were. I do not know who came here; I have not got the names of all that delegation.

Q. Have you any turbulent characters out there amongst those Indians—that is, have you had difficulty with them because of their efforts to stir up dissatisfaction and trouble in the tribe?—A. Yes, sir; I have.

Q. Who were the worst ones?—A. About the worst I have got is Mr. James Coffey.

Q. He has been here as a witness?—A. Yes, sir; he is interpreter here.

Q. What is his character out there?—A. I do not know much about the man, having seen him only a few times, but every time I go to the Fond du Lac Reservation there have been complaints made that when he comes there he is always drunk and raising a disturbance with the other Indians, and there have been complaints made that he has been taking whisky on the reservation. I have a case against him now in the United States court in Saint Paul for taking whisky on the reservation, and I have three others I am going to report when this one is taken care of.

By the CHAIRMAN:

Q. You have three cases against Coffey?—A. Yes, sir. He does not live on that reservation, but he comes there often enough to keep things moving pretty lively.

By Senator BLACKBURN:

Q. Has he ever lived there since you have been there?—A. No, sir; he lives at Moose Lake, about 20 miles distant.

Q. Do you know of any effort being made to have him kept off of that reservation?—A. I saw in the testimony given here that a letter had been written by Father Dugal asking that. But the Indians complain to me right along about his actions while there. He is not there all the time, though; only a very small portion of the time.

Q. Now I want to ask you about a practice which seems to prevail there; of allowing timber to be cut under contracts made and approved by you upon the recommendation of the farmer, and before being approved by the Indian Office here in Washington?—A. That has been done ever since they commenced logging there, long before I took charge.

Q. It is unavoidable that it should be so?—A. If they could be allowed to make their contracts along in the summer some time, that could be done away with. But this idea of not issuing general orders or instructions until along in October, it would keep them until spring most before they could get to work.

Q. When does the logging season fairly close there?—A. It closes on the first or middle of April some time, depending on how long the snow lasts. But the lumbermen like to go into the woods about September and build the camps, cut the roads, and commence skitting the logs. If the orders were issued about the 1st of July or August, these contracts could all be made and sent here and approved by the time they wanted to put their camps in.

Q. In point of fact that regulation is not observed?—A. No, sir; and it never has been.

Q. Cutting is allowed to begin before the formal approval and final action by the Indian Office here upon those contracts?—A. Yes, sir.

Q. Did you find that practice was prevailing before you took charge of the office?—A. Yes, sir; I did.

Q. What, if any, alteration or change have you made in the management of this timber-cutting interest out there since you became agent on that reservation?—A. Well, about the only important one I have made is, I have insisted on the Indians having so much stumpage for their pine.

Q. That is just what I want to get at.—A. It used to be that an Indian would contract for the sale of his pine. He would get some half-breed who had a logging outfit to put it in, say, for \$3.50 a thousand. If the half-breed would run behind on his contract the Indian can go to work and give these contractors orders to honor the checks of this logger. There are several cases where the allottees did not get 10 cents a thousand out of their pine by so doing. I stopped that right off the first fall I took charge; I told them I would not allow it. Some wanted to do it, to insert that in the contract that if the logger would run behind that the allottee would have to stand it, but I would not allow it.

By the CHAIRMAN:

Q. How did you stop it?—A. I told them that the contractors would have to let that man take it for the price that he could put it in for, at a fair price, and if he could not do it I would look to them to fulfill the contract, as they were buying the pine.

By Senator BLACKBURN:

Q. That was in the case of subletting?—A. Yes, sir.

Q. Practically, I mean?—A. Yes, sir.

Q. What would be the effect, in your judgment, upon the Indians? Would it be satisfactory if the office should undertake to limit the number of contracts that might be made for the sale of timber during the season?—A. I do not think it would, because they are always very anxious to sell.

Q. As a rule what do they do with their money when they sell this timber?—A. Some of them take care of it.

Q. Many of them?—A. Well, no; not a great many of them; but some of them will take care of it. Some of them have got logging outfits and money ahead, good teams, and everything; but others, as soon as they get it, will go visiting, fill up with whisky, have a dance, and, when they come back, they don't have much of it left.

Q. What is the character of this land; is it valuable for purposes of cultivation after the timber is cut off of it?—A. Some of it is.

Q. How large a portion of it?—A. I do not know just about what the proportion would be. Of course you take it where there is hard wood and pine mixed and it would make good farming land; but there is other land which is sandy, and where there is only Norway pine, and

that will not grow anything at all. Another thing that I have done that was not done heretofore, I have allowed more white labor than was heretofore allowed.

Q. What induced you to do that?—A. Because the Indians could realize more out of their pine by employing whites than by employing Indians. When they depended on Indian labor aside from teamsters and cooks, they figured on paying from \$40 to \$60 a month for common help. Those parties who would take the contract from the Indians to log their pine for them, and they had to figure on that.

Q. Let me understand you. When an Indian sells the pine on his allotment to the lumberman, who has to employ the labor necessary to cut and bank it?—A. The man who puts it in. The Indian agrees to deliver that pine there.

Q. So that it is the Indian who has to employ this labor?—A. Why he gets this logger, or whoever he has, to go to work and put his pine in for him; he employs him.

Q. Then it is not the contractor who is benefited if there be a saving in the labor employed, but it is the Indian?—A. It is the Indian, yes, sir; because the man whom he hires to put that in can put it in cheaper if he can get white labor. He can take the job cheaper and leave more stumpage for the allottee than if he had to depend on Indian labor.

Q. You say that is the only material alteration or change that you have made in the management of this logging business since you have been there?—A. Yes, sir; that is, in the management of the logging business. But in the management of the funds belonging to the Indians I have arranged to have it taken care of for them. I have stated that in my report; I do not know whether it is in the report or not.

Senator BLACKBURN. No, it has not been put in; you may add it if you want to.

The WITNESS. A year ago last spring I put about \$14,000 in the bank belonging to them, in the United States Depository, allowing them so much a week. An Indian who wanted to make an improvement, such as clearing his land or building a house, I would see it was paid to him. It was placed to their individual credit. It was out of my hands; I had no more control over it than they had. When it was placed in the bank I made the arrangement with them that it should be checked out so much a week, or to pay for any improvement necessary. But the Government farmer would have to witness those checks. Last spring I kept something over \$30,000, and there is a great portion of that left yet. Some of them do not check at all, do not come around once a week to get their money.

Q. What is the condition of those Indians on the reservation; is their condition improving?—A. Yes, sir; on all the reservations but the Flambeau they dress just as well as anybody. The Flambeau Reservation is quite a distance from the railroad, and there are a good many blanket Indians there, and they never have done anything until a year ago last winter. But their condition has improved, and there are over thirty houses now they are living in. Two years ago there were not over half a dozen at the Flambeau Reservation. In the other reservations they are well advanced in civilization.

Q. You were not on the reservation when you were subpoenaed to come here?—A. No, sir; I was at Hot Springs, in Arkansas.

Q. Had you any information to the effect that there was a delegation of Indians here complaining about your management of that office?—A. Yes, sir; they left Ashland before I went South. I knew there was

a delegation here. I did not know what the nature of their charges was, only what I could hear through the newspapers.

Q. When did you get here?—A. I got here on Tuesday night at 7.10.

Q. Have you had any conferences with the Secretary of the Interior or the Commissioner of Indian Affairs since you came here?—A. I have not seen either of them. I have not been near them at all. I considered my business was before this committee; they summoned me.

Q. In reference to these changes, these alterations that you have referred to as having been made in the conduct of your office since you have been there, were they done by your own suggestion or by a suggestion emanating from the Indian Office to you?—A. I think in that letter of 1885, in the instructions, it states that some steps ought to be taken to protect the Indians against the loss of money. We had a couple of cases where some women received \$8,000 or \$10,000, or ought to have received it, and did not get it; somebody else received it, and they were beaten out of it. The letter of 1885 called particular attention to that. Acting on that I took that money the next spring and placed it in the bank.

Q. There has been an order issued, probably since you left Hot Springs, certainly since you left the reservation, stopping the cutting of timber there?—A. Yes, sir.

Q. What effect is that going to have?—A. It is going to hurt a great many loggers there.

Q. In what way?—A. It will shut them out when they could do their best work, cleaning up, and it will throw a lot of men out of employment—Indians as well as whites.

Q. They have their outfits, teams, and their force in the woods now at this season?—A. Yes, sir; they are all there.

Q. Have you any idea as to the gross amount of lumber that will be cut this season?—A. I have not; I do not know.

Q. As compared with the last or preceding season?—A. I do not think it will be any more than last on account of this weather, and the condition of the roads through the winter on account of deep snow.

Q. Did you know that the firm of Calligan Bros. at one time employed Governor Pound, of Wisconsin, as their attorney?—A. Yes, sir.

Q. Did you have any conferences or dealings with Governor Pound as the counsel or attorney of that firm?—A. We talked matters over in a general way. I think I told Governor Pound that I would allow them to contract.

Q. For what season was that?—A. For the season of 1886-'87.

Q. Did you do it?—A. I did.

Q. Did you ever agree with Governor Pound that they should have the privilege of contracting for the present season?—A. No, sir; I did not.

Q. You did not?—A. No, sir.

Q. Do you know of any arrangement having been entered into by which, in regard to disputed cases where Calligan Bros. were claiming to have made contracts with Indians for the purchase of timber and other parties were also claiming to hold that timber under contract with the parties in interest, they were to meet, and the Indians to be given the right of selecting the party with whom they would close their contract and to whom they would deliver their timber?—A. Yes, sir; I remember that.

Q. What was done in those cases?—A. The matters were settled before the farmer, Mr. Rusler.

Q. That was on that one reservation where Mr. Rusler was the farmer?—A. That was the only one.

Q. There was no controversy anywhere else?—A. No, sir.

Q. Calligan Bros. did not haul or log anywhere else?—A. No, sir; that is the reason that I did not have any trouble anywhere else.

Q. Were the Indians given their right of election according to that arrangement?—A. So Mr. Rusler told me.

Q. Did Mr. Calligan or anybody else ever complain to you that that agreement had been violated, and that the Indians were not allowed to exercise their right of choice?—A. They did.

Q. Who did that?—A. I think Governor Pound wrote me a letter once from New York, and then Mr. Calligan called my attention to it on the reservation. Mr. Rusler said that this woman came to him and said she was willing to sell to Bergevin, and she did so. That Mary Bray contract is the only one I remember any trouble about.

Q. You do not recall any trouble about any others?—A. No, sir; but I know Governor Pound handed me a list of names at that time, stating that Calligan Bros. had contracted with them, and there were quite a number of names of the Indians—I think they had the names of nearly all the Indians on the reservation.

Q. Did you hand that list to them?—A. Mr. Rusler did.

Q. And they declared they never had made any contract with them at all?—A. Yes, sir.

Q. You spoke of two logging firms of contractors on the Bad River Reservation, Haskins and Denomie?—Yes, sir; Edward Haskins and John B. Denomie.

Q. Are they small or extensive and large contractors up there?—A. I do not how much business they did. I think Haskins claims he wants to get in 5,000,000 or 6,000,000 feet this winter, and Denomie about as much.

Q. Are there any other lumbermen on that Bad River Reservation than those?—A. They are the two largest, and they will cut the most of any two loggers there.

Q. And they are Indians?—A. Yes, sir.

Q. Are they employing a disproportionately large amount of white labor?—A. They employ about the same as the rest of them.

Q. About the same as the others?—A. Yes, sir.

Q. Did you ever have any correspondence with the Indian Office calling the attention of the Commissioner to the great saving that would accrue to the Indians by reason of the employment of white labor as against Indian labor?—A. I think I did, in 1886.

Q. Have you any of those letters which you wrote, or the answers to them?—A. I have copies here in my letter-book. Here is one of June 15, 1886, an extract from a letter which I called his attention to.

Q. That is your letter-book you are reading from?—A. Yes, sir.

The extract from the letter read by the witness is as follows:

Heretofore all these lumbering operations have been conducted by those engaged in them under many serious embarrassments. Chief amongst these are the fact that the Indian laborers would not carry out their agreements. They understood very well that the contractors for the logs were obliged to employ Indian laborers exclusively and Indian teams when they could be obtained. From every section these Indian laborers would go to the reservations and engage themselves to work for a contractor at a stipulated price for a logging season. Most of them would work for a few weeks, get their pay, and go away until their money was gone, and after the work was well under way they would combine and put up the wages to twice that for which white labor could be and was obtained in the same locality.

In consequence of this state of affairs logging operations was in many cases suspended, great losses accrued, and the spendthrift Indian wasted his own earnings, in which was also consumed the price of the timber which the allottees should have had.

Seeing that the logging operations last winter were likely to be affected from this same cause, I addressed a letter to you on the subject on September 7, 1885, and in reply thereto you gave me such authority as I thought would enable me to overcome this serious source of loss and injury, and I used it as I believe with good results. I believe it is just as important to teach these Indians honesty and justice as to labor.

Early in the logging season the same general course of these Indian laborers began to be put into operation, and I personally visited each of these reservations, and frequently afterwards, and I told as many of those Indians as I could see that they must live up to their agreements and remain at their work, and if they left they should not be permitted to return, and that I should see that white men got their places if I could not get honest and industrious Indians to fill them.

I instructed the farmer to visit each camp promptly whenever trouble was likely to occur and to read my letter of instructions (which embodied what I have stated above). The laborers seeing that there was a determined purpose to break up the course which they had every winter pursued and which they knew was wrong, remained at their work, and when the camps broke in the spring many of them had considerable money coming to them, the contractors got along well with their work, and the allottees received the full amount which they expected to receive.

By Senator BLACKBURN :

Q. Did you get any answer to that?—A. Yes, sir; that is the letter of general instructions which has already been printed, of August 24, 1886 (see page 17 of the record).

Q. Are you provided with a printed copy of the testimony taken by this committee?—A. Yes, sir.

Q. I will call your attention to page 55. Do you see a letter there, beginning on page 55 and ending on page 56, dated Chippewa Falls, Wis., January 3, 1888, signed by P. H. Calligan, and addressed to Mr. Atkins, the Commissioner of Indian Affairs, at Washington?—A. Yes, sir.

Q. I will ask you to notice in the very first paragraph of that letter the following :

While in Washington last August Acting Commissioner Upshaw requested me to appear before him and make such statements regarding the transaction of Calligan Brothers with Agent Gregory as were pertinent to the pending controversy between them and said agent. Agent Gregory being in the city, his presence was requested by Mr. Upshaw through Governor Pound; but he having immediately after such request left the city in obedience to the Commissioner's request, I appeared alone and made a verbal statement, after the conclusion of which Mr. Upshaw requested me to reproduce the same by letter for filing with the Department.

Is that a true statement of the facts?—A. No, sir; it is not.

Q. In what does it fail to state the facts?—A. Well, I was here in August; I have forgotten just the date this happened, but it was on Wednesday afternoon. I was stopping at the Ebbitt House at the time. I came down from the Interior Department to the hotel and found Mr. Calligan's card there, and shortly after that I was out in front of the hotel talking to a friend, and Mr. Calligan came to me and told me he would like to see me. I turned and told him if he had anything to say to me he could say it through his attorney. That is all that passed. I saw Governor Pound a short time after that, and told him I intended leaving Washington that night, but would postpone it until the next night in order to give Mr. Calligan a chance to go before the Commissioner of Indian Affairs with me; that was at the Ebbitt House that I told that to Governor Pound; I also told Mr. Hindmarsh the next morning. I went up to the Indian Office, and told him I was going to stay there to meet Mr. Calligan, and I was there all day and he did not appear. In the evening I saw Governor Pound and told him that I had stayed over to see Mr. Calligan and he had not come around, and I had some business that had to be attended to at home, and I was going to leave that night, and I told him that I thought Mr. Calligan

would brace up and go around after I left; that was about the way he did business, I said. Governor Pound said, no, he would not have it that way at all; that he would not approve of such a course as that. I left on Thursday night, and on Saturday Mr. Calligan went before the Commissioner; at least so I was informed by friends of mine.

Q. You stayed here one day longer than you intended to in order to go there with Mr. Calligan?—A. Yes, sir.

Q. And you did then request him to go, through his attorney, Governor Pound?—A. Yes, sir; I did. I stated it to Mr. Hindmarsh, and also to another employé in the Indian Department, and stated why I was remaining over a day longer than I intended to.

Q. A little further on in this same letter, on page 55, Mr. Calligan says:

In this connection I desire to state that Agent Gregory has represented to George Buffington, of Eau Claire, now a contractor, that I was requested by him to appear before the Commissioner and in his presence (Gregory's) make complaint, but that I declined to do so, referring to the circumstance of our being in Washington at the time above referred to, a most arrant falsification.

Q. Did you make that statement to Mr. Buffington, and if you did, was it substantially true that you had requested Mr. Calligan to go with you to the Indian Office to make his complaint in your presence?—A. I did not request Mr. Calligan to; I requested his attorney.

Q. Did you ever make any complaint to Mr. Cunningham, or anybody else, to the effect that Calligan Bros. were paying too high a price for lumber on that reservation?—A. No; I did not.

Q. Did they ever contract at higher prices than the usual prices ruling on the reservation?—A. I do not think they did. The records of the Indian Office will show whether they did or not. I am pretty positive that they did not, but we can easily find that out.

Q. Do you know Mr. John B. Denomie?—A. Yes, sir.

Q. I now refer to page 87 of this printed testimony. In answer to the first question he says his home is on the Bad River Reservation?—A. Yes, sir.

Q. In answer to the seventh question, "What contractors are logging there," he answers, "The Superior Lumber Company"; is that true?—A. No, sir; it is not.

Q. Has the Superior Lumber Company been logging on that reservation this or any other season since you have been there?—A. They never have. I was with the Superior Lumber Company when they organized, as their book-keeper, and they never have bought a log off that reservation since I have been there; and I was with them when they organized the company.

Q. Before you became Indian agent?—A. Yes, sir.

Q. Has the Superior Lumber Company, during the present season, or the last season, had any man representing it for the purchase of lumber on that reservation?—A. No, sir; it has not.

Q. I notice that you gave the name of a Mr. Kennedy among those who were logging on that reservation.—A. Yes, sir.

Q. Was he cutting for this company or for himself, or for whom?—A. He was cutting for himself.

Q. Now, look further down on that same page 87, towards the bottom of the page, and you will find this question:

Q. When was your second 80 allotted?—A. Four or five years ago.

Q. To whom was that allotted?—A. To my daughter.

Q. Did you sell that timber?—A. Yes, sir.

Q. When?—A. That would be two years ago last fall.

Q. In 1885-'86?—A. Yes, sir.

Q. To whom did you sell?—A. To the Superior Company.

Was there any sale made by Denomie, or anybody else, of lumber on that reservation?—A. No, sir; there was not; and Denomie was logging for Kennedy, who purchased the pine Denomie put in.

Q. And you approved the contract?—A. No, sir. Denomie bought from the Indians, but Kennedy furnished him the money to buy, and the books of the company would show whether Denomie ever had any dealings with them in that capacity or not.

Senator BLACKBURN. I believe that is all that I care to ask the witness.

By the CHAIRMAN:

Q. When did you go to Hot Springs, Ark.?—A. I left on the 7th of March, at 7.30 in the evening.

Q. Did you take a leave of absence from the Indian Office?—A. Yes, sir.

Q. How long before had you obtained it?—A. I applied for it in February some time.

Q. For how long a leave did you apply?—A. For thirty days.

Q. Did you specify the time during which you wanted to be gone; the period of thirty days?—A. Yes, sir; and, I think, in my letter I stated I wanted it to take effect on or about the 7th of March.

Q. And it was granted?—A. Yes, sir.

Q. Why did you wish to go to Hot Springs?—A. On account of having catarrh so badly. It was the worst time on the lake for it.

Q. About what time does the cutting of timber cease on the reservation?—A. Sometimes it lasts along until the middle of April.

Q. Does it ordinarily run as long as the middle of April?—A. No, not the hauling.

Q. I mean the cutting and hauling.—A. The cutting and hauling run together generally.

Q. Does it not end usually after the first week in April?—A. Sometimes; yes, sir.

Q. Ordinarily, I mean?—A. I do not know. I suppose it would on the average there on the Flambeau and Court Oreille Reservations, but it lasts longer than that on the Fond du Lac Reservation—the snow lasts longer.

Q. Then the thirty days during which you desired leave of absence to go to Hot Springs were the last thirty days of cutting and hauling timber on the reservation?—A. It might have been the last fifteen days.

Q. It naturally would be the last thirty days?—A. Yes, sir.

Q. And your catarrh was the only reason why you wanted to be absent?—A. That is the only reason.

Q. Have you been to Ashland from Hot Springs?—A. I came here by the way of Ashland.

Q. How long were you there?—A. I got into Ashland on Friday night and left Sunday night.

Q. Who represents you at the agency when you are absent?—A. My chief clerk.

Q. What is his name?—A. Henry H. Beaser.

Q. Has he authority from the Indian Office to represent you?—A. Yes, sir.

Q. Written authority?—A. Yes, sir; written authority.

Q. When you reached there had a telegram been received there to stop the cutting of the timber?—A. No, sir; not when I reached the Springs; when I reached Ashland it had been received.

Q. How long before?—A. I think it was the 15th it was received; I can not be positive about that. I got home the 16th, on Friday.

Q. Had it been promulgated to the various reservations?—A. Yes, sir; Mr. Beaser had done that.

Q. How did he notify them?—A. He notified the farmers in charge of each reservation that they should stop cutting.

Q. Did he notify them by telegraph or letter?—A. By letter.

Q. State how soon a letter would reach the farmer on each reservation.—A. At Bad River it takes about half an hour to run there by train. At Court Oreille it takes about three hours to go from Ashland to Hayward. And at Flambeau it take about two and a half hours or three hours to go from Ashland to Fifield, and they would get it the next morning on the Fond du Lac Reservation.

Q. So that in the ordinary course of mail, within twenty-four hours your representative could have notified the farmer at each reservation?—A. Yes, sir.

Q. And he did so, as you understand it?—A. Yes, sir; he did so.

Q. When did you arrive in Washington?—A. I arrived on Tuesday evening, at 7.10.

Q. You have stated that you have not seen the Commissioner or Secretary of the Interior.—A. I have seen nobody connected with the Interior Department except Major Hindmarsh.

Q. With whom have you had conferences since you have been here?—A. I conversed with Senator Blackburn.

Q. Except any conversation you may have had with him?—A. I had none with anybody here in the city at all.

Q. You have talked with no one?—A. No, sir.

Q. When did you first see the testimony taken before this committee?—A. I saw it on Wednesday; I came around to the room and Mr. Lasier, the clerk, gave me a copy of it.

Q. Had you seen that before your talk with Senator Blackburn?—A. Yes, sir.

Q. You have referred to your employment for the Superior Lumber Company; state your whole connection with that company.—A. I commenced to work for them as scaler of logs on the Bad River bottom seven years ago the 1st of June.

Q. That would be June, 1881?—A. Yes, sir. I staid with them until 1884. After I got through scaling that summer I came to Ashland, and they commenced building their mill. They employed me as book-keeper, and I stayed with them until 1884. Then I got the position of cashier in the Ashland National Bank; they just had started the bank. I went in there as cashier; I think that it was in March they organized the bank—either March or April; and I staid there until May, 1885, when I got this appointment. Since then I have been in the Indian service.

Q. When you took this appointment of Indian agent you were in the employ of the bank?—A. Yes, sir.

Q. How long before that had you left the employment of the Superior Lumber Company?—A. About fourteen months. I left it some time in March, 1884.

Q. What had been your business before you were employed in 1881?—A. I was a scaler or measurer of logs.

Q. What is your age?—A. I am thirty-one years old.

Q. What was your first avocation?—A. I was clerking in a store.

Q. Where was your home?—A. I was born in Canada.

Q. And your business was that of a clerk in a store?—A. Yes, sir.

Q. In Canada or in this country?—A. I always went to school in Canada. I was in Illinois when I commenced clerking.

Q. Where did you first commence to work in the United States?—A. I commenced at Joliet, Ill., or right near there, in a small town. After that I worked in Joliet at a drug store. It was in 1875 that I left there, thirteen years ago.

Q. Are you a naturalized citizen?—A. Yes, sir; I am.

Q. When did you first go to this region?—A. I went there seven years ago, I think, this next month.

Q. About the time you commenced working for the Superior Lumber Company?—A. Yes, sir; about that time.

Q. What business was done by the Superior Lumber Company while you were connected with it, and indeed up to the time when you became Indian agent?—A. They manufactured lumber, laths, and shingles, and had a machine-shop in connection with it at Ashland, and a sash and door factory.

Q. Anywhere else?—A. No, sir; they had no mill anywhere else.

Q. Then their lumbering operations may be said to have been at Ashland?—A. Yes, sir; at Ashland.

Q. Did they saw lumber for other parties, or handle their own lumber?—A. While I was there they sawed for William Knight. Colonel Knight was a stockholder, and I think they cut some for him.

Q. Was it their ordinary business to saw their own lumber or other people's lumber?—A. They sawed their own and put in their own; but if they had not stock enough of their own, they would take a contract from somebody else to cut.

Q. How did they procure their lumber, by purchasing it after it was cut or logging and purchasing stumpage?—A. The first winter's work they put in themselves; they had their own pine, and then they purchased some from Colonel Knight that they put in.

Q. Was this year when you worked for them the first operations of the Superior Lumber Company?—A. Yes, sir; I think they had been incorporated along in the spring or preceding fall. That was the first operating they had done.

Q. Is the Ashland Bank connected with the Superior Company?—A. It is not. The only stockholder at the time I left the bank that belonged to the Superior Company was John H. Knight, and he had \$1,000 of stock out of \$50,000.

Q. So that they are distinct institutions, so far as their stockholders are concerned?—A. Yes, sir.

Q. Did the Superior Lumber Company at any time within your knowledge, obtain any logs from the reservation?—A. No, sir; they never have.

Q. Have any of the logs which have been cut since you were agent on the reservation gone to their mills?—A. Not to my knowledge. I could not say as to that, because I have nothing to do with the mill, and know nothing about it since I left there.

Q. Do you know where the logs on the Bad River Reservation have gone?—A. They have been sawed at the mills at Ashland. I know the Union Mill sawed quite a number of them.

Q. How many mills are there?—A. There are five mills there.

Q. Do you know the extent to which logs from the Bad River Reservation have been sawed at the Superior Lumber Company's place?—A. I do not.

Q. You have no doubt that some have?—A. I could not say as to that, either.

Q. You can not say about that?—A. No, sir.

Q. You would not say that they have not been?—A. No, sir; I could not say that.

Q. What was Mr. Kennedy's business when you first knew him?—A. He was hired by the Superior Lumber Company as superintendent. He came there, I think, in 1882, and has been there since.

Q. State, if you know, what his connection was with the Superior Lumber Company; when it terminated; and what his business has been since.—A. He has been superintendent, or was in 1882. He came there as superintendent, and has been superintendent ever since, so far as I know.

Q. He is superintendent now?—A. Yes, sir.

Q. Where do the logs which he gets from the reservation go to be sawed?—A. They go to these mills in Ashland—the different mills there.

Q. Do they not go to the Superior Lumber Company?—A. I do not know. I know of logs having been sawed by the Ashland Lumber Company and the Union Mill Company from the reservation, of Kennedy's logs; but I do not know how many, or how many were sawed by the Superior Lumber Company, or if any were so sawed.

Q. Have the Superior Lumber Company ever had any contracts with Indians on the reservation?—A. No, sir; never. There has never been a contract brought to me for approval made by the Superior Lumber Company.

Q. Running to the Superior Lumber Company?—A. No, sir.

Q. But you have approved contracts for Kennedy?—A. Yes, sir; I have.

Q. Has he been a contractor for logs with the Indians on the Bad River Reservation every year since you have been there?—A. Yes, sir; he has.

Q. And his connection with the Superior Lumber Company has not ceased, to your knowledge?—A. Not to my knowledge.

Q. Have you ever known any contracts made with Indians in the name of the Superior Lumber Company which have afterwards been changed so as to read to D. A. Kennedy?—A. No, sir; I never have known any of them.

Q. If there have ever been any contracts made in the name of the Superior Lumber Company and afterwards changed to Kennedy, it was without your knowledge?—A. Yes, sir; without my knowledge.

Q. Is or is not Kennedy now logging upon the reservation for the Superior Lumber Company?—A. He is not, to my knowledge. The Superior Lumber Company have not bought any pine where Kennedy is logging. He may be logging for the Superior Lumber Company, but I do not think he is.

Q. Have you any knowledge on the subject?—A. Yes, sir; I have. I went there a year ago to see for myself if the Superior Lumber Company had handled or bought any of that pine, and I went through their books. They laid them open to me. There was a special agent named Heth who was there at that time. It was two years ago, and we went there and examined to see if their books showed that they had had any dealings with Indians.

Q. Why did you do that?—A. Because they had made charges that the Superior Lumber Company was purchasing pine of Indians, and I wanted to know whether Mr. Kennedy was purchasing for himself or the company.

Q. You thought you ought to know that?—A. Yes, sir.

Q. That is, if he was really logging for the Superior Lumber Company or for himself personally, you thought you ought to know it?—A. Yes, sir.

Q. What did you find upon examination?—A. I could not find that the Superior Lumber Company had ever had any dealings with the Indians at all. Mr. Kennedy had a separate set of books of his own, and it showed with whom he contracted, the amount of money paid and due them, and the amount of pine cut.

Q. Why did you care to know whether the Superior Lumber Company had these logs, or whether Kennedy handled them personally, so long as he made the contract and gave bonds and was responsible for the full amount?—A. I wanted to know for my own satisfaction, because the newspapers there had been accusing me of being a stockholder of the company, and standing in with it, and had said we were robbing the Indian, and I wanted to know how much of that was going on.

Q. It was on account of these newspaper rumors that you thought you would ascertain the facts?—A. Yes, sir.

Q. And you did ascertain the fact as well as you could, that the Superior Lumber Company had nothing to do with Kennedy's contracts?—A. Yes, sir; that it had nothing at all to do with them.

Q. How did you happen to take the appointment of Indian agent?—A. It was offered me, and I was tired of staying in-doors. There is some out-of-door exercise connected with it, and there was an increase in the salary.

Q. Did you apply for the appointment?—A. A friend of mine applied for me; that is, I wrote a letter to a friend of mine making application.

Q. State, if you have no objection, who recommended your appointment.—A. I do not know. General Bragg was the one who recommended me; I do not know who else, or, in fact, I never looked into it.

Q. You do not know upon what recommendation you were appointed?—A. No, sir.

Q. You can state all the persons who recommended you.—A. I know that General Bragg did; I was told that in February General Bragg had recommended that I be appointed.

Q. State all the persons whom you asked to aid you in securing the appointment.—A. I did not ask anybody. Some of my friends in town—young fellows—came to me and asked me if I would take it, and I said I did not know. They said the salary was greater than I was getting, and advised me to take it.

Q. If you did not solicit any office, or make any advocacy of your cause personally, who did solicit in your behalf your appointment as Indian agent?—A. The only one that I really know of who did anything about it was Col. John H. Knight.

Q. Who was then a stockholder in that bank?—A. Yes, sir; he was then and is to-day.

Q. What is his connection with the Superior Lumber Company?—A. He is secretary and treasurer of the Superior Lumber Company.

Q. And a large stockholder?—A. I think he is the largest stockholder in the Superior Lumber Company, or one of the largest; I do not know how the stock is divided.

Q. Have you stated all the persons whom you think of whose influence was solicited to procure your appointment as Indian agent?—A. I have stated all who ever talked with me about it.

Q. I not only ask your personal information, but what you have ever heard as to who recommended or assisted in procuring your appointment.—A. I do not know how to answer that question. I do not want to swear that anybody did, not knowing that they did.

Q. Well, that you ever heard of.—A. No; I never heard of anybody that had done anything in that way, except Colonel Knight. General Bragg was willing I should be appointed.

Q. That was General Bragg, the member of Congress?—A. Yes, sir.

Q. Outside of General Bragg and Mr. Knight, you do not consider yourself under obligation to any one for that appointment?—A. No, sir; I do not.

Q. And do not know that any one else solicited or aided in procuring that appointment, except those named?—A. I could not swear to it.

Q. You can not state any others?—A. No, sir; I can not.

Q. When you commenced your duties as Indian agent did you investigate the system that had prevailed of allotments, and of timber contracts?—A. As soon as I got straightened around in the office I did.

Q. You had some knowledge of it before that?—A. No, sir · not of the Indian business.

Q. You knew Agent Durfee?—A. Yes, sir.

Q. What is his full name?—A. William R. Durfee.

Q. Where is he now?—A. At Ashland, Wis.

Q. You knew him, as you have said? Did you know that lumbering had been done on the reservation?—A. Yes, sir; I knew his partner had bought logs when he was agent.

Q. What was his name?—A. Horace J. James. The contract is in the name of the Union Mill Company, and they were members of the Union Mill Company.

Q. You knew they had bought logs?—A. Yes, sir: their contracts are in the office now.

Q. Did you know that at the time?—A. Yes, sir; I knew it at the time.

Q. And you were living at Ashland and had general knowledge of the way in which allotments were being made?—A. No, sir; I knew nothing about the allotments; that was out of my line of business. I knew there was logging done there.

Q. You knew that the Union Mill Company, with which Mr. Durfee and Mr. James were connected, had been doing business?—A. Yes, sir; I knew that because the Superior Lumber Company owned the boom where all this Indian pine has to be rafted. I had to keep the books and I had to make out the accounts for those parties, and in that way I found out about it.

Q. Then the lumber from the Bad River Reservation has to go through the Superior Lumber Company's boom?—A. No, sir; there is some on the shore bank on Lake Superior that does not have to go through.

Q. How is that shipped?—A. They tow it into Ashland in rafts.

Q. What is the boom on, Bad River?—A. Yes, sir.

Q. And all that comes down Bad River has to pass their boom?—A. Yes, sir.

Q. And that is the way you had the knowledge about the Union Logging Company?—A. Yes, sir; I was keeping the account of the rafting done. You have to keep an account of the different marks and owners so as to collect from them.

Q. When you made an investigation as to the system of allotments and timber contracts, what did you find was the case as to the allot-

ments to the Indians in severalty; all allotments were then made, were they not, under the treaty of 1854?—A. Yes, sir.

Q. To what extent had allotments been made at that time?—A. I do not know just how many there were on the different reservations; I could not tell without looking at the records.

Q. You could not tell how many allotments had been made at that time?—A. No, sir; I could not.

Q. I want you to examine the records, so far as you can have access to them, and ascertain how many allotments had been made on all the reservations under your charge in 1885, when you took possession of your office. What were the first allotments that you supervised?

The WITNESS. The selecting of them?

The CHAIRMAN. Yes; the allotments of land in severalty to the Indians.

A. I think it was at Bad River; I will not be positive though.

Q. How many different allotments have you recommended to the Department from Bad River?—A. I could not tell you without looking the records up. There are four different reservations.

Q. Have the allotments been frequent or at intervals?—A. They have been about once a year, or sometimes twice a year.

Q. Speak now of the allotments prior to 1887, when the severalty act passed; speak only of allotments under the treaty; were allotments made about once a year on each of the reservations?—A. At Court Oreille we used to make them once a year; that is, when we made a settlement in the spring for the winter's logging, when the Indians would all be together and we would make additional allotments.

Q. And on the other reservations?—A. At Bad River I think it has been made as high as twice a year, but I would not be positive, and I think at Flambeau.

Q. I desire that you will examine the records and be prepared to inform the committee of the date of each allotment, each list of allotments recommended by you from each of the reservations, together with the number of allottees in each case; that will be the gross number.—A. Yes, sir; I will do so.

Q. Speaking of allotments under the treaty, what has been the course of procedure when allotments have been made?—A. There has been a council held and the chiefs and head-men have decided as to the eligibility of the candidate.

Q. Were there written instructions in the office as to the part you were to take and the principle upon which you were to conduct these allotments?—A. I do not think there was, but there is a certificate attached to these selections; we were to certify to what had been done.

Q. The agent has to do that?—A. Yes, sir. You have to certify that these names have been presented in open council to the chiefs and head-men in council assembled, and that they were in favor of allowing the party to have the selection.

Q. Then the general rule was that the agent would not recommend the approval of allotments except they were approved by the council and chiefs?—A. Yes, sir. That was under the treaty.

Q. Now state what has taken place under the severalty act.—A. The instructions under the severalty act, as printed on page 21 of the record, about the center of the page, say:

It has been the practice heretofore, in making allotments under the treaty, to submit the applications to a council of the Indians, and to allow the council to determine whether the applications should be allowed. This practice will be discontinued.

That is the instruction in regard to making allotments; and then, further, about the mixed bloods residing on the reservations.

Q. Up to that time all allotments, to wit, those made under the treaty, had required the approval of the Indians?—A. Yes, sir.

Q. And the Indians had always consented to all allotments to which you had given your approval?—A. Yes, sir; they had. Of course there were many of them rejected by the Indians which I did not send in.

Q. Did those Indians whose allotments were rejected undertake to appeal or pursue a remedy in any way?—A. Yes, sir; some of them have.

Q. In what way did they proceed; what method did they adopt?—A. I think there are some cases before the Commissioner now where Indians have been rejected by the council.

Q. State what has taken place under the severalty act.—A. Selections have only been made on one reservation and that is at Fond du Lac. Agent Wall and myself went there, and he read the instructions to the Indians who were there. I think there were something like one hundred and ninety-odd names presented. Out of those one hundred and ninety there were thirty-six in dispute, that the Indians objected to. We talked the matter over and they finally agreed with us that there were fifteen of those thirty-six who were entitled to lands there.

Q. Who agreed to that?—A. The Indians; quite a number of them; there must have been a couple of hundred of them there. So that there was fifteen of them that we said, after we found out who they were, that were entitled, and that left twenty-one in dispute. Out of that twenty-one I think there were nine or ten, I can not tell without looking at my papers, that could not establish any relationship to the tribe, and we rejected them. But the balance of them (in some cases they were brothers or sisters to parties who had passed the council), we sent their names in.

Q. Notwithstanding the Indians objected you allowed out of the fifteen— A. Out of the twenty-one we allowed a dozen or so.

Q. On such evidence as seemed to you sufficient?—A. Here are the instructions:

In passing upon these claims you should require the statement of the applicant, under oath, supported by the evidence of at least two witnesses, that he is a member of the particular band of Chippewa Indians upon whose reservation he desires an allotment, or that his father or mother was a recognized member of such band.

They established that fact, those Indians did; they brought witnesses to testify. That is where Mr. Coffey makes the charge that he wanted to introduce testimony and was not allowed to. That is true. The testimony he wanted to introduce was that he was going to get two or three people to swear that such and such an Indian had not received his annuity at Fond du Lac twenty-five or fifty years ago.

Q. Whatever evidence he wanted to introduce you declined to receive it, having before you such evidence as the instructions required?—A. Yes, sir; we could have got one hundred Indians to have sworn that their parents were there at the payment and were recognized members of that band.

Q. But you based your report not on what testimony you could have obtained, but on the testimony you did have, that is, under the instructions?—A. Yes, sir.

Q. Now you may state in reference to the allotments since the passage of the severalty act in February, 1887, which have been made under the treaty, notwithstanding the passage of the severalty act?—A. There was a list (there are nearly two hundred) from Court Oreille that

was made the year before, and the Indians requested me to hold that list for a year to see if these mixed bloods who had passed the council would go on the reservation and settle down and become citizens there. Those selections were made in 1886. I held that list as they asked me to and sent it on in 1887. Then there were other selections made along in the winter and spring of 1887 that I sent in which were made under the treaty; they were made really before this became a law.

Q. You may look at the testimony and turn to the correspondence on pages 18 and 19. Do you see General Upshaw's letter to the Secretary of the Interior of November 26, 1887, on page 19?—A. Yes, sir; I see it.

Q. He speaks of two schedules of allotments, one on the Fond du Lac and the other on the Flambeau Reservation, and another on Red Cliff?—A. Yes, sir.

Q. As having been made under the treaty but which he recommends to be approved notwithstanding the passage of the severalty act of February 8, 1887. Were either of those allotments the one to which you have just referred as being one you had held over?—A. No, sir; it was neither of them.

Q. Has the one that you speak of as having been held over been sent on?—A. Yes; it was sent on in 1887.

Q. And approved?—A. I have received no official notice of the approval.

Q. You have not been informed of its approval?—A. No, sir.

Q. State what you know about the allotments mentioned in the Acting Commissioner's letter of November 26, 1887, as printed on page 19 of the record.—A. Why, they were made under the treaty and forwarded to Washington the same as all other selections were made—forwarded to the Commissioner of Indian Affairs.

Q. Were they forwarded after Agent Wall received his instructions?—A. I think not; no, sir; they were not; they were forwarded, one list on October 8, 1886, that is my recollection, and June 10, 1887, and June 13, 1887, and one on June 14, 1887. I think you will find those other dates on those schedules—my dates.

Q. I will ask you when the schedule of October 8, 1886, was forwarded by you to the Indian Office?—A. October 8, 1886, that is my date.

Q. And where the letter states they were certified by you that is the date when you forwarded them?—A. Yes, sir.

Q. Is that the way you understand it?—A. Yes, sir; on October 8, 1886, June 10, 1887, and June 13 and 14.

Q. None of those were approved until after November 26, 1887?—A. No, sir.

Q. Do you know what the cause of delay in approving them was?—A. It was the rush of work in the Indian office, so I was informed when I was down here last summer; that they were way behind in the work and had not sufficient help.

Q. Now you may revert, if you please, to the condition of things when you went into the office. What did you then find in writing to guide you in reference to timber contracts?—A. I do not know; it is hard to answer that question.

Q. Answer it as well as you can?—A. There was not a great deal to show me, and I wrote for instructions.

Q. Was there anything to show you what the system of letting timber contracts there had been?—A. There was a blank or a printed form there of instructions to agents; I had some of them in my office.

Q. Signed by whom?—A. Signed by Mr. Price, the commissioner.

Q. You are quite sure of that, are you?—A. Yes, sir.

Q. Have you one of those with you?—A. No, sir; I have not. I think I can get a copy at the Indian Office.

Q. Were there any copies of circulars which had been issued by Agent Durfee like that on page 11 of the testimony?—A. Those are the ones I have reference to.

Q. Do you mean that is what you had reference to when you said—?—A. I was mistaken there; there were only a few in my office.

Q. But that is what you found in your office?—A. Yes, sir.

Q. Did you find anything else in your office?—A. I did not look through his correspondence.

Q. I am not asking you what you failed to find, but state what you did find, as well as you can recollect, when you went to that office in 1885, that was in print or writing, to guide you in the timber-contract matters?—A. I found some of those circulars.

Q. Then when you stated a moment ago that you found instructions signed by Commissioner Price you think you were mistaken, do you?—A. Yes, sir; I do, because this is the one I had reference to.

Q. And you do not remember finding any instructions from Commissioner Price?—A. No, sir.

Q. Did you find printed forms of contracts?—A. Yes, sir.

Q. Anything else that you remember?—A. Some blank bonds.

Q. Anything else?—A. No; not that I can remember.

Q. Then, so far as you are now able to state to the committee, all that you had to guide you, besides any general knowledge you had of what had been going on there from your residence in Ashland, and your working for the Superior Lumber Company and the bank, was the Durfee circular and printed blank contracts and bonds?—A. Yes, sir.

Q. You have stated that you asked for instructions shortly after?—A. Yes, sir.

Q. Did you ask for them by letter?—A. Yes, sir; by letter.

Q. You may produce that letter if you have it, or a copy of it.—A. On September 7, 1885, there is one letter on that subject. I think you have that letter already in the record. It is a letter of mine.

The CHAIRMAN. You may read it; that has not been printed, I think. The witness read as follows from his letter book:

LA POINTE, ASHLAND, WIS., *September 7, 1885.*

SIR: I have the honor to inclose herewith a copy of a letter received by me from William G. Walker, Government farmer, Bad River Reservation, regarding the lumbering operations on the reservation.

After the inclosed letter was received by me I went to the Bad River Reservation and had a council with the chiefs and head-men, and they expressed to me the same views which are contained in the inclosed letter.

They assign as a reason for desiring the number of camps limited to three, that there are not enough of young men, and those able to work in clearing the lands and taking care of the timber, to supply more than that number of camps, and if more are allowed their reservation will be infested with Indians and half-breeds from Minnesota and Canada who are unreliable and drinking men, and who cannot get work in the neighborhood where they are on account of their habits and bad character.

It is true that much trouble has come from that class of Indians and half-breeds who have been employed and who would stay about and create trouble by trying to have their wages raised, and if their wishes were not complied with would try to induce all other men to quit, and in many instances almost break up the camp, to the great loss of the allottees.

But there may be other allottees who will want to commence their clearings and who can not get it done from one of these camps, and they may be able to get good men to do the work, and I do not think that there should be an absolute rule made in the matter. I am not prepared, either, to recommend that they be allowed, wholly at their discretion, to employ white teamsters. It is true that very few of the Bad

River Indians are skilled in driving a team, and it will be necessary to hire some white teamsters; but as many Indians as are apt and can be trained to be teamsters, ought to be so trained, and I suggest that this matter be left to my discretion.

In the matter of cooks it will be necessary to employ a white man for head cook. This is a very important man in a logging camp, and he must be a good and experienced man, but his assistant can be an Indian boy, and I will visit these camps at the proper time and see that as many of those Indians are put into those places as can be usefully so employed.

I think that \$6 per thousand feet for No. 1 logs is a fair price, and I will endeavor to get as good a price as possible for the lower grade of logs. I understand personally these matters, and will be able from my experience to tell what is the best if these matters are left to my discretion.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

HON. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

THE WITNESS. There was an inclosure with that from the Indians. They held a council and wanted the camps limited to three, and they wanted a certain number of white men. There was a copy sent with the letter, and I think it is in the Indian Office.

Q. Have you a copy of the letter of Mr. Walker, the Government farmer?—A. That is the one I am speaking of; I inclosed a copy of that letter to the Commissioner.

Q. Then in reply to that letter you received the letter from the Acting Commissioner of October 29, 1885?—A. Yes, sir.

Q. And that letter is supposed to have been your guide since that time?—A. Yes, sir. I think there is another letter here also prior to the last one. (After examining the letter book.) No; that is the only one.

Q. You found in the office, as you have stated, these blank forms of contracts?—A. Yes, sir.

Q. So the blank form which is in the record on page 6 is the correct form of the blanks which you found in your office?—A. I think there is an addition. The end of this, the latter part, does not read the same.

Q. You think the words "shall not be assigned or sublet under penalty of annulment thereof" is a later addition?—A. Yes, sir.

Q. But with that exception the form is the same as that which you found in the office, having been prepared, as you understand it, by Agent Durfee?—A. Yes, sir.

Q. This form of contract contemplates that in each case the Indian shall contract with the lumberman, the purchaser of the lumber, to cut timber upon three-quarters of his land and deliver it on the bank of the stream or at the appointed place of delivery; that is the contract?—A. Yes, sir; that is the contract.

Q. Is that the form of contract which has always been used from that time down to this?—A. Yes, sir; it is.

Q. Has the Indian in all cases himself cut and delivered the timber?—A. No, sir; it would be impossible for him to do it.

Q. And that stipulation in the contract has not been literally complied with; I mean that the Indian who was the contractor should cut and deliver the timber?

THE WITNESS. I do not understand your question.

THE CHAIRMAN. Whether the Indian has done it himself in all cases?

A. No, sir; he has not.

Q. You stated, in the course of your examination, to Senator Blackburn that you found that under the system, as it had existed before you

became agent, the Indian was not getting as much net result for his timber as he ought to have received?—A. Yes, sir.

Q. And therefore you required the contractors, the lumbermen, to make a different arrangement?—A. Yes, sir.

Q. State more definitely what that was.—A. Well, when the contractors bought from the Indians, say they gave them \$5 a thousand to deliver on the bank, they would sublet it to some Indian or mixed blood. The Indians would get them to log it for them and put it on the bank and agree to pay them \$3 a thousand for getting it on the bank. I told those contractors if it cost an Indian any more than \$3 to get it on the bank they would have to pay it themselves, and that the allottees should get what was due them, the original amount.

Q. How did you determine, in cases of that kind, what the allottee ought to receive net?—A. It depends on the quality of the pine and the distance required to haul it to get it to the river.

Q. So that the amount to be deducted from the price named in the contract would depend on the expense of handling the timber?—A. Yes, sir.

Q. And they had been in the habit of making that too large and giving the Indian too small a net result?—A. Yes, sir.

Q. And you were determined to put a stop to that, as you supposed, for the benefit of the Indians?—A. Yes, sir.

Q. In what shape would the contractors put that agreement?

The WITNESS. How do you mean?

The CHAIRMAN. Would they make an oral or a written agreement?—A. They made a written agreement. Those parties who logged it would make a sub-contract and file it with the farmer, agreeing to put the logs in for so much a thousand.

Q. And then that would secure to the allottee so much net?—A. Yes, sir.

Q. That is to say, if the contract price was \$6, and this supplemental contract was for \$3, the Indian would get \$3, and if it was for \$3.50 the Indian would get \$2.50?—A. Yes, sir.

Q. You say you think that system was required for the protection of the allottee?—Yes, sir.

Q. And you favored it?—A. I did.

Q. Do you mean that you originated it?—A. Well, they had not been doing that before.

Q. As it had been going on before, you conceived that it had injured the Indians?—A. I considered that it cost too much to put it in.

Q. Did you frame any written orders to this effect?—A. I visited the reservations and told the farmers and contractors about it. I told the farmers and gave them to understand that they would have to do it.

Q. So that this method of doing business you wanted to make universal as nearly as you could on all the reservations?—A. Yes, sir. Of course there are some cases—I can cite a case where an Indian had an "eighty" of pine, and he put it in himself. He had an outfit, but after he got his camp started he was down town drunk most of the time, and when he came to settle up in the spring his pine was gone and he had nothing to show for it, but was in debt.

Q. In that case who put the lumber in for him?—A. He had a foreman there, but the foreman neglected his duties.

Q. That might be a white foreman or might be the agent of the man who purchased the lumber?—A. No, sir; I do not think so. The man who has an outfit of his own can employ nearly anybody he chooses.

Q. But his own foreman cheated him?—A. He probably had a man in there who did not understand his business.

Q. And if the Indian did not work the foreman would make a bad job of it?—A. Yes, sir.

Q. You gave the farmers to understand that you wanted the Indians protected in that way, did you not?—A. Yes, sir.

Q. Do you know when it was that you first deemed it necessary to do this?—A. I did that in the fall of 1885, I think.

Q. Was that system adopted pretty generally after that time?—A. Yes, sir.

Q. Did you make a written report that you had made this requirement of the contractors?—A. No, sir; I did not.

Q. You never have reported that?—A. I do not think so.

Q. Did you not discover that Agent Durfee had also found it necessary to make requirements of this kind?—A. I never discovered that.

Q. He never thought it was necessary to do that?—A. I do not know. I never discovered that he had issued any such order; in fact, I do not think he did, for the reason that there were Indians on the Court Oreille Reservation who did not get 10 cents a thousand stumpage through bad management—not through Agent Durfee.

Q. The money would be used up?—A. Yes, sir; to bank the logs.

Q. Under the system you adopted, where a contract was made for \$6 a thousand, who was to determine how much net should be guaranteed to the Indians?—A. The farmer went and looked them over to see how long a haul it was, what it would cost to bank it, and what would be a fair amount.

Q. And he would fix that amount and the contractor would guaranty that the Indian should get all named in the contract except that?—A. Yes, sir.

Q. Then, under this system of course the important thing to know was, not what the amount per thousand specified in the contract was, but how much was to be deducted from that amount for banking the logs?—A. That was the important thing.

Q. If the contract was for \$7, and \$4 was to be deducted from the \$7 and the rest paid to the Indian, he would get \$3; and if the contract was for \$6 and only \$3 was to be deducted, he would still get \$3, and if \$4 was to be deducted he would only get \$2?—A. Yes, sir.

Q. Do you mean to say that you think that system was a wise one for the allottees?—A. Yes, sir; I do.

Q. Do you feel justified in your own conscience in adopting that system, and giving those instructions to the farmers, and enforcing that system upon the contractors?—A. I do.

Q. You have stated in answer to questions by Senator Blackburn that the clause in the contracts that the logs should be cut from three quarters of each allotment had not been observed?—A. No, sir; I do not think it has been observed.

Q. To what extent has it been disregarded?—A. I do not know. It is impossible for me to go to all these allotments myself and look over them. I never had any complaints made that they had been cutting them.

Q. Who would be likely to complain?—A. The Indians, probably.

Q. The Indian would not be likely to complain unless he wanted the one-quarter left in one compact body, would he?—A. I do not know. In some cases I know that the Indians have requested that the loggers leave that quarter alone; I know that to be the fact in some cases.

Q. But as a general thing what has been the wish of the Indians?—A. They have not said anything about it.

Q. The Indians, under this system, have been anxious to get all the money they could, haven't they?—A. Yes, sir; most of them wanted to get all that pine cut in one winter, but some did not want over 15 or 20 acres cut.

Q. But, as a general thing, the more lumber was cut the more money they got and the better satisfied they were?—A. Yes, sir.

Q. What do you say about the improvidence of the Indians? Is an Indian receiving a large sum of money for timber likely to take care of it?—A. Some will take care of it and some will not.

Q. Tell me whether there is any difference in the tribes; whether one tribe is more careful and prudent than another, or whether they are all about alike?—A. They are all about alike. You take old people and give them money and there are a lot of young and smart half-breeds that will get it away from them in twenty-four hours. If they can not get it away from them by playing poker, they will knock them down and get it; and others do not know the value of money, because they never have had any.

Q. To what extent did you feel that it was your duty to look after and take charge of the money after it was paid to the Indians?—A. In 1886 I took about \$14,000, and in 1887 I took thirty thousand and some odd dollars of theirs and placed it in bank.

Q. What was your rule or system under which you took this money of the Indians; what Indians did you take it from and what measures for saving or taking care of the money did you adopt after you had taken it?—A. This was mostly taken from old men and women who were not able to take care of themselves.

Q. Who determined whether it should be given to the Indian or taken and kept for him?—A. The farmer; he knew them better than I did.

Q. Did he have authority from you to give or withhold the money as he saw fit?—A. No, sir; I was there when the settlement was made; on every reservation I make the settlement.

Q. When a settlement was made was it made on a given day?—A. Yes, sir; it takes sometimes a week to make a settlement.

Q. You go to the reservation and settling takes place?—A. Yes, sir.

Q. When you were there with the farmer on each reservation you determined then and there on the spot what Indians should have money and what ones should not?—A. I would ask the farmer who he thought was capable of taking care of it, and in many cases the Indians came to me and asked me to take care of it.

Q. What did you do with that money?—A. I placed it in the bank, in the national depository.

Q. In all cases?—A. Yes, sir.

Q. The nearest bank is at Hayward?—A. The nearest bank to the Court Oreille Reservation is the Sawyer County Bank; there is some money in that; that is a private bank. There was three or four thousand dollars placed there in 1886.

Q. You never held any of the money yourself or put it in your individual name in the bank yourself?—A. No, sir; hardly.

Q. You always took pains to get it out of your hands?—A. I will state just how I did that business if you would like to know. When I got that money I gave them my official receipt for it. I receipted for it officially, so that if I kept it my bondsman would be responsible. Then I took it to the bank. I got two bank books, an original and a dupli-

cate. The original I sent to the Indian and the duplicate I sent to the farmer. This money was deposited to the individual credit of each Indian. An Indian would say that he wanted five or six or seven dollars a week, and I had the bank put down that the Indian should be allowed to draw so much a week on a check witnessed by the Government farmer. He could not check it out unless the farmer did this.

Q. So that in all cases where you withheld the money from the Indian, and did not think he was competent to do what he liked with it, you adopted measures to prevent his drawing it out too rapidly?—A. Yes, sir; and in cases where they wanted to make improvements, build a house or buy a team, I saw that they could get the money to do it.

Q. What proportion of the different Indians did you withhold money from in this way—I mean what proportion of the whole number? Supposing you had fifty Indians to settle with, what proportion would get their money in full?—A. There were more than that; I had two hundred to settle with.

Q. I mean, taking any given number, what was the proportion of the Indians you thought could take their own money and do what they liked with it, and what proportion did you think it was necessary to guard by requiring this deposit to be made?—A. At Court Oreille Reservation I think there are forty odd who have placed their money in my charge; there must have been two hundred altogether.

Q. Then in that case perhaps not quite one-quarter of them?—A. No, sir. I could not tell you just exactly the proportion, but somewhere in that neighborhood.

Q. There is a clause in the contract which says that—

This contract shall be valid and binding only after having the approval indorsed thereupon of the United States Indian agent in charge of the above-named reservation, and the honorable Commissioner of Indian Affairs.

Have logs been cut there on any of the contracts before their approval by the Commissioner of Indian Affairs?—A. I think probably some of them have been cut, and they are cutting on others.

Q. Has not that been the general rule?—A. Yes, sir; ever since they commenced logging there.

Q. Under Agent Durfee, as well as yourself?—A. Yes, sir; I can show you where a contract was transmitted after the pine had been cut and paid for; Agent Durfee so states in his letter.

Q. So that if that clause is to be construed as prohibiting the cutting of timber until after the contract is approved by the Commissioner of Indian Affairs, it has been a dead letter?—A. Yes, sir; it has been.

Q. From the beginning?—A. Yes, sir.

Q. How is it with reference to the provision that the contract shall be approved by the Indian agent; has cutting ever taken place before the contract was made in writing and approved by the agent?—A. No, sir, I think not; in fact, I am pretty sure it has not. The farmer makes all those contracts, and when he gets a lot of them in his office he sends them to me. I do not know of any such cases; there may have been some, though.

Q. You have not given any authority to have the cutting go on until you approve the contracts?—A. No, sir.

Q. But being approved by you, you felt justified in withholding them until spring before forwarding them?—A. No, sir; not in withholding them; I was waiting until they could get bonds, and lots of times you have to send them back for correction. Unless you have a good man on the reservation you have to send them back four or five times.

Q. As a matter of fact, however, the contracts usually have not come forward until the spring of the year?—A. Last year my contracts were forwarded in February.

Q. Do you know of any reason why those contracts could not be forwarded one by one immediately when they are made?—A. I do not know of any reason.

Q. Do you know of any reason why contracts made in the summer should not be at once approved by the agent?—A. No, sir.

Q. What is the ordinary time taken by the mails in coming from Ashland to Wisconsin?—A. They come through in two days.

Q. And the farmers could all reach you by mail in one day—in twenty-four hours?—A. Yes, sir.

Q. And in two days the contracts could reach Washington, and in two more days they could get back there again?—A. Yes, sir; but one trouble about not having these contracts made early in the season is, the instructions from the Commissioner of Indian Affairs relating to logging have never been issued in time.

Q. Do you refer to the general instructions?—A. I mean as to whether they will allow any cutting or not during the ensuing winter.

Q. Do you mean that you have required special instructions from the Indian Office each year in order to allow contracts to be made?—A. Yes, sir; I have received them every year and have them here.

Q. Will you produce them if you have them?—A. They are on record. One of the letters, of October 9, 1885, I have read, and there is a letter of August 24, 1886, which I gave the committee to-day, and one written in 1887.

Q. This letter of October 21, 1887, is not a specific authority to allow contracts to be carried out?—A. It is a continuance of the order of 1886.

Q. But without regard to that letter, the making of contracts went on during the summer?—A. They went on against my orders if they did. I got a letter from the Department last summer stating that no contracts should be made until further orders from the office (I think it was in 1887), and I so notified all the farmers.

Q. Please show me that letter?—A. I haven't got it here, but I can get a copy at the Indian Office.

Q. Show me what you understand to be the letter which was a revocation of that order from the Department?—A. I haven't it here.

Q. You have neither the orders not to cut nor the orders allowing contracts to be made?—A. Yes, sir; I have the orders allowing contracts for 1886. I wrote again for other orders and that letter of 1887 is the order; it says the same rule applies.

Q. With reference to controlling the proceeds; but it is not specific authority to go on and make contracts?—A. I took that to be authority enough to go on and make contracts. It assumes authority enough.

Q. Had you approved any contracts before that date in 1887?—A. No, sir; I had not.

Q. You had been aware that various contractors had gone on and made advances?—A. Yes, and told them they were taking their own chances if they were so doing.

Q. But you did not feel authorized to approve the contracts until that date?—A. No, sir; I did not.

Q. Now, you sent no contracts to Washington until February 25 this year?—A. No, sir.

Q. Will you state more clearly to the committee why it was necessary to detain those contracts so long?—A. They did not get them to

me, or get them completed to send in to me, until along about the 1st of February, and they had all to be compared and checked over. I think some of them may have come in in January, but I will not be positive. But they have to be checked over and compared, and sometimes, in many cases, sent back for correction.

Q. Have you sent in any contracts on the Flambeau Reservation for the winter of 1886-'87?—A. No, sir; I have not.

Q. Was any logging done on that reservation?—A. Yes, sir; there is a report on file in the Indian Office showing what was done.

Q. That was a year ago?—A. Yes, sir.

Q. Why were not the Flambeau contracts for 1886-'87 sent in?—A. Because I had no form of contracts for them. There is a letter there which I can find in which I explained the matter. (After examining his letter book). Here is the letter; it is dated March 31, 1887.

The witness read the letter referred to, as follows:

LA POINTE, ASHLAND, WIS., *March 31, 1887.*

SIR: I have the honor to reply to Department letter L. 6869, 1887, as follows:

I would state in beginning that much delay in getting the logging operations on the Lac du Flambeau Reservation into proper shape has been caused by the isolated position of the reservation and the absence of any employé who was competent to take charge of such work. I will not attempt to give a general report of the logging operations at this time, as I expect to include it in my report at the end of the present season, but will confine myself to answering specifically the questions asked by you.

(1) Has the cutting and sale of timber on the Lac du Flambeau Reserve been limited exclusively to those Indians whose selections are now pending before the Department?

In answer to this question I would say yes. No pine has been cut on land not sent in for patent.

My logging report will contain a list of the lands cut on, together with the names of the respective allottees, and the contractors to whom sold.

(2) Do the several contracts above referred to call for a greater quantity of timber than was contemplated by office telegram of November 4, 1886, viz., "sufficient for actual necessities;" and if so why in the present incomplete condition of the allotments was this permitted?

My instructions to the contractors were not to cut more than 20 to 40 acres on each allotment, according to the thickness of the timber, and I think this amount comes within the limit of "sufficient for actual necessities," for this reason: In making preparations to log any certain tract of land a large amount of money must be expended putting in a main road; cutting roads through the tract and building skidways from which to load the logs on to the teams before any timber can be banked.

Now, it would cost more than the logs are worth to go on to an eighty allotment, and go to all this expense simply to clear 3 or 4 acres of land.

In my judgment the amount of land above named is the lowest that can be logged with profit in each allotment, and I therefore do not think I was exceeding the quantity of timber contemplated by office telegram of November 4, 1886, when I allowed the amount above stated to be cut.

(3) Why were not bonds given by the contractors? Why were the contracts not forwarded to this office in the usual course?

I would answer these two questions by saying that I did not consider the usual forms would cover the ground in these cases.

The Indians had no patents to the land, and in the forms now used on the other reservations the contract states "that the said party of the first part, having received from the United States a patent," etc., and the bonds also state "an Indian holding patent for the," etc. I thought I would be warranted in doing as has been done formerly on the Fond du Lac Reservation, where the Indians cut their pine without contracts and sold it in the spring, the agent in charge seeing that they had received just compensation therefor. The logs were banked on the reservation and could not be removed by the contractors until they had settled with the allottees in a satisfactory manner. That is to say, I did not consider the rights of the Indians were at any disadvantage under the method I was pursuing, as the contractors put in the logs at their own risk and trusted to the good faith of the allottees to deliver the logs in the spring.

If, however, the Department thinks the usual contracts and bonds will cover the ground, or that the rights of the Indians are not sufficiently protected under the

method I am pursuing I would respectfully request that you instruct me, and I will comply at once.

The contractors in question did submit contracts to me, but they were void, by reason of numerous defects, and I did not take steps to have them properly completed for the reasons stated above.

(5) Why were not the several contractors required to take out special licenses to trade, as in the case of Calligan Brothers and others on the Lac Court Oreilles Reservation?

Before my departure on leave of absence, January 31, 1887, I instructed Mr. A. M. Sherman to make application for license to trade with the Flambeau Indians. Upon my return I found he had neglected to do so.

On or about March 20, 1887, he completed his bond and forwarded it to this office, but it had to be returned for correction. Upon its return I will forward it at once, as also bonds of Charles H. Henry and Daniel Donnet, together with their applications for special licenses to trade with the Lac du Flambeau band of Chippewas.

In regard to Charles H. Henry's agreement with the Indians to guaranty them \$2 per stumpage, I would state that it is verbal. Inspector Gardner is mistaken when he reports A. M. Sherman as occupying the old mission house as a trading store. He occupies the old school-house and has put it in good repair. I have notified him to pay rent at the rate of \$100 per annum, and at the end of the quarter will deposit \$25 in the United States Treasury to credit of the Lac du Flambeau band of Chippewas. In conclusion, I would state that I have acted in good faith throughout and tried to manage for the best interests of the Indians, and I am certain that at the end of the logging season the net profits per accruing to them will be as great, if not greater, than to those living on the reservations when the pine has been sold by contract.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs.

By the CHAIRMAN:

Q. And that letter is a full statement by you of the reason why you had forwarded no contracts on the Flambeau Reservation for 1886-'87?—
A. Yes, sir.

Q. You say that you allowed white men to come in on the reservations to aid the contractors?—A. Yes, sir.

Q. And you say that had been done under Agent Durfee?—A. Yes, sir.

Q. And you have stated, in answer to Senator Blackburn, that you conducted the business as Agent Durfee had conducted it?—A. Yes, sir; I think I stated there were more white men employed under my administration, did I not?

Q. I want to ask you in the first place about your means of knowledge of what took place under Agent Durfee; do you state that from hearsay or from your own knowledge?—A. I state it from letters which are in his letter-books, written to the Commissioner, and from what people have told me about it.

Q. You mean from general report?—A. Yes, sir; from the general report of parties who had been logging under him.

Q. But you had not been on the reservations yourself?—A. No, sir.

Q. You knew what any resident of Ashland giving attention to the subject might have known?—A. Yes, sir.

Q. When did you first begin to allow white men on the reservations for logging more than was specified in Agent Durfee's circular?—A. I will state the first case of that kind; Mr. Denomie probably remembers it. He had a camp about 12 or 14 miles from there on the reservation, the farthest up the river. The Indians would not stay there and work for him. They would come down on Saturday afternoon and stay until Tuesday or Wednesday. Mr. Denomie came and told me that he could not get the Indians to work for him and that it would ruin him unless

he could get help, and he said he would have to have some white men who would go there and stick, or he would be ruined. I told him to go back there and if the Indians did not work for him to put white men in, and he did so, and the consequence was that he made some money that winter; that was the winter of 1885-'86.

Q. Do you know what white men he put in there?—A. I do not know; I never asked him. I told him to go on and complete the job.

Q. How many he took in you do not know?—A. No, sir.

Q. Did you give that same permission to other contractors in 1885-'86?—A. They did not ask for it; their camps were nearer town, and it would not take them so long to go up and down.

Q. In 1885-'86 there were not so many white men there?—A. No, sir; unless they could steal in on me, and I am satisfied that all the contractors on the Court Oreille Reservation ran in white men whenever they could do so. That was the first permission I gave, which was to Mr. Denomie.

Q. That was the only permission you gave in 1885-'86?—A. Yes, sir.

Q. Take the season of 1886-'87; what did you do about allowing white labor to go in upon the reservations?—A. I told the Indians if they could not go to work and work for \$35 a month or along there in the camps that they would have to put white men in; that it cost so much more to log it, paying them such big wages, that the allottees did not get what was right. No man could take a logging job, on account of those high wages.

Q. And the Indians' money would all be used up in the expense of logging?—A. Yes, sir. And as the Indians did not stay at work I told them to put in white men.

Q. Did you give all the contractors that privilege?—A. I did.

Q. Did you tell the contractors that as well as the Indians?—A. I told the farmer to tell them that after that if those Indians did not work that they could put white men in their places.

Q. Do you remember what time in 1886-'87 you gave that permission?—A. That was early in the fall.

Q. And so far as you know every contractor had the same opportunity?—A. Yes, sir.

Q. You did not give the privilege to one contractor and not to others?—A. No, sir; I did not.

Q. You intended that the farmer should give that privilege to all of them?—A. Yes; and I think he did.

Q. That was in the fall of 1886-'87?—A. It was.

Q. Do you remember what limitations you put upon the employment of white men; what was to guide the farmer, the Indians, or the contractors as to the extent of that practice?—A. No; I do not remember exactly what they were.

Q. You have stated that it was to obviate the difficulty caused by the Indians quitting and going away?—A. Yes, sir; that was all it was for.

Q. And it was to enable the lumber to be gotten out that was contracted for during the winter?—A. Yes, sir.

Q. You state that no Indian has ever been refused work that you know of?—A. No Indian that I know of.

Q. At any time since you have been agent?—A. No, sir; at any time.

Q. But they have been given the preference?—A. Yes, sir.

Q. But you think subject to the right of every able-bodied Indian to be employed, you were justified in letting white crews come in?—A. I do.

Q. Now you may state what instructions, if any, you gave about white laborers for this season, 1887-'88.—A. The instructions I gave for the season of 1886-'87 held for the season of 1887-'88.

Q. Did you not intend to put any limit at all on the number of white men, provided all the Indians who wanted to get work could get it?—A. All the Indians who wanted to could get work.

Q. But if they all got work, did you not intend to limit the number of white men who might come in there?—A. No, sir; I tried to limit the number of contracts, but the Indians raised a howl and claimed I was showing favoritism.

Q. But if it was necessary to execute fully the contracts which you allowed to be made, to let in white men, and if every Indian who wanted work could get it, you put no limit on the number of white men that were necessary to execute the contract?—A. No, sir.

Q. Is that your statement?—A. Yes, sir; they all wanted to contract.

Q. So that, as I understand you, you first established this system of having a net amount guaranteed to the Indians because they were not getting what they ought to have gotten for their timber?—A. No, sir; they were not.

Q. And you let the white men in because if you had not the timber would not have been gotten out and the Indians would have complained that they did not get the money they were entitled to?—A. Yes, sir.

Q. That I understand is your idea?—A. Yes, sir; and because with white men it could be logged much more cheaply and expeditiously than with the Indians.

Q. Now you may state right here what rule you adopted for limiting the amount of lumbering which might be done in any winter on the reservations. You have stated that after the contracts were made you let them have white men enough to get the lumber off. Now you may state what limits you put on the contracts and what your instructions were to the farmer for the three years, and what your own action or policy was?—A. In 1885, I think it was, I told the farmer on the reservation that I would not approve any contracts after a certain date.

Q. Do you remember that date?—A. It was in the fall some time; I think it was in December.

Q. December, 1885?—A. I think so; I will not be positive; I can not remember the dates. But some of my friends who were logging on the reservations said that was for the purpose of shutting them out.

Q. But you adhered to it?—A. No, sir; I did not. I talked to the farmer about it. Those parties were warm friends of mine and they raised such a howl about it that I told them I did not think I would enforce it, because I knew they were capable of testifying to most anything in regard to it.

Q. And so you let the contracts go on?—A. Yes; and let them make a few more of them.

Q. That was in 1885-'86?—A. Yes, sir; I do not remember exactly the date of it.

Q. Look at pages 104, 105, and 106. The first contract on page 104 begins on September 15, 1885, with Kennedy. There is September and October and up to November, and last, on page 107, there are some December and January contracts?—A. January 23, 1886, is one.

Q. What was the date you fixed for stopping the contracts?—A. I intended stopping them along early in the winter. I see that here is one of Calligan Bros., of March 2, 1885; that is on page 107. I do not suppose they cut any under that, because it had not been approved.

Q. Now state how you finally limited contracting for 1885-'86; how you stopped it, and at what point?—A. Well, I did not stop it.

Q. Then you let all the contracts be made which the Indians wanted to make and the contractors wanted to make in 1885-'86?—A. Yes, sir.

Q. And then having allowed the contracts to be made, you felt obliged in justice to the contractors and the Indians both, to let the lumber be taken off, and to facilitate taking it off even if it took white labor to do it?—A. Yes, sir.

Q. Now take the season of 1886-'87; the most of those contracts were made in the fall, were they not?—A. Yes, sir; up until you get to page 113. Here is one with John B. Denomie made in January, and he has some others which were made in January, and Calligan Bros. have one made April 1, 1887.

Q. Could not those contracts have been sent into the Indian Office earlier than they were?—A. They were sent to me, and as soon as I could check them over they were forwarded.

Q. You forwarded them as expeditiously as you could, you think?—A. Yes, sir; I did.

Q. Now take the contracts for 1887-'88. Those have been going on all winter, have they not, clear down into February?—A. The most of them are in October, 1887, and some in February.

Q. The first one on the list was in November, 1887?—A. Yes, sir.

Q. And then there are October and November contracts, many of them, and those were only received at the Indian Office March 1, 1888?—A. Yes, sir.

Q. Now, if you will look at the number of feet specified in these various contracts you will see that it varies from 50,000 up to 700,000. What was that, a mere estimate of the amount there would be upon the contract?—A. Yes, sir.

Q. Was it an estimate of the total number of feet of timber embraced in the contract?—A. No, sir; I do not think it was.

Q. What was the guide to determine what quantity should be put in as the approximate quantity on each contract?—A. I do not know exactly just how they did figure on that.

Q. What is your own idea about it?—A. I judge there could not have been but very little timber on that where it is put at 50,000 feet.

Q. You think the amount has reference to the amount of timber there was?—A. Yes, sir.

Q. Take pages 112 and 113, contracts with Bergevin of October 11, 1886, with Mary Bray, with Ke-gani-ganis, and Ambrose Corbine. There are 700,000 also 800,000 and 700,000; those are very large amounts?—A. There was more than that on those claims.

Q. You understand those were very heavily-timbered tracts?—A. Yes, sir.

Q. Those were what would be called "fat" contracts?—A. Well, they were not bad.

Q. Was it fine timber?—A. Yes, sir; I think so; I did not see it; it was away down on the reservation.

Q. Do you know how much stumpage those three allottees received themselves?—A. I think it was \$3 a thousand; it may have been \$5.25.

Q. Were there not 1,000,000 feet taken off of each contract probably?—A. I think there was more than 1,000,000 feet.

Q. Were there not 2,000,000 feet on the Mary Bray contract?—A. I could not say.

Q. If she received \$3 and there were 2,000,000 feet she got \$6,000 ?—
A. Yes, sir.

Q. Did she get about that amount ?—A. I do not remember. At the time I made that settlement I settled with about two hundred others. I know when they settled that Bergevin came up there to pay and he had been running no store and it was all cash that they got ; it was a large amount.

Q. Do you remember whether Corbine and Ke-gani-ganis got \$5,000 or \$6,000 each ?—A. No, sir ; not that much. I think Bergevin had about \$10,000 when he came up there to settle.

Q. And were those the only contracts he had to settle ?—A. Yes, sir.

Q. He paid in money. Did you have to take care of any of that money for the Indians ?—A. No, sir.

Q. Were they all competent to take care of it ?—A. Yes, sir ; they are all mixed bloods, and I guess they have all got land off the reservation.

Q. Did you not fix last summer and fall any limit to the extent to which the Indians might sell timber for the winter ?—A. They went on and sold without consulting with me.

Q. And you approved the contracts ? Did the contractors go in and begin to cut the timber before you approved the contracts ?—A. Yes sir ; they did.

Q. This winter ?—A. This last winter and the winter before they did.

Q. Before you approved the contracts they went on ?—A. Except in case where there was a dispute as to ownership.

Q. But where the title was clear they went on before the contracts were approved by you ?—A. Yes, sir.

Q. Now, did you have no question in your own mind as to how long this timber ought to last ; whether it ought to be cut off in three years or in ten years ; what was your policy in that regard ?—A. I would like to see it last longer than that.

Q. What was your policy, if you had any ?—A. I always instructed the farmer to keep the limit down and let them cut as little as possible on each lot.

Q. But taking the whole reservation did you have an eye to prevent the timber being swept off in a few years ?—A. Yes ; I instructed the farmers on the different reservations to limit the cutting as much as they could. But you could not limit the sale ; the Indians had patents and were going to sell anyway.

Q. They were anxious to sell as fast as they got their allotments ?—A. Yes, sir ; and so anxious that they sold several times to three or four parties before they cut anything at all. If they could get an advance they would get it and go to one store and then get another advance at another.

Q. And then by the time the contracts reached you the business was being conducted, was it ?—A. Yes, sir ; it was.

Q. If you had refused to approve a contract which had gone into execution, you would have angered the Indian, the contractor, and everybody else ?—A. Yes sir ; I would have been showing favoritism then.

Q. What amount of timber contracts, in millions of feet, do you think have been made this winter ?—A. I have not figured it up.

Q. You do not know ?—A. No, I do not.

Q. Have all the contracts come in or not ?—A. All but Andrew Gowan's contracts. As I have said, they have gotten up a form of contract of their own, and I sent them back.

Q. Have all the others come on?—A. I think so.

Q. Have you seen those which have come within a day or two, a list of which Major Hindmarsh produced to-day?—A. No, sir; I have not seen them.

Q. These are the ones [exhibiting the list to the witness]?—A. Yes, sir; I have.

Q. Have you looked at those?—A. Yes, sir.

Q. Tell me whether there are any more contracts for this winter outstanding.—A. No, sir; I do not think there are; none that I know of.

Q. To the best of your knowledge and belief, everything is now in?—A. Yes, sir; except the Gowan contracts.

Q. How long do you think the timber, at the rate at which cutting is going on, will last on these reservations—I mean pine timber—assuming the cutting to be the same as last year and this year?—A. I do not know. I never have seen an estimate of the timber which was originally on those reservations. Some people say there are 150,000,000 on the reservation, some say 250,000,000, and some only 75,000,000.

Q. To what extent have you been over the reservation?—A. Only where the roads run through.

Q. You never have tramped through to examine?—A. No, sir.

Q. You get your impression from talking with farmers and contractors?—A. Yes, sir; by talking with the lumbermen.

Q. Can you give an opinion, supposing the lumber cutting to go on as it has this winter, how long it will be before the pine timber will be gone on the four principal reservations?—A. I do not know. If I had any estimate of the timber there I could get at it.

Q. I am not asking you to tell me why you can not tell, because you have explained that. But I ask you to state whether you have any opinion or judgment as to how long pine timber will last at the present rate of cutting.—A. Knowing as little as I do about the body of timber on there I do not think my opinion would amount to anything; I do not think I could give a close guess.

Q. You are not willing to give an estimate?—A. No, sir; I am not.

Q. I will ask you again if you had any policy in approving contracts with reference to the preservation of pine timber on the reservation?—A. I have stated that I instructed the farmers to restrict the cutting as much as possible; to have as little taken off of each selection as they could.

Q. But as a matter of fact you have approved of the contracts that the contractors have been able to make?—A. Yes, sir; all that the Indians have been able to make.

Q. Or that the contractors have been able to make with the Indians?—A. Yes, sir.

Q. Will you look at Agent Durfee's circular as printed on page 11 of the testimony and tell me how many of the instructions which he says he has received from the Commissioner of Indian Affairs have been observed under your administration of that agency? Read the first clause, if you please. He says:

My instructions from the honorable Commissioner of Indian Affairs in relation to the sale of pine upon the Indian reservations are to the following effect: Indians who have received patents for their lands will be permitted to cut and sell the timber from three-fourths of the tract patented, leaving one-fourth of the timber in a compact body, intact, for future use for fuel, fencing, etc.

Has that been observed under your administration?—A. I stated before that I did not think that had. I do not know how it is, not having visited the reservation.

Q. So far as you know it has not been observed?—A. No, sir.

Q. He also says in this circular, "They will not be permitted to sell stumpage, neither will white crews be allowed to do the work, but the Indians themselves must cut and sell delivered on the bank of a driving stream, lake, or at mill, as may be desired." Has that been observed?—A. No, sir; that never was observed when Mr. Durfee himself was agent.

Q. Has that been observed under your administration?—A. No, sir.

Q. He also says, "the logs to be paid for from time to time, as may be agreed between the contracting parties, final payment to be made before they are removed from the landings." Has that been observed?—A. Yes, sir; that has been observed.

Q. "White men logging upon the reservation will be considered and treated as trespassers." What do you say as to that?—A. I say that never has been observed.

Q. Have you ever put any white men off the reservation?—A. I did in 1885-'86; I ordered them off.

Q. Men who came on for the purpose of lumbering?—A. Yes, sir.

Q. To what extent did you have to enforce that?—A. At one time I think there must have been fifty that I drove off the Court Oreille Reservation.

Q. But since that time you have not put anybody off?—A. No, sir, because the Indians raised their wages the next day after those men were put off.

Q. So that white men have been necessary to carry out the contracts? "The scale will be by a party approved by the United States Indian agent in charge of the reservation, the scaler to be paid equally by the first and second parties to the contract." What have you to say to that?—A. At Court Oreille I had the same scaler that was under Agent Durfee; he was up there until last season.

Q. The scaling has been fairly done?—A. Yes, sir. Mr. Stevens was there under Agent Durfee and remained there until last fall, when he left to go West, and I had to get another man.

Q. You think there has been no cheating of the Indians in regard to scaling?—A. Only in the case I have stated this morning, where the timber was taken from the squaw of an Indian, but otherwise I think it has been honestly done. The large lumber companies who buy the pine take that pine by the scale that my scalers get. The contractors buy from the Indian by their scale, and these companies down the river buy the logs from the contractors by that same scale; so that it is to the traders' interest to get as big a scale as they can, and if they do the Indian does.

Q. And of course they get a nearly exact measurement?—A. Yes, sir; these big companies have their inspector there all the time checking up the scale.

Q. "All contracts, in order to be valid and binding, must first be approved by the United States Indian agent and the honorable Commissioner of Indian Affairs." Has that been observed under your administration?—A. They have been approved.

Q. Before the contract has gone into operation?—A. I think so. I think they have been approved before they were all cut, but not before they commenced work on them.

Q. Now you have specified certain departures from the conditions mentioned in Agent Durfee's circular, will you point out if you can any authority from the Commissioner of Indian Affairs, written authority, to make those departures?—A. The only authority that I have from the Commissioner is in these letters.

Q. If the authority to make these departures is not to be derived from those letters then —?—A. If it is not I am responsible for it.

Q. Have you ever had any oral authority different from that contained in the circular from Commissioner Atkins, Assistant Commissioner Upshaw, or any one else?—A. No, sir; I have not.

Q. Then if those departures have not been authorized by the Indian Office, you alone are responsible for them—you and Agent Durfee?—A. Yes, sir; of course Mr. Durfee is not responsible for my action, nor am I for his.

Q. But each is responsible for his own departures?—A. Yes, sir.

Q. Has the Commissioner of Indian Affairs had any knowledge of the way the business has been done down to and including the allowing of white men upon the reservation?—A. I think Mr. Calligan informed him of it, but he had nothing officially from me.

The select committee then adjourned until Saturday, March 24, 1888, at 11 o'clock a. m.

WASHINGTON, D. C., *Saturday, March 24, 1888.*

The select committee met, pursuant to adjournment, at 11 a. m.

Present, Messrs. Chandler (chairman), Platt, Cullom, and Blackburn.
The CHAIRMAN. I will recall Mr. Gregory.

TESTIMONY OF JAMES T. GREGORY.—Recalled.

JAMES T. GREGORY was recalled and further examined.

By the CHAIRMAN :

Q. Will you state again the banks in which you have placed the various deposits of moneys belonging to the Indians?—A. I think I omitted one of them yesterday. I put \$1,490 and some odd in Seymour's bank at Chippewa Falls at the request of the woman that the money belonged to. The other banks are the Sawyer County Bank, at Hayward, and the Ashland National Bank.

Q. How much did you ever deposit in the Ashland National Bank?—A. I took up there about \$30,600, and some odd dollars.

Q. That was the bank in which you had been employed?—A. Yes, sir; and I am a stockholder in that bank now. I reported that fact to the Commissioner of Indian Affairs before I made the deposit.

Q. State the other principal stockholders in the Ashland National Bank?—A. I think the largest individual stockholder is Mr. Fuller, who lives at Belvidere, Ill., the president of the bank. Thomas Barden, of Ashland, is another, and Dr. Ellis, of Ashland, is a large stockholder. Mrs. Vaughn, of Ashland, is a large stockholder. William Knight has some stock. At the time I quit the bank Colonel Knight owned \$1,000 worth of stock.

Q. Is that the same man?—A. No, sir; they are brothers.

Q. Has Mr. Rust any stock?—A. No, sir; none at all.

Q. Does the bank pay any interest to the Indians on their deposits?—A. They pay no interest to anybody on deposits.

Q. Is there a writing which specifies how much the Indians may draw lodged with the bank?—A. Yes, sir; there is.

Q. The limitation which you put on their right to draw is filed with the bank?—A. Yes, sir.

Q. Who were the farmers on the reservations when you became agent?—A. Mr. Walker was on Bad River.

Q. State as you name each whether he still remains there or whether there has been a change.—A. Mr. Walker was farmer when I took charge and had been for ten or twelve years previous to that, and is yet on the Bad River Reservation. There was no farmer on the Flambeau Reservation.

Q. When did you first appoint one there?—A. In the fall of 1885, I think. Philetus G. Cook was the first farmer and resides at Cloquet, Minn. I am pretty sure that Mr. Cook was the first man I appointed at Fond du Lac. He was away for one winter.

Q. Who took his place?—A. Edward L. Rose, of Cloquet.

Q. Who succeeded Mr. Rose?—A. Mr. Cook came back again and he is the present farmer.

Q. Name the farmers on the other reservations?—A. Mr. Nelson E. Pero was the farmer on Court Oreille Reservation when I took charge in May, 1885. He was discharged in January or February, 1886, and is now in Ashland, Wis.

Q. Who succeeded Pero?—A. William Rusler. He is still the farmer and lives at Hayward, Wis. At Vermillion Lake there is a farmer also.

Q. I do not care for those, only the ones on timber reservations. You say that you never knew of any contracts made by the Superior Lumber Company with Indians approved by Mr. Pero?—A. He was on the Court Oreille Reservation, and no timber from there goes to Ashland.

Q. Then you never knew the Superior Lumber Company to make any lumber contracts for Mr. Pero's approval?—A. No, sir.

Q. Was Pero an acting farmer on the Bad River Reservation?—A. No, sir.

Q. So that if any contracts were presented to him for approval in all probability they must have been on the Court Oreille Reservation?—A. Yes, sir.

Q. What method did you adopt for securing to the Indians a fair price for their timber?—A. The going price is what regulated it; the price that logs are selling for delivered in the main river. That had a good deal to do with what the Indians got for their pine.

Q. You undertook to scrutinize the price before you approved the contract, did you not?—A. Yes, sir. Of course in some cases the timber was not worth as much. One lot of timber would not be worth as much by \$1 a thousand, or even more, as other timber.

Q. But you undertook to familiarize yourself with the market price of timber when you approved a contract, did you not?—A. Yes, sir; I did.

Q. Did you or not undertake to ascertain something with reference to the quality of the timber embraced in the contract?—A. I had the farmer do that.

Q. I am speaking now of what you and the farmer did. Either yourself or the farmer undertook to ascertain the market price and the character of the timber on each lot that was contracted for?—A. Yes, sir.

Q. Did you seek in all cases to get the full price for the Indians?—A. I did.

Q. What was the difference in the quality of the timber on the various reservations; was the pine on one reservation as good as that on another?—A. No, sir; it was not.

Q. Which had the best pine?—A. I think the best pine was on the Court Oreille Reservation, and the next best on the Flambeau, then the

next on Bad River, and Fond du Lac Reservation has the poorest quality of pine.

Q. Did you aim to have prices correspond to these varying qualities in the pine?—A. The position of these reservations has a good deal to do with the price with reference to getting it to market.

Q. And those variations you undertook to consider in fixing the price?—A. Yes, sir.

Q. Did you consider that it made any difference in price as to the size of the trees on the allotments?—A. It generally follows that large timber is better than small timber and has better lumber in it.

Q. So that logs from a reservation having large and sound trees would bring a better price?—A. It would be better lumber, but it might cost more to get it to market.

Q. But other things being equal, large sound trees would bring the best price?—A. Yes, sir.

Q. And if an allotment contained small trees as a general thing you would not expect the price to be so large?—A. I would not. Those matters are largely regulated by the Indians themselves, the contractors, and by competition.

Q. Did you consider that as agent you were bound to supervise these contracts to see that they were fairly made and that the interests of the Indian were protected?—A. Yes, sir.

Q. If a contract was made for the timber on an allotment at so much a thousand and the contractor was allowed to go in and cut all the best trees and leave the smaller and poorer ones, the Indian would lose by such a contract, would he not?—A. He would.

Q. Did you guard against that?—A. I tried to; I gave my farmers instructions to have them cut it clean, that is, the merchantable timber. Of course logs 6 inches through are not merchantable.

Q. You did not mean that the lot should be cleaned of all trees but of the marketable lumber, whether large or small?—A. Yes, sir.

Q. Please define the size of a tree which you would think ought not to be cut.—A. Some lumbermen contract that they will not take anything smaller than 8 inches at the smallest end of the log. I have seen contracts where they will not accept logs under 12 at the small end, and many of them specify 10 inches at the small end.

Q. Do the contracts undertake to define what is merchantable pine timber by any other words written in the body of the contract?—A. Yes; I think you will find many contracts specifying that nothing shall be cut under 10 inches at the small end; any others they would not consider merchantable.

Q. Is there any fixed rule about it?—A. I do not know. Some will take logs 8 inches at the small end and others will not.

Q. You would have to consider that matter in giving your approval to a contract?—A. Yes, sir. The farmer has time to visit the place and see the timber, and he would attend to that. It is impossible for me to go around on the reservation.

Q. On page 166 of the record there is printed a list of forty-two contracts with A. M. Sherman, each of them for 50,000 feet in quantity at the price of \$5 per 1,000; also twelve contracts with Joseph Allen, each for cutting 50,000 feet at \$5 per 1,000?—A. Yes, sir.

Q. On page 167 is printed a list of eighteen contracts with A. A. Maxim, jr., each to cut 100,000 feet at \$6, and on page 168 a list of six contracts with Peter B. Ferguson, each to cut 100,000 at \$6 per 1,000?—A. Yes, sir.

Q. How do you account for those contracts being all of a uniform price?—A. I have not had time to visit those reservations, and I have had a farmer there but a short time at the Lake Flambeau Reservation.

Q. What is his name?—A. Stephen Edwards. I do not know the timber, but I should judge the most of it is in a block and they pay \$5 a thousand. I know that the stumpage has been guaranteed on that reservation.

Q. On all those contracts?—A. Yes, sir.

Q. Therefore you do not regard the price named here as material so far as the Indian is concerned?—A. No, sir; as the Indian is guaranteed that he will get \$2 per 1,000 stumpage on the Sherman contracts, and on the Allen or Sherman or some other contract they get \$2.25. It is the difference in the quality of the timber.

Q. You approved of these contracts and sent them to the Department?—A. I did.

Q. You approved them all before you went to Hot Springs?—A. Yes, sir; I think it was the 23d of February that I approved them.

Q. What steps did you take to ascertain whether those were fair prices?—A. I calculated that \$2 or \$2.25 a thousand was a fair valuation for that stumpage situated where it is.

Q. Then you did not base your opinion as to whether it was fair or not by the price of \$5 or \$6 put in the contract?—A. I looked at it that \$2 or \$2.25 was a good price for the timber situated where it was and considering the length of the driving. There had to be two dams built to get those logs to the main river. The Indians do not build those dams; the parties who buy the pine build them. That will make a difference of 25 to 50 cents a thousand in the lumber gotten out next year in favor of the Indian. Those streams have never been driven.

Q. State clearly what you relied upon, when you approved those contracts under which lumbering had already commenced, to enable you to determine that they were fair contracts for the Indians?—A. I stated to you that knowing the distance from the drive to the main river and that no improvements had been made, I calculated that is a fair price for stumpage; it was all it was worth.

Q. You do not think in this case there would be any considerable difference in the value of the timber on the different lands?—A. I do not.

Q. You consider it would all be of the same quality?—A. Well, some might have been a little better than others, but it would average about the same. Some Indian might have had a little better timber, probably a little larger.

Q. It was evident to you that no such Indian had stipulated for and succeeded in obtaining any better price than an Indian whose timber was less in size?—A. Yes, sir; it was.

Q. Had you any reason to suppose that he had?—A. No, sir; but in some cases some were guaranteed \$2.25 per 1,000 for stumpage.

Q. What evidence had you as to what stumpage was guaranteed?—A. I talked with Captain Sherman about it.

Q. Did you see the contract?—A. It was a verbal contract between him and the Indians, but I should say it was carried out.

Q. What evidence did you have as to the guarantying of stumpage in the Sherman contracts?—A. I think Sherman has filed a list with the farmer; I will not be positive; I told him to.

Q. That was your rule, was it not?—Yes, sir; to file a list with the farmer showing how much the Indians were guaranteed.

Q. But you do not know that there has been a guaranty there except from conversation with Captain Sherman?—A. No, sir; I do not, except from conversation with Sherman and Allen.

Q. Did you approve these contracts from your general knowledge of the reservation and the timber on it?—A. Yes, sir.

Q. On pages 160 and 161 there is a list of contracts made by the Fond du Lac Indians with Patrick Hynes for this season, received at the Indian Office March 13, 1888, containing one hundred and fifty-one contracts in all?—A. Yes, sir.

Q. The quantity in each case is specified at 100,000 feet and the price at \$5. Did you approve those contracts?—A. I did.

Q. And the timber is being cut under them?—A. Yes, sir—at least until this last order was issued.

Q. When did you receive those contracts?—A. The latter part of February, I think.

Q. Not until that time?—A. No, sir.

Q. Cutting had begun under them long before you received them?—A. Yes, sir.

Q. What evidence can you give the committee as to the value of the timber upon that reservation which led you to approve those contracts at \$5?—A. Well, they are guaranteed from \$1.50 to \$2 and \$2.25 on those contracts.

Q. How do you know that?—A. I know it from Mr. Hynes and from the farmer.

Q. Who is the farmer there?—A. Philetus G. Cook.

Q. When did you receive those contracts?—A. In February, I think.

Q. When did you receive information as to what stumpage was guaranteed?—A. I received that when I was there in the winter, in December or January. I was talking with Mr. Hynes about it and asked him what he was paying there and he said that he gave \$5 a thousand, but was guarantying so much stumpage; that some logs were worth more than others, being nearer the river than others.

Q. You understood from Mr. Hynes that he did not guaranty a uniform stumpage price, but it varied according to the quality of the timber?—A. Yes, sir.

Q. Did you understand that also from Farmer Cook?—A. I did.

Q. Did you see any written contract guarantying stumpage?—A. I did not.

Q. Was it your information that the guaranty of stumpage was an oral guaranty?—A. Yes, sir; oral, but I think there is a list filed with Farmer Cook; I will not be positive.

Q. Is it in disobedience of your rules, instructions, and suggestions if they are not filed with him?—A. There is always what is called a sub-contract filed with the farmer, or at least those are the orders, and the Indians themselves know what the agreement is between them and Hynes.

Q. But if it is oral they have no means of enforcing it?—A. I do not think Hynes would deny it.

Q. You think he would honorable pay them all he guaranteed?—A. Yes, sir.

Q. You hardly think it is wise to leave a question of that kind to the honor of the contractor, do you?—A. When these contracts are made the farmer is a witness to them, and he knows what private agreement was made and can testify to it.

Q. When the settlements are made with the Indians what sort of an account is made up?—A. There is an itemized statement made of cash

and supplies received during the winter by each Indian, and that account is read over to him. It also shows the amount of logs placed to his credit, and then the cost of banking is taken out. That is rendered by the contractor.

Q. Is the actual cost made up where the stumpage is guaranteed, in making the account, or is the amount of lumber which has been taken from his reservation simply set down and multiplied by the \$5 or \$6, and then the deduction of \$3 made so as to leave \$2?—A. Yes, sir; that is charged. Of course there is no account made of the cost of banking. I think this year \$3 will not cover it.

Q. But as a matter of fact is the actual cost, where the stumpage is guaranteed, charged up to the Indian, or only enough to reduce the gross price down to the stumpage guaranteed?—A. They deduct the price of the stumpage guaranteed from the price of the logs charged to them. They are guaranteed \$2 as stumpage, and that is deducted from the \$5, no matter what it costs.

Q. Then in this case where the stumpage is guaranteed the amount charged to the Indian does not determine how much it actually costs to put his lumber on the bank?—A. No, sir.

Q. It is a mere arbitrary sum agreed upon between the contractor and the Indian?—A. Yes, sir.

Q. But in cases where there is not that guaranty the actual amount is entered up to the Indians?—A. There are no instances, I think, now, except where the man is putting in his own pine, where there is no guaranty made.

Q. Are there many of those cases?—A. On the Court Oreille Reservation there are quite a number there who have logging outfits and pine of their own.

Q. What is the market price per 1,000 feet of pine timber at Ashland or on the banks of the Bad River; I mean the market price of pine logs?—A. I have not seen any contracts this fall, but I was talking with a gentleman who said he had bought Waters's logs for \$6.50 a thousand. He is on the Bad River Reservation and I think his contracts are on file in the Indian Office.

Q. Those are logs from the reservation which the contractor has sold?—A. Yes, sir; to some Chicago lumber company.

Q. Do you know anything personally about the character of those logs?—A. I do not, but I think they would average with the logs which are cut on Bad River; probably there are some good lots of them that they get more for.

Q. What is the highest price you have ever known paid at Ashland for pine logs?—A. When I was with the Superior Lumber Company we never bought many; we only bought one lot and they were calculated to be a fine lot. That was in 1882, and we paid \$7.50 for them at Ashland.

Q. Is there any expense of getting logs out of Bad River to Ashland?—A. The expense is about 50 cents a thousand to get them from the banking ground up the river to the boom, about 25 miles. There are pretty bad rapids there on Bad River, and they have to be driven the same as any stream. I will state what it costs to get them down the river. It cost 50 cents a thousand to get them into the boom, and the boom rafting cost 75 cents, that is, selecting the logs in the boom and putting them up in rafts, each marked separately. Then they had to tow them from there to Ashland, about 24 miles, and when the Superior Lumber Company was lumbering there we used to credit the towing company 40 cents a thousand for towing; it may be more now.

Q. That would make \$1.65 a thousand the difference between the price of the logs at the place where settlement was made with the Indians and at Ashland?—A. Yes, sir.

Q. What is the lowest price you have known decent logs to be bought for?—A. I have known of logs being bought in Ashland for \$4.50, but they were small and defective.

Q. What do you estimate the cost of cutting logs and hauling them to the bank?—A. That depends on the distance and the lay of the country.

Q. How is it on the Bad River Reservation where these contracts are made?—A. There are places there that can not be logged for \$4 a thousand, where logs are in ravines, and they have to take a block and tackle to get them up hills or else build bridges at an enormous cost. There are places there where I would not take a job to-day to log at \$4 a thousand. Then, again, there are places which could be logged for \$2 a thousand, but there are not many of those left.

Q. What is the cost which governs your judgment in determining the price of logs to an Indian in reference to this reservation?—A. The length of the haul and the quality.

Q. Those are the circumstances; but what is the price that governs you?—A. The general going price.

Q. I mean the price you allow to be deducted from the sum on the face of the contract in order to get the stumpage which the Indian is to receive?—A. I stated it is the length of the haul.

Q. What ground do you fix in your mind to determine whether these contracts are right?—A. As a general thing the Indians go there with the contractors and determine what it could be logged for.

Q. You do not undertake to fix the \$3, or whatever it is?—A. I have not time to do it. In no cases are they charging over \$3 a thousand for logging there.

Q. In no case do they deduct from the price on the face of the contract over \$3?—A. No, sir; but last year it cost more than that in places in the ravines they are cleaning out.

Q. Are there any allotments from which the timber can be banked at \$2?—A. I do not think there are now, because those right near the river have been cut over.

Q. You may state something now about the price of logs on the other reservations and how they vary from the Bad River Reservation prices?—A. They do not vary much. On the Court Oreille of course hauling is getting to be considerably longer than it used to be, which increases the price.

Q. Where do the Court Oreille logs go?—A. To the Chippewa River, and from there down the Mississippi.

Q. Are logs worth more on the banks of the Chippewa River than on the banks of the Bad River?—A. It is a better class of timber and is worth more, but you can not sell it for any more.

Q. Is it easier to market timber from the Bad River than from the Chippewa River?—A. It is not, but there is a company on the Chippewa River that you can not get the worth of the logs from; they control the river and all its tributaries, called the Mississippi Logging Company. They drive the streams themselves and own all the improvements on the streams, which increases the cost of getting logs down to the Mississippi.

Q. And therefore increases the price?—A. No, sir; not the price. You can not realize as much on your logs as you could if there was competition there.

Q. What is the market for timber on the Flambeau Reservation?—
A. That goes to the Chippewa River.

Q. And the Fond du Lac lumber?—A. That goes to St. Louis River and runs into Lake Superior. But they have a boom at Knight Falls, where they charge 50 cents a thousand, and by the time the logs get through there the water is gone and you can not get them to Duluth the same year.

Q. Who controls that?—A. The C. N. Nelson Lumber Company own that.

Q. Is that the only way of marketing logs from Fond du Lac?—A. It is.

Q. Have you ever shown any favoritism to any contractors?—A. No, sir; I have not.

Q. Have you ever tried to induce Indians to contract with one lumberman rather than another?—A. I never have told an Indian to sell to any man. I have had them come and ask me if they should sell to such and such a party, and I have told them to do as they pleased; that they wanted to sell to the man who would pay them the most money.

Q. What has been Joseph Allen's business, who I see has some contracts?—A. He has been working there for Captain Sherman, I think.

Q. Are those twelve contracts which he has made this winter contracts for Sherman?—A. He contracted for them himself.

Q. Are they really for Sherman, do you know?—A. I do not know; I do not know what mark they are putting on.

Q. Has he ever been connected with the Government in any way?—
A. No, sir; he has not.

Q. He has never been an official of the Indian Office nor employed in any way by the Government?—A. No, sir.

Q. If he has been making contracts with the Indians he has been making them for himself or some other lumberman?—A. That is what he has been doing. But he never has been in the employ of the Indian Department in any way, shape, or manner; the records of the office will show that.

Q. Have the farmers ever shown any preference to contractors?—A. Not so far as I know.

Q. On page 17 of the record is a letter from Acting Commissioner Upshaw to yourself, in which he says:

Referring to the conversation had with you whilst here as to the proposition to confine the contracts in the hands of the licensed traders exclusively, I have given the subject careful consideration, and have arrived at the conclusion that for various reasons it would be impolitic and injudicious to do so.

You had made such a recommendation orally, had you?—A. No, sir. We were talking the matter over in the office; that was in 1886. Complaint had been made to me that the Calligans had been charging more than they ought to have charged. They were not licensed traders and I could not go and look at their books; besides, they were not on the reservation. And I think Major Hindmarsh suggested that the parties who bought pine there should have a license.

Q. Then you never made a recommendation that the logging contracts should be confined to licensed traders, did you?—A. No, sir, not to licensed traders; but I recommended that a man who should buy pine should have a limited license, so that I could have access to his books and see what he was charging, so that he would be under the same restrictions as licensed traders were.

Q. As a matter of fact did they all have such licenses?—A. I think so, but I will not be positive; I can ascertain at the Indian Office.

Q. Had you ever in writing recommended that the contracts be confined to one party?—A. I sent a copy of that letter which the Indians got up at Bad River, requesting that only three camps be allowed on the reservation, and the letter here shows that I recommended that more be allowed; that I did not think it would be wise to confine it to three camps.

Q. Then this was not a recommendation to confine contracts or limit the number of contractors for timber on any reservation?—A. No, sir.

Q. Did you ever recommend that?—A. I do not think I did.

Q. Did you ever recommend that Dobie & Stratton be the only contractors allowed on Court Oreille?—A. I do not think I did.

Q. They were the regular traders on the reservation?—A. Yes, sir.

Q. Are they now?—A. They are not the only ones; they have a license to trade with the Indians. England, Thomas & Clark have made application to trade and keep a store on the reservation; all the contractors have who keep stores there at all.

Q. Have you ever had any interest in lumber contracts since you have been there?—A. I have not.

Q. Have you received anything from any of the contractors?—A. No, sir; I have not.

Q. You never have received any presents of any kind from them?—A. No, sir; I have not.

Q. You spoke of the politics of some of these parties. Is William Carson connected with the Valley Lumber Company?—A. Yes, sir; and he is a Democrat. I think I stated that Carson was a Democrat and Buffington a Republican. Carson is president and Buffington is an officer of the company.

Q. You know Carson well?—A. I know him pretty well.

The CHAIRMAN. I will put in at this point a letter from Secretary Vilas, of March 13, 1888, with an inclosure from Commissioner Atkins dated March 12, 1888.

The letters referred to are as follows:

DEPARTMENT OF THE INTERIOR,
Washington, March 13, 1888.

SIR: I have the honor to transmit herewith copy of a communication of the 12th instant, and accompanying papers from the Commissioner of Indian Affairs in the matter of the alleged cutting of timber and logging operations on the several reservations of the La Pointe Agency, Wis., by white men.

Very respectfully,

WM. F. VILAS,
Secretary.

The Chairman of the Select Committee on Indian Traders, United States Senate.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, March 12, 1888.

SIR: It having been stated to the select committee of the Senate which is charged with the investigation of allotments and the cutting and sale of timber on the several Indian reservations in northern Wisconsin and Minnesota that white men in large numbers are cutting and logging on the several reservations within the jurisdiction of the La Pointe Agency, I on the 9th instant telegraphed Agent Gregory for information on the subject (copy telegram inclosed, Exhibit 1), to which the agent, who is now at Hot Springs, Ark., replied under date of the 10th instant (copy of agent's reply herewith, Exhibit 2).

The agent's reply being unsatisfactory, I again telegraphed him on the 10th instant (copy telegram inclosed, Exhibit 3), to which he replied the same day (copy inclosed, Exhibit 4).

In forwarding these papers I desire to say that if white men are cutting timber or logging on any of said reservations, or are employed for that purpose further than as foremen or instructors, cooks, and teamsters, it is done without the knowledge and in violation of the instructions of this Department. Hitherto no complaint has been made to this office that large numbers of white men were cutting timber and engaged in logging on any of the said reservations, and I had no knowledge that such charges were made until I was apprised of the statements made to the committee by the Indians, and which I find to a certain extent are contained in papers filed in this office by them about the same time.

Further than the receipt of certain contracts between Indians and Dobie & Stratton and the Valley Lumber Company I have no specific information relating to logging operations on the several reservations during the present season.

I recommend that the inclosed papers be forwarded to the select committee for its information.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

The CHAIRMAN. The exhibits contained in the Commissioner's letter have already been printed in the record, and need not be duplicated. Exhibit 1 is printed on page 162, exhibit 2 on page 163, and exhibits 3 and 4 on page 163.

By the CHAIRMAN:

Q. Are the telegrams signed by you and printed on page 163 of the record correctly printed or not?—A. Yes, sir; with the exception that the word "allotlers" should be "allottees."

Q. You went away on leave of absence a year ago, did you?—A. Yes, sir.

Q. State when you took your leave and how long you were gone.—A. I went away in January and came back the last of February or first of March.

The CHAIRMAN. I have received the following letter, dated March 21, 1888, from Secretary Vilas, inclosing a letter from Commissioner Atkins and a letter from the Valley Lumber Company of Eau Claire, Wis., which may go into the record.

The letters referred to are as follows:

DEPARTMENT OF THE INTERIOR,
Washington, March 21, 1888.

SIR: I have the honor to transmit herewith for your information copy of a communication of 20th instant from the Commissioner of Indian Affairs, inclosing copy of a letter from the Valley Lumber Company, of Eau Claire, Wis., containing statements relative to its business transactions with Calligan Bros., in connection with certain timber contracts made by Indians of the Lac Court d'Orielle band of Chippewas in Wisconsin.

Very respectfully,

WM. F. VILAS,
Secretary.

The Chairman Select Committee on Indian Traders, United States Senate.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, March 20, 1888.

SIR: Acknowledging receipt by Department reference of the 16th instant, of a letter without date, addressed to you by the Valley Lumber Company of Eau Claire, Wis., relative to its business transactions with Calligan Bros., in connection with certain timber contracts made by Indians of the Lac Court d'Oreilles band of Chippewas in Wisconsin, I have the honor to inclose herewith a copy of said letter, and to recommend that the same be transmitted to the chairman of the select committee

of the Senate on Indian traders, authorized by resolution of March 5, 1888, to inquire into the method of allotment of lands to, and the system under which, the Chippewa Indians are allowed to sell timber—for its information.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

[Valley Lumber Company, manufacturers of lumber, lath, shingles, etc. William Carson, president and treasurer; G. A. Buffington, vice-president; William H. Smith, secretary.]

EAU CLAIRE, WIS., ———, 188—.

DEAR SIR: I saw in the Saint Paul Globe of Saturday the testimony of Phineas Calligan before a committee of Congress. Calligan Bros. did business on Lac Court Oreilles, Wisconsin, Reservation up to the fall of 1887. P. Calligan came to me last October and represented to me that he had contracts with Indians for about 8,000,000 feet of pine timber, and said that Mr. Gregory was not willing to let them stay on the reservation. We made a bargain with them for the interest that they had on the reservation, including the contracts for timber with Indians, amounting to over \$10,000, and have paid them \$9,681 in cash. Mr. Gregory did not know anything about our buying the contracts for timber from Calligan.

P. Calligan made false representations to us in regard to the contracts that they said they had. One-half of the contracts they said that they had was worthless, we did not get. We have contracted to pay to the Indians about \$3 per 1,000 for their pine, considering that it is in small lots, sometimes 100,000 feet in a place. I do not know of any timber being taken without a written contract with the Indian that owns the land and a permit from the Government farmer to cut the timber. I think the interest of the Indians of the Lac Court Oreilles Reservation has been taken care of by Mr. Gregory. Indians could have got work if they wanted to work. All Indians that want work are at work. I have heard of no complaints from Indians.

Very respectfully,

VALLEY LUMBER COMPANY.
WILLIAM CARSON, *President.*

WILLIAM F. VILAS,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR, March 15, 1888.

Respectfully referred to the Commissioner of Indian Affairs.

GEO. A. HOWARD,
Chief Clerk.

By the CHAIRMAN:

Q. I see that Mr. Carson speaks of their having contracted to pay Indians about \$3 per 1,000 for their pine?—A. Yes, sir.

Q. The prices in the list furnished of the Valley Lumber Company contracts are printed on pages 113 and 114 of the record and are given at from \$4.75 up to \$6.50. What does Mr. Carson mean when he says \$3?—A. He says it averages that, I think; he says "about \$3"; he means the stumpage is about \$3.

Q. What the stumpage realizes to the Indians?—A. Yes, sir.

Q. You stated yesterday some of the reasons why you determined to exclude Calligan Bros. from the reservation. Did you communicate with them in writing your decision that you would not allow them to make any contract?—A. I think I did.

Q. Is this the letter [exhibiting a letter to the witness]?—A. Yes, sir; that is my letter.

The CHAIRMAN. That may be printed in the record.

The following is the letter referred to:

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., 8, 29, 1886.

GENTLEMEN: I will not approve any contracts that you may make with the Indians at Lac Court Oreilles for the logging season of 1886-'87.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

CALLIGAN BROS.,
Hayward, Wis.

By the CHAIRMAN :

Q. Did you ever give Calligan Bros. any of your reasons for excluding them from the reservation?—A. I think I stated to them at one time in Chippewa Falls why I did not want them there.

Q. To which one did you make the statement?—A. They were both there.

Q. You think you stated to both of them that you did not want them there. What reasons did you give them?—A. I told them that they were disturbers and had been charging too much for their supplies to the Indians.

Q. Do you remember any other reason that you ever gave them?—A. There were several personal matters; I have forgotten just what they were. They had been making statements about me which were untrue and I did not want to have anything to do with them at all. I have forgotten just what I did say to them. I talked with them at the Stanley House at Chippewa Falls probably an hour or so in my room; I think it was after I had written this letter.

Q. Did either one of them come to Ashland to see you at any time with reference to your refusal to let them contract?—A. I think they did, but I will not be positive.

Q. Which one was it that came there?—A. I could not answer that question.

Q. As you remember the conversation, did you give them any reason?—A. I can not state whether they came there, and consequently could not state what the conversation was.

Q. When did Mr. Cunningham first intervene in behalf of Calligan Bros.?—A. I think in the fall of 1885 he wrote me a letter stating they were friends of his and were coming up there to log. He either wrote me or came to see me, I forget which.

Q. He commended them to you?—A. Yes, sir.

Q. You had no trouble with them in 1885-'86?—A. Yes, sir; they had not been there two weeks before they wanted the whole reservation—they wanted it all—and because they could not have everything they wanted they made threats that they were going to defeat my confirmation by the Senate. I had not been confirmed then and was not until March or April, 1886.

Q. I would like to ask what your politics are?—A. I am a Democrat.

Q. Have you always been a Democrat?—A. Yes, sir.

Q. You were always a Democrat while you were at Ashland?—A. Yes, sir.

Q. What votes have you cast since you became a citizen?—A. I voted for Hancock—that was my first Presidential vote—and for President Cleveland.

Q. You never have been a Mugwump?—A. No, sir; but I will tell you this, that I voted for Sam S. Field, the Republican candidate for lieutenant-governor, but will never do it again. I voted the straight Democratic ticket with that exception.

Q. Did you ever vote for Governor Pound for office?—A. No, sir; he had quit running then.

Q. When did Mr. Cunningham commence to show any interest in Calligan Bros.?—A. As near as I can recollect it was in the fall of 1886.

Q. What took place then?—A. He was present at that meeting of ours in Chippewa Falls; I think Mr. Cunningham was there when Calligan Bros. were there. I did not see Mr. Cunningham again. I had told Governor Pound I would allow them to go in there and log.

Q. You saw Cunningham with the Calligans?—A. Yes, sir; I am positive he was there that night.

Q. Did you know that Cunningham came to Washington in behalf of Calligan Bros., or interested himself while here in their behalf?—A. No, sir; he never told me about it.

Q. Did Cunningham come to Ashland in their behalf? A. I think in the fall of 1885 he either came there or wrote.

Q. I mean in 1886?—A. I don't remember whether he did or not. I know he was up there several times in the summer, out on the Iron Range.

Q. State the extent and character of Cunningham's intervention with you in behalf of Calligan Bros.?—A. I do not remember of his having come there during the summer of 1886 to see me on their behalf, and do not think he did. But he did see me at Chippewa Falls and he asked me what was the matter with the Calligans. I stated to him that I didn't want them in there, and I think I gave him my reasons. Nothing was said about it then. I went home the next day. Then I did not see Cunningham until after I had seen Governor Pound and told them that I would allow them to go in there and log. Then Cunningham told me that the Calligans would give me \$1,500 if I would let them in there.

Q. Where was that?—A. That was at Chippewa Falls, I think.

Q. Who was present when he said that?—A. Nobody. That was private.

Q. You were told of that after you had made this agreement with Governor Pound?—A. Yes, sir; after that.

Q. Did you ever tell any one of that?—A. Not that I remember—yes, I told it to a man down here last fall on the street in front of the Ebbitt House.

Q. Did you ever tell the Commissioner or anybody connected with the Indian Office?—A. I do not know; I may have told Major Hindmarsh something about it.

Q. Did you ever assign that as a reason for not letting them come on to the reservation?—A. I did to this gentleman last fall in front of the Ebbitt House.

Q. Was he an official or a person who had a right to know about it?—A. No, sir; he asked me what was the matter and I told him. It was Mr. Bell, the Superintendent of Foreign Mails. He was standing there and Mr. Calligan came up and wanted to see me.

Q. Did you decline to talk with him?—A. I did, and Mr. Bell asked me what was the matter between us, and I told him that that gentleman had tried to bribe me—I don't know whether I said "gentleman."

Q. Had you not seen Mr. Calligan from the time Cunningham told you until then?—A. Yes, sir, I had; I saw him almost every time I would go to the reservation.

Q. Had you talked with him?—A. No, sir; I didn't talk with him.

Q. You had not conversed with him during that time?—A. No, sir; I did not wish to.

Q. But you made an adjustment with Governor Pound to allow them to continue, notwithstanding what Mr. Cunningham had told you?—A. I told the governor I would let them go on, and I did so.

Q. But the first time you had an opportunity of showing your indignation to Mr. Calligan was when he spoke to you here?—A. No, sir; I had opportunities enough before that, but I never have cared to talk to him.

Q. Was that the first time he had spoken to you?—A. No, sir; I think he had spoken to me before and I had turned around and walked away; that was on the reservation; and then he spoke to me again in my office.

Q. But from that time until you turned away from him on the street here?—A. I have seen him probably a couple of times a month right along, but never had any conversation with him.

Q. You never had refused to speak to him, had you?—A. He kept out of my way and I never looked for him.

Q. Had he ever offered to speak to you when you refused?—A. I think he said "good-day" to me once, but I did not pay any attention to him.

Q. You never assigned any reason—this offer to bribe you—to him, for your coolness towards him?—A. No, sir.

Q. And you never told any one of it until you told Mr. Bell?—A. Not that I can remember; I did not give the matter a thought after that. I may have told Major Hindmarsh, but I don't recollect.

Q. Who else?—A. I think I told Mr. Bell, the next man.

Q. And whom after Mr. Bell?—A. I do not know; I have told several, I think.

Q. Name the persons?—A. I cannot name all of them; my friends up in that country; I know I have talked with parties about it in my office.

Q. Please try and remember any one else to whom you stated that Cunningham told you that Calligan had wanted him to offer you \$1,500 to be allowed to go on the reservation?—A. I told Mr. H. H. Hayden, of Eau Claire, and I think I told my clerk, Henry H. Beaser; that is all I recollect.

Q. And, notwithstanding this, you went on during that season and allowed him to fulfill all contracts?—A. Yes, sir; but I made up my mind he would never do it again.

Q. And the next winter you excluded him entirely?—A. Yes, sir; I did. I had additional evidence then as to his work on the reservation.

Q. Anything in addition to what you stated to Senator Blackburn?—A. No, sir; nothing only last night I thought of a conversation I had with a conductor on the Omaha road last fall. He came by one night and said to me, "Do you know some fellows named Calligan or Callahan, or some name like that?"

Q. What was the name of that conductor?—A. Perry Sharp. He says, "They are lumbermen." I said, "I guess you mean Calligan Bros." He said, "That is the name." I have forgotten whether he said I could make \$200 or whether he could; my recollection is that he said, "I can make \$200." I said, "How?" "Well," he says, "if you will write a letter to them stating that you will approve their contracts, I can get \$200."

Q. When was that?—A. In the fall of 1887, about the time they were making the deal with the Valley Lumber Company.

Q. That was last fall?—A. Yes, sir.

Q. What did you tell Sharp?—A. I told him I did not need \$200, and I think I said to him, "I do not think you need it very badly either."

Q. Now in regard to this time you were in Washington you stated that you were willing to meet the Calligans before the Commissioner?—A. I stated to Governor Pound that I would stay over until the next night to meet Mr. Calligan at the Indian Office before General Upshaw. The Commissioner was not here.

Q. You did get away, however?—A. I went away the next night. I staid over twenty-four hours, as I had agreed to.

Q. Where did you go?—A. I went to New York.

Q. How long did you stay there?—A. I got to New York in the morning, and went out that evening for the West.

Q. Whereabouts in the West?—A. To Wisconsin.

Q. At what place?—A. I went right through. The first stop I made was at Milwaukee.

Q. How long did you stay there?—A. Only a short time.

Q. Did you stop anywhere between Milwaukee and Ashland?—A. No, sir; I went right on through, I think. I remember it was in August.

Q. Can you tell how long you were getting to Ashland?—A. I can not.

Q. Had you understood at that time, when you refused to speak to Mr. Calligan—from Governor Pound—that Calligan wanted this interview with you before General Upshaw?—A. I did not. I did not talk with Governor Pound about Mr. Calligan before he came up there to speak to me.

Q. Did you afterwards understand from Governor Pound that Mr. Calligan wanted an interview with you before General Upshaw?—A. No, sir; I did not. I broached the subject myself, and I said to Governor Pound I would stay over twenty-four hours in order to have it.

Q. Did Governor Pound ever tell you that Mr. Calligan would be glad to meet you before General Upshaw?—A. I don't recollect just what he did say.

Q. Did he approve of the interview or not?—A. My recollection is that he did.

Q. Will you say that he did not tell you that Mr. Calligan would be very glad to meet you there and would meet you before Mr. Upshaw?—A. I will not say that he did not.

Q. Did you say you would remain a week if necessary to bring about an interview?—A. I think I did, but I went to the Indian Office the next morning and told Major Hindmarsh what I was there for and the reason I didn't get away the night before. I staid there and Mr. Calligan did not show up, and then I said to Governor Pound that night that I had waited over one day and Mr. Calligan had not come to the Indian Office and that I was going home that night and supposed Mr. Calligan would go around and make a statement after I left, or something to that effect. Governor Pound said no, he would not approve of anything of that kind at all; that he would not want Mr. Calligan to do anything of that kind. I told him I knew the man pretty well and was satisfied that he would do it; and he did do it; he went around Saturday and did not go around Friday.

Q. Your statement to the committee is that you were willing to have this interview and did not go away to avoid the interview?—A. No, sir; I did not go away to avoid it; I staid over twenty-four hours to have it.

Q. Did you stay as long as you could?—A. Yes, sir; as long as I could.

Q. What business took you away?—A. I had some private business which required my attention.

Q. In New York?—A. No, sir; not in New York. I wanted to go up there and see a party about business that made it necessary for me to go to Lake Superior.

Q. When you came to this determination that you would not let Calligan Bros. on the reservation did you know that the Valley Lumber

Company wanted to buy Calligan Bros. contracts if they were not allowed on the reservation?—A. I made up my mind in the spring that that was the last logging they would have there. I made up my mind about the latter part of April, and the Valley Lumber Company, so far as I know, did not try to buy them out until about September.

Q. Did Calligan Bros. make any effort to go on the reservation this winter?—A. I understood they made a lot of contracts some time in the summer.

Q. Did they make any in August after they got your letter?—A. It was in 1886 that I sent that letter.

Q. Did you give them any formal notice last year that they could not go on this year?—A. I told the farmer not to have anything to do with their contracts.

Q. Then your decision of last year was an oral one?—A. Yes, sir.

Q. At the time they were making an effort to get on the reservation last fall when did you first know that the Valley Lumber Company intended to buy them out?—A. I do not remember; Mr. Buffington told me once they were trying to buy them out; that was some time in the fall before the logging season set in.

Q. Did you tell Mr. Buffington that if the Valley Lumber Company bought out Calligan Bros. you would approve the contracts for them?—A. I told Mr. Buffington I would approve the Valley Lumber Company contracts no matter whether they bought out Calligan Bros. or not.

Q. Then they understood at that time that you would not approve the contracts with Calligan Bros., but that you would with the Valley Company?—A. I don't know whether they did or not.

Q. Did not Mr. Buffington know at the time you said you would approve the Valley Lumber Company contracts that you would not approve Calligan Bros. contracts?—A. He told me he was trying to buy them out, and asked me if I would approve the contracts, and I said yes.

Q. In any conversation that you had with Governor Pound have you ever told him of this supposed willingness of Calligan Bros. to pay you \$1,500?—A. I don't remember having told him; I may have told him.

Q. Don't you know that you never have told Governor Pound of this?—A. I do not know; I will not be positive; I have no impression whether I told him or not.

Q. What argument did he use with you in 1886 to induce you to consent to allow Calligan Bros. to remain on the reservation?—A. I will allow the governor to state that.

Q. They were proper arguments, were they not?—A. Yes, sir; I think so.

Q. He did not offer you any money or personal inducement?—A. No, sir.

Q. But it was through his intervention that you allowed them to remain?—A. Yes, sir.

Q. And not through the intervention of Cunningham?—A. No, sir.

Q. I now want to ask you something more about these Flambeau allotments. How many allotments had been made on the reservation before you allowed any cutting of timber there?—A. There were twenty-two, I think, in that list, and there were two of them where the descriptions were wrong, and they were not allowed.

Q. When were those made?—A. In the fall of 1886.

Q. And the timber was cut from those allotments during the winter of 1886-'87?—A. Yes, sir.

Q. Who were the contractors?—A. Captain Henry, Captain Sherman, and D. H. Donaldson.

Q. The bulk of the contracts were made with Sherman Bros.?—A. I think they had more than others. My recollection is there were about 8,000,000 feet cut, and Sherman and Donaldson got about 6,000,000 between them, and Henry about 2,000,000.

Q. Please explain what authority you gave for making those contracts and cutting that timber?—A. In that letter which was put in yesterday there is a telegram from Acting Commissioner Upshaw granting me authority to allow them to go on. That was before they had made any for 1886-'87.

Q. What did you do upon receipt of that telegram?—A. They claimed that the Indians wanted to sell to them, and I notified the parties that they would be allowed to purchase.

Q. Did you furnish them any forms of contracts?—A. Yes, sir; I did. The letter so states.

Q. Why didn't they make written contracts?—A. They did make them, but they were all wrong; they never had any before; the letter states why those contracts were refused.

Q. Did the contracts reach you before the cutting was finished?—A. Yes, sir; and they were sent back.

Q. But you did not stop the cutting of timber?—A. I did not.

Q. Were the contracts ever made as you required them to be made?—A. They were not; it was so late I did not require it.

Q. So that this lumbering on the Flambeau Reservation for 1886-'87 was done without any authority from the office except this telegram, and without any written contracts approved by you?—A. Yes, sir.

Q. And the whole business was closed up at the time you made settlement?—A. Yes, sir.

Q. Was a detailed report made of that settlement which is now on the files of the Indian Office?—A. Yes, sir.

Q. How many allotments have been made there since the Dawes act?—A. I could not say, but I think there were twenty or twenty-two on the first list under the treaty.

Q. But there have been no allotments made under the severalty act on the Flambeau Reservation?—A. No, sir.

Q. Can you tell in how many cases you have allowed contracts to be made before the patents were received by the allottees?—A. I can not tell, but the descriptions will show.

Q. Will the description show whether it has been patented or not?—A. No, sir; but we can compare it with the books here.

Q. The point I want to get at is whether contracts were made before the patents were received by the Indians?—A. Yes, sir; they have been. Sometimes they receive the patents a short time after the selection is made, and then again it will go a couple of years before the patent gets around.

Q. In making these timber contracts you have not waited until the patents were received by the Indians?—A. Not in every case. On the Court Oreille Reservation there are quite a number which have been approved by the Department which they hold as equivalent to a patent.

Q. I am speaking now of patents. Has it been your practice to wait for patents to be issued or not?—A. Generally speaking, yes, sir.

Q. In a majority of the cases you think patents have been received before the contracts were made?—A. I think so, but I do not want to swear to it without looking at the records.

Q. Take this winter; is there any cutting being done on lands which have been patented to the Indians?—A. Yes, sir.

Q. What proportion of this winter's contracts?—A. I think there has been more cutting on those selections which have been approved and no patents issued than on those with patents.

Q. I will ask you now about the making of timber contracts before the allotments have been approved by the Indian Office; how is that this winter?—A. If there is any of that done it is against my orders; I think there are some which have been done.

Q. Don't you know that in all cases where contracts have been made for cutting this winter they have been made in advance of the approval of the allotment by the President?—A. I have not noticed it.

Q. Some of the contracts were on those allotments before February, 1887, I suppose?—A. I have not noticed that; you can tell by the record of contracts sent in.

Q. Mr. Coffey has given a list on page 169 of Indians whose claims to allotments he understands were rejected by the council in January?—A. If Mr. Coffey would read the reports of the special agent he would find that the agents have nothing to say about it.

Q. You explained yesterday that according to the instructions to Mr. Wall the practice of requiring the council to approve had been abolished and that the special agent and yourself were at liberty to approve allotments notwithstanding the council rejected them?—A. Yes; if they could furnish the proof required.

Q. But as a matter of fact have timber contracts been made by the fourteen or fifteen Indians specified in that list?—A. I do not know.

Q. Assuming that contracts were made and passed upon by you and the cutting of timber allowed, that was done upon your decision and Agent Walls before the approval of the allotments by the Indian Office?—A. They had no orders to do any cutting on those allotments and if cutting has been done it has been against my orders.

Q. State what your orders were.—A. I told them that the selections that had been sent in and had been approved by the Department could be located, but not others.

Q. Then you did not authorize contracts to be made with those Indians?—A. I did not, because I had no authority to do it.

Q. So that although you understood that the agent and yourself could make the allotments in spite of the council you did not intend to have the Indians to whom allotments were made under those circumstances make timber contracts until the Department approved them?—A. I did not.

Q. Will you between now and Monday examine and see whether contracts have come on made with those Indians?—A. I will do so.

Q. Assuming that such contracts are on the list, then they have been approved by you?—A. I approved them as my clerks gave them to me; I haven't time to examine them.

Q. Suppose those fifteen contracts of Indians were approved by you, were they approved without your intending to do so?—A. They were.

Q. All the contracts for this winter are for allotments which have not been approved by the President?—A. No, sir; not all of them, not by a good deal.

Q. In regard to contracts which are not completed during the season—have you allowed timber to be cut under the same contract the next winter?—A. No, sir; it is specified in the contract that it terminates at the end of the logging season.

Q. And you have required a new contract the next winter in such cases?—A. Yes, sir.

Senator BLACKBURN. I want to call attention to pages 143 and 144 of the record so as to give Mr. Calligan a chance, if he desires, to make any statement in the light of the letter filed this morning from the Valley Lumber Company. He says there that his firm sold their outfit to the Valley Lumber Company for \$10,000 cash, and that payment had been refused and they had not gotten the money. A letter has been filed this morning from the Valley Lumber Company stating that they paid him \$9,600.

The CHAIRMAN. I put that letter in in order that he might have the benefit of it. His brother is there, and they may have had some payment since he came here.

Senator BLACKBURN. Of course the proof on that point will come up. One point more. I do not know whether Governor Pound is held here as a witness under a subpœna that I asked for several days ago or not. If he is, I want to relieve the Government from any expense of having him recalled, and ask him two or three questions, when I will be ready to cancel any obligations of the subpœna.

The CHAIRMAN. I should keep him until next week anyway, even if you examine him now.

Senator BLACKBURN. Very well, then, I will postpone my examination until then.

The select committee then adjourned until Monday, March 26, 1888, at 10.30 o'clock, a. m.

WASHINGTON, D. C., *Monday, March 26, 1888.*

The select committee met, pursuant to adjournment, at 10.30 o'clock a. m. Present, Senators Chandler (chairman), Cullom, and Blackburn.

The CHAIRMAN. I will state that the testimony taken before the committee, although in print, has not yet been stereotyped, and an opportunity is now afforded to correct any typographical errors before the pages are stereotyped. I understand Mr. Calligan desires to have his testimony corrected.

TESTIMONY OF PHINEAS H. CALLIGAN—Recalled.

PHINEAS H. CALLIGAN was recalled and further examined.

By the CHAIRMAN :

Q. Do you desire to make some corrections of your testimony?—A. I do.

Q. On page 176 of the testimony you are made to say, "I never was in the office in my life," with a period at the end of the sentence. What did you say or intend to say at that time?—A. I desired to say that "I was never in the office in my life but what there was some one there."

Q. You were interrupted by the next question and had not concluded your answer?—A. Yes, sir.

Q. Is there anything else you desire to call attention to?—A. I think, in my testimony, I stated that the three contracts dated September 4 were all three made at the store. After I got home and got thinking it over I remembered there was but one made at the store, the Mary Bray contract; the others agreed to come but did not. So we started to find them, and this Corbine we met just below the store and stepped into

another little grocery-like to sign his contract there, and the woman sent us word that she was not able to come over and we would have to cross the river and have it signed at her house.

By Senator BLACKBURN:

Q. That occurred on the 4th of September?—A. Yes, sir; on the same day. I had a few corrections marked in the book that I have down at my room, but I did not fetch it, so that I can not tell you now what they were. But they did not amount to much; it was only a few words and didn't amount to anything.

Q. Are those all the corrections you wish to make?—A. Yes, sir.

TESTIMONY OF JAMES T. GREGORY—Recalled.

JAMES T. GREGORY was recalled and further examined.

By the CHAIRMAN:

Q. When you commenced testifying before the committee you stated that you wrote a letter to a friend of yours making application for appointment as Indian agent?—A. Yes, sir.

Q. What friend was that?—A. I wrote the letter to Colonel Knight.

Q. Is that the letter you meant when you stated that you wrote to a friend?—A. Yes, sir.

Q. You spoke at the last hearing of the prices of logs at Ashland, but you spoke of logs from the reservation. Can you tell the committee anything more about the prices of timber not from the reservation?—A. No, I do not know anything about that. When I was with the Superior Lumber Company we never bought any except that one lot I spoke about; they always put in their own timber.

Q. But you of course undertook to make the price of reservation logs depend upon what the market was for other logs, did you not?—A. Yes, sir.

Q. Can you tell us anything more about the price of logs or lumber at Ashland, without reference to the place from which they came?—A. I can tell more about the price of lumber. I know if it is a good quality of logs they will get \$12 a thousand, mill-run, that is, sawed. It is an extra quality of logs; they will not average that. No mill company there puts any pine that will average near \$12.

Q. How do the prices of sawed lumber vary, from \$12 down and up?—A. It runs from \$10; I have known it as low as \$10.

Q. And how high?—A. You might get a select grade of logs and get \$15 a thousand by picking out the very best of them; but that would not be as they are put in in the woods; they have not any such timber up there.

Q. What is the highest price you have known for sawed pine lumber at Ashland?—A. I have seen them get \$40 a thousand for pine lumber there.

Q. What kind of lumber?—A. Three-inch lumber for the English market, what is called "deal." A man putting in about twenty million feet might be able to get about a million feet of "deal" out of the twenty million.

Q. Deal is the commercial article sent abroad in large quantities?—A. Yes, sir.

Q. What is the quality of the deal as compared with ordinary sawed lumber?—A. It is the best lumber you can get; free from knots and

shakes. They want it wide, and the price is governed by the width of it.

Q. That is an extra quality and runs very high?—A. Yes, sir.

Q. Starting again with \$12 as the average, how high have you known what you call ordinary lumber to sell above that?—A. I do not know of any having been sold above that.

Q. You do not jump in price from \$12 to \$40 for sawed lumber, do you?—A. As I say, if you pick it out and get about one-twentieth of your cutting you can get lumber worth that.

Q. But what are the prices of lumber between \$12 and \$40 that you have known?—A. I know of no sales having been made of mill-run lumber above \$12; that is, just as it is put in in the woods and taken to the mill and sawed; you take everything.

Q. You can not give any other standard price, the price for any given quality of lumber which you have in mind except the lowest and the highest; \$12 for ordinary sawed logs and \$40 for selected lumber?—A. I have known of mill-run lumber being sold for \$10.

Q. I mean above \$12?—A. No, sir; I do not know of any being sold above that.

Q. You can not give any customary price of lumber above \$12 unless you reach the prices of selected deal?—A. No, sir; and that is the first grade of deal; the second grade is about \$37.

Q. And so on way down?—A. No, sir; there are only three grades of deal; the other grade is about \$32, I think; I am not sure, though, for we did not have much if any of that grade.

Q. How extensive is the trade in deal?—A. It used to be ten or twelve years ago that they would get considerable of it, but not of late years.

Q. How do they send it to the sea board?—A. They put it on boats and take it from Ashland into Lake Superior and into the St. Lawrence River to Quebec.

Q. Have you ever known any deal selected from any reservation logs?—A. No, sir; I have not; it may have been, but not to my knowledge.

Q. Has Ed. Haskins ever been employed by the Superior Lumber Company?—A. Not to my knowledge.

Q. Has he ever been connected with them in any way?—A. Not that I know of.

Q. Have you ever heard that he was?—A. No, sir; I have not. I think if you could subpoena some of the members of the Superior Lumber Company they could throw more light on it than I can.

Q. But I want your information.—A. I do not think he has ever been connected with them in any way.

Q. Your knowledge is somewhat material to the investigation and I want to know what that is. Have you ever heard it charged that Haskins was connected with the Superior Lumber Company?—A. I stated the other day that I saw in newspaper articles that the Superior Lumber Company is getting pine there through Haskins and Kennedy.

Q. Is that the first time you ever heard it?—A. Yes, sir; as to Haskins.

Q. You heard that before as to Kennedy?—A. No, sir; that was the first time I heard of Kennedy.

Q. You never heard before that that it was thought that Kennedy was lumbering for the Superior Lumber Company?—A. No, sir; I did not. There was no talk made about it until it came out in the papers.

Q. Not when you knew that he was superintendent of the Superior Lumber Company?—A. No, sir.

Q. Notwithstanding that, you never heard it suggested that he was lumbering for the Superior Lumber Company?—A. It was never suggested to me.

Q. What made you go and examine the books of the Superior Lumber Company?—A. Because, as I stated, when it came out in the newspapers I thought I would go and see.

Q. When was that?—A. That was three years ago. I have the papers at home; I have preserved them.

Q. But at one time you did hear that it was thought the Superior Lumber Company were getting some of the logs?—A. I stated that I heard it through the newspapers when I read it there.

Q. But haven't you just stated that you never heard that Kennedy was logging for the Superior Lumber Company until the other day?—A. Until the day it came out in the newspapers, I said, and in my testimony I stated that was two or three years ago.

Q. You did hear charges of that kind then?—A. Yes, sir; in the newspapers.

Q. Have you heard that from time to time since?—A. Oh, yes, sir.

Q. Then, as to Kennedy, you have heard that suspicion and charge that he was logging for the Superior Lumber Company?—A. Yes, sir.

Q. More or less during three years?—A. Since it came out in the newspapers at that time. I have heard it since then; I do not know how often; I did not pay any attention to it.

Q. As to Haskins, you never heard it suggested until recently?—A. No, sir; I did not; I never heard that Haskins was connected with the Superior Lumber Company at all, and I do not know that he has been.

Q. There have been some charges made by Thad Thayer in connection with some of Mr. Calligan's contracts, have there not? Do you recognize the case of complaints made against the management of the agency by Thayer?—A. I do not know of any complaints having been made officially. I know there has been some trouble there about some claims of his two children, but the selections were made before I was agent. He claims they were made for his children, but they have been fighting it, and finally the Secretary decided that his children were not entitled to them.

Q. Have you had anything to do with it?—A. The claims were made before I took charge, but last summer during the investigation I was present when the special agent, Mr. Parsons, was there.

Q. Has the timber been cut off on the tracts in dispute?—A. The Calligans cut some a year ago last winter, and there is a case in the United States court about it now. I ordered them not to cut it, and they went on and cut it.

Q. Has anybody else had any timber from those tracts?—A. Then the Valley Lumber Company contracted with this woman, whom the Secretary decided was the rightful owner. They had some of it cut this winter, and I got orders to have them stop it and not remove any they had cut, and I did so.

Q. That was the Valley Lumber Company?—A. Yes, sir.

Q. That is the present state of that case, is it?—A. Yes, sir.

Q. Is the controversy all described in the reports of the Department?—A. Yes, sir; there was a full report made of it. Mr. Parsons, the special agent, was the one who made the report.

Q. You have spoken of Calligan Bros. as disturbers on the reservation?—A. Yes, sir.

Q. Tell us more particularly what they did that you conceived to be a disturbance.—A. Well, if I would issue an order, or decide in a case, why they would have to go around and talk and say I had no business to decide in that way; that they would have it turned up; that they would send somebody to Washington here who would fix matters all straight. Well, I do not know, but I had an idea once that they were agents themselves—I did several times.

Q. That was your feeling and judgment about them, but I want you to state what you know about them. You may state your opinion and judgment once as fully and emphatically as you desire, if you have not already done so, and then I want you to state the facts upon which your opinion is based.—A. I can not recall those things as they came up to me at the time.

Q. Name any one case or instance in which they were disturbers.—A. Well, to show the kind of a man that George M. Calligan is, I will state a little instance that happened. He came up to my office one night to see me; I was not in the office, but at my room. I was up there with some friends and Mr. Calligan came up. He stated his business and we talked a few minutes and he got up and left. The next morning he came back and said he had lost a ring—worth two dollars and a half or three dollars I should judge from the looks of it—and asked me if I had seen it. I said I had not, and he said he thought he had left it in my room. I swept the carpet to see if it was there, and it was not there. Then he went to Hayward and told W. D. Stephens that I had found that ring and kept it.

Q. That was very offensive to you?—A. Yes, sir; and it would be to anybody. When I asked him about it six or eight months afterwards he denied it, and said he found the ring in his vest pocket, and had put it there when he went to wash.

Q. Is that one of the reasons why you declined to let them go on the reservation?—A. No, sir; it is not.

Q. Is it something else? You said they wanted the whole reservation. Now give some facts contradistinguished from your opinion to justify your statement.—A. Well, they had some trouble about a claim there of Penosagiesick, I think it was; I am not certain, but Calligan and Dobie & Stratton were quarreling about it. I got the facts in the case as near as I could, and I decided that they should have it.

Q. That who should have it?—A. That Calligan should. But there were some logs cut by a half-breed who had been working for Dobie & Stratton logging, and they were dissatisfied, or this gentleman here was, with what I had decided should be done with those logs. I think I decided that Squires, the half-breed, should be paid for his work there, and Mr. Calligan here was very indignant about it and said he was going to have this thing settled in Washington; that he had friends who could go there and get pretty nearly everything they wanted.

Q. He said that to you?—A. No, sir.

Q. Then how do you know he said it?—A. He said it to a gentleman working for them at the time, in their employ, and he told me. He said he was going to have things fixed to suit himself. That was another reason. And then they charged more than the traders did for their supplies; that was the principal reason.

Q. Was that the principal reason why you excluded them from the reservation?—A. No, sir; but that is the reason I objected to them in

the winter of 1886-'87. I did not exclude them that winter, but I objected to them on that ground.

Q. Before you come to the question of the prices charged by them for supplies, state any other acts of theirs in opposition to you, or which led you to draw the conclusion that they ought not to be on the reservation.—A. I do not recollect anything during the winter of 1885-'86; but I stated that the principal reason for objecting during the winter of 1886-'87 was that they were charging too much for their supplies.

Q. How did their operations compare in amount with Dobie & Stratton?—A. They didn't put in as much as Dobie & Stratton.

Q. They put in less?—A. Yes, sir.

Q. When did you examine the prices that were charged by the contractors to the Indians for supplies?—A. I looked them over along during the summer.

Q. How did you do that?—A. I had the accounts and an itemized statement sent me.

Q. Sent by the farmer?—A. No, sir; by the contractors or loggers.

Q. Did you ever go to Calligan Bros.' store to examine the prices?—A. I went there to make the settlement and I got the statement at their store.

Q. Did you also examine prices when the settlements were made?—A. I did not in detail; I had not time to. I took the statement home with me from all the loggers there and examined them.

Q. Then when did you make the corrections, if any were made?—A. I could not make any corrections with them, as they were not licensed traders.

Q. Did you ever make any corrections in their charges; did you ever have any overcharges corrected?—A. No; I could do nothing with them. They were not doing business on the reservation—at least, had not their store on the reservation.

Q. I thought you stated on a previous examination that all the dealers had to be licensed traders?—A. No, sir; not in 1885-'86.

Q. And you did nothing about correcting prices at that time?—A. No, sir.

Q. Did you the next year?—A. The next year they were under the same rules that licensed traders were. They had to post up their prices in their store.

Q. Did you ever correct any of the prices?—A. No, sir. The Commissioner made a schedule of prices to be charged, the percentage to be charged by the traders, and they posted that notice up in their store.

Q. Did they conform to those prices so far as you know?—A. Yes, sir; so far as I know they did.

Q. Did you or not correct any of their overcharges?—A. No, sir.

Q. The first season because you had no right to, and the second season because you had no occasion to?—A. I do not think I had any occasion to; I had no complaints.

Q. You had no complaints except in 1885-'86?—A. No, sir.

Q. Do you remember any articles on which they overcharged?—A. The main articles they overcharged on were camp outfits. They would charge, the half-breeds claimed, too much for the old outfits they had.

Q. How did you find that out?—A. I saw a party charged for old stuff, as the Indians claimed it was, and they charged just as much as for new.

Q. Can you recall any case that you investigated where Calligan Bros. sold to any Indians an outfit for more than it was worth?—

A. I can not recall the man's name, but I know him, the one who got orders to haul pine.

Q. Did he complain they were overcharging him?—A. Yes, sir; he did.

Q. Describe the man if you can not remember his name?—A. He claims to be a half-breed but looks more like a Frenchman than a half-breed.

Q. Should you know his name if you heard it?—A. It is "Ronger," or something like that; that is the way it sounds. That was in the winter of 1886-'87.

Q. Was it Belenger?—A. It sounds something like that; I would know the man if I should see him.

Q. Did you investigate his complaint?—A. I told him I could not do anything with the complaint, that I did not know whether the supplies were old or new. I saw that they had charged him the same for his outfit as they had charged others, but he said his was old or second-hand.

Q. It was the right price, but it was the quality he objected to?—A. Yes, sir.

Q. The price was fair enough if the quality was good?—A. Yes, sir; I do not know anything about that.

Q. All you know about the quality was the complaint of Ballenger, or whatever the name was?—A. Yes, sir.

Q. Name some case of overcharging.—A. That was in the winter of 1886-'87. I made up my mind when they went in there in the winter of 1886-'87 that they would never log any more there. That is all the reason I can give.

Q. That you have told us two or three times; but the main reason, you say, was their overcharging?—A. Yes, sir; in 1885-'86; and then after straightening up matters and consenting to their going there, then they sent me word that they would give me \$1,500; and that was the main reason I determined they should not go in there again.

Q. There was no exclusive right for anybody to make contracts with the Indians in 1885-'86?—A. No, sir.

Q. Although you recommended the number of contractors be limited?—A. I did not recommend that.

Q. Then the Commissioner is mistaken?—A. No, sir; I recommended it be put in the hands of the licensed traders; that is in his letter. If you will read it you will find that I recommended that whoever logged in there should have a license the same as traders.

Q. You recommended that it be confined to licensed traders?—A. Yes, sir.

Q. But there was never competition, so far as licensed traders are concerned; the number of those licensed traders is always limited?—A. No, sir; it is never limited; anybody who applied for a license always got it.

Q. As a trader?—A. Yes, sir.

Q. How many licensed traders have there been on the Court Ouille Reservation?—A. In 1886-'87 the parties logging there—there was Gaynor & Bergeron, Peter Bergevin, Calligan Bros., Dobie & Stratton, and Donald McDonald.

Q. And those all were logging contractors?—A. Yes, sir; and they were licensed.

Q. I want you to state—on any of those reservations, those four larger reservations—any persons or firm who took out a license to trade who

were not loggers.—A. None of them; they all logged who had a license to trade.

Q. Then, if you recommended that the logging should be confined to licensed traders, you had recommended that it should be confined to one firm only on the reservation?—A. I do not see it in that way at all. As I have stated before, anybody who applied for a license got one to trade or buy logs; that always follows; the licensed traders always buy logs.

Q. Have not the logging firms always required licenses?—A. No, sir, they have not.

Q. Were there any in 1885-'86 that had not any license?—A. Mr. McDonald had not a license, and Calligan Bros. did not have and didn't need any.

Q. Did your recommendation mean simply that all the loggers should be compelled to take out licenses as traders?—A. Yes, sir. They are under the same regulations that the regular licensed traders are, I think you will find.

Q. The language of the Commissioner's letter of August 24 is, "Referring to the conversation had with you whilst here, as to the proposition to confine the contracts in the hands of the licensed traders exclusively, I have given the subject careful consideration," etc.; and then he declines to confine the logging contracts to the licensed traders exclusively, but decides that every logger should take out a license as trader.—A. Yes, sir.

Q. Now, who ever had been on the reservation as licensed traders who did not do logging when they first came there?—A. I do not know how it was before my time.

Q. Had Dobie & Stratton a store there for trading with the Indians before they commenced logging?—A. I do not know as to that.

Q. Then you say that the reservations have always been open to anybody to contract with the Indians for logging, and have always been open to traders who might procure a license?—A. I have always forwarded any applications sent in to me for a license.

Q. You have not recommended that the number of logging firms or number of traders should be limited at any time or anywhere?—A. No, sir; I have not.

Q. Now I will ask you again whether you actually corrected any overcharge of Calligan Bros.?—A. No, I did not, that I can remember.

Q. I see that the original forms for timber contracts, like those on pages 6 and 7 of the record, contemplate a bond in each case from the contractor, running to the United States for the use and benefit of the Indian who sold the lumber.—A. Yes, sir.

Q. Have those bonds been exacted in all cases where a contract has been entered into?—A. Yes, sir; they have all been required to give bonds.

Q. Has there never been any omission to give bonds?—A. I think in the Flambeau case there was, where there were no contracts; but those people are licensed to trade there.

Q. But on the Flambeau Reservation in 1886-'87 there were no contracts?—A. No, sir.

Q. And then, of course, there were no bonds?—A. No, sir.

Q. Do I understand you to say that bonds had been required in all other cases?—A. Yes, sir. Where there are a small number of contracts the bonds are always forwarded with the contracts, but with a larger number we generally send the contracts in and ask that one bond be made out to cover the whole lot, and that has been done.

Q. Instead of a separate bond on each contract?—A. Yes, sir; to make one bond to embody all those contracts.

Q. Look at the list of contracts on pages 113 to 117 of the record; the contracts for 1887-'88. You see in the column "bond" there is no entry?—A. Yes, sir.

Q. Were there bonds given on those contracts?—A. You will see in my letter of transmittal that I state I would like to have one bond cover them all, and I would like to have them sent back and executed.

Q. That is not yet in the record?—A. No, sir; it is in the Indian Office. That is the way it has been done heretofore.

Q. Like the cases on page 109, 110, and 111, where there is one single bond mentioned in the Dobie & Stratton case?—A. Yes, sir; that is the way I have been doing it.

Q. You never have agreed to waive a bond in any case?—A. No, sir; I never have.

Q. Is the Mr. Bergeron here a different person from the Mr. Bergevin?—A. Yes, sir; they are two different persons.

Q. Give the full names of each, if you can?—A. Charles Bergeron and Peter Bergevin.

Q. You have spoken of Indians who claim that they never have contracted with Calligan Bros., as Calligan Bros. had alleged they did. You spoke of cases of that kind; name any of them.—A. I can not name any of them. I think Mr. Rusler, my farmer, can.

Q. You yourself can not give any?—A. No, sir; I could not state the three contracts that they had there last winter; I could not name them.

Q. I wish to ask you some more questions with reference to the allotment of lands. There was a provision for allotments in the Chippeewa treaty of 1854?—A. Yes, sir.

Q. Do you know how many allotments had been made to Indians in severalty under the treaty before any of these timber contracts in 1882 and 1883 commenced?—A. No, sir; I do not know; they are working on that list in the office.

Q. That treaty has been in existence thirty years?—A. My recollection is that there are some of those selections which were made along in 1870 somewhere, but I would not be positive.

Q. Can you state why the Indians during those thirty years never had any allotments made in severalty?—A. I do not know why; it must have been because they never asked for them.

Q. You judge they never cared to have them?—A. That is what I think.

Q. Were they living on the reservations mainly?—A. No, sir; they were scattered around all through the country.

Q. Did they have any disposition to build houses on the reservation prior to 1882?—A. At Bad River they built some. I was never on the Court Orelle Reservation.

Q. Was there any cultivation on the Bad River Reservation?—A. Yes, sir; there has been for many years there.

Q. Were they on lands allotted to the Indians in severalty, or built wherever they happened to take a notion?—A. Where their buildings mostly are is on some land taken by a half-breed named Blackbird.

Q. Was that allotted to him?—A. It was allotted to him after they had built all their houses there.

Q. Did he collect money from them?—A. He is trying to now.

Q. What do you know with reference to cultivation prior to 1882?—A. I do not know much about what was going on there prior to 1882,

but I was up the river a couple of times. The Indians cultivated along the river-bottoms mostly. I do not know whether the land was owned in common or in severalty.

Q. Or whether allotted?—A. No, sir.

Q. Then you can not give me any reason why, for twenty-eight years, there were no considerable allotments made under the treaty?—A. I do not know why; I can not state.

Q. Now, then, coming to the allotments which have been made since timber-cutting commenced, what method has been adopted for making the allotments equal between the Indians?—A. They generally select their own "eighties" and file the number of the selections with the farmer.

Q. The land with the timber on it, of course, was not all of uniform value?—A. I do not know; they seemed to be satisfied; they went to work and made their selections, some of them, and filed them with the farmer, and I never heard any complaints about it.

Q. Some, you say, was very heavily timbered?—A. Yes, sir; and some not so heavily timbered.

Q. And some were good for cultivation, and others not?—A. Yes, sir. Some had hard-wood timber, and they liked to select that for sugar-bushes; some would rather have that than pine timber.

Q. Have there never been any cases where two or more Indians would seek to get the same lot?—A. Oh, yes, sir; they would quarrel amongst themselves about that.

Q. Did they settle it in council?—A. They would settle that with the farmer. Whoever would go there first and file it is the one who got it.

Q. But the lands had been open to claims for nearly thirty years?—A. I know, but they never had been selected until recently; I think they commenced in 1882.

Q. Do you think that disposition to select has grown up because of the permission to sell the timber.—A. I think it has.

Q. Have there not been controversies among the Indians as to which should have the best and most heavily-timbered lots?—A. Yes, there have been controversies, but that is generally settled with the farmer.

Q. Had it not been settled by the council prior to the allotments under the severalty act?—A. When the farmer settles it it does not go to the council. The party who owns that land is entitled to the selection, but it is not determined whether he is to have it in preference to any other Indian.

Q. Who does settle such a controversy?—A. The farmer settles it.

Q. If there were a number of choice eighties and different Indians were contending for the right to select, would the farmer settle that question?—A. I will state just how that has been done. The farmer has a record which he keeps. If an Indian comes to him and says: "I will select that description," and he gives him that selection; that is his. Some one might come along a week afterwards and claim it belonged to him, and the farmer would say, "You never filed on it."

Q. Would he settle it then according to priority of application?—A. Certainly.

Q. First come first served?—A. Yes, sir.

Q. Then you understood that the Indians who rushed first for the choice timber got it if they were entitled to the allotment?—A. I think they did.

Q. Do you not think the farmer had any influence in determining which Indian should get a particular lot?—A. I know when Pero was

working there the Indians claimed to me that he used to sell them numbers.

Q. That he showed favoritism corruptly?—A. Yes, sir. I know in the case of Robert Boyd he promised to give him \$40 or \$50 if he would get him a good piece of land.

Q. Did he give it to him?—A. He got the land, but the Indian didn't give him the money. Once in a while you will find dishonesty amongst them.

Q. We have heard of some of these lots where the Indians realized \$5,000 or \$6,000 for the timber, and there have been others where they received only \$200 or \$300.—A. No; they never get as little as that on any of those timber reservations.

Q. It would be very much less than \$5,000?—A. Yes, sir.

Q. Who would determine whether the Indian should have a lot which would give him \$5,000 or one which would only give him \$500 or \$1,000?—A. I have stated that they come and file all those claims with the farmer, and the man who filed it first got it, or ought to have got it.

Q. But you do not understand that the farmer had any discretion to give the lot to any particular Indian?—A. He ought not to have any.

Q. The rule is like that in a barber shop, first come, first served?—A. Yes, sir; that is the way it was done before I was agent, and that is the way it has been done since.

Q. Would not the result of that produce a great rush for the choicest timber?—A. There was a big rush, and the choicest timber was taken on those reservations that had been open in time, before I was appointed agent.

Q. When do you think the choicest timber was taken up?—A. On the Court Oreille it was taken up, the best of it, in 1884. There was a large list of selections sent to Washington, here, I know that were lost on the way; that was by Agent Durfee.

Q. Was the loss supplied?—A. It was in the fall of 1884 that he sent in the original, and then in the spring of 1885 he sent in a duplicate list.

Q. Is it your idea that the choicest timber was taken up on all the reservations under Agent Durfee by some Indian or other?—A. No, sir; I said on the Court Oreille Reservation.

Q. How about the others?—A. On Bad River I am positive that the choicest timber had been taken before I became agent; it was timber convenient to the river. But on the Flambeau Reservation they had taken none; under Agent Durfee they had only made forty selections on the Fond du Lac Reservation.

Q. And the selections subsequent to those forty have been made under you?—A. Yes, sir.

Q. Has the choicest timber all been selected?—A. I do not know; I think it would have been. Those people are there and are looking out for number one.

Q. As you understand it, the rule has prevailed with your farmers of first come first served?—A. That has been the instruction to them. I have had no complaints made to me since Pero was working for me, when that man told me he had agreed to give him \$40 or \$50.

Q. Was that the reason you discharged Pero?—A. No, sir; there were several reasons for discharging him.

Q. Were they reasons affecting his management of the office?—A. Yes, sir.

Q. If the farmer had the right to assign different lots to different Indians and to decide which should have the preference, it would give

him great power over them, would it not?—A. Yes, sir; it would. The only way he could do it, as I have instructed them when an Indian comes and files on a piece of land, is to carry out the date in pen and ink when that was filed and the name of the Indian.

Q. But if the farmer had that right and did not exercise it honestly, it might be a source of corruption?—A. Yes, sir; it might; that is true.

Q. And to avoid that your orders have been to give the first man who applied the preference?—A. Not only my orders, but those were the orders of Agent Durfee, too, and it has always been carried out.

Q. That was the rule when you first came to the reservation?—A. Yes, sir.

Q. If an Indian was seeking a lot of land and his title to it was doubtful—it was doubtful whether he was a member of the tribe, for instance—then if the power existed on the part of the farmer, or the agent, to determine whether he should have it or not, and the farmer or the agent was dishonest, there would be an opportunity for corruption by forcing the Indian to make a timber contract, for instance?—A. I do not understand that the farmer or agent has ever settled whether a man has belonged to a tribe or not.

Q. Who has settled that?—A. It has been settled in council.

Q. Up to this last allotment?—A. Yes, sir; that has all been settled in council.

Q. But coming down as late as January and February of this year when that rule had been cancelled?—A. That was settled by the instructions from the Department to the special agent.

Q. And the power existed on the part of the agent (the special agent and the regular agent) in the first instance to determine whether the evidence was sufficient to warrant an allotment?—A. Under this new act; yes, sir.

Q. It was so settled by you in the January council?—A. The instructions require that the applicant must certify under oath that he is (or that his father or mother were) a recognized member of such band, and it must be supported by at least two witnesses.

Q. Now, take a doubtful case where the council objected to it and where you and Special Agent Wall stated that the evidence was sufficient—of course those Indians were at a disadvantage if anybody sought to take advantage of them, were they not?—A. I do not see how anybody could take advantage of them, because the instructions are very plain and are read over a half a dozen times.

Q. Suppose somebody was trying to make a bargain for their timber while the title was in doubt?—A. I do not know what that would have to do with me.

Q. You do not think that would influence you at all?—A. No, sir.

Q. Or Agent Wall?—A. No, sir; I do not think so.

Q. Did any of those Indians make contracts to sell their timber before you and Mr. Wall made your decision—any of the Indians whose title was disputed by the council?—A. I do not know whether they have or not.

Q. Did you know it at the time?—A. I did not know it at the time. I never looked or asked them, and I am pretty sure Mr. Wall did not.

Q. But you did pass contracts made by such Indians since the allotment was made and before it was approved by the Department?—A. I stated the other day how that was done. I do not look at those contracts at all; my clerks do that. They compare them to see if the descriptions are right, and I approve them.

Q. And your attention was not called to the fact that some of those timber contracts were on allotments which had not been approved at Washington?—A. No, sir; it was not.

Q. What do you understand was the object of the treaty and of the severalty act in making these allotments to the Indians in severalty; the object of giving to each Indian eighty acres of land more or less; was it that he should settle on them and make a home there?—A. I think that was the object.

Q. Have you any doubt that that was the policy of both the treaty and the act?—A. No, sir; I have no doubt.

Q. And were or not the original rules for selling timber, which are set out by Agent Durfee in his circular, framed in order to conform to that policy and having the Indians make homes upon their lands?—A. Yes, sir; I think they were.

Q. Has that policy prevailed and been carried out under the system as you have administered it?—A. Well, I might go back to Agent Durfee's administration, too.

Q. Sometimes when I include Agent Durfee you say leave him out, and at other times you include him. Answer as to yourself first.—A. I do not know. I have not been all over the reservation to find out whether the Indians are settling all through there or not; it would be impossible for me to. But I know that a great many of them, from the proceeds of their pine, have built residences in the village and have their children go to school, and they claim to come and go to their work on their farms out of the village.

Q. And their farms have been on these allotments?—A. Yes, sir; and they raised potatoes and other things.

Q. You spoke of the danger of fire in case the lot was partly cut over and timber left, the balance of it in one bunch; you say there would be danger that the brush would get on fire, the débris on that portion of the lot which was cut over, and the standing timber would be destroyed the next year; was that your statement?—A. That is what I said; yes, sir.

Q. Would it not be possible to protect the timber remaining from fire?—A. It would be possible if the Indians looked after their allotment and the underbrush and burnt it off before it got dry; they could save it in that way.

Q. Then they could protect the timber left standing?—A. Yes, sir; they could protect it in that way.

Q. What is your observation as to the desire of the Indians; do they desire to settle on their allotments or to live in the village?—A. They all want to get together and live in the village.

Q. Do they have any desire to cultivate those lots?—A. Yes, sir; some of them; in fact, there is a good deal of stuff raised there every year.

Q. What proportion of these lots which have been cleared of their timber have been put into cultivation on the various reservations?—A. I could not answer that; I do not know.

Q. Can you give any idea?—A. I have no idea.

Q. The policy of the statute and the Department being to promote cultivation of those lands, ought you to know something about it and the extent to which it is done?—A. I think my farmers can give you some information about that, but I do not know. I can give you the amount of stuff raised on each reservation; the census in the Indian Office here shows the amount of stuff raised for the last two years.

Q. But does not tell where it was raised?—A. No, sir.

Q. That is a statement of gross figures?—A. Yes, sir.

Q. You spoke of the improvidence of the Indian. What is his disposition to work at logging?—A. Some of them work all right. The most of them are good men when they will work. Some will work three or four days and lay off a week.

Q. What is the disposition of the Indian who has a timber lot which is going to bring him in considerable money under a contract; is he disposed to work or is he disposed to stand still and take the money?—A. The majority of them are disposed to stand still.

Q. About the care of their money, what is the general disposition there?—A. Some of them take care of it and some of them won't; they are a good deal like white people.

Q. Can you give any figures to show the amount of money received by the Indians, and also the amount that you caused to be deposited in bank and took care of for them since you have been there?—A. I can get it from the Indian Office.

Q. Will you prepare a statement while you are here showing the total net receipts by the Indians on each reservation and the total amount taken care of by you?—A. Yes, sir; I will do so.

The CHAIRMAN. I will suspend.

By Senator BLACKBURN:

Q. The bank in which you made the bulk of the deposits of this Indian money, was the one you used to be associated with as cashier, was it not?—A. Yes, sir.

Q. What is the name of that bank?—A. The Ashland National Bank.

Q. Is that a United States depository?—A. It is.

Q. Is it the only one in that section of the country?—A. At that time it was the only depository in the State north of Milwaukee or Madison; I think they have one at Oshkosh since then.

Q. You have been asked the reasons you had for refusing to allow Calligan Bros. to log on this reservation during the last season, which was 1887-'88. You stated in your testimony on some day previous to this that they had instructed their employes to charge up the pine cut from a squaw's land to a contract that they had with her brother who had been overpaid in advances?—A. Yes, sir.

Q. You also stated here this morning that after you gave them instructions not to cut the timber on that Thad Thayer allotment that they went on and cut and removed it in the face of your instructions to the contrary.—A. Well, a portion of it; they finally stopped.

Q. Did those two things have anything to do with influencing you against allowing them to log on that reservation any more?—A. Yes, sir; during the winter of 1887-'88.

Q. What about these bonds which are required? Explain to me what good, if any, they do, or what necessity there is of giving bonds. How does it protect the Indian any?—A. I do not know. The Indian is pretty well protected, because none of the timber is removed off the reservation before a settlement is made.

Q. They are not allowed to remove the lumber until it is paid for?—A. No, sir; the timber is never taken out before May or June, and the settlement is generally made in April, and even if it was removed before the settlement those Indians could attach it anywhere.

Q. So that practically the Indians are made no safer by the requirement of the bond?—A. No, sir; but it always has been given them.

Q. There has been some complaint made by some of the Indians themselves before this committee about the reservation growing smaller,

as they describe it; that they haven't as much land on the reservation as they formerly had. Do you know how the boundaries of the reservation were fixed?—A. The treaty of 1854 describes how that is.

Q. Is it not a fact that under an executive order of the President in 1872 the boundaries of this reservation were fixed by that order of General Grant's, in conformity with the treaty of 1854? Has there been any change of boundary in the reservation since you have been there?—A. No, sir; there has been no change.

Q. Do you know a man by the name of John O. Curran?—A. I do not know him; I never have seen him that I know of.

Q. Do you know what interest he has in the presentation of complaints here before this committee?—A. I do not know anything personally; this is merely hearsay.

Q. State, and we can find out what your source of information is.—A. Last fall or summer some time I was at Flambeau Reservation and Curran had been there. I did not know the man; he had been there before I got there. Joe Allen told me that this man Curran had been there holding councils with the Indians. I asked him what he was doing. He said he wanted the Indians to divide the reservation. I did not say anything more. Then, in the fall or winter Captain Henry told me that Curran was over there and had been counselling with the Indians, and wanted to divide the Flambeau Reservation with a line running from north to south, which would give him and his friends the timber on the eastern half of the reservation to take to the Wisconsin River, and he wanted Henry to go in with them to aid them, and Henry would control the western half and take it to the Chippewa River. Captain Henry said he would have nothing to do with them. A short time after that I heard that he was in Washington with the Indians.

Q. Since you have been agent out there how many special agents or inspectors have been there to investigate?—A. There was Inspectors Thomas and Gardner and there was an inspector there when I came away, Mr. Markham. Of special agents there have been Messrs. Parsons, Heth, and Robinson; I think those are all who have been up there.

Q. What did they come for?—A. To investigate the affairs of the agency and sometimes to see about this charge against me of favoritism.

Q. What reports have they made?—A. I do not know, they would not let me see. I know the reports must have been favorable or I would have heard from them; I never have heard.

Q. You say you tried to limit the number of contracts for the sale of timber, and that the Indians complained?—A. Yes, sir; they said one had as much right to cut as another.

Q. Is there any way to regulate the number of contracts unless it be arbitrarily done by the agent?—A. That is the only way.

Q. Is there any other way except to say that this Indian may sell and that Indian shall not?—A. There is no other way to do it.

Q. What good is to come from the preservation of the timber on this reservation if one half or one quarter is allowed to be cut this year and another quarter next year, covering a period of four years, instead of allowing them to sell in one year; what is the difference to the Indian?—A. That is a difficult question to answer.

Q. Does it do him any good?—A. No, sir; I do not think it does.

Q. If he is going to open up a farm there the sooner he gets rid of the timber the better?—A. Of course if an Indian does not take care of his

money he would be likely to have more in that way at the end of the four years.

Q. He would not have any now until the end of the four years came?—
A. No, sir; he would live off some of his relatives or friends, probably.

Q. You say you undertook to put a limit on the time when these contracts should be made?—A. Yes, sir; that was in 1885.

Q. Who were the contractors who complained about it?—A. I think George Forsyth, at Bad River, made complaint about it; he was the only one there that I remember. Gaynor & Bergeron made complaint at Court Oreille, and the Calligans. I think the time was too short; that they could not get around and make their contracts, they said.

Q. Now in reference to the white labor allowed to be employed and the increased amount of white labor allowed; was that done by you on your own responsibility as best for the Indian, or was it done in obedience to instructions given you by the Indian Office here?—A. The only instructions I received are already in the testimony.

Q. That you have put in in the shape of your letter?—A. Yes, sir. But what I did I am satisfied was for the benefit of the Indians.

Q. There have been three contracts referred to here, one the Mary Bray contract, another with an Indian, Ke-gani-ganis, and with Ambrose Corbine. Those three contracts have been put in evidence here, and are dated September 4, 1886. I see by the records of the Department, which are in evidence, that Bergevin's contract with those three parties were dated on the 11th of October, 1886. Prior to the 11th of October, 1886, did you know, or had Calligan or anybody else ever told you, that they had contracts with these same parties for this same timber dated earlier than the 11th of October?—A. Not that I can remember. The only thing I remember about Calligan's contract was that Governor Pound gave me a list.

Q. Did you have any information from Calligan or anybody else about his contracts, or the dates of them, earlier than the list which was furnished you by Governor Pound after he was employed as counsel for them?—A. No, sir; I had not.

Q. Can you tell about when that was?—A. I can not just tell when it was.

Q. Governor Pound has stated in his testimony it was the latter part of October or early in November, 1886.—A. It seems to me it was earlier than that, because the weather was nice and warm at that time, I remember.

Q. Has the cutting of timber on these reservations been closed by the recent order of the Department?—A. The order was sent out from my office. I have no reports to the contrary.

Q. Did you see that order?—A. I saw a copy of it.

Q. What timber does it stop the cutting of?—A. Of everything.

Q. Not only these contracts not yet approved by the Commissioner, but all contracts whether approved or not approved?—A. On everything. It is an order to stop cutting at once on the reservation, it does not matter whether approved or not. It is to stop it in all cases.

Q. You spoke of a boom on Bad River as the Superior Lumber Company boom. Is that a private boom of that company through which logs are only to be rafted that go to its mill, or is it a boom through which all the logs are rafted out of that river and taken to Ashland to such mills as may own them?—A. In calling that the Superior Lumber Company boom I was mistaken; it belongs to the Ashland Boom and Canal Company, a separate company, but whose stock is held by the stockholders of the Superior Lumber Company. It is a general boom.

It is for the booming and rafting of logs that come down the Bad and White Rivers. The logs are held in the boom, assorted, the different marks put by themselves and towed to the different mills wherever owned.

Q. Have you any connection, direct or other, with the Superior Lumber Company?—A. I have not.

Q. You are in no wise interested in it?—A. In no wise.

Q. Do you know anything of the Union Mills Company?—A. Yes, sir; it is a company in Ashland. Their mill was right up the bay from the Superior Lumber Company mill.

Q. Did it handle timber off these reservations, too?—A. Yes, sir.

Q. Do you know any of the stockholders?—A. Horace J. James and W. R. Durfee were the principal ones.

Q. Is that the agent who preceded you?—A. Yes, sir.

Q. Was he a stockholder in the Union Mills Company whilst he was agent?—A. Yes, sir.

Q. And that company was then handling lumber off these reservations?—A. Yes, sir; off the Bad River Reservation.

Q. How do you know that?—A. I have a letter here in which he admits that he was a stockholder in the company.

Q. Let us have it.—A. This is a long letter here in my letter-book, and is in reply to a complaint made by a special agent, I should judge. It does not bear on this subject, except the extracts, which I will read. It is dated February 23, 1883, and is addressed to Hon. Hiram Price, Commissioner of Indian Affairs. It says:

In relation to the purchase of pine by the Union Mill Company from the Indians, Mr. H. J. James is the president and business manager of the company. He came to me, as did others, mill and lumbermen here, to inquire about the terms upon which Indians were allowed to sell, and I gave him the same information. I told him that while I did not feel that I should debar him from the same privileges which others had, that personally I would have nothing to do or say in assisting in the matter; that all I could do was to see that the Indian received as fair terms and favorable treatment from him as from others, and in justice both to him and myself I would say that he would have been surprised had I done otherwise. I learn from him that he has advanced more to them than all the logs they have yet got out amount to, though the teams and outfit being paid for, they have the opportunity to make money for the remainder of the season. I know that he has spent more time with them, showing them about the work, etc., than all the other parties with whom they have contracted. He is a practical lumberman. Many of these Indians have worked for him in the mill, and I believe his advice has been of much assistance to them, and I know that his contracts with them have been as favorable as any they have made, and farther than being a stockholder in the company of which he is president and manager I have had no interest in these contracts, except such as it was my duty to take as Indian agent.

The WITNESS. That is one extract; here is the other:

In relation to my connection with the Union Mill Company: This is a chartered corporation in which I have been a stockholder since its organization some six years since, and nominally (being one of two resident stockholders) secretary and treasurer for a number of years, actively so previous to taking charge of this office. Since that time I have had nothing to do with the books, financial or other business management of the company. The business manager of this company has occasionally consulted with me, but I have taken no active part and devoted no time to the business during the nineteen months in which I have had charge of this office.

The WITNESS. That is signed W. R. Durfee.

Q. The form of contract that you found in existence when you went there as well as the one that you use now, if indeed there be any difference between the two—in either the one or the other is there any prohibition against the employment of white labor?—A. No, sir.

Q. Is there any reference made to the character of labor to be employed?—A. Not in the contract.

The CHAIRMAN. I propose to adjourn this hearing until we get copies of the papers called for from the Indian Office. The committee therefore will adjourn subject to the call of the chairman. Before adjourning I want to put into the record a letter addressed by me to Secretary Vilas, and his reply thereto; also a letter dated February 3, 1888, from Commissioner Atkins to Senator Spooner, of Wisconsin.

The letters submitted are as follows:

COMMITTEE ON INDIAN TRADERS, UNITED STATES SENATE,
Washington, D. C., March 12, 1888.

SIR: I have the honor to furnish to you a copy of a resolution this day adopted by the Senate Select Committee on Indian Traders, as follows:

"Resolved, That a copy of the evidence taken by this committee concerning the Chippewa Indian allotments and timber contracts be transmitted to the Secretary of the Interior for his information; that his attention be specially called to the testimony showing that extensive lumbering operations are now being carried on upon the Chippewa Reservations, under contracts not yet approved by the Commissioner of Indian Affairs, by large gangs of lumbermen who are not Indians, in violation of the rules of the Indian Office under which such contracts have been allowed to be made; and that the suggestion be further made to the Secretary that it is advisable that orders be given by telegraph to stop immediately the cutting down of any more trees upon the reservations under contracts with the Indians, until further orders from the Department."

The evidence taken by the committee, which, by the above resolution, I am directed to transmit to you, is being printed at the Government Printing Office. A copy will be handed to you as soon as it is in type.

It appears from the evidence submitted that the Chippewa Indians to whom lands were allotted in severalty were first allowed to cut and sell the timber thereon under a plan recommended by Special Agent Durfee and Commissioner Price. Certain rigid provisions to regulate the business were adopted.

(1) The contracts, by their terms, were not to be valid until approved by the Commissioner.

(2) The Indians were to cut and haul the timber and deliver it for a fixed price, and were not to be allowed to sell stumpage.

(3) Three-fourths only of the lot of each Indian were to be cleared, the trees on the other one-fourth to be left standing in a compact body convenient for domestic purposes.

(4) The work in all cases was to be done by Indians, except that white men might be allowed to act as foremen, blacksmiths, and cooks.

The safeguards of the system thus carefully prescribed it appears, however, have been entirely broken down. The evidence taken by the committee shows:

(1) That none of the timber contracts for the present winter have been approved by the Commissioner, the same having only recently reached his office; but that, nevertheless, all the contracts have gone into operation, and the timber is being cut and removed thereunder.

(2) Although the form of the original contract is still used, yet the custom is for the purchasers of the timber from the Indians to guaranty that the latter shall realize a fixed amount as stumpage, and the purchasers then cut the timber and haul the logs themselves.

(3) The rule that only three-fourths of each lot shall be cut over is disregarded, and substantially all the trees are felled.

(4) The purchasers of the timber, doing their own lumbering, employ white men. Witnesses estimate that there are now at work upon the Court Oreille Reservation 200 Indians and 1,400 white men; upon the Flambeau 25 Indians and 125 white men; upon the Fond du Lac 25 Indians and 150 white men, and upon the Bad River 30 Indians and 400 white men.

The foregoing condensed summary of the case, as it now appears to the committee, leads to this general result: That a plan originally designed to benefit the Indians, by giving them for many years useful employment and reasonable sums of money, while removing from the reservations only trees which could be judiciously spared, and leaving the rest suitably preserved and located, has been perverted into a system under which greedy contractors have rushed upon the reservations; have aroused the desires of the Indians to obtain money without work; have made contracts practically unlimited as to the number of trees to be cut; have brought in swarms of white lumbermen to do the work; have already absolutely denuded the finest timber

tracts, and are stripping the allotments so rapidly, that it is probable that within two or three years the pine lumber of the reservations will all be gone, and that not long thereafter the temporary and delusive prosperity of the Indians will cease, and the Government will be asked for appropriations for their support. Unless the testimony taken can be shown to be erroneous, there has been the grossest mal-administration on the part of the local United States officials in charge of the Chippewa reservations.

If upon inquiry the facts should appear to you substantially as above stated, it is not doubted that you will gladly adopt the suggestion of the committee and cause orders to be given by telegraph to stop the cutting of any more trees upon the reservations. This action would not interfere with the proper disposition of any timber already felled, and justice as near as may be would, of course, be accorded by the Commissioner to all parties. It is to be regretted that the present lumbering season is nearly over; but it is to be hoped there may not be any hesitancy and delay in action which will enable the perniciously active contractors to succeed in realizing the full benefit of their vicious contracts, which are as yet unapproved by the Department and therefore null and void.

It is due to the Commissioner of Indian Affairs, Hon. J. D. C. Atkins, to say that he has on oath before the committee disclaimed the possession of any knowledge, until very recently, of any of the injurious facts above recited, except that he admits that he knew that the cutting of timber had been allowed to begin when the contracts were signed, and before their approval by the Commissioner, which practice of violating the terms of the contracts he avers began before he took office; that he expresses the determination if wrongs have been done to correct them if possible, and that he asserts his confidence in the faithfulness of the Indian agent in control of the reservations, Mr. James T. Gregory, of Ashland, Wis. But the subject is evidently one requiring your personal consideration and such action as your knowledge of the localities, and possibly of the parties, will doubtless enable you to make prompt and efficacious.

Yours, very truly,

WM. E. CHANDLER,
Chairman.

Hon. WM. F. VILAS,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Washington, March 13, 1888.

SIR: I have the honor to acknowledge receipt of your communication of the 12th instant, delivered to me late last evening, and in response thereto to say that the subject shall have my personal attention, as suggested, and such action shall be taken in respect to the matter as may be found proper when the facts shall be ascertained. Orders will be transmitted by the most expeditious means which will protect the interests of the Indians, if they be in jeopardy, in the particulars mentioned.

The testimony spoken of has not yet been received; but I understand from the Commissioner of Indian Affairs that it is only such as has been produced by the complainants, and that the purport of it was an entire surprise to him.

Very truly, yours,

WM. F. VILAS,
Secretary.

Hon. WM. E. CHANDLER,
Chairman of the Select Committee on Indian Traders, U. S. Senate.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, February 3, 1888.

SIR: Referring to your letter of the 1st instant, requesting to be informed "under what laws, regulations, or restrictions the Chippewa Indians of Wisconsin are permitted to dispose of their timber on lands allotted under the treaty of 1854, or under the Dawes act," I have the honor to state that under the provisions of the said treaty (September 30, 1854, Stat. 1109) over 500 Indians have received patents for 80-acre tracts, variously located on the Lac Court d'Oreilles, Bad River, and Red Cliff Reservations, restricted against sale, lease, or alienation without consent of the President of the United States.

Most of the lands patented are heavily timbered with pine, and the Indians being desirous of turning the timber to account, authority was, on September 23, 1882, granted by the Department for all such patentees to cut and sell the timber from three-fourths of the patented tract, leaving the remaining one-fourth of the timber in a compact body, intact for their future use for fuel, fencing, etc.

The Indians were not permitted to sell stampage, neither were white crews to be allowed on the reservations to do the work, but the Indians themselves were to cut and sell, delivered on the bank of a driving stream, lake, or at mill, as should be agreed upon with the purchaser.

The logs were to be scaled by a competent person approved by the United States Indian agent, and scaling charges were to be paid equally between the parties to the contract.

Payment was to be made to the Indian owner from time to time during progress of the work, as should be agreed upon between the contracting parties, final payment to be made before removal of the logs.

The Indians were to be at liberty to make their own contracts, subject to the approval of the United States Indian agent and the Commissioner of Indian Affairs.

Bonds were required to be given by the purchaser in a sum sufficient to insure the faithful performance of the contracts, subject to like approval.

These general regulations have been in force since the winter of 1882, when the logging operations at the La Pointe Agency commenced. Additional instructions, rendered necessary by circumstances and the unforeseen development of the work, have from time to time been given to the several agents in charge, but the general plan as above outlined remains substantially the same, and, notwithstanding the provisions of the sixth section of the general allotment act of February 8, 1887 (24 Stat. 388), declaring every Indian born within the territorial limits of the United States, to whom allotments shall have been made thereunder, or any law or treaty, to be a citizen of the United States, is still held by the Department to be absolutely necessary for the protection of the Indians until Congress shall cease to provide an agent for them.

In cases where patent has not issued, the approval of the selection and allotment by the President, in accordance with article 3 of the treaty of September 30, 1854, is held to be sufficient authority for the allottee to contract, without waiting on the delay for patent to issue.

Forms of agreement and bond in use at the La Pointe Agency are herewith inclosed.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

Hon. J. C. SPOONER,
United States Senate.

The select committee then adjourned, to meet again at the call of the chairman.

DEPARTMENT OF THE INTERIOR,
Washington, April 2, 1888.

SIR: I have the honor to transmit herewith copy of a communication of 2d instant from the Commissioner of Indian Affairs with its accompanying papers, comprising copies from the records and correspondence in his office, relative to the logging operations of the Chippewa Indians in Wisconsin and Minnesota; the allotment of lands in severalty to them, and the matters of complaint made by the Indians on the subject which appear to have been called for by your committee, in a letter addressed directly to him, under date of 12th ultimo.

Very respectfully,

WM. F. VILLAS,
Secretary.

The CHAIRMAN SELECT COMMITTEE ON INDIAN TRADERS,
United States Senate.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, April 2, 1888.

SIR: In compliance with the request contained in the inclosed copy of a letter dated the 12th ultimo, addressed to me by the chairman of the Senate Select Committee on Indian Traders, to be furnished for the information of the committee, with copies of such official records and correspondence of this office as will fairly and fully exhibit the system of timber contracts and allotments of land in severalty on the several Chippewa reservations in Northern Wisconsin and Minnesota within the jurisdiction of the La

Pointe Agency, Wisconsin, also the complaints of the Indians thereon, I have the honor to inclose herewith the under-mentioned papers, and respectfully recommend that they be transmitted to said committee, which now stands adjourned awaiting their receipt, viz:

Group No. 1.—Copies of original records and correspondence showing the origin and growth of the system of timber contracts on the Chippewa reservations within the jurisdiction of the La Pointe Agency, Wisconsin.

Group No. 2.—Copies of the complaints made by the Chippewa Indians of the La Pointe Agency, Wisconsin, up to the time of their visit to Washington, in February, 1888, with the reports of the special agents sent to investigate them.

Group No. 3.—The written complaints of the Indians now (or lately) in Washington. (These copies were furnished to the committee on the 16th ultimo, and appear in the printed record of proceedings, pages 145-160.)

Group No. 4.—Copies of original records and correspondence showing the system and extent of allotments of land in severalty to the Chippewa Indians of Wisconsin, within the jurisdiction of the La Pointe Agency, under the treaty of September 30, 1854 (10 Stat., 1109), and the general allotment act of February 8, 1887 (24 Stat., 388), with roll of excerpt copies of allotment schedules. The original schedules subject to the call of the committee as arranged with the chairman.

I also transmit (supplemental group No. 5) copies of sundry reports made from time to time, during the past six years, by the Department inspectors, upon the affairs and general management of the La Pointe Agency, and the condition of the Indians, which are not included in the papers composing the groups previously enumerated.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

GROUP No. 1.

Copies of original records and correspondence, showing the origin and growth of the system of timber contracts on the Chippewa reservations within the jurisdiction of the La Pointe Agency, Wis.

MISSISSIPPI RIVER LOGGING COMPANY,
Chippewa Falls, Wis., September 13, 1882.

DEAR SIR: We inclose herewith a copy of an instrument such as is held by a number of Indians on the Lac Court Oreilles Reservation. Some of the loggers of this vicinity are of the opinion that the Indians have a right to sell them the pine timber on these lands which have been thus conveyed to them by the United States for the purpose of clearing off the land, and to use the proceeds toward making houses for themselves.

And we prefer not to purchase any of these logs without being assured that the Indians have the right to thus sell their timber.

Will you please explain the rights of the Indians in this matter, and oblige,
Yours respectfully,

MISSISSIPPI RIVER LOGGING COMPANY.
Per J. D. BARNETT.

Hon. HIRAM PRICE,
Commissioner Indian Bureau, Washington, D. C.

[Inclosure.]

To all to whom these presents shall come, greeting:

Whereas there has been deposited in the General Land Office of the United States an order bearing date May 23, 1881, from the Secretary of the Interior, accompanied by a schedule with return dated May 10, 1881, from the Office of Indian Affairs, containing a list of selections of land for certain Indians of the Lac Court Oreille lands, as contemplated by the treaty concluded September 30, 1854, with the Chippewa Indians of Lake Superior and the Mississippi, whereby it appears that on the 11th day of May, 1881, the President in accordance with the provisions of the third article of said treaty, approved the selection of Ma-na-dis, being the south half of the southwest quarter, sections 32, 39,

8 west, in the district of lands subject to sale at Eau Claire, Wis., containing 80 acres, according to the official plat of the survey of said land returned to the General Land Office by the surveyor-general:

Now know ye that the United States of America, in consideration of the promises and in conformity with the said treaty, the order and return, with schedule aforesaid, have given and granted, and by these presents do give and grant, unto the said Ma-na-dis and to her heirs the said tract above described, but with the stipulation that said Ma-na-dis and her heirs shall not sell, lease, or in any manner alienate said tract without the consent of the President of the United States.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, September 21, 1882.

GENTLEMEN: I have received your letter of the 13th instant, inclosing a copy of an instrument such as you state is held by a number of Indians on the Lac Court d'Oreilles reservation, and inquiring whether they have a right to sell the pine timber from lands conveyed to them by the United States for the purpose of clearing off the land and using the proceeds towards making houses for themselves.

Upon examination I find the paper referred to is a partial copy of one of a series of patents issued from the General Land Office on the 20th June, 1881, to certain individual Indians of the Lac Court d'Oreilles band of Chippewas under the provisions of the treaty concluded with those Indians September 30, 1854 (10 Stat., 1109), said patents containing a restriction against alienation of the land by the grantee or his heirs without the consent of the President of the United States. The intention of this restrictive clause is obvious. It is that the lands shall be preserved for the exclusive benefit of the Indians and their descendants, and to prevent them from falling into the hands of unprincipled speculators.

In furtherance of this principle the Government will also interpose to see that their lands, which are patented to them in severalty in such manner, are not wholly denuded of timber, or advantage taken of their necessities or inexperience in business matters.

Upon consultation with the honorable Secretary we are of opinion that the interest of the Indians in this case will be properly subserved by permitting them, at their own option, to dispose of not more than three-fourths of the timber on their respective tracts, and so that at least one-fourth of the timber (in compact form, if possible) shall remain for their use, under the supervision of the local Indian agent, to such persons and upon such terms and conditions as to price for stumpage as shall be fixed by him and approved by this office.

Mr. Durfee, the agent for the Lac Court d' Oreilles, will be so instructed.

Very respectfully,

H. PRICE,
Commissioner.

MISSISSIPPI RIVER LOGGING COMPANY,
Chippawa Falls, Wisconsin.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, September 21, 1882.

SIR: I inclose herewith for your information copies of a letter received from the Mississippi River Logging Company, dated 13th instant, relative to the right of the Indian patentees on the Lac Court d'Oreilles reservation to sell the pine timber from their lands and of my reply thereto of this date.

You will acquaint the Indians holding patents of the views therein expressed, and that, subject to your supervision, they are at liberty to dispose of not more than three-fourths of the timber on their respective tracts, but so that one-fourth of the timber (in compact form, if possible) shall remain for their use, to such persons and upon such terms and conditions as to price for stumpage as shall be fixed by you and approved by this office. You will be careful to see that these instructions are properly carried out, and that the Indians are fully protected in their dealings.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
United States Indian Agent, La Pointe Agency, Bayfield, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., September 27, 1882.

SIR: Referring to Department letter of September 21 (L. 16940, '82), I would make the following suggestion, subject to approval of Department, as to the proper course to pursue in regard to the sale of timber by the Indians: I do not think lumbermen should be allowed to purchase the stumpage and put their own crews in the timber to cut it. The result of this would be that the timber would be scalped, the tops and hollow or shaky butts would be left in the woods, only the best logs taken, and the rest a total waste. Whites upon the reservation should be considered trespassers. The Indians should be allowed to make contracts for their logs, subject to Department approval, through me, delivered upon the bank of river, and should do the work themselves, thus getting the greatest benefits from the timber.

The white purchasers would, of course, have to furnish the supplies for the work, and might be allowed to put a foreman in the camp to instruct the Indians to do the work properly. There are a great many thousand dollars' worth of pine on the Lac Court d'Oreille reservation, and whether the Indians get any benefit from it or otherwise depends entirely upon how it is handled. If the timber is allowed to be slaughtered all at once the result will be that the reservation will be denuded of its most valuable feature and the Indians poorer than at present. If they do the work and receive the benefit there is value enough there to make them all independent.

I would further say in this connection that it is considered a full amount of business for one man to give proper attention to three or four lumber camps run by competent men who are accustomed to the business. If I have to look after all this work and give it the attention which its importance demands, I shall have but very little time for office work; and I would earnestly request that I might be allowed some stipulated sum per diem for necessary expenses while traveling, instead of the present way of taking subvouchers for each item. I do not suppose I can convey to the Department any adequate idea of the annoyance caused an agent in this country by the subvoucher system, but I will give a few illustrations:

Our ticket offices at railroad stations are open a few minutes before a train starts, and there is a rush for tickets. The crowd are waiting while I fill up a voucher, and naturally indulge in remarks unpleasant to listen to.

In Saint. Paul lately, while the agent was being hurried by some other person wanting a ticket, he remarked that he proposed to read the voucher before signing, as he was not going to receipt for a lot of Indian goods. At the eating-houses there is always a rush, with disagreeable features, connected with the signing of subvouchers.

It seems to me that if the Department can not place sufficient confidence in an agent to believe that when he takes oath to the fact that he has paid 50 cents for a meal he has done so, it is not surprising that the general public should look upon the incumbent of the office as a doubtful character.

I would also ask for authority to travel to and over the reservations in this agency as the interests of the service may seem to require.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, October 3, 1882.

SIR: Referring to office letter of the 21st ultimo, relative to sale of timber on the Lac Court d'Oreille reservation, and your reply thereto dated 27th ultimo, you are directed to withhold all action in the matter until further instructions from this office.

There appears to be considerable competition looming up for this timber, and the subject is now undergoing further consideration by this Department with a view to devising some practical means whereby the Indians may be more fully protected.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, October 5, 1882.

The Hon. SECRETARY OF THE INTERIOR.

SIR: I have received by Department reference, for report, a letter addressed to you by Hon. Angus Cameron, dated 25th ultimo, wherein, referring to Department telegram to him of the 20th ultimo to the effect that the Indian patentees on the Lac Court d'Oreille Reservation can sell the timber on the tracts patented, subject to the approval of this Department, which will approve all contracts honestly and fairly made, he inquires (at the request of several persons desiring to purchase and willing to pay the fair cash value of the timber) what regulations, if any, have been adopted to govern in the sale of the timber, putting the following specific questions:

"How are you to be satisfied that the contract was honestly and justly made? Will you have the timber on each patented tract examined and estimated, or will you accept as satisfactory the certificate of the Indian agent?"

"What terms of sale will you approve? Must the entire consideration be paid down, or may it be paid in installments?"

"Within what time must the timber be cut and removed from the land? Purchasers would not be willing to agree to cut and remove all the timber in less than five years, and would prefer to have eight or ten. If you are satisfied that it is for the interests of Indians that the timber be sold, I suggest that you have prepared a form of contract of sale so that there will be uniformity in the business."

Mr. Cameron states that the standing timber is worth from \$1 to \$2 per thousand feet, the value depending upon the quality and location of the timber, that the Indians are suspicious, and it is believed that but few of them will sell or sign any contract of sale unless they are paid the whole consideration at the time of signing the contract, and that purchasers will not wish to pay the whole consideration until the contract is approved by you.

He further states that he is informed that certain Indian traders on the reservation or in its vicinity have made some purchases of timber from the Indians, and have paid therefor with whisky and trinkets.

The reservation for the Lac Court d'Oreilles band of Chippewa Indians was established by the second article of the treaty, concluded September 30, 1854. (10 Stat. 1109.)

Under the third article of said treaty 186 patents for land, aggregating 14,774.65 acres, on said reservation were issued to individual Indians of the Lac Court d'Oreille band, on June 20, 1881. These patents, in accordance with treaty provisions, contain a clause against alienation of the land without the consent of the President of the United States.

In the case of the Omaha Indians, who are prohibited by treaty from alienating the tracts assigned to them in severalty, except as may be prescribed by the Secretary of the Interior, you held that "there is no authority on the part of the Government to prevent such Indians from selling the timber on the lands unless it is in exercise of the authority of the Government as the protector of these and all other Indians to see that they are not defrauded of their rights. If the Indian cuts and sells his timber, the Department will not interfere unless it is a clear case of incapacity on his part to manage his own affairs, and that he is being defrauded in such sale." (Department letter to Miss Fletcher, May 19, 1882.)

Upon a recent inquiry of the Mississippi River Logging Company, whether these Indians had a right to sell the pine timber on lands patented to them in severalty, informally submitted by me to you on the 21st ultimo, you were of opinion that the interests of the Indians would be properly subserved by permitting them, at their own option, to dispose of not more than three-fourths of the timber on their respective tracts, and so that at least one-fourth of the timber (in compact form if possible) should remain for their use; under the supervision of the local Indian agent, to such persons, and upon such terms and conditions as to price for stumpage as shall be fixed by him and approved by this office.

On the same date Agent Durfee (La Pointe Agency) was so instructed.

On the 27th ultimo Agent Durfee replied as follows:

"I do not think lumbermen should be allowed to purchase the stumpage and put their own crews in the timber to cut it. The result of this would be that the timber would be scalped, the tops and hollow or shaky butts would be left in the woods, only the best logs taken, and the rest a total waste. Whites upon the reservation should be considered trespassers. The Indians should be allowed to make contracts for their logs, subject to Department approval, through me, delivered upon the bank of the river, and should do the work themselves, thus getting the greatest benefit from the timber. The white purchasers would, of course, have to furnish the supplies for the work, and might be allowed to put a foreman in the camp to instruct the Indians to do the work properly. There are a great many thousand dollars' worth of pine on the Lac Court d'Oreille Reservation, and whether the Indians get any benefit from it or otherwise depends entirely

upon how it is handled. If the timber is allowed to be slaughtered all at once, the result will be that the reservation will be denuded of its most valuable feature, and the Indians poorer than at present. If they do the work and receive the benefit there is value enough there to make them all independent."

In view of this report of the agent, and of the large prospective competition for the timber, I deemed it advisable to instruct Agent Durfee to withhold all action in the matter until further instructions from this office.

Two plans for the disposal of this timber now present themselves for consideration; one, that proposed by the agent, of permitting the Indians to make contracts, subject to the approval of this Department, for the sale of their logs, delivered upon the bank of the river, the Indians doing the work themselves, and thus obtaining the greatest benefit from the timber. This arrangement would appear to have its advantages, in that it would render the presence of whites on the reservation unnecessary to any greater extent than would be required to instruct the Indians how to do the work properly, and would furnish the latter with employment during the winter months. By this means the Indians would receive not only pay for the timber, but also for their labor, less the value of any supplies furnished to them by the purchasers.

All this would necessarily involve great labor and detail, and it would appear to be almost impracticable for the agent, who has four reservations under his charge, to give that attention to the matter which its importance demands, without neglecting his regular official duties.

The other plan which, since the magnitude of the work and probable competition is more apparent, has suggested itself to me is as follows:

(1) To appoint one or more disinterested and experienced persons to appraise the timber on the several tracts of such of the Indian patentees as may desire to sell, reserving one-fourth of such timber (in compact form, if possible) for the use of the owner of the tract, such appraisement to be in 40-acre lots, according to the public survey, when practicable, and in a lesser quantity upon tracts whereon the timber to be reserved for the use of the Indians is standing.

The schedule of appraisement to state the quality, quantity, and value of the pine timber growing or being on each lot, and when returned to the office of the Indian agent within whose jurisdiction the lands are situated, to be subject to public inspection for at least sixty days before the day appointed for the sale of said timber as hereinafter recommended. One copy of such schedule of appraisement to be filed in the office of the Indian agent aforesaid, and a duplicate thereof in this Department. The compensation of the appraisers to be fixed by the Secretary of the Interior.

(2) After appraisement, the timber to be advertised for sale by notice of not less than two months to be published in at least three newspapers having general circulation within the district of the land office wherein the lands are situated, and thereafter to be offered for sale at public auction at the La Pointe Agency, or such other place as may be most convenient, under the direction of the agent, to the highest bidder, for cash, in lots not exceeding 40 acres, or fractional part thereof, as hereinbefore mentioned, but not to be sold for less than the appraised value thereof.

All timber (save and except that reserved for the use of the individual Indian owners) remaining unsold at the expiration of one year after it shall have been offered as aforesaid, to be, with consent of the Indians interested therein, again advertised and offered at public auction at the La Pointe Agency, or such other place as may be most convenient under like direction of the said agent, at not less than the appraised value thereof, and sold for cash only. The Secretary of the Interior to give such time for the removal of said timber as in his judgment seems proper, not exceeding five years.

(3) The proceeds of sale to be applied by the agent (1) to the payment of all expenses of appraisement and sale of said timber, and (2) the residue to be paid to the individual Indian patentees, owners of said timber, in proportion to their several interests therein, taking the schedule of appraisement as the basis of quantity in each case, with power to the agent to equitably apportion the amount of expenses between the several Indians entitled, if necessary to do so.

The foregoing is an outline of a plan which, although perhaps susceptible of improvement in its details, will in my opinion be a quicker, less troublesome, and at the same time more effective plan of realizing something like the value of the timber for the benefit of these Indians, and I therefore recommend its adoption in preference to that suggested by the agent.

In regard to the capacity of the Lac Court d'Oreille Indians to handle their own money carefully, and which may be of interest in connection with this subject, I extract the following from Agent Durfee's annual report for the current year, just received.

"The younger Indians as a class are industrious and thrifty and are making rapid progress in civilization.

"The lumbering interests upon the Chippewa River in their vicinity furnish, in the various operations of cutting and driving the logs, employment for many of them during the winter and early spring and a ready market for the produce of their farms. I am pleased to report that instead of squandering their earnings from day to day, as was formerly the case with them, I saw many of these Indians last spring, on their return from the camps, investing their surplus earnings—from \$75 to \$150 each—in provisions, implements, etc., and in the employment of assistance in clearing and planting upon their patented and allotted lands."

Mr. Cameron's letter is herewith returned.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

LA CROSSE, WIS., *September 25, 1882.*

DEAR SIR: I telegraphed you on the 19th instant asking if the Chippewa Indians of the Lac Court d'Orielle band who have received patents for lands on the Lac Court d'Orielles Reservation can sell the timber on said lands.

You answered on the 20th instant as follows:

"If the Indians have patents they may sell the timber, subject to the approval of the Department, and the Department will approve contracts honestly and fairly made.

"H. M. TELLER,
Secretary."

This reservation embraces four townships of land.

A considerable portion of the land is covered with pine timber. Men engaged in the lumbering business would like to buy this timber, and I write this at the request of several persons who desire to purchase.

The standing timber is worth from \$1 to \$2 per 1,000 feet, the value depending upon the quality and location of the timber. The Indians are suspicious, and it is believed but few of them will sell or sign any contract of sale unless they are paid the whole consideration at the time of signing the contract.

Purchasers will not wish to pay the whole consideration until the contract is approved by you.

I am informed that certain Indian traders on the reservation, or in its vicinity, have made some purchases of timber of the Indians and have paid therefor with whisky and trinkets.

The parties at whose request I write are willing to pay the fair cash value of the timber, and they desire to know what regulations, if any, you have adopted to govern in the sale of the timber.

How are you to be satisfied that the contract was "honestly and justly made?" Will you have the timber on each patented tract examined and estimated, or will you accept as satisfactory the certificate of the Indian agent?

What terms of sale will you approve? Must the entire consideration be paid down, or may it be paid in installments?

Within what time must the timber be cut and removed from the land? Purchasers would not be willing to agree to cut and remove all the timber in less than five years, and would prefer to have eight or ten.

If you are satisfied that it is for the interest of the Indians that the timber be sold, I suggest that you have prepared a form of contract of sale, so that there will be uniformity in the business.

Please write me as soon as practicable in regard to this matter.

And oblige, yours, very truly,

ANGUS CAMERON.

Hon. H. M. TELLER,
Secretary of the Interior.

[Inorsement.]

DEPARTMENT OF THE INTERIOR,
October 9, 1882.

Respectfully returned to the Commissioner of Indian Affairs, inclosing copy of letter of this date to Hon. Angus Cameron, United States Senate, on the subject of sale of timber to lumbermen by Indians holding patents to their lands.

The views set forth in that letter should form the basis of instructions to be communicated by you to the agent on the subject.

H. M. TELLER, *Secretary,*

[Inclosure.]

DEPARTMENT OF THE INTERIOR,
Washington, October 9, 1882.

SIR: I have received and considered your communication of the 25th ultimo, inquiring what terms and conditions in contracts by lumbermen with Indians holding patents for their lands on the Lac Court d'Oreille Reservation, in Wisconsin, would be satisfactory to the Department, etc.

The contracts for the sale of the timber should be made with the Indians owning the lands, under the supervision of the agent for the Indians, subject to the approval of this Department.

The timber should be cut by the Indians and delivered by them on the bank of the river. The price to be paid should be the fair cash value of the timber laid down on the banks of the river, and payment should be made therefor when it is so delivered.

Crews of white men can not be allowed on the reservation for the purpose of cutting the timber. If it should be found necessary a proper person as agent for the purchaser and at his expense may be permitted by the Indian agent to go among the Indians to see to the proper cutting of the timber, its measurement, etc.

The timber should not be cut to waste, and not more than three-fourths thereof on each tract should be disposed of, leaving one-fourth as near as may be in a compact form for the further use of the Indians.

These instructions will be communicated to agent of La Pointe Agency at Bayfield, Wis.

Very respectfully,

H. M. TELLEB,
Secretary.Hon. ANGUS CAMERON,
La Crosse, Wis.DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
Washington, October 11, 1882.

SIR: Referring to office letter to you of 3d instant, wherein you were directed to withhold action upon the Lac Court d'Oreilles timber question pending further consideration and instruction from this office, I have now to inform you that the matter has been fully laid before the honorable Secretary, whose views will be found in the inclosed copy letter from the Department to Hon. Angus Cameron, dated 9th instant, which will also serve as a basis of instructions to you on the subject.

Before taking action thereunder, and in order that there may be some degree of uniformity in the business, you will please prepare and submit to this office a form of contract, such as you deem will be appropriate, having due regard to the honorable Secretary's views as embodied in the inclosed letter.

Very respectfully,

H. PRICE,
Commissioner.W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Wis.UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., October 17, 1882.

SIR: In conformity with Department letter of 11th instant (L. 18,329, 1882) I have the honor to submit a form of contract which in my judgment would, with some modification to cover particular cases, space for which should be left before the words "This contract shall be valid and binding only, etc.," meet the necessities of the case.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.Hon. HIRAM PRICE,
Commissioner Indian Affairs, Washington, D. C.DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 31, 1882.

SIR: Referring to your instructions relative to the sale of pine timber by Indians holding patents on the Lac Court d'Oreille Reserve, Wisconsin, as embodied in Department

letter to Hon. Angus Cameron, of the 9th instant, I have to report that a copy of said letter was duly transmitted to Agent Durfee as a basis of instructions, and he was directed, with a view to uniformity in procedure, to prepare and submit to this office a form of contract appropriate to the subject.

I have the honor to submit herewith, for your perusal, a form of contract transmitted to this office by Agent Durfee on the 17th instant, which appears to be in substantial compliance with your views as expressed in the letter to Mr. Cameron, and I therefore recommend its approval and adoption.

Very respectfully,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, November 1, 1882.

SIR: I return herewith, approved, the form, presented with your letter of 31st ultimo, for contracts to be entered into by and between the Indians of the Lac Court d'Oreille Indian Reservation in the State of Wisconsin to whom patents have been or may be issued for allotments of lands, and parties outside the reservation to whom it may be deemed advisable by your office that a portion of the pine timber belonging to the patentee should be sold.

Care should be exercised in all cases that the stipulations of the contracts are fully complied with, both by the agent in the performance of his duties and by the parties with whom the Indians are allowed to enter into contract.

Very respectfully,

M. L. JOSLYN, Secretary

The COMMISSIONER OF INDIAN AFFAIRS.

[Inclosure.]

This agreement made and entered into at the La Pointe Indian Agency, Wisconsin, this day of _____, 1882, between _____, of _____, party of the first part, and _____, of _____, party of the second part, witnesseth, that the said party of the first part having received from the United States a patent, subject to certain reserved rights vested in the President of the United States to the _____, situated upon the _____ reservation, in the State of Wisconsin, agree to cut in a good and merchantable manner into logs of the lengths of _____ feet from the merchantable pine timber upon three-quarters of the said tracts, the boundaries of which shall be designated by the United States Indian agent in charge of the above-named agency, and be incorporated into and become a part of this contract, and that none of the logs shall measure less than _____ inches at the small end, and to deliver _____ thousand feet more or less of said logs upon the bank of _____ to the party of the second part, for the sum of _____ per thousand feet board measure, as scaled upon the bank by a competent scaler, who shall be approved by the United States Indian agent above mentioned.

In consideration of the above agreement and sale, the party of the second part agree to pay to the said _____, so fast as the logs are delivered upon the bank in lots of _____ M feet, of the purchase money—that is to say, when _____ M feet are delivered the sum of _____ shall be paid thereon, and for each subsequent _____ M feet so delivered an equal amount shall be paid.

When the logs shall be considered delivered to the party of the second part the expense of scaling the logs upon the bank shall be equally divided between the parties of the first and second part to this agreement.

This contract shall be valid and binding only after having the approval indorsed thereupon of the United States Indian agent in charge of the above-named reservation and the honorable Commissioner of Indian Affairs.

Witness the hands and seals of said parties the day and year first above written.

In presence of—

[SEAL.]
[SEAL.]

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
_____, 188-.

I certify that prior to signature the foregoing agreement was read and carefully explained by me to the above-named _____, who appeared to fully comprehend and voluntarily executed the same in my presence.

Official Interpreter.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, November 6, 1882.

SIR: The form of agreement for sale of pine timber upon the tracts patented to individual Indians of the Lac Court d'Oreilles band, transmitted with your letter of the 17th ultimo, has been duly submitted to the honorable Acting Secretary of the Interior and approved by him.

To save labor in writing and insure uniformity in the contracts, I have had 500 copies printed, which are forwarded to you by this mail. All agreements should be executed in duplicate, each party retaining one part.

There appears to be considerable competition for this timber, and several applications have been made to this office for information. All such applicants have been referred to you, as holding the Secretary's instructions on the subject. I presume that the Indians interested have been notified of these instructions, and informed that, for their own protection, no contracts will be approved unless they are in specified form and submitted through you.

The suggestions contained in your letter of the 7th instant to employ a competent person to supervise the logging operations, and to establish a depot upon the reservation, to furnish the Indians with the necessary supplies, have not been overlooked; they are both good, but unfortunately impracticable for want of funds. If it shall be found in any case that the Indian is unwilling or unable by force of circumstances to perform the labor, I see no alternative, in view of the Secretary's ruling against the presence of crews of white men upon the reservation, but to let matters remain as they are, approving only such contracts as can be carried out according to the letter of his instructions, as contained in his letter to Mr. Cameron, a copy of which was sent you on the 11th ultimo. In this connection I especially draw your attention to that portion of the Secretary's letter wherein he says: "If it should be found necessary, a proper person as agent for the purchaser and at his expense may be permitted by the Indian agent to go among the Indians to see to the proper cutting of the timber, its measurement, etc."

The Government farmer and his assistant upon the Lac Court d'Oreilles Reservation should be also fully posted as to the Secretary's instructions, and directed to use their utmost endeavors towards a faithful execution thereof.

You will acknowledge receipt of the agreements and report progress.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Wis.

MISSISSIPI RIVER LOGGING COMPANY,
Chippewa Falls, Wis., October 26, 1882.

DEAR SIR: In accordance with the tenor of your letter (16940-'82) we have suggested to some of our loggers that they make bargains with some of the Indians of the Lac Court Oreilles Reservation for not more than three-fourths of the pine timber on their allotments at such price for the stumpage as shall be approved by the local agent and by the General Government, making a fair price for the same, and so far as possible to encourage the Indians to cut and haul the timber himself, and for our own protection and that of our loggers, we have gotten up the inclosed blank form, to be used in every case where we were expected to buy the logs which only transfers the Indian's option to us to buy a portion of his pine timber on such terms and conditions as we could make with the local agent, with the approval of the General Government. Many of the Indians are anxious to sell some of their timber, and we are willing to buy and pay what it is worth. If we should deal with them in the manner suggested by this blank form, will the Government approve? If the Government does approve, please instruct the local agent to proceed to make terms and prices with us, and oblige,

Yours, respectfully,

F. WEYERHAEUSEL,
Per B.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, November 6, 1882.

SIR: I have received your letter of the 26th ultimo, transmitting for approval of this Department a form of agreement which you propose to make with individual Indian

holders of patents on the Lac Court d'Oreilles Reservation, giving you ninety days' option of purchase of the pine timber on three-fourths of their respective tracts.

In reply I have to state that since the date of my letter to your company of the 21st September last the general subject of the sale of this timber has been further considered by the honorable Secretary, and his instructions, with approved form of an agreement to be made, transmitted to Agent Durfee at the La Pointe Agency, to whom you are respectfully referred for further information.

The inclosure contained in your letter is herewith returned.

Very respectfully,

H. PRICE,
Commissioner.

F. WEYERHAUSER, Esq.,
President Mississippi River Logging Company, Chippewa Falls, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, December 8, 1882.

SIR: I would respectfully request that I may be furnished with 100 printed copies of inclosed letter as early as possible.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

[Inclosure.]

UNITED STATES INDIAN SERVICE,
Agency, 1882.

SIR: My instructions from the honorable Commissioner of Indian Affairs in relation to the sale of pine upon the Indian reservations are as follows:

Indians who have received patents for their lands will be permitted to cut and sell the timber from three-fourths of the tract patented, leaving one-fourth of the timber in a compact body intact for future use for fuel, fencing, etc.

They will not be permitted to sell stumpage, the work to be done by white crews, but must sell delivered on the bank of a driving stream, lake, or at mill as may be desired. White men logging upon the reservation will be considered and treated as trespassers.

The logs to be paid for from time to time as may be agreed between the contracting parties, final payment to be made before they are removed from the landings.

The scale will be by a party approved by the United States Indian agent in charge of the reservation, the scaler to be paid equally by the first and second parties to the contract. All contracts, before becoming valid, must be approved by the United States Indian agent and the honorable Commissioner of Indian Affairs.

I have blank forms of contract at this office which I will furnish if you desire to purchase pine from any of the parties authorized to sell.

Very respectfully,

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, December 20, 1882.

SIR: In compliance with the request contained in your letter of the 8th instant, I have had printed and herewith inclose 100 copies of the circular letter in reference to sale of pine timber on the Lac Court d'Oreilles reserve. I have slightly varied the wording of the circular, but the substance remains the same.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

[Inclosure.]

UNITED STATES INDIAN SERVICE,
La Pointe Agency, ———, 188—.

SIR: My instructions from the honorable Commissioner of Indian Affairs in relation to the sale of pine upon the Indian reservations are as follows:

Indians who have received patents for their lands will be permitted to cut and sell the timber from three-fourths of the tract patented, leaving one-fourth of the timber in a compact body intact for future use for fuel, fencing, etc.

They will not be permitted to sell stumpage, neither will white crews be allowed to do the work, but the Indians themselves must cut and sell delivered on the bank of a driving stream, lake, or at mill, as may be desired.

White men logging upon the reservation will be considered and treated as trespassers. The logs to be paid for from time to time, as may be agreed between the contracting parties, final payment to be made before they are removed from the landings.

The scale will be by a party approved by the United States Indian agent in charge of the reservation, the scaler to be paid equally by the first and second parties to the contract.

All contracts, in order to be valid and binding, must first be approved by the United States Indian agent and the Commissioner of Indian Affairs. I have blank forms of contract at this office, which I will furnish if you desire to purchase pine from any of the parties authorized to sell.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., December-8, 1882.

SIR: I have the honor to acknowledge the receipt this day of 500 blank forms of contract for sale of pine timber on Indian reservation. I would respectfully ask for the following modifications of my instructions in regard to the delivery of the pine, which I think would be in the interest of the Indians. The Indians are dependent upon parties to whom they contract their logs for the necessary supplies, etc. Some of them are in need of teams. These of course must be furnished before the logs are delivered and parties deem it too great a risk to advance \$500 or \$600 in a team besides other supplies, before there is any security in sight. I have suggested that teams be furnished conditionally that the teams be rented to them at a fair rate per day, the amount to apply as purchase money for the team in case the Indian is able to purchase it from proceeds of logs. To this the objection is made that they do not like to intrust a valuable team to Indians unaccustomed to the proper care of them. I would respectfully ask that I be authorized, when in my judgment advisable, to allow of the employment under such circumstances of a competent white teamster from whom the Indians could learn how properly to care for and work a team when it became their own.

Second. There being no official interpreter upon the Lac Court d'Oreille reservation, and the distance from this office being so great, that the Government farmer and assistant be authorized to have the contract properly explained to the Indians without expense, and that their certificates be received in lieu of that of the interpreter.

Third. That I be authorized to incur such expense as may be necessary in making trips to Bad River, Red Cliff, and Lac Court d'Oreille reservations when, in my judgment, it may be for the interest of the service. I would say that these, at this season of the year, are no desirable pleasure trips, and the expense and inconvenience will not be incurred except when I deem it absolutely necessary.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Department letter referred to is dated, by clerical error I presume, November 6.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, December 20, 1882.

SIR: I have received your letter of the 8th instant, wherein you ask for certain modifications of existing instructions on the subject of the disposal of the pine timber on the Lac Court d'Oreilles Reserve. You state that the Indians are dependent on parties with

whom they contract for the necessary supplies, etc., and that some of them are in need of teams, which must be furnished before the logs are delivered; that intending purchasers decline to risk \$500 or \$600 in a team and supplies before there is any security in sight; that you have suggested that teams be furnished conditionally that they be rented to the Indians at a fair per diem rate, the amount to apply as purchase money for the team in case the Indian is able to purchase it from proceeds of logs. To this you say objection is made by the owners that they do not like to intrust a valuable team to Indians unaccustomed to the proper care of them, and in view of this state of facts you ask that you be authorized, when in your judgment advisable, to allow of the employment of a competent white teamster from whom the Indians can learn how properly to care for and work a team when it became their own.

I see no objection to such a course being adopted, provided it is clearly understood by all parties that the teamster is to be employed and paid for his services by the Indian for whom they are performed, out of the proceeds derived from sale of his logs, and that in no event is the teamster to look to the Government or yourself individually for pay; also, that he is a proper person to be upon the reservation. It would be well to limit the employment of such teamsters to a specified time, of which you will be the best judge.

Second. There being no official interpreter upon the Lac Court d'Oreilles Reservation, and on account of the great distance thereof from your office, you ask that the Government farmer and assistant farmer be authorized to have the contract properly explained to the Indians without expense, and that their certificates be received in lieu of that of the interpreter. To this also I see no objection, provided that the Indian fully comprehends the nature and terms of the contract he enters into.

Third. You ask that you be authorized to incur such expense as may be necessary in making trips to Bad River, Red Cliff, and Lac Court d'Oreille reserves, when in your judgment it may be for the interests of the service. Application to make such trips should, whenever practicable, be made to this office, stating what benefit, if any, will accrue to the service therefrom and the estimated expense thereof. If, however, it is not practicable to take such action before making the trip, a full and complete account of all expenses should be kept, and upon return from the journey be at once submitted to this office for approval. In this connection your attention is called to sections 41 to 45 of Instructions of October 1, 1880, and to blank form for traveling expense account on page 107 thereof.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DUFFEE, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, January 10, 1883.

SIR: On the 9th October last you transmitted to this office a copy of a letter written to Hon. Angus Cameron, on the same date, relative to the cutting and sale of timber by the Chippewa Indians holding patents on the Lac Court d'Oreilles Reservation, in Wisconsin, and directed that the views therein set forth should form the basis of instructions to be communicated by this office to the agent on the subject.

On the 11th October a copy of said letter was transmitted by this office to Agent Durfee, at the La Pointe Agency, and he was directed to prepare and submit for approval a form of appropriate contract, having due regard to Department views as expressed in the letter to Mr. Cameron.

On the 17th October Agent Durfee transmitted a form of contract, which in due course was submitted to the Department, and returned to this office approved on the 1st November last.

Primarily the instructions emanating from the Department and given to Agent Durfee had reference only to the Indians resident on the Lac Court d'Oreilles reserve; but from the tenor of certain contracts which he has recently forwarded to this office for approval he appears to have assumed that such instructions were applicable to all Indians holding patents for land upon the several reservations within the jurisdiction of the La Pointe Agency, under the treaty with the Chippewas of September 30, 1854 (10 Stat., 1109), viz: The Lac Court d'Oreilles band, occupying the Lac Court d'Oreilles reserve; the Lac du Flambeau band, occupying the Lac du Flambeau reserve; the La Pointe band, occupying the La Pointe or Bad River reserve, and the La Pointe band, of which Buffalo is chief, occupying the Red Cliff reserve.

Of these, certain individual Indians belonging to the Lac Court d'Oreilles, the La Pointe or Bad River, and the La Pointe (Buffalo Chief) bands, have had patents issued

to them under said treaty, alike restricted against alienation of the lands without consent of the President.

No allotments have hitherto been made to the Lac du Flambeau band. I presume that your intention was that all Indians holding patents under the treaty of September 30, 1854, should be accorded like privileges and placed under the same restrictions in regard to the disposal of their timber, and that the instructions given might be held to apply equally to all interested under said treaty, but in order to avoid any future question I respectfully suggest, if it meets your approval, that said instructions be formally extended so as to meet the requirements of the case.

As contracts entered into by certain Bad River Indians are now before this office for approval, I have the honor to request your early reply.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

[Indorsement.]

DEPARTMENT OF THE INTERIOR, OFFICE OF THE SECRETARY,
January 11, 1883.

Respectfully returned to the Commissioner of Indian Affairs, whose recommendation that the instructions of the Department relative to the allowance of contracts between the Indians of Lac Court d'Oreille Indian reservation, under charge of La Pointe Agency, and citizens of the United States for disposal of timber on patented lands be extended to include all Indian parties to treaty of September 30, 1854 (Chippewa), who have patents for their lands, is hereby approved.

H. M. TELLER,
Secretary.

DEPARTMENT OF INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, January 22, 1883.

SIR: Upon further consideration of the form of agreement prescribed for the sale of pine timber upon the patented lands of the reservation within the limits of your agency, I am disposed to think that it does not sufficiently protect the Indians, and that some modification will be necessary before any of the agreements already forwarded can be approved.

Under the agreement as it now stands the Indian agrees to deliver so many thousand feet of logs—say, upon the bank of Lake Superior. The purchaser agrees to pay so fast as the logs are delivered on the bank in lots of 100,000 feet; two-thirds of the purchase money, that is to say, when 100,000 feet are delivered, the sum of \$433.33 (assuming the price agreed upon to be \$6.50 per 1,000), and for each subsequent 100,000 feet to pay an equal amount, the remainder of the purchase money to be paid not later than a stated period named in the agreement, when the logs shall be considered as finally delivered.

This arrangement is all very well so long as both parties live up to the terms of the agreement, but suppose the Indian after delivering his logs finds that the cash is not forthcoming, and is beguiled into parting with the possession upon some plausible pretext of payment the next day, or next week, or with a check for which there may be no funds, or the logs are taken from him by force, where is his remedy? I do not say that this will occur, but if it should, the Indian will naturally look to this Department to see that he obtains redress.

My attention has been more specially directed to these contingencies, since I have perceived the extent of the proposed operations, and the amount of money involved in the few contracts which have already been submitted.

As a general proposition I think it may be correctly stated that, owing to his anomalous position, an Indian can not successfully maintain a suit in court unless specially authorized thereto by statute. The neighboring State of Michigan by her statutes confers upon all Indians judicial rights and privileges, including the right to sue and be sued in the State courts, but I am unable to find any such provision in the laws of Wisconsin. As a measure of protection therefore to the Indians in these transactions, I have concluded to require from the purchaser, in each case, a bond, in double the amount of the entire purchase money, with two approved sureties, conditioned for the faithful performance of his (the purchaser's) part of the agreement, such bond to be given to the United States for the use and benefit of the Indian with whom the agreement is made.

I have prepared a form of bond, which is now in the printer's hands, and in a few days an installment of copies will be sent you, with instructions as to manner of execution, etc,

In the mean time I return herewith the agreements heretofore forwarded for approval, viz:

No.	Name.	With.	Remarks.
1	Thomas Scott	Haskins & Denomie.....	Bad River; submitted with your letter of 19th ultimo.
2	John Kakagon .....	.....do.....	Bad River reserve; received January 2, 1883 (no letter of advice).
3	Ba-dan-sin-o-kwa.....	.....do.....	Do.
4	Michel James.....	.....do.....	Do.
5	Louisa James.....	Moore & Hart	Do.
6	Ma-ka-da-me-ko-kwa.....	.....do.....	Do.
7	James White	Ashland Lumber Company.....	Do.
8	James Doolittle.....	.....do.....	Do.
9	Moses White.....	.....do.....	Do.
10	John Buffalo, jr.....	Fred Fisher.....	Do.
11	Abadosh.....	.....do.....	Do.
12	John B. Goslin .....	.....do.....	Red Cliff; received with your letter of 14th instant.
13	Joseph Roy .....	.....do.....	Do.
14	Julia Morrin.....	Frank Boutin, formerly D-rago.	Do.

Upon receipt of the blank forms, you will supply the respective purchasers therewith, and require them to execute a bond in each case with two surties, of whose pecuniary responsibility you will assure yourself, and transmit the same with your approval indorsed thereon for the action of this office.

Referring to office letter to you of November 6 last, you were instructed that "all agreements should be executed in duplicate, each party retaining one part."

I presume this has been done in the cases before me, but in every case both parts of the agreement should be forwarded to this office for approval, in connection with the bond, so as to make one uniform and complete transaction.

I would also suggest that the following additional clause be incorporated in the agreements (in the blank space left), namely:

"It is further agreed that no portion of the logs hereby contracted for shall be removed by the said party of the second part, until payment therefor shall have been made in manner herein stipulated."

In the agreement (No. 3) Ba-dan-sin-o-kwa with Haskins and Denomie, the tract from which the logs are to be cut is erroneously described as northeast quarter of southeast quarter, township 47 north, range 1 west, whereas it should be northwest quarter as previously recited from the patent. This error should be corrected before the agreement is returned for approval.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DUFFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

[Package by mail.]

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
January 25, 1883.

SIR: Referring to office letter of the 22d instant, requiring purchasers of pine timber from the Indian patentees within the limits of your agency to give bond for the faithful performance of the agreement, I inclose herewith blank form of bond, with pencil suggestions, for your guidance in the premises. A package of blanks is also transmitted to you by this mail.

The sureties will make affidavit of sufficiency preferably before a United States commissioner, but if there is not one convenient it may be taken before a notary public, whose official acts should be certified in the usual form by the clerk of the court in whose district such notary resides.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DUFFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., February 12, 1883.

SIR: Referring to Department letter of January 22, 1883 (23146-1882, 142-1883, 1144-1883), I will endeavor to procure the required bonds immediately. While carrying out the instructions, I would respectfully request their modification for the following reasons:

I have on previous occasions urged upon the Department the necessity of allowing the Indians to sell their pine as a business proceeding calculated to tend to their benefit, not only by encouraging them in business habits, but also as furnishing them with capital wherewith to make further improvements upon their homestead. Upon receiving the required permission I found it somewhat difficult to get log purchasers to invest at fair rates, owing to the irresponsibility of the Indians who had necessarily to be supplied in advance with everything needed for commencing the work, and during its progress with everything necessary for carrying it on. The preference of buyers was to contract with responsible parties who did not need continuous watching and were responsible for the fulfillment of contracts.

I have made arrangements by which I supervise final payments, and have gone out of my limits to assist the Indians about details, so far as I could spare the time, regulating to considerable extent the prices paid among themselves for hauling, etc., and have the work in this immediate vicinity, as I think, pretty well regulated, though I have not given it my personal supervision, having no team and not wishing to incur expense without the definite instructions for which I asked. The Indians will not, I think, get out half the logs for which they have contracted. Every party with whom they contract will have paid half or two-thirds of the price of the logs on the bank without acquiring any title, and it seems a hardship and a discouragement to the business, which will militate against the interest of the Indians, to require buyers to give bonds in twice the amount of value covered by contract, which will be more than four times the value of the actual amount of business involved in the transaction (owing to short crop, as stated above). All this will have a tendency to discourage fair buyers from dealing with the Indians, and will force the Indians to pay for the extra difficulties imposed upon parties purchasing from them by receiving lower prices for their pine. I am satisfied that if the honorable Commissioner could personally inspect the matter he would be convinced that the Indians had ample security, and that bonds, if any, should be required by the purchaser who invests two-thirds of the money without any other security than the contract of an irresponsible party that logs shall become his upon the payment of the other one-third of the contract price.

I believe it to be in the interest of the Indians that bonds be not required, and if the Department, upon these representations, coincides with my views, I would respectfully ask to be so instructed.

Very respectfully,

W. R. DURFEE,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, February 23, 1883.

SIR: I have considered your letter of the 12th instant, suggesting, for the under-mentioned reasons, a modification of the requirements of this office in regard to bonds to be given by purchasers of the pine timber upon the Lac Court D'Oreille and other reservations:

(1) That the Indians have to be supplied in advance by the purchaser with everything needed for commencing the work, and during its progress with everything necessary for carrying it on.

(2) That the Indians will not get out half the logs for which they have contracted, and that every purchaser will have paid half or two-thirds of the price of the logs on the bank before he acquires title. Under such conditions I agree with you that it will be unreasonable to require the purchaser to give bond in double the amount of the value of the logs called for on the face of the contract, and in all such cases I think that the interests of the Indians may be fully protected by requiring a bond in a penal sum sufficient only to cover the amount which may be justly estimated to be due and payable to the Indians on final settlement, having due regard to the circumstances of each individual case. As I do not see how you can possibly supervise each final pay-

ment, this appears to me only a proper precaution on behalf of the Indians, and one to which no purchaser should object. Instructions of the 22d ultimo are therefore modified accordingly.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Pahquahwong, February 2, 1883.

DEAR SIR: Would you be kind enough to give me instructions in regard to the inclosed letter of Messrs. Dobie, Stratton & Thayer?

The Hon. W. R. Durfee, United States agent for this agency, is absent at Lake Vermillion, and it may be some days before his return.

It is getting late in the season now, and I should judge this was an important question, which should be impartially decided.

Your early answer will oblige, yours, respectfully,

WM. WETENHALL,
Assistant Government Farmer.

Hon. COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, February 28, 1883.

SIR: During your absence at Vermillion Lake, I received a letter from Assistant Government Farmer Wetenhall, dated the 2d instant, transmitting the inclosed letter from Dobie, Stratton & Thayer, and requesting instructions thereon.

These parties complain that certain lumbermen making contracts with the Indians for logs delivered on the Lac Court d'Oreilles River at \$6.50 per 1,000 furnish a white foreman, cook, and teamster, and their own teams and necessary supplies, and that when the logs are on the ice they pay \$3.50 per 1,000 and charge \$3 for putting them in. This they claim is in violation of the orders given that no white labor was to be employed in getting the logs upon the ice, and places them at a disadvantage, and they inquire whether they are justified in employing a white man as foreman, a white man as cook, and hired horses and oxen with white men for teamsters. I presume from the wording of the letter that Dobie, Stratton & Thayer are Indians.

The theory of the honorable Secretary in regard to this timber question is that the Indians shall do the work themselves as a means conducive to one common end, viz, that of educating them to habits of industry; and with that view he directed that white crews would not be permitted upon the reserves. An exception was, however, made in favor of white foremen as instructors and to see that the work was done properly.

Permission has also been given for the employment by the Indians, at their own expense, of a limited number of white teamsters to teach them how to care for and manage the horses, and I presume a white man for cook is an absolute necessity.

It is apparent that the Indians have to be supplied with teams to do the work; if they have not got them they have to hire them. The authority to do a thing carries with it the authority to obtain and use all necessary appliances to that end, subject always to the controlling principle in this case that Indian labor is to be predominant throughout.

Whatever the accommodations furnished by the lumberman to the Indian are reasonably worth, and of this you are more competent to judge than this office, should be taken into consideration upon settlement.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., March 7, 1883.

SIR: I am in receipt of several contracts for sale of pine timber covering next winter's operations, which I do not consider it desirable to approve, for the reasons—

(1) That this would open the door for speculators to cover all the pine on the reservations.

(2) Experience may make it seem desirable in the future to change the method of doing business.

(3) I may not be in charge of this agency and I do not wish to hamper the operations of my successor.

Other reasons bearing upon the subject may occur to the Department and I would respectfully ask instructions to guide me in the matter.

Very respectfully,

W. R. DUFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, March 14, 1883.

SIR: I have received your letter of the 7th instant, stating that you are in receipt of several contracts for sale of pine timber covering next winter's operations, which you do not consider it desirable to approve for reasons stated, chief amongst which is that it would open the door for speculators to cover all the pine on the reservations. Your suggestion in this regard is approved, and no contracts contemplating operations next winter will be considered at present.

On the 22d January last, I returned to you for amendment and necessary bond fourteen contracts between certain individual Indians of the Bad River reserve and Haskins and Denomie, Moore and Hart, and the Ashland Lumber Company, also between certain individual Indians of Red Cliff reserve and the Ashland Lumber Company, Fred Fisher and Frank Boutin, jr., respectively; and on the 29th January, I also returned to you for like purposes a contract between Ka-gua-je-shug (Bad River) and Edwin Ellis.

Having heard nothing further from you in relation to said contracts, and being practically without information as to the extent of logging operations which have been carried on upon the reservations of your agency during the present winter under Department instructions of September 28 last, and your circular letter thereon, you are directed to inform this office as early as practicable the number of contracts which have been entered into by the Indians, giving date, names of parties, location of tract, quantity of timber contracted for, price agreed upon, and terms of payment in each case; also how far such contracts have been fulfilled up to date by the respective parties thereto.

You will also state to what extent generally the Indians have been furnished with supplies, teams, etc., by the contractors, and the probable average amount of cash per M coming to them upon termination of the contracts.

As required by office letter of the 22d January, all contracts (in duplicate) with bond to accompany, should be transmitted to this office for examination and approval.

Very respectfully,

H. PRICE,
Commissioner.

WM. R. DUFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., March 14, 1883.

SIR: I am informed that Special Agent Wright in council with the Indians at Lac Court Oreilles, informed them that they could cut all the pine upon their allotments, and that many of them are no longer paying attention to the clause reserving one-fourth of the allotment. I would respectfully ask if my instructions from the Department to reserve one-fourth are superseded.

Very respectfully,

W. R. DUFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

CHIPPEWA ALLOTMENTS OF LANDS.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, March 20, 1883.

SIR: In reply to your letter of the 14th ultimo, Department instructions of September 28, 1882, are unchanged, and the Indians will be held to a strict compliance therewith in reserving one-fourth of the timber on their allotments intact.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, February 15, 1883.

SIR: I am very desirous to confer with you personally regarding the business of this agency, more especially regarding the cutting of the pine timber, which is at present the most important business in the agency. There is a very large amount of money value in the Indian pine, and I am desirous of seeing it handled judiciously and in the interest of the Indians. The length of time taken up in correspondence at such a distance is so great and the detail of the business is so interminable that I think a much better understanding of the matter could be had and I could go on with the business with much more satisfaction to you and to myself after a personal conference. I can not well spare the time from my duties here, and should not ask to be called to Washington did I not consider it important to the proper conduct of the affairs of the agency.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, March 27, 1883.

SIR: I have received your letter of the 15th ultimo, asking to be ordered to this city in connection with the affairs of your agency, more especially in reference to the cutting and sale of the pine timber.

It seems to me that the instructions of the honorable Secretary upon the timber question are now pretty well defined and understood, and that there is no necessity for a personal interview on the subject, but apart from this, there are no funds at present available for the purpose suggested.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., April 17, 1883.

SIR: I have the honor to submit herewith for Department action contracts for sale of pine timber upon the Lac Court Oreille Reservation with Dobie, Stratton & Thayer: Baupio, Pin-wa-wiscon-o-kwa, Ga-ba-way, Be-je-go-iash, Nin-gi-wain-sic, Nan-zhi-na-quay, Shingibiz, Mu-ka-da-gishig, Otes-qua-gan-i-que, Oquogan, Ne-barr-i-gishig-oqua.

These contracts having been completed, paid up, and the receipts in my hands, I did not demand the bonds to accompany the contracts, it seeming unnecessary unless instructed by Department to the contrary.

I also inclose copy of a report made to me at my request by late Assistant Farmer Wetenhall of the results of the winter's operations as affecting the Indians.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

[Inclosure.]

UNITED STATES INDIAN AGENCY, LA POINTE AGENCY,
Pahquahwong, April 10, 1883.

SIR: I have the pleasure of forwarding you the following report of the logging done by the Indians upon this portion of the reservation, all of which has been done under my personal inspection and directions both as regards the building of camps, houses, etc., the logging and the scaling of the logs, also the lines and boundaries of the different parcels of land. In making up this report I have endeavored to give you an impartial statement of facts. And the settlements have been made in my presence and have been satisfactory, and the balances have been paid in gold and receipts taken for the whole amount.

Yours, respectfully,

WM. WETENHALL.

W. R. DURFEE,
U. S. Indian Agent, Ashland.

[Inclosure.]

Statement of logs banked by Indians Pah-qua-hwong, Lac Court Oreilles Reservation, during the season of 1882 and 1883.

(1) Ondog.—2. Alex. Balill. West half of southeast quarter of section 3, township 40, range 6 west. Contract 500,000; has banked 508,680 feet, at \$5.50 per 1,000. [In addition has skidded logs to the value of \$1,300, and has banked 1,003,000 feet logs for the Sherman Lumber Company, \$3 per 1,000.*] Has built two good houses and one stable, and has bought three yoke of oxen, one span horses, two log-sleds, one tote-sled, and one year's provisions, and has \$1,200 coming to him in June from the Sherman Lumber Company, and has received payment in full for the above logs.

(2) Beanieo.—Southeast quarter of the southeast quarter section 18, and northeast quarter of the northeast quarter section 19, township 40, range 6 west. Contract for 400,000 feet; has banked 323,000 feet, at \$5.50 per 1,000; has built house and barn, bought a good yoke of cattle, a cow, and a fair logging kit, comprising cook-stove, blankets; has \$150 provisions on hand, and received the balance \$391.94 in gold; is free from debt, and proposes to cultivate 10 acres this spring.

(3) Pin-wa-wis-con-o-kaw.—Lot 1, section 32, township 40, range 6 west. Contract for 200,000; has banked 153,350 feet, at \$7 per 1,000; has now a good house, large timber, and no driving, a yoke of cattle, and received the balance, \$409.50, in gold; is free from debt, and will plant potatoes, corn, and put in 6 acres of grass.

(4) Ga-ba-way.—Lot 2, section 1, township 39, range 7 west. Contract 400,000 feet; has banked 369,000 feet, at \$5.50; has not done well; did not work; has three horses, logging sled, stove, and blankets; built two houses and one barn; is out of debt.

(5) Be-ji-go-iash.—Lot 1, section 17, and lot 1 section 20, township 40, range 6 west. Contracted for 300,000, at \$5.50; banked only 76,200 feet; has made no improvements, and comes out \$52 in debt.

(6) Nin-ge-wines.—Lot 6 and northeast quarter of the northwest quarter section 20, township 40, range 6 west. Contract 100,000 feet, at \$5.50; put in 96,690 feet; paid all his old debts, and received \$109 in gold, being the balance due him.

(7) Nan-zhine-gauj.—Lot 1, section 36, township 40, range 8 west. Contract 200,000; banked 147,060 feet; did very well; built a good house and stable; is free from debt, and received \$329.87 in gold, the balance due her; has stove, blankets, and provisions for the summer on hand.

(8) Shin-gi-bis.—Lots 2 and 3, section 6, township 39, range 7 west. Contracted 200,000; banked 146,000 feet at \$6; has done poorly; had a good chance, but would rather play poker. He has some provisions left and is out of debt.

(9) Ma-ka-da-ge-sik.—Lot 1 and the northeast quarter of the southeast quarter, section 25, township 40, range 8 west. Contracted 200,000 feet, at \$6; only got in 96,000. Tired of the job and came out \$40 in debt.

(10) Olis-qua-gua-i-gui.—Lot 4 and northwest quarter of the southeast quarter section 8, township 39, range 8 west. Contracted 300,000 feet, but got only 219,000 feet banked at \$6 per 1,000; has fifteen pair blankets, No. 9 stove, house, small barn, provisions for the summer and received \$201 in gold balance due her.

*The work reported and inclosed in brackets was done on a contract outside the reservation, on land owned by Sherman Lumber Company.

(11) Ogwe-gan 4.—East half of the northeast quarter section 30, township 39, range 8 west. Contracted 500,000 feet; banked 376,000 feet at \$6 per 1,000; has done well; has stove, blankets and provisions left and received \$804 in gold the balance due him.

(12) Ne-bow-e-ge-zhe-o-kwe.—Lots 3, 4 and 5, section 29, and lot 3 in section 32, township 40, range 6 west. Contracted for 50,000; banked 31,000; did well enough for the chance.

I have personally inspected the scale of all of these logs and the scale has been carefully gone over by the inspector of this district, and I know of my own knowledge that they have been carefully scaled by Duncan A. McMillan, who as well as myself has had many years experience as a scaler. All of which is respectfully submitted.

Yours,

WM. WETTENHALL,
Late Assistant Farmer Lac Court Oreilles.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., May 7, 1883.

SIR: I would respectfully report in relation to the timber contracts made upon Red Cliff Reservation by Fred. Fisher, that J. B. Goslin banked 689,281 feet of saw-logs.

That at the end of the season, on settlement, he had as the result of his winter's operations, two yoke of oxen, costing \$320, and a cash balance of \$361.70, which has been paid to him.

Joseph Ray banked 751,206 feet. The balance due and paid in cash on conclusion of his contract was \$600.10.

Abidosh banked 892,582 feet of logs. At conclusion of contract had one pair of horses and harness, cost \$300, and cash \$253.05.

John Buffalo, jr., banked 236,835 feet. Has one pair of horses and harness, cost \$450, and is in debt for the balance of account, \$92.96.

These Indians do not and can not be made to do their work as economically as white men. With good credit they buy many needless articles and support many of their friends and neighbors. I have requested contractors to furnish them as little in supplies and money as they could during the operations, and endeavor to keep them in such condition that a handsome balance in the spring might show them the benefits of labor and economy.

Mr. Fisher has given his almost continuous supervision to this work, and I regard the result as very satisfactory. The Indians, in addition to the above, have household goods, implements, etc., and are in much better condition than before the commencement of work.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., May 15, 1883.

SIR: I have the honor to inclose herewith reports of the results of logging contracts on Lac Court Oreilles Reservation with D. McDonald and John Morning.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Inclosure.]

Results of logging contracts, Indians of Lac Court Oreille bands with Donald McDonald.

Frank Oshogay banked 197,740 feet, at \$6.50		\$1,285.31
Store bill	\$545.36	
2 horses, harness, and sleds	460.00	
Cash to balance	279.95	
		<u>1,285.31</u>

Neta-ga-borr banked 54,470 feet at \$6.50		\$354.05
Store bill	\$103.15	
Paid subcontractor (Indian) banking logs	190.64	
Cash to balance	60.26	
		<u>354.05</u>
Wezhigan banked 147,420 feet at \$6.50		958.23
Paid Indians for banking	515.97	
Store bill	77.71	
Cash to balance	364.55	
		<u>958.23</u>
Shi-shi-bi-dui-i-gan banked 179,270 feet at \$6.50		1,165.25
Paid Indians for banking	627.44	
Store bill	167.59	
Cash to balance	370.22	
		<u>1,165.25</u>
Na-wa-kwa, widow of Wa-bi-ji-shi banked 80,000 feet at \$6.50		520.00
Paid her father-in-law for banking	280.00	
Store bill	35.00	
Cash to balance	205.00	
		<u>520.00</u>

Result of logging contract, Baptiste with John Morning (Lac Court Oreille Reservation).

Baptiste banked 102,000 feet at \$6.50		\$663.00
Store bill	\$201.37	
Man and team, twenty days, at \$4.50	90.00	
Cash to balance	371.63	
		<u>663.00</u>

LA POINTE AGENCY, BAD RIVER RESERVATION,

August 8, 1883.

SIR: We, the Indians of this reserve, believe that certain white men are making arrangements to buy pine stumpage in this reservation the coming winter. Now, we respectfully request that you will instruct the Indian agent for this agency to prohibit any white men cutting or buying standing pine.

We are able and willing to cut our own pine on our allotments covered by patent under the direction of the agent and employés. We can cut and haul the pine timber to bank of the river or lake and dispose of it in the spring of the year to the highest bidder. Then we will have the means to start our farm work and so make a good living for ourselves and our children inside of our reserve. Now, we hope you will look favorably on this request and protect us in disposing of our pine, as it is the main thing we have to depend on for our winter support.

Respectfully,

Edward Haskins, John Smet, Neganegzhig (his x mark), David Blackbird (his x mark), Jacob Sky, Antione Kabee (his x mark), Mechl Shopogos (his x mark), John B. Green, Mechel Smart, J. B. Denison, John Kawayiash (his x mark), Frank Simon (his x mark), John Sowler (his x mark), Frank James, Mechel James, Masko-gwan (his x mark), George Star, John Holleway, Babwa-ne-iash (his x mark), Wassanah-neebe (his x mark), Joseph Current, Thomas Tkeres, Kijionbise (his x mark), Thomas Scott, Eshkeve-geve-he-iash, John Started (his x mark), Op-ikwa-ney (his x mark), Moses White, chief, Manitogezhy (his x mark), Antoine Couture (his x mark), John Deven, David Green, John Kakagan (his x mark), Joseph Beso (his x mark), Ki-ji-gemin (his x mark), Ki-ji-goizes (his x mark), Akiwauze Ahmos (his x mark), Nawakamegevebs (his x mark), Joseph Kawayiash (his x mark), Wa-we-yeash, Naz-he-ka-wa-song (his x mark), Frank Sag-konin, Jos. W. Martin, Samuel Green.

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

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, August 23, 1883.

SIR: I have received a communication, dated the 8th instant, at Bad River Reservation, signed by Edward Haskins, John Smet, Ne-ga-ne-ge-zhig, David Blackbird, Jacob Sky, Antoine Karbee, and some thirty-eight other Indians of said reservation, stating that they believe that certain white men are making arrangements to buy pine stumpage on the reservation during the coming winter, and requesting me to instruct you to prohibit any such traffic, for the reason that they (the Indians) are well able and willing personally to cut, haul, and dispose of the timber on their allotments, secured by patent, under your direction, thereby obtaining means to start their farm work and make a good living for themselves and children inside the reserve.

In view of existing regulations of the Department on the subject of this timber, under which the Indians have hitherto worked, any further instructions from this office would appear to be superfluous, but I have deemed it advisable to lay the subject of the communication before you, in order that you may take the necessary measures to quiet the Indians' apprehensions.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, August 30, 1883.

SIR: Acknowledging the receipt of Department letter of 23d instant (L. 15187, '83), I have received a number of applications for permission to purchase pine stumpage from Indians, but have informed all applicants that no propositions would be entertained which varied from the instructions as contained in my circular letter except as modified by subsequent instructions in relation to the employment of white cook and teamsters. As the season for preparation for the coming winter's operations is now at hand, I would ask if the regulations governing the past winter operations are still in force. The business seems to me to have been very successful, and I see no change which could be introduced to benefit the Indians.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, September 8, 1883.

SIR: In reply to your letter of the 30th ultimo, in which you state that the season for preparation for the coming winter's logging operations is now at hand, and inquire whether the regulations heretofore issued on the subject are to be considered as still in force, I have to say that in view of the favorable reports which have been received from you as to the successful results of the operations generally, I see no necessity for any change.

You will therefore consider office instructions of October 11, 1882 (announced in your circular letter), as modified by subsequent instructions relative to employment of white cook and teamsters as still extant and be governed accordingly. No propositions looking to purchase of stumpage, the employment of white crews on the reserve, or in any manner at variance with Department regulations hitherto conveyed to you, will be entertained until it can be shown that the present system is a failure.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., October 4, 1883.

SIR: During the last winter's logging operations I had the honor to request permission to visit Washington for the purpose of holding a personal interview with you with regard to the contemplated operations, which request was refused.

As the logging season is again at hand, I feel more than ever the importance of a personal conference upon the subject, as it is already to be seen that there will be more complications, and that it will be a much more difficult business to handle during the coming season than during that which has passed. Last season the experiment was new and comparatively few log buyers were possessed of the confidence to make the necessary advances to the Indians; consequently but a small amount of logs were contracted for, a sufficiency of labor was to be had upon the reservations, and the logging operations were generally a success both to the Indians and the purchasers. As an effect of this, there is to be a much greater competition the present season, and though at the first glance this might seem desirable, I fear the result may not be so favorable. The natural disposition of an Indian possessing anything convertible into money is to make the exchange as quickly as possible, hence every Indian having a tract of pine desires to log it during the present winter.

There is upon each the Bad River and Lac Court Oreilles Reservation, perhaps, a sufficient number of laborers to bank, say, 8,000,000 feet of logs, if judiciously employed.

Now, there are contracts in contemplation, I presume, covering three or four times the amount that can be put in by Indian labor. I still believe the system of confining the work to Indian labor to be the true one, as it will furnish them work to make them self-supporting for many years, and such a mistake as is contemplated will have a tendency to rectify itself for coming seasons, but I fear that for the present one it will be disastrous. The result will be that the Indians will be furnished with a large amount of supplies on the credit of contracts they can not fill, leaving them in debt and no security for the creditor, for my idea would be distinctly to specify in each contract that it had no binding force after the present year, otherwise the Indian would be placed in the power of the purchaser. Now, while I am not the guardian of the white man, I think the result will be demoralizing to the Indian. I do not want to teach him that a debt is no obligation. Then another bad effect will be the competition for labor, which within reasonable bounds is desirable, but with their limited business intelligence may prove the reverse. Even last winter towards the latter part of the season some of the Indian loggers paid as high as \$50 a month and board for labor which in a white camp would not have commanded more than \$20. The result of this would be to take from the owner of the land the value of his stumpage, and, if carried to extremes, even possibly to leave a labor lien upon the logs after the full amount had been paid by the contractor.

The effect of such competition would also be to render the Indians less steady and reliable at their work. I do not think it advisable to stop the work, but am only anxious to devise some scheme by which it can be regulated so that the Indian can realize the greatest amount of honest money from his timber and his labor. A large part of my time during the winter is taken up in making the distribution of annuity goods and payment at points inaccessible during the summer season, so that I can not give the logging operations as close personal supervision as is desirable. The business is of considerable magnitude, requiring from its importance more attention than any other branch of agency work. In this connection I would respectfully urge the confirmation of my nomination of an issue clerk, thus relieving me from a portion of the office duties and giving me time to attend to the important outside duties of the agency.

Very respectfully,

W. R. DUFFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, October 13, 1883.

SIR: I have received your letter of the 4th instant.

Whilst I am not insensible to the fact that the logging operations of the coming season will quite probably be on a more extended scale than the last, I do not see that a personal conference will accomplish anything more than can be reasonably provided for in the regular correspondence.

You refer to the fact [that there is upon each the Bad River and the Lac Court d'Oreilles reserves perhaps a sufficient number of laborers to bank, say, 8,000,000 feet of logs, if judiciously employed, but that there are contracts in contemplation covering three or four times the amount that can be put in by Indian labor, the result being that the Indians will be furnished with large amounts of supplies on the credit of contracts they can not fill, leaving them in debt and no security for the creditors. It seems to me that this result can be readily guarded against by a careful supervision of the contracts, and by your positively refusing to approve, or transmit for approval of this office, all such as call

for an excess of timber over and above the average quantity which you, from your knowledge of the Indian and his capacity and appliances for work, consider he can reasonably deliver.

In this way, and by giving the Indian to understand that the logs which he contracts to deliver will produce him in value just so many dollars, which he can either work out for supplies or cash or part cash and part supplies, as may be agreed upon, but in no case to exceed the value of the logs actually delivered under the contract, and by giving the contractor also to understand that credit shall only be given to the Indians in proportion to the value of the logs contracted for and progress made in the work, under pain of refusal by this office to approve any further contracts, and by inserting a clause in the agreement limiting its duration and binding force and effect to a given date or the termination of the logging season, I think the chances of excessive credits can be obviated and the possibility of the Indian being brought in debt avoided.

In regard to the question of labor, as to which you say there is great competition, this office will not, of course, assume to attempt to regulate the prices which shall be paid. If, as I have suggested, the contracts are carefully supervised and limited as to quantity of logs to be delivered to the ability of the Indian contracting, the demand for labor will be correspondingly lessened, and the prices adjust themselves accordingly

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., October 6, 1883.

SIR: I would respectfully ask for instructions as to the proper course for me to pursue in case of trespass upon the reservations in this agency by whites cutting timber contrary to regulations or otherwise violating the laws.

I think there is a possibility of cases of this kind arising this winter, and I desire to be able to act promptly at the first instance coming to my knowledge and without making any mistake.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, October 13, 1883.

SIR: I have received your letter of the 6th instant, asking for instructions as to the proper course for you to pursue in cases of trespass upon the reservations attached to your agency by whites cutting timber or otherwise violating the laws, instances of which you expect will arise during the coming winter. In reply you are advised—

(1) As to simple trespassers on the reservations.

Under section 2147, Revised Statutes, you have authority to remove all persons found thereon contrary to law. Under section 2148 any person who has been removed from an Indian reservation and thereafter returns is liable to a penalty of \$1,000. In such cases the offender should be immediately reported to the United States district attorney for the necessary proceedings under the statute.

(2.) As to timber depredations upon the reservations, the work should be immediately stopped and the names of all parties implicated be reported without delay to the United States attorney for proceedings under section 5388, Revised Statutes, which provides as follows:

“Every person who unlawfully cuts or aids, or is employed in unlawfully cutting or wantonly destroys, or procures to be wantonly destroyed, any timber standing upon lands of the United States, which in pursuance of law may be reserved or purchased for military or other purposes, shall pay a fine of not more than \$500 and be imprisoned not more than twelve months.”

Names and addresses of witnesses by whom the trespasses can be proved, location of offense, quantity of timber cut, and all material facts should be included in the report to the United States attorney, and a duplicate of each report so made to him should be transmitted to this office.

Other offenses upon Indian reservations are provided for in sections 2111-2157, Revised Statutes (Compiled Indian Laws, pages 30 to 40), to which you are referred.

In all cases requiring judicial cognizance they should be referred to the United States Attorney as above directed.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

LAC COURT OREILLES, November 18, 1883.

DEAR SIR: I write to you concerning that appointment of a special timber agent or supervising scaler here for the Indians that we have talked about before, you will remember, when seeing me last time in Eau Claire, that you thought you would be in Washington ere this, and it would be well for me to write you in case the matter slipped your mind. I was talking with the Government farmer here last night and he says there must be some one to attend to the matter, and will urge the agent, Durfee, to have the appointment made by the Department.

Dick Wilson is up here buying logs, and a number of other parties, and they all want the Indians to put in big ones that will go \$4 per 1,000, and you can see that will have a tendency to make the Indians slaughter their timber and cut over all of their ground, which they are not allowed to do; they must reserve at least 20 acres out of each 80 acres.

They, the Indians, have contracted, all told, thirty to forty millions, as near as I can learn, and will probably put in twenty millions. Now, I would suggest that a man be appointed to look after all the cutting on the reserve, run their lines for them, and be held responsible, paid a reasonable salary, or let the Indians pay so much per 1,000, say 5 cents, for all timber cut on the reserve.

Not wishing to trespass upon your valuable time I will close, hoping to hear from you when convenient.

I remain yours, respectfully,

WALLACE D. STEVENS,
Phipps, Northern Wisconsin Railroad, Sawyer County, Wis.

Hon. W. T. PRICE, M. C.

[Indorsement.]

Mr. Stevens is capable I know, and honest I think. If the lines are not run and the salement of logs made by an agent of the Government, the Indians will be wronged and the timber will be slaughtered or wasted.

Respectfully submitted.

W. T. PRICE,
Member Congress, Eighth Wisconsin District.

NOVEMBER 28, 1883,

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, November 28, 1883.

SIR: Hon. W. T. Price, M. C., Eighth district Wisconsin, has referred to this office a letter, dated the 18th instant, from Wallace D. Stevens, of Phipps, Northern Wisconsin Railroad, Sawyer County, asking to be appointed as scaler of the timber contracted to be cut by the Indians of your agency on their patented tracts during the forthcoming season.

Mr. Price indorses the application favorably with the remark that "if the lines are not run and the salement of logs made by an agent of the Government, the Indians will be wronged, and the timber will be slaughtered or wasted."

If you know of no reason to the contrary I shall be glad to act upon Mr. Price's recommendation and have the appointment made, it being understood that he shall receive pay according to the terms of your circular, viz, each party to the contract paying an equal share.

Please reply.

Very respectfully,

H. PRICE,
Commissioner.

WILLIAM R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

CHIPPEWA ALLOTMENTS OF LANDS.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, November 28, 1883.

SIR: Referring to letter from Wallace D. Stevens, asking to be appointed as scaler of the logs contracted to be cut by the Indians of La Pointe Agency, Wisconsin, upon their patented tracts during the coming season, informally referred by you to this office with a favorable recommendation, I have to inform you that I have this day written to Agent Durfee, advising him of the application and of your indorsement, and suggesting that if he knows of no reason to the contrary, Mr. Stevens should be appointed.

Very respectfully,

H. PRICE,
Commissioner.

Hon. W. T. PRICE,
House of Representatives.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., December 5, 1883.

SIR: Referring to Department letter of 28th ultimo, L. (just received, having been misssent to Bayfield).

Mr. Wallace D. Stevens is now acting as scaler of the logs taken out under the contracts of Messrs. Dobie & Stratton, licensed traders upon the Lac Court Oreille Reservation, and I should be much pleased to have his supervision extended over the entire cut of logs made upon the reservation, as I understand that he is a practical and trustworthy man. I have been requested by the Government farmer there to authorize Mr. Stevens to take charge of the entire scale, and was about to do so, but receiving your letter, would prefer that the authority should come direct from you.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, December 15, 1883.

SIR: Agreeably to your letter of the 5th instant you are hereby authorized to appoint Wallace D. Stevens as scaler for the Lac Court d'Oreilles Reservation upon the understanding that he shall receive no pay from the Government, but that his remuneration shall be provided for by the parties to the several contracts in equal proportions.

Very respectfully,

H. PRICE,
Commissioner.

WILLIAM R. DURFEE, Esq.,
U. S. Indiaa Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., December 5, 1883.

SIR: The Indians upon the Bad River Reservation are logging at many camps and at considerable distances apart, necessitating the employment of a number of scalers.

I would respectfully request that I be allowed to expend a sum, not exceeding \$200, in employing the district scaler of this district, at a rate not exceeding \$4 per day, to visit the camps and test the scale and see that the work is properly done in the interest of the Indians. The service need not be continuous, but visits should be frequent. I do not see how I can get payment for this service from the logs, one scaler being already employed at each camp. I believe this service would be of great benefit to the Indians.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, December 17, 1883.

SIR: I have received your letter of the 5th instant, stating that the Indians of the Bad River Reservation are logging at many camps and at considerable distances apart, necessitating the employment of a number of scalers, and asking authority to expend a sum not exceeding \$200 in the employment of the district scaler at a rate not exceeding \$4 per day to visit the logging camps on the reserve, test the scale, and see that the work is properly done in the interest of the Indians.

In reply, I have to say that I do not feel justified in recommending to the Department that such authority be granted. I consider it exceedingly doubtful whether such an expenditure in behalf of individual Indians would be a legitimate charge against the Government, and whether, in fact, it would not be a perversion of the contingent fund. If the scalers who are already employed are incompetent or unreliable, they should be removed, and others appointed in their places. Of course I have no objection to the appointment of a district scaler to supervise the scaling, provided the parties to the contracts are willing to pay him themselves.

Very respectfully.

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Wis.

BAYFIELD, WIS., December 31, 1883.

SIR: Our Mr. Boutin has a contract with some of the Bad River Indians, and they are getting out logs for him.

Now it has been the ruling that no white men be allowed to work in the camps other than foremen and team-drivers.

Now this restriction upon the men who are getting out logs, it is damaging, for the reason that the Indians are aware that none but Indians can be here to chop, swamp, saw, load, etc., and for this reason they are demanding exorbitant prices.

White men can be hired at from \$15 to \$25. Times are very tight in this part of the country and but little work, and plenty of men who are asking for work at any wages.

Indians demand \$35, \$40, \$45 per month; now with this feeling amongst the Indians, and the restriction that none but Indians can be hired to get out logs in the reservation, it will be the cause of driving those away who are desirous of helping the Indians, and create a feeling which will be injurious to them in the future.

While we feel that we would just as live have the Indian as the white man, and in case of preference would give the Indian the benefit, we do think that the Department should in a measure change this ruling so that we should not be imposed upon by the Indians. Allow the agent to establish a price for wages which to pay the Indian, and in the event the Indian will not work under these wages that the agent be allowed to grant permits to those getting out logs, allowing them to put in white men to fill vacancies, allowing them men enough to get out the logs contracted for. To make our understanding more clear our Mr. N. Boutin would respectfully ask, that in the event that he is unable to get Indians enough to work in the logging camp now established on Bad River Indian Reservation at \$25 or \$35 per month, that he may be able to get out the logs already contracted for before April 1, 1884, that the agent, Maj. W. R. Durfee, be authorized to grant him permission to put in white men, and that Major Durfee be instructed to investigate the matter, with authority to grant this permit if in his judgment the case justifies such action.

Your early attention to this matter will much oblige,

Very respectfully, your obedient servants,

BOUTIN & MAHAN.

Hon. COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, January 23, 1884.

SIR: I have received a letter from Messrs. Boutin and Mahan, of Bayfield, dated 31st ultimo, in which, referring to the fact that Mr. Boutin has sundry logging contracts with Bad River Indians, they state that the Indians are demanding exorbitant prices for labor, and ask that Department regulations on the general subject be so far relaxed as

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, December 17, 1883.

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Very respectfully.

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Wis.

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Now this restriction upon the men who are getting out logs, it is damaging, for the reason that the Indians are aware that none but Indians can be here to chop, swamp, saw, load, etc., and for this reason they are demanding exorbitant prices.

White men can be hired at from \$15 to \$25. Times are very tight in this part of the country and but little work, and plenty of men who are asking for work at any wages.

Indians demand \$35, \$40, \$45 per month; now with this feeling amongst the Indians, and the restriction that none but Indians can be hired to get out logs in the reservation, it will be the cause of driving those away who are desirous of helping the Indians, and create a feeling which will be injurious to them in the future.

While we feel that we would just as live have the Indian as the white man, and in case of preference would give the Indian the benefit, we do think that the Department should in a measure change this ruling so that we should not be imposed upon by the Indians. Allow the agent to establish a price for wages which to pay the Indian, and in the event the Indian will not work under these wages that the agent be allowed to grant permits to those getting out logs, allowing them to put in white men to fill vacancies, allowing them men enough to get out the logs contracted for. To make our understanding more clear our Mr. N. Boutin would respectfully ask, that in the event that he is unable to get Indians enough to work in the logging camp now established on Bad River Indian Reservation at \$25 or \$35 per month, that he may be able to get out the logs already contracted for before April 1, 1884, that the agent, Maj. W. R. Durfee, be authorized to grant him permission to put in white men, and that Major Durfee be instructed to investigate the matter, with authority to grant this permit if in his judgment the case justifies such action.

Your early attention to this matter will much oblige,
Very respectfully, your obedient servants,

BOUTIN & MAHAN.

Hon. COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, January 23, 1884.

SIR: I have received a letter from Messrs. Boutin and Mahan, of Bayfield, dated 31st ultimo, in which, referring to the fact that Mr. Boutin has sundry logging contracts with Bad River Indians, they state that the Indians are demanding exorbitant prices for labor, and ask that Department regulations on the general subject be so far relaxed as

to admit of your being authorized to issue permits for the employment of white labor in case they can not adjust a satisfactory rate of wages with the Indians, so that they can get out the logs already contracted for before April 1, 1884.

As already stated, this office will not attempt to regulate the price of labor, but it might, however, be well to point out to the Indians that by demanding excessive wages they are only standing in their own light, and to suggest to them the advisability of making their prices conform to those at which white labor can be obtained.

Under no circumstances will white crews be permitted to lumber on the reservations, and any attempt on the part of contractors to introduce them in defiance of Department regulations will be followed by prompt removal of the intruders.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., January 14, 1884.

SIR: I would respectfully report that having been informed by Mr. Pero, Government farmer at Lac Court Oreilles Reservation, that certain parties were employing white men in putting in their logs, contrary to instructions given me by the Department, and that no attention was paid to his orders that they should not be so employed; also, that parties were putting in logs without contracts and were stamping logs with the recorded mark of the Pioneer Lumber Company—

I left Ashland for the Lac Court Oreilles Reservation on Tuesday, January 8, arriving at Lac Court Oreilles on the evening of that day. The next morning I took a team and visited most of the logging camps in that vicinity. I found the logging operations progressing favorably and satisfactorily except in the camps where the logs were contracted to, or nominally bought without contract by the Pioneer Lumber Company, a corporation of Eau Claire, Wis.

In the camps where the logs were contracted to them I found a large majority of the logging crews were white men, employed in violation of orders. I ordered that all such be immediately discharged. The Indian putting in the logs told me that in accordance with my instructions, he had once previously discharged all such employes, and that they had been sent back to camp by the foreman in charge of work for the Pioneer Lumber Company, with orders to go to work again.

I also found a Frenchman, Peter Cournoyer, married to a Chippewa woman, putting in logs without a contract on a written agreement with the Pioneer Lumber Company, upon a price according to grade of logs and one which I could not approve in a regular contract. These logs were stamped with the recorded mark of the Pioneer Lumber Company. I ordered him to desist from further stamping these logs, and told him that I should sell them to the highest bidder in the spring for the benefit of his wife, who had a patent. On the next day I went to Pa-quah-wong, upon the same reservation, and visited the logging camps in that vicinity. I found the work progressing favorably, but here also I found an Indian putting in logs without a contract and stamping them with the Pioneer Lumber Company's mark. I also ordered him to mark no more logs, and informed him that these logs would be sold to the highest bidder in the spring for his benefit. I told the Indian that I did not understand that there would be any objections to such of them as could supply themselves putting in their logs, to be sold under my supervision in the spring, but that no logs could be sold in advance of putting in without a contract in regular form.

Mr. R. P. Wilson, who is vice-president, and has attended to this business for the Pioneer Lumber Company, was furnished with a copy of my printed circular of instructions, and fully informed by me of the method approved by the Department for cutting and selling Indian pine, and I can see no excuse for his proceeding in direct violation thereof. The Pioneer Lumber Company have also a store and blacksmith shop upon a State forty in the reservation—I think southeast quarter of northeast quarter of section 18, township 39, reservation 8. These institutions, I am informed, are kept open and working on Sunday as regularly as during the week.

The licensed traders close their place of business on Sunday in accordance with instructions, but I do not understand that I have any authority over parties located upon State lands. I consider it very desirable that titles to these lands located within the boundaries of the reservation be acquired by Government, otherwise no control can be exercised over parties desiring to trade upon the reservation who locate upon these lands.

In view of the above facts, I would respectfully recommend that the approval of the

honorable Commissioner be withheld for the present from all contracts which have been forwarded from this office between the Pioneer Lumber Company and Indians of the Lac Court Oreille Reservation.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, January 22, 1884.

SIR: I have received your letter of the 14th instant, reporting your action in the case of the Pioneer Lumber Company, of Eau Claire, Wis., which was been putting logs on the Lac Court Oreilles Reservation without having the necessary contracts with the Indians, and for that purpose has been employing crews of white men upon the reserve—all in violation of Department regulations on the subject.

Your action in arresting the progress of the work done for the Pioneer Lumber Company until such time as proper contracts have been obtained and approved, and in directing the removal of the white logging crews is sustained, and in accordance with your recommendation the approval of this office will be withheld from all contracts between said company and the Indians of your agency until such time as you certify that the company is complying strictly with Department regulations.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., January 21, 1884.

SIR: I have the honor to report that the past week has been spent by me upon the Bad River Reservation visiting and inspecting the work at the several lumber-camps thereon.

I was very much pleased with the manner of conducting the work and with the industry of the Indians, who are fast becoming practical loggers; the timber put in is much of it of good quality, and the logs are cut in a workmanlike manner. The operations were satisfactory to me except in one camp. In the camp where the logs were being cut for McDougal & Raymore, I found almost exclusively a white crew employed. Earlier in the winter I heard that they were employing white men in excess of the number allowed, and I not only gave them circular letters of instruction, but explained the matter fully to them, and also the effect of violating the instructions, and they promised to comply with them for the future.

I have now discharged all the men employed in that camp and ordered a cessation of work until instructions are received from you. If lawful to do so, I would respectfully recommend that the contracts of McDougal & Raymore be annulled, that the logs now cut in the woods be put in and sold to the highest bidder, and the legitimate labor employed be paid from the proceeds, the balance being paid to the Indian owning the pine; the remainder of the laborers not legitimately employed looking to McDougal & Raymore for their pay. These parties (McDougal & Raymore) are responsible for the violation of the law, and not through any mistake, as they had ample warning, and the violation was willful.

I inclose herewith a letter of explanation handed me by Mr. McDougal, with the request that it might accompany my report.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

[Inclosure.]

ASHLAND, WIS., *January 18, 1884.*

TO THE RESPECTIVE BOARD OF INDIAN AFFAIRS,

GENTLEMEN: We, the undersigned, McDougal and Raymore, having contracts with two Indians by the name of William and Henry Lapoint, according to the rules and regulations of the Indian Department, for the Pine on two 80 acres of land, at the rate of \$5.00 dollars per thousand, delivered on the bank of White River. Have furnished said Indians with supplies and teams and cash, to the amount of six thousand dollars, more or less, and have lived up to our contract as best possible. Last night we were informed by your worthy Agent, Mr. Durfee, that the work would have to be stopped, on account of some white men on the works, the facts of which we wish to explain.

Last week there were a number of Indians left camp to return in a few days, which left the teams idle, as there was not men enough left to keep the work running the foreman of said camp employed white men to keep the work running until said Indians would return, as it was impossible for him or us to find Indians to work, and we wish to be frank in the matter and explain the exact circumstances, we have our entire worth invested in the camp outfit and supplies and if the work is stopped completely it will ruin us, besides being a damage to the Indians that own the pine. So if you will overlook this breach of contract, if you consider it one, which we trust you will not, as we done everything in good faith, thinking we were doing everything for the best, we will pledge you our word as gentlemen that the like shall not occur again. We have just got fairly started, we had to build a road two and a half miles to get to the pine, which was very expensive and which is of great benefit to the reservation, as it is the only road in that locality, and the Indians can get out 50 millions of pine on that same road. Mr. Walker, the Indian farmer at Odanah, has seen the road, and we will refer you to his judgment in regard to our statement. We will let the work run along with Indian help the best we can, until we receive further orders from the honorable Commissioner of Indian Affairs, which we trust will be at the earliest possible convenience.

Yours respectfully,

MCDUGAL & RAYMORE.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,

Washington, February-1, 1884.

SIR: I have received your letter of the 21st ultimo, reporting the employment of white logging crews on the Bad River reserve by the firm of McDougal & Raymore (holding contracts for pine with Henry La Pointe and William La Pointe), in willful violation of Department regulations. You report that you have discharged all the men employed in that camp and ordered a cessation of work until further instructions from this office, and you recommend that, if lawful, the contracts with McDougal & Raymore be annulled; that the logs now cut in the woods be put in and sold to the highest bidder, the legitimate labor employed be paid from the proceeds, the balance being paid to the Indians owning the pine, and the remainder of the laborers not legitimately employed looking to McDougal & Raymore for their pay.

Accompanying your letter is one from McDougal & Raymore under date 23th (18th) ultimo, stating that they have furnished said Indians with supplies, teams, and cash to the extent of \$6,000, more or less, having their entire worth invested in the camp outfit and supplies, that quite recently a number of Indians left camp to return in a few days, leaving the teams idle, and it being impossible to find Indians to supply their places, and there not being enough Indians left to keep the work running, the foreman of the camp employed white men temporarily until the Indians should return. They further say that if the work is entirely stopped it will ruin them, and pledge themselves that if the occurrence is overlooked it shall not happen again. It also appears from their statement that they have at great expense built a road $2\frac{1}{2}$ miles long on the reserve in order to get to the pine, which is of great benefit to the reservation, being the only road in that locality.

As it appears from your letter to be the second time these parties have violated Department regulations in the introduction of white men on the reservation, I should, if there were no redeeming features in the case, be disposed to follow your recommendation, and direct a total stoppage of the work; but if the facts are as stated by McDougal and Raymore, that they have made advances to the Indians to the extent named, that they have their entire worth locked up in the camp outfit and supplies furnished, and that the employment of white men was in a measure due to the fact of the Indians employed leaving the work, and was intended only as a temporary substitute until the Indians should return; if all this is so, then I think they are entitled to some consideration, and may be permitted to proceed with the work upon the distinct understanding that the

subsequent labor shall be performed by Indians only, and that the laborers heretofore not legitimately employed shall be paid by McDougal and Raymore out of their own pockets, and not charged against the Indians, owners of the timber.

In the mean time approval of the contracts in question will be suspended until such time as you shall certify to this office that McDougal and Raymore are strictly complying with all regulations of this Department on the subject.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agency, La Pointe Agency, Ashland, Wis.

[Telegram.]

EAU CLAIRE, WIS.,
January 24, 1884.

Captain Wilson goes to Washington on the 29th instant. Charges have been made against our company by Durfee, Indian Agent. Have judgment suspended until we can be heard.

R. F. WILSON.

Hon. WM. T. PRICE,
House of Representatives, Washington, D. C.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., February 29, 1884.

SIR: Having been assured by the officers of the Pioneer Lumber Company that Department regulations shall hereafter be strictly complied with in all camps which are putting in logs for them, and also having information from the Government scaler upon the Lac Court Oreilles Reservation that they are now strictly complying with those regulations, I would respectfully recommend that their contracts be approved.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
March 18, 1884.

SIR: Referring to your letter of the 29th ultimo, recommending that the logging contracts with the Pioneer Lumber Company heretofore suspended, be now approved, satisfactory evidence having reached you that said company is now strictly complying with Department regulations, I have to say that upon investigation I find four contracts with the Pioneer Lumber Company now before this office for approval, as follows:

No.	Name.	Description.	Section, town-ship, and range.
1	Shi-ba-ji-go-kwe.....	E. $\frac{1}{2}$ S. E. $\frac{1}{2}$	28 39 8
2	Go-gl.....	N. $\frac{1}{2}$ S. W. $\frac{1}{2}$	27 39 8
3	Moien.....	S. $\frac{1}{2}$ S. W. $\frac{1}{2}$	27 39 8
4	John La Roche.....	E. $\frac{1}{2}$ N. W. $\frac{1}{2}$	20 39 8

The three first named appear to be Indian women, and the contract in each case calls for the delivery of 1,700,000 feet of logs by 1st June proximo, the pecuniary value thereof being \$10,200. Bond is given in each case in \$4,100.

The quantity of logs contracted for appears to be so far in excess of the average, as to raise a doubt in my mind as to the ability of the Indian, especially a woman, to fill the contract, unless she has extraordinary facilities of labor at her command with which I am unacquainted. You will remember that this very question of Indians entering into contracts for more logs than they could reasonably supply during the season was raised

by you previous to the commencement of the present logging season, and was the subject of correspondence with this office. (See office letter October 13, 1883.) I do not feel warranted in approving these contracts without further light on the subject, nor until it is shown to my satisfaction that they can be carried out strictly in accordance with Department regulations.

I should also like to be informed as to the character and probable amount of supplies, etc., which I presume the Pioneer Lumber Company is furnishing to these Indians.

Whilst on this subject, I desire to call your attention to the fact that there appears to be considerable delay in forwarding the logging contracts to this office. Quite a number are before me which are dated in October, 1883, but do not appear to have been approved by you until the end of last month. Strictly speaking, not a stick of timber should be cut until the contract has been approved by this office, and if the present system is continued during the next season, there will have to be some different arrangement made, by which the contracts can be submitted to this office before the season commences, instead of waiting until it is almost practically closed.

Very respectfully,

H. PRICE,
Commissioner.

WM. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., April 3, 1884.

SIR: Referring to Department letter of the 18th ultimo, L, 4253, 4254, 4341, 4384. The three women who contracted with the Pioneer Lumber Company to put in logs upon the reservation were the wife of Thad. Thayer, late licensed trader upon the reservation, and two of her aunts. These women have all been supported by Thayer and authorized him to act for them in this matter, which, in my opinion, was the best thing they could do. Thayer made arrangements with Alex. Bellisle, a half-breed living upon the reservation, recognized as an Indian, a man who has had considerable experience in lumbering, having put in a number of large contracts for lumbermen off the reservation in previous years, and who was well supplied with teams, etc., to put in the logs for these women, and I presume it was through the influence of these two, Thayer and Bellisle, that the labor was obtained. The logs have been put in substantially as per contract in number, and, I am satisfied, in conformity to Department regulations, except as reported in my letter of January 14.

The logging transactions upon this reservation amount to a large sum, say from \$150,000 to \$170,000, and all of the accounts should be gone over in detail, and verified by a competent man, skilled in accounts and familiar with logging operations. I have this day telegraphed for authority to employ such a man, as I have not the time to attend to it personally without neglecting my other duties. I have requested Mr. Wilson in charge of Pioneer Lumber Company's logging matters to forward to me copies of the accounts against the parties above named which will be transmitted to the Department on receipt.

The delay in forwarding contracts from this office has been caused by the continued errors made in drawing up contracts and bonds, which I have been repeatedly forced to return sometimes two or three times for correction, and also from the delay in getting bonds, some of the contracts remaining in my office for months before the necessary bonds to accompany them were received. I shall have the honor to report in a few days upon the logging operations of the past season, and also to suggest some modification of existing regulations which it seems to me could advantageously be made.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, April 26, 1884.

SIR: Referring to your letter of the 3d instant with explanation of the Go-gi, Moien, and Shi-ba-ji-go-kwe contracts with the Pioneers Mill Company; also to your letter of the 14th instant transmitting contract between Boshking and said company, and certified extract from the charter, by-laws, and proceedings of the board of directors of said

company, authorizing the execution of contracts and bonds, etc., I find on reference to said last-mentioned paper the following:

[Extract from proceedings of board of directors held at Eau Claire September 15, 1883.]

"Resolved, That R. F. Wilson, vice-president, and Fountain Wilson, secretary, be, and are hereby, authorized and empowered to make such contracts, notes, and bonds, and to pay out such moneys as will be necessary to secure the stock of logs for the year 1884, as mentioned in said resolution of the stockholders, and the secretary is hereby empowered to affix the corporate seal to said contracts and bonds as will be necessary to carry out the intent of said resolution.

"On motion the said resolution was unanimously adopted."

As I understand this resolution, and as is customary in all cases where instruments are executed by a corporation, the contracts and bonds should be signed by the vice-president in the name of the corporation, and the corporate seal be affixed and attested by the secretary and treasurer.

In the several cases of Go-gi, Moien, Shi-ba-ji-go-kwe, John La Roche, and Boshking, the papers do not appear to be so executed, and they are herewith returned for correction, in manner indicated in pencil on each contract and bond respectively. In the Boshking case the bond appears to be properly executed and the contracts only are returned.

In the La Roche case the seal of the corporation and attestation by the secretary to the contracts is wanting, independently of the signature of the vice-president to the bond.

Very respectfully,

H. PRICE, *Commissioner.*

WM. R. DURFEE, Esq.,

U. S. Indian Agent La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., May 3, 1884.

SIR: Referring to the matter of the contracts of Gogi, Moien, and Shi-ba-gi-ji-go-kwe with Pioneer Lumber Company.

As explained in my letter of April 3, these parties were (Gogi) the wife of Thad Thayer and her two aunts, who are old women. Thayer has managed the business for them and had received from them a power of attorney to do all business in their name, which he had recorded; I informed him that I did not consider the power of attorney any value, as I did not understand that the Indian was competent to execute such an instrument. He then asked me if an order from these women was given him to draw their pay for the logs, if I would indorse my approval on it. I replied that while I believed that that was the best thing they could do, and in my opinion it would be entirely satisfactory, I did not indorse any papers relating to these logging matters except such as it was my duty to do, not desiring to assume any responsibility except such as was imposed upon me.

United States Inspector R. S. Gardner, who is now inspecting this agency, has received information that these aunts of Thayer are now in a destitute condition, he having drawn their money in the settlement with the Pioneer Lumber Company. Colonel Gardner informs me that it was my duty in this case to have taken charge of this money and deposited it in bank, issuing to them a regular weekly stipend by check, as agreed upon, therefrom. I did not understand that I had any authority or control over the proceeds of their pine, except to see that it was paid according to contract and in such manner as was directed by them. I was satisfied that if this money came directly into the hands of these women that it would be a total loss, as they have no ability to properly care for or use such a sum. Thayer has, as I learn, for years furnished a large share of their support, and probably will have to for the future, and I considered it the best disposition they could make of the money, not knowing that I had authority and having no desire to assume any such responsibility myself. The logs are yet where I can get at them if the above is not considered a legal payment, and payment can be enforced from the Pioneer Lumber Company, leaving them recourse upon Thayer for the amount paid him.

Will you please give me instructions regarding the matter at as early a day as convenient that I may be able to attend to the matter of payment (if that already made is illegal) before the logs are driven?

These orders were interpreted and signed in the presence of two witnesses, though not in my presence. One of the signatures is witnessed by the Government farmer and another, the other two (unofficially) by William Wetenhall, a notary public, and another,

and, I have no doubt, were voluntarily given; and further, I have no doubt that Thayer will provide for them judiciously to the amount drawn. The matter of their destitution I will examine into.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, May 9, 1884.

DURFEE,
La Pointe Agency, Ashland, Wis.

Your letter of 3d instant received. Investigate circumstances of payment to Thayer and report fully to this office. In the mean time logs must not be removed by Pioneer Mill Company, nor until the contracts are approved.

Acknowledge receipt.

H. PRICE,
Commissioner.

[Telegram.]

ASHLAND, WIS., May 9, 1884.

To PRICE,
Commissioner, Washington, D. C.

Telegram referring to Pioneer Lumber Company's logs will receive immediate attention.

DURFEE, Agent.

UNITED STATES INDIAN SERVICE.

SIR: It certainly must be very wearisome to your honor to have to run over so many communications pouring into your office from all parts of the country, yet I am in hopes you will condescend to con this over and consider the matter herein contained in its true light and merits. By so doing you will confer great benefit to the Indians of this reservation. To begin this epistle I would remark that in former times when trade and traffic with the whites was so remote from the reservation that a licensed or permitted trader was a blessing to the Indians, which is now a curse, a wrong, a monopoly which should be done away with at once. At present we have stores where goods are sold cheaper than at the traders. One at Bakweiawa and three in the neighborhood of Court Orielle, also at Hayward; the four first mentioned are just outside the limits of the reservation, while Hayward is only 12 miles from this place. They are all accessible and sell goods reasonable. Lawful and transient traffic should be allowed and introduced, but the whisky law should be rigidly enforced. The Indians during the past winter have failed to better themselves by logging, caused by enormous prices paid to the reserved traders, especially those who were dependent upon the reserve traders. The Indians who sold their logs to other parties, with a very few exceptions, have done well and are flush with money.

November 29, 1882, I received the first lot of goods from Dobie, Stratton & Thayer, having made arrangements with them to be delivered at their own expense. The goods being furnished me at a discount of 20 per cent. for the benefit of parties with whom I could secure contracts for their logs. You will please understand that besides the three individuals of the firm there was an agent and a head clerk, who seemed to have a right to direct affairs in the business. It was actually so in the business entrusted to my charge. Each one had his idea how best and manner to dispose of the goods. One or two would direct that \$10 or \$15 per month is sufficient for the support of any one of the parties, and that no more be sold to any one of them on account of their contract. Another would direct to let them have what they wanted. When I informed them that I was directed to let them have only \$10 and \$15 they most all talked of recalling their contracts, and would have nothing to do with the company. It is then that I had to work; I told more lies for their sakes, the company, to humor the Indians from whom I had

secured contracts than I had done during the forty and over years I was in the office of this agency. I chose to follow the latter direction, because I had been made to understand that these goods were sold them to bind their contracts, and as I had informed them that in a case like this, among whites, \$250 would be the least paid to bind a contract of \$4,000 or \$5,000.

Some time in the month of August, 1873, I was directed by Dobie & Stratton, two of the firm, to discontinue selling goods to any of them on their contracts, because they were not yet approved by the Department; that the contracts were yet in their hands and had not been sent, when previously informed by one of the firm, as well as by their agent, that they had been sent and approved by the Indian agent. I was also directed to inform them that within a month they would have a store where they then could have all the goods they wanted. This was a great embarrassment to me, and put my energies to work to full extent to devise plausible stories to humor the Indians to whom I was selling goods on contracts; but the building of the store lingered on till fall, purposely, as could be seen by any half-witted human. As soon as the store was in running order, a number of them visiting me complained that they had been refused to get all they wanted, and even two of them had been refused altogether, and wanted me to explain why this was so. I was unable to give any reason. From that time forth many of them went over to Hayward, and with him made contracts regardless of their former one with Dobie & Stratton. Through my advice some held out, for which I am now sorry for doing, because most of them coming out behind in their logging enterprise had nothing to eat when they quit, and were requested to return oxen or horses with all appliances, and were left with nothing after working hard all winter.

A widow woman who had committed the crime of selecting an eighty at Devil's Lake, which lies about 2½ miles from the main tributary of Chippewa River, but connected by a small creek upon which dams were built, by which three or four million feet are to be drove by the Pioneer Lumber Company, was made to sign another contract from the one I had secured from her for Dobie & Stratton, had been made to understand by them that it was necessary for her to sign another one in place of the old one, and then and there, without her father or brother or son to advise her, signed a contract, thinking that all the contracts were the same, with an additional stipulation that \$1.50 per 1,000 feet would be retained and held back to drive her logs to the main tributary. She averred to me the other day most emphatically that she did not understand that she was to pay for driving the logs she sold to them. This, your honor, is one of the daring deeds of the company who monopolizes the trade on this reserve.

Now, sir, I have come to the main purpose of this epistle. I am one of the victims who came out at the hind end of the horn. At an interview at my house with the firm then known as Dobie, Stratton & Thayer, all three being present, made my earnest and long wished for necessity in order to further my farming operations, to provide for me a team of horses to be paid in toting for them whenever I had no particular use for them on the farm, all three assenting with fervor. They wished to know when I would have them. I answered by the 15th of May, when my farming operations would begin. I would surely have the team then. About six weeks or more from the interview came Stratton with the firm's agent at my house to inquire about the business, etc. On leaving, and when out of Stratton's hearing, the agent wished to know why I had not spoken about the team. I answered I was ashamed to do so, because I had written to them so often about it and never even deigned to answer me, I had given up the idea.

The next time I met the agent, again at my house, stated that he had spoken to Stratton about the team, and that Stratton wished to know why I had not spoken to him about it when both at my house. He was answered that I was ashamed to do so, having done so so often. Then I should surely have the team as soon as they could be got here. Subsequent to this interview with the agent I chanced to meet Dobie, one of the firm. I asked him about the team; he answered, this in his own words: "We have got a team intended for you at New Richmond, and I am now on my way down and will ship it at once; it will be at Phipps by next Saturday." Describing them so minutely for size and weight, I thought sure they were coming. On the day the horses were to be at Phipps I sent over for them, but no horses had come. I met him again soon after. Without referring to his last promise he said that he now had on the road hauling supplies horses intended for me, but would request that I would let the team on the road, as they had a big lot of supplies to haul before the roads got in a worse condition, and could not do without them. I answered the team belonged to them and could do with it as they chose.

On the 12th day of September I concluded, by the advice of Dobie & Stratton, to build a camp on the eighty, belonging patented to Mrs. Therese Bellisle (with whom I am now living), to be as near the center of my operations in jobbing by the 1,000 for Indians. They, the company, had promised to secure work for me from whom they had secured

contracts, I believing that when a contract was signed that an understanding was had as to who was to have the job. They, the company, was to let me have four oxen besides the horses they had been letting me have for over a year to carry on my operations. I was informed that in a few days a lot of oxen would be shipped for this place and that I was to have the first choice. Stratton, who was the one to go down in a few days, promised I should have first choice. I afterwards happened to meet him on his way down for the purpose of shipping the cattle, he then promising to mark the best cattle for me, or tell the man who was to drive them over from the railroad that I was to have the choice of the lot. Hearing that the cattle had come I repaired hither with great haste, and lo! the choice had been made and nothing but the refuse left. As I needed cattle very much in building my camp I selected three of the refuse and could not make a fourth because the balance seemed worthless and worked out. But a mate to my odd one would be procured in a few days when another lot will be shipped. The lot of cattle did finally come, but no mate for my ox. Again promising that the first time either one would go down they surely would send up a mate, and so on repeatedly till late in fall, when work had begun in earnest and finally had to take one unmated to the one I had. I calculate to charge them for the damages done me. This is a sample how they dupe the Indians.

About the latter part of November, 1883, Stratton asked me when I would make and sign a contract for the timber on Mrs. Bellisle's eighty. I told him distinctly that I had not, neither would I have anything to say nor do with it; but I would ask her, and if she was willing I would come down with her, and you and her can make a contract when I even refused to witness the signature. I thereupon contracted with her as I would with any one else to cut and land the logs at \$2.50 per 1,000 feet. Subsequent to this she proposed to allow me at the rate of \$3 per 1,000, provided I assumed her bills at Dobie & Stratton's, to which I assented. Now, the question is, has Dobie & Stratton any right to hold from the rightful owner the money for those logs (as much as coming to her) and apply it to my credit, making me an involuntary assumee of that money? When I came to have a settlement with them, the first thing I asked on behalf of Mrs. Bellisle was her money. I was told that the money had all been credited to my account. I was surprised, but was ready for it, because I knew that they would not hesitate to use means, however low and mean these might be, to further their ends and purposes. I therefore proposed to turn over to them the horses, oxen, sleighs, with all the appliances of logging, if the money was paid to Mrs. Bellisle. They refused to do that. I again proposed to buy from them one team of horses with the money if they would accept of my proposition. They refused to do that also. Then I asked them how much percentage they would discount on the account. They refused to allow any. I picked up my papers; folding them up, I left the office. I made them understand that whenever they were ready to pay over that money I was ready to settle; and that in any case I would not do anything about it until I heard from you. No argument, however weighty, nor from whom it may originate, will ever convince me that I am in the wrong in this matter. I have revolved the matter in my mind in all its bearings during the day and many sleepless hours of night with the result "right." This, sir, is an illustration of the manner in which the Indians are subjected to on the reserve by the trader.

I here inclose the account against me for your inspection. It is a sample of their prices. It is a burden to Indians who have to depend on them for supplies.

I was offered the very best timothy hay, delivered at my camp, for \$25 per ton, but having no money to buy with, I applied to them to buy it, and then would buy from them, but they would not do so, threatening to have any man who sold supplies to any of their camps arrested, so we had to put up and buy the very worst kind of hay from them for twice as much as quoted in Saint Paul and elsewhere for good hay. I was offered feed, the best in market, delivered at my camp, at \$28 per ton. But we had to buy from them at \$40 and \$44 per ton.

Keeping back Mrs. Bellisle's money leaves me, as well as her and her children, entirely destitute. I see no way to get food for our support during this coming summer.

I am almost sure to get worsted by them in the end, but I am going to fight them all I can, and as long as I can. I shall await your views upon this matter with great anxiety.

Accept, most honored sir, my sincere gratitude, in condescending to pay attention to, and your ever promptitude to answer, my communications.

Your most humble servant,

JOSEPH D. GURNOE.

Hon. HIRAM PRICE,

Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, May 15, 1884.

SIR: I inclose herewith a copy of a letter received from Mr. Joseph D. Gurnoe, complaining of the high prices charged the Indians by Dobie & Stratton, licensed traders on the Lac Court d'Oreilles reserve, and stating that those Indians who have dealt with them during the past winter have failed to better themselves by logging operations, owing to the enormous prices paid, whilst those who have sold their logs to other parties have, with very few exceptions, done well, and are now flush with money.

Mr. Gurnoe, it appears, has been acting as agent for Dobie & Stratton in the procuring of logging contracts, they furnishing him with goods at a discount of 20 per cent. to be supplied to the Indians making such contracts with the firm. Some difficulty has now arisen between them on the settlement of his (Gurnoe's) accounts, mainly owing, as it appears, to Doby & Stratton's applying a balance due Therese Bellisle, on her individual contract, as a credit on Gurnoe's account.

I have advised him that upon the state of facts presented, and in the absence of any authority to that effect from Mrs. Bellisle, Dobie & Stratton would, in my opinion, have no right to make such application of the balance due her.

You will investigate the circumstances of this case, and see that Mrs. Bellisle is properly protected in her rights as against the traders, and that whatever balance is lawfully due under the contract is paid to her.

You will also examine into the prices charged by Dobie & Stratton, and ascertain how they compare with those charged at other stores where the Indians deal. If, as stated by Mr. Gurnoe, they can afford to allow him 20 per cent. discount and still make a profit on their goods, as it is reasonable to suppose they do, it is not surprising that the Indians who make contracts with them find themselves short at the end of the season. Dobie & Stratton should be required to supply the Indians at fair and reasonable prices, not higher than under similar conditions they can purchase elsewhere, and unless they are willing to do this it will be a question for the consideration of this office whether any further contracts with them will be approved.

The account referred to by Mr. Gurnoe (which is very lengthy) has been returned to him.

Your early report upon the foregoing matter is desired, and I shall be glad to have the results of the past season's logging operation as early as convenient.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

WM. R. MURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS, May 15, 1884.

SIR: This office is in receipt of a recent letter from you (without date), from which it appears that you have been acting as agent for Dobie & Stratton, licensed traders, in the procuring of logging contracts with sundry Indians holding patents to lands on the Lac Court d'Oreilles reserve, they furnishing you with goods at a discount of 20 per cent. to be supplied to the Indians making such contracts.

It further appears that you entered into an agreement with Therese Bellisle, to cut and land certain logs, which she had contracted to sell to Dobie & Stratton, at the rate of \$3 per 1,000, it being understood that you should assume payment of her indebtedness to the firm for supplies furnished. When you came to have a settlement with Dobie & Stratton, you find that the cash balance properly due to Mrs. Bellisle under her contract has been credited to your individual account with them, and they now refuse to pay her the amount.

You ask my opinion as to the right of Dobie & Stratton to make this application of the money.

Upon the state of facts presented, and in the absence of any direction from Mrs. Bellisle that the money should be so applied, I am of opinion that Dobie & Stratton have no such right. The contract referred to appears to have been made by them with Mrs. Bellisle; supplies have been furnished to her on account thereof by you, acting as Dobie & Stratton's agent, and upon its completion, she would, provided she has not authorized any other disposition of the money, be legally entitled to receive whatever balance is coming to her.

Other points in your letter, which mainly refer to exorbitant charges of Dobie & Stratton in their dealings with the Indians, have been referred to Agent Durfee for investigation.

I return the account which was inclosed with your letter.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

Mr. JOS. D. GUÉNOE,
Lac Court d'Oreilles reserve, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, June 6, 1884.

SIR: Referring to Department letter of 15th ultimo (L 8584, '84), inclosing copy of a communication from Mr. J. D. Gurnoe, of Lac Court Oreilles, I would respectfully report that the matter as between Mrs. Therese Bellisle, Gurnoe, and Dobie & Stratton has been settled. In relation to the general matter of the letter, the circumstances, as near as I can learn, are that Mrs. Bellisle, with whom Gurnoe lives as man and wife, and for whom he is the business manager, made a contract with Dobie & Stratton for the sale of her pine. Gurnoe, who was to put it in, then commenced drawing from Dobie & Stratton, put up buildings and cut roads all through her land, and made all the necessary improvements for successful logging, and then commenced work on pine for other parties.

Messrs. Dobie & Stratton furnished him a large amount of supplies, including four horses, four oxen, camp outfit, etc., keeping the matter as one account, making no separate account with Mrs. Bellisle. Seeing that Gurnoe was coming behind, they urged him to put in his own or rather Mrs. Bellisle's logs, but he preferred to continue his work for other parties. The result was Gurnoe came out away in debt, which debt is utterly worthless to Messrs. Dobie & Stratton, and Mrs. Bellisle—virtually Gurnoe—has a very large share of the work of logging her land for next winter done and has put in but very little of the timber. I informed Messrs. Dobie & Stratton before receiving your communication that however the matter might be as a matter of equity, that I could not see any way for them to collect Gurnoe's debt from the Bellisle logs, but that they must pay for their want of sagacity in trusting him after the length of their acquaintance, and advised them to settle on the best terms he would propose and leave him alone for the future.

He is a sharp, well-educated half-breed, plausible, and, in my opinion, his idea of honesty is synonymous with want of common sense. The goods which Dobie & Stratton furnished him for sale they furnished at cost, as they had no post at that time at Lac Court Oreilles, and it was in consideration that he should assist them in their logging contracts. Finding that he was trusting the goods out and coming in debt, they stopped the arrangements. I have no doubt he tells the truth about the amount of lying he did in their interest, except he underestimates the number with which he compares them. I have compared the prices of Dobie & Stratton with others in the vicinity, and think they average about the same and are not greater than a man should have doing that business. As Mr. Gurnoe states, there are stores all about the vicinity equally accessible to the Indians and the competition is sufficient to keep their prices reasonable. They are, I believe, honorable business men and parties contracting with them were as successful as with others. They state, and I believe it to be a fact, that they would much prefer locating off the reservation and taking their chances with the others were it not for the large expense they have been at for buildings, etc., at their present location.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., May 17, 1884.

SIR: In accordance with instructions contained in your telegram of 9th instant, I left this office on the 12th to visit Lac Court Oreilles Reservation to investigate the circumstances of payment to Thayer by the Pioneer Lumber Company, for logs sold by Moien and Shibagishigoqua. On my arrival (Tuesday, the 18th) I found that Thayer

was in Saint Paul purchasing goods and had been absent for the past week. I looked up first Shibagizhigokwa, whom I found living at Thayer's house. I took her by herself and told her what was the object of my visit and that I wanted the exact facts. I told her that reports had come to me that she did not wish Thayer to draw her money, and that he having drawn it was not using it for her benefit, but that she was suffering for the necessaries of life. I give her reply as nearly as possible in her own words. Shibagizhigokwe says: "Thayer has always furnished her what she needed, that he is the only white man whom she knows upon whom she could depend, that he selected the land for her, that he is furnishing her with what she needs, that she authorized him of her own free will to draw her money, and that she is still of the opinion that he is the best person to care for it and for her interests, that she is amply supplied with all she needs, and that Thayer has contributed principally to her support for the last six years."

Moien says she gave Thayer authority to draw her money, and is entirely satisfied that he should have charge of it. If she had it herself everybody would have it, and she likes this way best. She gets what she wants, money and goods, from Thayer, and has been in the habit of doing so in years past when in need. She gave the order to Thayer to draw the money of her own free will. I told her that I had heard that she was in destitute circumstances, and that Thayer was not supplying her wants. She replied that whoever told me so lied; that she was supplied with everything she needed. That she tried to economize so that the money would last her a long time, but that her husband was extravagant. These statements were made to me freely in answer to my questions, and without any influence being brought to bear, no one upon the reservation knowing of my coming, and I believe they are the actual sentiments of the parties. These women are old. One of them, Shibagizhigoqua, quite feeble, a widow, living principally with Thayer's family.

My impression is that the arrangement is the best they could have made, as if the money was paid to them directly it would through the influence of the other Indians go like chaff, and without their getting any permanent benefit.

Thayer's wife, Go-gi, also expressed herself as entirely satisfied with his having drawn her money, and also said that it was very much better that he should have charge of her aunt's money, as he had always cared for them, and they were not capable of caring for themselves.

She said that Moien's husband, who is much younger than herself, had whipped his wife for not furnishing him money to go about to the different reservations, he being a sort of leader of the dancing Indians, and that he was the author of the reports which I had heard. Neither of these old women have any children, their nearest heir being Mrs. Thayer. Upon Thayer's return I instructed him to open accounts giving the parties credit for the amount received and have the accounts plainly itemized so that they could be readily examined in case it should be desired at any time by the Department. I notified Mr. Wilson, of the Pioneer Lumber Company, that the logs must not be driven until authority was received from the Department. As these logs are in a small stream, and it is necessary to drive them on the early freshets to make them available for this year, Mr. Wilson, was very desirous to receive the necessary authority at as early a date as possible to avoid unnecessary loss. I would respectfully ask as a matter of equity to him your early attention to the matter. The sums drawn by Thayer over and above the expense of banking the logs were, for account of—

Moien	\$4,405.00
Shibagijigokwe	2,352.30
Go Gi (his wife)	4,375.75

Thayer is now keeping a store adjoining the reservation near Pahquahwong.
Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, May 27, 1884.

SIR: I have received your report of the 17th instant, of the investigation had in the matter of the payment to Mr. Thaddeus Thayer by the Pioneer Mill Company of certain moneys due to Go-gi (Thayer's wife), and Moien and Shibagizhigokwa (her aunts), under logging contracts entered into by them respectively with said company; from which it appears that the reports heretofore made as to the destitute condition of the two last-

named women are without foundation; that each, of her own free will, authorized Thayer, who has mainly supported them for years past, to draw her money from the company; that they get all they want in money and goods from Thayer; and that they each express the utmost confidence in him and appear perfectly satisfied with the arrangement made, and that he should continue to have charge of their moneys.

You express the opinion that the arrangement is the best these women could have made, as if the money had been paid to them directly it would, through the influence of other Indians, be rapidly squandered without their getting any permanent benefit.

It appears that Go-gi (Thayer's wife) has also expressed herself as entirely satisfied with the disposition of her money in the payment to her husband.

You state that you have instructed Thayer to open accounts, giving the parties credit for the amounts received, and to have the accounts plainly itemized, so that they can readily be examined in case it should at any time be desired by the Department.

Under the circumstances stated, and there being no imputation of bad faith on the part of the Pioneer Mill Company in the matter, I do not perceive that this office can interfere further as against the company; and if the contracts have been completed and all moneys lawfully due thereunder paid, you are authorized to permit the removal of the logs. The contracts have been approved and will be forwarded as soon as recorded.

In his recent report of inspection of La Pointe Agency Inspector Benedict, in speaking of these particular contracts, states that he is informed by some of the business men of Ashland that Mr. Thayer is "pecuniarily irresponsible; the result of his obtaining this sum of money from the Pioneer Lumber Company, which should have been paid to these three women, will be to enrich himself at their expense."

Whether this is true or not, it would seem only proper that Mr. Thayer should furnish approved security for the moneys placed in his hands by Moien and Shibagiznigokwa, and you will use all possible endeavors to obtain such security from him.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

WM. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

PIONEERS LUMBER COMPANY,
Eau Claire, Wis., May 23, 1884.

SIR: The Pioneers Lumber Company have suspended their driving operations on the Lac Court Oreilles Indian Reservation in accordance with your instruction to Agent W. R. Durfee, and as this action will cost us some money and it may be much delay in getting our logs to the mill at Eau Claire, I thought it but justice to our company, and all concerned, to offer for your consideration the following facts, in hopes that you will remove the interdiction at as early a date as possible. We have paid every cent and dollar to the Indians from whom we purchased logs, in gold, on or before the 15th April last, and before any of the logs were moved from the landing, the payments being all made under the direction of the agent, who had an accountant on the ground on the day of settlement, who scrutinized the accounts and went over them item by item and explained them to the Indians in interest, who were all completely satisfied. It has been the intention of our company to live up to their contracts made with these Indians through and under the direct supervision of your Department for their benefit, and to do a little better by them than others buying logs of them for the following reasons, if no other: We are the only parties buying logs of these Indians who manufacture the logs; the other buyers resell and must have a profit. We are anxious to so deal with the Indians that they will see that it is to their interest to deal and sell to us.

When we commenced buying logs last fall from this reservation we found parties there who had previously purchased the Indian logs. These parties treated us as interlopers, trespassers, and meddlers with their business, and caused us much trouble and expense through their influence with the Indians and the farmer—so much, in fact, that Agent Durfee for a time was under the impression that we were not following his instructions. We have no doubt that Agent Durfee is now satisfied that we used our utmost endeavors to comply with his rules and instructions in every case when we understood them, and well knows that we could not afford to do otherwise, as we had given large bonds to the Government, and should we forfeit them our punishment would be severe and sure. We desire to deal with these Indians in the future—to buy their logs, etc.—and believe that we can afford to pay better prices for their logs than any other company operating on the Chippewa waters, and will do so if we can have just and fair treatment (of which we have no doubt) from those who have these Indians in charge. The logs we have already purchased from the Indians last season (1883-'84)

amount in value to about \$50,000, every dollar of which has been paid, and at the times and dates agreed upon, and we have purchased about the same amount from other parties. Now, by the suspension of the Indian drive we necessarily are compelled to stop the drive on our other logs on the river, as they have come down and are mixed in with the Indian logs, and by complying with your order (unless soon revoked) we will soon be compelled to shut down our mills for want of logs, and if we are delayed until the spring "drive" is over the damage to our business will be almost incalculable.

We do not believe that it is your intention or desire to cause us any embarrassment, or to injure us in our affairs, but you can easily see from the above statement that you are in great danger of placing us in a very unpleasant (not to say dangerous) situation in regard to our business for the present season. We are under the impression that the post traders, Messrs. Dobie & Stratton, who appear to believe that all the Indian timber belongs to them, have caused us this delay and trouble, as it is no doubt greatly to their pecuniary interest in the future to keep other parties from buying the Indian logs. Especially are we aimed at, as we are in condition to pay more for the property than Dobie & Stratton can sell for to other parties after paying to the Indians what we are prepared and able to offer them. I would very much wish to see you before any contracts are granted for next season's logging, and will come to Washington and consult with you on the subject, if you have no objection. I think I can make some suggestions which will be of advantage to the Indians on this reservation, having given the subject much consideration.

Will you be kind enough to give the matters mentioned above your very early attention? Our sawing season here is very short and we are depending on your prompt action for logs, without which our business for this season will prove disastrous.

Very respectfully, your obedient servant,

R. F. WILSON,
Vice-President and Manager Pioneer Lumber Company,
Per F. WILSON, *Secretary.*

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, May 28, 1884.

SIR: In reply to your letter of the 23d instant, I have to say that Agent Durfee was, by letter of yesterday's date, directed to permit your company to drive certain logs purchased of three Indian women, viz: Go-gi, Moien, and Shobagizhigokwa, the removal of which had been temporarily interdicted pending an investigation into the circumstances connected with the payment to Mr. Thayer of the moneys due thereon, as to which payment this office had but very imperfect data at the time the order of suspension was issued.

It is due to the Pioneer Mill Company to say that no imputation rests against them in the matter referred to, and so far as this office has any knowledge the firm of Dobie & Stratton is not responsible for any delay or trouble that may have arisen, as you seem to think.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

R. F. WILSON, Esq.,
Vice-President Pioneer Lumber Company, Eau Claire, Wis.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, June 23, 1884.

SIR: You will please forward to this office, as early as practicable, a report upon the results of the last season's logging operations on the Lac Court d'Oreilles, Bad River, and Red Cliff reserves. Certain incomplete abstracts furnished by you to Inspector Gardner have been filed with his report, but of the practical outcome to the Indians, and result, beneficial or otherwise, which is the most important feature, this office has received no information from you.

Very respectfully

H. PRICE,
Commissioner.

WILLIAM R. DURFEE, Esq.,
U. S. Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., June 27, 1884.

SIR: Referring to Department letter of June 23 (L. special), apologizing for the delay which has been caused by a constant press of business in this office, I have the honor to report that the logging operations upon the reservations in this agency have been in the main satisfactory to me and I think profitable to the Indians, both pecuniarily and as a matter of education. I have no doubt that could the stumpage be sold directly to buyers, with authority to put in the pine with white crews, that the individual owners would realize more for their pine, yet I still deem the present method of disposing of the timber, with some modifications which I shall have the honor to suggest, as much the most advantageous to the Indians. By selling the stumpage the owners would receive their payments without labor themselves, the remainder of the Indians would be left in idleness, in a short time the timber would be entirely cut off and the Indians, not having acquired the habit of labor and being naturally improvident with money easily acquired, would be poorer and more dependent than ever.

The disadvantages of the present system are that the anxiety to realize causes them each to be in a hurry; to contract his pine; then the competition for labor runs the wages up exorbitantly leaving a small margin for stumpage. The money is however generally distributed among them, and all are well fed and well clothed from the results of their labor, there being no poverty or want upon the reservations. Owing to their want of knowledge of logging operations the Department has allowed upon my recommendation the employment of white foremen, cook, and teamsters in the lumber camps. They have now had sufficient experience upon the three reservations where logging operations have been carried on in my opinion to dispense entirely with white labor and I would respectfully recommend that white labor hereafter be entirely dispensed with, allowing, of course, a white contractor to employ at his own expense a man to see that the work is properly done according to contract. I make this recommendation for the following reasons: Allowing white labor under restrictions leads inevitably to a violation of the regulations. The work is scattered over such an extent of country that I can not give it constant supervision, and when I visit a camp there is always some excuse either that there is no work for the teams and they can't pay white men to lay idle—something to account for white men chopping and sawing.

With the help of white labor the work of denuding the reservations is progressing more rapidly than is desirable.

With Indian labor alone I think on Lac Court Oreille Reservation there is timber to furnish employment and support for that band for forty years, and upon Bad River for nearly as long a time. I would recommend that those Indians who have been logging and have teams and camp outfits be allowed to take contracts from other Indians to put in their timber at reasonable prices, availing themselves of the proceeds of their industry, thrift, and experience. I think that this would be desirable for all parties. It would be desirable if possible to restrict the parties allowed to contract for this timber, say to licensed traders. I am aware that charges of monopoly and favoritism would be made, but in no other way that I can see can a proper control be kept over the amount of timber contracted for and the rate of wages. It is very difficult with open competition for me to decide that this Indian shall contract his pine and that one shall not, or that this white man shall make a contract and that one shall not. The result is, preparation for more work than can be done, and the labor market being limited it is run up by competition to exorbitant rates at the expense of the stumpage. I presume this arrangement, however, could not be made. As a suggestion of this sort looks as though it might cover a job, I desire to disclaim here any personal interest in the matter further than that I believe it would be beneficial to the Indians.

Many of these Indians are making good use of the money they have received; some of them are no better off than before. Their unusual supply of money has of course induced unprincipled parties to furnish them whisky, and there has been much drunkenness among them. Upon the whole, I believe the business results have been favorable, and I know of no plan for doing this work which in my opinion would accomplish more for the benefit of the Indians. If control could be exercised over the expenditure of their money it might accomplish more, but the inducement to labor would be withdrawn, and this I consider one of the most important points. The soil upon Lac Court Oreille and Bad River Reservations is of good quality, and if it were possible to keep whisky out I should have great hopes that in the near future these would be among the most prosperous lumbering and farming communities in the State. In this connection I would say that I asked Inspector Gardner to recommend the appointment of an Indian agent for Lac Court Oreilles Reservation, detaching it from this agency, and I would respectfully make this recommendation myself. It will be evident that with the multiplicity of my duties I can not have the time to give the work upon that reservation the

close supervision which its magnitude requires; and it seems to me that a first-class man could put in his full time there to advantage, and that the business interests of the reservation could well afford to pay the expense.

Very respectfully,

W. R. DUFFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Inclosure.]

Results of logging operations upon Lac Court Oreilles Reservation, La Pointe Agency, for winter of 1883-'84 (net profits to contractors).

Name.	Oxen.	Horses.	Camp outfit.	Cash balance.
Mrs. Aozay.....	\$185.00		\$100.00	\$440.00
Josiah.....			100.00	250.00
Messoibe.....		\$400.00	150.00	100.00
Mudjikiwis.....			50.00	250.00
James Vernette.....				200.00
Alex. Slater.....				130.00
John Bat La Roche.....	320.00			1,033.74
Wajashk.....	180.00		350.00	
Alex. Benton.....				19.47
Ogabekameg.....	200.00		240.00	1,450.00
Netagabow.....				58.00
Alex. Bastoine.....				624.35
Ojawashkogijig.....				7.59
Wezon.....				243.00
Ombanakwadokwe.....			150.00	1,317.00
Vincent Ondig.....		450.00		1,211.00
Alex. Corbine.....			225.00	494.28
Gj-wi-sa-bi-nes.....			50.00	120.08
Wa-gi-shi-gan.....			50.00	266.38
Wa-ba-ga-ma-gun.....			35.00	125.00
Bemosekwe (first).....		400.00		1,200.00
Odahbdahzhionokwe.....			300.00	718.33
John Bedod.....		125.00	*140.00	461.51
Andig, jr.....			50.00	
Therese Bellisle.....	180.00		350.00	600.00
Mitigoming.....	180.00		250.00	111.43
Gagijigossung.....	180.00		400.00	591.00
Antoine Denasha.....	320.00	350.00	50.00	1,329.24
Bemosekwe (second).....		475.00	250.00	
Kioahkibos.....				203.64
Sophia Dandy.....				300.24
Gogi.....				4,375.75
Molan.....				4,405.00
Shibagijigokwe.....				2,352.30
John La Roche.....	240.00	600.00	400.00	
Boshking (nothing due).....				
Manadis Bellisle.....	600.00	150.00	400.00	
Ozhawashkogijigokwe.....			100.00	
Louis Hall.....				100.30
Nakins.....				597.27
Beshigobinis.....				765.03
Wishigan.....				433.34
Sheehibidinigan.....				600.59
Billy Boy.....				2,369.64
Sa-gud-joe.....				1,886.88
Ga-ka-ke.....				725.02
	2,585.00	2,950.00	4,640.00	32,466.40

* Lumber.

RED CLIFF.

Joseph Roy (new house).....	\$400.23
J. B. Goslin (horses and wagon, \$375; house and lot in Bayfield, \$1,000 in debt).....	80.00
Abidosh.....	189.32
John Buffalo, jr. (two horses, \$150; camp sleds, \$90).....	334.01
John Gordon, jr. (horses, \$230; sleds and harness, \$73).....	177.37
	cash balance.....

1,190.13

BAD RIVER.

	Cash balance.
James Denomie	\$421. 20
Antoine Denomie	1, 742. 65
Schabondishkong	582. 39
Nodin	1, 409. 96
Henry Denomie	2, 102. 40
Frank Sky	758. 74
Henry Manypenny	312. 30
J. B. Dufault	2, 021. 98
Mary Amonse	808. 80
Waboz Mindimoie	209. 73
Charles Haskins	1, 186. 68
Majigabow	209. 20
Michel Jameese	262. 68
John Kiaweiash	155. 15
George Messinger	475. 96
Nawakamigwebi	792. 02
John Green	406. 06
Gitchi Sabadie	896. 70
John Kakagon	1, 273. 95
Makadmigokwe	840. 17
John Medwegan	616. 16
Joe Martin	404. 46
William Knight	275. 55
James Doolittle	237. 93
Ogimagijigokwe	45. 70
	18, 448. 52

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., July 10, 1884.

SIR: I have the honor to invite your attention to the remarks of Inspector Gardner, as contained in his report to the Department of 6th May last, on La Pointe Agency, Wis., with reference to the logging operations by Indian patentees upon the several reservations within the jurisdiction of said agency, as authorized in Department letter to Hon. Angus Cameron, September 28, 1882, a copy of which was, as directed, duly transmitted by this office to Agent Durfee as a basis of instructions, on the 11th of October following.

These instructions were substantially as follows:

"Indians who have received patents for their lands will be permitted to cut and sell the timber from three-fourths of the tract patented, leaving one-fourth of the timber in a compact body intact, for future use for fuel, fencing, etc.

"They will not be permitted to sell stumpage, neither will white crews be permitted to do the work, but the Indians themselves must cut and sell delivered on the bank of a driving stream, lake, or at mill, as may be desired.

"The logs to be paid for from time to time as may be agreed between the contracting parties, final payment to be made before they are removed from the landings. White men logging upon the reservation to be considered and treated as trespassers.

"The scale to be by a party approved by the United States Indian Agent in charge of the reservation, the scaler to be paid equally by the first and second parties to the contract. All contracts, in order to be valid and binding, must first be approved by the United States Indian Agent and the Commissioner of Indian Affairs."

After recommending that a delegation of not more than ten Indians, to be selected from the various bands attached to the agency, accompanied by the agent and an interpreter, be permitted, in accordance with their earnest request made to the inspector, to visit Washington for the purpose of adjusting certain claims they allege to have against the Government—the settlement of the troublesome question of applications of mixed-bloods for allotments of land within their respective reservations; the construction of the Northern Pacific Railroad upon the Bad River reserve, and of the application of the Ashland Boom and Canal Company to use the White and Bad Rivers on the Bad River reserve for booming purposes, and other matters, Inspector Gardner says:

"Should this application to visit Washington be not favorably entertained I would most earnestly recommend that Agent Durfee be ordered to report in person to the Department for an interchange of views regarding the most satisfactory manner of dispos-

ing of the timber on allotted lands, as in my opinion the present mode is liable to fraud, misunderstandings, annoyances, and confusion, and in a good many instances no material benefit is derived by the Indians from the present mode of disposing of their timber. It will be observed from the reports of timber cut within this agency on Bad River, Red Cliff, and Lac Court d'Oreilles, that the aggregate is considerable, amounting to 47,963,389 feet, or approximating forty-eight millions. Attention is invited to the inclosed statement of Agent Durfee, marked Exhibit No. 2. I am credibly informed that a good many of the Indians who sold their stumpage at prices from \$2 to \$2.50 per 1,000 feet did no labor whatever toward cutting the timber or trying to clear the land; that they received their money for same, and now spend their time in idleness and the money as suits their whims. * * * By reference to Exhibit No. 2 it will be seen that quite a number of the Indians cut and delivered logs without the knowledge or consent of the agent, and when he did ascertain that they had done so he sold the same at public sale without advertisement, but subject to the approval of the Hon. Commissioner of Indian Affairs. It is rather a late day to ask for approval. The Indians have been paid for the logs and stumpage, and the purchasers have, to all intents and purposes, received the logs. I recommend no further action in this matter, as I believe Agent Durfee did it in good faith and for the best interest of the service.

"I ascertained from the records of the office that the Lac Court d'Oreilles Reservation contains 69,136 acres; that in 1883 there were 842 Indians living upon the same, but that they have now increased to about 1,041, all told, and that 283 patents of 80 acres each have been issued by the Department, and that 148 additional selections have been made for allotments and patent, but have not yet been forwarded by Agent Durfee to the Department. It is estimated that there is 200,000,000 or 250,000,000 of pine yet on the Lac Court d'Oreilles reserve. Should the Indians be permitted to cut the same as during last season but a few years would elapse until the reservation would be stripped of timber.

"I apprehend it was not the intention of the Department to permit this wholesale lumbering, but that it is the desire that each individual Indian allottee should do some work towards clearing up his land or his 80-acre allotment. If such was the intention, the Indian has failed so far to do so. I am at a loss to recommend what would be for the better for the future cutting of the pine timber on these reserves, only this: I would respectfully recommend the discontinuance of the present mode, and perhaps in the interview solicited for Agent Durfee a different and a better mode may be arrived at than at present."

During the season of 1882-'83 forty-two contracts (prepared in accordance with the form approved by the Department November 1, 1882) made by individual Indians holding patents for lands on the Lac Court d'Oreilles, Bad River, and Red Cliff reserves, respectively, variously calling for from 30,000 to 900,000 feet of pine timber at prices ranging from \$5 to \$6.50 per 1,000 feet, according to quality of timber, with bonds to insure the faithful performance thereof by the purchasers, were submitted by Agent Durfee and approved by this office.

The result of these operations appears on the whole to have been very satisfactory, the Indians for the most part coming out considerably ahead of their contracts. For detailed reports I beg to refer to Agent Durfee's letters of April 17th and May 7th and 15th, 1883, herewith, marked respectively A, B, and C, from which I make a few extracts:

LAC COURT D'OREILLES RESERVE.

- "Ondog, or Alex. Bellisle.—Contract 500,000; has banked 508,680 feet at \$5.50 per 1,000 (in addition has skidded logs to value \$1,300, and has banked 1,003,000 feet for Sherman Lumber Company at \$3 per 1,000); has built two good houses and one stable; and has bought three yoke oxen, one span horses, two log sleds, one tote sled, and one year's provisions, and has \$1,200 coming to him in June from Sherman Lumber Company, and has received payment in full for above logs.
- "Baupies.—Contract 400,000; banked 373,000 feet at \$5.50 per 1,000; has built house and barn; bought a good yoke of cattle, a cow, a fair logging kit, comprising cook-stove, blankets, etc.; has \$150 provisions on hand, and received balance \$391.94 in gold; is free from debt, and prepared to cultivate 10 acres this spring.
- "Pin-wa-wis-con-o-kwa.—Contract for 200,000; banked 153,350 feet, at \$7 per 1,000; has now a good house, a yoke of cattle, and received balance, \$409.50, in gold; is free from debt, and will plant potatoes, corn, and put in 6 acres of grass.
- "Ga-ba-way.—Contract 400,000; has banked 369,000 feet, at \$5.50; did not work, and has not done well; has three horses, logging sled, stove, and blankets; built two houses and one barn, and is out of debt.
- "Ee-ji-go-iash.—Contract 300,000; banked only 76,200 feet; has made no improvements, and comes out \$52 in debt.

"Skin-gi-bish.—Contract 200,000; banked 146,000, at \$6; done poorly; had a good chance, but would rather play poker; had some provisions left, and is out of debt.		
"Mu-ku-da-ge-sik.—Contract 200,000, at \$6; only got in 96,000; tired of the job, and came out \$40 in debt.		
"Ogwegan.—Contract 500,000; banked 326,000 feet, at \$6 per 1,000; did very well; stove, blankets, and provisions left, and received \$804 in gold. (Report, April 17, 1883, A.)		
"Frank Oshogay.—Banked 197,740 feet, at \$6.50.		\$1,285.31
Store bill.....	\$545.36	
Two horses, harness, and sleds.....	460.00	
Cash to balance.....	279.95	
		1,285.31
"Wezhegan.—Banked 147,420 feet, \$6.50		958.23
Paid Indians for banking	\$515.97	
Paid store bill.....	77.71	
Paid cash to balance	364.55	
		958.23
"Baptiste.—Banked 102,000 feet at \$6.50.....		663.00
Store bill.....	\$201.37	
Man and team 20 days, at \$4.50.....	90.00	
Cash to balance.....	371.63	
		663.00

(Above are extracted from report May 15, 1883, C.)

RED CLIFF RESERVE.

- "J. B. Goslin.—Banked 689,281 feet; on settlement he had two yoke of oxen costing \$320, and a cash balance of \$361.70, which has been paid him.
- "Joseph Ray.—Banked 751,206 feet; received cash balance \$600.
- "John Buffato, jr.—Banked 326,835 feet; has one pair horses and harness costing \$450, and is in debt on balance of account \$92.96."

Appended to this report are the following remarks by Agent Durfee:

"These Indians do not and can not be made to do their work as economically as white men; with good credit they buy many needless articles and support many of their friends and neighbors. I have requested contractors to furnish them as little in supplies and money as they could during the operations, and endeavor to keep them in such condition that a handsome balance in the spring might show them the benefit of labor and economy. * * * I regard the result as very satisfactory. The Indians, in addition to the above, have household goods, implements, etc., and are in much better condition than before the commencement of the work." (Report May 7, 1883, B.)

During the season of 1883-'84, just closed, the operations have been on a more extended scale, eighty-eight contracts in respect of the three reservations, just double the number in the previous season, having been entered into and approved, independently of the cases referred to by Inspector Gardner, in which the logs were cut and banked by the Indians without contract.

From the abstracts of logging operations furnished by Agent Durfee to Inspector Gardner I gather the following statistics:

LA COURT D'OREILLES RESERVE.

Number feet of logs banked, 31,591,950; average price per 1,000, about \$6; amount in value as per schedule, \$187,880.08, exclusive of certain accounts in which the figures are not carried out, owing to discrepancies in Indian names in the scaler's reports; but inclusive of those cases in which no contracts were made, as above stated.

BAD RIVER RESERVE.

Number feet logs banked under contract, 9,142,330; average price per 1,000, about \$6.50; amount in value, per schedule, \$57,991.37; add on Palmer contracts, improperly scaled, and figures not extended, 3,200,000; number feet cut without contract, 1,023,018; total number feet cut on this reserve, 13,365,348.

RED CLIFF RESERVE.

Number feet logs banked, 3,005,991; average price per 1,000, about \$5.50; amount in value, per schedule, \$13,761.31; exclusive of cases in which no contracts were made and in which money value is not extended.

The foregoing figures, although necessarily incomplete, indicate the extent of operations during the past logging seasons, showing that over 48,000,000 feet of timber have been cut and banked by the Indians, representing a money value of over \$250,000.

Patents for allotments on these three reservations have been issued from time to time as follows, viz:

Lac Court d'Oreilles	281
Bad River	216
Red Cliff	30
Total	527

In addition to the above twenty-one allotments on Bad River reserve are now waiting approval in this office.

Of the holders of these patents probably from 150 to 175 have availed themselves of the privilege to cut and sell the timber on their tracts, including those who have done so without contract, and it is fair to presume that if the system is to be continued the coming season's operations will be largely in excess of all previous ones.

The jurisdiction of La Pointe Agency extends over nine different reservations located in the States of Wisconsin and Minnesota respectively, viz:

Wisconsin.—La Pointe or Bad River, Lac Court d'Oreilles, Red Cliff, Lac du Flambeau.

Minnesota.—Bois Forte, Deer Creek, Fond du Lac, Grand Portage, Vermillion Lake.

With the exception of Fond du Lac, all the reservations in Minnesota are situated at points remote from the agency, and inaccessible except during the winter season, a large portion of which the agent is compelled to devote to visiting those reservations distributing annuity goods, making payments, etc., thereby preventing him from giving the logging operations, upon the reservations nearer home, that close personal supervision which the importance of the subject demands.

In this connection I beg to call attention to a copy of a letter inclosed herewith, marked G, written by Agent Durfee on the 17th December last to Hon. Isaac Stephenson, M. C., in which, referring to the logging business, he says:

"This is the most important work in the agency, involving, as it does, a large sum annually. The duties of my office are such that I can not give the business the close supervision which it should have; in fact, as you can see, one man could not under any circumstances efficiently superintend the work, scaling, etc., upon all these reservations. It is important that a practical lumberman of intelligence and honesty should be employed upon each of the reservations who could estimate the quantity and price of logs to be cut, to guide me in approving contracts, and to see when contracts were made that the work was properly done, and the logs properly scaled so that the Indians may derive full benefit from their property and labor."

It is only due to Agent Durfee to say that, so far as this office is able to judge, the extra duties imposed upon him by reason of this new undertaking of the Indians have been faithfully and zealously performed, an opinion which is confirmed by Inspector Gardner, when, speaking of the agent personally, he says: "In his intercourse with the Indians intrusted to his care, I believe his every-day actions tend to their advancement" (copy report of Inspector Gardner, May 6, 1884, herewith, marked H).

Since the foregoing was prepared I have received from Agent Durfee the inclosed letter, dated 27th ultimo (marked I), transmitting a statement of the results of the logging operations upon the three reservations before mentioned for the season 1883-'84, showing the net profits to the Indians engaged.

A summary of this statement shows the following figures:

LAC COURT D'OREILLES.

Cash balances paid to Indians after deducting supplies furnished them	\$32,466.40
Oxen on hand	2,585.00
Horses on hand	2,950.00
Camp outfits on hand	4,640.00
as the net results of the work of 46 Indians.	42,641.40

RED CLIFF.

Cash balances paid to Indians	\$1,190.13
Horses, wagons, etc., on hand	918.00
House and lot on hand	1,000.00
House (value not given)	
	3,108.13

5 Indians

BAD RIVER.

Cash balances paid to Indians	\$18,448.52
25 Indians.	

In transmitting this statement Agent Durfee remarks that the logging operations have in the main been satisfactory to him, and he believes profitable to the Indians, both pecuniarily and as a matter of education, and although he considers that to sell the stumpage directly to buyers, with authority to put in the pine with white crews, would realize more for the individual Indian owners, he still deems the present method with some modifications, the best. By selling the stumpage the owners would get their money without labor; the remainder of the Indians would be left idle; in a short time the timber would be cut off; and the Indians not having acquired the habit of labor, and naturally improvident, with money easily acquired, would be poorer and more dependent than ever.

The disadvantages of the present system appear to consist in the Indian's anxiety to realize, which causes them each to be in a hurry to contract for his pine, resulting in excessive competition for labor and running the wages up exorbitantly, leaving only a small margin available. The money, however (Agent Durfee says), is generally distributed amongst them, and all are well fed and well clothed from the results of their labor, there being no poverty or want upon the reservation.

Owing to the want of knowledge of logging operations, caring for and handling teams, etc., by the Indians, Agent Durfee was at an early stage of the proceedings authorized to allow the employment of white foremen, cooks, and teamsters in the lumber camps. He thinks that the Indians have now had sufficient experience upon the reservation where logging operations have been carried on to dispense entirely with white labor, and recommends that such labor be dispensed with, except allowing a white contractor to employ at his own expense a man to see that the work is properly done according to contract. It would seem from Agent Durfee's letter that the authority to employ a foreman, cook, and teamsters in the camps has been taken advantage of in the employment of white labor to some extent, greater than that authorized, for he says:

"With the help of white labor, the work of denuding the reservation is progressing more rapidly than is desirable. With Indian labor alone I think on Lac Court d'Oreilles Reservation there is timber to furnish employment and support for that band for forty years, and upon Bad River for nearly as long a time."

Agent Durfee then recommends that those Indians who have been logging and have teams and camp outfits be allowed to take contracts from other Indians, to put in their timber at reasonable prices, availing themselves of the proceeds of their industry, thrift, and experience. This, he thinks, would be desirable for all parties.

He also suggests that it would be desirable to restrict the parties allowed to contract for the timber to licensed traders only, in order to properly control the amount of timber contracted for and the rate of wages. He states the difficulties he encounters with the present system of open competition in deciding upon the contracts submitted to him, and shows that the result is preparation for more work than can be done, and the labor market being limited it is run up by competition to exorbitant rates at the expense of the stumpage. He, however, candidly admits that such a course would be open to charges of monopoly and favoritism, although he believes it would be beneficial to the Indians.

Report further shows that many of these Indians are making good use of their money; some of them, however, are no better off than before. Their unusual supply of money has induced unprincipled parties to furnish them with whisky, and there has been much drunkenness among them.

On the whole, Agent Durfee believes that the business results have been favorable, and states that he knows of no plan for doing the work which, in his opinion, would accomplish more for the benefit of the Indians. If control could be exercised over the expenditure of their money it might accomplish more, but the inducement to labor would be withdrawn, and this he considers one of the most important points. The soil on the Lac Court d'Oreilles and Bad River Reservations is of good quality, and if it were possible to keep whisky out the agent has great hopes that in the near future these Indians would be among the most prosperous lumbering and farming communities in the State.

The report concludes with a recommendation for the appointment of an agent specially for the Lac Court d'Oreilles Reservation, detaching it from La Pointe Agency, urging that owing to the multiplicity of his (the agent's) duties he can not give the work on that reservation the close supervision which its magnitude requires, and that a first-class man could devote his whole time there to advantage.

In view of the facts thus presented, and of the conflict of opinion between Inspector Gardner and Agent Durfee as to the best method of disposing of the timber, the former recommending the discontinuance of the present system, but presenting no substitute therefor, the latter contending for its continuance with some modifications as accomplishing the most for the practical education and benefit of the Indians, I have the honor to submit the following questions for your consideration:

(1) Whether or not the present system of logging operations upon the reservations of the La Pointe Agency shall be continued, subject to the modifications recommended by Agent Durfee, except as to limiting contracts to licensed traders only, which, for the reason stated by the agent, I consider impracticable and unwise.

(2) Whether or not, upon the whole showing, Agent Durfee shall be directed to report in person to the Department for an exchange of views in regard to the most effective way of conducting the logging business in the future, having regard to its probable increasing magnitude, the extent of his agency, and the manifold duties connected therewith; and in the event of his being ordered here, whether or not it will, in your judgment, be advisable for a delegation of Indians to accompany him, as suggested by Inspector Gardner.

Personally I am inclined to think that an interview with the agent would result in a better understanding by this office of the logging business and the interests involved, and would avoid much correspondence, which hitherto has occupied a great deal of time at both ends of the line, with every prospect of increase as the logging seasons progress.

There are other matters upon which it is desirable to have a clear understanding with the agent, notably an application of the Ashland Boom and Canal Company, which now has a bill (S. 2277) pending in Congress, granting to it the right to occupy and use certain lands of the Bad River reserve for the purpose of driving, booming, and rafting logs on the White and Bad Rivers, which seriously affects the interests of the Indian occupants of said reserve collectively and individually; also, an application of the Milwaukee, Lake Shore and Western Railway Company to extend its road through the Bad River Reservation.

I would therefore respectfully recommend that Agent Durfee alone be authorized to come to Washington at such early date as he can leave his agency without detriment to the service, for a conference on the subjects herein presented.

As the logging season for 1884-'85 is rapidly approaching, I venture to suggest that early action by the Department in the matter would be desirable.

The return of the papers herewith submitted is respectfully requested.

Very respectfully,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, July 12, 1884.

SIR: I return herewith the inclosures which accompanied your letter of 10th instant, relating to logging operations by the Indians upon the La Pointe Indian Reservation in Wisconsin.

Agreeably to your recommendation, authority is hereby granted for Agent Durfee, of La Pointe Agency, to proceed from his agency to this city, at such early date as he can leave his agency without detriment to the service, for a conference upon the subjects presented in your communication above referred to. The actual and necessary traveling expenses of the trip, stay in this city while upon official business, and return to his agency to be defrayed from funds applicable upon presentation of proper vouchers.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, July 15, 1884.

SIR: Replying to your several communications concerning the logging matters at La Pointe, you are advised that authority has been granted by the honorable Secretary of the Interior for you to visit Washington at such early date as you can leave the agency without detriment to the service, for a conference upon the subjects presented in your letters above referred to; and the actual and necessary expenses pertaining to the trip, including your stay in Washington while on official business and your return to the agency, will be allowed you in the settlement of your accounts, upon presentation of the proper vouchers. It is expected that the Secretary will be absent for the next two weeks, in view of which you may wish to postpone your visit until he returns.

Respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE,
U. S. Indian Agent, La Pointe Agency, Wisconsin.

ASHLAND, August 22, 1884.

SIR: Having cut logs last winter on the Bad River Reservation, and desiring to do so the coming season, I applied to Mr. Durfee some time prior to his visit to Washington for leave to do so. He told me that on his return he would let me know in regard to it. Upon his arrival I asked him in regard to it, but he told me he had to go to Washington some time during the fall, and then on his return he could give me the required information. Now other parties here are making preparations for moving on the reserve for the purpose of cutting logs. If I have to wait until late in the fall it will then be too late to do anything to advantage. I am on good terms with the Indians, being in fact a half-breed myself, although not residing on the reserve. I have a camp there and timber that I did not finish cutting last winter. I have, therefore, taken the liberty of appealing directly to you in the matter. I take the ground that under the circumstances that I have as good right as any to operate on the reserve the coming season.

Will you inform me in regard to it, and oblige,

Your obedient servant,

GEO. M. ARMSTRONG.

The SECRETARY OF INTERIOR.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, August 30, 1884.

SIR: Replying to your letter of the 22d instant, addressed to the honorable Secretary of the Interior, and by him referred to this office, relative to logging operations on Bad River Reservation for the ensuing season, I have to say that Mr. Durfee is perfectly correct when he states that he can give you no definite information about the matter at present. Whether the present system shall be continued or not rests entirely with the honorable Secretary, who is now absent from the city, and until his return nothing can be done. I should not advise you or any others to take any active steps in the matter until after the honorable Secretary's decision is known. It is safe to say that no contracts will be approved by this office pending such decision.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

Mr. GEORGE M. ARMSTRONG,
Ashland, Wis.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, August 30, 1884.

SIR: For your information I inclose herewith a copy of a letter this day addressed to Mr. George M. Armstrong, relative to logging operations on Bad River during the coming season.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

WM. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, January 21, 1885.

SIR: I am in receipt, by Department reference, for remark, of a letter (referred by Hon. Isaac Stephenson on 15th December last) from B. Cornell, dated at Lac Court d'Oreilles Reservation, Wisconsin, deprecating the present system of logging operations on the reservation, and urging the introduction of white labor, and the establishment of a savings bank under charge of the resident Catholic priest, as an inducement to the Indians to save a portion of their earnings.

In reply I have the honor to invite attention to Department letter to Hon. Angus Cameron, dated October 9, 1882, a copy of which was on the same date furnished to this office as the basis of instructions to be communicated by this office to the agent on the subject, in which letter it was (amongst other things) expressly stated that "the timber should be cut by the Indians, and delivered by them on the banks of the river.
* * * Crews of white men can not be allowed on the reservation for the purpose of

cutting the timber. If it should be found necessary, a proper person as agent for the purchaser and at his expense may be permitted by the Indian agent to go among the Indians to see to the proper cutting of the timber, its measurement, etc."

Under these instructions white labor has been excluded from the lumber camps, except in a very limited degree in the employment of white foremen, cooks, and teamsters, rendered necessary at the commencement of the work by the Indians' inexperience in logging operations, caring for and handling teams, etc. The agent is now of the opinion that the Indians have had sufficient experience to dispense entirely with white labor, except allowing a white contractor to employ a man at his own expense to see that the work is properly done according to contract, and the present season's operations are, it is believed, now being conducted on that plan; at least such was the understanding had by this office after Agent Durfee's interview with the honorable Secretary upon the subject last fall.

A brief history of the logging operations upon the Lac Court d'Oreilles, Bad River, and Red Cliff reserves, severally attached to the La Pointe Agency, will be found in the last annual report of this office (see copy herewith, pp. LIII, etc.), from which it will be observed that in his report accompanying the statistics furnished the agent expresses himself as generally satisfied with the work and its results, and although he considers that to sell the stumpage directly to buyers, with authority to put in the pine with white crews, would probably realize more money for the individual Indian owners, he still deems the present method, with some modifications, the best, as a matter of education and incentive to the Indians to labor.

Touching Mr. Cornell's suggestion to establish a savings bank, I would remark that whilst it might be a good thing for the more improvident Indians if control could be exercised over the expenditure of their money, I do not see how it could be done without conflicting with the general theory of the Department in treating the Indian as a free agent *pro hac vice*, capable of making his own contracts, and of properly applying the proceeds thereof. It is a question whether any attempt by the Department to supervise the Indians' expenditure would not result in the withdrawal of all inducement to labor, which after all is one of the most important considerations.

Whilst on this subject I will say that I think that the interests of the Lac Court d'Oreilles Indians can be more efficiently subserved by the appointment of a resident agent for them, some practical man capable of overseeing the important logging business on their reservation, thus relieving the agent at the La Pointe Agency, who already has his hands full in the labors devolved upon him in attending to the eight other reservations at remote distances in Wisconsin and Minnesota under his charge.

Mr. Cornell's letter is herewith returned.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, January 22, 1885.

SIR: I have the honor to acknowledge the receipt through your reference, under date of 15th ultimo, of a letter addressed to this Department by Mr. B. Cornell, dated Lac Court d'Oreilles Reservation—without date—upon the subject of logging operations upon said reservation, with suggestions concerning the introduction of white labor upon said reservation, and the establishment of a savings bank under control of the Catholic priest, etc.

The subject having been referred to the Commissioner of Indian Affairs for remarks, I inclose herewith a copy of his letter of reply of 21st instant, in which he expresses his views upon the subjects presented by Mr. Cornell; also copy of the Indian Office report referred to in the letter of the Commissioner.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

Hon. ISAAC STEPHENSON,
House of Representatives.

CHIPPEWA INDIAN MISSION,
Court Oreilles, Wis., December 19, 1884.

DEAR SIR: I would like to say a few words through you to the honorable Commissioner in regard to lumbering operations on this reservation.

I desire to do this in behalf of the Indians and of the lumbering company on the reservation. The firm of Dobie & Stratton have their headquarters right here, and I board

at their boarding-house, and I can speak confidently and safely of their character and manner of doing business with the Indians.

I feel sure that the agent, Mr. Durfee, and the office in Washington can safely rely upon the statement in regard to this company that in their business transactions with the Indians they will deal honorably and justly, once and always.

I hear often of what has been written the office by some two men perhaps in regard to this company. I am considerably acquainted with these men, and from what I know of them I certainly could not give the least credence to their statements; they are very unworthy men.

A few days since the Government farmer here received a communication from Agent Durfee containing instructions in regard to contracts for buying logs by lumber companies of the Indians, which, if carried out, will result disastrously to the company or companies who are furnishing the Indian supplies for cutting their timber.

The instruction were not to allow contracts to be made by the company for logs to exceed 10,000,000 feet.

This order comes now after contracts are very generally made and the Indians lumbering have already received supplies in teams, sleds, and tools of all kinds necessary for the work and provisions, camp fixtures, etc., to an extent requiring about 15,000,000 feet to make a safe and profitable business to both parties.

If these contracts are now to be revoked, I should suppose it would result in ruin to the company, as the amount allowed to be cut (10,000,000 feet) would not pay for supplies, and would give the company no opportunity to regain the expense and losses of running the business.

The expense of outfitting the camps in the way of hauling supplies, pay of clerk, teamsters, blacksmiths, sled-makers, etc., is very heavy. I think Dobie & Stratton have contracts to the extent of 8,000,000 feet.

The other company have about as much contracted, I am told. I hope this matter will receive the attention of the office, and such instructions will be sent as will quiet all concerned in the business and stop the mouths of these men, whose intent is to demolish everybody and business which they can not control.

Excuse this—I wrote this because I thought it duty to speak.

Very truly yours,

S. G. WRIGHT.

Hon. E. L. STEVENS.

P. S.—It is unfortunate, very, that there is not an agent here to attend to this important business.

The Indians who have sold timber in the past have built for themselves (all done last season) some twenty-five good substantial dwellings, and some have cleared and cultivated considerable land. Too much out (?) ruling by the agent may set this progress all back or bring it to dead standstill, and this is the reason why I venture to speak of it.

The Indians should certainly be allowed to go on and fill their contracts.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., February 18, 1885.

STR: Referring to the contracts for the winter of 1883-'84 for logs upon Lac Court Oreilles Reservation, Pioneer Lumber Company with Gogi, Moien, and Shibagi-shingokwa. This matter I had supposed was closed, but within the last month complications have arisen with regard to it, and I would respectfully ask for Department instructions. The parties to these contracts, as stated in my previous letters upon the subject, are Gogi, wife of Thad Thayer, for many years licensed trader upon the Lac Court Oreilles Reservation, and two old women, her aunts. These parties agreed that Thayer should receive and have charge of the proceeds of the logs for their benefit, which agreement was subsequently ratified by the Department.

Previous to this approval Thayer, with Mr. R. F. Wilson, business manager of the Pioneer Lumber Company, visited my office to inquire if the payment to Thayer would be satisfactory and if I would indorse my approval upon the orders drawn by the women in Thayer's favor. This I refused to do, but told them that an order bearing upon it a certificate of a competent and responsible interpreter that the women understood what they were doing would be satisfactory to me and, I presumed, also to the Department. I gave them the form of certificate which would be satisfactory to me, and also suggested Mr. Wetenhall as a proper party to do the interpreting.

The form is that which appears upon the copies of orders herewith inclosed.

Subsequently I saw the women, and ascertained from them that Thayer was chosen by them to act in their behalf.

This arrangement received my consent, for the reason that I considered the old women utterly unfit to have the control of so much money, and that Thayer, as a business man and their relative, upon whom they had for many years been more or less dependent for support, was the most proper person to act for them.

It appears that Thayer had a further contract with the Pioneer Lumber Company, by which, in consideration of his driving the logs into the main stream, he was to receive a compensation of \$2 per 1,000 upon the logs above the contract price made by the women for delivery upon the bank.

The Pioneer Lumber Company has since become insolvent, but claim to have paid Thayer in full for the logs, and produce orders from the women for the full amount and more in each instance. Thayer denies having received payment in full, and submits a statement showing amounts received on these orders, as follows:

Pioneer Lumber Company to Gogi, Moien, and Shebagishigokwe, Dr.

To 4,453,220 feet logs, at \$6 per 1,000	\$26,719.32
CR.	
By paid for banking logs, at \$3.50 per 1,000	\$15,586.27
Feb. 15. By cash	1,000.00
Feb. 24. By merchandise	903.77
Mar. 12. By merchandise	114.96
Mar. 16. By cash	2,000.00
Mar. 16. By merchandise	39.18
Mar. 15. By cash	20.00
Mar. 15. By merchandise	14.20
Mar. 15. By merchandise, Moien	10.35
Apr. 5. By merchandise	10.05
Apr. 19. By merchandise	2.15
By one-half scale	222.65
	19,923.53
Balance due	6,795.79

This statement substantially agrees with that of the Pioneer Lumber Company so far as it goes, but they claim to have paid on Thayer's order a further sum of \$1,800 for banking the logs and over \$4,000 for driving a portion of them, the two amounts covering the full balance as shown by Thayer's statement to be still due.

The logs were banked by an Indian named Alex. Bellisle on a contract at \$3.50 per 1,000, the Pioneer Lumber Company furnishing him supplies, also supplies for some other camps which he was running. Bellisle's account overran the amount due him on these contracts, and for this amount the order for \$1,800 was given by Thayer, it being a part of his personal contract to see that this work was done, but the amount is not properly chargeable to the women; the \$4,000 for driving is also a charge proper against him, but not against the women. Thayer claims that these amounts were paid on his own personal contract and not against the amounts due the women.

Thayer also bought of a Minneapolis house (Wyman, Mullen & Van Dyke) a stock of goods, giving them his private contract, guaranteed by the Pioneer Lumber Company as collateral security. Including these matters the Pioneer Lumber Company claim that Thayer is paid in full on both contracts; they claim also that having received orders from the women in favor of Thayer, that they were under no obligations to make a distinction in the account, but that the whole business became Thayer's, and any orders from him applied to both matters. Thayer, on the contrary, claims that his personal order for the \$1,800 was on funds due or to become due him on his personal contract, and had nothing to do with the contracts of the women; also, that the \$4,000 charge is also a private matter of his own, and that he never gave any order for this payment.

The matter is too intricate for me to decide and I would respectfully ask for instructions.

A large portion of the logs still remain upon the reservation, amply sufficient for the security of the women if their claim is good, but it needs attention as soon as possible as the logs will be driven out this spring unless steps are taken to prevent. This matter has caused me more trouble and is altogether the most unsatisfactory to me of anything which has occurred during my administration of the affairs of this agency, but under the same circumstances, with the information I possessed at the time, I should take the same course. My error, which I sincerely regret, was overestimating Thayer's business ability, but I hope that the rights of the women may still be secured through the logs.

I have the honor to inclose copies of the orders held by the Pioneer Lumber Company; also a copy of my letter written to Mr. Geo. W. La Pointe, the assignee, upon finding the matter still unsettled.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

[Inclosure.]

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., January 26, 1885.

DEAR SIR: Upon examining the matter of the logs purchased by the Pioneer Lumber Company from Gogi, Maïen, and She-ba-gi-zhi-go-qua, females, members of the Lac Court Oreilles band of Chippewas in this agency, I find that the amount of logs banked under said contracts was 4,453,220 feet, which, at \$6 per 1,000, would amount to \$26,719.32; that there has been paid on this amount, as per statement herewith inclosed, \$19,923.53, leaving a balance still unpaid of \$6,795.79.

Under the terms of the contract the total amount was to have been paid on or before June 1, 1884, and none of the logs became the property of the Pioneer Lumber Company until the full amount should have been paid. Now, unless this matter can be adjusted at once, I shall ask instructions from the Department to sell these logs as the property of these women, to secure for them the balance due under their contracts.

Please let me hear from you at once, as I shall be away from home from now until Friday next, and then shall only be at home for a few days, and at that time I wish to take the proper steps in the matter, which has too long remained in abeyance.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

GEO. W. LA POINTE,
Assignee, Eau Claire, Wis.

[Inclosure.]

\$4,612.]

LA POINTE AGENCY,
Lac Court Oreille Reservation, February 6, 1884.

To the Pioneer Lumber Company, Eau Claire, Wis.:

Pay Thaddeus Thayer or order the sum of \$4,612 and charge the same to my account for logs cut on my allotment.

GOGI (her x mark).

Witness:

N. E. PERO,
WM. WETENHALL.

February 9. Paid on the within in cash by check, \$1,000.

LAC COURT OREILLE RESERVATION, February 6, 1884.

I certify that previous to signature this order was read and explained by me to Gogi, who appeared to comprehend and voluntarily signed the same in my presence.

WM. WETENHALL.

[Inclosure.]

\$3,960.]

LA POINTE INDIAN AGENCY,
Lac Court Oreille Reservation, February 6, 1884.

To the Pioneer Lumber Company, Eau Claire, Wis.:

Pay Thaddeus Thayer or order the sum of \$3,960, and charge the same to my account for logs cut on my allotment.

SHI-BAR-GESHIGO-QUIAY (her x mark).

Witness:

J. M. CHRISTIE.

LAC COURT OREILLES RESERVATION, March 13, 1884.

I certify that previous to signature this order was read, explained by me to She-ba-geshi-gokwa, who appeared to comprehend, and voluntarily signed the same.

W. WETENHALL.

[Inclosure.]

LA POINTE AGENCY,
Lac Court Oreille, March 10, 1884.*To the Pioneer Lumber Company, Eau Claire, Wis.:*

Pay Thad. Thayer or order the sum of \$12,000, and charge the same to my account, for logs cut on my allotments.

MOIEN (her x mark).

Witness:

BARNEY HAIDYMAN.

I certify that previous to signature this order was read and carefully explained by me to Moien, who appeared to comprehend, and voluntarily signed the same.

WM. WETENHALL.

[Inclosure.]

\$8,040.]

LA POINTE AGENCY,
Lac Court Oreille Reservation, March 13, 1884.*To the Pioneer Lumber Company, Eau Claire, Wis.:*

Pay to Thaddeus Thayer or order the sum of \$8,040, and charge the same to my account, for logs cut upon my allotment.

SHE-BAR-GI-SHE-GO-QUAY (her x mark).

Witness:

MILLER WINTERBOTHAM.

I certify that previous to signature this order was read and explained by me to She-bar-gi-she-go-quay, who appeared to comprehend, and voluntarily signed the same.

WM. WETENHALL.

[Inclosure.]

\$1,818.94.]

EAU CLAIRE, WIS., March 18, 1884.

Pioneer Lumber Company pay Alex Bellille or bearer \$1,818.94, and charge to my account.

THAD THAYER.

[Inclosure.]

\$6,000].

LA POINTE AGENCY,
Pah-quauh-wong, March 20, 1884.*To the Pioneer Lumber Company, Eau Claire, Wis.:*

Pay to the order of Thad Thayer the sum of \$6,000, and charge to me, on account of logs cut upon my allotment.

GOGI (her x mark).

Witness:

SYNDEY SCHREIBER.

I certify that prior to signature the above order was read and interpreted by me to Gogi who appeared to understand it, and voluntarily signed the same for the purpose herein stated.

WM. WETENHALL.

[Telegram.]

EAU CLAIRE, WIS., February 26, 1885.

Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington:Please defer action on Agent Durfee's letter regarding Pioneer Lumber Company.
Write you to-day.G. W. LAPOINTE,
Assignee.

PIONEER LUMBER COMPANY,
Eau Claire, Wis., February 26, 1885.

SIR: As assignee of the Pioneer Lumber Company I have received from W. R. Durfee, esq., United States Indian agent at the La Pointe Agency, a copy of his communication of the 18th instant, addressed to you, in regard to the contracts for the winter of 1883-'84 for logs upon the Lac Court Oreilles Reservation, between said company and Gogi, Moiem, and She-bargeshe-goqway, which I am informed he has forwarded to you.

Upon examination of the matter referred to by Mr. Durfee in that communication I find that the questions submitted by him for Department instruction were settled and determined in May, 1884, by correspondence then had between R. F. Wilson, vice-president of said Pioneer Lumber Company, W. R. Durfee, esq., Indian agent, and Hon. E. L. Stevens, Acting Commissioner of Indian Affairs. Mr. Wilson, in his letter to the Commissioner, dated May 23, 1884, fully stated the facts in regard to the matter and requested a revocation of the order which had then been made by the Department, forbidding the removal of logs from the reservation by the company; and the Acting Commissioner, by his letter of May 28, 1884, in reply thereto, informed the company that such order had been revoked, and authorized the driving of the logs. (L. 10110-'84.)

In view of this fact I must beg leave to express my surprise that the company or myself, as its assignee, should now be subjected to further trouble, annoyance, and expense, and be again threatened with seizure and sale of these logs, which have once been fully and fairly paid for in accordance with instructions from the Indian Agent, and, as the company's officers believed, with the sanction and approval of the Department.

I am about soon to make preparations for driving the logs, as the driving season will soon arrive, and any delay then caused in the driving thereof will cause serious loss, and be likely to prevent getting the logs to market or place of manufacture during the season. The order of the Commissioner last year operated to prevent the driving of the logs during that year.

I therefore respectfully request that no order may be now made by the Commissioner interfering with the driving of these logs by me, and if further examination into this matter is desired by the Commissioner that I may at once be informed thereof, and be permitted to personally explain the entire transaction to the Department at Washington.

I have the honor to be, very respectfully, your obedient servant,
G. W. LA POINTE,
Assignee.

Per F. WILSON.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, March 30, 1885.

SIR: I have received your letter of the 18th ultimo, wherein, referring to the logging contracts severally made by Gogi, Moiem, and Shi-ba-ji-she-go-kwa, Indians of the Lac Court d'Oreilles reserve with the Pioneer Lumber Company during the winter of 1883-'84, you state that fresh complications have recently arisen in regard to settlement, as to which you ask for instructions.

It appears from your letter that Thaddeus Thayer, husband of Gogi, who was chosen by the three women named as their representative to carry the contracts into effect, had a separate and independent contract on his own behalf with the Pioneer Lumber Company to drive the logs into the main stream at \$2 per 1,000; that the Pioneer Lumber Company has since become insolvent, but claim to have paid Thayer in full for the logs, and produce orders from the women for the full amount, and more, in each instance; that Thayer denies having received payment in full, and submits a statement showing a total amount received on these orders of \$19,923.53, leaving a balance due the owners of the logs of \$6,795.79.

You further state that this statement substantially agrees with that of the Pioneer Lumber Company as far as it goes, but that the company claims to have paid on Thayer's order a further sum of over \$1,800 for banking the logs and over \$4,000 for driving a portion of them, the two amounts covering the full balance claimed to be still due on the logs.

It further appears that the logs were banked by an Indian named Alex. Bellisle on a contract at \$3.50 per thousand; the Pioneer Lumber Company furnishing him supplies, also supplies for some other camps which he was running; that Bellisle's account overran the amount due him on these contracts, and for the excess the order for \$1,800 was given by Thayer, it being a part of his personal contract to see that this work was done;

that this amount of \$1,800, as also the \$4,000 for driving, is properly a charge against Thayer but not against the women, owners of the logs, and that Thayer claims that these amounts were paid on his own personal contracts, and not against the amounts due the women.

It also appears that Thayer bought of a Minneapolis house a stock of goods, giving them his private contract, guaranteed by the Pioneer Lumber Company, as collateral security; that including these matters the Pioneer Lumber Company claim that Thayer is paid in full on both contracts; they claim also that, having received orders from the women in favor of Thayer, they were under no obligation to make a distinction in the accounts, but that the whole business became Thayer's and that any orders from him applied to both matters.

Thayer, on the contrary, claims that his personal order for the \$1,800 was on funds due or to become due him on his personal contract, and had nothing to do with the contracts of the women, also that the charge of \$4,000 is a private matter of his own, and that he never gave any order for such payment.

By the agreements of September 27, 1883, Go-gi, Moien, and Shi-ba-ji-she-go-kwa severally agreed each to deliver to the Pioneer Lumber Company 1,700,000 feet, more or less, of logs at the price of \$6 per 1,000, payable as therein mentioned, the final payment to be made on or about June 1, 1884.

Said agreements contain a provision that "no portion of the logs hereby contracted for shall be removed by the party of the second part until payment shall have been made in full as herein stipulated."

It appears that under these agreements logs were delivered as follows, viz:

Name.	Quantity.	Price per 1,000.	Total.
	<i>Feet.</i>		
Go-gi.....	1,750,300	\$6.00	\$10,501.80
Moien.....	1,762,000	6.00	10,572.00
Shi-ba-ji-she-go-kwa.....	940,920	6.00	5,645.52
Total on the three agreements.....			26,719.32

The question then remains, have or have not these Indians been paid for their logs by the Pioneer Lumber Company according to the terms of the agreement?

Thayer, who, it is to be regretted, has had the management of affairs for the women, contends that they have not, and claims that there is still a balance of \$6,795.19 due them under the agreements.

On the other hand we are confronted with the following orders held by the Pioneer Lumber Company, viz:

Go-gi—		
Feb. 6, 1884.....		\$4,612.00
Mar. 20, 1884.....		6,000.00
		10,612.00
Moien, March 10, 1884.....		12,000.00
Shi-ba-ji She-go-kwa —		
Feb. 6, 1884.....	3,960.00	
March 13, 1884.....	8,040.00	
		12,000.00
		34,612.00
Deduct from this the amount actually due for the logs under the three agreements.....		26,719.32
		7,892.68
Excess.....		

in respect of which orders have been issued, apparently without consideration; besides Thayer's personal order in favor of Belleisle for \$1,818.94.

It does not appear, and I am unable to trace intelligently, from the statement rendered by Thayer, to what extent the orders of the Indians have been honored by the company. The burden of proof will necessarily be upon the company to show specifically what payments have been made thereon, and, in stating the account, care should be taken that the company has credit only for such items as it may properly claim credit for under its several contracts with these Indians, and that the Indians are not charged with any payments which are properly applicable to Thayer's contracts for driving or

banking, which I understand to be his personal contract, and entirely independent of those of the Indians.

The matter is somewhat complicated by reason of the extent of the orders given by the Indians, but I think a sufficient case is established to warrant detention of the logs remaining on the reservation, and you will accordingly take measures to prevent their removal until such time as the accounts between the Indians interested and the Pioneer Mill Company have been fully investigated and adjusted to your satisfaction, and the ascertained balances due the Indians respectively shall have been paid over.

In the case of Moien and Shi-ba-ji-she-go-kwa, especially, it would appear desirable that whatever balance may be found due them should be paid over to you as their agent.

You will report for further instructions if necessary.

Very respectfully,

JNO. D. C. ATKINS,
Commissioner.

WM. R. DURFEE, Esq.,

U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, March 30, 1885.

SIR: This office is in receipt of a letter from you, dated the 26th ultimo, in reference to a recent communication addressed to you by Agent Durfee, La Pointe Agency, upon the subject of certain logging contracts entered into in the winter of 1883-'84, between the Pioneer Lumber Company and certain Indian women of the Lac Court d'Oreilles Reservation, viz: Go-gi, Moien, and Shi-ba-gi-shi-go-quaa; and requesting that the driving of the logs be not interfered with.

In reply I have to say that it appears by the record of this office that on the 28th May, 1884, Agent Durfee was directed that "if the contracts have been completed, and all moneys lawfully due thereunder paid," to permit the removal of the logs in question.

You state in your letter that the order of the Commissioner operated to prevent the driving of the logs last year.

Referring now to the letter of Agent Durfee to this office, of the 18th ultimo (a copy of which you state he has forwarded to you), it appears that according to the statement furnished him by Thaddeus Thayer, who had the management of affairs for the Indian women in connection with these contracts, there is still a balance of \$6,795.79 due them in the aggregate from the Pioneer Lumber Company thereunder.

This balance the company claims to have satisfied by certain payments to Thayer, which he claims should have been applied on his personal contracts with the company for driving and banking the logs. These contracts, I am informed, were separate and distinct from those of the three Indian women, with which they had nothing to do, and with any payments on account of which they could not rightfully be charged.

In this state of facts, I have felt it my duty, for the protection of these Indian women, to instruct Agent Durfee not to permit the removal of the logs cut under the contracts and now remaining on the reservation, until such time as the accounts shall have been adjusted to his satisfaction, and the balances found due to the Indians respectively paid over.

I would therefore suggest that you at once place yourself in communication with Mr. Durfee on the subject.

Very respectfully,

JNO. D. C. ATKINS,
Commissioner.

G. W. LA POINTE, Esq.,

Assignee, Pioneer Lumber Company, Eau Claire, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., March 29, 1885.

SIR: I would respectfully ask for an early reply to my letter of February 18th in relation to logging contracts with Pioneer Lumber Company.

The driving season will very soon be here, and the logs once driven out there will be no security for the parties in interest should the Department decide that the Indians still have a claim upon the logs.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

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

[Telegram.]

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, April 4, 1885.

DURFEE, *Agent, Ashland, Wis.:*

Instructed you on thirtieth not to allow logs to be removed by Pioneer Lumber Company, until accounts are adjusted to your satisfaction and balance is paid over.

JNO. D. C. ATKINS.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., April 25, 1885.

SIR: Referring to Department letter of March 30 (L. 3818, 1885, and 4435, 1885), I would respectfully report that on the 24th instant I went with the members of the Pioneer Lumber Company, their assignee and attorney, also the attorney of the Minneapolis house which makes a claim against these logs for an account of Thayer's. After a careful examination of the contracts relating to the latter transaction I can not see that my Indians are under any obligations, morally or legally, for that indebtedness. Examination of the Pioneer Lumber Company's accounts satisfied me of the following facts, which did not appear in my previous statement. The matter of \$1,800 therein referred to (the exact amount being \$1,818.94) was the actual cost of banking the logs above the price (\$3.50 per 1,000) for which Bellisle, an Indian, had agreed to do the work. In other words, Bellisle came out that much in debt for his labor and supplies.

As the labor was a lien upon the logs the Pioneer Lumber Company paid this, taking Thayer's order and charging it as payment on the logs, which, in my judgment, was legitimate. This, with some small items of payment which did not appear in the statement given me by Thayer, amounting to \$100.55, leaves a balance due the Indians who made these contracts, of \$4,876.30 with interest from June 15, 1884. It being important that the driving of these logs should be done immediately before the spring freshet is over I would respectfully ask telegraphic instructions to permit the drive to be made upon payment to me of that sum.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

Hon. JNO. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

[Telegram.]

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, May 1, 1885.

DURFEE, *Agent, Ashland, Wis.:*

Permit Pioneer Lumber Company to drive the logs on payment to you of \$4,876.30, without interest from June 15, 1884, as recommended by yours of 25th instant.

See office letter of this date.

JNO. D. C. ATKINS,
Commissioner.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, May 1, 1885.

SIR: I have received your letter of the 25th ultimo reporting result of your investigation of the accounts of the Pioneer Lumber Company with Go-gi, Moien, and Shi-ba-ji-she-go-kwa, respectively, in the finding of a balance due those Indians in the aggregate of \$4,876.30, and recommending, in view of the importance of driving the logs before the spring freshet is over, that telegraphic instructions be forwarded you to permit the drive to be made upon payment to you of that sum.

In accordance with your recommendation, I telegraphed you this morning as per copy message inclosed.

The proportionate shares of Moien and Shi-ba-ji-she-go-kwa, respectively, should be retained by you pending some disposition of the money by which these Indians may be made secure in the possession and enjoyment of it.

Upon this point I await your suggestions.

The share of Go-gi (Thayer's wife) I do not perceive you can control, except by her especial request.

Very respectfully,

JNO. D. C. ATKINS,
Commissioner.

WM. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., May 20, 1885.

SIR: I would respectfully state in relation to the matter of the logs purchased by the Pioneer Lumber Company from Go-gi, Moien, and Shibagizhigoque, Indian women of the Lac Courte Oreilles Reservation, that the balance due on the logs, \$5,175, has been paid. The assignee desiring a receipt from them, I took order from the parties to pay the money to me individually and have it deposited to my credit in L. C. Wilmarth's bank of this place. As the official duties connected with the transaction have been completed and as I have been familiar with the matter throughout I will, with your approval, go to Lac Court Oreilles, examine the accounts of Mr. Thayer with these parties, and pay the money to them in the proportion in which it is due. I do this not with the intention of getting any profit from it but from the fact that the money being paid to me upon their orders and my being acquainted with the parties and with the transaction throughout, I think that I can, perhaps, settle the matter more satisfactorily with all parties. Should this arrangement meet your approval please notify me and I will report the result when the matter is closed.

Very respectfully,

W. R. DURFEE,
Late U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

P. S.—The orders are not in favor of W. R. Durfee, U. S. Indian Agent, but to myself personally.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, June 8, 1885.

SIR: I am in receipt of your letter of the 20th ultimo, wherein, in relation to the matter of the logs purchased by the Pioneer Lumber Company from Go-gi, Moien, and Shibagizhigoque, Indian women of the Lac Court d'Oreilles band, you state that the balance due on the logs, \$5,175, has now been paid by the assignee of the company to you (unofficially) on the order of the parties interested, and deposited in bank to your credit, and inasmuch as the official duties connected with the transaction have been completed, and you have been familiar with the matter throughout, you propose, with the approval of this office, to go to Lac Court d'Oreilles to examine the accounts of Mr. Thayer with the parties, and pay the money over to them in the proportion in which it may be found to be due. In reply I have to say that your proposition meets the approval of this office, and I shall be obliged by your reporting the result when the matter is closed. Perhaps in the course of settlement you may be able to suggest some plan for the safe-keeping of the moneys of Moien and Shibagizhigoque which may be satisfactory to them, and prevent the money from being squandered or falling into the hands of unprincipled persons.

But this I offer merely as a suggestion for the benefit of the Indian women, and not that you shall assume any responsibility in the premises.

Very respectfully,

JNO. D. C. ATKINS,
Commissioner.

W. R. DURFEE, Esq.,
Ashland, Wis.

LA POINTE AGENCY,
Ashland, Wis., February 26, 1885.

SIR: I have the honor to report that I reached this agency at 1 o'clock a. m. February 13, having been detained en route several days on account of the storms which prevailed to such an unusual extent during the present winter in the west.

Mr. W. R. Durfee, the agent here, was absent at Lac de Flambeau Reservation on business connected with the agency.

I examined carefully the books and accounts at the agency, and have to report them correct. Thus far in my inspection of the agencies I have uniformly found great care and correctness in the keeping of the accounts, and shall be very much disappointed if the Department finds occasion to differ from me in my reports based upon the most thorough investigation I have been able to give them.

The Lac Court D'Oreilles Reservation, which I visited in company with Agent Durfee, has an area of nearly 70,000 acres, a large portion of which is heavily timbered with valuable pine. Much of this land has been patented to the Indians, who are engaged in cutting, skidding, and hauling the logs to the bank of the Chippewa River. I am informed that over 20,000,000 feet of logs will be cut and banked this winter, representing a value, say, of \$120,000.

The magnitude and importance of this business, it seems to me, is sufficient to warrant the employment of a resident agent upon the reservation, which has a population of over 1,000, and is the most important of the nine reservations under the charge of Agent Durfee. It is important not only that the agent should be able to see that the Indians get full value for their pine and labor, but far more important that he should be able to use his personal influence towards directing them in the manner of expending the money so obtained, that a foundation be laid for the future prosperity of themselves and their descendants. The soil is said to be of good quality and productive in all vegetables and cereals adapted to the climate, and if the money obtained from the sale of the pine could be utilized for clearing and preparing farms these people would soon be placed upon a footing of equality with any of the settlers of the new portions of the Northwest.

I would earnestly recommend the appointment of a competent agent for this band, as the number of reservations comprising the La Pointe Agency and the extent of territory over which they are scattered renders it impossible that a single agent can do full justice to the diversified interests of all. Having visited personally the lumber camps of this reservation, I desire to make mention of the skill and efficiency displayed by the Indians in their conduct of lumbering operations, and this without the help of any white labor, which is wholly excluded from the reservation the present winter.

One of the chief difficulties with which the agent has to contend is the facility with which the Indians obtain whisky. He informs me that he has made frequent application for the appointment of a detective to assist in bringing to justice the parties engaged in this nefarious traffic, but can not get the necessary funds for the purpose. If any funds for this purpose are available, I would most earnestly recommend that Agent Durfee be allowed an employé for this purpose, to be used upon the different reservations in the discretion of the agent, and changeable as may seem to him in the interest of the service. I visited the Bad River Reservation at "Odanah." The school taught by Mr. J. D. Miner upon this reservation is in a fairly prosperous condition, though its numbers have been constantly depleted by the withdrawal of children by the Catholic school under care of "Father Chrysostom." I visited both schools and found them well conducted and a fair degree of proficiency in the scholars.

William G. Walker farmer upon this reservation is a most valuable man in the assistance he renders the Indians in all their business affairs, and in the example of a correct moral and religious life.

The Indians upon this reservation are capable of self-support from the cultivation of the soil, which is of excellent quality, and from their labor, in furnishing ties for railroads and in lumbering pursuits.

There are upon the reservation 128 families and 118 children from six to twenty years of age.

I also visited the Red Cliff Reservation, near Bayfield, distant from Ashland about 26 miles. The day school upon this reservation, which I visited, is under the care of the Catholic Order of St. Francis, and is in a prosperous condition. This band of Indians is entirely capable of self-support.

In concluding this report I desire to say, in simple justice to Agent Durfee, that I have no criticism to make upon his management at this agency. He is a man of marked intelligence, good judgment and discretion, conscientious in the discharge of his duties, and deeply interested in the welfare of the Indians under his charge. Any suggestions coming from him are well worthy of the consideration and approval of the Department. He has lived in the vicinity of these Indians for thirty years and thoroughly understands their wants and characteristics, and his understanding and speaking with fluency the Chippewa dialect makes him a most efficient agent of the Government. It is enough to say that he enjoys both the confidence and affection of the Indians under his care.

Very respectfully,

GEO. B. ANDERSON,
U. S. Indian Inspector,

The SECRETARY OF THE INTERIOR, Washington D. C.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
March 16, 1885.

Respectfully referred to the Commissioner of Indian Affairs.

GEO. M. LOCKWOOD,
Chief Clerk.DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, D. C., August 31, 1885.

SIR: You will please furnish this office, as early as practicable, with a report upon the logging operations conducted by the Indians of your agency during the season of 1884-1885, under Department authority of September 28, 1882.

The report should contain a list of all contracts, which have been entered into by the Indians, the quantity of timber cut and delivered, and the net results to the Indians, with such recommendations as you may deem advisable to make in the premises.

A reference to page LIV of the annual report of this office for 1884, will give you some idea of what is required.

Very respectfully,

J. D. C. ATKINS,
Commissioner.J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, D. C., October 12, 1885.

SIR: Referring to office letter of the 31st August last, requesting you to furnish this office with a report upon the logging operations conducted by the Indians of your agency during season 1884-'85, under Department authority of September 28, 1882, I have to remind you that such report has not yet come to hand.

I shall be obliged by your transmitting it as early as practicable.

Very respectfully,

A. B. UPSHUR,
Acting Commissioner.J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., September 22, 1885.

SIR: On September 19 I visited the Lac Court d'Oreilles Reservation with Inspector Gardner.

While there we were visited by two squaws, Moien and She-be-gi-shi-go-kwa, who asked Mr. Gardner if he would not try and get their money from Thad. Thayer and put it some place where they could get it as they needed it.

The money in question was the balance due them from the Pioneer Lumber Company for their pine timber. The Pioneer Lumber Company paid the money to ex-Agent Durfee, and he turned it over to Thayer on or about June 30, 1885.

Thayer was to have paid the women a certain sum each month, and he has not paid them as stipulated, and the women claim that when they go to Thayer's house after money that he keeps out of their way and his wife pays them what little they get.

Thayer claims to have been and is at the present time their agent, and he has transacted all their business.

They, the squaws, claim that they never knowingly signed a paper authorizing him to act as such.

They made the statement under oath, in open council with the Indians of the Lac Court Oreilles Reservation, on the evening of the 19th instant.

On September 21 Mr. Gardner and myself visited Thayer, and I, as agent, asked Thayer to turn over to me the amount due the squaws, and he declined to do so, and gave no reason for refusing.

From my personal knowledge, and from information derived from reliable sources, I consider Thayer unfit to handle the money, and think that unless he is made to turn

over the money in a short time there will be none left for the women, and I have further been informed by a reliable man that \$500 of that money went to help build a house of prostitution in Hayward for a man named Barker.

I would respectfully suggest that if the money be turned over to me as agent, that I be allowed to deposit the same in the Ashland National Bank of this place, to the individual credit of each of these women, and that they be paid therefrom the sum of \$15 each every two weeks upon a check being signed by them and witnessed by the additional farmer in charge of the Lac Court Oreilles Reservation.

The traders will take up the checks and pay them the cash without any expense to them.

I would respectfully request that directions be furnished me as to the way to proceed in this matter.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, October 3, 1885.

SIR: I am in receipt of your letter of the 23d instant stating that in a recent visit to the Lac Court d'Oreilles Reservation you had been requested by two squaws, Moien and Shi-be-gi-shi-go-kwa, to assist them in getting certain moneys, their property, from Thad. Thayer, and put it in some place where they can draw it as needed.

The money in question was the balance due the women from the Pioneer Lumber Company, for their pine timber sold under contract, and was paid by the company to the late Agent W. R. Durfee, who, it appears, turned it over to Thayer on or about June 30, 1885.

You further state that Thayer was to have paid the women a certain sum each month that he has not paid them as stipulated, and that the women claim that when they go to Thayer's house after money, he keeps out of their way, and his wife pays them what little they get.

Thayer claims to have been, and to still be their agent, and to have transacted all their business. The women claim that they never, knowingly, signed a paper authorizing him to act as such.

This statement you report was made under oath by the women, in open council with the Lac Court d'Oreilles Indians on the 19th ultimo.

It further appears that on the 21st ultimo you visited Thayer, and requested him to turn over the moneys of the squaws to you, but he declined to do so, and gave no reason for his refusal.

From your personal knowledge and from information derived from reliable sources, you consider Thayer unfit to handle the money, and think unless he is made to turn it over, that in a very short time there will be none left for the women, \$500 of the money having, as is alleged, been already used to help build a house for immoral purposes at Hayward, Wis., for a man named Barker.

You suggest that if the money be turned over by Thayer to you as agent, you be allowed to deposit it in the Ashland National Bank to the individual credit of each of the women, and that they be paid therefrom the sum of \$15 each, every two weeks, upon checks signed by them and witnessed by the additional farmer in charge of the Lac Court d'Oreilles Reservation, the traders at which will cash the checks free of charge.

In reply: The preliminary history of this case will be found in office letter to Agent Durfee of March 30 last (doubtless on the agency files), in which, with reference to certain complications which had arisen in the settlement of the accounts of the Pioneer Lumber Company with Go-gi (Thayer's wife) and the above named Moien and Shi-be-gi-shi-go-kwa, in respect of logging contracts with those parties, he was directed to prevent the removal of the logs until such time as the accounts between the Indians interested and the Pioneer Lumber Company had been fully investigated and adjusted to his satisfaction, and the ascertained balances due the Indians respectively, paid over. In the same letter Agent Durfee was further specially directed as follows: "In the case of Moien and Shi-be-gi-shi-go-kwa, especially, it would appear desirable that whatever balance may be found due them should be paid over to you as their agent." This was done in order to prevent the money due those women getting into the hands of Thayer, who had acted for them in the matter of the contracts, but about whose business capacity Mr. Durfee had expressed some doubt. (See copy letter of Agent Durfee to this office February 18, 1885.)

As to the other woman Go-gi (Thayer's wife), this office did not consider it its province, to interfere.

On the 25th April last, Agent Durfee reported to this office that after a careful examination of the contracts and accounts between the Pioneer Lumber Company and the Indians in question, he was satisfied that no moral or legal obligation existed on the part of the Indians in respect of a claim set up by the company against the logs for an individual account of Thayer's, and that after giving the company credit for all legitimate payments, there remained a balance due the Indians collectively, of \$4,876.30, with interest from June 15, 1884. It being important that the driving of the logs should be done before the spring freshet was over, Agent Durfee requested telegraphic instructions to permit the drive to be made upon payment to him of that amount.

On the 1st May last, Agent Durfee was telegraphed, directing him to permit the Pioneer Lumber Company to drive the logs on payment to him of \$4,876.30 with interest from June 15, 1884, as recommended in his letter of the 25th April.

In office letter of the same date confirming the telegram, Agent Durfee was thus instructed: "The proportionate shares of Moien and Shi-be-gi-shé-go-kwa, respectively, should be retained by you pending some disposition of the money, by which these Indians should be made secure in the possession and enjoyment of it. Upon this point I await your suggestions.

"The share of Go-gi (Thayer's wife), I do not perceive you can control, except by her special request."

On the 20th May last, Mr. Durfee, whose term of office as agent, had then expired, advised this office that the balance due on logs, \$5,175, had been paid to him personally by the assignee of the Pioneer Lumber Company, upon the order of the parties entitled, and that he had deposited it to his (Durfee's) credit in L. C. Wilmarth's bank at Ashland.

Mr. Durfee further stated that as the official duties connected with the reservation had been completed, and he had been familiar with the matter throughout, he would, with the approval of this office, go to the Lac Court d'Oreilles reserve, examine the accounts of Mr. Thayer with the parties, and pay the money to them in the proportion in which it might be found due. Mr. Durfee added: "I do this not with the intention of getting any profit from it, but from the fact that the money being paid to me upon their orders and my being acquainted with the parties and with the transaction throughout, I think that I can perhaps settle the matter more satisfactorily with all parties. Should this arrangement meet your approval, please notify me, and I will report the result when the matter is closed."

By office letter of June 8, last, Mr. Durfee was advised that his proposition met with the approval of this office, and he was requested to report the result when the matter was closed. The letter concluded as follows:

"Perhaps in the course of settlement you may be able to suggest some plan for the safe-keeping of the moneys of Moien and Shi-ba-gi-zhi-go-qwa, which may be satisfactory to them, and prevent the money from being squandered or falling into the hands of unprincipled persons. But this I offer merely as a suggestion for the benefit of the Indian women, and not that you shall assume any responsibility in the premises."

No subsequent report was received from Mr. Durfee in the matter.

After the doubts which Mr. Durfee had expressed as to Thayer's business capacity, and the repeated instructions of this office as to the disposition of the moneys of these Indian women, it was not for a moment to be supposed that he would pay their shares over to Thayer, notwithstanding the fact that at an earlier stage of the contracts in question, when Thayer's integrity had been assailed, the women (who are relations of his by marriage) had severally expressed the utmost confidence in his management of their affairs.

I am at a loss to understand the reason for Mr. Durfee's action, and have written him for an explanation.

In the mean time you will ascertain from Mr. Durfee what amount he paid Thayer on account of Moien and Shi-be-gi-shi-go-kwa, respectively; obtain the necessary orders from them and notify Thayer to at once pay over all such moneys to you as their agent, less any legitimate payments he may have made to them in the interim.

Should he comply with your demand, I see no objection to your depositing the amounts in the Ashland National Bank to the individual credits of each of said women, subject to their individual checks in the sum of \$15 each, every two weeks, or such other sum or period as may be agreed upon, such checks to be good only when signed by the depositor in the presence of and witnessed by the additional farmer in charge of the Lac Court d'Oreilles Reservation, and to be subject to such other safeguards as you may deem necessary in the premises.

Should Thayer refuse to pay over the money to you, you will report the fact to this office, with such additional information as you may, without publicity, be able to obtain

touching his pecuniary status, or any evidence tending to show that he has fraudulently misapplied the funds belonging to the women, for such proceedings as may upon further consideration be found applicable to the case.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

J. T. GREGORY, Esq.,
U: S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, October 3, 1885.

SIR: Referring to office letter to you of the 8th June last touching the settlement of the accounts of the Pioneer Lumber Company with Go-gi, Moien, and Shi-ba-gi-shi-go-kwa, women of the Lac Court d'Oreilles band, and approving your suggestion then made that you should go to the Lac Court d'Oreilles reserve, examine the accounts of Mr. Thayer with the parties, and pay them the money received from the company in the several proportions in which it might be found due (as to the result of which I may remark that no subsequent report from you appears to have been received in this office), I am now in receipt of a letter dated 22d ultimo, from Agent Gregory, in which he states that at a recent visit to the Lac Court d'Oreilles reserve he was applied to by Moien and Shi-ba-gi-shi-go-kwa to assist them in obtaining from Thayer certain moneys, the balance due them under their logging contracts with said company, alleged to have been paid by you to Thayer for their account on or about June 30 last.

Agent Gregory states that he understands that Thayer was to have paid the women a certain sum per month; that he has not paid them as stipulated, and the women claim that when they go to Thayer's house after money he keeps out of their way and his wife pays them what little they get.

Thayer claims to have been and still to be their agent, and to have transacted all their business. The women claim that they never knowingly signed a paper authorizing him to act as such. This latter statement, it appears, was made under oath by the women in open council with the Lac Court d'Oreille on the 19th August last.

After the doubts which you expressed in your official communication to this office of the 18th February last relative to Thayer's business ability, and the repeated views and instructions of this office on the subject of the disposition of the moneys coming to Moien and Shi-be-gi-shi-go-kwa as expressed in office letters to you of March 30, May 1, and June 8 last, I can scarcely believe it possible that you should have paid over the money to Thayer—certainly not without taking adequate security from him.

As it is represented to this office that there are grave doubts of Thayer's financial responsibility, and his actions in keeping away from the Indian women would seem to look suspicious, I beg that you will at once write me a full explanation of the matter.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

W. R. DURFEE, Esq.,
Ashland, Wis.

UNITED STATES INDIAN SERVICE,
Springfield, Dak., September 26, 1885.

SIR: In my report on this agency of May, 1884, I had occasion to refer to the timber cut upon the allotments of two women, Moien and Shi-ba-jo-she-go-kwa. It occurred to me then that the placing of the funds due them for sale of the timber cut from their respective 80-acre allotments should not be placed in the hands of Thaddeus Thayer, to be retained by him and paid them as requested by them. Upon my arrival at Lac Court Oreilles I was met by these two women, who informed me that they did not want their money left in the hands or custody of Thaddeus Thayer, in open council with the Indians at Lac Court Oreilles. I reduced the statements of these women to writing and swore them to same; also at same time and place I took the statements, under oath, of Rev. S. G. Wright and Akiwainse, which are herewith, numbered respectively 2, 3, 4, and 5, to which attention is respectively invited.

On the following day I proceeded to Pah-quah-wong, and met Mr. Thaddeus Thayer, and informed him of the action of Moien and Shi-ba-jo-she-go-kwa, and requested him that under the circumstances he had better comply with the request of these women

and turn the money over to the agent, Mr. Gregory, who was with me. He declined to do so and became indignant and profane in his declination.

On my return to Ashland I met ex-Agent W. R. Durfee and communicated to him the contents of the affidavits of these two women regarding the placing by him of their money in his hands (Thad. Thayer's). This interview with ex-Agent Durfee elicited from him the inclosed statement, Exhibit Nos. 6 and 7, from which it will be seen that he gave Thaddeus Thayer the sum of \$2,891.02 alleged balance due these two old women. The amount due these two women last year was \$6,757.30. According to this statement these two old women spent during the last year \$3,866.28, or at least some one did for them. When I met Shi-ba-ji-she-go-kwa on the 19th instant she was in rags and filth, and apparently an object of charity, and upon inquiry of the farmer, Mr. Nelson E. Pero, he informed me that he had but recently issued her rations, as she was in a suffering condition.

Ex-Agent Durfee could not but know the character and reputation of Thaddeus Thayer for honesty and integrity, as it was a matter talked of between he and myself in May, 1884, and knowing his character, he should have not given him the money belonging to these two women. Whilst at Lac Court Oreilles, Pah-quay-wong, Hayward, and Ashland I made inquiries of respectable and reputable business men regarding the character of Mr. Thaddeus Thayer. I was repeatedly informed that he was a dishonest man, and not worthy of credit or belief.

These two old women being the wards of the Government, the funds obtained from the sale of timber from their respective 80-acre allotments should be controlled by the agent by depositing same in some national bank to their individual credit, subject to check at the rate of \$10 or \$15 every two weeks. This course would enable these women to live comfortably for some years. As it is now, it is very doubtful if they ever get much more from Thayer. In conversation with these two women they both told me that they had never seen and, in fact, knew nothing about the 80-acre allotment made them until the matter was told them in Thayer's house. This whole transaction seems of fraud, and Mr. Thaddeus Thayer appears to be at the bottom of the whole of it, and he should be dealt with accordingly.

Very respectfully,

ROBERT S. GARDNER,
U. S. Indian Inspector.

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

[Inclosure No. 2.]

Personally appeared before me Moien, a full blood Chippewa woman, who being duly sworn to make true answers to such questions as are hereafter asked her, upon her oath deposes and says as follows, to wit:

Q. How old are you; are you married or single?—A. About sixty years of age; I am married.

Q. Were you married at the time you received your allotment?—A. I was not, but have since married a man named Naokwe.

Q. Did you have the timber upon your allotment cut?—A. I did not give instructions to have it cut, but it was cut by Alex. Bellisle.

Q. Do you know how much there was cut or how much it amounted to?—A. I do not know.

Q. Who acted as your agent? Did you authorize Thayer?—A. Thad Thayer instructed me to have it cut.

Q. Did you give him power of attorney to act as your agent?—A. I did not.

Q. Has Mr. Thayer acted as your agent in settling this matter?—A. He has.

Q. How much money, if any, has he paid you from the proceeds of these logs?—A. He gave me \$200 at one time and \$60 at another time.

Q. When did he give you this money?—A. He gave me \$200 last spring and the \$60 about a month ago.

Q. Had he ever given you any money or supplies of any character before the spring of 1885?—A. In 1884 he gave me merchandise amounting to about \$200. I have bills for this amount of merchandise furnished me. I got merchandise from Thayer's store, at Pahquahwong.

Q. What relationship exists between you and Thayer's wife?—A. She is my niece.

Q. Have you ever lived at Thayer's house and made it your home?—A. No.

Q. Before the sale of these logs had Thayer ever contributed to your support?—A. Never, only he made me a present of a shawl and a small quantity of flour.

Q. Have you asked him for money recently?—A. I do not get money from Thayer, it is his wife who gives it to me.

Q. Do you know how much money Thayer owes you?—A. I do not know. I do not know how much was cut or how much it amounted, only that I was to receive \$5 per 1,000 feet.

Q. Did you have an interview with Agent Durfee in the spring of 1884 regarding the sale of your logs and of Thayer acting as your agent, and if so, when did this interview take place?—A. I did. I saw the agent at Pahquahwong in the spring of 1884. There was no interpreter.

Q. Who was present?—A. Mrs. Thayer, Mrs. Chris Oleson, Mr. Hurd, and ex-Agent Durfee.

Q. What was said?—A. The agent asked me if I could keep this money if I received it all, or if I got it all would I squander it. I said that I thought I could use it to good advantage if I received it. That was all the conversation we had.

Q. Did you tell Agent Durfee that you were satisfied that Mr. Thayer should take the money and give it to you as you needed it?—A. I did not.

Q. Have you ever asked Mr. Thayer for money and he failed to furnish it?—A. I asked Thayer to give me all that was due me, and he said he did not think I would be able to use it properly.

Q. Do you want Thayer to keep the money for you or do you want to get it?—A. I do not want him to keep it.

Further the deponent saith not.

MOIEN, (her x mark).

Witness:

J. T. GREGORY,
U. S. Indian Agent.

Subscribed and sworn to before me this 19th day of September, 1885, at the Lac Court Oreilles Reservation, Wisconsin.

ROBERT S. GARDNER,
U. S. Indian Inspector.

[Inclosure No. 3.]

Personally appeared before me She-ba-gi-she-go-kwe, a full-blood Indian woman, who, being duly sworn to make true answers to such questions as are hereinafter asked her, upon her oath deposes and says as follows, to wit:

Q. How old are you?—A. About seventy years of age.

Q. Did you have an allotment on this reservation; and, if so, was the pine cut therefrom, and when?—A. I had an allotment. The pine was cut during the winter of 1883-'84.

Q. What price were you to get for this pine?—A. I had no knowledge of what I was to get.

Q. Who transacted your business for you?—A. Thad Thayer.

Q. Did you have a contract with Thayer? If so, was it in writing or verbal?—A. I touched the pen to a paper writing, but do not know what it was for.

Q. What were you to pay Mr. Thayer for attending to your business?—A. I did not know what I was wanted for. Thad Thayer requested me to go to Pahquahwong for business that I did not know, and he had a piece of paper which he wanted me to sign, and I touched the pen, but did not know what I was signing for.

Q. What were you to pay Thayer for attending to your business?—A. I do not know what he paid himself; I was to pay him nothing.

Q. How much pine did you have cut on your allotment, and how much money did it come to?—A. I do not know how much was cut or how much was coming to me.

Q. Who got the money that this pine was sold for?—A. I suppose that Thayer got it. I did not.

Q. Has Mr. Thayer given you any money from the sale of this timber? If so, how much?—A. Ninety dollars in cash. I never got any supplies from him for myself.

Q. How many children and grandchildren have you?—A. I have one child and six grandchildren.

Q. Did you tell Mr. Thayer to give anything to your child or grandchildren?—A. I think not.

Q. Is Mr. Thayer's wife related to you?—A. She is my niece.

Q. Have you ever lived in Thayer's house as one of the family?—A. Never; I have visited him, and staid a day or two at a time, but not often.

Q. Are you sure that all you received from Thad Thayer was \$90 in money?—A. I want to correct my former answer. I received from Thayer \$90 in money, and an order on the Pioneer Lumber Company for supplies amounting to \$50, making a total of \$140.

Q. When did you get the \$90, and who paid it to you?—A. Thad Thayer's wife gave it to me; \$50 at one time, and at two other times \$20. The last \$20 about two weeks ago.

Q. Have you asked Mr. Thayer for money frequently?—A. I have never asked him for any.

Q. Have you called on Mr. Pero, the farmer, for supplies?—A. I have called on him off and on, frequently.

Q. Why did you not call on Mr. Thayer for the money he owed you and buy supplies?—A. The reason I never asked him for it was because whenever I went into his house he would run off so I could not ask him.

Q. Do you recollect having anything to say to ex-Agent Durfee about the matter?—A. I do.

Q. In the conversation you had with Mr. Durfee did you tell him that you wanted Thayer to keep your money for you?—A. I did not.

Q. Have you any money or supplies now on hand?—A. I have no money, but have some pork that the farmer issued to me.

And further deponent saith not.

SHE-BA-GI-SHI-GO-KWE (her x mark).

Witness:

J. T. GREGORY,
U. S. Indian Agent.

Subscribed and sworn to before me this 19th day of September, 1885, at Lac Court Ouelles Reservation, Wisconsin.

ROBERT S. GARDNER,
U. S. Indian Inspector.

[Inclosure No. 4.]

Personally appeared before me, Aki-wam-se, a full-blood Chippewa Indian, who, being duly sworn to make true answers to such questions as are hereafter asked him, upon his oath deposeseth and says as follows, to wit:

Q. What is your name and age, and what relationship exists between yourself and She-ba-gi-shi-go-kwe?—A. Aki-wam-se; thirty-seven years old. She-ba-gi-shi-go-kwe is my mother-in-law.

Q. Who has been contributing to the support of your mother-in-law for the past fifteen years?—A. Fourteen years this last winter she has been living with me, and I have been supporting her.

Q. Has Thad Thayer contributed to her support during these fourteen years?—A. Now and then she would go there and stay a day or two, and Thayer would feed her. She is the aunt of Thayer's wife.

Q. Do you know anything about the cutting of timber on your mother-in-law's allotment?—A. I do.

Q. Please state in detail all the facts you know concerning the cutting of pine on her allotment.—A. The winter of 1883 and 1884 I was living at Bean Brook until February, and about February, 1884, John Larouche came to my house after the old lady, and took her to Pahquahwong, where Thayer lives, and when she returned she brought two sacks of flour to Dobie & Stratton's store, which she had hauled by Gus Johnson. She was gone three days. She left the flour at Dobie & Stratton's store, and walked across the lake to my house that night. The next day I came after the flour, and got Gus Johnson to haul it for me to my house. In a few days I came from my place and went down the river to an Indian dance, and while I was at the dance, my mother-in-law came to the Pioneer Lumber Company's store. The next day I went to the Pioneer Lumber Company's store, and the head man was there from Pahquahwong, and he said that Thayer had directed him to give his mother-in-law \$50 worth of supplies. I got flour, pork, tea, sugar, one pair blankets, one clock, and one box of cigars, which my mother-in-law passed around so everybody could smoke. After she had traded the \$50 I hired a team to take the supplies for which we had traded, together with the old woman, to my house. About the time they were through logging a person by the name of Naokwe came to my house and got the old woman to go to the Pioneer Lumber Company's store. She went, and I and my daughter accompanied her. After we got to the store, myself, Naokwe, Moien, and my mother-in-law went upstairs with the person we supposed was buying the logs. Mr. Pero, the farmer, was there also. Mr. Easton,

the scaler, was also there. I did not understand what Mr. Easton and Alex Belisle, the acting interpreter, were saying.

Moien and my mother-in-law were asked if they had given Thayer authority to receive the money for their logs, and they both answered that they had not given Thayer such authority. Moien did the talking and my mother-in-law did not answer. Rev. Mr. Wright and Mr. Witenhall were present. After they were through I asked Alex Belisle how much was coming to my mother-in-law, and Dick Wilson answered, \$3,300, and that Moien had \$4,000 coming to her. Wilson gave my mother-in-law \$1 and told her to go to Pahquahwong and she would get her money there. Wilson told my mother-in-law and Moien that he (Wilson) had nothing to do with paying the money, but that Thayer had the paying of it. They did not go to Pahquahwong. Moien was living at Pahquahwong, and she went there, but my mother-in-law did not go there. Naokwe is the husband of Moien.

Q. Do you know how much money your mother-in-law received from Thayer on account of these logs?—A. Yes; last spring Thayer gave her \$50, and some pork and tea, and Thayer told her to come again in a month and he gave her \$20, and about a week ago she went again and he gave her \$20 more. The pork that he gave her consisted of one round of pork, and the tea weighed about 3 pounds, and about 10 pounds of sugar. I never knew of Thayer paying her any money before or since.

And further deponent sayeth not.

AKI WAINSE (his x mark).

Witness:

J. T. GREGORY,
U. S. Indian Agent.

Subscribed and sworn to before me, this 19th day of September, 1885, at the Lac Court Oreilles Reservation.

ROBERT S. GARDNER,
U. S. Indian Inspector.

[Inclosure No. 5.]

Statement of the Rev. S. G. Wright regarding the log transaction, in the winter of 1883-'84, between the Pioneer Lumber Company and Moien and Shi-ba-gi-shi-go-kwe.

In February, 1884, I acted as the interpreter for Mr. Pero and Mr. Easton at the Pioneer Lumber Company's store.

I had three separate interviews with these women, and their statements all harmonized in this, that they did not authorize their names to be signed to the orders authorizing Mr. Thayer to draw their money. Moien made this remark, "That if I touched the pen it was in repelling it from me and not to sign my name."

Mr. Witenhall, who acted as interpreter, insisted that the women had signed the orders, but the women persistently said that they did not.

The Pioneer Company's clerk claimed that he saw them sign the orders.

S. G. WRIGHT.

Witness:

J. T. GREGORY,
U. S. Indian Agent.

Subscribed and sworn to before me this 19th day of September, 1885, at the Lac Court Oreilles Reservation, Wisconsin.

ROBERT S. GARDNER,
U. S. Indian Inspector.

[Inclosure No 6.]

OFFICE OF UNION MILL COMPANY,
Ashland, Wis., September 22, 1885.

SIR: In conformity with your suggestion I would make the following statement regarding the payment of moneys to Moien and Shibagizhigoqwa, Indian women of the Lac Court Oreilles band in the La Pointe Agency.

The contracts having been made in regular form and approved by the honorable Commissioner of Indian Affairs, Mr. R. S. Wilson, business manager of the Pioneer Lumber Company, accompanied by Thad Thayer, visited me at my office, stating that these

women desired Thayer to act for them in the matter and to receive the moneys coming to them.

Thayer had been for many years (some fifteen, I think) licensed trader upon the reservation; was married to a niece of these women, and, as I have always understood, had for a number of years contributed mainly to their support. Under these circumstances I considered him as the only relative they had capable of looking after their affairs, which they were not, as a proper person to do so with their consent. I told Wilson and Thayer that if the women desired this arrangement that it would be satisfactory to me, and I believed to the honorable Commissioner. At their request I drew up a form of an order in favor of Thayer, which was to be interpreted to the women and signed by them if satisfactory.

I suggested Mr. William Wetenhall, who had been for some years employed as farmer upon the reservation, and was well acquainted with these women, as a proper person to interpret.

These orders having been signed by the women in presence of Mr. Wetenhall, I supposed the matter concluded. Subsequently it was reported, to you I think, that the Indian women had not voluntarily consented to Thayer receiving their money.

In consequence I was ordered by the honorable Commissioner to investigate the matter. I visited the reservation, and personally interviewed the women, the result of the interview being embodied in my report to the honorable Commissioner under date May 17, 1884. I understand the language, and there is no mistake in the substance of the interview therein reported, in which they expressed themselves emphatically in favor of Thayer acting for them. On June 29, 1885, with the approval of the honorable Commissioner, I visited Lac Court Oreilles to make the final payment. (See office letter of June 8, 1885, "L 11776.") The women on learning that I had the money were at first very desirous that I should pay it directly to them.

My instructions had been that these Indians had absolute control of money coming to them from sale of pine; that I could only suggest, but had no authority regarding it.

In accordance with the spirit of my instructions I represented to them the advantage of leaving their money where they could draw a stipulated amount monthly instead of taking it in bulk. The only person with whom I could hope to induce them to leave it was Thayer, and to this they consented. The oldest of these women is nearly imbecile, and neither of them could distinguish between a \$5 bill and a \$20.

The money was counted in their presence and turned over to Thayer, and they freely and voluntarily signed receipts for the amount. Had these women received the money in bulk, it would simply have been a pic-nic for all the Indians for a week or two, and destitution for these two afterwards.

These are the absolute facts of the case, which I respectfully submit for your consideration.

The amount paid was for Gogi, Moien, and Shibagishigoqua, \$5,175.

Very respectfully,

W. R. DURFEE,
Late U. S. Indian Agent, La Pointe Agency, Wis.

Col. R. S. GARDNER,
U. S. Indian Inspector at La Pointe Agency, Wis.

[Inclosure No. 7.]

OFFICE OF UNION MILL COMPANY,
Ashland, Wis., September 22, 1885.

SIR: The amount of money paid by me to Thad Thayer for account of Moien was \$1,847.58; for account of Shibagishigokwa, \$1,043.44.

I neglected to mention in my communication to you under this date that I advised Thayer, so far as he could with satisfaction to the parties, to pay them their monthly allowance in provisions or other articles of necessity in lieu of the money.

Very respectfully,

W. R. DURFEE.

Col. R. S. GARDNER,
U. S. Indian Inspector at La Pointe Agency, Wis.

OFFICE OF UNION MILL COMPANY, *Ashland, Wis., October 10, 1885.*

SIR: Referring to office letter of 3d instant (L. 22467, '85) I would say in relation to the money of Moien and Shiba-gi-shi-go-qua. My instructions from the office while in charge of the La Pointe Agency were to the effect that the money received for pine sold

by the Indians belonged to them individually, and that while it was my duty to advise them in regard to the disposition of it, that I had no control or authority in the matter. This has been my construction of my instructions and the principle upon which I have acted.

I have counted their money to see that it was correct, but have refused to receive it from purchasers and pay it to the Indians or to take any responsibility, except to see that justice was done and to advise in all cases that the money be used in clearing, improving, and planting their homesteads, making provision for the future when their pine should be gone. In the particular case of these two old women, I knew that there was a horde of hungry and thirsty Indians anxious for them to get the money, and that if they did get it in their own possession it would not last them a month. One of them is almost an imbecile, the other, since this sale was made, has married an Indian who is a leader among dancing Indians, worthless, and who would have scattered the money like chaff.

On my arrival at the reservation I was met by the women, who, as I expected, wished the money paid directly to them.

I talked with them for hours upon the subject, representing to them the folly of their taking that amount of money about with them in their wigwams, neither of them being able to distinguish between a one dollar bill and a fifty.

I suggested depositing it in the bank but they would not hear to that. I told them I did not desire to and would not take charge of it myself, but wanted only to make such disposition of it as would give them some substantial benefit. The result was that they finally decided that their money should be given to Thayer in trust for them, he to give Moien \$200 and Shibageshigokwa \$50 at once (which was done in my presence), and Moien a monthly allowance of \$30, and Shibageshigokwa \$20, or more should he see that she needed it. Thayer has been for many years (previous to the last three) post trader upon the reservation, is married to the niece of these women (who are sisters), their nearest relative, they having no children of their own, has, as I am credibly informed, contributed largely if not principally to their support for many years, selected the allotments for them from which the pine was cut, and has had general charge of their affairs. His wife, Gogi, with whom I discussed this matter thoroughly, is one of the brightest Indian women I have ever seen, with good, practical common-sense ideas. She said that she had tried to keep her aunt Shibageshigokwa with them permanently, but after staying with them a while the desire for wigwam life would come upon her; she would want to go berrying or rice-making and it was impossible to keep her.

That no matter how well clothed she might be, in a week she would be the dirtiest and most ragged of the tribe, having given away everything. That the other, Moien, was in abject fear of her husband, who beat her to make her turn over to him moneys coming into her possession. It would take too much space to give all the details upon which my opinion was founded, but in my judgment the best I could do was, under the circumstances, to give the money to Thayer in trust.

I explained to him the responsibility he was assuming, that this money was not a loan, but must be where he could show it at any time when required by proper authority, and the penalty to which he subjected himself should he misappropriate it. Now in regard to their never having given their consent for Thayer to act for them: I went to the reservation during the summer of 1884; I have not the date at hand but think it was the latter part of June or early in July; I made a full report of the trip to the Indian Office at the time. Thayer was not upon the reservation.

I questioned them regarding their wishes in the matter, and from my memorandum book I take their answers as noted at the time. Shibageshigokwa says: Thayer has always furnished her what she needed; that he is the only white man whom she knows upon whom she could depend; that he selected the land for her; that he is furnishing her what she needs; that she authorized him of her own free will to draw her pay; and that she is still of the opinion that he is the best person to care for it and for her interest; that she is amply supplied with all she needs; that he has contributed principally to her support for the last six years.

Moien says she gave authority to Thayer to draw her money, and is entirely satisfied that he should have charge of it. If she had it, everybody would have it, and she likes this way best. She gets what she needs, money and goods, from Thayer, and has for years past, when she has been in need. She gave the order to him of her own free will to draw the money; that any one who says she is not well supplied lies, and that she tries to keep from drawing too much; that the money should last her a long time, but that her husband is extravagant. This testimony was given of their own free will, and I understand the language, so there was no chance of my being mistaken regarding their sentiments, and yet I have no doubt that, under the influence of the other Indians, who wanted them to have the money themselves for the general benefit, they would have

said exactly the opposite thing to somebody else the next day. On the occasion of my last visit the money was counted and delivered to Thayer in their presence with their consent, and their receipt taken for it. I then gave each of them a pass-book containing Thayer's receipt for the amount paid to him, which they were to carry when they drew their money, and have the amount paid entered therein. I advised Thayer, so far as he could with satisfaction to them, instead of giving the money, to purchase for them provisions or supplies such as they needed.

I can not in a letter give all the details which led to my conclusion, but can say that I made what I considered the best arrangement possible under the circumstances for the interest of the women; and further, if they had got the money in their own possession, I do not believe that to-day they would have a dollar or any benefit therefrom. Thayer came to me a few days since saying that Agent Gregory had demanded the money from him and asking my advice as to what he should do. I told him I had no advice to offer except what I had given him before, that he should always have the amount due the women where he could produce it at a moment's notice. He said the money was in his possession intact, except so far as he had paid them their monthly stipend, which he said had been paid regularly either by himself or wife.

Very respectfully,

W. R. DURFEE.

Hon. JOHN D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., November 13, 1885.

SIR: Replying to office letter October 3 (L. 22467, 1885), I have the honor to report that on October 8 I visited the LacCourt Oreilles Reservation and obtained an order on Thayer from Moier for \$1,587.58 and from Shi-be-gi-shi-go-kwe for \$933.44 being amounts due them from him. I had to get to Hayward in order to catch the train, and had not time to then go to Pah-quahwong and demand the money from Thayer, and in a couple of days he went to Washington, and was absent for about three weeks, and as soon as he returned, and I had time, I went to Pah-quahwong, and on the 10th instant demanded the money from him and he refused to deliver it.

I have inquired of a number of men who are acquainted with Thayer, in regard to his financial standing, and they say that they would not trust him under any circumstances, and that he owes nearly every business man in Hayward who would let him have goods on time.

I do not think that he has enough money in his possession to pay these women.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. JOHN D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., September 7, 1885.

SIR: I have the honor to inclose herewith copy of a letter received by me from Wm. G. Walker, Government farmer, Bad River Reservation, regarding the lumbering operations on the reservation.

After the inclosed letter was received by me I went to the Red River Reservation and had a council with the chiefs and head men, and they expressed to me the same views which are contained in the inclosed letter.

They assign as a reason for desiring the number of camps limited to three, that there are not enough of young men, and those able to work in clearing the lands and taking care of the timber to supply more than that number of camps, and if more are allowed their reservation will be infested with Indians and half-breeds from Minnesota and Canada, who are unreliable and drinking men, and who can not get work in the neighborhood where they live on account of their habits and bad character.

It is true that much trouble has come from that class of Indians and half-breeds who have been employed, and who would set about to create trouble by trying to have their wages raised, and if their wishes were not complied with would try and induce the

other men to quit, and in many instances almost break up the camp, to the great loss of the allottees.

But there may be other allottees who will want to commence their clearings and who can not get it done from one of these camps, and they may be able to get good men to do the work, and I do not think that there should be an absolute rule made in the matter.

I am not prepared, either, to recommend that they be allowed, wholly at their discretion, to employ white teamsters.

It is true that very few of the Bad River Indians are skilled in driving a team, and it will be necessary to hire some white teamsters; but as many Indians as are apt, and can be trained to be teamsters, ought to be so trained, and I suggest that this matter be left to my discretion.

In the matter of cooks, it will be necessary to employ a white man for head cook. This is a very important man in a logging camp, and he must be a good and experienced man, but his assistant can be an Indian boy, and I will visit these camps at the proper time and see that as many of these Indians are put into these places as can be usefully so employed.

I think that \$6 per 1,000 feet for No. 1 logs is a fair price, and I will endeavor to get as good a price as possible for the lower grade of logs.

I understand personally these matters and will be able from my experience to tell what is the best, if these matters are left to my discretion.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. JOHN D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

[Inclosure.]

LA POINTE AGENCY,
Odanah, September 3, 1885.

SIR: At the request of the Indians of this reservation in council, I submit to you the following recommendation for your approval, in regard to cutting pine on their allotments:

- (1) Rule of 1883 and 1884. White teamsters, cooks, and foremen.
- (2) Six dollars per 1,000 feet for good, sound, merchantable pine timber. Price for second quality to be decided upon by seller and purchaser, being subject to the approval of the agent. Said timber to be delivered on the bank of river, lake, or railroad by the seller.
- (3) Price of banking logs, \$3.50 to \$4 per 1,000 feet.
- (4) All logs to be paid for before removal from reservation.
- (5) Only three logging camps to operate.

Very respectfully,

WM. G. WALKER,
Government Farmer.

J. T. GREGORY,
U. S. Indian Agent, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., October 19, 1885.

SIR: I wrote you on September 7, asking if white teamsters, foremen, and cooks could be employed by the Indians on the Red River Reservation to assist them in their logging operations during the coming winter, and have received no answer.

The Indians are very anxious to know if they will be allowed to hire white men for the places mentioned, and I would respectfully ask that instructions be given me at as early a date as practicable.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

[Inclosures.]

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., October 14, 1885.

SIR: I have the honor to inclose herewith a report upon the logging operations conducted by the Indians of this agency during the season of 1884-'85.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. JOHN D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

NOTE.—Copies inclosures contained in this letter deferred for the present by authority of chairman of select committee.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, October 29, 1885.

SIR: Referring to your letter of the 7th ultimo, transmitting certain recommendations of W. G. Walker, Government farmer, in regard to the lumbering, during the coming season, on the patented lands of the Bad River reserve, with your remarks and suggestions thereon, I have to say that in the absence of sufficient practical knowledge by this office on the subject, the matter of detail attendant upon the logging operations generally must be largely committed to your discretion and judgment, taking care, however, to keep within the line of the general instructions of this office at the outset, in 1882, as set forth in the inclosed circular of your predecessor. In his report of June 29, 1884, accompanying statement of results for the season of 1883-'84, Agent Durfee, speaking on the subject of white labor, and referring to the fact that owing to the Indian's want of knowledge of logging operations, caring for and handling teams, etc., he had, at an early stage of the proceedings, been authorized to allow the employment of white foremen, cooks, and teamsters to a limited extent in the lumber camps, expressed the opinion that the Indians had then acquired sufficient experience to enable them to dispense entirely with white labor, and recommended that thereafter white labor of every kind be excluded, except allowing a white contractor to employ a man at his own expense to see that the work was properly done according to contract.

These views, as I am informed, were concurred in by the then Secretary of the Interior at a subsequent personal interview had with Agent Durfee here touching the general subject, but to what extent they were carried out in the operations of 1884-'85 does not appear. The theory of the Department being that the Indian shall be induced to labor, extraneous help of every description should be rigidly excluded except where in your judgment it is actually necessary as a means of education to the Indian, and in such cases only the very best kind of help should be permitted and only until such time as the Indians can get along without it.

I subjoin a few general suggestions for your guidance in the further prosecution of this enterprise.

(1) Heretofore there appears to have been considerable delay (probably unavoidable) in forwarding the contracts and bonds for approval by this office. They should be transmitted as early in the season as possible.

(2) No contracts will be approved by this office until patent has issued or the allotment has been approved by the Department. I observe by the schedule of contracts entered into during the season 1884-'85, transmitted by you on the 14th instant, that four contracts were made by Indians of the Fond du Lac reserve aggregating over a million feet of timber, value some \$6,000. These contracts were never submitted to this office, and I see by a letter addressed to you on the 26th May last you were instructed that pending verification of selections on said reserve no contracts by the Indians thereof for the sale of timber on the allotted tracts for speculative purposes under Department authority of September 28, 1882, should be entertained. (See also on this subject office letter to you of the 28th instant.) I presume the contracts referred to were made before your accession to office.

(3) Care should be taken to see that the Indians do not contract for more timber than they can reasonably supply during the season, and each contract should terminate at the end of the season, or within a reasonable time thereafter.

(4) Contracts and bonds will only be received when on the appropriate forms. Bonds must accompany contract in all cases.

(5) Some oversight should be exercised over prices of supplies, etc., furnished by contractors to the Indians, in order that the Indian may not be imposed upon.

(6) A plan should be devised whereby all claims for labor should be discharged before final settlement with the Indian.

(7) Precautionary measures should also be taken for the safe keeping of moneys coming to Indians who are unable to take care of it themselves, and to prevent a recurrence of such cases as that of Moien and Shibagishigoqwa, as to whom I may observe that I await your further report.

(8) At the termination of the logging season a full report of operations and results should be made to this office.

Other questions will of necessity from time to time arise, but it is hoped that with your own familiarity with the business and the experience the Indians have already had, you may be able to see your way clear to an economic and satisfactory prosecution of the work.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., September 28, 1885.

SIR: The Indians on the Fond du Lac Reservation are very anxious to know if they will be allowed to cut timber from their allotments during the ensuing winter. Quite a number of them have got considerable of their land underbrushed and ready to clear, and if they are allowed to cut and sell the pine from the lands already underbrushed, they will be able to build themselves comfortable houses.

There will be no work for them to do unless they are allowed to cut and sell some of their pine, and they will have to make their living during the winter, hunting and fishing, and in the spring they will not have anything to keep them, when they ought to be putting in their crops.

I would respectfully recommend that they be allowed to cut at least enough to build themselves a house, and have money enough left to keep them while they are putting in their crops.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. JNO. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., October 23, 1885.

SIR: I wrote you on September 28, 1885, asking if permission would be given the Indians on the Fond du Lac Reservation to cut and sell a portion of the pine timber on their allotments, so as to enable them to build houses, and put the land from which the timber is cut in proper condition for farming purposes, but as yet have received no answer.

They are very anxious to know if they are going to be allowed to do so, and I would respectfully request that instructions be given me at an early a date as possible, for if they are going to be allowed to cut any timber it can be done to better advantage now than later in the season.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. JNO. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 28, 1885.

SIR: Referring to your letters of the 28th ultimo and 23d instant, in which you inquire whether the Indians having allotments on the Fond du Lac Reservation are permitted to cut and sell a portion of the pine timber on such allotments, so as to enable them to build houses, and put the land from which the timber is cut in proper condition for farming purposes, I have to say that in all cases where the lines of the allotment are clearly

understood, and there is no danger of conflict with other allotments, the allottees may proceed to clear the land of timber to such an extent as may be absolutely necessary for cultivation, or for building or fencing purposes, and may sell such surplus of the timber so cut as may not be required for use on the premises. The Indians, however, must be made to understand that for the present, and until the patents are issued, they can not dispose of the pine in bulk for speculative purposes alone, but only to the limited extent above mentioned. After the patents shall have been issued the question of the disposal of the pine in like manner with the Indian patentees of the Lac Court d'Oreilles and Bad River reserves can then be presented for consideration should the Fond du Lac Indians so desire.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

CHIPPEWA FALLS, WIS., *October 27, 1885.*

DEAR SIR: I take the liberty of writing directly to you, as I have already applied to Mr. Gregory, the agent of the La Pointe Reservation, Wisconsin, to procure the scaling of the saw-logs that are to be banked on the Lac Court Oreilles reserve. Mr. Gregory has engaged the same person that did the scaling under his predecessor. I have been creditably informed by the inhabitants of that locality that they are opposed to his system of scaling, that he favors the post-traders.

I have been engaged during the last twenty years on the Chippewa River acting as scaler and inspector of saw-logs.

I understand the business thoroughly, and can produce the most satisfactory references. A reply to the above at your earliest convenience will be respectfully received.

Your obedient servant,

J. A. McDONALD,
Chippewa Falls, Wis.

P. O. Box 560.
The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, November 10, 1885.

SIR: I inclose herewith a copy of a letter received in this office from one J. A. McDonald, of Chippewa Falls, Wis., applying for an appointment as scaler of logs on the Lac Court d'Oreilles reserve, which is referred to you for report as to the allegations therein made and your recommendation in the matter.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY,
U. S. Indian Agent, La Pointe Agency, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., November 14, 1885.

SIR: Replying to office letter November 10 (L 25646—1885), I have engaged W. D. Stevens to scale logs on the Lac Court Oreilles reservation for the ensuing winter. He is the same man who did the scaling last winter, and before I hired him I made careful inquiries as to the manner in which he has heretofore done his work, and found none who had any fault to find with him.

I also inquired of some of the leading lumber men in Eau Claire, where Mr. Stevens resides, and they all spoke very highly of him, and said that he was as good a man as I could get for the place.

If I thought Mr. Stevens would not deal fairly with the Indians he would not have been employed by me.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

LAC COURT OREILLES, WIS., December 18, 1885.

DEAR SIR: I write to you asking that you will go and see the United States Indian Commissioner and tell him what you think of me and the reports which that one B. Cornell circulated last year, and is also circulating this year, in regard to myself, ex-Agent Durfee, and N. Pero, the present Government farmer. I am holding the same position which I have for the last two years, namely, that of Government scaler, here upon the Indian reserve. Now, this man Cornell claims there is a big log steal going on here. Now, what I would like is an investigation, and if I can not prove that the work is done squarely and properly and with great care, then I am willing to take the consequences. He, Cornell, also gives as another reason why I should not hold this position that it was under a Republican administration that I have scaled and supervised scale here two years previous to this. It is somewhat ludicrous if a man can not scale mill-logs upon the Indian reserve simply because he has voted for some of his friends who were Republicans. Of course you understand I am here by order of the present Indian agent, James Gregory; but old Cornell, John McDonald, of Chippewa Falls, and several more cranks whom I might mention, say that to the victors belong the spoils, and I got my appointment through you, and that is enough.

Very respectfully,

WALLACE D. STEVENS,
Lac Court Oreilles, Wis, via Hayward.

Hon. W. T. PRICE,
Washington, D. C.

[Indorsement.]

Hon. COMMISSIONER INDIAN AFFAIRS:

The writer of the within is an honest man, and skilled as a scaler.
In my judgment, he should be kept where he is.
Respectfully,

WM. T. PRICE, M. C.

DECEMBER 21, 1885.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, January 14, 1886.

SIR: Referring to your several letters of the 29th ultimo, transmitting for approval sundry logging contracts entered into by Indian patentees of the Lac Court d'Oreilles reserve, with Dobie & Stratton, Donald McDonald, Thomas Gaynor, and Calligan Brothers, I find upon a preliminary examination of said contracts some variation in prices, thus: The Dobie & Stratton contracts range over \$6, \$5.75, \$5.50, \$5.25, \$5; McDonald \$6.25, \$6, \$5.75, \$5.50, \$5.25, \$5, \$4.75; the Gaynor contracts a uniform rate of \$5; and the Calligan Brothers \$5.75 and \$5.50. No explanation is given in your approval or letter of transmittal, of this variance, and I do not feel justified in approving the contracts without further light on the subject.

I think it would be well hereafter if your indorsement of approval specified the quality of the logs contracted for, which is, I presume, what governs the price.

What is the ruling figure for logs this season of all grades? In your letter of September 7 last, you stated that you considered \$6 per 1,000 feet for No. 1 logs a fair price, and that you would endeavor to get as good a price as possible for the lower grade. This, I presume, you have done, but there should be some evidence of the fact on record in this office before the contracts are approved.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., January 25, 1886.

SIR: Replying to office letter, January 14 (L. 88-89-90-1886).

On the Lac Court Oreilles Reservation the logs are not graded, but sold for a certain price per 1,000 feet, straight

I consider the prices paid by Dobie & Statton, Donald McDonald, Thomas Gaynor, and Calligan Brothers to be what the logs are worth, as considerable of them are being cut off land that has been logged before, and are of inferior quality.

No. 1 logs are selling here at from \$3.50 to \$6 per 1,000 feet, and No. 2 logs from \$3.75 to \$4.50 per 1,000 feet.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

BAYFIELD, WIS., *February 28, 1886.*

MY VERY DEAR SIR: I have been waiting for some time to write you, but have been so busy that I have had no time; have work enough for six men in these parts to look after all of the honorable lumbermen.

I, in the first place, would like to call your attention to the Flambeau Indian Reservation; it is a tract of land covered with valuable pine timber; the best information that I can get the amount of pine thereon is 350,000,000 feet, and there is a scheme afoot to have the lands in this tract allotted in severalty to the Indians; and by looking at the condition of things on the Fond du Lac, Red Cliff, Bad River, and Court d'Oreilles Reservations, you will see that the Indians are getting nothing for their pine, and as soon as it is gone they will become paupers for the Government to take care of.

I have an idea that if the pine on the Flambeau Reservation could be taken charge of by the Commissioner of Indian Affairs at Washington, and have it laid off in blocks of from 15,000,000 to 20,000,000 feet in a block, and the Commissioner to receive bids for the timber standing, so that men of moderate means could have a chance to secure a small tract, it would bring from \$2 to \$3 per 1,000 feet; and let the Commissioner put the money in Government bonds, and the interest paid to the Indians annually, and as there is but a small band of those Indians, they would have enough to keep them in comfortable circumstances. And when the timber is cut the Indians can make farms if they so desire.

The price paid for such timber standing in those parts varies from \$2.50 to \$3 per 1,000 feet in tracts of from 50,000,000 up to 300,000,000, as quite a large amount has been sold at these figures, and I can find men who would be glad to invest in that tract as they want to buy timber.

The timber on the reservation here will all be cut in from two to three years more, and I am unable to see what they will have left after it is gone.

I thought I would write these few lines to see if these or some similar views are to be had on the subject, as it seems to me to be too bad to have things going on as they are. The logs now being cut from the Bad River Reservation are sold, I am told, at the following prices: logs that scale No. 1, at \$2 per 1,000 feet, No. 2, at \$1.50 per 1,000 feet, and that the scale runs about 20 per cent. No. 1, so you can see that the logs bring \$1.20 just as they come, and every man that lumbers in this vicinity will tell you that it is too little for them.

I don't know as I have made what I intended to say plain, but you can, perhaps, make out what I do mean and can supply the deficiency.

With my kind regards to Mrs. General Bragg and yourself, I remain,
Very respectfully,

W. A. ROBERTS.

Hon. E. S. BRAGG,
Washington, D. C.

[Indorsement.]

MY DEAR GENERAL: Inclosed I send you letter; please return to me when read.

E. S. BRAGG.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, April 1, 1886.

SIR: I herewith return the letter of Mr. W. A. Roberts, in relation to the timber question as connected with the several reservations attached to the La Pointe Agency, Wisconsin, and which was referred by you to this office for consideration.

I have carefully read the letter, and have had a copy retained for future reference.

No allotments have hitherto been made on the Lac de Flambeau reserve, neither has any application been made by the Indians for that purpose. I notice what your correspondent says in regard to prices obtained for pine logs on the Lac Court d'Oreilles, Bad

River, and other reserves, and have to say that the entire system of lumbering on those reserves is now being investigated by this office, in order to determine whether the same should be stopped, or whether some better plan may not be devised.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

General E. S. BRAGG,
House of Representatives.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, May 22, 1886.

SIR: By this mail I return to you approved a number of logging contracts made by divers Indians of the Lac Court d'Oreilles and Bad River reserves, which have from time to time been transmitted by you during the season now terminating.

I believe that they comprise all which have not hitherto been acted upon by this office. As soon as possible after the accounts between the several contracting parties have been adjusted and settled, I shall be obliged by your furnishing this office with a detailed report of all logging transactions pertaining to your agency during the season 1885-'86, showing names of parties to the contracts, quantity of logs contracted for, price, quantity of logs actually delivered, and result to the Indians contracting, specifying the several amounts received by them, whether in supplies, teams, camp outfits, etc., and in cash, in order that this office may be able to intelligently report to the Department on the whole subject.

You will accompany your report by such suggestions and recommendations as you may deem pertinent and advisable.

With the expiration of the present season all contracts terminate, and you will permit no new contracts to be entered into or arrangements made looking to a renewal of operations for the season 1886-'87, until the whole matter has been fully reviewed and further instructions sent you from this office.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, July 14, 1886.

SIR: It has been reported to this office that timber is being cut within the limits of your agency by persons who have no contracts with the Indians for that purpose.

You will ascertain whether there is any foundation for this statement, and if you find any such cases take immediate measures to peremptorily stop the cutting.

In this connection your attention is called to office letter of May 22 last, in which you were instructed as follows:

"With the expiration of the present season all contracts terminate, and you will permit no new contracts to be entered into or arrangements made looking to a renewal of operations for the season of 1886-'87, until the whole matter has been fully reviewed and further instructions sent you from this office."

Your report of the 15th ultimo, with result of the season's operations, was duly received and will be taken up as soon as it can be reached.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., June 15, 1886.

SIR: I have the honor herewith to transmit a statement showing the direct results of the lumbering operations which have been carried on during the past winter on the Lac Court Oreilles, Bad River, and Fond du Lac Reservations.

I have been told by many Indians that they have realized and saved more money out of these operations than ever before.

I believe fully 20 per cent. more have been realized the past winter than from any previous logging done on these reservations, and that the result has been obtained in consequence of some discipline which I tried to enforce.

Heretofore all these lumbering operations have been conducted by those engaged in them under many serious embarrassments. Chief amongst these was the fact that the Indian laborers would not carry out their agreements. They understood very well that the contractors for the logs were obliged to employ Indian laborers exclusively and Indian teams when they could be obtained.

From every section those Indian laborers would go to the reservations, engage themselves to work for the contractors at a stipulated price for the logging season. Most of them would work for a few weeks, get their pay, and go away until their money was gone, and after the work was well under way they could combine and put up the wages to twice that for which white labor could be and was obtained in the same locality. In consequence of this state of affairs logging operations were in many cases suspended, great losses occurred, and the spendthrift Indian wasted his own earnings, in which was also consumed the price of the timber, which the allottees should have had. Seeing that the logging operations last winter were likely to be affected from this same cause, I addressed a letter to you on the subject, on September 7, 1885, and in reply thereto you gave me such authority as I thought would enable me to overcome this serious source of loss and injury, and I used it, as I believe, with good result.

I believe it is just as important to teach these Indians honesty and justice, as to labor.

Early in the logging season the same general course of these Indian laborers began to be put into operation, and I personally visited each of these reservations, and frequently afterwards; and I told as many of these Indians as I could see, that they must live up to their agreements, and remain at their work, and if they left, they should not be permitted to return, and that I should see that white men got their places if I could not get honest and industrious Indians to fill them. I instructed the farmers to visit each camp promptly whenever trouble was likely to occur, and to read my letter of instructions (which embodied what I have stated above). These laborers, seeing that there was a determined purpose to break up the course which they had every winter pursued, and which they knew was wrong, remained at their work, and when the camps broke in the spring, many of them had considerable money coming to them; the contractors got along well with their work and the allottees received the full amount which they expected to receive.

The custom that is practiced by all lumbermen in this vicinity is not to pay their men until after their camp breaks in the spring, but if a man has a family he can draw enough money to support them during the logging season. The camps are always supplied with such articles of clothing as are needed. The success of any logging operation depends upon the great mass of men, who are employed in the fall, remaining at their special work during the entire logging season.

The Indians should be required to pursue the same general plan which the white people do, as long experience has shown that certain things are necessary for a successful logging operation and chief, amongst them is that the laborers shall remain steadily and contentedly at their work.

The great fault found with Indian laborers is that they can not be depended upon to remain the length of time they agree to; many of them become expert loggers, and very useful in mills, and wherever logs and lumber are handled, but only a few can get places, because they are in the habit of leaving whenever they take a notion to. If they can be made to realize the necessity of performing cheerfully and faithfully their agreement it will be of immeasurable value to them.

If this logging business continues to be carried on much good to them can be obtained if you will insist as one of the conditions upon which the logger shall employ them be that they shall remain faithfully at their work at good fair wages.

Another source of loss is the uncertainty that has existed as to the approval of contracts and the lateness in the season when they are made.

It is much better for all parties that the contracts be made during the summer. It requires quite considerable capital to cut and bank 2,000,000 or 3,000,000 feet of logs. An outfit for putting in that amount costs from \$3,000 to \$6,000, and cutting and banking them will cost from \$8,000 to \$12,000 more. Most men who own a logging outfit can make arrangements for carrying on the logging operations if they can secure the job in time.

Lumbermen in this country should get into the woods to work in September, and early in the month if possible. The buildings for men and teams should be constructed.

roads cut out and graded, and a large number of logs cut and skidded before snow falls. This is very essential to success.

If the policy of allowing the allottees to cut and sell their timber is to be continued should know it at a very early day, and if any changes in the regulations on the subject are to be made these should be made and furnished me as soon as possible. Only by early information and early arrangements can the best results be reached.

While I, as any agent, would like to be relieved from the many annoyances and outrageous abuse to which I am subjected on account of these logging operations, yet I am constrained to say that these Indians, not only individually, but as a people, are greatly benefited by these logging operations. There are a number of them who have accumulated small fortunes, and their example is stimulating the ambition of a large number to live better and accumulate property. They are all learning to work, but, like other people, some will waste their earnings and become addicted to immoral habits. A goodly number of them have fine horses, oxen, and all other property necessary to make complete logging and farming outfits. These Indians, thus provided, take large contracts themselves and employ laborers and carry on the work successfully. Allottees are getting good comfortable homes, and the general condition of these communities is being greatly improved. Indeed, I think if you should stop these logging operations, there would be much suffering and trouble amongst them.

In making the settlement with the contractors on the Lac Court Oreilles Reservation for last season's operations I took \$12,326.81, belonging to some old men and women who were not capable of taking care of it, and I placed it in Sawyer Co. Bank, Hayward, Wis., and I placed \$1,595.04 in Seymour's Bank, Chippewa Falls, Wis., for their benefit. I allowed them sums ranging from \$5 to \$10 per week as long as their money lasts. The Government farmer must indorse all checks to make them negotiable, and I instructed the banker, when the deposit was made, not to pay any more per week than the amount I specified. This insures those old people a good living for three or four years, while if the money had been paid to them in a bulk, it would not have lasted them three months.

The Indians on the Lac du Flambeau Reservation are now asking for allotments, and they will want to have logging done there during next season. These Indians as a class are the least advanced of any of the Wisconsin Indians under my charge. There are some of them fairly educated, and I think would rapidly improve if some such advantages were opened to them as now exists on the Lac Court Oreilles and Bad River Reservations from these logging operations, and if they are to be continued on the other Reservations there is no reason that I can see why the Lac du Flambeau Indians should be denied similar privileges.

If I should consult my own convenience and pleasure, I would not have any of these logging operations carried on, but if you shall continue the permission to do so, I shall carry out your instructions to the best of my ability, and do all I can to promote the best interests of these Indians.

I desire, however, that you will at an early day, give me full instructions upon the whole subject, as I want every available opportunity of securing the best results to be obtained from the policy, and I can not do this unless every one has ample chance to economize, and get every advantage possible to be obtained in conducting the business.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

NOTE.—Copy tabular statement accompanying the foregoing letter suspended for the present by authority of chairman of select committee.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., July 19, 1886.

SIR: Replying to office letter (L. July 14, 1886), the person who reported to you that timber was being cut at this agency must have had reference to the tie cutting that has been done at Bad River. I allowed the Indians who were clearing their allotments to manufacture the timber cut in clearing into railroad ties.

This enabled them to clear their land, and the ties that were sold helped them buy supplies and hire men to help clear. This is all that has been done.

When I received office letter of May 22d last, I notified the farmer at Bad River and L. C. O. that they should not allow any pine contracts to be entered into for the logging season of 1886-'87 until they received notice from me.

Mr. Walker, farmer at Bad River, has since reported to me that G. W. Forsyth and B. F. Wagley have been giving the Indians money to secure contracts for the coming logging season.

This is a damage to the Indians, as many of them will not do any work as long as they have any money.

I notified Forsyth and Wagley that I would not approve any of their contracts if they secured them in that manner.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., July 21, 1886.

SIR: I have the honor to transmit herewith a communication, addressed to you by Messrs. Dobie & Stratton, licensed traders, Lac Court Oreilles Reservation, Wis., relating to the sale and delivery of pine timber to them by certain Indians of the Lac Court Oreilles Reservation; also a copy of their letter transmitting same to me.

In regard to this communication I would state that, upon receipt of office letter of May 22, 1886, I notified all persons (Dobie & Stratton being among them) wishing to make contracts with the Indians of the La Pointe Agency, that no new contracts could be entered into, or arrangements made looking to a renewal of operations for the season of 1886-'87, until I should receive instructions from the Indian Office regarding the same.

In view of this, therefore, I would respectfully state that I can not approve any contracts made by Dobie & Stratton until I receive definite instructions from you to do so.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

[Inclosure No. 1.]

LAC COURT OREILLES, WIS., *July 19, 1886.*

DEAR SIR: Inclosed we send to you a communication addressed to the Commissioner of Indian Affairs, in which we ask permission to make contracts with certain Indians to whom we have advanced lumber and other supplies.

The Commissioner told our Mr. Stratton that he saw no reason why we should not be allowed to make contracts with these Indians, but before he would permit us to make contracts, he would require us to forward to him a list of the Indians with whom we wished to contract, and if you approved of these Indians making contracts he would grant us permission.

We therefore forward to you our request, accompanied with the names of the Indians with whom we wish to contract, and we hope that you may see fit to approve of Indians contracting a portion of their pine.

There are a great many men on the reservation who are dependent for their support on the employment given them by those who are making improvements, and unless the Indians can get some one to supply them, almost all improvements will cease for this summer.

Hoping that you will favor this proposition, we remain, obediently, yours,
DOBIE & STRATTON.

[Inclosure No. 2.]

LAC COURT OREILLES, WIS., *July 19, 1886.*

SIR: We would respectfully ask permission to make timber contracts with the following list of Indians who desire to sell a portion of their timber to us, that they may be enabled to get supplied with material to build houses and to do other improvements on their patented lands. We have furnished ten of these Indians with lumber and provis-

ions to build good substantial frame houses, and to all we have supplied provisions to enable them to clear land and to do other improvements.

Hoping that you may favor our request, we remain, obediently, yours,
DOBIE & STRATTON.

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

Gi-wi-ta-gi-gi-go-kwe, Paul Sawyer, Kwe-ka-bi-kwe, George Lati-ochard, John Scott, Louis Bellisle, John Quarters, John Lagoo, Shawan, Gust Thomas, A-wau-si-kway, Nodin, Charles Ford, Ka-ta-ki-wi-ga-bow, Na-wa-kwa, Mary Pi-ta-ban-okwe, Ogi-mi-bi-wens-equa, Mi-si-wa-gi-jig, Delia Nesville, Fiomon Corbine, Gagons, Shi-ma-ga-nish, Na-we-ga-gig, Eliza Bi-ka-kwe, Na-wa-kwe-kwe, Gi-kek, sr., Frank Thair, She-ne-gi-jig, Ben-as-ha, Sam Essebon, Robert Boyd, Gi-gi-go-kwe, Alex. Sand, Adolph La Range, Joe Farr, Baptiste Demars, Joseph Blanchoe, John Thomas, Alex. Slater, Antoine Slater, We-osh-I-kwe Martin, Oga-ma-gi-zhi-go-kwe, Martin.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, August 2, 1886.

SIR: I am in receipt of your letter of the 21st ultimo, inclosing a communication addressed to this office by Messrs. Dobie & Stratton, licensed traders, asking permission to make timber contracts for the coming season with certain Indians of the Lac Court d'Oreilles reserve, desiring to sell a portion of their timber, in order to obtain material to build houses and make other improvements on their patented lands; also a copy of their letter to you transmitting the application.

You state that in view of the instructions contained in office letter to you of May 22 last, you have declined to approve any contracts until definitely instructed by this office on the subject.

Your action is approved. Owing to the exceeding pressure of business, your report upon the logging operations for the season 1885-'86 has not yet been reached, but will, it is expected now, be acted upon very shortly. In the mean time the status directed by office letter of May 22 will be strictly preserved, and no new contracts will be entertained pending further instructions from this office. Of course this applies to all reservations under your charge.

You will notify Messrs. Dobie & Stratton hereof.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

J. T. GREGOBY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

ASHLAND, WIS., June 21, 1886.

SIR: I would like for you to see General Atkins, Commissioner of Indian Affairs, in regard to logging on the Lac Court Oreilles Reservation, in Sawyer County, Wis., and see if he won't issue orders to the Indian agent here not to approve of any contracts for logs except those of the regular licensed traders there, Messrs. Dobie & Stratton and myself.

Last season the agent approved of the contracts made by several outsiders, who went on the reservation and cut logs at will with their own white crews and sold goods to the Indians without license or restrictions, so I am informed by Dobie & Stratton and others, whilst the "poor" licensed trader was under the restrictions of the Indian Department and a bond of \$10,000, etc.

These outsiders also bring whisky on the reservation and other demoralizing influences. There are several school and swamp sections of this reservation which these outsiders can locate on, and of course can starve us traders out if they are allowed to contract for the Indians' pine, by not being restricted and bringing in their own labor, etc.

If the Commissioner would not approve of any contracts except those of the licensed traders, these outsiders would leave the reservation and the Indian would get just as much for his logs and fare better.

These outsiders come in the fall and go in the spring, and play a big winning game whilst they are there, and leave the Indian to the trader in the summer, when there is nothing to do. Mr. Gregory, the Indian agent, informs me he has recommended this course to the Commissioner, and I wish you would please exert yourself in my behalf in this very just cause soon as you can, as I have to make some arrangements, according to

the Commissioner's decision, and ain't got any time to lose. I go to Alton to-morrow night, and would be glad to have an early answer there. If you think best I can go to Washington, but guess you can fix it without me.

With best wishes, I am, sincerely, your friend,

H. C. TATUM.

Hon. WM. R. MORRISON,
Washington, D. C.

[Indorsement.]

Respectfully referred to the honorable Commissioner of Indian Affairs, who will please send me a reply as soon as may be, and oblige.

W. R. MORRISON.

HOUSE REPRESENTATIVES, *June 27, 1886.*

UPPER ALTON, ILL., *July 10, 1886.*

DEAR SIR: In regard to the letter I wrote Colonel Morrison referring to the logging operations at Lac Court Oreilles Reservation, in Sawyer County, Wis., which he placed in your hands, I wish to say that what I wish is an order from you to Agent Gregory prohibiting outsiders from contracting or logging the Indian pine, and giving thereby the licensed traders the protection which I am satisfied your policy has been to do on other reservations. If these outsiders are going to have the same privileges which they had last season, a trader has a very poor chance of doing anything.

When I was in Washington I was informed by you, through General Upshaw, that only Dobie & Stratton and myself would be licensed to trade there, which I interpreted to mean we would have the exclusive privileges, which we won't have if these outsiders are allowed in there.

It's nearing the time when I should be making my contracts, and I have my logging outfit and all arrangements made to go to work on as large a scale as you desire to limit me to. Hence I am desirous of knowing the conclusions reached by the honorable Secretary of the Interior and yourself at an early a date as suits your pleasure.

From careful observations up there I am satisfied the Indians will fare much better by keeping the outsiders out than otherwise.

Trusting to receive a favorable reply, I await your pleasure here, and remain,

Very respectfully, yours,

HENRY C. TATUM.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UPPER ALTON, ILL., *August 13, 1886.*

MY DEAR SIR: I am just in receipt of yours 11th instant. I am satisfied the Commissioner don't understand the condition of affairs up there, and to make plain talk I will say it will take an outlay of some \$50,000 to carry on the business properly, and of course I have to get some backing, and in order to get the backing I am to be assured that the Commissioner will protect me against outsiders. As the logging interests of that country represent some \$8,000,000, and if they are allowed to have the freedom of last winter they can freeze me out and bankrupt me in thirty days.

The law says "no one but a regular licensed trader or Indian of full blood are allowed to trade on an Indian reservation," but on the Lac Court Oreilles, where I want to locate, all the main loggers in northern Wisconsin have been getting logs and selling goods up to 1st June, if not later.

Now, I want this stopped, and am ready to open up my store there (which I have the refusal of building unoccupied) at once if I can get this assurance, but don't want to risk \$50,000 in goods and logging outfit without any protection.

Two traders whom were licensed there last year never did a dollar's worth of business, because these outsiders froze them out. I never had any idea of trading off or trying to sell my license, but did look for a strong logging partner, whom I have got, if I can have some kind of a definite understanding. I am honest in my purpose, but it looks like I am being unjustly judged or undergoing the freezing-out process of these Republicans up there who have had their own way for years.

The Bad River Reservation is under same agency, but it seems nobody can do anything on it but Superior Lumber Company, of Ashland, Wis., and Hon. W. F. Vilas vice-president of said company. I have been up there twice, and know of what I speak. My fight is a just and right one, and if they see fit to let me slide, well and good. But

understand me, I am ready to carry out my part at once if the Commissioner will guarantee me protection, and no sell out or compromise with me. But I don't propose to put in any money there till I know where I stand.

I inclose you a letter which I had intended mailing General Upshaw, and you can hand it to him if you see fit.

I want to get settled soon as I can, and am desirous of getting this fixed up at once one way or the other.

And believe me, dear colonel, I don't want to put you to any more trouble, and fully appreciate what you have already done for me.

Sincerely your friend,

HENRY E. TATUM.

Col. W. R. MORRISON,
Washington, D. C.

I would say there is a great deal of difference in running a logging and general store than to operate a store in the Indian Territory, and more money and utensils involved.

[Inclosure.]

UPPER ALTON, ILL., August 13, 1886.

DEAR SIR: In answer to your telegram regarding canceling my license at La Pointe, Wis., will say that after getting my license it was too late for the spring trade, and being only one reservation where was any likelihood of doing anything, viz, the Lac Court Oreilles in Wisconsin, the roads were almost impassable in the spring. I went there in May (say latter part) and found two or three persons trading there without license, and a number of loggers making extensive preparations to go in there to contract for the Indians' pine. I concluded to see the agent about it, and he informed me the Commissioner had written him not to allow any one to contract for the Indians' pine till he examined the matter more fully. I told Mr. Gregory, the agent, if these outsiders were going to be allowed in there, the licensed traders, being under restrictions, would have no show, and that I was going to refer the matter to the Commissioner and await his decision before doing anything. I placed the matter in Colonel Morrison's hands in June, and I have the Commissioner's reply to him, wherein he states he had referred the matter, with my letter, to the honorable Secretary of Interior, and that Colonel Morrison would be advised of the result; and that is what has delayed me so long in getting started up there, and am still awaiting the Commissioner's reply to Colonel Morrison.

I will here state that there has been only one licensed firm on this reservation for several years, namely, Messrs. Dobie & Stratton, so I could not see any harm in my wanting things in proper shape before opening up, when you had licensed two other parties there last year that never made any pretensions whatever during the life of their licenses. There are a lot of strong Republicans up there who don't want me to have them excluded from trading or logging on this reservation, who perhaps have had the matter misrepresented to you. I am prepared to open up there at once, if I can get a decision on the matter, but don't want to go there with license and under bond if others can go there under no bond or restrictions as they have done in the past.

I have written Colonel Morrison and the honorable Commissioner fully in regard to this matter and supposed it was in good hands and would be acted upon. Still, if you see fit to cancel my license before I get this decision, I can't help but think it will be doing me (a good Democrat) a great injustice.

Very respectfully,

HENRY C TATUM.

General A. P. UPSHAW,
Assistant Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,

Washington, August 11, 1886.

MY DEAR SIR: With reference to the logging enterprise at La Pointe Agency, Wis., as to which I have had an extended conference with Agent Gregory, the general results to the Indians in the way of their material advancement appear to be so satisfactory and promising for the future as to render its continuance highly desirable.

Mr. Gregory (who appears to be a thoroughly practical man and to have the good of these Indians at heart) says that the Indians are all learning to work, are getting good comfortable homes, and their general condition is being greatly improved, and that if the logging operations should be stopped there would be much suffering and trouble amongst them.

Of course in a matter involving an aggregate value of some \$350,000, especially amongst Indians, some minor abuses may have crept in which the agent, not being ubiquitous, is unable to control; but upon the whole the business seems to have been singularly well managed and conducted on all sides with honesty and fairness.

The principal question for consideration at the commencement of this new season appears to be whether the contracts with the Indians shall be confined to the licensed traders on the reservations or whether, as heretofore, they shall be open to public competition.

At the outset, in 1882, it appears to have been manifestly the intention of the Department (Mr. Secretary Teller presiding) that the Indians holding patents for their lands should be permitted to contract with whomsoever they pleased, subject to approval of the contracts by their agent and the Commissioner of Indian Affairs, and this plan has hitherto obtained in practice. Outside of Dobie & Stratton, the regular licensed traders on the Lac Court d'Oreilles reserve, who have had the majority of the contracts, the contractors have been but few in number, not exceeding fourteen, all told, on the three reservations where logging has been done, some of whom are half-breeds belonging to the tribes interested.

General Heth, who, you will remember, was sent out last April to the agency to investigate the logging business in connection with charges of fraud, implicating Postmaster-General Vilas and other officials, appearing in the local press of Wisconsin, and who found nothing in his investigation to sustain the charges, recommended that instead of one, as heretofore, three traders should be appointed at Lac Court d'Oreilles, who alone should be contracted with, and his reasons were these:

"Being under bond they will be compelled to sell supplies at prices supervised by you, and a worthy competition will enable the Indian to obtain supplies at less cost than prices fixed by you as fair and legitimate, the price of logs being fixed by supply and demand.

"The Indian can only be cheated in the prices charged for supplies furnished him by unlicensed contractors. The latter—over whom you can exercise no control—sells supplies to the Indians at his own figures, takes a lien on their pay, and leaves at the end of the season satisfied, whilst the licensed trader has to carry these same men over the year, who are now without funds, or receive their displeasure and that of the tribe."

There is some show of reason in this argument, but, in my judgment, not enough to warrant the exclusion of outside competition altogether, and thereby run the inevitable risk of exposing the agent and the office to a charge of fostering monopolies against the declared policy of the Administration. Under the present system all having the means have an equal chance to contract, a healthy competition is invited, and criticism is disarmed. It is true the licensed trader may be at some disadvantage in having to carry a few Indians during the summer months, but this he would probably have to do any way, and I do not see how it can well be avoided.

Beyond General Heth's recommendation, the only person so far who has urged the propriety of confining the contracts to licensed traders is Mr. H. C. Tatum, who, you will remember, was appointed trader at Lac Court d'Oreilles, at the instance of Mr. Morrison, of Illinois.

You will also not fail to recollect that this matter has already been the subject of two investigations during the present Administration—first, upon charges laid before the President by one Cornell, a disappointed office-seeker, and, second, upon statements in the public press already referred to. In both instances the agent was fully exonerated, and the administration of his office with fidelity sustained.

Already the Roman Catholic denomination (as appears in a letter now before us) is beginning to protest against discrimination in the contracts for the ensuing season.

Upon the whole, I am of opinion that to restrict the contracts in the hands of the licensed traders only would be an injudicious proceeding. To do so would not only be in contravention of the original plan of the Department, and deaden competition, but would provoke a storm of adverse criticism which this bureau, in its endeavors towards a just and honest administration of Indian affairs, should not be called upon to endure.

Knowing, however, that this question has already been before you in other ways, I prefer to know that you concur in this opinion before taking definite action on the subject.

An early reply will oblige yours, very truly,

A. B. UPSHAW,
Acting Commissioner.

Hon. J. D. C. ATKINS,
Paris, Tenn.

[Indorsement.]

Respectfully returned to the acting Commissioner, fully concurring in the conclusion arrived at. Notwithstanding there may be some plausibility in the claim set up by the

licensed traders, nevertheless, an open and unrestricted sale of logs by the Indians to the highest bidder seems to be the surest method of securing just compensation to the Indians.

J. D. C. ATKINS,
Commissioner.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, August 19, 1886.

SIR: I am in receipt, by your reference, of a letter dated the 13th instant from Mr. A. C. Tatum, inclosing one addressed to me, both on the subject of the cancellation of the license heretofore granted to him to trade with the Indians of La Pointe Agency, Wisconsin.

Permit me, in reply, to review the facts of the case as they really exist.

Mr. Tatum's license to trade was granted on the 7th April last.

On the 9th August instant (after an interval of over four months) it was canceled for the reason that it appeared that Mr. Tatum had taken no steps whatever to open up a store for trading purposes, as contemplated by his license.

In his letters above referred to Mr. Tatum assigns various reasons for his delay, viz: the fact that when he obtained his license the spring trade was practically over; the impassability of the roads leading to the Lac Court d'Oreilles Reservation, where he specially expected to trade; and his desire to have a clear understanding beforehand as to the rights of a licensed trader in regard to the logging operations now being conducted within the agency.

It is due to Mr. Tatum to say that he had previously written through you, and to this office direct, requesting that an order be issued prohibiting outsiders from contracting or logging the Indians' pine, thereby affording a measure of protection which he deemed necessary to the licensed trader, as being under bond, and subject to office regulations in connection with Indian traders. Answer to these communications was made that Mr. Tatum's application would be duly considered in connection with the general subject, then under advisement. Since then the whole matter has been carefully considered, and the conclusions arrived at by this office are that, whilst there may be some plausibility in Mr. Tatum's argument, to restrict the logging contracts in the hands of licensed traders alone, would not only be in contravention of the original plan of the Department, but also an impolitic and injudicious proceeding, offering a field for adverse criticism, which this bureau, in its endeavors to a just and honest administration of Indian affairs, should not expose itself to. Under the system hitherto prevailing, subject to such additional restrictions as this office may see fit to impose, all having the means have an equal chance to contract, a healthy competition is invited, and the Indian is measurably benefited thereby. I should be sorry to do Mr. Tatum an injustice, but his dilatoriness in action under his license, and his manifest anxiety on the logging question, have inclined me very much to doubt whether, apart from that element, he is anxious for the tradership at all. Mr. Tatum's insinuation that he is "undergoing the freezing out process of those Republicans up there, who have had their own way for years," is as uncalled for as it is unjust.

Very respectfully,

Hon. WM. R. MORRISON,
House of Representatives.

A. B. UPSHAW,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, August 24, 1886.

SIR: I am in receipt of your letter of the 15th June last with detailed statement of the lumbering operations carried on during the season of 1885-'86, on the Lac Court d'Oreilles, Bad River, and Fond du Lac reserves, respectively, showing a net gain to the Indian owners of the pine of \$131,286.46.

I have carefully examined the statement, and apart from the fact that the prices of logs during the season appears to have been rather low, and the cost of banking somewhat high, the general results to the Indians engaged appear to be highly satisfactory, and such as to warrant at all events a present continuance of the undertaking.

I am especially gratified to know that as a consequence of these operations the Indians are learning to work—that a goodly number of them have not only accumulated money, but have fine horses, oxen, and other property necessary to complete logging and farming outfits—that many are getting good, comfortable houses, and that the general condition of the Indian communities is greatly improved.

You state that in making settlement with the contractors on the Lac Court d'Oreilles Reservation for last season's operations, you took \$12,326.81 belonging to some old men and women, who were incapable of taking care of it themselves, and placed it in Sawyer County Bank, Hayward, Wis.; also \$1,595.04 in Seymour's Bank, Chippewa Falls, for their benefit, permitting them to draw sums ranging from \$5 to \$10 per week, as long as their money lasts, all checks of the depositors being indorsed by the Government farmer, and the banks being instructed, when the deposits were made, on no account to exceed the weekly limit specified. This you state insures these old people a good living for three or four years, whereas if the money had been paid to them in bulk it would not have lasted them three months.

Your action in this respect has the full approval of this office, and will serve as a precedent for future similar cases.

Referring to the conversation had with you whilst here as to the proposition to confine the contracts in the hands of the licensed traders exclusively, I have given the subject careful consideration, and have arrived at the conclusion that for various reasons it would be impolitic and injudicious to do so.

But I see no good reason why an outside contractor who furnishes an Indian with supplies, outfits, etc., in part payment for his logs, and thereby virtually, though in a limited sense, becomes a "trader" in the Indian country, should not, in all justice to the Indians and the regular licensed trader, be placed under the same restrictions as the latter.

The license in such cases should not be a general license to trade, but a special license to the extent necessary for the purpose only of fulfilling the contract and should terminate with the contract itself.

By this means the regular trader and the Indians would be protected, competition maintained, and all semblance of favoritism avoided. In short, all would be on an equal footing.

You will therefore require all persons other than the regular licensed traders desiring to contract for the pine and proposing to furnish supplies, etc., on the different reservations to the Indians in part payment therefor, before any such contracts are acted upon, to first conform to the regulations of this office (copy inclosed) respecting licensed traders, by taking out license, furnishing bond, etc., and being in all things subject to restrictions imposed upon regular licensed traders; the number of employes at such trading establishments to be limited to the actual necessities of the case and to be subject to your approval.

Renewing the instructions heretofore given in office letter of October 29, 1885, you are authorized:

(1) To regulate and fix the price, according to market value, of the different grades of pine, below which no contracts shall be approved.

(2) To regulate the labor question, insisting that the Indians shall remain faithfully at their work during the logging season, at proper and reasonable wages.

(3) To regulate the question of white labor in the camps, using just as little of it as possible, and only where absolutely necessary, as in the case of a foreman or instructor, cooks and teamsters, holding all such to a strict observance of the intercourse laws and regulations. In the case of the Lac Court d'Oreille reserve I understood you to say that little, if any, white help would be needed.

(4) To exercise a general supervision over prices charged by contractors for supplies of all kinds, seeing that the Indians are not imposed upon, under penalty of disallowances, revocation of licenses, and refusal to renew contracts.

(5) To see that none but reliable parties are permitted to contract, and that contracts are not made for purely speculative purposes.

(6) To approve such contracts only as are made in good faith, and where the beneficiary manifests an intention of improving his condition and conforming to the habits of civilized life.

(7) In case of beneficiaries being old or infirm, or otherwise incapable of taking care of their money, to see that it is deposited in some reliable bank to their credit, subject to the Indians' weekly or monthly draft, approved by yourself or the Government farmer, in limited amounts for necessary subsistence, or in larger sums to pay for improvements.

Other suggestions of a minor degree for the better prosecution of the enterprise may from time to time present themselves to you, which, within the line of the general instructions given you, you are at liberty to adopt.

The blank forms, for which you made requisition, are now in the printer's hands, and will be forwarded you as soon as ready.

Very respectfully,

A. B. UPSAHW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., September 29, 1886.

SIR: While in Washington, this summer, I made requisition for 500 pine contract blanks, which I have not as yet received. I would respectfully request that they be forwarded as soon as possible, as I need them now.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 13, 1886.

SIR: Replying to your letter of the 29th ultimo, I find on inquiry that the blank contracts and bonds for which you made requisition when here, were forwarded to you direct from the Department, on the 25th ultimo.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 16, 1886.

SIR: I inclose herewith two communications, dated 6th and 9th ultimo, from John B. Denomie, of Odanah, Wis., and Simon Denomie, of Baraga, Mich., making inquiries as to logging matters during the prospective season.

You will please afford them all necessary information consonant with general instructions you have on the subject.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 16, 1886.

SIR: I am in receipt of your letter of the 9th ultimo, making inquiries about logging matters on Bad River Reservation during the coming season, which has been referred to Agent Gregory at La Pointe Agency, with instructions to afford you all necessary information in keeping with the general instructions he has on the subject.

The recommendation inclosed in your letter is returned herewith as requested.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

Mr. SIMON DENOMIE,
Baraga, Mich.

BARAGA, MICH. (BARAGA COUNTY), October 18, 1886.

DEAR SIR: Have you received my letter of September the 9th, 1886? Please let me know if you did or not; if you did I wish to hear from you soon. Please answer my request about my land of Bad River, Wisconsin, and oblige,

Yours, truly,

SIMON DENOMIE.

COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, December 7, 1886.

SIR: In reply to your letter of the 18th October last, I have to say that your letter of the 9th September, making inquiries about logging matters on the Bad River Reservation during the present season, was duly received and referred to Agent Gregory at La Pointe Agency, with instructions to afford you all necessary information in keeping with the general instructions he has on the subject.

Of this action you were advised by letter from this office on the 16th October last, and your recommendations were returned.

Very respectfully,

A. B. UPSHAW,
Assistant Commissioner.

Mr. SIMON DENOMIE,
Baraga, Mich.

LAC COURT OREILLE RESERVE, October 20, 1886.

SIR: I am authorized by several of the members, residents of this reservation, to call your attention to a matter of the utmost importance to many of us, who have made it a business every fall to take jobs or contracts to cut and bank timber for Indians who sell timber to the traders. There is on the reservation as many as fifty camps, and each camp requires from ten to twenty-five men, who must be Indians. This unjust order, emanating from cause unknown to us, causes us an expenditure of hundreds of dollars, which we can very illy afford, to run over several counties to find Indians enough to fill our crews. These men, knowing that they must be had, demand very high wages, which we can illy afford because of the very low price of the timber and exorbitant price of goods and supplies furnished by the traders. It is different with them who frequently buy the stumpage from the Indian, then hire men to run their camps, then run in white laborers which they pay from \$15 to \$26 per month, while we are not permitted to use even such facilities to curtail our expenses. The way they do it is thus:

A trader builds his camp on a school section (16) in which he keeps 15 or 20 men whom he distributes among his camps inside of the reservation, they being within reaching distance from the main camp. Even now, camps belonging to Dobie & Stratton are worked by white men. Their premises around the store and in are all white men. Why we are not permitted that privilege is beyond comprehension. Permit us to make a suggestion in this matter. It would be a great benefit and a favor conferred to let a certain amount of white labor, say every camp be allowed half white and half Indian, any excess of white to be expelled by the farmer, being clothed with proper authority to do so. As it is at present he is powerless to enforce his orders.

You will please take this into consideration. Hoping a favorable reply,
Respectfully,

JOSEPH D. GURNOE.

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

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 30, 1886.

SIR: The inclosed copy of a letter received from Joseph D. Gurnoe, setting forth the disadvantages under which those who take contracts to bank timber labor, in not being permitted to employ white help, is referred to you for consideration and report.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., November 4, 1886.

SIR: Replying to office letter 28512-1886, I understand that the loggers of the Lac Court Oreilles Reservation are having some trouble in getting Indians to work in the logging camps, and that they, the Indians, are wanting the loggers to pay \$40 to \$50 per month, while white men off the reservation are employed at from \$18 to \$26 per month. This will make the cost of banking so great that the allottees will not realize what they

ought to from the sale of their pine, and I told the Indians on my last trip to Lac Court Oreilles that, unless they would work in the camps for the same wages as white men, that I should recommend that white labor be used on the reserve.

Mr. Gurnoe's statements regarding the exorbitant charges for supplies made by the contractors are made either through ignorance or willfulness, as the prices charged do not in any case exceed those allowed by Department circular No. 157.

I would also state that Dobie & Stratton do not have any more white men in their employ than allowed by the Department.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., October 30, 1886.

SIR: While in Washington, in the month of August, 1866, I had a conversation with the acting Commissioner in respect to the Lac du Flambeau band of Indians, and the policy of allotting to them lands under the treaty, as has been done with other bands of the Lake Superior Chippewas, and I understood that such policy would be adopted with the band referred to. In pursuance thereof I held a council with these Indians and approved the selections made by them, and on August 25, 1866, forwarded the list to you.

These Indians assumed that they would be allowed to go upon their allotments and clear them, and they have ever since been awaiting authority to do so.

I have not allowed anything to be done toward cutting the timber and clearing the land, expecting to receive the patents; but up to this time I have not received them. Meantime these Indians have remained upon the reservation in a very destitute condition, expecting to have the opportunity of selling some pine, and, with the proceeds, purchasing supplies and building themselves houses.

The season is now far advanced and I deem it an act of humanity to permit them to proceed with the work, and unless I receive telegraphic orders to the contrary, will assume that I am authorized to do so, and let them arrange for their work next week.

Unless this is done, it will be necessary in my opinion, to issue to them some provisions to keep them from suffering.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

[Telegram.]

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, November 4, 1886.

GREGORY, *Agent, Ashland, Wis.:*

Except as to allotment No. 23, Nannie Stone, allow Lac du Flambeau allottees to go to work and clear their allotments in quantity sufficient for actual necessities, with permission to sell surplus timber. Keep the work well in hand and see that no speculators get in on the reservation. Schedule of allotments will be acted on at once by this office.

A. B. UPSHAW,
Acting Commissioner.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., November 5, 1886.

SIR: I have the honor to acknowledge receipt of Department telegram of November 5, 1886, as follows:

"Will allow all Lac du Flambeau Indians to go to work, except as to allotment twenty-three (Nannie Stone), and clear their allotments in quantity sufficient for actual

necessity, with permission to sell surplus timber. Keep the work well in hand and see that no speculators get in on the reservation. Schedule of allotments will be acted upon at once by this office.

"A. B. UPSHAW,
"Acting Commissioner."

The Lac du Flambeau Indians are very poor and have not even tools, not to mention horses, sleighs, provisions, and the like, involving the outlay of considerable money, to do any clearing. There is only one Indian on the reservation that has a team. It is on the Lac du Flambeau Reservation the same as it was on the other reservation, before the allotments were made; they have nothing with which to help themselves. After these Indians have sold pine for a couple of seasons, they will undoubtedly be in as good condition as any band under my charge. But now they will have to contract with some responsible persons—those who have teams and money—to clear off the timber and cut it into proper lengths and bank it, and then drive it in the spring to where it can be manufactured into lumber. The streams will also have to be improved in order to get the logs to the mills, and these Indians have no money to do it with. There is no other way, and I interpret your message to mean that it may be done in the most economical and best way.

I will therefore permit them to make contracts for the surplus timber cut in making clearings, in the usual form, and subject to the regulations of the Department upon the subject.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., January 26, 1887.

SIR: The Indians on the Fond du Lac Reservation who made applications for allotments on date October 8, 1886, want to know if they will be allowed to sell some of their pine this winter. They are anxious to get money to build houses and get the necessary implements for farming, and I would respectfully recommend that they be allowed to do so.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

JOHN D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, March 24, 1887.

SIR: Referring to your letter of the 26th January last, inquiring whether the Fond du Lac Indians who made application for allotment October 8, 1886, will be allowed to sell some of their pine this winter, I have to say that owing to the fact that the provisions of the severalty allotment act, passed at the last session of Congress, conflict with those of numerous existing treaties with the Indians, the Chippewas of Lake Superior among the number, the approval of further allotments to those Indians is held in abeyance, pending the ruling of the Department on the general question.

Until the schedules of allotments are approved by the Department, it is not safe to permit the cutting of timber on the selections.

The decision of the Department is daily expected, and on its receipt the schedules of allotments hitherto unacted on will be taken up and disposed of.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., July 11, 1887.

SIR: Herewith I have the honor to transmit a statement showing the amount of timber cut during last winter from each tract on the several reservations under my supervision, under contracts made with the Indians. The statement also shows the price paid for the logs by the purchaser from the Indians, the total number of feet cut, and amount received.

The total cut from the several reservations and the amount of money received for the logs is as follows:

Reservation.	Feet.	Value.
Lac Court Oreilles.....	78,069,770	\$452,669.75
Fond du Lac.....	17,866,130	89,518.65
Bad River.....	23,202,972	135,753.72
Lac du Flambeau.....	9,627,885	48,472.45

I call attention that during my absence, and contrary to my instructions, lands were cut on last winter on the Lac du Flambeau reserve, for which I did not have authority from you to authorize.

I do not think any evil purpose was intended, but Mr. Sherman and also Mr. Donellan, who bought the timber, were so pressed by the Indians for food and clothing that they could not refuse them. In some cases it was deserving and excusable, but in other cases they acted mistakenly.

The Indians went to work themselves to cut timber and build cabins on their selections, and Sherman and Donellan bought their surplus timber at prices agreed upon between them. Whilst the price is all right and the logs were properly scaled, yet it was unauthorized. I have included this timber in my report, and every log cut from any of the reservations and removed by any person.

This logging business has required to be paid out a large amount of money for labor, and has of course resulted in securing to the Indians improvement in their general conditions. They find themselves better fed, clothed, and housed than ever before.

Some of these Indians save their money and acquire the habit of accumulating property, while others squander it; but unquestionably their general condition is greatly improved.

It is probable, and I hope for that result, that while their lands are being cleared of timber from which they derive so much immediate benefit, they will acquire a habit of industry and desire to accumulate property, so that those who now save nothing for securing future wants will learn that by labor and industry they can always secure a good living and comfortable homes.

It will be a good many years before lumbering operations will cease on these reservations, but the time will come, as it does to all lumbering districts, when they will be much less than now, and there will be a corresponding decrease of the distribution of money amongst them. Not only allottees, but all who will work, share in this distribution, and good times now exist with them. If the history of other lumber districts is repeated on these reservations much of the land will become agricultural, especially for raising hay.

I suppose the policy under which these operations have been carried on will not be abandoned. To abandon it now abruptly would produce extreme discontent amongst them; and while it imposes upon me duties exceedingly perplexing and annoying and subjects me to severe and unjust criticism as well as outrageous falsehood, yet I can not recommend an abandonment of the policy which has now been carried on so many years and resulted in benefits so important to these Indians.

I desire, however, to earnestly urge upon the Department the necessity of giving me immediate instructions in respect to the matter.

Indians have made their selections and expect to dispose of their surplus timber, and constantly press me with applications to be allowed to contract their timber for the coming winter. It is better for them and all concerned to enter into their contracts not later than the 1st of September. It requires a large outlay of money to carry on successfully a logging operation, and those who begin early realize the best results.

I have forwarded a number of applications for allotments, and if those selecting the lands are required to wait until patents are issued their operations will be either prevented or so delayed that they will suffer much loss.

If you intend to let these Indians sell their surplus timber, I recommend that you

give me authority to examine and approve contracts in all these cases where applications for allotments have been forwarded to you, and without waiting for the patents to be issued.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

(NOTE.—Copy of inclosure (tabular statement) to above letter suspended for the present by authority of Chairman Select Committee.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., September 13, 1887.

SIR: I would respectfully request that I be furnished with 1,000 blank contracts for the sale and delivery of pine timber.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, September 27, 1887.

SIR: In compliance with the request contained in your letter of the 13th instant, I have this day transmitted to you by mail 1,000 blank contracts for the sale and delivery of pine timber.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

Hon. J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

[Telegram.]

Hon. J. D. C. ATKINS,
Commissioner, Washington, D. C.

CHIPPEWA FALLS, WIS., *October 12, 1887.*

No reply to letter 29th ultimo. Is license required to purchase timber on reservation? If so, what character?

THAD. C. POUND.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 18, 1887.

SIR: Under the provisions of the treaty with the Chippewa Indians of Lake Superior and the Mississippi, September 30, 1854 (10 Stat. at Large 1109), a large number of Indians have received patents for 80-acre tracts, variously located on the Lac Court d'Oreilles, La Pointe (Bad River), and Red Cliff Reservations, severally attached to the La Pointe Agency, Wisconsin, restricted against sale, lease, or alienation of the lands thereby conveyed without consent of the President.

Most of the lands patented are heavily timbered with pine.

The Indians being desirous of turning the timber to account, authority was, on September 28, 1882, granted by the Department for all such patentees to cut and sell timber from three-fourths of the track patented, leaving the remaining one-fourth of the timber in a compact body, intact, for their future use for fuel, fencing, etc.

The Indians were not permitted to sell stumpage, neither were white crews to be allowed on the reservation to do the work, but the Indians themselves were to cut and sell, delivered on the bank of a driving stream, lake, or at mill, as should be agreed upon with the purchaser. The logs were to be scaled by a competent person approved by the

United States Indian agent, and scaling charges were to be paid equally by the parties to the contract. Payment was to be made to the Indian owner from time to time during progress of the work, as should be agreed upon between the contracting parties, final payment to be made before removal of the logs. The Indians were to be at liberty to make their own contracts, subject to the approval of the United States Indian agent and the Commissioner of Indian Affairs. Bonds were required from the purchasers in a sum sufficient to insure the faithful performance of the contracts. (See form of agreement and bond inclosed.)

The system was immediately put into active operation, and has continued with marked success and most gratifying results to the Indians during five successive logging seasons. (See Annual Reports of this office, 1884-1887.) The sixth season is about commencing, and contracts in the form prescribed are being entered into by the Indians.

The sixth section of the general allotment act, approved February 8, 1887 (24 Stat. 388), provides:

"* * * And every Indian born within the territorial limits of the United States, to whom allotments shall have been made under the provisions of this act, or under any law or treaty * * * is hereby declared to be a citizen of the United States, and is entitled to all the rights, privileges, and immunities of such citizens, whether said Indian has been or not, by birth or otherwise, a member of any tribe of Indians within the territorial limits of the United States without in any manner impairing or otherwise affecting the right of any such Indian to tribal or other property."

Under date of the 12th instant, Hon. Thaddeus C. Pound, of Chippewa Falls, Wis., telegraphs the following inquiry to this office:

"Is license required to purchase timber on reservation; if so, what character?"

In other words, as I interpret the telegram to mean, will the Department continue to exercise supervision over the making and completion of these timber contracts by the Indians, as heretofore, notwithstanding their status as defined by the act of Congress above cited?

In my report to the Department of the 14th April last, touching the political status of the Mission Indians in California, I took occasion to refer—at some length—to this very provision, in connection with the Indians of other agencies who had already received allotments, and to express the opinion that so long as Congress saw fit to continue the appropriation for the support of a particular Indian agency, no change should be made in the treatment of the Indians attached thereto, or in the attempted enforcement of the intercourse laws thereat, until a court of competent jurisdiction should decide that the act of Congress providing for the appointment of an agent for the care of such Indians was void, and that the intercourse laws were not applicable to them.

By the Indian appropriation act for the current fiscal year (24 Stat., 449) appropriations are made:

For the pay of an agent at the La Pointe Agency, \$2,000.

For the support and civilization of the Chippewas of Lake Superior, to be expended for agricultural and educational purposes, pay of clerk and necessary employes, purchase of goods and provisions, and for such other purposes as may be deemed for the best interests of said Indians, \$5,000.

For the pay of Indian police, and support of schools (a general appropriation).

Illustrative of the extent and character of the logging operations at La Pointe Agency, I quote from the annual report of this office for the present year:

"During the season 1886-'87, 294 contracts for the cutting, sale, and delivery of pine timber, under Departmental authority of September 28, 1882, were made by individual patentees of the Lac Court d'Oreilles, La Pointe or Bad River, Lac du Flambeau, and Fond du Lac Reservations, severally attached to the La Pointe Agency.

"Under these contracts, the Indians cut and banked 726,414.57 feet of timber, at prices variously ranging from \$4.50 to \$6.50 per 1,000 feet, according to quality.

"The net gains to the Indians, after paying all expenses of cutting and banking, was \$273,461.42 (over double the amount realized last season), of which sum \$102,285.03 was taken out in merchandise and supplies furnished by the contractors, and the balance, \$171,176.39, was paid in cash to the individual Indian owners of the timber.

"Of these net gains the Indians received:

Lac Court d'Oreilles	-----	\$177,944.95
La Pointe (Bad River)	-----	42,931.76
Fond du Lac	-----	37,355.94
Lac du Flambeau	-----	15,228.77
Total	-----	273,461.42

"The amount disbursed amongst the Indians for labor in cutting and banking was \$452,953.15. All who will have an opportunity to work, and as consequence, find themselves better fed, clothed, and housed than ever before.

"A majority of the Indians save their money and accumulate property, whilst some squander it; but the agent states that their general condition is greatly improved, and he anticipates still more beneficial results in the future, from the force of example set by the more provident.

"The work has steadily increased from the commencement. Through it the Indians have learned to labor, where otherwise they probably would have been idle; and the personal acquisition of money and property—the result of their own labor—can not fail to stimulate them to a higher degree of industry."

The success of these operations is wholly due to the supervisory care exercised by the Department through its agent and employés over them.

Some idea of the duties devolved on the agent in connection therewith may be gathered from the following instructions issued by this office to the present agent (Gregory) at the commencement of the last logging season (August 24, 1886):

"Renewing the instructions heretofore given in office letter of October 29, 1885, you are authorized:

"(1) To regulate and fix the price, according to market values of the different grades of pine, below which no contracts shall be approved.

"(2) To regulate the labor question, insisting that the Indians shall remain faithfully at their work during the logging season at proper and reasonable wages.

"(3) To regulate the question of white labor in the camps, using just as little of it as possible, and only where absolutely necessary, as in the case of a foreman or instructor, cooks, and teamsters, holding all such to a strict observance of the intercourse laws and regulations.

"(4) To exercise a general supervision over prices charged by contractors for supplies of all kinds, seeing that the Indians are not imposed upon, under penalty of disallowances, revocation of licenses, and refusal to renew contracts.

"(5) To see that none but reliable parties are permitted to contract, and that contracts are not made for purely speculative purposes.

"(6) To approve such contracts only as are made in good faith, and where the beneficiary manifests an intention of improving his condition, and conforming to the habits of civilized life.

"(7) In case of beneficiaries being old or infirm, or otherwise incapable of taking care of their money, to see that it is deposited in some reliable bank to their credit, subject to the Indians' weekly or monthly draft, approved by yourself or the Government Farmer in limited amounts, for necessary subsistence, or in larger sums to pay for improvements.

"Other suggestions of a minor degree for the better prosecution of the enterprise may, from time to time, present themselves to you; which, within the line of the general instructions given you, you are at liberty to adopt."

In addition to the foregoing, every contract made by an Indian of the La Pointe Agency for the sale of timber from his patented tract has to be examined and approved by the agent before submission to this office.

He is also required to see that none but those having patents or approved allotments enter into contracts; that the tracts for which the timber is to be cut are properly identified in such contracts, and that the Indian is not taken advantage of or defrauded in his bargain.

He is also charged with the duty of inquiring into the sufficiency of the bondsmen; of seeing that all claims for Indian labor arising out of the contracts are properly adjusted; that white contractors who may furnish supplies to the Indians as part payment under their contracts are properly licensed by this office; that all unauthorized persons are kept away from the logging camps, and that the Indian intercourse laws are properly observed.

It will thus be seen that every endeavor has been made to throw all the safeguards possible around the system, and considering the novelty and extent of the operations thereunder, it is astonishing with what little friction they have hitherto been conducted, and how much of real advantage has resulted to the Indians.

To now suddenly withdraw the supervisory care of the Department over these operations, and leave the Indians free to make their own contracts and deal with outside parties as they individually see fit or may be induced to do, without any restraining influence, would, in the judgment of this office, be a retrograde movement, seriously embarrassing the Indian service, and productive of disastrous consequences to the Indians themselves.

Such a course would inevitably result in the Indians being overreached, the reservations peopled with unprincipled characters, the intercourse laws violated, and the

authority of the agent set at defiance. In short, it would be subversive of all law and order on the reservations.

The several reservations within the jurisdiction of the La Pointe Agency are "Indian country" within the meaning of the term as interpreted by the courts (*United States vs. Leathers*, 6 Saw., 171), and to which the Indian intercourse acts apply.

So long as these lands remain in a state of reservation, subject to the intercourse laws, and the Indians (notwithstanding the fact that a large number thereof may have already received patents for their lands in severalty) maintain their tribal organization, they would seem to be proper subjects for the protective care of the Government.

And Congress has manifestly acted on this theory in making the appropriations above mentioned, on account of the La Pointe Agency.

Upon the whole, therefore, I am strongly of opinion that the regulations heretofore made and adopted, with reference to the logging operations upon the reservations within the La Pointe Agency, should prevail, until Congress shall cease to provide for the appointment of an agent thereat, or until a court of competent jurisdiction decides that the act of Congress providing for the appointment of such agent is void.

I, however, submit the question for the opinion of the Department.

Very respectfully, your obedient servant,

A. B. UPSHAW,
Acting Commissioner.

The SECRETARY ON THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, October 21, 1887.

SIR: I have considered your communication of 18th instant in relation to logging operations on the various reservations under the La Pointe Indian Agency, Wisconsin, under regulations of the Department and provisions of the treaty of 1854, with the Chippewa Indians, and also presenting the inquiry as to whether, under the provisions of the sixth section of the general allotment act of February 8, 1887 (24 Stats., 388), the Department will continue to exercise supervision over the making and completing of these timber contracts by the Indians, as heretofore, notwithstanding their status as defined thereunder.

In the consideration of this question you refer to the benefits to the Indians which have resulted from their timber cutting for the past few years, under regulations established in accordance with the instructions of the Department, the example to the other Indians, and the necessity for some safeguards to be used in protecting their interests in the future, to prevent their being defrauded in the disposal of their timber.

The views expressed by you as to the propriety of continued supervision over the logging operations on lands allotted to Indians have the concurrence of this Department, not only for the reasons set forth in your letter, but also to protect and preserve from waste the property for which the United States is, by the allotment law and the patent issued thereunder to the Indian, made trustee for a term of years.

The inclosures of your letter are herewith returned.

Very respectfully,

H. L. MULBROW,
Acting Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 27, 1887.

SIR: Replying to your telegram of the 12th instant, inquiring, "Is license required to purchase timber on reservation; if so, what character?" I have to inform you that by direction of the Department all existing regulations touching the making and approval of contracts, the issuance of special licenses, and in all other respects relating to the logging operations on the reservations attached to the La Pointe Agency, will continue as heretofore.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

Hon. THADDEUS C. POUND,
Chippewa Falls, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 27, 1887.

SIR: I inclose herewith for your information a copy of Department letter of the 21st instant, concurring in the views expressed by this office in a report made to the Department on the 18th instant, as to the necessity of a continued supervision of the logging operations at your agency, notwithstanding the status of the Indians as defined by the general allotment act of February 8, 1887; also a copy of a letter written to Hon. T. C. Pound in reply to a telegram from him on the subject.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., February 25, 1888.

SIR: I have the honor to submit for Department action fifty-five contracts for the sale and delivery of pine timber made by certain members of the Lac Court Oreilles band of Chippewas with the Valley Lumber Company of Eau Claire, Wis., as follows: Gwi-ako-ge-jig, Shang-wish, David Bellisle, Delia Nesville, Mary Bray, Bah-quah-o-mo, guardian of Munne, heir of Alexis Corbin, deceased; Maggie Clauthier, O-la-bi-dah-shi-a-no-kwe, heir of Wa-biz-ho-she, deceased; We-wi-ji-ga-bow, War-ba-miner-go-kwe, heir of Boden, 2d, deceased; Wa-bish-ke-gwan, Esther Denashe, Ni-ba-ni-ga-bow-e-kwe, Charlotte Gauthier, Asha-wa-ka-mi-go-kwe, Alexander Gauthier, David Corbine, Alexis Slater, Bi-zhi-kins, heir of Ma-kons, deceased; Besh-kwe-min-di-moie, Sa-wa-did, Charlotte Oshoge, Wa-jashk, sr.; Ke-gan-i-gan-is, Mi-no-gi-shi-go-kwe, Joseph Dugall, Sam Essibon, Kitchi-min-di-moien; Ne-sho-te, heir of Git-chi-i-kwe, deceased; Om-baw-nakwad-o-kway, Shi-shi-bi-di-ni-gau, Na-kins, Be-mo-si-gi-jik, jr.; Ge-hek, jr.; Wa-ban-an-go-kwe, Omo-daims, Ne-sho-te Sa-gad-jin, Oga-ta-be-kwe, and Bid-we, heirs of Min-ana-kwad, deceased; Go-gi-jig-sang, Ikwe-sens Ma-nens, Bi-jig-go-bi-nens, Au-dig, sr.; Alex. Sand, Augustine Corbine, Antoine Des-ne-jis, Git-chi-i-kwe, sr.; Omas-kaw, Bi-tow-i-com-i-go-kwe, Opwa-gen-kwe-sens, Um-bwa-gi-jig, heir of Osa-wi-bi-min-se-kwe, deceased, Ge-bit-we-we, Jane Butcher, Min-de-moie, heir of Pi-ma-si-gi-jig, deceased; Bid-we, Oga-da-bi-kwe, Sa-gad-jin, and War-sa-bis, heirs of Ina-sa-mi, jr., deceased; Ni-ta-wi-ga-bow, Maggie Gould.

I would respectfully request that a bond sufficient to cover all these contracts be sent that I may have the Valley Lumber Company complete it and forward it without delay.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., February 25, 1888.

SIR: I have the honor to submit herewith 101 contracts for the sale and delivery of pine timber made by certain members of the Lac Court Oreilles band of Chippewas with Dobie & Stratton for Department, as follows: Baptiste 1st, Gust. Thomas, Louis Gauthier, Nag-wa-ji-ge-zhigokway, Be-dan-a-quot-o-kway, Chas. Pi-gis-gwi-wi-sens, Joe Martin, Frank Murray, Giz-hi-osh, Main-gau, Kichi-i-kwe, Pe-ma-se-go-jig, John Aallen, Ikwe-wish White, Sophia Lumbar, Julius Carafelt, Wa-zhusk, Mitto-go-mish, Shin-awe-gi-jig, Margaret Demanah, Chase Gordon, Om-bi-bi-ness, Mary Blanchard, Hattie Lumbar, Charles Ford, John Lafare, Obi-mi-gi-ji-go-kwe Quagen, Myra Sophia Blanchard, Angeline Setter, Ge-be-o-se-kwe, John Blanchard, Mary Means, Ma-na-dis Warren, John Farr, Paul Levi, Hattie Johnson, Sa-sid-ji-wan, Mary Ann Ring, Man-da-min, Wm. Boyd, Wa-wi-ens, Augusta Aji-do-mens, Me-twe-osh-i-kwe, Jin-gwas-i-no-kwe, Ena-wi-ga-bow, John Singog, Geo. Corbin, Matilda Lagoo, Frank Homes, She-ne-ge-jig, Mary Trepannier, John Mishler, Bi-na-sha, Aa-bi-ni-gi-jig, John King, Gi-ji-go-kwe, Esther Bellisle, Louis Mishler, Charley Ba-kwa-a-mo, Wm. Dingley, Ena-wi-ga-bow, Austin Ke-bi-os-sang, Ma-no-mag, Bi-shi-kins, Edward Gordon, Ba-guan-ches, Emma Roborge, Og-mia-gi-ji-go-kwe, Jim Jo-ni-ni, George Trotrochard, Charley Quagend, Chicog 2d, Paul Sawyer, Mo-kitchi-wa-no-kwe, Qua-ka-be-kwe, Jim Gwi-wi-sens, Min-

da-moie, Be-na-sha, Oden-a-wi-bi-ness, Ti-bis-co-gi-jig, Taylor Gordon, Au-gi-ga-bow-i-kwe, Bi-ba-ma-sim, Henry Lumbar, Ma-gi-gi-ji-go-kwe, Mary Squires, Bug-we-ma-gi-ji-go-kwe, Oka-bi-ka-mi-go-kwe, Jas. E. Squires, Ma-ma-jik, Gi-bi-twence, John Aki-wen-zie, Ke-we-osh-i-kwe Martin, Gi-ba-wi-kwe, New-ji-na-kwe Ke-wi-ti-no-kwe, Oge-ma-gi-ji-go-kwe Martin, Alex. La-Rock, Batise St. Martin, Antoine Ge-way-gi-zhig, Ching-way-way, Gwa-ko-ge-jig, Martha Kewens, Naw-zhi-naw-kway, Ge-way-ge-zhig, Wa-jashk, jr.

I would respectfully ask that a bond sufficient to cover the above contracts be sent that I may have Dobie & Stratton prepare it.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Wis., March 7, 1888.

SIR: You are hereby authorized during my absence* on leave for 30 days from March 8, 1888, to take charge of this agency and transact for me the business thereof, and I will be responsible for all acts of yours under this authority.

J. T. GREGORY,
U. S. Indian Agent.

H. H. BEASER,

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., March 9, 1888.

SIR: I have the honor to transmit herewith 151 contracts for the sale and delivery of pine timber made by the following members of the Fond du Lac band of Chippewas with Patrick Hynes, of Eau Claire, Wis., for Department action: Louis Petite, Joe Na-ga-nab, Joe Smith, Joseph Lavarge, Sophia Ne-way-go, Ni-gan-i-kwe, Joe Pappio, Adelaide Clark, Joseph Coburn, Shab-way-way, Joseph F. House, jr., Ga-da-e-gau-o-kwe, Peter Anamosung, Frank Leverage, Maggie Sky, Bid-we-we-gi-jig, Annie Winters, Charles Cadotte, sr., Lizzie Na-ga-nab, Louise Na-ga-nab, Charlotte Martin, Peter Anamosung, Frank Cadotte, M. A. Simon, Eugene Donaldson, Mary Martell, Maggie Sky, Therese Sexton, Elizabeth Brown, Edward Mitchell, Ben Lego, Ben Lego, Maggie Charloux, Kate Dubrey, Levi Cadotte, Josette De Foe, John Jibaway, David Ruttle, Edward Smith, Mary Legend, Susan Posey, Nancy Gurnoe, John Wah-ba-no, Hattie Martell, Maggie Posey, Elizabeth Gouge, Angelique Petite, Mary Petite, Charlotte Cadotte, Levi Lego, Joseph Petite, Peter Chatlin, Joseph Fregeau, Isabelle Williams, Angelique Le Fave, William Coffey, Susette Petite, Joe Pappio, William Coffey, Mary E. Fregeau, Joe Smith, James Chatlin, Nata-wa-shik, Frank Montray, Edward Smith, Frank Roussain, Edward Rabideaux, Eliza Martell, Mary Ann Ma-ke-di-mi-go-kwe, Joseph La Fave, Marcelline Couture, Ed Rabideaux, Mad-jish-kung, Mary Rabideaux, Joseph St. John, Mary Ruttle, John Osagi, Isabelle Lemieux, Delma Fregeau, Angelique La Fave, Me-kwa-mi-wi-ji-jig, Mary Drew, Wa-bish-ka-be-keve, Joe De Foe, Peter C. Morisset, Catherine Lord, Delma Fregeau, Antoine Le Fave, Julia Lemieux, Antoine Martell, Sophia A. Na-ga-nab, Julius Cadotte, Mash-kwe-sauce, Emma Scott, Eugene Danielson, Eliza Scott, Shab-way-way, Margaret Martell, John McCarty, Hattie Martell, Nancy Gouge, Margaret Martell, Chas. Cardotte, jr., Annie Cardotte, Eliza Scott, Peter Lemieux, Frank Jackson, Joe Martin, Ba-ma-shi-kwe, Louis La Prairie, Emma Skye, Mary Dubrey, Joe Coburn, Josephine Fregeau, Marceline Couture, Frank Blair, Frank Duguet, Sophia Roberts, Charles Thompson, Joseph Landrie, Louis McKenzie, Sophia H. Na-ga-nab, Lizzie Landrie, Maggie Bungo, Maggie Martineaux, Josette Landrie, Leo Lord, Chas. Lord, Frank De Foe, Isabelle Martineau, Philomen Lord, Frank Lemieux, Julia De Fauld, Elizabeth Gouge, Wa-ba-tow, Adelaide Clark, Chas. Fregeau, Louis Schtlin, Frank La Duc, Antoine Coutun, John Wa-mi-gwon, John Wa-mi-gwon, Louise Na-ga-nab, Josette La Fave, Susan De Fow, Cecile Michael, Peter Petite, John McKenzie, Josette Landria, Maggie McKenzie, Lizzie Roussain.

*State cause of absence; if on "leave," date of commencement and length thereof; if under orders, a copy should be annexed.

I would respectfully request that a bond sufficient to cover the above contracts be forwarded, that I may have Mr. Hynes properly execute it and return it for file in the Indian Office.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent,
By H. H. BEASER,
Clerk.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., March 10, 1888.

SIR: I have the honor to submit herewith, for Department action, 54 contracts for the sale and delivery of pine timber made by certain members of the Lac du Flambeau band of Chippewas, as follows:

With A. M. Sherman, of Eau Claire, Wis.: Ni-gan-i-gi-ji-go-kwe, Ki-ni-wa-na-kwat, John Ga-gons, Ni-tum-i-gi-ji-go-kwe, Ko-to-kwe, Mis-ko-gi-ji-go-kwe, Ta-wi-gi-ji-go-kwe, Wi-i-an, Wa-ia-kwa-ka-mi-go-kwe No. 2, Mi-no-gi-ji-guk, Mi-gi-sens, Ata-ge-kwe, Och-wa-si-no-kwe, Ga-bi-gi-jig, Pi-ta-wi-gi-ji-go-kwe, Wo-dis-kwa-o, Wa-ko-wis-kung, Ba-twan-e-gun, Be-ba-ma-shi, Ma-ji-kiw No. 1, Se-ka-si-ge-kwe, We-shi-o-kwe, Gue-ki-ga-bow, Bas-we-we-gi-jig, Oje-chog, Ga-wi-la-we-wi-dang, Ne-ga-ni-gi-jig, Charles Starr, O-gi-she-ashi, Ne-na-i-gi-jig, Joe Sha-da-mo, Osa-wa-ka-mi-go-kwe, Ga-gi-ge-iashi, Bindi-ge-as-si-no-kwe, Ke-bi-chi-gi-jig, Oga-be-gi-ji-go-kwe, Osha-wa-bi-go-kwe, Ashi-bi-ko-kwe, Wa-wa-shi-o-kwe, We-she-shi-og, Be-sha-ba-no-kwe, She-bi-ah.

With Joseph Allen, of Lac du Flambeau, Wis.: Na-wa-kwe-gi-ji-go-kwe, Na-wa-cum-a-go-kwe, Da-gi-ji-go-kwe, Si-ni-ki-gum, Mi-ta-wa-ni-ni, O-sha-was-ko-gi-jig No. 1, Oge-ma-wa-bi-go-kwe, Kish-kan-a-kwad-o-kwe, Bim-we-we-gi-ji-go-kwe, Bo-da-ji-gi-wi-ni-ni, Wa-bi-ke-kek, Ni-gi-ni-gi-jig No. 2.

I would respectfully request that bonds sufficient to cover the above contracts be forwarded, that I may have them properly executed by the contractors and return them for file in the Indian Office.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent,
By H. H. BEASER, Clerk.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., March 12, 1888.

SIR: I have the honor to submit herewith thirty-seven contracts for the sale and delivery of pine timber made by the following members of the Lac Court Oreilles band of Chippewas, with England, Thomas & Clark, of Hayward, Wis.: Bam-pi-do, Ni-tam-i-gi-gi-do-kwe, Mino-gi-jig, Charley Denashe, Ni-ga-ni-ji-go-kwe, Sennis La Rush, Na-ba-og and Kwe-kosh, heirs of Ge-we-taw-ge-zhig, deceased, Awan-se-kway, Nin-ge-wen-zie and Mi-gi-sens, heirs of Ma-ne-do gwi-wi-zwins, deceased, Oga-ba-ge-jig and Ni-gau-i-gi-ji-go-kwe, heirs of Bi-da-sin-o-kwe 2d, deceased, Oga-ba-ge-jig and Ni-gan-i-gi-ji-go-kwe, heirs of Bi-ji-kins 2d, deceased, Maggie La Rush, Mitto-go-mish Au-ji-ga-bow, Harriet Duprey, Louis Beauregard, Na-sa-wa-gi-sis, Maw-sa-na-kwet, Charley Ka-gi-di-a-kwe, Frank Beauregard, Nub-i-na-cum-i-go-kwe, Sophia La Rush, Na-minse, Mis-ko-a-gi-jig, Zhen-o-wa, Aki-wens Apicon, Be-si-baus, Be-bwe-ni, O-ta-wa, Alex Whitefeather, John Diamond, Levi Lagoo, Mo-ni-ai-ni-ni, Ga-gi-ge-gi-ji-go-kwe, Ki-ne-shaw, Au-gi-gi-zis, Gish-ki-ta-wag, Ogi-da-ka-mi-go-kwe, Chin-gwe.

I would respectfully ask that a bond sufficient to cover the above contracts be forwarded that I may have it properly executed and returned for file in the Indian Office.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent,
By H. H. BEASER,
Clerk.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., March 13, 1888.

SIR: I have the honor to submit herewith twenty-four (24) contracts for the sale and delivery of pine timber made by members of the Bad River band of Chippewas, as follows:

With Alphonso A. Maxim, jr., of Ashland, Wis.: Joseph Current, Oge-wansee, Oge-mause, Wa-boz, Na-wa-kwa-ge-shik or John Smart, John B. Mayotte, heir of Wa-boze Min-de-moia, deceased; Mary Amouse, May-no-kaw-se, Day-daw-ka-ni-osh, Ma-ka-deni-ko-maie, Ta-ba-sa-sin-no-kwa, Thomas Haskins, Omash-ka-was-in-o-kwe, Ozhi-ba, Edward B. Haskins, Jack Frost, Mis-kwa-ge-she-go-kwa, heir of Me-no-ge-zhig-wa-be, deceased; Ke-che-ge-kwa-yosh.

With Peter B. Ferguson, of Ashland, Wis.: Mary Stoddard, Frank Belonger, William Morrin, Mary Cadotte, Henry La Pointe, Charlotte Belonger.

Bonds with approved sureties accompany each contract.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.
By H. H. BEASER,
Clerk.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., March 14, 1888.

SIR: I have the honor to submit for Department action thirty-six (36) contracts for the sale and delivery of pine timber, made by members of the Bad River band of Chippewas, as follows:

With Edward Haskins of Odanah, Wis.: Ke-wa-ga-bow-e-qua, Mizi-gaw, Ke-wa-dire-o-kwa, Andrew Skinaway, John Skinaway, Frank Beson, Rachel Wesley, heir of John Holiday, deceased, A-bi-tosh-kaue-o-kwe, Joe Buffalo, heir of She-ba-gi-jig, deceased, Nawau-da-go-kwa, sr., Charlotte Coudecon, Kwa-ke-e-ga-she-go-kwa, Oga-ba-ge-won, Wawis-e-ge-shig, Frank Chingway, She-ba-je-won-o-kwa, Oka-na-ma, heir of Oga-ba-law-nakwad-o-kwa, deceased, Louis Manypenny, Mary Beson, Joseph Northshore, On-deg, Charlotte Haskins, John Blackbird.

With Ed Brown, of Odanah, Wis.: Ka-ka-wa-ba-doy, Lizzie Stoddard, Kwesh-ko-nagos, James Smart, Cecile Chingway, Antoine Brisette, Sha-ba-dio Cloud, Ne-non-ege-shig-go-kwa, Frank Green, Samuel Green, Nancy Starr, Kitebi-e-kwa, heir of Mink Star, deceased, Wa-sesk-kung 2d.

I would respectfully request that bonds sufficient to cover the above contracts be forwarded that I may have them properly completed and returned for file in the Indian Office.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.
By H. H. BEASER,
Clerk.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., March 16, 1888.

SIR: I have the honor to submit for Department action thirty-one (31) contracts for the sale and delivery of pine timber made by members of the Lac du Flambeau band of Chippewas with Charles H. Henry, of Eau Claire, Wis., as follows: A-ji-gwan, Med-weias-sung, Omash-ka-wi-gi-ji-gwebi, Be-shi-go-ne-si-kwe, Awai-ni-she-min-da-moie, Was-sa-ni-ni-bi, Be-shi-gi-jig, Mad-ji-iash, Na-ie-kwa-gi-jig, Mau-da-man, Oni-tum, Ni-ba-i-osh, Sha-go-na-shi-kwe, Se-ka-si-ge, Sophia, Rising Sun, Peter Corn, Sha-ga-be-ok, Gim-in-au, Frank Cadott, We-mi-ti-gosh. Be-mash-i-kwe, Ekwe-gi-ji-go-kwe, Bi-da-na-

kwadd, Ni-ga-ni-jig No 1, Na-wa-queb, Weezo, Ga-ga-go-bi-kwe, Man-da-min-is, Pi-dense, Ba-bi-dosh.

A bond with approved sureties accompanies each contract for file in the Indian Office.
Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.
By H. H. BEASER,
Clerk.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., March 17, 1888.

SIR: I have the honor to submit herewith seventeen (17) contracts for the sale and delivery of pine timber made by the following-named members of the Bad River band of Chippewas with John B. Denomma, of Odanah, Wis.: Antoine Pero, Shaw-bon-dist-kung, Edward E. Connor, Bo-ka-way, Pe-mo-sa-ge-gi-go-kwe, Ba-sha-na-quod, heir of Eda-wi-gi-jig, deceased. Me-she-ka, jr., or Joseph Martin; Pas-cua-ti-a-mo, heir of Makaw-an-e-we-gwon, sr., deceased. Charles Charrette, jr., Oga-ba-ge-shii-go-kwa, John Bo-co-way, Mi-ke-nok, or Samuel Stoddart, Ma-ge-con-a-go-kwa, Oka-k-gi-shi-go-que, Lizette Denomie, Frank Cozino, Frank Gist-kak.

A bond with two approved sureties accompanies each contract.
Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., March 23, 1888.

SIR: I have the honor to submit, herewith, one contract for the sale and delivery of pine timber made by Angeliqe Seymour, a member of the Bad River band of Chippewas, with Peter P. Ferguson, for Department action.

A bond with two approved sureties accompanies the contract.
Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.
By H. H. BEASER,
Clerk.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

GROUP No. 2.

Copies of complaints made by the Chippewa Indians of the La Pointe Agency, Wisconsin, up to the time of their visit to Washington, in February, 1888, with the reports of the special agents sent to investigate them.

The PRESIDENT:

Near the headwaters of the Chippewa River, in Sawyer County, Wis., is a band of Indians located on what is called the Court Oreilles (Coot-eray) Reservation. This tract is covered principally with pine, and is mainly valuable for lumbering purposes.

Four years ago the Government adopted the plan of making allotments of 80 acres to each one of these Indians, minors excepted, upon condition that they should not sell the land, and should cut and haul the logs themselves without white labor. These Indians had no means, nothing to work with, his whole outfit consisting of only a gun, a squaw, and a yellow dog. To remedy this and to enable them to procure supplies, a company was allowed to locate on the reservation as "post-traders."

Thad Thayer had held a permit to trade with the Indians for many years, but his trade was chiefly in furs and peltries. As soon as log-cutting commenced Thayer took in a partner with a cash capital of \$300, a plain, unpretentious Scotchman, who had done considerable of cruising in the woods, by the name of Dobie. Thayer was an open, free-hearted, devil-may-care sort of fellow, who lived with a squaw, and after one winter's operations Dobie "froze" him out.

About this time Dobie sends for a younger brother who was at school in Canada, to come on and help. The two brothers having a brother-in-law by the name of Stratton, the three now joined together under the firm name of Dobie & Stratton.

When the elder brother (Dobie) went in with Thayer they had only a small store on the north part of the reservation at Pah-quah-wong, but on the organization of the new company the store was increased in size and a large hotel built. In the following year they built a large store, hotel, and blacksmith-shop at an Indian village some fifteen miles from Pah-quah-wong, and since then have run business at both places.

The \$300 that Dobie at first invested was a "plant" that produced well, as the company were now branching out heavily. The Indians were permitted to contract to cut and deliver logs on the ice for \$5 to \$6.50 per 1,000 feet board measure. The most of these contracts were made with Dobie & Stratton, and supplies furnished at an average of 100 per cent. above cost. One million feet therefore at \$5 per 1,000 (\$5,000) would really cost the post-traders only \$2,500. If these logs were then sold to a mill company at \$7.50, which was about the price for good logs, there was a clear profit on this transaction of \$5,000. Allowing Dobie & Stratton to get 20,000,000 feet per year, and we have a net return of \$100,000 profit—a sum quite sufficient to make a satisfactory dividend considering the amount invested.

The standard price for this class of pine timber is about \$3 per 1,000 feet "stumpage," just as it stands in the tree. A million feet would thus be worth \$3,000, if the owner was allowed to make sale of it in that way, but this privilege is denied him. He must cut it first; but for a want of knowledge and skill it is almost impossible for him to carry on the business successfully.

The best white men we have, with all the necessary appliances and the practical experience of many years, very often fail of remunerative profits in the logging business; how then can it be expected that a wild Indian would succeed, born with a disposition to abhor labor, and who has been accustomed all his life to follow the chase? Under the regulations that have been established, an Indian purchases his "logging kit," hires his "crew," and commences operations. "On clear, bright, sunny days he drops his tools and pays a visit to his friends, and when the weather is rough and wild he lays up; but the notch is cut in the stick at the close of each succeeding day, giving most unmistakable evidence that he has put in full time." (The above in quotation marks I copy from what I wrote last winter.)

When springtime comes and he finds himself in debt he naturally concludes that there is something wrong. He has not only lost his timber, but his winter's work. This was the situation when I was called upon by some of the most intelligent of these Indians, in the early part of October one year ago, to visit the reservation and render them such assistance as was in my power. (I had employed many of these Chippewas years ago to build a road—Indians who never had worked a day before in their lives—giving them good pay and making them satisfied, and at the same time securing their confidence. This, I suppose, is the reason why they called on me, as above stated.) I remained on the reservation all winter, with the exception of about ten days, when I came home to vote, walking over 100 miles rather than lose that privilege. Complaints made to Agent Durfee at Ashland, Wis., would receive no notice, and a half-dozen letters directed by different parties to the Commissioner of Indian Affairs had not been answered. No one could be reached who would square around and pay attention. I therefore wrote to the honorable Secretary of the Interior, inclosing it to Hon. Isaac Stephenson, M. C. from Ninth district, Wisconsin. This letter was probably referred in the usual way to the Commissioner of Indian Affairs, and then the storm burst.

I had stated that, in my opinion, the Government inspector of logs was not reliable, and that it had been charged, with some show of reason, that he was in the practice of keeping two sets of scale books.

This portion of my letter was copied by the Hon. William T. Price, M. C. from Eighth Wisconsin district, and sent back to the inspector or log scaler. On receiving it he worked himself into a state of demoniac rage, threatened to blot me from existence, and used more profane and abusive language than I had ever before heard from any one in the same space of time. This storm had nearly reached the force of a cyclone, for the Government farmer, an ignorant and irresponsible Canadian Frenchman, now came forward to assist the scaler, and insultingly ordered me to pack up at once and leave the reservation or he would eject me by force. The unwarranted conduct of the scaler and farmer led me to suspect that my suspicions were well founded, and I determined to

remain and continue my investigations. They were evidently playing a desperate game for a big stake, and to make the thing run smoothly it was necessary to get me out of the way.

Henceforward while I remained there were hoots and yells, and blasphemous oburgations and maledictions, coupled with scoffs and jeers and threats of violence from the boorish henchmen of this Scotch company. A part of this incivility and abuse, however, came from some men employed by an Irishman called "Black Dan," who is the alleged owner of section 16—a school section—and although surrounded by the reservation, is not a part of it. Dan keeps store and makes contracts with Indians for logs, the Government requiring him to give bonds to pay for them before removal. There is money enough in the timber still standing on the reservation—about 400,000,000 feet—to make the Indians all comfortable and still leave a fair profit for those who deal with them. What I objected to was the building up of a corporation of vast wealth on the one side and leaving these wards of the nation, not only penniless but paupers, on the other.

In one of my letters last winter I used these words: "Of all the different forms of vice that go to make up the catalogue of crime, that of stealing from the Indians, it seems to me, should be held and regarded as blacker than all the rest. Once the owners of a continent, they are now piteously pleading for barely enough ground in which to bury their dead."

In March last, after the change in the administration had taken place, I was requested by an ex-member of Congress, then in Washington, and also by a railroad official of Milwaukee, Wis., both of whom had known of my having passed the winter on the reservation, to forward "facts and figures," if I had them, that would show crookedness on the part of Agent Durfee and give just cause for removal. The "facts and figures" were soon forthcoming, not long after which Durfee retired and a Mr. Gregory was selected to fill the place. I was highly gratified when the new man came in, as I was satisfied the previous most corrupt management would all be changed and the Indians be able to get a fair deal.

I even wrote Mr. Gregory, proffering my services as "farmer," but to this day no answer has come. A few days ago a friend of mine—I have promised to withhold his name—an honorable and high-minded man, the mayor of a city and editor of a strong party journal, entirely at his own option, and without any solicitation on my part, visited Ashland purposely to see Mr. Gregory, ascertain his policy and plans, and suggest my name for some position under him.

The gentleman has returned from his self-imposed mission "a sadder and" perhaps "wiser man." I have not been able as yet to get any explanation as to the result of his interview, but he seems to be mad clear through. As near as I can get at it he was received and treated with supercilious contempt.

Under this new Agent Gregory Dobie & Stratton have received an extension of their lease, and my friend was informed that Stephens, the log-scaler, and Paro, the inefficient and unscrupulously corrupt Frenchman, were both to be retained.

The old and corrupt "ring," with "all that the name implies," are to be continued and the Indians virtually robbed and reduced, as a portion of them were last winter, to the necessity of subsisting upon the flesh of horses that had died of disease.

I have already alluded to Dobie & Stratton and the way they got in here, but I know but little of their antecedents.

Personally they are gentlemen, and "the mildest mannered men that ever scuttled ship or cut a throat." They have quite a number of clerks and assistants imported from Canada, and I very much doubt if there is one among the number entitled to vote. Their head clerk, Miller, is a captain in the Canadian militia, and holds the "blarsted" Yankees in supreme contempt.

I can not see what right this Canadian company have to these valuable concessions and privileges; neither can I discover the motive that prompts the agent to retain the farmer and scaler, when it is known that they are not fitted for the positions they hold but not fill, and notwithstanding the strong pressure that has been used by the Indians to have them removed. These poor, uncultured red men have a constant burden of complaint, bordering on grief. From one end of the reservation to the other one will hear this refrain: "The farmer, he no work 'em for Indian; he work 'em for white man all the time."

As their friend, and acting to a certain extent, although in an unofficial capacity, as their representative last winter, I tried to reason, explain, remonstrate, and protect; but these fellows were strongly entrenched, and my feeble efforts in behalf of these Indians were laughed to scorn.

I tried to get the rule changed, so that two or three white men could be allowed in each Indian camp to keep their tools in order, learn them how to cook and how to care for and manage oxen, etc. This was peremptorily denied or refused.

Dobie & Stratton didn't want it, and so the agent, Mr. Durfee, didn't want it, and so

the Commissioner of Indian Affairs at Washington didn't want it. It was to all intents and purposes a "close corporation."

Each one helped the other and all helped themselves unblushingly and without shame to the property of the Indians.

The true ground of opposition to white labor was this. A white man earning a hundred dollars would carry it all away with him in the spring, while the same amount given to an Indian would probably be spent at the store inside of thirty days.

Next I tried for a savings bank, in which those who had the luck to come out ahead would have a secure place to deposit their earnings. I explained that a plain log structure would answer, and that it might be placed in charge of the Catholic priest, and kept open a few hours on Saturday of each week. All sorts of objections were raised to this, Dobie & Stratton, as usual, kicking stronger than anybody else. They claimed that they had a big safe in the store where the money of the Indians might be kept as well as in a bank. The Indians had tried this the year before.

One of them placed in the store safe \$800; then they (Dobie & Stratton) set to work trying to please his fancy and coaxing him to buy goods, so that in a little while their bill was equal to the amount of deposit, and the Indian never took out one single dollar of the money he had put in; it all went for goods, and the most of it for such classes and kinds of goods that he did not want.

Among my other efforts in behalf of these Indians I made application for fish to stock the lakes, and if the Commissioner of Indian Affairs had had control of the Fish Department I never would have got a single sucker.

I wrote Secretary Teller last winter that if I could not secure some sort of modification of the then existing condition of things on the reservation in a legitimate way through the proper action of the officers having control of such matters, I would take the next course left to me—appeal to the people through the press, and I feel just that way now.

This letter was intended for the officers of the Veterans' Rights Union, having their headquarters, I believe, in Brooklyn, N. Y. I have given the subject deliberate thought, however, and decided to send it direct to you. I am a soldier and served three years and upwards in the late war. I do not claim any special credit for this; it was a duty that I owed my country, and I performed that duty to the best of my ability. Have always been allied with Democratic party and was a voter in 1844, when the "great commoner" was defeated by James K. Polk. Am not an "offensive partisan" in any sense of the word, and never have held office in my life.

Have always kept a "back seat" and was satisfied if I could "boost" others with my pen. Financially, I am in a crisis, and since I thought, perhaps erroneously, that I had made it possible for Gregory to get his place, I appealed to him, not for money, but a situation where I might be useful.

With regard to the present or future status of these Indians I have no Utopian theories to advance. I simply want justice, and this, under Dobie & Stratton, aided and abetted by Stephens and Paro, I am satisfied can not be had.

The above remarks are respectfully submitted for your consideration and decision, in the firm and confident belief that justice will ultimately be done "though the heavens fall."

Very respectfully,

B. CORNELL.

CHIPPEWA FALLS, WIS., *October 26, 1885.*

NOTE.—About eight years ago it was decided to grant 80-acre allotments of land to the Court Oreilles band of Chippewa Indians. The Lake Superior agent, Dr. Mahan, and the special Government agent sent from Washington, in connection with a representative of the lumber firm of Knapp, Stout & Co., Menomonie, Wis., the largest lumber manufacturers in the United States, visited the reservation, taking with them a large number of Indians who had been occasionally employed by the above-named firm in log driving, rafting, etc., on the Red Cedar River, and who were entirely under their control.

These Indians' names, with the description of the allotment each intended to secure, were forwarded to Washington.

Not another Indian except those I have referred to had any knowledge of what was going on, and which was naturally of deep interest to them all, but it soon leaked out, and then I was requested by the Indians on the Chippewa River to proceed at once to the reservation, find out all I could about the transaction, and report. When I reached their reservation I could find neither map, chart, plat, diagram, books, papers, documents, nor instruments of writing of any kind. All records of whatsoever kind had been

removed. It was a sharp trick to give the Red Cedar Indians the pick of the land, and keeping all information as far as possible away from others. I wrote a protest against the whole proceeding to Hon. Carl Schurz, the Secretary of the Interior, and the matter was not heard of again during that administration.

This business, however, was revived soon after Garfield succeeded Hayes.

B. C.

EXECUTIVE MANSION.

The within communication is respectfully referred to the Secretary of the Interior. By direction of the President:

DANIEL S. LAMONT,
Private Secretary.

DEPARTMENT OF THE INTERIOR, *November 10, 1885.*

Respectfully referred to the Commissioner Indian Affairs for investigation and report on the matters herein alleged against the management of affairs on the Lac Court Oreilles reservation.

H. L. MULDEW, *First Assistant Secretary.*

CHIPPEWA FALLS, WIS., *November 9, 1885.*

The PRESIDENT:

Having already called your attention to the condition of affairs on the Court Oreilles Indian Reservation, I desire to give the following additional statement:

For over twenty years past the Lake Superior Agency for the Chippewa Indians has been located at or near Ashland, Wis. Dr. Mahan, who held the position many years, lives at Ashland. Mr. Durfee, who succeeded Mahan, also resides there, and the present agent, Gregory, has his domicile at the same place.

They have been doubtless connected in social, business, and family ties; attend the same church, belong to the same club, etc. This may account for the fact that a change in the head of the agency, and the retention of all minor officers, is followed by exactly the same routine in its business management as existed before.

When the timber on the reservation is exhausted, there is nothing left, the soil not being adapted to cultivation, except to a very limited extent. What timber there is should, therefore, be saved for their future benefit and support. Dobie & Stratton expect to get from the Indians the coming winter 20,000,000 feet of pine, and Dan McDonald (called "Black Dan") 7,000,000 more. Other parties will probably purchase enough to run the amount to 30,000,000. This is worth \$90,000 just as it stands; but let the present management go on, and when spring time comes, after having given all their labor, there will be less than \$10,000 left for those who own the timber.

The Northwestern Lumberman published a statement the other day that in a few years the pine on the reservation would become exhausted, and then the Indians would be compelled to resume their original diet of game and fish.

In view of the above, I would suggest that the Court Oreilles Reservation be detached from the Lake Superior Indian agency and a resident agent be appointed and required to devote his time exclusively to the interests of the Government and of the Indians. If it was thought proper to make this change the Government log-scaler and farmer could both be dispensed with, and the agent take the whole responsibility and management, perhaps requiring only the assistance of a clerk at a moderate salary.

The following copy of a letter to a friend (name suppressed) was handed to the present agent, Mr. Gregory, at Ashland, soon after it was written:

"CHIPPEWA FALLS, WIS., *October 12, 1885.*

Hon. _____.

"DEAR SIR: I have heard it was your intention to visit Ashland some time during the present month. If you do go, I wish you would say to Mr. Gregory, the agent of the Chippewa Indians of Lake Superior, that I do not think there is any necessity for appointing an inspector to scale the logs on the Court Oreilles Reservation. The farmer should be both competent and willing to look after that himself. The position of head scaler is virtually a sinecure. The price charged for scaling, under present regulations, is 9 cents per thousand. This he sublets at 4½ cents, puts the other 4½ cents in his pocket, and does nothing.

"I am in favor of reducing this charge from 9 cents to 5 and let the farmer have the supervision of it. In the winter of 1883-'84, the amount of logs cut on the reserva-

tion, was about 33,000,000. A reduction from 9 cents to 5 would have saved over \$1,300, and estimating the amount of timber still uncut at 400,000,000 would make an aggregate reduction on present charges of \$16,000—a sum that might just as well be saved and devoted to school or other purposes.

"Many of these Indians were employed by me during the entire summer of 1867, when I was building the Flambeau Road; Indians that perhaps had never before done a day's work. Of course under the circumstances I felt a deep interest in them, and at the request of several of their leading members I visited the reservation in October of last year, and remained until nearly the close of March following; only being absent long enough to return to Chippewa County and cast my vote.

"My object was to investigate the system of management on the reservation, and, so far as possible, protect the Indians in their rights. This six months service I gave without charge. There is another thing to which I would like to call the attention of Mr. Gregory. On two occasions last winter, and I believe the practice has been continued since, about twenty-five Indians and half-breeds were taken to Madison, Wis., ostensibly to testify against persons charged with selling liquor to the Indians, and on reaching there *only two or three of the number were put upon the stand*. The remaining portion were carried there and back at the expense of the Government, and without any definite object except to profit the railroads and put money in the pockets of Government officers. In plain terms, this practice is not much better than a direct swindle. If they must have witnesses let them take those only who can testify as to the facts in the case and leave the rest at home.

"Very respectfully,

"B. CORNELL."

After carefully perusing the above letter, the only response that was elicited was this, "Your friend is altogether too honest;" that is to say, if those other fellows, Dobbie & Stratton and Agent Durfee, have acquired wealth in picking up and enjoying the benefit of the golden eggs, why should we kill the goose that laid them?

The contracting for these Indian logs, I presume, is now going on rapidly on the reservation on the old terms and at the old scale of prices.

With reference to these contracts and prices, in one of my communications last winter I made the statement that "whoever sanctioned or countenanced a proceeding whereby \$8 logs could be contracted for \$5 and paid for at \$3, should not hold his position another day," and I believe that almost any sensible person having the interests of the Indians at heart would unhesitatingly arrive at the same conclusion.

There are, I believe, eight or nine reservations in the Lake Superior Indian Agency under the direct charge and control of Agent Gregory. These reservations are visited twice each year by the agent. At least that has been the usual custom, and only two or three days spent at each visit. All the business transactions, therefore, are carried on by the farmer. He draws all the contracts for logs, and in one case that I knew of last winter he made a strenuous and prolonged effort to have the price fixed at \$5 per 1,000 for first-class logs when another party was getting \$5.50 for logs of a much inferior grade. In the case to which I refer, where the contract was drawn for \$5, the timber belonged to a very aged Indian woman who had been blind for many years. After pleading a long time for a higher price, the poor old woman at last cried out to the farmer, "Well, have it your own way, have it your own way; but, mind you, you shall not cut over 250,000; when you have that amount, stop."

The contract was then executed in due form, and she was told "everything is all right; it shall be just as you wish." Towards spring the old lady was surprised to learn that they had already put in 800,000, and were still cutting. At this crisis I was sent for, but I told her I was powerless to render her any service. All I could do was to write to Washington and let them know what was going on; which I did. When the farmer (Paro, the Frenchman) drew the contract, after the words 250,000 he inserted, without her knowledge or consent, *more or less*. They were getting the logs about \$2 per 1,000 less than their actual value, and hence were making an effort to cut them all the first winter and under that contract, as under a change of officers they were not sure of being able to make such favorable terms.

The above is a sample of the way business has been managed on the reservation and is still being managed there. I have protested, but protests under the old régime were of no account. I shall still continue my efforts in the same direction "until," as I wrote to the honorable Secretary of the Interior, "honesty and fair dealing upon the reservation shall take the place of roguery and intrigue."

Very respectfully,

B. CORNELL.

NOTE.—Alex. McLaren, of Chippewa Falls, Wis., one of the most prominent lumbermen on the Chippewa waters, a man of probity, and who has made a fortune in fair and

honorable dealing, while at Hayward, Sawyer County, last winter, inquired the name of the person who had charge of the scaling of logs on the reservation, and when told it was Stephens instantly replied: "Then may Heaven help the poor Indians; he will steal them blind." And yet this is the man who is selected to fill the same place the coming winter.

B. C.

EXECUTIVE MANSION.

The within communication is respectfully referred to the Secretary of the Interior.
By direction of the President:

DANIEL S. LAMONT,
Private Secretary.

DEPARTMENT OF THE INTERIOR, *November 13, 1885.*

Respectfully referred to the Commissioner of Indian Affairs for investigation and report.

H. L. MULDROW,
First Assistant Secretary.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, November 23, 1885.

SIR: Upon completion of your official duties at the Green Bay Agency, you will proceed to La Pointe Agency, at Ashland, Wis., there to investigate certain charges of maladministration of affairs with reference to the conduct of logging operations by the Indians of the Lac Court d'Oreilles reserve, as preferred in the accompanying letters of one B. Cornell, of Chippewa Falls, Wis., to the President, dated the 26th ultimo and 9th instant, and marked "A" and "B," respectively.

In order that you may be somewhat familiarized with the previous history of the matter in connection with which these charges are made, the following statement of facts, as disclosed by the records and files of this office, is furnished for your information:

The Lac Court d'Oreilles Reservation is one of several set apart for the Chippewa Indians of Lake Superior by the treaty made between the United States and the Chippewas of Lake Superior and the Mississippi, September 30, 1854 (10 Statutes at Large, page 1109), the others being the La Pointe or Bad River, Red Cliff, and Lac de Flambeau reserves, also in Wisconsin, and the Fond du Lac and Grand Portage reserves, in Minnesota. All of these reservations are within the jurisdiction of the La Pointe Agency, now and since the 19th May last under the charge of Agent Gregory, who succeeded W. R. Durfee, theretofore agent for the preceding four years.

Under the provisions of this treaty over 500 Indians have received patents for 80-acre tracts, variously located on the Lac Court d'Oreilles, La Pointe or Bad River, and Red Cliff Reservations, restricted against sale, lease, or alienation of the lands without consent of the President of the United States. The majority of these patents have been issued in respect of the Lac Court d'Oreilles reserve. Most of the lands patented are heavily timbered with pine.

The Indians being desirous of turning the timber to account, and parties being desirous of purchasing, authority was, on the 28th September, 1882, granted by the Department for such of the Indians as had received patents for their lands to cut and sell the timber from three-fourths of the tract patented, leaving the remaining one-fourth of the timber in compact body intact for future use for fuel, fencing, etc.

The Indians were not permitted to sell stumpage, neither were white crews to be allowed on the reservations to do the work, but the Indians themselves were to cut and sell, delivered on the bank of a driving stream, lake, or at mill, as should be agreed upon with the purchaser. The logs were to be scaled by a competent person, approved by the United States Indian agent, and scaling charges were to be paid equally between and by the parties to the contract. Payment was to be made to the Indian owner from time to time during the progress of the work, as should be agreed upon between the contracting parties, final payment to be made before removal of the logs. The Indians were to be at liberty to make their own contracts, subject to the approval of the United States Indian agent and the Commissioner of Indian Affairs. Bonds were to be required from the purchasers in a sum sufficient to insure the faithful performance of the contracts.

At the outset the Indians had no means, and little, if any, practical knowledge of the business. In order to carry into effect the instructions of the Department, it became necessary that they should be furnished with camp outfits, teams, sleds, tools, and pro-

visions during the season. The means for this purpose were not forthcoming from the Government.

Proposals were invited from outside parties by Agent Durfee (see copy Circular "A," and during the season of 1882-'83 forty-two contracts, prepared in accordance with form approved by the Department November 1, 1882 (Form "B"), were made by individual Indians holding patents for lands on the Lac Court d'Oreilles, La Pointe (Bad River), and Red Cliff reserves, variously calling for from 30,000 to 900,000 feet of pine, at prices ranging from \$5 to \$6.50 per 1,000 feet. These, with accompanying bonds (Form "E"), were submitted by the agent with his approval thereon indorsed, and, being first duly verified from the tract books, were approved by this office. The contracts made during this, the first season, were with the following parties, the number of contracts held by each being set opposite their respective names:

Donald McDonald (Lac Court d'Oreilles)	5
Dobie, Stratton & Thayer (Lac Court d'Oreilles)	13
John Morning (Lac Court d'Oreilles)	1
Edw. Ellis (Bad River)	1
Haskins & Denomie (Bad River)	5
Moore & Hart (Bad River)	2
Union Mill Company (Bad River)	4
Ashland Lumber Company (Bad River)	4
John Smart (Bad River)	1
C. L. Harring & Co (Bad River)	1
Fred. Fischer (Red Cliff)	4
Frank Boutin (Red Cliff)	1
	42

The result of these operations appears to have been in the main satisfactory, the Indians for the most part coming out considerably ahead of their contracts, many of them at the close of the season being in possession of cattle, horses, sleds, household goods, implements, and in some instances considerable cash balances, independent of supplies furnished by the contractors.

During the season of 1883-'84 the operations were on a more extended scale, eighty-eight contracts, double the number in the previous season, having been entered into and approved, independently of some cases where, notwithstanding the vigilance of the agent, logs had been prepared for market by the Indians without the formality of a contract. The returns on file in this office show that during that season over 48,000,000 feet of timber were cut and banked ready for delivery by the Indians, representing a money value of over \$250,000. The result of these operations, showing the net amount cleared by the Indian owners of the logs, were summarized as follows:

Lac Court d'Oreilles reserve—1883-'84.

Cash balances paid Indians, after deducting supplies furnished by contractors	\$32,466.40
Oxen on hand, value	2,585.00
Horses on hand, value	2,950.00
Camp outfits, value	4,640.00
	42,641.40
Leaving (as the net result of the contracts made by 46 Indians on this reserve)	42,641.40

Red Cliff reserve—1883-'84.

Cash balances paid to Indians, after deducting supplies	\$1,190.13
Horses, wagons, etc., on hand	918.00
One house and lot	1,000.00
One house and lot (value not given)	
	3,108.13
Leaving as the net result of contracts made by 5 Indians	3,108.13

La Pointe (Bad River) reserve—1883-'84.

Cash balances paid by contractors to Indians, after deducting supplies (net results of contracts made by 25 Indians)	\$18,448.52
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These figures, as will be observed, were independent of supplies in the shape of provisions with which the Indians were furnished and charged by the contractors during the progress of the work, and whilst they represent the net gains of the Indians making the contracts alone, it appeared as a matter of fact that all of the available male adult population of the reserves were engaged in the work and derived their principal means of support therefrom.

The contracts for 1883-'84 were distributed amongst the following-named parties :

Dobie & Stratton (Lac Court d'Oreilles)	28
D. McDonald (Lac Court d'Oreilles)	6
North Wisconsin Lumber Company (Lac Court d'Oreilles)	12
Pioneer Lumber Company (Lac Court d'Oreilles)	4
N. Boutin (Bad River)	4
N. B. Palmer (Bad River)	6
B. G. Armstrong (Bad River)	5
Moore & Hart (Bad River)	4
Ashland Lumber Company (Bad River)	4
Haskins & Denomie (Bad River)	11
Fred Fischer (Red Cliff)	4
Total	88

The average price for the logs was from \$6 to \$6.50 per thousand feet.

In his report of June 27, 1884, transmitting the statistics for the season 1883-'84, Agent Durfee remarked that the logging operations had so far been generally satisfactory to him, and, as he believed, profitable to the Indians, both pecuniarily and as a matter of education, and that although he considered—agreeing with the original recommendation made to the Department by this office—that to sell the "stumpage" directly to buyers, with authority to put in the pine with white crews, would realize more money for the individual Indian owners, he still deemed the existing method, with some modifications, the best. And his argument was this: That by selling the stumpage the Indian owners would get their money without labor, the remainder of the Indians would be left idle, in a short time the timber would be cut off, and the Indians, not having acquired the habit of labor and naturally improvident with money easily acquired, would be poorer and more dependent than ever.

Owing to the want of knowledge of logging operations, caring for and handling teams, etc., by the Indians, Agent Durfee had, at an early stage of the proceedings, been authorized by this office to allow the employment of white foremen, cooks, and teamsters to a limited extent in the lumber camps. He was then of the opinion that the Indians had by that time acquired sufficient experience to dispense with this extraneous help and recommended that thereafter white labor of every kind be dispensed with, except allowing a white contractor to employ a man at his own expense to see that the work was properly done according to contract.

In May, 1884, Inspector Gardner visited the La Pointe Agency, and in his report to the Department, dated the 6th of that month, urgently recommended that Agent Durfee be ordered to report in person to the Department for an interchange of views regarding the most satisfactory manner of disposing of the timber on allotted lands, the present mode, in his (the inspector's) opinion, being "liable to fraud, misunderstandings, annoyances, and confusion, and in a good many instances no material benefit is derived by the Indians from the present mode of disposing of their timber." After commenting on the disadvantages of the system authorized, and the fact that many of the Indians had evaded the regulations by selling stumpage, he said:

"I apprehend it was not the intention of the Department to permit this wholesale lumbering, but that it is the desire that each individual Indian allottee should do some work towards clearing up his land on his 80-acre allotment. If such was the intention the Indian has failed so far to do so. I am at a loss to recommend what would be for the better for the future cutting of the timber on these reserves, only this: I would respectfully recommend the discontinuance of the present mode, and perhaps in the interview solicited for Agent Durfee a different and better mode may be arrived at than at present."

Upon recommendation of this office, Agent Durfee was, on the 12th July, 1884, authorized by the Department to come to Washington for a personal conference on the general subject involved in Inspector Gardner's report. Shortly thereafter he presented himself at the Department, and after considerable delay (occasioned by the honorable Secretary's absence from the city) succeeded in obtaining an interview with the honorable Secretary (Mr. Teller), the result of which, as informally communicated by Mr. Durfee to this office, was that he was to return to his agency and conduct the logging operations as theretofore, with such modifications as to the discontinuance of white

labor as he had previously suggested. In all other respects the existing system was to be continued.

During the season of 1884-'85 seventy-six contracts of individual Indians, principally belonging to the Lac Court d'Oreilles reserve, were transmitted by Agent Durfee and approved by this office. Of these contracts—

Dobie & Stratton held.....	50
Donald McDonald held.....	20
John B. Denomie (Bad River).....	5
J. A. Buffalo (Red Cliff).....	1
	76

The average price for the logs for this season was \$5.50 per thousand.

The net profits to the Indians, according to the report transmitted by Agent Gregory to this office on the 14th October last, were as follows:

Lac Court d'Oreilles.

Cash balance paid Indians by contractors after deducting price of supplies furnished.....	\$39,269.43
Oxen on hand, value.....	1,920.00
Horses on hand, value.....	1,980.00
Camp outfits, value.....	1,786.65
Total.....	44,956.08

Bad River.

Cash balance paid to Indians on five contracts.....	\$1,786.88
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Fond du Lac.

Cash balances paid to Indians on four contracts, with Renwick, Shaw & Crossit Lumber Company, which were never submitted to this office....	\$2,180.00
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We now come to the charges preferred by Mr. Cornell, which although somewhat diffuse in statement, appear capable of being narrowed down into one, namely, the existence of a fraudulent and corrupt ring, formed with the express purpose of plundering the Indian, first by procuring contracts from him at figures less than the true value of the timber, and then by furnishing supplies at an average of 100 per cent. above cost. In this scheme he implicates the late agent (Mr. Durfee), the traders (Dobie & Stratton), the Government farmer on the Lac Court d'Oreilles reserve (Pero), and the scaler (Stephens).

He charges that under the new agent's (Gregory) administration the "old and corrupt ring" is to be continued; the same subordinates retained; the same routine to be followed, and "the Indians virtually robbed and reduced to subsisting on diseased horse flesh," a state of things which he alleges existed on the reservation last winter, but of which this office has no information.

It is to determine the truth or falsity of these sweeping allegations, of which, you will observe, no proof is given or tendered, that you are directed to make this investigation, an investigation which this office, having regard to the hitherto unimpeached character of the persons implicated, desires shall be conducted on fair and impartial principles, but at the same time shall be searching in its methods, in order that the truth may be elicited.

Personally Mr. Cornell is unknown to this office, but an examination of the records and files shows that on the 15th December, 1884, Hon. Isaac Stephenson, member of Congress, Ninth district of Wisconsin, referred to the Department a letter from Mr. Cornell deprecating the present system of logging on the Lac Court d'Oreilles Reservation and urging the introduction of white labor thereon and the establishment of a savings bank under charge of the resident Catholic priest, as an inducement to the Indians to save a part of their earnings. On the 21st January last the letter in question was returned to the Department, with a report thereon from this office, a copy of which was (January 22) transmitted by the Department to Mr. Stephenson.

It also appears that on the 8th of May last, Mr. Cornell wrote to this office (see inclosure "F") calling attention to a timber trespass committed during the winter of 1883-'84, on the lands of one Git-chi-i-kwe, a Chippewa woman of the Lac Court d'Oreilles band, by Joe Trepania and Louis Cloutier, which was duly referred to Agent Durfee for investigation. In this last-mentioned letter you will observe that Mr. Cornell fails to make any mention of the abuses which he now charges to have existed since the very incipency of the logging operations.

I would nevertheless suggest that you notify Mr. Cornell at Chippewa Falls of your presence at the agency to make the investigation, invite his attendance, and afford him every reasonable opportunity for substantiating the charges he makes.

Duplicates of all contracts made by the Indians and approved during the three seasons of 1882-3, 1883-4, and 1884-'85 should be found on the agency files. The bonds accompanying them, being bonds to the United States for the use and benefit of the particular Indian making the contract, are retained after approval on the files of this office.

Your attention will be principally directed to an examination of the contracts made with the traders; Dodie & Stratton, and incidentally to those made with other parties—the means used in procuring such contracts—the prices agreed upon for the timber, with reference to the market value thereof at the dates of the contracts, the prices charged for camp outfits, teams, sleds, provisions, and supplies of all kinds furnished by the contractors to the Indians, whether fair and reasonable, or excessive; comparing them as far as practicable with the list of prices approved by the agent, which every Indian trader is required by the regulations of the Indian Office to keep posted conspicuously in his trading store.

You will examine such of the Indians who have made contracts at any time during the three seasons, as you may deem necessary, as to their dealings with the traders or other persons with whom they may have contracted, and the manner in which they have been treated; and carefully note any cause of complaint which appears to be well founded, and is worthy of notice. You will also endeavor to ascertain, as far as it is possible to do so, what disposition has generally been made by the Indians of the cash balances paid to them individually, especially during the last season, as a guide to forming some general idea of the beneficial results of the system to the Indians. Every facility should be afforded the parties charged for necessary explanation. Mr. Durfee, the agent, resides at Ashland, and his attendance can readily be had. The traders are at or near the Lac Court d'Oreilles reserves, and their books should be at your command. Mr. Gregory, the present agent, is at the agency at Ashland, and the farmer and the scaler are at the reservation. It is due to the late agent, the traders, and the present agent, to say that they have all been highly commended in previous inspection reports to the Department, and only as late as the 26th of September last Inspector Gardner recommended that the traders should be relicensed, adding, however, at the same time, that the Indians of the Lac Court d'Oreilles reserve had asked to have an additional trader appointed for them, which would perhaps indicate that competition is desirable.

Whilst the charges made by Mr. Cornell relate almost exclusively to the Lac Court d'Oreilles reserve, it will probably be necessary to extend your investigations to the La Pointe (or Bad River) and the Red Cliff reserves, on both of which you will observe the same system has been pursued in a limited degree. Both of these reservations are within easy distance of Ashland, and you are authorized to visit them should you deem it expedient to do so.

As the logging season is about recommencing, it is desirable that the investigation should be had as promptly as possible, in order that matters should be put on a proper basis, if it is found that improvements can be made, or the present system discontinued, if abuses, such as are charged, are found to exist.

A copy (marked "G") of the latest general instructions to Agent Gregory on the logging subject, dated 29th October last, is also inclosed for your information.

At the close of the investigation you will report the facts as you find them to exist to this office, with such recommendations and suggestions in the premises as you may deem advisable, returning all papers sent herewith.

You will acknowledge receipt hereof, and inform this office of the date of your departure for Ashland.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

JAMES L. ROBINSON, Esq.,
Special Indian Agent at Large, care of Green Bay Agency, Keshena, Wis.

UNITED STATES INDIAN SERVICE,
Shawano, Wis., November 28, 1885.

SIR: The instructions and inclosures in regard to investigation desired to be made at La Pointe Agency reached me last night at this place. I leave for Ashland at 7.05 this morning.

Very respectfully,

J. L. ROBINSON,
Special Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., December 8, 1885.

SIR: I have not been able to get Mr. Cornell to come forward to aid me in making good the charges made to the President by him. He is full of good advice and theories numerous as to the Indian problem, but I do not think will amount to much in making an investigation. While I do not give a final opinion yet as to the charges made by Mr. Cornell to the President, my notion at present is that they will prove to be without any tangible foundation. I am very positive from evidence of a conclusive and most respectable character, which I have obtained here, that there is no foundation for the leading charge; that the timber has been sold for much less than its market value, and therefore I think Mr. Cornell must be mistaken as to the existence of a corrupt combination to control this business to the prejudice of the Indians.

I have had access to data and statistics made up by a corporation doing a large business in pine logs and the manufactured product of the same, which shows very great depreciation on the prices of timber, etc., during the past four years. This company has never handled any Indian logs, and their testimony touching this question in any respect is valuable, because of the character of the men concerned and that they are unbiased and disinterested. They told me the prices paid for Indian logs during the different seasons, as forwarded me by your office, was a good, fair price. This being so, I do not expect, from the good character given Mr. Dobie, the leading man at the post trading store, to find any serious matter for complaint. Mr. Cornell does not appear from his letters, and they are numerous and lengthy, to be a malicious or bad man. My idea is that he will develop into an Indian philanthropist or crank (interchangeable terms), and has rode his "hobby" until it is very dear to him.

Very respectfully, etc.,

J. L. ROBINSON,
Special Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
In the Field, Ashland, Wis., December 14, 1885.

SIR: Under instructions from your office I reached this place on Saturday, November 28, ultimo.

On Monday, November 30, I addressed a note to Mr. B. Cornell, Chippewa Falls, Wis., a copy of which follows:

"UNITED STATES INDIAN SERVICE,
In the Field, Ashland, Wis., November 30, 1885.

"B. CORNELL, Esq.,
Chippewa Falls, Wis.

"SIR: Your letter to the President, dated October 26, 1885, has been referred to me by the Indian Office, together with your favor of November 9, 1885, also to the President, relative to affairs at La Pointe Agency and other points in connection with the logging operations of the Indians. I am here to look into the charges contained in your letters to the President, and will be obliged by any information, suggestions, and testimony you may be able to furnish me to prosecute the investigations set on foot at your instance.

"I await your reply.

"Very respectfully, etc.,

"J. L. ROBINSON,
Special U. S. Indian Agent."

To this I received his reply, dated December 1, 1885, which I inclose, marked A, the opening paragraph of which I thought showed a little testiness that I should call on him for any other or further proof of the charges than that afforded by his letters to the President.

To this I replied on December 3, in order to make it clear that my expectation and purpose was for him to report to me at what time and place he would be ready in person to assist in the investigation. This letter was as follows:

UNITED STATES INDIAN SERVICE,
Ashland, Wis., December 3, 1885.

SIR: I am in receipt of your favor of late date. You say you "hardly see how or why it is that you require me to say more." I do not require you to do anything.

In view of the fact that you have made very broad and sweeping charges against the late officials connected with this agency, I addressed you the note sent, as the very first

step toward going into the investigation, and did this without waiting to see or consult with the agent at this place or any one else. The charges made by you are broad—they are entirely unsupported by testimony.

I desire to carry out the wishes of the Commissioner of Indian Affairs, and I may say the Administration, in having the investigation of the most searching character, and at the same time to see that the parties accused shall be treated with the utmost fairness. My letter was intended as a suggestion rather than you come forward and make good the charges made to the President against these officials.

Very respectfully, etc.,

J. L. ROBINSON,
Special U. S. Indian Agent.

B. CORNELL,
Chippewa Falls, Wis.

To the suggestions that he come forward and make good his charge Mr. Cornell has thus far made no reply or allusions.

He had seemingly construed my object in coming up to this country to be an effort to get his views (and the benefit of this long experience among the Indian tribes) as to the general management of the reservation, both as to their industrial training as well as their moral and intellectual culture. After writing the foregoing I have received a fifth letter from Mr. Cornell, dated December 5, in which he makes a garbled extract from my letter of November 30, in his opening paragraph, as an excuse, I suppose, for the liberty he has taken to give his views *in extenso* on a great variety of matters not at all pertinent to the investigation I was sent here to make.

You will see by reference to my letter of November 30 to Mr. Cornell, a copy of which is embodied in this communication, that I do invite him to give me any "information, suggestions, or testimony" he may be able to furnish me "to prosecute the investigation set on foot at your instance." This clause, which qualified all that I said to him in that letter, he ignores entirely, and only in a single detached paragraph at the close of his letter of the 5th instant does he mention that my letter of December 3 had been received. I was quite anxious to have Mr. Cornell present, and think my efforts to get him to come forward and aid me were not appreciated by him. Mr. Gregory, the agent at this place, was very desirous for him (Cornell) to appear, as some of the old officials had been reappointed by him, and said to me that if the party making the charges was not able to stand the expense he would pay all the charges of his trip here and return from his own pocket.

I now write to say as to the charges that I find nothing in the facts which have been ascertained to justify the broad and sweeping charges made by Mr. Cornell to the President. I wrote you on 9th instant as to the primary charge of corrupt combination to purchase the Indian logs for less than their value. What I stated at that date I desire now to repeat, and to say that the information and testimony from first-class people not only fails to justify the charge but disproves it. Then, in the next place, I procured the blotters, journals, and books kept by the post-traders (Dobie, Stratton & Co.) and made an examination for the three seasons of their business accounts, their prices, etc. While the prices in 1883-'84 were perhaps a little above the average, I find that the railroad was not then completed to its present terminus, and the wagon transportation was expensive and would affect somewhat such articles as pork, flour, and feed. The stores of the traders are now, with improved facilities, distant 20 and 23 miles from nearest railroad station, but I find their charges reasonable and that flour, for instance, sells at \$5.50 per barrel at their stores, while competing houses charge \$6, or \$2.75 per sack, as against \$3.

I noticed in looking through their books no evidence of discrimination against the Indian in favor of the white customers, but all seem to pay the same prices. I am told there are other stores in easy reach of the reservation. In conclusion, I think the Indian has been well treated. The trader in many cases has to carry the Indians for months, and of course he must have a little margin for this time (six to nine months) from the time the advancements begin until the money is paid over in full for the timber. Practical lumbermen say the idea of a "scaler" keeping two sets of books or making a false scale in the interest of the contractor is absurd, and I think so, too, where it is so easy to expose the fraud by scaling the logs, noting the numbers, then go to the scale-book and verify it. Scalers are technically experts, or skilled workmen, and can not afford to be caught at tricks of this kind. Mr. Dobie (the senior) has a good reputation as an upright, quiet citizen. He is the postmaster, I learn, at Hayward C. H., of Sawyer County. He has been of much service to the Indians; this season, as heretofore, building comfortable cottages for them, and waiting with them until the winter logging for his pay. With the lands owned in severalty, as they are principally held here, I do not see any improvement to be made in the system of logging. The desire to educate the Indian as a logger

precludes the introduction of white labor, and this has in many cases operated against the allottee, as the Indians combine to force high wages and frequently get 50 per cent. higher wages than good white labor in logging camps near the reservation. The agent here should have full discretion and power to regulate this matter, and could easily do so if authorized.

I heard of a case where, a few days since, an Indian was told that an Indian camp would give him work at once as a cook for eight men at \$40 per month. He declined it at once, demanding \$65. A white cook for a camp of fifty to sixty men gets \$45 to \$50 with a boy as a helper. From what I have learned of the farmer at Lac Court Oreilles Reservation, I think the service will be better if he is dismissed, and I have so said to Agent Gregory, and I ask that he be given any needed facilities for accomplishing this matter.

All accounts from the Lac Court Oreilles and Bad River Reservations agree that the Indians are in good shape; no indications of want or distress. Awaiting your further orders, I am,

Very respectfully,

J. L. ROBINSON,
Special U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

P. S.—As to the capacity or disposition of the Indian to lay up his net earnings, I am sorry to say that but few of them show any disposition to do this. They seem to be able to make a good trade, but the money goes away from them when they see something that strikes the eye or the appetite.

J. L. ROBINSON,
Special Agent.

EXHIBIT A.

CHIPPEWA FALLS, WIS., *December 1, 1885.*

SIR: Yours of yesterday is just received. I have already said so much in the two letters to the President to which you refer that I hardly see how or why it is that you require me to say more.

The Indians on the Court Oreilles Reservation have some valuable timber, for which many of them receive comparatively nothing.

George Russeau, a half-breed, in the winter of 1883-'84, cut and hauled 400,000 feet of pine logs, and in the spring the party with whom he contracted generously allowed him to retain the cooking-stove.

This, I have been informed, was all he had to show for the pine and for his winter's work. The pine was worth at least \$2.50 per thousand in the tree before an ax was put into it. The cook-stove therefore cost Russeau about \$1,200—\$1,000 in timber and some \$200 in labor. Many other instances, I believe, are similar to this. Any system of management that would permit such a result might doubtless be improved upon.

That the price of logs is too low and the charges for supplies altogether too high is something to which I would especially call your attention. With regard to supplies, I think it would not be difficult to furnish the most indubitable evidence that the prices in many instances have been simply extortionate.

There should be a farmer on a reservation more reliable than the most unscrupulous person who now holds that position. There is hardly an Indian who does not believe the present farmer is notoriously corrupt, and the general sentiment of all those who have any transactions is to the same effect.

In one instance last winter a dispute grew up as to a boundary line between John Larush, a half-breed, and an Indian called Petak. They applied to the farmer to tell them what to do, but he either refused or neglected to attend to it. Larush then came to me, and although I was laboring under severe indisposition, and notwithstanding the thermometer registered some 40° below zero, I proceeded at once to carefully run the lines, subdividing the whole half section, that no mistake might be made and that perfect justice might be rendered between the parties. At this juncture the farmer informed Petak and Larush that any survey by me would not stand law. He was using his influence to breed disturbance when the writer was directing his energies to promote peace.

In the winter of 1883-'84 there was a trespass committed on the W. $\frac{1}{2}$ of NE. $\frac{1}{4}$ of section 34, township 59, range 8 west, belonging to Git-chi-i-kive, a very aged and partially infirm Indian woman. The farmer was repeatedly appealed to to investigate this matter and secure pay for whatever amount of trespass might be discovered.

To all these appeals there was no response. After nearly a year had elapsed the owner of the property sent for me to make the survey and estimate, which I attended to at once. (I will endeavor to give you further particulars with regard to this case of trespass in a few days.)

Again, the land deeded to Sho-gee's mother at Lake Court Oreilles is described as follows: The NE. of SE. of section 8, township 39, range 8 west, and NW. of SE. of section 9, township 39, range 8 west.

Last winter Sho-gee had a contract to cut the logs on this land, and the timber had been taken from the first descriptions the NE. of SE. of section 8. Sho-gee then, by order of the farmer, commenced on the next 40 lying east on the NW. of SW. of section 9, a description that was not included in the patent and to which they had no right whatever. I told Sho-gee that the deed his mother had did not include this 40, and he went to the farmer with my statement; but they kept on cutting just the same.

In the arrangement that was made for the cutting of timber on the reservation, "authority was granted by the Department for patentees to cut and sell the timber from three-fourths of the tract patented, leaving the remaining one-fourth of the timber in a compact body, intact for future use for fuel, fencing, etc." (Report of Commissioner of Indian Affairs for 1884, page 53.) Although I do not profess to speak from positive knowledge upon this subject, I think it may safely be said, however, that the above rule was never observed, perhaps not in a single instance. Will write more in a day or two.

Respectfully,

B. CORNELL.

J. L. ROBINSON, Esq.,
Ashland, Wis.

EXHIBIT B.

CHIPPEWA FALLS, WIS., December 2, 1885.

SIR: In my statement of yesterday I tried to make it appear that the farmer on the Court Oreilles reservation was not using his influence for the benefit of the Indians.

The following additional particulars may serve still further to illustrate the subject: At Court Oreilles Village there is an Indian by the name of Sho-gee (I mentioned his name yesterday in connection with another matter). Sho-gee dresses well, is quite high-toned for one of his class, and lives in a comfortable house made of hewn logs.

A couple of years ago he took it into his head to be "heap like white man." He accordingly hired a white cook (his own squaw wife not being able to satisfy the fastidious tastes of the pale faces) and opened tavern in good style. When this was accomplished, along comes the farmer and orders the cook to leave, and so Sho-gee's plans for making money as the proprietor of a hostelry come very short of what he expected to realize. There was another case nearly similar to this, where the proprietor, Vincent Corbine, a half-breed, is quite lame and is consequently unable to perform heavy manual labor. The farmer drove the white cook from his premises also.

The only apparent object for this course seemed to be to crowd all the fish into the net of the post-traders.

The latter party, having a boarding-house or hotel of their own, would not brook opposition, and used the obsequious farmer to break up the other houses.

If it was the duty of this "alleged" farmer to observe the rules requiring him to keep all white persons from the reservation, he might have made at least a reasonable effort to have the rules suspended in these two cases.

If it is the paramount object of the Government to give the Indians assistance and render them self-helpful and self-sustaining, by what code, either of ethics or common sense, can the farmer be justified in crushing out their first feeble effort in that direction? The statement made and so often and persistently reiterated is correct, that "the farmer he no work 'em for Indian—he work 'em all the time for white man." Considering the treatment they receive, they can not arrive at any different conclusion. It is high time a change was made. The blacksmith that was employed on the reservation (called Crow) informed me that the amount of work turned out of the shops in about 90 days during the winter of 1883-'84 was about \$3,300, an average of over \$36 per day. I make no claim to be an expert in this business, but I believe that one man and a helper would not reach, under ordinary circumstances, beyond \$15 per day on the average in any ordinary town, village, or locality off the reservation limits.

There was no one to question their right, and they charged what they pleased. For a "cold shut"—a link to repair a broken chain—I have been told they charge 25 cents each—ordinary price 10 cents. Staple and ring for an ox yoke \$2.50—other places from \$1.25 to \$1.50.

One of the greatest impediments to the proper solution of the Indian question on the Court Oreilles Reservation is the present enforced idleness for the most of these people during nearly three-fourths of the year.

So long as the Indians are engaged in some useful labor they seem as contented and happy as ordinary mortals. Although naturally not especially fond of work they take to it kindly, and manifest no symptoms of a sullen or morose temper.

It is mainly in spring time when their logging operations are over and when everything is listless and dull that they are apt to run off to the whisky shops and get full. Some plan should therefore be devised to furnish them employment during the most of the summer season.

Among the many plans having this object in view that have presented themselves to my mind, the chopping of timber and clearing up a few hundred acres of the best of the hard-wood land seems to be the most feasible.

This land will produce the finest kind of hay, oats, barley, buckwheat, beans, peas, and almost every variety of garden vegetables. The sale of the crops would to a considerable extent, and perhaps fully, reimburse the Government for the expense of clearing, planting, and gathering the products of the soil.

At present there is no farm. What land was originally cleared at Lake Court Oreilles is now about as much of a barren waste as the sands of Sahara.

I shall be obliged to continue this subject in another note to you to-morrow.

Very respectfully,

J. L. ROBINSON, Esq.

B. CORNELL.

EXHIBIT C.

CHIPPEWA FALLS, WIS., December 3, 1885.

SIR: In my communication of yesterday reference was made to the importance of providing employment for the Indians during a portion of the summer months.

I desire particularly to press this matter upon your attention. The propriety of such a measure is so self-evident that it hardly seems necessary to present an argument in its favor. While a portion might be set to clearing lands some channel should be opened requiring the services of others.

There is now already cut and lying upon the reservation millions and millions of feet of timber that should be utilized. These logs, or portions of them, of course, have some defect, such as wind-shake, punks, dry rot, case knots, and hollow butts—sometimes just a little thing will condemn a log.

These logs would make superior shingles, as well as lumber, such as is wanted by the Indians for building purposes. A steam portable saw-mill, even a side-cutting muley—the cheapest saw-mill constructed—with shingle-mill attachment would not cost a great sum, and the benefits resulting from it would be considerable.

There is still another matter requiring investigation that I will briefly allude to. There are now two dams on the Court Oreilles River, and since they were constructed the old dams that were put in a number of years ago have been replaced by new and much larger ones. The supply of fish food for the Indians has materially decreased. The Dells Dam, at Eau Claire, Wis., as well as the dam of Chippewa Falls and at Little Falls, on the Chippewa River, in Chippewa County, Wisconsin, have an important and direct influence in diminishing the fish supply on the upper waters of said river where the Indians reside, and since it is probable that this comes under the jurisdiction of the United States Government I would recommend that the attention of the proper officers be immediately directed to the subject, and the owners of said dams required to construct "fish-ways."

When an Indian engages to put in his own logs, or has a contract to cut and haul for others, he ought to be able to go into the market and procure such labor as was best suited for his purpose. This privilege, however, is denied him. It is "Hobson's choice"—take the Indians and half-breeds or none. Unfortunately there was not enough of these classes to "go round," and as a consequence the price of labor went up fearfully, and in order to procure the desired help the country was scoured from the eastern shores of Lake Superior to the Black Hills. In this way they gathered in a motley group that were almost as unique in their appearance and color as "Jacob's Durham cattle." Hundreds of dollars were paid to bring in these nondescripts, and the Indians who had contracts had to foot the bill.

To these outsiders—some of them worthless characters from the Northwestern Territory (Dominion of Canada), and having no possible claim upon our Government or people—as high as \$30, \$40, and \$50 per month was paid, when industrious, hard-working

white men, living within a mile of the reservation, and who would gladly have worked for \$20, were rigidly excluded even when it was claimed their children were nearly starving for bread. (The above has reference to logging operations on the reservation for the winter of 1884-'85.)

I worked hard last winter to get the rules changed so that two or three white men would be allowed in each Indian camp, and even though one United States Senator and one or more Representatives favored my application, the regulations of the Indian Department at that time were about as fixed and unalterable as the law of the Medes and Persians. The idea of corraling and isolating these Indians, and building, as it were, a Chinese wall around them and only letting the post traders inside, is not only preposterous, but borders largely on the ludicrous, and I shall try and see to it that the folly of rigid exclusion of all whites from the reservation is not practiced this winter.

A few competent white men in each Indian logging camp is about as indispensable as a balance-wheel to machinery. The scarcity of Indian labor enhances wages and works injury. Give an unskilled Indian "buck" \$60 to \$75 per month, as was often paid the winter of 1883-'84, when he knows that white laborers in camp surrounding the reservation are not receiving half that amount, and he naturally forms an idea that he is a being of superior importance. High wages makes him extravagant and less inclined to labor for a reasonable consideration after the logging season is over. Probably in a couple of days I will write more.

Very respectfully,

J. L. ROBINSON, Esq.

B. CORNELL.

EXHIBIT D.

CHIPPEWA FALLS, WIS., December 4, 1885.

SIR: The practice of making annuity payments to the Indians during their winters' logging operations has a bad effect. Many of them will quit work some ten days before the agent is expected to arrive, and it is often a full week after his departure before they resume their ordinary avocations. As much as fifteen and even as high as twenty days is, by some of them, thus spent, when the very ones that were on the ground first and waited the longest would probably receive for their portion nothing of greater value than a fine-tooth comb or a bar of soap.

An Indian will sacrifice almost anything to get a payment, and it don't matter much whether he receives anything or not, the fascination is the same.

I had an illustration of this in my own case in Michigan a good many years ago. After cruising until entirely out of supplies I sent my Indian after more, retaining only about 2 pounds of rough tallow taken from a deer.

On reaching the settlement and learning that there was a payment going on at Grand Rapids, my Indian pulled out for that place. Having a gun and ammunition with me, I remained, subsisting eight days on eight partridges and one small fish not over 6 inches long that I caught in an outlet of the lake. I mention the above merely to say never rely upon an Indian or attempt to hold him or get anything out of him if there is a payment coming off that he wishes to attend.

This annuity business, if I understand it right, so far as it concerns or applies to the Court Oreilles Indians had better be abandoned as soon as possible. It opens the door to corruption broad and wide. Nothing in professional jugglery can surpass the tricks here played, and year by year the farce goes on. One person will draw a cooking-stove worth \$35, while to another, who lives in a wigwam and has no possible use for it, will be given, perhaps, an old-fashioned doorlatch, not to exceed in value the amount of 5 cents. Another will receive a hand hay-rake, who never saw a hay meadow in his life, or if surrounded by hay marshes and cutting and putting up tons of hay, a rake is something they do not use. A rake of this kind, with the teeth all broken out, was given to an Indian, who carried the handle home, muttering imprecations as he went.

The appointment of a few trustworthy Indians as a kind of police force, I think, would have a good effect. They would be of special service in finding out where liquor was procured, and intelligently select the witnesses who could testify in cases of prosecution.

The Indians at present are like children, and you have to teach them. They need sympathy and help, that is, not pecuniary assistance, but to know and understand what to do.

Over thirty years ago I visited an Indian school at Sarnia, in Canada (opposite Port Huron, Mich.). This school was taught by a highly-cultured full-blood Indian. The Indians there—all Chippewas and of the same tribe as here—had their churches and well-fenced and well-tilled farms, and so far as general prosperity was concerned I con-

sidered them in advance of the most of the French in that section. The Chippewas in Michigan about the same time were throwing off their tribal relations, purchasing land, building houses, and raising stock. The same desirable consummation can be obtained here with patience, perseverance, and a heart devoted to the work.

The lumber that the Indians have will last but a few years, and in the mean time they should be taught to cultivate the soil. Some competent white men should be selected by the Government to reside on the reservation and instruct them in farming and in the care of stock. He should select proper seeds for them in the spring, and teach them how to prepare and plant their gardens.

Some of their lands are rather wet. These can be brought into proper condition by shallow drains, and the application of unleached wood ashes to heavy clay soils will produce results of the greatest importance. They should be taught the value of manure and other fertilizers, and the best method of applying them. With some such well-directed movement as the above, it would only be a little while before Government help and Government tutelage would be no longer required.

The so-called farm on the reservation has grown up with briars, wild grasses, and tangled vines, and is no longer any good. A "new departure" must be taken.

Very respectfully,

B. CORNELL.

I will endeavor to close out what further remarks I have to make in my next.

J. L. ROBINSON, Esq.

EXHIBIT E.

CHIPPEWA FALLS, WIS., December 5, 1885.

SIR: In your letter from Ashland, Wis., of November 30, 1885, are the following words: "I am here to look into the charges contained in your letters to the President, and will be obliged by any information, suggestions, and testimony you may be able to furnish me," etc. Recognizing your right to have the benefit of such "information, suggestions, and testimony" bearing upon the management of affairs on the Court Oreilles Reservation as I possessed, I have taken some pains to comply with your request, and have already written and mailed to you four letters, dated respectively December 1, 2, 3, and 4, 1885. This letter, making five, will complete the series. For a more perfect comprehension of the "suggestions" that I gladly embrace this opportunity to make, and which I think, if carried into effect, would materially improve the present condition of the Indians, I herewith respectfully submit the following summary:

- (1) A stronger effort made in the way of education.
- (2) A small police force selected from among the Indians.
- (3) Contracts to put in logs given to those only who have experience.
- (4) Annuity payments deferred each year until after the close of the logging season.
- (5) Something done if possible to secure employment for the Indians during the summer months.
- (6) A reasonable allowance of white labor in Indian logging camps.
- (7) Better prices for logs, and reduced charges for supplies.
- (8) The establishment of a savings bank, saw-mills, and shingle mill as soon as practicable.

- (9) Fishways constructed in the dams on the Court Oreilles and Chippewa Rivers.

The honorable Commissioner Price in a communication last winter favored detaching the Court Oreilles Reservation from the La Pointe Agency and the appointment of a resident agent. His reasons were that the agent at Ashland had so many other reservations to look after that he could not possibly give proper attention to "the immense logging interests" on the reservation at Court Oreilles. I am not prepared to express an opinion upon this subject, but desire to submit it for your consideration, and the consideration of the honorable Commissioner of Indian Affairs. Now as to the matter of trespass (alluded to in my letter to you of December 1) on the west $\frac{1}{2}$ NE. $\frac{1}{4}$ section 34, township 39, range 8 west, belonging to Gil-chi-i-kive, commonly called Che-qua, but whom I generally designate as "Mother Joe." The trespass was committed in the winter of 1883-'84, and the survey and estimate of the amount of trespass made by me in the winter of 1884-'85 showed or rather established the fact that there had been taken from the premises above described seventy-six thousand five hundred feet (76,500) of first quality of white pine logs. The very best trees were selected from which these logs were taken, and I should consider their value as about \$6.50 to \$7 per thousand at the place where they were deposited on Devil's Creek, a stream that runs through the said land.

As soon as I had completed the survey and estimate I directed a letter to the United States district attorney at Madison, Wis., reciting the above facts and recommending that

immediate action be taken to secure value of the property as taken and converted. I then notified the Commissioner of Indian Affairs what I had done.

Under the laws of Wisconsin the amount that can be recovered in a case of trespass is equal to the sales price of the logs at the place of delivery, or where they are landed on the ice, and where the parties cutting the timber are not responsible they follow the logs and collect the amount of damage claimed from others. These logs were cut by irresponsible parties and went into the hands of the Valley Lumbering Company of Eau Claire, Wis. It seems to me that Chi-qua or "Mother Joe" has a valid claim here for \$450 to \$500, and I respectfully submit it to you and to the honorable Commissioner of Indian Affairs for such action as may be deemed right and proper.

It is the pride and boast of our people that the laws of the United States protect the poor and lowly as fully and completely as the wealthy and the great, and I hope ere long to see this principle illustrated in the case of poor, old, blind Che-qua.

Very respectfully,

B. CORNELL.

J. L. ROBINSON, Esq.

Your letter dated Ashland, December 3, was received.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., December 14, 1885.

STR: I inclose herewith the letters of B. Cornell, of Chippewa Falls, Wis., to the President, containing charges against the late officials connected with La Pointe Agency, as also the inclosures from your office, the whole amounting to 7 inclosures and marked from A to G, inclusive.

Very respectfully, etc.,

J. L. ROBINSON,
Special Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

CHIPPEWA FALLS, WIS.,
February 27, 1886.

The PRESIDENT:

I herewith inclose an article from the Chippewa Falls Independent, a Republican newspaper, on the improved condition of affairs on the Court d'Oreilles Indian Reservation.

Very respectfully,

B. CORNELL.

(Referred by the President to Secretary of Interior March 3, 1887, and by him to Commissioner of Indian Affairs, on same date.)

[Inclosure.]

EAGLETON.

A careful observation on the condition of affairs on the Court Oreilles Reservation during the winter of 1884-'85 led the writer to believe that the interests of the Indians would be promoted by a radical change in the system of management.

I therefore did not hesitate to express my views upon the subject, in communications to the honorable Secretary of the Interior, the Commissioner of Indian Affairs, and others, but without any practical results.

The business of cutting and putting in logs by the Indians was conducted in a way satisfactory to the white man, but it left no profit to those who owned the timber and done the work. The Government had established an iron-clad rule that the Indians should cut and haul the logs themselves, without the assistance of white labor. Now, when it is considered that the visible effects of many of them was nothing more than a gun, a squaw, and a yellow dog, an idea can be formed of the disadvantages they would be under in prosecuting such a work.

In one of my letters upon this subject I wrote: "The very best white men we have, with all the necessary appliances and with the practical experience of many years, very often fail of remunerative profits in the logging business; how, then, can it be expected

that a wild Indian will succeed, born with a disposition to abhor labor, and who has been accustomed all his life to follow the chase?"

Statement of facts, arguments, remonstrances, and protests, under the old régime, were alike unavailing.

This was the condition of things up to November last, when a letter, directed to the President, explaining the situation, elicited a prompt response, and in less than thirty days a special Indian agent was dispatched to the reservation to investigate.

On reaching there and making a formal request for "any information, suggestions, and testimony you may be able to furnish me," I went into the subject pretty thoroughly, and made many suggestions, the principal portions of which are embraced in the following summary:

- (1) A stronger effort made in the way of education.
- (2) A small police force selected from the Indians.
- (3) Contracts to put in logs given to those only who have had experience.
- (4) Annuity payments deferred each year till after the close of the logging season.
- (5) Something done if possible to secure employment during the summer season.
- (6) A reasonable allowance of white labor in the logging camps.
- (7) Better prices for logs, and reduced charges for supplies.
- (8) The establishment of a saw-mill, savings bank, and shingle-mill, as soon as practicable.

Fish-ways constructed in the dams on the Court Oreilles and Chippewa Rivers.

The prompt action on the part of the executive head of the Government is already producing the desired results. White men are now allowed to work in Indian logging camps; the prices for supplies, I learn, have been materially reduced, and in other respects beneficial changes have been made.

May the good work go on.

The constructing of fish-ways at the dams I look upon as especially important, not only as it may confer direct benefits on the Indians and others, but for the principle involved.

No company, corporation, or individual, in my opinion, has any more right, in equity, to build a dam, and so far obstruct the stream as to prevent the fish from running up, than to cut off the supply of the air we breathe, and if the Omnipotent Being gives me health and strength, I shall agitate this subject until there is a fish-way in every dam in the State of Wisconsin.

Almost every law in our statute-books was drafted by a lawyer, the paid attorney of some mammoth corporation. This trenching of capital upon the rights of the masses, this everlasting greed for gold, will, in the process of time, bring its inevitable counterpart of socialism, communism, and a never-ending complication of labor disturbances, that will try our institutions to a greater extent than they were ever tried before, even during the darkest days of our national existence.

B. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., March 30, 1886.

SIR: Referring to office telegram of the 26th instant, directing you upon completion of the duties assigned you at the Red Lake Reservation to proceed to the La Pointe Agency and there await instructions, you are now advised that the object of your present mission is to make a thorough investigation of all timber transactions and logging operations now in progress upon the several reservations within the jurisdiction of the La Pointe Agency, more particularly the Lac Court d'Oreilles and the Bad River Reservations.

In order that you may be somewhat familiarized with the previous history of the matter, the following statement of facts, as disclosed by the records and files of this office, is furnished for your information.

The Lac Court d'Oreilles and Bad River Reservations are two of several set apart for the Chippewa Indians of Lake Superior and the Mississippi, September 30, 1854 (10 Stat. at Large, p. 1109); the others being the Red Cliff and Lac du Flambeau Reserves (also in Wisconsin), and the Fond du Lac and Grand Portage Reserves, in Minnesota. All of these reservations are within the jurisdiction of the La Pointe Agency, now and since the 19th May, 1885, under the charge of Agent J. T. Gregory, who succeeded W. R. Durfee, theretofore agent for the preceding four years.

Under the provisions of this treaty over five hundred Indians have received patents for 80-acre tracts, variously located on the Lac Court d'Oreilles, La Pointe or Bad River, and Red Cliff Reservations, restricted against sale, lease, or alienation of the lands, without the consent of the President of the United States. The majority of these patents have been issued in respect of the Lac Court d'Oreilles reserve. Most of the lands patented are heavily timbered with pine.

The Indians being desirous of turning the timber to account, and parties being desirous of purchasing authority was, on the 28th of September, 1882, granted by the De-

partment for such of the Indians as had received patents for their lands to cut and sell the timber from three-fourths ($\frac{3}{4}$) of the land patented, leaving the remaining one-fourth ($\frac{1}{4}$) of the timber in compact body, intact, for future use for fuel, fencing, &c.

The Indians were not permitted to sell stumpage, neither were white crews to be allowed on the reservations to do the work; but the Indians themselves were to cut and sell, delivered on the bank of a driving stream, lake, or at mill, as should be agreed upon with the purchaser. The logs were to be scaled by a competent person, approved by the United States Indian Agent, and scaling charges were to be paid equally between and by the parties to the contract. Payment was to be made to the Indian owner from time to time during the progress of the work, as should be agreed upon between the contracting parties, final payment to be made before removal of the logs. The Indians were to be at liberty to make their own contracts, subject to the approval of the United States Indian Agent and the Commissioner of Indian Affairs. Bonds were to be required from the purchasers in a sum sufficient to insure the faithful performance of the contracts.

At the outset the Indians had no means and little, if any, practical knowledge of the business. In order to carry into effect the instructions of the Department, it became necessary that they should be furnished with camp outfits, teams, sleds, tools, and provisions during the season. The means for this purpose were not forthcoming from the Government.

Proposals were invited from outside parties by Agent Durfee (see copy Circular A), and during the season 1882-'83 forty-two contracts, prepared in accordance with form approved by the Department November 1, 1882 (Form B), were made by individual Indians holding patents for lands on the Lac Court d'Oreilles, La Pointe (Bad River), and Red Cliff reserves, variously calling for from 30,000 to 900,000 feet of pine at prices ranging from \$5 to \$6.50 per 1,000 feet. These, with accompanying bonds (Form C), were submitted by the agent, with his approval thereon indorsed, and, being first duly verified from the tract books, were approved by this office. The contracts made during this, the first, season were with the following parties, the number of contracts held by each being set opposite their respective names:

Donald McDonald (Lac Court d'Oreilles).....	5
Dobie, Stratton & Thayer (Lac Court d'Oreilles).....	13
John Morning (Lac Court d'Oreilles).....	1
Edw. Ellis (Bad River).....	1
Haskins & Denomie (Bad River).....	5
Moore & Hart (Bad River).....	2
Union Mill Company (Bad River).....	4
Ashland Lumber Company (Bad River).....	4
John Smart (Bad River).....	1
C. L. Harring & Co. (Bad River).....	1
Fred Fischer (Red Cliff).....	4
Frank Boutin (Red Cliff).....	1

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The result of these operations appears to have been in the main satisfactory, the Indians for the most part coming out considerably ahead of their contracts, many of them at the close of the season being in possession of cattle, horses, sleds, household goods, implements, and in some instances considerable cash balances, independent of supplies furnished by the contractors.

During the season of 1883-'84 the operations were on a more extended scale, eighty-eight contracts, double the number in the previous season, having been entered into and approved, independently of some cases where, notwithstanding the vigilance of the agent, logs had been prepared for market by the Indians without the formality of a contract. The returns on file in this office show that during that season over 48,000,000 feet of timber were cut and banked, ready for delivery by the Indians, representing a money value of over \$250,000. The result of these operations, showing the net amount cleared by the Indian owners of the logs, were summarized as follows:

Lac Court d'Oreilles reserve, 1883-'84.

Cash balances paid Indians after deducting supplies furnished by contractors.....	\$32,466.40
Oxen on hand, value.....	2,585.00
Horses on hand, value.....	2,950.00
Camp outfits.....	4,640.00
Leaving (as the net result of the contracts made by 46 Indians on this reserve).....	42,641.40

Red Cliff reserve, 1883-'84.

Cash balance paid to Indians after deducting supplies	\$1, 190. 13
Horses, wagons, etc., on hand	918. 00
One house and lot	1, 000. 00
One house and lot (value not given)	
Leaving (as net result of contracts made by five Indians)	3, 108. 13

La Pointe (Bad River) reserve, 1883-'84.

Cash balances paid by contractors to Indians after deducting supplies (net results of contracts made by twenty-five Indians)	\$18, 448. 52
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These figures, as will be observed, were independent of supplies in the shape of provisions with which the Indians were furnished and charged by the contractors during the progress of the work, and whilst they represent the net gains of the Indians making the contracts alone, it appeared, as a matter of fact, that all the available male adult population of the reserves were engaged in the work, and derived their principal means of support therefrom.

The contracts for 1883-'84 were distributed amongst the following named parties :

Dobie & Stratton (Lac Court d'Oreilles)	28
D. McDonald (Lac Court d'Oreilles)	6
North Wisconsin Lumber Company (Lac Court d'Oreilles)	12
Pioneer Lumber Company (Lac Court d'Oreilles)	4
N. Boutin (Bad River)	4
N. B. Palmer (Bad River)	6
B. G. Armstrong (Bad River)	5
Moore & Hart (Bad River)	4
Ashland Lumber Company (Bad River)	4
Haskins & Denomie (Bad River)	11
Fred Fisher (Red Cliff)	4
Total	88

The average price for the logs was from \$6 to \$6.50 per thousand feet.

In his report of June 27, 1884, transmitting the statistics for the season 1883-'84, Agent Durfee remarked that the logging operations had so far been generally satisfactory to him, and, as he believed, profitable to the Indians, both pecuniarily and as a matter of education, and that although he considered (agreeing with the original recommendation made to the Department by this office) that to sell the "stumpage" directly to buyers with authority to put in the pine with white crews would realize more money for the individual Indian owners, he still deemed the existing method, with some modifications, the best. And his argument was this: That by selling the stumpage, the Indian owners would get their money without labor; the remainder of the Indians would be left idle, in a short time the timber would be cut off, and the Indians not having acquired the habit of labor, and naturally improvident, with money easily acquired, would be poorer and more dependent than ever.

Owing to the want of knowledge of logging operations, caring for and handling teams, etc., by the Indians, Agent Durfee had, at an early stage of the proceedings, been authorized by this office to allow the employment of white foremen, cooks, and teamsters to a limited extent in the lumber camps. He was then of opinion that the Indians had by that time acquired sufficient experience to dispense with this extraneous help, and recommended that hereafter white labor of every kind be dispensed with, except allowing a white contractor to employ a man at his own expense to see that the work was properly done according to contract.

In May, 1884, Inspector Gardner visited the La Pointe Agency, and in his report to the Department, dated the 6th of that month, urgently recommended that Agent Durfee be ordered to report in person to the Department, for an interchange of views regarding the most satisfactory manner of disposing of the timber on allotted lands, the present mode in his (the inspector's) opinion being "liable to fraud, misunderstandings, annoyances, and confusion, and in a good many instances no material benefit is derived by the "Indians from the present mode of disposing of their timber." After commenting on the disadvantages of the system authorized, and the fact that many of the Indians had evaded the regulations by selling stumpage, he said:

"I apprehend it was not the intention of the Department to permit this wholesale lumbering, but that it is the desire that each individual Indian allottee should do some

work towards clearing up his land, on his 80-acre allotment. If such was the intention the Indian has failed so far to do so. I am at a loss to recommend what would be for the better for the future cutting of the pine timber on these reserves, only this, I would respectfully recommend the discontinuance of the present mode, and perhaps in the interview solicited for Agent Durfee a different and better mode may be arrived at than at present."

Upon recommendation of this office, Agent Durfee was, on the 12th July, 1884, authorized by the Department to come to Washington for a personal conference on the general subject involved in Inspector Gardner's report. Shortly thereafter he presented himself at the Department, and after considerable delay (occasioned by the honorable Secretary's absence from the city) succeeded in obtaining an interview with the honorable Secretary (Mr. Teller), the result of which, as informally communicated by Mr. Durfee to this office, was, that he was to return to his agency and conduct the logging operations as theretofore, with such modifications as to the discontinuance of white labor as he had previously suggested. In all other respects the existing system was to be continued.

During the season of 1884-'85, seventy-six (76) local contracts of individual Indians, principally belonging to the Lac Court d'Oreilles reserve, were transmitted by Agent Durfee and approved by this office.

Of these contracts—

Dobie & Stratton held	50
Donald McDonald held	20
John B. Denomie (Bad River)	5
J. A. Buffalo (Red Cliff)	1
Total	76

The average price for the logs for this season was \$5.50 per thousand.

The net profits to the Indians, according to the report transmitted by Agent Gregory to this office on the 14th of October last, were as follows:

Lac Court d'Oreilles.

Cash balance paid Indians by contractors after deducting price of supplies furnished	\$39,269.43
Oxen on hand, value	1,920.00
Horses, value	1,980.00
Camp outfits, value	1,786.65
Total	44,956.08

Bad River.

Cash balances paid to Indians on five contracts	\$1,786.88
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Fond du Lac.

Cash balances paid to Indians on four contracts with Renwick, Shaw & Crossin Lumber Company, which were never submitted to this office	\$2,180.87
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During the current season of 1885-'86 over 150 logging contracts made by individual Indians holding patents for land on the Lac Court d'Oreilles and Bad River reserves, with the under-mentioned persons and firms, at prices variously ranging from \$4.50 to \$6 per thousand feet, according to the quality of the logs, have been submitted by Agent Gregory for approval, divided as follows:

Lac Court d'Oreilles Reserve.

Dobie & Stratton (licensed traders)	61
Donald McDonald	36
Calligan Brothers	18
Thomas Gaynor	5
Total	120

Bad River Reserve.

D. A. Kennedy	10
Edw. Haskins	9
Edmund Brown	5
George Armstrong	2
B. G. Armstrong	1
John McGuiger	1
Charles Tolliver	2
George Forsyth	3
Total	33

Of the whole number 118 have been approved by this office. The remainder have either been returned to the agent for correction or have so recently arrived that they have not yet been acted on.

My attention has now been called to a recent article in a Western paper, which, after severely criticising the manner in which it is alleged Agent Gregory's appointment was procured, charges him with being really the instrument of the Superior Lumber Company, of Ashland, Wis., owning a saw-mill having a capacity to cut 275,000 feet of lumber a day; and that by his means one Kennedy, of Ashland, a stockholder in said company, and also its foreman, has obtained contracts for and put in over 14,000,000 feet of pine off the Indian lands at Bad River, to the entire exclusion of all other lumber manufacturers on the lake shore.

The inference manifestly sought to be created by the article in question is that Agent Gregory is a pliant tool in the hands of the company.

Charges have also been made through other sources that a fraudulent and corrupt ring exists with reference to the lumbering operations on the Lac Court d'Oreilles reserve (which you will observe are the more extensive of the two), formed with the express purpose of plundering the Indians, first, by procuring from them contracts at figures less than the true value of the timber, and then by furnishing supplies largely above cost. In this scheme the late agent (Mr. Durfee), the licensed traders (Dobie & Stratton), the Government farmer on the Lac Court d'Oreilles reserve (Pero), and the scaler (Stephens) are alleged to be implicated.

It has been alleged that under the new agent's (Gregory's) administration the "old and corrupt ring" is continued, the same subordinates retained, the same routine followed, and the Indians virtually robbed and plundered and reduced to subsisting on diseased horseflesh, a state of things which, it is alleged, occurred on the Lac Court d'Oreilles Reservation during the winter of 1884-'85, but of which this office has no information.

It is to ascertain the truth or falsity of these charges, as also to inquire into the general plan and results of the logging operations on both reserves, with a view to determining whether the privilege granted the Indians to dispose of their timber has not been abused to such an extent as to warrant this Department in withholding its consent to any further prosecution of operations, or whether some other more advantageous plan may not be devised, that you are directed to make this investigation. The investigation should be conducted on fair and impartial principles, but at the same time should be searching and exhaustive in its methods; and it would seem superfluous to say that the utmost caution and discretion must be exercised in order that the whole truth may be elicited and that information may be obtained that will enable this Department to act intelligently and understandingly in the matter.

In the words of a Sioux chief who recently visited this city, "Keep your eyes and ears open," and make full report of what you see and hear, the object being to get at the bottom of this whole transaction.

Your attention should be directed to the examination of all contracts made by the Indians with Dobie & Stratton, McDonald, Kennedy, and other parties; the means used in procuring such contracts, the prices agreed upon for the timber—with reference to the market value thereof at the dates of the several contracts—the prices charged for camp outfits, teams, sleds, provisions, and supplies of all kinds furnished by the contractors to the Indians; whether fair and reasonable, or excessive; comparing them, as far as practicable, with the list of prices approved by the agent, which every licensed trader is required by the regulations of this office to keep posted conspicuously in his trading store.

You will examine such of the Indians who have made contracts at any time during the four seasons as you may deem necessary, as to their dealings with the traders or other persons with whom they have contracted, and the manner in which they have been treated, and carefully note any cause of complaint which appears to be well founded and is worthy of remark.

You will also report whether white labor has been introduced on either of the reservations particularly referred to during the current season, and to what extent.

You will endeavor to ascertain, as far as it is possible to do so, what disposition has generally been made by the Indians of the cash balances paid to them individually by the contractors, as a guide to forming some idea of the beneficial results of the system, or otherwise.

Every facility should be afforded the parties charged for necessary explanation. Mr. Durfee, the late agent, resides at Ashland, and his attendance can doubtless be readily had.

The traders (Dobie & Stratton) are at, or near the Lac Court d'Oreilles reserve, and their books should be open to your inspection. Mr. Gregory, the present agent, is at the agency at Ashland, and the farmer and scaler are at Lac Court d'Oreilles. The officers of the Superior Lumber Company will be found at Ashland, and in this last-named connection I desire to be specially informed whether Agent Gregory is an officer or stockholder in that company, or in any manner, directly or indirectly, interested in any timber transactions with these Indians, and to what extent, and with whom.

Duplicates of all contracts made by the Indians, except such as are now awaiting final action by this office, should be found on file in the office of the agent.

A copy (marked D) of the last general instructions of this office to Agent Gregory on the logging subject, dated 29th October last, is also inclosed for your information.

At the close of the investigation you will report the facts as you find them to exist to this office, with such suggestions and recommendations in the premises as you may deem advisable.

Please acknowledge receipt hereof.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

HENRY HETH, Esq.,

Special Indian Agent at Large, care La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS.

Washington, April 1, 1886.

SIR: In connection with office letter to you of the 30th ultimo, directing you to make an investigation of the logging operations now in prosecution on the Lac Court d'Oreilles and Bad River Reservations, you are instructed to embrace within the scope of your inquiries the Red Cliff reserve, which is easily accessible from the La Pointe Agency, the Lac de Flambeau reserve, in Lincoln County, Wisconsin, and the Fond du Lac reserve, in Carlton County, Minnesota, also within the jurisdiction of the La Pointe Agency.

It has been reported that timber operations are being actively conducted on the Red Cliff and Fond du Lac reserves also. If this is so, they are being conducted surreptitiously and without the knowledge of this office.

The Flambeau reserve is said to be covered with valuable pine timber. No allotments have hitherto been made on the reserve, but it is reported that a scheme is on foot to have the lands allotted, in order to get at the timber.

You are directed to personally visit each of the above-named reservations, ascertain the true condition of affairs as regards the timber question, and report thereon with your recommendations to this office.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

HENRY HETH, Esq.,

Special Indian Agent at Large, care La Pointe Agency, Ashland, Wis.

[Telegram.]

ASHLAND, WIS., *April 15, 1886.*

COMMISSIONER INDIAN AFFAIRS:

No timber operations on Red Cliff. False report that timber has been cut there. All timber of any value has been cut from there. No timber being cut or has ever been cut on Lac du Flambeau. Fond du Lac, Court Oreilles, Bad River visited and investigated. Impossible to reach Grand Portage at present.

HETH,
Special Agent.

[Telegram.]

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, April 16, 1886.HETH, *Special Agent, Ashland, Wis:*

Proceed to Omaha and Winnebago Agency, Nebraska, where instructions will be mailed you.

J. D. C. ATKINS,
*Commissioner.*IN THE FIELD,
Ashland, Wis., April 16, 1886.

SIR: In compliance with yours of March 30, 1886, "Land," and April 1, 1886, I have the honor to submit the following report:

Yours of March 30 mentions the following pine contracts as having been made for the current season of 1885-'86:

Lac Court d'Oreilles Reserve.

Dobie & Stratton, licensed traders.....	61
Donald McDonald.....	36
Calligan Bros.....	18
Thomas Gaynor.....	5
Total.....	120

Bad River Reserve.

D. A. Kennedy.....	10
Ed. Haskins.....	9
Edwin Brown.....	5
Geo. Armstrong.....	5
B. G. Armstrong.....	1
John McGuigan.....	1
Chas. Tolliver.....	2
Geo. Forsyth.....	3
Total.....	33

Total, 153.

You state that "of the whole number, 118 have been approved by this office. The remainder have either been returned to the agent for correction or have so recently arrived that they have not yet been acted on."

I find in this office the following contracts, which I, as instructed, have carefully examined:

Lac Court d'Oreilles:

	Contracts.
Donald McDonald.....	31
Short.....	5

Bad River:

D. A. Kennedy.....	4
Short.....	6
Edwin Haskins.....	6
Short.....	3
Edwin Brown.....	4
Short.....	1

These contracts are in due form, approved by Agent Gregory and authorized by yourself. The means used in procuring these contracts at Lac Court d'Oreilles was for the party drawing the contract with the Indians to see the Indian, and if the contractor and the Indian allottee could come to an agreement, a contract was drawn up, signed by the contracting parties, submitted to the farmer, and, if approved by him, was forwarded to the agent for his action. The prices agreed upon for the timber contracted for last fall, I find, corresponds with the market value of timber at that time. You will understand, of course, that the price of timber varies according to quality and the distance it has to be floated, or, as they say here, "driven" to the manufacturing cen-

ters. Since these contracts were made the value of pine timber has increased fully 50 cents per thousand; hence the value of logs has correspondingly increased. This fact has been used, I believe, by designing white men to make the Indians dissatisfied with their last fall contracts.

The list of prices which licensed Indian traders are required to keep posted conspicuously in their trading store, and approved by the agent, I found conspicuously posted in the store of Dobie & Stratton, licensed Indian traders at Lac Court d'Oreilles. I compared this list with the charges against the Indians on the books of Dobie & Stratton, and found no discrepancy between the authorized prices and the prices charged. I also compared bills rendered the Indians by Dobie & Stratton with prices charged on their books, and found bills correct. Camp outfits, such as teams and sleds, were not sold to the Indians by Dobie & Stratton at the beginning of their logging work in 1885, but were hired to them at figures which appeared to me very reasonable.

I had no means of ascertaining what prices were charged the Indians by unlicensed contractors for camp outfits, teams, sleds, provisions, and supplies of all kinds. But I have every reason to believe the unlicensed contractors charged the Indians in many instances exorbitant prices, creating naturally much dissatisfaction.

I examined many of the Indians who made contracts. They were dissatisfied with the prices paid them for their logs, prices agreed upon by themselves last fall, and also with the prices charged them for supplies during the winter. The advance in the price of lumber and logs, as I have before stated, caused the Indians to grumble. The Indian has no cause to complain of this. A corresponding fall in timber would not have caused him to receive a less price for his logs than his contract called for. The Indian is justified in complaining of the high prices charged him for supplies by unlicensed contractors.

I believe every effort was made to keep white labor off this reservation, and to give the Indian labor the preference, paying them from \$15 to \$30 more per month than the whites were having off the reservation for the same kind of labor.

The unlicensed contractors or some of those having large orders to fill under contracts found it impossible to fill these contracts without employing white labor, and I find that white labor was, from time to time, smuggled into their camps. Pero, the Government farmer at Lac Court d'Oreilles, was discharged by agent Gregory prior to your order discharging Pero for not preventing, or possibly conniving at this practice, but the discharge of this man did not prevent this violation of the agent's orders. When the agent would appear the whites would leave to return and receive employment as soon as the agent left the reservation.

I find on Lac Court d'Oreilles that probably fifty or more new frame and log houses have been built by the Indians during last summer, this winter, and spring. The Indians are well clad, some of them have purchased good teams and have small farms.

The cash balances paid the Indians individually by the contractors have been used in some instance greatly to their benefit, but in many instances, as you would find among whites, has been squandered in the most worthless gewgaws, worthless trinkets, whisky, and gambling with cards, which appears to be a favorite pastime with the lazy and worthless Indians.

Dobie & Stratton, the licensed traders, I believe to be honest and upright men, and fair in their dealings with the Indians.

From all I can learn no man stands higher among honorable men in this section than Malcolm Dobie.

FOND DU LAC.

Fond du Lac was visited in compliance with yours of April 1, 1886.

You state "It has been reported that timber operations are being actively conducted on the Red Cliff and Fond du Lac reserve also. If this be so, they are being conducted surreptitiously and without the knowledge of this office."

By reference to yours of October 28, 1885, L 22934 and 25140, 1885, addressed to J. T. Gregory, esq., U. S. Indian agent, La Pointe Agency, the acting Commissioner says, "Allottees may proceed to clear the land of timber to such an extent as may be absolutely necessary for cultivation, or for building or fencing purposes, and may sell such surplus of the timber so cut as may not be required for use on the premises. The Indians, however, must be made to understand that for the present and until the patents are issued, they can not dispose of the pine in bulk, for speculative purposes alone, but only to the limited extent above mentioned."

I inclose herewith a report made by Agent Gregory, which will give you all the statistics connected with the cutting of timber during the past season under the authority above given.

I do not think the intent or spirit of above instructions have been violated. In Agent Gregory's report on the Fond du Lac Reservation I desire to call your attention to the item "Cost of clearing and cutting the logs." This included cutting of the logs, un-

derbrushing the land, piling the brush, also cost of subsisting the Indians during the winter. The farmer was required to cause the Indians to thoroughly underbrush and clear their lands as they proceeded, so as to render this land available for cultivation in the spring.

But for the privilege of clearing up this land these Indians would have remained in idleness during the past winter and have been paupers dependent on the Government or charity for food. All able-bodied Indians have had employment during the winter and are now in good condition.

The logs for which the Indians receive \$4 per thousand were on a small stream, above some bad rapids, and it will cost the millers to whom these logs have been sold at least \$1 per thousand to get them below these rapids; hence the discrepancy in value between these logs and those below the rapids, which brought \$5 per thousand.

I had a long talk with this breed of Chippewas. They are well clad, fat, lazy, and happy. Agent Gregory's report will give you also the number of houses built during the past season, and the advancement made by this band of Indians in their material welfare.

These Indians had no complaint to make, except that they were not getting enough for their logs. On inquiry I found that under a charter from the State of Minnesota a company was formed and a "boom" erected at the milling town of Cloquet, on the St. Louis River. The Indian lands are above this boom, their logs must be floated through this boom to reach a market or be sold to the miller at Cloquet.

You will readily see the boom company and the millers, possibly interested in this boom, have the Indians, as well as the whites owning pine lands above the boom, pretty much at their mercy. At all events, I am informed logs are worth \$1 more per thousand below the boom than they are above.

This naturally makes the Indians grumble and discontented. As this boom company is operating under a charter granted by the State of Minnesota, there is apparently no remedy for this evil—Indians and whites suffer alike.

BAD RIVER RESERVATION.

On reaching this reservation I called the Indians together and had a talk with such as were not absent in the "sugar-bush" making maple sugar.

These Indians had few or no complaints to make—none of any consequence.

I inclose herewith affidavit of W. C. Walker, Government farmer, Bad River Reservation.

After denying the charge that "one Kennedy received contracts for over 14,000,000 feet of lumber, to the entire exclusion of all other lumber manufacturers on the lake," he goes on to show how the price of pine logs on this reservation was fixed by the Indians themselves in council.

In some instances he admits that white labor was employed, and states why it was employed. Indians were always, however, given the preference at wages from \$2 to \$5 higher than that paid to whites. It further appears from the affidavit that the Indians were honestly dealt with on this reservation as to supplies, etc., during the logging season, and that the Indians preferred D. A. Kennedy as a contractor, knowing him to be a correct and honest man. The cash balances paid these Indians by contractors have been used by them in some instances wisely; in others, wasted and thrown away. I believe that the affidavit of W. G. Walker will give you a correct description of affairs on the Bad River Reservation, and that Walker can be relied on as a truthful man.

In reference to the charges that "a corrupt ring exists with reference to the lumbering operations on the Lac Court d'Oreilles Reservation and formed with the express purpose of plundering the Indian. * * * In this the late agent (Mr. Durfee), the licensed traders (Dobie & Stratton), the Government scaler (Stephens), are alleged to be implicated." I have the honor to state that I am unable to find any reliable evidence, in fact no evidence at all, to substantiate these charges.

As to the standing of Mr. M. Dobie, the manager of the business of the firm of Dobie & Stratton on the Lac Court d'Oreilles Reservation, I respectfully refer you to the Hon. William F. Vilas, brevet-major general; John C. Spooner, United States Senator; W. H. Phipps, land commissioner Omaha Railroad, of Hudson, Wis.; A. E. Jefferson, banker, Hudson, Wis.; F. B. Clarke, of Comstock, Clarke & Co., Hudson, Wis.; W. A. Rust, Eau Claire, Wis., one of the principal lumber dealers in the State; J. H. Knight, Ashland, Wis.

The late agent, Mr. Durfee, to whom I read the charges made against him, wrote me the inclosed letter. I believe the charges against Mr. Durfee emanate from a crank who was at one time employed on the Lac Court d'Oreilles Reservation by the Indians in some capacity, and was ordered off the reservation for making trouble among the Indians. He has been an active enemy of Mr. Durfee ever since.

Mr. Durfee's character for honesty and integrity stands unimpeached in this community.

You say: "My attention has now been called to a recent article in a Western paper, which, after severely criticising the manner in which it is alleged Agent Gregory's appointment was procured, charges him with being really the instrument of the Superior Lumber Company of Ashland, Wis., * * * and that by his means one Kennedy, of Ashland, a stockholder in said company and also its foreman, has obtained contracts for and put in over 14,000,000 feet of pine, off the Indian lands at Bad River to the entire exclusion of all other lumber manufacturers on the lake shore. It has been alleged that under the new agent's (Gregory's) administration the 'old and corrupt ring' is continued; the same subordinates retained, the same routine followed; and the Indians are virtually robbed and plundered and reduced to living on diseased horse flesh, a state of things which is alleged occurred on the Lac Court d'Oreilles Reservation during the winter of 1884-'85, but of which this office has no information.

"I desire to know whether Agent Gregory is an officer or stockholder of that company, or in any manner directly or indirectly interested in any timber transactions with these Indians; and to what extent, and with whom."

D. A. Kennedy, of Ashland, is, I believe, a stockholder in the Superior Lumber Company and also its foreman. He has obtained contracts for about 10,000,000, not 14,000,000, feet of pine off the Indian lands at Bad River. These contracts were obtained by Kennedy in the usual way from the Indians, the Indians preferring, as I have before stated, to make contracts with Kennedy.

The Superior Lumber Company had no part, parcel, or interest in any shape, form, or manner in those contracts. Kennedy having but little to do (the Superior Lumber Company not running during the winter) went into this business, contracting for logs on his own account solely, and I understand the Superior Lumber Company will not even saw these logs.

That the contracts obtained from the Indians by Kennedy were "to the entire exclusion of all other lumber manufacturers on the lake shore" is incontrovertibly disproved by the accompanying affidavits of the owners of "all other lumber companies on the lake shore" in or near Ashland, Wis., who are purchasers of pine logs. (See affidavits.)

It is not my business or purpose to comment upon the "manner in which it is alleged Agent Gregory's appointment was procured." I can only say that his appointment was a credit to the party or parties procuring it, and shows wisdom and good judgment in the appointing power. It is only to be hoped that all similar appointments will be as good. Your informant in stating that the old and corrupt ring is continued, states what is absolutely false. No corrupt ring has existed, or now exists, or could ever have existed under the present "subordinates." When the clause was read and translated to the Indians that they had been "robbed and plundered and reduced to living on diseased horse flesh," this assertion on the part of your informant was met by a general burst of laughter.

From the reply of their spokesman, I came to the conclusion that they, the Indians, were not such fools as to permit themselves to be plundered, in the first place; and they had no objection to horse flesh, in the second place, and that a horse dying in their midst would only become spoilt in the process of digestion.

They seemed to consider it as a huge joke some one was trying to perpetrate for his own benefit on their "great father."

The investigation has been conducted "on fair and impartial principles, and has been, as far as I am capable, searching and exhaustive in its methods.

I have diligently inquired and tried to find out who were the possible personal or political enemies of Agent Gregory in this community. I received from political foes and personal friends the same answer: "There is no man in our community who can impugn the honor or integrity of Agent Gregory."

On my arrival here, Col. J. H. Knight, secretary of the Superior Lumber Company, called on me and kindly offered me any assistance in his power to get at the bottom of these charges. The books of the Superior Lumber Company were thrown open for my investigation; I went through them and failed to find that Agent Gregory was, or ever had been, a stockholder in this company (see affidavits to this effect), or that the Superior Lumber Company had ever had any dealings directly or indirectly in Indian contracts for pine logs.

I am fully satisfied from my investigation that Agent Gregory has in no manner been directly or indirectly interested in any way, shape, or form, in any timber transactions with these Indians or with any one having timber transactions with them.

The attacks made by B. Cornell on the former agent and present agent originate in a diseased and prejudiced mind, one who is determined to persistently work until he accomplishes his object, having himself appointed to some position he covets on the Lac Court d'Oreilles Reservation,

Pay no attention to his communications, or you will have more "diseased horse-flesh" business to deal with.

I would fail to make you thoroughly conversant with the animus which prompts these slanderous and abusive charges against the present agent (Mr. Gregory) did I not make the following statement:

"The recent article in a Western newspaper" is from the Oshkosh Times. I inclose a copy. The attack is not upon Agent Gregory but upon the Hon. William F. Vilas, Postmaster-General. The only reason I can imagine for an editor of a Democratic paper publishing such an article void of any scintilla of truth is some personal pique or grudge against that Cabinet officer, placated by the fact as stated to me by honorable, and, I believe, truthful men, that he, this editor, has been for some time past in a chronic state of drunkenness.

Agent Gregory has informed me that as soon as he is exonerated from the charges made against him he proposes to resign the position as agent of the La Pointe Agency. I advise that his resignation be not accepted.

REMEDIES AND SUGGESTIONS.

After a careful study and investigation of the question how to solve the problem how best to dispose of the pine timber on the several reservations under this agency for the best interest of the Indians, I recommend and respectfully urge the following:

The amount of pine timber on the Lac Court d'Oreilles Reservation remaining is estimated at over 200,000,000 feet. Remove this agency to that point; if that is not practical in your judgment separate it from the La Pointe Agency and establish an independent agency there. The value of the Indian franchise, estimated at \$600,000, is worth this additional expense.

Instead of one, license three traders on the Lac Court d'Oreilles Reservation. Contract with these alone, they will be under bonds, can not sell supplies except at prices fixed by you. A worthy competition will be created by the presence of these traders, and the Indian will obtain his supplies at a less cost than prices fixed by you as fair and legitimate.

The Indian is not cheated now by the price he receives for his logs, that is fixed by supply and demand, nor can he be cheated in the scaling, but in the prices charged for supplies furnished him by unlicensed contractors over which you have not, nor do I see any practical way you can exercise any control. The present system works but one way. The unlicensed contractor sells supplies to the Indians at his own figures, leaves at the end of the logging season, and having a lien on the Indian's pay comes out all right.

The licensed trader has to carry these same men over the year, who are now without funds, or receive their displeasure and that of the tribe. This is a hardship upon the licensed trader under the present system, permitting irresponsible contractors to cut timber on these reservations. It is found to be impossible to restrict the cut; this is one of the great evils attending the system. Exercise what care or surveillance you may, the unlicensed contractor will exceed the amount of timber fixed to be cut by him. Licensed traders could be readily controlled.

At the end of the logging season when accumulated balances are due, pay this money over to the agent, to be deposited in some designated bank, to the credit of the Indians, to be checked out on the Indian's order, indorsed and approved by the agent, with the understanding that so much of this money shall be invested each year in permanent improvements on the allottee's land.

The coming generation will thus get some benefit of the intrinsic value of the now-standing pine. Otherwise in a few years the pine is gone. No more income, and finally the Indian's children, the coming generation, are on your hands as paupers to be supported by the Government or compelled to steal or to starve.

Red Cliff reserve was not visited, as all the timber (pine) on that reservation was cut some years since, by Fisher & Wing. A complaint was made a few days since to Agent Gregory, by an Indian, that another Indian was cutting some cord-wood on his mother's land; that's all.

On Lac du Flambeau Reservation there is much valuable timber. Some of the Lac Court d'Oreilles Indians have tried to persuade the Lac du Flambeau Indians to take allotments. This has been opposed by the older Indians, who prefer to hold their land in common.

There has been started on several occasions, schemes to get the Government to sell this reservation. No timber has ever been cut on this reservation. Reports to the contrary are false.

Very respectfully,

H. HETH,
Special U. S. Indian Agent.

I omitted to state in reference to the scaler Stephens, employed by the contractor and Indians, who is accused as being mixed up in the so-called "Lac Court d'Oreilles ring," that Stephens received his appointment on the recommendation of W. T. Price, of Wisconsin, member of the House of Representatives, to whom he refers, also to W. A. Rust, Eau Claire, Wis., H. M. Stocking, Eau Claire, Wis.

Stephens is believed to be honest and thoroughly conversant with his business.

The contractors sell their logs to the Pool Company, of Chippewa Falls, Wis., and to Gardner & Batcheler and Wills, of Lyons, Iowa. These firms accept Stephens's scaling as correct, so, if the Indian is cheated by Stephens's scaling, the contractor is also cheated, which is not likely.

The scaling books are deposited at Chippewa Falls, and by law must be retained there five years.

Respectfully,

H. HETH,
Special U. S. Indian Agent.

After closing this report it has occurred to me that it would not be out of place, but pertinent to the matter under investigation by me, to call your attention to the fact that the alleged misconduct of the present agent as a party to the so-called ring formed on the Bad River Reservation, was first brought to the attention of the public, in newspaper form by a Democratic editor residing some 250 miles from the scene of these alleged frauds.

The editor of the Republican journal of this place, the Ashland Press, informs me that "he has heard statements on the street and rumors to the effect that Agent Gregory was a tool of the Superior Lumber Company, but he did not credit them and hence refused to publish them, adding if any misconduct on the part of Gregory should come to his knowledge in an authentic and reliable way he would not hesitate to give the same to the public through the columns of his newspaper.

Who would have the best opportunity of informing himself of the reliability of these charges, the editor of the Republican paper on the spot, or the editor of the Democratic paper 250 miles away, and presumably who of the two editors would be most likely to sift this matter to the bottom, especially if he brought odium upon a member of a Democratic Cabinet?

Very respectfully,

H. HETH,
Special U. S. Indian Agent.

[Inclosure No. 1.]

Logging operations on Fond du Lac Reservation, 1885-'86.

Name.	Amount cut.	Price.	Total.	Acres cleared.	Cost of cutting.	Cash balance.	Horses bought.	Price paid for them.	Cattle bought.	Price paid for them.	Houses built.	Value of houses.	Value of camp outfit.
Louis Lapraisie.....	379,030	\$4	\$1,516.12	25	\$831.12	\$25.00	.....	.....	2	\$160	1	\$500	.....
Ed. Michael.....	447,491	5	2,237.45	30	1,108.73	518.72	.....	.....	.....	.....	1	450	\$100
Alex. Laundey.....	185,670	5	928.35	15	603.90	324.45	.....	.....	.....	.....	.....	.....	.....
Obequist.....	171,410	5	1,140.41	20	452.74	387.67	.....	.....	.....	.....	1	300	.....
Shatwag way.....	70,840	4	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
	171,850	5	1,203.61	25	405.00	248.60	2	250	.....	.....	1	300	.....
	86,990	4	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Louisa Naga nat.....	599,590	4	2,398.36	30	1,383.38	514.98	.....	.....	.....	.....	1	500	.....
Maryaret Montville.....	514,470	4	2,572.35	25	4,323.47	848.88	.....	.....	.....	.....	1	400	.....
Joseph Smith.....	341,670	5	1,708.35	20	1,056.84	452.33	.....	.....	2	200	.....	.....	.....
Frank Defoe.....	425,590	4	1,702.36	30	1,162.72	164.64	1	178	.....	.....	.....	.....	200
Joseph Frank.....	302,020	4	1,208.08	25	661.25	116.83	.....	.....	2	150	.....	.....	30
Frank Ledue.....	509,310	5	2,546.55	30	1,481.99	409.55	.....	.....	.....	.....	1	400	225
Pruissi.....	182,320	5	911.60	20	524.59	237.08	.....	.....	.....	.....	1	150	.....
Nim way wag s shiquay.....	243,940	5	1,219.70	25	512.70	257.00	2	450	.....	.....	.....	.....	.....
Majish Kung.....	726,620	5	3,633.10	30	2,264.53	653.57	2	400	.....	.....	.....	.....	315
	5,357,911	.....	24,926.39	350	13,772.14	5,249.25	7	1,275	6	510	8	3,250	870

Logging operations on Fond du Lac Reservation, 1885-'86—Continued.

Articles.	Amount.	Articles.	Amount.
1,863,160 feet logs, at \$4 perM	\$7,452.64	Cattle bought.....	510.00
3,494,751 feet logs, at \$5 perM	17,473.75	Houses built.....	3,250.00
	24,926.39	Camp outfit.....	870.00
		Cash balance.....	5,249.25
Cost of cutting.....	13,772.14		24,926.39
Horses bought.....	1,275.00		

[Inclosure No. 2.]

As far as I know there is no foundation in the charge that Agent Gregory is "a tool in the hands of the Superior Lumber Company, and has given contracts to one Kennedy for over 14,000,000 feet of pine off the Indian lands at Bad River, to the entire exclusion of all other lumber manufacturers." This is not true; it is all false.

The Indians held a council last August and fixed themselves the price they should receive for their pine logs. They were to get \$6 per thousand for No. 1 logs delivered on the bank of the stream. If any one contracted with the Indians, owners of timber, to deliver logs on a stream they, the contractors, were to receive \$4 and the Indian, owner of the pine timber, was to receive \$2, this for No. 1 timber. For culls, delivered on the bank, known as No. 2 logs, they, the Indians, were to receive for same \$4.50. If No. 2 or culls were contracted for, the contractor was to receive \$4; the Indian, owner of this pine timber, was to receive 50 cents per thousand. When there was a short haul, in some instances the contractor was to receive a little less than \$4 per thousand, and no contractor has received more than \$4 per thousand for putting in timber, all logs to be paid for before being moved from reservation.

In some instances white labor was employed in the camps. Indians were always given the preference for work at logging, and received wages say from \$2 to \$5 more than whites. When whites were employed it was in consequence of Indians deserting the camps, for various reasons, and it would have been ruin to the contractors not to have employed white labor, failing to secure Indian labor.

Ben Armstrong, George Forsythe, Chas. Tolliver, and John Denomie (a sub-contractor of D. A. Kennedy) employed more or less white labor, under the circumstances above stated.

Indians complained from time to time about prices of supplies furnished them. When these were investigated I found them frivolous and without foundation.

The Indians got their money when they wanted it, and could trade where they pleased. I think the prices paid for supplies by the Indians the past winter were very reasonable.

On a school section belonging to the State contractors sold to parties in Chicago for \$6 per thousand, delivered in the boom. This was not as good a price as the Indians received. As the Indian logs were to be delivered on the bank, the difference would be from 50 to 25 cents per thousand in favor of the Indians. This is a good test, as the parties were logging on the same river.

Those Indians purchasing outfits got them reasonably; they bought where they could buy cheapest. I know of nothing crooked going on at this agency, and if any attempt to take advantage of these Indians had been made I would have known it.

The movement to get D. A. Kennedy to contract for logs on this reservation originated with myself and the Indians, they knowing him to be a good, fair, and reliable man.

WM. G. WALKER,
Government Farmer.

Subscribed and sworn to before me this 15th day of April, 1886, at Ashland, Wis.

N. I. WILLEY,
Notary Public.

[Inclosure No. 3.]

OFFICE OF UNION MILL COMPANY,
Ashland, Wis., April 9, 1886.

SIR: In reply to the charges made against me as an Indian agent, during the winter of 1864-'65 (sic), of collusion with the post-trader, Indian farmer, and Government scaler, upon Lake Court Oreilles Reservation, for the purpose of defrauding the Indians in the

sale of their pine, I can only say that the charge is false in every particular. I have resided at the head of Lake Superior for the past thirty years, and am quite well known among the business men of northern Wisconsin and Minnesota, and I would be pleased to have you inquire of any responsible business men in this place, or in Duluth, if they have ever heard that I was suspected of a dishonest action as Indian agent, or in any other business transaction; and further, if I was going into the business of swindling the Indians or the Government, if they think I would be idiot enough to place myself in the power of my subordinates by taking them into partnership in mystealing. I think this charge emanated from one Cornell, a man whom I do not know, but whose object in making it is explained in subsequent correspondence with Agent Gregory, my successor. In my administration of the affairs of La Pointe Agency my only endeavor was to conduct the business to the best of my ability, and fairly and honestly toward the Government and the Indians. I did not nor did I attempt to make one dollar out of the position beyond the salary paid me by the Government.

Very respectfully,

General H. HETH,
U. S. Special Agent, Ashland, Wis.

W. R. DURFEE,
Late U. S. Indian Agent.

[Inclosure No. 4.]

ASHLAND, Wis., April 17, 1886.

I hereby certify that I am not, nor ever was, a stockholder in the Superior Lumber Company of Ashland, Wis.

JAS. T. GREGORY.

Subscribed and sworn to before me this 17th day of April, 1886, at Ashland, Wis.

[SEAL.]

N. I. WILLEY,
Notary Public.

[Inclosure No. 5.]

SUPERIOR LUMBER COMPANY,
Ashland, Wis., April 7, 1886.

DEAR SIR: I have been informed that one of the objects of your presence here at this time is to investigate charges which have been made in certain newspapers against Indian Agent James T. Gregory, in which irregularities as such agent are alleged, and in which it is also alleged that this company and myself are implicated.

Herewith I hand you copies of the Oshkosh Times, in which are contained these charges, and also clippings from the Milwaukee Sentinel, in one of which the statements contained in the Times are produced in the editorial columns, and the other contains additional allegations by the Washington correspondent of the Sentinel, wherein the correspondent refers to "an exposure of an alleged arrangement by which the Indian agent acted as the agent of this company for securing a monopoly of contracts to sell this company enormous amounts of lumber cut from the Indian reservations." The correspondent then alleges that certain persons were supplied with certain documents to aid the securing of this monopoly of the timber, and that Colonel Vilas is president of this company, etc.

I assert that in scarcely any particular, whether material or immaterial, is one of the statements in either newspaper true, and I think abundant proof can be furnished to substantiate this statement.

I am ready at your call to go before you or any tribunal and under oath to give you every fact in my power or in my knowledge respecting this matter. I will at any time lay before you all the books, records, or papers of this company and my own, and to permit you to make a full examination of them. I offer to give you every possible opportunity in the power of this company or myself to make the fullest and most searching investigation. I especially desire that the persons alleging these irregularities shall also have an opportunity to see these books and papers and to cross-examine me. I will waive every objection to any question that can be desired that can in any way bring out, by answering directly, any fact that will in any way throw any light upon this whole matter, whether material, immaterial, or frivolous.

I inclose herewith the names of the only persons here whom I have ever heard of as in any way insinuating that there were suspicious circumstances respecting these matters.

I also give you the name of the man whom I believe wrote the communication to the Oshkosh Times signed "Reformer," and I request that you will say to these men that you are here to inquire into the matters referred to and ask their assistance therein. Indeed I would be glad to see a published notice setting forth the object of your coming here, and inviting any and all to be heard who could aid your inquiries.

I also request you to invite the Oshkosh Times and Milwaukee Sentinel proprietors to aid you in your investigation.

I further request that you will fully examine into the operations of D. A. Kennedy the past winter, or at any other time, in these logs cut from the Bad River or any other reservation. He will hand over to you his books and any other papers in his possession or control that shall be deemed necessary to fully inform you as to his operations. He says he is willing also to answer any questions respecting these matters in any way tending to give full knowledge of his transactions or in any way affecting this company.

Very respectfully,

JOHN H. KNIGHT,
Secretary and Treasurer.

General H. HETH,
Special Indian Agent, Ashland, Wis.

[Inclosures.—Newspaper slip. From Milwaukee Sentinel, Tuesday, March 30, 1885.]

ANOTHER CABINET OFFICER UNDER A CLOUD.

No doubt there were simple-minded people who fancied that if once the wicked Republicans were put out of power, and the administration placed in the hands of Democrats, a glorious period of purity and reform would follow. There would be no more scandals touching men in high places. Office would be a public trust, and public officers scrupulously hold aloof from all entanglements in schemes devised for personal profit. Such expectations showed little familiarity on the part of those who cherished them with the history of the Democratic party in the days of its former national ascendancy, or with its more recent history in the States and cities where it has ruled.

Long before the first year of the new Democratic reform administration had closed a member of the Cabinet, with other high Democratic officials, was found with his pockets stuffed with the stock of a corporation which was using his office to promote its own pecuniary interest at the public cost, the stock having been received by him as a gift. And now comes, from a Democratic source, a serious charge against Postmaster-General Vilas. The Oshkosh Times, a Democratic paper, publishes a communication signed "Reformer," in effect charging the Postmaster-General with using his influence as a member of the Cabinet to promote the pecuniary interests of a wealthy lumber company in which he and his personal friends are the principal stockholders, the Superior Lumber Company, of Ashland, in this State. The affair, as given in the communication, is briefly as follows:

Last spring, at the request of the Postmaster-General, and to the exclusion of other and more prominent candidates, one Gregory, who had been in the employ of the lumber company, and whose relations with it were close at the time, was appointed Indian agent for Northern Wisconsin. Gregory had no political standing in the State, and owed his appointment solely to Colonel Vilas. As Indian agent, Gregory has charge of the lands allotted to the Chippewa Indians on Bad River. These lands include valuable tracts of pine timber, and the Indians can not dispose of the timber without Gregory's consent. Now it appears, according to the Times' correspondent, that the Indian lands are being stripped of their timber in the interest of the Superior Lumber Company. He says that during the past season D. A. Kennedy, the superintendent of Mr. Vilas's lumber company, has bought over 14,000,000 of pine timber from the Indian lands.

The statements of "Reformer" have called out a reply by Col. J. H. Knight, an intimate personal friend of Colonel Vilas, and stockholder in the lumber company, but, as The Times says, the reply, if carefully analyzed, will be found directed against immaterial points. Thus Colonel Knight says that Superintendent Kennedy, "with a very trifling exception," did not purchase logs from the Indians, but from persons who bought from the Indians. Yet it would be easy enough for Mr. Gregory to see that no timber was cut that would not go to the Superior Company, though it might pass through intermediate hands. Colonel Knight's other explanations relate to such immaterial facts as denying that Kennedy is a stockholder in the company, though admitting that he is its foreman, and that he (Knight) was not "loafing about Washington several weeks to procure Gregory's confirmation," though he admits that, when at Washington, he spoke to Senators Spooner, Sabin, and Hampton on the subject. The Times sums up the case as

follows: "The Superior Lumber Company is a wealthy and powerful lumber corporation located at Ashland. Postmaster-General Vilas is a member of that company; the pine lands of the Chippewa Indians lie in the vicinity of the lands and mill of the company; the lands and pine thereon are under the control of the Indian agent; the relations of Mr. Gregory with the Superior Lumber Company are such that, in view of all the circumstances, he ought not to be appointed to this responsible position; and Colonel Vilas, as a stockholder of the company, ought not, as a Cabinet officer, to permit, much less urge, his appointment."

Perhaps Colonel Vilas may be able to give a satisfactory explanation of these matters, but at present they have an extremely suspicious appearance.

[Newspaper slip—Special dispatch to Milwaukee Sentinel, Washington, April 3.]

The exposure of the alleged arrangement by which Gregory, the Indian agent at Bayfield, also acted as agent for the Superior Lumber Company in securing a monopoly of contracts to sell to that company enormous amounts of lumber cut from the Indian reservations under Agent Gregory's charge, created considerable talk among Badger politicians here. One gentleman, who is somewhat familiar with the circumstances, regards it as suspicious that certain persons were supplied with documents similar in style and form to those which are required by the General Land Office, and that outside parties not so supplied were placed at a disadvantage, as all such contracts must first be indorsed by the Indian agent and sent here to the General Land Office for approval. A friend who enjoys confidential relations with the Postmaster-General declares that this alleged exposure is a sort of roorback brought forward at this time to prevent Gregory's confirmation, and that although Colonel Vilas is the president of the Superior Lumber Company other officers of that corporation were too cunning to make a catspaw of Gregory, knowing that any negotiations through him would most certainly create suspicions which would involve Colonel Vilas.

[Newspaper slip. (From Milwaukee Sentinel) April 16, 1885.]

WANTS INVESTIGATION—A DEMOCRATIC PAPER WANTS INDIAN AGENT GREGORY'S CASE ATTENDED TO.

Oshkosh Times: It is hoped that Mr. Lucius Quintessence Cassius Lamar will cease dreaming for a few weeks until he can give the matter a thorough overhauling, and if he can conclude that the appointment was one ill-becoming a reform administration, and that Mr. Vilas, being a stockholder in the Superior Lumber Company, should not take so abiding an interest in Mr. Gregory as an Indian agent who controls Indian logs, he will see to it that Mr. Gregory is not confirmed.

It will be remembered that neither the Times nor its correspondent has charged any dishonest motive to the Superior Lumber Company or its stockholder, Mr. Postmaster-General Vilas. It has only said that it is placing a reformer in a reform Cabinet in a very delicate position, to say the least, and one in which his friends would find it difficult to defend him against the charge that he had sat idly by and watched the appointment and confirmation of a man to an office in the affairs of which the Superior Lumber Company is at least remotely interested, and with whom Mr. Gregory is on very amicable terms, so much so that this Mr. Gregory would throw up the position as cashier in a bank to accept a position as Indian agent, at a salary of \$1,500 per year.

Mr. Gregory may be a strictly honest and upright man, and one who would not stoop to give the Superior Lumber Company inside pointers as to Indian logs which were to be purchased by Middleman Kennedy, and in a roundabout way go through the Superior Lumber Company's mill. But it is strange that a man who accepts a position as cashier of a bank that was established by a man of great wealth, and who expressly demanded as contingent upon his taking stock in the bank that his protégé, Mr. Gregory, be made cashier—it is strange that such a man, with all this backing and in this position, should prefer to resign and accept an Indian agency which pays a salary of \$1,500 per year.

This is strange, but perhaps Mr. Lamar's investigation committee, with the aid of Col. John H. Knight, Colonel Vilas, and Messrs. Gregory and Kennedy, mutual friends, can explain it. But in the mean time it might be well to inquire what confidence the people will have in an investigation carried on by an administration that retains old Pan-Electric Garland, with his pockets bulging with free-gift stock, in the Cabinet?

[Inclosure No. 6.]

I own a saw-mill here (Ashland, Wis.). I would not go into the logging business last fall on Indian reservations owing to the fact that I did not like the restrictions imposed by the Government on contractors. I know of nothing crooked on the part of the old agent, Mr. Durfee, or on the part of the present agent, Mr. Gregory; have no complaints to make.

ASHLAND, WIS., April 17, 1886.

W. R. SUTHERLAND,
Secretary Ashland Lumber Company.

[Inclosure No. 7.]

I have no complaints to make against Mr. Gregory; he used me well. I can't say a word against Mr. Gregory. I think Mr. Gregory acted on the square with the contractors and the Indians.

I thought last fall that there was something wrong, but after commencing work I found all was right.

I have read the articles in the Oshkosh Times. It is all wrong; they are abusing an innocent man. I don't associate with Gregory; he is no friend of mine; we do not agree in politics.

GEO. FORSYTH.

Subscribed and sworn to before me this 16th day of April, 1886, at Ashland, Wis.
[SEAL.]

N. I. WILLEY,
Notary Public.

[Inclosure No. 8.]

I was interested in a saw-mill up to last August at this place.

There can be no truth in the allegation that all other lumber manufacturers other than the Superior Lumber Company were excluded from contracts in obtaining pine lumber from Bad River, as we obtained contracts for all we asked for, and I never heard of other millers being refused contracts. My partner in the logging business at this place is George Forsyth.

ROBT. RICHIE.

Witness:

J. LINDSEY.

Subscribed and sworn to before me this 16th day of April, 1886, at Ashland, Wis.
[SEAL.]

N. I. WILLEY,
Notary Public.

[Inclosure No. 9.]

OSKOSH, WIS., ———, ———, ———.

DEAR SIR: I have been in attendance upon the supreme court at Madison during the past week and returned this morning, which accounts for the delay in answering your letter of the 7th instant, the same having properly been laid aside until my return. I shall be obliged to refuse to give you the name of the Times correspondent. Did I feel at liberty to do so, I should certainly have given the information to Colonel Knight. The responsibility must be and is assumed by the proprietors of the Times, and they could not, without violation of confidence, give the name of their correspondent. The matters referred to in the article, which you probably have in your possession, are of common knowledge among the people of this State, and particularly of northern Wisconsin, and you will have no trouble in ascertaining the facts if you desire to do so. Colonel Knight has written me that Kennedy's contract amount to 10,000,000 instead of 14,000,000, and he also says that Kennedy is not *now* a stockholder. But I am told that Kennedy has been a stockholder in the Superior Lumber Company, and transferred his stock before he began his Indian deal. But I can not vouch for the truth of this statement and so have not published it.

The pith of the whole matter is that at the time of his appointment and now the relations of Mr. Gregory to the Superior Lumber Company were such that it was grossly

improper for a Cabinet officer who is a large stockholder in the company to suggest his nomination and urge his appointment to that position. And the circumstances are so well known that no amount of quibbling or whitewashing will eradicate that idea from the minds of the people of this State. Colonel Knight has all the articles published in the Times, and will undoubtedly permit you to see them.

I am, very respectfully,

CHARLES W. FELKER.

H. HETH, Esq.,
Special U. S. Indian Agent.

[Inclosure No. 10.]

ASHLAND, Wis., *April 14, 1886.*

DEAR SIR: Accept my thanks for yours from Oshkosh (no date), received this evening. I have no desire that you should violate any confidence placed in you as a journalist. I am here to get at the bottom of alleged misconduct on the part of Agent Gregory and to whitewash no one. I have made diligent inquiries in reference to Agent Gregory being a tool of the Superior Lumber Company, thus far unsuccessfully. If you can consistently do so, will you be kind enough to refer me to parties here or elsewhere where and from whom I may get the desired information? It is my duty to sift this matter to the bottom, and I propose to do so regardless of men. I shall remain here until I receive your answer.

I am, very respectfully, your obedient servant,

H. HETH,
Special U. S. Indian Agent.

CHARLES W. FELKER, Esq.,
Oshkosh, Wis.

[Inclosure No. 11.]

CHIPPEWA FALLS, Wis., *May 2, 1885.*

DEAR SIR: I congratulate you on your appointment as agent for the Chippewa Indians on Lake Superior.

From October, 1884, to March, 1885, I was on the Court Oreilles Reservation, looking after the interests of the Indians and working up a case against the agent.

Concerning the bad management on this reservation I wrote largely to the Secretary of the Interior, the Commissioner of Indian Affairs, the Hon. Isaac Stephenson, and ex-Governor and ex-Congressman the Hon. Thad. C. Pound.

I also wrote to President-elect Cleveland, calling his attention to what I considered a system of robbery that was being persistently practiced upon these Indians day by day.

Finally the results of my observations were crystalized in a series of charges against the agent.

These charges, I think, secured his dismissal, as I understand it to be a rule under this Administration not to put a man out until his time expires, provided he has faithfully discharged his duties.

I would therefore, in view of the above, respectfully ask from you the position of Indian farmer on the Lac Court Oreilles Reservation.

The Indians on the reservation all know me—every one—and I have their confidence and respect.

The lumber business I understand in all its branches. I have been a Democrat all my life and served during the war of the rebellion in the Army of the Potomac, over three years.

I can probably give any kind of reference here that you may require.

Very respectfully,

B. CORNELL.

J. T. GREGORY, Esq.

[Inclosure No. 12.]

CHIPPEWA FALLS, Wis., *February 28, 1886.*

SIR: I wrote you last spring asking the position of farmer on the Lac Court Oreilles Reservation.

If I do not receive an answer within the next thirty days I will, as a soldier, appeal directly to the "Veterans' Rights Union," and through them to the President of the United States.

Very respectfully,

B. CORNELL.

Mr. ——— GREGORY,
Indian Agent, Lake Superior.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., April 26, 1886.

SIR: I have the honor to inclose herein the affidavits of John H. Knight, secretary and treasurer of the Superior Lumber Company, D. W. Mowatt, of the firm of Mowatt & Case, and S. S. Fifield, editor of "The Ashland Press," all of the village of Ashland, Ashland County, Wisconsin.

These affidavits were to have comprised a part of the recent report of Special United States Indian Agent Heth, concerning affairs at La Pointe Agency, but his time being limited, and the above-named gentlemen being absent from town, Agent Heth requested me to procure the affidavits on their return and forward them to the Department with the request that they be included in his report.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

AFFIDAVIT No. 1.

STATE OF WISCONSIN,
Ashland County, ss:

John H. Knight being first duly sworn, deposes and says: That he is forty-nine years old, and resides at Ashland, Wis.; that he is the secretary and treasurer of the Superior Lumber Company of said place, and has been secretary ever since said company was organized and treasurer ever since said company was organized, except during the first year of its existence; that also he is the general manager of said company, and has had the general management of the business and operations of said company ever since its organization.

And this deponent further says that this company never bought, owned, or had any interest or property in any manner, in any logs cut from the Bad River or any other Indian reservation; that every year, Indians residing on the Bad River and Red Cliff Reservations, ever since this company was organized, have requested this deponent to buy their logs and to do logging on their lands, and that such request has in every case been promptly refused; that Indian Agent W. R. Durfee during the time he was agent requested this deponent to buy logs of the Indians on the Bad River Reservation, but did not do so; that this deponent has personally been applied to by said Indians to buy their timber every year since allotments were made to them, and in every case refused to do so, and that he never bought, owned, or controlled any of said logs in any manner whatever; that the said Superior Lumber Company never bought or was interested in said logs for the same reason that influenced this deponent to the policy of not dealing in them, to wit, because in the judgment of this deponent the business would be attended with disagreeable annoyances and no profit could be derived from such purchases.

And this deponent says that the said company is not in any manner interested in any of the logs purchased by one D. A. Kennedy, during the past winter, or at any other time; that no proposition or suggestion was ever made to this deponent or to any one else in the employ of this company to sell any interest in said logs to said company; that no logs were ever cut, banked, or purchased of any Indians or taken from any Indian reservation for the benefit of this company or in which this company ever had or expect to have any interest or property in any manner.

Deponent further says that the said Superior Lumber Company have never in any manner directly or indirectly had any dealings or business of any kind with Jas. T. Gregory, as Indian Agent, and that no one for or in behalf of the said company has had any dealings or business with said Indian Agent; that said Gregory has not now and never has had any stock, property, or interest in the said company in any manner whatever,

and that said Gregory never had any relations to the said company whatever, except as an employé thereof during the years 1882 and 1883, and that he has had no connection with said company in any manner for more than two years last past, and that it has been a rare occurrence that he has been in the office or about the premises the past two years.

And this deponent further says that at no time has there ever been, nor is there now, any understanding or agreement or promise or suggestion thereof, with any one by which the said lumber company shall in any manner profit or derive any advantage from any logs, or the lumber that may be made therefrom, owned by said Kennedy or any one else, or which have been cut or taken from the Bad River or any other Indian reservation.

And this deponent further says that he has endeavored to be explicit in the foregoing affidavit, and to fully and directly state every matter and fact in any way connected with the subject considered and testified to; that never in any way nor at any time has the said company owned one dollar of interest or property in any logs referred or the product thereof; that he did not know until within the past month, so as to recollect the fact, that any logs cut from any Indian reservation had ever passed through the mill of said company, but found upon examination and inquiry, and tracing the logs by the marks as recorded in the books of said company and in the district inspector's records, that for one or another of owners of logs cut from the Bad River Reservation, the said company had every year sawed some of them, but the said company never owned one of said logs or one foot of the lumber produced therefrom; that the said company has in no year owned enough logs to run its mill during the entire sawing season, and has taken logs every year owned by others to saw, for the "saw bill" alone, and in this way only has there ever one of said logs been in said mill or the lumber manufactured therefrom been in the lumber yard of said company.

JOHN H. KNIGHT.

Sworn and subscribed to before me this 20th day of April, 1886.

N. I. WILLEY,
Notary Public.

AFFIDAVIT No. 2.

I bought a saw mill from Mueller & Ritchie last September.

I came in last fall a stranger to Mr. Gregory. He gave me I believe the same opportunity of obtaining log contracts as he did any one else, as far as I know.

I got all the contracts I applied for. I think the persons opposed to Mr. Gregory in this matter you will find to be his political opponents.

D. W. MOWATT.

Subscribed and sworn to before me this 24th day of April, A. D. 1886, at Ashland, Wis.

[SEAL.]

N. I. WILLEY,
Notary Public.

AFFIDAVIT No. 3.

I am a political opponent of Mr. Gregory; I have heard rumors and statements on the street in regard to his favoring the Superior Lumber Company in the matter of obtaining logs from the Indians, but paid but little attention to these rumors as they were not backed by anything I considered proofs. I believe Mr. Gregory to be an honest and upright man.

SAM'L S. FIFIELD.

Subscribed and sworn to before me this 27th day of April, A. D. 1886, at Ashland, Wis.

[SEAL.]

N. I. WILLEY,
Notary Public.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Odanah, Wis., October 20, 1886.

DEAR SIR: In looking over the south half of northeast quarter, section 5, township 47, range 2 west, I find a trespass of about 229 stumps, amounting to about 1,500 to 1,800 feet to the stump; and it seems, in order to cover the deed, parties set fire to the

branches, etc. On the north half of southwest quarter, section 10, township 47, range 2 west, I find another trespass, amounting, including waste, of 2,000 ties. As I understand, there are no patents issued. I have forwarded a like copy to Agent Gregory. Please investigate into this matter. More to follow.

Respectfully yours,

A. H. WIGMAN,
Government Farmer.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 29, 1886.

SIR: I am in receipt of your letter of the 20th instant, reporting certain timber trespasses on the Bad River reserve.

You will ascertain the names and addresses of the trespassers and of witnesses by whom the facts can be proved and report the same to Agent Gregory for his action.

In future please address all communications through the agent.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

Mr. A. G. WIGMAN,
Government Farmer, Odanah, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, November 12, 1886.

SIR: Inclosed find copy of a letter written to this office 20th ultimo, by A. H. Wigman, Government farmer, relative to certain timber depredations committed on Bad River reserve, with copy of my reply thereto.

Also a copy of a further letter received from Mr. Wigman on the same subject, dated 4th instant.

All which are referred to you for investigation, necessary action, and report to this office.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Indian Agency, Ashland, Wis.

LA POINTE AGENCY, *Odanah, Wis., November 4, 1886.*

DEAR SIR: I am receipt of your letter of the 29th ultimo. In reply would say that I have reported these trespasses to Agent Gregory, and then he said that they had been settled, but these Indians claim they were not, and all were ready to prove the same. The last time Agent Gregory held an open council it was on or about October 12, 1886; then this matter came up. Agent then and there said the farmer would be instructed to look up these trespasses. Now, when I reported to the agent he claimed that I would take up all my time if I would look up all the trespasses, that they were already settled. Now I have been unable to find one of these Indians to say that they had been settled. I have only sent a couple of them to the Department, but it is not all. There are many more to look up, and the Indians insist that they all be looked up and sent to headquarters for action, as agent would not attend to it. In referring back to my previous letter you will see that I have stated that I sent a copy of the same to Agent Gregory. The following names are the addresses of witnesses by whom the facts can be proved: George Blacker, Odanah, Wis., Indian; James Blackbird, chief; Adam Scott, L. Lemaux, A. Pero, J. B. Denominee, Joe Stoddard, Odanah, Wis.

The address of the trespasser is Edward Haskin, senior, Odanah, Wis., storekeeper.

Very respectfully,

A. H. WIGMAN,
Government Farmer.

Hon. A. B. UPSHAW,
Acting Commissioner, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., December 4, 1886.

SIR: Referring to Department letter "L, 29718-1886," I would say that after careful investigation, I find that Mr. Haskins has never cut pine on the land described by Mr. Wigman, late Government farmer at this agency.

The land in question is patented to Indian women, and the clearing has all been done by their husbands or members of their family.

Mr. Haskins has always, and is willing, to promptly settle any trespasses that he may unintentionally commit, and I am unable to find any well-sustained charges of trespass against him.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

CLOQUET, MINN., *November 9, 1886.*

DEAR SIR: I write you as the attorney for and in the name and on behalf of Nawgaw-nub, chief of the Fond du Lac band of the Chippewas, and about thirty of the Indians and half-breeds of this band. In August last about forty patents were issued to individuals of this band, giving them 80 acres each, with restrictions as to selling and leasing. These patented lands are mostly pine lands, covered with valuable pine timber.

About a month ago one Patrick Hynes came here from the Chippewa River region, Wisconsin, and began to make arrangements with these Indians to buy the pine timber, when it should be delivered at the bank of the Saint Louis River in logs. He (Hynes) represented to them that he was going to build a saw-mill on their reservation on the Saint Louis River, which would be of great benefit to them, as it would give them work near at home, instead of having to walk about a mile to the mills in Cloquet; and further, that he (Hynes) would furnish them with provisions at cost price with freight and wages of a man to handle them added; and further, that he (Hynes) had the only and exclusive right to buy this timber from the Indians; that unless they sold it to him they could not cut it and sell it; and thus by cajolery and threats induced about thirty of these Indians and half-breeds who had obtained patents to sign contracts with him to deliver and sell to him their pine logs on the bank of the Saint Louis River, for \$5 per 1,000 feet, board measure. The amount so contracted is about 12,000,000 feet. Since these contracts have been made, Mr. Hynes has openly and repeatedly and indiscriminately stated that he has no intention to build a saw-mill on the Indian reservation, or anywhere else; and there is, in my estimation, a well-founded rumor that he has sold these 12,000,000 feet of logs to one Shaw, a mill-owner here, for \$7 per 1,000 feet on the bank of the Saint Louis River where the Indians are to deliver them, that making the neat little sum of \$24,000.

The Indians further complain that the provisions which they get from one Page here, who is said to be connected in relationship with the agent, Gregory, are charged to them at a higher price than they can buy them at other stores in this town. As to the other matter, that Hynes has the exclusive right to buy this timber, it looks like a gratuitous boast, and is used for the purpose of intimidation. I can not understand why the Government should give one man this right when in no respect can it be a benefit to the Indians and is a monopoly, oppressive and injurious; but there seems to be some foundation to this claim, because other parties have tried to get permission from the agent, Gregory, to buy timber from the Indians, offering to give them from \$6 to \$7.50 per thousand feet, when delivered on the river, but that the agent has refused them the privilege, saying that Hynes was under bonds of some kind. Outside parties are freely offering \$6 per thousand feet, and would be glad to buy them if allowed to do so. Among them C. N. Nelson, of the Nelson Lumber Company here, and B. S. White and Dow Leathers, of Duluth, who, I think, are buying for some other firm. I understand that this is excellent timber, and under free competition would easily bring from \$6 to \$8 per thousand. The Indians have, therefore, asked me to present to you their case, and to ask you to have the matter looked into, and to protect them in their rights, and to have some one look after their side of this matter, as these contracts were all signed in the absence of the agent, Gregory, and they had no one to protect and advise them. These contracts are not yet signed by the agent, Gregory, nor by yourself, without which signatures they are not valid, and ask you not sign these contracts, and to allow

them to sell their timber to others for \$6 per thousand, or compel Hynes to pay them \$6 per thousand.

Yours respectfully,

COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

L. H. ZASTROW.

P. S.—My home is in Duluth, Minn. I inclose you my card, and should you desire to write me, please address me there.

Z.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, November 16, 1886.

SIR: Your letter of the 9th instant, relative to certain contracts for the sale of pine timber, alleged to have been entered into by Indians of the Fond du Lac reserve with one Patrick Hynes, has been received, and has been transmitted to Agent Gregory at La Pointe Agency, with instructions to make an immediate investigation and report to this office prior to taking any action looking to approval of said contracts.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

L. H. ZASTROW, Esq.,
Attorney at law, Norris Block, Duluth, Minn.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, November 15, 1886.

SIR: I inclose herewith a copy of a letter, dated the 9th instant, received from L. H. Zastrow, attorney at law, of Duluth, writing in behalf of Naw-gaw-nub, chief of the Fond du Lac band of Chippewas, and a number of the Indians and half-breeds of that band, in which he states that about a month ago one Patrick Hynes, from the Chippewa River region, visited the reservation, and through representations that he would build a saw-mill on the reservation; would furnish the Indians with provisions at cost price, with freight and wages of a man to handle them added; and further that he (Hynes) had the only exclusive right to buy the timber, and that unless the Indians sold it to him they could not cut it; and, by cajolery and threats, induced about thirty Indians and half-breeds, who had obtained patents, to sign contracts for the sale and delivery to him of about 12,000,000 feet of pine logs at \$5 per thousand feet, board measure; that since the making of these contracts Hynes has openly repudiated his promises made to the Indians, and that there is a well-founded rumor that he has sold the logs so contracted for to one Shaw, a mill owner at Cloquet, for \$7 per thousand feet, delivered, thus netting the clear sum of \$24,000.

Mr. Zastrow further states that he is informed that the timber is of excellent quality, and under free competition would easily bring from \$6 to \$8 per 1,000; that outside parties (amongst them C. M. Nelson, of Nelson Lumber Company, B. S. White, and Dow Leathers) are freely offering \$6, but are not permitted to treat on the ground that Hynes is under bonds of some kind.

It is also stated that the Indians complain that the provisions they get from one Page (an alleged relation of yours) are charged to them at a higher price than they can buy them at other stores at Cloquet.

It is claimed that the contracts with Hynes were all signed in your absence, and without any one in authority being present to advise or protect the Indians in their rights.

Pending an investigation of this matter, which you will at once proceed to make and report to this office, you will suspend all action looking to approval of the contracts in question, and permit no work to be done under them, unless satisfied that the Indians will be fairly dealt with and paid the full market value of their logs.

In this connection see my letter of general instructions, dated August 24 last, forbidding the making of contracts for speculative purposes.

Your early reply is desired.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.
3234 CONG—29

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., November 19, 1886.

SIR: I have the honor to reply to Department letter L, 30092-1882 (6), as follows:

P. Hynes, a lumberman from Eau Claire, Wis., came to me in September last and asked me if logging was to be permitted on the Fond du Lac Reservation. In reply I told him that the Indians were to be allowed to clear their land and sell surplus timber, as they had done the winter before. He asked me if he would be allowed to purchase their timber, and I said he would, if he would pay as much as the other lumbermen. He then went and saw some of the Indians, and they agreed to sell their surplus timber for \$5 per thousand (but not until one of them went to the superintendent of the C. N. Nelson Lumber Company and asked him if he would buy some logs, and the superintendent refused, saying that he was "pine land poor and did not want any of their logs"), on the bank of Stony Creek, a small stream which runs near a great many of their selections.

Hynes will have to drive them from there to the boom on the Saint Louis River, a distance of about 25 miles. To get the logs out of this creek, a dam will have to be constructed at a cost of at least \$2,000. This added to the cost of driving, will make the logs cost Mr. Hynes about \$6.25 per thousand in the boom at Cloquet. In addition to this he will have to pay the C. N. Nelson Company 50 cents per thousand for assorting them, making a total cost of \$6.75 per thousand. You can easily see from this how much truth there is in the statement of Mr. Zastrow, who claims that Mr. Hynes will make \$2 per thousand on the logs.

Neither Don Leathers nor B. S. White ever tried to buy pine from any of the Indians to my knowledge.

The only party who wants any of the pine now is the C. N. Nelson Lumber Company, and they are doing this to make trouble. They thought there would be no opposition to them this winter, and they could pay the Indians what they chose, as they and the Renwick, Shaw and Crossett Lumber Company did last winter.

I told Mr. Hynes, when he asked me about purchasing the logs, that he would have to pay cash for all timber so purchased, or in case any of the Indians wanted orders, he would be at liberty to give them on any store desired. He has been giving them orders on any merchant they wished, and most of them wanted orders on Page, as he was selling pork and beef at \$1 per barrel cheaper and hay at \$1 per ton less than any other merchant in Cloquet.

I have been at Cloquet two days this week with Messrs. Larabee and Wright, and while there heard no word of complaint from the Indians. Chief Na-ga-hub was there, and expressed himself as well pleased with the manner in which the Indians were getting along, and it seems to me if they had had any real grievances they would have made them known while we were there.

When Mr. Zastrow made the assertion that I compelled the Indians to sell to Mr. Hynes, he told a deliberate falsehood, as he also did when he said Page was related to me.

Mr. Rose, the Government farmer, was present when the contracts were made with the Indians, and they were well pleased with the price they received.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

DULUTH, MINN., November 21, 1886.

DEAR SIR: Your letter of the 16th instant (L. 30092, 1886) was received yesterday morning. I have just returned from Cloquet, Minn.

It struck me as rather strange that my letter of the 9th instant to you should be sent to Agent Gregory, when it practically contained charges against him and certainly some against his friends, that he might investigate these charges against himself and his friends. If I did not express myself with sufficient fullness and clearness on this point, I shall now state my reasons why I do not regard Mr. Gregory to be the proper party to investigate this matter. Previous to the 10th instant Gregory had not been at the Fond du Lac reserve for about two months. P. Hynes had been there about a month then, and had all his contracts made with the Indians by that time, to wit, the 10th instant. Hynes came from Eau Claire, Wis., and was a stranger at Cloquet. Whether Gregory knew of Hynes going there, and of his purposes and intentions before he went, I do not know, but that Gregory must have been cognizant of Hynes's work with the Indians while there is clear from these reasons. Hynes was intimate with and did his business with the In-

dians, by and with the advice and assistance of one J. E. Page, a relative of Gregory, and one William Rose, the Indian farmer, appointed by Gregory himself, and his representative in his absence.

This so-called Indian farmer lives at a hotel in Cloquet, and sees the Indian reserve at a distance. This Indian farmer pays not only no attention to the Indians, but was the agent and assistant of Hynes in obtaining these contracts for Hynes. That Page is in this clique is evident from the fact that he has the contract to furnish these Indians with provisions on account of these timber contracts with Hynes, or at least he does so furnish them in his own name. Now, if Gregory knew nothing about all this while away, it would naturally be supposed that when he did come on the 10th instant, after Hynes had got through making the contracts, he would have inquired into the matter a little, and found out the actual state of affairs, and tried to do something for the Indians; but instead he gathered around his conferees, Hynes, Page, and Rose, and a couple of friends, who had influence with the Indians, and in an apartment by themselves had a general jollification and partook by far too freely of the excellent firewater, and in the expressive language of one of the Indians who wrote me next day, "He (Gregory) was so drunk he could not walk; we could do nothing with him." (I would not mention this except for the bearing it has on this case.) He (G.) came at 3.30 p. m. on the 10th and left Cloquet next morning at 10.50. Whether at this time he approved the contracts of Hynes and forwarded them to you for your approval will be best known to your honorable self. Now, these things, taken in connection with the fact mentioned in my last letter, that he had refused a timber buyer the privilege to buy timber of the Indians, seem to me to make it very doubtful that Mr. Gregory can investigate this matter with entire impartiality and give a fair report; but if all these things are consistent with Mr. Gregory's good faith and his interest in the Indians he can prove his innocence by recommending either that Hynes be compelled to pay \$6 per thousand feet or that these contracts be annulled.

I pledge myself to furnish men to pay \$6 per 1,000 feet for these logs which H. has bought for \$5 per 1,000. All I want is a chance to show up the Indian side of this question before some one who is entirely disinterested and who can not be influenced. There is some talk that Hynes is only an agent for some more powerful party; however this may be, it is certain that he is a middle man, as these logs must be sawed in Cloquet, and Hynes has no mill; he must therefore sell them to some mill-owner.

Yours, truly,

L. H. ZASTROW.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

CLOQUET, MINN., December 6, 1886.

DEAR SIR: I wrote you on the 20th ultimo in regard to the investigation of the timber contracts of the Fond du Lac Indians with P. Hynes, giving my reasons why Agent Gregory could not impartially investigate and report on the subject. I have not heard from you since. I have made particular inquiry among the Indians, but can not find that Gregory has done or said anything to them about the contracts. No one has seen me. Nothing has been done here about the matter. Please let me know whether you received my letter, and if so, whether anything has been done there, and what; and if not, why not. I am convinced my clients have not been fairly dealt with, and I want a chance to show this in its true light. I feel as if I ought not to sit idly by and let this thing go by default. I have the fullest confidence in the Department's desire to do the Indians justice, and I have waited with a good deal of anxiety to hear from you or see something done. Has Mr. Gregory reported yet? He has made no investigation. Have the contracts been approved? Please let me know. The Indians have left this whole matter in my hands, and I therefore feel the responsibility the more.

Address me at Duluth.

Yours, truly,

L. H. ZASTROW.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

POST-OFFICE DEPARTMENT,
OFFICE OF THE POSTMASTER-GENERAL,
Washington, D. C., December 6, 1886.

DEAR GENERAL UPSHAW:

I inclose you a letter from Mr. Kelly, of Saint Paul, transmitting one from his correspondent about Zastrow. I wrote Mr. Kelly to ask him to ascertain, as I knew he easily

could. I gave him no intimation of the purpose of it, and he seems to suppose, or his correspondent seems to suppose, that it relates to some application or recommendation to office by him. I think you can form a pretty correct judgment of what he is. The statement that his own countrymen do not aid him is significant.

Yours, truly,

General A. B. UPSHAW.

WM. F. VILAS.

[Inclosure No. 1.]

SAINT PAUL, MINN., *December 2, 1886.*

MY DEAR COLONEL: I inclose herewith a letter from Collector Moore, relative to Zastrow.

His statements may be depended upon as thoroughly reliable. If you wish me to make further inquiries I will cheerfully do so.

Sincerely, yours,

P. H. KELLY.

Hon. W. F. VILAS,
Washington, D. C.

P. S.—Getting a touch of winter, only 20 degrees below zero this morning.

P. H. K.

[Inclosure No. 2.]

CUSTOM-HOUSE, DULUTH, MINN.,
Collector's Office, December 1, 1886.

DEAR SIR: In reply to yours of yesterday would say that I find Mr. Zastrow but little known among the legal fraternity here, having little or no practice. He is a man of correct habits, I think; made one speech for us at Cloquet during the campaign. My impression of him is that he is somewhat migratory. He resided formerly, I believe, in Wisconsin and California. Think he has been here some eight or ten months. For some reason he does not get the support from the Germans that one would naturally expect him to receive.

Yours, etc.,

H. B. MOORE.

Hon. P. H. KELLY,
Saint Paul, Minn.

DULUTH, MINN., *December 21, 1886.*

DEAR SIR: I come to you as a last resort, hoping to get not only a favorable hearing, but some action on what I have tried in vain to get at Commissioner Atkins's office. I write you as the attorney for the Indian chief, Naw-gaw-nub, of the Fond du Lac Chipewas, and about thirty of his tribe, whose reservation is near Cloquet, Carlton County, Minn. Last August forty patents were issued to this tribe for 80 acres of land which is covered by some of the best pine timber in this section of the State. Last October one Patrick Hynes came to Cloquet from Eau Claire, Wis., for the purpose of buying the pine of the Indians who had obtained patents. He offered them \$5 per 1,000 feet for logs delivered at the bank of the Saint Louis River, and promised them that he would build a saw-mill on the reservation near the Indian village and give them employment in sawing the logs at home, and that he would furnish them with provisions at cost price with freight and wages of a man to handle them added, and further, he made the threat that if the Indians did not sell their logs to him they could not sell them at all, as he was the only one who had a right and permission from the Indian agent to buy them, and in this way, by promises and threats, and by and with the assistance of the Indian farmer, who is an appointee of the Indian agent, Gregory, of Ashland, Wis., induced about thirty of these Indians to sign contracts for the sale of their timber to Hynes for \$5 per 1,000 of logs delivered. Now the facts are, that Hynes has not the remotest intention of building a saw-mill, and he openly so stated since making the contracts. The Indians complain that James E. Page, who has the contract to furnish the Indians with provisions, and who is a relative of Agent Gregory, charges them higher prices for their goods than they can buy them for elsewhere in Cloquet, and of course the boast they could not sell to anybody else has no foundation in fact, but was used as a threat that they must either

sell their timber for \$5 or go in want during the winter. These contracts were all made as early as the 7th of November last. On the 8th ultimo I wrote to Commissioner Atkins, at Washington, stating substantially the above facts, and adding that these logs were worth at least \$6 per 1,000 or more, and that under a free competition the Indians could have got that for them, that the Indians had been unfairly treated, and that I could and would find parties that would pay the Indians \$6 per 1,000 for their logs, and asked him either to annul the contracts or compel Hynes to pay \$6 for the logs.

To this letter I got an answer that my letter had been forwarded to Agent Gregory, who had been instructed to make an investigation at once and report. Of course this was the same as asking a man to investigate charges against himself and his friends, for this case is Gregory, Hynes, Page, and Rose *vs.* The Indians, and I wrote to the Indian Commissioner, Atkins, on the 20th ultimo, stating all my reasons why Gregory would not and could not make a proper investigation of this matter. To this letter I have never received an answer, nor has anything been done. I wrote again on the 7th instant that no investigation had been made, and that Gregory had not been near the reservation, but have not received an answer. I have asked for a chance to prove the above statements and charges, and others made in my letters to the Commissioner of Indian Affairs, before a disinterested party and one who could not be influenced, but no attention has been paid to my letters. I now come to you and ask that something be done to get these Indians their rights.

I can not imagine why my letters to Commissioner Atkins should be ignored, unless he did not get them, or unless Postmaster-General Vilas should have used his influence to protect Gregory, at whose instance, I understand, Gregory was appointed. Please let me hear from you anyway.

Yours, truly,

L. H. ZASTROW.

Hon. L. Q. C. LAMAR,
Secretary of the Interior, Washington, D. C.

(Referred by Department to Indian Office, December 24, 1886.)

DEPARTMENT OF THE INTERIOR,
Washington, December 24, 1886.

SIR: I acknowledge your letter of 21st instant, relative to contract between Naw-gaw-nub, a Fond du Lac Chippewa, and one Patrick Hynes, for sale of pine timber.

Your letter has this day been forwarded to the Commissioner of Indian Affairs for proper attention.

Very respectfully,

H. L. MULDROW,
Acting Secretary.

L. H. ZASTROW,
Duluth, Minn.

RESERVATION OF THE FOND DU LAC BAND OF CHIPPEWA INDIANS,
Cloquet, Minn., April 16, 1887.

DEAR SIR: The Indians on this reservation are much agitated over the general supposition and apparent fact that they are not justly treated and dealt with by the Government employes connected with this reservation and by Mr. Pat. Hinds, who claims to be licensed by the General Government to buy the timber from the Indians on this reservation.

The dissatisfaction arises chiefly from the low prices they are compelled to sell their timber for; the price paid by Mr. Hinds being \$5 per thousand feet of good white pine banked on Stony Creek, not more than twenty or twenty-five miles by river to the boom at Cloquet, Minn., where there is a good market for the timber. The average cost of banking the timber on the creek is \$3 per thousand feet, which leaves the owner of the stumpage the small sum of \$2 per thousand feet. The timber is large and is of the best quality of white-pine timber.

Considering the condition of the timber market here, and the manner in which the buying of the Indian timber on this reservation has been conducted the past winter, it is very apparent that there exists a combination or scheme to compel the Indians to sell or accept the lowest prices possible for their timber.

The prices paid by manufacturers of lumber at Duluth, Stillwater, and Minneapolis, Minn., runs from seven to ten dollars per thousand feet for the same and lower quality

of timber as the Indian timber. If the General Government desires that the Indians should receive that which they are justly entitled to, and should the General Government also desire to license any person or persons to buy the Indian timber, etc., with the intent to debar any others from buying the same, then the Indians ask that the prices paid them for their timber be based upon the prices paid at Duluth, Stillwater, and Minneapolis, Minn., which are the leading lumber-manufacturing cities in this State, and that the Government strictly enforce the payment of the prices acquired upon such a basis.

In the minds of the Indians, as well as any other class of reasonable men, it does not appear just and right on the part of the General Government that it should grant any license to an individual with the exclusive right to come here and buy the Indian timber and to debar any other person from buying timber from the Indians, and to undertake to make the Indians believe that they can not, under any circumstances, dispose of their timber only through him, and certainly under such circumstances accept his prices. In proof whereof we can quote several instances, which we will furnish you with pleasure, should you desire them. Several were refused contract blanks upon application to the Government employes connected with this reservation, because they desired to contract to bank their logs for the C. N. Nelson Lumber Company, who offered to pay the Indians \$1 per thousand feet more than Pat Hinds.

But these same Indians were afterwards readily furnished the necessary contract blanks when they agreed to bank their logs for Pat Hinds for \$5, \$1 less than they could have got from the C. N. Nelson Lumber Company shortly previous. There are good substantial proofs to sustain the above.

Although Mr. Hinds never produced or otherwise substantially sustained his possession of the license he claimed, only through Mr. E. L. Rose, his agent, bookkeeper, etc., who is also employed by the Government as Indian farmer on this reservation, the Indians were actually made to believe by Mr. E. L. Rose, our smooth-tongued cat rascally farmer, that Mr. Pat Hinds did possess the license to buy the timber from the Indians, and that the Indians could sell to no one else but to the licensed Pat Hinds. We can quote you several instances and give you names of Indians where the Indians could have received much higher prices for their timber than they do from Pat Hinds, but were not permitted to do so. The problem is, why is this permitted by the General Government?

Many of the Indians seeing the only source of sustenance and to get sufficient money to buy teams and build their homes, being (*sic*) from disposing of their timber, could do nothing only to let their timber go to Pat Hinds at such a sacrifice as we have previously stated.

Such timber as that which has been cut off this reservation the past winter can not very easily be duplicated in quality. It is the best quality of white-pine timber and runs from three to five or six logs to the thousand feet—very seldom as high as six logs. All of the Indian timber that has been banked upon Stony Creek the past winter would bring the highest market price for logs anywhere without any exception, and for this timber Pat Hinds has been paying \$5 per thousand feet banked on the creek, and he turns it right over to the Cloquet Lumber Company, of this place, for \$7.50 per thousand feet, with hardly any expense in driving them to the boom, which is not more than 25 miles distant in a good stream—the Saint Louis River.

In order to secure this timber at the prices he is paying he has given the Indians to understand that he was licensed by the General Government to buy their timber, and they (the Indians) could not dispose of their timber to any one else, only through him. If such is the understanding of the Government, and Pat Hinds is allowed to come here to deal with the Indians in such a manner because he holds a license, the Government is not acting consistently in accordance with the doctrine the Indians understand from the Government, which is that, according to the understanding of the Indians, that the General Government desire the Indians should receive the full benefit of their own labors and the revenue arising from their own interests.

Should the understanding of the Indians be in concurrence with the general principles of the Government, and should the agents of the Government faithfully perform their duties and enforce the laws of the Government under such an understanding, the result is simply that the Indians are entitled to \$30,000 more than they have received, resulting from the additional application of \$2.50 per 1,000 feet of timber to the estimated amount of 12,000,000 feet of timber, which has been cut from this reservation the past winter, and which amount they would in all probabilities have received, were they not given to understand that Pat Hinds held license to buy their timber, and they could not dispose of their timber to any other person but himself (Pat Hinds) instead of being permitted to sell direct to the consumers of the timber. All the Indians who have cut and banked logs the past winter have worked hard, diligently, and faithfully, and necessarily economically to save and derive as much benefit as possible from their timber, and notwithstanding their faithful attention to their interests, there are fully one-half of them

who have not made a dollar, because of the exorbitant prices they have been charged for their camp outfits and supplies; the consequent result is, to-day, the licensed Pat Hinds holds bills of sale on their teams, logging outfits, etc., and the Indian can whistle for his timber and his hard labor for a whole winter, working merely for his board and the boarding of the men who have worked on his timber; some who were a little shrewd escaped the clutches of the licensed Pat Hinds with a team, etc., but no more.

Rumor has reached here which sounds very plausible to the Indians considering the way logging operations has been managed on this reservation during the past winter, which is that all contracts made by Pat Hinds with the Indians here for their timber are sent to your office, and that the original figures stated on those contracts are altered before reaching your office, and made to read \$7 or \$8 instead of \$5 as being the amount received by the Indians for their timber.

We have no definite manner of ascertaining the accuracy of this rumor only through your office, and with your just and faithful assistance, and that of Almighty God, these facts, if they are facts, can be brought to light and the Indian given his just dues, as is intended by the General Government.

Another source of dissatisfaction lies in the fact that the Indians believe they are not given a fair and honest scale on their timber. Some of the Indians secured the services of Alexander Fraser, surveyor-general for this, the fifth district, State of Minnesota; the result was that the same figures were given the Indians that were given them, according to the scale probably obtained by the scaler hired and paid by Pat Hinds, which can only be expected considering the confused manner in which the logs were piled, wherein fully one-third or more of the logs could not be seen at all, which made it impossible for any one to obtain a just and accurate scale. The figures given by the surveyor-general were apparently obtained from and duplicated from the scale obtained by the scaler of Pat Hinds, because in every instance the scale given by the surveyor-general was identical and corresponded with the scale given by Hinds' scaler. The unfaithfulness on the part of the surveyor-general in this matter is too transparent and ridiculous to be overlooked.

Another cause of complaint is that the Indians are being charged \$10 each for the running out of the lines around their respective allotments, whether or not it is done by the request of the Indian claiming the allotment. This is done by a civil engineer named Cook, who is supposed by the Indians to be paid by the Government to assist the Indians in that capacity. The charging is done by E. L. Rose, Indian farmer, also agent for Pat Hinds, without the consent of the Indians.

We also desire to call your attention to the fact that Mr. E. L. Rose, who receives a reasonable compensation from the Government to act as Indian farmer upon this reservation, has deliberately and willfully neglected his duty as such, and thus far while he has been employed in that capacity by the Government he has not once expressed a desire to assist or instruct or otherwise contribute to the benefit of the Indians, nor has he made any attempt to perform the duty required of him as such. Notwithstanding the fact that he is employed by the Government, and receives a reasonable compensation as Indian farmer, he is now and has been for the past few months, in the employ of and has given his entire attention for and in the interests of Pat Hinds, for an additional compensation to that which he receives from the Government, apparently using his position as Indian farmer or employé of the Government in the interests of the Indians, for the purpose of eluding any suspicion the Indians may entertain of foul play or unjust dealings on the part of Pat Hinds.

Mr. E. L. Rose does not remain on the reservation, as is required of him, but comes on the reservation only when the interests of Mr. Hinds directs his attention there, but he remains at Cloquet, Minn., diligently employed in the office of and in the interests of Mr. Hinds. All the Indians heartily desire his (E. L. Rose) suspension and removal, and the position filled with a person who will faithfully work in the interests of the Indians.

Will you please inform us whether or not it is known in Washington, the manner in which the Indians here are dealt with, and what prices are reported to you, if any, as being paid for Indian timber and whether or not Pat Hinds is actually licensed to buy Indian timber, and if so, why not compelled to pay the same prices paid by other parties in this vicinity?

If the report is true that has reached us that the amounts as being received by the Indians for their timber is reported to you at \$7 or \$8 per thousand feet, we ask to have this matter personally investigated and adjusted, and the balance we are entitled to from our timber paid us. We suggest a special agent be employed to make a thorough investigation, one in whom implicit confidence can be placed to thoroughly and faithfully investigate the actual condition of affairs, and report them justly and faithfully to the proper department. We will give all information possible to effect a thorough investigation.

We desire to request that you send us the general laws and rules governing this reservation, to be retained by one of us, that we may keep thoroughly informed relative to our interests as Indians. A little assistance of this kind would prove of inestimable value. We urgently recommend the appointment of Hamilton Curry, of Cloquet, Minn., who is a trusted and respected citizen, and in whom we can place implicit confidence, to act as Indian farmer on this reservation.

If necessary we can testify under oath to the accuracy and truthfulness of this report.

We are, respectfully, your obedient servants,

NAGANAB (his x mark), *Chief and Spokesman*,
MAGUMEWEGESHICK (his x mark),
JOSEPH HAULE (his x mark),

Committee on Affairs, appointed by Special Council held on April 15, 1887.

Witness:

J. I. COFFEY.

Hon. L. Q. C. LAMAR,

Secretary of the Interior, Washington, D. C.

Address reply to Naganab, chief of Fond du Lac band of Chippewas, Cloquet, Minn., Carlton County.

(Referred by Department to Indian Office, April 3, 1887.)

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, April 29, 1887.

SIR: I am in receipt, by Department reference for consideration and report, of a letter herewith returned, dated the 16th instant, purporting to be signed by Naganab, chief, Magumewegeshick, and Joseph Haule, a committee appointed by special council of the Fond du Lac band of Indians resident on the Fond du Lac reserve, in Minnesota, attached to the La Pointe Agency, Wisconsin, complaining briefly that the Indians are not justly dealt with by the Government employes connected with said reservation, in being, as they allege, compelled to contract with one Patrick Hynes, alone, for the sale of the timber on their patented tracts, at a fixed price of \$5 per thousand, thereby shutting out competition and involving a loss to them in the aggregate of some \$30,000.

In addition to this the Indians state that by reason of the exorbitant prices charged for camp outfits and supplies, fully one-half of them have not made a dollar by their logging operations. The Indians ask that the matter be thoroughly investigated.

In reply, I have the honor to state that there are now before this office awaiting approval, 29 contracts approved by Agent Gregory, March 23 last, made between divers individual Fond du Lac Indians to whom patents have been issued, with the said Patrick Hynes, covering an aggregate quantity of 2,900,000 feet of timber at a uniform rate of \$5 per thousand feet. These contracts are similar in form to those in use on the Lac Court d'Oreilles and Bad River Reservations, under the authority granted by the Department, September 28, 1882.

I inclose copies of correspondence heretofore had with Agent Gregory, in relation to the Patrick Hynes contracts, and have the honor to recommend that an inspector of the Department be directed to proceed to the Fond du Lac Reservation, and fully investigate the matters complained of, including the charges made against E. L. Rose, the Government farmer. In the mean time approval of the contracts will be withheld.

Very respectfully, your obedient servant,

A. B. UPSHAW,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, April 30, 1887.

SIR: Upon receipt of this letter you will proceed to the inspection of the following agencies and schools, viz: Carlisle School, Pennsylvania; New York Agency, New York; Mackinac Agency, Michigan; La Pointe Agency, Wisconsin; Green Bay Agency, Wisconsin; White Earth Agency, Minnesota.

When you reach the La Pointe Agency you will give special attention to the complaints set out in the within communication signed by Naganab, chief and spokesman,

Magumewegeshick, and Joseph Haule, claiming to be a committee on affairs appointed by special council held on April 15, 1887, relative to matters on the Fond du Lac Reservation, especially contracts for sale of timber, conduct of employes on the reservation, etc.

You will make a special report on this matter as requested in the letter of the Commissioner of Indian Affairs of 29th instant, herewith, and in making the investigation you should take and reduce to writing the testimony of witnesses on the matters complained about by these Indians, and forward the same, with your report, to this Department on the subject.

Special attention should be paid by you to the matter of cutting and sale of timber by the Indians upon such of the several reservations attached to the above agencies where this is being done, with view of informing the Department whether the business is being fairly and properly conducted and for the best interests of the Indians.

The return of the inclosed papers with your report is requested.

Very respectfully,

H. L. MULDROW,
Acting Secretary.

MORRIS A. THOMAS, Esq.,
U. S. Indian Inspector, 125 Maryland Avenue, Baltimore, Md.

CLOQUET, CARLTON COUNTY, MINNESOTA, 5-8-1887.

Hon. J. D. ATKINS,
Commissioner Indian Affairs, Washington, D. C.:

I wish to address a few lines to you in regard to the affairs on the Fond du Lac Reservation and would be pleased to have you give the matter your kindest consideration.

Mr. Gregory, the Indian Agent, has been here during the past week settling with the Indians, and he has had considerable trouble with them, and I am certain that the trouble has been caused by a mixed-blood named James Coffey, who has been stirring up the Indians against the agent and Mr. Hynes, the contractor. I have been on the ground the past winter and during all of the past week while the agent was here, and I have watched everything very closely and am satisfied that they have been treated fairly by both gentlemen, who are personally known to me, and I can vouch for their integrity. The Indians are under my charge, and they also have a missionary priest, and we could manage them without any trouble were it not for this man Coffey, who is a desperate character and will stop at nothing to accomplish his designs. He has once been tried for murder and escaped punishment by the jury disagreeing. If anything can be done to have him removed from the reserve it would be a blessing to all of us.

Asking your forbearance for troubling you so much, I am, honorable sir,

Very respectfully yours,

Rev. Father DUGAL.

[Unofficial.]

DULUTH, MINN., May 8, 1887.

DEAR SIR: On to-day Antoine Na-ga-nub, eldest son of Na-ga-nub, head chief of the Fond du Lac Indians, called on me and made a statement touching certain matter of complaint on that reservation. Antoine was accompanied by four other Fond du Lac Indians, who joined in the conversation.

They came under the impression that the matters of which they complained were cognizable by the commission of which I am chairman. I informed them that we, as a commission, had no jurisdiction over the matters or dispute. They then requested me in my individual capacity to call your attention to their complaints, which I consented to do. I took full notes of the statements as they were delivered by their interpreter. I thought I could see that much bad feeling might arise if their complaints were not made known, and I knew your anxiety to see all Indians dealt with fairly and justly. I know nothing whatever of the truth or falsity of their declaration, nor do I know or undertake to say who (if any one) is to blame if they have been unfairly dealt with. They seemed to attach the blame to the farmer on the reservation, a man by the name of Rose, who they say has resigned, and been drunk since his resignation. They also say that while in office he gave but little attention to their interests. Of the truth of this I know nothing.

Their first and chief complaint is that when they were about to enter into contracts for the delivery of their pine timber they could have made contracts with good and reliable parties at the rate of \$6 per thousand, and they would have so contracted but for the fact that they were told by Rose, the farmer, that a man by the name of Hines had a license to buy their pine, and that they could not sell to any one else, and that Hines himself said that he alone was allowed to buy their pine. On this representation they agreed to sell to Hines at the price of \$5 per thousand. They mentioned the names of the parties who were willing to give them \$6. There were a few of the Indians who did not believe they were compelled to sell to Hines, and these sold to other parties for \$6, but nearly all sold to Hines for \$5. Some of them have settled with Hines and received their pay, but many refuse to settle, believing they have been imposed on, and desire the intervention of the Indian Office, and say they will do as the office directs or orders.

Their second complaint is that after some of the Indians had commenced cutting logs Hines sent out a foreman and took the management of the business away from the Indians and managed in such manner as to bring them in debt.

Their third complaint is that Rose, the farmer, told the Indians that those who had made selections of land, and had sent up the notes or minutes of the land selected, might cut logs on it prior to receiving the Government patent, and that many Indians went on in good faith under the promise and cut the logs, and that now they are refused pay.

The fourth complaint is that as they cut and hauled their logs they measured them and that afterwards a new measurement was made, and that though the first and second measurement did not differ materially, the Indians were made to pay for both measurements.

The next complaint is that a civil engineer or surveyor was sent upon the reservation to run out lines, and show where allotment lines were, and settle conflicting lines, etc., and that they were told that the surveyor was a Government officer and in the pay of the Government, but that now each Indian is being assessed \$10, with which money the surveyor is being paid.

They say that no timber has been purchased there at as low a price as \$5 except that obtained from the Indians.

They complain of some other matters of minor importance which I do not deem it necessary to mention. I wrote this on my own individual responsibility, as I conceive it to be my duty both to the Indians and yourself that you should know of their complaints.

Reiterating my words in the beginning of the letter that I know nothing of the truth or falsity of the statements, I give them to you for your information.

We leave on to-morrow for Bois Fort. With assurances of regard and gratitude, I am, as ever,

Your friend,

JNO. V. WRIGHT.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, May 17, 1887.

SIR: Referring to office letter to the Department of the 29th ultimo, recommending that an inspector be sent to the Fond du Lac Reservation to investigate complaints made by the Indians of certain irregularities in connection with timber contracts, I have the honor to inclose herewith copies of two letters—one from Hon. J. V. Wright, and the other from Father Dugal—received in this office on the subject, which I respectfully recommend be transmitted to the inspector for his information.

Very respectfully,

D. L. HAWKINS,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

LA POINTE INDIAN AGENCY,
Ashland, Wis., September 29, 1887.

SIR: Under your instructions of April 30, 1887, I have given special attention and made an investigation as to the complaints set out in a communication signed by Nagahnab, chief and spokesman, Maqumenegeshick and Joseph Haule, claiming to be a committee on affairs appointed by special council held on April 15, 1887, relative to matters on the Fond du Lac Reservation, especially contracts for sale of timber, conduct of employes on the reservation, etc.

I append herewith (Abstract A) the testimony of witnesses taken at an examination held on the Fond du Lac Reservation, at which were present a large number of Indians, Agent Gregory, Patrick Hynes, and many others. These charges seem to have been investigated mainly by a half-breed, J. I. Coffey, and some whites who for their own purposes have been endeavoring to make trouble for Agent Gregory. Coffey at the investigation was quite officious, prompting the dissatisfied Indians and wanting to cross-question witnesses.

This man Coffey bears a very unenviable reputation in the neighborhood of the Fond du Lac Reservation, both among Indians and whites; he has already been tried for murder, and through the disagreeing of the jury escaped the punishment which people in this part of the country say he justly deserved.

The Indians who seem to be industrious and striving to make a living for themselves and families I found to be well satisfied as regards their sales of timber, etc.

The dissatisfied ones are those who spend the most of their time in the town of Cloquet, drinking whisky and leading a life of idleness.

Patrick Hynes, who has been living in this part of the country the past twenty years, bears a reputation among the people as that of a hard-working, fair-dealing man. He has gone to considerable expense building a dam and blasting out the rocks in Stony Creek, so as to get the timber to a market. The prices he has been paying the Indians, I find after inquiry of lumbermen at Ashland, Washburn, Duluth, and Bayfield, to be quite fair.

Mr. E. L. Rose, of whom the Indians complain, held the position of agency farmer at the Fond du Lac Reservation, but at the request of Agent Gregory resigned said position April 19, 1887.

In conclusion, I desire to state that up to the present time more than double the number of Indians (as last season) have contracted with Mr. Hynes for the selling of their timber cut this coming winter. This, I think, speaks for itself.

Very respectfully,

M. A. THOMAS.

The SECRETARY OF THE INTERIOR.

[Inclosure.]

ABSTRACT A.

FOND DU LAC RESERVATION, *September 6, 1887.*

Testimony of witnesses in investigation of charges forwarded to the Department under date of April 6, 1887, as regards the dealings with the Indians in their timber-cutting operations.

NA-GA-NAB, being duly sworn, deposeth as follows:

I remember of the council in question being held in April. It was held at my house, and they signed the paper at Frank Houle's house. There were as many as twenty people present. I knew the contents of the paper when I signed it. It was read to me before I signed it.

Q. How much lumber did you sell Hynes?—A. I have not sold any.

Q. Tell me all you know about the dissatisfaction of the Indians who sold timber to Hynes.—A. I heard a good many persons that sold timber to Hynes say that they were cheated, but I can't very well say how they were cheated, as they only said to me that they were cheated.

At this juncture Na-ga-nab arose and addressed the council, as follows:

You have heard me tell the inspector about your bringing in your complaints about being cheated on your pine, and I have told them, and more than that I do not know, and you people who brought in the complaints must come in and tell how you were cheated.

Q. Do you know Mr. Hynes personally?—A. I am not very well acquainted with him.

Q. Can you name me one Indian who was dealt unfairly with by Mr. Hynes?—A. Frank Houle.

Q. In what way did Mr. Hynes treat Frank Houle unfairly in his lumber transactions?—A. I can not tell myself, personally.

ME-KWA-ME-WE-GI-JIG, being duly sworn, deposeth as follows:

(Me-kwa-me-we-gi-jig is a very old man and adheres to all the old Indian customs.)

Q. Did you sign this paper?—A. Yes.

- Q. Was it read to you before you signed it?—A. Yes.
 Q. How much lumber did you sell Hynes?—A. I did not count them.
 Q. Did you sell him any?—A. Yes.
 Q. Did you make the contract with Mr. Hynes?—A. I did not.
 Q. Who made your contract?—A. A man by the name of John Vania, with whom I live.
 Q. Did you not sign the contract yourself for the sale of your timber to Mr. Hynes?—A. No, sir.
 Q. Have you been fairly treated by Mr. Hynes?—A. No.
 Q. In what way did Mr. Hynes treat you unfairly?—A. The man that cut my timber told me there was \$800 due me, and when I settled with Hynes there was only \$500 coming to me.
 Q. Who cut your timber?—A. John Vania.
 Q. Is there anything more you want to state in regard to Mr. Hynes?—A. No, sir.

JOSEPH HOULE, being duly sworn, deposes as follows:

- Q. Did you sign the paper?—A. Yes.
 Q. Was it read to you before you signed it?—A. Yes.
 Q. Do you know what it contains?—A. When the paper was read to me I understood it perfectly and signed it.
 Q. Who read it to you?—A. James Coffey.
 Q. How much timber did you sell Hynes?—A. I did not sell him any.
 Q. How do you know Hynes dealt unfairly with the Indians?—A. I know by my boy selling to him.
 Q. What do you know about your boy selling to him?—A. I don't know anything about my boy being cheated by Mr. Hynes, but what I hear of other people being cheated by Hynes, I signed the paper.
 Q. Who do you know that was cheated by Mr. Hynes—not that you have heard, but from personal knowledge?—A. I can't name anybody.
 Q. Is there anything more that you know about Mr. Hynes's cheating the Indians that you wish to state?—A. No, sir.
 (Two of these witnesses, Na-ga-nab and Me-qua-me-we-ge-shig, are very old men, Me-qua-me-we-ge-shig still adhering to the old primitive style. These three witnesses were the signers of the paper.)
 Q. (to HOULE). Do you remember at the meeting of the council of a committee being appointed?—A. I remember it.
 Q. Who appointed the committee?—A. Antoine Na-ga-nab told me that the old men are the ones that ought to be appointed.
 Q. Name me one Indian who sold his timber to Mr. Hynes and was unfairly treated.—Joe Frank.

JOE FRANK, being duly sworn, deposes as follows:

- Q. What is your name?—A. Joe Frank.
 Q. Do you reside upon the Fond du Lac Reservation?—A. Yes.
 Q. How long have you lived there?—A. All my life.
 Q. Did you sell timber to Mr. Hynes last year?—A. Yes, sir.
 Q. Have you been dissatisfied with your settlement with Hynes?—A. Yes, sir; I think I was one of the main ones.
 Q. Why were you dissatisfied?—A. When I first made the contract with Hynes he promised to sell me anything I used at reasonable figures, and we did not see that he let us have things as he promised us, and there were a great many things charged against me that I never got, and when the agent came here I showed him my books and the agent would not take my books, and he said: "Why didn't you have your books fixed up," and I said I couldn't, as those at the store would not fix them up. I wanted them to fix up those things that I never received, and they would not do it. The first time I logged I was ahead \$179.68, and I took another job and when I quit I only had \$15 coming to me. When I settled up the last time and they told me I only had \$15 and I wondered how it was, and then after while I went again and they told me there was only \$9 coming.
 Q. How many seasons have you sold to Hynes?—A. Only last season.
 Q. Why did you sell to him?—A. He coaxed us. It was then at Na-ga-nab's. There were a lot of people there.
 Q. Did Na-ga-nab think Hynes was a good man to sell to?—A. We never asked him (Na-ga-nab) if we would sell our timber, but sold without counseling him. Na-ga-nab's house was the first place he spoke to us about selling. We made the contract down at the village.

Q. Did you not know you could sell to any one you chose?—A. Mr. Hynes told us that he only had authority to buy timber, as he had papers from Washington.

Q. Did Hynes tell you so?—A. Yes, sir.

Q. Is there anything more you have to say in regard to your dealings with Hynes?—A. They would never give me the scale of the pine. (Agent Gregory states that he gave him the scale of the logs at the settlement.)

Mr. Hynes here asked Frank if he did not get his scale bills weekly, and Frank replied that he did not.

Q. How much whisky did you bring on the reserve last winter?—A. Twice I brought whisky on the reserve, and that I got from the doctor.

Q. Did you bring any other whisky on the reserve?—A. No.

OBI-QUOT, being duly sworn, deposes as follows:

Q. What is your name?—A. Joe Obi-quot.

Q. Did you sell any pine to Hynes last winter?—A. Yes.

Q. State what took place last winter, in regard to your contract.—A. Myself and Joe Coburn made a contract with Hynes.

Q. Has that contract been satisfactorily carried out?—A. No, sir.

Q. In what way was it unsatisfactory to you?—A. He took our camp away from us, and put another man in to run it.

Q. (By Hynes.) Did not Coburn wish that I put another man and run the camp for you?—A. For my part, I did not; but another man went up to my camp to have the camp run by another, and Coburn consented.

Q. Did you object to this man?—A. Yes.

Q. To whom did you object to having this foreman?—A. I told it to Coburn.

Q. Is there anything more you wish to state?—A. I wanted to get horses, and when the logging was done he took the team away.

Q. To whom did the team belong?—A. We got the team from Wallace, and Hynes paid for it.

Q. Did not the team belong to Hynes?—A. When we took the team, and wanted him to pay for it, we thought he bought it for us.

Q. Did you not get pay for your timber?—A. I never received anything but supplies.

Q. Are you and Coburn not in debt to Mr. Hynes?—A. I don't know.

Q. Have you not had an account from Hynes?—A. No.

Q. Have you not been informed by Mr. Hynes that you were in debt to him?—A. No, sir. Hynes might have told Coburn.

Q. Is there anything more you want to say?—A. I don't know, but Joe Coburn says Hynes told him that if they were behind at the end of the season Hynes would scratch it off.

JOE NA-GA-NAB, being duly sworn, deposes as follows:

Q. What is your name?—A. Joe Na-ga-nab.

Q. Are you son of Na-ga-nab, head chief?—A. Yes.

Q. Did you sell timber to Hynes last year?—A. I made a contract, but did not cut.

Q. You made a contract last year, but did not cut any?—A. I made the contract, but cut no timber.

Q. Have you renewed that contract this year?—A. Yes, sir.

Q. Do you intend Mr. Hynes to get your timber this year?—A. Yes, sir.

Q. Have you any reason to believe that Mr. Hynes dealt unfairly with the Indians last year?—A. I don't know. The only thing I know is that I made a contract and he did not cut.

Q. If you believed Mr. Hynes dishonest, would you have sold your timber to him this year?—A. No, sir.

Q. Is there anything further you wish to say?—A. No, sir.

McMAHON.

Q. What is your name?—A. John McMahon.

Q. What is your occupation?—A. Scaler.

Q. Did you scale for Joe Frank's logs that were sold to Hynes?—A. Yes, sir.

Q. How were the scale bills delivered to Joe Frank?—A. Whenever they wanted a scale bill they got it. Sometimes it would be weekly and sometimes two weeks, but never longer than two weeks.

FRANK DEFOE, being duly sworn, deposes and says as follows:

Q. What is your name?—A. Frank Defoe.

Q. Did you sell your timber last year to Hynes?—A. Yes, sir.

Q. Have his dealings with you been satisfactory?—A. There is nothing wrong. Mr. Hynes treated me fairly and I have no complaints to make.

Q. Then you are satisfied?—A. I am, and have no fault to find.

JOE DEFOE, being duly sworn, deposes as follows:

Q. What is your name?—A. Joe Defoe.

Q. Did you sell your pine timber to Hynes last winter?—A. Yes, sir.

Q. Were his dealings satisfactory to you?—A. Yes.

Q. Do you think Mr. Hynes deals fairly with the Indians?—A. I don't know. He dealt fairly with me.

Q. Have you sold your timber to Hynes for the coming winter?—A. Yes, sir.

PATRICK HYNES, being duly sworn, deposed as follows:

I purchased timber from some of the Indians on the Fond du Lac Reservation last season. I never told any Indian that I had exclusive right to purchase their timber. I instructed the scalers to render a statement of logs cut to the Indians weekly, and think my instructions were carried out. The logs purchased by me from the Indians were sold by me to the Cloquet Lumber Company. This company bought from me by the same scale as I bought from the Indians and it was to my interest to have as large a scale as possible.

ALEX FRAZER, surveyor-general 5th district of Minnesota, Duluth, Minn., being duly sworn, deposes as follows:

At Agent Gregory's request I sent scalers to the Fond du Lac reserve to test the scale of the logs bought by Mr. Hynes. They went to each landing on the reserve and tested the scale and found it to be correct, and on their return to Duluth reported to me that they thought the scalers were giving the Indians a liberal scale, more so than is customary among white lumbermen. I have conversed with a good many of the Indians who sold pine to Hynes, and none of them made any complaints about the scale.

Respectfully submitted.

M. A. THOMAS,

U. S. Indian Inspector and Special Disbursing Agent.

(Referred by Department to Indian Office October 5, 1887.)

DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE,
Washington, D. C., February 8, 1887.

SIR: I have the honor to transmit for your consideration and action in connection with my letter to you of 24th ultimo, a communication from H. P. Elsemore, of Eau Claire, Wis., relative to the "very extensive logging operations" on the Flambeau Indian Reservation.

Very respectfully,

WM. A. J. SPARKS,
Commissioner.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs.

[Inclosure.]

EAU CLAIRE, WIS., January 27, 1887.

DEAR SIR: I am very sure there is a very extensive logging operation going on on the Flambeau Reservation. Since I wrote you on the 11th I have been informed that there were some entries made by Indians. I have reason to believe that there is now 100 white men employed in cutting and hauling logs from the reservation, which I supposed was strictly against the law. I am a practical woodsman and surveyor, and could soon locate the lands the operation is being performed on. If there is no logging on the Flambeau Reservation by white men my services would be nothing. Could such an operation be carried on lawfully and you know nothing about it at Washington?

Yours, very respectfully,

E. P. ELSEMORE,
528 Hobart Street.

LAND COMMISSIONER,
Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, February 5, 1887.

SIR: Your letter of the 11th ultimo, addressed to the Commissioner of the General Land Office, has been referred to this Bureau.

In reply you are informed that the lands known as the Lac du Flambeau Reservation are not in the market. Allotments of land thereon have recently been made to certain Indians of the Lac du Flambeau band, and it is presumed that the logging operations to which you refer arise out of the necessary clearance of the lands by the Indians. The attention of the agent has been called to the matter.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

Mr. H. P. ELSEMORE,
Eau Claire, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, February 8, 1887.

SIR: H. P. Elsemore, Eau Claire, Wis., writes this office that he is informed of a large logging operation in existence on the Lac du Flambeau reserve, and inquires whether the lands are in market.

He has been advised that the lands are not for sale, and that the logging matter has been referred to you for explanation.

A report from you on the subject is desired.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR,
Washington, February 21, 1887.

SIR: In compliance with Department instructions of 15th instant, directing you to investigate certain matters at the La Pointe Agency, Wisconsin, you will ascertain and report how much Sherman Brothers pay the Indians on the Lac du Flambeau Reservation for their logs.

This information is desired by the Commissioner of Indian Affairs, and also such other facts relating to the subject as your investigation may develop touching the fairness of the dealings of those parties with those Indians.

Very respectfully,

H. L. MULDROW,
Acting Secretary.

R. S. GARDNER, Esq.,
U. S. Indian Inspector, White Earth Agency, Minn.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., March 10, 1887.

SIR: In compliance with Department instructions of February 21, 1887, I have the honor to report that I visited the Lac du Flambeau Reservation and made diligent inquiry into the matter regarding the amount being paid to the Indians for pine cut upon their reservation by A. M. Sherman, Charles H. Henry, and D. H. Donnellan. There is no one doing business with the Lac du Flambeau Indians under the name of Sherman Brothers. A. M. Sherman has contracted with thirteen Indians for their pine, and at the following prices: Oji-ma-gigig \$6 per thousand for both Norway and white pine upon his allotment of 80 acres or selection, and to all the other Indians \$4 per thousand for Norway and \$5 per thousand for pine, excepting to one Ma-ba-ka-kek, who says he was to have been paid \$6 per thousand for the pine on his 80-acre selection. A. M. Sherman says he agreed to pay Ma-ka-kek \$5 per thousand for the pine on his 80-acre selection. The contract calls for \$5 per thousand. The interpreter says he read and explained to

this man the terms of the contract and the price to be paid some three different times, and that he, the said Ma-ba-ka-ke, well understood that the price to be paid for his pine on his 80-acre selection was \$5 per thousand. In conversation with other Indians, and in the presence of Wa-ba-ka-ke, they said that the price to be paid him, as they understood it, was \$5 per thousand. I think Wa-ba-ka-ke is mistaken, and that \$5 was the price at which he sold his pine to A. M. Sherman, and from information obtained from the scalers, I am led to the opinion that \$5 is a fair price for this timber. To include March 8, 1887, there had been cut and banked by A. M. Sherman, from two camps, and scaled by H. H. Reynolds, 24,440 logs, measuring 5,300,000 feet, and advances in shape of supplies and some money had been made to the amount of \$2,248.99, as was ascertained from examination of their books and pass-books kept by the several different Indians; these Indians are receiving just and fair treatment and dealing at the hands of A. M. Sherman.

Charles H. Henry has contracted with four Indians for the pine and Norway upon their respective 80-acre selections or allotments, as follows, to wit: Be-she-he-shick, Marchirs, Ma-sob, and Was-sun-ne-be. He pays these parties a uniform price of \$5 per 1,000 for both Norway and white pine. "There is very little Norway on these four selections." They have received in supplies \$336.55. The pine cut and scaled, to include the 5th instant, was 3,056 logs, 782,550 feet of pine. The greater portion of the work done in this camp is done by Indians. Daniel F. Donnellan has contracted with two parties (Waquage-jig and Pte-gi-zhe-go-rue) for timber on their respective 80-acre selections, and has agreed to pay them \$5.50 per 1,000 for pine and \$5.50 per 1,000 for Norway. The timber cut and scaled, to include the 5th instant, was 1,200 logs, scaling 350,000 feet. The pine timber cut upon the various 80-acre selections is to be delivered by the Indians upon the banks of the streams, or, in other words, they are to pay the cost of placing these logs there, and of the cutting of the same. The amount of this expense is to be deducted from the amount of feet the timber scales, at the price per 1,000 as per contract, and the balance paid to the individual Indian, less the amount he or she has received in supplies from the several contractors, be that amount large or small. In addition to this, Charles H. Henry has agreed with the four with whom he has contracted that he will guaranty them as net profit the sum of \$2 per 1,000 feet for the timber cut and banked by him, regardless of the price it costs to cut and bank the same. For instance, he agrees to pay them \$5 per 1,000 for the timber banked. If it cost \$4 per 1,000 to cut and bank it, he agrees to pay the \$2 per 1,000, and if it cost only \$2, \$2.50, or \$3 per 1,000 to bank it they are to get the \$3, \$2.50, or \$2 per 1,000, as the case may be. This agreement does not appear upon the face of the contract, but is a separate contract with these four Indians.

The logging enterprise upon this reserve was begun too late in the season, and will be attended with greater expense than if it had begun sooner. A. M. Sherman's contracts bear date November 24, 1886, and are in the hands of the agent. They have never been forwarded to the Department for approval; they are imperfectly drawn, and not in duplicate, and no bonds are filed with them, and also some of the names are improperly spelled. The four contracts with Charles H. Henry are in proper form, are in duplicate, but no bonds have been filed. The two contracts with Dan. H. Donnellan were made and executed on the 8th instant; they are in proper form, in duplicate, but no bonds filed.

The several contractors appear to be dealing fairly and honestly with these Indians, and are paying them good wages for their labor. A goodly number of them have worked well and faithfully, but they soon get tired, and they can not be depended upon for regular and steady work. They have done better than could be expected, this being their first venture at this kind of work on their own reserve.

The mission or church building having been purchased by the Government to be used as school house and quarters for teacher, the same was taken possession of and occupied by the teacher on or about the first day of January, 1887, and vacating the building formerly used for this purpose, which, upon it being vacated by Mrs. Clara Allen, the teacher, was immediately occupied by A. M. Sherman, who then opened a trading store in the same, and has continued to use and occupy this building as a trading store from that to the present. No arrangement with him and Agent Gregory had been made regarding the rent of this building. He, A. M. Sherman, occupies this building with the full knowledge and consent of Agent Gregory. The rent for this building should be fixed at a rate not to exceed \$100 per year, or \$25 per quarter, from January 1, 1887; and in this connection it might be well to state that A. M. Sherman has not obtained a license to trade with these Indians, as is required by section 546, Instructions to Agents, 1880, and act of July 31, 1882. The stock of goods kept is not large; the goods are of a good quality, and sold at reasonable prices. A. M. Sherman informed me that he had made verbal applications to Agent Gregory to open this store to sell to Indians who were working for him in his camp, and also to those with whom he had contracted for their pine. I believe it was an error of judgment in thinking no license was required

for this store; and Mr. A. M. Sherman will make formal application for license to trade with these Indians, and I know of no reason why his application should not be granted.

Very respectfully,

ROBT. S. GARDNER,
U. S. Indian Inspector.

The SECRETARY OF THE INTERIOR.

[Indorsement.]

DEPARTMENT OF THE INTERIOR, *March 14, 1887.*

Respectfully referred to the Commissioner of Indian Affairs.

AMOS HADLEY,
Acting Chief Clerk.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, March 25, 1887.

SIR: On November 4, 1886, you were instructed from this office by telegram as follows:

"Except as to allotment No. 3, Nannie Stone, allow Lac du Flambeau allottees to go to work and clear their allotments in quantity sufficient for actual necessities, with permission to sell surplus timber. Keep the work well in hand and see that no speculators get in on the reservation. Schedule of allotments will be acted on at once by this office."

November 5 you acknowledged receipt of this telegram, stating that the Indians were very poor, not having even tools, to say nothing of necessary outfit or provisions, to do the clearing themselves, and that they would have to contract with some responsible person or persons having teams and money, to clear off the timber, cut it into proper lengths and bank it, and then drive it in the spring to where it can be manufactured into lumber. The streams also would have to be improved in order to get the logs to the mills, and the Indians have no money to do it with.

Under these circumstances, and interpreting the dispatch to mean that the clearing should be done in the most economical and best way, you had decided to permit them to make contracts for the surplus timber cut in making clearings in the usual form and subject to the regulations of the Department on the subject.

Representations having been made to the Department that extensive timber operations were being conducted on the Flambeau reserve, Inspector Gardner was directed to proceed thither to investigate the matter.

I am now in receipt of the inspector's report to the Department, from which I gather the following facts:

A. M. Sherman has contracted with thirteen Indians for their pine at prices ranging from \$4 per 1,000 for Norway to \$6 for pine, and that up to and inclusive of March 6, 1887, he had cut and banked from two camps, and scaled by H. H. Reynolds, 24,440 logs, measuring 5,300,000 feet, upon which advances in the shape of supplies and some money had been made to the Indians to the amount of \$2,248.99, as ascertained by examination of books and pass-books kept by the Indians.

Charles H. Henry has contracted with four Indians for the timber upon their respective selections or allotments at a uniform price of \$5 per 1,000 for Norway and white pine. Including the 5th instant, there had been cut and scaled 3,056 logs, scaling 782,550 feet, on account of which the Indians had received in supplies \$336.55. The greater portion of this work is being done by Indians.

Daniel H. Donellan has contracted with two Indians for the timber on their respective selections at \$5.50 per 1,000 for pine and Norway. Including the 5th instant, the timber cut and scaled was 1,200 logs, scaling 350,000 feet.

The timber cut upon the several 80-acre selections is to be delivered by the Indians on the banks of the streams, or, in other words, they are to pay the cost of placing the logs there and of the cutting. The amount of this expense is to be deducted from amount of feet the timber scales at the price per 1,000 as per contract, and the balance paid to the individual Indian, less amount received in supplies from the several contractors.

In addition to this Charles H. Henry has agreed with the four Indians with whom he has contracted that he will guaranty to them as net profit \$2 per 1,000 feet for the timber cut and banked by him regardless of the price it costs to cut and bank the same. This agreement does not appear on the face of the contract, but is a separate contract with these four Indians. [Query: Is this separate agreement in writing, or merely verbal?]

Sherman's contracts, bearing date November 24, 1886, are stated to be in your hands, but have never been forwarded for approval. The inspector reports them as improperly drawn, not in duplicate, and no bonds filed.

The Henry and Donellan contracts are reported as being in proper shape and in duplicate, but no bonds filed.

All the contractors are reported as apparently dealing fairly and honestly with the Indians, and paying them good wages for their labor.

Inspector Gardner further reports that A. M. Sherman, with your knowledge and consent, occupies the old mission or church building, on the reserve, as a trading store, for which he pays no rent. He recommends that the rent for the building should be paid at a rate not exceeding \$100 per year, or \$25 per quarter, from January 1, 1887. He also reports that Mr. Sherman has not taken out a license to trade with the Indians.

Upon this state of facts the following questions naturally present themselves:

(1) Has the cutting and sale of timber on the Lac du Flambeau reserve been limited exclusively to those Indians whose selections are now pending before the Department?

(2) Do the several contracts above referred to call for a greater quantity of timber than was contemplated by office telegram of November 4, 1886, viz., "sufficient for actual necessities;" and, if so, why, in the present incomplete condition of the allotments, was this permitted?

(3) Why were bonds not given by the contractors?

(4) Why were the contracts not forwarded to this office in the usual course?

(5) Why were not the several contractors required to take out special licenses to trade, as in the case of Calligan Brothers and others, on the Lac Court d'Oreilles reserve?

(6) Mr. Sherman should be required to pay rent for the building he occupies as recommended by Inspector Gardner, and he, as well as the other contractors, be required to take out licenses.

In my letter of 24th instant, relative to the Fond du Lac allotments, I explained the reason for the delay in acting upon them. The same reason is applicable to the Lac du Flambeau, and I would caution you against entertaining any further contracts for the sale of timber until you are notified by this office that the schedule of allotments is approved.

By so doing complications and adverse criticism will be avoided.

Your early reply will oblige,

Very respectfully,

J. D. C. ATKINS,
Commissioner.

J. T. GREGORY, Esq.,

U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., March 31, 1887.

SIR: I have the honor to reply to Department letter "L, 6869-1887," as follows:

I would state in beginning that much delay in getting the logging operations on the Lac du Flambeau Reservation into proper shape has been caused by the isolated position of the reservation and the absence of any employé who was competent to take charge of such work. I will not attempt to give a personal report of the logging operations at this time, as I expect to include it in my report at the end of the present season, but will confine myself to answering specifically the questions asked by you.

(1) Has the cutting and sale of timber on the Lac du Flambeau reserve been limited exclusively to those Indians whose selections are now ending before the Department?

In answer to this question, I would say yes. No pine has been cut on land not sent in for patent. My logging report will contain a list of the lands cut on, together with the names of the respective allottees and the contractors to whom sold.

(2) Do the several contracts above referred to call for a greater quantity of timber than was contemplated by office telegram of November 4, 1886, viz.: "sufficient for actual necessities," and if so, why in the present incomplete condition of the allotments was this permitted?

My instructions to the contractors were not to cut more than 20 to 40 acres on each allotment, according to the thickness of the timber, and I think this amount comes within the limit of "sufficient for actual necessities" for this reason.

In making preparations to log on any certain tract of land a large amount of money must be expended putting in a main road, cutting roads through the tract, and building skidways from which to load the logs onto the teams before any timber can be banked.

Now it would cost more than the logs are worth to go onto an 80-acre allotment, and go to all this expense simply to clear 3 or 4 acres of land.

In my judgment, the amount of land above named is the lowest that can be logged with profit in each allotment, and I therefore do not think I was exceeding the quantity of timber contemplated by office telegram of November 4, 1886, when I allowed the amounts above stated to be cut.

(3) Why were not bonds given by the contractors? Why were the contracts not forwarded to this office in the usual course?

I would answer these two questions by saying that I did not consider the usual forms would cover the ground in these cases.

The Indians had no patents to the land, and in the forms now used on the other reservations the contract states "that the said party of the first part having received from the United States a patent, etc.," and the bonds also state "an Indian holding patent for the, etc."

I thought I would be warranted in doing as had been done formerly on the Fond du Lac Reservation, where the Indians cut their pine without contracts and sold it in the spring, the agent in charge seeing that they received just compensation therefor. The logs were banked on the reservation and could not be removed by the contractors until they had settled with the allottees in a satisfactory manner; that is to say, I did not consider the rights of the Indians were at any disadvantage under the method I was pursuing, as the contractors put in the logs at their own risk and trusted to the good faith of the allottees to deliver the logs in the spring.

If, however, the Department thinks the usual contracts and bonds will cover the ground, or that the rights of the Indians are not sufficiently protected under the method I am pursuing, I would respectfully request that you instruct me, and I will comply at once.

The contractors in question did submit contracts to me, but they were void by reason of numerous defects, and I did not take steps to have them properly completed for the reasons stated above.

(5) Why were not the several contractors required to take out special licenses to trade, as in the case of Calligan Bros. and others on the Lac Court d'Oreilles reserve?

Before my departure on leave of absence, January 31, 1887, I instructed Mr. A. M. Sherman to make application for license to trade with the Flambeau Indians. Upon my return I found he had neglected to do so.

On or about March 20, 1887, he completed his bond and forwarded it to this office, but it had to be returned for correction. Upon its return I will forward it at once, as also bonds of Charles H. Henry and Daniel Donnellan, together with their applications for special licenses to trade with the Lac du Flambeau band of Chippewas.

In regard to Charles H. Henry's agreement with the Indians to guarantee them \$2 per 1,000 stumpage, I would state that it is verbal.

Inspector Gardner is mistaken when he reports A. M. Sherman as occupying the old mission house as a trading store. He occupies the old school house and has put it in good repair.

I have notified him to pay rent at the rate of \$100 per annum, and at the end of the quarter will deposit \$25 in the United States Treasury to credit of the Lac du Flambeau band of Chippewas.

In conclusion, I would state that I have acted in good faith throughout and tried to manage for the best interests of the Indians, and I am certain that at the end of the logging season the net profits per 1,000 accruing to them will be as great, if not greater than to those living on the reservations where the pine has been sold by contract.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE,
Washington, D. C., April 26, 1887.

SIR: I have the honor to transmit herewith for your consideration and such action as you may deem proper the duplicate of a report by Special Timber Agent Roberts, in which it is charged that in the winter of 1886-'87 the Calligan brothers, of Chippewa Falls, Wis., cut and removed 401,500 feet of logs from the west half northwest quarter-section 34, township 39, range 8 west, and north half southeast quarter-section 14, same township and range. The lands in question are shown by the tract books of this office to be a part of the Lac Court Oreilles Indian Reservation.

Relative to the above, should you desire any further action by a special agent of this office, Special Agent Roberts, on duty at Ashland, Wis., will be instructed to render any required service.

Very respectfully,

S. M. STOCKSLAGER,
Assistant Commissioner.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, May 11, 1887.

SIR: I inclose herewith a copy of a letter from the Assistant Commissioner of the General Land Office, dated 26th ultimo, transmitting the duplicate of a report (also herewith inclosed) made by Special Timber Agent Roberts, in which it is charged that in the winter of 1886-'87, Calligan Brothers, of Chippewa Falls, Wis., willfully cut and removed 401,510 feet of pine logs from west half northwest quarter-section 34, township 39, range 8 west, and north half southeast quarter-section 14, same township and range, said lands being a part of the Lac Court d'Oreilles Indian Reservation, which was established by Executive order of March 1, 1873, in pursuance of the provisions of the treaty with the Chippewas of Lake Superior and the Mississippi, of September 30, 1854 (10 Stat. at Large, 1109).

I have the honor to recommend that the papers be laid before the honorable Attorney-General, with the request that he instruct the United States attorney for the western district of Wisconsin, to institute the necessary proceedings at law in the premises.

Very respectfully, your obedient servant,

D. L. HAWKINS,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, May 12, 1887.

SIR: I have the honor to inclose herewith copy of a letter of 11th instant from the Commissioner of Indian Affairs, with accompanying papers noted therein, relating to timber trespass alleged to have been committed upon the Lac Court Oreilles Chippewa Indian Reservation, in the State of Wisconsin, in the winter of 1886-'87, by Calligan Bros, of Chippewa Falls, in said State.

The commissioner recommends that the proper United States district attorney be instructed to institute the necessary proceedings at law in the premises.

I have the honor to be, very respectfully,

L. Q. C. LAMAR,
Secretary.

The ATTORNEY GENERAL.

DEPARTMENT OF JUSTICE,
Washington, May 16, 1887.

SIR: I am in receipt of your letter of the 12th instant, with its inclosures, relative to timber trespass by Calligan Bros., of Chippewa Falls, Wis., on the Lac Court Oreilles Chippewa Indian Reservation.

The United States attorney has been instructed to bring civil suit against Calligan Bros., for the value of the lumber taken by them, 401,510 feet, if after examination such course is justified by the facts and it is in his judgment best for the public interest. If it shall be discovered in his investigation that the trespass was knowing and willful, then the suit to be for the manufactured value of the lumber.

I am of the opinion that as to other proceedings against the trespassers, the Indian Office has through the Indian agent ample power, without the intervention of this Department.

Very respectfully,

A. H. GARLAND,
Attorney General

[Indorement.]

DEPARTMENT OF THE INTERIOR,
May 17, 1887,

Respectfully referred to the Commissioner of Indian Affairs.

AMOS HADLEY,
Assistant Chief Clerk.

WASHINGTON, D. C., *August 19, 1887.*

DEAR SIR: Complying with your request that Mr. Calligan meet Agent Gregory at your office this a. m. as desired by the latter, and lay before you in presence of Mr. Gregory any grievance or complaint he might wish to submit, I saw both gentlemen and made known your request. Mr. Calligan expressed his willingness to comply, and Mr. Gregory made no objection. Later, however, the agent (Gregory) informed me that urgent official business would compel him to leave the city for first train, which I believe he did. The absence of Mr. Gregory will therefore defeat your purpose to have them meet you this morning, and together discuss their differences. Mr. Calligan regrets thus being unable to avail himself of the opportunity to confer with you in presence of your agent, but if desired will call notwithstanding, and make such explanation touching the matters in controversy as you may desire.

Yours, very truly,

THAD. C. POUND.

Hon. A. B. UPSHAW,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, February 17, 1888.

SIR: I have the honor to inclose herewith a communication, dated the 3d ultimo, from P. H. Calligan, a member of the firm of Calligan Bros., Chippewa Falls, Wis., preferring certain charges against United States Indian Agent J. T. Gregory, of the La Pointe Agency, in connection with the logging operations now and for some years past conducted on the Lac Court d'Oreilles and other Indian reservations under authority of the Department, granted September 28, 1882.

Mr. Calligan prefaces his statement by alleging that "Agent Gregory, in his official conduct has openly and notoriously shown personal favoritism to Dobie & Stratton, the regular traders, in utter disregard of the interests of the Indians, or the equal rights of all citizens, to carry on a legitimate business," and in support of this statement calls attention to "the fact of record in your [this] office, that he, Gregory, personally requested of you [me] authority to limit the sale of timber to the regular traders; which you [I] by letter declined to do, but it is to be regretted, did give him extraordinary discretions, which he has used to compass the same purpose, so far as possible to do;" and, after characterizing as false an alleged statement of Agent Gregory to one Buffington, that he (Calligan) had declined to meet him before the Acting Commissioner, when both parties were in this city last summer, charges as follows:

That said firm of Calligan Bros. engaged in the purchase of logs belonging to the Indians of the Lac Court d'Oreilles Reservation during the winters of 1885-'86, their transactions being amicable and satisfactory.

That during the summer of 1886 the Government farmer (Rustler) informed them that preference would be given to parties who should make advances to the Indians for the purchase of logs, whereupon they, the said Calligan Bros., proceeded to make large advances on account of prospective contracts to be made at the proper time.

That later it being rumored that the sale of logs was to be confined to Dobie & Stratton (the traders) Hon. T. J. Cunningham visited Agent Gregory on their behalf, and as a sequence informed them that their contracts would be all right, but that the agent complained that they were offering too much for the logs.

That later Agent Gregory instructed the farmer (Rustler) not to furnish Calligan Bros. with blank contracts, as he should not approve any contracts with them.

That said farmer, in pursuance of instructions from the agent, informed the Indians that Calligan Bros. would not be permitted to purchase logs, whereupon other parties on such information, proceeded to contract for the logs of the same parties, for which and with whom they (Calligan Bros.) had made agreements and advances.

That at this juncture ex-Governor Pound induced the agent to recede from his determination, and it was agreed in the cases of such duplicate agreements that the Indian should choose, in the presence of both parties, which of them he desired to contract with, and such choice should determine the question, the farmer being instructed accordingly.

That blanks were duly furnished to Calligan Brothers, and the course agreed to proceeded with until the case of one Mary Bray (an Indian) was reached, when the agent positively refused to be governed by the choice.

That the attention of the Department was called to this case, but before action was had the timber had been so far removed that they (Calligan Brothers) waived any interference.

Claims that this was a case of personal favoritism, in which the farmer, acting under the advice of the agent, had persuaded said Mary Bray to contract with one Peter Ber-

gevin, traveling a long distance from his office to Flambeau with said Bergevin for such purpose, and upon the final hearing declined to act as in other cases, but referred it directly to the agent, who flatly refused to approve their (Calligans') contract as desired by said Mary Bray, notwithstanding she would have realized more than under the contract with Bergevin.

Charges that in another case (name not given) that was brought to the attention of Inspector Gardner, Calligan Brothers were caused great annoyance and loss by the partiality of Agent Gregory.

That in this case the agent omitted to approve the contract before forwarding it for the action of this office, but that upon its being returned with the Commissioner's conditional approval, he corrected his error.

That after the work had been commenced on this contract, the agent undertook to annul it in the interest of Dobie & Stratton, ordering work to be discontinued, putting Calligan Brothers to much loss, and only withdrawing opposition when Inspector Gardner, after reviewing the case, advised him to do so.

That Agent Gregory represented to the inspector that they (Calligans) had no contract in the case, but that they produced it, together with other papers, showing the agent's prior recognition of the same.

Charges that said Calligan Brothers, having contracted with the Indian holding patent for north half of southeast quarter, section 14, township 39, range 8 west, for the logs to be cut from the same; and paying a higher price than other parties were paying for such timber, and presuming upon the agent's approval, they entered upon the fulfillment of the contract, but were ordered to suspend, and did so.

That they paid the owner in full for all logs secured, after having first tendered the money, in trust, to Agent Gregory, who refused it and complained of them for trespass.

That he has since approved a contract made by their assignees, the Valley Lumber Company, with the same party for the same timber upon the same terms made by Calligan Brothers.

That whilst they were being prevented by the agent from a legitimate fulfillment of their contract, and prosecuted for trespass, Dobie & Stratton were permitted without interference to enter upon the premises in question and remove a large amount of timber without the semblance of a contract.

Charges that since his return from this city, and for the purpose of continuing a business in which they had invested nearly all their means, George Calligan asked the agent if he would accept their (Calligan Brothers') contracts for logs cut from the reservation the coming winter.

That the agent's reply was evasive, saying he had no instructions from the Department, and that they must take their chances with others.

That he afterwards instructed his chief clerk to give Calligan Brothers no statements of accepted or patented allotments (such as were never denied to others).

That after having made agreements for several million feet of logs to be cut this winter, and made advances on the same, the agent made public his determination not to approve any contract made by them, and instructed the farmer accordingly; thus compelling them to abandon their business, or engage in a profitless and probably expensive controversy with the agent, and involving an appeal to this office for determination.

That said Calligan Brothers have chosen the former course, and sold their outfit to the Valley Lumber Company of Eau Claire, inducing their contractors to substitute the name of said company for that of Calligan Brothers, which being done, said agent promptly approved the contracts.

Mr. Calligan concludes by stating that he sends the communication with much reluctance, as neither himself nor Calligan Brothers court any controversy with the agent or any other party, "and for further reason that the Department can derive from this letter but slight conception of the abuses and prostitution of trust by your agent, fast becoming notorious in this community, and unless soon arrested, certain to entail upon this Administration very damaging scandal," and holds himself in readiness to appear in person or present by letter any further information required.

In regard to Mr. Calligan's preliminary remarks relative to the fact alleged to be of record in this office, viz: "That Agent Gregory personally requested of you [me] authority to limit the sale of timber to the regular traders, which you [I] by letter declined to do, but it is to be regretted did give him extraordinary discretions, which he has used to compass the same purpose, so far as possible to do," it is due to Mr. Gregory, and to this office that I should make the following explanation:

On the 7th April, 1886, one H. C. Tatum, of Illinois, was licensed by this office as an additional Indian trader at the La Pointe Agency.

On the 9th August following the license was revoked, it appearing that Mr. Tatum had taken no steps whatever to open up a trading store.

As reasons for his inaction Mr. Tatum assigned the following, viz: The fact that when he obtained his license the spring trade was practically over; the impassability of the roads, and his desire to have a clear understanding beforehand as to the rights of the licensed traders in connection with the logging operations then being conducted on the Indian reservations.

The main reason, however, appears to have been his failure to obtain an order from this office directing Agent Gregory "not to approve of any contracts for logs, except those of the regular licensed traders there, Messrs. Dobie & Stratton and myself (Tatum)," for which he had in terms above stated previously applied in a letter dated June 21, 1886, addressed to Hon. W. R. Morrison, and again in one addressed to me directly, dated July 10, 1886, both of which letters are now on file in this office, and copies whereof, as also of one dated August 13, 1886, upon the same subject, are herewith submitted. (Exhibits A, B, and C.)

When Agent Gregory was here in the latter part of July or beginning of August, 1886, shortly after making his annual report for the season 1885-'86, in the course of a general conversation on the logging business, Mr. Tatum's license was referred to, and, incidentally, his application to have the contracts confined to the traders.

It should here be stated that Special Agent Heth, who had been sent out the previous April to investigate the logging business in connection with certain charges of fraud published in the local press of Wisconsin, implicating officials and others, and who, in his investigation, found nothing to sustain the charges, had, in his report, recommended that instead of one, as theretofore, three traders should be appointed for the Lac Court d'Oreilles Reservation, who alone should be contracted with, and his reasons were these:

"* * * Being under bond they will be compelled to sell supplies at prices supervised by you, and a worthy competition will enable the Indian to obtain supplies at less cost than prices fixed by you as fair and legitimate, the price of logs being fixed by supply and demand.

"The Indian can only be cheated in the prices charged for supplies furnished him by unlicensed contractors. The latter (over whom you can exercise no control) sells supplies to the Indians at his own figures, takes a lien on their pay, and leaves at the end of the season satisfied, whilst the licensed trader has to carry these same men over the year, who are now without funds, or receive their displeasure and that of the tribe."

Pending further discussion with Agent Gregory, I was called away to Tennessee, and the matter was left with the Assistant Commissioner (Hon. A. B. Upshaw), who, on August 11, 1886, wrote me as follows:

"* * * Upon the whole I am of the opinion that to restrict the contracts in the hands of the licensed traders only would be an injudicious proceeding. To do so would not only be in contravention of the original plan of the Department, and deaden competition, but would provoke a storm of adverse criticism which this bureau, in its endeavors towards a just and honest administration of Indian affairs, should not be called upon to endure.

"Knowing, however, that this question has already been before you in other ways, I prefer to know that you concur in this opinion before taking definite action on the subject." (See copy letter herewith, Exhibit D.)

To this letter I replied by the following indorsement:

"Respectfully returned to the Acting Commissioner, fully concurring in the conclusion arrived at. Notwithstanding there may be some plausibility in the claim set up by the licensed traders, nevertheless an open and unrestricted sale of logs by the Indians to the highest bidder seems to be the surest method of securing just compensation to the Indians."

On the 19th August, 1886, Hon. W. R. Morrison was duly advised by letter of the Acting Commissioner of the conclusions arrived at (see copy letter herewith, E), and on the 24th of the same month Agent Gregory was instructed by letter from this office as follows:

"* * * Referring to the conversation had with you whilst here, as to the proposition to confine the contract in the hands of the licensed traders exclusively, I have given the subject careful consideration, and have arrived at the conclusion that for various reasons it would be impolitic and injudicious to do so.

"But I see no good reason why an outside contractor who furnishes an Indian with supplies, outfits, etc., in part payment for his logs, and thereby virtually, though in a limited sense, becomes a "trader" in the Indian country, should not in all justice to the Indians, and the regular licensed trader, be placed under the same restrictions as the latter.

"The license in such cases should not be a general license to trade, but a special license to the extent necessary for the purpose only of fulfilling the contract, and should terminate with the contract itself.

"By this means the regular trader and the Indians would be protected, competition maintained, and all semblance of favoritism avoided. In short, all would be on an equal footing.

"You will therefore require all persons, other than the regular licensed traders, desiring to contract for the pine and proposing to furnish supplies, etc., on the different reservations to the Indians in part payment therefor, before any such contracts are acted upon, to first conform to the regulations of this office (copy inclosed) respecting licensed traders, by taking out license, furnishing bond, etc., and being in all things subject to the restrictions imposed upon regular licensed traders, the number of employés at such trading establishments to be limited to the actual necessities of the case, and to be subject to your approval. * * *"

A reference to the remaining portion of this letter (the full text of which will be found in the inclosed copy, marked F) will show how far Mr. Calligan's allegation of "extraordinary discretions" committed by this office to Agent Gregory is justifiable.

I think I am perfectly safe in saying that at no time, either by letter or personally, did Mr. Gregory ever request or recommend that a discrimination as to contracts should be made in favor of the licensed traders. I do not think that he ever even suggested such a course. As I have before shown, the proposition, in the first instance, emanated—doubtless with the best motives—from Special Agent Heth, and later on from Mr. Tatum, manifestly from motives of self-interest.

As a sequence of the instructions to Agent Gregory of August 24, above mentioned, the following-named persons, desiring to purchase logs of the Lac Court d'Oreilles Indians during the season of 1886-'87 and to furnish them with supplies in part payment, were, upon Agent Gregory's recommendation, specially licensed by this office to trade with the Indians for the purposes of their contracts, viz: Donald McDonald, Calligan Brothers, Gaynor & Bergeron, and Peter Bergevin, Chippewa Falls, Wis.

These licenses were conditioned to expire June 1, 1887, and were issued subject to the same regulations and restrictions as those affecting the regular licensed traders, which Agent Gregory was directed to see properly enforced.

With reference to the particular instances of favoritism and partiality charged by Mr. Calligan against Agent Gregory, the following facts are disclosed by the records and files of this office:

The case of Mary Bray: On the 27th December, 1886, Agent Gregory transmitted to this office for approval three contracts, severally dated October 11, 1886, made by individual patentees of the Lac Court d'Oreilles band, with Peter Bergevin, of Chippewa Falls, viz: Ke-gan-i-ganis, west half southeast quarter section 21, township 39, range 8; Ambrose Corbine, west half northeast quarter section 28, township 39, range 8; Mary Bray, lots 1 and 4, section 4, township 38, range 8.

Ex-Governor Pound having a few days previously, on behalf of Calligan Bros., requested this office to withhold approval of said contracts on the ground of prior contracts made by these Indians with his clients, a copy of his letter was forwarded to Agent Gregory with a request for explanation.

On the 21st January, 1887, Agent Gregory replied as follows:

"* * * The respective owners of the west half of southeast quarter section 21, west half northeast quarter section 28, township 39 north, range 8 west, and lots 1 and 4, section 4, township 38 north, range 8 west, went before Mr. Rusler, Government farmer, and made contracts with Peter Bergevin for the sale of the pine timber on their allotments. After the contracts were signed Mr. Rusler forwarded them to me and I approved them. After Mr. Rusler had forwarded the contracts to me Calligan Brothers went to Mary Bray and got her to make a contract with them for \$6 per 1,000, the same as Mr. Bergevin paid her, and sent it to me for my approval. I refused to approve it, and they employed Governor Pound to help them out.

"The fact that this woman went before the farmer and in the presence of witnesses voluntarily contracted with Mr. Bergevin ought to settle the matter.

"I was not aware that Calligan Bros. claimed to have contracted with the owners of the west half of southeast quarter section 21, and the west half of northeast quarter section 28, township 39 north, range 8 west, for their pine. They never mentioned the fact to me.

"I agreed with Governor Pound last fall to approve any contract made by Calligan Bros. with the Indians, but did not agree to compel the Indians to sell to them. If they had gone before the farmer and made a contract with Mary Bray before Mr. Bergevin contracted with her, it would have been approved.

"I would respectfully recommend that Mr. Bergevin's contracts be approved."

February 5 a copy of said letter was transmitted to Governor Pound, and he was requested to inform this office whether his objections were withdrawn.

February 12 Governor Pound replied, disputing the correctness of Agent Gregory's statement of the facts, and claiming that notwithstanding the Bergevin contract, which

he alleged had been procured through misrepresentation of the farmer, that Calligans would not be allowed to contract, the preference of the Indian, Mary Bray, had really been openly declared in the presence of all parties interested for the Calligan contract, but that the farmer declined to act thereon, and referred the matter to Agent Gregory, who also declined to carry out the wishes of the Indian, on the ground that the contracts with Bergevin had already been approved and forwarded to this office. After suggesting a proceeding, which, owing to its irregularity, I did not feel warranted in adopting, viz, the propounding of certain interrogatories to the farmer direct, with instructions to report directly to this office, thereby completely ignoring the agent, Governor Pound concluded in the following language:

"It is to be regretted that work has already so far progressed under the Bergevin contract, notwithstanding my timely notice, that little if anything can now be done to rectify the injustice to Calligan Bros., and hence no further investigation need be made to that end." * * * (See copy letter, Exhibit G.)

Interpreting this to mean that Calligan Bros. practically withdrew all further opposition, the contracts with Bergevin were approved on the 24th February following, the price stipulated therein to be paid being \$6 per 1,000 feet.

I pass over the second instance referred to by Mr. Calligan for the reason that no names are mentioned or particulars given by which the case can be recognized by this office.

In the third instance, viz, that of the patentee of north half of southeast quarter section 14, township 39, range 8 west (Besh-kwe-min-di-moje), the records of this office throw no further light on the subject than what is contained in the following:

On the 26th April, 1887, the Assistant Commissioner of the General Land Office transmitted to this office the duplicate of a report by Special Agent Roberts, charging that in the winter of 1886-'87 Calligan Bros., of Chippewa Falls, cut and removed 401,500 feet of logs from the west half of northwest quarter section 34, township 39, range 8 west, and the north half of southeast quarter section 14, same township and range, Lac Court d'Oreilles Reservation.

May 11, 1887, the trespass was reported by this office to the Department, with the recommendation that the papers be laid before the honorable Attorney-General with the request that he instruct the United States attorney for the western district of Wisconsin to institute the necessary proceedings at law in the premises.

May 16, 1887, the honorable Attorney-General advised the Department that the United States attorney had been duly instructed.

There is nothing on the files of this office to show that any contract of Calligan Bros. with the owners of north half southeast quarter section 14, township 39, range 8, west, was ever submitted to this office.

A few words now as to Agent Gregory.

Mr. Gregory was commissioned agent at the La Pointe Agency April 30, 1885, being one of the first appointees under the present Administration. He assumed charge May 19, 1885.

He has twice been investigated by special agents of this office with reference to his management of the logging operations upon the Lac Court d'Oreilles and other reservations under his charge; once upon charges preferred directly to the President by one B. Cornell, of Chippewa Falls, in the fall of 1885, and later, in April, 1886, upon statements made in the public press of Wisconsin, hereinbefore referred to. In both instances Mr. Gregory was fully exonerated and the administration of his office with fidelity sustained. (Reports of Special Agent Robinson, December 14, 1885, and of Special Agent Heth, April 16, 1886, on file in this office.)

Later, in 1887, certain Indians of the Fond du Lac Reservation, in Minnesota (also attached to the La Pointe Agency), complained to the Department that they were unjustly dealt with, in being compelled to contract with one Patrick Hynes solely for the sale of the timber on their patented tracts at a fixed price of \$5 per 1,000, thereby shutting out competition and involving a loss to them in the aggregate of some \$30,000.

Investigation of these complaints by an inspector of the Department developed the fact that they had been mainly instigated by one Coffey, a half-breed of unenviable notoriety, and some whites, for selfish purposes and to make trouble for the agent.

The inspector found that the industrious portion of the Indians were well satisfied with their sales, and that the dissatisfied ones were those who spent the most of their time in an adjoining town drinking whisky and leading a life of idleness.

He also found that the prices paid by Hynes—reported to be a man of excellent reputation—to the Indians were fair, and, as an evidence of the satisfaction of the Indians in their dealings with him, stated that at the date of his report more than double the number of Indians—as compared with the previous season—had contracted with Hynes for the sale of their timber to be cut during the present season. (Report of Inspector Thomas, September 29, 1887, also on file in this office.)

In another special investigation made by Inspector Gardner into the management of

logging operations on the Lac du Flambeau reserve (also attached to La Pointe Agency), the inspector found that all the contractors were dealing fairly and honestly with the Indians, and paying them good wages for their labor. (Report of Inspector Gardner, March 10, 1887, on file in this office.)

Pending Agent Gregory's administration the affairs and general management of the La Pointe Agency have been successively investigated by Inspector Pearsons (September 26, 1885); Inspector Thomas (December 9, 1885); Inspector Gardner, (December 3, 1886), and again by Inspector Thomas (September 29, 1887); and their reports all bear testimony to the zeal, efficiency, and honesty of Agent Gregory in the discharge of his official duties.

In his report of September 29, 1887, Inspector Thomas says:

"Agent Gregory, who has had personal experience in lumbering and the cutting of timber, etc., has persistently protected the Indians in the making of their timber contracts.

"In thus doing his duty his experience is that of most good agents—he has incurred the animosity of some people who think the Indians have no rights the agent should protect, and are constantly making trouble for the agent."

Within the jurisdiction of the La Pointe Agency there are no less than seven Indian reservations, viz: Red Cliff, Bad River, Lac Court d'Oreilles, and Lac du Flambeau, in Wisconsin; and Fond du Lac, Grand Portage, and Bois Forte, in Minnesota.

During the last season (1886-'87) the Indians of the Lac Court d'Oreilles, Bad River, Lac du Flambeau, and Fond du Lac reserves cut and banked (under contract) 128,766,357 feet of timber, which was sold at prices variously ranging from \$4.50 to \$6.50 per 1,000 feet, according to quality, yielding a gross sum of \$726,414.57; less paid Indians for labor in cutting and banking, \$452,953.15; leaving a net gain to the Indians of \$273,461.42.

Of this sum \$102,285.03 was taken out in merchandise and supplies furnished by the contractors, and the balance, \$171,176.39, was paid in cash to the individual Indian owners of the timber. Of these net gains—

The Lac Court d'Oreilles Indians received.....	\$177,944.95
Bad River Indians received.....	42,931.76
Fond du Lac Indians received.....	37,355.94
Lac du Flambeau Indians received.....	15,288.77
Total.....	273,461.42

With this volume of business and array of figures and one agent only in charge of all the reservations, it would be indeed singular if some minor abuses, complications, and dissatisfactions did not creep in, which the agent, not being ubiquitous, and necessarily having to rely, to some extent, upon his subordinates, is unable to control. So far as this office has been able to perceive, and judging from the results to the Indians, pecuniary and material, the business appears on the whole to have been singularly well managed.

It should not be forgotten that the oversight of the logging business is an extra duty imposed on the agent in addition to the regular work of the agency, which is by no means light.

Summing up Mr. Calligan's specific charges, we find the first case, Mary Bray, was voluntarily abandoned; the second case is not identified by name or particulars by which it can be recognized. In the third case, it appears by their own admission, Calligan Bros. entered upon the land and proceeded to cut, presuming on the agent's approval of the contract. They were subsequently prosecuted for trespass.

After all the investigations that have been made, and considering their results, I do not now feel it incumbent on me, in the discharge of my official duties, to again order a special agent to make another investigation, but if upon consideration of the matter herein set forth you deem it advisable for the interests of the public service and due to Messrs. Calligan that Agent Gregory should now be investigated with reference to these specific charges or either of them, or with reference to the general allegations made, I have the honor to recommend that the duty of such investigation be committed to an inspector of the Department.

I inclose herewith a list of the contracts approved in favor of Calligan Brothers; also a form of the logging contract and bond in use at the agency.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

NOTE.—The letter of P. H. Calligan, dated January 3, 1888, mentioned in the foregoing report, is of record in the proceedings before the committee. (See testimony of Phineas H. Calligan, pages 55-56.)

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, March 1, 1888.

SIR: Referring to so much of my report (pp. 15, 16) of the 17th ultimo upon the subject of the charges made by Calligan Bros. against Agent Gregory of the La Pointe Agency, Wisconsin, as alluded to a report made by Inspector Thomas September 29, 1887, on the conduct of the logging operations on the Fond du Lac Reservation in Minnesota, with reference more particularly to certain contracts of one Patrick Hynes, I deem it proper to state that a delegation of Fond du Lac Indians now here have openly asserted in my presence that Inspector Thomas's report was a "white-washing" proceeding, and that the said Patrick Hynes is claiming that he alone has the right to contract for the Indians' pine, compelling them to sell to him at \$5 per 1,000.

I submit the statement so made for your consideration, in connection with my said report of the 17th ultimo.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE,
Washington, February 17, 1888.

SIR: I have the honor to transmit for your information copy of a letter dated February 9, current, from Special Agent J. K. Speer, on duty at Wausau, Wis., inclosing copy of a letter (copy herewith) from him, 8th February, to J. T. Gregory, the Indian agent at Ashland, Wis.

The said letter relates to timber depredations committed, as alleged, on the Flambeau Indian Reservation by A. M. Sherman, of Eau Claire, Wis., amount to 500,000 to 1,000,000 feet of pine logs over and above the quantity purchased by him from the Indians and reported to Mr. Gregory.

Should you desire the co-operation of a special agent of this office in the investigation of the matter, Special Agent Speer will be directed to render the required assistance.

Very respectfully,

S. M. STOCKSLAGER,
Acting Commissioner.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs.

[Inclosure No. 1.]

WAUSAU, WIS., February 9, 1888.

SIR: I have the honor to inform you that I addressed a letter under date of February 8 (copy herewith) to J. T. Gregory, esq., Indian agent at Ashland, Wis., calling his attention to reports alleging trespass on the Flambeau Reservation. I took such action because of the impression that wrong-doing upon the part of those who have the right to cut certain timber on the reservation has been and is now too frequent. I believe that the agent will find on investigation that A. M. Sherman and possibly others have not been careful to restrict their timber operations on the reservation to the lands that have been attached, and that possibly 1,000,000 feet were cut and removed last year of which the agent received no information.

The persons who came to report the trespass to me thought that I had jurisdiction thereof, but finding that the matter belonged to the Indian agent, requested me to withhold their names until such time as I might deem it best to give them, and knowing the rivalry between lumbermen who want the Indian pine, I have thought it best to write the agent as indicated, that he might take his own course. I will give him the names of my informants should he call for them. There are no bounds to the greed of a pine speculator.

Respectfully,

J. K. SPEER,
Special Agent, General Land Office.

The COMMISSIONER GENERAL LAND OFFICE.

[Inclosure No. 2.]

WAUSAU, Wis., February 8, 1888.

DEAR SIR: Several reports have reached me alleging trespass by A. M. Sherman, of Eau Claire, Wis., on the Flambeau Indian Reservation now under your jurisdiction, and believing that you will be glad to have any information that may enable you to protect the Indians under your charge, I have taken this liberty of calling your attention to the reports. It is charged that after cutting the timber purchased from certain Indians, Sherman cut from 500,000 to 1,000,000 feet of pine from other lands on the reservation, of which he made no report to you.

It is alleged that the Indians on the reservation know the facts and will furnish the proof of the cutting, if by so doing no injury shall come to them or their interests. I have no personal knowledge of the allegations, nor can I just now give you the names of persons who do have such information. If you shall so desire, and I shall come into possession of reliable information, I shall be glad to impart the same to you.

I am strongly impressed with the belief that there may have been such trespass, which, if possible, would be kept from you.

Respectfully,

J. K. SPEER,
Special Agent, General Land Office.

Headquarters, Wausau, Wis.

J. T. GREGORY, Esq.,
Indian Agent, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, February 23, 1888.

SIR: The Commissioner of the General Land Office has transmitted to this office a copy of a letter from Special Agent Speer, on duty at Wausau, Wis., dated the 9th instant, inclosing a copy of one addressed to you by him on the 9th instant, relative to certain timber depredations alleged to have been committed on the Lac du Flambeau Reservation by A. M. Sherman, of Eau Claire, Wis., in the cutting of from 500,000 to 1,000,000 feet of pine logs over and above the quantity purchased by him from the Indians, and reported to you.

An immediate investigation and full report by you as to this matter is desired.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., March 7, 1888.

SIR: Réplying to Department letter, "L 4602, 1888," of date of 23d ultimo, on being notified of the alleged trespasses on Lac du Flambeau Reservation, I took immediate steps to ascertain the truth of the same; but I find it is an utter impossibility to make anything like a thorough investigation with the present amount of snow in the woods. This matter will have my immediate attention at the earliest moment practicable.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, September 24, 1887.

SIR: I inclose herewith for examination and report from you as to the matters contained therein a lengthy communication, dated 20th June last, signed by A-ke-wenzee and others, chiefs, etc., of the Lac Court d'Oreilles band, "by Joseph D. Gurnoe," upon the subject of allotments, and suggesting certain reforms in logging operations.

Also, a further letter, dated the 3d instant, from the same source and on the same subject.

I notice that all the signatures profess to be in Gurnoe's handwriting. His authority to append the names should be strictly inquired into.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, September 24, 1887.

SIR: I inclose herewith a letter dated 11th ultimo from Wa-sag-gun-na-be and others, chiefs of the Lac du Flambeau band, complaining in a general way that they are not getting their "rights" on the reservation.

The matter is referred to you for investigation and report.

Please return the letter.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent La Pointe Agency, Ashland, Wis.

OFFICE OF PACKARD, O'KEEFE & CALKINS, ATTORNEYS AT LAW,
Ashland, Wis., September 22, 1887.

SIR: I write you in behalf of one Michell Larush, a Chippewa Indian belonging to the Odanah Reservation of North Wisconsin.

Said "Larush" is owner through his wife, who acquired the same by devise from her mother, Maggie Seymour, of the following described land: the west half of the southeast quarter of section 21, township 46 north, range 2 west, Ashland County, Wisconsin. The patent to Maggie Seymour bears date November 28, 1884. During the winter of 1886-'87 certain parties here trespassed upon said land and cut and carried away 60,670 feet of pine timber. The Indian agent here, Mr. Gregory, when appealed to for redress, neglected to do anything about the matter. The Indian Larush wants to know what he can do.

Please answer and oblige.

Yours,

PACKARD, O'KEEFE & CALKINS.

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

(Referred to Indian Office September 26, 1887.)

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 3, 1887.

SIR: Under date 22d instant, Packard, O'Keefe & Calkins, attorneys at law, of Ashland, write this office in behalf of one Michell Larush, a Bad River Indian, complaining of certain timber trespasses (involving 60,670 feet of pine timber) committed on the lands of his wife, viz: west half southeast quarter, section 21, township 46 north, range 2 west, acquired by her through devise from her mother, Maggie Seymour, deceased.

These trespasses are alleged to have been committed during the winter of 1886-'87, and the attorneys state that when appealed to by the Indians for redress you "neglected to do anything in the matter."

An early report from you on the subject is desired.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., October 7, 1887.

SIR: Replying to office letter (L 25572, 1887), in June or July of this year Mitchell La Rush complained to me that a trespass had been committed on his wife's land.

I then instructed Mr. Walker, Government farmer, to investigate and report to me the amount, if any, of the trespass. Mr. Walker reported that forty-seven trees, scaling 28,200 feet, had been cut, and that he thought \$2 per thousand would be a fair price to pay.

La Rush then got a man by the name of Purcell to go and estimate the trespass, and he claimed the same amounted to 60,670 feet.

Purcell is a man who knows nothing about estimating pine, and there is not a lumberman in this section who would settle a trespass on his estimate.

Mr. Haskins, who committed the trespass, is willing to settle, and will pay what is fair and just.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 15, 1887.

GENTLEMEN: Replying to your letter of the 22d ultimo, in behalf of Mitchell La Rush, a Bad River Indian, complaining of certain timber trespasses on the lands of his wife, viz, west half southeast quarter section 21, township 48 north, range 2 west, acquired by her through devise from her mother, Maggie Seymour, deceased, I have to say that the matter was duly referred to Agent Gregory, and I now inclose you a copy of his reply, dated 7th instant, from which it appears that the Government farmer on the reserve (Walker) reported that forty-seven trees, scaling 28,200 feet, had been cut, the value of which he estimated at \$2 per 1,000 feet.

Subsequently La Rush procured the estimate of one Purcell, an inexperienced man, and he put the trespass at 60,670 feet.

Agent Gregory states that Mr. Haskins, who committed the trespass, is willing to settle, and will pay whatever is fair and just.

I think under these circumstances the parties should be able to come to terms between themselves.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

Messrs. PACKARD, O'KEEFE & CALKINS,
Attorneys at Law, Ashland, Wis.

ODANAH, WIS., November 15, 1887.

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

To your honor, I beg your valuable attention to my humble prayer or inquiries.

I have contracted this summer for the sale of my pine timber on my 80-acre allotment to a Edward Haskins at \$2 per 1,000 feet (on sections 1 and 2, township 46, range 3 west). Now, I wish to withdraw my contract with him on the ground that he refuses to advance me any supplies as he verbally agreed, and (2) as he has sublet the cutting of it to other parties, contrary to contract and rules.

(3) I can get more for my pine, as pine is worth from \$3 to \$4 of the same grade and accessibility, outside of the reservation.

(4) Mr. Haskins is well known as always cheating the Indians, wasting the timber, taking only the very best, and leaving the rest to waste, and having trespassed in many instances on lands belonging to other parties, and because he is always backed by the Government farmer and agent, as it is generally known that they all work for the same company, namely, the Superior Lumber Company (the former employer of J. T. Gregory, the Indian Agent), therefore this prayer direct to you.

It is also a well-established belief that the Indians has no friend here, particularly could be said so to our Indian Agent, as he still works for the interest of Superior Lumber Company, who is supposed to be the means of his present position, and could not

work for Indians and a lumber company. These things are facts, but it is useless to complain to the honorable Commissioner. I will patiently await for answer.

Your obedient subject,

JO WA-NA-BO-GO.

P. S.—The Government farmer has two son-in-laws logging here now (and perhaps he himself is interested) for the Superior Lumber Company. The favors received by those logging for the above-named lumber company (from the farmer and agent) above those logging for others goes to show or verify my statement.

JO WANABOGO.

I also wish to know if a patent has been issued for me at the General Land Office for the above-named sections, namely, sections 1 and 2 and 12, township 46, range 3 west.

(Referred to Indian Office November 23, 1887.)

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS, -
Washington, November 29, 1887.

SIR: I have received, by Department reference, a letter dated the 15th instant, addressed to the Secretary of the Interior, by Jos. Wa-na-ba-go, stating that he has contracted for the sale of pine timber on his selections, sections 1 and 2, township 46, range 3 west, on the Bad River reserve, to Edward Haskins, at \$2 per 1,000, and that he now wishes to withdraw his contract on the ground that (1) Haskins refuses to advance supplies as verbally agreed; (2) that he, Haskins, has sub-let to other parties, and (3) that more can be obtained for the same grade and accessibility of pine, which is worth from \$3 to \$4 outside the reservation.

Pending investigation of the facts and report thereon, which you are hereby directed to make, you will withhold approval of the contract and direct suspension of all cutting on the tracts mentioned.

I should add that approval of the schedule in which Jos. Wa-na-ba-go's name appears is withheld for the present, for reasons stated in letter to you of 26th instant.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., January 2, 1888.

SIR: I would respectfully state that, in accordance with instructions contained in Department letter (L, 31308-1887) dated November 29, 1887, I ordered all timber cutting to be stopped on lots 6 and 9, section 1; lot 7, section 2, and lots 7 and 8, section 12, township 46, range 5 west, a tract of land allotted to Joseph We-na-bo-sho, a member of the Bad River band of Chippewas.

In defiance of my order two men, acting as partners, Antoine Denomie and Daniel McBeth, have gone on the land and are stripping it of that timber. I have served written notices on them to desist and withdraw from said land, but they pay no attention to my orders, and openly boast that they will not stop until they have taken all the timber from the land.

They have submitted no contract to me for approval, nor any bond to accompany said contract.

Now I want to know if there is any way to stop these men from stripping said land. If I have to wait until my complaint goes to the Department of Justice the timber will all be cut and removed from the land. I would respectfully ask for instructions as to how to proceed in this matter.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, January 10, 1888.

SIR: I have the honor to inclose herewith a copy of a letter, dated the 2d instant, from Agent Gregory, in charge of La Pointe Agency, Wisconsin, stating that, in defiance of his orders, two men, named Antoine Denomie and Daniel McBeth, acting as partners, have gone on certain lands of the Bad River Indian Reservation, to wit, lots 6 and 9, section 1; lot 7, section 2, and lots 7 and 8, section 12, all in township 46, range 3 west, severally allotted under provisions of the treaty of September 30, 1854 (10 Stat., 1109) to Joseph We-na-bo-sho, a member of the La Pointe or Bad River band of Chippewas, and are stripping them of all the timber.

Agent Gregory states that he has served written notices on the persons named, to desist, and withdraw from the lands, but that they pay no attention to his orders, and openly boast that they will not stop until they have taken all the timber from the land. They have submitted no contract with the Indian allottee, to the agent for approval, as required by the regulations in force touching logging operations on the reservations attached to the La Pointe Agency.

As this appears to be a case in which the agent's authority is openly set at defiance, and one manifestly requiring the interposition of the United States civil authorities, I have the honor to recommend that the honorable Attorney-General be requested to direct the United States attorney for the western district of Wisconsin, by telegram, to co-operate with Agent Gregory, and take such legal measures for the protection of the Indian allottee as the circumstances of the case warrant. To this end I have telegraphed the agent to at once consult the United States attorney.

Very respectfully your obedient servant,

J. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, January 11, 1888.

SIR: I have the honor to inclose herewith copy of a letter of 10th instant from the Commissioner of Indian Affairs, with copy of report noted therein, from United States Indian Agent Gregory, of the La Pointe Agency, Wis., relative to timber trespasses committed by two persons, named Antoine Donomie and Daniel McBeth, acting as partners, who, it is alleged, have gone upon certain lands of the Bad River Indian Reservation in said State, and in defiance of the orders of the said agent are cutting the timber therefrom.

The Commissioner of Indian Affairs reports this case as one in which the agent's authority is openly set at defiance, and manifestly requiring the interposition of the United States civil authorities; and, concurring in the recommendation set forth in his letter, I respectfully request that the proper United States district attorney may be instructed by telegraph to co-operate with Agent Gregory, who has been instructed by the Indian office to consult with the district attorney, and to take such measures for the protection of the Indian allottees as the circumstances of the case may warrant.

I have the honor to be, very respectfully,

H. L. MULBROW,
Acting Secretary.

The ATTORNEY-GENERAL.

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 10, 1888.

To GREGORY,
Agent, Ashland, Wis.

Consult United States district attorney as to enjoining Denomie and McBeth against further cutting on We-na-bo-sho's allotment. Have requested Department of Justice to telegraph instructions to United States Attorney to co-operate with you.

Charge Indian Office.

J. D. C. ATKINS,
Commissioner.

DEPARTMENT OF JUSTICE,
Washington, January 12, 1888.

SIR: As requested in your letter of the 11th instant, the United States attorney for Western Wisconsin has been instructed by telegraph, to take such measures as may be deemed best for the protection of the timber on Bad River Indian Reservation, from trespassers, after conferring with United States Indian Agent Gregory, of the La Pointe Agency.

Very respectfully,

A. H. GARLAND,
Attorney-General.

The SECRETARY OF THE INTERIOR.

(Referred to Indian Office, January 13, 1888.)

GROUP No. 4.

Copies of original records and correspondence, showing the system and extent of allotments of land in severalty to the Chippewa Indians of Wisconsin, within the jurisdiction of the La Pointe Agency, under the treaty of September 30, 1854 (10 Stat., 1109), and the general allotment act of February 8, 1887 (24 Stat., 388).

DEPARTMENT INTERIOR,
Office Indian Affairs, May 29, 1863.

SIR: I herewith transmit for your examination a list of selections of lands for individual Indians on the Bad River Reservation under the third article of the treaty of September 30, 1854, with the Chippewas of Lake Superior and the Mississippi, with a view, if there be no objections thereto known to your office, to the issuance of patents or certificates therefor, as may be determined by the President.

Very respectfully, your obedient servant,

W. P. DOLE,
Commissioner.

JOS. S. WILSON, Esq.,
Acting Commissioner General Land Office.

GENERAL LAND OFFICE, June 4, 1863.

SIR: I have received your letter of the 29th ultimo, inclosing a list of certain Indian selections in Wisconsin under third article of treaty of 30th September, 1854, with the view of having patents or certificates issued thereon.

In reply I have to state that over one-half of these selections are in township 47, range 3 west. The survey of said township, which it is understood embraces a number of pre-emption claims yet to be adjudicated, has not been completed, and until the survey of the same is perfected and a transcript of all the field notes are filed in this office, no definite action can be had upon these cases. The survey of this township being under the control of the Indian Office, I beg to refer you to our letters to your office dated March 10 and April 22, 1863; and to add that as soon as we are furnished with the missing field notes, we shall have the data that will enable us fully to respond to your present call, which then shall be promptly done.

Very respectfully, your obedient servant,

JOS. S. WILSON,
Acting Commissioner.

HON. W. P. DOLE,
Commissioner Indian Affairs.

WASHINGTON, February 11, 1865.

SIR: Under date of May 13, 1863, Superintendent Thompson transmitted to your office certificates of certain Indians selecting land on the Bad River Reservation, as per treaty of September 30, 1854.

In my judgment, it is very desirable that patents should be issued to some of the Indians as a stimulant to progress in agricultural improvements. I would suggest that the patents should contain this proviso:

"The said land shall not at any time be sold or alienated by the said grantee, his or her heirs, except with the consent of the Secretary of the Interior."
I would suggest that patents be immediately issued to the following-named Indians:

Name.	Certificate No.	Name.	Certificate No.
She-haw-yosh.....	2	Be-de-quash.....	15
A-daw-ne-ge-zhig.....	5	James Currant.....	16
Sha-da-mo.....	7	Joseph Green.....	19
Wa-nab-bo-zho.....	8	Joseph Kaw-wa-yaw-she.....	40
Kitche-naw-be-zhishe.....	13	Me-zhe-ne-nay.....	41

I beg leave respectfully to ask that this matter may receive prompt action.
Very respectfully, your obedient servant,

S. E. WEBB,
U. S. Indian Agent.

Hon. W. P. DOLE,
Commissioner Indian Affairs.

DEPARTMENT INTERIOR,
Office Indian Affairs, February 14, 1865.

SIR: I have the honor to inclose herewith a copy of a letter from Agent Webb recommending that patents be issued to certain Indians therein named as provided for by the third article of the treaty of 1854 with the Chippewas of Lake Superior and the Mississippi.

For the reasons stated by Agent Webb, I respectfully recommend that you direct the Commissioner of the General Land Office to issue patents containing restrictions proposed by that officer to the parties named by him (whose certificates are inclosed herewith) and that said patents be sent to this office for transmission to Agent Webb.

Very respectfully, your obedient servant,

W. P. DOLE,
Commissioner.

Hon. J. P. USHER,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
General Land Office, March 1, 1865.

SIR: I have the honor herewith to return the letter from "Agent Webb," received with the letter of the honorable Secretary of the Interior of the 21st ultimo, inclosing ten certificates for selections of land made by Chippewas of Lake Superior.

As all except one of these certificates are found to be incorrect, I ask that they be returned to Agent Webb that he may perfect the selections to enable this office to issue patents for them in pursuance of your instructions.

With great respect, your obedient servant,

J. M. EDMUNDS,
Commissioner.

Hon. J. P. USHER,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., March 2, 1865.

SIR: On the 1st instant the Commissioner of the General Land Office returned to the Department the ten certificates of selections made by Chippewas of Lake Superior, which you submitted on the 14th ultimo with a recommendation that patents be issued and sent to the Indian Office for delivery.

These certificates are returned for the reason that "all except one are found to be incorrect," and I inclose them that the errors may be corrected and means adopted to insure greater accuracy in the future.

Very respectfully, your obedient servant,

J. P. USHER,
Secretary.

WILLIAM P. DOLE, Esq.,
Commissioner of Indian Affairs.

DEPARTMENT INTERIOR,
Office Indian Affairs, March 7, 1865.

SIR: I inclose herewith certain certificates of the selections of lands for Chippewas of Lake Superior, transmitted to this office by Superintendent Thompson May 13, 1863. A portion of these certificates were recently, at your request, sent to the Secretary of the Interior for his approval with a view to the issuance of patents thereon, but owing to the fact, as stated by the General Land Office, that all except one are found to be incorrect, they have been returned to this office for correction.

I have thought it advisable to return all of the certificates forwarded by Superintendent Thompson for such corrections as you may find necessary upon comparing them with the plats.

Very respectfully, your obedient servant

WM. P. DOLE,
Commissioner.

L. E. WEBB, Esq.,
U. S. Indian Agent, Bayfield, Wis.

DEPARTMENT OF THE INTERIOR,
General Land Office, October 25, 1865.

SIR: Referring to th. letter of 29th May, 1863, from your office, inclosing a list of selections of Indians on the Bad River Reservation, under third article treaty September 30, 1854, with Chippewas, I have to state that the tracts as reported are so greatly at variance with the official survey on file in this office both as regards the subdivisonal lines and the quantity that we are unable to properly enter the same on our records.

I therefore herewith return said list that the same may be made to conform to the survey.

am, sir, very respectfully, etc.,

J. M. EDMUNDS,
Commissioner.

OFFICE OF THE LAKE SUPERIOR INDIAN AGENCY,
Bayfield, Wis., December 16, 1865.

SIR: I inclose herewith selections of 80-acre tracts of land by the Indians on the Bad River Reservation, under provisions of the treaty of September 30, 1854, article 3. I beg leave to refer to my letter to the Department under date of February 11, 1865, suggesting restrictions in the patents.

These selections were sent to the Department by Superintendent Thompson, May, 1863, but owing to a discrepancy in the survey of the reservation were returned to me for correction.

I would respectfully urge the importance of issuing patents at once.

Very respectfully, your obedient servant,

L. E. WEBB.

HON. D. N. COOLEY,
Commissioner Indian Affairs, Washington, D. C.

P. S.—In my judgment, these Indians are fully competent to manage their affairs in a prudent and judicious manner.

L. E. W.,
Indian Agent.

HON. D. N. COOLEY,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, D. C., February 12, 1867.

SIR: I have the honor to inclose herewith for your consideration a list of selections of land for certain Indians upon the Bad River Reservation, as contemplated by the treaty of 1854, with the Chippewas of Lake Superior and the Mississippi (U. S. Stat. at Large, vol. 10, p. 1109).

The selections are made by Agent Webb, who reports that "the parties in my (his) judgment are fully competent to manage their affairs in a prudent and judicious manner."

Agent Webb urges the issuance of patents to the parties indicated in the list, but thinks that they should contain a restriction against the sale or alienation of the lands so patented, except by the consent of the President of the United States, as provided for in the third article of the treaty aforesaid.

The article above referred to seems to place the whole subject-matter of surveying the lands, the issuing of patents, and the making of rules and regulations respecting the disposition of the lands by the Indians in the hands of the President. Should you be of the opinion that the direction of the President in the premises is necessary, I respectfully recommend that you present the subject to him for his consideration and action thereon, and should it be determined that the patents shall be issued, I recommend that they contain the restriction that "the lands so patented shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person or persons whomsoever, except by the consent of the President of the United States" (or Secretary of the Interior, as may be determined), and that the General Land Office be directed to forward the same to this office for its further action thereon.

Very respectfully, your obedient servant,

LEWIS V. BOGY,
Commissioner.

Hon. O. H. BROWNING,
Secretary of the Interior.

[Indorsements.]

DEPARTMENT OF THE INTERIOR, *February 14, 1867.*

Respectfully laid before the President for his consideration, with the recommendation that the suggestion, contained in the accompanying report of the Commissioner of Indian Affairs be adopted.

O. H. BROWNING,
Secretary.

Approved February 15, 1867.

ANDREW JOHNSON.

DEPARTMENT OF THE INTERIOR.

Washington, D. C., February 16, 1867.

SIR: I return herewith your letter of the 12th instant, inclosing list of selections of land for certain Indians upon the "Bad River Reservation," as contemplated by the treaty of 1854 with the Chippewas of Lake Superior and the Mississippi, which was on the 14th instant laid before the President for his consideration, with the recommendation that your suggestions in relation to said selections be adopted.

The President on the 15th instant approved the selections, in accordance with the provisions of the third article of the treaty referred to, and you are therefore hereby directed to forward a list of the selections to the Commissioner of the General Land Office, who will cause patents to be issued therefor, which should contain a clause restricting the lands so patented from sale, lease, or any manner of alienation by the patentees or their heirs, except by the consent of the President of the United States; said patents to be forwarded to the Indian Bureau for further action.

You will transmit a copy of this letter to the Commissioner General Land Office, as his authority for issuing the patents for the lands in question.

Very respectfully, your obedient servant,

O. H. BROWNING,
Secretary.

Hon. LEWIS V. BOGY,
Commissioner Indian Affairs.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, February 23, 1867.

SIR: I inclose herewith a copy of a letter to this office from the Secretary of the Interior returning, with his directions in relation thereto, a list of selections of lands for certain Indians upon the Bad River Reservation as contemplated by the treaty of 1854 with the Chippewas of Lake Superior and the Mississippi.

As you will perceive by the letter from the Secretary of the Interior the selections in question, a copy of which is inclosed herewith, have been approved by the President and agreeably to the directions contained in said letter, I respectfully request that the Gen-

eral Land Office issue patents therefor and forward them to this office for further action. The patents should contain a clause that the lands so patented shall not be sold, leased, or in any manner alienated by the patentee or their heirs to any person or persons whomsoever, except by the consent of the President of the United States.

Very respectfully, your obedient servant,

L. V. BOGY,
Commissioner.

Hon. J. S. WILSON,
Commissioner General Land Office.

DEPARTMENT OF THE INTERIOR,
General Land Office, May 16, 1867.

SIR: I have the honor to transmit herewith forty-four patents (Nos. 1 to 44, inclusive) for delivery to the parties entitled thereto, in favor of certain Indians upon the "Bad River Reservation," as contemplated by the treaty of 1854 with the Chippewas of Lake Superior and Mississippi, issued by order of the honorable Secretary of the Interior under date of February 16, 1867. Please acknowledge the receipt of the same.

Very respectfully, your obedient servant,

JOS. S. WILSON,
Commissioner.

Hon. N. G. TAYLOR,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, July 15, 1867.

SIR: I inclose herewith for delivery to the proper parties, forty-four patents issued under the provisions of the treaty of 1854 with the Chippewas of Lake Superior and the Mississippi. In delivering the patents you will take receipts therefor, which you will forward to this office.

Very respectfully, your obedient servant,

N. G. TAYLOR,
Commissioner.

L. E. WEBB, Esq.,
U. S. Agent, Bayfield, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, March 18, 1875.

SIR: By the provisions of the second article of the treaty with the Chippewa Indians of Lake Superior, a reservation is set apart for the La Pointe band and such other Indians as may see fit to settle with them, and also for the Lac Court Oreille band of Chippewas.

Article 3 of the same treaty provides that "the United States will define the boundaries of the reserved tracts, whenever it may be necessary, by actual survey, and the President may from time to time, at his discretion, cause the whole to be surveyed, and may assign to each head of a family or single person over twenty-one years of age 80 acres of land for his or their separate use," etc.

The reservations for the La Pointe and Lac Court Oreille bands have already been surveyed, the former into 80-acre, the latter into 160-acre tracts, and allotments have been made to a portion of the La Pointe band.

It is important that allotments in severalty should be made to such other members of these bands as are entitled thereto and shall desire the same. In order to accomplish this and to enable the Indians to ascertain the exact boundaries of their respective selections, it will be necessary to employ a competent surveyor to blaze the lines distinctly (most if not all these reservations being thickly wooded country), and for this purpose I respectfully recommend that the sum of \$3,000, or so much thereof as may be necessary, be used out of the sum of \$100,000 made applicable for the defrayment of the expenses of the survey of such Indian reservations and subdividing portions of the same, as are executed prior to the end of the fiscal year ending June 30, 1875, by the provisions of an act of Congress, approved March 3, 1875, entitled "An act making appropriation for sundry civil expenses of the Government for the fiscal year ending June 30, 1876, and for other purposes."

In its connection with the proposed allotments of land, in my opinion, this will not be such a survey as is required to be executed under the direction of the Commissioner of the General Land Office, by the terms of the act of Congress approved April 8, 1864 (Revised Statutes U. S., p. 372), and I therefore recommend that this office be authorized to empower the United States agent for the Chippewas of Lake Superior to contract with some competent surveyor for the distinct marking and blazing of the boundaries of such allotments as may be made to the Indians above mentioned, at an expense of not exceeding \$10 per mile for each and every mile of such boundaries marked and blazed.

Very respectfully, your obedient servant,

EDW. P. SMITH,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., March 22, 1875.

SIR: I am in receipt of your report of the 18th instant upon the necessity for completing the allotments to the La Pointe and Lac Court Oreille Chippewas of Lake Superior, and recommending that the boundaries thereof be properly marked, etc.

I approve your recommendation and you are hereby instructed to authorize the United States agent for said Indians to enter into contract with some competent surveyor for the survey and marking of the boundaries of the allotments as suggested, at an expense of not exceeding \$10 per mile; the entire cost not to exceed the sum of \$3,000.

Very respectfully, your obedient servant,

C. DELANO,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, April 10, 1875.

SIR: By the provisions of the second and third sections, respectively, of the second article of the treaty, concluded September 30, 1854, with the Chippewa Indians of Lake Superior (Stats. at Large, vol. 10, p. 1109), a reservation was set apart for the La Pointe band and a reservation for the Lac Court Oreille band of said Chippewas.

Article 3 of said treaty provides as follows: "The United States will define the boundaries of the reserved tracts, wherever it may be necessary, by actual survey, and the President may from time to time, at his discretion, cause the whole to be surveyed, and may assign to each head of a family or single person over twenty one years of age 80 acres of land for his or their separate use."

Allotments have heretofore been made to a portion of the La Pointe band, and it is proposed to make additional allotments to such other members of said band as may be entitled thereto and who desire the same. It has also become desirable to make allotments to such members of the Lac Court Oreille band as are entitled thereto, and may desire the same.

In accordance with the letter of the honorable Secretary of the Interior to this office dated the 22d ultimo, a sum not exceeding \$3,000 is authorized to be expended in the completion of these allotments.

You are therefore instructed to proceed, at the earliest day practicable, by virtue of the authority of the treaty provision aforesaid to make allotments of land in severalty to such Chippewas of Lake Superior as may be entitled thereto, who are resident upon the La Pointe or Bad River Reservation, and who have not heretofore received allotments, and also to such members of the Lac Court Oreille band of said Chippewas as may be entitled thereto, who are resident upon the reservation set apart for their use and occupancy as aforesaid.

You will notify said Indians that you are prepared to assign them allotments of land in severalty, and you will, as far as practicable, allow them to make choice of the particular tract each may desire for his or her allotment, providing the same does not conflict with any previous selection and to include, so far as practicable, any improvements he or she may have heretofore made.

You are authorized to enter into contract with some competent surveyor, whose duty it shall be to survey and distinctly blaze or otherwise mark the boundary lines of each of such allotments at an expense of not exceeding \$10 per mile for each mile of boundaries so marked, provided no indebtedness in the making of said allotments shall be incurred beyond the afore mentioned sum of \$3,000.

Copies of the plat and a tract-book of the La Pointe or Bad River Reservation were sent you with office letter of the 26th of August last.

I transmit herewith copies of the plat of survey of the Lac Court Oreille reserve, and a tract-book of the same reservation will be forwarded to your address when the same is prepared.

When you have completed the assignment or allotments of land under these instructions, you will forward a list of the same to this office without delay, for the approval of the President and the issue of patents therefor in the names of the respective allottees.

Very respectfully, your obedient servant,

W. R. CLUM,
Acting Commissioner.

Dr. I. L. MAHAN,
U. S. Indian Agent, Bayfield, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, July 9, 1875.

SIR: This office is in receipt of a letter from J. L. Mahan, United States Indian agent, La Pointe Agency, dated the 14th ultimo, requesting that you should visit his agency on your return to this city for the purpose of inspecting his work, and, if need be, assist him in preparing the papers for this Department, relative to the allotments made to Indians of his agency.

You are, in compliance with said request, hereby authorized to visit the La Pointe Agency on your return from your present duties, and assist agent Mahan in making up a correct report of allotments made to the Indians under his charge for transmission to this office, and of this action Agent Mahan has this day been advised.

Very respectfully, your obedient servant,

EDW. P. SMITH,
Commissioner.

C. C. ROYCE, Esq.,
Sisseton Agency, Dakota.
(Via Saint Paul and Morris, Minn.)

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., September 27, 1875.

SIR: Pursuant to office instructions, addressed to me under date of the 9th of July last, I proceeded, after completing the duties intrusted to me at the Sisseton Agency in Dakota, to the Lake Superior Indian Agency at Red Cliff, Wis., for the purpose of inspecting the allotments of land made, under the direction of Agent Mahan, to the Chippewa Indians residing upon the La Pointe or Bad River Reservation, and aiding the agent in making up his report in proper shape for submission to the Department.

On arriving at the agency I ascertained that Surveyor Esperson, with whom contract had been made for surveying and blazing the lines of the several allotments, had not yet submitted the report of his work to Agent Mahan, and that nothing could be done but await its arrival. In the mean time, at the request of Agent Mahan, I accompanied him on his annual visit to the Grand Portage band of Chippewas residing on the north shore of Lake Superior, and assisted him in making the distribution of goods furnished by the Government for those Indians.

On our return from Grand Portage, Surveyor Esperson's report having arrived, I proceeded with Agent Mahan to the Bad River Reservation. The Indians were convened in council, and expressed a general satisfaction with the manner in which the allotments had been made, and, with one or two exceptions, had no complaints to make on this score. Two of the principal chiefs, who have always been and still are hostile to a division of the lands in severalty, were, as near as I could ascertain, instigated, while the surveyor was engaged in defining the boundaries of the various allotments, by certain white men at Ashland, Wis., to demand that the quarter section upon which the mission and all the agency buildings are located be surveyed and assigned to them, 80 acres to each, as their allotments. The surveyor refusing to do this, the chiefs, with some of their followers, assumed a threatening attitude, but, finding such action unavailing, finally refused to receive any lands, and induced a number of their friends to do likewise. With these exceptions the Indians were all highly gratified to receive their allotments.

With the assistance of Mr. Walker, the Government farmer, and Henry Blatchford, interpreter, I went carefully through the entire list of allotments, had them identify each allottee, and made corrections of such errors as were found to exist, consisting in one or two instances of a duplicate allotment to the same individual under different names and in several cases of an unnecessary excess in quantity above the 80 acres prescribed by the treaty. I also gave Agent Mahan full information and directions in regard to making up his report, in fact made up a rough schedule, showing the name of each allottee and the description of his or her allotment, so that he will only have to make a fair transcription of the same and forward it to the Department.

The Indians were very anxious to know what disposition would be made of the remainder of their reserve after the allotments were completed, expressing an earnest desire that the same should be brought into market and sold for their benefit. If the policy of consolidating all the different bands of Lake Superior Chippewas upon this reserve has been abandoned, there will certainly be a large surplus of land for which the La Pointe band can have no possible use.

The amount of Surveyor Esperson's account is about \$1,960, which leaves upwards of \$4,000 of the appropriation with which to defray the expense of making allotments to members of the Lac Court Oreille band upon their reservation. These allotments I understand it to be the intention of Agent Mahan to have made at the earliest day practicable, but owing to the distance and inaccessibility of the Lac Court Oreille reserve from his agency headquarters it will be almost impracticable for him to give close personal attention to the making of the allotments and overseeing the surveyor's work, and at the same time attend to the numerous other duties of his agency.

The Indians residing on Red Cliff reserve are very desirous that allotments shall be made to them this fall, and in case this could be done I have no doubt a most beneficial effect could be produced. Undoubtedly the \$4,000 above mentioned will be sufficient to defray the expense of this as well as of the work at Lac Court Oreille reserve.

Very respectfully, your obedient servant,

C. C. ROYCE,
Special Agent, Interior Department.

Hon. E. P. SMITH,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, September 29, 1875.

SIR: The treaty with the Chippewa Indians of Lake Superior, concluded September 30, 1854 (Statutes at Large, vol. 10, page 1109), makes provision for the establishment of several reservations for the different bands of that tribe. The sixth section of the second article of said treaty provides that "The Ontonagon band and that subdivision of the La Pointe band of which Buffalo is chief may each select on or near the lake shore four sections of land, under the direction of the President, the boundaries of which shall be established hereafter."

Article 3 of the treaty provides that "The United States will define the boundaries of the reserved tracts, wherever it may be necessary, by actual survey, and the President may from time to time, at his discretion, cause the whole to be surveyed, and may assign to each head of a family or single person over twenty-one years of age 80 acres of land for his or their separate use."

"That subdivision of the La Pointe band of which Buffalo is chief" selected, pursuant to the treaty provision above quoted, four sections of land along the shore of Lake Superior, which is known as the "Red Cliff" Reservation.

During the past summer allotments in severalty have been made, under instructions from this Department, to members of the La Pointe band of Chippewas residing upon the Bad River Reservation, under the direction of United States Agent Mahan.

In a report to this office, dated the 27th instant, Mr. C. C. Royce, of this Bureau, who was instructed, under date of July 9, 1875, to inspect the work of making these allotments, represents that the Indians upon the Red Cliff reserve are very anxious to have allotments made to them this fall. Concurring with him in the belief that if this can be done a most beneficial effect would be produced, I would most respectfully recommend that this office be authorized to instruct United States Agent Mahan to proceed at the earliest day practicable, by virtue of the authority of the treaty provision aforesaid, to make allotments of land in severalty to such individuals as are properly members of "that subdivision of the La Pointe band of which Buffalo is chief," and who are now residing upon said Red Cliff Reservation.

I also recommend that Agent Mahan be authorized to enter into contract with a competent surveyor, whose duty it shall be to survey and distinctly blaze or otherwise mark

the boundary lines of each of such allotments, at an expense of not exceeding \$10 per mile for each mile of boundary so marked, provided that such expense shall be defrayed out of the sum of \$6,000 authorized by Department letters of the 22d of March and 6th of May last, to be set apart for the purpose of defraying the expense of defining the boundaries of allotments to the La Pointe and Lac Court Oreille bands of Chippewas of Lake Superior.

Very respectfully, your obedient servant,

EDWARD P. SMITH,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., September 30, 1875.

SIR: I approve the recommendation of your letter of the 29th instant, that Agent Mahan be instructed to make allotments of land in severalty, agreeable to the provisions of article 3 of treaty of September 30, 1854, with the Chippewas, to such individuals as are properly members of "that subdivision of the La Pointe band of which Buffalo is chief," and who are now residing upon the Red Cliff Reservation, and that he be authorized to contract with a competent surveyor to survey and distinctly mark the boundary lines of such allotments, at a cost not exceeding \$10 per mile, to be defrayed out of the sum of \$6,000 authorized by Department letters of 22d March and 6th May last to be set apart for the purpose of defining the boundaries of allotments to the La Pointe and Lac Court Oreille bands of Chippewas of Lake Superior, and you will take the necessary action to carry the same into effect.

Very respectfully, your obedient servant,

B. R. COWAN,
Acting Secretary.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 5, 1875.

SIR: Under date of the 10th of April last, instructions were given you to make allotments of land in severalty to members of the La Pointe and Lac Court Oreille bands of Chippewas of Lake Superior, in accordance with the provisions of the treaty concluded September 30, 1854, and to enter into contract with a competent surveyor to mark the lines of such allotment. This same treaty also provides for allotment to members of "that subdivision of the La Pointe band of which Buffalo is chief," who occupy a reserve known as the "Red Cliff" Reservation.

This office is advised by the special agent of the Department instructed to inspect the work of making the allotments on the La Pointe Reservation, that the Indians residing upon the Red Cliff Reservation are also very desirous of having allotments made to them this fall, and represents the good effect such an act would be likely to produce. In view of such considerations the honorable Acting Secretary of the Interior, upon the recommendation of this office, has, under date of the 30th ultimo, authorized and directed that you be instructed to make allotments in severalty to such individuals as are properly members of "that subdivision of the La Pointe band of which Buffalo is chief," and who are now residing upon the Red Cliff Reservation.

This Red Cliff reserve as defined by the treaty was to consist of "four sections of land on or near the lake shore," to be selected by the Indians under direction of the President. This selection was made, and I transmit herewith a copy of the plats of survey together with the descriptions of the tracts so selected.

You are therefore instructed to proceed without delay to make allotments in severalty to such as are properly members of "that subdivision of the La Pointe band of which Buffalo is chief," as aforesaid, and who are now residing on the Red Cliff reserve, to the extent of the above-mentioned four sections. You will be governed as to the manner of making these allotments by the same instructions as were given for your guidance on the 10th of April last in the case of the Bad River and Lac Court Oreille reserves.

You are authorized to enter into contract with a competent surveyor, whose duty it shall be to survey and distinctly blaze or otherwise mark the boundary lines of each of such allotments at an expense of not exceeding \$10 per mile for each mile of boundaries so marked. The expense of making these allotments will be defrayed out of the sum of \$6,000 heretofore authorized to be expended in allotting the Bad River and Lac Court reserves.

Although by the terms of the treaty aforesaid the Red Cliff reserve was to consist of but four sections, an addition thereto was subsequently made by Executive order. No

authority, however, exists for allotting and patenting to the Indians the lands comprised within this extension of the reservation, but it is the intention of this office to recommend that such legislation be asked of Congress at its next session as will place the "extension" to the reservation upon the same footing with the original reserve.

In the mean time, however, you will not communicate this fact to the Indians, inasmuch as Congress may fail to supply the desired legislation, but will endeavor to induce all of the "Red Cliff Indians who can not be accommodated with allotments within said four sections" to take up their residence on the Bad River Reservation and accept allotments there.

The plat herewith transmitted to you exhibits the entire reservation, including the extension made by Executive order. The four sections constituting the original reserve are bounded by yellow lines and the remainder by red lines. When you have completed the allotments of land under these instructions, you will forward a list of the same to the office without delay for the approval of the President, and the issue of patents therefor in the names of the respective allottees.

Very respectfully, your obedient servant,

EDW. P. SMITH,
Commissioner.

Dr. I. L. MAHAN,
U. S. Indian Agent, Red Cliff, Wis., via Bayfield.

WASHINGTON, *February 16, 1877.*

SIR: On the 5th day of October, 1875, instructions were issued to I. L. Mahan, United States Indian Agent, in accordance with authority contained in Department letter to this office of the 30th of September, 1875, to make allotments of land in severalty to such individuals as were properly members of that subdivision of the La Pointe band of Chippewas of Lake Superior, of which Buffalo was chief, and who were then upon the Red Cliff Reservation in Wisconsin. This reservation, as defined by the sixth clause of the second article of the treaty of September 30, 1854, with the Chippewas of Lake Superior, consists of four sections of land (Stat. at L., vol. 10, p. 1107) selected in September, 1855, under the authority of the Secretary of the Interior.

Under date of September 4, 1876, Agent Mahan submitted a schedule showing the names of twenty allottees and a description of the allotments made.

I have the honor to submit herewith a copy of said schedule, with the recommendation that the allotments therein described and selected by the respective Indians therein named be laid before the President for his approval, and when so approved be returned to this office.

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

J. Q. SMITH,
Commissioner.

The SECRETARY OF THE INTERIOR.

WASHINGTON, *March 10, 1877.*

SIR: Referring to your letter of the 20th ultimo, returning schedule of allotments of members of that subdivision of the La Pointe band of Chippewa Indians of which Buffalo was chief, with the approval of the President indorsed thereon, I have the honor to submit herewith a copy of the same, and to request that it be forwarded to the Commissioner of the General Land Office with directions to issue patents therefor in accordance with the third article of the treaty of September 30, 1854, with a restriction similar to that incorporated in the patents to the Bad River (Chippewa) Indians issued May 11, 1867, viz: That the lands so patented shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person or persons whomsoever, except by the consent of the President of the United States.

I have also to request that the patents when issued be transmitted to this office for proper delivery.

Very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, July 20, 1878.

SIR: By communication from the honorable Secretary of the Interior to this office, dated the 10th instant, you were detailed as a special agent to perform certain duties in the States of Michigan, Wisconsin, and Minnesota, in reference to which you are hereby specifically instructed. * * *

You are further instructed to go to the State of Wisconsin after the completion of your work in Michigan and discharge there the duties hereinafter enjoined, viz: On the 16th May, 1878, twenty patents were issued in compliance with said treaty of September 30, 1854, to members of that subdivision of the La Pointe band of Chippewas or Lake Superior, of which Buffalo was chief, which are handed you herewith. You will investigate and determine whether said patents were issued upon correct allotments and to persons properly entitled; and, if so, you will deliver them upon the Red Cliff Reservation to the parties respectively entitled to receive the same, taking receipts therefor.

Said patents were issued in favor of the persons named below, viz:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Michel Souliere. 2. John B. Roy. 3. Mary Buffalo. 4. Oz-ho-gay, or Austin Ray. 5. An-deg, or Angelique Souliere. 6. Joseph Ray. 7. Robert Couture. 8. Ching-go-gi-jig, or Antoine Buffalo. 9. John Buffalo, jr. 10. Abidosh, or Aw-be-dash. | <ol style="list-style-type: none"> 11. Omadagami, or John Bte Gouslin. 12. Gozino, or John B. Goudin. 13. Shis-hie, or John Antoine Buffalo. 14. Gohi-mahi, or Henry Buffalo. 15. John Buffalo, sr. (Ketous). 16. John B. St. John. 17. Michel Du Brez. 18. Louis Goudin, sr. 19. Na-wad-ji-wan, or Michel Bazinet. 20. Josette St. John. |
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I hand you herewith copy of Schedule No. 1 and Schedule No. 2 of allotments of lands made by Agent J. L. Mahan to Chippewa Indians of Lake Superior, on the La Pointe or Bad River Reservation, in Wisconsin, under the provisions of said treaty of September 30, 1854, which you are instructed to take with you to said reservation, and there carefully examine the same, determine whether such allotments were correctly made, and report your conclusions thereon for the action of this office.

You are also instructed to visit the reservation of the Lac Court d'Oreilles band of Chippewa Indians in the State of Wisconsin, and make allotments of land to such of them as you may find are now entitled thereto under the provisions of the treaty of September 30, 1854, applying therein the same general rules, so far as practicable, hereinbefore prescribed for the same work among the Chippewas in Michigan. * * *

I inclose herewith copy of said communication of the honorable Secretary of the Interior authorizing your detail, and also various letters and documents and copies of others relating to the subjects to be investigated by you.

Very respectfully,

E. A. HAYT,
Commissioner.

EDWIN J. BROOKS, Esq.,
Present.

WASHINGTON, February 28, 1881.

SIR: Under date of 5th October, 1875, instructions were issued to I. L. Mahan, United States Indian agent, in accordance with authority contained in Department letter to this office of September 30, 1875, to make allotments of land in severalty to such individuals as were properly members of that subdivision of the La Pointe band of Chippewas of Lake Superior, of which Buffalo was chief, and who were then residing upon the Red Cliff Reservation in Wisconsin.

This reservation, as defined by the sixth clause of the second article of the treaty of September 30, 1854, with the Chippewas of Lake Superior (Stat., 10, p. 1110), consists of four sections of land selected in September, 1855, under the authority of the Secretary of the Interior.

Under date of July 10, 1878, E. J. Brooks was detailed by the Department to perform certain duties in Michigan, Wisconsin, and Minnesota, among which was the allotment of land under the Chippewa treaty above referred to. He and I. L. Mahan, then agent, now inspector, in August, 1878, made allotments to sixteen Indians on Red Cliff Reservation, as appears from a list in this office; but on examination it is found that three of these allotments were for tracts which had previously been patented to other Indians under the same treaty.

Under date of 12th instant, Agent S. E. Mahan states that Frank Chingway, to whom an allotment was made in 1878 by Agent Mahan and Special Agent Brooks, has abandoned his place and taken up a residence on Bad River Reserve, and therefore recommends that his allotment be given to John Jibway and Charles Charrette, who he reports are worthy and will make improvements and accept the allotment as full if assigned to them.

The accompanying schedule is made from the list of allotments made by Agent I. L. Mahan, Special Agent Brooks, and the recommendation of Agent S. E. Mahan, omitting the three allotments for which patents have been issued, as before stated, and including the change of allotments recommended by Agent Mahan, and is respectfully submitted with the recommendation that the same be laid before the President for his approval, and when approved that it be returned to this office.

Very respectfully, your obedient servant,

THOS. M. NICHOL,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, March 5, 1881.

SIR: The second and third clauses of the second article of the treaty of September 30, 1854, with the Chippewa Indians of Lake Superior and the Mississippi (Stats., 10, p. 1109), makes provision for reservations for the La Pointe, or as now called, the Bad River band, and the Lac Court Oreille band of Chippewas.

Article 3 of said treaty stipulates that "the United States will define the boundaries of the reserved tracts, whenever it may be necessary, by actual survey, and the President may, from time to time, at his discretion cause the whole to be surveyed, and may assign to each head of a family or single person over twenty-one years of age eighty acres of land for his or their separate use; and he may at his discretion, as fast as the occupants become capable of transacting their own affairs, issue patents therefor to such occupants, with such restrictions of the power of alienation as he may see fit to impose."

The reservations thus provided for were duly surveyed and allotments were made to a portion of the La Pointe band and patents therefor have been issued containing a stipulation that the allottees and their heirs "shall not sell, lease, or in any manner alienate" the tracts allotted "without the consent of the President of the United States."

Under date of April 10, 1875, I. L. Mahan, United States Indian agent at La Pointe Agency, was instructed to make additional allotments to such other members of the La Pointe band as might be entitled thereto, and also to such of the Lac Court Oreille band as might be entitled (see copy of said instructions herewith). By instructions from this office dated July 20, 1878, Edwin J. Brooks, who, under date of 10th of that month, was detailed by the Department as a special agent to perform certain duties in the States of Michigan, Wisconsin, and Minnesota, was directed to examine allotments made by Agent Mahan under the aforesaid instructions, and also to make allotments to such of the Lac Court Oreille band as he might find entitled.

I have the honor to submit herewith two schedules of allotments made by the former agent (now inspector), Mahan, and Special Agent Brooks, pursuant to the instructions referred to, one comprising 138 allotments to members of the La Pointe or Bad River band, embracing in the aggregate 10,756.05 acres, and the other comprising 186 allotments to the Lac Court Oreille band, embracing in the aggregate 14,774.65 acres, and recommend that the same be laid before the President for his approval, as was done with former schedules under the same treaty, and that after such approval the schedules may be returned to this office for the preparation of copies to be transmitted to the General Land Office by the Department for the issue of patents.

In connection with the matter I invite attention to allotments Nos. 64, 65, 68, and 70 on the La Pointe list, and Nos. 5, 11, 17, and 89 on the Lac Court Oreille list, where—in the first named list—there are excesses ranging from 13.77 to 15.15 acres, and in the latter from 13.93 to 25.74 acres.

In all these cases, however, it appears, from an examination of the township plats, that the agent and special agent who made the allotments were compelled to allot subdivisions giving such excesses, or to make allotments of subdivisions much smaller in area than the 80 acres, to which the Indians are entitled under the treaty, or that they included small lots bordering on lakes where to have excluded them would have detached them from any other land and would have been an inducement to the Indian or some other party unlawfully to appropriate the timber on it.

It will be observed also that the average area of allotments on the La Pointe list is 77.94 acres or 2.06 acres less than the amount allowed by the treaty, and on the Lac Court Oreille list the average is 79.43 acres or .57 of an acre less than that amount.

In the opinion of this office the ends of justice will be subserved if these lists are approved as they stand.

Very respectfully, your obedient servant,

THOS. M. NICHOL,
Acting Commissioner.

The SECRETARY OF THE TREASURY.

DEPARTMENT OF THE INTERIOR,
Washington, March 5, 1881.

SIR: I return herewith, approved by the President under date of 3d instant, the schedule of allotments to the subdivision of the La Pointe band of Chippewas of which Buffalo was chief, in accordance with the provisions of the treaty of September 30, 1854 (10 Stats., 1110), as recommended in your letter of 23th ultimo, transmitting said schedule.

Very respectfully,

C. SCHUEZ,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., March 12, 1881.

SIR: I return herewith, approved by the President, the schedules of allotments of lands, two in number, for the La Pointe or Bad River and Lac Court Oreille bands of Chippewa Indians, respectively, which accompanied your letter of the 5th instant, requesting such action.

Very respectfully,

S. J. KIRKWOOD,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, March 16, 1881.

SIR: Referring to Department letter of 5th instant, returning a schedule of allotments to members of that subdivision of the La Pointe band of Chippewa Indians of which Buffalo was chief, with the approval of the President indorsed thereon, I have the honor to submit herewith a copy of the same, and request that it be forwarded to the Commissioner of the General Land Office, with directions to issue patents for the allotments therein described (except as hereinafter noted), in accordance with the third article of the treaty of September 30, 1854, with the Chippewas of Lake Superior and the Mississippi (10 Stats., 1110), with a restriction similar to that incorporated in the patents heretofore issued to other Indians of the same band under this treaty, viz: That the lands shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person or persons whomsoever, without the consent of the President of the United States.

Since submitting the schedule to the Department, on 28th ultimo, it has been discovered that two, and possibly three, of the names of allottees thereon are identical with the names of mixed-blood Chippewas in whose favor scrip was heretofore issued in accordance with departmental ruling, under the seventh clause of the second article of the same treaty under which the allotments have been made. The allotments referred to are those numbered 7, 8, and 9 on the schedule herewith, in the names of John Jibway, Charles Charrette, and Joseph Dijodon, or Joseph Artichre, respectively.

It appears from the records of this office that scrip No. 32 C was issued in favor of "John Jibway," and that with it was located the northwest quarter of northeast quarter and northeast quarter of northwest quarter of section 10, township 54 north, range 24 west, Saint Cloud land district, Minnesota, and patent issued therefor August 20, 1869. Scrip No. 273 C was issued in the name of Charles Charrette, was sold to Isaac Van Ettan, of Saint Paul, Minn., for \$80, was located upon the west half of southwest

quarter, section 8, township 7 north, range 10 west, San Francisco land district, California, and patent for the location was issued May 10, 1869.

These two names are precisely the same as Nos. 7 and 8 on the schedule.

It is found that scrip Nos. 50, 52, and 80 were issued in the name of "Joseph Dejadon, sr.," "Joseph Dejadon, jr.," and "Joseph Dejadon, 3d.," respectively; Nos. 50 and 80 having been located on lands within the Superior land district, Wisconsin, and No. 52 on land in the Portland land district, Minnesota, and patents having been issued for each of the locations thus made.

The name "Joseph Dijodon," as on the schedule of allotments, is so similar to "Joseph Dejadon," the name of the scribees, as to raise the inquiry whether they do not belong to the same person.

Should these allottees be the same Indians as those in whose favor scrip was issued, the question presents itself, Are they entitled to scrip under the seventh clause of the second article of the treaty, and also to allotments and patents under the third article of said treaty? This question is now under consideration in this office with a view to its early presentation to the Department for decision, and it is therefore recommended that the Commissioner of the General Land Office be instructed to suspend the issue of patent in the three cases mentioned until the question shall have been determined, patents to be issued for the remainder of the allotments embraced in the schedule and transmitted to this office for delivery.

Very respectfully, your obedient servant,

THOS. M. NICHOL,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, May 10, 1881.

SIR: Referring to Department letter of 12th March last, returning two schedules of allotments, one to Indians of the La Pointe or Bad River band, and the other to Indians of the Lac Court Oreille band of Chippewas, under the treaty of September 30, 1854, with the Chippewas of Lake Superior and the Mississippi (Stats., 10, p. 1109), with the approval of the President indorsed thereon, under date of March 11, 1881, I have now the honor to submit herewith a copy of each of said lists, with the request that they may be forwarded to the General Land Office, with directions to issue patents for the allotments therein described, in accordance with the third article of said treaty, and with a restriction similar to that incorporated in patents heretofore issued to allottees under the same treaty, viz, that the lands shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person or persons whomsoever, without the consent of the President of the United States.

It is proper to remark that since submitting the lists to the Department on the 5th March a few names of allottees have been found to be identical with the names of parties in whose favor scrip was issued under the seventh clause of the second article of the same treaty; but I am orally informed by Mr. Brooks, who, as special agent, assisted Agent Mahan in making the allotments, that when they were made he and Agent Mahan had before them the lists of scribees found printed in House Ex. Doc. 193, Forty-second Congress, second session, and were careful to include in these lists only such as had not received scrip or in whose favor scrip had not been issued, and that the identity in names arises from the fact that different members of the same family bear the same name.

It is believed that the greatest possible care has been exercised in making these allotments to include in the lists only such as have an undoubted right to receive them, and I have therefore recommended the issue of patents, and request that when issued they may be returned to this office for delivery to the parties entitled.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

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

SIR: I send you by to-day's mail 131 patents, issued June 20, 1881, to certain members of the La Pointe or Bad River band of the Chippewas of Lake Superior, whose selections were approved by the President on the 11th of March last. These patents were

received from the General Land Office on the 17th ultimo, and are now forwarded to you for delivery. You will acknowledge the receipt of the same, and on the delivery of each patent take a receipt therefor from each patentee, and when they have been delivered you will forward the receipts for the files of this office. Each of these patents contain the restrictive clause that the patentee and his or her heirs "shall not sell, lease, or in any manner alienate said tract without the consent of the President."

The patent for one selection, No. 40, made by La Louisa Haskins, had to be returned to the General Land Office for cancellation and the issue of a new patent, because of an error in the area of lot 3 of section 13, township 46, range 3 west, being 8 acres instead of eight one-hundredths of an acre, as reported in the schedule of allotments and carried into the patent. When this correction is made, and the new patent issued, it will be duly forwarded to you for delivery.

I have withheld four patents until satisfied as to the identity of the patentee, viz:

(1) Ba-daw-sin-o-kwa, or Abba Spooner, to whom has been patented (June 20, 1881) the northwest quarter of southeast quarter and lots 2 and 3 of section 6, township 47, range 1 = 77.10 acres.

The records of this office show that there was patented to one Abby Spooner, as teacher, under the tenth article of the treaty of 1854 (10 Stats., p. 1111) on the 1st day of April, 1865, lots 4, 8, and 10, section 26, township 48, range 3 = 73.25 acres.

(2) Ne-ka-nee, or Leonard Wheeler, to whom has been patented (June 20, 1881) the east half of southeast quarter of section 14, township 47, range 2 = 80 acres.

The records of this office show that there was patented to one Leonard H. Wheeler, as missionary, under the same article of said treaty of 1854, on the 1st day of April, 1865, lots 2, 3, and 5 of section 26, township 48, range 3 = 94.86 acres.

(3) Me-zhe-na-wance, to whom has been patented (June 20, 1881) lots 1 and 2 of section 35, township 48, range 2 = 76.75 acres.

The records of this office show there was patented to Me-che-na-wa, on the 11th of May, 1867, lots 10 and 11 of section 12, and lot 4 of section 13, township 47, range 3 = 73.55 acres.

(4) Da-daw-ko-se-day, to whom has been patented (June 20, 1881) the east half of the southwest quarter of section 34, township 48, range 3, 80 acres. The records of this office show that there was patented to Da-daw-ko-ze-day, on May 11, 1867, lot 10, section 23, township 47, range 3, 79.75 acres. You will furnish this office with the evidence whether the parties herein named as having patents issued to them June 20, 1881, are not the same persons to whom patents were issued in 1865 and 1867. When satisfactory evidence is furnished that these parties are not identical the patents will be forwarded to you for delivery.

Two of the 138 allotments made were suspended in the General Land Office, viz:

No. 96.—Aga-ze-gaw-ben-e-kwa, lot 3, section 13, township 47, range 3, 35 acres; lot 5 section 13, township 47, range 3, 24.50 acres; lot 9, section 13, township 47, range 3, 56.50 acres; total, 81.35 acres.

No. 107.—Gaw-wa-iosh, lot 2, section 25, township 47, range 3, 62.20 acres; lot 8, section 25, township 47, range 3, 21.65 acres; total, 83.85 acres.

No. 96 is suspended because lot 5 had been heretofore selected, but not patented, by Ne-zho-be-nace, and No. 107 because lot 8 had been selected and approved in 1867, but not patented, by Gaw-wa-yaw-she.

You will make an immediate investigation of these four withheld patent cases and the two suspended cases as to who are entitled to a patent for the land in question, and make an early report on the same.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DUFFEE, Esq.,
U. S. Indian Agent, Bayfield, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, December 13, 1881.

SIR: I send you by to-day's mail 178 patents, issued June 20, 1881, and 2 patents issued November 17, 1881, to certain members of the La Court Oreille band of the Chippewas of Lake Superior, whose selections were approved by the President March 11, 1881.

These patents were received from the General Land Office on the 17th and 22d ultimo, and are now forwarded to you for delivery.

You will acknowledge the receipt of the same, and on the delivery of each patent take a receipt therefor from each patentee, and when they have been delivered you will forward the receipts for the files of this office.

Each of these patents contains the restrictive clause that the patentee and his or her heirs "shall not sell, lease, or in any manner alienate said tract without the consent of the President." In the delivery of the patents for the four following selections, namely:

No. 107, made by I-na-sa-mi for the north half of the northeast quarter of section 20, township 29, range 8 west—80 acres;

No. 177, made by I-na-sa-mi, jr. for the south half of the northeast quarter section 12, township 38, range 9 west—80 acres;

No. 118, made by Git-chi-i-kwe for lot 3 and northwest quarter of southeast quarter section 27, township 39, range 8 west—67.14 acres;

No. 159, made by Git-chi-i-kwe, sr., for the west half of the northeast quarter section 34, township 39, range 8 west—80 acres.

You will be careful to identify such of the four persons in the receipt each may give you, so that this office may be able hereafter to designate No. 107 from No. 177 and No. 118 from No. 159 by said receipt or by explanation you may furnish this office.

I have withheld the six following patents until satisfied as to the identity of the patentees:

(1) No. 9, issued in the name of Be-mo-sa-gi-zhig for the west half of the northwest quarter of section 29, township 40 north, range 6 west—80 acres;

(2) No. 78, issued in the name of Be-mo-sa-ge-zhig for lots 6 and 7 of section 6, township 38 north, range 8 west—80 acres;

(3) No. 70, issued in the name of Ne-kins for lots 2 and 3, section 36, township 40 north, range 7 west—81.38 acres;

(4) No. 134, issued in the name of Na-kins for the south half of southwest quarter section 29, township 39 north, range 8 west—80 acres;

(5) No. 106, Ni-bi-ni-gi-jig for the west half of southwest quarter section 19, township 39, range 8 west—76.59 acres;

(6) No. 130, Ni-ba-ni-gi-jig for the south half of northwest quarter section 29, township 39, range 8 west—80 acres.

When you have furnished this office with the evidence that these parties are not identical the patents will be forwarded to you for delivery.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, Bayfield, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, August 15, 1882.

SIR: The second clause of the second article of the treaty of September 30, 1854, with the Chippewa Indians of Lake Superior and the Mississippi (10 Stat., 1109), provides for a reservation for the La Pointe or Bad River band of Chippewas.

The third article stipulates that "the United States will define the boundaries of the reserved tracts, whenever it may be necessary, by actual survey, and the President may, from time to time, at his discretion, cause the whole to be surveyed, and may assign to each head of a family or single person over twenty-one years of age 80 acres of land for his or their separate use; and he may, at his discretion, as fast as the occupants become capable of transacting their own affairs, issue patents therefor to such occupants, with such restrictions of the power of alienation as he may see fit to impose."

The reservation thus provided for was duly surveyed, and allotments were made to a portion of the band and patents issued therefor in 1867.

Under date of April 10, 1875, Agent Mahan was instructed to make additional allotments to such other members of the band as might be entitled thereto.

By instructions from this office, dated July 20, 1878, Special Agent E. J. Brooks was directed to examine allotments made by Agent Mahan under the aforesaid instructions.

On the 5th of March, 1881, a schedule of allotments of land for these Indians, containing one hundred and thirty-eight names, was submitted for the approval of the President. Said schedule was returned to this office March 12, 1881, having been approved by the President March 11, 1881.

On the 10th of May, 1881, the schedule was transmitted to the Department with a request that patents be directed to be issued, which was done on the 20th of June, 1881.

I now have the honor to submit herewith three schedules of allotments of land made by Agent Mahan and Special Agent Brooks, September 3, 1878, pursuant to the instructions before referred to.

No. 1 comprises fourteen names of mixed bloods belonging to the La Pointe band.

No. 2 comprises seventeen names of mixed bloods whose fathers received scrip under the seventh clause of the second article of the treaty of September 30, 1854; and

No. 3 comprises six names of mixed bloods who received scrip under the seventh clause of said article.

The clause referred to is in the following language: "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 80 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."

So far as the persons comprised in schedule 1 are concerned, I see no reason why the allotments made to them should not be confirmed.

The fact that the fathers of those comprised in list 2 have received scrip is not, I submit, sufficient reason for depriving these persons of the benefits of said article. The agent and special agent certify that these persons are members of the La Pointe or Bad River bands of Chippewa Indians, that the names of each were separately submitted to the chiefs and members of said bands in council assembled, and that they are entitled to allotments on said reservation. They have not received scrip or other benefit under the seventh clause of the second article. I accordingly recommend that these schedules be submitted to the President for his approval.

The six persons comprised in schedule 3 each received scrip for 80 acres of land, which has been patented to them under the seventh clause of the second article of the treaty of 1854.

As these persons have received the benefits conferred by the second article, I am of the opinion that they are not entitled to patents under the third article of the treaty.

The return of the schedules is requested.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

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

SIR: I transmit herewith three patents issued June 20, 1881, to Badawsinokwa, or Abba Spooner, Nekanee or Leonard Wheeler, and Me-zhe-na-wance, members of the La Pointe or Bad River band of Chippewa Indians, whose selections were approved by the President on the 11th of March, 1881, which patents were withheld for evidence that said parties were not identical with others to whom patents had been issued.

These patents are now forwarded for delivery, you having reported under date of March 2, 1882, that the parties are legally entitled to the same.

I also inclose for delivery patent dated July 11, 1882, in favor of La Louisa Haskins, issued in lieu of patent dated June 20, 1881, which was returned to the General Land Office for cancellation because of an error in the area of lot 3, section 13, township 46, range 3, west.

You will acknowledge the receipt of the patents, and on the delivery of each take a receipt therefor from the patentee, and forward the same for the files of this office.

Very respectfully,

E. L. STEVENS,
Assistant Commissioner.

W. R. DUFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Bayfield, Wis.

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

SIR: I am in receipt of your communication dated April 28, 1882, in reply to office letter dated December 13, 1881, relative to the identity of certain patentees, members of the Lac Court Oreille band of Chippewa Indians.

The parties having been sufficiently identified, I herewith transmit the patents as follows: No. 9 issued to Be-mo-sa-gi-zhig; No. 78, to Be-mo-sa-ge-zhig; No. 70, to Nekins; No. 134, to Nakins; No. 106, to Ni-bi-ni-gi-zhig; and No. 130, to Ni-ba-ni-gi-zig.

I do not deem the inaccuracies in spelling mentioned by you as material.

You will therefore deliver the patents to the parties for whom they were intended, as stated in your letter, and take the receipts therefor, which you will transmit for the files of this office.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

W. R. DUFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Bayfield, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, August 24, 1882.

SIR: I send you by to-day's mail ten patents, issued December 14, 1881, in favor of certain members of the La Pointe band of Chippewa Indians, of which Buffalo was chief, whose selections were approved by the President March 3, 1881.

The patents were received from the General Land Office December 22, 1881, and are forwarded to you for delivery. You will acknowledge the receipt of the same, and on the delivery of each patent take a receipt therefor from the patentee and forward the same for the files of this office.

Each of these patents contains the restrictive clause that the patentee and his or her heirs "shall not sell, lease, or in any manner alienate said tract without the consent of the President."

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

W. R. DUFFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Bayfield, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, August 25, 1882.

SIR: Referring to Department letter, dated the 21st instant, returning schedules 1 and 2 of allotments of land to Chippewa Indians of the La Pointe or Bad River band, under the third article of the treaty of September 30, 1854, with the Chippewas of Lake Superior and the Mississippi (10 Stat., 1109), with the approval of the President indorsed thereon, under date of August 19, 1882, I now have the honor to submit herewith a copy of each of said schedules, with the request that they may be forwarded to the Commissioner of the General Land Office, with directions to issue patents for the allotments therein described, in accordance with the third article of the said treaty, and with a restriction similar to that incorporated in patents heretofore issued to allottees under the same treaty, viz: "That the lands shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person or persons whomsoever, without the consent of the President of the United States."

I also request that when issued the patents may be sent to this office for delivery to the parties entitled thereto.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 7, 1882.

SIR: I am in receipt of your communication dated September 30, 1882, in which you inclose lists of application for allotments on Bad River and Lac Court Oreilles Reservations, and ask for instructions as to what action you shall take with regard to them.

In reply I have to instruct you to make the allotments to such of the applicants as are entitled thereto who are resident upon the respective reservations. The allotments should include as far as practicable any improvements made by the applicant, and should not include improvements made by any other than the applicant. The allotments should also be submitted to the chiefs and head-men of the respective reservations in council assembled.

You will prepare a list of the allotments made upon the blank allotment sheets, append your certificate, and forward the same to this office.

I transmit by this mail blank schedules and a form for your guidance.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DUFFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, January 24, 1883.

SIR: I transmit herewith, for delivery to the parties entitled thereto, twenty-nine patents, issued December 21, 1882, to members of the La Pointe or Bad River band of Chippewa Indians, under the treaty of September 30, 1854.

You will acknowledge the receipt of the patents, and on the delivery of each take a receipt therefor from the patentee, and forward the same for the files of this office.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, February 23, 1883.

SIR: The third clause of the second article of the treaty of September 30, 1854, with the Chippewa Indians of Lake Superior and the Mississippi (10 Stat., 1109), provides for a reservation for certain Wisconsin bands on Lac Court Oreilles.

The third article stipulates that "the United States will define the boundaries of the reserved tracts, whenever it may be necessary, by actual survey, and the President may from time to time, at his discretion, cause the whole to be surveyed, and may assign to each head of a family or single person over twenty-one years of age, 80 acres of land for his or their separate use, and he may at his discretion, as fast as the occupants become capable of transacting their own affairs, issue patents therefor to such occupants, with such restrictions of the power of alienation as he may see fit to impose."

The reservation thus provided for was duly surveyed.

Under date of April 10, 1875, late Agent Mahan was instructed to make allotments to such of the Lac Court Oreilles bands as might be entitled thereto.

By instructions from this office, dated July 20, 1878, Special Agent E. J. Brooks was directed to examine allotments made by Agent Mahan under the aforesaid instructions.

On the 5th of March, 1881, a schedule of allotments of land for these Indians, containing one hundred and eighty-six names, was submitted for the approval of the President. Said schedule was returned to this office March 12, 1881, having been approved by the President March 11, 1881, and patents were issued June 20, 1881.

I now have the honor to submit herewith two schedules of allotments of land made by Agent Mahan and Special Agent Brooks September 24, 1878, pursuant to the instructions before referred to.

No. 1 comprises two names of mixed bloods belonging to the Lac Court Oreille band.

No. 2 comprises sixteen names of mixed bloods whose fathers received scrip under the seventh clause of the second article of the treaty of 1854, except No. 6, a widow, whose husband received scrip.

The selection made by John B. Laroque (No. 16) was found to have been patented to another person. He therefore made a new selection, as stated by Agent Durfee in his letter of the 14th instant, and the schedule has been corrected accordingly.

The seventh clause above referred to 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 80 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."

In the case of the mixed bloods of the La Pointe or Bad River bands, under the same treaty which was submitted to you in office report dated August 15 last, it was held that the fact that their fathers received scrip under the seventh clause of the second article did not deprive the children of the right to allotments under the third article. The schedule was approved by the President August 19, 1882, and returned by the Acting Secretary August 21, 1882.

In accordance with the action in those cases, I have approved the accompanying schedules and recommend that they be submitted to the President for his approval. The return of the schedule is requested.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, March 5, 1883.

SIR: I am in receipt of a communication from Joseph D. Gurnoe, of the Lac Court Oreilles Reservation, dated February 15, 1883, in which he states in substance that, acting under the belief that the allotment bill would become a law, many of the Indians on that reservation have selected 40-acre tracts for their minor children and made improvements thereon and asks that something be done for their relief. While there is no authority for making such selections, and the allotments can only be made to the children when they become of age, yet I think that when improvements have been made in good faith the land upon which they are situated should not be allotted to other parties.

*In making allotments, therefore, you will respect as far as possible the selections made for minor children, especially where there are improvements thereon. At the same time you will inform the Indians that minors are not entitled to allotments under the treaty, and that no further selections should be made for them.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, March 10, 1883.

SIR: Referring to Department letter dated March 3, 1883, returning two schedules of allotments of land to certain members of the Lac Court Oreille band of Chippewas of Lake Superior, in the State of Wisconsin, under the provisions of the treaty of September 30, 1854 (10 Stat., 1109), with the approval of the President indorsed thereon under date of March 1, 1883, I now have the honor to transmit herewith a copy of each of said schedules, with the request that they may be forwarded to the Commissioner of the General Land Office, with directions to issue patents for the allotments therein described, in accordance with the third article of said treaty, and with a restriction similar to that incorporated in patents heretofore issued to allottees under the same treaty, viz: "That the land shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person or persons whomsoever, without the consent of the President of the United States."

I also request that when issued the patents may be sent to this office for delivery to the parties entitled thereto.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, April 10, 1883.

SIR: I transmit herewith, for delivery to the parties legally entitled thereto, eighteen patents, dated March 27, 1883, in favor of certain members of the Lac Court Oreille bands, under the treaty of September 30, 1854, with the Chippewa Indians of Lake Superior and the Mississippi for lands in Wisconsin.

You will acknowledge the receipts of these patents, and upon delivery to the patentees take their receipt therefor, which you will forward for the files of this office.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, May 17, 1883.

SIR: I am in receipt of your communication dated May 9, 1883, in which you inclose list of applications for allotments upon Lac Court Oreilles Reservation, and state that

they have been submitted to the Indians in council and approved by them, and recommend that patents be issued.

On the 30th of September, 1882, you inclosed lists of applications for allotments on Bad River and Lac Court Oreilles and asked for instructions.

On the 7th of October, 1882, the lists were returned to you with instructions to prepare a list of the allotments upon the blank allotment sheets, append your certificate, and forward the same to this office. Blank schedules and a form of certificate for your guidance were sent you.

You will prepare the list of allotments, which is herewith returned, in accordance with those instructions.

Your attention is called to letter of March 5 last, in which you were instructed that where improvements have been made in good faith for the benefit of minors, the land upon which they are situated should not be allotted to other parties.

Also to instructions in letter of October 7, 1882, that allotments should include, as far as practicable, any improvements made by the applicant, and should not include improvements made by any other than the applicant.

In forwarding the list you will report particularly upon the case of George Buck, as to whether his allotment includes improvements made by any other person.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, September 12, 1883.

SIR: I have the honor to submit herewith a schedule of allotments of land made to the Chippewa Indians of Lake Superior and the Mississippi on the Lac Court Oreilles Reservation in Wisconsin, in compliance with the terms of the third article of the treaty of September 30, 1854 (10 Stats., 1109), by Agent Durfee, June 30, 1883.

Allotment No. 75 is in favor of one George Buck. Regarding this allotment Agent Durfee states that Joseph D. Gurnoe has improved the claim by building upon it a good dwelling and store-house and clearing and planting a considerable portion of the land.

From the correspondence with Gurnoe it is learned that he has improved this land with the view to selecting it for his minor children in the event of the passage of an act of Congress authorizing such selection.

While the treaty does not authorize selections by or for minors, I do not think that so long as there is plenty of land in the reservation persons should be allowed to select land occupied and improved by others in good faith.

I have therefore instructed Agent Durfee to protect improvements already made on behalf of minors, that such selections may be allotted to them when they become of age, but to notify the Indians that there is no authority for such selections, and that they must not hereafter be made.

In accordance with this action I have disapproved the allotment of George Buck, approved the schedule with that exception, and recommend that it be submitted to the President for his approval.

I inclose letter of Joseph D. Gurnoe and of Agent Durfee, returning the same with report, and request their return.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, September 20, 1883.

SIR: I am in receipt of Department reference of a petition addressed to the President, and purporting to be signed by eight of the chiefs and head-men of the La Pointe or Bad River Indians, in which they complain that half-breeds have received assignments of land within the reservation, and claim the treaty of 1854 provided that the mixed bloods should be given 80 acres of land under the direction of the President; that they were then put off the reservation, and that the land given by the treaty would not be given to the mixed bloods. They also state that they have a great deal of trouble with the half-breeds.

The seventh clause of the second article of the treaty of September 30, 1854 (10 Stat., 1110), provides that "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 80 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."

The treaty does not specify whether such selections shall be made within or outside the reservation.

Under the seventh clause, above quoted, scrip was issued to the mixed bloods which, until October 28, 1868, was held to be locatable upon any of the lands of the United States subject to pre-emption and settlement, and after that date upon any of the territory acquired from their own people. A number of the mixed bloods did not receive scrip or 80 acres of land under the seventh clause of the second article of the treaty.

On the 3d of September, 1878, Agent I. L. Mahan and Special Agent Brooks made allotments to 31 such mixed bloods, under the third article of the treaty, certifying that they were members of the La Pointe or Bad River bands of Chippewa Indians, that the names of each were separately submitted to the chiefs and members of said bands in council assembled, that they were by said Indians admitted to be members of said bands and entitled to allotments on said reservation, and that they each and all expressed themselves as fully satisfied that the allotments should be made. Under date of August 15, 1882, the lists were submitted to the Department with the opinion that these mixed bloods were entitled to allotments under the third article of the treaty, and were approved by the President August 19, 1882. Under these circumstances it is not believed that the Indians have any just cause of complaint on account of patents being issued to mixed bloods.

You will communicate this letter to the Indians whose names are signed to the petition, a copy of which is inclosed.

You will also report whether the dissatisfaction indicated is general or confined to the signers, and whether any just cause of complaint against the mixed bloods exists.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DUFFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, September 22, 1883.

SIR: Referring to Department letter dated September 17, 1883, returning schedule of allotments of land to Chippewa Indians of Lac Court Oreilles, under the third article of the treaty of September 30, 1854, with the Chippewas of Lake Superior and the Mississippi (10 Stat., 1109), with the approval of the President ("with the exception noted") indorsed thereon, under date of September 13, 1883, I now have the honor to submit herewith a copy of said schedule, with the request that it may be forwarded to the Commissioner of the General Land Office, with directions to issue patents for the allotments therein described, in accordance with the third article of the said treaty, and with a restriction similar to that incorporated in patents heretofore issued under the same treaty, viz:

"That the lands shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person or persons whomsoever without the consent of the President of the United States."

I also request that when issued the patents may be sent to this office for delivery to the parties entitled thereto.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, November 12, 1883.

SIR: I transmit herewith, for delivery to the parties legally entitled thereto, seventy-seven patents, dated October 15, 1883, in favor of certain members of the Lac Court Oreille band of Chippewa Indians of Lake Superior and the Mississippi, under the third article of the treaty of September 30, 1854, with said Indians, for lands in Wisconsin.

You will acknowledge the receipt of the patents, and upon delivery to the parties take receipts therefor in duplicate, forwarding one copy for the files of this office.

Allotment No. 75, to George Buck, was disapproved. The patent to No-no-gi-ji-go-kwe (allottee No. 8), is delayed by the change in her allotment.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, May 31, 1884.

SIR: Referring to your communication dated April 9, 1864, with which you transmit schedule of applications for allotments on the Bad River Reservation which were objected to by the Indians in council, I have to state that under the decision of the Secretary of the Interior of August 21, 1862, approving certain schedules of allotments to Indians on the Bad River Reservation, mixed bloods, being members of the Bad River bands, who did not receive scrip under the seventh clause of the second article of the treaty of September 30, 1854, are entitled to allotments under the third article of that treaty.

It has also been decided in several instances that an Indian woman married to a white man is the head of an Indian family.

It is therefore believed that all of the parties mentioned in your letter (Nos. 1, 15, 21, 28, 29, 30, 31, 32, 37, 57, and 71) are entitled to allotments, and you will make up a schedule comprising the same, attach your certificate thereto, to the effect that the parties are members of the Bad River bands and entitled to allotments, and forward the same to this office.

You will also add any others who have applied and been rejected on similar grounds, if they come within the rulings herein given.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Wisconsin.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, October 23, 1884.

SIR: I have the honor to submit herewith two schedules of allotments of land, made to the Chippewa Indians of Lake Superior on the La Pointe or Bad River Reservation in Wisconsin, in compliance with the terms of the third article of the treaty of September 30, 1854 (10 Stats., 1109), by Agent Durfee, March 13 and July 31, 1884.

I have approved the schedules and recommended that they be laid before the President for his approval.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, November 10, 1884.

SIR: Referring to Department letter, dated October 29, 1884, returning two schedules of allotments of land to certain members of the La Pointe or Bad River band of Chippewas of Lake Superior in the State of Wisconsin, under the provisions of the treaty of September 30, 1854, (10 Stats., 1109), with the approval of the President indorsed thereon, under date of October 27, 1884, I now have the honor to transmit herewith a copy of each of said schedules, with the request that they may be forwarded to the Commissioner of the General Land Office, with directions to issue patents for the allotments therein described, in accordance with the third article of said treaty, and with a restriction similar to that incorporated in patents heretofore issued to allottees under the same

treaty, viz: "That the land shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person or persons whomsoever, without the consent of the President of the United States."

I also request that when issued the patents may be sent to this office for delivery to the parties entitled thereto.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, November 24, 1884.

SIR: I have the honor to submit herewith a schedule of allotments of land made to the Chippewa Indians of Lake Superior on the Fond du Lac Reservation, in Minnesota, in compliance with the terms of the third article of the treaty of September 30, 1854 (10 Stats., 1109), by Agent Durfee, September 27, 1884.

I have approved the schedule and recommend that it be laid before the President for his approval.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, December 23, 1884.

SIR: I transmit herewith for delivery to the parties legally entitled thereto thirty-two patents dated November 28, 1884, in favor of certain members of the La Pointe or Bad River band of Chippewa Indians of Lake Superior, under the treaty of September 30, 1854.

You will acknowledge the receipt of these patents, and, upon delivery to the parties, take their receipts therefor in duplicate, forwarding one copy for the files of this office.

Very respectfully,

H. PRICE,
Commissioner.

W. R. DURFEE, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, January 8, 1885.

SIR: Referring to Department letter, dated November 28, 1884, returning schedules of allotments of land to the Chippewa Indians on the Fond du Lac Reservation in Minnesota, under the third article of the treaty of September 30, 1854, with the Chippewas of Lake Superior and the Mississippi (10 Stats., 1109), with the approval of the President indorsed thereon under date of November 26, 1884, I now have the honor to submit herewith a copy of said schedule, with the request that it may be transmitted to the Commissioner of the General Land Office, with directions to issue patents for the allotments therein described, in accordance with the third article of the said treaty, and with a restriction similar to that incorporated in patents heretofore issued under the same treaty, viz:

"That the lands shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person or persons whomsoever, without the consent of the President of the United States."

I also request that when issued the patents may be sent to this office for delivery to parties entitled thereto.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, June 2, 1885.

SIR: I have the honor to submit herewith a schedule of allotments of land made to the Chippewa Indians of Lake Superior on the La Pointe or Bad River Reservation, in Wisconsin, in compliance with the terms of the third article of the treaty of September 30, 1854 (10 Stats., 1109), by late Agent Durfee, May 5, 1855.

I have approved the schedule, and recommend that the same be laid before the President for his approval.

Very respectfully, your obedient servant,

JNO. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, June 12, 1885.

SIR: I have the honor to submit herewith a schedule of allotments of land made to Chippewa Indians of Lake Superior on the Lac Court Oreilles Reservation, in Wisconsin, in compliance with the terms of the third article of the treaty concluded September 30, 1854 (10 Stats., 1109), by late Agent Durfee, May 5, 1885.

I have approved this schedule, and recommend that the same be laid before the President for his approval.

Very respectfully, your obedient servant,

JNO. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, June 16, 1885.

SIR: I have the honor to submit herewith schedule of allotments of land, made to the Chippewa Indians of Lake Superior, residing on the Lac Court Oreilles Reservation, in Wisconsin, in compliance with the terms of the third article of the treaty of September 30, 1854 (10 Stats., 1109), by late Agent Durfee, April 20, 1885.

I have approved the schedule, and recommend that the same be laid before the President for his approval.

Very respectfully, your obedient servant,

JNO. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, June 26, 1885.

SIR: Referring to Department letter, dated June 13, 1885, returning schedule of allotments of land to certain members of the La Pointe or Bad River band of Chippewas of Lake Superior, in the State of Wisconsin, under the provisions of the treaty of September 30, 1854 (10 Stats., 1109), with the approval of the President indorsed thereon, under date of June 11, 1885, I now have the honor to transmit herewith a copy of said schedule, with the request that it be forwarded to the Commissioner of the General Land Office, with directions to issue patents for the allotments therein described, in accordance with the provisions of the third article of said treaty, and with a restriction similar to that incorporated in patents heretofore issued to allottees under the same treaty, viz: "That the land shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person whomsoever, without the consent of the President of the United States."

I also request that, when issued, the patents be sent to this office for delivery to the parties legally entitled thereto.

Very respectfully, your obedient servant,

JNO. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, July 18, 1885.

SIR: Referring to Department letter, dated June 23, 1885, returning schedule of allotments of lands to certain members of the Lac Court Oreilles band of Chippewa Indians of Lake Superior, in the State of Wisconsin, under the provisions of the third article of the treaty of September 30, 1854 (10 Stats., 1109), with the approval of the President indorsed thereon, under date of June 19, 1885, I now have the honor to transmit herewith a copy of said schedule, with the request that it be forwarded to the Commissioner of the General Land Office, with directions to issue patents for the allotments therein described, in accordance with said third article, and with a restriction similar to that incorporated in patents heretofore issued to allottees under the same treaty, viz: "That the land shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person or persons whomsoever, without the consent of the President of the United States."

I also request that, when issued, the patents be sent to this office for delivery to the parties entitled thereto.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, July 18, 1885.

SIR: Referring to Department letter, dated June 23, 1885, returning schedule of allotments of land to certain members of the Lac Court Oreilles band of Chippewa Indians of Lake Superior, in Wisconsin, under the provisions of the treaty of September 30, 1854 (10 Stats., 1109), with the approval of the President indorsed thereon, under date of June 20, 1885, I now have the honor to transmit herewith copy of said schedule, with the request that the same be forwarded to the Commissioner of the General Land Office, with directions to issue patents for the allotments therein described, in accordance with the third article of said treaty, and with a restriction similar to that incorporated in patents heretofore issued to allottees under the same treaty, viz: "That the land shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person or persons whomsoever, without the consent of the President of the United States."

I also request that, when issued, the patents be sent to this office for delivery to the parties entitled thereto.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, August 5, 1885.

SIR: I transmit herewith, for delivery to the parties legally entitled thereto, thirty-one patents, dated July 28, 1885, in favor of certain members of the La Pointe or Bad River band of Chippewa Indians of Lake Superior, under the third article of the treaty of September 30, 1854, with said Indians, for lands in the State of Wisconsin. You will acknowledge the receipt of the same, and, upon delivery to the parties, take their receipts therefor in duplicate, forwarding one copy for the files of this office.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

JAMES T. GREGORY,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, November 28, 1885.

SIR: I transmit herewith, for delivery to the parties legally entitled thereto, forty-six patents, dated November 13, 1885, in favor of certain members of the Lac Court Oreilles

band of Chippewa Indians, under the treaty of September 30, 1854, for lands in Wisconsin.

You will acknowledge the receipt of the same, and upon delivery to the parties take their receipts therefor in duplicate, forwarding one copy for the files of this office.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

JAMES T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, December 3, 1885.

SIR: Referring to Department letter dated November 21, 1885, returning schedule of allotments of lands in severalty made by Agent Gregory to certain members of the La Pointe or Bad River band of Chippewas, of Lake Superior, in the State of Wisconsin, under the provisions of the third article of the treaty of September 30, 1854 (10 Stat., 1109) with the approval of the President indorsed thereon, under date of November 21, 1885,

I have the honor to transmit herewith a copy of said schedule, with the request that it be forwarded to the Commissioner of the General Land Office, with directions to issue patents for the allotments therein described, in accordance with the provisions of said third article, and with a restriction similar to that incorporated in patents heretofore issued to allottees under the same treaty, viz, "That the land shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person whomsoever, without the consent of the President of the United States."

I also request that, when issued, the patents be sent to this office for delivery to the parties legally entitled thereto.

I inclose copy of this report.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, January 16, 1886.

SIR: I transmit herewith for delivery to the parties legally entitled thereto, one hundred and forty-nine patents, dated November 13, 1885, in favor of certain members of the Lac Court Oreilles band of Chippewa Indians, under the third article of the treaty of September 30, 1854, with the Chippewas of Lake Superior and the Mississippi, for lands in the State of Wisconsin.

You will acknowledge the receipt of these patents, and upon delivery to the parties take their receipts therefor in duplicate, forwarding one copy for the files of this office.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

JAMES T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, January 19, 1886.

SIR: I transmit herewith for delivery to the parties legally entitled thereto, twenty-four patents, dated December 23, 1885, in favor of certain members of the La Pointe or Bad River bands of Chippewas of Lake Superior, under the third article of the treaty of September 30, 1854, for lands in the State of Wisconsin.

You will acknowledge receipt of the same, and upon delivery to the parties take their receipts therefor in duplicate, forwarding one copy for the files of this office

Very respectfully,

J. D. C. ATKINS,
Commissioner.

JAMES T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, September 9, 1886.

SIR: I transmit herewith, for delivery to the parties legally entitled thereto, forty patents, dated August 24, 1886, in favor of certain members of the Fond du Lac band of Chippewa Indians, under the treaty of September 30, 1854, with the Chippewas of Lake Superior and the Mississippi, for lands in the State of Minnesota.

You will acknowledge the receipt of the same, and upon delivery to the parties take their receipts therefor in duplicate, forwarding one copy for the files of this office.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, November 4, 1886.

SIR: I have the honor to submit herewith a schedule, in duplicate, of allotments of land made to the Chippewa Indians of Lake Superior, on the Lac du Flambeau Reservation, in Wisconsin, in compliance with the terms of the third article of the treaty of September 30, 1854 (10 Stats., 1109), by Agent Gregory.

I have approved the schedule and recommend that it be laid before the President for his approval.

Very respectfully, your obedient servant,

A. B. UPSHAW,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., December 5, 1887.

GREGORY,
Agent, Ashland, Wis.:

Following schedules of allotments have been approved by President; Fond du Lac certified June 10 last—same certified October 8, 1886; Lac du Flambeau certified June 13 last, and Red Cliff certified June 14 last.

Charge Indian Office.

A. B. UPSHAW,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, December 19, 1887.

SIR: In a communication dated October 12, 1887, Henry Dennis complains of the action of late Agent Durfee as to certain selections upon the Red Cliff Reservation.

His statement is to the effect that in December, 1884, he made application to locate lands, and was told by the agent that the lands were not subject to location, but to leave his list, and when they became subject to location his rights to the land would be first; that as soon as he learned that the land was subject to location he went to Ashland and again made application for the same, and was informed that as he was the first applicant it would be all right, but that the agent could not enter them up until after dinner; and that upon his return after dinner he found that the land had been credited to other parties.

He states that the locations desired are as follows: Henry Dennis, north half of northwest quarter section 18, township 51, range 3 west; Louis Gaudin, south half of southwest quarter section 17, township 51, range 3 west; Eli Gaudin, south half of southeast quarter section 17, township 51, range 3 west; Ed. Charlow, north half of northeast quarter section 18, township 51, range 3 west; John Charlow, south half of northwest quarter section 18, township 51, range 3 west; Ambrose Gaudin, south half of northeast quarter section 18, township 51, range 3 west.

Lands within this township could not be allotted prior to the passage of the act of February 8, 1887, being within the addition made to the treaty reservation by executive order, and no selections have been reported to this office.

The lands are now subject to selection, and if the parties named can show the best right to the described lands, they should be allowed to select them.

This matter is communicated for your information, that you may make proper investigation as to the rights of the parties when you come to make allotments upon that reservation.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

Hon. TOM WALL,
U. S. Special Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, December 28, 1887.

SIR: I transmit herewith schedule of allotments made to the Chippewa Indians of the Lac du Flambeau Reservation, certified by Agent Gregory August 20, 1886, which schedule was approved by the President November 9, 1886, but was mislaid in this office until after the passage of the severalty act.

The selections covered by this schedule should be reallocated, that patents may issue under the act of February 8, 1887.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

Hon. TOM WALL,
U. S. Special Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, January 10, 1888.

SIR: Referring to the last paragraph but one, in your instructions, dated December 9, 1887, I transmit herewith two schedules of allotments to the Lac du Flambeau Indians, and one to the Bad River Indians, approved by the President January 3, 1888.

The lands covered by the schedules should be allotted as in the case of those heretofore transmitted.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

Hon. TOM WALL,
U. S. Special Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, January 10, 1888.

SIR: The schedules of allotments to the Lac du Flambeau Indians, certified by you November 25 and December 29, 1886, respectively, were approved by the President January 3, 1888.

The schedule of allotments to the Indians on the Bad River Reservation was also approved on the same date, with the exception of allotments Nos. 21, 22, 23, and 41.

It is not intended that patents shall issue for these selections until they have been reallocated under the severalty act, but the allottees may contract for the sale of timber under the rules and regulations of the Department.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

JAMES T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS.

Washington, January 19, 1888.

SIR: The widest publicity should be given as to the time and manner of making allotments, so that all Indians entitled thereto will be fully advised in the premises.

I would like to be advised as to the date on which you entered upon duty, and as to the reservation on which you are now at work.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

Hon. TOM WALL,

U. S. Special Agent, La Pointe Agency, Ashland, Wis.

MEMORANDA.

For copies of other letters relating to allotments under act of February 8, 1887, see "Report of proceedings of the Select Committee of Indian Traders," etc., pages 19, 20, and 24

ALLOTMENT SCHEDULE SUPPLEMENTAL TO GROUP 4.

Schedule of allotments of lands made September 3, 1878, to Chippewa Indians of Lake Superior on the La Pointe or Bad River Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian Agent, and the further instructions of July 20, 1878, to Special Agent E. J. Brooks.]

N ^o . of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township north.	Range west.	Acres.
1	Shaw-bon-desh-kong	1	.....	.....	{ SW. $\frac{1}{4}$ NW. $\frac{1}{4}$	14	46	2	40
					{ NW. $\frac{1}{4}$ NW. $\frac{1}{4}$	14	46	2	40
The names of 139 other allottees follow with the descriptions of the several tracts allotted them.									

We hereby certify on honor that the foregoing list of allotments is correct and just; that the parties to whom the same have been made are members of the La Pointe or Bad River bands of Chippewa Indians; that the names of each were separately submitted to the chiefs and members of said bands in council assembled; that they were by said Indians admitted to be members of said bands and entitled to allotments on said reservation, and that they each and all expressed themselves as fully satisfied that the allotments named on said list should be made as therein set forth, and we respectfully recommend that patents be issued for the same.

Dated at Bad River Reservation, Wis., September 3, 1878.

I. L. MAHAN,
U. S. Indian Agent.
E. J. BROOKS,
Special Agent.

DEPARTMENT OF THE INTERIOR,

Office of Indian Affairs, March 5, 1881.

The foregoing schedule comprising a list of allotments in severalty assigned by United States Indian Agent I. L. Mahan and Special Agent E. J. Brooks to Chippewa Indians of Lake Superior, on the La Pointe or Bad River Reservation, Wis., in accordance with the terms of the third article of the treaty of September 30, 1854, with the Chippewas of Lake Superior and the Mississippi, and instructions from this office dated April 10,

1875, to I. L. Mahan, United States Indian Agent, and July 20, 1878, to E. J. Brooks, special agent, is respectfully submitted to the honorable Secretary of the Interior with the recommendation that the same may be presented to the President for his approval.

THOS. M. NICHOL,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
March 9, 1881.

Respectfully laid before the President for his approval as recommended by the Acting Commissioner of Indian Affairs.

S. J. KIRKWOOD,
Secretary.

EXECUTIVE MANSION, March 11, 1881.

Approved.

JAMES A. GARFIELD.

(Patents issued June 20, 1881.)

Schedule of allotments of land in severally assigned to members of that subdivision of the La Pointe band of Chippewa Indians of which Buffalo was chief, residing upon the Red Cliff Indian Reservation, in the State of Wisconsin, by Isaac L. Mahan, U. S. Indian Agent.

[In accordance with the provisions of the sixth clause of the second article of the treaty of September 30, 1854, with the Chippewas of Lake Superior, and instructions from the Commissioner of Indian Affairs, dated April 10 and October 5, 1875.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township north.	Range west.	Acres.
1	Josette St. John.....	1	48		{ Lot 1..... { NE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$	29 30	51 51	3 3	54.38 40
The names of 19 other allottees follow, with descriptions of the several tracts allotted.									

The schedule is dated at the Red Cliff Reservation September 4, 1876; not certified. Submitted for approval by Acting Commissioner S. A. Galpin February 16, 1877. Submitted to the President by Secretary Chandler February 17, 1877. Approved by President Grant February 20, 1877. Twenty patents issued May 16, 1878.

No. 1.—*Schedule of allotments of land made September 3, 1878, to Chippewa Indians of Lake Superior on the La Pointe or Bad River Reservation in the State of Wisconsin.*

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian Agent, and the further instructions of July 20, 1878, to Special Agent E. J. Brooks.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Antoine Denommie.....	1			NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	14	46	2	40
The names of 14 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent I. L. Mahan and Special Agent E. J. Brooks, September 3, 1878. Submitted for approval by Commissioner Price August 15, 1882. Submitted to the President by Acting Secretary Joslyn, August 16, 1882. Approved by President Arthur August 19, 1882. Patents issued December 21, 1882.

No. 2.—*Schedule of allotments of land made September 3, 1878, to Chippewa Indians of Lake Superior on the La Pointe or Bad River Reservation, in the State of Wisconsin.*

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, United States Indian Agent, and the further instructions of July 20, 1878, to Special Agent E. J. Brooks,]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Henry Denourmil.....	1	.....	.....	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	14	46	2	40
The names of 16 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent I. L. Mahan and Special Agent E. J. Brooks, September 3, 1878.

Submitted for approval by Commissioner Price August 15, 1882.

Submitted to the President by Acting Secretary Joslyn August 16, 1882.

Approved by President Arthur August 19, 1882.

Fifteen patents issued December 21, 1882; one May 19, 1883; and one May 22, 1883.

No. 1.—*Schedule of allotments of land made to mixed-blood Chippewa Indians on the Lac Court Oreilles Indian Reservation in the State of Wisconsin.*

[In compliance with the terms of the third article of the treaty of September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs, dated respectively April 10, 1875, and July 20, 1878.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	John La Rache.....	1	.....	.....	E. $\frac{1}{4}$ NW. $\frac{1}{4}$	20	39	8	80
2	Louis Hall	1	.....	.....	W. $\frac{1}{4}$ SE. $\frac{1}{4}$	17	39	8	80

Certified by Agent I. L. Mahan and Special Agent Brooks, September 24, 1878.

Submitted for approval by Commissioner Price February 23, 1883.

Submitted to the President by Secretary Teller February 26, 1883.

Approved by President Arthur March 1, 1883.

Two patents issued March 27, 1883.

Schedule of allotments of land made to mixed bloods, Chippewa Indians of Lake Superior, whose fathers had scrip, who are now residing upon the Lac Court Oreilles Indian Reservation, in the State of Wisconsin.

[In compliance with the terms of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs, dated, respectively, April 10, 1875, and July 20, 1878.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Alexander Bellisle.....	1	.....	.....	Fr. NE. $\frac{1}{4}$	3	40	6	106.97
The names of 15 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent I. L. Mahan and Special Agent E. J. Brooks September 24, 1878.

Submitted for approval (with No. 1 Lac Court Oreilles) by Commissioner Price February 23, 1883.

Submitted to the President by Secretary Teller February 26, 1883.

Approved by President Arthur March 1, 1883.

Sixteen patents issued March 27, 1883.

Schedule of allotments of land made to Chippewa Indians of Lake Superior on the Lac Court Orielles Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs, dated, respectively, to I. L. Mahan, U. S. Indian Agent, on April 10, 1875, and to E. J. Brooks, dated July 20, 1878.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township north.	Range west.	Acres.
1	Audeg 3d.....	1	.....	.....	W. $\frac{1}{4}$ SE. $\frac{1}{4}$	3	40	6	80
The names of 185 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent I. L. Mahan and Special Agent E. J. Brooks September 24, 1878.
 Submitted for approval by Acting Commissioner Thomas M. Nichol March 5, 1881.
 Submitted to the President by Secretary Kirkwood March 9, 1881.
 Approved by President Garfield March 11, 1881.
 One hundred and eighty-four patents issued June 20, 1881, and two November 17, 1881.

Schedule of allotments of land in severally assigned to members of that subdivision of the La Pointe band of Chippewa Indians of which Buffalo was chief, residing upon the Red Cliff Reservation, in the State of Wisconsin, by I. L. Mahan, U. S. Indian Agent, E. J. Brooks, special agent, and S. E. Mahan, U. S. Indian Agent.

[In accordance with the provisions of the sixth clause of the second article of the treaty of September 30, 1854, with the Chippewas of Lake Superior, and instructions from the Commissioner of Indian Affairs dated April 10 and October 5, 1875, to I. L. Mahan, United States Indian Agent, and the further instructions of July 20, 1878, to E. J. Brooks, special agent.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township north.	Range west.	Acres.
1	Amous, or Rosalie Deragon.....	1	.....	.....	Lot No. 5.....	20	51	3	60.72
The names of 13 other allottees follow, with descriptions of the several tracts allotted them.									

This schedule was prepared in the Indian Office from a schedule certified by Agent I. L. Mahan and Special Agent E. J. Brooks August 29, 1878, and the recommendation of Agent S. E. Mahan, as indicated in office letter of February 28, 1881.
 Submitted for approval by Acting Commissioner Nichol February 28, 1881.
 Submitted to the President by Secretary Schurz March 2, 1881.
 Approved by President Hayes March 3, 1881.
 Ten patents issued December 14, 1881; three June 17, 1885; one November 17, 1885.

Schedule of allotments of lands made to Chippewa Indians of Lake Superior on the Lac Court Oreille Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian agent, and the further instructions of October, 1882, to Agent Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Oque-gen, 5th.....	1	.....	.....	Lot 8 and NW. $\frac{1}{4}$ NW. $\frac{1}{4}$.	31	40	6	73.82
The names of 78 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent Durfee June 30, 1883.

Submitted for approval (except No. 75) by Commissioner Price September 12, 1883.

Submitted to the President by Acting Secretary Joslyn September 13, 1883.

Approved by President Arthur September 13, 1883.

Seventy-seven patents issued October 15, 1883; 1 patent issued November 6, 1883.

Schedule of allotments of lands applied for by Chippewa Indians of Lake Superior on the Bad River Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian Agent, and the further instructions of October, 1882, to Agent W. R. Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Wabkinew (George Smart)...	1	.....	21	E. $\frac{1}{4}$ NW. $\frac{1}{4}$	7	47	1	80
The names of 20 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent Durfee March 13, 1884.

Submitted for approval by Commissioner Price October 23, 1884.

Submitted to the President by Acting Secretary Joslyn October 24, 1884.

Approved by President Arthur October 27, 1884.

Twenty-one patents issued November 28, 1884.

Schedule of allotments of lands applied for by Chippewa Indians of Lake Superior on Bad River Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs, bearing date April 10, 1875, and directed to I. L. Mahan, United States Indian Agent, and the further instructions of October, 1882, to Agent W. R. Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Edward E. Conner.....	1	.....	21	E. $\frac{1}{4}$ SW. $\frac{1}{4}$	14	46	2	80
The names of 10 other allottees follow, with the description of the several tracts allotted them.									

Certified by Agent Durfee July 31, 1884.

Submitted for approval by Commissioner Price October 23, 1884.

Submitted to the President by Acting Secretary Joslyn October 24, 1884.

Approved by President Arthur October 27, 1884.

Eleven patents issued November 28, 1884.

Schedule of allotments of lands applied for by Chippewa Indians of Lake Superior on the Fond du Lac Reservation in the State of Minnesota.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian Agent, and the further instructions of October, 1882, to Agent W. R. Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	William Lyon.....	1	.....	26	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$.	21	49	17	80
The names of 39 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent Durfee September 27, 1884.
 Submitted for approval by Commissioner Price November 24, 1884.
 Submitted to the President by Secretary Teller November 25, 1884.
 Approved by President Arthur November 26, 1884.
 Forty patents issued August 24, 1886.

Schedule of allotments of lands made to Chippewa Indians of Lake Superior on the Lac Court Oreilles Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian Agent, and the further instructions of October, 1882, to Agent Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Ni-ga-ni-gi-pi-go-kwe.....	...	1	21	NW. $\frac{1}{4}$ SE. $\frac{1}{4}$, and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$.	33	40	6	80
The names of 148 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent Durfee April 20, 1885.
 Submitted for approval by Commissioner Atkins June 16, 1885.
 Submitted to the President by Secretary Lamar June 18, 1885.
 Approved by President Cleveland June 20, 1885.
 One hundred and forty-nine patents issued November 13, 1885.

Schedule of allotments of lands made to Chippewa Indians of Lake Superior on the Bad River Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian Agent, and the further instructions of October, 1882, to Agent Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Kish-ke-ta-way.....	1	.....	65	W. $\frac{1}{4}$ NW. $\frac{1}{4}$	7	47	1	110, 60
The names of 30 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent W. R. Durfee May 5, 1885.
 Submitted for approval by Commissioner Atkins June 1, 1885.
 Submitted to the President by Secretary Lamar June 11, 1885.
 Approved by President Cleveland June 11, 1885.
 Thirty-one patents issued July 23, 1885.

Schedule of allotments of lands made to Chippewa Indians of Lake Superior on the Lac Court Oreilles Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian agent, and the further instructions of October, 1882, to Agent Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	George Trotochard	2	.....	30	E. $\frac{1}{4}$ SW. $\frac{1}{4}$	5	40	8	80
The names of 46 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent Durfee May 5, 1885.

Submitted for approval by Commissioner Atkins June 12, 1885.

Submitted to the President by Secretary Lamar June 13, 1885.

Approved by President Cleveland June 19, 1885.

Forty-six patents issued November 13, 1885. One patent issued December 16, 1885.

Schedule of allotment of lands made to Chippewa Indians of Lake Superior on the Bad River Reservation in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian Agent, and the further instructions of October, 1882, to Agent Durfee.]

No. of allotment.	Name of Allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Louise Rabado.....	1	.....	50	W. $\frac{1}{4}$, NW. $\frac{1}{4}$	27	46	2	80
The names of 24 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent Gregory September 29, 1885.

Submitted for approval (except No 3, erased) by Commissioner Atkins November 18, 1885.

Submitted to the President by Secretary Lamar November 19, 1885.

Approved by President Cleveland November 21, 1885.

Twenty-four patents issued December 28, 1885.

List of allotments of lands applied for by Chippewa Indians of Lake Superior on the Lac du Flambeau Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs, bearing date April 10, 1875, and directed to I. L. Mahan, agent, and the further instructions of October, 1882, to Agent W. R. Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
	Oge-ma-wi-gi-jig.....	1	.....	60	N. $\frac{1}{4}$ of N. W. $\frac{1}{4}$	35	41	42	80
The names of 21 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent James T. Gregory, August 20, 1886.

Submitted for approval by Acting Commissioner Upshaw, November 4, 1886.

Submitted to the President by Acting Secretary Muldrow, November 5, 1886.

Approved by President Cleveland November 9, 1886.

This schedule was mislaid in Indian Office after it was returned from the President, and was not received in the Land Division until March 25, 1887.

A copy was sent to Special Agent Wall December 28, 1887, for reallocation under the act of February 8, 1887.

Schedule of allotments of land made to Chippewa Indians of Lake Superior on the Fond du Lac Reservation, in the State of Minnesota.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian agent, and the further instruction of October, 1882, to Agent Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Joseph Martin.....	1		50	W. 1/4 SW. 1/4.....	7	50	18	73.41
The names of 23 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent Gregory October 8, 1886.

Submitted for approval by Acting Commissioner Upshaw November 26, 1887.

Submitted to the President by Secretary Lamar November 28, 1887.

Approved by President Cleveland November 29, 1887.

Copy sent Special Agent Wall for reallocation under act of February 8, 1887, December 9, 1887.

Schedule of allotmen's of lands made to Chippewa Indians of Lake Superior on the Lac du Flambeau Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs, bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian agent, and the further instructions of October, 1882, to Agent Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	E-kwe-ge-ji-go-kwe.....	1		24	Lots 1 and 2.....	20	41	5	84.30
The names of 32 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent Gregory November 25, 1886.

Submitted for approval by Commissioner Atkins December 16, 1887.

Submitted to the President by Secretary Lamar December 23, 1887.

Approved by President Cleveland January 3, 1888.

Copy sent to Special Agent Wall for reallocation, under act of February 8, 1887, January 10, 1888.

Schedule of allotments of lands made to Chippewa Indians of Lake Superior on the Bad River Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian Agent, and the further instructions of October, 1882, to Agent Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Antoine Boissette.....	1	.....	30	SE $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$.	8	47	1	80
The names of 51 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent Gregory October 30, 1886.

Submitted for approval (except Nos. 21, 22, 23, and 41) by Commissioner Atkins December 16, 1887.

Submitted to the President December 23, 1887, by Secretary Lamar.

Approved by President Cleveland January 3, 1888.

Copy sent Special Agent Wall for reallocation under act of February 8, 1887, January 10, 1888.

Schedule of allotments of lands made to Chippewa Indians of Lake Superior on the Lac du Flambeau Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian Agent, and the further instructions of October, 1882, to Agent Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Wa-se-gwance-e-bi.....	1	.....	60	SW $\frac{1}{4}$ SW $\frac{1}{4}$, and lot 8.	18	41	5E	90.77
The names of 4 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent Gregory December 29, 1886.

Submitted for approval by Commissioner Atkins December 16, 1887.

Submitted to the President by Secretary Lamar December 23, 1887.

Approved by President Cleveland January 3, 1888.

Copy sent to Special Agent Wall for reallocation under act of February 8, 1887, January 10, 1888.

Schedule of allotments of lands made to Chippewa Indians of Lake Superior, on the Fond du Lac Reservation, in the State of Minnesota.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian agent, and the further instructions of October, 1882, to Agent Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Wa-bish-ki-sh-kin-jig.....	.....	1	30	E. $\frac{1}{4}$ NE. $\frac{1}{4}$	16	49	18	80
The names of 34 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent Gregory June 10, 1887.

Submitted for approval by Acting Commissioner Upshaw November 26, 1887.

Submitted to the President by Secretary Lamar November 28, 1887.

Approved by President Cleveland November 29, 1887.

Copy sent Special Agent Wall for reallocation under act of February 8, 1887, December 9, 1887.

Schedule of allotments of lands made to Chippewa Indians of Lake Superior on the Lac du Flambeau Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, U. S. Indian agent, and the further instructions of October, 1882, to Agent Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Ga-be-ge-jig.....	1	.....	32	SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$.	27	41	4	80
The names of 23 other allottees follow, with descriptions of the several tracts allotted them.									

Certified by Agent Gregory June 13, 1887.
 Submitted for approval by Acting Commissioner Upshaw November 26, 1887.
 Submitted to the President by Secretary Lamar November 28, 1887.
 Approved by President Cleveland November 29, 1887.
 Copy sent Special Agent Wall for reallocation under act of February 8, 1887, December 9, 1887.

Schedule of allotments of lands made to Chippewa Indians of Lake Superior on the Redcliff Reservation, in the State of Wisconsin.

[In compliance with the terms of the third article of the treaty concluded September 30, 1854, and instructions from the honorable Commissioner of Indian Affairs bearing date April 10, 1875, and directed to I. L. Mahan, United States Indian agent, and the further instructions of October, 1882, to Agent Durfee.]

No. of allotment.	Name of allottee.	Male.	Female.	Age.	Subdivision.	Section.	Township.	Range.	Acres.
1	Louis Lesnieux.....	1	.....	50	Lot 3.....	20	51	3	55.35

Certified by Agent Gregory June 14, 1887.
 Submitted for approval by Acting Commissioner Upshaw November 26, 1887.
 Submitted to the President by Secretary Lamar November 28, 1887.
 Approved by President Cleveland November 29, 1887.
 Copy sent Special Agent Wall for reallocation under act of February 8, 1887, December 9, 1887.

SUPPLEMENTAL GROUP No. 5.

Copies of reports made by the Department inspectors (1883-'87) upon the affairs and general management of the La Pointe Agency and the condition of the Indians, which are not included in the preceding groups.

UNITED STATES INDIAN SERVICE,
 White Earth, Minnesota, Agency, June 26, 1883.

SIR: I have the honor of transmitting herewith inspection report for the La Pointe Agency, Wisconsin, with inclosures. My time was so limited at this agency that I could not visit the subagencies as I desired.

Very respectfully, etc.,

ROBERT S. GARDNER,
 U. S. Indian Inspector.

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

WHITE EARTH AGENCY, MINN., June 25, 1883.

SIR: I have the honor to report that, in compliance with instructions contained in Department letter of May 7 ultimo, I have carefully and impartially inspected the La Pointe Agency, Wisconsin, and, as a result of my observations, respectfully submit the following:

In company with Agent W. R. Durfee I visited the Red Cliff reserve, and from the best information obtainable ascertained the population of the reserve, as follows, to wit: Upon the reserve, 30 men, 35 women, 60 children; total, 125. Of this number 2 men and 3 women are full-bloods, the remainder are mixed and half-breeds. At the town of Bayfield, 3 miles distant from the boundary line of the reserve, as near as could be estimated, there are 135 men, women, and children, all mixed-bloods and half-breeds, and at La Pointe, some 5 or 6 miles distant, there are 55 men, women, and children, all mixed-bloods and half-breeds, making a total of 315 all told belonging to this reserve. This information was furnished by Mr. M. J. Milligan, the resident farmer, and who has filled this position for some considerable time, and it is fair to presume he has the knowledge of and best means of knowing the actual number of Indians on and connected with this reserve.

The census as reported in Commissioner's report for 1882, calls for 730 Indians at the Red Cliff Agency or rather reserve. I am inclined to the opinion that 315 is nearer the correct number of Indians than 730, as reported to the Commissioner. It will be observed that but 5 full-bloods are reported as being on the reserve, the remainder are mixed-bloods. They live in comfortable houses, wear citizens' clothing, and nearly if not quite all speak and understand English; no interpreter being required to transact business with them. Twenty-five families reside upon the reserve; 35 at Bayfield and 15 at La Pointe. Those residing upon the reserve have small garden or truck patches, and the land that has been cleared has, as a general thing, been sown to grass. Aside from this, very little attempt, if any, has been made towards farming. The hay obtained from off these cleared patches meets with ready sale at remunerative prices, in fact it is a better paying investment to raise hay than to attempt the raising of cereals, which are said not to do well in this climate.

There is no agency farm in operation upon this reservation; the duties of the farmer being to instruct and assist these Indians in their attempts at farming and inclosing their lands. A. J. Milligan is the present farmer, at a compensation of \$600 per annum. I was informed by several of the citizens of Bayfield that during last winter he spent a considerable portion of his time in Bayfield when he should have been at the agency. These statements were made in the presence of Agent Durfee, who informed me that at the close of this fiscal year, 30th instant, he would dispense with the services of Mr. A. J. Milligan as farmer.

The Government buildings upon this reservation are eight in number. Building No. 1, school-house and L, is in good order and repair. No. 2 is in very bad order, not worth repairing. The mill machinery having been sold and removed, nothing remains but the shell of the building. No. 6, warehouse on dock, is in good order. The dock is old, requiring repairs. No. 7, farmer's house, is in reasonable good order, requiring a few minor repairs, which can be done by agency employes without additional cost to Government, and is the only building borne upon the agent's returns as required by sections 143 and 144, "Instructions to Indian Agents, October, 1880," and this building is borne upon his property returns as a log building. I directed Agent Durfee to take these buildings up on his Abstract C to property returns for second quarter, 1883, and state explicitly in his voucher to Abstract C why these public buildings had not been properly accounted for on his former returns.

At agencies where I have found the public buildings accounted for, upon the descriptive statement of buildings on Form 5-140, and accounted for upon the agent's property return, the agents have informed me that they thought they had properly accounted for same, as no exceptions had been taken to this manner of accounting for the buildings in the Commissioner's office. In all cases of this kind, I have invited the agent's attention to the requirements of said sections 143 and 144, and directed a compliance therewith. I have seen no circulars or orders altering or amending the requirements of said sections 143 and 144, and unless otherwise directed will continue to invite agent's attention to these two sections and direct them to comply with same.

I inclose herewith descriptive statement of public buildings belonging to the La Pointe Agency, marked exhibit No. 1. It will be observed from this statement that there are nineteen public buildings reported as belonging to the agency, and upon examination of the agent's retain property returns, I find but one (log) building accounted for. This apparent loose way of accounting for public buildings by the agents should receive the closest attention. The public property at Red Cliff reserve has been principally issued to the Indians. That on hand consists in part of one wagon, one buggy, one force-pump, counter and platform scales, blacksmith's tools, shovels and spades, scythes, and snaths,

nails, glass, oils, and one bull, etc. The same has received proper care and attention, and is properly accounted for on agent's property returns, as hereinbefore stated. The Indians live in comfortable log houses and do not require same to be painted, and none of the public buildings require painting; and finding in the warehouse 33 gallons of linseed-oil, I inquired what use was to be made of it, and was informed by Agent Durfee, it was issued to these Indians to be used by them in painting their boats. I do not consider this a proper issue for this purpose. The few Indians that have boats are well able to buy their own oil and paint.

I inclose herewith (No. 2) list of articles at La Pointe Agency, for action of Board of Survey. It will be observed from this the articles found at Red Cliff reserve, which in my opinion could be sold to an advantage. The force-pump and pipe is comparatively new, and is of no use whatever to this reserve. The window-blinds, frames, and sash were purchased for the agent's residence. Before these articles reached the reserve, agent's residence was destroyed by fire; it was not deemed judicious or proper to build a new residence or house, and in consequence thereof, the above-mentioned articles have not been utilized; they are not required at reservation for any purpose, and should be sold to best advantage.

The bull was purchased by Agent Durfee in second quarter 1882, at a cost of \$55. I did not see this bull; he was said to be running in the woods with Indian cattle. This is the only hoof of stock owned by the Government upon the reserve.

The expense of feeding only one animal is greater in proportion than if more stock were fed at the same time and place. In view of this fact, I respectfully recommend that this bull be issued to the Indians residing upon Red Cliff reserve.

The day school is held in a public building under the auspices of the Catholic Church, and is taught by Sister Van Arle, and on the day I visited it there were present 11 boys and 9 girls, all half-breeds and mixed bloods. This school is taught by the Sisters of Charity without expense to the Government, other than the use of the Government building. The school appears to be in a flourishing condition. The parents of the children seem to take an interest in the education of their children, and I am of opinion that this school should be supported at the expense of the Government in the payment of the teacher.

These Indians, having had their lands allotted to them in 80-acre tracts, have availed themselves of the authority granted to them by the Department, and have cut therefrom large quantities of pine timber, to the amount of about 3,500,000 feet during the season just passed, receiving therefor \$6 per 1,000 feet, aggregating \$21,000.

A few years more and this reserve will be practically denuded of merchantable pine timber. Enough will remain for all practical wants of these Indians, for an indefinite period. Practically, these Indians may be considered self-supporting, they obtain ready and steady employment at the various fisheries, and in the mills in this vicinity.

Some of them who reside in Bayfield have voted, held office, and would make good citizens. They have expressed the wish that they be made citizens by law, and I know of no reason why their wishes should not be favorably entertained, thereby relieving the Government of the expense of partially contributing to their support when they are well able to support themselves.

In company with Agent Durfee I also visited the Bad River Reservation and found two public buildings, Nos. 16 and 17 on descriptive statement herewith, marked Exhibit No. 1. They are in fair order and condition. Some minor repairs are required, which can be done by agency employes without an additional cost or expense to the Government.

No supplies of any kind on hand here, excepting necessary tools in blacksmith-shop. Supplies for this reservation are in the warehouse at Ashland, headquarters of the agency. The census of this reservation, as reported in Commissioner's report for 1882, is 740. The actual number of Indians living upon the reserve, including those who temporarily reside in Ashland and vicinity, is as follows: One hundred and fifty-four males, 166 women, and 140 children, making a total of 470. They all wear citizens' dress. Considerable of them read, write, and speak English, and are thrifty, and as a whole can be considered industrious. They have their lands allotted them in 80-acre tracts. That lying along and contiguous to the Ka Ka Cogan and Bad Rivers is good, rich, and fertile, and is cultivated to a considerable extent, 550 acres being under cultivation this present season, besides a considerable portion retained for meadows, from which good crops of hay is cut to advantage. The principal business, however, of these people during the last season has been their logging enterprise. The logs are cut from off tracts of land previously allotted to Indians and sold by them by contract to mill-men at Ashland. A form of the contract and bond are herewith inclosed, marked Exhibit No. 3. So far as I could ascertain the contracts have been or will be fulfilled as required. The issuance of the patents should be watched closely. Some claim and receive patents who will go upon the land, cut off the best timber, and then abandon it and return to Ashland or Bayfield and resume their former residences there. These Indians are quite well sup-

plied with horses, oxen, and cattle, and appear to have a desire and inclination to continue to increase the size of their herds, which now number 93 horses and 138 cattle.

The farmer, Mr. William G. Walker, has resided with these people as farmer since 1871, and says that "these people are good farmers; that they are as far advanced now as they would be were he or any one else to remain with them for the next twelve years." The assessor of the county of Ashland stated this reserve produces more than all the rest of Ashland County, excepting Hay, which certainly speaks well for the industrial habits of these people as farmers. The Government has no schools located upon this reserve. The Catholics have a day school, which is well attended. The Presbyterian mission has a boarding and day school under the immediate management of Isaac Baird as superintendent, and assisted by one teacher. The day school is well attended, the boarding-school not so well attended, but 5 girls boarding at the mission. This mission school is supported by the church. Mr. Baird informed me that there was a contract with the Government to pay the sum of \$167 for each child boarded and taught at this school; that during the months of April and May, 1883, there were no children at boarding-school; that the attendance so far had been 5 during this month; that facilities for accommodating 30 boarders is good. The Indians take an interest in educating their children, and I am informed that the principal reason that they do not send more children to the boarding-school is from the fact that they do not live far from the school-house, and are able to keep their children at home, feed and clothe them, and send them to the day schools, which are in the same building.

These people might practically be considered self-supporting. A considerable portion of them are intelligent mixed bloods, and know how to work and obtain ready and steady employment in the numerous mills at Ashland.

There are a few old Indians here who occasionally require assistance; aside from these I think it bad policy to issue any gratuities to them.

The employés at this reserve consist of a farmer and blacksmith. They are faithful and competent. The interpreter, Mr. Henry Blatchford, is a good Christian man. He has been in the service of the Government as interpreter for a great many years. He has grown old in the service, and he has the confidence and respect of both the whites and the Indians. His son is borne upon the rolls as interpreter and laborer, and is on duty in Ashland, 12 miles distant. He does all the work as interpreter, and his father has done none at all. The services of two interpreters at the La Pointe Agency is wholly unnecessary. I asked Agent Durfee if he at any time had required the services of or had any use for the services of Mr. Henry Blanchard at Bad River reserve, and he said he had not; that he retained him out of charity. In view of these facts I would respectfully recommend that but one interpreter be allowed the La Pointe Agency, and that Frank Blatchford be retained in that capacity. He is prompt, active, and efficient.

I inclose herewith list of employés at the La Pointe Agency. Those at the agency office are good men and try to do their duty.

I inclose herewith return of medical property at this agency. There is no physician at the agency nor any of the subagencies. The present agent nor neither of the clerks understand how to compound medicine, and, in my opinion, it is poor policy to retain and keep at an agency a large supply of medicines with no one competent to dispense same.

I would therefore respectfully recommend that the Department supply this agency with a physician who can also act as assistant clerk, relieving one of the present clerks, or transfer the medical property to some other agency, where the articles can be utilized.

I also have the honor of inclosing herewith Exhibit No. 6, a communication of Agent W. R. Durfee, relating to a certain promise alleged to have been made by ex-President Hayes to Oki-uain-isee, an old chief of the Lac Court Oreilles, wherein it is stated that the President promised to make him a present of a horse. I respectfully recommend that the agent for the La Pointe agency be authorized to purchase a horse and issue same to this Chief Oki-uain-isee, of the Lac Court Oreilles, thereby fulfilling the promise made him by ex-President Hayes.

I find that Agent W. R. Durfee is largely interested in the Union Mill Company, located in Ashland, he is half owner and secretary and treasurer. Mr. H. J. James and family own the other half. The mill is managed by Mr. H. J. James.

I don't think Agent Durfee's duties as secretary and treasurer of this mill company interfere with or take much of his time from his agency or office work, as he is represented at the mill by a Mr. R. G. Rodman, whom he pays out of his own means, thereby rendering his personal attention at the mill almost unnecessary. This mill company made contracts with Bad River Indians for logs. The only question that arises to in my mind, does Agent Durfee come under the provisions of section 2070 Revised Statutes. If so, he should be so informed, and he will tender his resignation as agent. At least he so informed me; that his mill interests were more remunerative to him than his salary as agent.

The character of Agent Durfee is good. He appears to take an interest in his duties as agent, and aside from his interest in the Union Mill Company, and the company of which he is a member purchasing logs from the agency Indians, I know of no reason why he should not have the confidence and respect of the Department.

Very respectfully,

ROBERT S. GARDNER,
U. S. Indian Inspector.

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

DEPARTMENT OF THE INTERIOR, *July 3, 1882.*

Respectfully referred to the Commissioner of Indian Affairs. Contents to be noted and papers returned to the files of the Department.

GEO. M. LOCKWOOD,
Chief Clerk.

Informally returned by Indian Office December 27, 1883.

LA POINTE INDIAN AGENCY,
Duluth, Minn., November 2, 1883.

SIR: I have the honor to respectfully report that I arrived at Ashland, the headquarters of the La Pointe Indian Agency, on the 10th ultimo, and after having completed my quarterly financial statement and my report of my inspection of the Green Bay Agency, I entered on the inspection of the La Pointe Agency, and I respectfully submit the following report:

* * * * *

THE AGENT.

W. R. Durfee, the agent, seems to be very earnest in the discharge of what he considers to be his duty, and seems to have very quick decision and good judgment; seems determined to defend and protect the rights of the Indians, and at the same time not allow them to impose upon him. He is highly respected by his acquaintance and seems to possess the entire confidence of the Indians, who treat him with much respect and regard.

* * * * *

FARMING.

The Indians on the Red Cliff Reservation have made considerable progress in the cultivation of their respective farms, raising the tame upland grasses and potatoes chiefly, although some attention is paid to raising oats, peas, corn, etc., and their buildings and fences are kept in good repair.

On the Bad River Reservation about 500 acres were cultivated in potatoes, corn, peas, etc., 700 acres in tame grasses, and about 600 acres in pasture, and in addition a considerable quantity of marsh hay was cut.

At Pah-quay-wong, on the eastern portion of the Lac Court Oreilles Reservation, the benefits derived from the presence of a resident farmer among the Indians there is quite evident in the good condition of their farms, and the extent to which farming operations are engaged in.

The Indians on that part of the reservation have about 600 acres in cultivation, and raised more potatoes this year than they need for their own use, and which they have sold at good prices at the logging camps in the neighborhood of the reservation, while the Indians at Lac Court Oreilles, some 12 miles distant, with equal advantages, but without the stimulating influence of a farmer present among them, have made but little progress in farming, having but about 250 acres inclosed and that poorly cultivated. The farmer's residence has now been changed to the Lac.

On the Fond du Lac Reservation but little progress, comparatively, in intelligent farming operations in the cultivation of much more than garden patches have been made, except in a few instances. They have on the entire reservation but two yoke of oxen and two pairs of ponies suitable for teams.

They still hold their lands in common and lack the stimulus which individual ownership gives.

Their chief, Naw-ga-nup, who was the orator for the Chippewas when the treaty of 1854 with the Lake Superior Indians was negotiated, claimed that the understanding he had of the provisions of that treaty was that the United States agreed to furnish their band, during the entire time covered by the treaty, with a resident school-teacher, a farmer, a blacksmith, and a carpenter, and to erect the necessary buildings for their accommodation; "and," said he, pointing to the school-house not yet completed, "this is the first visible effort the United States has made to carry out those provisions of this treaty made nearly thirty years ago, except the residence of a blacksmith among us for a short time."

"The United States," said he, "has the treaty written with ink on paper; perhaps on something more durable. I have it indelibly written here," touching his brow. "Although the time is long past, and I am quite aged, I want to see, before I die, that the Great Father has ordered his agents to carry out the agreement made with me for the benefit of my band."

It seems to me that this band has not been favored with the same advantages given by the Government to other bands under this treaty, and I respectfully recommend that the agent be authorized to issue to them a more liberal supply of seeds and agricultural implements than has heretofore been done.

Four Indians on this reservation cut over ninety tons of marsh hay, which they sell at \$5 per ton at the mills some 5 or 6 miles distant, if they had the necessary teams and wagons to deliver it.

On the Lac Flambeau Reservation but little progress has been made in farming or other permanent industry.

A few patches of corn and potatoes are cultivated, but no attempt at more extensive farming is made. There are no white employes upon the reservation, and there never has been any. The reservation is seldom visited by whites (it being 35 miles from the railroad or any white settlement) except by men of very low morals, who go there for the purpose of trading with the Indians, or less reputable commerce with the squaws.

I respectfully recommend that in addition to the teacher already authorized, to appoint a farmer and to provide him with suitable team, wagon, and farming implements to enable him to assist the Indians in the cultivation of more extensive pieces of ground.

GRAND PORTAGE AND VERMILLION LAKE RESERVATIONS.

I did not visit either of these reservations. I made an effort to reach the first named, but after waiting three days for the steamer *R. G. Stewart*, which was running to points along the north shore, to return, I found that, owing to some trouble with the Canadian authorities, the owner had decided not to send her in that direction again, and the uncertainty of getting passage by another boat up and back seemed to promise such an unprofitable waste of time that I deemed it inexpedient to go.

The road to Vermillion Lake is said to be so bad at this season of the year as to render it almost impassable, except to the most hardy and experienced woodman and packers. A person recently with 900 pounds of goods to be taken there employed a two-horse team and six Indian packers for the trip, and at one point they made the distance of 3 miles in a day. I concluded to avoid the hardship and save the time.

LAND ALLOTMENTS.

The agent is constantly exerting his influence to have the Indians select lands in severalty, and he is meeting with very encouraging success in impressing upon the Indians a sense of the benefits they will derive from the general adoption of this plan. At a council held on the Fond du Lac Reservation on the 1st instant this subject was fully discussed and explained by the agent and myself. The members of the council asked numerous questions, and freely expressed their opinion on the subject. There seemed to be a very general disposition on the part of those present to adopt the allotment plan, but the aged Chief Naw-ga-nup arose and made a statement in regard to the provisions of the treaty, the land ceded, and the failure of the United States to comply with the conditions in the treaty of 1854, and he suggested that their taking their lands in severalty might interfere with their rights in regard to unfulfilled treaty stipulations. They were assured that no allotments or acceptance of lands in severalty could interfere with their vested rights, and upon this assurance the chief withdrew his opposition to the plan, and it is possible that upon this reservation the plan of allotment will soon be in operation.

UNCEDED LANDS.

Naw-ga-nup also claimed that the dividing line between the Chippewas of Lake Superior and Bois Forte tribes was the crest of the Massaba range of hills or mountains.

That the lands ceded by the Chippewas did not extend to that range, and that there still remains a strip of land south of the crest of this range unceded and owned by the Fond du Lac band of Chippewas of Lake Superior, and that the whites are now cutting and removing pine timber from this unceded territory. He also claimed that in consequence of a mistake on the part of the Government surveyors, there remains a strip of land about a mile wide along the west boundary line of the State of Wisconsin, extending from the Saint Louis to the Saint Croix Rivers, unceded and still belonging of right to this band.

Naw-ga-nup claims for his band fair compensation from the United States for these two pieces of unceded territory, and I respectfully recommend that this claim, so earnestly and so honestly, to all appearance, insisted upon, may be fully examined by some one capable of arriving at a just conclusion.

* * * * *

LOGGING.

Last winter's operations in cutting and drawing logs have resulted in substantial benefits to the Indians engaged therein and to those who have witnessed the results.

One Indian is said to have managed his operations on the Bad River Reservation so intelligently that his net gain was \$2,000, while others cleared less amounts, and one is said to have lost a small sum, but he thinks he has gained in experience more than enough to counterbalance his pecuniary loss. The visible benefits are better teams and wagons, more general repairs and erection of houses, more land cleared, and better cultivation of that previously cleared, the purchase of the necessary lumber and other materials for these improvements out of their own means without calling upon the agent for an issue of lumber for their benefit. The effect upon the Indians who observe this improved condition must be to teach him what he may do by the examples of what has been done by men of his own race, and to arouse in him an ardor of competition, of self-assertion, self-improvement, and pride of manhood, which shall raise him by his own efforts to a deserved and acknowledged equality with men of the white races. The beneficial effects of the system of logging are not confined to the Bad River Reservation, but are equally visible on the Lac Court Oreilles Reservation, where forty-four houses have been built by the Indians there this year, by those who delivered their own timber and other Indians employed in this branch of industry.

LOGGING CONTRACTS.

An examination of the contracts made by the Indians on the Lac Court Oreilles Reservation discloses the fact that seven contracts had been made for the delivery of 200,000 feet each, two for 250,000 feet each, one for 300,000, fifteen for 500,000 feet each, four for 600,000 each, one for 700,000, two for 800,000 each, and two for 1,700,000 feet each, making a total under contract for delivery the coming winter of 18,000,000 feet, more than four times the quantity cut last winter, and more than double the quantity that can, by any possibility, be handled by the labor on the reservation under the best of management.

I found also that the arrangements under some of the contracts, none of which had been approved by Mr. Durfee, was an equivalent to selling stumpage, which was prohibited by the Department orders in regard to logging.

In addition, I found that there was a growing strife among the different parties who had contracted to buy the logs from the Indians, and an effort to make the Indians dissatisfied with the decision of Mr. Durfee disallowing a classification which was proposed and by which logs of one class should bear one price and those of another class a lower price.

Upon the question involved in this controversy I took, when I arrived at Hayward, the railroad station from which supplies are carried to the reservation, the testimony of Charles Patrick, who introduced himself, and of Watson Kerlway, introduced by Patrick, and of Henry Tiner and of B. F. Millard, introduced by Mr. Pierro, the farmer on the Lac Court Oreilles Reservation. Their affidavits are hereto attached, and marked Exhibit A, 1, 2, 3, and 4.

I telegraphed Agent Durfee to come by first train to Hayward, and I awaited his arrival the next day after my telegram.

While waiting for Mr. Durfee I endeavored to ascertain the character and standing of the several men who had made affidavits in regard to this matter, and the information I gained from disinterested business men confirmed the opinion I formed from the manner of the several men, which was that the opinion and statement of B. F. Millard was entitled to much more credit than those of all the others combined.

This conclusion was strengthened by the statement made to me on the 25th by Duncan McMillan, who scaled the logs on the Lac Court Oreilles Reservation last winter, and he placed the number of logs per thousand feet as high or even higher than Millard. From all the data I could reach I came to the conclusion that Mr. Durfee had acted wisely and for the best interests of the Indians in disallowing a classification of the logs.

Upon the arrival of Mr. Durfee, we conferred together and discussed all questions connected with the contracts and supplies, and we arrived at such an understanding of the situation as to lead us both to conclude that the contracts must be very severely scaled down, and the Indians and purchasers of logs must be made fully to understand that the timber on the reservation must not be recklessly cut and carried away. Mr. Durfee went to the reservation and he thinks he has succeeded in harmonizing the conflicting interests.

LOGGING, ETC., ON RED CLIFF RESERVATION.

The Indians on Red Cliff Reservation do not enter into extensive logging operations, but confine themselves to such an amount of this kind of work as can be done in the time not employed in farming operations. They cut considerable quantities of cord wood, and peel a good deal of hemlock bark, which they deliver for sale on the Government dock upon the reservation. As this business gives them employment upon their own homesteads, and encourages them in self-sustaining management of their affairs, the facilities for doing the entire work should be kept as perfect as possible.

* * * * *

I have the honor to remain, very respectfully, your obedient servant,

M. R. BARR,
U. S. Indian Inspector.

Hon. HENRY M. TELLER,
Secretary of the Interior, Washington, D. C.

EXHIBIT A 1.

HAYWARD, WIS., October 23, 1883.

Charles Patrick, sworn.

I reside on the southeast quarter of northeast quarter section 18, township 19, range 8 west, in the State of Wisconsin. My occupation for the last twenty years has been exploring for timber and selecting land for persons wishing to purchase Government and State lands; my examinations of said lands being for the purpose of estimating the amount of pine upon said lands and reporting to my employers the quantity of pine lumber which can be cut from any given quantity of land so explored.

My present residence is within the Lac Court Oreilles Indian Reservation, being located upon a swamp "forty."

I am well acquainted with the class of pine timber on the greater part of the said reservation. The largest portion of the reservation has timber that would be rated as first class. About one-half of the timber will be run so that four logs will cut 1,000 feet of lumber, and some of the timber will furnish logs that will average on an entire forty 1,000 feet of lumber for every three logs.

I have been employed at various times by the Indians upon that reservation to assist them in making selections of lands which they respectively desired to have allotted to them in severalty under their treaty.

The following-named Indians (I do not know that I have spelled their names correctly, I spell them as they appear to be pronounced) came to me and wished me to sell the logs they propose to cut the coming winter upon their respective lands for which they have received Government patents, to wit: Ka-Kich, Naw-an-ga-ba, Quay-gon, Alexis Sho-gey, Louis Corbine, John Corbins, Nus-a-mich, George Shopp, or Gin-qua-qua, and John Sho-gey, and one or two whose names I do not now remember. They asked if I thought I could get a better price for their timber than was being offered by the traders, Messrs. Dobie & Stratton. I replied that I could; that their logs were worth more than the traders were offering to pay, which was at the rate of \$6 per 1,000 without any classification. I told them I was going to Hayward Station on the railroad, and that I would see Mr. Hayward and ascertain what price he would pay. I saw Mr. Hayward and stated to him what the character of the timber was, and asked him what price he would pay for the same per 1,000 feet?

He offered \$7 per 1,000 for all the logs which would cut 1,000 feet to four logs, and \$6 per 1,000 feet for all logs below that average not less than 12 inches in diameter.

At the requests of the above-named parties I drew up contracts for them, respectively, with the North Wisconsin Lumber Company at Hayward, of which company Mr. Hayward, with whom I talked, is one of the principal owners, for the sale of their logs at the prices named above, to be delivered on the banks of the Court Oreilles River and Lake, in the same manner and locations logs were to be delivered to the traders and others. The contracts were made and signed by the parties and interpreted and witnessed by me.

The contracts were not on the forms supplied by the Indian agent, but were to be surrendered and replaced by contracts upon these forms as soon as they could be obtained.

The blank contracts were obtained, and Mr. McCormick and Mr. Hayward went to Court Oreilles to exchange and complete the contracts, as I have been informed, and there they were told that \$6.25 per 1,000 feet was the price that had been arranged for, and that no classification of logs would be allowed. In my opinion, as an expert in the selection of timber and in the scaling of logs, the logs under contract on the Lac Court Oreilles Reservation, to be delivered the coming winter, will run so as to cut 1,000 feet of lumber to every four logs on an average in more than three-fourths of the contracts, which, if my estimate is correct, would result in a loss to the Indians under the reduced price for logs of the sum of about \$9,000, there being, as I am informed, 18,000,000 feet under contract at this time. I have been informed that the Indian agent, W. R. Durfee, refused to allow the logs to be classified and paid for at different prices according to their classification. Logs of the grade that three-fourths of these would be were worth last year \$9 per 1,000 feet on the banks of streams.

I also informed the Indians whom I assisted in making their contracts for the sale of their logs that they could purchase their supplies at less price from the North Wisconsin Lumber Company than they could purchase them from the traders on the reservation. I based my statement in regard to supplies upon the prices reported by the Indians as being paid to the trader by them for the following articles: Flour, \$4 per half-barrel sack; pork, \$20 per barrel, and about the same proportion for other goods, while flour can be purchased of the North Wisconsin Lumber Company for \$3 per half-barrel sack, and pork for \$15 per barrel, the articles being equal in quality to those supplied at the higher rate by the traders on the reservation. I have no pecuniary interest in the contracts or any contract made by any party with the Indians for the sale of logs upon the reservation.

CHARLES PATRICK.

Sworn and subscribed before me this 23d day of October, 1883.

M. R. BARR,
U. S. Indian Inspector.

EXHIBIT A 2.

HAYWARD, WIS., October 23, 1883.

WATSON HOLWAY SWORN:

I reside at present at Hayward, Wis. My occupation for the last fifteen years has been exploring lands for persons desiring to purchase pine timbered lands in Michigan and Wisconsin, and making estimates of the quantity of lumber which can be cut from the tracts explored. I am well acquainted with the class of timber on the Lac Court Oreilles Indian Reservation. It is my opinion that the pine timber on the entire reservation, as usually cut into saw logs, will average 1,000 feet for every four logs. The class of timber on this reservation is above the average of pine timber in the State of Wisconsin.

WATSON HOLWAY.

Sworn and subscribed before me this 23d day of October, 1883.

M. R. BARR,
U. S. Indian Inspector.

EXHIBIT A 3.

HAYWARD, WIS., October 24, 1883.

HENRY TINER SWORN:

I reside at the trading post on the Lac Court Oreilles Indian Reservation, on the west branch of the Chippewa River. My employment for a great part of the time for the past fifteen years has been exploring lands, being employed by persons desiring to purchase land for the pine timber upon them. My business in the explorations was to make es-

timates of the timber on the selected sections or subdivisions. I am well acquainted with the pine timber on the Lac Court Oreilles Indian Reservation.

The timber, taken together on the entire reservation, is a medium lot of timber, nothing extra. There is some lots of very good timber; probably one-tenth of the reservation has very good timber upon it. The best timber is situated on the left bank of the Court Oreilles River from about 2 miles below the lake, extending about 3 miles from that point down the river, commencing back half a mile from the river and extending back 4 to 5 miles. I do not know the immediate locations of the timber alleged to be contracted to be cut and delivered to sundry parties by the Indians on the said reservation this coming winter, so as to give the sections or subdivisions, but I do know something about the class of the timber several of the Indians are preparing to cut, my business calling me into the locations where they are building their shanties preparatory to doing the work.

From my knowledge of the timber my estimate is that it will require in one-third of the timber four logs to the 1,000 feet, and the remainder would require six logs to make 1,000 feet—this upon the "eighties" having the best timber upon them. On some other "eighties," my estimate is that not over one-tenth of the logs would give 1,000 feet to four logs, and the remainder would run as high as from eight to ten logs to the thousand.

I am employed by the wife of Thaddeus Thayer, an Indian, to put the logs she has contracted to sell upon the bank.

My contract includes the cutting and delivering of the logs, including the employing and paying of the force engaged in putting in the said logs. My contract is confined to one "eighty," owned by the wife of Thaddeus Thayer, the former trader at the post. I have no interest in the purchase of any timber or logs or the sale of any timber or logs on the reservation except as above stated.

HENRY TINER.

Sworn and subscribed before me this 24th day of October, 1883.

M. R. BARR,
U. S. Indian Inspector.

EXHIBIT A 4.

HAYWARD, MINN., October 24, 1883.

B. F. MILLARD sworn:

I reside at Chippewa Falls, Wis. My business is now dealing in timber and exploring lands with a view to ascertain the character and class of the pine timber and the amount of lumber it will yield upon a given quantity of land. I have been engaged in the timber business for the past 16 years, exploring, buying, and selling timber. I am well acquainted with the Lac Court Oreilles Reservation. Take the entire reservation and the timber is not first-class body of timber. I have seen all the logs that have been put into the river by the Indians since they first began to log on their reservation. I have also seen the logs put in from the reservation by Smith & Hulbut. Their logs were first-class. The logs put in by the Indians, except those on the Lac Court Oreilles River, immediately below the lake, were second-class logs taken as a lot. The best lots of logs put in last winter would take four and a half logs to the thousand feet of lumber. The other lots would run from six to nine logs to the thousand feet.

I have no interest directly or indirectly in any contracts or the results of any contracts made by any parties with the Indians on said reservation for the purchase or sale of any logs or timber on the said reservation.

I am familiar with the prices and value of pine logs. Logs in the Chippewa River are worth this year, for logs four to the thousand, \$8 per thousand feet, board measure, five to the thousand feet, \$6.50 per thousand feet, unless extra smooth and good, when they would bring \$7 per thousand feet.

The price paid by me on the best or longest logs above is for first-class logs. The cost of driving logs from Lac Court Oreilles last year was \$1 per thousand feet to the main river.

B. F. MILLARD.

Sworn and subscribed before me this 24th day of October, 1883.

M. R. BARR,
U. S. Indian Inspector.

DEPARTMENT OF THE INTERIOR, November 15, 1883.

Respectfully referred to the Commissioner of Indian Affairs.

GEO. M. LOCKWOOD,
Chief Clerk.

UNITED STATES INDIAN SERVICE,
Oshkosh, Wis., May 6, 1884.

SIR: I have the honor to transmit inspection report for the La Pointe Agency of Wisconsin, with inclosures.

Very respectfully, etc.,

ROBERT S. GARDNER,
U. S. Indian Inspector.

Hon. H. M. TELLER,
Secretary of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR, May 14, 1884.

Respectfully referred to the Commissioner of Indian Affairs.

GEO. M. LOCKWOOD,
Chief Clerk.

UNITED STATES INDIAN SERVICE,
Oshkosh, Wis., May 6, 1884.

SIR: In further compliance with instructions contained in Department letter of February 11, 1884, I have the honor to report that I have carefully and impartially inspected the La Pointe Agency of Wisconsin, and as a result of my observations respectfully submit the following. The Indians residing on the Red Cliff Reservation number but 190. Those practically belonging to the Red Cliff reserve and residing in Bayfield and La Pointe number as follows: at Bayfield, about 300; and at La Pointe, about 100, making a total of 590 persons. Of this number there are but 6 full-bloods, 2 men and 4 women. The Indians upon this reservation are rather comfortably fixed, and are well able to support themselves. In fact they are far enough advanced in civilization to become citizens; practically a good many of them to all intents and purposes are citizens. They both vote and hold office in Bayfield and La Pointe. At Bayfield these mixed-blood Indians reside in comfortable and neat dwellings, are industrious, and take great interest in the education of their children.

The same may be said of the Indians upon the Red Cliff reserve; they, however, lack energy and frugality. The four sections of land comprising the Red Cliff reserve has been allotted in severalty to these Indian, and they have been permitted to cut three-fourths of the standing timber growing upon the same. They have availed themselves of this privilege, and a large quantity of timber has been cut and sold by contract at prices ranging from \$5 to \$6 per thousand feet. The land from which this timber has been cut and removed has not been cleared for farming purposes, from the fact that the soil is not adapted for the purpose of agriculture, being a stiff red clay and sandy soil in a greater portion of it, and the seasons are such that small grains do not mature before being destroyed both by early and late frosts. However, one of the principal reasons why farming is not a success may be attributed to the fact of the aversion of these Indians to labor upon their farms. They find employment at all times at the various mills and receive good wages for their services; besides the waters are well stocked with the choicest of fish, and their services are brought into requisition in the prosecution of this industry to such an extent that they find it far more profitable to engage in this kind of business than in making abortive attempts at farming; they, however, raise considerable hay, a few potatoes, and garden vegetables, but could and would do better had they the proper kind of land and climate. I find them fairly supplied with horses, work oxen, and cows. The day school upon the reservation is well attended, and is conducted by a sister of the Franciscan Order, without expense to the Government other than the buildings in which school is held is the property of the Government. Same will be found on descriptive statement herewith, Exhibit No. 1, and building No. 1. The same is in good state of repair and fully meets all requirements.

The buildings upon this reserve are ten in number, and when the headquarters of the La Pointe Agency were at this point I apprehend they were necessarily required. The headquarters of the agency having been removed from here to Ashland renders these buildings of no further use to the Government, except so far as residence of blacksmith and shops and stable and house on dock is concerned, they being now in use. The others are vacant, but are under the supervision of the blacksmith, the only employé upon this reserve. These buildings are on lots 3 and 4, section 20, township 51, range 3 west. The dock is located on lot 3, and is considerably out of repair, requiring six stringers, and a considerable portion of it to be replanked and quite an amount of stone in the cribs. I examined the same, and am under the impression that same could be properly repaired for

the sum of \$200. Agent Durfee was with me. He thinks it will cost about \$300 or more to repair this dock. He has authority from the honorable Commissioner to make a detailed estimate of repairs required and submit same, provided it does not exceed \$500. I can not see why the Government should be called upon to expend one cent in repairs on this dock. The Government certainly has no present or prospective use for it, and but few Indians use it for purpose of placing wood on it for use of steam-boats. At present the agency blacksmith, Joseph Denomie, has 23 or 25 cords of wood piled on this dock, and when that is sold and removed there is none cut by the Indians to be put on this dock or any place else during the season of 1884.

These buildings are all old, and could not be sold to any advantage, but could be utilized to some extent by reservation Indians, in view of the fact that all the public property, excepting some blacksmith and carpenter's tools, has been removed to agency warehouse in Ashland. I would respectfully recommend that these buildings be issued to Indians, and that lots 3 and 4 be allotted to Indians. Lot No. 3 contains 55.35 acres and lot No. 4 contains 56.70 acres, as shown by plat of same on file in agency office. The buildings upon these lots could be given the allottees or other Indians, and the dock and house on same could be held in common for use of all, or those desiring its use. In case this recommendation should meet with the approval of the Department, I would further recommend that the services of the blacksmith be dispensed with from and after June 30, 1884, and the tools and iron now on hand in this shop be issued to the Indians of this reserve, and from and after that date the Government be at no expense in maintaining shops or compensation for any employé upon this reserve. These Indians are well able and are sufficiently far advanced to manage their own affairs, except so far as relates to cutting timber from off their respective 80-acre allotments, which can and should receive attention at the hands of the agent, who is not so far distant but that he can communicate with them in person within three hours' time of receiving notice that his presence is required.

In council with these Indians they claim there is due from the Government from unexpended balances and the difference between gold and "greenback" currency paid them in 1863, 1864, and 1865, the sum of about \$118,416.29. They expressed themselves anxious and desirous of an equitable and just settlement, and also request the privilege of visiting Washington. I will refer to this matter in another portion of this report in connection with the Bad River Indians, pages 11 and 12, and also under the head of timber cut upon the various reservations will be found full report of timber cut by Red Cliff Indians, pages 13 and 14. So far as the Red Cliff Indians are concerned, I can only add that in my judgment they are worthy of citizenship, and that the rights of a citizen should be conferred upon them without unnecessary delay.

The Bad River band of Chippewas number 264 males and 234 females; total of 500. About two-thirds of these Indians are full bloods. I find them quite well advanced toward civilization and self-support; quite a majority of them are far enough advanced to become citizens, although there are a considerable number of them that are not so advanced, and I can not recommend the rights of citizenship to be extended to this band as a whole. I find these people industrious and trying to make a living; they farmed last year some 500 acres, some 200 acres of which was in oats, pease, and potatoes; the balance was in truck patches; besides, a considerable quantity of timothy hay was secured. They raised more than was required for their own consumption, and the surplus was marketed to an advantage. They also find ready and steady employment at the mills in and about Ashland and receive good wages, as they are considered good workmen, but not reliable for any considerable length of time.

The fishing industry is also prosecuted to a successful advantage by these people. The item of maple sugar is also a considerable factor in their means of support. The supply made this year is largely in excess of the past three years combined; after supplying their own wants they will have several tons for sale. I find them fairly supplied with horses, ponies, work oxen, cows, and hogs. They are giving more attention to the raising of stock than in the past. This reserve is well supplied with schools, there being two, a Catholic day school under the Franciscan Order, and a boarding and day school under Presbyterian Board of Foreign Missions. At present the schools are not in session. I was informed by the chairman of committee regarding this school that he had recommended the discontinuance of the boarding school at Odanah, but had also recommended that the day school be continued. He applied to Agent Durfee to ascertain whether or not the Government would pay the teacher or teachers in whole or in part.

I informed him that I thought the Board of Foreign Missions was able and should pay the teachers at this mission day school; and further that if the Government paid their teachers the Catholic school could with propriety ask payment for their teacher or teachers; that it was not the policy of the Government to maintain sectarian schools. I further informed him to make a written request and Agent Durfee would forward the same for

instructions. (I have forgotten the reverend gentleman's name, but he is resident missionary or preacher of Presbyterian church in Ashland.)

The principal reason for discontinuing the boarding-school at Odanah and continuing the same as a day-school arises from the fact that the Indians live close to the school, and feel able and are able to clothe and feed their children. They appear desirous that their children obtain an education; they desire to send them to day-schools and not to boarding-schools; this is the principal reason that the boarding-school at Odanah has not been a success. Mr. William G. Walker is the farmer at this reserve; he is a good and efficient man and has rendered good service. His duties are varied and somewhat arduous. He has the confidence and respect of the agent and the Indians. The agency blacksmith is a full-blood Indian; he is a good man and a good blacksmith and renders satisfaction. A considerable portion of the land within the reservation has been allotted to Indians, 174 patents of 80 acres each have been issued, and 21 new applications have been made for allotments; permission was granted these Indians to cut three-fourths of the timber from 80-acre tract patented them. They have availed themselves of this privilege, and during the past season have been actively engaged in logging upon the reserve, as will appear in another portion of this report (pages 13 and 14).

In a council held with the principal chief and headmen they claim that there is due the Chippewas of Lake Superior from the Government the sum of \$118,416.29 from unexpended balances and the difference between gold and "greenback" currency paid them in 1863, 1864, and 1865. The treaty provides that they be paid in gold, and they allege they were paid in currency. They desire an equitable, fair, and honest settlement of this matter, and they are anxious and desirous of settling finally and forever the troublesome question of applications of mixed bloods for allotments of lands within their respective reservations, and to enable them to accomplish this they think it almost an absolute necessity that they should have a personal interview and a talk with the proper officers of the Department in Washington. They most earnestly solicited me to request that authority be granted them to come to Washington for the purpose of having a big talk on business with their "great grandfather," meaning the officers of the Department. I did not promise them they should go, but simply told them I would write you as requested. In view of all the facts and the good that may arise from granting this their request, I would respectfully recommend that a delegation not to exceed ten, to be taken from four or five different bands, be permitted to visit Washington, to be accompanied by the agent and one interpreter. The matters of the Northern Pacific Railroad crossing the Bad River reserve, and the application of the Ashland Boom and Canal Company to use White River for booming purposes are other important subjects upon which they desire to consult with the Department. Should their application to visit Washington be not favorably entertained, I would most earnestly recommend that Agent Durfee be ordered to report in person to the Department for an interchange of views regarding the most satisfactory manner of disposing of the timber on allotted lands, as, in my opinion, the present mode is liable to fraud, misunderstandings, annoyances, and confusion, and in a good many instances no material benefit is derived by the Indians from the present mode of disposing of their timber. It will be observed, from the reports of timber cut within this agency on Bad River, Red Cliff, and Lac Court Oreilles, that the aggregate is considerable, amounting to 47,963,389 feet or approximating 48,000,000.

Attention is invited to the inclosed statement of Agent Durfee, marked Exhibit No. 2. I am credibly informed that a good many of the Indians who sold their stumpage at prices from \$2 to \$2.50 per 1,000 feet did no labor whatever towards cutting the timber or trying to clear the land; that they received their money for same, and now spend their time in idleness and the money as suits their whims. Instances were reported to me where the proper parties did not get their money for the stumpage sold from their 80-acre allotments, among which was three (3) Indian women, named as follows, to-wit: Moien, Shi-ba-gi-gi-go-kue, and Gagi; these three women had 4,453,220 feet at \$2.50 per 1,000, stumpage amounting to \$11,133.05. It appears that Thaddeus Thayer is the husband of Gogi, and Moien and Shi-bagi-gi-gokue are the aunts of Gogi or Gagi, and that through persuasions and misrepresentations he, Thaddeus Thayer, obtained a written order from these women for the Pioneer Lumber Company to pay him, the said Thayer, the sum of \$11,133.05, amount due these said three Indian women for stumpage cut from their respective 80-acre allotments, as follows: Moien, 1,762,000 feet; Shi-ba-gi-gi-gokue, 940,920, and Gogi, 1,750,300, aggregating 4,453,220 feet. And I was further informed by Mr. Nelson E. Pero, Government farmer for the Lac Court Oreilles, that Shi-ba-gi-gi-gokue is a very old woman, and is now in a destitute condition; that Thayer has not contributed to her support as he should have done. For want of time it was impracticable for me to visit Lac Court Oreilles Reservation in person; I had this interview with Mr. Pero in the presence of Agent Durfee.

I informed Mr. Durfee that he had not given this matter the necessary and proper attention; that he, Agent Durfee, should have seen to it that these old women received

their money, and if they were not proper persons to keep it, he, as their agent, should have deposited it in bank to their credit, subject only to their weekly check of, say, \$10 to \$25 per week as agreed upon with each woman separately, the bank book to be kept by him or his agent at Lac Court Oreilles, and no check good unless properly made and indorsed by him or his agent at Lac Court Oreilles, and only upon the day agreed upon. As it is, these poor women have let Thaddeus Thayer get possession of their money without any security. I am informed by some of the business men of Ashland that Mr. Thaddeus Thayer is pecuniarily irresponsible; the result of his obtaining this sum of money from the Pioneer Lumber Company, which should have been paid to these three women, will be to enrich himself at their expense. Agent Durfee will visit Lac Court Oreilles at any early day and investigate this matter; in the mean time he has written the Commissioner substantially the facts as above, and asked for instructions in the case. I have been informed that Thaddeus Thayer resides upon the reserve "of the Lac Court Oreilles," and that he now has a trading store just beyond or off the reservation.

By reference to Exhibit No. 2, it will be seen that quite a number of the Indians cut and delivered logs without the knowledge or consent of the agent, and when he did ascertain that they had done so he sold the same at public sale without advertisement, but subject to approval of the honorable Commissioner of Indian Affairs. "It is rather a late day to ask for approval." The Indians have been paid for the logs and stumpage, and the purchasers have to all intents and purposes received the logs. I recommend no further action in this matter, as I believe Agent Durfee did it in good faith and for the best interest of the service. I ascertained from the records of the office that the Lac Court Oreilles Reservation contains 69,136 acres; that in 1882 there were 842 Indians living upon same, but that they have now increased to about 1,041, all told, and that 283 patents of 80 acres each have been issued by the Department, and that 148 additional selections have been made for allotments and patent, but have not yet been forwarded by Agent Durfee to the Department. It is estimated that there is 200,000,000 or 250,000,000 of pine yet on the Lac Court Oreilles reserve; should the Indians be permitted to cut the same as during last season, but a few years would elapse until the reservation would be stripped of timber.

I apprehend it was not the intention of the Department to permit this wholesale lumbering, but that it is the desire that each individual Indian allottee should do some work towards clearing up his land or his 80-acre allotment; if such was the intention, the Indian has failed so far to do so. I am at a loss to recommend what would be for the better for the future cutting of the pine timber on these reserves, only this, I would respectfully recommend the discontinuance of the present mode, and perhaps in the interview solicited for Agent Durfee, a different and a better mode may be arrived at than at present. The Government has no agency farm upon this reserve, but own one yoke of cattle which are practically of no use to the Government; recommend that they be issued to the Indians, or sold at public sale. I carefully and rigidly examined the books, papers, and records of the office and found them neat and properly kept and up to date. I inclose herewith list of employes of the several reservations from the best information obtainable. I learn that their moral character is good, that they are efficient and trustworthy and take an interest in the respective duties assigned them.

The moral character of Agent W. R. Durfee is good; in fact there is no man either in public or private life in this part of the country that has a better reputation for morality, honesty, and integrity than has Agent Durfee. He is a man of good business capacity and in his intercourse with the Indians intrusted to his care, I believe his every-day actions tend to their advancement.

Very respectfully etc.,

ROBERT S. GARDNER,
U. S. Indian Inspector.

The SECRETARY OF THE INTERIOR.

Indian.	No. logs.	No. feet.	Price per M.	Contractor.
Manadis Belisle.....	2,957	615,350	\$6.25	Pioneer Lumber Company.
Esther Belisle.....	3,892	703,390	5.75	Do.
Shi-yab.....	3,430	823,510	5.50	Do.
Alec Benton.....	158	33,470	6.00	Dobie & Stratton.
Josiah.....	642	117,240	6.00	Do.
Beshigoish (Denasha).....	150	28,450	6.00	Do.
Okabegishig (Yankee Jo).....	1,031	107,200	4.00	Do.
Baptiste.....	254	62,050	5.50	Do.
Oshawashkogishigokwe (A. Belisle).....	847	165,230	6.50	Pioneer Lumber Company.
Kinosham.....	748	203,060	5.50	Do.
James Vernett.....	513	64,970	5.00	Dobie & Stratton.
Pimosowigishig.....	630	145,880	6.00	Pioneer Lumber Company.
Alex Slater.....		32,000	5.50	Dobie & Stratton.
Shabogishig.....	46,000		5.50	Do.
Kiashkibas.....	386	72,800	5.50	Do.
Bopco.....	440	75,220	6.00	Do.
Nosquatchinagon (about).....		40,000	6.00	Do.

The foregoing logs were put in without contracts by the parties therein named and the sales thereof were approved by me subject to the approval of the honorable Commissioner of Indian Affairs. The logs were cut from lands for which these Indians have patents. Total 3,235,820 feet.

W. R. DURFEE,
U. S. Indian Agent.

LA POINTE AGENCY, Ashland, Wis., April 30, 1884.

Abstract of logging operations on Lac Court Oreilles Reservation, La Pointe Agency, Wis.

No. logs.	No. feet.	Price per 1,000.	Amount.	Indian.	Contractor.
1,872	427,070	\$5.00	\$2,135.33	Aga-bay-bi-nes.....	Dobie & Stratton.
2,193	545,960			Mrs. Sozay.....	
+642	117,240	6.00	703.44	Josiah *.....	
1,256	236,190			Meissaba.....	Do.
1,550	264,390	6.00	1,586.34	Mudjikiwis.....	Do.
479	112,650	6.00	6,759.00	Pimwawisquanokwa.....	
247	40,170			Ondeg.....	
159	29,860			James Verette *.....	
+513	64,970	5.00	323.85	Alex Slater *.....	
543	32,000	5.50	176.00	Shabogijig *.....	
172	32,000	5.50	176.00	Pobokoway.....	
232	46,630	5.50	253.00	Antoine Desneys *.....	
34	5,560			Ogabaygijig *.....	
152	28,450	6.00	170.70	Mrs. Menogeschek.....	Do.
1,031	167,200	4.00	423.80	Little Batrece *.....	
823	207,640	6.00	1,245.84	Cona Chamer *.....	
+254	62,050	5.50	341.28	Ojawashkogijigokwa *.....	
255	62,050	5.50	341.28	Bopie *.....	
748	203,060	5.50	1,116.83	Alex Bellisle.....	Do.
847	165,230	6.50	1,074.00	Signagee.....	
440	75,220	6.00	451.32	Pimosaygesheek *.....	
770	165,480	6.00	992.88	Vincent Corbine.....	North Wisconsin Lumber Company.
219	41,140			Inasamie.....	Do.
630	145,880	6.00	875.28	Chingwawa.....	Do.
3,511	791,180	6.25	4,944.88	Alex Ozhegay.....	Do.
3,020	672,680	6.25	4,204.25	Charles Ozhegay.....	Do.
2,492	528,220	6.25	3,301.38	Batiste La Roche.....	Dobie & Stratton.
1,968	356,920	6.25	2,230.75	Pasha Gabanis.....	
1,611	351,430	6.25	2,196.44	John La Roche.....	Pioneer Lumber Company.
3,340	750,980	5.50	4,130.39	Alex Benton *.....	
214	40,250			Siganigay.....	
3,032	801,030	6.00	4,806.18	Wajashk, sr.....	Dobie & Stratton.
158	33,470	6.00	200.82	Alex Totrochard.....	North Wisconsin Lumber Company.
219	41,171			Wasigijigokwe.....	Dobie & Stratton.
3,032	647,420	6.00	3,884.52	Wetagabord.....	
2,099	430,990	6.25	2,693.63		
1,613	503,860	6.00	3,023.15		
218	56,690				

Abstract of logging operations on Lac Court Oreilles Reservation, etc.—Continued.

No. logs.	No. feet.	Price per 1,000.	Amount.	Indian.	Contractor.
2,991	709,980	\$6.00	\$4,259.88	Ogabekamig.....	Dobie & Stratton.
1,722	845,030	6.00	2,070.18	Alex Bastoime.....	Do.
3,965	63,710	6.00	382.26	Ojawashkogijig.....	Do.
361	87,300	6.00	523.80	Wezon.....	Do.
1,940	538,120	6.00	3,228.72	Ombanawkadokwe.....	Do.
5,498	1,005,350	6.00	6,032.10	Vincent Andeg.....	Do.
2,781	649,550	6.00	3,897.30	Alex Corbine.....	Do.
1,238	238,170	.....	.....	Gigisabines.....	.....
1,165	253,890	6.00	1,523.34	Wagashigan.....	Do.
1,629	113,910	6.00	683.46	Wabagamagar.....	Do.
5,040	973,980	6.00	5,843.88	Bemosekwe 1st.....	Do.
3,479	733,950	6.00	4,403.70	Odahbidahz h i o m o k w e (Wabryashe, deceased).....	Do.
1,615	359,710	6.00	2,158.26	John Bedod.....	Do.
1,173	42,140	6.00	252.84	Andeg, Jr.....	Do.
1,135	325,510	6.00	1,953.06	Therese Bellisle.....	Do.
2,217	516,130	6.00	3,096.78	Mitigomig.....	Do.
3,466	762,980	6.00	4,577.88	Gagijigasung.....	Do.
7,088	1,280,560	5.75	7,363.22	Antoine Desneveys.....	Do.
3,437	617,700	6.00	3,706.20	Bimosekwe 2d.....	Do.
98	14,280	6.00	87.68	Mizhishiwigijla.....	Do.
386	72,800	5.50	400.40	Kioahkibos*.....	.....
3,089	715,010	6.00	4,296.06	Dagiosl (Billy Boy).....	Donald McDonald.
2,442	635,550	6.00	3,813.30	Sagudjoe.....	Do.
2,987	807,670	6.00	4,846.02	Naokwe.....	Do.
1,173	306,130	6.00	1,836.78	Nakins.....	Do.
1,012	359,900	6.00	2,159.40	Bijigobines.....	Do.
1,921	495,890	6.00	2,975.34	Shibidinagan.....	Do.
1,717	182,370	6.00	1,097.22	Wezhigan.....	Do.
136	33,940	.....	.....	Louis Hall.....	.....
82	6,310	6.00	37.86	Minakwad.....	Dobie & Stratton.
7,700	1,750,300	6.00	10,501.80	Gagil.....	Pioneer Lumber Company.
7,649	1,762,000	6.00	10,572.00	Morin.....	Do.
4,899	940,920	6.00	5,642.52	Shibagijigokwo.....	Do.
4,445	109,730	6.00	658.38	Boshking.....	Do.
†2,957	615,350	6.25	3,845.93	Manadis*.....	.....
2,958				Esther Bellisle*.....	.....
3,892	703,390	5.75	4,044.49	Shiab*.....	.....
†3,430	†823,510	5.50	4,529.30	John Corbine.....	Pioneer Lumber Company.
3,550	823,540			Bazil Davis.....	North Wisconsin Lumber Company.
3,100	805,780	6.00	4,834.68	Gekek.....	Do.
2,710	611,570	6.25	3,822.31	Jack Kawagan.....	Do.
2,485	511,930	6.25	3,164.56	Gagligwgon.....	Do.
2,185	440,390	6.25	2,752.44	Nanaongebe.....	Do.
2,500	456,980	6.25	2,856.13	.....	.....
1,495	300,050	6.25	1,875.31	.....	.....
	31,591,950		187,880.08		

Referring to those accounts marked with an asterisk (*) the logs were cut and banked by the Indians without contract, and were sold at public sale by Indian Agent W. R. Durfee, subject to the approval of the honorable Commissioner of Indian Affairs.

These accounts, having no price or amount carried out, can not at present be satisfactorily reported on, trouble arising from the fact that the names as given by the scale do not agree with the names of Indians as given by contracts. This will be subsequently reported on by Indian Agent Durfee.

In the cases of Josiah, James Verette, Manadis, and Shiab, the figures marked with a dagger (†) were given by the scaler to Agent Durfee at the time of sale and do not agree with scaler's final report as shown by the other figures. These will also be reported on by the agent.

The above report is furnished for the information of Inspector Robert S. Gardner, and is in accordance with the information I now possess.

W. R. DURFEE,
U. S. Indian Agent.

Bad River Reservation.

Logs.	Feet.	Price per 1,000.	Amount.	Indians.	Contractor.
3,784	470,403	\$6.50	\$3,057.62	Weogezhig.....	B. G. Armstrong.
240	45,957	6.50	298.72	Nodinogezhig.....	Do.
1,314	165,631	6.50	1,076.60	Waiansawage.....	Do.
	3,936	6.50	25.58	Bagonagezhigokwe.....	Do.
1,983	283,101	6.50	1,840.16	Ogezhigokwense.....	Do.
1,967	338,681	6.50	2,201.43	Joseph W. Martin.....	Do.
3,100	788,365	6.50	5,124.37	Gitchigunzenoish.....	Ashland Lumber Company.
3,669	501,218	6.50	3,207.42	Jno. B. Madwegan.....	Do.
1,000	225,380	6.50	1,464.97	James Doolittle.....	Do.
1,600	427,788	6.50	2,780.62	Jos. Scott.....	Do.
910	303,496	6.50	1,972.72	Frank Sky Sagakomin.....	Haskins & Denomie.
	156,152	6.50	1,014.99	Henry Manypenny.....	Do.
	808,793	6.50	5,257.15	John B. Duefault.....	Do.
	404,401	6.50	2,628.61	Mary Amonse.....	Do.
	104,865	6.50	681.62	Wabozmindioie.....	Do.
	474,672	6.50	3,085.37	Chas. Haskins.....	Do.
315	104,604	6.50	679.43	Majigabow.....	Do.
	105,073	6.50	682.94	Michael Jannesse.....	Moore & Hart.
	77,579	6.50	504.26	John Kawagash.....	Haskins & Denomie.
	237,982	6.50	1,546.88	Geo. Messinger.....	Do.
1,167	264,009	6.50	1,716.06	Nawakamegwebi.....	Moore & Hart.
	180,475	6.50	1,173.08	John Green.....	Haskins & Denomie.
	448,353	6.50	2,914.29	Gitchisabadis.....	Do.
1,310	424,653	6.50	2,760.25	John Kagagun.....	Moore & Hart.
1,038	280,057	6.50	1,820.37	Makadekaikokwe.....	Do.
3,305	624,081	5.00	3,120.41	Wm. La Pointe.....	McDougal & Raymore.
		*6.00		Bokaway.....	D. B. Palmer.
		*6.00		Nodin.....	Do.
		*6.00		Sha-bor-dishkong.....	Do.
		*6.00		Jos. Denomie.....	Do.
		*6.50		Antoine Denomie.....	Do.
		*6.50		Henry Denomie.....	Do.
852	156,748	6.00	940.49	Chas. Charette.....	N. Boutin.
1,913	365,258	6.00	2,191.55	Ogabesh Kamokwe.....	Do.
1,405	304,694	6.00	1,828.16	Antoine Quebec.....	Do.
188	865,925	6.00	395.55	Nesanigyzhig.....	Do.
	†9,142,330		57,991.37		

† Add 3,200,000 feet on Palmer contracts improperly scaled and to be rescaled, making 12,342,330 feet. * The scale of these logs not being satisfactory, they are to be rescaled in boom, estimated 3,200,000 feet.

GARDNER, Inspector.

Memorandum of logs cut without contract on the Bad River Reservation, La Pointe Agency, Wisconsin.

Logs.	Feet.	Price.	Amount.	Indians.	Purchasers.
1,123	297,365	.....	.....	William Haskins.....	Haskins and Denomie.
	287,891	.....	.....	Joe Northshore.....	Do.
850	11,803	.....	.....	George Martin.....	Do.
	202,280	.....	.....	Peter Cloud.....	Ashland Lumber Company.
	24,679	.....	.....	James White.....	Do.
	1,023,018				

Contracts covering the above report will be furnished:

On contracts----- 12,342,330
 Without contracts or proper authority but from allotments----- 1,023,018

13,365,448

GARDNER, Inspector.

Abstract of logging operations on Red Cliff Reservation, La Pointe Agency, Wisconsin.

Logs.	Feet.	Price.	Amount.	Indians.	Contractors.
3,498	564,131	\$5.50	\$3,102.67	J. B. Roy.....	Fred. Fischer,
3,627	575,201	5.50	3,163.61	John B. Gauslin.....	Do.
2,469	341,172	5.50	1,875.90	Abidash.....	Do.
4,254	627,048	5.50	3,438.76	John Buffalo.....	Do.
3,225	484,526	4.50	2,180.37	J. B. Gordon.....	No.
308	31,363	.....	.....	Moses Du Perry.....	R. D. Pike.
	200,300	\$8.00 & 9.00	.....	Antoine Buffalo (oak timber) }	
	182,250	5.50	.....	.....do..... (pinetimber) }	
	3,005,991				

Contract covering the above report of Moses Du Perry will be furnished for J. B. Gordon, Moses Du Perry, and Antoine Buffalo, or at least they should be.

GARDNER, *Inspector.*

LA POINTE INDIAN AGENCY,
Ashland, Wis., December 9, 1885.

SIR: Under your instructions of November 23, 1885, I arrived at this agency the 5th instant.

Owing to the very severe storm which has been raging since 3d instant, I have not been able to make as intelligent an inspection as I should liked to have done, navigation upon the lakes and rivers being entirely closed, and the roads through the country utterly impassable.

On the 7th instant Agent Gregory and myself started in a sleigh to visit the Bad River Reservation, but owing to the complete blockade of the roads we were compelled to turn back.

After talking with the farmer, Agent Durfee, and present agent, Gregory, I am satisfied that this is not the time of year to get a fair condition of the affairs upon the reservations under the supervision of this agency, as now the Indians are off in the woods "logging."

Agent Gregory, who I am favorably impressed with as being "the right man in the right place," is very anxious that an inspector should come here at a time when the reservations can be reached, as there are one or two matters to which he desires your attention called, viz:

Under the provisions of the treaty of 1866 between the United States and the Bois Fortes band of Chippewa Indians the annuity payments cease January, 1886. Their condition is no better now than it was twenty years ago. Should the Government withhold any further assistance from them it would simply mean "turning them out to die."

At the Fond du Lac Reservation the Indians are living a life of licentiousness and drunkenness, there being no white employé there to check them. What the agent desires is authority to employ some suitable person to put them in charge. The Commissioner of Indian Affairs desires to know of Agent Gregory if such a person can be employed at a salary not exceeding \$300 per annum; that can not be done, wood-cutters here now are getting \$25 per month and board. I would recommend the agent be authorized to employ a suitable person at a salary not exceeding \$60 per month.

I made an examination of the books and accounts of this agency; found them correct and well kept.

Very respectfully,

M. A. THOMAS,
U. S. Indian Inspector.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, December 14, 1885.

Respectfully referred to the Commissioner of Indian Affairs for his information and proper action on the matters herein referred to.

H. L. MULDROW,
First Assistant Secretary.

DEPARTMENT OF THE INTERIOR, INDIAN INSPECTION SERVICE,
Ashland, Wis., August 2, 1886.

SIR: On my arrival here, I find the agent absent in Washington. The recent census of the Indians, under this agency is as follows:

Bois Forte Reservation, in Minnesota	702
Fond du Lac Reservation	455
Grand Portage	301
Bad River	508
Lac Court d'Oreilles	1,170
Red Cliff—Half Breeds	192
Lac du Flambeau	468

These reservations are scattered. Some of these Indians have engaged in logging—a few make gardens in summer, hunt and fish. As long as they are permitted to engage in logging, but little permanent work will be accomplished; the money so earned is wasted. From all I can gather these Indians are not progressing as well as the Indians generally on the Western reservations. They are in a measure self-supporting and no expense to the Government for rations, etc., but their condition is not being improved or bettered. They do not seem to care to educate their children or to advance their condition, but only to get enough money to visit the town, and have been retrograding instead of improving.

The agency is located at this place—it should be on the reservation near here, where there are houses, etc. Its location in the town only encourages Indians to visit it. The Bad River Reservation has a depot, telegraph station, and every facility for business, etc., thereon. Two clerks and an agent located in Ashland seems to be the wrong place.

A commission having been appointed to visit these reservations and recommend the changes necessary to better the condition of the people, I deem it unnecessary to visit each one separately.

Respectfully,

FRANK C. ARMSTRON,
U. S. Indian Inspector.

Hon. L. Q. C. LAMAR,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR, August 7, 1886.

Respectfully referred to the Commissioner of Indian Affairs for his information and proper action. This report to be returned to Department files.

H. L. MULDROW,
First Assistant Secretary.

UNITED STATES INDIAN SERVICE,
Saint Paul, Minn., December 3, 1886.

SIR: In further compliance with Department instructions of October 15, 1886, I have the honor to report that I have carefully inspected the La Pointe Agency, Wisconsin, and as a result of my observations respectfully submit the following:

The population or number of Indians residing within the agency and upon the different reservations, as ascertained from the census last taken and from estimates made by the agent and agency employes, is substantially as follows, to wit:

Bad River	508
Red Cliff (Bayfield)	192
Lac Court d'Oreilles	1,150
Fond du Lac	455
Lac de Flambeau	468
Boise Forte	702
Grand Portage	301

Aggregating a grand total of

3,776

During the months of October and November, 1886, the measles in an epidemic form prevailed at the Lac de Flambeau reserve, and resulted in the death of 30 persons, 8 adults and 22 children; some of them are yet sick with this disease, and their recovery is doubtful. I visited them on the 22d and 23d of November, and found their village

practically temporarily abandoned, and was informed by the school teacher, Clara E. Allen, and the Rev. Mr. F. E. Spees that the Indians had been gone some two or three weeks (with their families) on their annual fall hunt. Some few old men, women, and children were left, and these were found in very needy and poor circumstances; they were in such straitened circumstances that the agent found it an imperative necessity to issue them 2,000 pounds of flour and 1,000 pounds of pork. This issue has been consumed, and it is now necessary to make them another issue of a like amount, of 2,000 pounds of flour and 1,000 pounds of pork, which will be done this week or early in next week. These Indians are very poor indeed, and might be said to be almost on the verge of starvation.

During the season last past they cultivated but very little land; they have not the means or facilities for engaging in farming; they own but 6 or 7 small ponies and no oxen or plows, and own but 1 wagon; was informed that they raised 300 or 400 bushels of potatoes, and a very limited amount of garden vegetables; about 90 to 100 bushels of potatoes are now in hands of 2 parties who are inclined to be a little thrifty. These Indians are so very poor and needy that additional amounts of supplies will of necessity have to be issued to them, otherwise I can not see but some of them will almost, if not entirely, starve to death; they have not engaged in logging enterprises as Indians have done upon other reservations, and as a consequence have derived no benefit whatever from the timber upon their reserve. This contains 69,824 acres, and is well timbered with both pine and hard wood; these Indians have taken allotments to the number of 59, but as yet no contracts have been made or entered into by the Indians to market their surplus pine. The agent received (telegraphic) authority from the Acting Commissioner of Indian Affairs November 5, 1886, as follows:

"To clear their allotments in quantity sufficient for actual necessity, with permission to sell surplus timber. Keep the work well in hand and see that no speculators get in on reservation."

On the 23d November I met a Mr. O. H. Sherman, of Chippewa Falls, at the reservation school-house, who had come there to see the Indians regarding their pine; I left him there awaiting the return of the Indians who had made selections of land to be allotted them. Before leaving he informed me that he had come prepared to offer the Indians for their timber the following prices, delivered upon the banks of streams that logs could be run, as follows: \$4 per 1,000 for Norway, and \$5 per 1,000 for white pine. I was informed by the agent, Mr. O. H. Sherman, and others, that this was a fair price for the logs, as a considerable expense would have to be incurred in building a dam and repairing banks of streams to confine the water so as to float the logs to the Chippewa River, as hereinbefore stated.

These Indians have never logged for themselves, but have worked in logging camps for the whites, but they could not be depended upon as steady workers; they soon get tired and quit work. It may be that when they go to work for themselves they may act differently, but it is extremely doubtful; and, as a consequence, white men will have to be employed by the contractors to complete their contracts and in relation to all matters connected with the logging enterprises of the Lac du Flambeau Indians. I had frequent conversations with Agent Gregory, who informed me that he would give this matter his personal and special attention, and try and make a success of it. However, it is late in the season to commence the logging enterprise, and partial success may only crown their efforts. I would, however, respectfully recommend that these Indians be permitted to at once engage in clearing their lands and authorized to sell their surplus timber. There is no male employé at this reserve, and but one employé, who is a school-teacher. Would recommend that this reservation be supplied with one additional farmer. A good practical man can do good, an incalculable amount of good, here, and if these Indians are properly handled and assisted by a man of push and energy, their advancement on civilized pursuits will be both rapid and commendable. In the past these Indians have been neglected, and now is the time to push them to the front. The building at this reserve, used as school-house and residence for teacher, requires some minor repairs to the gables, roof, and floor. It will require from \$75 to \$125 to place the building in proper repair, and to make it comfortably warm for the rigorous winters experienced in this latitude.

In the event of the purchase of the building from the Presbyterian Board of Missions reported upon, in report of 24th of November ultimo, this building can be used by the farmer (if one is appointed) for residence or store-house, for supplies and agricultural implements, etc. The Indians own and live in five houses; the remainder of these Indians live in bark wigwams, or "wickieups," and have this, their village, near the school-house. I regretted not being able to see more of them and have a talk with them, but could not, as they nearly all were absent, and not expected to return until the close of this month. The town of Fifield is distant by rail from Ashland 65 miles; the school-house on this reserve is 35 miles distant from Fifield. This reservation can be reached

in one day from agency headquarters. The importance of giving these Indians and their logging enterprises close personal attention upon the part of the agent, or a competent agency employé, should not be overlooked, and the agent should be so directed.

The Indians at Bad River reserve number 509. These Indians are quite well advanced in civilization, and are industrious, and some of them quite thrifty. Their reservation contains 124,333 acres; they have had issued to them 380 allotments; they have built 11 new houses this year, and now own upon the reserve 119 houses; they own 88 head of stock cattle, 24 yoke of good oxen, and 102 head of extra large good work horses. These animals they use in their logging enterprises in the winter, and are using them to some extent in farming in the summer. They have not, however, improved their allotments as was contemplated when the authority was granted to cut the timber from 60 acres of the 80 acres allotted. Some improvements have been made, but very few. Some of the allottees, after having received their allotments, caused the pine timber to be cut therefrom, and have received their money for same, and have moved to other portions of the State and engaged in other business.

I ascertained from ex-Farmer Walker (who was relieved September 30, 1886) that these Indians raised during the last season 8,000 bushels of potatoes, 2,000 bushels of turnips, 300 bushels of oats, and 300 tons of hay. They have taken good and proper care of their agricultural implements and tools. The majority of these Indians live in their village or town of Odanah; the land upon which this town is located—and the old graveyard is also located upon the following described allotment—west half northwest quarter, section 25, township 48, range 3 west. This allotment appears to have been selected by one James Blackbird; his patent or certificate of allotment is dated June 20, 1881, and was delivered to him by ex-Agent Durfee September, 1882. There is considerable dissatisfaction on the part of the Indians regarding the allotment of this particular piece of land as above described. They allege that it was cleared up and put in shape by all the Indians working in common for the purpose of a graveyard and a village for the living. Some twenty-five or more families, including James Blackbird, are now living upon this 80-acre tract allotted the said James Blackbird. Blackbird claiming title to this land by virtue of his allotment, has ordered the different parties to remove from off of his land. As yet no removals have been made, and those living thereon persistently refuse to leave, saying that they have been living there some fifteen or more years before the allotment was made to James Blackbird, and they will not leave. Blackbird declines to surrender his allotment for cancellation and have a new allotment made him, but is willing to leave the matter to the Department and cheerfully acquiesce and abide by its decision. The foregoing facts are uncontroverted. I think a mistake was made in allotting the foregoing described land to James Blackbird, or any one else, as the ancient graveyard of the Chippewas of Lake Superior should be respected and held in trust for the whole band. A formal application from the Indians, through their agent, to the honorable Commissioner of Indian Affairs, requesting the cancellation of this patent to the land hereinbefore described was drawn, and, no doubt, has been transmitted by the agent. No particular injustice can be done James Blackbird should this patent be canceled, as he could select another 80-acre tract within the reserve. True the better portion and heavily timbered land within the reserve has previously been allotted, and Blackbird would not get what he should have had had he selected at an earlier period.

The Indians at Red Cliff number 192; they are nearly all half-breeds and quarter-bloods. A considerable number of them live in Bayfield and obtain steady and remunerative employment in the various mills, logging camps, etc. These people have had 34 allotments made them upon this reserve, which contains 13,993 acres; they have logged the timber therefrom, and have cleared up a considerable number of fields, which are principally sown to timothy, which yields well and is always in demand and brings good prices. These Indians are self-supporting, and, in fact, are so far advanced in civilization that they should be made citizens of the United States. In reference to the land belonging to this reservation, I inclose herewith Exhibit No. 1, communication of James T. Gregory, United States Indian agent for the La Pointe Agency, to which attention is respectfully and earnestly invited. Some disposition should be made of this land; it should be allotted to the Indians or restored to the public domain, and if so restored the Indians should be paid a fair value for the same.

The Lac Court d'Oreilles number 1,150—596 males, 554 females, with 308 children of school age. Their reservation contains 69,136 acres. They have had 463 allotments made to them, and have now on file in agent's office 98 applications for allotments, aggregating 561 allotments. The Indians upon this reservation, upon receipt of their allotments, have sold their pine, and are now engaged in logging enterprises on rather an extensive scale. Up to this date 170 contracts for the sale and delivery of the pine cut from their allotments have been made and approved by the agent.

As a general thing, preference is given to the Indians in the employment of labor in cutting, hauling, and banking this pine timber. The wages paid to the Indians are \$30,

\$35, and \$40 per month, with board; and prices paid to white men are from \$26 to \$30 per month with board. Indian labor is uncertain. When they get tired of their job they quit without any notice or warning to the contractor, and as a natural result the contractors are necessarily forced to hire some white men to take the places of Indians. This can not be avoided, unless the Indian will work regular and during the entire logging season. So far this winter everything starts off pleasantly and smoothly; wages are good and the traders sell goods at fair and reasonable prices. I had a council with the Indians, and during this council the question was asked quite often, "What are we to do for land for our children as they 'grow up?'" I answered them that they would have to do the same as white men—cultivate and care for the land that had been allotted them, and see to it that it was well improved, and when their children grew up and wanted more land they could go and purchase it the same as white children who were now growing up? I tried to impress upon their minds the fact that in this wholesale contracting for the cutting and sale of their pine that the day was not far distant when they would have no pine to sell and they would be compelled to work for themselves and families. Some of them now realize this fact. They sold their pine, got their money, and have spent it, and are now without anything. There are, however, a few exceptional cases. I ascertained from the farmer, Mr. William Rusler, a very competent, active, energetic, and efficient man, that 65 families were engaged in farming during the last season. Their farming was done principally with shovels and hoes, and he reported that they had raised 3,500 bushels potatoes, 1,200 bushels turnips, 600 bushels of oats, and 300 tons of hay. They own no plows. They should be supplied with not less than 20 plows during the coming season. During this last summer 70 new houses were built, including 35 houses built upon allotments.

They present a neat and comfortable appearance; they own 130 good work horses, 62 oxen, and 9 cows, which they have purchased from sale of timber; they take fair care of these animals, and their owners are evincing a disposition towards thrift and enterprise. There are others, however, who spend their money very rapidly, and some of these intrust their money to their supposed friends, and when they call upon their friends for funds they are informed there is none—all gone. This was the case of a large fund given by ex-Agent W. R. Durfee to Thad. Thayer for Moien and She-bi-gi-go-qui. Thayer has run through with this money—several thousand dollars—and these two old women are practically in a destitute condition; at least, they are issued flour and pork by the agent, and by him are classed as poor and destitute. A full account of this transaction of Thayer and ex-Agent W. R. Durfee was given in detail in my report for the La Pointe Agency September, 1885. There are now seventeen persons who placed their money derived from the sale of logs from their 80-acre allotments in the hands of Agent Gregory, who deposited the same in the banks at Hayward and Chippewa Falls to the credit of the individual Indians, subject to check of only from \$5 to \$10 per week, as agreed upon. This method has proven satisfactory, and those who so deposited their funds are living comfortably, whilst the others, who spent their funds, are hard up. These Indians are smart, active, and intelligent, and they are beginning to see and realize the fact that they are expected to make their own living. They can do it and should be made to do it, and I would recommend that in the future no supplies "subsistence" be issued to the Lac Court d'Oreilles. During the council here and at Bad River the subject of the indebtedness of the Government to them in the amount of \$118,406.29 was brought up. From the best information I have had, the Government owes the Chippewas of Lake Superior and Mississippi the sum of \$118,406.29, and I would respectfully recommend if, upon investigation of the books, it is found there is any money due the Chippewas, that such proper legislation be had as will secure the payment of same.

I closely and critically examined and inspected the books, records, and accounts of the office, found them neat and properly kept and up to date; all public funds and property properly cared and accounted for. I inclose herewith Exhibit No. 2, list of employees; found them capable, faithful, and efficient, and taking an interest in advancing the Indians. The issue clerk and farmer, Mr. R. G. Rodman, jr., is deserving of special notice; he is particularly well qualified for the position, the duties of which he discharges faithfully, promptly, and efficiently; the character and amount of service he performs is well worth at least \$900, and I would most earnestly and respectfully recommend that his salary be increased from \$600 to \$900 per annum from January 1, 1887.

The agency owns no buildings in Ashland, Wis.; the headquarters of the La Pointe Agency is rented property, for which an annual rental of \$600 is paid.

I inclose herewith Exhibit No. 3, list of buildings within the agency. All the buildings at the Red Cliff reserve (the old agency) have been issued to the Indians excepting building No. 1, which is used as a day school by the Indians. Buildings Nos. 2 to 6, inclusive, are at Lac Court d'Oreilles reserve. They were found in a fair state of repair excepting No. 4, which is worthless and beyond repair. Nos. 9 and 10 are upon Bad River reserve; they are in fair repair. There are no quarters here for additional farmer.

No. 9 could be repaired and made reasonably comfortable for residence and quarters of farmer at an expense of \$150 to \$200, and I would recommend that the proper authority be granted for this purpose. Building No. 15, Lac du Flambeau reserve, has been referred to upon page 5 of this report.

Whilst at these different reservations I would have inspected the schools, but there was nothing to inspect but day schools, and they were not in session, for the following reasons: At the Lac du Flambeau Mrs. Clara Allen is teacher, at compensation of \$800 per year. The attendance in the latter part of summer and fall, as appeared from register, was about an average of 9 or 10 pupils. There was no attendance in November, occasioned from the fact that the measles, in an epidemic form, prevailed, and some of the school children died. The attendance has been both meager and irregular. The teacher appears to be a bright, smart woman, but also appeared to me indifferent and lacking the proper energy and zeal in inducing the children to attend the school. I think her place should be supplied with a male teacher, who could give outside matters some attention.

The day school at Lac Court d'Oreilles, Mrs. S. J. Currie, teacher, had an enrollment of 31 during September, and October the attendance was fair. November, very poor. During second week of November the attendance was one for one day; third week of November the attendance was one for one-half day, certainly a very poor showing. Within a short distance of this school the Catholic Church maintains a day school. Their regular attendance is now, and has been, from 40 to 50. The children have left the Government school and gone to the Catholic school, which is all right, so as they get an education. This school should be discontinued from and after January 1, 1887, unless the attendance should be increased.

There is a Government cow here, used by the farmer. She and her five-months-old calf should be sold. The farmer, however, furnishes feed for this cow, as also for one horse, which he absolutely requires for the proper discharge of his official duties. The Government should furnish feed for the farmer's horse, and I so respectfully recommend.

The day school at Pah-quah-wong, is taught by Mr. James Dobie, a bright, intelligent young man, whom I met at Lac Court d'Oreilles on Sunday, 21st November ultimo; he reported an average attendance of 8 pupils. This school is doing good and should be maintained. I inclose herewith list of school employes, Exhibit No. 4.

The moral character of Agent James T. Gregory is good. I find him a man of extra and superior business capacity; he has push, energy, and good executive ability; is honest and industrious, and is using his best endeavors to advance the Indians under his charge towards civilization, honest industry, and self-support.

Very respectfully,

ROBERT S. GARDNER,
U. S. Indian Inspector.

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

DEPARTMENT OF THE INTERIOR, *December 15, 1886.*

Respectfully referred to Commissioner Indian Affairs for his consideration and proper action on the matters herein referred to. The Department to be advised as early as practicable of the action taken thereon. This report to be returned to the Department files.

H. L. MULDROW,
Acting Secretary.

LA POINTE INDIAN AGENCY,
Ashland, Wis., September 29, 1887.

SIR: Under your instructions of April 30, 1887, I have made an inspection of this agency and submit this, my report, thereon:

There are seven reservations included in this agency, viz: Bad River, Lac Court Oreille, Lac du Flambeau, Red Cliff, Wis.; Grand Portage, Vermillion Lake, Fond du Lac, Minn.

On most of these reservations selections of land have been made by the Indians, which selections were confirmed by the Indians in council assembled. The records of these selections have been forwarded to the Department for approval, but up to this time have not been returned to the agency.

The Indians are very anxious these selections should be approved and patents issued to them for same, as they are depending upon the selling of their timber, etc., for their living and the procuring of means with which to improve their land (building houses and other improvements).

As it is now, no one will buy the timber from these lands, as the Indians can show no ownership of same. The winter being the only time timber can be cut to an advantage, I would recommend these selections be approved by the Department, and immediately

forwarded to this agency, otherwise the Indians will be put back one year; they will have no occupation, nor any means of earning a livelihood the coming winter, the result of which will be the Government will have to support them.

The approval of these selections does not conflict or interfere with the provisions of the severalty bill of 1887.

These selections that have been so made are upon the Rad River, Fond du Lac, Lac Court Oreille, and Lac du Flambeau Reservations.

The books and accounts I examined and found to be correct.

Naganab, chief of the Fond du Lac band of Chippewas, who has always been friendly to the United States Government, and it is said through his influence kept the Chippewa Indians from joining the Sioux's in 1862, is now old and poor, and desires the Government should provide him with a home in his declining years, which certainly seems not unreasonable. Agent Gregory, who approves of the desire of Naganab, is now engaged in preparing an estimate of the cost of a house such as would make the last days of this "good Indian" comfortable, and will forward the same to the Department, requesting authority for the building of said house, which authority I earnestly recommend be granted.

This I find to be a very important agency, requiring a great amount of attention from the agent. The country around the reservations connected with this agency is rapidly filling up, and it is with the greatest difficulty settlers are kept from encroaching upon the rights of the Indians. Agent Gregory, who has had personal experience in lumbering and the cutting of timber, etc., has persistently protected the Indians in the making of their timber contracts, etc. In thus doing his duty, his experience is that of most good agents—he has incurred the animosity of some people who think the Indians have no rights the agent should protect, and are constantly trying to make trouble for the agent.

Very respectfully,

M. A. TAOMAS,

U. S. Indian Inspector and Special Disbursing Agent.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR, *October 13, 1887.*

Respectfully referred to the Commissioner of Indian Affairs for his consideration, and for proper action on the matters herein referred to. The Department to be advised as early as practicable of the action taken thereon in the column left for that purpose, the synopsis of this report.

This report to be returned to the Department files.

H. L. MULDROW,
Acting Secretary.

WASHINGTON, D. C., *Friday, April 13, 1888.*

The select committee met, at the call of the chairman, at 11 o'clock a. m.

Present: Senator Chandler (chairman) and Senator Blackburn.

The CHAIRMAN. I addressed a letter to Assistant Commissioner Uppshaw requesting him to come before the committee and bring a letter which was designated in my communication to him. I observe that he is present, and I will ask him if there is such a letter as that spoken of in my communication?

Assistant Commissioner UPSHAW. Yes, sir, there is, and I have the letter with me (producing the paper in question). Some of the other papers asked for in your letter are being prepared, and will come to the committee through the Secretary to-day. If you desire to ask me any questions in regard to the letter I shall be happy to answer them.

The CHAIRMAN. I do not think it is necessary; at any rate I will not do so this morning, as there is not a quorum of the committee present.

GEORGE C. ELLISON'S CASE.

The CHAIRMAN. (Addressing Mr. George C. Ellison.) What do you wish to say to the committee?

Mr. GEORGE C. ELLISON. There has been some testimony taken before the committee, which is in print and which reflects upon me. I did

not see it until recently, but I find it runs through several pages, and I would like to have an opportunity of replying to it.

The CHAIRMAN. Have you examined the printed testimony taken?

Mr. ELLISON. I have.

The CHAIRMAN. And you wish to come before the committee and testify on oath.

Mr. ELLISON. Yes, sir; I want to testify on oath; but I would like first to ask, if it is proper, whether or not the letter that you wrote to the Sergeant-at-Arms in regard to myself was based upon any testimony taken before the committee? If it is not, I do not know that there is anything in that testimony that I wish to contradict; it is so frivolous and ridiculous that I do not wish to waste any time on it. But if you formed the impression on which you based your letter upon that evidence, then I would like to go into the evidence taken and state what are facts and what are not facts.

The CHAIRMAN. The letter which I wrote to the Sergeant-at-Arms objecting to your appointment as an officer of the Senate was based upon a reading of the testimony before the committee.

Mr. ELLISON. Then I think I would like to make a counter-statement to some of the statements there, because they are absolutely false.

The CHAIRMAN. You may refrain from making statements until you appear and are examined on oath. The committee will adjourn to-day, and we will hear you after we have finished examining the witnesses who are now in town.

Mr. ELLISON. I should be glad to be heard.

The CHAIRMAN. In the absence of a quorum we will not proceed with the examination until next Monday morning at half past 10.

The select committee then adjourned until Monday, April 16, 1888, at 10.30 a. m.

WASHINGTON, D. C., *Monday, April 16, 1888.*

The select committee met, pursuant to adjournment, at 10.30 o'clock a. m.

Present: Senator Chandler (chairman), Senator Platt, and Senator Blackburn.

TESTIMONY OF JAMES T. GREGORY—Recalled.

Agent JAMES T. GREGORY was recalled and further examined.

By the CHAIRMAN:

Q. Have you read your testimony as printed in the record prior to page 255.—A. Yes, sir.

Q. Do you discover any errors therein; if so state them?—A. Referring to page 236, where it says—

Q. Did not Mr. Buffington know, at the time you said you would approve the Valley Lumber Company contracts, that you would not approve Calligan Bros.' contracts?—A. He told me he was trying to buy them out, and asked me if I would approve the contracts, and I said yes.

I think after or before that I wrote Mr. Buffington a note and told him I would not approve any of their contracts.

Q. That is the correction you desire to make?—A. Yes, sir.

Q. Did you write him that you would not approve their contracts, even if the Valley Lumber Company bought them out?—A. Of course,

if the Valley Lumber Company bought them out I would approve their contracts and allow them to log there, but I would not allow Calligan Bros. to do so.

Q. What you meant was, that you would not approve of Calligan Bros.' contracts to be executed by them?—A. Yes, sir.

Q. Do you mean to say that you did state to Mr. Buffington that if he bought out any of Calligan Bros.' contracts you would approve them?—A. Yes, sir; I told him I would allow him to log there.

Q. Is there any other correction you wish to make?—A. No, sir; I do not see any.

Q. I want to ask you about the liquor cases that you have against Mr. Coffey, about which you speak on page 190 of the record. You say:

I have a case against him now in the United States court in Saint Paul, for taking whisky on the reservation, and I have three others I am going to report when this one is taken care of.

What is the situation of that case?

The WITNESS. Of the one I have reported?

The CHAIRMAN. Yes.

The WITNESS. I think there is a warrant for his arrest at Cloquet now.

Q. What is the charge in that case?—A. For introducing liquor upon the reservation.

Q. At what time and place?—A. I have forgotten what it is.

Q. State the circumstances?—A. The complaints were made to me by some woman up there that he came up there with a lot of whisky and had a fight out in front of her house and raised a disturbance, and I think there were two Indian witnesses. When I made the complaint I gave the name of the witnesses who complained of him.

Q. And you think an indictment has been procured?—A. I think so.

Q. Is this a complaint made to a commissioner?—A. It was made to the United States attorney in Saint Paul.

Q. What is his name?—A. To District Attorney Baxter.

Q. Has Mr. Coffey ever been notified of this indictment, or have any steps been taken to secure his attendance upon it that you know of?—A. Not that I know of.

Q. Did the information come directly from the woman to you?—A. Yes, sir; to me directly; I think it was some woman and some man. I may have got the cases mixed up; I can tell at home what the causes were.

Q. But did you see the witnesses who made that complaint?—A. Yes, sir; they told me personally; they came to me and complained.

Q. Did the witnesses go to Saint Paul?—A. They have not been called there yet; they will be.

Q. There could be no indictment unless witnesses were called there?—A. The way they do when complaint is made, they come and arrest them and take them before the court commissioner for a hearing.

Q. But that has not been done?—A. No, sir; it has not been done, for he has been away.

Q. Then as a matter of fact you have no knowledge that any indictment has been found, and no indictment could be found unless witnesses went to Saint Paul?—A. I stated in my testimony that complaints had been made.

Q. Who swore to the complaints?—A. Nobody has sworn to them. You make the complaint and send it to the United States marshal or attorney, giving the day and date and the names of the witnesses.

Q. Somebody has to make complaint on oath before you can arrest a party?—A. No, sir.

The CHAIRMAN. I never heard of any jurisdiction where a man could be arrested without complaint on oath.

The WITNESS. They do not do it there at all.

Senator BLACKBURN. I do not think the oath is required where these laws are violated on a reservation; I think it is done on information filed, and an indictment found on sworn testimony of witnesses, or else on what was furnished by the complainant.

The WITNESS. That is the way it is done in Wisconsin.

Q. When did you make this complaint?—A. One of the complaints was made last fall; that is the one I have reference to. The others I have not sent in and shall not until this one is disposed of.

Q. Give the date when you made the first complaint to the district attorney, as well as you can tell?—A. It was sometime last fall.

Q. Have you made any other complaint?—A. No, sir; I have not made any and shall not until this one is disposed of.

Q. You have not made any other complaint, then?—A. No, sir; I have the complaints there.

Q. You have the facts there, as you understand them, but you have made no complaint to the district attorney and have not reported Mr. Coffey except in this one case last fall?—A. Yes, sir; that is all.

Q. Everything else is within your own hands?—A. Yes, sir.

Q. You say you have three or four other cases; what do you mean by that?—A. I mean cases where complaints have been made.

Q. Have you any of the complaints in writing?—A. The Indians made them to me personally. I took them down with the day and dates, and they say they will testify when called on.

Q. Then what you have is two or three other cases?—A. Three or four cases.

Q. In which parties have been to you and you have yourself made a memorandum of date and circumstances which you intend to make the basis of further complaints to the district attorney when this first one is disposed of?—A. Yes, sir.

Q. When were these other complaints made to you?—A. They were made along in the winter.

Q. Locate them as near as you can.—A. I think they were made in December and in January.

Q. Mr. Coffey was on the reservation, so far as you know, in December and January?—A. I do not know just when he was there. But when the complaints were made to me the complainant said when he came there he came to the reservation and he generally got drunk and raised these disturbances.

Q. Who told you that?—A. These complainants; I have forgotten their names.

Q. You can not give the names of any of them?—A. No, sir; I have forgotten the names.

Q. Do you know why the district attorney has taken no action?—A. They are very slow in Saint Paul; I do not know why it is. I know of other cases on other reservations sent in last spring and nothing yet done.

Q. You have no knowledge as to why nothing was done?—A. No, sir.

Q. Do you or not intend to report these cases which you say you have to the district attorney?—A. I think I will; it depends a good deal on his behavior.

Q. You intend to hold them in your discretion, do you?—A. I think so, yes, sir; that has been done before.

Q. You can not state to the committee whether you intend to report these cases absolutely or not?—A. I do not know. I have thought that I would do so; report them any way.

Q. What is your present purpose?—A. If he continues to act as he has been, going up, getting drunk, and making a disturbance, I shall certainly report him.

Q. Is that all you can state as to your plan in reference to that?—A. Yes, sir; that is all.

Q. You state on page 190 that you have had trouble with Mr. Coffey. State more particularly what trouble you have had with him in addition to what you have already stated.—A. Well, I have had considerable trouble with him. When Mr. Wall, the special agent, was there, Mr. Coffey was going to run the business to suit himself, and because he was not allowed to he made considerable trouble.

Q. Specify more particularly if you can.—A. Then, again, they are always complaining there. Nearly every time I go there, there are complaints made about his being so quarrelsome and abusive to the rest of the Indians; they are bothering me all the time when I go there.

Q. I want you to bring this general charge down to particulars. Who first complained to you of Mr. Coffey?—A. I can not say who did.

Q. Who has ever complained to you of Mr. Coffey?—A. As I told you, I have a lot of names at home. I can remember one woman in particular there, a mixed-blood, Mrs. Donaldson, who complained to me.

Q. I do not want you to state the names of the witnesses in regard to the liquor brought upon the reservation; I do not want you to disclose the cases you intend to prosecute him on if he does not behave. But outside of that I desire you to state the names of any one who has complained against Mr. Coffey.—A. Mrs. Donaldson, for one. That was in regard to liquor, but also in regard to making trouble there, and Father Dugal was another.

Q. Have any of the parties who have complained to you of Mr. Coffey been rejected applicants for allotments?—A. No, sir; none. I do not remember about that; there were some who were rejected, but I can not remember the names.

Q. Was Mrs. Donaldson one?—A. She was not rejected.

Q. Do you remember rejected applicants who complained of Mr. Coffey?—A. I do not.

Q. Can you remember any other names?—A. I think a Mrs. Drew complained also. That was the last time I was up there.

Q. What did Mrs. Drew say?—A. She complained that he was shooting off a revolver there one night, and hooting and yelling in front of her house, and she could not sleep.

Q. Are you certain that Mr. Coffey never lived on the reservation?—A. He never has resided there permanently since I have been agent. I think he states in his testimony that he has always lived at Moose Lake.

Q. Has he resided there since he went there to reside, a year ago last January?—A. He is there sometimes and sometimes he is away.

Q. You have no knowledge of his having resided anywhere else since that time, have you?—A. No. He is down on Moose Lake a good deal of the time.

Q. Had you any knowledge of Father Dugal's letter about Mr. Coffey, which is in the record, before it was sent?—A. No, sir; I had not. I had after it was sent, but not before.

Q. You did not know that he intended to write it?—A. No, sir.

Q. Who is the farmer on the Fond du Lac Reservation?—A. Philetus G. Cook.

Q. Where is his office?—A. At Cloquet.

Q. Is there any other use made of the building in which his office is located?—A. He has no regular office; he boards there at the hotel at Cloquet.

Q. Is his office in the same building or inclosure with Contractor Hynes's office?—A. I think he keeps his books in the safe there at the office.

Q. Is it Mr. Hynes's store?—A. No, sir; it is owned by a firm of Saint Paul men and Hynes has his office in one room, and the farmer keeps his records in the safe. He is on the reservation a good deal and he keeps his plat books in that safe there for safety.

Q. Has he any other office except this one?—A. No, sir; there is no other for him.

Q. What are the duties of a farmer under the treaty of 1854?—A. It is the duty of the farmer to help the Indians, assist them in farming, if they do any, and look after them the same as an agent would.

Q. Is he the agent's representative on the particular reservation?—A. Yes, sir.

Q. Who appoints the farmers?—A. The Indian Office appoints some of them and the agent appoints some of them.

Q. Has the agent power to appoint farmers?—A. Yes, sir.

Q. Do the farmers get a commission from the agent's office or from the Commissioner or Secretary of the Interior?—A. They get their instructions direct from the Department when appointed by it.

Q. But when appointed by the agent the farmer is nothing more than an employed person?—A. Well, they are just the same as the other farmers.

Q. They are not officers of the United States when appointed by the agent?—A. Those appointed by the Commissioner are not recognized as officers of the United States.

Q. They are only recognized as employés?—A. That is all.

Q. What is the fact about the farmers on your reservation; have they been appointed by the office or by yourself?—A. Two of them have been appointed by the office on the Flambeau and Court Oreille Reservations; those farmers are appointed by the Commissioner.

Q. What are the duties of the farmers under the severalty act of 1887?—A. I do not think that defines their position, does it?

Q. I ask you what the practice is. What are the duties of a farmer under the act of 1887, so far as making allotments is concerned?—A. The Indians have to file their claims for numbers with the farmer in the absence of the agent, the same as it was under the treaty of 1854.

Q. And the farmer represents the Indian agent in reference to these allotments?—A. Yes, sir.

Q. Were the farmers at this council, which was held with Agent Wall, in January?—A. Yes, sir; Mr. Cook was there.

Q. You understand that Indians or mixed-bloods should have a preference in employment on the reservation?—A. I do.

Q. Do you understand that has been the case in all instances?—A. Yes, sir; I do.

Q. You are prepared to state that, so far as your knowledge is concerned, all the Indians or mixed-bloods have been given preference in employment?—A. They have been given the preference.

Q. Have you ever refused to hear any complaints of the Indians? There has been a good deal said about your not being willing to hear

complaints of Indians on the reservation, and I want you to make your own statement on that subject.—A. I do not remember having ever refused to hear complaints or to help settle any difficulties they have had.

Q. Since you have been upon the reservation have you always listened to any complaints which the Indians desired to make?—A. Yes, sir; I have tried to.

Q. And have you heard them patiently always?—A. Yes, sir.

Q. You never have been rough or unkind to them?—A. Oh, I may have lost my temper once or twice.

Q. But as a general thing?—A. I do not generally loose my temper.

Q. Has there been flour or pork sent to the reservation within the last year, or sent to your agency for any of the reservations?—A. Yes, sir.

Q. Where was it sent from?—A. It was sent by the Department.

Q. Where is the flour and pork now, or where has it been during the last six months?—A. It is sent to the agency warehouse at Ashland.

Q. What are your instructions about the use of that?—A. That is for old and destitute Indians.

Q. Do you remember the quantity you had on hand?—A. I can not tell just what there is on hand; I do not remember.

Q. Is that which is sent to Ashland for distribution among all the reservations?—A. No, sir; that which is sent for the Bois e Fort comes direct. That comes to Duluth, and that for the Fond du Lac, Red Cliff, Bad River, and other Indians is sent there to Ashland.

Q. How much have you on hand now?—A. I can not tell you how much we have now. We must have had 200 barrels of flour last fall, and pork, at Ashland.

Q. Anywhere else?—A. And they had that for the Bois e Fort, which comes to Duluth, and has been issued.

Q. Do you issue that in accordance with the recommendations of the different farmers on the reservation?—A. Yes, sir; but I have not been issuing any on those reservations where they have been logging, because there has been plenty of work for them there without having flour and pork. The last time I was at the Fond du Lac Reservation the Indians told me they wanted a road cut. Some of them had farms on the west side of the reservation and wanted a road cut across there and wanted to know if I had any money to pay for it. I said I had not, but if they would go to work and cut that road I would let them have flour and pork enough to keep those men at work—those that were cutting the road. They said they would do it, and that is one use I put it to. Of course if those people wanted to cut a road out there I proposed to issue rations to them while they were doing it.

Q. Have the Indians known that this flour and pork was there in your possession?—A. Yes, sir.

Q. It was not kept a secret from them?—A. No, sir; it was not.

Q. Are you using any money to improve the Flambeau Reservation?—A. No, sir.

Q. Are you conducting any improvements with money at this time?—

A. No, sir; I am not.

Q. When you went from Hot Springs to Ashland did you go directly there?—A. Yes, sir; I went right through.

Q. Did you visit any reservations on your way there?—A. No, sir; I did not.

Q. You did not go off the direct line?—A. No, sir; I came right straight through; I can tell you how I came. I left Hot Springs on

Wednesday, in the afternoon. I got to Saint Louis the next morning; was due at 7 o'clock, but we were an hour late, and I had a ticket over the Wabash, and their train had gone. I had about five minutes to get to the Alton and Saint Louis train, and then reached Chicago Thursday night about 6 or 7 o'clock; left for Ashland at 9 o'clock, and got to Ashland at 6 the next night, Friday night.

Q. You could not have gone any quicker, and could not have diverged any?—A. No, sir; I could not.

Q. Have you approved any timber contracts since you went to Hot Springs?—A. No, sir—let me see; I think there were some I approved the night I came back there, before I left for Washington; I think they had some that had been corrected; I will not be sure about that.

Q. Refresh your memory, and tell me whether, after being summoned as a witness in this case, you approved any contracts, and, if so, what contracts?—A. My recollection of it is that I did not. I was busy there in the office, doing a great deal of writing on the days I was there, getting up some documents, and I do not think I did approve any. But the dates of the contracts will show whether I approved them or not.

Q. They might or might not show that. I want to know as a matter of fact whether you approved them?—A. Well, when I approved them I dated them.

Q. I want your memory as to whether you did or not approve?—A. I do not think I did; I will not be positive, though.

Q. You will not be positive?—A. No, sir; I will not. I say I am not positive that I approved any at all.

Q. Are you certain that you did not approve any large number?—A. I do not think I did.

Q. You are certain you did not approve fifty contracts?—A. I would not be certain about that at all; I know I was doing a great deal of writing.

Senator BLACKBURN. The question is, after you went to Hot Springs.

Q. After you were telegraphed to at Hot Springs to come here; I mean anywhere, at any time, after you got the telegram at Hot Springs to come here as a witness?—A. I state that after I left home I was there on Saturday and Sunday, and was doing considerable writing there. I do not remember approving any contracts, but if I did approve them the dates on the contracts will show.

Q. Are you not willing to state that you did not approve fifty contracts?—A. No, I am not; I do not remember whether I did or not.

Q. Or forty contracts?—A. I have stated that I do not remember about it; I do not think I did, but I will not be positive.

Q. Is it possible you would have approved any without knowing it?—A. I do not know. There were lots of papers brought there for me to sign, and the boys were writing and I may have approved some contracts there; you can easily ascertain from the dates of them.

Q. If they are dated correctly?—A. Well, they are dated when I signed them.

Q. I asked you to make an examination about some contracts; have you done so?—A. I did so; yes, sir.

Q. State what you ascertained?—A. What you asked me to do was to find out how many contracts had been forwarded here on lands not approved.

Q. I think that was it. It was how many contracts had been approved and forwarded here where the allotments had not been ap-

proved?—A. I have it here. The total number of contracts forwarded was 509.

Q. Forwarded by whom?—A. From my agency.

Q. By yourself, do you mean?—A. By the office there to the Indian Office.

Q. Do you include Agent Durfee's contracts?—A. No, sir; those are mine.

Q. I want you to state whether those contracts are your own contracts, excluding Agent Durfee's?—A. Yes, sir; they are, excluding Agent Durfee's. There were 509 of them, and out of that 509 there were 217 unapproved.

Q. What are unapproved; the allotments?—A. Yes, sir.

Q. They are as yet unapproved?—A. Yes, sir; these are from the records of the Indian Office.

Q. Taking these where the allotments have been approved, in how many cases have patents been issued to the Indians?—A. I think from looking up the other matter—I did not get the figures—there were about 95 on the Fond du Lac Reservation approved, 40 of which have been patented, and I think about 55 have been approved but patents have not been issued.

Q. Is it not a rule when the allotment is approved to send the Indian a patent?—A. I do not know how they have done about that.

Q. Describe a patent. Is it a formal patent of the land to the Indian, the same as that issued from the Government Land Office to settlers and pre-emptors?—A. Yes, sir; but it has certain restrictions.

Q. The restrictions made by the act or treaty are specified in it?—A. Yes, sir; in the patent.

Q. But it is customary to give the Indian some form of patent; that is his title to his land?—A. Yes, sir.

Q. Do you know any reason why the patents have not been forwarded in the cases where the allotments have been approved?—A. I do not know. I notice that sometimes you will send in a list and get back patents in a short time, and then again you will send them in and not get them for quite a while.

Q. You have received patents from the office?—A. Yes, sir; I have received patents for Court Oreille, Fond du Lac, and Bad River.

Q. Have you always given them to the Indians when you have received them?—A. I have not given them to them directly, but I have notified the farmers and told them to tell the Indians that patents had been received for certain Indians.

Q. On page 243 of the record, at the bottom of the page, the last question but one, you state that a gentleman told you that Mr. Calligan said "he was going to have this thing settled in Washington; that he had friends who could go there and get pretty nearly everything they wanted." Who was that gentlemen?—A. Henry M. Hewitt.

Q. Did anybody else ever tell you that Mr. Calligan made these boasts?—A. I not remember. I remember Mr. Hewitt did; he was in their employ at the time.

Q. Did you receive the Mary Bray contracts in favor of Calligan Bros., accompanied by a letter from the farmer, before you received the Mary Bray contract with Bergevin?—A. I do not think I did.

Q. Have you any letter from the farmer inclosing the Mary Bray contracts with Calligan Bros.?—A. I do not know; I do not remember about that. I can get the farmer's copy book, though, or send and get my letters from him.

The CHAIRMAN. I wish you would ascertain whether you have any let-

ter on file from the farmer inclosing any of the Mary Bray contracts with Calligan Bros., and if you have, be kind enough to furnish it to the committee. Were Smith Bros. ascertained to be trespassers on a certain lot of land at one time?

The WITNESS. I do not know; a good many years ago there was some talk about that.

Q. Is there a lot of land, or are there lots of land, which are connected with the supposed trespass of Smith Bros.?—A. Not to my knowledge. All I know about it is what I have heard. I think about ten years ago there was some pine cut on the reservation by Smith Bros., and they claimed it was a trespass; there was some trouble about it; I have forgotten what it was.

Q. But you had nothing to do with that?—A. No, sir.

Q. You know the land on which they were supposed to trespass?—A. I think it was in 40 range, just on the Chippewa River.

Q. Has any timber been cut off of that since you have been agent?—A. I think there are some allotments over there; I will not be positive, though.

Q. You think the same land has been allotted?—A. No. There is a strip of it up along the river which has not been cut over and burned, and I do not think that has ever been allotted.

Q. Have you ever made any contracts with anybody to cut timber on that strip?—A. Not that I know of.

Q. Have you ever made any contracts with reference to cutting timber with T. J. Cunningham and Mr. Carroll?—A. Mr. Carroll had some old choppings in there this winter which he said he was going in there to get, and I was informed that he did cut some on the pieces not allotted, selected by Thad Thayer's children, and I notified him to have that stopped at once, and I think he did so. Since then he has got some land from Dobie & Stratton that they had.

Q. That is under Indian contracts?—A. Yes, sir.

Q. When did you hear that Mr. Carroll was cutting on this land?—A. I think it was in December. I know that I notified the farmer to order Mr. Carroll to stop cutting.

Q. What land was that?—A. What we call the trading post on the northeast corner of the reservation. It has been selected by Thad Thayer's minor children under the allotment act. I heard that he had made a contract with Thayer and was going there to notify the farmer.

Q. Have you given Mr. Carroll authority to do any cutting at all?—A. I told him that he should go on the land which was patented. He said he wanted to get some old choppings there, and he did contract with the owner to cut on this unallotted land selected by Thad Thayer's children; he made some arrangement with Thayer. After the farmer made him quit there he went and cut on some land of Dobie & Stratton.

Q. Under a subcontract with Dobie & Stratton?—A. Yes, sir.

Q. Has Mr. Carroll any contracts which have been approved by you and sent to Washington?—A. No, sir.

Q. Has Cunningham ever been a contractor?—A. No, sir; not to my knowledge. They said he was interested with Bergevin, but whether he was or not I do not know. Bergevin made the settlement with the Indians, and the contracts are all made in his name.

Q. Have any of those Indian contracts been made by the grading of the logs; for the payment of such an amount on one grade of logs, and another amount for a different grade of logs?—A. That was done this winter at Court Oreille for the first time—in one case there where the

fire had been through. The Indian's statement to me was that he was selling for \$2.75 a thousand feet timber cut, the second clearing, delivered on the ice, and was getting \$5.75 for that which was not touched by the fire.

Q. Does that appear in the contract?—A. No, sir; I do not think it does. The contract related to merchantable timber at \$5.75 a thousand.

Q. At a given price?—A. Yes, sir. But this timber I do not think was called merchantable timber.

Q. Was that cut under a contract with the Indians?—A. The Indian cut it himself; he was logging himself and sold it, so he states in his affidavit; he sent in an affidavit about it.

Q. Did he cut it under a contract to deliver it?—A. He sold his pine delivered on the bank, and he put it in himself.

Q. Was any written contract made, do you know?—A. There was a written contract filed with the department here with the Valley Lumber Company. They bought this pine as merchantable timber for \$5.75.

Q. And that contract has been approved here?—A. Yes, sir; it has been approved here. And then he states in his letter that he had sold 139,000 and some odd feet at \$2.75 a thousand, on account of its being so badly damaged by fire and worms.

Q. And you think that appears on the face of the contract, do you?—A. No, sir; I do not think it does.

Q. Is that an oral arrangement between the Indian and the contractor?—A. I never knew anything about it until the day before yesterday, when I received a letter concerning it.

Q. What did you learn about it then?—A. Here is the letter. [Producing a letter.]

Q. Please give the name, and identify the case?—A. His name is Alexander Sands, and he is a member of the Court Oreille band of Chippewa Indians.

Q. What is this complaint?—A. It is not a complaint; it is a statement made to me. It says that he, during the logging season just ended, cut, banked, and sold to the Valley Lumber Company for \$5.75, 493,180 feet of pine logs, together with 139,590 feet of logs cut from a portion of his land through which the fire ran in the spring of 1887. It says the worms, following upon the fire's destruction, absolutely cut through trees 16 inches in diameter, depreciating the above scale of 139,590 to \$2.25 a thousand hauled on the ice. That is the only one I knew.

Q. How did your attention happen to be called to this?—A. Well, he sent it to me.

Q. Have you any such cases on the Bad River Reservation?—A. Yes, sir; there are cases there where they are paying for No. 1 one price and for No. 2 another price.

Q. Do the contracts show that grading, and were they sent to Washington?—A. I do not know how it is this winter, but they have shown that where there has been any grading, generally.

Q. Where there has been any grading done the contracts have shown it?—A. Yes, sir; they have.

Q. In that case who would determine the grade of the logs when they were gotten out; the scaler?—A. The scaler determines the number, whether it is No. 1 or No. 2 logs.

Q. And your intention was, in such cases, where there were two prices, to have the contract show it?—A. Yes, sir; it was.

Q. Do you know whether there are this year any contracts in which

there is a grading of logs?—A. I do not know whether there are or not.

Q. You have no recollection about it?—A. No, sir; I have not; I can find out, however, from the contracts at the Indian Office.

Q. Did you receive any money from Gaynor & Bergeron for trespassing on the eighty of a man named Lagoo?

The WITNESS. What is his first name?

The CHAIRMAN: It is Joseph, I think.

The WITNESS. I do not remember. There were several trespasses made on these lands, cutting over the lines, and at the settlement in the spring the contractors would leave a check with the farmer for the estimated amount of trespass, and then they would go to work and look this over; the owner of the land where the trespass was made would have somebody go and look it over, and if they agreed anywhere near what the contractors had determined upon, they would accept that.

Q. Do you remember the Lagoo case?—A. I do not. There has been a dozen of such cases; all of that.

Q. Where such a trespass was committed you allowed the contractor to make a settlement with the approval of the farmer?—A. Yes, sir; if satisfactory to the Indians upon whose lands the trespass had been committed.

Q. Have Gaynor & Bergeron made such settlement to your recollection or knowledge?—A. I do not remember. There were quite a number of them at the time and I could not tell whether they did or not. I know there were several trespasses made; McDonald made some, and I think Dobie & Stratton had trespassed.

Q. Have you sued Calligan Bros. for trespassing?—A. In the winter of 1886-'87 they went to work and cut some land that I had orders from the Commissioner of Indian Affairs not to allow them to cut; they went on after being forbidden to do so. I wrote to the Department and asked for instructions, and they instructed me to proceed against them in the United States court.

Q. And you have such a suit pending now?—A. Yes, sir; I think so.

Q. More than one?—A. No, sir; only one.

Q. That was on the Thad Thayer allotment?—A. It was on the one claimed by his son.

Q. Had Dobie & Stratton ever cut on any of those allotments included in the Thad. Thayer claim?—A. Thad's daughter had a claim and Dobie & Stratton cut upon it, and I think Governor Pound reported the fact to the Commissioner that they were cutting, and they were stopped.

Q. Have they ever been sued?—A. No, sir; they stopped when they were ordered to do so.

Q. And that is the reason no further proceedings were taken?—A. Yes, sir. I told them I would approve the contract if it was approved down here, but they would not do it here. They said that Dobie & Stratton would have to pay for what they had cut there, and it went into the general fund.

Q. Have they paid it or have you demanded a settlement of them?—A. The money is there; I have got to turn it in with my account on the 30th of June.

Q. How much have they paid on that account?—A. They have paid Thayer all of it, but they have not settled with me yet.

Q. What would they owe you?—A. I mean for the Government. It has not been decided what stumpage they would have to pay for.

Q. But you expect to settle with them?—A. Yes, sir.

Q. And you have had no occasion to sue them?—A. No; because when I ordered them to stop they did so. But Mr. Calligan went right on cutting; he said he would cut anyhow, because he had influence.

Q. Do you recollect the case of the Indian Mindindimore where Calligan Bros. cut on one forty of his and Dobie & Stratton cut on another; do you recollect that case?—A. No, sir; I do not remember that.

Q. Do you remember a case in which Calligan Bros. offered the money and you sued them, notwithstanding they offered to settle it, but let Dobie & Stratton make the settlement with the woman?—A. I do not remember anything like that.

Q. You remember no such case as that?—A. No, sir; I do not.

Q. What rule have you adopted as to allowing outsiders to know what Indians had received patents; have the facts been made public or kept private?—A. The farmer has a book there, and I do not think anybody wanted to know but Mr. Calligan; he wanted to find out and I told the farmer not to let him know.

Q. You told the farmer not to let Calligan Bros. know what Indians had received patents?—A. Yes, sir.

Q. When did you tell him that?—A. This last fall.

Q. Was that the first direction of that kind you had given?—A. Yes, sir.

Q. Did you give directions to the farmer and also to Mr. Beaser, your assistant?—A. Yes, sir. Mr. Calligan came up and offered Mr. Beaser or Mr. Rodman (I have forgotten which) \$5 if he would make out a list of lands that had been selected and patented. I think he told Mr. Calligan that if I gave him orders to make out that list he would do it and it should not cost him \$5.

Q. Did you give directions that he should not have the list anyway?—A. I told them not to give it to him.

Q. When was the bulk of these contracts made on lands not allotted which you have mentioned in your testimony?—A. These were made this last year.

Q. The contracts made on lands not allotted are embraced in the contracts for this winter?—A. Yes, sir.

Q. What parties do you remember whom you have refused to allow to make contracts on the reservation since you have been agent; did you ever tell George Thomas that he should not be allowed to contract?—A. No, sir; I did not. George Thomas is logging there.

Q. Have you at any time refused him permission?—A. No, sir; I have not.

Q. Name any parties that you think of whom you have excluded from the reservation, except Calligan Bros.—A. I do not remember any of them, outside of Calligan Bros., who had any contracts but what I approved them.

Q. You are prepared to say that there are no other contractors whom you excluded from the reservation?—A. I do not remember of anybody who had any contracts but what I approved them, outside of Calligan Bros.

Q. On page 229 of the record you state that you have never received any presents from any contractors?—A. Yes, sir.

Q. Did Mr. Gaynor ever give you a carriage?—A. No, sir; he did not.

Q. Did you ever buy a carriage of him?—A. No, sir; I have never bought a carriage of him.

Q. You never have received a carriage from him either by gift or purchase.—A. No, sir; I never have.

Q. Did Mr. Sherman ever give you a horse?—A. No, sir.

Q. You never bought a horse of him?—A. I never did.

Q. And never borrowed one?—A. I never borrowed one.

Q. So that any statements to that effect are false, are they?—A. Yes, sir; they are false.

The CHAIRMAN. That is all I think of now.

By Senator BLACKBURN :

Q. Why did you order that no list of allotments made should be furnished to Calligan Bros.?—A. For the same reason that I would not let them log there.

Q. Well, what was the reason?—A. They were disturbers, and I did not think they were honest; I know they were not honest.

Q. Is there any further statement that you want to make in reference to any matter concerning which you have been examined?—A. No, sir; nothing that I can think of.

Q. I will ask you a question. On or about September, 1887, was Mr. Thomas sent there to inspect your agency?—A. Yes, sir; about that time.

Q. He came there on what business?—A. As United States inspector.

Q. As a special inspector?—A. No, sir; he is one of five regular inspectors, and he was sent there in September or October, I think it was.

TESTIMONY OF MA-DWA-YAW-SANG—Recalled.

MA-DWA-YAW-SANG, of the Lac de Flambeau Reservation, having been recalled by the chairman, was interrogated as follows, Mr. James I. Coffey acting as interpreter:

The CHAIRMAN. Ask him whether or not Agent Gregory introduced Mr. Sherman to him as a trader and contractor?

The INTERPRETER. Yes, sir; he did.

The CHAIRMAN. What did Agent Gregory tell him about Sherman's prices?

The INTERPRETER. He says when they met there they were trying to get the women there on the reservation to sell their timber to Sherman, and he says that Agent Gregory said that Sherman was given authority to build a store there on the reservation and trade with the Indians; he also told them that Sherman would sell his goods to them just as cheap as they could get goods anywhere else along the line. He says that Agent Gregory came there nearly every day, and as soon as the witness found out the price of goods that Sherman was selling he went and told Agent Gregory of it, and he asked him why the Indians had to pay \$1 for six yards of common calico, and \$3.75 for a sack of flour, which the Indians thought was a very high price.

The CHAIRMAN. Ask him in regard to any other complaints that were made to Agent Gregory?

The INTERPRETER. He says Agent Gregory came on the reservation very frequently; that the Indians did not see much of him, but when he came there he most always went direct to the lumber camp.

The CHAIRMAN. Ask him through what interpreter he made his complaints to Agent Gregory.

The INTERPRETER. He says through the agent's interpreter; he does not know his name.

The CHAIRMAN. It was Frank Blatchford.

The INTERPRETER. He says yes, that was the name. He says he made it a point to go and see Agent Grègory at another time when he came there at the store, and he says he is going to tell just what occurred, what conversation there was between himself and Agent Grègory.

The CHAIRMAN. With the same interpreter ?

The INTERPRETER. Yes, sir ; he says I told him then the story there that I am speaking for all parties present here. I said to him " You come here nearly every day, and when you come here you go direct to Sherman's logging camp. Why do you do that ? " He says he told Agent Grègory that he understands what his position was as Indian agent in being sent from Washington. He says that he told Agent Grègory " I see what you are doing ; you are only helping the white people and not the Indians, as you are expected to do. According to what I can understand that logging camp is your own ; you go to it so often you might just as well go there to live. " Then he says Agent Grègory took up his valise and told the old man " You need not pay attention to everytling you hear, " and he went out.

The CHAIRMAN. Ask him what particular complaints he made to the interpreter that he has not stated ; if there was anything about the best timber being selected or anything of that kind. What I want to get at is the particular complaints that he made ?

The INTERPRETER. He says they took out the best timber, and if there was any defective timber they left it on the ground, and when they got up high, to the part of the tree or log where it was knotty, he says they left that part of the tree on the ground, too.

The CHAIRMAN. Did he tell Agent Grègory these things ?

The INTERPRETER. He says he told him. He says he went and saw the timber himself and told Agent Grègory about it.

The CHAIRMAN. Tell him there is an opportunity now before he goes home to make any complaints that he wants to make about the way affairs are conducted on that agency ; that he is going to be discharged as a witness, and ask him if he has anything more to say.

The INTERPRETER. He says no ; that is all that he knows so far as he is concerned, but he says there is a great deal more on the reservation that could be found out that he could not testify to from actual knowledge.

The CHAIRMAN. That is all I want to ask him.

Senator BLACKBURN. I will get the stenographer just to make a note here that for reasons heretofore stated I decline to examine any witness through this interpreter (Mr. Coffey).

TESTIMONY OF J. B. DENOMIE—Recalled.

JOHN B. DENOMIE, of the Bad River Reservation, having been recalled by the chairman, was interrogated as follows :

By the CHAIRMAN :

Q. Did you ever make complaints to Agent Grègory about trespasses committed on lands ?—A. Yes, sir.

Q. In what cases ?—A. I want to say a few words before I answer, and to state that there are lots of English words that I cannot bring in my mouth as I ought to, because I do not know exactly how to talk the language.

Q. You may go on and make any statements you please ?—A. They

had a council there once—well, they have been having councils several times—and there was a man who went there (this was in 1885) whose name was Wigman, of Green Bay, I think. They had a council at Bad River, the agent and the Indians, and the Indians told the agent that there were lots of trespasses that had been going on, and this agent told the farmer (Wigman) to go and look over those trespasses. So they made an agreement that they should look over those trespasses, and this Wigman hires me to run over the lines for him because he did not understand about the lines, and I did help him. Well, we found lots of trespasses, lots of land that was never taken but had been cut, and I guess we worked about a month, and then Wigman was discharged. He was discharged just before we got through, and that was the last of it.

Q. That was in 1885?—A. Yes, sir; in 1885. Then again there was another man who went there, an inspector, and his name was Gardiner, I think. This was in 1886, I believe. I told him about those trespasses and about those Indians at Bad River, and he put it down in his book, but that was the last of it.

Q. These trespasses have never been prosecuted that you know of?—A. No, sir; that is about all I know about timber trespasses.

Q. Do you know of any Indians that Agent Gregory has favored more than he has others?—A. Yes, sir; he favors some.

Q. Who has he favored?—A. There is John Buffalo and Antoine Buffalo, who came here at the time we came, and Haskins. The reason we think so is because they get more stuff from the agent. Buffalo told the Indians right here that he got last fall 9 barrels of pork, 30-odd sacks of flour, and 2 chests of tea and some other stuff; that is what he told right here. And they claim that he is getting stuff in the same way. We do not get anything. We did not know there was any such stuff there; the Indians never heard that there was stuff for the Indians.

Q. That is one of your complaints, is it, against Agent Gregory?—A. Yes, sir; those Indians have got this and I know it.

Q. Can you tell about the extent of the white labor employed under Agent Durfee and under Agent Gregory?—A. At the time Agent Durfee was there we could not get any whites except the foremen, teamsters, and cook. After Agent Gregory came we got all we wanted of whites.

Q. Do you know about logs from Bad River going to the Superior Lumber Company mill?—A. Yes, sir.

Q. What do you know about that?—A. I know the stamps; I put in one winter for them, and the logs went there and I knew the marks on the logs.

By Senator BLACKBURN :

Q. What winter was that?—A. That was the winter of 1885-'86.

By the CHAIRMAN :

Q. Were they your logs or the logs of other parties?—A. Some of the logs that I cut.

Q. What did you do with the logs?—A. I sold them.

Q. To whom did you sell them?—A. I thought I was logging for the Superior Lumber Company that winter.

Q. Who did you transact your business with?—A. The man who does business for them is Kennedy.

Q. And you transacted your business with Kennedy?—A. Yes, sir.

Q. Kennedy was superintendent for the Superior Lumber Company?—A. Yes, sir.

Q. And you thought you were doing business with the Superior Lum-

ber Company when you were transacting business with Kennedy?—A. Yes, sir; and, as my brother told me, he owns a share of the mill.

Q. The reason you had for stating, when you testified before, that the Superior Lumber Company was getting logs off the reservation was because you knew that Kennedy got them?—A. Yes, sir; they got the logs; I know they sawed them right in the mill, and after they were sawed I wanted to buy lumber and I had to go to the Superior Lumber Company to buy it.

Q. Since the winter of 1885-'86 have you known of any of the logs from the reservation being sawed at the Superior Lumber Company's mill?—A. Yes, sir; every winter they get logs to saw there in the summer.

Q. Have you any logs there of your own?—A. I did that winter have some, but have not had any for two years back.

Q. You have done some logging every year, have you not?—A. Yes, sir.

Q. What have you done with your logs?—A. I sell them. A year ago last winter Fisher & Knight bought my logs, and this winter another man bought my logs.

Q. Did they go to the Superior Lumber Company mill to be sawed?—A. No, sir; they did not.

Q. Have you had any personal difficulty with Agent Gregory, or are you on good terms with him?—A. I had a little trouble with him last winter. He is the first agent I have ever had any trouble with.

Q. What time in the winter?—A. It was a year ago this winter, the last part of the winter.

Q. Before that time had you been on good terms with him?—A. Yes, sir.

Q. Have your relations been good with him this winter?—A. Yes, sir.

Q. Have you made any contracts this winter?—A. I have made twenty.

Q. Are you getting out the timber now?—A. Yes, sir.

Q. Who is your foreman?—A. I have two or three different foremen, but Jim Ryan is the principal foreman.

By Senator BLACKBURN:

Q. You say that you helped Wigman make these surveys in order to find where these trespasses had been committed on that reservation?—A. Yes, sir.

Q. Was he a surveyor?—A. No, sir.

Q. How did he run his lines?—A. I ran his lines.

Q. How did you run them?—A. Just as surveyors do.

Q. Are you a surveyor?—A. I am not a surveyor, but I have worked with surveyors.

Q. Did you have a compass?—A. Yes, sir.

Q. Whose compass?—A. My own compass, that I bought from the store.

Q. You had one, then, and ran these lines with it?—A. Yes, sir.

Q. Did Wigman know anything about the use of a surveyor's instrument?—A. He knows how to get the compass, how they point it, about the number on the corners, and so on; he knew after we got there.

Q. Did you teach it to him?—A. Yes, sir.

Q. Did he know how to do it before?—A. He did not tell me whether he did or not.

Q. Do you think he did?—A. He did not tell me anything about it.

He told me that he was never in the woods before; so that he wanted somebody who knew how to run the lines, and that is the reason he got me to go in the woods with him.

Q. So you ran these lines instead of Wigman?—A. Yes, sir; I ran these lines.

Q. I thought that. Who was that man whom you said got all that pork and flour?—A. John Buffalo.

Q. Did he get all those commissary stores for himself, or did he get them for his band?—A. He did not say.

Q. What do you say about it?—A. Probably he got the big share; I would say that.

Q. I am not talking of what he did with it after he got it, but who did he draw it for?—A. I do not know.

Q. Did he hold any position in his band?—A. Yes, sir; he has a band out there of one or two hundred probably.

Q. Don't you know that he drew it for that band?—A. Yes, of course they have a band.

Q. Do you mean for this committee to understand you as saying that all of that issue of provisions was made to him for his own use?—A. No, sir; I do not mean that.

Q. I am glad you corrected it. Do you mean to say that under Agent Durfee there was no white labor employed on this reservation in logging except teamsters, foremen, and cooks?—A. That is what I have seen; so far as I have seen. I logged that winter, and he drove my white men away and told me I could only have foremen, teamsters, and a cook.

Q. And you never saw any white men employed there on that reservation while Durfee was agent unless they were foremen, teamsters, or cooks; is that what you say?—A. Yes, sir; that is all.

Q. When you sold your lumber there did you deal with the Superior Lumber Company or did you deal with Kennedy?—A. I dealt with Kennedy; he was the head man there who was doing business.

Q. Did you ever sell any lumber to the Superior Lumber Company in your life unless Kennedy was the agent for that company?—A. Yes, I have dealt with the Superior Lumber Company in my life-time.

Q. Within the last three years?—A. I would not say. Of course I thought I was dealing with them all the time I was logging.

Q. Did you ever in your life sell any logs to the Superior Lumber Company, and if so when?—A. I suppose I did; it was seven or eight years ago, I think.

Q. Was the Superior Lumber Company in existence eight years ago; has it not been organized since that time?—A. I think at the time I made a contract with them that is the name they went by; I do not know whether they were there.

Q. Have you sold a log or foot of timber to the Superior Lumber Company in the last three years?—A. I made a contract with the head man there, Kennedy.

Q. Unless Kennedy was the agent of the Superior Lumber Company within the last three years have you sold that company any logs?—A. Yes, sir; he was agent, I think; that is were my logs went.

Q. But I ask you this: Unless Kennedy was agent of the Superior Lumber Company have you sold a log to that company within the last three years?

The CHAIRMAN. You mean unless he was the agent of the lumber company to buy logs; I do not think you made that clear.

Q. Very well. If Kennedy was the agent of the Superior Company

to buy logs on the reservation, then I understand you to say that within three years you have sold logs to that company?—A. In 1885; yes, sir.

Q. Now, if Kennedy was not the agent of the Superior Lumber Company to buy logs on the reservation, have you then sold any logs to that company in three years?—A. He was superintendent—

Q. I am not asking you what he was. I simply ask you, if Kennedy had no authority to buy logs for the Superior Lumber Company on that reservation have you then sold any logs to that company in three years?—A. I do not know whether I did or not.

Q. Suppose he did not have authority to buy logs for that company, then have you sold any logs to it within the last three years?—A. Well, Kennedy bought the logs.

Q. Did you sell any logs to the Superior Lumber Company within the last three years through anybody except Kennedy?—A. There was one winter I logged for them; that was in 1885.

Q. Who did you contract with?—A. I think with Kennedy.

Q. Please answer me this question: Have you sold logs to the Superior Lumber Company in the last three years unless you sold them to Kennedy?—A. Well, yes; I made a contract with Kennedy. I do not know how he made his contract.

Q. Have you sold a log—I am going to keep asking you all day—to the Superior Lumber Company for the last three years that you did not sell to Kennedy?—A. I sold the firm.

Q. Who did you contract with?—A. With Kennedy; I thought he was the firm.

Q. I will ask you again. Have you sold a log to the Superior Lumber Company for the last three years unless you sold it to Kennedy, if you have, name the other man that you sold it to?—A. I thought I was dealing with the Superior Lumber Company when I was dealing with Kennedy, because he owned a share in the mill.

Q. I am not asking you about that. I will bring you back to the question again. Have you sold a log to the Superior Company for three years past, to anybody, unless it was to Kennedy?—A. Well, my logs went through the hands of Kennedy. I do not know whether I sold to the Superior Lumber Company or not.

Q. Don't you know that you have not?—A. I got all my money from the Superior Lumber Company's office.

Q. Who paid you?—A. The clerks in the Superior Lumber Company's office.

Q. Who are they?—A. I do not know their names, but they are the clerks who are there always.

Q. What sort of a voucher did you present to get your money on?—A. I do not know.

Q. Who gave you the voucher?—A. I think Kennedy.

Q. Are you sure of that?—A. I think so.

Q. How did he sign it, in his own name or for the Superior Lumber Company?—A. I think in his own name.

Q. Has Kennedy for three years past had authority to buy any timber for the Superior Lumber Company on that reservation?—A. I want to say something, because it bothers me; I do not understand half what you say. If I could understand I could answer, but I do not understand.

Q. I see that you do not; I see the trouble that you have.—A. It is pretty well mixed there. Kennedy is the superintendent of that company. Outside of the reservation everything goes by the name of the Superior Lumber Company, but inside of the reservation it comes in Kennedy's name, probably because it is—

Q. Because it is what? Go on and finish your sentence.—A. That is all.

By the CHAIRMAN:

Q. Have you ever had any dealings with the Superior Lumber Company through Kennedy?—A. That is all I have had.

Q. Is he the only man you dealt with?—A. Yes, sir; for the last three years.

Q. And when you have done business with him you do not know whether he has been doing it on his own account or for the company, do you?—A. No, sir.

By Senator BLACKBURN:

Q. Do the Indians on the Bad River Reservation get any supplies from the Government warehouse at Ashland?—A. Last summer they got some feed that was spoiled; it had been there so long.

Q. Is that the only time they got any?—A. I do not know. Some time ago they got some, but not lately.

Q. Does not the agent have to account for all the supplies that he receives for the Indians?—A. That I do not know.

Q. You do not know whether he makes any account of them or not?—A. No, sir; I do not.

Q. You do not know whether his books would show what became of them or not?—A. No, sir; I do not.

Q. Were you ever in the Superior Lumber Company's mills when you saw logs being sawed there that came off the reservation?—A. Yes, sir.

Q. When?—A. Often; I could not say how many times; but sometimes I go there three times a week, and sometimes I go there for the purpose of seeing the logs sawed in the mill. I live close to there.

Q. Have you been there this last summer?—A. Yes, sir; I have.

Q. And you have seen timber off that reservation being sawed in the Superior Lumber Company's mill?—A. Yes, sir.

Q. Who bought that timber?—A. I could not say who bought it, but they had some man there cutting those logs.

Q. Did you ever see any of it being sawed in the Superior Lumber Company's mills that you sold?—A. Yes, sir; in 1886.

Q. Did you ever know a man named Durfee, who was there, an agent?—A. Yes, sir.

Q. Did you ever sell him any timber?—A. I do not know. I have sold once there; I do not know whether it was he or not; probably it was him or the company.

Q. What was the name of that company?—A. I could not say.

Q. Was it the Union Mills Company?—A. No. In the spring a man bought my logs, but I do not know his name.

Q. You do not know whether you ever sold Durfee any?—A. No, sir; I do not.

Q. Was it a man named James?—A. I could not say who I did sell my logs to one spring there.

Q. I am sorry that you can not recollect. Are you cutting timber there now?—A. Yes, sir.

Q. How comes it that you are cutting timber after an order has been issued to stop all cutting; didn't you know that an order was issued more than a month ago to stop all logging and cutting of timber on all these reservations?—A. I guess they stopped at the time they were ordered to stop.

Q. So that you are not cutting now?—A. No, sir.

Q. What is the effect of that order, stopping the cutting, upon the Indians?—A. I do not know yet.

Q. Has it had a good effect or a bad one?—A. Some good, I guess, and some bad.

Q. Was it best to stop the cutting of the timber?—A. Yes, sir.

Q. You are glad to have your twenty contracts stopped?—A. Yes, sir; if everything is fixed, it is better to stop.

Q. Why?—A. Because there are lots of those men that do not get their prices for timber.

Q. You are one of those contractors on twenty contracts, are you not?—A. Yes, sir.

Q. If you are paying the Indians too cheaply, then you are swindling them, are you not?—A. I pay them just right.

Q. Why was it better to stop, then?—A. I think it was better to stop than to see my friends get swindled.

Q. So you were swindling them?—A. No; I think I was paying them just right.

Q. Were you paying a larger sum than the other contractors?—A. Yes, sir; I am paying \$2 right there.

Q. Is there nobody else who pays that much?—A. I do not say that there is nobody who pays that much, but I know in the last two years they have never got that right there.

Q. Are you paying a larger price than the average contractor is paying now?—A. I think so.

Q. Are you sure of that?—A. For the last two years, I am sure.

Q. I am talking about your contracts now. Are you paying a larger price than the average contractor is paying?—A. I do not know how it is this winter, but I know for the last two years back I did.

Q. I am talking about this winter. You have said it was best to stop the cutting, because the Indians were getting swindled. Now, if you are not paying a higher price than the other contractors, you must be helping swindle them.

By the CHAIRMAN:

Q. Are you putting in the timber this year for yourself?—A. Yes, sir.

Q. What are you doing with your timber?—A. I am selling it; the company buy my logs.

Q. When you get it down you sell the logs at once?—A. Yes, sir.

Q. To whom?—A. I think the man is named Eastman; he is from Michigan.

Q. What company?—A. The Wisconsin company; I do not know the other name.

The select committee then adjourned until Tuesday, April 17, 1888, at 10.30 o'clock a. m.

WASHINGTON, D. C., *Tuesday, April 17, 1888.*

The select committee met at 10.30 a. m., pursuant to adjournment. Present, the chairman (Senator Chandler) and Senators Platt and Blackburn.

TESTIMONY OF CHARLES HEADFLYER—Recalled.

CHARLES HEADFLYER, having been duly sworn by the chairman, was interrogated as follows:

By the CHAIRMAN:

Q. For what purpose was white labor allowed before Mr. Gregory became agent?—A. There was allowed a foreman, cook, blacksmith, and teamsters.

Q. Was white labor allowed upon the reservation for any other purpose than that?—A. No, sir.

Q. Since Agent Gregory has been in charge white labor has been allowed for other work, has it?—A. Yes, sir.

Q. I believe you stated about that before. Did you ever have any talk with Agent Gregory about your having a store on the reservation?—A. Yes, sir; I did. Last spring a year ago I went and asked Agent Gregory if I could have a store on the Court Oreille Reservation. He asked me if I was an Indian or a mixed blood. I told him my mother was a mixed blood, and he said that mixed bloods were not allowed to have a store on the reservation until they gave \$100,000 bonds.

Q. Did he tell you why that difference was made?—A. No, sir; he did not.

Q. As you are going to be discharged as a witness to-day or to-morrow, if there is anything else you wish to state to the committee please state it now.—A. Well, I haven't got nothing so much against Agent Gregory, because I never talked with him much. The only time I talked with him was this time about the store. He asked me what I was going to keep if I had a store, and I told him dry goods and provisions

Q. Have you any other complaints to make?—A. Only about the contracts which have been made this fall. My mother had a contract this fall which she did not sign; some one else signed it.

Q. What is your mother's name?—A. Neshobenashequay. She was getting \$1.25 a thousand for stumpage, and I told her not to sign that contract, but another person signed her contract for \$1.25 a thousand.

Q. Who signed the contract for her?—A. John Headflyer.

Q. Had he any right to sign her name?—A. I do not think he had.

Q. Is her timber being cut?—A. Yes, sir.

Q. Do you find that contract in this printed list in the record?—A. No, sir; it is not reported.

Q. Do you know whether it has been reported by Agent Gregory to Washington?—A. I do not think it, because I have not seen it anywhere here.

Q. How do you know that timber is being cut there?—A. I saw it; I live close by it; about a quarter of a mile away.

Q. Was this allotment made to your mother?—A. Yes, sir.

Q. Has she ever had a patent?—A. Yes, sir.

Q. When was the allotment made to her?—A. About ten years ago.

Q. She has had the land all these ten years?—A. Yes, sir.

Q. How much timber is there on it?—A. About 400,000 feet. In the first place, in 1883 Dobie & Stratton bought 100,000 feet, and she never got paid for that by anybody.

Q. Did she sign a contract for that?—A. No, sir.

Q. Do you claim that Dobie & Stratton took about 100,000 feet of her timber without right?—A. Yes, sir; because I was keeping time in the camp for them and saw they were cutting it.

Q. Did Dobie & Stratton cut 100,000 feet of her timber without paying her for it and without any contract?—A. Yes, sir.

Q. And the other is being cut this winter, is it?—A. Yes, sir. Three years ago she signed a contract for some; she signed a contract with Donald McDonald for 100,000 feet.

Q. And she got paid for that?—A. Yes, sir.

Q. How much did she get for that?—A. Two dollars a thousand.

Q. And that left her how much on her allotment?—A. She cut about 100,000 feet this winter again,

- Q. She cut it?—A. Yes, sir; or the camp cut it.
- Q. What camp?—A. I think the Valley Lumber Company.
- Q. Did she sell that?—A. She did not make any bargain to sell it. She told me she was offered \$1.25 a thousand, and I told her not to sign any contract and she did not; but another man went to work and signed a contract for her.
- Q. Was that with the Valley Lumber Company?—A. I think it was, but I am not sure.
- Q. How much of the timber had been cut when you came here?—A. I think it was about 97,000 feet.
- Q. And you can not find the contract recorded anywhere?—A. No, sir; not in this testimony.
- Q. Did your mother or yourself make any complaint to Agent Gregory or to his clerk, Mr. Beaser, about it?—A. No, sir.
- Q. Why not?—A. I did complain to the Government farmer, Mr. Rusler, and he said she had signed a contract.
- Q. Has your mother made any affidavit that she did not sign a contract?—A. No, sir. I told my mother, before I came away, that I would make a complaint to the Commissioner, but I haven't done it yet. I forgot to tell that when I made my statement before.
- Q. Is there any other complaint you have to make?—A. In 1883, I think it was, my sister sold some timber to Dobie & Stratton. They promised to pay her \$2.25 for stumpage, and she got about \$500 worth of merchandise and the balance has not been paid.
- Q. What is your sister's name?—A. Neogeshagoquay.
- Q. Did she make a contract?—A. Yes, sir; it is in the list.
- Q. She did not get her money except this \$500 in merchandise?—A. No, sir. The man who was logging for her got in debt to Dobie & Stratton and they would not pay her.
- Q. How much would she have been entitled to if she had been paid according to contract?—A. There was 500,000 feet of timber on there and she was offered \$2.25 for stumpage.
- Q. That would have been about \$1,200?—A. Somewhere along there.
- Q. Did you or your sister ever make complaint to Agent Gregory about that?—A. No, sir; we complained to Agent Durfee; he was the agent then.
- Q. Did you ever get that matter settled?—A. No, sir; he said she was not entitled to it.
- Q. Is there any other matter you desire to state?—A. There was another woman who sold some timber to Dobie & Stratton in the same way in 1884.
- Q. What was her name?—A. Manamege.
- Q. Is she related to you?—A. She is my sister.
- Q. What was the trouble in her case?—A. The same thing; the party who was logging for her ran behind again and she never got a settlement.
- Q. How much did she lose?—A. I think it was 400,000 feet of timber, and she drew merchandise amounting to \$152.25.
- Q. Was that all she ever received?—A. That was all.
- Q. The logger ran behind, and Dobie & Stratton would not pay her?—A. No, sir.
- Q. So that the logger who worked for your sister got the money?—A. Yes, sir.
- Q. What was his name?—A. Vincent Ondeg.
- Q. Do you know of any more cases of that kind?—A. There are some other cases at Court Oreille, but I do not think I can prove them.

Q. Is there any other complaint you wish to make?—A. We had a dam there on the reservation that we never got paid for the use of. It was built eight years ago, and Ike Blaisdell promised us after his logs were out that we could have that dam. Blaisdell built it and promised it to the Indians; but they have been using it three or four years now, and we want to get paid for the use of it. Dobie & Stratton have been using it the most of the time.

Q. Did the Indians build it?—A. No, sir; Blaisdell built it, but we want pay because it is on the reservation. The dam cost about \$400.

Q. Do the Indians want \$400 paid to them?—A. No, sir; they want about \$50 a year for the use of it.

Q. And Dobie & Stratton have never paid anything for the use of it?—A. No, sir. At the time it was built we worked sixteen days on it, and we never got paid for it because we thought the dam was ours.

Q. You help build the dam?—A. Yes, sir; me and my brother, sixteen years old.

Q. Did anybody else work on it?—A. No, sir.

Q. Have you complained to the agent about it?—A. We did to Agent Durfee, but he took no notice of it. I have never complained to Agent Gregory about it.

Q. Have you any other complaint to make?—A. We built a bridge at Blueberry Creek, on what they call the country road. We were ordered to build that bridge nine years ago by the Government, and have never got paid for our work there.

Q. Did you ever complain about that to Agent Gregory?—A. No, sir. I complained to Agent Durfee, and he said he would fix it, but he never did.

Q. Have you any other complaint to make?—A. Not that I know of.

By Senator BLACKBURN:

Q. Was there never any white labor employed by the loggers on this reservation of yours while Durfee was agent, except teamsters, blacksmiths, cooks, and foremen?—A. That is all.

Q. Did you never see any white labor about the camps?—A. I was around the camps three years, and I never saw any white men except teamsters, cooks, blacksmiths, and foremen.

Q. You never saw any other white labor about there?—A. No, sir; not in my camp.

Q. Do you know how it was in the other camps?—A. No, I never went around in the other camps.

Q. In reference to the bond which you say Agent Gregory told you was required before you could open a store, how much was the amount of the bond he said you must give?—A. The interpreter said it was \$100,000.

Q. Is it not a fact that half-breeds are required to give bonds the same as white men, while full-blood Indians are allowed a license without giving a bond?—A. I understood that a mixed blood who belonged on the reservation could have it without giving bonds. I think that was made in the treaty of 1854.

Q. And your understanding is that that is the regulation?—A. Yes, sir.

Q. What kin, if any, was John Headflyer to you?—A. He is my brother.

Q. So that the man you have described as signing the contract for the sale of your mother's timber was your mother's son?—A. Yes, sir.

Q. Is he older or younger than you?—A. He is older than I am.

Q. He is the oldest brother?—A. Yes, sir.

Q. Did he live with your mother?—A. No, sir; he lived about 3 miles away.

Q. Did your mother object to his signing the contract?—A. I told my mother not to sign the contract, and my brother went to work and signed it.

Q. You spoke of a dam. What was the name of the man who built it?—A. Ike Blaisdell.

Q. Who used the dam?—A. Dobie & Stratton used it to drive logs on.

Q. Did not everybody who brought logs down from above have to use that dam to get their logs through?—A. I do not think it. It was only Dobie & Stratton's logs; nobody else used it.

Q. Did Blaisdell sell that dam to anybody?—A. No, sir.

Q. Did Calligan Bros. ever run any logs through it?—A. Not so far as I know.

Q. Who was in possession of that dam?—A. The Indians were promised that they should have the dam after Blaisdell got his logs out, and then we claimed to own it, but we can not get it. They claim that it belongs to Dobie & Stratton.

Q. How do they claim they came into possession of it?—A. That is more than I can tell.

Q. How long have they held it in that way?—A. About four years.

Q. Then that was when Mr. Durfee was agent?—A. Yes, sir.

Q. You have spoken of the trouble your mother had in not getting the amount of money for her timber that was contracted for, and of your sister's having suffered in the same way. When did all that happen?—A. In 1883-'84-'85.

Q. To which one did it happen in 1885?—A. To Neogeshegoquay, one of my sisters.

Q. Who was agent then?—A. Mr. Durfee.

Q. Have any of these losses by your mother or your sister been sustained since Agent Gregory has been there, or did they occur under Agent Durfee?—A. They occurred under Durfee.

Q. And you applied—or they did—for satisfaction and redress of grievances then, and did not get it?—A. Yes, sir.

Q. And you have never heard of any complaints about these things made to Agent Gregory?—A. No, sir.

TESTIMONY OF JAMES I. COFFEY—Recalled.

JAMES I. COFFEY was recalled by the chairman and further examined.

By the CHAIRMAN:

Q. Have you received a statement from Indians on your reservation since you came here, in regard to yourself?—A. Yes, sir, I have.

Q. Please produce it and read it, so that it may go into the record. The witness produced the following paper, which he read:

STATE OF MINNESOTA, *Carlton County, ss:*

Julius Cadotte, Mike Diver, Joseph Obigwad, John Osangie, Frank Houlett, John Cadotte, Joseph Frank, John Lagard, Joseph Petite, Eugene Donaldson, Michael Defoe, and Frank Ducat, being first duly sworn, on oath say, and each for himself says:

I live on the Fond du Lac Indian Reservation, and have lived there for some years last past. I have been acquainted with James I. Coffey during the greater part of his life-time; that he is a man of truth and integrity, and held in high esteem by said Indians on said reservation; that he has always taken an active part in everything appertaining to the best interests of said Indians, and by reason of which has gained

the enmity of contractors on said reservation, who upon several occasions have tried to drive him therefrom; that his record of fair dealing with said Indians is without blemish. I am acquainted by information with a certain letter written on the 5th day of May, 1887, by Father Dugal, of Cloquet, Carlton County, Minn., to J. D. Atkins, Indian Commissioner, and with the contents thereof so far as the same relates to said James I. Coffey; that I, with all other persons named in this affidavit, visited on this day, the said Father Dugal for the purpose of getting information from him in regard to said letter and to learn the cause of his having written the same; that he frankly admitted having written the same, and said that one Pat Hynes and J. T. Gregory requested him to do so; that he would not have written said letter only for said request; that he knows nothing against said Coffey, but, on the contrary, has reason for saying and thinking that said Indians have never had a better friend among them than said Coffey is and has been during his years of maturity; that he, the said Father Dugal, would write at once to the Commissioner of Indian Affairs at Washington and personally explain the causes which led him to write the said letter referred to.

JULIUS CADOTTE.
JOHN OSANGIE.
MICHAEL DEFOE.
MIKE DIVER.
FRANK (his x mark) HOULET.
EUGENE DONALDSON.
FRANK DUQUETTE.
JOHN CADOTTE.
JOSEPH (his x mark) FRANK.
JOHN (his x mark) LAGORD.
JOSEPH (his x mark) PETITE.
JOSEPH (his x mark) OBIGWAD.

Subscribed and sworn to before me this 24th day of March, 1888.

WILLIAM KELLY,
Justice of the Peace.

By the CHAIRMAN:

Q. This paper, I understand, is a copy of one sent to the Commissioner of Indian Affairs?—A. I do not know really whether it has been or not.

Q. But you understand that it has been sent to the Commissioner?—A. Yes, sir.

The CHAIRMAN. Have you any other papers to submit?

The WITNESS. I have here a copy of a letter from the president of the railroad that I used to work for.

The CHAIRMAN. Do you submit this letter in evidence?

The WITNESS. I do.

The following is the letter referred to:

[Saint Paul and Duluth Railroad, president and general superintendent's office.]

SAINT PAUL, MINN., June 28, 1886.

To whom it may concern:

The bearer, Mr. J. I. Coffey, has been in the employ of this company as agent and operator for a number of years, and has given entire satisfaction. He leaves the service of his own accord, and I take pleasure in recommending him as an honest, efficient, and faithful agent.

Yours, truly,

W. H. FISHER,
General Superintendent.

The CHAIRMAN. I will put into the record at this point a letter from Secretary Vilas, dated April 14, 1888, inclosing a communication from the Commissioner of Indian Affairs, with accompanying papers.

The correspondence referred to is as follows:

DEPARTMENT OF THE INTERIOR,
Washington, April 14, 1888.

SIR: I have the honor to transmit herewith a communication of this date addressed to me by the Commissioner of Indian Affairs, with its inclosures, the same being a reply to your letter of the 12th instant addressed directly to him, so far as relates to

the request to be furnished with certain correspondence concerning the character of James I. Coffey, for the use of your committee in connection with the pending investigation of certain Chippewa allotments and timber contracts.

Very respectfully,

WM. F. VILAS,
Secretary.

The CHAIRMAN SELECT COMMITTEE ON INDIAN TRADERS,
UNITED STATES SENATE.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, April 14, 1888.

SIR: In compliance with the request preferred in the inclosed copy-letter of the 12th instant, addressed to me by the chairman of the Senate Select Committee on Indian Traders, now investigating the system of Chippewa allotments and timber contracts on the various reservations attached to the La Pointe Agency, Wisconsin, I inclose herewith copies of the under-mentioned letters on file in this office, viz:

(1) Letter of Rev. Dr. Goldsmith to the President, dated July 1, 1886.

(2) Letter of Rev. G. T. Dugal to the Commissioner of Indian Affairs, dated March 26, 1888.

I have the honor to recommend that said copies be transmitted to the committee, which now stands adjourned to meet on Monday next, the 16th instant.

With the exception of the report of Inspector Thomas, dated September 29, 1887, (copy of which will be found with papers transmitted to the committee by the Department on the 2d instant) there do not appear to be any further letters or papers concerning the character of James I. Coffey on the files of this office.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

NOTRE DAME RECTORY,
Chippewa Falls, Wis., July 1, 1886.

MR. PRESIDENT: In the name of the Catholic bishops of Wisconsin, I, who have been a missionary of the Chippewa Valley and its Indians particularly for eighteen years, venture to plead their case. The pine lands of the Court Oreille (Cortoray) Chippewa Indian Reservation have come into market. Agent Gregory, of Ashland, and the firm of agents, Dobie & Stratton, have entire control of these lands. No one but this firm is allowed to trade with the Indians or to contract for logging purposes, unless indorsed by Mr. Gregory. A ring of Illinois and Iowa lumbermen have succeeded in making the above appointments through Mr. Morrison, of Illinois. It would seem as if the only object is to make all they can out of the Indian, to whom, for example, salt pork at \$14 per barrel was sold for \$30 last winter.

I plead, Mr. President, for my poor people. Make your Department do them justice.

I have written to Cardinal Gibbons, of Baltimore, and Dr. Chapelle, of Washington, in the same sense.

What I pray for is, that you would use your authority to make the Indian Department take action, and prevent the one firm of Dobie & Stratton from having the sole trade and disposal of those Indian pine lands.

I venture to suggest the upholders of the Democracy and honest Christian men here as deserving of the same privilege which has been extended to the *one ring*; they are "David Chisholm," Alexander B. McDonnell, and Charles Bergeron.

This competition may at least save the Indians from entire fleecing.

Mr. President, I am no politician. I aim at nothing, but it makes me ache to see the remnant of our Chippewas, whom I have been a servant to, without looking for an earthly reward, sold out, as it is being done now at "Courtes Oreilles." I beg of you in the name of our bishops to help them if you can.

I am, Mr. President, your fellow-citizen and admirer,

Rev. Dr. GOLDSMITH,
Late of Rochester, N. Y.

The PRESIDENT OF U. S. A., GROVER CLEVELAND.

EXECUTIVE MANSION.

The within communication is respectfully referred to the Secretary of the Interior. By direction of the President:

DANIEL S. LAMONT,
Private Secretary.

DEPARTMENT OF THE INTERIOR, July 15, 1886.

Respectfully referred to the Commissioner of Indian Affairs.

GEORGE M. LOCKWOOD,
Chief Clerk.

CLOQUET, *Carlton County, Minn.*, 3, 26, 1888.

SIR: I am informed that there is some trouble with the Indians on this Fond du Lac Reserve, and the Indians tell me that what injures them the most is a letter written by myself to you some time ago, and they are very angry at me; nevertheless, I can not retract that letter. Speaking on my honor as a gentleman and a clergyman, and without any prejudice on either side, I must say that according to my knowledge and belief the facts as stated in that letter are true in every particular. I am personally acquainted with Indian Agent Gregory, and also with the contractor, Mr. Hynes, and I believe them to be honorable men.

As far as their lumbering is concerned, I know little or nothing about it, and don't consider it any affair of mine, and don't want to get into any trouble about it. Of course I would wish to see right and justice done by all.

Asking pardon for intruding upon your time, I am, honorable sir,

Very respectfully, yours,

Rev. G. T. DUGAL.

Hon. J. D. ATKINS,

Commissioner Indian Affairs, Washington, D. C.

By the CHAIRMAN:

Q. Have you ever carried whisky on the reservation?—A. No, sir.

Q. Either to sell or to give to anybody?—A. No, sir; not to sell or give.

Q. Have you ever been complained of for doing it?—A. Not that I know of, except what I heard Agent Gregory testify to here the other day.

Q. Have you any knowledge of a proceeding commenced against you in the United States court?—A. No knowledge whatever, except through the statements made by Agent Gregory to the committee.

Q. Did Agent Gregory ever complain directly to you that you had brought whisky on the reservation?—A. He told me one time last May that he had heard I had given an Indian a drink of whisky, and he said at that time if I did not quit meddling with his business he would have me prosecuted for it.

Q. When was that?—A. That was in May, 1887.

Q. Did you admit or deny at that time that you had taken whisky on the reservation?—A. I denied it, and I told him it was his duty as agent, if he could prove anything of that kind, to prosecute me.

Q. Do you know a Mrs. Danielson, who Agent Gregory says complained to him about you?—A. I have seen her but once, and that was in the winter of 1881-'82.

Q. Do you know of any ground of complaint she had against you?—A. I do not, and do not believe she has made any.

Q. Have you anything further that you desire to say in reference to the statements made by Agent Gregory in his testimony in regard to yourself?—A. I marked some portions of his testimony on my book, but I left it at my room here in the city.

Q. Did you ever write complaints to the Indians at their request?—A. I did so in April, 1887, and then I wrote a complaint for them this last January.

Q. Have you always written them correctly as they stated them to you?—A. Yes, sir; and as I knew the fact to be.

Q. Did you ever have any conversation with Agent Gregory about the complaints you had written for the Indians?—A. Yes, sir; in May, 1887, when he came up to Cloquet to make a settlement with the Indians, I went down to Cloquet and went into the store there. When I went in I saw that Agent Gregory was sitting at the back end of the store. I staid there for a few moments and heard some one call my name. I looked up and saw Agent Gregory, and he motioned to me and said, "Coffey, come here, I want to speak to you." I went towards

him and he took me into a little room at the back end of the store that was occupied as an office, and after we got in he closed the door and said: "I understand that you are raising trouble generally among the Indians here, writing complaints and meddling with my business generally." He says: "If you do not stop that I will have you sent to prison, and," he says, "I know of a case where you have given an Indian whisky." He says: "You do not have to sell whisky to an Indian to be prosecuted, but if you give him just one drink you can be prosecuted all the same." Then I told him if he knew anything against me in that way it was his duty as an Indian agent to prosecute me. Then he went on and stated that he had seen those complaints that I had written for the Indians and had read them over, and then he turned right around and asked me what they contained. I told him if he had read them I presumed that he knew what they contained. A great many more things were said between us that I can not remember.

Q. State anything else that was said?—A. I can not remember anything else, only that he tried to intimidate me from writing any more complaints for the Indians. The complaints were not written against him that I know of.

Q. Where were those complaints that you had written sent?—A. There was a copy sent to the Secretary of the Interior and a copy to the President. They were complaints against Contractor Hynes.

Q. What took place between you and Agent Gregory at the council of January 24, 1888?—A. I was at the council taking the part of an Indian who was there, and when those names were brought up that the Indians wanted to reject Agent Gregory gave the parties the privilege of bringing up witnesses to testify in their behalf. We noticed that some of the Indians were not making correct statements, and so we wanted to bring up witnesses to testify on behalf of the reservation Indians, but Agent Gregory would not allow that. So I was insisting that the Indians' rights should be respected in that matter, but Agent Gregory would not allow it. Some of the applicants there could not talk Chippewa, and they were being sworn, and it has always been customary in doing business with the Indians to have an interpreter, so that all the Indians can understand what is going on. I insisted that those applicants who claimed to be Chippewa Indians ought to be able to talk the language, and that the testimony they were giving ought to be given in that language, so that the Indians present could understand it, and I was insisting that an interpreter should be used in giving that testimony. Agent Gregory did not want to allow that, and finally told me to shut up; any way he tried to intimidate me and make me keep still. I would not. I was insisting that the Indians' rights ought to be respected any way, and he told me if I did not keep quiet he would put me out. He was taking the offensive right along. I was acting purely from a business point of view in the matter, and was not giving him any chance to take offense in any way, if he felt inclined to do what was right.

Q. Did you ever render any service for the Indians which you were not requested to render by them—which they did not request you to render?—A. Not any public service.

Q. Were you requested by the Indians to assist them?—A. Yes, on some occasions.

Q. Do you know why they sought your assistance?—A. Only that they thought I would do what was right with them, or perhaps knew more about it than they did.

Q. Did any of the Indians ask you to assist them at the time of making their settlement?—A. Yes, sir; they did.

Q. What assistance did you render at that time?—A. It was purely clerical, in looking over the statements that had been given them by contractors in getting their supplies.

Q. This was at the spring settlement?—A. Yes, sir.

Q. When the agent or the farmer were usually present?—A. Yes, sir. They asked me to assist them in that settlement and prepare their papers and I did so.

Q. Did you ever discover anything which led you to think they had been unfairly dealt with?—A. Yes, sir; I discovered cases where entries had been duplicated in the statement given to the Indians by the contractors, double charges, and sometimes where the same kind of articles had been charged two different prices.

Q. Were those corrections always made when you discovered them?—A. I noted the errors in the statement and told the Indians that when the agent came to hand him those statements, let him look them over and compare them with the contractor's books and see how they agreed.

Q. Did they do that?—A. They undertook to do it, but Agent Gregory would not receive their statements.

Q. Do you mean that he refused in all cases to receive them?—A. He refused in one case, particularly, that I know of, the case of Joe Frank; I was not present when any other cases were handed to him and do not know about them.

Q. Do you know of any cases where money has been kept back from Indians for any reason?—A. Yes, sir; there was three hundred odd dollars kept back from an Indian named Maquamewegeshick, and he came and wanted me to help him get that money; he wanted it all in a lump. I knew that the old man was not capable of taking care of his money; that is, he would spend it. So I told him he had better let it stay there, and he concluded finally that he would. The farmer was the man who insisted on holding it back, and he explained to him what reasons he had, how the old man could draw a little at a time, and I told the old man to do just as the farmer said, as I thought it was best for the old man to do so. But since I have been here I have received a letter stating how the old man was treated in drawing the money.

Q. Who is that letter from?—A. From my brother, William Coffey. I have the letter at my room.

Q. Do you know of cases where money has been kept back from the allottees to secure the contractor from loss on supplies which he had advanced to the logger?—A. I know of one case. There was a man named Frank Russeau, who had some money kept back from him last spring; they were going to retain it from his stumpage. Contractor Hynes insisted upon keeping the money. Agent Gregory was present at the settlement and Frank Russeau did not want to allow it; he wanted to draw all the money that was coming to him at the rate of \$2 a thousand stumpage. I knew of that case, and so since I have been here I telegraphed to Frank Russeau to ascertain the amount and received a reply from him. I have the telegrams here.

The CHAIRMAN. You may read both of those telegrams.

The WITNESS. The telegram I sent him was dated Washington, March 31, 1888, and says:

FRANK RUSSEAU, *Fond du Lac, Minn.*:

Did Hynes keep any money from your stumpage last May to cover the loss of your logger, and how much? Answer quick.

JAMES I. COFFEY.

The WITNESS. The reply is dated April 1, 1888, as follows:

FOND DU LAC, MINN.

To JAMES I. COFFEY, *Washington* :

Yes. Kept \$282.02 to cover loss of my logger.

FRANK RUSSEAU.

By the CHAIRMAN:

Q. Do you know of other cases of this kind?—A. That is the only case I can state right now.

Q. Have you heard of cases where the contractors have held back money from the Indians to cover losses of the logger for supplies furnished?—A. I think there are more cases, but I could not say for certain.

Q. You heard that mentioned as a complaint, that Indians were not paid the stumpage which they had expected or which it had been agreed should be paid them, in order to pay the losses of the loggers?—A. Yes, sir.

Q. Is there a final settlement made with the Indians before the logs are removed from the landings, as it is stated there should be in Agent Durfee's circular, as printed on page 11 of the record, where it says:

The logs to be paid for, from time to time, as may be agreed between the contracting parties, final payment to be made before they are removed from the landings.

A. Last year, a year ago this spring, the logs were pretty much all driven out of the creek before there was any settlement at all.

Q. That was on the Fond du Lac Reservation?—A. Yes, sir. I received a letter to-day from one of the men up there which I have at my room.

Q. State the nature of it?—A. It is to the same effect; that they are intending to remove the logs upon the reservation before there is any settlement made.

By Senator BLACKBURN:

Q. Does it state that they have done it?—A. No, sir.

By the CHAIRMAN:

Q. It states an apprehension or fear that they will do it?—A. Yes, sir.

By Senator BLACKBURN:

Q. Who was that letter from?—A. From Julius Cadotte.

Q. How came you to leave all your letters and papers at your room?—A. I did not leave them all there. I intended to bring up my book with me this afternoon, and I left those letters in my book.

Senator BLACKBURN. We had better have the language of the letter.

The WITNESS. I have that letter here, but it is written very poorly.

The CHAIRMAN. Read it and let the stenographer take it down.

The WITNESS. There is one word here that I can not make out myself, but I will read it as well as I can.

FOND DU LAC INDIAN RESERVATION,
Cloquet, Minn., April 13, 1888.

DEAR SIR: I thought I would write to you and let you know what was going on here on our reservation. They are going to pay on the first of May. We thought those logs they ought not to move before settling. That is what the Indians said. We want the Government scaler to come here before the logs move off this reservation. Try to get somebody to come here to see about the matter. Myself, they have been taking my logs off the reservation, and I cannot get the farmer to go with me

where they have been cutting. I went the other day and find more stumps than logs; 124 logs. Now, friend, write soon. You better see the committee stop logs right off; would move soon.

Write to us.

JULIUS CADOTTE.

Mr. JAMES I. COFFEY,
Washington, D. C.

By the CHAIRMAN:

Q. Do you know whether Agent Gregory ever refused to listen to the complaints of Indians in any other cases than those you have already stated?—A. Yes, sir; there is an instance which happened in May last, when they held a council up there on the reservation. After they got through with the council, the Indians had a good many complaints to make to the agent about the trader, Mr. Hynes. The allotting of lands had been gotten through with when the Indians wanted to make complaints to Agent Gregory and he refused to listen to them, and the Indians appointed me to make the complaints for them. I insisted that he should give us a few moments any way, but he took up his valise and went out, stating that he had no time.

Q. Have you ever heard that Agent Gregory had undertaken to incite persons to do violence to you?—A. Yes, sir; there was a half-breed up there named Ben. Lagoo, who told me on the morning of the 25th or 26th of January, 1888, that Agent Gregory told him that they ought to kill me. Those are the words that he used. He told me that in the presence of three witnesses, John Vanyer, Mrs. Vanyer, his wife, and a man working for them named Rawley.

Q. What did you understand was the cause of Agent Gregory's telling him that?—A. The only cause, I understood from Lagoo, was for the part I took in rejecting those applicants to claims that did not belong on the reservation—parties who belonged outside of the reservation.

Q. Have you anything to say in regard to Agent Gregory's statement about you on page 190 of the record?—A. Yes, sir. Agent Gregory says, on page 190, referring to me: "He lives at Moose Lake, about 20 miles distant." I want to say that I have lived on the reservation, since Mr. Gregory has been agent there, for about five or six months.

By Senator BLACKBURN:

Q. At one time?—A. Yes, sir.

By the CHAIRMAN:

Q. Has Agent Gregory been upon the reservation himself, except on an occasional visit?—A. He comes on the reservation two or three times a year.

Q. Then, except at those times, he could not know whether you were there or not, except as others told him?—A. No, sir; I do not think he had any other source of information.

Q. Has Farmer Rose ever asked you to assist him with the Indians at any time?—A. Yes, sir; he has. When I first moved on to the reservation I met him at the railroad depot and he told me that he was having considerable trouble with the Indians and asked me if I would help keep them peaceable. From the way he talked I thought they were boisterous and drinking, and things of that kind, and I told him I would assist him. After I had been there a couple of weeks the Indians came to me with their complaints, and I found they had grounds for their complaints, and they wanted me to write out their complaints and I did so, and wrote the complaint that went in in April, 1887.

Q. Did Farmer Rose ever find any fault with you?—A. He did after he heard that I had written out these complaints; then he would not

speak to me at all. In fact, one morning I went into the store where he had his office and he talked to me pretty rough and called me all sorts of names for writing out these complaints.

Q. Did you answer back to him?—A. I could not answer back; he talked so rapidly a man would not have a chance to answer back.

Q. Did he ever try to get you off the reservation?—A. Not that I know of.

Q. State anything else you desire.—A. I have made certain requests to the Commissioner of Indian Affairs, and complaints bearing upon this subject, and I do not find them in the record yet; I think they ought to be in the record. I do not find the contracts with Hynes on the Fond du Lac Reservation for 1885-'86.

Q. Specify the complaints you have in mind which you do not find among the papers sent in by the Commissioner of Indian Affairs.—A. It is in reference to the instructions given to Agent Wall. I asked the Commissioner to revoke a certain clause there giving the Indian agent and the special agent full authority to act at their own discretion in granting these allotments.

Q. And that complaint is not there?—A. I do not find it there.

Q. Can you give the date of that?—A. It is dated some time in March, I believe; I have a copy of it at my room.

Q. Is there anything else you wish to state?—A. I can not think of anything at present.

The CHAIRMAN. Examine the list of papers sent in by the Commissioner, which have been printed, and be prepared the next time you are on the witness stand to say everything you want to say on your own behalf and on behalf of the Indians you come here to represent.

The WITNESS. That clause I speak of is one of the most important things for us.

By Senator BLACKBURN:

Q. Who do you mean by "us"?—A. Us Indians who live on the reservation.

Q. What did you request the Commissioner of Indian Affairs to furnish?—A. I requested him to cancel and annul that clause in those instructions and re-establish the old system.

Q. To change the policy of the office?—A. To re-establish the old system.

Q. Did you make that request before or after you came here?—A. After I came here.

Q. How did you make it?—A. In writing, as a representative of the Indians.

Q. It did not go through this committee, did it?—A. No, sir.

Q. Did you understand that you were running the Indian Office?—No, sir.

Q. You complain because the Indian Office won't change the policy of the office as you propose to have it done?—A. I merely made a request; I did not make any complaint.

Q. What authority have you for taking charge of the Indian Office?—A. I only requested him to annul that clause.

Q. Your complaint, as I understand it, is that you asked the Indian Commissioner to change the rules of his office, and he has not done it?—A. I asked him to change this clause. It says here:

It has been the practice heretofore, in making allotments under the treaty, to submit the applications to a council of the Indians, and to allow the council to determine whether the applications should be allowed. This practice will be discontinued.

I asked him to re-establish the old practice.

Q. And he has not done it, and you complain because he has not?—
A. I say that that has not been put into the record.

Q. What business had it in the record?—A. I think if it has a bearing on this case it ought to be put in.

Q. Do you mean to say that this committee ought to require the Commissioner of Indian Affairs to put into this record everything that occurs in the shape of private correspondence between you and him?—A. I did not know that that was private correspondence.

Q. Did it go through this committee?—A. No, sir.

Q. Then what are you complaining about?—A. I do not think that is private correspondence.

Q. Did you make it official correspondence by your letter?—A. I wrote him as a representative of the Indians.

Q. And your complaint now is, that he has neither changed the policy of the office, as you advised him to do, nor put into this record the correspondence you sent him?—A. I did not give him any advice whatever; I simply requested him to annul that clause.

Q. Do you think you would make a good Indian Commissioner?—A. I never have thought over the matter.

Q. I have recently thought so. What is your opinion as to the result attending the stopping of the cutting of timber on this Wisconsin reservation; has it had a good or bad effect?—A. I have not formed any opinion whatever on the matter.

Q. Have you not been to the office of the Commissioner of Indian Affairs protesting against it, and telling him that it was starving a good many of those Indians to death?—A. I believe I made the statement that the Indians were in danger of such.

Q. Have you been to the Indian Office and protested that bad effects followed the stopping of the cutting of this timber?—A. I do not know exactly what I did state. I received a letter from the reservation in reference to the matter, and I made my statement upon the merits of that letter.

Q. Did you or not go to Commissioner Atkins and tell him that grievous trouble had come from the stopping of the cutting of timber on these reservations, and that many of the Indians were threatened with starvation because of it?—A. I made a statement that the Indians were in danger of suffering from hunger; I did not state from the result of the cutting of the timber, but because they claimed that the contractors would stop all supplies to them.

Q. Because they had stopped the cutting of timber?—A. Because the supplies had stopped.

Q. What stopped the supplies?—A. I do not know; I did not go up there to find out.

Q. Did you or not tell the Commissioner of Indian Affairs that the order stopping the cutting of timber on that reservation had been attended with serious and unfortunate results and threatened to starve many of those Indians to death?—A. I do not know that I used the words "stopping the cutting of timber."

Q. Will you swear that you did not say that?—A. I say I do not believe I did.

Q. Then tell me what you do believe you said on that score.—A. I believe I said they were threatened with danger of hunger because the supplies were stopped.

Q. What stopped the supplies?—A. The contractors.

Q. Why did the contractors stop them?—A. That I could not state.

Q. Don't you know it was because they were stopped from cutting timber?—A. Perhaps it was.

Q. What is your opinion about it?—A. I have not formed any opinion.

Q. Then you have no opinion?—A. Nothing that I could take my oath to.

Q. I am glad to see you careful about your oath. Now I will ask you the question direct, and I hope you will answer it. Did you or not tell the Commissioner of Indian Affairs, substantially, that that order stopping the cutting of timber on that reservation was starving a lot of those Indians to death and ought not to have been issued?—A. I stated awhile ago, and I state now—

Q. Will you answer me? Did you tell him that or did you not?—A. I say I can not recall the words that I used.

Q. I do not want the words,—A. I remember that I stated the Indians were in danger of suffering from hunger because the supplies were stopped.

Q. You have told me that about seven times and I will give you a chance to tell it until the sun goes down and rises again. You will answer that question or refuse to answer it, one or the other. Did you tell the Commissioner of Indian Affairs (I do not ask for the exact words, but substantially) that that order stopping the cutting of timber on the reservation had been attended with unfortunate results and was starving many of those Indians to death and ought not to have been issued?—A. I could not state whether the supplies were stopped by reason of that order.

Q. I am not asking you what effect it had at all, I simply want you to tell me whether you said that to the Commissioner of Indian Affairs.

The CHAIRMAN. It is whether you told the Commissioner that or not. Senator Blackburn is examining you about what you told the Commissioner, and he wants to know whether you told the Commissioner a certain thing. It is your duty to say whether you did or not, and then you can explain afterwards.

Senator BLACKBURN. I will repeat my question. Did you or not tell the Commissioner of Indian Affairs that the order stopping the cutting of timber on that reservation had been attended with unfortunate results, threatened many of those Indians with starvation, and ought never to have been issued; and did he not tell you in reply that you were one of the men who had been most instrumental in getting it done?—A. He did not state that to me.

Q. Very well; did you state the other to him?—A. It is possible that the stopping of supplies—

Q. I do not want my question answered in that way; you will answer or refuse to answer under the instructions of the chairman.

The CHAIRMAN. The question is simply what you told the Commissioner, and you will answer the question directly yes or no, if you can.

The WITNESS. I will tell you what I did in reference to the matter. When I got that letter I made up my mind that it ought to go before the Commissioner. So I wrote out a statement from the letter; I translated it from the Chippewa language into English, and before I presented it to the Commissioner I had really never formed any opinion in reference to the subject of supplies. But after I got to the Commissioner's office, and he read the letter and talked over the matter a good deal in a way that blamed it to the cutting of the timber, I finally made up my mind that that had a good deal to do with the stopping of supplies.

By the CHAIRMAN :

Q. What did you tell Commissioner Atkins about it ?—A. I sat there and listened to him ; he was raging around very nervously.

Q. What did you tell him ?—A. I told him I had a request there to submit to him.

Q. Did you hand him this letter that you had written yourself ?—A. Yes, sir.

Q. Dated the 31st of March ?—A. I believe that is the date.

Q. You handed him the letter and had some conversation with him ?—A. He was talking with me in reference to the matter.

Q. And you can not tell whether you told him that the order stopping the cutting of timber ought not to have been issued ?—A. I do not remember that I told him that.

Q. Did you tell him that the Indians were starving or were in danger of starvation ?—A. I told him the Indians were in danger of suffering from hunger.

By Senator BLACKBURN :

Q. I shall be obliged to ask you the same question over again, I see. Did you or not tell the Commissioner of Indian Affairs that that order stopping the cutting of timber on this reservation had been attended with very unfortunate results, threatened to starve many of those Indians to death, and ought never to have been issued ; did you tell him that, or anything to that effect ?—A. I told him that the Indians were in danger of starving, but whether I put in the words or the statement implied that the stopping of the supplies was the result of the stopping of the cutting of the timber, I do not remember.

Q. Will you undertake to say that you did not tell him that the order stopping the cutting of timber was what brought about the threatened starvation to these Indians ?—A. I can not remember ; I will not undertake to say.

Q. Will you swear that you did not tell him that ?—A. I will not. I can not remember unless I have something to refresh my memory.

Q. You recollect distinctly what he told you, but you can not remember what you told him ?—A. It is often the case that persons remember one point distinctly and others indistinctly.

Q. You have described a council where you say Agent Gregory refused to allow you to introduce testimony where questions of allotments were being determined. Who presided at that council ?—A. Agent Gregory was doing the clerical work, and all Agent Wall did was to sign his name to the certificates.

Q. Who presided on that side of the case ?—A. I do not know that.

Q. If you have previously testified that Agent Wall presided, is that true or false ?—A. I say I really do not know who did preside.

Q. Don't you know it to be a fact that Indians keep pass-books, in which are entered all their purchases and business transactions ?—A. There are a few who have pass-books, but not the majority of them.

Q. In regard to the case of Frank Russeau, where some money was kept back from him, don't you know it to be the fact that his brother was doing that logging, and that he had gone security for a span of horses that his brother bought and never paid for, and that the money was kept back to make good that debt for which he was security ?—A. The way I understood it was that the security was made afterwards to make good a debt on the supplies authorized by the loggers. After the settlement was made I understood that Russeau, the logger, secured Frank Russeau for that money.

Q. Have you not heard that the retention of that \$200 to which Russeau was subjected, was because of his being security for his brother for the purchase of a pair of horses which he had bought for contractors and had never paid for?—A. I understood that after the settlement the security was given for this Frank Russeau.

Q. What about the Joe Frank case. Don't you know it to be a fact that he logged his own pine and that it cost more than it was worth because of his failure to attend to his business, and from the fact that he was drunk pretty much all the time?—A. No, sir; I do not know anything of the kind.

Q. Have you never heard of his getting drunk?—A. I have heard of his getting drunk, but he seemed to be an industrious sort of a fellow.

Q. How did he impress you as a business man?—A. He impressed me as a very industrious man.

Q. Did he handle those logs in as cheap and economical a fashion as you think it could have been done?—A. I do not know; he handled them as cheap as he possibly could handle them himself.

Q. His habits were good, were they not?—A. They were—as good as those of any Indian up there.

Q. Don't you know that it cost him \$5 a thousand to bank that lumber?—A. I can not remember.

Q. If it cost him that was it cheaply done?—A. No, sir; I should not think so.

Q. Don't you know that you examined his account and found that it cost him more than \$5 a thousand?—A. My candid opinion is that it did not cost him \$5 a thousand; I presume it cost him \$4 or \$4.25, if he was very extravagant. His accounts differed a great deal from the contractor's accounts, and he refused to settle; I do not believe he has settled yet. I think, according to the statement he has received from the contractors, that they are in his debt.

Q. Did Agent Gregory ever ask you to aid the Indians when he came to make a settlement with them?—A. No, sir; not that I know of.

Q. You have spoken of some Indians being apprehensive that their logs would be removed before they had a settlement. Have you ever known logs to be removed since Mr. Gregory was agent before a settlement was made?—A. Yes, sir.

Q. Tell me about it?—A. My brother, William Coffey, put in a lot of logs there a year ago this winter; and besides that all those logs that Russeau put in, and there were a number more, but I could not go on and name them. There are some my step-mother had put in also.

Q. Who bought them?—A. Mr. Hynes bought them.

Q. And he moved them before any settlement was made?—A. Yes, sir; we had no way of stopping it, we thought. I know there were many Indians there who complained of it and who were not satisfied to have the logs moved, saying that the contract stated otherwise.

Q. Is there no way to prevent it?—A. We haven't looked that up.

Q. Have any of those parties made any complaint to the agent about the removal of those logs?—A. No, sir; I do not think there have been any complaints made unless they were made to the farmer. I believe there was such a complaint, but I could not state now by whom it was made.

Q. Under the law of Minnesota can not those logs be taken, wherever found, until settlement has been made?—A. That is the way I understand it.

Q. Is it possible to run those logs more than 25 miles from there?—A. I think the boom is 25 or 30 miles from the landing.

Q. So that it is perfectly safe even if they undertook to remove them?—
A. But a portion of the reservation logs were landed above the boom and a portion below; they went into the Cloquet Lumber Company's boom.

Q. You have been telling us about a man named Rose, a farmer out there, about whom you were making some complaint; is he the farmer now?—A. No, sir; he was there about a year ago; he was removed last April or May.

Q. Do you know Joseph Obigwad, who is one of the signers of this document which has been presented here?—A. Yes, sir; I do.

Q. Is he or not one of the men who was included in that indictment for murder which you were tried under there?—A. I believe he is.

Q. And his brother that you had that letter from?—A. He was also indicted.

Q. He was in the same indictment with you, was he not?—A. Yes, sir.

Q. Was Mike Diver another one of the indicted persons?—A. No, sir.

Q. How many were covered in that indictment?—A. Four, I think.

Q. Who was the other one?—A. The other one was Antoine Cobie.

Q. You have stated that you never introduced whisky on to the reservation out there?—A. That is what I have stated.

Q. Do you mean that you never took any whisky on that reservation to sell, give away, or drink yourself?—A. The only case I remember where I took any whisky on the reservation was when my child was sick, and Dr. Allen gave me a prescription to go down to the drug store and get a phial of brandy to mix in with some milk and lime water as a stimulant for my child, who was very weak.

Q. You were never in the habit of getting drunk on that reservation, were you?—A. Oh, I got drunk a couple of times.

Q. Where did you get the whisky to get drunk on the reservation?—
A. Some of the boys treated me.

Q. You did not take it there?—A. No, sir.

Q. Have you not been in the habit of getting drunk, disturbing the peace, and raising rows out there?—A. No, sir.

Q. You never were drunk but twice in your life?—A. That is all I can remember.

Senator BLACKBURN. In order that the witness may have an opportunity of replying to it, I will now file a letter, from the records of the Indian Office, of M. A. Thomas, who was an inspector of the Department, in which the witness is referred to.

(The letter in question is already in print at page 410 of the record.)

Senator BLACKBURN. I will also file some affidavits which I have here; first the affidavit of Attorney H. H. Hawkins as to the bad character of James Coffey, a half-breed Chippewa Indian.

The affidavit referred to is as follows:

Affidavit of Attorney H. H. Hawkins as to the bad character of James Coffey, a half-breed Chippewa Indian.

STATE OF MINNESOTA, County of Carlton, ss :

On this 31st day of March, A. D. 1888, before me, a clerk of the district court in and for the county and State aforesaid, personally appeared H. H. Hawkins, to me known to be reputable and entitled to credit, and who, being by me first duly sworn, deposes and says in relation to aforesaid matter as follows:

That he has known said James Coffey since the year A. D. 1878. That in October, A. D. 1882, this affiant, then and there being the prosecuting attorney for Carlton County, Minn., did, under an indictment for murder in the first degree then and there found by the grand jury of said county, October 3, 1882, charging James Coffey,

William Coffey, John O'Beguot, and Antoine Chicoba with the willful killing of one Nels Willett, prosecute the said James Coffey *et als.* on said charge.

That on October 10, 1882, the jury disagreed and were discharged by an order of the court.

During the winter of 1887 and 1888, James Coffey was arrested on the Fond du Lac Indian Reservation upon a criminal charge, which was not prosecuted against him by reason of the opinion of the present county attorney, H. Oldenburg, of N. P. Junction, that it was not within the jurisdiction of the State courts to prosecute, and instructing the magistrate to place the matter in the hands of the United States marshal. I am informed and believe that there is now a warrant for the arrest of James Coffey in the hands of the deputy United States marshal at Cloquet for service, charging him with taking liquor upon the Fond du Lac Indian Reservation. Said warrant has not been served by reason of the absence of said James Coffey at Washington, D. C.

I am further of the opinion that the said James Coffey is a man in whose veracity I should place very little reliance, if his interests were to be affected by his testimony; that I consider him a turbulent character, and one who breeds discord among his fellow Indians for the purpose of making such discord result to his own personal gain; and further that I am not interested in this matter except to show the character of Coffey as the same is known and believed by me.

H. H. HAWKINS,

Attorney at law and formerly Prosecuting Attorney of Carlton County, Minn.

Sworn and subscribed to before me this 31st day of March, A. D. 1888.

[SEAL.]

W. T. BARKER,

Clerk of District Court, Carlton County, Minn.

N. P. JUNCTION, March 31, 1888.

I have read the foregoing affidavit of H. H. Hawkins, and indorsed the same as being true, and I believe the character of James Coffey to be as therein stated.

HUGH FERGERSON,

Village Marshal of N. P. Junction and Ex-sheriff of Carlton County.

THOMSON, MINN., March 31, 1888.

I have read the foregoing affidavit of H. H. Hawkins, and from my knowledge of James Coffey for the past ten years, I believe his character to be as stated in said affidavit.

A. M. TOWNSEND,

Deputy Treasurer and former Judge of Probate of Carlton County, Minn.

THOMSON, March 31, 1888.

I have read the foregoing affidavit of H. H. Hawkins, and believe it contains a true statement as to the character of James Coffey, and have read the records of this county which show that he was tried for murder in the first degree as stated in said affidavit.

A. J. HAWKINS,

Deputy Sheriff of Carlton County, Minn.

N. P. JUNCTION, March 31, 1888.

Have read Mr. Hawkins's affidavit, and believe it contains a correct estimate of the character of James Coffey, whom I have known for fifteen years.

C. BRADLEY,

Postmaster at N. P. Junction and Judge of Probate of Carlton County, Minn.

The CHAIRMAN. From whose custody did you receive that?

Senator BLACKBURN. I have so many here that I can not tell you.

The CHAIRMAN. It is not from the Indian Office?

Senator BLACKBURN. No, it came direct to me from the reservation.

The CHAIRMAN. Before you read the rest of those affidavits, I will put into the record at this point Secretary Vilas's letter of April 4, 1888, transmitting a letter of Commissioner Atkins which incloses a copy of a letter from Mr. Coffey, and so forth.

The letters referred to are as follows:

[Secretary Vilas to chairman of select committee.]

DEPARTMENT OF THE INTERIOR,

Washington, April 4, 1888.

SIR: I have the honor to transmit for your information copy of communication of 3d instant from the Commissioner of Indian Affairs, inclosing copy of letter from J. I. Coffey, as to urgent necessities of the Fond du Lac Indians arising out of suspension of

logging operations, also copies of affidavits of A. M. Sherman and C. H. Henry, contractors, relative to losses they will sustain by reason of such suspension.

The Commissioner refers to the action taken by the Department at the suggestion of your committee relative to the further cutting and felling of trees on the reservations under the charge of the La Pointe Agency, and says that under the existing circumstances he does not see how his office can interfere to render any immediate relief to the Fond du Lac Indians as against the timber contractors.

The investigation which is being made by one of the United States Indian inspectors under the direction of this Department, into the logging and other matters on these reservations, has not yet been completed, and this Department is therefore not in possession of the information necessary to enable it to take intelligent action on these matters of complaint.

Very respectfully,

WM. F. VILAS,
Secretary.

The CHAIRMAN SELECT COMMITTEE ON INDIAN TRADERS,
UNITED STATES SENATE.

[Commissioner of Indian Affairs to the Secretary of the Interior.]

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, April 3, 1888.

SIR: In connection with the Chippewa investigation now pending before the Senate Select Committee on Indian Traders, I have the honor to inclose herewith a copy of a communication dated the 31st ultimo, signed by James J. Coffey, spokesman, Fond du Lac Indians, filed in this office on the 2d instant, stating that he is in receipt of recent information from Joseph Naganub, the chief's son, that all allowances to the Fond du Lac Indians have been stopped by the timber contractors, and that many of the Indians, including several women with large families of children, who are almost wholly dependent upon the benefits derived from the sale of their timber, are in danger of suffering from want of the actual necessities of life, notwithstanding there appear to be balances due them from the sale of such timber.

In this state of facts, an appeal is made to this office to adopt some immediate measures whereby sufficient allowances may be made from what is due the Indians, to keep them from actual hunger, until the investigation now pending shall be complete and their matters adjusted.

Complaints are also made that the Fond du Lac Indians are not getting an honest scale of the timber; that the timber as it appears in the stream upon which it is banked seems to be greatly in excess of the measurement given the Indians, and that they desire a rescaling of the logs, or the measurement taken from the stump upon which the timber stood.

It is further alleged that in May, 1887, Agent Gregory retained or caused to be retained from many of the Indians \$10 each, which he claimed was due to certain parties whom he had sent upon the Fond du Lac Reservation to run the lines around the allotments, against the knowledge and consent of the Indians, who, it is claimed, had previously sent competent men to locate and run the lines, and with whose work they express themselves satisfied.

At the suggestion of the committee, as contained in the letter of the chairman to you of the 12th ultimo, and with your advice and concurrence, the further cutting and felling of trees on all reservations under charge of the La Pointe Agency, whether under existing contracts with the Indians or otherwise, was interdicted by office telegram of the 13th ultimo, addressed to Agent Gregory.

Under existing circumstances, I do not at present see how this office can interfere to render any immediate relief to the Fond du Lac Indians as against the timber contractors.

But a few days since the integrity of the contracts was vigorously assailed, and the interposition of Congress against their further execution was directly invoked in behalf of the Indians, resulting in a total cessation of all operations and, as it now appears, refusal on the part of the contractors, who are uncertain as to the result, to risk further advances.

Hardly is the suspending order issued before these same Indians are crying out that they are threatened with starvation owing to the stoppage of supplies, and clamoring for a fulfillment of the contracts and an adjustment of their rights thereunder, all of which it is absolutely beyond the power of this office to remedy.

It appears to me that, Congress, having made this whole matter the subject of special inquiry, this office is debarred from taking action in reference to the contracts pending the result of the investigation; unless, indeed, the language used in the let-

ter of the 12th ultimo, addressed to you by the chairman of the committee, wherein he says "this action (alluding to the stoppage of the cutting) would not interfere with the proper disposition of any timber already felled, and justice as near as may be would of course be accorded by the Commissioner to all parties" (see printed record, p. 257), may be taken as authorizing an adjustment, *pro tanto*, of the rights of all parties under the contracts, as far as they may have been fulfilled only and not further or otherwise, upon the basis of equity, in all cases where it shall appear to the satisfaction of this office that the parties had the right to make the contract, where the contract was entered into in good faith and advances have been made under it, and where the parties are mutually satisfied.

The matter is, however, one of such a delicate nature that I do not feel warranted in assuming any responsibility for fear of embarrassing the proceedings, and the only suggestion I am at present prepared to make is that the paper in question be referred to the committee for its information and consideration.

I also inclose copies of affidavits of A. M. Sherman and Charles H. Henry, respectively, contractors on the Lac du Flambeau Reserve, which I respectfully recommend be transmitted to the committee for its additional information.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

[James I. Coffey to Commissioner of Indian Affairs.]

WASHINGTON, D. C., *March 31, 1888.*

DEAR SIR: I have received this day a letter from the Fond du Lac (Minnesota) Reservation, dated March 27, 1888, by Jos. Naganab, the son of our chief, and a prominent member of the Fond du Lac Reservation, stating that timber is being hauled and banked for which the Indians are not receiving an honest scale, and they desire the logs to be all rescaled or the measurement taken from the stump upon which the timber stood, to insure an honest measurement of the timber. Also that the timber, as it appears in the stream upon which the timber is banked, seems to be greatly in excess of the measurement given the Indians. The letter further states, that all allowances to the Indians have been stopped by the contractors, and that many of the Indians are in want of the actual necessities of life. There are many women there with large families of children who depend almost entirely upon the receipts derived from the sale of their timber, who are extremely in danger of suffering from want, although there seems to be balances due them from the sale of timber. Notwithstanding, the contractors have entirely stopped all allowances. I will state further that nearly all of the adult male population on the Fond du Lac Reservation are willing and industrious men, but a large portion of them have been discouraged from applying for work on account of the prevailing sentiment in preference for white labor, and the large numbers of white men being sent on the reservations to do the work which was intended should be done by the Indians; in consequence of which a large portion are now left comparatively destitute of provisions, etc., and at this time of the year it is almost impossible to get work of any kind near the reservation, by which they could sustain themselves.

In this case I appeal to you in behalf of the Indians on Fond du Lac Reservation to give this matter your personal attention, and adopt some immediate measure through which sufficient allowances will be given what is due the Indians, to keep them from actual hunger until the investigation now pending shall be complete and their matters adjusted.

Another important fact that we have thus far failed in submitting to you is, that in May, 1887, James T. Gregory retained or caused to be retained from the Indian, \$10 each—from many of the Indians—which Gregory claimed was due to certain parties whom Gregory had sent upon the reservation to run out the lines around the allotments without the knowledge of the Indians and without their consent. Those Indians had previously sent competent men to locate and run the lines around their allotments and were satisfied with the work, and they do not understand why Gregory should send parties to perform the work that had already been performed by others. This was done by Gregory unbeknown to the Indians, and when they protested against the payment of the amounts out of their moneys Gregory insisted the amounts be retained, and the Indians could not resist.

It seems that in all reasonable matters the Indians should be first consulted, before any steps are taken in which their financial interests are likely to be involved.

Very respectfully,

JAS. I. COFFEY,
Spokesman, Fond du Lac Indians.

J. D. C. ATKINS,
Commissioner Indian Affairs, Washington, D. C.

Affidavit of Charles H. Henry.

STATE OF WISCONSIN, *Eau Claire County, ss :*

Charles H. Henry, being duly sworn, on his oath says :

That he now resides, and continuously for six years last past has resided, at the city of Eau Claire, Wis., and has during all of said time been a lumberman by occupation.

That during the year A. D. 1887 deponent purchased of the Indians on the Flambeau Reservation, and living thereon, a large quantity of pine saw-logs, to be cut from the lands allotted to such Indians on said reservation, in accordance with the practice and rules of the Indian Department.

And deponent further says that in making such purchases he entered into and made about thirty-two separate contracts of purchase with thirty-two of said Indians, respectively, to whom the lands had been allotted.

That said several contracts of purchase were all made by deponent in good faith, and in the belief that they were fully in accord with the rules and practice of the Indian Department, and said several contracts were made under the supervision of the Indian agent in control of said reservation, and were approved by said Indian agent and delivered to him.

That on said thirty-two pieces of land from which the logs to be cut were so purchased by means of said contracts, there was at such time of contracting about 15,000,000 feet of pine timber, and on said contracts and in accordance with the terms thereof deponent, as part payment of the purchase price for said logs, and before the logs were delivered, and from time to time after said contracts were made, advanced and paid to the several Indians making the same large sums of cash, provisions, groceries, clothing, lumber for building purposes, teams, wagons, and other property useful and appropriate to them, amounting at the present time to about \$30,000, and on many of said contracts and from the lands concerning which the same were made no timber whatever has yet been cut or delivered under said contracts, and the amount of such advances so made on said contracts which are wholly unfulfilled amounts to \$3,700, and in a number of other cases regarding such contracts the amount of such advances and payments largely exceeds the purchase price of the logs and timber now cut upon the lands concerning which such contracts were made.

And deponent, under the said contracts and concerning the said logs purchased thereby, has in addition, in good faith, advanced respectively to the said Indians nearly the entire cost and expense of cutting and delivering the logs mentioned in said contracts, such advances amounting to from \$3.25 to \$3.50 per 1,000 feet for all of the logs now cut under the same, which last mentioned advances under said contracts now aggregate about the sum of \$30,000, the quantity already cut being about 9,000,000 feet.

That said timber, regarding which said contracts were made, is situated about 40 miles from any railroad by the nearest possible road for access, and it is wholly impracticable to get such logs to market by means of any railroad whatever.

That the locality of said timber is in a wild and very inaccessible country, containing no natural and available driving streams within reach of said timber, and said timber is wholly inaccessible and valueless for market unless large improvements are made in the little streams and lakes on which the same must be landed.

And this deponent further says, that relying upon his said contracts and purchases so made, he has made to said Indians the aforesaid advances, and about \$17,000 in addition has been expended in improving the streams on which such logs had to be landed, by erecting dams thereon, clearing the channels, closing sloughs, and booming lakes and other dead waters, and making other improvements affecting the same so as to make the same available for the getting out of such logs to market.

And all such improvements are in addition to the improvements made by any other person purchasing logs on said reservation, and were absolutely necessary to accomplish the said purposes.

That said improvements, including said dams, are still in an unfinished condition, and the expenditure of \$1,500 will still be necessary to complete the same, so they will be available for getting said logs out to market during the present season.

Deponent further says, that unless such improvements are made said logs can not be got to market during the year 1888, and if said logs remain undriven and untaken to market during said year, they will, by the action of worms and other casualties, be greatly impaired in value, to the extent of at least 15 per cent., before the next driving season.

Deponent further says, that there is now upon said reservation a large crew of men and teams, embracing both white and Indian labor, which deponent furnished under said contracts to the said several Indians for the putting in of the said logs for them, at actual cost and without profit to deponent, and that deponent is now maintaining such crew for the said purpose on said reservation, in pursuance with his agreements so made with said Indians, and said crew is fully provisioned and supplied for the

balance of the logging season, and the expense to deponent of so maintaining said crew is at least \$350 per day.

That the supplies for the same now on hand on the reservation amount in value to several thousand dollars, and if operations under said contracts are now suspended, the loss to deponent by virtue of the same would be many thousand dollars.

For which damages, if suffered, this deponent claims the United States would be justly liable to him.

And deponent makes this affidavit to the end that the Government, on consideration of the same, will freely permit the aforementioned contract to be fully carried out without stoppage.

CHAS. H. HENRY.

Subscribed and sworn to before me this 17th day of March, A. D. 1888.

H. H. HAYDEN,

Notary Public, Eau Claire County, Wisconsin.

Received at Indian Office March 22, 1888.

Affidavit of A. M. Sherman.

STATE OF WISCONSIN, EAU CLAIRE COUNTY, ss :

A. M. Sherman, being duly sworn, on his oath says he now resides, and continuously for twenty years last past has resided at the city of Eau Claire, Wis., and has during nearly all of said time been a lumberman by occupation.

That during the year A. D. 1887 deponent purchased of the Indians on the Flambeau Reservation, and living thereon, a large quantity of pine saw-logs to be cut from the lands allotted to such Indians on said reservation, in accordance with the practice and rules of the Indian Department.

And deponent further says that in making such purchases he entered into and made fifty separate contracts of purchase with about fifty of said Indians, respectively, to whom lands had been allotted.

That said several contracts of purchase were all made by deponent in good faith, and in the belief that they were fully in accord with the rules and practice of the Indian Department, and said several contracts were made under the supervision of the Indian agent in control of said reservation, there being no farmer located thereon, and were approved by said Indian agent and delivered to him.

That on the said fifty pieces of land, from which the logs to be cut were so purchased by means of said contracts, there was at such time of contracting about 25,000,000 feet of pine timber, and on said contracts, and in accordance with the terms thereof, deponent, as part payment of the purchase price for said logs, and before the logs were delivered, and from time to time after said contracts were made, advanced and paid to the several Indians making the same large sums, in cash, provisions, groceries, clothing, lumber for building purposes, teams, wagons, and other property useful and appropriate to them, amounting at the present time in all to about \$17,000.

And on many of said contracts, and from the lands concerning which the same were made, no timber whatever has yet been cut or delivered under such contracts, and the amount of such advances so made upon such contracts, which are so wholly unfulfilled, amounts to about \$7,000. And in a number of other cases regarding such contracts, the amount of such advances and payments largely exceeds the purchase price of the logs and timber now cut upon the lands, concerning which such contracts were made.

And deponent, under the said contracts, and concerning the said logs purchased thereby, has in addition, in good faith, advanced, respectively, to the said Indians nearly the entire cost and expense of cutting and delivering the logs mentioned in said contracts, such advances amounting to about \$3.50 per thousand feet for all of the logs now cut under the same; which last-mentioned advances under said contracts now aggregate about the sum of \$50,000, the quantity already cut being about 14,000,000 feet.

That said timber regarding which such contracts were made, is situated about 40 miles distant from any railroad by the nearest possible road for access, and it is wholly impracticable to get such logs to market by means of any railroad whatever.

That the locality of said timber is in a wild and very inaccessible country, containing no natural and available driving streams within reach of such timber, and said timber is wholly inaccessible and valueless for market unless large improvements are made in the little streams and lakes on which the same must be landed.

And this deponent further says that, relying upon his said contracts and purchases so made, he has made to said Indians the aforesaid advances, and has expended at least \$10,000 additional in improving the streams on which such logs had to be landed

by erecting dams thereon, clearing the channels, closing sloughs, and booming lakes and other dead waters, so as to make the same available for the getting out of said logs to market, and all the said improvements were absolutely necessary to accomplish such purposes.

That said improvements, including said flams, are still in an unfinished state, and the expenditure of at least \$3,000 will still be necessary in completing the same so that they will be available for getting said logs out to market during the present season. Deponent further says that unless such improvements are made said logs can not be got to market during the year 1888, and if said logs remain on their landings undriven and untaken to market during said year they will by the action of worms and other casualties be greatly impaired in value, to the extent of at least 15 per cent., before the next driving season.

Deponent further says that there is now upon said reservation a large crew of men and teams, embracing both white and Indian labor, which deponent furnished under contracts to the said several Indians for the putting in of the said logs for them at actual cost and without any profit to deponent.

And that deponent is now maintaining such crew for the said purpose on said reservation in pursuance of his agreement, so made with said Indians. And said crew is fully provisioned and supplied for the balance of the logging season.

That the expense to deponent of so maintaining the said crew is at least \$700 per day.

That the supplies for the same now on hand on the reservation amount in value to several thousand dollars, and if operations under said contract are now suspended the loss to deponent by virtue of the same would be many thousand dollars.

For which damages, if suffered, this deponent claims the United States would be justly liable to him. And deponent makes this affidavit to the end that the Government, on consideration of the same, will freely permit the aforementioned contracts to be fully carried out without stoppage.

A. M. SHERMAN.

Subscribed and sworn to before me this 17th day of March, 1888.

E. H. HUBBARD,
Notary Public, Eau Claire County, Wis.

(Received in Indian Office March 22, 1888.)

By the CHAIRMAN :

Q. Was the conversation which you had with Commissioner Atkins, and concerning which Senator Blackburn has examined you, at the time you presented this letter of March 31 ?—A. Yes, sir.

Q. State how long a conversation you had with Commissioner Atkins at that time ?—A. I did not say but very few words to him, but he was talking to me, and seemed to be very excited and nervous.

Q. Did he sit still all the time while he conversed ?—A. No, sir; he was walking up and down the floor, flourishing his arms and cursing. I did not say anything to him; I did not think it was of any use.

Q. Do you mean to say that he used profane language—that he swore ?—A. Yes, sir.

Q. Do you want that to go down as a part of your testimony ?—A. I do not know.

Q. You want it to go down if it is true ?—A. It is true; there were others in there.

Q. Did you tell him the substance of what was in the letter ?—A. He would take a seat and read a part of it, then would throw it on the table, get up and walk around a little while and talk; then he would sit down and read it a little while more and then throw it down again and walk about the room. He did that two or three times.

Q. Did he have anything to say against you ?—A. No, sir; not against me.

Q. Or against anybody ?—A. I don't remember whether he said anything directly against anybody, but it was against these proceedings of the committee that he was talking about, the stopping of the cutting of the timber and everything of that kind.

The CHAIRMAN. Have you anything more to say ?

The WITNESS. I have a letter here from the deputy marshal, F. T. Price, dated Cloquet, Minn., April 7, 1888, which I would like to read to the committee, in regard to the warrant which was issued against me for introducing whisky on the reservation.

The CHAIRMAN. You may read it.

The witness read the following letter:

UNITED STATES INDIAN SERVICE, FOND DU LAC RESERVATION,
Cloquet, Minn., April 7, 1888.

DEAR SIR: I hope your efforts in regard to having justice done these people here will meet with success. I write these few lines to assure you of my hearty support, and if there is anything in my power that I can do to assist you do not hesitate to ask me. I am looking up all the evidence I can to bring before the committee when they come. I will send you some sworn testimony, or would not it be advisable to keep it here. I have submitted two complaints to the United States district attorney against Hines. I expect to have a warrant for him this week.

I see that Gregory stated in his testimony that there was a warrant out for you for introducing whisky on the reservation. He probably formed that I did from the knowledge that I had a warrant for you; it is not the warrant was issued on the report of the sheriff, and charges you with assault. I will use my influence to have the case dismissed, as it is purely a personal matter between you and your wife. I sent you a telegram some time ago. Julius Cadotte gave me your address. He made a mistake in giving it to me, and it was sent back.

A. Woodward, of this place, has taken a lively interest in our affairs here. I am not in favor, however, of bringing civil action against Hines at present, as I understand that we are entitled to the protection of the Government, which I don't think will be denied us.

Hoping to hear from you soon, I am, yours, respectfully,

JAMES I. COFFEY,
Washington, D. C.

F. T. PRICE,
Deputy United States Marshal.

By Senator BLACKBURN:

Q. Who is the gentleman who writes this letter?—A. I understand he is the deputy United States marshal up there.

Q. Had you written him before this?—A. No, sir.

Q. It seems that the warrant that he has for you, then, is not for taking whisky on the reservation, but for assault?—A. Yes, sir.

Q. Tell me how he found this out; he says here:

I write these few lines to assure you of my hearty support, and if there is anything in my power that I can do to assist you do not hesitate to ask me. I am looking up all the evidence I can to bring before the committee when they come.

What interest has he in gathering up evidence in that way?—A. I can not say.

Q. He refers to this committee. Do you know how he found out that this committee was going to Minnesota?—A. I do not know, except that he got it from the other boys.

Q. I have never found it out yet.—A. I heard it suggested, and I wrote to Mr. Cadotte and told him I understood the committee would probably go there.

Q. Who told you that?—A. I forget now who it was.

Senator BLACKBURN. I wish you would get that recollection of yours straightened up once. You do not know who your informer was, but here is your correspondent, the deputy United States marshal, writing you that he is busying himself hunting up evidence for this committee, and you sent word that the committee would probably come there.

The WITNESS. I said probably they would go there; I did not know certainly.

Senator BLACKBURN. I wish you would notify me, for I did not know it myself.

The WITNESS. I presumed they would go; I did not know.

TESTIMONY OF PHINEAS H. CALLIGAN—Recalled.

PHINEAS H. CALLIGAN was recalled by the chairman and further examined.

By the CHAIRMAN:

Q. Are there any corrections you wish to make in your testimony?—
A. I think not; I have found no errors.

Q. At the bottom of pages 188, 189, Agent Gregory speaks of a contract or contracts where the four names, of the contractor, the Indian, and two witnesses were signed in the same handwriting, and which he says was a case so plain that the contract was returned by the Department for correction. Do you identify that case, and do you wish to make any statement about it?—A. Yes, sir; I guess the statement is correct enough. The way it happened was, you will find on the bottom of the new contracts there is one line not on the old ones, and when they were taken by the boy who was writing up the contracts to the farmer he said he would have to take them back, and after they had been signed by the parties he took them back and told the boy to copy them right. He gave them the contracts and the boy took them to the store and copied them over.

Q. You mean these were copies and not originals?—A. Yes, sir.

Q. How many were there?—A. I could not say. But I remember the letter that Agent Gregory sent back, with directions to have them changed differently; it was either from Agent Gregory or the farmer.

Q. Who was the farmer?—A. Mr. Rusler.

Q. Who was the boy?—A. It was Fred Calligan, a nephew of mine.

Q. By whom was he employed?—A. By Calligan Bros.

Q. And he made these copies?—A. Yes, sir.

Q. When they were sent back for correction, what took place then?—
A. I do not know of anything except that the boy took them back and wrote them as the farmer told him to. The farmer gave him the blanks and told him to copy them off on those blanks and fetch them back to him. He did so; he copied them and fetched them back.

Q. Were those contracts sent back from Agent Gregory again?—A. Yes, sir; I think they were; they must have been sent back by Agent Gregory.

Q. What contracts took the place of them?—A. The form of contract they were made on was different from the others.

Q. Agent Gregory sent back some contracts because the four signatures on them, the names of the contractor, of the Indian, and of the two witnesses, appeared to be all in the same handwriting?—A. Yes, sir.

Q. When, as a matter of fact, they were written by the boy under the direction of the farmer?—A. Yes, sir.

Q. What was done then; what contracts were substituted for them, if any, and by Agent Gregory sent to Washington?—A. I think you will find that the ones we made the contracts on were printed in Saint Paul, and the seal used was something in the shape of an "S," while I think on the first one it is made in the shape of a square. I think that was the reason the farmer objected to them. He told the boy to take them back down to the store and copy them over.

Q. What contracts finally came to Washington and were made the basis of your contracts with the Indians?—A. The boy copied them

right over, and I understand from the boy that he signed the witnesses' names there, and they were sent on.

Q. They were not, then, contracts made by the parties, but copies made by the boy?—A. The boy made a copy, and the parties were there to sign it, but he took the same witnesses' names right from the old contract. He should have had other parties step up and sign that contract as witnesses, but he did not do it.

Q. Then the fact is that he made new contracts, but wrote the same witnesses' names?—A. So I understand.

Q. What contracts came to Washington and were approved in your behalf?—A. When those were sent to Agent Gregory they were sent back, and we went to work and made others out on the same kind of contracts, and had other parties witness them.

Q. You made your contracts over again?—A. Yes, sir.

Q. That is your explanation of that matter, is it?—A. Yes, sir.

Q. On page 189 of the record the case of John Quarter's wife is referred to. Please explain what you know about that.—A. In regard to that contract the woman had traded over a year and a half with us. I think Agent Gregory stated in his testimony that the woman said she was never at our store.

Q. Agent Gregory says in his testimony that "she will swear she was never in the store at the time."—A. Our books will show that she traded a year and a half with us. She made a contract and went to the farmer herself and had that contract signed; the farmer signed the contract and passed it to me. I think, as near as I can find out, that Agent Gregory had notified him not to sign that contract when we brought it forward.

By Senator BLACKBURN :

Q. Just state that over again?—A. I think that Agent Gregory had notified him not to sign the contract. The contract was in dispute and afterwards it was proved that the woman did not own the land.

By the CHAIRMAN :

Q. And you did not get the benefit of the contract?—A. No, sir. The woman went there, and the farmer had the contract interpreted to her, and he signed the contract and witnessed it.

Q. Were you present yourself?—A. Yes, sir; when he witnessed that contract he passed it to me, and I took it back to the store, and had been there about an hour when he discovered that he had been notified not to sign that contract, and he came and acknowledged to me that he had been doing everything in his power to injure me while on the reservation, and he said, "I will give you my word, as the word of a man, from this time out I will not injure you in any way; I will help you in every way I can if you will give me that contract." I passed that contract back to him, and if it is called for you will find it in his possession to-day with his name signed to it.

Q. Agent Gregory, on page 188 of the record, says that you kept stirring up disturbances, and the Indians complained that you charged them more for their goods than anybody else. Also, on page 244 of the record, he makes a statement in reference to the prices you charged. You may make any statement in reply to those charges that you desire?—A. There has never been any disturbance that I knew of. Whenever an Indian came there he was always fed; I never turned him away hungry. Whenever he wanted a team he got it, and it was never charged up to him in his farming, and they never have made any complaints that we made any disturbance at all.

Q. Do you know of any foundation for the charge that he makes about a disturbance on the reservation?—A. No, sir; I know of none with which we were connected.

Q. Now in regard to the prices charged. Did Agent Gregory ever correct or find fault with your prices?—A. I think he did. I was not there at the time of the first settlement. I met Agent Gregory going to the store to settle with the Indians, and I went to Mr. Hewitt's. When I came back I was told that he had settled with all but two Indians, and those two Indians he was going to arrest for selling whisky, and that man sitting right there [pointing to Agent Gregory] looked over our accounts and had them allowed to every Indian that was there. There was \$2.50 difference, I think, between our books and what one Indian claimed, and that was deducted, and that Indian came back in two weeks' time and acknowledged that he had forgotten about getting the article and paid back the money. That is the only dispute I ever heard of in our settlements.

Q. And the only specified complaint he made?—A. Yes, sir. Agent Gregory deducted that \$2.50 from our bill and the Indian came back afterwards and paid it to us.

Q. Did you ever state in the case of Squires, the half-breed, that you were going to have the thing settled in Washington; that you had friends who could go there and get pretty nearly everything they wanted for you?—A. No, sir; I deny that. We did not have any man here who was doing business for us at that time.

Q. Did you ever tell that to a gentleman in your employ?—A. No, sir.

Q. State about this gentleman of whom he speaks at the foot of the page, Mr. Hewitt; did you ever tell him that?—A. No, sir; I never did. I think Agent Gregory claimed we were having some dispute over an "eighty," and he decided the "eighty" in our favor. I will explain how it happened to be decided in our favor as near as I can. I have been told there that Dave Dobie came to the farmer, after the Indian Bemoshagesick had sold his timber to us and it had been approved by the farmer, and asked what business he had to approve a contract that we wanted. The farmer told him that he did not know anything about it; that the Indian came there and he approved it. He said, "I will go to the railroad and have the contract stopped." G. M. Calligan took the contracts up to Agent Gregory, done up in a package, and handed them in to him, and he looked them over, passed them right back, and told him they would not do on those forms. They were forms that we had had printed at Chippewa Falls, if I am not mistaken. He said the forms that were printed in Washington had to be used. When he got back to Hayward there was one contract missing, but it happened to be the contract of a brother of this Bemoshagesick which was missing, whose name was Ke gani-ganis, and he took that to the reservation and had that changed under the other form and taken back to Agent Gregory, and he signed the names before it was discovered that the wrong contract was taken. I do not accuse Agent Gregory of stealing that contract, but that contract was missing.

Q. Has it ever been found?—A. No, sir; it has never been found.

Q. Who cut the timber on that lot?—A. We had to make another contract with that Indian, and it was approved; there was no dispute over this other "eighty." As for the trouble between Squires and us, after paying the men it was decided between Gregory and ourselves to leave that matter with the man who was acting farmer at the time. He says I refused to pay that Indian for cutting that timber, which is false,

every word of it. It was left with the man who was acting farmer to go and estimate the cutting of that timber, and we agreed to pay him whatever we had cut, and that is what he received.

Q. Did your firm sell Bellanger an outfit for more than it was worth?—
A. No, sir.

Q. What are the facts in connection with that matter?—A. I will tell you. Bellanger wanted a job and he had not anything to put into his camp. His family came there and we furnished him with everything. When he got his camp fixed up he came and told the man at the place there that I had agreed upon the price for a horse team and yoke of oxen and a set of logging sleighs that he took a fancy to. The price he put on them himself, and that is the price he was charged. We were offered \$25 more for the oxen by Tom Geary than Bellanger paid us for them.

Q. Did Bellanger ever make any complaint to you about it?—A. No, sir; Bellanger has made complaint, but not in regard to our charging too much.

Q. State the nature of the complaint.—A. The first winter he worked there he was working for another man, a half-breed, most all winter, except one month. When he went into the woods he left his family without supplies, his wife said. She went to a man in Chippewa Falls (John Duncan) to get supplies, and was to pay him in the middle of the winter. When the time came to pay for the supplies Duncan found that Bellanger was drinking up his wages and was not sending her anything, and he went to the woman and explained to her that he would have to shut down on her supplies. But he continued to feed her and her children until in the spring or next winter Joe went to work for us on a job putting in logs by the thousand. There was a balance due Bellanger in the spring, and he asked me if there was anything due him, and this man Duncan went and sued Bellanger, and I held back that amount of eighty odd dollars. Bellanger came to the store to get money to go down and pay that bill. He went down, and was to be back the third day, but he did not come for a week, and his wife left her children and went to Chippewa Falls to get him. He is a drinking man, gambles, never supports his family, and very seldom gives them anything at all. When they get anything ahead by her washing, he goes there and eats it up. She went down to Chippewa Falls and coaxed him back. She got into the city at night and met him, and he told her she would have to go back, and would not give her a cent, but left her in the city without a dollar, and her little children were on the reservation in the care of strangers. She came to me and I let her have money. She told me what the trouble was and how Joe had used her, and I let her have \$10 to go back with, and when I settled with him I charged him with that \$10 and with that eighty odd dollars, and he kicked considerably, and did not settle for some time. That is all I have to say about that complaint.

Q. Look at page 252, at the middle of the page, and you will see there is a complaint made there against you. Do you recognize that case?—
A. Yes, sir.

Q. What was the name of the Indian?—A. The Indian's name is Bobyskwewon.

Q. Is that case mentioned anywhere else by Agent Gregory?—A. I think that is the only place.

Q. Make your statement about that.—A. I think the statement says that we had a contract with Bobyskwewon; he did not approve that contract, but did the one with the sister. The boy owed us considerable

of a bill, and Bellanger had cut some timber on that land, on that "eighty" they allowed to him, so I told the man to get some more of the timber, and told him when he commenced hauling that timber to notify the scaler and have it scaled to Bobyskwewon. Then I went to the landing and told the scaler, as quick as I notified him, to scale that timber to this boy Bobyskwewon, and give him his credit. In the spring when we came to settle up, the woman came there and settled, and the whole of that timber was credited to this woman, every bit of it, because Bellanger neglected to notify the scaler. When we settled with the woman there was a balance due her of some \$200 or \$300, and it was paid to her. Then this boy's bill was not paid. There was something like eighty odd dollars that he had run up, and Bellanger had told me that he got somewhere near 18,000 or 20,000 feet off the boy's "eighty," and the boy received \$80 for that 20,000 feet, and the woman also received \$2 a thousand for the same timber.

Q. It was a double payment?—A. Yes, sir; we paid \$6 a thousand for that timber.

Q. That was paid by Calligan Bros?—A. Yes, sir; through the neglect of Bellanger.

Q. Do you understand that you wronged anybody in either of these transactions?—A. No, sir; I do not think I did, and it was a benefit to the woman to get \$2 a thousand.

Q. What about Maggie Cloutier's case; did Agent Gregory object to your paying her?—A. Yes, sir; he did. I made a contract with her for \$6.50, and her husband was to put in the timber and she to do the cooking. I guarantied her \$3.50 a thousand stumpage, and her husband was to do the logging. Her contract called for 200,000 feet. McDonald's head man offered her 25 cents more a thousand, and she went and asked Agent Gregory if she had a right to change a contract after she had put in the amount that her contract called for, and she said that he told her that she could. So when the 200,000 feet was in she commenced marketing her logs to McDonald, and put in 100,000 feet, or near that, for McDonald. Then I went to her and told her I would raise her 25 cents a thousand on all her timber, what she had put in and what she would put in hereafter, if she would go back to my market, and she agreed to do it. In the spring, when we came to settle up, I went to that woman and her husband who were stopping at the village and told them, said I, "Now I want you when you come to settle to stay by the contract. I do not want that man, Jim Gregory, to know that he compelled me to raise you 25 cents a thousand." The man said, "No, I am going to let Agent Gregory settle that 25 cents a thousand." I said, "Very well, then, I will pay the 25 cents like a man." When I handed over the bill and Agent Gregory read it over I told him there was 25 cents a thousand to be added, and explained to him what it was for. He said, "I forbid your paying that 25 cents a thousand;" he says, "They will get just exactly what the contract calls for and no more." So he counted out the money and passed it to the woman.

Q. He was not willing you should pay her that extra 25 cents a thousand?—A. No, sir. That is the way I am paying the Indians.

Q. What reason did he give?—A. He did not give any reason that I remember now. I do not think Agent Gregory will deny that.

Q. Have you examined the Dobie & Stratton contracts for 1887-'88?—A. Yes, sir; I think I have.

Q. Do recognize any of the names on pages 115 and 116 of those who were rejected for allotments by the council?—A. There are some there whom I understand were rejected by the council.

Q. I ask you for your information. Do you find any names there of parties rejected by the council?—A. Yes, sir.

Q. Please name them.—A. There is Louis Mishler, John Mishler, Mary Trepannier, and Frank Murray. I have been told that they put in their names for 80 acres of land on the Court Oreille Reservation, but the council of Indians objected to them and had their names erased.

Q. Did you understand whether they had received their patents or not?—A. I understood they had received their patents. Agent Gregory stated there were over fifty or seventy-five to be sent in, and I heard they were the only ones who received their patents and they were the only ones who were erased or scratched out.

Q. Who did you hear this from?—A. From my brother, G. M. Calligan.

Q. Are there any other statements you wish to make?—A. Yes, sir. There is one woman we made a contract with and it was not approved by Agent Gregory, although I made the contract, and the timber was let to a man to put in.

Q. What was his name?—A. Biskwemindemore. I made the contract with that woman, and whilst we were cutting on one forty Dobie & Stratton went on the other forty and cut the timber off that. Agent Gregory had a suit instituted for trespass, and there is a case pending in Madison against us to-day for trespass, whilst I am informed he told Mr. Dobie to settle with the woman. I went into the office about it, and I find that the case is put in for going on both forties, whereas I think we only cut on the one forty. It looks as though we were charged up with the trespass of Dobie & Stratton, that is all on that "eighty." I have another on the Thad Thayer's childrens' "eighty." The woman would not sell me that timber without William Perry could put the timber in. I think the woman let the contract to Perry & Miller to put in the timber. They were putting in 25,000 feet a day, and that went on, and I think the case against us was for 60,000 feet. Agent Gregory said we went on cutting after being notified to stop. They notified Agent Gregory and the farmer received notice to stop it, and they stopped cutting and they only got in 60,000 feet. So I claim it's false when they say that these parties did not stop the same day and hour that we were notified. The other "eighty" was in dispute; it belonged to Thad Thayer's girl. Dobie & Stratton they allowed to go on and cut there two weeks after being notified to stop, and they never had any case put in the court to sue them for trespass. If that is not favoritism I do not know what you would call it.

Q. Have you anything else to state?—A. Yes, sir. I think Agent Gregory stated in his testimony that I offered Mr. Sharp, the railroad conductor, \$200, which I never have denied. I tried to sell out to Peter Lagoo, and he told me that Agent Gregory had refused to sign contracts for him before, and he said, "I will not buy you out until you get a written statement from Agent Gregory that he will approve the contracts." So I went up with Mr. Sharp and met Agent Gregory, and told him I would like to talk to him. He said, "I will not speak to you." This was at Ashland. I took the train the next morning, and while on the train he asked me what was the trouble and I told him about it. He said, "He is a particular friend of mine;" and I said, "If you can help me to get a paper stating that he will sign the contracts of any parties I sell to, I will pay you for your trouble; I would consider that it was worth \$200, and I will give it to you." He agreed to do that, but before he went to Agent Gregory I had made a trade with the Valley Lumber Company.

Q. Your offer was to give him \$200?—A. Yes, sir.

Q. Was anything said about paying Agent Gregory \$200?—A. No, sir. I would not expect him to divide up. He might have had to lay over four or five days to see Agent Gregory before his trip came around and that would not do.

Q. Do you wish to make any statement about the arrangement you had to call on Assistant Commissioner Upshaw in Washington and meet Agent Gregory there?—A. Yes, sir. I got in here on the 17th of August. Our train was late, and I know it was after 2 o'clock before I got into the city. In the afternoon I came up to the Capitol and looked over the grounds, and after dinner went back to the Ebbitt House to see Governor Pound. I did not find him there. I saw Agent Gregory, but I did not speak to him or he to me. The next morning they were telling me about a wreck out here on the railroad and said it was about a mile out there, and so in the forenoon I went out to see it. That was on the 18th of August, on Thursday, I think; I am pretty positive it was Thursday. I went to see Governor Pound at 2 o'clock in the afternoon, and he told me what Agent Gregory had requested me to do. I said I was willing to go there and meet him, and asked him what I should do. He said, "You had better send up your card to Agent Gregory's room." I sent up my card, but Agent Gregory was not in. I did not see Agent Gregory until 4 or 5 o'clock that afternoon. I tried for half an hour to see him, but he kept out of my way. I told Governor Pound I could not draw his attention. He said, "Put your hand on him and draw his attention in that way." I then followed him right out of doors, and went up to him and told him I would like to speak to him. He said, "If you have any business to do with me do it through your attorney, Governor Pound." I told Governor Pound, and he said, "To-morrow morning we will go up before the Commissioner," which we did, and Governor Pound then told me that Agent Gregory had taken the train the night before and left the city. Acting Commissioner Upshaw was the person I went before, and he requested me to come in the next day. He did not hear my statement on that day, the day we were to go there with Agent Gregory, but the next day I went there and made the statement. Governor Pound stated to Assistant Commissioner Upshaw that he supposed he did not care to hear me, as Agent Gregory had left the city. He said yes, he would like to hear me, and said, "Come in to-morrow at 10 o'clock and I will hear your statement."

Q. What day did you make the statement?—A. I came to Washington on the 17th; on the 19th I went in and saw Assistant Commissioner Upshaw, and on the 20th I went there and made a statement; that was Saturday.

Q. That was the statement you afterwards reiterated in your letter?—A. Yes, sir.

Q. Have you anything else to state?—A. That is all I think of.

By Senator BLACKBURN:

Q. Did you know that it was arranged for you and Agent Gregory to meet at the office of the Commissioner of Indian Affairs on Thursday, the 18th, the day you went out to view the railroad wreck?—A. No, sir.

Q. You never heard of that?—A. No, sir.

Q. Did not Assistant Commissioner Upshaw, or anybody in the Indian Office, tell you so?—A. No, sir.

Q. Nor the Commissioner?—A. No, sir.

Q. You did not learn from anybody that you were expected to meet

Agent Gregory on the 18th, the day you went out to view the railroad wreck?—A. No, sir.

Q. Did you have any talk with Agent Gregory?—A. Nothing more than I have stated.

Q. Did you meet him in the presence of Mr. Bell, of the Post-Office Department?—A. I have not any recollection of meeting Agent Gregory anywhere except right in the Ebbitt House and outside.

Q. Did you meet him outside in the presence of Mr. Bell, of the Post-Office Department?—A. I could not say; there was a stranger waiting.

Q. Was anything said there about going to the Indian Office?—A. No, sir. He told me right there if I had any business with him to go to Governor Pound, my attorney, and transact it through him.

Q. And you never knew that Agent Gregory went to the Indian Office under an agreement, as he understood, to meet you on Thursday, the 18th of August?—A. No, sir; I did not know any such thing.

Q. When was it that you had the talk with Mr. Hewitt that you have alluded to? In your examination you spoke of an interview with Mr. Hewitt, in which Agent Gregory said you told him you had friends who would go to Washington and get what you wanted?—A. I deny any such thing.

Q. I ask when you had that conversation with Mr. Hewitt about it?—A. I never had any interview with Mr. Hewitt at all. He was in my employ and was boarding there—

Q. Do you recall what you stated about an hour ago when the chairman commenced to examine you about Agent Gregory's statement that you had friends to go to Washington in your behalf?—A. I said I did not make any such statement.

Q. I understand you deny making it, but did you not go on and tell about an interview you had with Mr. Hewitt?—A. No, sir; I do not think I did.

Q. You have told about some applicants for allotments who were rejected by the counsel; about how many of them were there?—A. Somewhere, I think, about four.

Q. How do you know they were rejected?—A. I said that I received that statement from my brother.

Q. Did you know it from any source but your brother's statement to you?—A. No, sir.

Q. Were patents issued to them afterwards?—A. Yes, sir; I understood so from my brother.

Q. Suppose the records of the Indian Office show there never have been any patents issued to them, would you think there was much value attached to the information of your brother?—A. I do not think they have ever been issued.

Q. You understood they had been, you said?—A. Yes, sir; but at the same time I do not believe they have ever been issued.

Q. Why did you not say that in your testimony?—A. If you had asked me I should.

Q. Then you are not telling all the truth, but only a part of it?—A. A man forgets a little once in a while.

Q. Do you remember the oath that the chairman administered to you?—A. Yes, sir.

Q. It was to tell the truth and the whole truth?—A. Yes, sir.

Q. You have told the committee that you were informed that these people were rejected by the council and patents were afterwards issued by the Indian Office, and at the same time you do not believe any pat-

ents were ever issued?—A. I think this book of evidence taken before the committee shows there was never any issued.

Q. In that case you referred to, where you were not required to pay the extra 25 cents a thousand outside of the price stipulated in the contract, did Agent Gregory do anything more in that case than to tell you that you were only required to settle by the terms and conditions named in your contract?—A. I do not think he did.

Q. That was all, was it?—A. I think that was all.

Q. And he told you to settle by the contract?—A. Yes, sir.

Q. Is it not true that that woman had contracted with you for 100,000 feet of lumber at a given price, more or less?—A. It was for 200,000 feet, more or less.

Q. Under that contract would she not have had the right to stop whenever she delivered to you that much lumber?—A. I suppose she would.

Q. But in point of fact she did not stop because of some arrangement subsequently made between you and her, and she delivered you more lumber?—A. Yes, sir.

Q. And when you came to settle the contract was submitted to Agent Gregory, and he told you that you were not required to give more than the terms of the written contract provided?—A. Yes, sir.

Q. In the case of the other contract to which you alluded, where the names of the contractor, the logger, the witnesses, and everybody appeared in one handwriting, what became of the original contract?—A. I think we have every contract.

Q. Here?—A. No, sir; I haven't it here.

Q. You did not send that to the agent, did you?—A. In writing that contract we had to use three copies of each contract. Two out of the three copies were sent to Agent Gregory and afterwards we sent the other back.

Q. That contract came to Washington?—A. Yes, sir.

Q. Signed all in one handwriting?—A. No, sir; I think not.

Q. Are you sure?—A. I am not sure.

Q. Did it not come to Washington, and was it not returned from the office here?—A. I can not say whether Agent Gregory returned it to us or whether it was returned to him and then to us. I do not know whether the Department discovered it, but I think a man doing the business he does would be the one to discover it.

Q. Did you get subsequent contracts from those parties?—A. I should suppose we did; the boy made the contracts.

Q. Which boy?—A. Fred. Calligan.

Q. Your nephew?—A. Yes, sir.

Q. He contracted with the Indians?—A. Yes, sir.

Q. On what authority?—A. He was in my employ.

Q. Who signed for the Indians?—A. That is where the trouble came, right there; where he should have had a witness that he did not have. He made the contract as the farmer instructed him.

Q. The farmer did not instruct him about the names of the witnesses there?—A. The boy was a stranger in the business, and the farmer said to him: "Take them and copy them, and copy the signatures and all."

Q. The boy did not know the responsibility attaching to his act?—A. No, sir.

Q. Afterwards did the Indians ever sign those contracts?—A. I think they did.

Q. Are you positive?—A. I am positive the farmer did not sign the

contract to us unless it was signed by the Indians in his presence; I think it had to be signed in his presence.

Q. You admit that you offered \$200 to that railroad conductor to get Agent Gregory to sign your contracts?—A. I offered him that for his trouble if he would bring me a paper from Agent Gregory stating that he would sign my contracts if I sold to some one else, whoever it was.

Q. You admit that \$200 business?—A. I do.

Q. But you deny the \$1,500 business with Cunningham?—A. Yes, sir. My brother may have offered Cunningham \$1,500 for his services, because he was doing work for him.

Q. In regard to the two contracts you had with the Indian woman and her brother, do I understand you to state that you did direct that certain timber off the allotment of the sister should be scaled up as coming from the allotment of the brother?—A. No, sir; I never did.

Q. Who was the man scaling for you?—A. Fred. Rolf.

Q. What did Mr. Bellanger have to do for you there?—A. He was hauling logs by the thousand; he was a contractor.

Q. What sort of a man was he?—A. I gave a pretty good description of the man in my testimony; he gambles and drinks.

Q. Does he tell the truth?—A. You will have to judge of that for yourself, whether a man who is in the habit of drinking and gambling is apt to tell the truth.

Q. How do you measure him; as a man of character and veracity?—A. I relied upon him when he first came to work. He worked about a month in the spring, and the next winter went to work and hauled by the thousand all winter.

Q. Were his habits all the time the same?—A. I do not know about the men on the reservation. We allow no teamsters to bring any liquor on the reservation.

Senator BLACKBURN. I have two affidavits here bearing on this case, one dated August 1, 1887, and signed by Joseph Bellanger, and the other one of even date signed by John Quarters, which I will submit as a part of the record in the case.

The affidavits referred to are as follows:

Affidavit of Joseph Bellanger.

STATE OF WISCONSIN, *County of Sawyer, ss:*

Joseph Bellanger, being first duly sworn, on oath says that he was employed by Calligan Bros., the firm mentioned in the foregoing affidavit of John Quarters, hereto attached, to look after and put in the pine timber mentioned in said foregoing affidavit contracted for by the said Calligan Bros. with Wa-bish-ke-gnon; that P. H. Calligan, one of the firm of the said Calligan Bros., instructed this affiant not to disclose to the scaler the lot or lands from which said pine was cut; that the said P. H. Calligan aforesaid, at the close of the logging season and about the month of March, A. D. 1887, instructed this affiant to cut and put in off from the land belonging to the sister of the said Wa-bish-ke-gnon sufficient pine timber to make up for what he considered his due from said Wa-bish-ke-gnon

That this affiant did not scale said pine timber so cut, but guessed at the amount thereof.

Upon being told by this affiant that the amount of pine so cut and contracted for with the said Wa-bish-ke-gnon was about twenty-five or thirty thousand feet, the said P. H. Calligan thereupon informed his clerk, Fred Calligan, that said amount was insufficient, and that he would have to take from the timber of the sister of said Wa-bish-ke-gnon sufficient pine to make up for his insufficiency in contract with said Wa-bish-ke-gnon.

JOSEPH BELANGER.

Subscribed and sworn to before me this 1st day of August, A. D. 1887.

JOHN F. BROPHY,

Justice of the Peace, Sawyer County, Wis.

Affidavit of John Quarters.

STATE OF WISCONSIN,
County of Sawyer, ss :

John Quarters, an Indian of the La Court Oreilles Reservation, being first duly sworn on oath, deposes and says: That on or about the 1st day of January, 1887, he was present at the trading store of Calligan Bros., on the said reservation, and acted in the capacity of interpreter between Wa-bish-ke-guon, an Indian belonging to and residing on the said reservation, and one P. H. Calligan; the said P. H. Calligan being one of the firm of Calligan Bros. At said interview the said P. H. Calligan, for and in behalf of the firm of Calligan Bros., agreed to purchase some pine timber from the above-named Wa-bish-ke-guon and have the same scaled in a contracted lot belonging to a sister of said Wa-bish-ke-guon, and at the close of the logging season to have the stumps from which they had cut the timber scaled, and the amount so scaled to be deducted from the said contracted lot, and to be credited to the said Wa-bish-ke-guon.

JOHN + QUARTERS.
his
mark.

Witness:

JOHN BROPHY.

Subscribed and sworn to before me this 1st day of August, A. D. 1887.

JOHN F. BROPHY,
Justice of the Peace, Sawyer County, Wis.

The select committee then adjourned until Friday, April 20, 1888, at 10 o'clock a. m.

WASHINGTON, D. C., *Friday, April 20, 1888.*

The select committee met, pursuant to adjournment, at 10.30 o'clock a. m.

Present, Senators Chandler (chairman), Cullom, Blackburn, and Faulkner.

The chairman announced to the committee the appointment, yesterday, April 19, 1888, of Senator Charles J. Faulkner, of West Virginia, *vice* Senator Richard Coke, of Texas, excused by the Senate from further service on this committee.

TESTIMONY OF PHINEAS H. CALLIGAN—Recalled.

PHINEAS H. CALLIGAN was recalled and further examined.

By the CHAIRMAN:

Q. When you were last examined you had not with you certain papers or copies of the testimony with reference to which you were making some statements; have you them now?—A. There is an affidavit. You might read that over [handing paper to the chairman].

The CHAIRMAN. This is an affidavit of Samuel S. Fifield, dated April 2, 1888.

The WITNESS. The other paper I hand you is a cutting out of an Ashland paper.

The CHAIRMAN. Turn to the testimony about that.

The WITNESS. I don't know what page that is on.

Q. What is your object in offering that advertisement?—A. To show that Mr. Gregory's statement was not correct.

Q. What was his statement?—A. I think his statement was that G. M. Calligan stated that he had lost his ring in Mr. Gregory's office, and had told that Mr. Gregory had stolen it. I think if he had made that statement he would not have paid for that advertisement for the

ring. He states in the advertisement, I believe, that he thought he had lost it; he claims there that it was lost on the street.

Q. What reason have you to suppose the advertisement refers to the ring?—A. Because at the time he lost it he advertised the ring.

Mr. GREGORY. That is referred to on page 243.

Q. Do you state that this is an advertisement that you put in?—A. No, sir; G. M. Calligan put it in; the affidavit states that he put it in.

Q. You understand your brother put it in?—A. Yes, sir.

The CHAIRMAN (to Senator BLACKBURN). Do you object to that?

Senator BLACKBURN. No, sir; I am not objecting to anything in the world. I am willing to spread the wings and let it all in.

The CHAIRMAN. I think it is fair evidence of George M. Calligan's advertisement of having lost a ring on the street.

The WITNESS. I would prefer now to keep it out. I think that G. M. Calligan will have an opportunity to clear that matter up for himself.

Q. Are there any other facts that you wish to state, or any corrections of your testimony that you wish to make?—A. Not in the book of testimony; no, sir.

Q. You have examined from time to time the statements made by Mr. Gregory about you, and you have reviewed them since the testimony has been printed, have you?—A. Yes, sir; I have.

Q. Have you anything further you desire to state to the committee in reference to Mr. Gregory's charges against you?—A. Mr. Gregory claims that the Calligan Bros. were not honest. I should like to know in what way they have not been honest in their dealings.

Q. You mean you want some specifications?—A. Yes, sir; I would like to know more particulars about that.

Q. Is there anything else you want to say?—A. I think he also spoke in his testimony about Mr. Hewett. I understand Mr. Hewett is a partner of Mr. Gregory's in the farming, and also in the logging, and that he is the man appointed by Mr. Gregory to do the scaling.

The CHAIRMAN. Mr. Gregory, I think, stated something of that sort.

Senator BLACKBURN. Of what sort?

The CHAIRMAN. That he was engaged in farming with Mr. Hewett.

Mr. GREGORY. I am engaged in farming.

The CHAIRMAN (to witness). Go on.

The WITNESS. I have heard that Mr. Gregory is in the habit of drinking and gambling a good deal, and fighting.

Q. You make those charges against him?—A. I have heard that he has been known to get drunk and to get into fights, and get pounded up considerably, and beaten by a man in Eau Claire.

Q. State anything about that that you now desire.—A. The man's name is Jack Morgan.

Q. You were not present when that occurred?—A. No, sir.

Q. How did you get your knowledge of it?—A. I got it from different parties, and they claim that an account of it was published in the Eau Claire Leader.

Q. About what date?—A. It was some time during the winter, a year ago this last winter.

Q. The winter of 1886-'87?—A. Yes, sir.

Q. Is there anything else you desire to state? This is your last opportunity for the present.—A. I don't know of anything further, any more than his statement right straight through is false; every point that he has brought up against Callighan Bros. is false, and can be proven.

Q. Can be proven to be false?—A. Yes, sir.

Q. Is that all you want to say?—A. Yes, sir; I think it is. I have wanted to see Mr. Gregory two or three different times, but I could never see him, because he was in a gambling room.

Q. Where?—A. In Ferguson's saloon, in Hayward, Wis.

Q. Make your charges specific, if you make them.—A. I have seen him there drinking with a half-breed.

Q. What is his name?—A. Joe Bellanger.

Q. The man whose affidavit has been produced?—A. Yes, sir.

By Senator BLACKBURN:

Q. You say you wish Mr. Gregory to be a little more specific in charging the firm, of which you are a member, with being dishonest?—A. Yes, sir.

Q. You have not offered any proof to controvert the affidavits that have been filed to the effect that you instructed your own employé to charge certain timber, that you bought from an Indian woman, all up to the account of an Indian man who happened to be owing you, have you?—A. No, sir.

Q. You have not denied that you did offer a bribe of \$200 to a railroad conductor to get Mr. Gregory, in his official capacity, to do something that you wanted done. You admitted that, did you not?—A. No, sir.

Q. You did not admit it?—A. I did not. You understand that I didn't claim that I offered a bribe. I offered the man \$200, but not a bribe.

Q. You offered a railroad conductor \$200?—A. Yes, sir.

Q. To get Mr. Gregory, in his official capacity, to approve certain contracts?—A. To get a statement from Mr. Gregory that he would sign a paper that he would agree to sign contracts that I had sold to other parties, whoever I could sell to.

Q. In addition to that, you now insist that he ought to produce further testimony of your dishonesty, or that of your firm?—A. I would like to have him state what there is that I have done.

Q. You do not think these things reflect upon you or your firm, do you?—A. I consider it all right when you employ a man to pay him, or agree to pay him.

Q. No matter what service he has rendered?—A. If I hire a man to work for me I pay him; I never did hire a man without I did pay him.

Q. Did you think it a proper thing in law and morals for you to offer to pay a man \$200 to get an official of this Government to sign certain contracts?—A. Mr. Gregory had me right where I had every dollar of my money invested, and those parties would not buy me out. They wouldn't take Gregory's word for it, you understand, and they told me to get it from Mr. Gregory. I went to Mr. Gregory for it, and he refused to talk with me, or have anything to do. I told Sharp, the conductor, about it, and he said Gregory was a particular friend of his; and then I told him that if he could get a statement from Mr. Gregory, in writing, so that I could take it to these parties, I would pay him for his trouble.

Q. Having said all that, I will ask you the question over again; did you think that it was a proper act, either in law or morals, for you to offer to Mr. Sharp, the railroad conductor, \$200 to get a public official of this Government to sign contracts which he had declined to sign when applied to by you to do so?—A. I did not consider it dishonest.

Q. Did you think it a proper thing for you to do?—A. I did.

Q. Did you ever see Gregory either drunk or gambling?—A. I have seen him gambling; I never saw him drunk.

Q. When and where did you ever see him gambling?—A. In the winter of 1886-'87, at Ferguson's saloon; I supposed he was gambling by the chips that were piled up.

Q. Was that a gambling saloon?—A. Yes, sir.

Q. What were you doing in there?—A. I stopped at the door to see him, and when I saw him in there I stepped back.

Q. How often did you see that going on?—A. But once.

Q. Was he playing cards?—A. Cards were on the table.

Q. Did he have any in his hand?—A. I think he did, although I would not be positive. He was sitting at the table with chips piled up in front of him.

Q. Do you not know it to be a fact that he never has played cards in his life?—A. I have heard that he boasts of his gambling.

Q. And you have seen him gamble?—A. I saw him sitting at a table with chips piled up in front of him, and I supposed he was gambling.

Q. Who was present at the time?—A. I think Mr. Gaynor was present, if I am not mistaken. I guess Mr. Gregory won't deny that he plays cards.

Q. He is not testifying; you are the witness. Did you ever see him drunk?—A. No, sir; I never did.

Q. Have you not charged him with being drunk and raising quarrels with the boys?—A. No, sir; I never did.

Q. Have you not said to the chairman within the last five minutes that he was in the habit of getting drunk, raising disturbances, trouble, and quarrels on that reservation?—A. I claim that I did not see that; I have heard that.

Q. Who told you so?—A. It is common talk.

Q. Can you tell us the name of one man, woman, or child that ever told you so, and when and where?—A. I can't think of any names just now, but it is common talk.

Q. Were you ever drunk?—A. No, sir.

Q. Were you drunk at the last session of this committee when you were testifying here?—A. I am not in the habit of drinking.

Q. Were you not drunk that day when you were testifying here at this table?—A. No, sir; I was not.

Q. Did not the chairman of the committee tell you that he thought you were?

The CHAIRMAN. Oh, no.

Senator BLACKBURN. May I not ask that?

The CHAIRMAN. Not when I say I did not say that.

Senator BLACKBURN. The chairman is not the witness.

The CHAIRMAN. I do not want you to ask that without a decision by a full committee.

Senator BLACKBURN. I will submit to a decision of the majority, and you can cast the vote of the majority. I want to show that this witness was drunk at the last session of the committee, and that the chairman knew it.

The CHAIRMAN. I did not say so to him.

Senator BLACKBURN. I am only trying to find out whether the witness will say you did or did not; and with all due respect, when I want to interrogate you, I will ask you to take the stand and swear as a witness.

The CHAIRMAN. I am not stating as a witness now, but as a member of the committee.

Senator BLACKBURN. Yes, you are; and without being called.

The CHAIRMAN. I say that I did not tell him so. Now, if you want to ask him the question, do so.

Senator BLACKBURN. No, sir. After you have taken the answer out of the mouth of the witness I decline to repeat the question. I desire that the record shall show that I am not permitted to cross-examine the witness, and I will ask the stenographer to put it down that way.

Q. Will you undertake to prove that all the statements that Gregory has made as to the honesty or lack of honesty of Callighan Bros. are false?—A. I will. I have not read every one of them yet, but everything I have heard and read is false, and I will try to prove it.

Q. What was it you just said about seeing Gregory in company with Bellanger?—A. I saw Gregory and him drinking together.

Q. When was that?—A. That was a year ago this last winter.

Q. Locate the date for me as closely as you can.—A. I can't say anything more than it was in the winter season some time.

Q. Early or late in the winter?—A. It was early in the winter.

Q. The winter of 1886-'87?—A. Yes, sir.

Q. Mr. Bellenger was an employé of yours at that time, was he not?—A. Yes, sir. I think he commenced work in the fall, so he must have been an employé of mine.

Q. Did you discharge him?—A. No, sir.

Q. You saw him drinking with Mr. Gregory?—A. Yes, sir.

Q. He was your own employé?—A. He was hauling logs for me by the thousand.

Q. You did not discharge him?—A. No, sir; I had no right to discharge him; I had no authority to discharge him.

Q. Did you not hire him?—A. No, sir.

Q. Who did?—A. He was hauling logs by the thousand. When a man's contract is signed we have no right to object to his hauling these logs.

Q. No matter what he does?—A. I don't know as we have. If he does anything that is not according to law, that is for the farmer to look after.

Q. If he should commit murder, arson, rape, and sundry and divers other small-sized offenses you would claim that you had no right to discharge him?—A. I should have looked to the authorities to take charge of him.

Q. You would not discharge him?—A. I couldn't say how that would be if that thing should happen.

Q. He was not drunk?—A. I don't think he was; I couldn't say for that.

Q. That is the same gentleman whose affidavit was filed here day before yesterday, is he not?—A. That is the same man.

Q. You have no ill feeling toward him?—A. I can't say that I have; no, sir.

Q. You feel very kindly toward him?—A. We never meet but what we speak.

Q. But since the filing of this affidavit you feel very kindly towards him?—A. Yes, sir; I do.

Q. I believe that is the gentleman who filed an affidavit saying you had instructed him to charge the timber cut to the account of another party?—A. Yes, sir.

By the CHAIRMAN:

Q. You were asked whether you had filed anything in contradiction of the affidavits made by Bellenger and Quarters. When did you first know of the existence of those affidavits?—A. I didn't know about them until day before yesterday, I think it was; the day they were read over here. I have had no chance to file anything to dispute them; I don't understand why they should hold those back since last August; I think it is rather a late hour.

TESTIMONY OF JAMES I. COFFEY—Recalled.

JAMES I. COFFEY was recalled and further examined.

By the CHAIRMAN:

Q. Have you the book of testimony, with the memoranda thereon made by you which were lacking when you last testified?—A. Yes, sir.

Q. State any corrections you wish to make in your testimony, or any additional facts which you wish to lay before the committee before being discharged as a witness.—A. I want to take up that letter that I referred to the last time I testified, in reference to this money being withheld from an Indian.

Q. What was the name of the Indian?—A. Ma-qua-me-we-ge-sick,

Q. What do you wish to state about that case?—A. I wish to submit this letter, which was left with me for my information in reference to this particular case. I submit this letter for the information of the committee [handing letter to the chairman].

Q. Without putting in the letter, you may state what complaint is made in that case which needs investigation either by this committee or the Indian Office?—A. The complaint is made that this money was retained from the Indian in May, 1887, when the Indian wanted to draw his money, at least small sums of it, after he got an order from E. L. Rose, Hynes' book-keeper, on the Shaw Lumber Company, which means the Cloquet Lumber Company. It states that when the Indian had these orders cashed, they were discounted five or ten cents on every dollar.

Q. That is the complaint in that case?—A. That is the complaint. The writer of the letter states that he has good proofs for it.

Q. Is that all you want to state about that complaint?—A. That is all about this particular complaint.

Q. Is there any other case you want to make a statement about? Go on with your list.—A. I have found here in the record, at pages 160 to 162, inclusive, seventeen contracts that were made on the Fond du Lac Reservation for the sale of timber on allotments there; some that were made as early as six or about six and a half months before the allotments were made.

Q. According to the dates of the contracts given in the book?—A. According to the dates of the contracts in the record.

Q. That is, if the contracts were made at the dates given, then they were made that length of time before the allotments were made?—A. Yes, sir.

Q. Can you give those names?—A. Yes, sir; those particular ones were some of the parties that were rejected at the last council held in January last. I have all the names here on a slip.

Q. You have copied them from the book, and you may hand that list of names to the stenographer, so that he may insert the names in the

record.—A. On September 26, 1887, Ben Lago was one of the contract ORS.

Q. Is that list in your handwriting?—A. Yes, sir.

Q. And those names are found in the record as you have stated?—A. Yes, sir.

The following is the list submitted by the witness:

Date of contract.	Name.	Date of contract.	Name.
Sept. 26, 1887	Ben Lago.	Nov. 22, 1887	Mary Rabideaux.
Jan. 25, 1888		Nov. 25, 1887	Delma Fregeau.
Dec. 16, 1887	Elizabeth Gavage.	Aug. 27, 1887	
July. 11, 1887			Aug. 24, 1887	Peter Marisett.
Oct. 7, 1887	Levi Lago.	July 9, 1887	Nancy Gavage.
Sept. 16, 1887	Joseph Fregeau.	July 7, 1887	Josephine Fregeau.
July 14, 1887	Mary E. Fregeau.	July 8, 1887	Sophia Roberts.
July 30, 1887	Edward Rabideaux.	July 7, 1887	Charles Fregeau.
Nov. 23, 1887	Ed. Rabideaux.		

Q. How did you ascertain the dates of the allotments? You have stated the dates of the contracts from this list.—A. I was present when these allotments were made last January.

Q. All of these allotments were made as late as January?—A. That is, those names were brought up before the council last January for allotments, but they were rejected by the Indians.

Q. You understand that all these names which you give were rejected by the council?—A. Yes, sir.

Q. How many of them are there?—A. There are fourteen names in all, but some of the parties have two contracts.

Q. You may state how you know they were rejected at the council.—A. Because I was present at the council when their names were brought up, and I remember very well. We have some of the names on the record here that were given in our complaint on January 26.

Q. Where you gave a list of cases?—A. Where we gave a list of cases.

Q. So that you say you know, from what took place at the council, that those were rejected by the Indians?—A. Yes, sir.

Q. Are there any here in this list you have just submitted, additional to those you gave in your previous testimony and in addition to those given in the complaint of the Indians?

The WITNESS. That is, rejected parties?

Q. Are there any additional to the fourteen which you have just given, and additional to those contained in the complaint on page 120 of the record?—A. Those are some of the others, I believe.

Q. Look at the list of names in the middle of page 120. Is that list correct, according to your belief?—A. That is correct as far as it goes, but there are other parties whose names are not given there.

Q. Are those additional names included in the list you have just submitted?—A. Some of them are, and I believe there are several others that are not included in the record here.

Q. That is, there are several named on page 120 who have not had contracts?—A. Yes, sir; who have not had contracts, or whose contracts are not in the record.

Q. Make any other statement you want to make in explanation of the transaction.—A. I just merely wish to submit that to the committee to show them in what manner those contracts are being made. Early last fall the Indians told me that Mr. Hynes was endeavoring to make all

the contracts he could with the Indians, with the women, and anybody that he could persuade.

Senator BLACKBURN. I call attention to the fact that the witness is now testifying generally as to what a band of Indians told him, without any way to enable me to ascertain whether his statement is true or false.

The CHAIRMAN. Go on.

The WITNESS. I went to Mr. Hynes and said to him: "I understand that you have contracted with some parties that don't belong on the reservation, and who are liable to be rejected." I told him that the Indians had no desire to admit anybody on the reservation that didn't belong there; and told him that if he contracted with those parties, he was doing it on his own responsibility; that he could not really expect that those parties would be given their allotments.

Q. Did he make any reply?—A. He made some kind of a reply. I believe he stated that he would look out for that, or some such reply as that.

Q. Now, what is the next statement that you wish to make?—A. I see this testimony by Mr. Gregory at page 190:

Q. Have you any turbulent characters out there amongst those Indians; that is, have you had any difficulty with them because of their efforts to stir up dissatisfaction and trouble in the tribe?—A. Yes, sir; I have.

Q. Who were the worst ones?—A. About the worst I have got is Mr James Coffey

Now I deny that statement.

Q. Just below that, on the same page, he also makes the further statement that when you came there you were always drunk and raising a disturbance with the other Indians.—A. Now I deny that statement of his making that I was creating trouble out there among the Indians. I don't believe Mr. Gregory can get up here and swear upon his oath that he ever knew anything of that kind. Every time that we had any business, when I was present, Mr. Gregory has acted upon the offensive himself. But when we insisted that the rights of the Indians ought to be respected, and he must have known that he was wrong, he would go to work and act upon the offensive, especially with reference to the last council in January. I was endeavoring to have him respect the interests of the Indians. He threatened to shut me up, and then I was not giving him any offense, any further than I was trying to persuade him in a peaceable manner; he told me if I didn't let up he would put me out, and all of that. That is what he calls trouble. That is why he says I have been raising trouble and dissatisfaction. And another time, last September, when Mr. Gregory came up on the reservation—that was at the time Mr. Thomas came there to make an investigation—I went to Mr. Gregory to explain to him in reference to some timber that I had cut the winter before; that is, a year ago this last winter. I will tell you the story, so that you can get an idea of what occurred.

Q. Make it brief and concise.—A. At one time my brother, Joe Coburn, came to me and says to me, "I am going to fall behind this winter by the way they are carrying on my camp, and if you can let me have some of your timber"—that stood on a certain piece of land—"to cut for \$1.75 a thousand I would like it, and it would help me out."

Q. This was said to whom by whom?—A. By Joe Coburn, a half-brother of mine. I told him, "Yes, go ahead and cut it, even if it is 25 cents less than the regular price." We went down to the farmer and had an agreement written out to that effect, that he was to cut my timber on a certain piece of land, and I was to go to work and cut ties on

his timber as much as I could, and get what money I could out of the ties. That was all satisfactory. I was to allow him 4 cents a tie for every one cut on his land. So Hynes sent a crew there in my timber to cut it, and I sent a crew into Coburn's allotment to cut ties. I forget how many ties they did cut, but not many. I sent a crew in there, and they worked two or three days, and finally one morning I met them coming out of the woods, met a couple of men coming up to my house, and asked them what was the trouble. They said, "We ain't got no timber there, there ain't no timber in there, and we can't make our living." I says, "Is that so?" They said, "Yes." I said, "That's funny; Joe Coburn told me he had four or five thousand ties in there." So we went in there and looked over the timber, and I found Coburn's timber had really all been cut over and pickéd out. So I told the men to go to work in there and cut what ties they could, and I would see if I could get another piece of land to cut ties from. They said, "All right." They worked along for awhile, but finally said they couldn't make their board in that timber. I went to Coburn and told him about it, and asked him to go over on the land with me. He wouldn't do it.

By Senator BLACKBURN:

Q. That was your brother?—A. A half-brother of mine. Then I told him I would have to hold the logs for the balance of the money that would be due me outside of what I got for the ties. I went to Rose, the farmer, and he was then employed a book-keeper, too, for Hynes, and told him of this. He tried to make me believe that that agreement we had was entirely different from what it was, and that I had to look to Joe Coburn for my pay. But I knew better than that; he had the agreement himself, but I knew how the agreement was made out.

Senator BLACKBURN. I would like to have him fix the date when this occurred?

By the CHAIRMAN:

Q. What was the date of this interview with Rose?—A. I forget the date, but it was along in April, I believe.

Q. What year?—A. It was 1887.

Q. Now go on and bring this down to Gregory.—A. After Rose saw the agreement he felt satisfied I was right. Then I went and spoke to Mr. Hynes myself. Hynes at first thought the same as Rose, until he saw the agreement, and then he felt satisfied. I told him I would have to look to him for the money, but he as much as told me he wouldn't pay me. On that I thought I would let the matter rest until I saw Mr. Gregory, who was our agent, and we had to look to him to settle all disputes of that kind. So I waited until I could see Mr. Gregory; that was the following September.

Q. Of 1887?—A. Yes, sir; 1887. That was the time Mr. Thomas came up there. I complained to him. They tried to bluff me off by telling me that Coburn was the man I had to look to.

By Senator BLACKBURN:

Q. Who did that?—A. I believe both Thomas and Gregory. Any way, I was addressing both of them. I told them I would write to the Department about it. They told me it would be no use; that the Department would pay no attention to me; that if I did get an answer I would be told that I would have to look to Coburn for my timber. After I saw that I could get no satisfaction out of them I told Mr. Gregory I would put the case in the United States court. Then Mr. Gregory

called me by one of the vilest names human tongue can express. That is the kind of treatment we get from our agent.

By the CHAIRMAN :

Q. Did you make Hynes pay ?—A. Hynes did finally pay me for the timber.

By Senator BLACKBUEN :

Q. You got your pay ?—A. Finally, yes, after a pretty hard effort to get it.

By the CHAIRMAN :

Q. That is one story. Tell us another.—A. That is the kind of trouble I created on the reservation. I defy Mr. Gregory or anybody else to bring any witnesses here to say that I ever created any dissatisfaction among the Indians. The Indians were dissatisfied last spring, and they consulted me a good deal. Finally, I saw the way things were going, and I advised them to go down there and settle, as many as felt disposed to do so, and they did go down and settle, but still, I understand, there are a few yet remaining who have not made any settlement.

I now want to refer to page 191 of the record, where this testimony is given :

Q. What, if any, alteration or change have you made in the management of this timber-cutting interest out there since you became agent on that reservation ?—A. Well, about the only important one I have made is, I have insisted on the Indians having so much stumpage for their pine.

Q. That is just what I want to get at.—A. It used to be that an Indian would contract for the sale of his pine. He would get some half-breed who had a logging outfit to put it in, say, for \$3.50 a thousand. If the half-breed would run behind on his contract the Indian can go to work and give these contractors orders to honor the checks of this logger. There are several cases where the allottees did not get 10 cents a thousand out of their pine by so doing. I stopped that right off the first fall I took care ; I told them I would not allow it.

Now, referring back to the telegram that I submitted to the committee the other day, that says that Mr. Gregory did allow that, and I was present when that occurred in May, 1887.

Q. What is your statement ?—A. I stated that Mr. Gregory did allow the money to be kept from the allottee to pay for the loss of the logger, although the allottee protested against it, and I was there when it was done, and Mr. Gregory was also present. He was making up a statement.

Q. In how many cases did they settle at that time ?—A. This is one particular case I can recall to memory now.

Q. Give the name of that case.—A. The allottee was Frank Roussain, and the logger was Eustace Roussain.

Q. That was the case you stated at the last session ?—A. I stated that the other day when I submitted that telegram.

By Senator BLACKBUEN :

Q. Is that the case where there was an indorsement about teams and horses bought by his brother that had not been paid for ?—A. I understand that credit had not been furnished the allottee at the time ; that this money was kept until the date of settlement.

By the CHAIRMAN :

Q. Is that all you want to state about that transaction ?—A. That is all about that transaction.

Now, referring to page 228 of the record, Mr. Gregory testified as follows:

Q. Have you ever tried to induce Indians to contract with one lumberman rather than another?—A. I never have told an Indian to sell to any man. I have had them come and ask me if they should sell to such and such a party, and I have told them to do as they pleased; that they wanted to sell to the man who would pay them the most money.

In November, 1886, when Mr. Gregory came up on the reservation on some business—I forget what it was; I believe it was to make allotments or something of the kind—and after he got through I went up into McKinnon's Hotel in Cloquet to see him, to speak to him in reference to the price of timber. Previous to this, several Indians had come to me and stated that Hynes took a paper out at the council at Naganab's, on the reservation, and he had tried to induce the Indians to sell their timber to him for \$5 a thousand, but a great many of the Indians didn't want to do it; they were dissatisfied at the price; so, during the council, Hynes took this paper out of his pocket and held it off that way [illustrating], and told the Indians—

Q. Were you present at this time?—A. No, sir.

Q. This is what the Indians told you?—A. Yes, sir; that he told the Indians that he had absolute authority given him by the Department to buy the Indians' timber, and that if the Indians wanted to dispose of their timber they couldn't dispose of it to anybody else but him, and if anybody else got hold of it it would have to pass through his (Hynes's) hands. The Indians did not think that was right, and they came and told me about it. They told me that the Nelson Lumber Company were offering \$6 a thousand, and they wanted to know how it was that Hynes could not pay as much as the Nelson Lumber Company. With that information I spoke to Gregory.

Q. State when and where, and who was present at that interview?—A. There was nobody present, though there was some person in the room; I don't know as they overheard our conversation.

Q. Where was it?—A. It was in McKinnon's hotel, in Cloquet.

Q. Have you given the approximate date?—A. I believe it was in November, 1886. I told Mr. Gregory about this. I asked, "How is it that Mr. Hynes can't pay as much for the Indians' timber as what the Nelson Lumber Company is offering?" I told him that I understood they were offering \$6 a thousand for the timber. He said, in a very indifferent manner, "Well, Hynes has come up here and raised the price of timber, and just because somebody else wants to step in and offer a little higher price and get the timber, you fellows all want to go to him; besides that, he will charge you two or three times as much for the supplies as what Hynes would." That is the way he looks after the price of the Indians' timber.

Q. Have you anything more to state about that interview?—A. No, sir; I saw just exactly how he was leaning and so I left him.

Q. Go on with your next item.—A. On page 238 of the record, Mr. Gregory testifies in this way:

Q. Assuming that contracts were made and passed upon by you, and the cutting of timber allowed, that was done upon your decision and Agent Wall's, before the approval of the allotments by the Indian Office?—A. They had no orders to do any cutting on those allotments, and if cutting has been done it has been against my orders.

When the last council was adjourned in January, 1888, I had an allotment that had been granted by that council, from which I wanted to cut some timber. I saw that there was a lot of timber being cut off

before the contracts were approved, as I understood it; so I went to Mr. Gregory and asked him, "Can I go to work and cut my timber on my allotment, before approval?" He says, "Yes, you can go right ahead; as soon as it has passed the council you can go right ahead and cut it; I don't believe it will make much difference."

Q. Did that have reference to a contract, or to your cutting it yourself?—A. That is just the conversation that took place. I wanted to know whether I could do either; that was the way I put the question to him.

Q. Can you give any other cases?—A. No, I can not give any other cases that I know of myself. This I know of, and I answer for myself.

Q. What next?—A. I have a letter here that I would like to submit for the information of the committee.

Q. Is it a letter making complaint?—A. It is a letter stating the way that some money had been retained in an indirect way from the Indians.

Q. Does it give the names of the Indians?—A. I don't believe it does. In 1885 and 1886, I think it was, there was money retained to go towards the cleaning of Stony Brook, the creek on which the lumber is banked.

Q. You need not put in the letter, but you may state what you understand the complaint is.

Senator BLACKBURN. Do you mean from the letter?

The CHAIRMAN. As he understands it from any source.

A. I understand that in the winter of 1885-'86—although the letter does not give the year, but I understand that the letter refers to that period, 1885-'86—

Q. What do you understand the complaint is?—A. I understand that some Indians got \$5 a thousand for the timber banked, and others got \$4.

Q. With whom were the contracts made?—A. With the Indians, by Shaw, the manager of the Cloquet Lumber Company. I forget Shaw's initials, but he is manager or superintendent of the Cloquet Lumber Company.

Q. You understand the complaint is that some of the Indians got \$5 and others got \$4 per thousand for their lumber?—A. Yes, sir, I understand that the reason why those Indians got \$4 a thousand was because this money would be kept and expended by Shaw towards the improvement of Stony Brook.

Q. What was that improvement?—A. Clearing the brook, I presume.

Q. Do you know Stony Brook?—A. I know Stony Brook.

Q. What was the object of improving it, as you understood?—A. The object of improving it was so as to get the logs down the brook into the river.

Q. For running logs?—A. Yes, sir.

Q. Do you understand that the Indians complain because their money is used for that improvement?—A. Yes, sir.

Q. Is that all you want to state on that?—A. That is all in reference to that letter.

Q. Is that all you wish to state in reference to that complaint?—A. That is all I can state with the information I have from that source.

Q. Is there any other information you have from any source?

The WITNESS. In reference to this same matter?

The CHAIRMAN. Yes; what do you understand to be the cause of complaint on the part of the Indians, one or more, in connection with that transaction?—A. Their complaint is that they don't think their

money ought to be retained by the contractors for the improvement of streams to run logs down.

Q. That is intelligible. Now go on with the next case.—A. Another complaint that the Indians have made to me is that they are being charged half of two scales for the timber during the winter.

Q. On the Fond du Lac Reservation?—A. Yes, sir; that during the winter, when the timber is being banked, there are men, I understand, kept on the bank there to scale the timber. I understand it costs 5 cents a thousand to scale the timber; that is what they charge, and the Indians are made to pay half of that. And again, after that, there is another scaler sent up to rescale those logs, and there is an additional 2½ cents charged to the Indians for that rescale; and they get no material benefit out of the second scale. I spoke to Mr. Gregory in reference to that last May. He said that he got a second scaler or man sent up there by the general scaler for that district in Minnesota to legalize the scale.

Q. Is the complaint which the Indians make solely that they have to pay for it, or do they complain of the results of the scaling?—A. One complaint is that they have to pay for it, because they get no material benefit from the second scale.

Q. And they do not want to pay for it?—A. They do not want to pay for it. Mr. Gregory or anybody else could send half a dozen men there and have the timber scaled half a dozen times over.

Q. Do they complain that the scaling is not correct?—A. I have heard a good many complaints in reference to that.

Q. Go on.—A. That is one of the complaints, that they don't want to be compelled to pay for more than one scale.

Q. That I understand; but they do not complain, as you understand it, that the scaling is not fair?—A. I have had a number of complaints of that kind made to me.

Q. But they do not grow out of the two scalings, do they?—A. No; not that I understand. The scale that is given by the man hired by the contractors and placed on the ground there all winter is substantially the scale that they go by.

Q. And the object of the second scaling, you understand, is to verify it?—A. To legalize it.

Q. And he usually verifies it and makes it the same, does he not?—A. Last year it was the same in all cases, except one or two, I understand. I have understood that a certain Indian did get the benefit of the last scale to a certain extent.

Q. That is, got a larger allowance?—A. He got a larger allowance.

Q. But, as a general rule, the second scaling confirms the first?—A. Yes, sir.

Q. And the object of Mr. Gregory was to legalize the first scaling?—A. That is what he told me.

Q. Go on with your next complaint.—A. I want to refer to page 160. I see that the amounts of timber and the amounts paid on all those contracts, according to that list of one hundred and fifty-one, are all the same.

Q. The Hynes contracts?—A. Yes, sir; 100,000 feet, at \$5 per thousand, are the figures in each case. I have not seen Mr. Gowan's contract yet in the record, but I want to state here that I understand Mr. Gowan is paying from \$5 to \$5.50 for this same kind of timber on this reservation, and Mr. Hynes has got an equal chance for the same kind of timber; they are in the same neighborhood.

Q. Who is Mr. Gowan?—A. Mr. Gowan is a contractor up there,

Q. Not a contractor on the reservation?—A. He is a contractor buying in timber.

Mr. GREGORY. It was his contracts that I stated I sent back for correction.

The CHAIRMAN. How many?

Mr. GREGORY. I don't know how many.

The CHAIRMAN. A large number?

Mr. GREGORY. I think there must have been near fifty.

Q. What about these contracts?

The WITNESS. He is paying a larger sum.

Q. Do you know whether the stumpage he guaranties is any larger than Hynes's guaranty?—A. I have been told by a great many Indians that Hynes has only guarantied \$2 a thousand to them, but I sold my logs this winter to Mr. Gowan, and he has guarantied me \$2.50.

Q. What do you understand Mr. Gowan is guarantying the other Indians?—A. Just about the same, \$2.50.

Q. Do you understand that is his guaranty on this list of contracts with the Indians that have not yet been reported to the committee?—A. That is what I understand. Mr. Gowan himself told me that he would guaranty all the way from \$2 to \$2.50 for the timber, and perhaps more.

Q. What do you understand his contract specifies as the price?

The WITNESS. The maximum price?

The CHAIRMAN. The price that is the basis of the contracts.

The WITNESS. Mine is \$5.50; although I looked over the list of names and prices at which he contracted with other Indians, I do not remember now what they were; I did not commit them to memory. I want to state here, in reference to these contracts, that they claim that these fellows are doing the fair thing, but it didn't look to me to be the fair thing, and it is apparent to me that there must be some system of combination with things of that kind to keep the price of timber down as low as possible to the Indians. Although Mr. Gowan has raised the price to \$5.50, these fellows are doing everything to keep it down.

Q. But the amount that would be realized by the Indian is the stumpage price, and not the nominal contract price, is it not?

The WITNESS. In both the Hynes and Gowan cases?

The CHAIRMAN. Yes.

A. Yes, sir.

Q. Then it does not make any difference if he gets the stumpage price?—A. I don't think it does.

Q. Then whether Hynes's contracts are as favorable to the Indian as Gowan's depends upon whether Hynes guaranties as much net as Gowan, does it not?—A. Yes, sir.

Q. Do you know how that is?—A. I stated that I was told by the Indians that Hynes was only guarantying \$2.50 a thousand.

Q. And were you told by the Indians that Gowan was guarantying \$2.50?—A. Gowan guarantied me \$2.50.

Q. You do not know whether he did the others or not?—A. He told me he would guaranty \$2 to \$2.50 to others.

Q. Go on with your next statement.—A. I want to speak in reference to this affidavit that has been filed. Has the affidavit of Hawkins been put on record?

The CHAIRMAN. Yes, you may treat that as on the record, and make such statement as you choose.

The WITNESS. I believe it states in the affidavit that I created a disturbance or dissatisfaction among the Indians up there, and everything

of that kind. I don't know of those parties being on the reservation up there but once.

Q. What parties?—A. Any of them.

Q. Any of the parties who make that joint affidavit?—A. Yes, sir, except H. H. Hawkins. They have been on the reservation just once, and that was for a short time only, perhaps fifteen to twenty minutes. That was when we held our council, last May. They came in the council room there to speak to Mr. Gregory about something, and that is the only time I know of these men being on the reservation. How they know for themselves that I ever created any dissatisfaction on the reservation beats me, and I don't believe they will ever be able to state it themselves. The Indians would not have sent me here if I was a disturber and created dissatisfaction and trouble among them—I don't think they would.

Q. Is there anything else you want to state about those affidavits?—

A. I don't believe I have seen this man A. J. Hawkins, one of the men who signs the affidavits, more than two or three times, and practically he does not know me. I do not know what object they would have in making that affidavit, except at the last election they tried to get me to help them out and vote for them, and I wouldn't do it.

Q. The last election where?—A. In our town, Moose Lake, Carlton County, Minn. And the beauty of it was they were defeated. That is what tickles me.

Q. Is there anything further you want to state, Mr. Coffey?—A. I want to speak about Mr. Gregory's general character and reputation on our reservation. I want to speak of these affidavits that have been filed here, of the most important character, and I want to state that I did not come here with the idea of strengthening any of the complaints that the Indians might make with the weight of my own good character or reputation; but if this investigation is carried far enough those complaints will stand upon their own merits. I do not see any particular weight that my character would have upon those complaints, that is, in regard to the truthfulness of them.

Q. If you wish to say any thing in defense of yourself, you can do so. You have been assailed before the committee, and are likely to be before Congress.—A. The way I am sent here, it is unfortunate that I am unable to get any further support of that character; but I say that all that has been said against my personal character, as a disturber and everything of that kind, is a lie, and I can prove it to be a lie, too.

Q. Now, what further, before concluding your testimony, do you wish to say?—A. Speaking about Mr. Gregory's character—that is, the way he is looked upon in our reservation—he has deceived the Indians and lied to them so much that they have got no confidence in him whatever, and I have heard very many times the Indians express themselves of their own accord to me that they would not recognize him any more, and did not want to have anything more to do with him or Hynes either; but it seems that a great many have contracted with Hynes in spite of what they have said. When I went on the reservation, a year ago last January, there was general talk there, and I was told by a great many of the Indians that Gregory and Hynes had had a fight in a saloon on the island in Cloquet, with a Frenchman. That was the general talk; of course, I didn't see it myself.

Q. Where do you say this was?—A. On the island in Cloquet, in a saloon there.

Q. Now, you have an opportunity of saying anything more about yourself or Mr. Gregory that you choose to say.—A. I don't wish to say any more. That is about all I can think of just now.

Senator BLACKBURN. The chairman says that he does not care to have the record show what he says to me about the letters the contents of which the witness states. I insist that, having allowed the witness to state the contents of unsworn letters, the chairman should have them put into the record.

The CHAIRMAN. The object of allowing the witness to state the complaints was to ascertain what subjects should be investigated and the sources of information; for which purpose the chairman did not deem it necessary to put in the letters. There is no objection, however, to the letters being put in the record if any member of the committee desires it.

Senator BLACKBURN. I rest upon the well-known rule of evidence that it is not competent to allow a witness to testify as to the contents of a paper in his possession and then refuse to make that paper a part of the record.

The CHAIRMAN. There is no refusal to make the letter a part of the record. The Senator can make all the letters a part of the record, if he desires it.

Senator BLACKBURN. I did not put this witness on the stand, nor draw out of him any statement based upon any letter that has been withheld from this record.

By Senator BLACKBURN:

Q. You have put in evidence a list of Indians whose applications for allotments were rejected by the council?—A. Yes, sir; by the council.

Q. Were you present at that council?—A. Yes, sir.

Q. You saw them rejected?—A. I was one of the parties that assisted in rejecting them.

Q. Where did you get the list that you have furnished to this committee this morning?—A. I got it from the record.

Q. Did you not state in your testimony a short time ago that many of the names on the list you had furnished were not in that record?—A. I said I believed there were.

Q. Then I ask you again, where did you get the list you furnished the committee, if the record did not furnish them?—A. All those names I didn't get from the record I got from my memory, because I knew the parties, knew their names, and knew they were rejected.

Q. Then the list you furnished was made up partly from the printed record from the Indian Office and partly from your recollection, was it?—A. Yes, sir.

Q. Do you know when those applications for allotments were filed with the farmer?—A. No, sir; I was not present.

Q. You do not know?—A. I was not present.

Q. You say that you warned Hynes that these contracts would not be approved?—A. I told him that the Indians were not likely to approve or grant those claims.

Q. What authority had you for making that assurance?—A. I was acting as spokesman for the Indians, and they looked to me to do their business in a general way.

Q. Had you been elected chief of that tribe or general manager of their business interests?—A. I was selected as spokesman.

Q. By whom?—A. By the Indians assembled in council, by the chiefs and everybody.

Q. The council elected you?—A. Yes, sir.

Q. When?—A. Last September sometime.

Q. Where was that council held?—A. On the reservation.

Q. At what point?—A. It was held on the reservation in front of the chief's house. It was an open council, out in the open air.

Q. Is there any record of that?—A. Yes, sir.

Q. Where is that record?—A. It is up at the reservation.

Q. You haven't it?—A. Not with me.

Q. You hold that position yet, do you?—A. I presume so. I have not been notified that I have been dismissed, or anything of that kind.

Q. Was it under that authority that you came here on this mission?—A. Yes, sir.

Q. Do you expect to get \$3 per day as a witness from the time you came here until now, together with your traveling expenses or mileage?—A. I haven't given the matter any thought.

Q. Do you intend to claim your attendance at the rate of \$3 per day and your mileage from there here and back again?—A. Well, I don't know as that has any bearing on these points.

Q. I would like you to answer or refuse to answer, whichever you please.—A. I told you I haven't given the matter a second thought.

Q. I ask you now to give it a third thought. Are you going to do it?—A. If the delegation I came with has gone, and I was told to remain, and if I am still retained here as a witness, I certainly shall expect it.

Q. Were any of the Indians drunk at that council of which you gave us such a long description?

The WITNESS. Which council?

Senator BLACKBURN. In January.

A. I didn't take notice of any being drunk.

Q. You did not see anybody drunk?—A. No, sir.

Q. Are you sure there was nobody drunk?—A. I say I didn't take notice of any being drunk.

Q. Rose was farmer out there, was he not?—A. He was.

Q. You told us about an interview you had with him?—A. Yes, sir.

Q. You said that was in April?—A. I believe it was in April.

Q. Was he not discharged as farmer in April?—A. I don't know whether he was or not; but still he was there acting as book-keeper for Hynes at the time.

Q. You told a good deal about Hynes, and how unpopular he was, and how badly he has treated the Indians. Is it not a fact that Hynes has more contracts with the Indians for the purchase of their pine than any other man who is engaged on that reservation to-day?—A. It may be so; I don't know.

Q. Do you know anybody who has as many contracts as Hynes has?—A. I say I don't know.

Q. You say that he was buying timber too cheap, and that Gowan came up and raised the price?—A. Yes, sir; he is paying \$5.50 in many cases where Hynes is paying \$5.

Q. What is the measure of profit to the Indian on his pine? Is it the contract price, or is it the stumpage that is guaranteed?—A. I understand that the Indians have guaranteed so much stumpage by Hynes, or so much by Gowan.

Q. I am not talking about Hynes or Gowan, or anybody else. I will ask the question over again. Is the money that the Indian gets for his pine measured by the contract price or by the guaranty of stumpage that is given? A. I don't know as Hynes guaranties any stumpage.

Q. I am not talking about Hynes or anybody else. If you really want to tell this committee how much money an Indian gets for his timber, tell us whether it is on the basis of the contract price, or whether

it is calculated upon the basis of the stumpage that is guaranteed to him?—A. As I understand now, it is generally from the stumpage price; but still, it only costs so much to put that timber in. If Hynes was to pay \$5 a thousand for logs banked on the river, and it would cost \$3 to put them in, the Indian of course would have to be guaranteed \$2; and if he pays \$5.50, the Indian would get \$2.50.

Q. I understand all that, but now answer me one more question. Does it cost the same amount to bank timber that is on the bank of a driving stream that it does to bank timber 8 miles away in the forest?—A. I don't believe it does, although I have not had much experience in logging.

Q. You are a contractor, are you not?—A. No, sir.

Q. A logger?—A. No, sir.

Q. Do you never buy any lumber there?—A. No, sir; only what I bought a year ago from Colburn.

Q. Did not you say you had a contract by which you let your brother cut enough lumber off of your land to make up his deficit?—A. I am not a logger; my brother was the one who acted as logger last year; I only allowed him to cut that timber.

Q. You were a contractor, or held the right to cut the timber, did you not?—A. Originally, of course, but I gave him the right to cut it.

Q. How did you give him the right to cut it if you did not have it yourself?—A. The land was mine.

Q. You have told about all the trouble you had to get your pay out of that contract; I believe you say you did get it eventually?—A. Finally; yes, sir.

Q. Is it not a fact that all the trouble you had in the matter came from the fact that your half-brother would not keep his contract with you and would not pay you what he owed you?—A. He could not, in the first place, because he didn't have enough timber, and, in the second place, he didn't have any money.

Q. He had your timber, had he not?—A. No; Hynes had my timber.

Q. Then you did not turn it over to your half-brother?—A. I turned it over to my half-brother, but Hynes cut it.

Q. Did not Hynes pay your half-brother?—A. Not that I know of.

Q. Have you any reason to think he did not?—A. I don't know whether he did or did not, but I notified Hynes that there was so much money coming to me out of that timber.

Q. Is it or is it not true that the Indian only gets stumpage where he does not log his own timber, where he lets it out?—A. In my case I was guaranteed \$2.50 a thousand, but in other cases I don't know as there is ever any written guaranty made, only by what the Indians said to me.

Q. Is it or not a fact that the Indian only gets stumpage where he does not log and bank his own timber?—A. I understand that he is guaranteed so much stumpage.

Q. Not if he logs his own timber, is he?—A. I mean when he allows somebody else to log his timber. I am talking about 1887-'88.

Q. Was it in any other year before?—A. A great many Indians logged for themselves last year.

Q. Did they get any stumpage guaranteed them?—A. I don't know as they did.

Q. What is the sense of guarantying stumpage to an Indian who logs on his own timber?—A. The way I understand they are doing this winter, the Indians have gone to work, and Hynes has got men to go upon the reservation there and bank the timber for himself,

Q. Who are they?—A. These men I understand are Saunders and another man whose name I forget.

Q. Do you know that?—A. I understood that from the Indians.

Q. Who told you?—A. The Indians.

Q. What Indians?—A. Frank Duquette, Antoine Couture, and there are a number of others whose names I can't recall now.

Q. Has Gowan got anybody up there logging his timber?—A. I presume he has, although I haven't heard anything about it.

Q. Do you not know that Saunders is up there logging timber for Gowan?—A. I will tell you what I understand from there. I understand that Saunders was sent up there by Hynes to cut this timber, and Gowan also sent a man up there in the same vicinity, and that Hynes had some timber nearer to Gowan's camp than his own, and that Gowan had some timber nearer Hynes's camp than his own, and so they agreed mutually for one man to cut some of the timber of the other.

Q. So Gowan and Hynes were doing that in conjunction with each other?—A. That is what I understand.

Q. Was the price of timber on that reservation ever any higher than it is this year?—A. I couldn't say for that.

Q. If you can remember a year in which it ever brought a better price than it does this year, state about it.—A. I don't remember; I can't state.

Q. Do you know anything about the logging operations on that reservation when Mr. Durfee was the agent?—A. No, sir; I don't think there was any logs cut then; there might have been, but I don't think there was.

Q. You are not sure of that?—A. No, sir; I am not certain; I don't think there were; there might have been.

Q. Were you there most of Durfee's administration as agent?—A. No, sir.

Q. In what cases, except the Roussain case, did Gregory ever have any money retained from the Indians?—A. I stated that, that was a particular case that I could remember.

Q. There was another case of an old Indian you mentioned.—A. His money was retained in a different way altogether. His money was retained for safe-keeping.

Q. Was not that done at the request of the Indian woman who lived with him as his wife?—A. No, sir; he is not married.

Q. Was it not done at the request of the Indian woman (John Van-
ner's wife) who was living with him?—A. I couldn't state.

Q. Did you never hear of that?—A. No, sir; that is the first I have heard of it.

Q. Was it deposited in the hands of a licensed trader up there at a store?—A. The money, in fact, was never paid over to the Indian; it was retained for safe-keeping.

Q. To whom was it paid?—A. At the time I don't know as it was paid to anybody.

Q. Then how do you know it was not paid to the Indian?—A. Because I know that he only got a very small sum of it, say \$25; I believe that is all he got at that time.

Q. He did get it?—A. Well, I will tell you. It is customary there when an Indian wants to draw money for him to go to Hynes's book-keeper and get an order from the book-keeper on the Cloquet Lumber Company, or else he gets a check, and goes over there and has it cashed

or gets another check. This money that was retained from the old man he got at that time. I believe it was a check for \$25.

Q. Did you see that paid to him?—A. Yes, sir.

Q. How do you know?—A. I seen it.

Q. You did see it?—A. Yes, sir. I went over there with him two or three times after that when he drew small sums of money, and he would get an order or check from Rose, and take it over to the Cloquet Lumber Company's office and get it cashed.

Q. Was there any bank there?—A. No, sir; not that I know of.

Q. Where could it have been deposited except where it was?—A. I don't know of any place, unless it would be in the safe there in the contractor's office.

Q. Was not the balance of that money due to the old Indian paid to Mr. Gregory, the agent, and by him deposited there?

The WITNESS. Deposited where?

Senator BLACKBURN. At that store.

The WITNESS. Not that I know of.

Q. Where did you see him go from time to time and get these small sums of money?—A. Up to the Cloquet Lumber Company.

Q. Was not the money paid, that was due to the old Indian, say \$25, or whatever it was, to Mr. Gregory, the agent, and by him deposited with the Cloquet Company with orders to pay it to the Indian at stated times?—A. I don't know anything of the kind. It is the first I have heard of it if it ever occurred.

Q. I understand it was not the Cloquet Lumber Company, but was a mercantile firm that used to be the depositor of this money?—A. I don't know as the money was ever paid over to Mr. Gregory and deposited anywhere; I couldn't say for that. The Indian the first time went over to the Cloquet Lumber Company to get his money, and he continued to do so, I understand, until he drew it all.

Q. Now, as to the Roussain case; do you say that there was \$200 and odd kept back by Mr. Gregory in that case?—A. What I know is what was stated in that telegram to me, \$282 and some cents, I believe.

Q. Do you not know that that money was retained because that man had become the surety of his brother, who had purchased a team for which he had not paid, and that this money was kept back to make good that security obligation of his?—A. I was told at the time that there had been no security made to the allottee, and that was why Frank Roussain insisted upon that money being paid to him.

Q. Did you never hear that there was security given by him afterwards?—A. I believe I understood afterwards that Eustace Roussain secured Frank Roussain for the amount of this money that had been kept from the allottee.

Q. Was Gregory present at that council where you say that Hyñes sought to force the Indians to contract with him for the timber?—A. I don't believe he was there. I never heard anything to that effect.

Q. Were you there?—A. No, sir. I stated that I was told by the Indians.

Q. You have spoken of what was known up there as the Nelson Lumber Company; is it not a fact that that company bought some pine from an Indian woman and refused to pay her until she got Mr. Gregory to take some action about it, and send to the Commissioner of Indian Affairs?—A. I believe that is the case, and I don't see why that can not be done in the Roussain case, too.

Q. If he was security for a debt that his brother owed, do you not think he ought to make it good?—A. I understand there had been no security given at the time by Frank Roussain.

Q. When did Gregory tell you to go on and cut timber in advance of any approval by the Commissioner?—A. That was last January.

Q. Where?—A. On the reservation, at the council-room, in the school-house.

Q. Who heard him tell you?—A. I don't know; the room was full of people. I stepped right up to him; he was putting on his coat, and picking up his grip, ready to go out, when I asked him.

Q. Can you remember the name of anybody who heard that?—A. I didn't take notice, but there were lots of Indians there.

Q. Can you name anybody who heard Gregory tell you to go on and cut your timber in advance of approval of contract?—A. No, sir; I can't do it, because I didn't take notice who was near. It may be that Julius Cadotte was standing near there, because he had something he wanted to say to Gregory; and I believe John Laundry was present, though John Laundry can't speak English very well.

Q. Did you go on and cut the timber before approval of contract?—A. Not the one I had reference to then.

Q. You did not do it?—A. No, sir; it remains just as it was.

Q. Is it not a fact that there was no competition in the purchase of timber on that reservation until Hynes came up there?—A. I couldn't state for that.

Q. Was not \$4 a thousand the highest price paid before Hynes went up there?—A. I understand that was the price the Indians got the winter previous.

Q. And Hynes went up and paid \$5?—A. Yes, sir; and I understand the Nelson Lumber Company offered to pay \$5.50.

Q. Will you undertake to say that the Nelson Lumber Company ever guaranteed more stumpage to the Indians than Hynes did?—A. I can state my understanding of it.

Q. State where you got it.—A. I understand that Hynes in about all the cases guaranteed only about \$2.50. Are you speaking of the Nelson Lumber Company?

Q. I am asking in reference to anybody. Will you undertake to say that anybody on that reservation has guaranteed more stumpage to the Indians than Hynes has done?—A. I understand that Hynes is offering \$2.50 a thousand for timber this winter, and Gowan, I know, guaranteed me \$2.50, and he told me he was going to guaranty from \$2 to \$2.50, and maybe more.

Q. Will you give the names of the Indians who have told you all these things that you have put into the record this morning?

The WITNESS. All of them?

Senator BLACKBURN. Yes, or so many as you can.

The WITNESS. In reference to what?

Senator BLACKBURN. Everything you have testified to on hearsay evidence.—A. I believe I gave a few names as I went along.

Senator BLACKBURN. I did not hear them.

The WITNESS. I think I did.

Q. Give them to us again.—A. I have stated a great many things bearing on different subjects.

Senator BLACKBURN. Yes, you have.

The WITNESS. I believe Antoine Couture told me that he was guaranteed \$2 a thousand by Hynes, and I believe that Julius Cadotte told me the same thing. I give those names as parties that can be referred to, but there must be a great many more out on the reservation.

Q. To whom did Julius Cadotte sell his pine?—A. I understood he contracted with Hynes.

Q. To sell his timber to Hynes?—A. That is what I understood.

Q. Did you ever know him to sell his timber to Gowen?—A. I don't remember of ever hearing anything of that kind.

Q. Does the Indian pay for the second or test scaling?—A. He paid for half of it last year.

Q. Does he not pay for half of it all the time? You testified here awhile ago that he complained of having to pay for the scaling. You did not state that he only paid for half of it.—A. I said that for the second scaling the Indian is charged an additional 2½ cents.

Q. I ask you now, is it a fact that the Indian pays for the scaling as you stated, or does he only pay for half of it?—A. I stated that he pays for half of it. You see they are charged 5 cents a thousand for the scale of the timber, and for the additional scale half is charged up to the Indian.

Q. Does not the law of Minnesota require that?

The WITNESS. That two scales shall be made?

Senator BLACKBURN. That there shall be a second or test scaling upon the basis that the Indian pays for half.

A. I don't know; I haven't looked the matter up.

Q. Have they not an officer there called the surveyor-general, whose business it is, under the law, to make that second or test scaling?—A. There is a surveyor-general up there; but is it particularly necessary that his scale should be had, providing a scale could be agreed upon between the contractor and the Indian?

Q. Do you not know that it very often happens that the Indian gets more on the second scaling than on the first?—A. No, sir; only in the one or two cases I mentioned.

Q. Do you not know that there was one case where an Indian got more than 100,000 feet by that second scaling?—A. I stated that there were one or two cases where the Indian got the benefit of the second scale.

Q. And he pays for half of it?—A. That is what I understand.

Q. You do not know whether the law of Minnesota requires that or not?—A. No, sir; if the surveyor-general's scale must be had, I don't see why there can't be a man properly deputed and sent up there to do scaling on the reservation which would hold legally, instead of having two men there.

Q. Do you not know that under the law there the surveyor-general can collect 10 cents a thousand for scaling?—A. I do not know it.

Q. You testified here this morning that Hawkins and the other men who made that affidavit that I filed here the other day were candidates for office at a late election and you would not vote for them.—A. I said the beauty of it was that they were beaten.

Q. Did you not state here day before yesterday that if you had known they were going to file that affidavit against you you would have voted against them; is not that in the record?—A. No, sir.

Q. You are sure it is not?—A. I am sure it is not, because I never made the statement.

Senator BLACKBURN. I am sure it is.

The WITNESS. All right, sir; I am positive of what I said.

Q. Can you tell me what it was you told the Commissioner of Indian Affairs as to the results that had followed that order suspending the cutting of timber on this reservation?

The WITNESS. What I told him?

Senator BLACKBURN. Yes, what you told him. You could not recollect the other day, and I thought perhaps your memory was better today.

The WITNESS. You mean what the statement contained that I gave him?

Senator BLACKBURN. Yes, substantially.

The WITNESS. I have got the statement with me; if you want it I will read it to you.

Senator BLACKBURN. Let us have it.

The WITNESS. This is a rough draft I have. Shall I read it?

Senator BLACKBURN. Yes.

The WITNESS (reading): "Washington, D. C., March 31, 1888. Hon. J. D. C. Atkins, Commissioner of Indian Affairs:"

Senator BLACKBURN. Let me interrupt you. I am asking you now what verbal statement you made to the Commissioner of Indian Affairs as to the effect of that order stopping the cutting of timber on this reservation.

The WITNESS. I don't know as I made any verbal statement. I have put in writing to him all the statement I wished to make.

Q. You did not make any verbal statement?—A. I don't think I did.

Q. Are you sure you did not?—A. I don't remember making any.

Q. Will you state now that you did not tell the Commissioner of Indian Affairs in his office that the order stopping the cutting of timber on that reservation had resulted very disastrously to the Indians and was threatening many of them with starvation, and ought never to have been issued?—A. I never made any such verbal statement.

Q. Or anything like that?—A. No such verbal statement. He was raging around there, and I couldn't have made any statement even if I had desired to, that is, a statement of any length.

By the CHAIRMAN:

Q. Why not?—A. Because he was raging around there, cursing and swearing and everything of that kind; he was so excited that I didn't think it would be prudent to speak to him much on the subject any way.

Q. You have recently spoken about the respective offers made by Hynes and Gowan for logs, and you spoke of Hynes's guarantying \$2.50; did you mean that?—A. No, sir; I didn't mean that.

Q. What sum did you mean when you spoke of the sum he had guarantied?—A. Two dollars.

Q. Then if you have stated that Hynes guarantied \$2.50, that was a mistake?—A. That was a mistake; yes, sir.

Q. Now about this double scaling of which the Indians complain. Do you now understand that it is necessary, under a law of Minnesota, to have scaling made by a regular scaler?—A. The Indians would desire to have a man regularly deputized for that business, if there must be a scaling had.

Q. They would rather have a single scaling than a double one?—A. Yes, sir.

Q. Will you please put your initials on the head of the paper I now hand you, the same being copy of a letter of the Indians, headed by Michael Diver and Julius Cadotte, addressed to the Commissioner of Indian Affairs, and dated March 24, 1888?

The witness identified the paper referred to by placing his initials thereon, as requested.

Q. How did you receive this paper?—A. I received that through the United States mail.

Q. Do you know from whom it came?—A. I believe it came from Mike Diver.

TESTIMONY OF JOHN B. DENOMIE—Recalled.

JOHN B. DENOMIE was recalled and further examined.

By Senator BLACKBURN :

Q. Did you ever buy and cut timber from different allotments on this reservation where you live without ever reporting the same to the agent?—A. As I said before, I can't understand some of those words. I don't understand the last words you said now, about reporting to the agent.

Q. Did you ever buy and cut the timber off of any of the allotments out there that had been cut over before?—A. Yes, sir.

Q. Without notifying the agent of your having bought it, and cut it?—A. I have given notice to the Government farmer.

Q. Did you do that under any contract that you made with the owners?—A. Yes, sir.

Q. Who approved those contracts?—A. The Government farmer.

Q. Does the Government farmer approve contracts?—A. He makes contracts, and he tells me that he makes them and signs them, and I can go on.

Q. Without the agent's action?—A. Yes, sir.

Q. Did the agent ever approve any of them for you?—A. Yes, sir.

Q. How many of those contracts did you have? How many allotments did you cut over?

The WITNESS. What does that mean?

Senator BLACKBURN. I mean this last winter.

A. I think somewhere about twenty contracts that I had, or a little over.

Q. What did you pay for that timber?—A. Well, I paid for most of that timber about \$2 a thousand, that is, stumpage; and some I paid \$2.50 for.

Q. You did not buy any at less than \$2, did you?—A. No, sir; not above 12 inches.

Q. You did not buy any for 50 cents or \$1?—A. The Government contract calls that I should have only 12 inches, no smaller; and of course I see there is lots of waste timber, if you don't get below 12 inches; so I told those Indians, "Now I will take this timber, and I will give you 50 cents a thousand; it is better that I shall cut this timber than to leave it in the woods rotting, because the Government contract calls it only 12 inches, and all below that is lost." So the man that bought the logs told me he would pay me if I put in the small timber, and so I did.

Q. You bought it at what?—A. For \$4.50 for that which was small, under 9 inches.

Q. Four dollars and fifty cents?—A. Yes, sir; on the bank. I paid the owner 50 cents.

Q. Fifty cents a thousand?—A. Yes, sir. The reason I did this, I had seen some trees where they would cut two logs, and half of them left in the woods.

Q. Did you mean to tell the committee the other day, and just now, too, that you never bought any timber there for less than \$2?—A. That is the regular Government contract; I never bought.

Q. Was not all this you cut covered by contract with the Government agent?—A. There was one time, in 1885, when Mr. Gregory came up

there to Bad River and had a council with the Indians, and told before the Indians in council that there was an agreement made somewhere, I don't know where, and there was going to be two grades of logs this winter, and he told them just how to cut those logs, and he told them just what kind of logs were going to be No. 1 grade, and he told them just what would be No. 2 grade logs. So I guess there was No. 2 grade that were \$5, I think. When everybody goes to haul logs, the logs we were going to cut for \$5, they didn't scale those logs, and the Indians that owned the timber, they lost a good deal of money on their timber.

Q. That is all very well, but that does not answer my question. The question I asked you is this: Did you mean what you said when you told this committee that you had not bought any timber up there for \$2 a thousand.

The WITNESS. That is the stumpage, is it?

Senator BLACKBURN. Yes.

The WITNESS. That is the winter I am speaking about.

Senator BLACKBURN. I am talking about last winter.

The WITNESS. Last year I left the company, and I told them I wouldn't log with the company again, because I saw the Indians were losing money; so I paid \$2 a thousand right through after I left the company.

Q. But you admit that during this last winter you did buy logs up there at 50 cents a thousand?—A. That is, under twelve inches.

Q. Did the scaler have any trouble with your foreman in finding out what selections you were cutting this timber off of?

The WITNESS. How is that?

Q. Did not the scaler try to get your foreman to show him what selections this timber was cut off of, and did not your foreman refuse to do it? Did not the scaler try to find out from your foreman what lands this timber was cut off of?—A. Yes, sir.

Q. And did not your foreman refuse to tell him?—A. That I don't know.

Q. Did you not tell your foreman to charge it all up to the land that belonged to Mary E. Denomie? Who is Mary E. Denomie?—A. That is my daughter.

Q. Did you not tell your foreman to tell the scaler to charge all of his lumber up to your daughter's land?—A. My daughter, she died, and of course we had a right to her timber, and I didn't think it made any difference, because I knew the timber was mine.

Q. Is it not a fact that your foreman, under your instructions, charged up the timber that you were cutting to this eighty acres that belonged to your daughter, and that it showed over two million feet of lumber?—A. My brothers had two or three eighties, and a brother-in-law of mine; and then there is another brother-in-law of mine—there were three brothers, my sister, and my daughter—that makes five; and after this timber that was cut, and I made timber for those brothers of mine, I could pick off this timber in their eighty, because the man that logged in there didn't cut near all of those eighties, and so I went to work and paid him what he wanted, and put those logs in just the same as my own timber. That is where that goes.

Q. What did you pay for this?—A. I don't remember; I think I paid \$250 for one, \$150 for another, and I think I paid \$2,000 for the whole bunch; that is, to Mary, my sister.

Q. That was for 2,000,000 feet?—A. That was this winter; and then I paid some more.

Q. You got more than 2,000,000 feet of lumber this last winter, did you not?—A. Yes, sir; altogether I got about six million, I guess.

Q. How much this last winter?—A. Two million, I guess.

Q. Do not the books of the office show that you claim to have cut more than 2,000,000 feet off of one eighty that belonged to your daughter?—A. I am only just saying what I got with my brothers and my daughter and my sister; but of course I put in more than that altogether.

Q. I know you put in five or six million this winter. What did you pay your brothers and your sisters for the timber you got from them?—A. I know I gave my sister \$2,000.

Q. What price did you pay per thousand?—A. As I say, I bought it in the lump.

Q. You did not buy it by the thousand at all?—A. No, sir.

Q. Do you know how much lumber you got from your sister?—A. No, sir; I don't know; just the same way with my brothers; the timber was cut, and there was so much loss, and of course they didn't want that timber standing there, because there might be fire, and so they told me I might cut it.

Q. Did you not cut over 2,000,000 feet of lumber there for \$2,250?—A. I don't know. I think I paid close to \$3,000.

Q. Did you get any of that timber in violation of the rules of the Indian Office because you had no contract for it approved at the time you got it?—A. Say that over again.

Q. Did you, or not, cut that timber, or any of it, without any contract to cover it at all?—A. I think I had all the contracts.

Q. Before you cut it?—A. That is what the Government farmer wrote, the contracts.

Q. How came you to have that 2,000,000 feet and more of lumber charged up to one eighty acres?—A. If I understand right, because this timber of my daughter was mine, and then my sister and my brothers told me if I paid much that would be mine, and I could go to work and cut whatever I could find in the old works; so that I just told those men to cut that timber and haul it.

Q. Why did you tell them to charge it all up to your daughter's eighty acres?—A. That is in my name, the whole thing.

The chairman, with the consent of Senator Blackburn, announced that all the witnesses were discharged from further attendance upon the committee, with the exception of Mr. Gregory, from and after tomorrow, April 21, 1888.

The committee adjourned to 10.30 o'clock a. m. Monday, April 22.

WASHINGTON, D. C., *Monday, April 23, 1888.*

The select committee met, pursuant to adjournment, at 11 a. m.

Present: Senators Chandler (chairman), Platt, Cullom, and Blackburn.

The CHAIRMAN. Owing to sickness in the family of Assistant Commissioner Upshaw, there will be no further testimony taken to-day, and the witnesses are all discharged, including Agent Gregory.

The select committee then adjourned to meet again at the call of the Chairman.

WASHINGTON, D. C., *Thursday, May 10, 1888.*

The select committee met at 11 o'clock a. m., pursuant to the call of the chairman.

Present, Senators Chandler (chairman), Cullom, Blackburn, and Faulkner.

Senator FAULKNER. I have had a conversation with Col. John H. Knight, and I am satisfied his evidence is material on this matter, and bears not only on questions that affect the company, of which he happens to be a member and an officer, but also bears upon questions that are involved in the investigation as to Indian Agent Gregory that are material to the inquiry.

The CHAIRMAN. Do you desire to put Mr. Knight on the witness stand and interrogate him?

Senator FAULKNER. I desire to put him on as a witness and ask him some questions that I deem to be relevant in reference to subjects which have been already investigated.

The CHAIRMAN. I do not object to your examining him as a witness, although it is unusual for a witness, against whom no imputations have been made, to come to a committee and offer his testimony.

Senator FAULKNER. In my opinion the evidence which has been adduced in reference to the company of which Colonel Knight is an officer, calls for an explanation from him in connection with the fact that Indian Agent Gregory was recommended by him and others, and that imputations are thrown upon the agent, as well as the company, of transacting business upon that agency under cover of the names of other parties.

TESTIMONY OF JOHN H. KNIGHT.

JOHN H. KNIGHT, having been duly sworn, was interrogated as follows:

By Senator FAULKNER:

Q. Where do you reside?—A. I reside at Ashland, Wis.

Q. What business are you now engaged in?—A. In the manufacture of lumber at that place.

Q. How long have you been engaged in the lumber business in Wisconsin?—A. I think about six or seven years.

Q. Have you been transacting that business as an individual or in connection with a corporation or partnership?—A. I have been transacting that business as an individual, as manager of the Superior Lumber Company, and in connection with other firms, sometimes.

Q. What do you mean by "in connection with other firms?"—A. Oh, sometimes I have had interests with other lumbermen who have been engaged in that business, buying a lot of logs or a lot of lumber sometimes, but not very frequently.

Q. Was that connection with other parties in the purchase of lumber during the last three years?—A. I do not recall any within the last three years, just now. I have to do so much business of that character that I can not recall any case of my being interested in any logs or lumber, except those of my own and the Superior Lumber Company, within the last three or four years.

Q. Am I to understand from your last answer that you have purchased logs on your own individual account and for your own individual profit during the last three years?—A. I have not purchased any. I have cut off my own individual timber and sold the logs or manufact-

ured them into lumber, as I thought would be beneficial or profitable to me.

Q. So far, then, as you have transacted the lumber business in your individual capacity, it has been the cutting of lumber on your own land?—A. Yes, sir.

Q. And not by purchase?—A. No, sir; not by purchase.

Q. What connection have you with the Superior Lumber Company?—A. I am the largest stockholder in that company and am its general manager. I have the entire management of all the business of that company.

Q. Who makes the purchases of lumber and other material used there in the prosecution of the business of that company?—A. I do, solely.

Q. Do you know of any contracts made by any one for the purchase of lumber for the Superior Lumber Company other than those made by yourself during the last four years?—A. There never have been any contracts made by the Superior Lumber Company for the purchase of logs or lumber, or anything else, except by me, with this exception, that I sold some logs to the Superior Lumber Company from my own lands one year. The president of the company came up and made the purchase himself.

Q. What is the fact in reference to the purchase of lumber or the cutting of lumber by the Superior Lumber Company; is it from its own land, or does it purchase logs cut from other lands?—A. All the logs that the Superior Lumber Company has had every year they have cut from their own land. They were all cut from the lands belonging to the company, excepting that we have bought little lots of logs every year more or less. I think this year we bought only 200,000 feet outside of our own cutting. Last year it was probably 300,000 or 400,000, and that would be in this way: A homesteader or some one owning a little piece of land would cut the timber off and come to us, and we bought it in that way. In no other way have we bought it.

Q. As I understand, then, this company owns its own timber land?—A. Yes, sir.

Q. And cuts it there through its own forces or by contract?—A. Yes, sir. We supply our mill and have, every year, from our lands with the exception, as I have stated, of little lots of logs.

Q. Are you enabled to state whether, in the manner in which you transact the business of the Superior Lumber Company, the books of that company designate from what sources all the lumber that passes through the mill comes?—A. Yes, sir; we have a record that will show every log that ever passed through the Superior Lumber Company's mill. We keep on our log-deck a scaler, whose business it is to scale every log that comes upon the log-deck, and to set opposite, on a piece of paper which he keeps, the amount of feet in that log by the mark on the log. All logs are marked with a mark which the owner of the logs owns. This mark is recorded in the office of the district scaler appointed by the governor of the State, and it is perfectly easy to determine where every log came from that has ever passed through our mill. It would be quite easy even to determine the exact description of the land from which it came. This scaler returns the scale sheet every day to the office, that is recorded in a book in our office, and I can determine from that the ownership of every log that ever passed through our mill, and can trace it up to the exact tract of land from which it came.

Q. Can you state whether or not the Superior Lumber Company were logging on the Bad River Reservation at any time within the last four

years?—A. The Superior Lumber Company has never done any logging on the Bad River or any other Indian reservation; has never owned a log cut from any Indian reservation; never had any interest in it or the lumber manufactured therefrom in any manner whatever, nor have I. This policy of the Superior Lumber Company is one that I have exacted from every company or firm with which I have been connected. About the year 1877 the four sections belonging to these Chippewa Indians on the Red Cliff Reservation, situated in Bayfield County, about 20 miles from Ashland, were allotted to Indians. They came to me to buy their timber. I investigated the subject, looked at the law under which they had received their patents, and made up my mind that they had a perfect right to sell that timber without the intervention of any power to prevent it. But I had never in my life been connected with any Indian matters or had anything to do with Indian contracts or Indian business, except as an army officer when I was once detailed by General Grant to do some work of that kind. There was always so much scandal connected with it that I made up my mind I would not have anything to do with it, and I told those Indians that I would not. The gentleman who bought it afterwards (or was about buying it) came to me and wanted me to go in with him and buy this timber, but I declined for the reasons which I have just given. When I had the Superior Lumber Company organized and started in operation those Indians used to come to me every year to buy their timber. During the years 1880-'81, 1882-'83, and along there, they used to ask me to buy their timber. But I always declined to do so. My own office room is back from the main office where the people enter, and I instructed my clerks that if any Indians came there wanting to sell timber to tell them that we were not buying their timber. And Mr. Durfee, the agent prior to Gregory, came to me a number of times and wanted me to buy Indian timber while he was agent. I invariably declined, and have never allowed any company with which I was connected at the time to buy any timber while I was so connected with it. It was made the policy by me that the Superior Lumber Company should never engage in buying any of that Indian timber in common with all the other companies up there; and in 1882 or 1883, at a meeting held in the office of Charles L. Jolby, in Milwaukee, of the stockholders of the Superior Lumber Company, the question came up in regard to buying Indian timber, and the Eau Claire stockholders thought that the Superior Lumber Company ought to buy that timber. I then told them that, if they decided to buy that Indian timber, I should disconnect myself from the company; that I would not have anything to do with those Indians in any way or manner, and the matter was dropped, and the subject has never been brought up at any of our stockholders' meetings since. Neither has this been done through anybody or in any manner. No interest or profit, or expectation of profit, has ever been fixed upon either by myself or for the Superior Lumber Company at all; they have had no connection with it whatever.

Q. Then I am to understand from your answer to that question that, if John B. Denomie states that the Superior Lumber Company are logging upon the Bad River Reservation or that he sold lumber from that reservation to the Superior Lumber Company, the statement is not true?—A. No, sir, it is not true; and there are reasons which convince me—I have read his statement in the Record—that when he made it he knew it was not true. I know this man Denomie, and have known him for eighteen years.

Q. I will not go into that matter just yet.—A. I was going to say that I had read what he stated, and that his statements there are absolutely untrue. He states that he has been in the Superior Lumber Company's mill frequently during those years and saw logs were passing through the mill of the Superior Lumber Company which he had cut, and a lot of testimony of that kind. I am frequently around that mill, and I never saw the man there so far as I can recollect. His statements in respect to the Superior Lumber Company buying logs are untrue.

Q. This same witness, on page 510 of the printed testimony, says that in 1885-'86 he saw logs from this reservation being sawed by your company, and that every winter they cut logs to saw there in the summer. Is that statement true?—A. It is possible he may have seen in 1886 some logs cut from the Bad River Reservation pass through the Superior Lumber Company's mill, but at no other time. The other part of his statement that the Superior Lumber Company cut logs from that reservation every winter to saw is untrue. We never cut logs from that reservation in any winter or at any time.

Q. Will you now explain why he may have seen some logs from the Bad River Reservation sawed by the Superior Lumber Company in 1886, and state under what circumstances they were sawed?—A. There were about a million feet of logs cut from the Bad River Reservation and sawed at our mill in 1886. I did not know of this fact until some six or seven months after it was done. Those logs were sawed within a period of about ten consecutive days—not to exceed ten consecutive days, I should say, because we would not be longer than that in manufacturing a million feet of logs. Those logs were brought to the mill undoubtedly, as all logs are, in a raft, with the mouth of the boom run up to the long slide and the logs pushed up to the slide and brought up on the log-deck, as, if they were turned loose, they would all be mixed up with our logs. When I found that those Bad River logs had passed through our mill I investigated the matter to discover how they came to pass through there, and Mr. Kennedy stated these facts to me: That he had sold to McLaren & Sprague, of Toledo, Ohio, a million feet of lumber, and he could not get it cut by taking it to any of the other mills in time, and without letting me or anybody know anything about it he ran those logs down to our mill and put them through it. It is probable they went through within a week, because when we are running night and day it would not exceed a week to run them through. And those were the only logs in all the years that the Superior Lumber Company has been doing business that passed through that mill from that reservation or any other. I have examined the records, and know that that is true. Now, in order for Denomie to be able to tell where those logs came from, it would be necessary for him to go through the mill onto the log-deck, because, standing at the tail of the mill, he could not see the mark on those logs; that would be impossible; and we do not allow people to go up on the log-deck except in special cases. It is difficult to get through the machinery of the mill to get there. The entrance to the mill is all shut off by machinery all through there, and you have to wind around through that, and it is attended with some danger. That makes me doubt that John Denomie ever saw a log going through our mill.

Q. What profit or compensation resulted to the Superior Lumber Company by reason of that transaction?—A. Mr. Kennedy paid the Superior Lumber Company \$2.50 a thousand for sawing those logs. That is the lowest price that has ever been paid at Ashland for manu-

facturing lumber. That was the price that year; all the mills were running on that price through some competition that was gotten up between them, and that is what we charged him, and also charged the C. C. Thompson and Walkup Company, for whom we sawed some logs that year as an accommodation.

Q. Then, as I understand, that compensation received by your company from Kennedy for the sawing of that million feet of lumber would have been the same if the work have been done for any other party in the State of Wisconsin?—A. Yes, sir; certainly. He was charged exactly the same price that all the mills there at Ashland charged that year, and we sawed that year, also, to finish out our season and as an accommodation to the C. C. Thompson and Walkup Company, of Chicago, some two or three million feet at the last end of the season.

Q. Then, as I understand your testimony, you have had no dealings with this Indian at all, as a company, in the purchase of lumber?—A. No, sir; we never did have. I had refused during Agent Durfee's administration to buy his logs. He came to me during Agent Durfee's administration and wanted me to buy that Indian timber and I refused; I would not have bought of him in any event or in any way.

Q. Are you acquainted with D. A. Kennedy?—A. Yes, sir.

Q. Will you state what connection he has with the Superior Lumber Company?—A. Mr. Kennedy has been employed by the Superior Lumber Company ever since it was organized. I might state, as such employé he is designated as the superintendent, and his duties are to superintend the running of the mill and factory, the piling and grading of the lumber, and he has the general oversight of the running of the mill and charge of the practical part of the business of the concern.

Q. Is this a joint stock company?—A. It is a corporation organized under the laws of Wisconsin.

Q. Holding stock?—A. Yes, sir.

Q. Is D. A. Kennedy a stockholder?—A. No, sir.

Q. Did J. B. Denomie log for the Superior Lumber Company in 1885?—A. No, sir.

Q. How long have you known Denomie?—A. I have known him about eighteen years.

Q. Are you acquainted with his general reputation for truth and veracity in the community in which he resides?—A. Yes, sir.

(The chairman stated that the proposed inquiry into the character and reputation of Mr. Denomie would open such a wide field of investigation that before going into it he would like to have the whole committee consider and determine the question.

Senator Faulkner said he would make the motion that the committee go into that subject, but if the chairman desired to have it postponed until there should be a full meeting of the committee he would not, of course, press the motion.)

Q. Will you state whether there was any lumber manufactured from logs by the Superior Lumber Company in 1885 or 1886 belonging to an Indian named Gogwayon?—A. No, sir.

Q. Is your answer based upon personal knowledge of the business of that mill from an examination of the books, or from hearsay?—A. It is based upon a complete knowledge of all the business, books, and records of that company; it is my business to know it.

Q. Who purchases the lumber for that company, if it is purchased at all?—A. I do.

Q. Was there any lumber or logs purchased for that company in 1885 or 1886 except by you?—A. No, sir.

Q. Then can you not speak in reference to that subject from personal knowledge?—A. Yes, sir. Nobody else can possibly have as complete knowledge of it as I have, because that is my business; I am charged with that responsibility.

Q. And, as I understand, no contracts were made for the purchase of lumber on behalf of that company except through you?—A. That is what I say; yes, sir.

Q. Do I understand you in answer to that question to speak in reference to any logs being purchased, either directly or indirectly, and which were manufactured into lumber by that mill?—A. Yes, or in which the Superior Lumber Company has any interest in any way.

Q. Had you any one, or had the Superior Lumber Company any one, during the last four years, purchasing lumber on behalf of that company in any one's name other than that of the company?—A. No, sir; no lumber, logs, or anything else was ever purchased for that company except in the name of the company.

Q. The extent of that question included purchases from either an Indian reservation or from any other source?—A. My answer includes everything.

Q. Did the Superior Lumber Company, in October, 1885, either directly or indirectly send to N. E. Pero \$50 by express to be by him paid to an Indian woman, the owner of an allotment?—A. No, sir; I saw a letter published in the newspapers purporting to have been written by the Superior Lumber Company in October, 1885, transmitting to that Mr. Pero \$50 in payment upon some purchase of Indian timber, and containing matter connected with the question which you have just now asked me. The letter was not written by the Superior Lumber Company or for it, and in no manner related to the business of the Superior Lumber Company—neither that one nor one published at the same time, dated, I think, if I recollect right, October 5, and signed by the Superior Lumber Company.

Q. Is this the letter to which you referred, dated October 30, 1885 [handing a letter to the witness]?—A. Yes, sir; that is one of the letters.

Senator FAULKNER. Please read it.

The witness read the letter referred to as follows:

ASHLAND, *October 30, 1885.*

DEAR SIR: Yours of the 27th received. I send you \$50 by express for the old lady mentioned. Thought first of sending you a draft, but concluded that currency would be more convenient, and so will send it to your address at Hayward, which I believe is your nearest express office. We enclose the contracts herewith, which are not certified to by the interpreter. Please fill out and sign the certificate, same as you did on other contracts, and also get the name of another witness, and return same to me at your earliest convenience

Yours truly,

SUPERIOR LUMBER CO.

N. E. PERO, *Lac Courte Orielle, Wis.*

Q. As I understand from your former answer, the Superior Lumber Company had no interest in any matter or contract referred to in that letter?—A. No, sir; it is not the Superior Lumber Company's letter, nor does it relate to any of the business of the Superior Lumber Company in any manner.

Q. You refer also to a letter dated October 5. Are you not mistaken? Is not this the letter to which you refer, dated October 6 [handing the letter in question to the witness]? A. Yes, sir; that is the one.

Senator FAULKNER. Please read it.

The witness read as follows :

ASHLAND, October 6, 1885.

DEAR SIR: The contract with the Gogwayon was intended to be made in the name of D. A. Kennedy, instead of ours, and we return same to you with others drawn in Mr. Kennedy's name, which please have signed instead of those you sent us. We have also sent a copy of the agreement for supplies with Mr. Kennedy's name substituted for Denominie's. Please fix these up and return to Mr. Kennedy and oblige

Yours, truly,

SUPERIOR LUMBER CO.

Mr. N. E. PERO, *Lac Courte Orielle, Wis.*

We have left the range number blank in the supplies agreement, as it does not agree with the contract in the papers sent us. Please fill up, and oblige.

Q. What have you to say in reference to that touching the business of the Superior Lumber Company, or referring to it?—A. My answer is the same as in the other case. It does not relate to any of the business of the Superior Lumber Company and was not written for the company; it is not the company's act at all.

Q. Has your attention ever been called to a letter dated October 16, 1885?—A. No, sir; I do not know that it has. I saw this letter published at the same time that the other two letters were published, but I paid no attention to that; have made no inquiry as to that letter, and can state nothing about it in particular.

Senator FAULKNER. Please read that letter, so that it will go into the record.

The witness read as follows :

ASHLAND, October 16, 1885.

N. E. PERO :

I have not had the pleasure of being personally acquainted you, but I suppose you know me in the same manner that I know you (that is by reputation). I am superintendent of the Superior Lumber Company. You will recollect my name in connection with the Catholic Knights of this place. I write you this fully because I am asking to change the papers made to Superior Lumber Company to my name. I am supplying John Denominie, and he will do the logging the same as before under contract with me. Anything you can do for me in this matter will be fully appreciated.

Respectfully, yours,

D. A. KENNEDY.

Q. You know nothing about any of these letters of your own personal knowledge or as general manager of the Superior Lumber Company?—A. If I could be permitted to explain that fully I would like to state all I know about it, when the matter first came to my attention, what I have done to look the thing up, and what the facts are as I have ascertained them and believe them to be.

The witness was allowed by the committee to make the statement.

The WITNESS. It would be difficult to state that without some preliminary explanation about it. I will say that I never heard of those letters until I was here about a month ago; that was the first time I ever heard of them and the circumstances. When I heard of those letters I supposed they were forgeries, and believed so from the circumstances in which the case was presented to me at that time. This was during the first week of last April past, in this city. When I returned to Ashland I commenced an investigation. I found that such letters had been written to Mr. Pero, and that he had placed them in the hands of a lawyer named Gleason, in Ashland, who had sent them to a member of Congress, and upon further investigation I found that the letters were actually written by a clerk in the office of the Superior Lumber Company. Mr. Kennedy told me he had never seen the letters himself, and I

understand that he has never to this day seen the two letters signed The Superior Lumber Company. The facts in relation to that writing appear to be these: Mr. Kennedy has been for ten or fifteen years afflicted with palsy in his hand which came upon him in a spell of sickness some years ago, and it is with great difficulty that he can write. He asked this clerk to write this letter for him. He wrote it, and by mistake (as he told me) signed the Superior Lumber Company's name to it. That is the way the letter came to be written. Mr. Gleason, in whose hands these letters were placed, made an examination of the Superior Lumber Company's matters and D. A. Kennedy's matters at about the time we were making these investigations, during the month of April, and upon his investigation he wrote a letter which explained the object of those letters to a gentleman to whom he sent them here in this city, and I would like to be permitted to read what he says—what Mr. Gleason, who is a lawyer of some prominence in our State, and prominent as a public speaker, says.

The CHAIRMAN. That letter from Mr. Gleason to a party in this city we will exclude.

Q. You may proceed with your statement.—A. All there is of that matter is, that letters were written under the circumstances which I state; the clerk wrote them and mailed them without submitting them to anybody. That is what Mr. Clark, who did it, testifies to, and has sworn to in my presence. He says it was simply an oversight on his part, an inadvertence; that the matter related to no business of the Superior Lumber Company whatever.

Q. How long had Mr. Clark been employed by the Superior Lumber Company?—A. At the time he wrote those letters he had not been in the employ of the Superior Lumber Company but a very short time. He has been ever since in the employ of the company and is now our book-keeper.

Q. Can you state whether or not Mr. Clark, who wrote those letters, and who signed the name of your company, was at that time employed by Mr. Kennedy to transact his business?—A. Yes, sir. Mr. Clark had asked me if he could keep Mr. Kennedy's books and papers at odd times; that he had offered to pay him for it. I told him I had no objection whatever and would be very glad for him to make an addition to his salary in that way.

Q. As manager of that company could those letters have been written on behalf of the company without your knowledge?—A. No, sir; no letters are written by the Superior Lumber Company relating to any such matters that do not pass under my eye, or in regard to any important matters. The clerks merely write the letters of acknowledgment, receipt the bills, transmit invoices, and things of that kind. In any matters pertaining to the distribution of the moneys of the company in any way, or in regard to buying anything for the company, or any important matter whatever, it is done by me alone.

Q. Did you as manager of said company, or any one having authority to act for said company, ever authorize Mr. Kennedy as superintendent to have any business transactions similar to those referred to in these letters?—A. No, sir.

Q. Or for or on behalf of the company.—A. No, sir; Mr. Kennedy is not permitted to do anything of that kind. He is permitted to write letters relating to materials wanted in and about the mill, and things of that kind, but that is all. He makes no contracts for the Superior Lumber Company of any nature whatever, even for the purchase of any of

the materials or machinery over which he has supervision; he is not allowed to do it without consulting with me.

Q. Did the Superior Lumber Company, in the year 1885 or 1886, receive any benefit from any of the contracts mentioned in those letters in any way, to your knowledge?—A. No, sir; it never did; I know that it did not. There is no question about it in any way, or of any such contracts. I desire to add there, for myself, that in no manner have I ever been interested in any logs cut from any Indian reservation, or in the lumber manufactured therefrom, or in the profits therein in any manner, and never have had any proposition for any such thing made to me except as I have stated.

The select committee then adjourned until Friday, May 11, 1888, at 10.30 o'clock a. m.

WASHINGTON, D. C., *Friday, May 11, 1888.*

The select committee met at the call of the chairman at 1 o'clock p. m.

Present, Senator Chandler (chairman), Senator Cullom, and Senator Faulkner.

TESTIMONY OF JOHN H. KNIGHT Recalled.

JOHN H. KNIGHT, having been recalled, was further interrogated, as follows:

By Senator FAULKNER:

Q. On page 510 of the testimony taken by this committee, Mr. Donomie refers to the firm of Fisher & Knight as having bought logs from him in 1885-86. Are you, or have you been a member of such a firm?—A. No, sir; it did not refer to me; I do not know anything about that transaction at all; it is another man.

Senator FAULKNER. I will ask the chairman if he has in his hands an affidavit of D. A. Kennedy, subscribed and sworn to April 27, 1888, and an affidavit of W. D. Clark, subscribed and sworn to on the 24th day of April, 1888?

The CHAIRMAN. I have the affidavits you speak of, they having been handed to me by Senator Spooner a few days ago.

Senator FAULKNER. I should like, Mr. Chairman, to offer those in connection with the letters put in proof yesterday, with the understanding that they are offered as evidence in chief, with the right of the chairman or any member of the committee to cross-examine the parties upon the evidence that they have given by affidavit as set forth in those papers.

The chairman declined to allow the affidavits referred to to be made part of the record, and the question whether they should be so received was deferred for the action of the full committee.

The CHAIRMAN (to Senator Faulkner). Are you through with the examination of the witness?

Senator FAULKNER. Yes, I am; I had thought of putting in some other matters, but I will not do so.

By the CHAIRMAN:

Q. Why did come to Washington voluntarily to testify in this case?—A. Because I wanted to correct the testimony that is in the record that the Superior Lumber Company was engaged in this business, of which a great deal has been made through the newspapers.

Q. Why were you and the other parties connected with the Superior Lumber Company sensitive about any supposed connection of the company with logging on the Chippewa reservations?—A. I do not think that we were sensitive, but we thought the newspapers were doing us an injustice on account of statements that were made before this committee.

Q. Why did you care to prove that the Superior Lumber Company has not made lumber contracts with Indians on the Bad River Reservation?—A. Because I wanted the truth told about it. I had frequently denied the matter, and unfriendly newspapers (and, in fact, those which were friendly) have intimated and stated that there was evidence here which showed that my statements about it were false.

Q. Did you or not consider it illegal or improper in any aspect for the Superior Lumber Company to have contracts with the Indians on that reservation for their timber?—A. No, sir. I did not consider it improper it all, and never did.

Q. Why, then, did you care what the aspect might be of the question before this committee?—A. It was claimed that because I had recommended Mr. Gregory for this appointment, and because he had been formerly an employé of the Superior Lumber Company some years back, that his appointment was secured for the purpose of giving the Superior Lumber Company and myself an advantage over others in the obtaining of Indian timber.

Q. Why were you sensitive about that charge?—A. I do not know that I was particularly sensitive about it. I knew that it was untrue, and I preferred to have the truth told.

Q. You were not summoned to come before the committee, were you?—A. No, sir; I had asked to be summoned but it appears that they would not summon me; I do not know why.

Q. You came of your own motion and requested Senator Faulkner to put you on the witness stand and examine you, did you not?—A. I came here in pursuance of an arrangement made, as I understood, with you that I should be allowed to testify here at this time; that is the way I understood it.

Q. State your authority for that understanding?—A. I understood that through the president of our company, W. A. Rust, and through Senator Blackburn also.

Q. The understanding, however, was reached in consequence of a demand of yours that you should be allowed to come on at this time and testify, was it not?—A. I think it very probable it was in pursuance of a request made by myself to the president of our company.

Q. Why did the president of your company desire to have you testify before the committee?—A. I presume, of course, it was for the same reasons which I have stated already.

Q. Have you stated all the reasons which led the president of the company and yourself to wish that you should testify before the committee?—A. I think I have, substantially.

Q. If there was no illegality or impropriety in the Superior Lumber Company's contracting with Indians on the Bad River Reservation, why did the president of the company and yourself have the sensitiveness on the subject which you have manifested?—A. Well, the testimony which you brought out yourself on the examination of the parties who have testified before you in this investigation indicated that you were fishing around for the Superior Lumber Company through that testimony; that was our impression about it. We thought from your examination of those witnesses that you wanted to fix this upon the

Superior Lumber Company, or that either the witnesses or somebody did; the testimony looked like that to us.

Q. Do I understand you to say that you thought that the chairman of the committee, or the committee, wished to prove that the Superior Lumber Company had made a contract with Indians on this reservation?—A. Yes, sir; I thought so from that testimony.

Q. Did you consider that such a fact, if proved, would be in any way discreditable or dishonorable to any officer or stockholder in the Superior Lumber Company?—A. No, sir.

Q. Why, then, did you take so much pains with reference to it?—A. Because I thought you and others did think so, and it was so publicly stated in the newspapers.

Q. Did you have any interviews with any persons which were published as coming from you, in the newspapers of Wisconsin relating to this subject?—A. I do not recall any interviews with any one in Wisconsin. I wrote to the editor of the Oshkosh Times once that his statements that he had made in his newspaper were untrue.

Q. Was that letter published?—A. Yes, sir.

Q. Have you that letter?—A. No, sir; it has been some time ago and I have not the letter. I wrote to Mr. Charles W. Felker a personal letter upon the subject. I have known him for a number of years and the principal letter was published in his paper.

Q. Will you produce a copy of that letter?—A. I can not now; I presume he could.

Q. Will you procure and furnish the committee a copy of that letter?—A. I do not know whether I can.

Q. Will you if you can?—A. I think I would like to have that letter come before them and be put in this record.

Senator FAULKNER. Then it is understood that if the witness furnishes it it will be put upon the record.

The CHAIRMAN. Whether it will be put on the record or not is for the committee to determine. The question is whether the witness will procure a copy of that letter and furnish it to the committee.

The WITNESS. As a matter of curiosity?

The CHAIRMAN. No, not as a matter of curiosity; but will you, or not, procure a copy of that letter?

The WITNESS. I will upon proper and fair conditions, and not otherwise.

Q. Will you, or not, unconditionally procure and furnish the committee a copy of that letter?—A. I would not make any agreement to do that, because I might not be able to accomplish it.

Q. Will you, if you are able to do so, procure a copy of that letter and unconditionally submit it to the committee?—A. We might just as well end that right here. I will say to you that I will procure and furnish you a copy of that letter if you will put it in the record, or I will make the attempt to do so, but not otherwise.

Q. State whether or not in that letter you alluded to the two letters signed "Superior Lumber Company" which appear in your direct examination?—A. No, sir; I never heard of those two letters until within a month.

Senator FAULKNER. Mr. Chairman, I desire to put an objection on the record there as to your examining the witness in regard to the contents of that written paper. I am opposed to the examination proceeding any further on that question; as to the contents of that written paper.

Q. Did you have any interview which was published in any news-

paper as coming from you in which those two letters were alluded to?—A. I did; in the Chicago Times.

Q. Have you a copy of that interview as published?—A. I have at Ashland; and I think it is just as you read it to me personally this morning from the Milwaukee Journal; I think it is the identical language that I used to the reporter of the Chicago Times.

Q. Did you or not, in that interview, denounce those letters as forgeries?—A. No, sir.

Q. Had you at any time denounced those letters as forgeries?—A. Yes, sir.

Q. State whether in private conversation, or in such a manner that your denial came to be published?—A. No, sir; I never did it in a public manner, because I was at work to hunt down the man who wrote those letters. I believe that those letters were gotten up for the purpose of bringing odium upon the Superior Lumber Company and myself, and I believed up to within the last two or three weeks that those letters were forgeries.

Q. At the time, then, of your interview which was published in the Chicago Times, and which was republished in the Milwaukee Daily Journal of April 19, 1888, you knew the letters were not forgeries but had been written under the circumstances which you have heretofore described?—A. I can not say whether I had found it out at that date or not, now. I arrived home from here about the 9th of April. but I can not tell whether I at that time knew it or not. It was about a week or ten days after I got home that I found out how those letters came into existence.

Q. Refresh your recollection and see if you can inform the committee now whether you had learned that the letters had been written and were not forgeries before this interview of yours in the Chicago Times and Milwaukee Journal.

Senator FAULKNER. I would like to state there that I object to the question assuming the fact that those letters were not forgeries. It is a question of law, and one which depends upon the facts already in existence, as to whether or not they are forgeries of the name of the Superior Lumber Company.

The WITNESS. When I said forgeries, I meant forgeries for the purpose of injuring them; that is what I meant by that; I can not say. This paper is dated the 19th, and I was in Chicago on the 15th or 16th, at the time that interview occurred; I may have and I may not.

Q. What is your business?—A. I am engaged in the lumber business.

Q. Have you any other business?—A. I have a great deal of business. I am interested in a stone quarry and am president of the company, and I am interested in some banks, and a great many things that I have to give considerable personal attention to.

Q. What was your original business or profession when you commenced life?—A. I commenced life as a lawyer; I was educated for the law.

Q. What is your age?—A. I am fifty-one years old.

Q. How recently have you practiced law?—A. I have not practiced law now for nearly ten years, I should say.

Q. How long has your home been at Ashland?—A. It has been at Ashland and vicinity now nearly nineteen years.

Q. Have you ever held any Government office?—A. I never held but one, except that I was a soldier in the Army.

Q. You say you were in the Army; state your military history, briefly.—A. I arranged to go into the Army the next day after Presi-

dent Lincoln called for 75,000 men, and I was in the Army all through the war until 1864, when I had become unfit for duty, and was detailed for duty in Michigan as assistant provost-marshal and assigned as superintendent of the recruiting service. I was in the field all the time except when I was disabled and not fit to be there. It would take a little time to go through the details of my military history.

Q. What was the one Government position you held?—A. I held the position of register of the land office at Bayfield, Wis.

Q. From what date to what date?—A. I do not recollect the year I went in there, but I think it was about 1873 or 1874.

Q. And you held the position how long?—A. I think it was in April, 1880, that I went out of office.

Q. Were you appointed as a Republican?—A. Yes, sir; I presume so.

Q. Are you a Republican now?—A. Well, I am not a Republican; I am my own party man.

Q. Have you ever changed your politics since you held the Federal office? If so, state when, where, and under what circumstances.—A. I am very independent about that; I vote just as I please. I have voted for Democrats and Republicans both in national affairs and for State officers. I do not want any office myself.

Q. State what your politics were when you were a Federal officer, what they have been since, and if you have made any change state what change you have made.—A. That is only necessary for a morbid curiosity and I do not think I ought to gratify anybody about that.

Q. State or decline to state.—A. I believe I will decline to state anything that does not relate to this business here.

Q. For whom did you vote for President in 1884?—A. I voted for Grover Cleveland.

Q. For whom did you vote in 1880?—A. I voted for Garfield.

Q. Then you changed your politics from Republican to Democratic between 1880 and 1884, did you not?—A. Well, you can draw your own conclusion as to that. I voted for McClellan too; that might be of some interest to you.

Q. To what political party do you now belong?

Senator FAULKNER. I object to the question simply because I can not see its relevancy after what the witness has testified.

The CHAIRMAN. I insist upon the question being answered, but not until the committee pass upon it.

The committee overruled the objection.

The WITNESS. I will state, then, that I am a Democrat. Now, I do not want to answer any more questions unless they relate to this business, unless I am compelled to by law.

The CHAIRMAN. You have a right to refuse to answer a question and can not be compelled to answer it by the chairman of the committee. Compulsion can only be used by the whole committee or by Congress. State the history of the Superior Lumber Company, when it was organized, who were its promoters, who have been its principal stockholders and officers, and who are now such.

The WITNESS. The company was organized—I think the articles of organization were filed in 1880 or 1881, I do not recollect which. It was organized by some Michigan men, by General Allen C. Fuller, of Belvidere, Ill., a man named Potter (I can not remember his first name), and a man named Sprague—Rufus, I think, was his first name, but I can not recall it—and myself. Do you want me to name those who have stock in that company?

The CHAIRMAN. Yes.

The WITNESS. I can not give all their names. The company was organized, as I said, at that time, and it has gone along in the usual course of its lumber business, manufacturing lumber in its various forms. The president of the company at this time is William A. Rusk, of Eau Claire, and I am the secretary and treasurer, and have been from the time of its organization to the present time. I have had the general management of the business of the company ever since it was organized, except for the first year or two, when General Fuller's brother was the general manager—the first year, I think. The principal stockholders are Mr. William A. Rust, Edwin H. Abbott, a man named Gilbert (I do not recall his first name), Frank Gilchrist, of Alpena, Frank McDonough, and J. B. Garland.

Q. Give the names of all the principal stockholders that you can remember who have ever held stock.—A. Charles L. Colby, and now William F. Vilas and myself; I believe those constitute all that I can now recall.

Q. Are any brothers of yours connected with it as stockholders?—A. No, sir.

Q. State about the proportion of stock in the company owned by each of the present largest stockholders.—A. I shall decline to give the amount of stock which each of those stockholders own, because I have no right to parade their business to the public. I suppose that Senator Chandler desires to know how much stock William F. Vilas and myself have; that I will give him. Colonel Vilas has, if I recollect right, \$24,000 of stock and I have \$63,000 of stock, which would be 240 shares for Colonel Vilas and 630 shares for myself.

Q. State the total capital of the company?—A. The total capital as made up is \$250,000, divided into 2,500 shares at \$100 a share.

Q. State the amounts owned by the principal stockholders.—A. I do not want to do it.

Senator FAULKNER. I would like to ask the witness a question there in connection with that matter. Are any of the stockholders of that company named by you in any way connected with the Federal administration other than Colonel Vilas? Answer that question.

The WITNESS. No, sir; they are all, every one of them, Republicans except Colonel Vilas and myself.

Senator FAULKNER. And none of them, as I understand, have any connection whatever with the subject involved in this investigation, and by that I mean the matter of timber contracts on the Indian reservations?

The WITNESS. No, sir; none of them.

Senator FAULKNER. Then I object to going into the private affairs of these gentlemen who have no connection with this matter or subject in any way, or with the administration, which has control of this subject.

The CHAIRMAN. The witness having come here representing the Superior Lumber Company, and having insisted upon testifying in its behalf concerning the subject-matter of the inquiry, I intend to interrogate the witness fully as to the whole history of the company, its personnel, its operations, the political relations of its members, and do not propose to consent to any reservation of any facts on the part of the witness. The question is repeated; state the amounts owned by the principal stockholders.

Senator FAULKNER. That I object to.

The WITNESS. I can not give that from memory, and I have no books

or memoranda here from which I can refresh my memory so to give the amount that each has.

The CHAIRMAN. Will you furnish the committee a list of the stockholders, with their residences and the amount of stock owned by each?

The WITNESS. Not unless I am required to by law.

Q. I understand you refuse to do it unless compelled to do so?—A. Yes, sir.

Q. You have stated that they are all Republicans except Colonel Vilas and yourself, formerly a Republican, now a Democrat. Will you furnish a list of the names of the Republicans connected with the Superior Lumber Company—of all the Republicans?—A. I have given their names already. General Fuller I presume Senator Cullom well knows.

Senator CULLOM. I know him very well.

The WITNESS. William A. Rusk, Edwin H. Abbott, Mr. Gilbert, and all of them are Republicans except Colonel Vilas and myself.

Q. State the amount of stock owned by each of those men?—A. I could not do that now; I have not the memoranda.

Q. State from memory as near as you can.—A. Since you have been talking here I have been trying to recall to my mind the amount of stock which each of those gentlemen have, but I can not do it with any definiteness and certainty. The balance of the stock is divided up between those gentlemen, and there is not much difference in the amount that each has, except in one or two instances.

Q. Are there any considerable number of small stockholders?—A. No, sir. Mr. Rusk owns more than any of the others there mentioned.

Q. How much does he own?—A. I do not recollect how much he does own.

Q. As much as you do?—A. No, sir.

Q. Does he own more than Mr. Vilas owns?—A. Yes, sir; I should say twice as much, if I recollect right, but I am not certain about that; it is somewhere along there.

Q. What has been the character of the whole business of the company; has it bought lands, or bought logs and sawed them; what has been the character and limits of its business?—A. It has been simply a lumber-manufacturing concern, that is all.

Q. Its business has mainly been the sawing of lumber for other people?—A. No, sir; we do not saw for other people.

Q. Then you mean it has been a company organized for the purpose of buying logs and sawing them for the company and selling them?—A. We have not bought scarcely any logs; we have bought timber lands and own them now.

Q. State any limits to the company's operations.—A. Its operations are confined exclusively to the lumber business.

Q. I understand that. But state any limits in connection with the lumber business. Has it or not sawed lumber for other people as a regular part of its business?—A. No, sir; that has not been a regular part of its business.

Q. Has it bought logs on the Ashland market and sawed them and sold the lumber?—A. No, sir; the Superior Lumber Company has not been what has been understood to be a purchaser of logs. We have at times bought some small lots, and there were only two occasions when the company bought logs to any considerable extent; one was when they bought of me, and at another time when they bought of my brother.

Q. Were those logs, or lands with timber on them, which they bought of you and your brother?—A. They bought logs; they never bought any land of me.

Q. Has the company ever bought any land at any time?—A. Yes, sir.

Q. Has it been a large or small purchaser of timber lands?—A. I presume it would be called a large purchaser of timber lands.

Q. What amount of acres of timber lands has the company ever owned or owned in all?—A. I could not say how many; I should say probably 20,000 acres.

Q. What number of acres of uncleared land does it now own?—A. I could not say; I should say 15,000 to 18,000 acres in all probability; I can not give the exact amount.

Q. Was Mr. Vilas one of the originators of the company?—A. No, sir.

Q. How soon after its formation did he enter it?—A. I think it was two years probably after it was organized.

Q. What property did the company own during its first two years of existence?—A. It owned most all the lands it now owns, except what we bought of the Omaha Railroad Company.

Q. Was the \$250,000 of stock in the company paid in in cash, or some portion in lands?—A. All in cash.

Q. What was done with that capital?—A. It was employed in the business.

Q. Was or not any considerable portion of it, of that \$250,000, invested in lands immediately?—A. The money went into the treasury, and whenever we bought any lands it was paid out, and we built our mill and docks.

Q. What proportion of the \$250,000 was invested in lands, what proportion in plant, and what was reserved as working capital, as near as you can remember?—A. There was no particular portion for either. The money was simply put into the treasury, and whenever we bought anything or incurred any expense it was paid out.

Q. Was any portion of the \$250,000 invested in lands which the principal stockholders had owned when the company was formed?

The WITNESS. Do you mean that stockholders paid for their stock in lands?

The CHAIRMAN. No; I did not ask that. I ask you if any portion of the \$250,000 capital, after it was paid in, was invested in the purchase of lands which had been owned by any of the stockholders when the company was formed?—A. No, sir; not a dollar of it that I recollect.

Q. Then you mean to be understood as saying that all the purchases of lands made by the company were after its organization, or were lands which had not been owned before that time by any of the stockholders?—A. The first tract we bought of William E. Rogers, now of Albany, N. Y., the son-in-law of Hamilton Fish. The first tract of land we bought for the company I think was taken in the name of General Fuller, and afterwards he deeded it to the company. I do not recollect or understand just how that occurred, but it was probably that the lands were bought before the company was set in motion; that is my recollection of the way that was; that is the only case I recollect.

Q. How large an amount of land was there and how large a purchase in Fuller's name?—A. There was something over 6,000 or 7,000 acres of that tract.

Q. What was the price of it?—A. I do not recollect now what was paid for that tract of land.

Q. Was it three, four, or five hundred dollars an acre?—A. It was probably in amount over \$50,000; that is my recollection that it was over that.

Q. Were not \$52,000 worth of lands purchased of Mr. Fuller?—A. No, sir; only in that way; we never purchased an acre of Fuller except in that way.

Q. Except in what way?—A. Just as I have described. Those lands belonged to Mr. Rogers, but I have a notion, and my recollection is now, that when those lands were first transferred they were taken in the name of Mr. Fuller and by him conveyed to the company.

Q. How was Fuller paid for those lands; in cash or the bonds of the company?—A. He was paid in cash.

Q. Has he ever been a holder of any of the bonds of the company?—A. Yes, sir.

Q. To what amount and given for what consideration?—A. We issued \$100,000 of the bonds and distributed them amongst the stockholders. There were one or two stockholders who were not able to pay for an increase of capital stock. So instead of raising the capital stock to \$350,000 we issued \$100,000 of bonds which, were divided up, pro rata, amongst all of us, I think, except two stockholders.

Q. So that your whole investment was \$100,000 besides the \$250,000?—A. Yes, sir; our investment would be \$350,000, and of course those bonds have been redeemed since that; they have been mostly all paid off.

Q. But the whole of the capital stock was paid in cash, the \$250,000?—A. Yes, sir. It may not have been paid right down the day it was subscribed for, but it was paid in cash.

Q. Have any lands at any time owned by you been sold to the company?—A. No, sir; not that I know of.

Q. None that belonged to you when the company was organized?—A. No, sir. The first two years of this company I was merely nominally connected with it; I had one share of Mr. Fuller's stock and had it for the purpose of performing the duties of the office of secretary and treasurer.

Q. That was in 1880, was it?—A. I think it was. It was some year or so after before I acquired any stock in the company of my own. I held one share of the stock merely for the purpose of being an officer.

Q. When did you acquire a larger interest?—A. That was, I think, in about 1881 or 1882.

Q. Did any lands which had been owned by Mr. Rust prior to the organization of the company ever come to be the property of the company?—A. No, sir.

Q. Nor the timber thereon?—A. No, sir; nor the timber thereon.

Q. Have any lands that have ever been owned by Mr. Vilas, or the timber thereon, come to be the property of the company?—A. No, sir; never.

Q. Were you a stockholder and director in this company while you were in the United States land office?—A. No, sir—

Q. When did you resign from the land office?—A. Except, as I say, that one share of the stock.

Q. I include that share. You had this nominal interest in the company to the extent of one share while you were in the land office?—A. When I went into this Superior Lumber Company I wrote to Governor Pound that I wanted some one to take my place in the land office. He was a member of Congress at the time. It was some time before an officer was sent there to take my place, and it is probable I was a stock-

holder during the time I was in the land office, but not to any extent, because I was out of the office before I became largely interested.

Q. Did you, immediately after coming out of the office, become interested in this company and take charge of its business?—A. No, sir.

Q. Was that your purpose in going out of the land office?—No, sir.

Q. What was your purpose?—A. It was because I wanted to go into private business.

Q. What other private business did you go into besides this at that time?—A. I had a large law practice at that time at Ashland.

Q. You resumed the practice of law there, did you?—A. I was in the law practice all the time I was in the land office.

Q. How soon after you left the land office did you become largely interested and one of the principal parties in the Superior Lumber Company?—A. I cannot say; it was probably a year after that. I did not become a large owner of that stock until along about 1884.

Q. When you were register of the land office did Colonel Rust and Colonel Vilas, either or both of them, become possessed of any lands that were subject to entry in the district?—A. I think it is more than likely they did; in fact, I know they did.

Q. State what you remember as to the extent of their land interests while you were there?—A. I cannot state as to the extent of their interests; it would be impossible for me to do that at this date.

Q. State as near as you can remember.—A. I can not remember sufficiently to give you any intelligent statement about the amount.

By Senator FAULKNER:

Q. I will ask the witness whether the records of the Interior Department would not show that fact and the dates?—A. Oh, yes; they would show it, of course, better than I can tell it.

By the CHAIRMAN:

Q. I want to know what the witness knows about it. In what way did they become the owners of it?—A. They became owners of it in the same way that anybody else did, by purchasing it.

Q. By purchasing lands granted to railroads, or in what way; did they obtain title through the land office?—A. Yes, sir; they did.

Q. In what way; I ask you the process?—A. By making application and paying money for it.

Q. By purchase under what system of the Government?—A. By cash purchase.

Q. Were the lands unlimited to selection and purchase?—A. Yes, sir; no other lands were purchased for cash except those lands subject to cash entry.

Q. To what extent were lands subject to cash entry while you were register of the land office?—A. They were all subject to cash entry during all the years I was there, except, of course, the railroad lands were withdrawn, and then there were isolated pieces of land that were only subject to pre-emption and homestead entries. But the great mass of the lands that the United States owned was subject to private entry for cash.

Q. Including pine timber lands?—A. Yes, sir; all kinds of lands, no matter what.

Q. What was the price?—A. The price was \$1.25 or \$2.50, according to whether they were single or double minimum lands.

Q. According to their grade. Was there any competition in obtaining those lands?—A. There was scarcely any competition while I was in the land-office.

Q. There was more land than purchasers?—A. Yes, sir; Mr. Wing and myself were very glad to have men come there and buy lands.

Q. Do you apply that remark to lands with pine timber on them?—A. Yes, sir; we wanted our commissions.

Q. Was there any considerable quantity of pine timber land in that district then subject to purchase at \$1.25 or \$2.50 an acre?—A. Yes; at an early day there was; when I first went in there was a great deal of it, or a good deal of pine timber.

Q. That was since when?—A. It was since 1873. It was about the time of Jay Cooke's failure that I went into that office.

Q. That was the fall of 1873?—A. It was about that time that I went into the land office, because Governor Washburn asked me to take it; and I got pretty badly pinched in 1873, and was very glad to get the office, although it was not worth more than about \$1,000 a year all the time I was in it.

Q. You say that none of the owners of this company have ever paid for their stock, either directly or indirectly, in lands?—A. No, sir; they paid in money.

Q. Did the Abbotts, whose names I think you mentioned, through their connection with any railroad, become possessed of quantities of land which came to be the property of the Superior Lumber Company?—

A. The Superior Lumber Company bought of the Wisconsin Central Railroad Company, of which Mr. Abbott is trustee, the timber on some of their lines that were tributary to Ashland. We never bought the lands of them, but only the timber.

Q. How large a purchase was that?—A. I do not know how many million feet there were. I think we paid them \$55,000 for the timber; I think that is exactly the amount.

Q. Has Colonel Rust's ownership ever been any larger than it now is?—A. No, sir.

Q. Has Colonel Vilas's ownership ever been any larger than it now is?—A. No, sir.

Q. Has the company paid dividends in any of those years?—A. We have not paid any dividends because we have used our profits in buying timber. The stockholders could have had a dividend if they desired, but they have always agreed to invest their profits in timber lands.

Q. As a matter of fact, have you paid any cash dividends?

The WITNESS. Do you mean money actually paid over to the stockholders?

The CHAIRMAN. Yes.

The WITNESS. No, sir.

Q. None at all?—A. None at all.

Q. Have you paid scrip dividends?—A. No, sir; we have simply put the money into the treasury.

Q. As a matter of fact you have invested your profits, such as they have been, more or less, in the purchase of timber land which belongs to the company?—A. Yes, sir.

Q. And have divided no profits with the stockholders?—A. No, sir. We have made money every year since we have been in business except one.

Q. How long was Agent Gregory connected with your company?—A. Mr. Gregory was a sort of protégé of General Fuller. He found him at work in one of our booms, riding logs, and became pleased with him and gave him a responsible position. He put him in charge of the business where he was; then he took him into the office and made him book-keeper.

Q. When did General Fuller cease to have any connection with the company?—A. He has had nothing to do with the management of the company for the last three or four years.

Q. Does he have any active connection with it now?—A. No, sir; not for three or four years.

Q. And he never has had any active connection with it?—A. No, sir.

Q. Is General Fuller still a stockholder?—A. I understand that he is still a stockholder in that company.

Q. To a large amount?—A. I do not recollect to what amount. He always has held some stock, and the books show that he has some of the stock of that company.

Q. Do you or not consider him a large stockholder?—A. No, sir; I do not.

Q. Several years ago, or less, you have stated that he employed Mr. Gregory, and that Mr. Gregory was his protégé. Go on with your statement about Mr. Gregory.—A. Mr. Gregory came into the office of the Superior Lumber Company and remained with us in the office two or three years, I do not recollect just how long, and when the Ashland National Bank was organized Mr. Gregory went in there as cashier. That was in 1883. He left us in the fall of 1883. He was in our office about a year when he went into the bank, and was in the bank as cashier of the Ashland National Bank up to the time of his appointment as Indian agent.

Q. Did you recommend him for that appointment as Indian agent?—A. Yes, sir.

Q. Through whom, and under what circumstances did he obtain the appointment?—A. I do not know as to that. All I did was to recommend him for the place.

Q. Orally or in writing?—A. I think I did both.

Q. To whom?—A. I talked with Colonel Vilas about his appointment.

Q. Did you ask Mr. Vilas orally to get him appointed?—A. Yes, sir; certainly I did.

Q. Did you recommend him in writing?—A. I do not recollect whether I did or not; I should have very cheerfully done so.

Q. I understand that; but I want your best recollection as to the facts?—A. I can not recollect now whether I did or not, but I recommended him for the office.

Q. State who the principal stockholders are in the Ashland National Bank?—A. There are a good many of them; I can not state.

Q. Well, as to yourself; how large a stockholder are you?—A. I own just \$1,000 of stock. I had just \$1,000 of stock in that bank from its organization up to last summer, when I purchased four thousand more.

Q. What is the capital stock?—A. The capital stock is \$50,000, paid in.

Q. Who were the other principal stockholders?—A. There are a good many of them; Dr. Ellis, Thomas Bardon, Sam. S. Fifield, Newton I. Willey, Dr. George W. Harrison—well, there are a great many of them.

Q. How intimately are the stockholders in the bank intermingled with the stockholders in the Superior Lumber Company?—A. No stockholder of the Superior Lumber Company has any stock in that bank except myself.

Q. Mr. Rust has no stock?—A. No, sir.

Q. Has any brother of yours stock in the bank?—A. Yes, my brother has some stock in the bank, but not so much as I have. He and I had \$1,000 each.

Q But your brother has none in the Superior Lumber Company?—
A. No, sir; he never had any in that company.

Q. Now state about Mr. Kennedy, when he first became connected with the Superior Lumber Company.—A. Mr. Kennedy became connected with the Superior Lumber Company, I think, in 1881 or 1882.

Q. What was his first connection with it; what was his position called?—A. Just the same as now.

Q. He became superintendent then?—A. Yes, sir; that is his designated position in the company.

Q. And has he been the active superintendent as distinguished from the business manager?—A. Well, Mr. Kennedy's business is to superintend the running of the mill, to keep the factory in order, to see to the piling of the lumber and the manufacturing of it correctly, that the booms are well managed; and the labor is entirely under his supervision, wherever there is any labor or machinery or anything of that kind.

Q. Does he give substantially his whole time to the business of the Superior Lumber Company?—A. He gives the most of his time to the business of the company. He has some other business that he engages in.

Q. Did you ever have any conversation with him about contracts for timber with the Indians on the Bad River Reservation?—A. No, sir; nothing about any contracts. I never saw one of those contracts until during Agent Durfee's administration. Agent Durfee showed me one of them some time during 1882 or 1883 or along there, and that was the only time I ever saw one of those contracts.

Q. Did you never have any conversation until recently with Mr. Kennedy about contracts with the Indians on those reservations for their timber; did you never have any conversation with him about such contracts?—A. I took probably a wrong impression of your question. I have had talk with Mr. Kennedy on several occasions in respect to his engaging in that business; but if you mean that I had any conversation with him in respect to making any of those contracts, I never have; I do not know what contracts he made.

Q. I mean exactly what you said last, whether you ever had had any conversation with him in reference to the business?—A. No, sir; I never did.

Q. You have said you did have conversation with him in reference to his engaging in the business and making timber contracts with the Indians on the Bad River Reservation?—A. Yes; I had conversation with him in respect to his engaging in that business.

Q. State when you had the first one.—A. In 1884 Mr. Kennedy tendered his resignation to me in writing, and gave as his reason that he had a very large family, some ten or eleven children, and that he could not support his family on the salary the company was paying him, and could do a great deal better by engaging in some outside business. I did not want Mr. Kennedy to leave the company, as it would be very difficult for me to replace him. He is a very valuable man; one of the most efficient men in his knowledge of the business of machinery, and it would have placed me in a very bad situation if he had left. I dissuaded him at that time from leaving. I was in bad health and have been for a number of years. I told him how I would be fixed if he should leave the company, and that I hoped something would turn up by which he would be justified in staying; that I would try and get an increase of his salary, and I got him to suspend the matter at that time. In 1885 he came to me some time during the fall, early in the fall, and told me that he was going into the business of buying logs or engaging in some

business of that kind, and asked me if I had any objection to it. I told him I had none in the world so long as he looked after the affairs of the company, and I thought he could do that. We had substantially the same talk then that we had before. He told me then that at the stockholders' meeting in December following he wanted to be relieved from his connection with the company. I told him that he could go on in this business. I did not know then where he was going to buy his logs from; he did not tell me. I paid no further attention to it, only of course I knew in a general way that he was later in the season buying logs cut from the Bay River Reservation. Now, that constitutes substantially all the talk I ever had with Mr. Kennedy upon the subject, excepting that again in the winter of 1885-'86, when the newspapers referred to his being in the business of purchasing logs cut from the Indian reservation, he came to me and wanted to be relieved immediately from the business of the company; he said that the newspapers were talking about it, and he wanted to get out of the company. I insisted upon his remaining, as I was going away to be gone all the winter, and in fact I did not know how I could replace him. That constitutes substantially all the talk I have had with Mr. Kennedy in respect to this matter until within the last month.

Q. And you say that neither you, the Superior Lumber Company, or any person connected with it besides Kennedy, had any interest in Kennedy's contracts with the Indians on the Bad River Reservation?—A. None whatever.

Q. Had you, or had the Superior Lumber Company, any interest in any other of the Indian contracts with Dobie & Stratton, or any one else on the reservations?—A. No, sir; those reservations are away off from us.

Q. I mean any other contracts on the Bad River Reservation?—A. No, sir. We never owned a log or had any interest in the lumber manufactured therefrom, cut on an Indian reservation.

Q. As you have stated, it was the intention, which was carried out, not to have the Superior Lumber Company or any of its officers have anything to do with any of these Indian contracts?—A. Yes, sir; and I never did have.

Q. When you examined into these letters that you put into the record, signed the Superior Lumber Company, did you or not ascertain that they were written on the headed letter sheets of the Superior Lumber Company?—A. I did not; I only know that from what they told me here.

Q. Do you now understand they were?—A. I only know that from what some gentleman here in the city has told me. I never saw the letters, and Mr. Kennedy never saw the letters. The clerk said that he supposed that he wrote them on the letter-heads; I recollect that.

Q. I will read what purports to be the letter head of those letters: "W. A. Rust, president. Gang-sawed lumber. John Knight, secretary and treasurer. Sash, doors, blinds, moldings, scroll-work, all kinds of wood-turning, lumber, laths, shingles, pickets, strips, building-paper, flooring, siding, etc. Machine-shop; mill-machinery made and repaired on shortest notice. Superior Lumber Company." Is that the language substantially of your letter-head?—A. Yes, sir.

Q. And you have no reason to doubt that those two letters were written on that letter-head from what you have learned?—A. Well, I think so.

Q. You have stated that Mr. Denomie has misstated in his testimony. You have contradicted his testimony quite freely in your testimony,

and have said that he could not possibly have seen any lumber from the Indian reservations in the Superior Lumber Company's mill?—A. No, sir; I did not say that he could not possibly do it, but I said that it was not probable that he did.

Q. As a matter of fact you admit that there was sawed there, as you have learned, one lot of logs. Do you think it is improbable that Denomie saw some of the logs that went to make up that million feet that belonged to McLaren & Sprague, of Toledo?—A. I think it is very improbable.

Q. If he did see that lot of logs that was sawed there he stated the truth when he said he had seen logs sawed at the mill from that reservation?—A. He said he saw them there every year. Those logs went through our mill in a period not exceeding ten days from the time they were started down until they were sawed up, and it is probable they were run through in a week. That was the only time any of those logs ever went through the Superior Lumber Company's mill, so that it is absolutely untrue that he has seen it more than once.

Q. Was it unnatural, do you think, that he should suppose that Mr. Kennedy was logging for the Superior Lumber Company?—A. There is nothing very unnatural for that fellow to do if he feels like doing it.

Q. Was it unnatural?—A. I can not give the reason or logic of the thing; I leave that to others.

Q. I will read from his testimony on page 512 of the record, where Denomie is questioned by Senator Blackburn, as follows:

Q. Has Kennedy for three years past had authority to buy any timber for the Superior Lumber Company on that reservation?—A. I want to say something, because it bothers me; I do not understand half what you say. If I could understand I could answer, but I do not understand.

Q. I see that you do not; I see the trouble that you have.—A. It is pretty well mixed there. Kennedy is the superintendent of that company. Outside of the reservation everything goes by the name of the Superior Lumber Company, but inside of the reservation it comes in Kennedy's name, probably because it is—

Q. Because it is what? Go on and finish your sentence.—A. That is all.

By the CHAIRMAN:

Q. Have you ever had any dealings with the Superior Lumber Company through Kennedy?—A. That is all I have had.

Q. Is he the only man you dealt with?—A. Yes, sir; for the last three years.

Q. And when you have done business with him do you know whether he has been doing it on his own account or for the company, do you?—A. No, sir.

Is that a pretty fair statement of the situation?

The WITNESS. Do you want me to state whether his statements there are true or not?

The CHAIRMAN. I want you to state if that is not a fair description of the situation as it would appear to Denomie?

The WITNESS. I do not know how it appears to such a fellow as that; that is another thing.

Q. Well, I will state to you myself. We have Kennedy, an active superintendent of the Superior Lumber Company; we have him going upon the reservation and making contracts with the Indians, who know him to be the superintendent of the Superior Lumber Company. Is there anything unnatural in the Indians supposing that he is making those contracts for the Superior Lumber Company?—A. I shall not pretend to say what those Indians would be likely to think or not think.

Q. As a matter of fact he was and is the known, active superintendent of the Superior Lumber Company, and also engaged in making contracts with Indians on the Bad River Reservation?—A. There is no such office as "active superintendent" of the Superior Lumber Company.

Q. Well, passive superintendent?—A. Nor passive superintendent. There is such a thing as superintendent.

Q. Is he not acting?—A. Yes, sir; he is acting, but we do not call it "acting superintendent" of the Superior Lumber Company.

Q. You do not put the name of "acting superintendent" to his position?—A. No, sir.

Q. Was he not and is he not the active superintendent of the Superior Lumber Company, and also engaged in making timber contracts with the Indians on the reservation?—A. I do not know anything about his contracts with the Indians on the reservation. He was and has been in the employ of the Superior Lumber Company just as I have heretofore stated, and his position is designated as superintendent of that company.

Q. Do you mean to say that you do not know that he is engaged in making timber contracts with the Indians on the reservation?—A. I only know from what I have heard stated.

Q. Do you not know from him?—A. Yes, I have heard him state that he was, but so far as connected with his business I know nothing about it.

Q. Has he been in the habit of purchasing lands with timber on them for your company?—A. No, sir.

Q. Has he been in the habit of purchasing timber on the stump, making stumpage contracts for your company?—A. No, sir.

Q. Has he been in the habit of buying logs in the Ashland market for the Superior Lumber Company?—A. No, sir.

Q. Has he been in the habit of selling sawed lumber for the company?—A. No, sir; I have another man to do that. Of course Kennedy has sold lumber at times, but that is not his business; that is my business.

Q. It is your business to do all those things I have asked about in connection with Kennedy, is it?—A. Yes, sir; I explained what Kennedy's business was.

Q. Has Kennedy ever bought timber land for you?—A. No, sir; on no occasion.

Q. Has the Superior Lumber Company bought and sold logs and re-sold them; bought trees, felled and unfelled; has it been in the habit of doing that?—A. We have been in the habit of buying timber lands and cutting the timber off ourselves; that is what we do.

Q. Has your usual course been to buy the land with the timber, or buy stumpage?—A. Just as we can do it. We have always bought the land in all cases, I think, except in the case of the purchase from the Wisconsin Central Railroad Company, when we bought the trees.

Q. How large a purchase was that from the Wisconsin Central Railroad Company?—A. I told you that I could not recollect the number of acres of land it covered. We paid about \$55,000.

Q. How did you make that payment, by paying stumpage?—A. No, sir; we paid it in money, in cash. My recollection is those payments were cash \$25,000 and the balance in \$5,000 instalments every six months; that is my recollection.

Q. It was a round sum that you paid?—A. Yes, sir.

Q. Not based upon the number of thousand feet?—A. No, sir; we bought it in the lump; I made the purchase myself.

Q. Is the lumber which is handled at Ashland all pine lumber?—A. Nearly all of it; sometimes there may be a little lot of hemlock.

Q. Is there no hard wood lumber being handled in that part of the State?—A. No, sir; except we handle some through our factory for our

factory purposes. We buy it down upon the railroad lines centering at Ashland.

Q. What kind of hard-wood?—A. We buy oak, cherry, birch, and maple.

Q. Give the committee some idea of the extent of the valuable hard-wood trees in that section of the State; whether they are now valuable or are becoming valuable or not.—A. There is no intrinsic value to them now; that is to say, there is no value to them now which can be realized upon. I consider it valuable timber, but the developments of the business have not progressed far enough up our way to make it, I think, a profitable business.

Q. Are there hard-wood forests separate from pine wood forests, or is the hard wood mixed with the pine? Describe it generally.—A. In our section of the country the most of the pine lands are mixed in with hard-woods, with birch and maple; there is very little oak in that country; none of any consequence.

Q. Is that birch and maple of value?—A. Yes, sir.

Q. Is it cut when the pine is?—A. No, sir; that is always left.

Q. Is it of value after it is left there with the pine cleared off?—A. If it is burned it is not.

Q. And it is very liable to burn?—A. Yes, sir. It is valuable, or will be sometime or other when the time comes that it can be manufactured profitably there.

Q. If the débris left from cutting the pine burns over, does it kill the hard wood usually?—A. Yes, sir; it is very likely to kill everything.

Q. And in that event what is left of the land is valueless?—A. Yes, sir. We try to cut everything off when we cut our lands—everything of value.

Q. Then you do cut the hard wood if it is of value?—A. There is not enough to make it worth while, and we let it go.

Q. What is the land worth in that section of the State when the pine timber is cut off?—A. It is of no particular value.

Q. Do you hold it at any value in the assets of your company?—A. Yes, sir; on our books all of our lands are valued according to the pine that is on them.

Q. And after they are cleared do you strike them off the books as valueless?—A. No, sir. The way they got on to our books is this: On the register of our lands we note when it is cut and the extent of the cutting, but on the books of the company there is a pine land account, and where so many million feet of logs are cut it is charged up with the stumpage, with the logging that was cut out during that logging operation, what it costs us, and the pine land is credited with it, and that is the end of it.

Q. As a matter of fact do you value them?—A. Yes, sir. A great many lumbermen do not, but I do.

Q. Give some idea to the committee as to what their value is, whether merely nominal or what.—A. It is merely nominal; there is no market value at all.

Q. What would you sell or give for 1,000 acres of such land?—A. I would not want to buy it, and would not care to sell it. There would be nobody to buy it.

Q. Its value really is almost nominal?—A. Yes, sir; I think so. I reckon some day those lands will be valuable; my policy is to hold on to them.

Q. Is it not valuable for settlement, to clear, till, and farm?—A. It costs so much to clear those lands up that it is going to be a long time

before they are subdved enough to make it profitable as an agricultural district. The soil is good, I think, generally.

Q. Is not the soil thin and rocky?—A. The soil is a clay soil; it is generally good.

Q. I am speaking now of the general run of pine land.—A. There is a great difference in pine lands in the character of the soil. Some of this pine timber grows on clay lands and some on sandy lands; its most abundant growth is on sandy lands.

Q. Make a discrimination and take that land. What is the prospective value of that for farms which is on sandy soil?—A. I do not think it has any.

Q. The State would have to be pretty thickly settled before those lands would be taken for farms?—A. Yes, sir.

Q. Now as to the clay lands?—A. The clay lands produce well up there.

Q. Are they or not being settled on and converted into farms?—A. No, sir; not much.

Q. Then I understand you that the cleared pine lands there have only a nominal and prospective value, and are lying substantially useless?—A. Yes, sir.

Q. Does that remark apply to a great many thousand acres of land in the northern part of Wisconsin?—A. Yes, sir.

Q. Take the Bad River Reservation; have you been over that any?—A. I have been through it only on the railroad. I have been up the river for a couple of miles, probably, and that was as much as ten years ago, I guess, at what they call the Gardens there, or Odanah.

Q. Give me the value of the lands around Odanah for farms?—A. All there is at Odanah is some meadow lands, low lands which have been cleared up, and they are very rich, a few hundred acres; I do not believe there is to exceed 250 acres if it was cleared.

Q. Is all the rest of that reservation pine land?—A. No, sir; there is but very little pine. Of course I have extensive information in respect to the pine timber in that northern country. I have had men out looking those lands over, and I have had information derived in that way from men who are known as "pine land lookers." I have heard them describe the reservation at Bad River, and I do not think there is a great deal of timber on the reservation and never has been.

By Senator FAULKNER:

Q. What is the character of that timber?—A. It is mostly birch and maple on that reservation.

Q. Are there not particular characteristics about the pine on that reservation?—A. Yes; it is of poor quality. They are attractive logs to sell, but not to manufacture.

By the CHAIRMAN:

Q. What makes them attractive to sell?—A. They are nice-looking logs and are large, many of them. There is such a percentage of them that are large and that look well in the water that they are sold mostly to men who have yards where they send this lumber for distribution in the agricultural districts from distributing points; the same men do not generally buy them a second time. The trouble about the Bad River logs is this, and I have stood in the mills and seen a great many of them go through and looked at them: They are affected by "shake," which is one of the most serious troubles we find in pine timber, and they open up in what we call "black knots."

Q. Where do you find those logs to be inferior to logs from other pine lands in that vicinity?—A. Pine timber has characteristics peculiar to itself in different localities, very decided characteristics.

Q. You know the lands at the Fond du Lac Reservation, which is still further west?—A. No, sir; I do not know anything about them; I have never been there.

Q. You know nothing about the Fond du Lac timber there?—No, sir; I do not know anything about that at all.

Q. Is there much timber right on the shore of Lake Superior, at Ashland and around about there?—A. Yes, sir.

Q. Does it extend around on the north or west side of the lake?—A. On the Minnesota or Canada side? No, sir; there is not much on that side. There is considerable timber in Minnesota from Duluth east for 150 miles; there is more or less pine timber along that coast.

Q. Going from Ashland directly east, right along the shore of the lake, what is the topography of that country—rolling or rocky?—A. It is very rough and broken.

Q. Is it covered with timber?—A. No, sir; there is not much timber along there.

Q. How far east do you go before you strike the Menominee region?—A. The Menominee region is on Green Bay.

Q. How far is that?—A. Green Bay is on Lake Michigan.

Q. Then it is a long ways?—A. Yes, sir.

Q. Are you familiar with timber in that part of the State?—A. No, sir; I am not, only from what lumbermen have told me about it; I never have seen any of it to examine it.

Q. Will you tell me something about the prices in this connection? Please state what you have been in the habit of paying for pine logs?—A. We have not bought any logs except little lots, so small and insignificant that I never have charged my mind with it. The lot of logs I sold to the Superior Lumber Company in 1881 or 1882, I think I got \$8 a thousand for, delivered at the mill, but the same logs now would not bring over \$6 a thousand.

Q. They were worth more then than now?—A. Yes, sir; I got on the average \$4 a thousand more for our lumber then than now.

Q. If you can, tell us anything about the market price of pine logs, grading them as you choose and grading them at Ashland?—A. That is a very difficult question to answer, for this reason, that the price of the logs would depend entirely on their character. If you were to ask me what we call Bay Shore logs are worth, or what Fish Creek logs are worth, or what White River logs are worth, or Bad River logs are worth, I could give an answer based upon knowledge.

Q. That is precisely what I would like you to tell me, grading and describing the logs yourself and giving the fair market price in each case?—A. What we call Bay Shore logs I should say are worth about \$6 a thousand; that is as much I want to pay for them. Bay Shore logs are logs taken from the west side of Chequamegon Bay, up around Bayfield and amongst the islands.

Q. And they are rafted to Ashland to the mill?—A. Yes, sir. I mean averaging those logs right through. Of course you can select logs out of them that would bring \$8 or \$9, and there might be some that would bring \$10, but very few. But I am taking the log on the average as they come from that district.

Q. You must give a maximum and a minimum to give us the average?—A. I am giving an average; that is all they are worth.

Q. Take the next place you spoke of?—A. The Fish Creek logs would be worth \$8 a thousand; they are the best logs we get.

Q. The prices you name are independent of the expense of getting them?—A. Yes, sir; delivered at the booms at Ashland.

Q. That is what they are worth without regard to what they cost?—A. Yes, sir.

Q. Those, you say, are the best logs you get?—A. Yes, sir; they are. The White River logs will bring more money than the Fish Creek logs, selling them to strangers, but they would not bring more with any one who knows the logs. I would rather have logs coming from Fish Creek than those coming from White River. I have known those White River logs to sell right straight through, a lot of them, as high as \$9, but they are not worth as much money as that; they would not bring to exceed \$8 now.

Q. Take the others that you mentioned.—A. The Bad River logs, take them as an average, I should say \$7 a thousand would be all I would pay for them if I needed logs. Seven dollars a thousand is all I would pay for them delivered at our mill. I should say they would sell to persons who do not know them as well as I do at from 50 cents to \$1 a thousand more than I would pay for them. I have known them to be sold in that way because they have an attractive appearance, and will sell for really more than they are worth. But those logs have generally been purchased by strangers; persons from Toledo, Buffalo, Chicago, and all around.

Q. Is there another class of logs that find a market in Ashland that you can give the ruling prices of?—A. Those are about all the logs we get there.

Q. Now, state what your charge is for sawing logs.—A. We do not do that business at all. The mill-owners in Ashland came to my office last winter, just before I started for California, and wanted to enter into an arrangement for the price of sawing this season. I told them they might do whatever they pleased about it; that it would make no difference with us, as we did not cut them for any other people. What they agreed upon as the price of sawing this season I do not know. The other mills all have to get their sawing from persons who own logs, as they do not own any timber. I understand, though (I heard a Bayfield mill-owner who was to go into this combination say), that they cut the price down to \$2.50 or \$2.75 a thousand, I think.

Q. What are the highest and the lowest prices you have known for sawing there?—A. Well, \$3 a thousand. We sawed a little lot for some Saginaw parties last summer, about 700,000 feet. We sawed that in a particular manner, and they paid us \$3.35 or \$3.50 a thousand feet, and we ran them through our thin saws and made stock sizes. Stock boards are of inch lumber, and dimension is 2-inch. That is used in framing. This was used for a special purpose, was cut an inch and a quarter thick, and required great care. But \$2.75 is about the average price that they pay. Some years they pay \$2.50 or \$2.75, and sometimes it has been \$3; but it has not been \$3 lately.

Q. Now tell the committee in what direction the boards sawed at Ashland find a market.—A. They go to Chicago, Buffalo, Toledo, and into Kansas, Nebraska, Iowa, and Colorado.

Q. They are shipped by rail and water both?—A. Yes, sir.

Q. Which takes the largest shipment, the railroad or water transportation?—A. I think there is more shipped by water than by rail from Ashland.

Q. There is not far from an equal division of shipment?—A. There

has not been lately, because transportation on the lakes has been so high that it has driven shipments by water away; we did not ship any on the lake last year.

Q. Ordinarily have you sent twice as much by water as by rail?—A. Ordinarily it has been about the same.

Q. Are the boards that are sawed at the Ashland mills bought there or are they sent away by the owners to other places?—A. They are sold elsewhere. There is not much of a local market there. We may sell a million or two of feet; we did last year. But the amount of lumber sold in the local market there is not much.

Q. Is there a market price for sawing lumber there?—A. We make our own price; we never have had any combination about the price ourselves.

Q. People do come there and buy lumber and take it away at their own expense?—A. Oh, yes; people who come there from the outside.

Q. Tell what the market price of sawed lumber there is.—A. That is difficult to do. There are more than one hundred grades of this lumber of different prices. I can tell you about what the average price of lumber is.

Q. An average price running up and down, up fifty grades and down fifty grades, would not give much idea.—A. We get our averages at the end of the year; that is the way we get the average price of lumber, by going over the books and taking all we have sold and getting the average.

Q. Well, give us an average of that kind.—A. The average price for lumber last year, received generally by mill-owners, was \$12 a thousand.

Q. That was the average price at Ashland?—A. Yes, sir.

Q. Now give, as well as you can, some of the prices of different kinds and quality of lumber; for instance, Agent Gregory spoke of "deals" for shipment and other kinds of lumber.—A. That is the class of lumber that goes to Europe.

Q. The price of lumber of that sort is quite high, is it not?—A. Yes, sir.

Q. How high, for instance?—A. No. 1 deal is worth, on board the vessel at Ashland, about \$36 a thousand; No. 2 is worth about \$18 a thousand, and No. 3 is worth about \$10 a thousand.

Q. That is the lowest?—A. I believe they have a grade lower than that; but I never have seen any.

Q. I want to put on record here what "deal" is?—A. "Deal" is prepared for the English market. It is nothing in the world but a 3-inch plank, and they must average a certain width.

Q. What is the average width?—A. I think about 10 inches.

Q. It is narrow?—A. Yes, sir; it must average that though; and then they want such a percentage of that of certain widths and so on.

Q. Is the thickness uniformly 3 inches?—A. Yes, sir; all deal are 3-inch timber, I so understand.

Q. Varying in width and length?—A. Yes, sir. Very little of it is manufactured in this country. We have shipped as much as 500,000 or 600,000 feet a season, but we have not for the last two seasons shipped any of it. One year we shipped 1,000,000 feet.

Q. What other special kinds of lumber besides deal can you give the prices of?—A. They run from \$4 a thousand up.

Q. What can you buy at \$4 a thousand?—A. No. 4 boards. No. 3 boards are worth there, now, about \$7, I think. We have to have a price-list.

Q. Are those price-lists printed?—A. Yes, sir.

Q. Will you please send one of them to the committee?—A. I will do so. I generally carry one around with me, but I do not find one among my papers here. No. 2 boards are bringing \$10 a thousand, according to my recollection, and No. 1 boards about \$11 a thousand. Dimension is worth about \$9.50 a thousand.

Q. Describe the dimension lumber.—A. Dimension is what you would call at the East, probably, scantling.

Q. What is the thickness of it?—A. It is all 2 inches thick.

Q. You do not mean all your boards are 2-inch boards?—A. Oh, no, sir; boards are only an inch thick.

Q. But this dimension lumber is 2 inches thick?—A. Yes, sir.

Q. What kind of logs will make No. 4 boards that can be sold at \$4 a thousand?—A. We cut some in every log that is cut. There is scarcely a log that we do not cut that kind of lumber out of it. That is graded into several grades from similar logs. I do not know how many grades they have now in the list and I may have overstated it when I said there were 100 grades of lumber, but I think you will find there are very nearly that number on the price-list.

Q. If you have any printed lists that you furnish to other people I would like to have one.—A. Very well, I will furnish a copy to you.

Q. You knew Agent Durfee?—A. Yes, sir.

Q. Where is he now?—A. In Ashland; he has a mill there.

Q. Is it the Union Lumber Company?—A. It was called that, but I think it is called now his own mill; I think it is called Durfee's mills. He is the company and is the sole owner of them, as I understand.

Q. What sort of an Indian agent was Mr. Durfee?—A. I regarded Mr. Durfee as a very honorable, honest man, and always did regard him so.

Q. Did you have any reason for asking a change of agent except that you wanted Mr. Gregory to have the place?—A. Well, his time had expired.

Q. Are Indian agents appointed for four years?—A. I understand so.

Q. You had no other reason for desiring a change except that you wanted Mr. Gregory to have the place?—A. That is all. I never had anything against Mr. Durfee. He is a good citizen. He is not much of a business man, I do not think, but he is an honorable, honest man.

Q. Do you know Mr. Heth, who was special agent up there?—A. I met him, that is all.

Q. Did he stay at your house while he was there?—A. I do not think he did.

Q. Are you positive that he did not?—A. Yes; he never staid at my house. I never saw the man but once, that is my recollection about it. I saw him at the time he was up there, but I do not think I saw him but once. You may have reference to another man who did stay at my house. Governor Robinson did stay at my house. He was suffering from some kidney trouble which afterwards killed him.

Q. He was a special agent of the Indian Office?—A. Yes, sir. There was but one hotel there in the city to go to, which was open, and I invited him to my house. Whether he was up there in relation to any of this business or not I do not know; I do not know what his business there was; that was some time ago.

Q. Mr. Kennedy transacted his business in connection with his contracts with Indians on the Bad River Reservation at the Superior Lumber Company's office, did he not?—A. He transacted it in his own office, which was in the same building.

Q. In his office as superintendent of the company?—A. Well, he has an office in the building, and has it to himself, and that is where he transacted his business.

Q. It is set apart to his use by the Superior Lumber Company?—A. Yes, sir.

Q. And he had authority to use the clerks of the company for his own business?—A. No, sir.

Q. What is the arrangement?—A. He employed Mr. Clark, one of the clerks there, to attend to his business for him. Mr. Clark spoke to me about it, and I told him I had no objection to his doing it at times when he had no other business to attend to.

Q. Do the men, Indians and others, who have had dealings with Kennedy, receive their pay at that office and through the clerks of the company?—A. I will not say they did not at the office, but not through the clerks of the company. The clerks of the company, quite a number of them, have nothing to do with this business.

Q. Well, through some clerk of the company?—A. I only spoke of Mr. Clark. I do not know whether he did it through the clerks' hands or not, but the business is not done there in our business office.

Q. I have been informed that orders for the payment of money in connection with these contracts have been given out by Kennedy and paid at the company's office. Are you prepared to say whether or not that is so?—A. I can not say whether that is so or not; I do not know that they have been paid. But as for any business being transacted there in that office by the Superior Lumber Company's employes generally, it is not true.

Q. Do you mean in a legal sense or as a matter of fact?—A. I mean as a matter of fact it is not true. I do not say that Mr. Clark never paid out any money for Mr. Kennedy; I do not know how that is; I can not say as to that; but Mr. Kennedy when he has any business of that kind to do does it in his own office.

Q. Has Kennedy done business anywhere else except in his own office, as you call it, in the company's building?—A. That is the place where I presume he has done all his business.

By Senator FAULKNER:

Q. The chairman has asked you in reference to the cost of lumber. I would like to know whether you can state to the committee the cost of logging, say, on the Bad River Reservation, and the matters that enter into the cost of logging?—A. The cost of logging depends very much upon the season and the condition of the topography of the country, the distance to haul, whether the streams are improved or unimproved, where their banking ground is, the length of their "tote," the roads, and a great many things of that kind. All those things enter into the question of the cost of putting in logs. We figure the average cost of putting in logs at about \$3 to \$3.25 a thousand in our country; that is about the average.

Q. What does that \$3 or \$3.25 a thousand include?—A. It includes the cost of putting the logs on the bank of the stream. We figure on the average cost of logging at \$3 to \$3.25, and I think that is what they do on the Chippewa and other places. Sometimes it will cost \$5 to put in logs, and sometimes it will not cost more than \$2. At other times I have had it cost me \$10 a thousand to do it. But those are not very frequent instances; they are caused by peculiar circumstances.

Q. State whether you are able to give us information as to what is the cost (and divide it so that we may understand it) in getting logs from the banks to the mill.

The WITNESS. You mean on the Bad River Reservation?

Senator FAULKNER. Yes.

The WITNESS. I should say that the average cost on that reservation of putting in logs would be from \$3 to \$3.25 a thousand; that is my opinion about it, and I base that upon my experience; that is the cost of banking them on the stream.

Q. Now I ask you the cost of getting them from the bank down to the mill?—A. Well, if the roll-ways have been put in right, the logs can be easily broken in the spring so that they will go off without much expense. It will cost about 50 cents a thousand to drive them from the banking ground to the boom; it will cost that much. I have had logs driven down through there from up on the White River, which empties into it, and from another stream which runs west towards Saint Paul, and which empties into the Bad River, and it will cost, after the logs are put on to the river, 50 cents a thousand to get them to the bank. At the boom it costs 75 cents a thousand to sort and raft them, and then 25 cents a thousand to tow them to the mills, that is on the bay; that makes \$1.50.

By the CHAIRMAN:

Q. About how many feet will a log such as you have been speaking of average?—A. I think the Bad River logs average five or six logs to the thousand feet; sometimes four, but six is about the average.

Q. It would cost 50 cents to roll five logs into the river and get them to the boom?—A. Yes, sir.

Q. Which would be about 10 cents apiece?—A. Yes, sir.

Q. And it would cost 10 to 12 cents a log to get them through the boom and make them up into rafts?—A. It costs 75 cents a thousand.

Q. Do you include in that 75 cents the charge of the Superior Lumber Company for the use of the boom?—A. We do not own it; it is owned by the Ashland Boom and Canal Company. That is what they charge. They take and assort the logs; they brail the logs; there are a lot of those logs that are brailed around and a tug hitches on to them and tows them around into Ashland.

Q. Does the Superior Lumber Company keep a store?—A. No, sir.

Q. Do you know whether Mr. Kennedy has ever given any orders for money or merchandise on your company in connection with his own logging operations?—A. I do not think he has. It is possible that he may have taken part out of our warehouse, because all our employés are allowed to have flour and whatever we have in there. It is possible that he may sometimes have taken from the company flour, pork, or something of that kind.

Q. I thought you said he did not have a store?—A. We do not; we just have a warehouse. We do not keep any store; the place where we keep goods is locked up all the time.

Q. What class of goods do you keep and why do you keep them?—

A. We keep them for our men and for the use of our company; we feed our employés when in the woods or at the rafting grounds.

Q. Then you keep a large warehouse with a variety of supplies in it?—A. No, sir; we do not keep a variety of supplies; we only keep a few things in there for our own use, such as flour, pork, mess beef, tea, sugar, and such things in bulk.

Q. Can you state whether Mr. Kennedy in any of his private logging operations has or not issued supplies to Indians and others from this warehouse?—A. No, sir; he never issued any to Indians. He may have taken some out of there himself and sent them out on the reservation;

I do not know whether he has or not. I have a man whose business it is to look after that part of the business. Whether Mr. Kennedy ever got any supplies out of there or not I can not say.

Q. You can not say that he has not?—A. No, sir; I can not.

Q. If he had wanted supplies from your warehouse for the purposes of his lumbering business and had accounted for them you would have let him have them, I suppose?—A. As a matter of accommodation we would, or to any other lumberman. We often let them have supplies as an accommodation when they get out of food, flour, pork, and so on; they come to us and we let them have it as an accommodation, but we do not keep those things for sale at all.

The select committee then adjourned to meet again at the call of the chairman.

UNITED STATES SENATE,
SELECT COMMITTEE ON INDIAN TRADERS, FIFTIETH CONGRESS,
Washington, D. C., May 31, 1888.

DEAR SIR: I have to request that you will furnish this committee with:

(1) A copy of any report of any inspector or special agent of the Department or Indian Office who may have investigated the conduct of affairs within the La Pointe Agency since the investigation by this committee was commenced.

(2) Copies of any reports or statements showing any settlements made with the Indians under the direction of the agent on account of timber operations during the last winter.

(3) A statement showing any action taken by the Department or the Indian Office, not heretofore communicated to the committee, concerning past or future allotments of land to the Indians in severalty, or concerning timber contracts which have involved the cutting of timber during the last winter.

Yours, very truly,

WM. E. CHANDLER.

Hon. WILLIAM F. VILAS,
Secretary of the Interior, etc.

DEPARTMENT OF THE INTERIOR,
Washington, June 8, 1888.

SIR: I have the honor to acknowledge receipt of your communication of the 31st ultimo, requesting that your committee be furnished with copies of certain reports and statements of information therein indicated, relating to the affairs of the La Pointe Indian Agency, if such be on file or of record in this Department or in the Indian Office.

In response thereto I have the honor to transmit herewith a copy of a communication of the 5th instant from the Commissioner of Indian Affairs, with its accompanying papers, replying to so much of your request as pertains to his office.

I also inclose herewith copy of a report of investigation made by T. D. Marcum, United States Indian inspector, under instructions of this Department, of March 13, 1888 (copy herewith annexed), into the conduct, management, and condition of the logging operations on the several reservations attached to that agency, and in the matter of allotment of lands in severalty to the Indians residing thereon.

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

WM. F. VILAS,
Secretary.

Hon. WILLIAM E. CHANDLER,
Chairman Select Committee on Indian Traders, United States Senate.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, June 5, 1888.

SIR: In reply to the inclosed communication of the 31st ultimo, addressed to you by the chairman of the Senate Select Committee on Indian Traders, and referred to this office for report, I have the honor to state:

(1) There is no report of any investigation had by an inspector of the Department into the conduct of affairs within the La Pointe Agency, Wis., since the com-

mencement of the Senate investigation, on file in this office, and that no investigation has been had by any special agent of this office.

(2) No reports or statements showing any settlements made with the Indians, under the direction of the agent, on account of lumber operations during the last winter, have hitherto reached this office.

(3) No action not heretofore communicated to the committee has been taken by this office concerning past or future allotments of land to the Indians of the La Pointe Agency, or in regard to the timber contracts, involving the cutting of timber during the last winter, except as appears by the inclosed copies of telegrams sent to Agent Gregory, on the 21st and 23d April last, relative to the charges for scaling and the driving of logs to the booms; and, except also, that the usual preliminary examination of the contracts has been had, such examination involving the verification of title, amount of consideration, and details of form and execution, etc.

Very respectfully, your obedient servant,

A. B. UPSHAW,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

[Copy.—Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 21, 1888.

To GREGORY,
Agent, Ashland, Wis. :

Reported here that 10 cents scalage is being charged on logs. This is too much; but 6 cents should be allowed.

J. D. C. ATKINS,
Commissioner.

[Copy.—Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 21, 1888.

To GREGORY,
Agent, Ashland, Wis. :

By direction of the Secretary you will not permit the driving or removal of any logs until contracts are approved, and complete settlement and payment is made to Indians.

J. D. C. ATKINS,
Commissioner.

[Copy.—Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 23, 1888.

To GREGORY,
Agent, Ashland, Wis. :

By direction of the Secretary my order of 21st is modified so that logs may be driven at once to the booms if you are satisfied that payment for them is perfectly secure. Department will not undertake to control the character of the labor to be used in driving the logs.

J. D. C. ATKINS,
Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, March 13, 1888.

T. D. MARCUM, Esq.,
U. S. Indian Inspector, Washington, D. C. :

SIR: You will proceed to Ashland, Wis., leaving Washington at once, to-day, and there visit the several Indian reservations called Bad River, Lac Court d'Orielles, Flambeau, and Fond du Lac, going first to the Lac Court d'Orielles Reservation. You are furnished accompanying this a copy of a communication from the chairman of

the Select Committee on Indian Traders of the United States Senate to me, dated the 12th of March, and with such papers and information as are possessed by the Department or the Commissioner of Indian Affairs on the subject to which said communication relates. Among these will be found copy of the instructions to the agent, containing the regulations for the conduct of the logging operations of the Indians on these reservations, also copies of the forms of contracts, bonds, etc., prescribed for the purpose.

You will carefully inquire into the manner in which logging operations are being conducted on each of the said reservations, making special inquiry in regard to the subject herein named in the communication of the chairman of the Senate committee referred to, not limiting your inquiries, however, to those, but embracing every point which may be of interest or importance in connection with the subject. Some particular matters of complaint will be found mentioned in the accompanying communications from the Commissioner of Indian Affairs of February 17 (with eleven inclosures) and March 1, 1888.

If you find the regulations of the Department in any essential particular to be violated or disregarded, or if you find that upon any reservation there is an excessive amount of logging in progress threatening the rapid consumption of the property of the Indians, you will direct its immediate cessation; and if there be any doubt on those points, you will at once suspend the further cutting of timber trees until a careful and particular inquiry can be made and the truth ascertained. On this point the prudent course will be to interrupt the cutting of the trees (without suspending other logging operations to protect those already cut) unless it be reasonably clear that no occasion for such course exists. Immediately upon taking any such action you will inform the Department by telegraph, and also of any matter which you think requires immediate advice or direction from the Department.

Communication by wire being now interrupted, it is impossible for the Department to suspend at present any cutting. When that communication shall be resumed, if before you are able to ascertain the facts so as to take action yourself, the Department may suspend the cutting by telegraphic orders to the agency. If that shall be done, you will be able to advise the Department if in any instance the suspension should be revoked in order to prevent injustice to those concerned or injury to the interests of the Indians, and proper instructions will be, in that case, furnished.

Having made as rapid an examination and direction of affairs at the Lac Court d'Orielles Reservation as may be possible, you will proceed to the others and dispose of them in a similar manner, subsequently retracing your steps if some special further inquiry shall prove to be necessary; the object being to make at the earliest possible date such disposition as shall prevent injury. Of course you will pursue your inquiries off, as well as on, the reservations, as may be necessary.

It is charged by the Indians in some papers presented to the Indian Office that the special agent appointed to co-operate with the local agent in making allotments of land to Indians on the reservations referred to does not point out to the Indians the lands which are allotted to them. This matter should also be investigated by you. It is specially intended that you shall investigate as to the fairness of the prices agreed to be paid to the Indians for the logs cut from their allotments under contracts made with them during the present logging season; whether the cost of scaling and other expenses charged up against the contract price are fair and reasonable, and whether the money paid to and received by the Indians is the full value of their logs, after all proper expenses are deducted; and how it compares with the past.

Upon completion of these duties you will return to Washington and make your report, returning therewith all papers which have been furnished you in the matter; after which you will complete the work upon which you are now engaged.

Very respectfully,

WM. F. VILAS,
Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, July 12, 1888.

The Chairman Select Committee on Indian
Traders, United States Senate:

SIR: Referring to Department letter of June 8 last, transmitting, for the use of the committee, in compliance with its request, copy of report of Inspector T. D. Marcum, made under instructions of this Department into the conduct, management, and condition of the logging operations, etc., on the several reservations attached to the La Pointe Indian Agency, Wisconsin, I now have the honor to transmit herewith copy of the voluminous testimony and documents which were received in this Department with that report.

Very respectfully,

WM. F. VILAS,
Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 12, 1888.

SIR. I herewith inclose copies of the papers accompanying Inspector Marcum's report of his investigation of logging operations upon the several Indian reservations within the jurisdiction of the La Pointe Agency, Wis., called for by the Select Committee of the Senate on Indian Traders, in letter of Hon. Charles J. Faulkner, dated the 3d instant, received by the Department reference, and therewith returned.

Very respectfully, your obedient servant,

A. B. UPSHAW,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

WASHINGTON, D. C., May 22, 1888.

SIR: In compliance with Department instructions of March 13 and 14, 1888, I proceeded to La Pointe Agency, Wis., and investigated the matters therein referred to, and most respectfully submit the following as my report thereof, together with the testimony of various witnesses taken in connection therewith, and other papers pertaining or relating thereto.

CONTRACTS AND REGULATIONS.

It is shown by the testimony that those provisions of the contract—form prescribed by the Indian Office—in respect to the quantity of timber authorized to be sold, and what was necessary to make the contract binding, have been disregarded by Indians, contractors, and loggers, and consented to by the agent in charge of said reservations. It is also shown that the instruction of the Indian Office prohibiting the employment of white labor to log on said reservations, except as therein provided, and prohibiting the sale of the timber, stumpage, have been disregarded with the sanction of agents in charge of said agency. These violations of the conditions of the contracts and requirements of the instructions, as aforesaid, began in 1883, and have continued each succeeding year. The testimony discloses the fact, which is admitted by the agents, that the Indians, with few exceptions, do not cut and bank their timber as stipulated in the contracts; that the work is done by the parties contracting for the timber, the Indians receiving an agreed price per thousand feet, stumpage, and that contractors have been allowed to employ such white labor as they desired to use in cutting and banking the timber, giving the preference to Indian labor when it could be had, and that they begin cutting the timber before the contracts are even approved by the agent, and instead of taking three-quarters of the merchantable timber, as stipulated in the contracts, from an allotment, it is all cut. But the testimony further shows that the Indians who sold the timber were largely profited by the non-enforcement of these instructions; that in permitting stumpage sales and the use of white labor to cut and bank the timber they were enabled to sell their timber, stumpage, for much more than they would have received for it had the instructions been enforced.

Whilst I do not attempt to justify subordinates in acts of disobedience of orders or instructions from their superiors, yet if the best interest of the Indians is the object to be accomplished, in allowing them to sell their pine, then it will be admitted, from the testimony on this subject, that in permitting them to sell their pine for a stumpage price, and the use, by contractors, of white labor in cutting and banking the timber, resulted in large gains to the Indians. It is shown by the testimony that most of the Indians who cut and banked their timber as provided in the contracts and instructions, came out in debt at the end of the logging season, and the few who did not had only small balances in their favor. I shall only refer to such testimony as will show whether the permitting of stumpage sales and the use of white labor in logging the timber has been to the interest or disadvantage of the Indians, and for your information on this point I respectfully refer to the testimony of David Dobie, pages 2 to 13 and 18, 19, and 25, C. H. Henry, Charles Patrick, Fred. R. Calligan, George W. Thomas, Edward Haskins, John B. Denomie, Andrew Gowan, M. W. McDonnell, Pat Hynes, and John McMahon.

PRICES PAID FOR THE TIMBER.

The prices paid for timber on the Lac Court Orielle and Bad River Reserves for the last two years are on an average better than the prices paid in former years, the Indians receiving a higher stumpage price for long-haul timber than they had previously

been paid for short-haul timber, and the highest average price they have ever received was paid for the timber logged during the winter of 1887-'88, and the prices paid the Indians for their timber on these reservations and on the Fon Du Lac Reserve is, according to the testimony, a reasonably fair price; perhaps the prices paid is a little under the average stumpage price fixed by the various witnesses. In proportion to the real stumpage value the Indians on the Lac Court Orielle and Bad River Reserves have received for their timber 50 per cent. more for the last two years than they were paid for their logs in 1883-'84 and 1884-'85. Reference is respectfully made to the testimony of O. W. Sanders, Pat Hynes, M. W. McDonnell, Andrew Gowan, W. G. Walker, John B. Denomie, Edward Haskins, Ed. Brown, E. J. Walters, Fred R. Calligan, G. W. Thomas, David Dobie.

On the Lac du Flambeau Reserve the timber has been banked by the contractors and the Indians are paid stumpage, and the prices they have been paid are not as reasonable as those paid on the other reservations. The testimony fixes a fair stumpage price for the timber cut in 1887-'88—about 28,500,000, at \$3 per thousand feet; one witness, at \$2.50 per thousand feet. Of the amount banked Henry & Leonard put in over 10,000,000 feet, for which they paid an average stumpage of about \$2.75 per thousand feet. A. M. Sherman & Allen put in over 16,000,000 feet, allowing the Indians only \$2 per thousand feet stumpage; the balance, near 2,000,000 feet, was banked by J. T. Casgriff, he paying a stumpage of \$2 per thousand feet.

This matter was referred to in a special report made April 17, and I am still of the opinion that the stumpage is not enough, and that Sherman & Allen and Casgriff should have been required to pay at least as much stumpage as was paid by Henry & Leonard for the same quality of timber. With few exceptions, no stumpage price was agreed upon between Sherman & Allen and the Indians. The latter were told that the agent would fix the stumpage price on the timber; the price fixed in the contract for the timber on the bank being \$5 per thousand feet, while the testimony fixes a fair bank price for the entire cut at from \$7 to \$8 per thousand feet, only one witness putting it at \$7 per thousand. On this subject reference is respectfully made to the testimony of J. T. Casgriff, C. H. Henry, E. A. Martin, Fred. C. Leonard, Joseph Allen, Isidore Cook, and Exhibits marked XX and AA.

ALLOTMENT AND CONTRACTS.

The manner in which land has been allotted to the Indians on the Lac du Flambeau Reserve, and the means employed by Joe Allen, so called, in securing contracts for their timber for himself and A. M. Sherman, has caused much of the trouble and dissatisfaction that exist among this band of Indians. Allen went to the reservation in November, 1885, under the employment of A. M. Sherman to make estimates on timber and get the Indians to take allotments. Before and after he got to the reservation he represented himself as Government farmer, and the Indians and those logging on the reserve, except Sherman, supposed he was Government farmer, until Inspector Gardner visited there in February, 1887. It is proven that after that Allen stated that he was doing business for the agent. Most of the land allotted to the Indians on this reserve was located by Allen, and in many cases the Indians had not applied for an allotment, and did not know that land had been located for or allotted to them until so informed by Allen, who at the same time would propose to buy their timber for Sherman, and in some cases, when refused, would inform them, or have them informed, that unless they let Sherman have their timber they could not get the land, and by such means secure contracts for timber without the Indians knowing what they would get for it.

Allen testifies that he made most all of Sherman's contracts with the Indians; some of whom that Allen reported contracts with have testified, and others proposed to do so, that they had made no contracts with Allen or Sherman. These contracts, however, and others for said reservation, for the logging season of 1887-'88 were certified to the agent by the Government farmer without said farmer having any personal knowledge as to whether any of these contracts had been signed by the Indians. Reference is here made to the testimony of S. C. Edwards, Albert Bartell, C. H. Henry, William McArthur, Daniel Devine, E. A. Martin, and to the testimony of the following-named Indians: O-sha-wash-ko-gi-jig, O-sha-wa-go-be-go-kwe, Wa-si-gwan-e-be, Wa-ba-ga-kak, We-she-shi-og, and of Joseph Allen.

SPECIAL INDIAN TRADERS.

Each contractor, viz, A. M. Sherman, J. T. Casgriff, and C. H. Henry, is engaged merchandising on the Lac du Flambeau Reserve, but only the latter has a license from the Indian Office. Messrs. Sherman and Casgriff each, about one year ago, made application through Agent Gregory, for a special license as traders aforesaid, which the agent forwarded, and they were received at the Indian Office in June last,

but no license had been issued to either of them up to the 17th instant. While referring to the subject of "traders," permit me to say that I am satisfied, from the testimony and a personal examination of the cost of their wares and the prices for which they are sold, that the complaints made by the Indians of the exorbitant prices they have been charged by these traders for supplies are well founded. There is but little difference in the prices charged for goods by these traders, except for provisions and family groceries; for these supplies the prices of Sherman are more exorbitant than those of Casgriff or Henry.

The testimony shows that Casgriff's goods are marked at a selling price to net a profit of about 70 per cent., which I think, from an examination of cost and sale prices, is below the profit actually made. Turrish, the manager for Henry, fixes their net profit at about 40 per cent., while Isidore Cook, who has charge of Sherman's store, gives their average net profit at from 25 to 33 per cent., but his testimony following this statement shows that the profit is nearer 75 than 33 per cent., and the profits made by Henry is nearer 70 than 40 per cent., and I am satisfied that these traders make a net profit on the merchandise they sell to the Indians nearly three times the amount authorized by Indian Office Circular, No. 157, of date October 5, 1885. These traders sell gun and pistol cartridges, powder, shot, and fire-arms to the Indians. Reference is respectfully made to the testimony of Henry Turrish, Isidore Cook, and James A. Langavine.

TRESPASS ON THE LAC DU FLAMBEAU RESERVE.

It is shown by the testimony that A. M. Sherman has committed a number of trespasses in cutting timber on the Lac du Flambeau Reservation, and that but little attention was given by him or Allen in running lines inclosing an allotment upon which Sherman was to log. The object seems to have been to get a good body of timber without regard to section or quarter-section lines established by the original survey. It is claimed by Allen that the timber cut by Sherman in 1886-'87, on land held in common by the Indians, was credited to other Indians with whom Sherman had contracts for timber. Reference: See testimony of W. H. Smith and Jos. Allen. Allen's testimony also shows that Dan Donnelson cut a lot of timber on unpatented lands on said reserve in 1886-'87. And in this connection I respectfully call attention to the testimony of W. H. Smith in respect to the waste of timber on allotments logged upon by A. M. Sherman in 1886-'87, about which the Indians have complained.

COST OF SCALING TIMBER.

The cost of scaling the timber on the reservations above mentioned was referred to in my special report of April 17. The recommendations therein made were based upon the testimony hereafter referred to. Subsequently an order was issued by the honorable Commissioner of Indian Affairs to the agent in charge of said reservations, fixing the price for scaling at 6 cents per 1,000 feet. This order was not complied with by contractors in settling with the Indians on the Lac Court Orielle and Bad River Reserves.

The contractors on the Bad River Reserve were instructed by Agent Gregory to settle the scaling at the prices fixed by the Government scaler, which ranged from 10 to 30 cents per 1,000 feet, while on the Lac Court Orielle it was settled for at 10 cents per 1,000 feet, the Indians being charged with one-half of the scale on each reserve.

No uniform price for scaling has ever been established on the Bad River Reservation, and the scaling heretofore has ranged at from 10 to 36 cents per 1,000 feet. On this question I respectfully refer to the testimony of David Dobie, G. W. Thomas, H. M. Hewett, William Keely, Edward Haskins, J. B. Denomie, Leroy Whitehead, C. H. Henry, Robert Reed, and J. C. Touhy, and exhibit marked GG.

CURRAN'S SCHEME.

By reference to a petition signed by We-shock *et al.*, of the Lac du Flambeau band, submitted with my instructions, and herewith filed, marked A B, it will be seen that, among other things, the petitioners ask that John C. Curran, of Oneida County, Wis., be allowed to make their timber contracts and manage their timber business for them. While at Lac du Flambeau, at their request, I met the Indians of said reserve in council, at which between seventy-five and one hundred were present. In respect to this matter the Indians, through one of their chiefs, stated that Curran came there with a paper and asked them to sign it, and said it was a paper to have Sherman and Allen removed from the reservation, and when that was done he (Curran) would attend to locating the land for them, and would see that they got better prices for their timber, and would charge them nothing for his service, and if any of them wanted to sell him their timber he would buy it and pay a good price for it, and upon this rep-

resentation they signed the paper. By reference to the testimony of C. H. Henry it will be seen that Curran for more than a year has been trying to get control of a part of the timber on said reserve, and proposed to Henry to join him (Curran) in an effort to get the reservation divided, and he (Curran) and his friends would control logging operations on the reserve east of the division line, and that they would aid Henry in controlling the timber west of the line, and this proposition was renewed by Curran and again declined by Henry on the occasion of Curran's visit to the reserve when the Indians signed said petition. (See testimony of C. H. Henry.)

LAC COURT ORIELLE RESERVE.

During the past logging season there were a few trespasses committed by loggers on the Lac Court Orielle Reserve, but the amount of timber so cut was small in quantity in each case, and I am satisfied was done by mistake and not with intent to injure any one, and some trespasses were committed during the logging season of 1886-'87, but the parties trespassed upon have all been satisfactorily settled with, except in a few of the cases this year where the lines have to be run to determine the quantity of timber cut. (See testimony of William Rusler, David Dobie, Fred. R. Calligan, and Exhibit E.) The exhibit refers to cutting on land which had been filed upon by applicants for allotment, and the applications forwarded for the approval of the Department, and the cutting on these lands was authorized by the agent.

THE QUESTION OF ALLOTMENTS

Has caused a great deal of contention among the Indians on the Lac Court Orielle Reserve. It appears from the testimony that about one-third of the land allotted on said reserve has been to Indians or mixed-bloods who had never resided on the reservation, but came there after logging operations began and secured allotments many of whom left the reserve as soon as their allotments had been approved and the timber thereon disposed of. This matter, with others, was set forth in a petition signed by over sixty Lac Court Orielle Indians and sent to the honorable Commissioner of Indian Affairs in June last, and on September 24 the complaint was forwarded to Agent Gregory by the Commissioner of Indian Affairs for examination and report as to the matters therein referred to, which the agent failed to do. Reference on this subject is respectfully made to the testimony of William Rusler, and to exhibits marked D, F, and O.

ON THE BAD RIVER RESERVE.

Some trespasses have been committed by loggers, but the parties who did it have settled for the timber cut prior to the winter of 1887-'88, except in one instance, where the party trespassed upon demanded a stumpage of \$6 per thousand feet. Another reason for the delay grew out of a disagreement as to the amount cut, but before I left the agency the parties interested agreed upon a plan for settlement. The few trespasses committed this year on the reserve will be settled for at such prices as the agent fixes upon the timber. One difficulty which prevails on each of the reservations logged upon is, that the quarter sections have not been properly subdivided and the lines clearly marked, and it is said that in many instances the section and quarter-section lines have not been properly marked, so that they can be located without a survey. This is an error that ought to be corrected, and allotments hereafter made should be properly surveyed and the lines distinctly marked, and until it is done there will be trouble and confusion among the Indians as to the location of their lines, and on account of trespasses accidentally committed.

FOND DU LAC RESERVE.

The Fond du Lac Indians have been badly imposed upon by a lot of woodsmen who went upon the reservation, located unpatented lands, and sold the minutes or descriptions to the Indians at prices ranging from 50 cents to \$1.50 per acre, and in some cases higher, and requiring the Indians to whom the sales were made to contract the timber thereon, and then give an order on the contractor for the purchase price of said descriptions. One of these woodsmen, John J. Lennon, testifies that since August last he has made such sales to the amount of over \$2,300, while several others from whom I could not get a statement have realized each several hundred dollars in a similar way. Another tax to which these Indians have had to submit, which is also charged by most of the loggers on each reserve, is a charge made against their timber sold for stumpage of \$10 for surveying their allotments, and the Indians on the Fond du Lac Reserve have paid this year about \$1,500 out of the proceeds of their timber for such surveys. Reference is respectfully made to the testimony of

John J. Lennon, Hamilton Curry, Pat Hynes, James Ruttle, Mary Drew, Maggie Defauld, Susan Church, F. T. Price, Susan Dubry, Eugene Danielson, and the testimony of Lizzie Na-ga-nab and Kate Dubry.

CLAIMS OF MINORS.

During last summer and fall a number of tracts or parcels of land were filed upon for minor children, members of the Fond du Lac band of Indians, and the timber on several of these tracts or parcels of land was contracted to Pat Hynes by the parents of the children. When Special Agent Wall allotted land to the Fond du Lac band of Indians last January he refused to make allotments to minors; yet Hynes cut or had cut the timber on several tracts of land selected for them, and cut on other selections made by Indians who were refused certificates of allotment by the special agent. I file herewith as an exhibit, marked "cut," a statement giving the names of the Indians for whom timber was cut by Hynes and the number of feet cut for each, and which will be found 57,310 feet, credited to SE. $\frac{1}{4}$ of SW. quarter section 6, township 50, range 18, which seems to be unallotted land. By a comparison of exhibit marked "cut" with the records of the patents issued and allotments approved the extent of trespass committed by Hynes on said reserve during the past winter will be readily ascertained.

I also file a similar statement of timber cut on said reserve by Andrew Gowan for like comparison, if either is desired, marked N. It is claimed that most of the timber cut on the Fond du Lac Reserve last winter was upon land covered by certificates of allotment issued the 23d and 25th of January by Special Agent Wall, and that most of the timber was cut before the contracts were sent to Agent Gregory for approval, and a great deal of it cut before the certificates were issued by the special agent. Reference is here respectfully made to the testimony of Pat Hynes, Maggie Defauld, Frank Houle, Peter Robideau, Eugene Danielson, James Ruttle, Mary Drew, Susan Defoe, Hattie Price (*nee* Martel), James A. Scott, Mary Duquett (*nee* Dubry), Mary E. Robideau (*nee* Frazeeau), Joseph Na-ga-nab, Jennie E. Klink (*nee* Price), F. T. Price, Louis La Prairie, Julius Cadotte, Mary Blair, Cecile Macheal, George W. Price, Susan Dubry, Kate Dubry, Lizzie Na-ga-nab, and J. I. Coffey.

The Fond du Lac Indians complain at the price charged by Pat Hynes for cutting and banking their timber, and most all of them deny that they authorized him to do so and some state that they notified him not to cut their timber; that they wanted to bank it themselves; and that Hynes told them that he had authority from the Department, through the agent, to cut all the timber he bought on the reservation. Mr. Hynes claims that, with few exceptions, it was understood with the Indians, when he contracted for their timber, that he was to have it cut and banked for them as cheap as he could have it done, and that the cost should not in any case exceed \$3 per 1,000 feet. He had contracted for the timber at a bankage price of \$5 per 1,000 feet, and has allowed the Indians a stumpage of \$2 per 1,000 feet, except in a few cases he has paid more. These contracts were mostly made in the summer and early fall, and Mr. Hynes had advanced the individual Indians with whom he made contracts various sums, in the aggregate amounting to many thousand dollars, and I do not believe he would have made such advances if he had had to rely on the Indians to bank their timber, and I am also satisfied that the Indians could not have banked their timber as cheap as Hynes had it banked for them.

WASTE OF TIMBER.

The Indians on each of the reservations complain that good logs are left cut on their lands which were rejected as culls, the most complaints being made by the Fond du Lac band. The scalers claim that no merchantable logs were rejected as culls, and they are corroborated by the foremen or camp bosses, except one, most of whom were paid by the thousand feet for the timber they banked. The exception is one Robert Cristie, who was a subcontractor under O. W. Saunders, who had the contract to bank all of Hynes's timber except that banked on the Northern Pacific Railroad. Cristie claims that he cut and banked about 2,400 that were rejected as culls, which he claims was second-grade timber; that he proposed to buy these culls from the Indians, but was told by Saunders that it would create trouble, and states that he would have paid the Indians for them a stumpage of \$1 per thousand feet. McMahon, the Government scaler, testifies that they were not merchantable logs, and that all the merchantable timber banked by Cristie was scaled.

It is also shown by the testimony that these culls were branded with the same brand put upon the logs that were scaled, notwithstanding some of the Indians objected to the branding of the logs that were not scaled; Cristie is an old logger, and it does not seem probable that he would have incurred the expense of cutting and banking that many unmerchantable logs in a lot of about 4,500,000 feet, and, if his statement is true, the scalers simply robbed the Indians for the Cloquet Lumber Com-

pany, to whom Hynes had contracted the timber, as Mr. Hynes only gets credit for the number of feet reported by the scalers; but I think it most probable that Mr. Cristie is very much mistaken as to the number of logs rejected and that it is quite probable that some were rejected that should have been scaled. In addition to these logs Cristie claims that about 1,000,000 feet was left cut and rejected as culls on the land where he logged. Reference is respectfully made to the testimony of Robert Cristie and John McMahon.

ALLOTMENTS.

Another matter of which the Indians on the Fond du Lac Reserve complain is that they were not shown the land allotted them last winter by Special Agent Wall and that the allotments were not defined by marked lines so as to enable them to find their land. Special Agent Wall states that he did not point out the land allotted to any of them; that at the time the allotments were made it was almost impossible to have done so on account of the depth of the snow. He also states that he had a surveyor employed to go over the reserve and show the allottees their land, but with few exceptions the Indians would not go with the surveyor to be shown their land. I do not think the Indians have any cause to complain against the allotting agent, but I think they would have been justifiable had they complained at sending him there to allot land in midwinter, when the reservation was covered with snow from 2½ to 3 feet deep and could not be traveled over except on foot with snow-shoes. Reference is respectfully made to the testimony of Special Agent Tom Wall.

BOOMS ACROSS BAD AND WHITE RIVERS.

In the papers submitted to me with instructions aforesaid were complaints made by the Indians of the Bad River Reserve in respect to the erection of booms across said rivers within the limits of the reservation and of the damage they sustained therefrom. This company operates under a charter granted by the Wisconsin legislature. Their main and only permanent boom is held across Bad River about 3 miles from its mouth, and during the driving season temporary booms are put across the Bad and White Rivers above the Indian village and maintained as long as necessary for safely holding the logs until they can be rafted and towed out into the lakes.

When the booms are gorged with logs on a high tide they cause the water to overflow the land in their immediate vicinity, doing some damage to the fields and gardens of a few of the Indians, and in some cases the water got into their houses, and for this the company have paid such damages as were assessed against them by the Government farmer, which has usually been \$5 to each Indian whose premises were flooded, a sum that was not adequate to the damages that some of them sustained. That they were not paid the full amount of the damage is not the fault of the boom company, who paid the Government farmer for the Indians the amount of damages he claimed. One end of the main or permanent boom is attached to land owned by the company, and the other end to land owned by an Indian, to whom the company pays an annual rent for the privilege of attaching the boom to his premises. The temporary booms are fastened to the land owned by individual Indians or held in common by the band. These booms are indispensable so long as logging is permitted on the reservation. Without booms to stop and hold the logs until they are rafted, these Indians could not market their timber at any price. Reference is respectfully made to the testimony of D. A. Kenneday, W. G. Walker, and John Ba-bedash.

THE WAY-NA-BO-SHO CASE.

Last fall Joseph Way-na-bo-sho, of the Bad River Reserve, contracted his timber to Edward Haskins, the latter agreeing to pay \$2 per 1,000 feet stumpage. The contract, regular form, was signed up and certified by Agency Farmer Walker. Subsequently Antoine Denomie offered Way-na-bo-sho \$2.50 per 1,000 feet stumpage, and wrote a letter for Way-na-bo-sho to Indian Office complaining that Haskins was not paying him the value of his timber, and that he wanted to be released from the Haskins contract. He then went with Denomie to a lawyer, and contracted his timber to Demoine & McBrath, which was not submitted for the approval of the agent, and in the fore part of December Denomie proceeded to cut the timber. The Commissioner of Indians Affairs, by letter of date November 29, advised the agent of the complaints made by Wa-na-bo-sho and directed him not to allow the timber to be cut until the matter could be investigated, which the agent was directed to make. The agent directed the Government farmer to notify Denomie to stop cutting the timber, which Denomie refused to do. He was again notified by the agent, but would not stop. He was then arrested and the timber seized by the United States marshal, which is still in his custody.

Denomie had contracted the timber to A. A. Maxim and the latter has paid all the expense of banking it, and is willing to pay Way-na-bo-sho the stumpage, which amounts to \$935.58, if he can get the possession of the timber. Haskins, who had advanced about \$150 on the timber, is willing for Maxim to have the timber if he is paid out of it what he has advanced, and Way-na-bo-sho, who is suffering with consumption and whose family are almost starving, is willing for anybody to have it that will pay him the balance due him, and I concur with Agent Gregory in the opinion that Maxim ought to have the timber, and that Haskins be re-imbursed out of the stumpage for the advances he made to Way-na-bo-sho. On this subject, reference is respectfully made to the testimony of Joseph Way-na-bo-sho, Antoine Denomie, W. G. Walker, and to exhibit marked A A A.

SPECIAL CONTRACTS.

Some of the Indians on the Bad River Reserve have sold the timber on their land in bulk under special contracts, whereby all the money is paid in hand when the contract is signed up. In two instances these sales were known to Agent Gregory, in both of which he required the parties to sign up a regular contract and the purchaser to file the required bond. These contracts were made between A. A. Maxim, jr., agent for H. H. Gardner & Co., and Edward B. and Thomas Haskins. The Haskinses refused to sell their timber except in bulk, cash down. Maxim accepted their offer, paying Edward \$450 and Thomas \$250, for all the timber on their respective allotments which had been cut over the winter before. The Haskinses are half-breeds, educated, and men of fair intelligence. A little less than 700,000 feet was cut on the two allotments, for which Maxim paid a stumpage of \$700, all that the timber was worth, according to the testimony. Thomas Haskins now repudiates his special contract and demands a stumpage of \$2 per 1,000 feet. While I do not think such contracts should be allowed, yet in this case the Indian has received all that the timber was worth, and I do not think Maxim should be required to pay as much for timber that had been culled over as he would have had to pay for choice lots. Reference is respectfully made to the testimony of Thomas Haskins, Edward B. Haskins, A. A. Maxim, and to W. G. Walker, John B. Denomie, and to exhibit marked B B B.

DELAYING THE COMMISSIONER'S ORDERS.

When I arrived at La Pointe Agency, on the 16th of March, Agency Clerk Beaser, who was in charge of the agency, had taken no steps toward executing the orders of the honorable Commissioner of Indian Affairs, which he had received on the 13th of March, in respect to stopping the cutting of timber on the reservations of said agency. Orders to that effect were mailed on March 17 to the Government farmer in each reserve, and the cutting was promptly stopped on the Lac Court Orielle and Bad River Reserves, but was not stopped on the Fond Du Lac until the 22d or 23d, and continued on the Lac du Flambeau until March the 26th. The men in Sherman and Casgriff's camps cut trees all day Sunday, March 25, after the orders had been received. Mr. Beaser claims that he delayed the execution of the order in obedience to an order from Agent Gregory, and I respectfully refer to the testimony of H. H. Beaser.

CONTRACTS NOT FORWARDED.

I herewith file a list of contracts made by contractors with individual Indians for timber on the reservations of said agency, which have been approved by the agent but not forwarded for the approval of the honorable Commissioner of Indian Affairs. The testimony of Mr. Beaser shows that but few of the loggers this year have filed bonds, as required, with their contracts, and his testimony, as well as the records of the agency, show that this practice has prevailed ever since logging began on reservations of said agency. Reference is here made to exhibit marked C C C and to the testimony of H. H. Beaser.

SUPERIOR LUMBER COMPANY.

There is no foundation for the charge made by some of the Indians of the Bad River band that Agent Gregory was working for the interest of the Superior Lumber Company in logging matters on said reserve, or that the Superior Lumber Company was ever interested in any of the logging operations on said reserve, or that Agent Gregory has at any time had any pecuniary interest in or connection with any of the logging operations on any of the reservations of said agency, or that he has at any time specially favored any contractor logging on the reservations of said agency, or that he coerced or attempted to coerce or influence any of the Indians of the Bad River band to sell their timber to any company or individual.

It is clearly shown by the testimony that the Superior Lumber Company have not at any time bought a single log cut upon the Bad River Reserve, and that said company nor no member thereof have at any time been, directly or indirectly, interested in any logs or contracts therefor or lumber manufactured therefrom that were cut upon said reserve, and with the exception of one lot of about 1,000,000 feet no logs cut upon said reserve have been manufactured into lumber by the mills of the Superior Lumber Company. John B. Denomie, one of the Indians who made these complaints, testifies that he sold some logs to D. A. Kennedy, and he "supposed" they were bought for the Superior Lumber Company, as Kennedy was superintendent of said company. The testimony, however, shows that Mr. Kennedy's logging operations on said reserve were in no wise connected with the business of the Superior Lumber Company, and that said company nor no member thereof was, directly or indirectly, interested in profits made or losses incurred in the purchase and sale of any logs cut on said reserve, and I know, from a personal examination, that Kennedy's accounts of his logging operations on said reservation are kept upon a set of books that have no connection or relation to the business affairs of said company; and for your further information I respectfully refer to the testimony of D. A. Kennedy, W. D. Clark, John B. Denomie, E. J. Waters, Edward Brown, Edward Haskins, Joseph Way-na-bo-sho, Pat Hynes, and David Dobie.

AMOUNT OF LOGS CUT.

The total number of feet cut and scaled on the reservations of the agency during the logging season of 1887-'88 amounts in the aggregate to 189,835,521 feet, divided as follows:

	Feet.
On the Fond du Lac Reserve	41,516,460
On the Bad River Reserve	31,399,391
On the Lac Court Oreilles Reserve	88,419,670
On the Lac du Flambeau Reserve	28,500,000
Aggregating	189,835,521

THE DAY SCHOOL

on the Lac du Flambeau Reserve is poorly attended and scarcely deserves to be called a school. The teacher, Mrs. Clara Allen, may have intelligence enough to conduct the school if she would only apply herself to the work, but this she does not do. More of her time is spent at the traders' stores and about the village than in the school-room. She and her husband are both very unpopular with a large majority of the Indians, many of whom told me that they would not send their children to school as long as Mrs. Allen was retained as teacher. Another serious objection to Mrs. Allen as teacher in this or any other school is that her reputation for chastity is bad, and I am only surprised how a woman of such reputation, which seems to be well known in communities where she has lived, could have secured her appointment. Reference is respectfully made to the testimony of Charles Patrick and C. H. Henry.

JOSEPH ALLEN.

In my special report of April 17 I referred to Joseph Allen, so called, one of the contractors on the Lac du Flambeau Reserve, as a fugitive from justice, and living there under an assumed name. He admitted to me that he had changed his name, and when asked why he did so, replied "for convenience," but for information as to his reasons for doing so, I respectfully refer to the testimony of William McArthur and E. A. Martin.

In conclusion, I most respectfully recommend that Mrs. Clara Allen be removed from the position of teacher in the day school on Lac du Flambeau Reservation, for the reason heretofore stated.

I am, very respectfully, your obedient servant,

T. D. MARCUM,
U. S. Indian Inspector.

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

TESTIMONY OF LEROY WHITEHEAD.

Testimony of LEROY WHITEHEAD, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 3, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows :

Q. State your name, age, residence, and occupation.—A. My name is Leroy Whitehead; age, thirty years; residence, Eau Claire, Wis.; occupation, log-scaler and lumber inspector.

Q. Have you been employed on the Lac du Flambeau Reservation during this logging season, if so, in what capacity?—A. Yes, sir; scaling logs.

Q. By whom were you employed?—A. By Alex. Lowry, Government scaler.

Q. When did you begin work?—A. I began work the 28th December, 1887, and quit the 2d day of this month.

Q. What wages did you receive for this work?—A. Mr. Lowry agreed to pay me 5 cents per thousand feet for what I scaled.

Q. How much did you scale?—A. Three million nine hundred and ninety-seven thousand eight hundred and twenty feet at my landings, and 364,520 feet at landings where Lowry did the scaling. Part of the scaling I did at Lowry's landing was while he was absent on a visit to Eau Claire, Wis. The total of my scale is 4,362,340, making wages \$218.11.

Q. How often has Mr. Lowry visited the different landings where you scaled?—A. I never saw him at two of them. On his way from where he worked to the village he passed one of my landings several times, and he frequently passed another in going to his work, and he was at the other two a few times.

Q. Did Mr. Lowry ever examine your scale book, and test it with any measurements of logs he had taken?—A. No, sir.

Q. What would be a fair and liberal price per thousand feet to pay for the timber scaled on this reservation this year?—A. Seven cents.

LEROY WHITEHEAD.

TESTIMONY OF THOMAS WALL.

Testimony of THOMAS WALL, taken before United States Indian Inspector T. D. Marcum, at Ashland, Wis., May 5, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows :

Q. State your name, age, residence, and occupation.—A. My name is Thomas Wall; age, forty-eight; residence, Oshkosh, Wis.; occupation, lumberman.

Q. Do you hold any position under the Federal Government?—A. Yes, sir; I am a special agent for allotting Indian lands.

Q. Have you made allotments of land to any of the Indians of the La Pointe Agency? If so state when, the number of certificates issued, and reservation where made.—A. Yes, sir; in January last I issued one hundred and seventy-three certificates of allotments to the band of Chippewa Indians located on the Fond du Lac Reservation, Minn.

Q. Were any of these certificates issued to members of said band who were under eighteen years of age?—A. No, sir; not to my knowledge.

I thought it best to allot first to heads of families and those over eighteen years of age, and make allotments to minors at another time.

Q. Were any applications made to you for allotments to children under eighteen years of age and members of the Fond du Lac band of Chippewa Indians?—A. I presume some of the heads of families to whom allotments were made asked to have allotments made to their children, and were told that allotments would be made to all the children on the reservation at the same time.

Q. Did you show the Indians the land described in the allotment certificates issued, or cause it to be shown them?—A. I did not. But I had a surveyor there who was instructed to do so, and he reported to me that he only succeeded in getting six or eight Indians to go with him to see the land allotted to them. The fact is that it was almost impossible to do so on account of the snow, which was 3 or 4 feet deep at the time.

Q. Were the lines run and marked defining the boundaries of any of the lands allotted to said Indians?—A. Only those heretofore mentioned who went out with the survey; I think six or eight in number.

Q. Did you advise the honorable Commissioner of Indian Affairs of the impossibility to go over the reservation on account of the snow, before you proceeded to issue certificates for allotments, as before stated?—A. I did not.

TOM WALL.

TESTIMONY OF HENRY TURRISH.

Testimony of HENRY TURRISH taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 5, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Henry Turrish; age, twenty-two years; residence, Stevens' Point, Wis.; occupation, book-keeper for C. H. Henry, who is trading and logging on the Lac du Flambeau Indian Reservation.

Q. Who marks and fixes the selling price on the goods and supplies sold by said Henry to the Indians of said reservation?—A. I do.

Q. What per cent. do you add to the cost of the goods as a profit to be made when sold?—A. I think the average net profit is about 40 per cent.

Q. Did you have a conversation with Agency Farmer Edwards on the morning of the day that he had fixed as the time when he would receive and enter transcripts of entries for allotments on this reservation? If so, state what he said in that conversation.—A. He said that when he opened his books a squabble arose between J. T. Casgriff and A. M. Sherman, two traders, and that one party wanted the world, and that he closed his books and refused to make any entries. I asked him what he was going to do about it, and he replied that he was going to wait until he saw Agent Gregory, and that he was going to Eau Claire that day to see his girl.

Q. How far is it from here to Eau Claire?—A. About 150 to 175 miles.

Q. Have you in your possession any watches, chains, and charms left with you for sale to Indians and others on the reservation?—A. Yes, sir; I have some that Agency Farmer Edwards brought and left with me to sell for him.

Q. Have you sold any of these goods to Indians on these reservations?—A. I sold two watches and chains, but C. H. Henry, jr., whom I am working for, would not let me deliver them to the Indians.

Q. Why not?—A. He said he did not want such goods sold to the Indians, and that the prices were too high. I had paid Edwards for the two watches sold, and they are now left on my hands.

Q. Who fixed and marked the price on these goods for which they were to be sold?—A. The agency farmer, Edwards, put the price on the goods when he left them with me.

Q. Were you to in any way share in the profit made on these goods?—A. He told me that I should have all I could make above the price he had put on the goods, and afterwards told me to sell all I could at the prices he had fixed and he would make it all right with me.

Q. Did you see a bill or invoice of the goods showing what these goods cost him?—A. Not until to-day.

Q. Have you compared the cost of the goods with the price Edwards put upon them at which they were to be sold?—A. Yes, sir; and they were marked to make an average at least of 150 per cent.

Q. When did Edwards leave these watches, etc., with you for sale?—A. I think it has been about two months. I was at Sherman's office and Edwards was there and called me into the room he occupies in the building for an office, when he told me he had a lot of watches and jewelry and that he would like for me to sell some of it for him, and I agreed to do so.

Q. Have the Indians worked as well this year as they did last year?—A. No, sir; and fewer of them worked this year than last.

Q. Do you keep and sell fire-arms, gun and pistol cartridges, powder and shot to the Indians on this reservation?—A. Yes, sir.

Q. Have you ever furnished Agent Gregory with your invoices of cost of goods and supplies, together with a price list of what such goods and supplies were sold for to the Indians?—A. No, sir.

Q. Do you keep posted up in the store a price list showing what these goods and supplies are sold at?—A. No, sir.

Q. I will get you to tell me the quantity of timber cut on each of the several allotments logged on this year by Henry & Leonard, the price paid therefor, and the amounts paid to each Indian on his timber up to the 4th of April, 1888.—A. I file as an answer to your last question a statement, marked XX, which gives the information asked.

HENRY TURRISH.

TESTIMONY OF W. G. WALKER.

Testimony of W. G. WALKER, taken at Ashland, Wis., May 9, 1888, before United States Indian Inspector T. D. Marcum, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is William G. Walker; age, forty-six years; residence, Odanah, Wis.; occupation, additional farmer for Bad River Reservation, La Pointe Agency.

Q. How long have you held the position of additional farmer for said reservation?—A. I was first appointed Government farmer April 1, 1871, and in 1884—June 30—I was relieved until October 1, 1884, and continued in the service until the 1st of October, 1886, and was appointed additional farmer by Agent Gregory December 25, 1886.

Q. What is your salary as additional farmer?—A. It is \$50 per month, the same that I was paid while Government farmer.

Q. What duties do you perform as additional farmer for said reservation?—A. I instruct the Indians in farming, how to care for their stock, and assist them in making contracts for their timber, and look after trespasses of every kind committed on the reservation, and report any committed to the agent.

Q. Have you a record of the trespasses committed by the cutting of timber on said reservation during the time you have held the office of farmer, as before stated?—A. I only have it for the last two years, and a partial list of trespasses committed in 1885.

Q. Had such trespasses been committed previous to the last two years, and previous to 1885?—A. Yes, sir; the trespasses were greater previous to 1885, in proportion to the timber cut, than in 1885, 1886, 1887, or 1888.

Q. Have all the trespasses that came to your knowledge been reported to the agent in charge of the reservation when they were committed?—A. Yes, sir; and all committed previous to this year have been settled for, except two trespasses committed in 1886-'87 upon the timber of Mrs. L. Denomie.

Q. By whom were the trespasses committed on the timber of Mrs. Denomie?—A. Edward Haskins, and another man named Staple who was logging on adjoining land under a contract made by George Forsythe; Haskins was logging under his own contracts for timber on land adjoining Mrs. Denomie.

Q. Do you know why these trespasses have not been settled?—A. I do not.

Q. Was any timber cut on the unpatented land on said reservation prior to the logging season of 1885-'86?—A. Yes, sir; about 200,000 feet of timber and a lot of about 2,000 railroad-ties. The timber was cut by B. G. Armstrong and the ties by a man named Charles Bresette, the latter an Indian belonging to the reservation. I was informed that Agent Durfee collected the money from Armstrong for the timber cut on unpatented land, and nothing was done about the ties cut by the Indians. This occurred in the logging season of 1883-'84.

Q. Were any trespasses committed by loggers on the patented lands on said reservation prior to the logging season of 1885-'86?—A. Yes, sir; and the price of \$4 per thousand feet stumpage was collected from the trespasser and paid to the owner of the land.

Q. Was any logging done off the Bad River Reservation prior to 1882?—A. Yes, sir; in 1876-'77.

Q. By whom and under what authority was it done?—A. Edward Haskins, John B. Denomie, T. D. Green, and the Ashland Lumber Company. When I heard of it I went out to their camps, and they informed me they were logging under arrangements made with the chiefs. I reported the matter to Agent Mahan, and he ordered the logging stopped. These parties then made contracts with Indians who held certificates for allotments and logged their timber, paying the Indians a stumpage of \$1 per thousand feet. I reported their cutting under the latter arrangement to Agent Mahan, but heard nothing more about it.

Q. How much timber did these parties cut during the logging season of 1876-'77?—A. About 3,000,000.

Q. What was that timber worth at that time banked, and how much per one thousand feet stumpage?—A. It was worth \$6 per one thousand

feet on the bank, and it was worth at least \$2 per one thousand feet stumpage; it was a fine quality of timber, and the haul was from within a few rods of the river bank to a distance of one-half mile; also in the winter of 1878-'79 Ed. Haskins and J. B. Denomie logged timber off the land for which they held patents; also in 1879-'80 W. R. Durfee bought from an Indian about 100 000 feet of timber on the bank, for which he paid \$5 per 1,000 feet.

Q. Has any timber been cut on unpatented lands on said reservation since the season of 1884-'85?—A. Yes, sir.

Q. State when and by whom these trespasses were committed, the amount of timber each cut, and the price per 1,000 feet stumpage each paid.—A. In March, 1888, Edward Haskins, or men in his employ, cut 100,000 feet on unpatented land, and has been reported to the agent as trespass timber. I have heard nothing more about it and don't (know) what he has or will be required to pay for it. This is all the trespass I know of committed by loggers since the season of 1884-'85 on unpatented lands. There has been some trespasses reported as committed by Indians in cutting railroad ties, but nothing was done about it, as the Indians got the benefit of it.

Q. Has any trespass been committed by loggers on any of the patented or allotted lands on said reservation since the season of 1884-'85?—A. Yes, sir.

Q. State when and by whom committed and the price each paid per 1,000 feet for such trespass.—A. In February, 1887, Richie & Forsyth or George Forsythe cut on the allotment 26,608 feet, on another 14,102 feet, and on the next 122 feet, and the sum of \$4 per 1,000 feet stumpage was collected and paid to the owners of the timber. Forsythe also cut 29,400, as estimated by me, on the land of Mrs. L. Denomie, which has not been settled. In 1887 Edward Haskins cut on one allotment, as estimated by me, 10,100 feet, which has not been settled for. On another allotment 28,200, as estimated by me; this has been settled, but I do not know the price paid. These are all the trespasses that I know of being committed since 1884-'85 on either allotted or unallotted land.

Q. State how you arrived at the estimates you made as above stated in fixing the quantity of timber cut by the trespassers.—A. By counting the trees and estimating three logs to the tree and five logs to the 1,000 feet.

Q. Why did you not scale the stumps and tops of the trees cut and the length and report the scale instead of giving only an estimate?—A. I had no rule or tape-line to do it with.

Q. When you made the estimates of timber cut by trespassers as above stated, did you run and locate the lines encompassing the land upon which the trespass was committed?—A. I did as best I could with a pocket compass. When I made the estimate of the timber cut on Mrs. Denomie's land, I was assisted in locating the lines by Frank Clingway and Moses White.

Q. Are you acquainted with the location of the booms erected and maintained by the Ashland Boom and Canal Company across the Bad and White Rivers within the boundaries of the Bad River Indian Reservation?—A. Yes, sir.

Q. How many booms are held across these streams within the reservation limits and how long have they been there?—A. There are three booms. The lower boom is located on lands owned by said company within the reservation. The land was purchased from the State as swamp land. One end of this boom is attached to the land of two Indians and each receive from the company a rental of \$10 per year.

Q. How far is this dam below the Indian village of Odanah?—A. Two miles by the Bad River.

Q. How far is it from the boom to the mouth of the river?—A. About 2 miles.

Q. Could or not the boom be located at the mouth of the river or within 1 mile of its mouth without prejudicing the interest of the company and with less damage to the Indians living along the banks of the river?—A. No, sir; because there would be no room to raft and hold the logs until they can be towed to the mills.

Q. Where are the other two booms located?—A. One is across the White Run one-half mile above where the Milwaukee, Lake Shore and Western Railroad crosses the river at Odanah, and the other is across the Bad River about 1½ miles above Odanah.

Q. Why are booms erected across these streams above the village?—A. The company did not deem the lower boom sufficient to stop and hold all the logs in these rivers.

Q. Is or not the farms of Indians residing on the river between Odanah and the lower boom and those in the vicinity of the two upper booms damaged by reason of the overflow of water caused by the booms, and are they not damaged by logs drifting on their land and subsequently hauled to the river, and further damaged by deposits of sand and drift on their fields and meadows by reason of these booms across these rivers?—A. Yes, sir; the logs that drift out on their land have to be hauled back to the river, and the hauling damages the land; also the drift that is thrown out on the land is damaging to the Indians. I don't think they are damaged by deposits of sand.

Q. Could or not these booms erected above the village be located so as to do less damage to Indian farms, and serve the interest of the loggers as well as where they are located?—A. Yes, sir; if these booms were located from one-half to 1 mile further up the rivers they would be above the improved lands.

Q. Do you know anything about a bridge erected on the land of an Indian named Acqwense by George Forsythe, or men in his employ? If so, state what you know about it.—A. Yes, sir. During the logging season of 1836-'87 Acqwense, who had contracted his timber to Forsythe at a stumpage price, came to me and said that Forsythe's men had used a great deal of valuable timber in the construction of a bridge on their logging road. I went out to the place and saw the bridge, which was 400 feet long and about 40 feet high, and I estimated about 50,000 feet of good merchantable timber used in the construction of the bridge. I went to Mr. Staples, who had charge of the logging, and asked him what he was going to do about the good merchantable timber he had used in the bridge, and he replied that when he was done using the bridge he would haul all the merchantable timber in the bridge and have it scaled, but he did not do so, and in the following May the bridge was pretty well burned up.

Q. Did you ever report this matter to Agent Gregory?—A. I don't think I did.

Q. Did you ever make any effort, further than you have stated, to have the Indian paid for his timber used in the construction of this bridge?—A. I did not.

Q. What was the merchantable timber so used worth per one thousand feet stumpage?—A. Two dollars per one thousand feet.

Q. How many acres of land are there in the limits of the Bad River Reservation that is claimed by the State as "swamp lands"?—A. I think about 20,000 acres.

Q. How much of this 20,000 acres is unfit for cultivation by reason of swamps and marshes?—A. About five-sixths of it.

Q. Is any of this land timbered with merchantable pine timber?—A. Yes; about 1,000 acres.

Q. Have any of the Indians located on and improved any of the land claimed as swamp land in the reservation?—A. Yes, sir; there are three families on said land and have farms improved and have lived on the land for a great many years, but the Government has refused to issue patents for the land. Others located on the land, built homes, and opened farms and applied for patents, and when the patents were refused they left the land and located elsewhere.

Q. Is the land upon which these Indians located suitable for farming purposes?—A. Yes, sir; just as good as any land on the reservation.

Q. When did you receive notice to notify loggers on the reservation to stop cutting timber?—A. I received notice March 17, and at once notified all the loggers to stop cutting, and I think the order was observed by all of them. I think the order was dated March 16, 1888.

Q. Did you receive an order from the agent to notify loggers on the reservation that the price of scaling logs would be 6 cents, or that the Indians would be only charged 3 cents one thousand feet for scaling their timber?—A. Yes, sir, I received the order the 23d or 24th of April and so notified all the loggers.

Q. From your observation has that order been obeyed or disregarded by the contractors?—A. It has been disregarded by all the Contractors.

Q. What has been the practice of contractors logging on the reservation in respect to the time they commence cutting timber; do they wait until the contracts are approved by the agent and Commissioner of Indian Affairs, or go to work as soon as ready after contracts are made?—A. It has been the custom every year since logging began on the reservation to commence cutting after the contracts were made, before they were approved by the agent or Commissioner of Indian Affairs. The change of agents made no change in this rule or custom.

Q. When did the Indians begin to sell their timber on said reservation for a stumpage price?—A. In 1883-'84, and they have continued to do so every year since and the price paid each year has been \$2 per 1,000 feet for first-grade timber. One year, viz, 1885-'86, the timber was graded and second stumpage was 50 cents per one thousand feet.

Q. Was the timber cut in 1883-'84 and 1884-'85 worth more or less per 1,000 feet stumpage than the timber cut since those years?—A. The timber cut in 1883-'84 and 1884-'85 was worth more stumpage than the timber cut since that time, because it was a much shorter haul. I think the timber cut before 1885-'86 was worth \$3 per one thousand feet stumpage; it was cheaper at \$2 per one thousand feet stumpage than the timber cut the last two years was at \$2 per one thousand feet.

Q. Has there ever been a uniform price for scaling timber on said reservation?—A. No, sir.

Q. Does the agent attend the settlements made between the Indians and loggers at the close of the logging seasons?—A. No, sir. No agent has ever did so at the Bad River Reservation. The Indians and loggers make their own settlements and where there are any misunderstandings between them the matter is usually referred to the agent.

Q. Have you ever made contracts with any of the Indians on said reservation under which said Indian sold his pine to any logger or contractor?—A. No, sir.

Q. Have you ever received any money or thing of value from any one trading with the Indians on said reservation, in consideration of

any service rendered said individual or firm in their business transactions with said Indians?—A. No, sir.

Q. Have you at any time used your personal or official influence to influence an Indian or Indians to sell their pine to some particular logger or contractor?—A. I have done so, but not in an official way.

Q. How often have you done so?—A. Frequently.

Q. Who did you recommend them to sell to?—A. Most particularly Edward Haskins and John B. Denomie when they did business together; also recommended them after they dissolved partnership. Also D. A. Kenneday, Ed. Brown, Robert Richie, Horace James, Ashland Lumber Company. And I recommended Gardner & Co., for whom A. A. Maxim is agent, and the firm of Eastman, Wilhelm & McArthur. I advised the Indians not to sell to B. F. Wagley and George Forsyth, because I did not think they were responsible parties. Forsyth would come to the reservation drunk.

Q. Were not all the contractors required to give bond for the fulfillment of their contracts with the Indians?—A. Yes, sir.

Q. Were you at any time instructed to notify Denomie & McBeath to stop cutting timber on the land of an Indian named Way-na-bo-sho?—A. Yes, sir; the agent, by a written order of date December 27, 1887, directed me to notify them to stop cutting the timber, and I did so.

Q. Well, did they stop cutting the timber?—A. No, sir; and I so notified the agent.

Q. Did Way-na-bo-sho have a patent for the land upon which the cutting was being done?—A. I don't know. His name had been forwarded to Washington in October, 1886, on a list of applicants for allotments which had been approved by the Indians in council.

Q. Was the timber being cut at the time you received the above-mentioned order on land applied for by other Indians whose names were on the list with Way-na-bo-sho as above mentioned?—A. Yes, sir. Two-thirds of the timber cut this year was on land applied for by Indians whose names were on the above-mentioned list with Way-na-bo-sho.

Q. Were you instructed by the agent to stop the cutting on any of these lands except in the case of Way-na-bo-sho?—A. I was not.

Q. Prior to the time you received this order, had you officially certified any contract made by Way-na-bo-sho for the sale of his timber?—A. Yes, sir.

Q. Who did he contract with?—A. Edward Haskins.

Q. Has it been the practice of loggers to cut timber on the reservation on mere written agreements before the form of contract prescribed by the Department is filled out and signed?—A. It has not.

Q. Do you hold any official position other than that of additional farmer, as above stated?—A. Yes, sir; I am vice-president of the board of education for the town of Ashland and chairman of the town board of Ashland. I receive no compensation from the board of education and receive \$2 per day and mileage for attending the meetings of the town board. The town board meets once a month and the board of education twice a year.

Q. Have you ever changed the description of land filed with you for allotment with the consent or direction of the Indian filing it to do so?—A. I never have.

WM. G. WALKER.

(Recalled May 11th, by A. A. Maxim.)

Q. I will get you to examine this paper and tell me what you know about it.—A. On the 3d day of September, 1887, Thomas Haskins, Ed-

ward B. Haskins, and A. A. Maxim, jr. came to my house, and Mr. Maxim said the Haskinses wanted to sell him their timber on a special contract; that they wanted to sell it for so much money, and not by the thousand feet, and asked me to draw up the contracts. I asked the Haskinses if they wanted to make such a special contract, and each replied that they did. I asked them if they had not better make a regular contract by the thousand feet, as I told them it was the safest and best way. The Haskinses were not willing to sell by the thousand feet, and said they wanted to sell in the bulk, and the price each was to have was stated to me, and I drew up the contracts and read them over to the parties, and this is the contract Thomas Haskins signed on that occasion.

Q. What is the price stated in the contract that he was to receive for his timber sold to Maxim?—A. Two hundred and fifty dollars for all the pine timber on his land.

Q. At the time he signed the contract, did he seem to understand the nature of the obligation, and the amount he was to receive for his timber?—A. He did; and I witnessed the signing of the contract.

Q. Had you prior to that time been over the land for the purpose of estimating the quality and quantity of timber on the land owned by Ed. B. and Thomas Haskins?—A. Yes, sir; I did so for Ed. B. Haskins and Mr. Maxim. My understanding was that they wanted an estimate to make them to agree upon a price for the timber in bulk, and I made an estimate for them.

Q. Had any timber been previously cut on said land?—A. Yes, sir; over three-fourths of each tract, or 80 acres, had been cut over, and the timber left was on rough land and inconvenient to log.

Q. What would have been a fair price per thousand feet stumpage for the timber on this land?—A. One dollar per thousand feet.

By JOHN B. DENOMIE:

Q. Are you acquainted with the location of the land allotted on the Bad River to John Toebird Nodin, Antoine Denomie, H. Denomie, M. Geeney, and E. E. Cenors, and the quality and quantity of timber on said land last fall?—A. Yes, sir.

Q. State what would have been a fair price per thousand feet stumpage for the merchantable pine timber standing on said lands last fall?—A. I think 50 cents per thousand feet. Some of the land had been cut over three times, and the most of the timber had been left by former loggers as unmerchantable timber.

Q. Do you think the price paid last fall for the timber on said land was the value of the timber?—A. Yes, sir; I do, and I would not have paid as much for it as he paid.

WM. G. WALKER.

TESTIMONY OF E. J. WATERS.

Testimony of E. J. WATERS, taken before United States Indian Inspector T. D. Marcum, at Ashland, Wis., May 12, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeseth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Edmond J. Waters; age, twenty-five years; residence, Ashland, Wis.; occupation, lumberman.

Q. Have you at any time logged on either of the reservations embraced in the limits of the La Pointe Agency?—A. Yes, sir; I logged on the Bad River Reservation during the season of 1887-'88.

Q. Did you pay the Indians a bank or stumpage price for the timber you purchased on the reservation?—A. The contracts specified \$6 per thousand on the bank, but I paid them a stumpage of \$2 per thousand and had the timber cut and banked.

Q. How many contracts did you make with individual Indians for timber on said reservation?—A. I think four.

Q. To whom did you sell the timber you logged on said reservation?—A. T. H. Sheppard & Co., of Chicago, Ill.

Q. Was the Superior Lumber Company, or any member thereof, interested with you, directly or indirectly, in the profits made or losses incurred in the purchase and sale of said timber?

Q. Was Agent James T. Gregory interested with you in the profits made and losses sustained in the purchase and sale of said timber?—A. No, sir.

Q. Did you file with the agent the bonds required with each of your contracts for Indian pine?—A. Yes, sir.

Q. Were the bonds filed with or after the contracts were filed with the agent in charge of the reservation?—A. I think the bonds were filed shortly after the contracts were filed.

Q. Were the bonds made out to correspond with the contracts as to number of feet and price paid for said timber?—A. I think they were.

Q. How many feet of timber did you cut and bank on the reservation as above stated?—A. About 1,500,000.

E. J. WATERS.

TESTIMONY OF J. C. TUOHY.

Testimony of J. C. TUOHY, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 2, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is J. C. Tuohy, age thirty-five; residence, Chippewa Falls, Wis.; and I am scaler and superintendent for the Chippewa Logging Company, and a part of my duty is to look after the scale of the logs the company buy from contractors on this reservation.

Q. Who of the contractors on this reservation sell their logs to the Chippewa Logging Company?—A. Henry & Leonard, and Sherman & Herrick.

Q. Have you visited the various landings on this reservation where Henry & Leonard and Sherman & Herrick bank their logs?—A. Yes, sir.

Q. Have you ever tested the scaler's report at any of the landings by a count of the logs banked?—A. Never by actual count of the logs.

Q. How many scalers would be necessary to scale the logs banked this year on this reservation?—A. Not to exceed eight men.

Q. What is the actual price paid per month to scalers?—Sixty dollars.

Q. When did the scaling begin on this reservation this logging year?—A. I think one camp began hauling about the 15th of December, and the others later on, up to about the 15th of January.

Q. When will the scaling be completed?—A. Four camps have completed and are broken up, and there are three others that I think will finish up in four days, and the others that will require all this week.

Q. How many scalers have been regularly employed on this reservation?—A. Eight, besides Mr. Lowry, the Government scaler.

Q. Have these men been employed as scalers since the first hauling began last December, or have they been employed as camps started up and their services need?—A. I don't know.

Q. Can you give me the number of feet that has been banked and scaled on the reservation this year?—A. I can not, but think it will aggregate between 28,000,000 and 29,000,000.

Q. From your observation has the scaling at the various landings been done fairly between the Indians and contractors?—A. Yes, sir; as far as my knowledge goes.

J. C. TUOHY.

(Recalled April 3.)

Q. Was your work as superintendent as aforesaid as laborious and of as much responsibility as the work and responsibility of the Government scaler on this reservation?—A. Yes, sir.

Q. What wages are you paid per month?—A. Sixty dollars per month.

J. C. TUOHY.

TESTIMONY OF JOSEPH WAY-NA-BO-SHO.

Testimony of JOSEPH WAY-NA-BO-SHO, taken before United States Indian Inspector T. D. Marcum, on Bad River Reservation, May 7, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows (Frank Blatchford, agency interpreter, interpreting): The witness states that he is a Chippewa Indian, and resides on the Bad River Reservation, Wisconsin; that at a council held by the Indians of said reservation in the fall of 1886, that certain lots or parcels of land was given to him by said council, which he can not describe, but knows where each lot or parcel is located, and that his name, with others, was sent up to Washington for patents; that in the fall of 1887 he signed up a contract with Edward Haskins, selling said Haskins the timber on the land for \$2 per 1,000 feet stumpage; that Haskins from time to time made him payments of various sums, amounting in the aggregate to about \$200; that he asked Haskins when he would cut his (deponent's) timber, and that Haskins told him when the time came he would cut it. After I contracted to Haskins, Antoine Denomie told me he wanted to buy my timber, and would give me \$2.50 per 1,000 feet stumpage, and that he was ready to commence cutting the timber. I agreed to let Denomie have the timber, and we went to Ashland and had a lawyer to draw up the contract; that Denomie took me to Ashland to make the contract; that Denomie then proceeded to cut and haul the timber; that he had no notice from the agent or Government farmer that the timber must not be cut; that the first he knew of the cutting being stopped was told him by Antoine Denomie; that he has been informed that the timber cut on his land has been seized by the United States marshal, and is going to be sold; that on account of his (deponent's) bad health he is not able to go out and see about it, and only knows what he has been told about it. He further states that he has no means of support, being physically unable to work, and that in order to get something to support himself and family he is willing to let Haskins pay him the \$2 per 1,000 feet stumpage and take the timber, and that Haskins pay the

balance of the contract price to Denomie for cutting and banking the timber. The contract price was \$6 per 1,000 feet, banked, which would leave Denomie \$4 per 1,000 feet for cutting and banking.

He further states that Denomie had paid him on the timber something less than \$100, but he does not remember the exact amount; that he is informed that 467,790 feet of timber was cut on his land. He further states that, in winter of 1886-'87, a man by the name of Forsythe trespassed on this land and cut and removed therefrom some of his timber, and Forsythe paid him \$4 per 1,000 feet stumpage for the timber thus cut; that the money was paid deponent by the Government farmer.

WAY-NA-BO-SHO (his x mark).

Attest:

FRANK BLATCHFORD,
Interpreter.

TESTIMONY OF O. W. SAUNDERS.

Testimony of O. W. SAUNDERS, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., March 22, 1888, in the matter of investigating the affairs of the La Pointe Indian Agency, Wis.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is O. W. Saunders; age, fifty-four years; residence, Duluth, Minn.; occupation, lumberman.

Q. Have you been engaged during the past winter cutting and banking timber purchased from the Indians of the Fond du Lac Reservation in Minnesota?—A. Yes, sir; and am now so engaged.

Q. With whom did you contract to do this work?—A. With Patrick Hynes.

Q. How much did you contract to cut and bank for Hynes on said reservation?—A. I was to cut and bank all the merchantable pine timber that he had purchased from the Indians in township 50, range 19, and township 50, range 18, as shown by Government survey.

Q. How many 80-acre tracts of timber did Hynes purchase in the above-mentioned territory?—A. I think forty tracts of 80 acres each.

Q. What instructions did you receive as to the size and quantity of pine timber to be cut from each tract?—A. I was to cut all the merchantable pine timber on each tract; that 10 inches and over in diameter at the tip end.

Q. How many of these tracts of land have you cut the timber off of as above described?—A. I think about thirty tracts.

Q. Has any of the timber been cut from the remaining ten tracts?—A. No, sir; not to my knowledge.

Q. Have you been notified not to cut down any more pine trees on said reservation; if so, when were you notified?—A. Yes, sir; I was so notified this morning when I came down or just before I got to town.

Q. How far is your logging camp from this place?—A. From 13 to 18 miles.

Q. How many men have you had employed working in your logging contracts on said reservation?—A. About two hundred and sixty men.

Q. Were the men so employed white men or Indians?—A. White men, except a few Indians that worked occasionally.

Q. Were you, or not, informed that the employment of white labor on said reservation was not allowed, except as teamsters, cooks, and foremen?—A. No, sir; I was not restricted as to the kind and quantity of labor employed.

Q. How many feet of timber have you cut and banked under said contract?—A. Between fifteen and sixteen million feet.

Q. How much have you cut that has not been banked and scaled?—A. From four to five hundred thousand feet.

Q. How much are you paid per thousand feet for cutting and banking this timber?—A. Three dollars per thousand.

Q. What is the usual price paid per thousand feet for scaling timber?—A. Five cents per thousand feet.

Q. Do you know whether Agent Gregory has any pecuniary interest, either directly or indirectly, in the timber purchased by Pat Hynes on said reservation?—A. I do not.

Q. Have you been over any portion of the reservation where logging had been done prior to this logging season?—A. Yes, sir.

Q. Had all the merchantable pine timber been cut on that part of the reservation you have been over?—A. As far as I observed the timber had all been cut off of the tracts that had been logged upon.

Q. Before or at the time you began logging on the reservation were you instructed that one-fourth of the merchantable pine timber was to be left in a compact body on each tract of land?—A. No, sir; I never received any such instructions.

O. W. SAUNDERS.

(Recalled by the inspector.)

Q. Did you have a contract in writing with Patrick Hynes for the logging above spoken of on the Fond du Lac Indian Reservation?—A. Yes, sir; and I file a copy of said contract, marked 1, and make it a part of this answer.

Q. Had the timber you banked on said reservation been cut and skidded, what would it have been worth per thousand feet to haul and bank it?—A. One dollar and fifty cents per thousand.

Q. What would have been a fair price per thousand feet stumpage for the timber you cut and banked?—A. From \$2 to \$2.50 per thousand feet.

O. W. SAUNDERS.

TESTIMONY OF WIE SHO SHI OG.

(This is the same witness who made an affidavit before John Barnes, a notary public, February 1, 1888, as "We Shock," Indian Office No. (in red ink) 1,243.—T. D. Markum, United States Indian inspector.)

Testimony of WIE SHO SHI OG, taken before United States Indian Inspector, T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., March 28, 1888, in the matter of investigating the affairs of the La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows (Edward Blanchard acting as interpreter):

The witness states that he is a Chippewa Indian, and resided on this reservation; that he knows Joseph Allen, who resides on this reservation; that said Allen came to him and wanted him to take his allotment, but does not remember of Allen saying he would lose his right to do so if he did not take his claim at once; that he afterwards taken

an allotment of land, and after he did so Joseph Allen came to him frequently to buy his timber, but he declined, telling Allen he did not want to sell it; and that he has never made a contract or an agreement with Allen or any one else disposing of the timber on his land; that A. M. Sherman was then in his employ; went upon his (deponent's) land during the past winter, and have cut and hauled away most, if not all, of his timber; that when he learned they were cutting his timber he got Agency Farmer Edwards to go with him to his land, and that he forbade them to cut any more of it; that at that time about one-half of the timber on the land had been cut; that subsequently he again went to his land and found the men were still cutting his timber; and that he never give any authority to any one to cut and remove any of said timber; that he does not know what he is to get for said timber; that some time last summer he borrowed \$20 from Joseph Allen, and that Allen asked him to make his mark to a paper, which he thought was to show that he owed Allen the money; that the paper he signed was not read and the contracts explained to him then nor thereafter; that he has since heard that Allen claims to have bought deponent's timber, which is untrue; that if the paper he signed, as aforesaid, was a contract to sell his timber to Allen or any one else he did not know it, and could not have signed it if he had known or thought it was such a contract; that he paid Joseph Allen in cash the \$20 borrowed, as above stated.

WIE SHE SHI OG (his x mark).

TESTIMONY OF WA-WI-SE-GI-JIG.

Testimony of WA-WI-SE-GI-JIG, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., March 29, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows (Edward Blanchard interpreter):

The witness states that he is a Chippewa Indian and resides on this reservation; that he has no recollection of ever asking any one to locate an allotment of land for him on this reservation; that some time last winter, after the 1st of January, Joseph Allen, who resides on this reservation, informed deponent that he, deponent, had a claim or an allotment, and that he, Allen, wanted to buy the timber on it; that Allen presented him a paper which he said was a contract for the timber, and deponent signed it, but the contents of the paper he signed was not read nor explained to him; that he has since asked Allen to show him his land, but Allen did not do so, only showed him some figures that he did not understand; that deponent does not know where said land is located, or whether any of the timber is being cut, or what he was to have for said timber; that he signed the paper above mentioned in Sherman's store in the presence of Joseph Allen and Isadore Cook; that there were others in the store at the time.

In response to Joseph Allen, witness said that he went once to get Allen to get a claim for his brother; that he did ask Allen once to get him, deponent, a claim, but Allen would not go with him and do so; that he got \$10 when he signed the contract, and since then has got about \$600 worth of goods from A. M. Sherman's store; that Allen told him that the timber could not be cut this winter.

WA-WI-SE-GI-JIG (his x mark.)

AFFIDAVIT OF WA-SE-QUAI-BE.

STATE OF WISCONSIN,
Oneida County, ss :

WA-SE-QUI-BE, being first duly sworn, on oath deposes and says: That he is the head chief of the Flambeau bands of Chippewa Indians and resides on the Flambeau Reservation, in the State of Wisconsin, and has resided in said reservation since it was set apart by the Government of the United States; that he looks after the general welfare of his tribe; that deponent verily believes that he is legally entitled to an allotment of land in severalty on said reservation, and that he has made application to Indian Agent Gregory for such allotment, and also requested that some patent or other paper be given him by the proper authorities of the United States to show his title to the lands to be to him allotted.

During the fall of 1886 one Joseph Allen, a white man residing on said reservation, informed deponent that a certain parcel of land had been allotted to deponent and at the same time requested this deponent to sell said land to the said Allen; that about the same time or a little afterward said Gregory informed deponent that certain lands had been allotted to him and that said Gregory requested the deponent to sell the logs or timber to one Sherman; that deponent verily believes that said Allen is actually in the employ of said Sherman and sharing in the profits of the logs and timber bought from the Indian reservation aforesaid, and that he is either in the employment of said Gregory or has undue influence over him; that about the month of October, 1887, deponent sold his timber on the lands allotted to him as aforesaid to one Charles Henry at the agreed price of \$3 per 1,000 feet, and that pursuant to such agreement and sale said Henry gave to this deponent a valuable span of horses, wagon, and harness, sold him supplies and advanced him money, and paid several hundred dollars on such contract; that deponent signed such contract and no other, but that afterwards a certain firm of Cosgrove & Gilbert exhibited to said Gregory a certain contract purporting to be a sale by this deponent to said Cosgrove & Gilbert and bearing date August, 1887; that deponent never sold or agreed in any manner whatever to sell said timber to any one during said year 1887, except said Henry, and that he never signed said paper purporting to be a contract of sale to said Cosgrove & Gilbert, and that if his name appears thereon it was a forgery.

Deponent is informed and believes that the price named in said forged document which he is to receive for such timber is \$2 per 1,000 feet instead of \$3, as offered him by said Henry, but notwithstanding the facts hereinbefore set forth the said Gregory decided that said Cosgrove & Gilbert were entitled to cut the timber from said land; that deponent is informed by reliable parties that said timber is reasonably worth \$3 per 1,000 feet, and furthermore he is informed by reliable white men who are competent estimators that there was 1,400,000 feet of pine logs on the tract of land assigned or allotted to him and by him sold to said Henry, and that this deponent has been defrauded, as he verily believes, out of \$1,400 by reason of the forgery aforesaid, and of the decision of said Agent Gregory.

WA-SE-QUAI-BE (his x mark).

Subscribed to and sworn before me January 31, 1888.

[SEAL.]

JOHN BARNES,
Notary Public, Wisconsin.

John Barnes, witness to mark of Wa-se-quai-be.

TESTIMONY OF WA-SI-GWAN-E-BI.

Testimony of WA-SI-GWAN-E-BI, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., March 30, 1888, in the matter of investigating the affairs of La Pointe Indian Agency.

The witness, being duly sworn, deposesh as follows (Edward Blanchard, interpreter):

Witness states that he is the head or first chief of the Chippewa band of Indians located on the Lac du Flambeau Reservation, in Wisconsin. That during the past winter a man by the name of Barnes was here and made out a paper, which he signed, and was sworn to it by Barnes; that he understood that the paper only contained the statement he then made to Barnes; that he did not tell Barnes that he had applied to Agent Gregory for an allotment of land; that he did not tell Barnes that Agent Gregory had requested him to sell his logs to Sherman.

In the year of 1886 one Joseph Allen, who was residing on the reservation, told deponent that a parcel of land had been allotted to said deponent, and said Allen proposed to buy the timber on said land, and that deponent told him he would not sell it; that in the fall of 1887 he sold the timber on his land to C. H. Henry for \$3 per thousand feet stumpage; that after Henry began logging on said land Cosgriff & Gilbert, as he was informed, claimed that they had bought the timber on deponent's land; that he was also informed that Agent Gregory decided that Cosgriff & Gilbert were entitled to have and cut said timber; that he was present at a council when the matter was discussed before the agent; that he don't remember of ever signing any contract with Cosgriff & Gilbert, and they never mentioned timber to him; that he does not know what he will get for the timber cut on his land by Cosgriff & Gilbert, as they never made him an offer for his timber; that he has heard that he will only get \$2 per thousand feet for said timber from Cosgriff & Gilbert, being \$1 less than the price he sold it for to Henry.

WA-SI-GWAN-E-BI, his x mark.

This is the same Indian who made the affidavit before John Barnes, a notary public, of date January 31, 1888. Received at Indian Office March 14, 1888, signed, "Wa-se-quai-be." T. D. Marcum, United States Indian Inspector.

EXHIBIT A A.

Statement of timber cut by A. M. Sherman, 1887-'88.

List of Indians whose claims were cut on by A. M. Sherman, winter 1887 and 1888, showing number feet cut, amount advanced, and balance due at the rate of \$2 per thousand stumpage.

	Cr.
Lot 3. Gu be gi jig:	
By 996,980 feet.....	\$1,993.96
Amount paid on same.....	1,038.98
Balance due Gu be gi jig.....	954.98
7. Ko to Kive:	
By 150,820 feet.....	301.64
Amount paid on same.....	303.72
Balance due A. M. Sherman.....	2.08

Lot 8. Oji Chog:		
By 785,510 feet.....		\$1,571.02
Amount paid		900.39
Balance due Oji Chog		<u>670.63</u>
Biu di ge as si wokwe:		
By 563,500 feet.....		1,127.00
Amount paid.....		43.80
Balance due Biu di ge as si wokwe.....		<u>1,083.20</u>
8. Gu gi ge i ashi:		
By 477,920 feet.....		955.84
Amount paid.....		521.71
Balance due Gu gi ge i ashi.....		<u>434.13</u>
6. O Sha wa bi go kwe:		
By 283,060 feet.....		566.12
Amount paid.....		321.64
Balance due O Sha wa bi go kwe.....		<u>244.48</u>
1. Mi no gi ji guk:		
By 156,230 feet.....		312.46
Amount paid		133.36
Balance due Mi no gi ji guk		<u>179.10</u>
3. Mis ko gi ji go kwe:		
By 14,780 feet.....		29.56
Amount paid.....		862.34
Balance due A. M. Sherman.....		<u>832.78</u>
11. Ne ga ui gi jig:		
By 156,980 feet.....		313.96
Amount paid.....		678.10
Balance due A. M. Sherman.....		<u>364.14</u>
2. Wi ian:		
By 634,650 feet		1,269.30
Amount paid		826.47
Balance due Wi ian.....		<u>442.83</u>
10. Charlie Starr:		
By 832,180 feet.....		1,664.36
Amount paid		1,302.96
Balance due Charlie Starr		<u>361.40</u>
1. Ta wi gi ji go kwe:		
By 295,340 feet.....		590.68
Amount paid.....		693.16
Balance due A. M. Sherman.....		<u>102.48</u>
12. Ne na i gi jig:		
By 44,020 feet.....		88.04
Amount paid.....		491.59
Balance due A. M. Sherman.....		<u>403.55</u>

Lot 10. Osa wa ka mi go kwe:		
By 456,090 feet.....		\$912. 18
Amount paid.....		198. 59
Balance due Osa wa ka mi go kwe		<u>713. 59</u>
6. A ta ge kwe:		
By 137,880 feet.....		275. 76
Amount paid.....		136. 88
Balance due A ta ge kwe.....		<u>138. 88</u>
6. We She Shi Og:		
By 630,610 feet.....		1,261. 22
Amount paid.....		115. 24
Balance due We She Shi Og.....		<u>1,145. 98</u>
1. Ba twau e gun:		
By 643,240 feet.....		1,286. 48
Amount paid.....		180. 82
Balance due Ba twau e gun.....		<u>1,105. 66</u>
2. Wa ko wis kung:		
By 501,820 feet.....		1,003. 64
Amount paid.....		580. 33
Balance due Wa ko wis kung.....		<u>423. 31</u>
4. Be ba Ma shi:		
By 154,720 feet		309. 44
Amount paid.....		584. 41
Balance due A. M. Sherman.....		<u>274. 97</u>
5. Be Sha ba no kwe:		
By 832,940 feet		1,665. 88
Amount paid.....		93. 76
Balance due Be Sha ba no kwe.....		<u>1,572. 12</u>
9. Oga be gi ji go kwe:		
By 433,880 feet		867. 76
Amount paid.....		427. 36
Balance due Oga be gi ji go kwe.....		<u>440. 40</u>
3. Ma ji kiw, No. 1:		
By 576,800 feet		1,153. 60
Amount paid.....		474. 62
Balance due Ma ji kiw.....		<u>678. 98</u>
5. Ga wi ta we wi dang:		
By 289,870 feet		579. 74
Amount paid.....		72. 65
Balance due Ga wi ta we wi daug.....		<u>507. 09</u>
2. Mi gi Sins:		
By 327,650 feet		655. 30
Amount paid.....		645. 55
Balance due Mi gi Sins		<u>5. 75</u>

Lot 13. Ke bi Chi gi jig :		
By 149,380 feet		\$298.76
Amount paid		112.20
Balance due Ke bi Chi gi jig		<u>186.56</u>
14. Wa wa shi okwe :		
By 75,070 feet		150.14
Amount paid		161.74
Balance due A. M. Sherman		<u>11.60</u>
8. Ochi wa si no kwe :		
By 12,420 feet		24.84
Amount paid		549.79
Balance due A. M. Sherman		<u>524.95</u>
11. Joe Shad a Mo :		
By 504,950 feet		1,009.90
Amount paid		192.29
Balance due Joe Shad a Mo		<u>817.61</u>
9. Bus we we gi jig :		
By 280,110 feet		560.22
Amount paid		94.45
Balance due Bus we we gi jig		<u>465.77</u>
6. Ni tum i gi ji go kwe :		
By 130,600 feet		261.20
Amount paid		77.02
Balance due Ni tum i gi ji go kwe		<u>184.18</u>
5. John Ga gons :		
By 172,420 feet		344.84
Amount paid		118.40
Balance due John Ga gons		<u>226.44</u>
15. Ashi bi ko kwe :		
By 69,670 feet		139.34
Amount paid		50.05
Balance due Ashi bi ko kwe		<u>89.29</u>
5. Na Wa kwe gi ji go kwe :		
By 144,730 feet		289.46
Amount paid		74.80
Balance due Na wa kwe gi ji go kwe		<u>214.66</u>
10. O sha was ko gi jig No. 1 :		
By 103,460 feet		206.92
Amount paid		753.44
Balance due A. M. Sherman		<u>546.52</u>
11. Oge ma wa bi go kwe :		
By 1,100,800 feet		2,200.60
Amount paid		292.02
Balance due Oge ma wa bi go kwe		<u>1,908.58</u>

Lot 6. Kish Kau a Kwad Okwe:		
By 393,930 feet.....		\$786.86
Amount paid.....		609.32
Balance due Kish Kaw a Kwad Okwe.....		<u>177.54</u>
2 Ni gi ni gi jig No. 2:		
By 312,460 feet.....		624.92
Amount paid.....		741.03
Balance due A. M. Sherman.....		<u>116.11</u>
3. Da gi ji go kwe:		
By 193,470 feet.....		386.94
Amount paid.....		591.06
Balance due A. M. Sherman.....		<u>204.12</u>
1. Si ni ki gum:		
By 1,003,920 feet.....	2,007.84	
Amount paid.....		853.82
Balance due Si ni ki gum.....		<u>1,154.02</u>
4. Na wa cum a go kwe:		
By 421,950 feet.....		843.90
Amount paid.....		438.92
Balance due Na wa cum a go kwe.....		<u>404.98</u>
7. O Mash ka wi gi ji gwi bi:		
By 142,070 feet.....		284.14
Amount paid.....		235.00
Balance due O Mash ka wi gi ji gwi bi.....		<u>49.14</u>
4. Wa bi ke kek:		
By 61,870 feet.....		123.74
Amount paid.....		76.75
Balance due Wa bi ke kek.....		<u>46.99</u>
2. Mi ta Wa ui ui:		
By 436,500 feet.....		873.00
Amount paid.....		681.20
Balance due Mi ta wa ui ui.....		<u>191.80</u>

TESTIMONY OF SI-NI-KI-GUM.

Statement of SI-NI-KI-GUM, made before United States Indian Inspector T. D. Marcum, at Flambeau Village, on Lac du Flambeau Reservation, in State of Wisconsin, in the matter of investigating the affairs of La Pointe Indian Agency (Edward Blanchard acting as interpreter).

The witness says he is a Chippewa Indian, and lives on Lac du Flambeau Reservation, Wis.; that he is acquainted with Joseph Allen; that said Allen came and wanted to buy the timber on his (witness's) claim and he refused to sell it to him; that subsequently an Indian named Be-shi-que-we-seure came and told him that Allen said for him to tell witness that if he (witness) did not sell him (Allen) his timber he would lose his claim, and that Allen then came and asked him to sell him his timber, and he let him have it, but that Allen did not tell him how much he would get for his timber; that he went with Allen to his (Allen's) house and signed a contract, but its contents were not read or explained to him, and that the contract or paper he signed as above

stated has never been read or explained to him; that there were two Indians present when he signed the contract or paper, but no white person present except Allen.

At the time he signed the paper he got \$25 in cash and has since got some provisions, etc., from Sherman's store; that when they began cutting on his timber he told them he only wanted half of it cut, but he is informed that they cut all of it; that he did not know what he was going to get for his timber until a few days ago, Allen told him the price was \$2 per thousand feet; that he does not know how much timber has been cut from his allotment; that he asked Allen how much had been cut, and that Allen did not tell him, replying that his timber was very nice; that some time ago Allen asked witness if he did not want an 80-acre allotment and he told him yes, and that Allen showed him the plats and where he would locate it and said he would get it for him.

In response to Joseph Allen witness says: He saw Allen out on the reservation last spring and heard he was locating land for Indians, and that he asked Allen to locate his claim, and he said he would do it; that he went to Allen's house and asked him to make a contract for his timber, and at that time he signed the contract or paper and got the money, as before stated; that he never told Allen to cut all the timber on his claim.

TESTIMONY OF W. H. SMITH.

Testimony of W. H. SMITH, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 6, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is W. H. Smith; age, forty-seven years; residence, Fifield, Wis.; occupation, surveyor.

Q. Have you been employed on this reservation during the logging season; and if so, by whom and in what capacity?—A. I have been here since the 20th of July last, in the employment of Henry & Leonard, surveying and estimating on timber; and from May to July I was working for Cosgriff.

Q. In surveying and estimating on timber, as aforesaid, have you found where logging had been done on this reservation, on lands that had not been allotted but were held by the Indians in common?—A. Yes, sir.

Q. When and by whom was this timber cut and logged?—A. It had been cut during the logging season of 1886-'87, and A. M. Sherman had done the logging on land adjoining each place where timber had been cut on lands that had not been allotted.

Q. I will get you, if you can, to describe the location of each parcel of land upon which these trespasses were made, and the amount of timber you estimate that was cut from each.—A. The first is the SE. quarter of the NW. quarter, section 26, township 41, range 4 east, and I think 75,000 feet had been cut there. On the SW. quarter of SW. quarter, section 26, township 41 N., range 4 east, had been cut about 250,000; I have found a number of places where Sherman men have cut over the lines taking a few trees at each place, but I have no memorandum of the places. The trees cut at these different places, I think,

would aggregate 100,000 feet. This is all that I found cut during the last year on lands that had not been allotted.

Q. In what sections and towns was this promiscuous cutting done which you think will aggregate 100,000 feet?—A. Sections 30 and 31 of township 41, range 5 east, and section 23, township 41, range 4 east.

Q. Do you know of any timber that has been cut on the reservation on lands not allotted during the present logging season?—A. Yes, sir.

Q. By whom was this cutting done?—A. By Sherman & Herrick.

Q. Where is the land located upon which the trespass was committed?—A. It is lot 2, on the SE. quarter of the NE. quarter, section 27, township 40 N., range 4 east.

Q. How much timber did Sherman & Herrick cut and remove from the above-described land?—A. I think from 50,000 to 60,000 feet.

Q. Do you know of any other cutting being done by any one on this reservation on land that had not been allotted?—A. No, sir.

Q. Did you ever run the 8'' line east and west, splitting the NW. quarter of section 30, township 41, range 5 east?—A. Yes, sir; I run the line last fall for Wm. McArthur, but did not mark it.

Q. Have you subsequently done any survey on that quarter section?—A. Yes, sir.

Q. When you last surveyed there had the timber, or any part of it, been cut on NW. quarter section 30, township 41, range 5 east?—A. I think it had all been cut.

Q. Who cut this timber?—A. Sherman & Herrick.

Q. After the timber had been cut did you examine to ascertain if the 8'' line east and west dividing said quarter had been correctly established before the timber was cut?—A. I made some examinations, but did not find the line, and don't think it had ever been run and marked.

Q. From your observation as a surveyor, have the lines defining the boundaries of allotments made on the reservation been correctly run, with proper observance of the lines of townships, sections, and quarter sections?—A. No, sir; except what I have surveyed.

Q. In what does the irregularities mostly consist?—A. In most cases the lines marking an allotment seem to have been located so as to encompass a fine body of timber, without paying much, if any, attention to township, section, and quarter-section lines. These lines had the appearance of being run by some one with a pocket compass and hatchet.

Q. Do you know who done the surveying last mentioned?—A. I understood it was done by Joseph Allen and Arthur Coleman, who were in the employment of A. M. Sherman.

Q. Has all or any of the timber been cut on the lands last referred to; if so, by whom?—A. The most of the timber has been cut, and the greater portion has been cut by Sherman & Herrick, and some of it by Henry & Leonard. That part cut by Henry & Leonard I resurveyed before any cutting was done, and it was when doing this surveying that I found how little attention had been paid to proper lines in locating allotments.

Q. In the surveying you have done on this reservation did you use a staff, compass, chain, and chainman, and have the lines located properly and clearly marked?—A. Yes, sir; each and every one, and corner post set, with correct description thereon.

Q. Did you find corner posts set at the corners of allotments surveyed by others; if so, were they properly and correctly located?—A. I found two; is all I remember, and each from 10 to 21 rods out of the way.

Q. Did the mislocation of these corner posts inclose a greater or smaller quantity of timber within the lines of the allotment than would have been if properly located?—A. Their mislocation inclosed a greater quantity of timber than would have been on the allotment if the lines had been correctly located.

Q. In going over the reservation have you observed any of the land that has been allotted from which all the merchantable pine had been cut?—A. Yes, sir; I remember about six allotments that all the pine that is merchantable has been cut, and a number of others that pretty nearly all the timber has been cut off of.

Q. Do you know who logged on the six claims on which all the merchantable timber has been cut and removed?—A. Henry & Leonard one of them, and Sherman the other five.

Q. Do you know of some timber being cut on the north $\frac{1}{2}$ southeast $\frac{1}{4}$, section 27, township 41, range 4 east, during the logging season of 1886-'87?—A. Yes, sir.

Q. At the time the cutting was done had the land described been allotted, or was it held in common by the Indians on this reservation?—A. It had not been allotted.

Q. Who cut this timber?—A. A. M. Sherman.

Q. How much did you estimate had been cut?—A. About 200,000 feet.

Q. During last summer and fall did you go over any of the allotments that had been logged on the preceding winter and spring?—A. Yes, sir.

Q. Did you find any good merchantable pine that had been cut down and left on the ground?—A. Yes, sir.

Q. Well, how much do you think you saw that had been cut and left on the ground?—A. It would be hard to give an estimate, as the timber was scattered over different allotments. I found trees cut down that were good and sound that had not been cut into logs, and others cut into logs and the logs not moved, and in other places logs scattered about, one and two in a place, that had been left. I don't think a man can go 20 rods in any direction on some of these allotments when the snow is off without finding trees and logs cut last year and left on the ground.

Q. Who logged on the land where this timber was cut and left on the ground?—A. A. M. Sherman.

Q. Did you find timber cut and left, as above stated, on all the allotments on which Sherman logged in 1886-'87?—A. Yes, sir; and at the request of the chiefs of the band on this reservation I went over the land logged on in 1886-'87 with them, and they saw the timber left.

Q. Did you ever go over the north half of the northwest quarter, section 30, township 41, range 5 east, and examine the timber thereon and make an estimate as to the quantity?—A. Yes, sir.

Q. What was your estimate made on the timber on this land?—A. Eight hundred thousand feet or over.

Q. Has the merchantable pine been cut on that land?—A. Yes, sir.

Q. How many feet was cut as shown by the scale reported?—A. Five hundred and sixty-three thousand three hundred and eighty feet.

Q. From your knowledge of the timber in this tract of land and the examination and estimates you made, do you think there was more timber on the land than was reported by the scaler?—A. Yes, sir; I think there were from 250,000 to 300,000 feet more on the land than was reported by the scaler.

TESTIMONY OF CHARLES ST. CLAIRE.

Testimony of CHARLES ST. CLAIRE, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 2, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation?—A. My name is Charles St. Claire; age, thirty-four years; residence, State of Virginia; occupation, laborer.

Q. How long have you been on this reservation?—A. Since about the 1st of February.

Q. What have you been doing here?—A. I worked a few days for Henry & Leonard, and then about fifteen or twenty days for A. M. Sherman, at his camp, run by Mr. Runy, and have since worked some for Cosgriff.

Q. Were you at any of the logging camps on this reservation on Sunday, March 25, 1888?—A. Yes, sir; at one of them.

Q. Whose camp were you at on that day?—A. I was at Sherman's camp, No. 3, on Fence Lake, where Mr. Runy is foreman.

Q. If you had a conversation on that day while at said camp with Mr. Runy about cutting down timber state what was said.—A. The conversation came up by something being said about orders to stop cutting and I remarked that orders had come the day before for the cutting to be stopped, to which Runy replied that he had about half of his crew cutting timber that day, and five saws running.

Q. Do you know how many men Runy had cutting timber on that Sunday?—A. Some of the men in the camp said that twenty-two men were out cutting timber.

Q. Were you in the hearing of the chopping and falling trees?—A. Yes, sir; or I could hear the trees falling.

Q. Did you hear many or few trees falling?—A. The falling of the trees, as I went and returned from the camp, was pretty rapid, as though a good many men were engaged cutting them down.

Q. How many men were employed at that camp when you worked there?—A. I think between forty-five and fifty men.

Q. Were they white men or Indians?—A. All white men.

Q. Were white men engaged cutting down and sawing the timber at this camp?—A. Yes, sir.

CHARLES ST. CLARE.

TESTIMONY OF GEORGE W. THOMAS.

Testimony of GEORGE W. THOMAS, taken before United States Indian Inspector T. D. Marcum, at Lac Court Oreille Village, Lac Court Oreille Reservation, Wis., April 14, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is George W. Thomas; age, thirty-six; residence, Eau Claire, Wis.; occupation, lumberman.

Q. Have you at any time been engaged logging on the Lac Court Oreille Reservation? If so, when?—A. Yes, sir; I have been logging

on the reservation during the season of 1887-'88, as one of the firm of England, Thomas & Clark.

Q. How long have you been engaged in the logging business?—A. Five years.

Q. How many allotments have you logged on on this reservation during the season of 1887-'88?—A. Sixty-two.

Q. How much timber have you cut and banked from these allotments?—A. Nineteen million eight hundred and sixty-four thousand four hundred and forty feet.

Q. Was this timber bought delivered on the bank, or did you buy stumpage and have it logged?—A. We cut and banked the timber from fifty-seven of the allotments, guarantying stumpage; the timber from the other five we bought on the bank. The timber for which we guarantied stumpage were from \$5 to \$7.50 per thousand feet banked, and we banked the timber ourselves, guarantying a stumpage of from \$1.25 to \$3.60 per regulating price of stumpage by the quality of the timber and the cost of banking it.

Q. What did you pay for the five lots delivered on the bank?—A. From \$5.50 to \$6.75 per thousand feet, according to the quality of the timber and the cost of driving.

Q. What is the average price you have paid per thousand feet for the timber banked on the reservation?—A. The average on the sixty-two contracts is \$5.81½.

Q. What was the average price for stumpage?—A. Two dollars and thirty-five cents per thousand feet.

Q. What kind of labor have you employed to log on the reservation; white or Indian?—A. Both.

Q. How many men have you had employed, and what per cent. of them were Indians?—A. In all about three hundred and fifty, and about thirty-five were Indians.

Q. Have you employed all the Indians that applied to you for work on the reservation?—A. We did, and tried to hire others that we could not get to work.

Q. Could, or not, the logging have been done on this reservation with Indian labor, aided by white foremen, teamsters, and cooks, as well and cheaply as it was done by the use of so much white labor?—A. No, sir.

Q. What difference could it have made in the cost of banking the timber if only Indian labor had been employed, except white men for foreman, cooks, and teamsters?—A. We could not have guarantied any stumpage, and the cost of banking would have been more than the logs were worth banked.

Q. What would be a fair market price per thousand feet for the logs now banked on this reservation?—A. Seven dollars and fifty cents per thousand feet.

Q. What would be a fair average price per thousand feet stumpage for the logs cut this year on the reservation?—A. About \$2.35.

Q. What has it cost you per thousand feet to cut and bank your timber on the reservation?—A. We have not got in all of our expenses, but I think the average cost per thousand feet will be about \$4.50.

Q. Is the firm of England, Thomas & Clark licensed traders on this reservation?—A. I think the application and bond was in the name of F. L. Clark, the junior member of the firm, and the application for license and the bond was sent to the agent about the first of May last, but as yet we have not received, nor Mr. Clark has not received, a license from the Indian Office.

Q. Is your firm engaged selling goods on the reservation?—A. Yes, sir; and have been since some time in May last.

Q. Do you forward to the agent in charge of the reservation certified copies of your invoices, with the prices at which the goods are sold?—A. Yes, sir; we do so monthly.

Q. On an average, what per cent. do you add to the cost of the goods as a profit to be made on the sale?—A. About 20 per cent.

Q. Are you engaged logging outside of this reservation?—A. Yes, sir; and have been for five years.

Q. What do you pay per thousand feet for scaling logs not cut on Indian reservations?—A. It costs us from $5\frac{1}{2}$ to 6 cents per thousand feet.

Q. What would be a fair price per thousand feet for scaling the timber banked on this reservation this logging season?—A. Six cents per thousand feet.

Q. What amount of merchantable pine timber is now standing on this reservation?—A. I think about 50,000,000 feet.

Q. Were you notified to stop cutting timber on this reservation; if so, when?—A. Yes, sir; on the 18th of March last.

Q. When was the cutting stopped?—A. It was stopped as soon we could get the order to our different camps.

Q. Will ask you to give me the number of feet cut by your firm on each allotment, the price paid therefor, the amount that has been paid, and the amount due each individual Indian from whom the logs were bought.—A. In reply to your question I hand you a statement marked FF, that contains the information.

Q. I see that the footings of the amounts paid and amounts due do not balance with the aggregate amount the timber brought. I will get you to explain this difference.—A. The sum of \$1,088.30 shown as over-drawn should be deducted from the footing of the amount paid, which is done below the final footings on the statement.

GEORGE W. THOMAS.

AFFIDAVIT OF SHOUS-GO-GE-ZEK.

STATE OF WISCONSIN,
County of Oneida, ss :

SHOUS-GO-GE-ZEK, being first duly sworn, on oath says: That he is a member of the tribe of Chippewa Indians belonging to the Flambeau Indians' reservation in the State of Wisconsin, and that he verily believes he is entitled to 80 acres of land in said reservation; that one Joseph Allen informed deponent that he has been allotted 80 acres of land; that said Allen and Indian Agent Gregory requested deponent to sell the timber on said land to said Allen; that deponent refused so to do, and that thereupon said Gregory told deponent that he would give said parcel of land to some one else; that said Gregory refused to allot said lands to this deponent unless he would sell said timber to said Allen, and that deponent refused to sell said land to said Allen, and that in consequence thereof he could not get and did not get the same, and deponent verily believes that said land has been allotted to some one else.

SHOUS-GO-GE-ZEK (his x mark.)

Subscribed and sworn to before me, February 1, 1888.

[SEAL.]

JOHN BARNES,
Notary Public, Wisconsin.

John Barnes, witness to mark.

TESTIMONY OF SHONS GO-GE-ZEK.

Testimony of SHONS-GO-GE-ZEK, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., March 30, 1883, in the matter of investigating the affairs of the La Pointe Indian Agency.

The witness, being duly sworn, deposeth as follows (Edward Blanchard, interpreter):

Witness states that he is a Chippewa Indian, and resides on the Lac du Flambeau Reservation in Wisconsin. That some time during the past winter one John Barnes was at the village on said reservation, and that Barnes asked deponent to sign a paper which he understood stated that he was in favor of having the papers made out to show how they were used here; that he made his mark to the paper, but was not sworn to it, and the paper he signed was not read or explained to him, except as above stated.

He did not tell said Barnes that Agent Gregory requested him to sell his timber to Joseph Allen, nor that Allen had informed deponent that 80 acres of land had been allotted to him. That he did not tell Barnes that when he refused to sell his timber to Allen that Agent Gregory refused to allot said lands to deponent unless he would sell said timber to Allen, and in consequence of his refusal he did not get the land. That said Allen never tried to buy deponent's timber, and that he did not state that he had to to said Barnes. That deponent selected an allotment last spring, but the land he selected had been previously selected by another and he did not get it, and that he has not made another selection, and that he, the deponent, is a brother to the head-chief of the Chippewa band of Indians on Lac du Flambeau Reservation, and that Agent Gregory never asked or requested this deponent to sell his timber to Joseph Allen or any one else. He further states that when he selected his claim last spring he met Joseph Allen on the land he selected, and that said Allen took the number he had selected and filed it in the agent's office in the name of an Indian named Wa-ko-wis-kung, to whom the land was allotted; that the land was well-timbered; that the timber on said land has been cut this winter by A. M. Sherman's men; that at the time he made the selection of the land as above stated one W. H. Smith, who was in the employment of Casgriff & Gilbert, was with deponent when the land was selected, and that said Smith said the land was vacant.

SHONS-GO-GE-ZEK, (his x mark.)

TESTIMONY OF JOHN E. RAY.

Testimony of JOHN E. RAY, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 2, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.:

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is John E. Ray, age, forty-six years; residence, Eau Claire, Wis.; occupation, principally logging.

Q. Are you engaged logging on the Lac du Flambeau Indian Reser-

vation; if so, for whom?—A. I have been during this logging season, up to last Saturday, and in the employment of A. M. Sherman.

Q. In what capacity have you been employed?—A. As foreman at one of the logging camps.

Q. How many men have you worked at your camp?—A. On an average about forty-two men.

Q. Were they white men or Indians?—A. All were white men.

Q. When did you receive notice to stop cutting timber on the reservation?—A. About 10 o'clock a. m. March 26, and stopped at noon on that day.

Q. Were any of the men employed at your camp engaged cutting down timber on Sunday, the day before you received the notice to stop?—A. Yes, sir.

Q. How many men were so employed?—A. Ten men.

Q. Did you have orders or instructions to have trees cut down on that Sunday?—A. On the Wednesday before Mr. Herrick was out at my camp and we were talking about the report that orders were out to have the cutting stop. I suggested to him that we might put a force to cutting trees down and he said, "No; it would not look right." That day I met Fred Leonard and he told me the order was out from Washington and was in Ashland to have the cutting stopped, and he supposed we could keep on until we were ordered to stop. I went down where Henry & Leonard had some men at work and found them engaged cutting down trees, but not cutting them into logs.

Q. How many men did Henry & Leonard have engaged falling trees?—A. I saw three set of saws. On the following Monday I met Leonard again, and he said he did not make much effort to cut down timber.

Q. Did you have a conversation on the subject of cutting down trees with Mr. Herrick after he left you on the Wednesday named and before the Sunday the cutting was done?—A. Yes, sir; on Saturday afternoon, the 24th of March, I met Mr. Herrick here at Sherman's store and I asked him if we should cut the next day, Sunday, and told him Henry & Leonard's men had been cutting down trees and not sawing them up, and Herrick replied it did not look right, but as the others had been cutting I could do so, if I could get the men to work.

Q. How many trees were cut down by your men on that Sunday?—A. They were cutting in small timber, but I don't know how many trees were cut.

Q. How many feet of timber has been cut and banked by your crew on this reservation during this logging season?—A. A little over 3,400,000.

Q. How many 80-acre tracts or parcels of land have you cut on?—A. Nine.

Q. Has all the merchantable pine timber been cut on all or part of these tracts or parcels of land?—A. No, sir.

Q. What instruction did you receive as to size and quantity of timber to be cut from these parcels of land?—A. I was instructed to cut all the merchantable pine timber from 10 inches in diameter at the small end up on three-fourths of each tract, the other fourth to be left in a bunch. In some cases the timber to be left was described to me by Joseph Allen; in other cases it was not designated.

Q. What was it worth per thousand feet to cut and bank the timber you have cut on these nine tracts or parcels of land?—A. I think it has cost from \$5 to \$5.50 per thousand feet.

Q. What was the average distance that this timber had to be hauled?—A. About 1,000,000 feet was hauled a distance of from 1 mile to $2\frac{1}{2}$ miles, about 1,000,000 from 2 to $2\frac{3}{4}$ miles, and the balance from 3 to 4 miles.

Q. How many main roads from your landings were made to reach this timber?—A. Two from the landings, and about one-fourth of a mile from the landing another road. One of these roads is about 4 miles long and the other about (?) miles.

Q. Who scaled the logs you banked?—A. Alex. Lowry, the Government scaler.

Q. (By Mr. Henry.) Where is the land located upon which Henry & Leonard's men were cutting timber as above stated?—A. The west half northwest quarter, section 20, township 41, range 5 east.

Q. Has it cost more to log this winter than usual; if so, from what cause?—A. Yes sir; about 50 per cent. more; caused by no frost being in the ground, the roads not frozen, and the deep snow, and it has been a hard winter on stock.

J. E. RAY.

TESTIMONY OF ARTHUR ROONY.

Testimony of ARTHUR ROONY, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wisconsin, April 2, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation?—A. My name is Arthur Rooney, age; twenty-nine years; residence, Eau Claire, Wis.; occupation, logging.

Q. Are you engaged logging on the Lac du Flambeau Indian Reservation, Wis.?—A. I am now, and have been this winter.

Q. For whom are you logging?—A. A. M. Sherman.

Q. Are you logging by the contract per thousand feet, or by the day or month?—A. I am working by the month.

Q. Have you charge of one of Sherman's logging camps?—A. Yes, sir.

Q. How many men have you worked at your camp?—A. From forty to forty-five.

Q. Were they white men or Indians?—A. All were white men.

Q. How many feet of timber have you cut and banked by the crew working in your camp?—A. I think about 3,300,000 feet.

Q. When were you notified to stop cutting down trees on this reservation?—A. Monday, March 26, 1888, at noon.

Q. By whom were you notified?—A. Mr. Herrick.

Q. How far is your camp located from this village where Sherman's office is kept?—A. About 5 miles.

Q. Did you not have a force of men employed in the woods on Sunday, the 25th of March, 1888, cutting down trees on this reservation?—A. Yes, sir.

Q. How many did you have so employed?—A. Twenty-one men.

Q. From whom did you receive orders or instructions to cut timber on that Sunday?—A. From Isadore Cook.

Q. Who is Mr. Isadore Cook, and what does he do here?—A. When I am here I see him in Sherman's store and in Sherman's office.

Q. Is Cook in the employment of A. M. Sherman?—A. I don't know. I suppose he is.

Q. Who employed you to work on this reservation?—A. Mr. Roy Herrick.

Q. Is Mr. Cook in the employment of Roy Herrick?—A. I don't know.

Q. Had you been instructed by any one to receive and execute orders and instructions given you by Mr. Cook?—A. No, sir.

Q. Was this the only order instructions Mr. Cook has given you in regard to work at your camp?—A. Yes, sir.

Q. Now, if you had received no instructions to act or work under the orders of Mr. Cook from those who employed you, why did you obey Cook's orders relative to cutting timber on this particular Sunday?—A. I supposed it was all right.

Q. If the order from Cook had been to stop cutting timber instead of to cut timber, would you have stopped on his order?—A. Yes, sir.

Q. When did you receive the order from Mr. Cook to cut timber on the Sunday named?—A. On the preceding Saturday, about noon.

Q. What instructions did Cook give you about cutting timber on Sunday, as before stated?—A. He wrote me to cut all the boom timber necessary to boom the logs, and if I could not cut enough that evening to cut on to morrow.

Q. Well, was the "to-morrow" mentioned in the letter, Sunday, March 25, 1888?—A. Yes, sir.

Q. Was all timber trees cut after you received this order until you were ordered on the following Monday to stop cutting used for boom logs?—A. No, sir.

Q. Were all the trees cut on this particular Sunday used for boom logs?—A. No, sir.

Q. Were all the trees cut on Saturday evening after you received Cook's order used for boom logs?—A. Yes, sir.

Q. Why did you cut on that Sunday any timber not used for boom logs?—A. I got orders to do so.

Q. From whom did you get such orders?—A. From Mr. Herrick, who instructed me that if I heard anything about orders for stopping the cutting of the timber, for me to cut away until I received orders to stop, and I construed the orders to mean Sundays.

Q. When did Herrick give you these instructions?—A. I think, the Tuesday before the Saturday I got the order from Cook.

Q. After Herrick gave you these instructions had you heard that orders had come to stop the cutting of timber?—A. Not until I got word from Cook on the Saturday before the cutting on Sunday.

Q. Is the Mr. Herrick referred to engaged in logging on this reservation?—A. I suppose he is.

Q. Have the men in your camp been engaged cutting down trees on any other Sunday during the logging season except the Sunday above mentioned?—A. No, sir.

Q. Were the men employed cutting trees on the Sunday named paid a consideration extra of their daily wages for that day's work?—A. They were paid 50 per cent. extra.

Q. Who scaled the timber cut and banked by the men working in your camp?—A. Robert Reed.

Q. Are you acquainted with Mr. Lowry, the Government scaler for this reservation?—A. I know him when I see him.

Q. How often have you seen him at the landings where you banked the logs cut by your crew?—A. I have seen him twice at the landing and four times at the camp, and I have heard of him being at the landing a couple of times when I was not there.

Q. Who attended to your landing?—A. Thomas Carroll.

Q. How often are you at the landing?—A. Once or twice a week and sometimes twice a day.

Q. How many 80 acre tracts of land have you cut on this season on this reservation?—A. Six.

Q. Has all the merchantable pine timber been cut on all or any one of these tracts?—A. No, sir.

Q. What instructions did you have as to the kind and quantity of timber to be cut on each tract or parcel of land?—A. I was instructed to cut none less than 12 inches at the small end, I had no instructions as to the quantity to be cut from all or any tract.

Q. Were you not instructed to leave one-fourth of the timber standing in a compact form on each tract?—A. No, sir.

Q. When you began work on these tracts or parcels of land did you understand that one-fourth of the timber on each was to be left standing in a compact form, or that you was to cut all the merchantable timber on each tract?—A. I had no instructions on that point.

Q. From whom did you receive instructions when you first went to work?—A. Mr. Herrick.

ARTHUR ROONY.

TESTIMONY OF ROBERT REED.

Testimony of ROBERT REED, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 5, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows :

Q. State your name, age, residence, and occupation.—A. My name is Robert Reed; age, thirty-nine years; residence, Chippewa Falls, Wis.; occupation, lumberman.

Q. Have you been employed on the Lac du Flambeau Reservation, Wis., during the logging season; if so, in what capacity?—A. Yes, sir; in the capacity of scaler, since December 17, 1887, and scaled at the landing of Sherman & Herrick, Camp No. 3.

Q. Were you paid by the month or by the thousand feet scaled for your services?—A. The Government scaler said he was paying scalers 5 cents per thousand feet for their scale, and I went to work.

Q. How long were you employed scaling on this reservation?—A. From the 17th of December, 1887, to the 5th of April, 1888, and scaled 3,340,130 feet of timber.

Q. How often has Mr. Lowry, the Government scaler, visited the landing where you were scaling?—A. I think he was there nine times.

Q. Did he on each visit test your scale to ascertain whether or not it was correct?—A. Yes, sir; except his first visit.

ROBERT REED.

TESTIMONY OF JAMES RYAN.

Testimony of JAMES RYAN, taken before United States Indian Inspector T. D. Marcum, at Odanah, Bad River Indian Reservation, May 7, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows :

Q. State your name, age, residence, and occupation.—A. My name is James Ryan; age, thirty-two years; residence, Washburn, Wis.; occupation, logging.

Q. Were you engaged logging on the Bad River during the winter of 1887-'88?—A. Yes, sir. As foreman for J. B. Denomie.

Q. Did you log the timber bought by Denomie from John Twobirds, Nodin A. Denomie, H. Denomie and E. Connors?—A. Yes, sir.

Q. What was this timber worth per thousand feet stumpage?—A. It was not worth much; the land had been logged over two or three times. If the timber had been given me I could not have built camp and put in an outfit to log it. It was all refused timber, such as other loggers had left as no good, and mostly in rough ground, and was scattered all over the eighties, which made it expensive to log.

Q. How was this timber branded; was the timber cut from each of these allotments designated by different brands?—A. No, sir; it was branded the same as the timber cut on Denomie's land, and all banked at the same landing.

Q. How much do you think was cut on Denomie's land?—A. I think between 800,000 and 1,000,000 feet.

Q. How much do you think was cut on the land of Mr. Genory and banked at the same landing?—A. I don't know, but I think about 100,000 feet.

Q. Do you know of any trespasses committed in the cutting of timber on the reservation during the logging season of 1887-'88?—A. No, sir.

Q. How often was Mr. Young, the Government scaler, at your camp during the logging of 1887-'88?—A. I don't think he was there more than four or five times.

Q. How much timber did you bank on the reservation of J. B. Denomie?—A. Five million seven hundred and eight thousand six hundred and seventy feet.

JAMES RYAN.

TESTIMONY OF JAMES A. SCOTT.

Testimony of James A. Scott, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 25, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation?—A. My name is James A. Scott; age, 43; residence, N. P. Junction, Minn.; occupation, farmer.

Q. Are you in any wise connected to or with the band of Chippewa Indians that reside on the Fond du Lac Reservation, Minn.?—A. Yes, sir; my wife is a member of that band.

Q. Has any land been allotted to your wife on said reservation?—A. Yes, sir. Her first allotment of a fraction less than 80 acres was made in 1886 and her last allotment of 80 acres was made to her by Special Agent Wall the 25th of January last; also an allotment was made to my daughter Emma for 80 acres in 1886.

Q. Has your wife and daughter sold the timber on the lands allotted them; if so, when and to whom?—A. Yes, sir; they sold the timber on the first allotments in September, 1887, and my wife sold the timber on her last allotment in February last. All the timber was sold to Pat Hynes.

Q. What did Hynes agree to pay them for their timber?—A. Five dollars per thousand feet for it, banked; the timber on two of the eighties was to be delivered at the Northern Pacific Railroad and the other on the bank of Stony Creek.

Q. Has any or all of the timber been cut on this allotment?—A. Hynes's contractors claim that all the merchantable timber has been cut from each tract or allotment.

Q. Did your wife and daughter contract with Hynes to have their timber cut and banked for them?—A. No, sir.

Q. Did you as their agent make such a contract or agreement?—A. No, sir.

Q. What conversation, if any, did you have with Hynes in respect to banking this timber?—A. I asked him if he was going to put in all the timber and he said he thought he would; that he did not think he would make any subcontracts. I told him I did not care to put in the timber on the 80 that had to be banked on Stony Creek, but I wanted to put in or bank the timber for my wife and daughter that had to be hauled to Northern Pacific Railroad.

He replied that he wanted all the timber put in by one camp that could be worked from the camp, and asked me if I could put in more than my wife and daughter's timber at the railroad, and told him I could put in the four eighties that would work from that camp, and that I did not ask any assistance or supplies from him to do so, and he said as soon as he got rates from the railroad I could go to work. Some time afterwards I learned that Hynes had put George Foley on the lands and that their camp was built and that the cutting of the timber begun.

I went to Hynes then and asked what he was going to pay per thousand feet stumpage, and he said \$2 per thousand for far and near timber, all the same price. I told him that was not fair; that the timber of my wife and daughter's eighties was none to haul over one-half mile and two thirds of it not to haul over one-fourth of a mile, and that it was not fair to charge them as much per thousand feet for banking their timber as he did others whose timber had to be hauled 2 and 3 miles. He said he could not help it, that it was late, and the timber had to go in.

I told him, my wife and daughter in my presence, that he would give them a stumpage of \$2.50 per thousand feet if he cut and hauled the timber, and he replied that there was nothing of the kind in the contract.

Q. How much timber was cut on your wife and daughter's land?—A. The weekly scale report furnished my wife shows 354,010 feet cut and banked at railroad, but Hynes has only given her credit for 315,380 feet, which is 39,380 feet less than shown by weekly scale report. The weekly scale reports show 334,330 cut and banked on the railroad for my daughter, but Hynes has only given her credit for 296,280 feet, 38,050 feet less than shown by weekly scale report. We did not receive weekly scale report of my wife's timber cut and banked on Stony Creek, but Hynes has credited her with 123,700 feet.

Q. Were you on your wife and daughter's land while timber was being cut and hauled to the railroad?—A. Yes, sir; frequently.

Q. Did you observe whether the logs cut on said land were all branded?—A. Yes, sir; I saw logs being hauled off the land to the railroad that were not branded, and I went and asked L. H. Daily, the scaler who branded logs that were hauled in before they were branded, and he replied that he did if the teamster told him where they were hauled from. I complained by logs being hauled before they were branded, and he told me to go to Mr. Boling about it. I came to this place and complained to Hynes, and he wrote a note to Joseph Boling to be careful and see that each one got credit for their own logs, and I went back and delivered the note to Boling. On the day I delivered

Boling the note, I met Boling, the camp boss, and he told me if I came back raising a muss about his camp he would break my back.

Q. Were you at the landing on the railroad where this timber was banked after it was all hauled and before it was shipped away?—A. No, sir; I was there about two weeks before they broke camp, and they were then hauling logs from my wife and daughter's land.

Q. Did you observe the letter and number on any of these logs to ascertain how many logs had been cut on either of their land; if so, state what you know about it?—A. My daughter's logs were designated by the letter E, being marked on the ends of the logs, and on the 7th of March I saw a lot of her logs loaded on the cars, and the highest number I saw was 2,973, which showed if their numbering was right that 2,973 logs had been cut on her land at that time.

Q. How many logs were cut for your daughter, as shown by scale report?—A. The weekly scale report furnished by the scaler at the railroad shows 1,219 logs, but the scale report furnished me by Hynes only shows 1,059 logs scaled.

Q. Have you been on this land since they quit hauling there?—A. Yes, sir; I was all over my daughter's land, counted the stumps of the trees cut, and the number of logs each cut.

Q. How many trees were cut and how many logs did they make in the aggregate?—A. I do not remember the number of trees, but I counted about 130 logs that had been hauled away more than my daughter had credit for, and I found at least 50 logs cut that were left unmoved.

Q. Had all the merchantable pine trees been cut on your daughter's land?—A. No, sir; some good trees were left standing, but scattered over the land.

Q. What was the timber cut and removed from these tracts of land worth per thousand feet stumpage?—A. Timber located in the same vicinity and about the same distance and expense of hauling about the same was sold last year for \$3.50 per thousand feet stumpage.

Q. Did you ever have an offer made you by any logger to cut and bank on the railroad your wife and daughter's timber?—A. Yes, sir; Mr. Magneson offered to cut and bank it for \$2 per thousand feet.

Q. Why did you not employ him to do so?—A. Hynes claimed that he had the right to have it cut, and I did not suppose that I could make the contract unless Hynes was willing.

Q. Was Mr. Magneson a responsible person?—A. Yes, sir; and had his teams and camp outfits to do the work, and afterward got a contract down at Thompson.

Q. In going over the reservation have you found any land where the timber had been cut that is held in common by the Indians?—A. No, sir.

Q. Do you know where the land allotted to Kate Dubrey last winter is located?—A. Yes, sir.

Q. What amount of merchantable pine is on said allotment?—A. I don't think there is 25,000 feet on it.

Q. Do you know what she paid for the location of that claim?—A. I heard her say to-day that she paid Danilson and Armstrong \$50 for it, and I saw it charged to her on her book showing her account with Hynes, to whom she had sold timber on her first allotment.

JAMES A. SCOTT.

TESTIMONY OF JAMES RUTTLE.

Testimony of JAMES RUTTLE taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 26, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeseth as follows:

Q. State your name, age, and residence.—A. My name is James Ruttle; age, fifty-five years; residence, Cloquet, Minn.; occupation, blacksmith.

Q. Are you in any wise connected with the band of Chippewa Indians that reside on the Fond du Lac Reservation?—A. My wife is a Chippewa, by whom I have five children.

Q. Has any land been allotted on said reservation to your wife and children?—A. My wife got a patent some time ago for 80 acres, and last January my wife got a certificate from Special Agent Wall for an additional 80. Also Special Agent Wall, in January last, issued to my son David a certificate for 160 acres; to my son Jacob, certificate for 80; to my son Walter, a certificate for 80; to my daughter Mary, who is married, 160 acres; and my daughter Ellen has a selection of 40 acres, but did not get a certificate for it.

Q. Who located this land for your wife and children?—A. I located some of it and bought the description for 360 acres of it from some white men.

Q. What are the names of these white men, and how much did you pay them for the description you bought?—A. Paid John Leman \$250 for two eighties and one forty selection, and paid Dorris & Hunter \$200 for two 80-acre selections, making \$450 paid for the 360 acres.

Q. Has the \$450 been paid to these parties?—A. Yes, sir; part of it in cash, and the balance I told Pat Hynes, to whom the timber was contracted, to pay it.

Q. Did Hynes contract for the timber on the land for which Special Agent Wall gave certificates last January?—A. Yes, sir; all except the 40-acre tract to Ellen, my youngest child, and the timber has all been cut, except on one 80 to my wife, and a part of Walter's.

Q. Did Special Agent Wall show you or your wife and children the lands described in the certificates he issued to them?—A. No, sir.

Q. What did Hynes agree to pay for the timber?—A. Pat Hynes had it done. He agreed verbally to have it banked for \$3 per thousand feet.

Q. Why did you buy the descriptions for the land as above stated?—A. I was told that Hynes would contract for the timber on land located by them. I was told so by Hynes himself.

JAMES RUTTLE.

TESTIMONY OF PETER ROBIDEAU (OR MORISETT).

Testimony of PETER ROBIDEAU, taken before United States Indian Inspector T. D. Marcum at Cloquet, Minn., April 20, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeseth as follows:

Q. State your name, age, and residence.—A. My name is Peter Robideau; age, twenty-nine; residence, on Fond du Lac Reservation.

Q. Are you a member of the band of Chippewa Indians that reside on the Fond du Lac Reservation in Minnesota?—A. Yes, sir.

Q. Have you had any land allotted to you on said reservation?—A. I have the certificate of Special Agent Wall for 80 acres allotted to me on said reservation.

Q. When did you receive the certificate from Special Agent Wall?—A. I think it was the 25th of January last.

Q. Did the Indians on the reservation object to land being allotted to you?—A. Yes, sir.

Q. Did they make known their objections to the special agent, when he was here, at the time he issued your certificate?—A. Yes, sir.

Q. Was Agent Gregory present at the time?—A. Yes, sir.

Q. Was any proof taken to establish your rights to allotment on the reservation?—A. Yes, sir. I had two witnesses, and the agent and special agent decided that I was entitled to allotment, and the special agent gave me a certificate for 80 acres.

Q. Prior to this time had you contracted the timber on the land you had located to any one?—A. Yes, sir. Some time last summer I contracted it to Pat Hynes.

Q. Had Hynes paid you anything on the timber prior to the time Agent Wall came here to make allotments?—A. Yes, sir; about \$690.

Q. Are you a married man?—A. Yes, sir; since January 2 last.

Q. Has your wife had lands allotted her on the reservation?—A. Yes, sir; in her maiden name as Mary E. Frageau.

Q. When did she receive her allotment?—A. From Special Agent Wall in January last.

Q. Were objections made by the Indians on the reservation to the allotment of land to your wife?—A. They did for awhile, but they did not object before the special agent.

Q. Had your wife contracted her timber before she received her certificate from the special agent as heretofore stated?—A. Yes, sir; to Pat Hynes.

Q. When did she make the contract with Hynes?—A. Some time last summer.

Q. Had Hynes paid her anything on the timber prior to the time she received her certificate from the special agent?—A. Yes, sir; about \$300.

Q. Has any of her timber been cut; if so, how much?—A. Yes, sir; the scaler reports 472,460 feet cut.

Q. What did Hynes agree to pay her for this timber?—A. Five dollars per thousand feet, banked.

Q. Who cut and banked the timber?—A. Pat Hynes had it done.

Q. Did you or your wife contract with Hynes to have her timber cut and banked?—A. I did not, and if she did I know nothing about it. I am satisfied she did not, for it was my intention to have it logged, and I had offers from loggers to put it in for \$2.50 per thousand feet.

Q. Why did you not make your own contracts for the banking of your timber?—A. Hynes said that he had fixed it up to do the logging himself unless those who logged their own timber would give security. I told him I could get the logging done without any aid from him, and he told me I had better wait and see Agent Gregory and I could find out from him whether he would let me log my timber, and before Agent Gregory came here Hynes had cut his roads into the timber on my land, and when the agent did come I did not have a chance to talk to him about it.

Q. How much timber was cut on your allotment?—A. Hynes cut this year, 522,430 feet as shown by scaler's report.

Q. Had any timber been cut on the land located by you before you received the certificate from Special Agent Wall?—A. Yes, sir; 162,600 feet was cut last winter a year ago.

Q. Who had cut it?—A. Pat Hynes.

Q. Did you receive the pay for this 162,600 feet?—A. No, sir.

Q. Had you prior to this cutting filed your application to have the land allotted to you?—A. Yes, sir; I had filed with E. L. Rose, the agency farmer, a description of the land, but made no contracts with any one for the timber.

Q. Well, how did the timber happen to be cut?—A. My claim had not passed the council and a claim had been given during the fall of 1886 to Miss Philomen La Fave, which had been cut on a contract made with another party for land in another section 6 miles away. Hynes claimed that he had cut it through mistake and the man who they claimed to think it belonged to had got about \$280 of the money, and the balance, I was told, was paid to the mother of Miss La Fave, and E. L. Rose took my number and gave it to Miss La Fave and gave her authority to have the timber cut and the amount, 162,600 feet, was cut for her on my claim, but she died about the time settlement was being made and Hynes told me the money was being held until it was settled who got the allotment. I got the land, but have not got the money for the 162,900 feet of timber.

Q. Was the agency farmer present when you signed the contract with Hynes for your timber?—A. No, sir. I don't remember of any one being present except myself and E. L. Rose, Hynes's book-keeper.

Q. Did the agency farmer ever read or explain to you the conditions of the contract you signed or ask you if you had signed it?—A. No, sir.

PETER ROBIDUE.

TESTIMONY OF MARY E. ROBIDEAU (née FREZEAU).

Testimony of MARY E. ROBIDEAU (née Frazeau), taken before United States Indian Inspector T. D. Marcum at Cloquet, Minn., April 21, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows:

Q. State your name and residence.—A. My name is Mary E. Robideau and I reside with my husband on the Fond du Lac Reservation, Minn.

Q. Are you a member of the band of Chippewa Indians that reside on said reservation.—A. Yes, sir; I am a one-fourth-blood Chippewa.

Q. Have you received an allotment of land on said reservation?—A. I have a certificate for 80 acres, allotted me last January by Special Agent Wall, but have not received a patent for the land.

Q. Have you sold all or any part of the timber on the land described in said certificate; if so, how much and to whom?—A. I contracted the timber to Patrick Hynes last July, before the allotment was made to me, and he was to pay me \$5 per thousand feet for it on the bank.

Q. Has any of the timber been cut and delivered on the bank?—A. Yes, sir; 472,460 feet, as shown by the scale report furnished me.

Q. Who cut and hauled your timber?—A. Pat Hynes, or he had it done.

Q. Did you contract with Pat Hynes to cut and bank your timber?—
A. No, sir; and I did not give him any authority to do so.

Q. Did the Indians on the reservation object to an allotment being made to you?—A. Yes, sir; they had objected some time before Agent Wall came here.

Q. When did you file with the agency farmer the description of the land described in the certificate of Agent Wall?—A. I think it was in January, 1887.

Q. Had Pat Hynes paid you any money or goods on your timber before the special agent, Wall, came here to make allotments?—A. Yes, sir; he gave me \$50 the 14th July, 1887, the day I made the contract with him, and afterwards made other payments that in the aggregate amounted to about \$300 that I received before the special agent made the allotment to me.

Q. Did Special Agent Wall show you the location of your land, or show it to any one designated by you?—A. No, sir.

Q. Do you know where the land allotted to you is situated?—A. No, sir; I never seen the land, and all I know about it is by the description in my certificate.

Q. Were you married when you filed upon the land described in your certificate?—A. No, sir; and my certificate of allotment is made out in my maiden-name, Mary E. Fregeau.

Q. How long have you resided on the Fond du Lac Reservation?—
A. Since about the first of August last.

Q. Where had you lived prior to August last?—A. I was born and raised at Superior, Wisconsin.

MARY E. ROBBIDEAU.

TESTIMONY OF E. E. ROUSSAIN.

Testimony of E. E. ROUSSAIN, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 28, 1888, in the matter of investigating the affairs at La Pointe Agency, Wis.

The witness, being duly sworn, says:

That he is a Chippewa Indian and a member of the band that reside on the Fond du Lac Reservation. That in May, 1887, he located on said reservation three selections of 80 acres each for allotments of land on said reservation, to wit: One for Cecile Roussain, one for Zoe Roussain, and the other Wa-ba-tow, all members of the Chippewa band that reside on said reservation. That Zoe Roussain is the mother and Cecile Roussain is the sister and Wa-ba-tow the niece of deponent. That on the 27th of June, 1887, he forwarded to Agent Gregory by mail the description and location of said land to be entered for allotment as above stated. That under date of June 29, 1887, he received a letter from Agent Gregory acknowledging the receipt of said description. Said letter is herewith filed, marked E. R., and the description therein mentioned is herewith filed, marked R. E. That some time last fall he was informed that the land located by him for his mother and sister had been taken from them. That he learned in January last that the 80 acres he had located for Zoe Roussain was divided between Charles Fregeau and Maggie Osaugi, and the 80 located for Cecile Roussain had been given to Charles Fregeau and Mary Robbideau, Fregeau getting one-half of each 80 and Maggie Osaugi and Mary Robbideau getting each 40 acres.

At the council held by the Indians in January last, when Agent Gregory and Special Agent Wall were present, the council objected to the land being allotted to the said Fregeau, Osaugi, and Robbideau. That on that occasion he (deponent) went to Agent Gregory and tried to get said lands allotted to the parties for whom he had selected the land, but the agent refused to do so, stating that the above-named parties were not yet reported. That he (deponent) was afterwards informed that certificates for allotment of the land were issued by Special Agent Wall to said Fregeau, Osaugi, and Robbedau. That a certificate was issued by said Wall to Wa-ba-tow for the land located as above stated for her.

That deponent was informed that prior to the issuing of the certificates by Agent Wall, as above stated, that said Fregeau, Robbideau, Osaugi, and Wa-ba-tow had contracted the timber on said land to one Patrick Hynes, while his sister, Cecile Roussain, had contracted the timber on the land located for her to Andrew Gorvin. He further states that when he located and forwarded the description of the land to Agent Gregory, as above stated, that it was then held in common by said Indians and subject to allotment, and at that time had not been filed upon by said Fregeau, Osaugi, and Robbideau, and that the allotting of the land, as above stated, was an injustice to said Zoe and Cecile Roussain, who were entitled to said land; that he is informed that Hynes has cut and removed the timber on said land under contracts made with the parties to whom the certificates were issued by Special Agent Wall.

E. E. ROUSSAIN.

[R. E.]

Cecile Roussain, S. $\frac{1}{2}$ NW., $\frac{1}{4}$ sec 23, town. 50, range 19 W.; Zoe Roussain, S. $\frac{1}{4}$ NE. $\frac{1}{4}$, sec. 22, town. 50, range 19 W.; Wabaton, lots 3 and 4, SE. $\frac{1}{4}$, sec. 15, town. 50, range 19 W. Charles Fregeau, Mary Rabideaux, Cecile Roussain, Magrie Osage, Charles Fregeau, Zoe Roussain.

[E. R.—Cecile Roussain, S. $\frac{1}{2}$ NW. $\frac{1}{4}$, sec. 23, 50, 19.]

LA POINTE AGENCY,
Ashland, Wis., June 29, 1887.

SIR: Yours of the 27th instant at hand. I inclose herein copies of the allotments applied for by Cecile Roussain, Zoe Roussain and Wa-ba-tow.

As these names were not handed to me during the council, they have never been acted on by the Indians.

The consent of the Indians in open council is necessary before applications can be forwarded to Washington.

I have recorded your selections in the plot book in this office, so that the eightys remain secured to you until you can act upon them.

Respectfully,

J. T. GREGORY,
U. S. Indian Agent.

EUSTACE E. ROUSSAIN,
Fond du Lac, Minn.

TESTIMONY OF O-SHA-WASH-KO-GI-JIG.

Testimony of O-SHA-WASH-KO-GI-JIG, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wisconsin, March 29, 1888, in the matter of investigating the affairs of the La Pointe Agency, Wis.

The witness being duly sworn, testifies as follows (Edward Blanchard acting as interpreter):

Witness states that he is a Chippewa Indian and resides on the Lac u Flambeau Reservation; that he knew one Joseph Allen, who resides

on said reservation; that in the spring of 1887 said deponent made a selection of an allotment of land on said reservation, and that he went to said Allen, believing Allen to be the Government farmer, and took said Allen and showed him the land he had selected; that subsequently he contracted the timber on the land he had selected to C. H. Henry for \$3 per thousand feet stumpage.

After he had made the contract with Henry, said Joseph Allen came to deponent and told him that if he did not let A. M. Sherman have his timber that he (Allen) would not let deponent have the land selected; that he, through fear of losing his claim, agreed to let Sherman have his timber, and that Allen wrote out a paper and asked deponent to make his mark, and he did so; that the contents of the paper were not read nor explained to this deponent then nor thereafter, and that he did not then nor does not now know what he is to get for said timber; that since he contracted his timber to Allen or Sherman he has got money and goods from said Allen and goods from said Sherman's store; the amount thus received as shown by the book furnished him is \$665.52; that when he made said contract with Allen his (deponent's) family consisted of himself, wife, and one child, and that his wife died about one month ago; that he does not know how much, if any, timber has been cut by Sherman and Allen on his land; that he made said contract with Allen at Allen's house, Allen's wife being present, and no one else except Allen and deponent.

O-SHA-WASH-K-GO-JIG, his x mark.

Witness:

T. D. MARCUM.

HENRY TURRISH.

STATEMENT OF O-MASH-KA-WI-GI-JI-GWE-BI.

Statement of O-MASH-KA-WI-GI-JI-GWE-BI, made before United States Indian Inspector T. D. Marcum, at Flambeau Village, on Lac du Flambeau Reservation, State of Wisconsin, March 28, 1888 (Edward Blanchard being sworn as interpreter).

The witness states that he is a Chippewa Indian and belongs to the band on the Flambeau Reservation; that he has known Joseph Allen since the latter came to this reservation, that said Allen came to him and wanted to buy the timber on his claim and offered him \$100 on it and he refused it; that afterwards an Indian named Rising Sun came to witness and told him if he did not let Allen have his timber he would lose his claim, and that he then went to Allen and took the \$100, telling him (Allen) that whoever gave him the most for his logs would pay him the \$100; that at the time he got the money he touched a pen and made a mark on a paper, which he thought was for the money he got; that the contents of the paper he signed was not explained to him then nor thereafter; that he afterwards sold his timber to Captain Henry for \$300 per thousand feet stumpage; that Sherman & Allen cut some of the timber, but they would never tell him how much they were going to pay him per thousand feet for what they cut; that he got some goods at Sherman's store, but they have never settled and would never tell him how much they would pay for the timber they had cut; that when he asked what they were going to pay him for his timber Allen would tell him to wait until the agent came and they would tell him what he would get.

That he got \$100 from Captain Henry and took it to Allen and told him to take his money, that he did not want it, and Allen walked off and would not take it; that he got the \$100 from Henry before he contracted his timber to the latter.

TESTIMONY OF WILLIAM RUSLER.

Testimony of WILLIAM RUSLER, taken before United States Indian Inspector T. D. Marcum, at Lac Court Oreille Village, Lac Court Oreille Reservation, Wis., April 10, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is William Rusler; age, thirty-seven years; residence, on Lac Court Oreille Reservation and am Government farmer on said reservation.

Q. How long have you been Government farmer on said reservation, and by whom were you appointed?—A. I was appointed by the honorable Commissioner of Indian Affairs, and reported for duty to the agent, February 23, 1886.

Q. Are you acquainted with a firm that logged on this reservation under the firm name of Calligan Bros?—A. Yes, sir.

Q. Did you, in the summer of 1886, inform said firm or any member thereof or agent therefor, that, in making logging contracts, preference would be given to parties who made advances to the Indians, for the purchase of their logs?—A. No, sir; I told them that the parties who fed the Indians during the summer ought to have their pay.

Q. Were you at any time, in 1886, instructed or told by Agent Gregory that Calligan Bros. would not be allowed to log on the reservation, and instructed not to furnish them any blank contracts, as he (the agent) would not approve any contracts made for Indian pine by said firm?—A. Yes, sir.

Q. Did you subsequently inform the Indians of this reservation that Calligan Bros. would not be permitted to purchase their timber or logs?—A. Yes, sir; all that talked to me about it.

Q. Were you, after this, instructed or informed by the agent that he would allow said firm to log on the reservation?—A. Yes, sir; he and Governor Pound and the Calligans came to the reservation, I think, in November, 1886, and on that occasion the agent told me that he would approve of the contracts made by said firm.

Q. What further instructions, if any, did you receive from the agent on that occasion relative to contracts made by Calligan Bros?—A. The agent showed me a plot of, or diagram of one township on which certain parcels of land were marked, upon which the Calligans claimed they had agreements for the timber and had made advances thereon, and some parcels, in other townships were claimed by them under agreements and advances made, and they also claimed that other loggers had subsequently contracted for the timber on some of these lands, and I was instructed that in such cases, if the Indians wanted to contract with the Calligan Bros. to have their timber, Calligans were to have it, provided they had had the first agreement with the Indians therefor. Under these instructions, I think, three cases of duplicate contracts or agreements were brought to my attention, where the Indians appeared to express a preference. Some two or three others were spoken

of, but the Indians never appeared with the contractors to express any preference.

Q. What disposition was made of the three cases where the Indians did appear and express their preference as to who should log their pine?—A. In one case Dobie & Stratton got the contract, and in another the Calligans got it, and the last I did not decide the case, but it was referred to the agent and it was given to Peter Bergiven.

Q. Did the Indians, to the contracts awarded to Dobie & Stratton, or Bergevin, or in either case, express a preference to contract with the Calligan Bros.?—A. The Indian whose name is Mary Bray, expressed her preference for Calligan Bros., stating that she done so because Calligans had offered her 25 cents per thousand feet more than her contract price with Bergiven, and this offer was made after Bergiven had contracted for her timber, and I referred the case to the agent, and he decided in favor of Bergiven.

Q. Were you present when Bergiven made the contract with Mary Bray for her timber?—A. I was.

Q. Where was the contract made?—A. At Flambeau farm, about 30 miles from Chippewa Falls, Minn.

Q. Is the "Flambeau farm" on or off of this reservation?—A. Off of it.

Q. Did you, or not, on the occasion this contract was made, tell Mary Bray that the agent would not approve contracts made with the Calligan Bros.?—A. Sometime before I was there her husband was on the reservation and I told him the agent would not approve contracts for the Calligan Bros., and I may have told her so; but, if said, I do not remember it.

Q. Did you go to the Flambeau farm with Bergevin to see Mary Bray with the consent or under instructions from Agent Gregory?—A. I asked him if he had any objections to me going, and he said he had not.

Q. Did you tell him what you were going there for?—A. Yes, sir; it was to go there and have the contracts interpreted to the Indians living on said farm and to some who lived at Chippewa Falls.

Q. Had the contracts been made with these Indians or did you go to be present and have them interpreted when made?—A. I understood agreements had been made and I drew up the contracts that were signed after we got there.

Q. With whom did these Indians contract their timber?—A. Two with Dobie & Stratton and three with Peter Bergiven, and three at Chippewa Falls with Donald McDonald.

Q. Did Agent Gregory inform or instruct you that he would not approve any contracts made by Calligan Brothers for Indian pine to be logged during the logging season of 1887-'88?—A. No, sir; the agent told me the Calligans asked him if he would approve their contracts, and that he told them they would have to take their chances with the rest.

Q. Have any transcripts for allotments to minor children been filed with you as agency farmer?—A. Yes, sir.

Q. Have these allotments been approved?—A. No, sir; the names, with a description of the land, has been filed and entered on my book, but they have not been approved by a council of the Indians.

Q. Has any of the timber been cut on the land filed upon in the name of these minor children?—A. Yes, sir. Cutting was done on one forty that had been filed upon for a minor child.

Q. Who cut this timber, and how much was cut on said land?—A. The cutting was done by men in the employment of Dennis Carroll, who resides at Chippewa Falls, Wis.

Q. Did Carroll have a contract for this timber?—A. No, sir.

Q. Describe the land upon which this trespass was committed and in whose name had it been filed upon.—A. It is the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of section 34, township 40, range 7 west, and was entered in the name of Minnie Thayer.

Q. How much timber did Carroll cut on this land?—A. 222,490 feet.

Q. Was Carroll logging on the reservation this year?—A. Yes, sir. He had a few contracts, mostly on old choppings and where timber had been burned on patented land.

Q. Did you report this trespass to Agent Gregory?—A. As soon as I heard of the cutting I went and stopped it, and within a few days afterward I reported the matter to Agent Gregory, and he said let them put in what had been cut and when he came down he would adjust the matter, but no more must be cut on the claim.

Q. Do you know of any one else cutting timber on this reservation on land that has not been allotted?—A. Yes, sir; some have been reported to me.

Q. Who cut this timber?—A. Two cases have been reported against England, Thomas & Clark, where their men cut over the line, and two similar cases reported against Dobie & Stratton, and each of these firms admit one case of trespass each, and the lines will have to be run to settle the other two.

Q. How much timber was cut by each firm on land reported as a trespass?—A. The case admitted by Dobie & Stratton is 103,830 feet, and by England, Thomas & Clark 64,620 feet.

Q. Do you know of any timber being cut on the reservation on lands that have been patented by parties having no contract with the patentee for his timber?—A. One case was reported to me during the winter against England, Thomas & Clark. The timber in controversy has been scaled, and the lines have to be run to determine the case.

Q. Are the lines encompassing the various allotments plainly marked, or is the allotment described by the fraction of quarter section, township, and range allotted?—A. The lines are not very plainly marked. They rely mostly upon the description given of the land.

Q. Do you know of some timber being cut in 1886-'87 by Dobie & Stratton on the land or allotment of Besh-kwe-min-di-moie, on which they had no contract?—A. Yes, sir.

Q. Did you report this trespass to Agent Gregory?—A. Yes, sir; at the time of settlement with the Indians for their timber last fall.

Q. Do you know of the Calligan Brothers cutting timber on the same land during the logging season of 1886-'87?—A. Yes, sir.

Q. Did they have a contract for the timber?—Not that I know of. When the matter was reported to me I called P. H. Calligan's attention to it, and he said he did not know his men were cutting the timber and that he would see to it. On the following day Agent Gregory and Inspector Gardner came here and I reported it to the agent, and a day or so afterward I heard the agent and P. H. Calligan talking about it, and Calligan said he would have the cutting of this timber stopped at once, and the agent instructed me to see that it was done, and I don't think any timber was cut on the land by Calligan after he said he would stop.

On reflection, I remember that the timber cut by Dobie & Stratton was discussed when the agent and Inspector Gardner were here.

Q. Do you know of any legal proceedings being instituted against the Calligans for this trespass?—A. Yes, sir; I was told so by Agent Gregory and by Assistant United States District Attorney W. H. Rogers. I

was afterwards told by the attorney that he thought they would settle the case.

Q. Who caused proceedings to be instituted against the Calligans for this trespass?—A. I think it was done by W. A. Roberts, of Ashland, Wis., a special agent of the General Land Office. Mr. Roberts came here some time last spring, and told me that Agent Gregory had sent him here to get the particulars of the trespass above referred to by Callagan Bros.; also, the particulars of another trespass alleged against them on land near Devil's Lake, and I give him the information I had.

Q. Did Special Agent Roberts make any inquiries concerning the trespass of Dobie & Stratton on the land and timber of Besh-kwe-min-di-moie?—A. He did not, nor of no other cases except those against the Calligans.

Q. Have any other trespassers on this reservation been prosecuted since you came here as farmer?—A. No, sir.

Q. Have the Indians on this reservation, or any of them, complained to you that timber was being cut on their lands without their consent?—A. They complained to me about the cases heretofore referred to, and I stopped the cutting.

Q. Did any of them ever complain to you that the timber on their land that had not been allotted was being cut?—A. No, sir. There have been a few cases of complaints made that cutting was done on land that had been applied for for minor children, and I investigated each, being the cases heretofore referred to against Dobie & Stratton, and England, Thomas & Clark as occurring this year.

(Examination continued April 13 by the inspector.)

Q. Were you present at conference or council held here in April, 1887, between Agent Gregory and some of the Indians of this reservation?—A. I was. The meeting or council was had in my office.

Q. State, if you know, the object of that meeting or conference?—A. It was to decide upon the rights of certain Indians who had the year before made application for allotments of land. Part of these applications had been made in 1885, and all of them prior to April 23, 1886. At that time (April 23, 1886) these applications were held over until the council of April, 1887, when they were to be approved on certain conditions; and it was to determine how many of these applicants had complied with these conditions that the conference above referred to was held here April 27, 1887, and also to revise and correct the list of applications for allotments made between April 23, 1886, and April 27, 1887.

Q. What understanding or agreement was arrived at or made between Agent Gregory and the Indians at the council or conference of April, 1887, in respect to the applications for allotments held over at the council of April 23, 1886?—A. There were 101 names on the list held over at the council of April, 1886. Of these, at the council in April, 1887, 9 were stricken off as being under age, 2 names or applications were withdrawn, 2 had died, 2 names were stricken off on account of former allotments, 3 had made application for land that had been previously patented, and 6 were decided not to belong to the Lac Court Oreille band, making 24 names that were stricken off, leaving 77 on the list, and the Indians claimed that a large number of the remaining 77 on the list had not complied with the conditions of the agreement made by the council of 1886, and were therefore not entitled to allotments.

The applicants claimed that they had complied with the requirements of the council of 1886, and the agent decided to allow the list of 77 names to be entered for allotments, and that he would give the Indians who were objecting further time to find out whether the applicants had complied with the requirements prescribed by the council of 1886. Subsequently a committee of four Indians whom I understood had been appointed by the council of April, 1887, reported to me that they had not investigated the entire list, but had found 16 applicants who had not complied with the requirements of the council of 1886, and in a letter of May 11, 1887, I reported to Agent Gregory the names of the 16 applicants who the committee reported were not entitled to allotments.

Q. On what conditions did the council of 1886 agree to consent to the allotments of lands to these applicants?—A. I was informed that these applicants had not lived on the reservation until a short time before making their application for allotments, and the council of April, 1886, agreed that if these applicants would build suitable dwellings on their allotments, the lands they had selected, and make such improvements as would show that they had come to the reservation in good faith to make it their future home, the council would consent for the allotments to be made; and the report of the committee of four, before referred to, reported to me the list of 16 names, before spoken of, as not entitled to allotments, not having complied with the requirements of the council, and I reported these names to the agent in letter of date May 11, 1887, a copy of which I herewith file, marked D.

Q. Were the 16 names reported by the committee of four as not entitled to allotments stricken from the list of applicants for allotment?—A. I was informed either by the agent or agency clerk that no changes were made in the list, and I have a copy of the roll forwarded to the Department at Washington for allotments, and I find the 16 names referred to in the list.

Q. Who furnished you the copy of the roll or list referred to in your last answer?—A. It was sent me from the agent's office.

Q. Have any persons whose names were on the list of applicants forwarded to the Department since the council of April 27, 1887, sold the timber on the land they had applied for patents for?—A. Yes, sir.

Q. Have the 16 persons, or any of them who were rejected by the council and committee of four as before stated, sold the timber on the lands they had applied for?—A. Fourteen of them have done so, and 13 of them were cut.

Q. How many, if any, of these 14 are now living on the reservation?—A. Eight. Six have since left the reservation.

Q. How many of the Indians whose claims were logged in 1886-'87 now reside off the reservation?—A. I think about 60.

Q. Were you instructed to allow the Indians whose names were on the list forwarded to the Department for approval, after the council of April 27, 1887, to contract their timber?—A. I was instructed by Agent Gregory to let the contracts be made, but to instruct the Indians and the contractors that no timber must be cut until the list had been approved at Washington; and when such contracts were made I so informed the parties to the contract. In December and January last some of the traders began cutting on some of these claims, and I gave them written notice to stop, and on the 16th of January last I wrote Agent Gregory a letter in regard to the matter, a copy of which I filed, marked E.

Q. What instructions did the agent give you in reply to your letter of January 16?—A. I did not receive any reply or instructions in writing. Some time afterwards I was at the agent's office and he told me it would

be all right for the contractors to cut this timber, and that he would stand between them and harm.

Q. Do you know anything about a letter or petition sent some time last summer by some of the Indians on this reservation to the honorable Commissioner of Indian Affairs complaining in respect to the management of the affairs of their reservation, etc?—A. I knew nothing about the contents of the letter until it was handed to me in October last by Agent Gregory; Mr. Gurnoe had previously spoken to me about it.

Q. What was done with the letter on the occasion it was handed you by the agent?—A. The agent left it with me.

Q. What instructions, if any, did he give you in respect to the matter?—A. He told me that he would be back here in a few days and he wanted me to see if I could find any one whose name was signed to the letter without authority.

Q. Did you investigate the matter as instructed by the agent?—A. Yes, sir; I think I saw quite a majority of those whose names were signed to the letter.

Q. Did you find any one who denied the signing, or authorized the signing, of his name thereto?—A. I did not.

Q. Did you report the result of your investigation of the matter to Agent Gregory?—A. I had a conversation with him afterward and told him I had not found anybody who denied the signing of the letter.

Q. How often have you seen Agent Gregory since he delivered you this letter last October?—A. I think I have seen him five or six times since.

Q. What did you do with the letter and accompanying papers the agent gave you in October last?—A. I have had them in my office ever since, and they are here now.

Q. You will please tell me the date of the letter referred to, signed by the Indians?—A. There are two of them; one dated June 20, 1887, and the other September 3, 1887.

Q. Why did you not return these papers to the agent?—A. I had no instructions to do so, and he never called for them.

Q. At the time you told the agent you had not found any one who denied the signing of the letter above mentioned, did he or not tell you what to do with the letter?—A. No, sir.

Q. When did you report to the agent that you had not found any Indian who denied the signing of the letter?—A. It was some time between the date I received it in October and the 15th of last November.

Q. Do you know of Agent Gregory requesting any one else to try and find some Indian who had not signed nor authorized the signing of his name to this letter?—A. Yes, sir; he asked Ed. Gordon, a half-breed Indian, to do so.

Q. When and where did he ask Gordon to do so?—A. At the same time and place that he instructed me to do so.

Q. What reason, if any, did Agent Gregory give for wanting to find some one who had not signed this letter?—A. He said if he could find some one whose name was signed to the letter without authority he would make it hot for somebody.

Q. Did he or not instruct you to investigate the matters and complaints stated in the letter, and ascertain whether true or false?—A. No, sir.

Q. Do you know of any investigation being made by Agent Gregory of any of the complaints or grievances made to the honorable Commissioner of Indian Affairs, stated in the letter of June 20, 1887, above mentioned?—A. No, sir.

Q. A short time after Agent Gregory gave you this letter, did you or not have it read and interpreted before a council held by the Indians residing on this reservation?—A. Yes, sir.

Q. Did the charges and complaints made in the letter or petition meet the approval or disapproval of the Indians in the council?—A. There were no expressions of disapproval, and my understanding was that the council approved the complaints made in the letter or petition.

Q. Did you inform the agent that you had had the letter or petition read and interpreted to the council?—A. I remember that I discussed with the agent some matters that were before the council. One was the subject of white labor on the reservation, and another matter was the opposition of the Indians to the appointment of H. M. Hewett as Government scaler; and I also told him that all the Indians that were in the council whose names were signed to the letter had stated that they signed or authorized their names to be signed to the letter.

Q. What was the attitude of this council on the subject of white labor on the reservation?—A. They seemed to be afraid that the Indians would not get work; that those especially who had teams would be crowded out by white men.

Q. What seemed to be their objection to the appointment of Hewitt, Government scaler?—A. I don't remember that I heard their objections to him.

(Examination continued April 14.)

Q. What amount of money, if any, did Agent Gregory take charge of at the settlement with the Indians in 1836, for timber, and deposit in bank to the credit of the individual Indians to whom it belonged; I mean Indians on this reservation?—A. Twelve thousand three hundred and twenty-six dollars and eighty-one cents, which was deposited in the Sawyer County Bank, at Hayward, Wis.

Q. How much of this money, if any, remains to the credit of the Indians for whom it was deposited?—A. Three thousand four hundred and forty-four dollars and twenty cents.

Q. What has been done with the balance?—A. One of the depositors loaned Father Vogt, a Catholic Priest, \$500, and another loaned the same priest \$100. I drew the checks for the amount of these loans by direction of Agent Gregory. The Indians wanted to make the loan and the agent permitted them to do so. The balance has been checked out by the depositors, by some weekly installments, and by others to buy or build houses, to buy farms, horses, and wagons, etc. Also, \$1,594.04 was deposited in Seymour's Bank, at Chippewa Falls, Wis., to the credit of a blind Indian woman, who was allowed to check \$10 per week, and there is a balance remaining to her credit of \$574.04.

Q. When did you receive notice to notify the contractors and others to stop cutting timber on this reservation?—A. On Saturday evening, March 17, 1887. The order was dated March 16, and the agent's name was signed by "H. H. Beaser, clerk."

Q. When did you serve the notice on the contractors and loggers operating on this reservation?—A. I notified all of them on Sunday, March 18, 1888, and I think by the following Tuesday the cutting down of trees had stopped.

Q. Did you defray your own expense on the trip you made to Chippewa Falls and to the Flambeau Farm to have the contracts heretofore mentioned read and explained to the Indians?—A. No, sir.

Q. By whom were your expenses paid?—A. By Peter Bergevin and Dan McDonald.

Q. Was it on that trip that Bergevin made the contract with Mary Bray?—A. Yes, sir.

Q. On that occasion, when Bergevin proposed to buy her timber, did she say that she had agreed to let Calligan Bros. have it?—A. On reflection I think she said she had agreed to let Calligans have her timber, and I told her that my instructions from the agent was that the Calligans would not be allowed to log on the reservation, and she entered into a contract with Bergevin.

Q. Have you at any time received any compensation in money or valuables for services rendered in securing contracts or aiding any contractors to secure contracts for Indian pine on this reservation?—A. No, sir.

Q. At the settlement made with Indians on this reservation, in 1887, for the pine timber they had sold, what amount of money did Agent Gregory take charge of, if any, and deposit in bank to the credit of individual Indians?—A. Thirty thousand six hundred and seventy-eight dollars and fifteen cents. This amount was deposited in sums ranging from \$125 to \$2,400, divided up among forty-six Indians, and was deposited in the Ashland National Bank, of Ashland, Wis.

Q. How much of this money, in the aggregate, remains to the credit of these Indians?—A. Eleven thousand eight hundred and eighty-three dollars and eighty-nine cents.

Q. What has become of the balance?—A. It has been used by some in weekly installments, by some to build houses or buy farms and live stock, and one woman loaned Father Vogt, the priest above named, \$500.

Q. From your observation as agency farmer what per cent. or proportion of the Indians on this reservation who have sold their pine are or were capable of controlling the expenditure of their money?—A. Of the full-bloods and half-breeds who have lived most of their time on the reservation there are not to exceed 8 per cent. of them who were or are capable to take care of their money; the balance have run through with and spent all they got for their timber. Some few of the latter class were induced to put up houses to live in. Of the mixed-bloods who have been raised and always lived off of the reservation and came here after logging began, I think perhaps two-thirds of them have fairly taken care of their money.

Q. What per cent. of the allotments made on the reservation has been made to the Indians and mixed-bloods who have not lived on the reservation prior to the time logging began here?—A. I think about one-third of the whole number.

Q. What per cent. of this one-third, who have received their allotments and sold their timber, now reside on the reservation?—A. I think about one-third, and some who are now here have told me that they were going to leave as soon as they settle up for their timber.

Q. Have the Indians who have cut and banked their own pine received therefor as much or more net money as those who sold for stumpage?—A. They received less, and a great majority of them came out in debt; the cost of banking the timber being more than they received for it on the bank; as a rule it is only the half-breeds, who have lived off of the reservation and worked at logging, who do not come out in debt.

Q. Do you know of any timber being cut on this reservation on the lands that belong to minor children?—A. Yes sir.

Q. Under what authority is this timber being cut?—A. By order of the judge of the circuit court for this judicial district.

Q. On whose petition or application was such an order made by the

court aforesaid?—A. In one case upon the petition of an uncle to the child—another was on the petition of the child's grandmother; in another case by the child's father, who is a white man; and in the other four cases—being seven in all—the order was made on the application or petition of some of their relatives.

Q. What reasons were alleged upon which the court made the orders in these cases?—A. First, the danger of the timber being destroyed by fire; second, by wind; and that it was necessary in order to give the children means of support.

Q. On the hearing of these cases was the agent in charge of the reservation present?—A. The cases when filed were referred to a referee, and the agent was in Hayward when some of the testimony was taken, but do not know whether he was present at the taking of the testimony.

Q. Were you in Hayward at the time the agent was there when testimony was being taken in these cases?—A. I was there one day, and gave my testimony.

Q. On that occasion did you hear any other witness testify in any of these cases before the referee?—A. No, sir.

Q. Was Agent Gregory present when you gave your testimony?—A. I think he was there at some time while I was testifying.

Q. What was the nature of the order made in these cases by the judge of the circuit court?—A. The order provided for the appointment of guardians for the children, who were required to give bonds to be approved by the judge of the circuit court, and to be filed with the clerk of the court, and these guardians were authorized to sell the timber, collect the money, and pay it into court.

Q. In pursuance to the orders of court was the timber on the lands of these seven minor children sold?—A. Yes, sir.

Q. Who bought it?—A. The Valley Lumber Company, one tract; England, Thomas & Clark, two, and Dobie & Stratton got four.

Q. How was the timber sold, at public outcry or private sale?—A. The court fixed a stumpage price per thousand feet on each tract from the report and evidence submitted by the referee.

Q. What was the stumpage price per thousand feet fixed by the court?—A. At prices ranging from \$1.50 to \$3 per thousand feet.

Q. Has all the timber been cut on these seven tracts of land?—A. I don't know; but I think it has, except in two cases where the cutting was stopped by the recent order of the Commissioner of Indian Affairs.

Q. What amount of timber has been cut on the lands of these minor children?—A. It amounts to \$18,413.12, and there remains to be cut timber that will amount to about \$2,000, making in all about \$20,413.12.

Q. Have any of the Indians on this reservation applied for an additional allotment under the Dawes severalty act?—A. Yes, sir; I think about 50 have done so.

Q. Has any timber been cut on the lands selected as additional allotments?—A. I think not; none was contracted.

Q. How are allotments made on this reservation?—A. The Indians bring me a description of the land selected and I make a record of it, showing the date it was filed, and these selections are presented to the annual council of the Indians, who pass upon the eligibility of the applicant.

Q. Have any names been forwarded for allotments whose applications were rejected by the council?—A. I know of none except the sixteen heretofore spoken of.

Q. How many Indian men are on this reservation who belong to the Lac Court Oreille band that are capable of performing the labor required in logging camps?—A. I think about 200.

Q. I will get you to furnish me the copies of the two letters referred to in your testimony which you had written to Agent Gregory, also copy of letter written by you to Agent Gregory, for Ah-ke-wen-zie, and George Shepp, the head chiefs of the Lac Court Oreille band of Indians, date May 12, 1887.—A. I hand you copies of the letters asked for marked respectively D, E, and F.

WILLIAM RUSLER.

TESTIMONY OF ALVIN STONE.

Testimony of ALVIN STONE, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, on Lac du Flambeau Reservation, State of Wisconsin, March 28, 1888, in the matter of investigating the affairs of the La Pointe Indian Agency.

The witness being duly sworn, deposeth as follows :

Q. State your name, age, and place of residence.—A. My name is A. Stone ; age, thirty-seven years, and residence on the Lac du Flambeau Reservation.

Q. Are you in blood part Chippewa Indian ?—A. Yes, sir ; my mother is a Chippewa Indian woman.

Q. Are you acquainted with one Joseph Allen, who for some time past has resided on this reservation ?—A. Yes, sir ; I have known him for nearly ten years.

Q. Did you ever have a conversation with Mr. Joseph Allen in which he said he was the Government farmer for the Flambeau Reservation ?—A. I did not hear him say he was Government farmer. I have heard him say he was here doing business for Agent Gregory.

Q. Did you ever have a conversation with Mr. Allen in regard to taking your allotment of land on this reservation ?—A. Yes, sir.

Q. State what he said to you on the subject.—A. The Indians at the beginning were opposed to taking their claims in severalty and wanted to sell the timber on the reservation as a whole. This we were informed by Mr. Joseph Allen we could not do, and he asked me to take my claim, and I agreed to do so, and I selected on section 13, township 41, range 4 east, the E. $\frac{1}{2}$ of the SE. $\frac{1}{4}$. This was the spring before they began logging on this reservation.

Q. Well, did you get the land selected as above stated ?—A. No, sir ; it was subsequently given to Wa-si-gwau-bi or one of his family.

Q. Did you ever ask Mr. Allen or any one else why you did not get the land you had selected ?—A. Yes, sir ; I asked Mr. Allen and he said the Indians were kicking against it, and Agent Gregory told me the same.

Q. Did you ever have any conversation with Mr. Allen about selecting another claim ?—A. Yes, sir.

Q. State what he said on that occasion.—A. He said if I would sign a contract to let A. M. Sherman have the timber he would help me get a claim, and he did not know whether I could get a claim unless I did.

Q. Did you agree to this and sign such a contract ?—A. Yes, sir.

Q. Have you made your selection of land under this agreement ?—A. Yes, sir ; or Mr. Allen gave me the numbers and I gave them to the farmer, Mr. Edwards.

Q. When was this selection and the contract for Sherman to have the timber made ?—A. Some time last winter, and the selection was in section 35, township 41, range 5 east, and the SE. $\frac{1}{4}$ of said section.

Q. What did Sherman agree to pay you per thousand feet for this timber?—A. Five dollars per thousand feet, delivered on the bank or at a railroad.

Q. Were there any reasons other than the consideration paid for the timber that influenced you to sell the timber to Sherman; if so, what were they?—A. I was afraid if I did not sell the timber to Sherman that I would not get my land, as Allen told me that unless I sold to Sherman I would probably lose my claim, and I heard of other Indians who had lost their claims selected because they would not contract to let Sherman have their timber.

Q. Give me the names of the Indians who you heard lost their claims selected because they would not let Sherman have their timber.—A. John Patterson and Langley Stone.

Q. Did you ever go to Mr. Allen and ask him to assist you in getting your claim?—A. No, sir; but he came to me about it.

Q. What conversation did you have with Allen and Sherman when you contracted the timber to Sherman?—A. They told me if I would sign the contract they would try and get me a claim, and Sherman privately told me I had been working against them or I would have got my claim before. I told him I had not.

ALBIN STONE.

TESTIMONY OF O-SHE-WA-GO-BE-GO-KWE.

Testimony of O-SHE-WA-GO-BE-GO-KWE, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 6, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows (Ross Allen acting as interpreter):

Witness states that she is a Chippewa Indian and a member of the band that resides on Lac du Flambeau Reservation, and that in the summer of 1886 80 acres of land was allotted her on said reservation; that during the summer and fall of 1886 one Joseph Allen frequently asked her to sell the timber on her land to A. M. Sherman, and that said Sherman also asked deponent to sell him her timber; that she finally agreed to let Sherman cut the timber, he agreeing to pay her \$5 per thousand feet for white pine and \$4 per thousand feet for Norway. That said Sherman has never told deponent what he had allowed her for the timber he cut, but she has been informed he only allowed her \$1.50 per thousand feet for white pine and \$1 per thousand feet for Norway. That the goods she bought of said Sherman were charged to her at prices twice what they were worth. That she did not agree or contract with Sherman, or any one for him, to let said Sherman cut any of the timber on her land during the logging season of 1887-'88. That last fall Agent Gregory asked her to let Sherman cut the balance of her timber and that she told him (Gregory) that she would not, and that she refused to make any contract last fall with said Sherman though requested by him and the agent to do so. But said Sherman, as she is informed, has went upon the land and cut and removed her timber without right or her consent.

That she was not present at any time when her sister Bin-de-ga-as-en-okwe made or signed any contract with said Sherman.

O-SHE-WA-GO-BE-GO-KWE (her x mark).

TESTIMONY OF NA-JI-KE-WE-WE-DANG.

Testimony of NA-JI-KE-WE-WE-DANG, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., March 29, 1888, in the matter of investigating the affairs of La Pointe Indian Agency.

The witness, being duly sworn, testified as follows (Blanchard acting as interpreter):

That he is a Chippewa Indian and resides on the Lac du Flambeau Reservation; that he is acquainted with one Joseph Allen, who is living on this reservation; that some time last summer said Allen told him he had selected a claim for Ma-chi-ji-gi-go-kwe, the daughter of deponent; that subsequently Allen came to deponent and wanted him to sell the timber on his daughter's claim selected for her by said Allen to A. M. Sherman; that he refused to do so; that on two subsequent occasions Allen tried to get said deponent to sell the timber on said claim to said Sherman, and he refused to do so on each occasion; that on his last refusal to sell said timber to Sherman, said Allen told this deponent that unless he sold the timber to Sherman, his daughter would not get the claim that he (Allen) had selected for her; that he (Allen) would put somebody else on the claim; that deponent still refused to sell his daughter's timber to Sherman, and believing that said Allen would not let his daughter have the claim selected for her by Allen, he abandoned the claim and selected another for his (deponent's) daughter, and that his daughter has now contracted the timber on the last claim selected to C. H. Henry, but none of the timber has been cut.

NA-JI-KE-WE-WE-DANG (his X mark).

Witness:

T. D. MARCUM.
HENRY TURRISH.

TESTIMONY OF LIZZIE NA-GA-NAB.

Testimony of LIZZIE NA-GA-NUP, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 25, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows (John Jibaway, interpreter):

Witness states that she is a Chippewa Indian and a member of the band residing on the Fond du Lac Reservation, Minn., and that in September last one John Lemnon, a white man, came to her and told her that he had a number and description for 80 acres of land on said reservation, which he would sell for \$50, and that it was worth \$700; that she being entitled to an allotment she agreed to pay him \$50 for the number and description, and filed the same with Agency Farmer Cook. That in January last she received a certificate of allotment for said land from Special Agent Wall.

That on the day she bought the number and description from Lemnon she contracted the timber on the land to Pat Hynes and signed an order, as she was told, for Hynes to pay Lemnon \$50, but finds that she is charged by Hynes with a payment of \$100, paid to Lemnon. That during the past logging season 225,310 feet of timber was cut on her

land as shown by scale reports. That she does not know what Hynes agreed to pay for her timber, nor that she does not know where the land is situated; that Special Agent Wall did not show her the land, nor tell her where it was situated.

That she is a full-blood Indian and a daughter of the head chief, Na-ga-nup.

LIZZIE NA-GA-NUP (her x mark).

TESTIMONY OF JAMES NA-GA-NAB.

Testimony of JOSEPH NAGANUP, taken before United States Indian Inspector, T. D. Marcum, at Cloquet, Minn., April 25, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness being duly sworn, deposeseth as follows: That he is a Chippewa Indian and resides on the Fond du Lac Reservation, Minn.; that he is a son of Naganup, the head chief of the band that resides on said reservation; that in January last, to wit, the 25th day, he received a certificate, No. 183, of allotment from Special Agent Wall for two selections of 40 acres each, making 80 acres; that prior to that time he had contracted the timber on these selections to Pat Hynes, as he understood, for \$2.50 per one thousand feet stumpage; that according to the scale report they cut on said 80 acres 486,750 feet of timber; that he also contracted Hynes the timber on another 80 tract, for which he has received no certificate of allotment, and, as he understood, at \$2.50 per one thousand feet stumpage, on which 403,770 feet has been cut as shown by scale report, and that Hynes now refuses to pay him but \$2 per one thousand feet for said timber.

He further states that a great deal of good timber was cut and left on his land. That he, deponent, has hauled over 60 logs left on 40 tract to the mill of the Nelson Lumber Company, for which they give him lumber in exchange, and that there remains cut yet to be hauled on said 40 about 25 logs, and a number of valuable trees have been felled that have not been sawed into logs, and that he has been over another 40 tract and found many valuable logs cut that were not hauled. That he does not know how the other 80 was logged as he has not been on it since logging stopped. That said Hynes cut and hauled 402,640 feet of timber from an 80-acre tract that had been selected for his, deponent's, daughter, Virginia Na-gu-nup, who is now dead, and for which she had received no patent or certificate; that said timber was cut and removed from said land without any contract therefor or authority given to do so, and that he finds many good, valuable logs cut on her land that have not been hauled or scaled, and some good trees felled that have not been sawed into logs, and that most all of the merchantable timber on the lands heretofore mentioned has been cut down.

JAS. NAGANAB.

TESTIMONY OF MRS. HATTIE PRICE, née Martell.

Testimony of HATTIE PRICE, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 19, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness being duly sworn deposeseth as follows:

Q. State your name, age, and residence.—A. My name is Hattie Price; age, nineteen years; residence, Fond du Lac Reservation.

Q. Are you a member of the band of Chippewa Indians that reside on the Fond du Lac Reservation?—A. Yes, sir; I am one-quarter Chippewa.

Q. Have you had any land allotted to you on the Fond du Lac Reservation?—A. I have the certificate of Special Agent Wall for two fractional quarter sections, aggregating 150.60 acres, which he gave me January 25, 1888, or he gave it to my husband, F. T. Price. The allotments are made in my maiden name, Hattie Martell.

Q. Who selected and located for you the land described in the certificate furnished you by Special Agent Wall?—A. Mr. Jack Lennon.

Q. Did you employ him to locate your land for you?—A. I asked him to locate one piece for Price before I was married.

Q. Did you at the time agree to pay him anything for locating the land for you?—A. I told him I would pay him for his trouble, but no sum was mentioned or agreed upon.

Q. Did you afterward pay him for locating one of your allotments; if so, how much?—A. Yes, sir. When he gave me the description of the land he charged me \$100 for locating it. He told me there was about 450,000 feet of timber on the land he had located for me. The selection only contained 70.60 acres.

Q. When did Lennon locate this land for you?—A. Some time last summer.

Q. Who located for you the 80 acres described in the certificate of Special Agent Wall?—A. I was informed by my husband that Jack Lennon located it.

Q. Did you pay Jack Lennon the \$100 he charged for locating the 70.60-acre tract for you?—A. Yes, sir; I gave him an order on Patrick Hynes, to whom I sold the timber on both tracts of land described in my certificate.

Q. What did Hynes give you for the timber?—A. Five dollars per one thousand feet banked.

Q. Did you contract with any one to cut and bank your timber?—A. No, sir.

Q. Did you ever authorize Patrick Hynes, or any one else, verbally or in writing, to go upon your land and cut and remove any of the timber thereon?—A. No, sir; I did not.

Q. Did you make the contract with Hynes or with some one acting for him for your timber?—A. I made the contract with E. L. Rose, who, I think, is book-keeper for Hynes.

Q. Did you contract the timber on both pieces of your land at the same time?—A. No, sir; but both contracts were made with Mr. Rose, who was representing Mr. Hynes. Mr. Rose came to my house one night about 9 o'clock and brought a contract drawn up for me to sign for the timber on my last selection, and I signed it.

Q. Who was present when you signed the contract Rose brought you in the night?—A. My sister-in-law, Mrs. George Price, Mr. Rose, and myself.

Q. Did Mrs. George Price, or any one else, sign their names as witnesses to the contract?—A. No, sir.

Q. Were you afterward called upon by any one and asked if you had signed that contract?—A. No, sir.

Q. Did you ever go before the agency farmer, Mr. Cook, and acknowledge that you had signed either of the contracts made with Hynes for your timber, or state in his presence that you had done so?—A. No, sir.

Q. Did you ever make a contract with Lennon, or any one else, to survey and mark the lines encompassing the land to be allotted to you?—A. No, sir.

Q. Did you authorize Patrick Hynes to pay Lennon, or any one else, for making such surveys?—A. No, sir.

Q. Do you know how much timber Hynes cut and removed from your land?—A. The scaler's report furnished me show that 272 to 590 was cut on the 70.60-acre tract and 226 to 470 on the 80-acre tract.

Q. Have you ever been on either of tracts of land described in the certificate given you by Special Agent Wall?—A. No, sir.

Q. Did you designate any one to whom Special Agent Wall was to show the land allotted to you?—A. No, sir.

Q. Do you know where either tract of the land is situated?—A. No, sir.

Mrs. HATTIE PRICE.

TESTIMONY OF GEORGE W. PRICE.

Testimony of GEORGE W. PRICE, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 20, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is George W. Price; age, thirty-two years; residence, Cloquet, Minn.; occupation, plasterer.

Q. Are you a member of the band of Chippewa Indians that reside in Fond du Lac Reservation, Minn.?—A. My mother was a member of that band, but I never lived with this band until I came here a year ago. But I have lived with the Chippewas at White Earth, Red Lake, and Leech Lake Reservations for the last eighteen years preceding my coming here.

Q. Have you received or applied for an allotment in land on the Fond du Lac Reservation?—A. Yes, sir. I filed a description on an eighty with the agency farmer last August, but have received no certificate of allotment.

Q. Why did you not receive a certificate of an allotment from Special Agent Wall last January?—A. The Indians objected to the land being allotted to me, and I did not have the proof at hand to establish my right, and Agent Gregory told me that he would hold the claims for me and give me further time to obtain proof to establish my rights, and in the first part of February I obtained the proof required and filed it with the agency farmer, Mr. Cook, to be forwarded to the agent, and have heard nothing from my claim; and the same proof also established the rights of my sister and brothers to allotments, which were likewise objected to by the Indians.

Q. Prior to the time that Agent Wall came here, in January last, had you contracted the timber on your claim to any one; if so, to whom?—A. Yes, sir; I contracted the timber to Patrick Hynes the day I filed on the claim, and some time afterward he paid me \$35 on the contract.

Q. What was Hynes to pay you for the timber?—A. Five dollars per one thousand feet on the bank.

Q. Have you cut or authorized any of the timber to be cut on said land?—A. No, sir.

Q. Has any of the timber on the land been cut; if so, how much?—A. Yes, sir. I received from L. H. Darling, one of the scalers, a statement dated March 26, 1886, that 32,610 feet had been cut.

Q. Who cut this timber?—A. Men in the employment of Patrick Hynes.

Q. Where is this timber banked?—A. It was to be banked upon the Northern Pacific Railroad, but it has been hauled to the Northern Pacific Railroad and shipped to Superior, Wis.

Q. Have you received the pay for the timber cut?—A. No, sir; and did not know that any had been cut until I received the scaler's report above mentioned, and then I found out that the timber had been shipped out of the State.

Q. Are you a brother to Mrs. Jennie E. Klink, *née* Jennie E. Price?—A. Yes, sir.

Q. Do you know where the land located for her on said reservation is situated?—A. Yes, sir; it is the SW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$, section 20, township 49, range 18, and lot 1, section 29.

Q. Has she received certificate of allotment for the above-described land?—A. Her claim is in the same condition of mine and her rights the same as mine.

Q. Has any of the timber been cut on the above-described land which was filed upon in her name?—A. Yes, sir.

Q. How much?—A. I have never seen the scaler's report, but I and my brother, F. T. Price, were on the land last Monday and we counted over eighty stumps of trees cut on said land and converted into logs.

Q. How many feet do you think these eighty trees would cut?—A. The timber cut was very large; I think as much as 60,000 to 70,000 feet; in addition to these stumps there were, I think, as much as 25,000 feet cut on her land that is still lying on the ground, some of the trees sawed into logs and the logs unremoved, and some logs cut, marked, and on the skidways, and left there. On one forty it was clean, but on the other it had been culled over, and only the best timber cut, leaving a great deal that is good merchantable timber.

Q. How much timber do you think was cut on the two forties filed upon by your sister Jennie?—A. I think as much as 100,000 feet, including what is cut and not hauled.

Q. Where was this timber banked?—A. On a switch of the Northern Pacific Railroad, and the timber has been shipped away, to Superior, Wis.

Q. How far would the timber have to be hauled to where it was banked and loaded on the cars?—A. About $1\frac{1}{2}$ miles.

Q. How far did the timber cut on your claim have to be hauled to where it was banked and loaded on the cars?—A. About $1\frac{1}{2}$ miles.

Q. What would be a fair price per one thousand-foot stumpage for the timber cut on the land filed upon by yourself and your sister?—A. Four dollars per one thousand feet. Mr. Robert White offered me \$7 per one thousand feet for it banked on the railroad.

Q. Why did you not sell to White at \$7 instead of Hynes at \$5 per one thousand feet, banked?—A. Mr. Rose, book-keeper for Hynes, gave me to understand that unless I contracted my timber to Hynes I would not get the land. I told him I had not obtained the consent of the head chief to take land here, and he replied that it did not make a damned bit of difference whether the chief was willing or not; that I would get my land if I contracted with Hynes; that my application would go through all right.

Q. Had Rose prior to this had any official position on the reservation?—A. I have been told that he was formerly agency farmer for the Fond du Lac Reservation.

Q. Did the talk Rose had on that occasion cause you to contract your timber to Hynes at \$5 per one thousand feet?—A. Yes, sir; and I signed the contract the next day after I filed my description with the farmer.

GEO. W. PRICE.

TESTIMONY OF FRANK PLEAS.

Testimony of FRANK PLEAS, taken before United States Indian inspector at Flambeau Village, Lac du Flambeau Reservation, Wis., April 7, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness being duly sworn deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Frank Pleas; age, twenty-nine years; residence, Cheta, Wis.; occupation, logging.

Q. Have you been engaged logging on the Lac du Flambeau Reservation during this logging season?—A. Yes, sir; I have had charge of one of the logging camps of Henry & Leonard.

Q. Did the men employed at your camp cut down any timber trees on Sunday, March 25, 1888?—A. No, sir.

Q. How far is your camp located from John Devine's camp, who is logging for Sherman & Herrick?—A. About 35 rods.

Q. Did the men employed at Devine's camp cut down trees on the reservation on Sunday, March 25 last?—A. John Devine told me they did, and that they cut down during Sunday and the forenoon on Monday, the 26th, about four hundred trees.

Q. On that Sunday morning did you loan to Devine tools or implements of any kind; if so, what?—A. Yes, sir; I loaned him handles for a cross-cut saw.

Q. What did he say he wanted them for?—A. He did not say when he got them.

Q. What did he say when he returned?—A. He said he had used them sawing down timber.

Q. When did he bring them back?—A. He borrowed them early Sunday morning and returned them that evening.

Q. About how many feet of timber do you think these four hundred trees would make?—A. I don't know, but Devine told me they cut down between twenty-four and seven hundred thousand feet.

Q. Were you present with Fred Leonard and Joseph Allen last January on a piece of land near your camp and the camp of John Devine, when Leonard and Allen divided the timber on said land, agreeing on a certain road as the division line?—A. Yes, sir.

Q. Were you instructed by Leonard to cut any part of the timber on that land?—A. Yes, sir.

Q. Did you cut any of the timber?—A. The day he and Allen were there he told me to cut the timber. A few days afterward he told me not to cut a tree of the timber on that land, that when he got ready to steal he would let me know it. He said he wanted Allen to cut some of the timber, that he wanted to get the snide on him. He told me to leave some of the timber around my camp where I was cutting for a blind.

Q. Did Devine cut any of the timber on that part of the land that was designated for Allen?—A. No, sir.

FRANK PLEAS.

TESTIMONY OF CHARLES PATRICK.

Testimony of CHARLES PATRICK, taken before United States Indian Inspector T. D. Marcum, at Lac Court Oreille Reservation, Wis., April 14, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation?—A. My name is Charles Patrick; age, forty-five years; residence, Lac Court Oreille; and have for nearly three years been in the employment of Dobie & Stratton, traders on the reservation.

Q. How long have you resided on the reservation?—A. Over six years; I have been on the reservation most of the time for the last sixteen years.

Q. Have you been over that part of this reservation where logging has been done?—A. Yes, sir.

Q. From your observation has it been the practice of loggers to cut all the merchantable pine timber on the allotted lands?—A. It has all been cut, except in some cases where the Indians have preserved some of it, where it was not all cut the first year. The Indians have subsequently sold the balance and had it cut.

Q. From your observation have the Indians on the reservation worked as well the past two or three years as they did the first years that logging was done here?—A. Yes, sir; I think they have.

Q. Have the Indians who have sold their timber taken care of theirs?—A. Of those who have had control of their money a good many have built houses, some few of them have built on their allotments, but most of them have built in the villages, and the balance have spent their money and have nothing to show for it.

Q. From your observation have the Indians who cut and banked their timber realized more net money for it than those who sold for a fixed stumpage?—A. Those who sold for a stumpage have realized the most net money. With few exceptions those who have logged their own timber came out in debt.

Q. Are you acquainted with Clara Allen, wife of Joseph Allen, who lives on the Lac du Flambeau Reservation?—A. I have known her for four or five years.

Q. Are you acquainted with her reputation for chastity in the community where she resided when you became acquainted with her?—A. I am, from what the people said of her.

Q. Was that reputation good or bad?—A. It was bad.

Q. Was she married to Joe Allen when you first knew her?—A. No, sir; she was living with her sister at Phipps, in this State.

Q. Was her bad conduct such as to cause much or little comment among the people living in and around Phipps?—A. Her conduct was pretty generally talked about in the neighborhood around Phipps.

Q. Were you present at any time when the Indians on this reservation were paid money for timber cut on the reservation by W. A. Rust?—A. I was present about fourteen or fifteen years ago when Agent Mahan paid out to the Indians \$1,000. He paid each Indian 75 cents each and divided the residue of the \$1,000 among the chiefs.

Q. Were you living on the reservation when the payments were made?—A. No, sir. Agent Mahan employed me to come with him when he made the payment. He told me he had authority to pay them \$4,000 if he thought they needed it, but he would only pay them \$1,000.

Q. Did the Indians sign a voucher or receipt roll for the money paid them on this occasion?—A. I think the chiefs did the signing, and I think I signed the rolls as a witness either here or at Bayfield. I remember of the Indians asking the agent at that time what had become of the balance of their money, and of him telling them that there were \$6,000 that he could not account for, or that he could only account for \$6,000.

Q. Was timber being cut on the reservation at that time by Rust or under the Rust contract with the Indians?—A. Yes, sir; the Smiths were cutting the timber.

Q. From your observation of these old cuttings how much timber do you think was cut under the Rust contract?—A. I have been over the most of the cutting and I think not to exceed 30,000,000 feet.

CHARLES PATRICK.

TESTIMONY OF F. T. PRICE.

Testimony of F. T. PRICE, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 19, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is F. T. Price; age, twenty-nine years; residence, Fond du Lac Reservation; occupation, deputy United States marshal for the district of Minnesota.

Q. Are you in any matter connected with or to the Chippewa band of Indians located on the Fond du Lac Reservation?—A. Yes, sir; I am an eighth Chippewa, and my wife is one-half Chippewa Indian.

Q. How long have you been a deputy United States marshal?—A. Since the 19th day of October, 1887.

Q. Have you and your wife, or either of you, received allotment of lands on the Fond du Lac Reservation?—A. Yes, sir; my wife has had two allotments, one of 80 acres, another of 70.60 acres, or she was given a certificate for her allotments by Special Agent Wall.

Q. When did she receive the certificates from Special Agent Wall?—A. In January, 1888, the 25th day.

Q. In what name were these allotments made to your wife?—A. In her maiden name, Hattie Martell.

Q. Did your wife sell the timber on the lands allotted to her; if so, when and to whom?—A. Yes, sir. She contracted the timber to Patrick Hynes January 23, 1888, while Agent Wall was here.

Q. What did Hynes agree to pay her for the timber?—A. I did not see the contract, but I understand, from my wife, that he was to pay her \$5 per thousand feet for it banked.

Q. Who cut and banked the timber?—A. Patrick Hynes.

Q. Did you or your wife contract with Hynes to bank her timber?—A. No, sir; I did not, and she says she did not, and I don't know under what authority he had the timber cut and banked.

Q. When did Hynes begin the cutting of timber on the lands allotted to your wife by Agent Wall?—A. I can't give the date. He began be-

fore Wall made the allotments, and I think he had cut most of the timber on one of the eighties before Wall came here.

Q. Was this cutting done prior to the contract of January 23, 1888?—
A. Yes, sir; on one eighty.

Q. How much timber in the aggregate did Hynes cut on the two allotments made to your wife?—A. I think 499,060 feet.

Q. Has all the merchantable timber on these allotments been cut?—
A. All on one is reported cut, the other was estimated at 1,000,000, that is what I bought it for, of which 226,470 is reported cut.

Q. Who did you buy the allotments from which you say was estimated to cut 1,000,000 feet?—A. Jack Lennon.

Q. Who is Jack Lennon?—A. White man in the employment of Pat Hynes. His business was to make estimates of the timber on the lands on the reservation, and he made estimates on the unallotted as well as the allotted lands. He took description of the unallotted lands and sold them with his estimates to Indians who wanted allotments.

Q. How much did you pay Lennon for the description and estimate above referred to?—A. One hundred and twenty-five dollars and the additional consideration that I was to see that Hynes got the timber on the allotment.

Q. When did Lennon sell you this transcript or description and estimate?—A. In August, 1887, I bought four descriptions and estimates from Lennon at the same time, one for my wife, one for my sister, and one each for my two brothers.

Q. What did you pay Lennon for each description and estimate?—
A. One hundred and twenty-five dollars each, or \$500 for the four, and he required that in each case Hynes was to have the timber on each of the allotments.

Q. Were there any objections made by the Indians here to your wife, sister, and brothers having lands allotted to them on this reservation?—
A. None to my wife, but they were opposed to allotment being made to my sister and brothers.

Q. Did the Indians make known to Agent Gregory and Special Agent Wall their opposition to allotments being made to your sister and brothers?—A. Yes, sir.

Q. What decision, if any, did the agent and special agent make in these contests?—A. The agent said he would hold up the cases and give us further time to establish our rights, and if we could show that our mother had ever drawn annuities with the Fond du Lac band he would give us the allotments.

Q. Have you furnished the agent the additional proof he desired to establish your rights to allotments on this reservation?—A. No, sir.

Q. Did your sister and brothers sell the timber on the land described in the descriptions and estimates you bought for them from Lennon?—
A. Yes, sir.

Q. Has all or any part of the timber been cut?—A. Part has been cut on my sister's selection and part on the selection given to my brother, George W. Price.

Q. How much was cut on these selections?—A. My sister has not received any scale report for the timber cut on her selection, and the scale reported 34,000 cut for my brother.

Q. Was this timber cut under contracts; if so, with whom did they contract?—A. Yes, sir. They sold the timber to Hynes in August last, the same time that I bought the descriptions and estimates from Lennon.

Q. What price did Hynes agree to pay for this timber?—A. Five dollars per thousand feet.

Q. Did you have an offer from any one else to buy your wife's timber?—A. Yes, sir; and also to buy the timber on the four claims above referred to.

Q. Who made the offer, and how much per thousand feet for the timber?—A. Robert White, foreman for the Cloquet Water Company offered me \$7 per thousand feet for the timber and the claims banked.

Q. Why did you not contract with him for \$7 per thousand feet instead of Hynes at \$5 per thousand feet?—A. Part of the consideration to Lennon for the description of the claims was that Hynes was to have the timber on the land, and Lennon would not let me have them until I agreed that Hynes should have the timber on the claims.

Q. Where was the timber banked that was cut by Hynes on your wife's land?—A. The timber cut on the eighty was banked on the Northern Pacific Railroad and has been shipped away, and that cut on the 70-acre pine was banked on Stony Creek.

Q. Has the timber cut and shipped off by rail been paid for?—A. No, sir.

F. T. PRICE.

TESTIMONY OF MI-DA-WI-GI-JIG.

Testimony of MI-DA-WI-GI-JIG, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., March 29, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness being duly sworn deposeth as follows (Edward Blanchard interpreter):

Witness states that he is a Chippewa Indian and resides on this reservation; that in May last he went to one Joseph Allen, who resides on the reservation, and asked Allen to locate an allotment of land for deponent's daughter, Ta-wi-gi-ji-go-kwa; that Allen agreed to do so; that subsequently Allen came to him and said he wanted to buy the timber on the land he had located for his daughter, and that he agreed to let Allen have the timber; that Allen presented a contract for his daughter to sign and she signed it; Allen explained the contract to her, and said he did not know what the price of the timber could be, but guessed he would pay her \$2 per thousand, and may be a little more; that he has asked Mr. Allen twice to show him the land selected for his daughter, but Allen has not done so, and that he does not know where the land is located; that Allen told him that the timber was being cut, and promised to tell deponent how much had been cut; that at the time the contract was signed his daughter got \$5 in cash, and since has got goods from Sherman's store.

MI-DA-WI-GI-JIG (his x mark).

TESTIMONY OF A. A. MAXIM, JR.

Testimony of A. A. MAXIM, Jr., taken before United States Indian Inspector T. D. Marcum, at Ashland, Wis., May 11, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is A. A. Maxim, jr.; age, forty-two years; residence, Ashland, Wis.;

occupation, lumber business, and am also agent for H. H. Gardner & Co. of Chicago, Ill., for the buying of pine logs.

Q. During the fall of 1887 did you buy any pine timber on the Bad River Indian Reservation from an Indian named Thomas Haskins?—A. Yes, sir.

Q. What did you agree to pay him for his timber?—A. I bought in the bulk and paid him \$250 for all the pine timber on his land.

Q. Did you have a written contract with said Haskins stating the terms and conditions of said purchase?—A. Yes, sir; and he signed it, and I here tender and ask to file, as a part of my testimony, said contract marked, BBB.

Q. Before or after the signing of the contract you have just filed, did you and Haskins make and sign a contract for said timber on the forms prescribed by the Indian Office?—A. Yes, sir. Afterward we done as per agreement in the former contract.

Q. State why you bought the timber in the bulk instead of buying it by the one thousand feet?—A. Because he would not sell it by the one thousand feet. He said he wanted to know just how much he was to get for the timber and he wanted the cash all paid down.

Q. Why did you sign the Government contract at the stated price of \$6 per one thousand feet, when you had bought the timber in the bulk for \$250?—A. When he refused to sell me the timber by the one thousand feet, I went to Agent Gregory about it, and asked him if I could buy it in the bulk and he told me I could, but that I would have to make out and sign a contract in regular form and execute bond, and I did so as a mere matter of form, and executed bond when the timber had been paid for.

Q. How many feet of timber did you cut on the land of Thomas Haskins?—A. I don't know; I bought the timber on the land of Edward B. Haskins, on special contract, for \$450, and the logs cut on both tracts was banked at the same landing and all branded with the same brand. There was in the aggregate nearly 700,000 feet cut on the two tracts.

Q. Had any timber been cut on the land previous to last fall?—A. Yes, sir; it had been cut over once before.

Q. What did it cost you to cut, haul, and bank that timber?—A. About \$5 per thousand feet.

Q. What was a fair price per thousand feet stumpage for the timber you cut on said land?—A. One dollar per thousand feet.

Q. Have you any further statement that you would like to make concerning this transaction?—A. I did not want to buy the timber in the bulk, and held back for some time, trying to get them to sell by the thousand feet and make a regular contract, but they would not sell that way, and they selected the Government farmer to make the estimate, and I agreed to it, and the deal was made on his estimate, and all parties were satisfied with the trade, and I heard of no dissatisfaction until yesterday morning by Antonie Denomie.

Q. Did Agency Farmer Walker tell you, on an occasion when you were going to look at the timber of an Indian named Way-na-lo-sho, that the timber you were going to see was rotten and the poorest timber on the reservation?—A. Yes, sir; that is in substance what he said, and when I saw the timber I was satisfied he told me the truth.

A. A. MAXIM, JR.

TESTIMONY OF E. A. MARTIN.

Testimony of EUGENE A. MARTIN, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 2, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness being duly sworn, deposes as follows :

Q. State your name, age, residence, and occupation.—A. My name is Eugene A. Martin; age, thirty-six years; residence, Fifield, Wis.; occupation, logging.

Q. Have you been logging on this reservation during this season; if so, in what capacity?—A. Yes, sir; and have had charge of a logging camp for Henry & Leonard.

Q. How many men have you worked in your camp?—A. About fifty.

Q. Were they Indians or white men?—A. Nine were Indians and the balance were white men.

Q. Did these Indians work regularly or only at intervals?—A. Only at intervals.

Q. How many days did the Indians work?—A. Some nine or ten days and others on up to as much as twenty-eight days.

Q. How many feet of timber did your crew cut and bank on the reservation this season?—A. Two million two hundred and eighty-nine thousand feet, or a little over.

Q. Was this timber cut and banked by the day or contract per thousand feet?—A. We worked by the month.

Q. How many 80-acre tracts of land did you cut on this reservation?—A. Four.

Q. What instruction did you have as to the size of the timber and amount to be cut on each tract?—A. I was given the plat of the different 80-acre tracts and told to cut the timber on that land; nothing was said about the size to be cut.

Q. State what kind of timber you cut on these tracts.—A. I cut all the merchantable pine twice, from 12 inches in diameter up, clean as I went.

Q. Were you instructed to leave any part of the timber on each tract standing in a compact form; if so, how much?—A. I received no such instructions.

Q. Did you cut all the merchantable pine timber of the dimensions above given from either or all of these tracts?—A. No, sir; on one we left about 50,000 feet, on another from 400,000 to 500,000, on another from 125,000 to 150,000, and on the other from 75,000 to 100,000.

Q. Why did you not cut the balance of this timber?—A. We were ordered to stop cutting.

Q. When were you ordered to stop cutting?—A. On Monday, the 26th of March, in the afternoon.

Q. Who gave you orders to stop?—A. I received a letter from Mr. Henry to stop.

Q. Were any of the men in your camp engaged on Sunday, March 25, cutting down trees on this reservation?—A. No, sir.

Q. What is the worth per thousand feet to cut and bank the timber you cut on these four tracts of land?—A. It is worth from \$5 to \$6 this winter.

Q. Do you know about how much it did cost per thousand feet to bank this timber?—A. No, sir.

Q. What was the average distance it had to be hauled?—A. About

500,000 feet had to be hauled from one-half mile to 1 mile, about 250,000 feet from 1 to 2 miles, and the balance from 2 to 3 miles.

Q. What was the quality of the timber and the quantity on each of these tracts?—A. The quality was an average, and the quantity on these tracts before any was cut would be about 2,800,000.

Q. Who did the scaling at your landing?—A. A man by the name of Jacobs.

Q. How often have you seen Mr. Lowry, the Government scaler, at your landing since you began hauling?—A. Twice.

Q. What was he doing there?—A. I did not see him doing anything. He was there with our scaler.

Q. When did you begin work at your camp?—A. I got on the ground the 29th of December and began hauling about the 15th of January.

Q. Would it have cost as much to have banked this timber if you had begun a month or six weeks earlier?—A. No, sir.

Q. What would it have been worth to cut and bank the timber if you had begun the 1st or 15th of December?—A. From \$3.50 to \$4 per thousand feet.

Q. Do you know where Jacobs begun work scaling?—A. I think he begun at my landing about the 15th of January.

E. A. MARTIN.

(Recalled by the inspector.)

Q. Are you acquainted with a man on this reservation by the name of Joseph Allen?—A. I know the man that goes by that name, but his right name is Joseph La Flamway.

Q. When and where did you know him as Joseph La Flamway?—A. I knew him some fifteen or eighteen years ago as Joseph La Flamway, and worked with him on Wolfe River, in Winnebago County, Wis. I was acquainted with him there about three years.

Q. When and where did you next see him after you last met in Winnebago County?—A. I met him in Fifield, Wis., I think, in the fall of 1885.

Q. If he had any conversation with you when you met him in Fifield state what he said.—A. He came into a store where I was, and as he left the store he called me out and said, "I saw that you knew me and I did not want to talk to you in there." He said he wanted me to call him Allen; that he was now married, and that his wife was going to teach school on the Lac du Flambeau Reservation, and that he was going there as Government farmer, and asked me to say nothing about him, and that the reservation was going to be opened up and he would give me a show or work me in as Government scaler.

Q. Do you know why he changed his name from Joseph La Flambeau to Joseph Allen?—A. I don't know.

Q. Do you know why he left the Wolfe River country?—A. I was told by the people there that he stole a lot of logs and tried to sell them, and that he left the country to keep from being prosecuted.

Q. How long have you been engaged in the logging business?—A. About twenty years.

Q. What do you think would be a fair market price per thousand feet for the logs cut and banked this year on the Lac du Flambeau Reservation?—A. About \$8 per thousand feet.

Q. What would be a fair price per thousand feet, stumpage, for the timber cut and banked this year on the Lac du Flambeau Reservation?—A. Three dollars per thousand feet.

Q. Do you hold any civil office in Price County, Wis.?—A. Yes, sir; I am sheriff of the county.

E. A. MARTIN.

TESTIMONY OF WILLIAM McARTHUR.

Testimony of WILLIAM McARTHUR, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, on Lac Du Flambeau Reservation in Wisconsin, March 28, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, and residence and occupation?—A. My name is William McArthur, age thirty-two years, residence Flambeau, occupation logging.

Q. Are you acquainted with Joseph Allen, who resides on this reservation?—A. Yes, sir.

Q. How long have you known him?—A. From thirteen to fourteen years.

Q. Did Mr. Allen ever tell you what his business here was?—A. Yes, sir.

Q. What did he say he was doing here?—A. He told me he was farmer.

Q. When did he tell you this?—A. The first or second time I met him on the reservation.

Q. What did he say, if anything, on the occasion he told you he was farmer here?—A. He asked me if I thought I could get any of the Indians to take their 80 acres of land, and said if I could get them to do so it would start the logging here, and if I could get them to do so he would give me a good show, and I told him I thought I could get some of them to do so. He said if we could get eighteen or twenty to take their land that would be enough to start with and others would come in.

(Examination continued April 5, 1888.)

Q. Where did Joseph Allen live when you first became acquainted with him?—A. In Winnebago County, Wis., but he was not known there by the name that he is known by here.

Q. What name was he known by when you first met him and when you knew him in Winnebago County?—A. His right name by which he was known when I knew him in Winnebago County is Joseph A. La Framway. I knew also one of his brothers there who has been at work on this reservation this winter for A. M. Sherman. I worked with Joe about a month in Winnebago County some twelve or fifteen years ago. After that I did not see him until we met on the reservation.

Q. Did you ever ask him why he had changed his name?—A. Yes, sir; and he said his name was Joseph Allen, but admitted that he had went by the name of La Framway when I knew him in Winnebago County.

Q. Did you ever hear why he changed his name?—A. No, sir; but I heard that he had got into trouble over stealing logs on Wolfe River and had run away and left that country, and at the same time I heard that there was a reward for him of \$500 or \$600.

WILLIAM McARTHUR.

TESTIMONY OF JAMES MURRAY.

Testimony of JAMES MURRAY, taken before United States Indian Inspector at Flambeau Village, Lac du Flambeau Reservation, Wis., April 2, 1888, in the matter of investigating the affairs of said agency.

The witness, being duly sworn, deposes and says:

Q. State your name, age, residence, and occupation.—A. My name

is James Murray; age, thirty-five; residence, Alma, Wis.; occupation logging.

Q. Have you been engaged logging on the Lac du Flambeau Reservation during this logging season; if so, who for?—A. Yes, sir, and have had charge of one Henry & Leonard's logging camps.

Q. When did you begin work?—A. The 1st day of November.

Q. How many men did you employ at your camp?—A. Forty-two.

Q. Were they Indians or white men?—A. I had as many as five Indians at one time, and the balance were white men.

Q. Did any of the Indians work regular through the logging?—A. Only one did so.

Q. Did others quit of their own accord, or were they discharged?—A. They quit and would not work any longer.

Q. How many 80-acre tracts of land have you cut in this logging season?—A. Five.

Q. How many feet of timber have you cut and banked from these five tracts of land?—A. About 2,200,000 feet.

Q. Did you cut all the merchantable pine timber on all or either of these tracts?—A. All of it from two; on the other three, one has left about 50,000, another about 250,000 feet, and the other about 450,000.

Q. Why did you not cut the balance of the timber on these three tracts?—A. I was cutting on two of them when ordered on the 26th of March to quit cutting.

Q. Who ordered you to quit cutting?—A. I received a written order from C. H. Henry to quit.

Q. When did you quit?—A. In the afternoon of March 26.

Q. Were any of the men employed at your camp engaged cutting trees on this reservation on the Sunday before you received the order from Henry to quit cutting?—A. No, sir.

Q. What instructions did you receive as to the size and quantity of timber you were to cut on these tracts of land?—A. I was ordered to cut all the merchantable timber on each tract from 10 inches in diameter and over.

Q. Were you or not instructed to leave one-fourth of the pine timber on each tract standing in a body?—A. No, sir.

Q. What was the average distance this timber had to be hauled?—A. The average would be about three miles.

Q. What was it worth to cut and bank this timber?—A. I think it has cost about \$4.50 per thousand feet.

Q. Who scaled the timber at your landing?—A. Leroy Whitehead.

Q. How often have you seen Mr. Lowry, the Government scaler for this reservation, at your landing?—A. I have not been there a great deal, and have seen him there twice.

Q. During the week preceding the time you received orders to quit cutting, did you receive orders from any one to have trees cut and leave the sawing to be done afterward?—A. Yes, sir.

Q. Who instructed you to have this done?—A. Mr. Fred Leonard.

Q. State what instructions he gave you on this subject.—A. He said the Indian who owned the land owed him \$200, and he wanted to get enough cut to pay the debt, for he was stopped.

Q. Did Mr. Leonard say anything about being stopped?—A. He said he expected the cutting would be stopped.

Q. How much timber was cut on this tract after Mr. Leonard give these orders?—A. About 60,000 feet.

TESTIMONY OF LOUIS LA PRAIRIE.

Testimony of LOUIS LA PRAIRIE, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 21, 1888, in the matter of investigating the affairs of the La Pointe Agency, Wisconsin.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is Louis La Prairie; age, thirty-three years; residence, Fond du Lac Reservation, Minn.; occupation, logging.

Q. Have you been engaged logging on the Fond du Lac Reservation?—A. Not since a year ago last winter; since then I have worked at Barnum. All the logging on the Fond du Lac Reservation last winter was done by white men, except in one camp, where a few Indians were employed.

Q. Are you a member of the band of Chippewa Indians that reside on the Fond du Lac Reservation, Minnesota?—A. Yes, sir.

Q. Have you received an allotment of land on said reservation?—A. Yes, sir; I got my land with the first that was patented on the reservation, and I took an additional 80 last fall, and at the same time I took 40 acres each for three of my children, viz, Henry, John, and Celia.

Q. Did you contract the timber on the land you filed upon in October last?—A. Yes, sir; and also the timber on the land I took for my children.

Q. To whom did you contract this timber and when did you contract it?—A. To Pat Hynes, and contracted it about one month after I filed the description and numbers with the agency farmer.

Q. What were you to get for this timber?—A. Five dollars per one thousand feet for it on the bank.

Q. How much, if any, timber has been cut under said contract?—A. One hundred and forty-four thousand eight hundred and fifty feet; none of the timber was cut except on the land selected for my son Henry.

Q. Who cut and banked the timber?—A. It was done by Pat Hynes, or men in his employment.

Q. Did you have a contract with Hynes under which he was to cut and bank this timber?—A. No, sir; and never authorized him to do it.

Q. How much, if anything, had Hynes paid you on the contract?—A. He paid my wife \$5 some time after the contracts were made; that is all that has been paid on the timber.

Q. Where was the timber cut on your son's land banked?—A. It was hauled to the Northern Pacific Railroad, and has been shipped away.

Q. Did you ever make a contract with any person or authorize any one to cut and haul the timber on your land or from the lands selected for your children?—A. No, sir; I made a contract with Hynes under which I was to cut and bank the timber and receive for it \$5 per one thousand feet, but never gave authority for any one else to cut and haul it.

Q. When did you sell the timber on the land first allotted to you?—A. Three years ago last winter. I sold it to Shaw, of Cloquet Lumber Company, for \$4 per one thousand feet on the bank.

Q. Did you ever hear any one who was engaged buying timber of the Indians on this reservation state that he was the only person that had a right or license to buy timber of the Indians?—A. Yes, sir.

Q. Who was it?—A. Pat Hynes.

Q. When did he say so?—A. He told me so the first year that he bought timber here.

Q. What did he tell you about it?—A. He met us at the chief's house at a council and told us that he had a license to buy our timber; that it all had to pass through his hands, and that nobody else could buy any of it. He took a paper out of his pocket and told us that was his license to buy our timber, and after he left we talked about it and thought we could not sell to anybody else, and we did not know any better until the Nelson Company commenced buying last fall. After Hynes told us that, some of us went to Shaw, to whom we had been selling timber, and he said he would give us \$6 per thousand, and we told Hynes what he said and he told us he would only give us \$5 per thousand, and after that Shaw told us that he did not want our timber; that, in fact, he could not buy it.

Q. Who did Hynes sell his timber to that year?—A. It was taken to Shaw's mill, or the mill of the Cloquet Lumber Company, were Shaw stays.

Q. Do they cut all the merchantable timber off of an eighty, or do they leave one-fourth of it standing together?—A. They cut it all.

LOUIS LA PRAIRIE.

TESTIMONY OF JOHN M'MAHON.

Testimony of JOHN M'MAHON, taken before United States Indian Inspector T. D. Marcum at Cloquet, Minn., April 26, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows :

Q. State your name, age, residence and occupation.—A. My name is John McMahan; age, forty-nine years; residence, Eau Claire, Wis.; occupation, timber scaler.

Q. Have you been employed on the Fond du Lac Reservation, Minn., during the logging season of 1887-'88; if so, in what capacity?—A. Yes, sir; I began work December 2, 1887, as a scaler employed by Pat Hynes, and about the 6th of January I was appointed Government scaler by Agent Gregory.

Q. How many scalers were employed scaling Indian pine on said reservation?—A. In answer to your question I file here the names of the scalers employed by Hynes and the amount paid each, marked Z; and also, the list of those employed by the Nelson Company and the amount paid each, marked Y.

Q. How many feet of timber was cut and scaled upon the reservation during the logging season of 1887-'88?—A. I have not got the scale of the timber cut and banked on the Northern Pacific Railroad; but the cut that was banked on Stony Creek and the St. Louis River is 38,440,840 feet.

Q. Who bought this timber?—A. Pat Hynes, 33,746,900 feet. The C. N. Nelson Lumber Company, 4,693,940 feet.

Q. Why have you not got the scale of the timber cut and banked at the Northern Pacific Railroad?—A. I had nothing to do with the scaling of that timber. I was told by P. J. Bowlin that I need not pay any attention to the scale of the timber banked at the railroad, that the surveyor-general would attend to it.

Q. Who is P. J. Bowlin?—A. He was in the employment of Pat Hynes, and had charge of the logging in that locality.

Q. When you were appointed Government scaler were you instructed to receive your instructions in respect to your duties from P. J. Bowlin?—A. No, sir; I received them from Agent Gregory.

Q. What instructions did you receive from Agent Gregory?—A. He told me to go to the various camps and test the scale of the scalers and see that the Indians got their rights.

Q. Then why did you not comply with the agent's instructions?—A. Mr. Bowlin told me that I need not come to the logs banked on the railroad; that that matter was arranged with Agent Gregory, and that I could attend to the other camps.

Q. Did you ever speak to Agent Gregory about it, or tell him what Bowlin had said?—A. No, sir; I don't think I have ever seen him since.

Q. Have you a scale-book in which you have entered the weekly scale reports of each scaler that scaled at landings on Stony Creek and St. Louis River?—A. No, sir; I have got a book in which is entered the total amount cut on each allotment.

Q. From whom did you get these totals?—A. From the scaler's scale-books.

Q. Did you receive at the end of each week a report from each scaler of the logs scaled during the week?—A. Some I did and some I did not.

Q. When did you take the total of the cut on each allotment from the landing scaler's books?—A. After the cutting was stopped in March last.

Q. How often did you visit the different landings and test the landing scaler's scale of the logs?—A. I was continually going from one landing to the other, and tested the scale every time I was at a landing.

Q. Do you know how many logs were rejected as culls at Christie's landing on Stony Creek?—A. I was not furnished any account of them, but I don't think there were to exceed two hundred.

Q. Did you go over the land where Christie was logging and examine logs that had been cut and rejected as culls?—A. Yes, sir; and I had him to haul some of them in and they were scaled.

Q. Have you been on the land of an Indian named Julius Cadotte since logging was stopped last March?—A. Yes, sir; on his allotment near the Northern Pacific Railroad.

Q. Did you make a scale of the timber that had been cut this year and hauled from that claim?—A. Yes, sir.

Q. How much did the scale of the stumps and tops show had been cut?—A. I scaled the tops and lengths of 212 trees, which made 127,820 feet, and if I am not mistaken in the lines I did not scale all the tops cut on the land.

Q. What does the scale report of the camp scaler show to have been cut on that land?—A. Thirty-one thousand two hundred and ninety feet.

Q. Where was the timber banked?—A. At the Northern Pacific Railroad track, and it has been shipped to Superior, Wis.

Q. The duties you have performed on the reservation have been more in the nature of an inspector than a superintendent of scaling?—A. Yes, sir.

Q. Who employed the men that scaled on the reservation?—A. Those whose names are on the paper, heretofore filed, marked Z, were employed by Pat Hynes and by Shaw, of Cloquet Lumber Company, and those whose names are on the list, heretofore filed, marked Z, were employed by the Nelson Company.

Q. Did the scalers employed by the Nelson Company scale at the landings where the timber was banked that was purchased by the Nelson Company?—A. Yes, sir; and the scalers employed by Hynes and Shaw scaled at the landings where the timber Hynes bought was banked.

Q. How many Indians were employed logging on the Fond du Lac Reservation during the logging season of 1887-'88?—A. I don't know; not many; perhaps a dozen that worked most of the time.

Q. How many white men were employed logging on the reservation?—A. I think as many as five hundred men.

Q. Could or not the logs have been put in on the reservation as cheap with Indian labor as they were with white labor?—A. No, sir; because Indians will not work regularly, and I don't think there is enough able-bodied Indian men on the reservation to have cut and banked one-fourth the amount of timber that was cut this year with the use of white foremen, cooks, and teamsters.

JOHN MCMAHON.

(Recalled April 28.)

Q. Have you any correction to make in your statement as to the amount of timber cut on the Fond du Lac Indian Reservation during the winter of 1887-'88?—A. Yes, sir. The correct amount cut is 41,516,460 feet, of which 2,805,030 feet was banked on the Northern Pacific Railroad. The balance was banked on Stoney Creek and St. Louis River, of which Hynes cut 33,746,900 and Andrew Gowin 4,964,530, in which is included to Gowin 162,320 feet cut and banked by E. E. Roussair.

Q. Have you ever examined a lot of about sixty logs that have been hauled and banked on the St. Louis River, near the Indian village, by James Na-ga-nab?—A. Yes, sir.

Q. What is the quality of said logs?—A. They are all culls, except a few tops.

Q. From your observation has that class of timber been rejected as culls on the reservation during the logging season of 1887-'88?—A. Yes, sir; and everywhere else where I scaled logs.

Q. When did you get and enter on your book the scale of timber cut for Sophia A. Naganab?—A. About three or four days ago.

Q. How many scale reports of timber cut on the reservation has been entered on your book within the last ten days?—A. I think about fifteen.

Q. How many feet did these fifteen scale reports represent?—A. From 500,000 to 600,000 feet.

Q. Why were these scale reports not entered up when the bank scalers completed their respective scales?—A. The scalers left their book in the office of the Cloquet Lumber Company, and I did not get the book until about ten days ago.

Q. For whom was this timber cut; I mean for what contractor?—A. Over 265,000 feet was for Andy Gowin, and the balance for Pat Hynes.

Q. Who made out the scale books by which Hynes & Gowin sell this timber?—A. They sell by the scale book made by each landing or bank scaler.

JOHN MCMAHON.

TESTIMONY OF M. W. McDONNELL.

Testimony of M. W. McDONNELL taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 26, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is Michael W. McDouneil, age twenty-nine years, residence Cloquet, Minn., occupation logging.

Q. Have you at any time been engaged logging on the Fond du Lac Reservation, Minnesota?—A. Yes, sir; I logged on the reservation in 1886-'87. The first year I logged timber bought by Pat Hynes, and in 1887-'88 I logged for the C. N. Nelson Company.

Q. Did you do this logging for wages or by the one thousand feet, banked?—A. I worked for monthly wages.

Q. Did you ever buy or contract with the Indians for any pine on the reservation?—A. Yes, sir; I had made agreements with various Indians for about 1,100,000 feet, and contracts signed up with some of them.

Q. How much did you agree to pay for the timber contracted for?—A. Five dollars and fifty cents per thousand feet banked, or, if I cut and banked the timber, I was to pay each \$2.50 per thousand feet stumpage.

Q. Did you receive or log any timber under these contracts?—A. No, sir; I was informed that my contracts would not be approved by Agent Gregory.

Q. From whom did you receive this information?—A. From Charles N. Nelson, of the C. N. Nelson Lumber Company, of this place. I had made arrangements with the C. N. Nelson Lumber Company to take the timber I bought and logged on the reservation. My contract with the Nelson Company was that said company was to furnish me money and supplies to carry on the work, and sign the bonds required by my contracts. After I had begun making my contracts with the Indians, and making some advances thereon, Mr. Nelson told me that I might as well quit making contracts with the Indians for their timber, as Agent Gregory had informed him that my contracts would not be approved.

Q. Did you ever talk to Agent Gregory in regard to your logging on the reservation?—A. Yes, sir.

Q. State what was said between you and the agent on the subject.—A. In the early part of the summer of 1887 the agent was here, and I told him I thought I would buy some timber on the reservation, and he said it was too early to talk on the subject. But just before this conversation the agent had told me that if I saw a chance to make some money anywhere that he would help me out and take an interest with me.

Q. What was done about the contracts you had made with the Indians prior to the time you were informed that your contracts would not be approved?—A. They were turned over to Andrew Gowins, of the C. N. Nelson Lumber Company, who contracted with the Indians at the same prices and terms that I had contracted with them.

Q. Had you been permitted, would you have bought all the timber you could get on the reservation at the prices above stated?—A. Yes, sir; up to 25,000,000 feet, which was the amount the C. N. Nelson Company agreed to take, and had agreed to back me for that amount.

Q. How long have you been engaged in the logging business?—A. For the last thirteen years.

Q. Have you examined a lot of about sixty logs recently hauled and banked near this place on the Saint Louis River by an Indian named Joe Na-ga-nab?—A. Yes, sir.

Q. What is the quality of these logs?—A. In quality they are good second-grade logs.

Q. Were such logs as these scaled and credited up to the Indians where you logged in 1886-'87?—A. Yes, sir; and logs that were not as good as these were scaled up to the Indians in 1886-'87.

Q. Are such logs as these scaled up where you have logged on land outside of the Fond du Lac Reservation?—A. Yes, sir.

Q. From your observation is the pine bought of the Indians on the Fond du Lac Reservation logged as clean and cut as close as it is done on land outside of the reservation?—A. No, sir; nothing has been cut on the reservation this year that would not be considered first quality, which leaves from 25 to 30 per cent. of timber that is good second-quality timber, which is always cut and hauled when logging is done on land outside of the reservation. I think as much as eight or ten million feet of good second-grade timber has been left in the cullings on the reservation this year that ought to have been hauled and scaled up to the Indians, and the most of this timber has been cut and left on the ground as culls, which is all lost to the Indians. In the cut of 1886-'87 the wastage was not so great; the timber was logged that year better than this year; I think the loss to the Indians that year was about 10 per cent. of the entire cut.

Q. What price did the Nelson Lumber Company agree to pay you for the logs you were contracting for last year when you were notified that your contracts would not be approved?—A. For first-grade timber \$7 per thousand feet in the boom and \$5.75 per thousand feet for second grade.

Q. Would the Na-ga-nab logs heretofore referred to, and the second-grade stuff which you say has been left on the ground where logging has been done this year, come in under your contract as second-grade timber?—A. Yes, sir.

Q. What would it have cost you to drive the timber from where it was banked into the boom?—A. From 60 to 75 cents per thousand feet.

Q. What was the timber cut and scaled up to the Indians this year on the Fond du Lac Reservation worth per 1,000 feet stumpage?—A. At least \$2.50 per thousand on an average. Some was much more and some less, but I think \$2.50 per thousand feet stumpage a fair average.

Q. What is it worth to cut and bank timber on the Northern Pacific Railroad where none was to haul more than one mile?—A. Two dollars and twenty-five cents per thousand feet.

Q. What was it worth where none of the timber was to haul more than one-half mile?—A. Two dollars per thousand feet.

Q. Do you know anything about an overcharge being made against Charles January, an Indian on Fond du Lac Reservation, on his logging account for 1886-'87; if so, state it and who did, and how much January lost thereby?—A. January sold his logs to Pat Hynes, to be delivered on the bank, and did his own logging. I was employed by January as foreman of his logging operations. January contracted with A. J. Morrow to cut the logs at 30 cents per thousand feet. The amount of the cut was \$262.39; during the cutting January paid for labor, rendering in the cutting of the logs the sum of \$147.30, of which I notified E. L. Rose, who was Government farmer, and also Pat Hynes's book-keeper, and did so before Morrow went to Hynes or Rose for final settlement. Morrow was paid \$262.39 by Rose, the full amount for all the timber cut,

making the January lose at \$147.30 he had paid him while the cutting was being done.

Q. What reason did Rose give for doing so?—A. He said he paid Morrow the full amount for the cutting and told him to go and settle with January for the amount he had received.

Q. Do I understand you to say that Rose was book-keeper for Hynes while he held the office of Government farmer for the Fond du Lac Reservation?—A. Yes, sir.

Q. Was Hynes at that time buying timber from the Indians on said reservation?—A. Yes, sir.

Q. Did Agent Gregory know that Rose was book-keeper for Hynes while he (Rose) was Government farmer?—A. Yes, sir; I have seen them all together in Hynes's office, where business was being transacted for Hynes by Rose as book-keeper; also Rose, as Hynes's book-keeper, helped make the settlement with the Indians in the spring of 1887, when Gregory was present.

Q. Can logging be done on the reservation as cheap with Indian labor, using white men for foremen, cooks, and teamsters, as it is done with all white labor?—A. No, sir; the Indians won't work regularly like white men. They will work three or four days and then loaf until they spend the wages they had earned.

Q. Did you have a partner in the logging contracts you made with the Indians last year?—A. Yes, sir; George Clark was my partner.

M. W. McDONNELL.

TESTIMONY OF CECILE MICHAEL.

Testimony of CECILE MICHAEL, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 21, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows:

Q. State your name and residence?—A. My name is Cecile Michael, residence on the Fond du Lac Reservation.

Q. Are you a member of the band of Chippewa Indians that reside on said reservation?—A. Yes, sir.

Q. Have you had any land allotted to you on said reservation?—A. Yes, sir; two eighties.

Q. When were these eighties allotted to you?—A. One about four years ago, and that was allotted to me by Special Agent Wall last winter.

Q. Has the timber been cut on either of the eighties allotted to you?—A. Yes, sir; both of them. The first one was cut about four years ago, and the timber was cut this season of the last allotment.

Q. Who did you sell the timber to?—A. I sold the timber on my first allotment to Mr. Shaw, of the Cloquet Lumber Company, and I sold the timber on my last allotment to Pat Hynes.

Q. What did you get per thousand feet for the timber sold to Shaw four years ago and for the timber sold to Hynes this year?—A. Each contracted to pay \$5 per thousand feet for it on the bank.

Q. Who cut and hauled the timber you sold to Shaw four years ago?—A. My husband, Jos. Budsaw.

Q. What did it cost per thousand feet to cut and bank the timber you sold to Shaw?—A. I think the work of logging the timber cost about \$2.50 per thousand feet, but the account for all the work he done was

about \$4 per thousand feet, as he cleared up the land by piling up the brush and tops of trees cut for burning in the spring.

Q. Who cut and banked the timber you sold to Hynes?—A. Hynes had it done.

Q. What did you agree to pay him for having your timber cut and banked?—A. I made no contract with him nor did not authorize him to have my timber cut and banked. When I contracted the timber to Hynes I told him my husband would cut and haul the timber for me, and he said all right; some time afterward I came to town and asked Mr. Hynes if it was not time for my husband to begin cutting timber, and he told me it was no use for him to go up yet, that no permit had come from Washington for the timber to be cut, and the same week I learned that Hynes was having the timber cut. I spoke to him about it and told him I wanted my husband to cut it, and he said it was too much trouble for my husband to do it; that he would have to build a camp and make roads, and to let Saunders cut it.

Q. Did Hynes tell you what you would have to pay per thousand feet for banking the timber?—A. No sir; afterward, when the timber was about half cut, Mr. Rose, Hynes's book-keeper, told me that I would have to pay \$3 per thousand feet, and I told him I would not pay that price, that I could have had it banked for \$2.50 per thousand feet.

Q. How much timber was cut by Hynes on your land?—A. Over 269,000 feet.

Q. How much have you been paid by Hynes on your timber?—A. The amount shown by this book which I hand you is \$126.90, besides the cost of banking the timber, for which I understand they are going to charge me \$3 per thousand feet.

Q. Were you ever asked by Pat Hynes or his book-keeper, E. L. Rose to assume the payment of a debt your husband, James Budrow, owed said Hynes?—A. Mr. Rose told me once that I had to pay Hynes what my husband owed Hynes, and I told him I would not do it and he said I would have to pay it, that I had signed a paper to do so, and I told him I had not, and he said the paper I signed before that in his office was an agreement to pay that debt, and I told him that when I signed the paper I was told it was to enable me to get what goods I wanted from the stores and that he told me that was what it was for, and if he had not deceived me I would not have signed the paper and that I did not intend to pay the debt.

Q. Before the conversation had occurred had Rose or Hynes asked you to sign any paper or papers?—A. Yes, sir.

Q. What did he say the paper was for, or why did he want you to sign it?—A. He said for me to sign the paper and I could get what dry goods I wanted out of the store, and I signed it by touching the pen.

Q. Can you read writing?—A. No, sir.

Q. Did Rose or any one else read and explain to you the contents of that paper which you signed by touching the pen?—A. No, sir; except he said it was for me to get what goods I wanted out of the store.

Q. If Mr. Rose had told you that paper was an agreement to pay the debt your husband owed Hynes would you have signed?—A. No, sir.

Q. Is your husband a white man or an Indian?—A. A white man.

Q. What amount of money is due you on your timber allowing Hynes \$3 per thousand feet for banking it?—A. I think over \$400.

Q. Have you asked Hynes or his book-keeper for money or goods, as payment on your timber, and been refused?—A. Since the timber was

cut I have asked Rose, the book-keeper, for money, and he would not pay me any. He said I was in debt to them.

Q. Who was present when Rose asked you to sign the paper as above stated?—Mr. Cook, the agency farmer, and he signed his name to it.

Q. Did the agency farmer, Cook, explain to you the nature of the paper you were signing?—A. No, sir; he did not say a word.

Q. When was the land allotted to you on which the timber above mentioned was cut?—A. I filed my claim with the farmer in the fall, I think, and Special Agent Wall give me a certificate dated January 25, 1888.

Q. Did you contract your timber to Hynes before you got your certificate from Agent Wall?—Yes, sir; I made the contract in October.

Q. How much money and goods, if any, did you receive on the contract before Agent Wall gave you the certificate?—A. About \$125.

CECILE MICHEAL (her x mark).

(Recalled April 25.)

Q. Who located your allotments for you?—A. I bought descriptions from a white named McKinzie.

V. What did you pay McKinzie for these descriptions or minutes of the land allotted to you?—A. Fifty dollars.

Q. Have you paid McKinzie the \$50 for the minutes or descriptions of your land?—A. Yes, sir.

CECILE MICHEAL (her x mark).

TESTIMONY OF WILLIAM KEELY.

Testimony of WILLIAM KEELY taken before United States Indian Inspector T. D. Marcum, at Odanah, Bad River Reservation, May 8, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation?—A. My name is William Keely; age, thirty-five years; residence, Odanah, Wis.; occupation, that of clerk and book-keeper for John B. Denomie, and in his absence have charge of business.

Q. As the representative of John B. Denomie did you receive an order, some time in March last, to stop the cutting of timber trees on the Bad River Reservation by men in the employment of said Denomie?—A. Yes, sir. I received such an order from Agency-Farmer Walker, on March 17. It was in the afternoon that I received the notice, and I notified the foremen the same evening to stop cutting, and they did so.

Q. After receiving the notice, as above stated, did you receive any other instruction from any one in respect to said cutting? If so, state from whom you received it, and what the instructions were.—A. On Monday morning, March 19, I received from R. H. Jillard, at Ashland, Wis., a dispatch directing me to "go to camp at first cutting; rush cutting until Walker notifies foremen."

Q. Did you do as directed by said telegram?—A. I did not.

Q. Did you subsequently have any conversation with Mr. Jillard in regard to the instructions given in his telegram? If so, state what was said.—A. Yes, sir. On the evening that I received the order from Walker, and after I had notified the foremen to stop, I went to Ashland to see Mr. Jillard about paying off the crew, and I told him that I had stopped Denomie's men from cutting; he replied I had done wrong, that I ought to have waited and let Walker, the farmer, go in

person to the foremen and order them to stop, and said, "I will see the agent about it Monday morning;" and on Monday morning following this conversation I received the telegram above stated. A few days afterwards I saw Mr. Jillard and he seemed out of humor because I did not obey the instructions given in the telegram, and said that before he sent the telegram that he went to see Beaser, the acting agent, and that Beaser told him it was all right to cut on until Walker went and notified the foremen to stop; that his written orders was no good. I told Mr. Jillard that I had been informed that Mr. Walker had said that he had notified me to have the cutting stopped, and he was going to watch, and that if a tree was cut he would push John Denomie for it.

Q. Who is R. H. Jillard, and what connection, if any, has he with logging operations on the reservation?—A. He is the agent of the firm of Eastman, Wilhelm & McArthur, the firm to whom John Denomie sells his logs.

Q. Who told you of the statement made by Agency-Farmer Walker, as above stated?—A. J. B. Cary, station agent at Odanah for the Milwaukee, Lake Shore and Western Railroad Company.

Q. When did he tell you what Walker had said?—A. I think it was before I received the telegram from Jillard.

Q. Had you heard that an order was here to stop the cutting of timber on the reservation before Walker read it to you?—A. Yes, sir.

Q. State how you heard it and from whom?—A. J. B. Cary, the station agent, told me on the morning of March 17, after the mail came in from Ashland, that an order had come to stop cutting timber. He told me that an order had come to Walker to have the cutting of timber on the reservation stopped. I asked him how he knew it, and if he was sure of it, and he replied he was quite sure of it. That Ed. Brown had told him so; and I asked him how Brown found it out, and he said Brown had read the order. At that time Mr. Walker was not at home, and when he returned, about 4 o'clock that evening, I went to him and told him I heard that an order had come for him to have the cutting stopped, and if such an order was here I would like to know it; and Mr. Walker said he would go to the house and see, and a short time afterwards he brought the order to the store and I read it.

Q. What relation, if any, is Ed. Brown to Agency-Farmer Walker?—A. He is his son-in-law.

Q. Is Brown engaged, or was he engaged last winter, and at the time this order came, logging on the Bad River Reservation?—A. Yes, sir; he logged on the reservation during the logging season of 1887-'88, and was so engaged when the order came.

Q. Have you been notified that the price per thousand feet for scaling Indian pine was fixed at 6 cents, that the Indians could only be charged 3 cents per thousand feet for scaling their logs?—A. Yes, sir; I read the order to that effect from Agent Gregory to Agency Farmer Walker.

Q. In settling with the Indians have you complied with that order?—A. No, sir.

Q. Why not?—A. I asked Mr. Walker about it and he said the order would cut no figure; and the Government scaler, Young, told me the same, and he figured out the scaling at the old basis, which ranges from 10 cents to 12.7 cents per thousand feet; for these prices were fixed by Young, the Government scaler, after the order was received, and he brought an order from Agent Gregory for \$154.13, which was the amount due Young for the timber scaled for John B. Denomie, at the figures above stated, and on that order I gave Young an order to R. H. Jillard

for the \$154.13, but subsequently stopped the payment of the order until it is settled how much is to be paid for scaling.

Q. Did you have a conversation with R. H. Jillard in regard to the dispatch of March 19, heretofore mentioned, since the first time you spoke to me about it? If so, state what was said.—A. Yes, sir; he asked me, "Why did you give that inspector a copy of my dispatch?" I told him that the inspector asked me for it and I gave it to him.

Q. You say that the scaling this year of Denomie's timber is figured by Government scaler at from 10 cents to 12.7 cents per thousand feet. Is there not a uniform price fixed and all Indians charged the same for the scaling of their timber?—A. No, sir. The cost of the scale this year was figured out by the Government scaler, and each Indian has been charged the amount the scaler reported, which makes some pay more per thousand feet than others pay. Last year the scale was uniform at 12 cents per thousand feet for the timber put in by Denomie.

Q. Are you acquainted with John B. Anderson, the Government scaler for this reservation for the logging season of 1886-'87?—A. I am; but I was not prior to that time.

Q. Did he devote his whole time to the scaling of the timber logged on the reservation during the time he was Government scaler?—A. I think not. I don't think I saw him here more than five or six times during the logging season, and when the logs were all in he came to me to find out how many feet of timber Denomie had put in, so he could figure out how much was due him for his service. The cost of scaling that year to Denomie was 12 cents, which had been paid the landing scalers, and after this was done the agent required him (Denomie) to pay Anderson \$110, no part of which was charged to the Indians, and I understand that all who logged on the reservation that year were required to pay their portion of Anderson's salary, or a certain price per thousand feet, none of which could be charged to the Indians, as they had been settled with.

Q. Did the present scaler, Mr. Young, spend his time on the reservation during the logging season just closed?—A. No, sir; I don't think he spent over half of his time on the reservation.

Q. Where does Mr. Young live?—A. He lives in Ashland, and is engaged in business as undertaker.

Q. What was the physical condition of Mr. John B. Anderson, the Government scaler for the season of 1886-'87?—A. He was crippled in one leg and could not get through the woods very well.

WILLIAM KEELY.

TESTIMONY OF JOSEPH A. LANGEVIN.

Testimony of JOSEPH A. LANGEVIN, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 5, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness being duly sworn deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Joseph A. Langevin; age, 26 years; residence, Chippewa Falls, Wis., and am employed as book-keeper for J. T. Casgriff, a licensed Indian trader on the Lac du Flambeau Reservation, La Pointe Agency, Wis.

Q. Who fixes and marks the price on the goods sold by J. T. Casgriff as trader aforesaid to the Indians on their reservation?—A. I do.

Q. What per cent. do you add to the cost of the goods as a profit to be made on the sale?—A. The goods are marked to make an average net profit of about 70 per cent.

Q. Have you ever furnished the agent in charge of the reservation with invoices showing the cost of the goods together with the price list for which they are sold?—A. I have not.

Q. Has Agent Gregory ever examined your books, the cost of your goods, and the price for which they are sold to the Indians?—A. Not to my knowledge.

Q. Is a price list posted up in the store, showing the price for which goods are sold?—A. No, sir.

Q. Do you sell fire-arms, gun and pistol cartridges, to the Indians on this reservation?—A. We have guns in stock for sale, and we keep and sell them cartridges and powder and shot.

Q. Have you been furnished with a circular issued by the Commissioner of Indian Affairs, in which was stated the net profit allowed to be made on the various kind of goods by Indian traders?—A. No, sir; and I never had no instructions on that point.

JOS. A. LANGEVIN.

TESTIMONY OF FRED C. LEONARD.

Testimony of FRED C. LEONARD, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 7, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows :

Q. State your name, age, residence, and occupation.—A. My name is Fred C. Leonard; age, thirty-four; residence, Eau Claire; occupation, logging.

Q. Have you been engaged at any time logging on this reservation?—A. Yes, sir; during the present season of 1888, and am in partnership with C. H. Henry.

Q. How much timber has your firm cut and banked on the reservation during this logging season?—A. I think 10,608,690 feet.

Q. What did you pay the Indians per thousand feet for this timber?—A. We paid from \$2 to \$3 per thousand feet stumpage, according to the quality and convenience of the timber.

Q. What kind of labor did you employ in cutting and banking this timber?—A. White men and Indians.

Q. How many of each did you employ?—A. We had about one hundred and seventy-five white men. Only one Indian worked regular; others for a short time, when they would quit and leave the camp.

Q. Did you ever have a conversation with Joseph Allen in regard to dividing the timber on a certain 80-acre tract of land that had not been allotted?—A. Yes, sir; about two tracts that had not been allotted.

Q. State the conversation between you and Allen in respect to these lands or the timber thereon.—A. On the 1st of January last Agent Gregory informed me that he had decided in favor of Henry and myself on a claim that was contested by A. M. Sherman and upon which Sherman's men were then cutting timber, and I asked the agent to give me

an order directing Sherman to quit cutting the timber, which he did. On the next day I went to Sherman's store and got Joe Allen to go with me out there to stop the cutting, taking him out in my cutter. On the way out I asked him who was Wa-da-skod, to whom, it appeared, had been allotted an 80-acre tract adjoining a claim we were cutting on, and he said Wa-da-skod was located in a different township, and that the land referred to, adjoining land I was cutting on and also adjoining one of Sherman's camps, did not belong to Wa-da-skod; that it had not been allotted. After some further conversation I told him there were a few isolated bunches of timber near one of my camps that had not been allotted, and I wanted to see the agent and get permission to cut these bunches of timber and pay the money therefor to him for the use of the Indians, and Allen replied, "H—ll, you need not do that; go right on and cut the timber and say nothing about it," and further remarked, "You see how we done last winter," and I said, "Yes, you cut regardless of lines," and he replied, "Yes, we did." Before we got out to the camp Allen proposed that we divide the timber on the 80 acres lying between my camp and Sherman's and cut it, and I told him, "All right." Allen said that nobody would know anything about it; that Sherman and Henry never came about the camps, and the Government had appropriated no money to pay men to look up trespasses and no man would be fool enough to do so at his own expense. After we got out there and had got ready to start back Allen said to me, "Call your foreman and we will show him and my foreman where to divide this timber," stating that he wanted the biggest half of the timber on two tracts which he proposed we could cut in section 20, township 41, range 5 east, and he and I, with our foremen, made a line on that tract, giving him (Allen) about two-thirds of the timber, or we agreed that Allen cut the timber on one side of a certain road and I the timber on the other side, which gave Allen two-thirds of it.

Q. Did you and Allen have this timber cut as agreed between you?—A. No, sir; and it was not my intention at the time I made the agreement to have it cut, and within three or four days afterward I instructed my foreman not to cut a tree on that land; I told my foreman, Mr. Frank Place, not to cut a stick on that land; that I had made the agreement with Allen to get a hold on him so that I could keep him from intimidating Indians and compelling them to sell their timber to him and Serman, as had been previously proven he had done.

Q. Do you know of any timber being cut on this reservation last year or this on land that had not been at the time allotted?—A. No, sir.

Q. Did you ever have a conversation with Stephen Edwards, the Government farmer for this reservation, in which said Edwards told you that J. T. Casgriff, a trader on this reservation, had tried to bribe or hire him (Edwards) to aid said Casgriff in getting contracts to cut pine on this reservation?—A. Yes, sir.

Q. When and where did the conversation occur, and who, if any one, was present?—A. The conversation occurred about the last of February, as he, Edwards, and I, were going to Fifield, Wis. No one was with us when it occurred.

Q. State what he told you in regard to the matter.—A. He told me that Casgriff had proposed to give him \$2,000 if he would secure for him, Casgriff, twenty contracts for timber to be cut next year, so that he, Casgriff, would have no trouble about the contracts. Edwards said that he told Casgriff he could not do so, but would give him as good a

show as he give any other man, and after he had done so, if he, Casgriff, wanted give or donate him anything, it would be his privilege to do so.

Q. When did you receive orders to stop cutting timber on this reservation?—A. I never received such orders; I was absent when the orders were given on the reservation.

Q. Do you know of any timber trees being cut down by men in the employment of yourself and Henry on Sunday, March 25, 1888?—A. No, sir; none were cut by our men on that day.

Q. How often has Agent Gregory visited this reservation since you began logging this season?—A. I think he has made three short visits.

Q. Has he ever been out to any of your logging camps on any one of these visits?—A. No, sir.

Q. Did you at any time offer to give Agency Farmer Edwards a horse and set of harness since he entered on this reservation?—A. No, sir; I offered to loan him one until next logging season if he would take good care of him, and he said he would see if he could get a buggy.

Q. Did you meet the agency farmer, Mr. Edwards, at Chippewa Falls some time in March last?—A. Yes, sir; I met him there on the night of the 15th of March last.

Q. Did you deliver Edwards a message on that occasion; if so, from whom and of what purport?—A. Yes, sir. I told him that W. A. Rust, of Eau Claire, Wis., wanted to see him, and he said he could not go to Eau Claire, that he had to go to the reservation.

Q. After your return to the reservation from Chippewa Falls did you tell Edwards that the reason that Rust sent for him was to detain him as long as possible to keep the order from being served to stop cutting timber on the reservation?—A. No, sir.

Q. Did Mr. Rust say what he wanted to see Edwards about?—A. No, sir. He only told me to tell Edwards he wanted to see him.

Q. Did Mr. Rust know at the time that Edwards was at Chippewa Falls?—A. No, sir; I told him so.

Q. What do you consider would be a fair and reasonable price per thousand feet stumpage for the timber that has been cut and banked on the reservation during this logging season?—A. Three dollars per thousand feet.

FRED C. LEONARD.

Statement showing amount of timber cut by Henry & Leonard on Lac du Flambeau Reservation, Wis., and balances due to April 4, 1888.

Be shi go bin e si keve:	
By 707,710 feet, at \$3.....	\$2, 123. 13
To merchandise and cash.....	1, 346. 69
By balance due.....	776. 44
O Mashko we gi Ji genbi:	
By 124,250 feet, at \$3.....	372. 75
To merchandise and cash.....	192. 27
April 4. By balance.....	180. 48
Med we cos Sung:	
By 1,293,210 feet, at \$3.....	3, 879. 63
To merchandise and cash.....	565. 34
By balance due.....	3, 314. 29

A Jigwan :	
By 899,500 feet, at \$3.....	\$2,698.50
To merchandise and cash.....	1,012.96
By balance due.....	<u>1,685.54</u>
Onitum.	
By 100,730 feet, at \$3.....	302.19
To merchandise and cash.....	214.07
By balance due.....	<u>88.12</u>
Man do manis :	
By 199,490 feet, at \$2.....	398.98
To merchandise and cash.....	148.30
By balance due.....	<u>250.68</u>
Ni ba a ash :	
By 323,530 feet, at \$3.....	985.59
To merchandise and cash.....	600.58
April 4. By balance due.....	<u>385.01</u>
Sha ga na she keve :	
By 274,890 feet, at \$2.50.....	687.22
To merchandise and cash.....	370.04
April 4. By balance due.....	<u>317.18</u>
Sophia :	
By 207,810 feet, at \$3.....	623.43
To merchandise and cash.....	159.50
April 4. By balance due.....	<u>463.39</u>
Pidense :	
By 177,130 feet, at \$2.50.....	442.82
To merchandise and cash.....	35.61
April 4. By balance due.....	<u>407.21</u>
Se ka sige :	
By 472,460 feet, at \$2.50.....	1,181.15
To merchandise and cash.....	1,390.71
April 4. To amount overdrawn.....	<u>209.56</u>
Frank Cadotte :	
By 596,240 feet, at \$2.75.....	1,639.66
To merchandise and cash.....	885.09
April 4. By balance due.....	<u>754.57</u>
Bi da no keved :	
By 63,130 feet, at \$3.....	189.39
To merchandise and cash.....	150.70
April 4. By balance due.....	<u>38.69</u>
Bi mash i keve :	
By 694,420 feet, at \$2.50.....	1,736.05
To merchandise and cash.....	399.51
April 4. By balance due.....	<u>1,336.54</u>

Mando Man:	
By 444,540 feet, at \$2.50.....	\$1,111.35
To merchandise and cash.....	41.09
April 4. By balance due.....	<u>1,070.26</u>
Wi mite gash:	
By 438,450 feet, at \$2.....	876.90
To merchandise and cash.....	196.60
April 4. By balance due.....	<u>680.30</u>
Ga ga go bi keve:	
By 505,790 feet, at \$3.....	1,517.39
To merchandise and cash.....	31.35
April 4. By balance due.....	<u>1,486.02</u>
Ne ga ni Ji gig:	
By 269,760 feet, at \$3.....	809.28
To merchandise and cash.....	977.25
April 4. To amount overdrawn.....	<u>167.97</u>
Na wa Kevek:	
By 923,290 feet, at \$3.....	2,769.87
To merchandise and cash.....	2,271.23
April 4. By balance due.....	<u>498.64</u>
Wee zo:	
By 590,610 feet, at \$2.....	1,181.22
To merchandise and cash.....	727.90
April 4. By balance due.....	<u>453.32</u>
Wa sa ni ni bi:	
By 802,540 feet, at \$3.....	2,407.62
To merchandise and cash.....	1,885.54
By balance due.....	<u>522.08</u>
Be She Ji gig:	
By 239,840 feet, at \$3.....	719.52
To merchandise and cash.....	1,070.27
April 4. To amount overdrawn.....	<u>380.75</u>
A we ni sha min da neoie:	
By 254,370 feet, at \$2.50.....	635.92
To merchandise and cash.....	74.40
April 4. By balance due.....	<u>561.52</u>
Gi men an:	
By 185,060 feet, at \$2.....	370.12
To merchandise and cash.....	498.55
April 4. To amount overdrawn.....	<u>128.43</u>
Sha go be ok:	
By 228,210 feet, at \$2.....	456.42
To merchandise and cash.....	994.78
April 4. To amount overdrawn.....	<u>538.36</u>
Scaling not included.	

TESTIMONY OF ALEX. LOWRY.

Testimony of ALEX. LOWRY, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 6, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposes as follows :

Q. State your name, age, residence, and occupation.—A. My name is Alex. Lowry; age, forty-two years; residence, Eau Claire, Wis.; occupation, Government scaler on the Lac du Flambeau Reservation.

Q. When and by whom were you appointed Government scaler of logs on the Lac du Flambeau Reservation?—A. I was appointed November 9, 1887, by Agent James T. Gregory.

Q. Were you acquainted with Agent Gregory prior to your appointment?—A. No, sir; I never saw him until I went to his office, November the 9th, 1887, with a letter from W. A. Rust, and I received the appointment that day.

Q. Who is W. A. Rust, where does he live, and what is his business?—A. He lives in Eau Claire, and he was then secretary of the Eau Claire Lumber Company.

Q. What salary do you receive, and how is it paid, as Government scaler?—A. Agent Gregory told me I would get 10 cents for each one thousand feet scaled on the reservation, out of which I had to pay my assistants.

Q. When did you begin work as scaler aforesaid?—A. I came here about the 18th of November and staid four or five days and left, returning the 1st of December, and have been on the reservation ever since, except about one week.

Q. How many feet of timber has been scaled on the reservation this logging season?—A. There is one landing that I have not yet received the final footing of the timber banked there, but the total cut will be about 28,500,000.

Q. How much of this timber did you scale?—A. Four million five hundred and seventy-six thousand two hundred.

Q. How many assistant scalers did you employ?—A. Seven.

Q. What were they paid for their services?—A. Five of them received 5 cents per one thousand feet on the timber they scaled; the other two were paid, one of them \$64.80 for scaling 1,296,000 feet, the other was paid \$70 per month, and worked about thirty-six days.

Q. After paying your scalers, what amount is left to pay you for your services?—A. About \$1,576.

Q. When will the final footings of the scale of logs be completed?—A. By the 7th instant.

Q. How many landings were on the reservation?—A. About eighteen.

Q. How often did you visit these landings and test the scales of your assistants?—A. Some of them as often as twice and two of them as often as five times, and one landing that I never tested the scaler's measurement.

Q. How much of your time has been spent in visiting the various landings for the purpose of testing scales?—A. I think about one month.

Q. What is the quality of the timber banked on the reservation this year?—A. It is good.

Q. How does the timber cut and banked on the reservation this year

compare with the average cut of timber off the reservation ?—A. I think the timber cut on the reservation is of better quality than any I have scaled off of the reservation.

ALEX. LOWRY.

TESTIMONY OF JOHN J. LENNON.

Testimony of JOHN J. LENNON, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 27, 1888, in the matter of investigating the affairs of La Pointe Agency, Minn.

The witness, being duly sworn, deposes as follows :

Q. State your name, age, residence and occupation ?—A. My name is John J. Lennon; age, forty-eight years; Portage City, Wis.; occupation, explorer or woodsman.

Q. Have you been employed at any time on the Fond du Lac Reservation, Minn.; if so, how long and by whom employed ?—A. I came here a year last January with Pat Hynes, and was in Hynes's employment from the 1st of February, 1887, until the 23d of May following, and have occasionally been in his employment since the 1st of last October.

Q. Have you ever sold descriptions of land on the Fond du Lac Reservation to Indians who wanted allotments ?—A. Yes, sir.

Q. Give me the name of each Indian to whom such sales were made, the amount of land, and price you received therefor ?—A. :

John Papio, 80 acres	\$75. 00
Eliza Martell, 160 acres and 40 for sister	100. 00
Lizzie Nagunab, 80 acres	50. 00
Joe and John Gouge, 40 acres each	50. 00
Hattie Martell, 160 acres	200. 00
Margaret Martell, 160 acres	200. 00
David Ruttle, 80 acres	100. 00
Eugene Danilson, 40 acres	25. 00
James Ruttle, for his daughter, 40 acres	20. 00
Frank De Foe, 40 acres	25. 00
Peter Ammosing, 80 acres	125. 00
John Wabano and daughter, 160 acres	75. 00
Maggie Skye, 80 acres	50. 00
Walter Ruttle, 80 acres	150. 00
Julia Defauld, 80 acres	100. 00
Charlotte Martin, 80 acres	50. 00
George Gouge, 40 acres	50. 00
Woolly House, 40 acres	25. 00
Tracie Saxton, 80 acres	50. 00
Elizabeth Brown, 80 acres	50. 00
Ed Smith, 80 acres	100. 00
Wa Wa Se kwa, 80 acres	125. 00
Susiene De Foe, 40 acres	25. 00
F. T. Price, 80 acres	125. 00
Jennie E. Price, 80 acres	125. 00
George W. Price, 80 acres	125. 00
M. W. Price, 80 acres	125. 00

Q. When did you sell the first of these descriptions ?—A. I think in August last.

Q. Did you have permission from Agent Gregory, the honorable Commissioner of Indian Affairs, or the honorable Secretary of the Interior to go upon said reservation to locate land and sell the descriptions thereof to the Indians ?—A. No, sir; I had no authority to do so.

Q. Did Agent Gregory know that you were doing so ?—A. I was informed that Indians had stated in council, in Gregory's presence, that the Indians had bought their claims from me.

Q. Did you ever have any conversation with Agent Gregory relative to the matter?—A. When Special Agent Wall was here last January I learned that the applications of the four Prices, who I had sold claims, would be rejected, and I spoke to Agent Gregory about it, and told him I sold these selections to the Prices, and if they were rejected if I could sell them to somebody else, and he replied that he had nothing to do with the buying or selling of claims; that if they were rejected I could sell them to somebody else if I found any one that wanted them.

Q. At whose instance did you locate the claims you sold to the Indians on the Fond du Lac Reservation?—A. At the request of the Indians.

Q. I will ask you if you did not leave descriptions with E. L. Rose, Hynes's book-keeper, for him to sell to Indians who wanted allotments?—A. I left one 40-acre description with him, but he did not see it.

JOHN J. LENNON.

TESTIMONY OF WILLIAM LYONS.

Testimony of WILLIAM LYONS, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., May 1, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness being duly sworn, states as follows:

That he is a Chippewa Indian, and resides on the Fond du Lac Reservation, Minn.; that in 1886 he received a patent from the Government for 80 acres of land on said reservation; that after receiving said patent he contracted the timber on said land to Pat Hynes for \$500 per thousand feet on the bank. That he began to cut and bank said timber; that some time in the last of December, 1886, Hynes sent a white man out to take charge of deponent's logging without his consent. That afterward other white men were sent to work in his camp. That he came to the agency farmer, E. L. Rose, who was also Hynes's clerk and book-keeper, and told Rose that he did not want these white men in my camp, and Rose told me that I was behind in my accounts with Hynes, and that these men had to stay there until enough timber was got in to pay Hynes, and that I could not get anything more except on the order of the white foreman. I then told Rose that these men were camping in my house with my family and I did not want them there, and Rose told me they had to stay there as long as logging went on, and that I could not help myself. After that I took no interest in the matter of my logging and never had any settlement for my timber. Rose told me I owed Hynes. That he did not make any complaints to the agent about his bad treatment because he did not think it would do any good. That he was not at home the day Inspector Thomas was here last September.

WILLIAM LYONS.

TESTIMONY OF MRS. JENNIE E. KLINK (nee PRICE).

Testimony of JENNIE E. KLINK, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 20, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows:

Q. State your name and residence.—A. My name is Jennie E. Klink; residence, Cloquet, Minn.

Q. Are you a member of the band of Chippewa Indians who reside on the Fond du Lac Reservation?—A. My mother belonged to that band and drew annuities with them; I am an eighth Chippewa; I was born in Sibley County, Minn., and have resided here since January last.

Q. Have you had any lands allotted to you on the Fond du Lac Reservation, Minn.?—A. No, sir; I have applied for an allotment, but have received no certificate for it.

Q. When did you make application for an allotment on the reservation?—A. I gave the description of the land selected to Patrick Hynes, to be filed with the farmer, I think in August last. The description was in my maiden name, Jennie E. Price.

Q. Why was the claim selected not allotted to you by Special Agent Wall last January?—A. The Indians objected, and the matter was held up for proof to establish my right to the allotment, is what I understood; I did not receive a certificate from the special agent for allotment.

Q. Prior to the time that Special Agent Wall was here in January last, had you contracted the timber on the land selected for you to any one?—A. Yes, sir; to Patrick Hynes.

Q. When did you contract the timber to Patrick Hynes?—A. The same day that I gave him the description to be filed with the farmer.

Q. What did Hynes agree to pay you for the timber?—A. Five dollars per thousand feet for it banked.

Q. Have you had any of the timber cut and banked or authorized it to be done by any one?—A. No, sir.

Q. Has any of the timber been cut?—A. I have received no report of it from the scalers, but I was told to-day by Mr. Rose, Hynes's book-keeper, that some of it had been cut.

Q. Did Hynes pay you anything on the timber contracted for?—A. Yes, sir; the day after I made the contract he paid me \$25, which is all that I have received.

JENNIE E. KLINK.

TESTIMONY OF KI-BI-CHI-GI-JIG.

Testimony of KI-BI-CHI-GI-JIG, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., March 31, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows (Edward Blanchard, interpreter):

Q. Are you a member of the Chippewa band of Indians that reside on the Lac du Flambeau Reservation, Wis.?—A. Yes, sir; and I reside on the reservation.

Q. Have you had any land allotted to you on said reservation?—A. Yes, sir.

Q. Who located the claim for you?—A. Isaac Stone and one of his sons.

Q. When did Stone locate it for you?—A. In the summer of 1886.

Q. Did you contract or sell the timber in 1886 on the land settled for you by Stone?—A. No, sir.

Q. Have you ever sold the timber on the land selected for you by Stone?—A. No, sir.

Q. Has any land been allotted to you on this reservation except that located for you by Stone?—A. Yes, sir.

Q. Who located the last piece or tract of land for you?—A. Joseph Allen located it for me. I first went out and selected it and got him to go with me afterward.

Q. Did you go to Allen and ask him to locate it, or did Allen come to you and tell you he would locate you a good piece of land?—A. I went to Allen and asked him to do so.

Q. Is the land selected or located for you by Allen entered in your English name as Charlie Starr?—A. In my English name—Charlie Starr.

Q. Who told you to take the land located for you by Allen in your English name—Charlie Starr?—A. Nobody; but I told Joseph Allen my English name and he said that would be right.

Q. Have you sold the timber on the piece of land in your English name—Charlie Starr?—A. Yes, sir.

Q. When and to whom did you sell it?—A. I sold it last June to A. M. Sherman.

Q. How much was he to pay you per thousand for the timber?—A. He did not tell me how much.

Q. Did you sign a contract for Mr. Sherman to have the timber?—A. Yes, sir.

Q. Did Mr. Sherman or any one else read and explain the contract you signed to him?—A. No, sir.

Q. Did you then or do you now know the contents of the paper you signed for Mr. Sherman?—A. No, sir; I don't.

Q. When did you locate the claim in your English name—Charlie Starr?—A. One year ago last winter.

Q. When did you go to Joseph Allen and tell him you had selected this claim and wanted him to locate it for you?—A. One year ago last winter.

Q. Where were you when you agreed to let Mr. Sherman have the timber on this land, the time you signed the paper?—A. At Joseph Allen's house.

Q. Who was there besides yourself?—A. No one but Mr. Allen and his wife and myself and my wife.

Q. Who did you make the contract with?—A. I went to Mr. Allen and made the contract and signed the paper.

Q. Did any one tell you that you could select another claim and let the one Stone selected for you go?—A. No, sir.

Q. At the time you signed the contract at Joseph Allen's house did you understand that it was a contract to let Mr. Sherman have the timber on your land?—A. Yes, sir.

KI-BI-CHI-GI-JIG (his x mark).

TESTIMONY OF D. A. KENNEDY.

Testimony of D. A. KENNEDY, taken before United States Indian Inspector T. D. Marcum, at Ashland, Wis., May 12, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows :

Q. State your name, age, residence, and occupation.—A. My name is D. A. Kennedy, forty-nine years of age, reside at Ashland, Wis., and

am a lumberman and also superintendent of the Superior Lumber Company.

Q. Are you a member of the Superior Lumber Company?—A. I am not.

Q. How long have you been superintendent of the Superior Lumber Company?—A. Since April, 1882.

Q. During that time has said company bought any logs cut on the Bad River Reservation?—A. They have not.

Q. Do you know of any member of the Superior Lumber Company buying any timber logged on either of the reservations within the limits of the La Pointe Agency?—A. I do not.

Q. Do you know of any member of said company having any interest, directly or indirectly, growing out of any profits they expected to receive or derive from the purchase and sale of any timber logged on the Bad River Reservation?—A. I do not.

Q. Who buys the logs cut by the mills of the Superior Lumber Company?—A. The secretary and president of the company.

Q. Have you at any time, while superintendent of the Superior Lumber Company, been engaged in buying and selling timber logged on the Bad River Reservation?—A. I have.

Q. Have you now or at any time had a partner in your logging operations on the said reservation?—A. I have in my this winter's operations, but have not previous.

Q. Is your partner in this winter's operations in any wise connected with or interested in the Superior Lumber Company?—A. No, sir.

Q. Have you now or at any time had any agreement or understanding whereby the Superior Lumber Company or any member thereof were to share, directly or indirectly, in the profits made or losses incurred in your logging operations on said reservation?—A. No, sir, none whatever.

Q. Has the Superior Lumber Company, at any time during your connection therewith, purchased any logs cut upon either of the reservations embraced in the La Pointe Indian Agency?—A. They have not.

Q. Have any logs cut upon either of the reservations embraced in the La Pointe Agency been manufactured into lumber by the mills of the Superior Lumber Company since you became superintendent thereof?—A. Yes, sir; one lot estimated at about 1,000,000.

Q. For whom were these logs sawed?—A. For myself.

Q. State the circumstances under which they were sawed and what arrangement you had with the company therefor.—A. I sold 1,000,000 feet, more or less, to McLarren & Sprague, of Toledo, Ohio, during the summer of 1886 and I was to have it ready for shipment in sixty days. I could not get it sawed at any mill in Ashland within that time, except at the Superior Lumber Company's mill. Knowing that the officers of the Superior Lumber Company were averse to doing any sawing on Indian logs, I took the liberty myself, without any authority of the officers of the company, to get that lot sawed. I have paid for sawing said lumber at the market rates in this place, and the said lumber was piled separately and shipped by me to McLarren & Sprague as per contract.

Q. Did the officers of the company know at the time that the logs were being sawed by their mills?—A. They were not aware of the logs being sawed.

Q. Do you know of any reason why the Superior Lumber Company have never purchased any logs cut on the reservations of said agency?—A. In the year 1883 they thought to cut or purchase some logs that

would be cut on the reservation, but on examining the rules and regulations of the Government putting the business entirely in the hands of the Indian they would have nothing to do with it, and decided at that time not to have anything to do with Indian logs and ever since have adhered to that rule. Moreover Colonel Knight, the secretary of the company, who does the principal buying, is opposed to the handling of Indian logs.

Q. Did you sell the timber purchased on the Bad River Reservation in the log or have it manufactured into lumber?—A. I have manufactured what I bought during the season of 1885 and 1886 and 1886 and 1887 into lumber and sold the lumber. The cut of 1887 and 1888 were sold in the log.

Q. By whose mill or mills were those logs manufactured into lumber in 1885 and 1886 and 1886 and 1887?—A. They were sawed by the Ashland Lumber Company, the Mowat & Case mill, W. R. Durfee's mill (or what is known as the Union Mill), and W. R. Sutherland's mill, of this place.

Q. What would be a fair price per thousand feet for the timber banked on Bad River Reservation during the winter of 1887 and 1888?—A. Six dollars and fifty cents.

Q. What would have been a fair price per thousand feet stumpage for the timber cut on said reservation during the winter of 1887 and 1888?—A. On an average it would be worth \$2 per thousand.

Q. On examination of Letter-book 5, page 40, correspondence of Superior Lumber Company, I find a letter which reads as follows :

ASHLAND, WIS., October 6, 1885.

DEAR SIR: The contract with Gog-way-on was intended to be made in the name of D. A. Kennedy instead of ours, and we return same to you with others drawn in Mr. Kennedy's name, which please have signed instead of those you sent us. We have also made a copy of the agreement for supplies with Mr. Kennedy's name substituted for Denomie's. Please fix this up and return to Mr. Kennedy as soon as you can, and oblige,

Yours, truly,

SUPERIOR LUMBER COMPANY,

N. E. PERO, Esq.,
Lac Court Orielle, Wis.

P. S. We have left the range number blank in the supplies agreement, as it does not agree with the contract in the papers sent us. Please fill out, and oblige.

Q. If you know, explain the circumstances under which this letter was written and what connection, if any, it had with the business of the Superior Lumber Company.—A. It had no connection with the business of the Superior Lumber Company. When I received the contract made by N. E. Pero for Gog-way-on I discovered that it was made in the name of the Superior Lumber Company instead of mine, and I asked Mr. W. D. Clark, who was the book-keeper for the Superior Lumber Company, and who was doing some writing for me, to return the contract, and I furnished him with a new contract to be signed by Gog-way-on and myself. I gave no further directions, assuming that Mr. Clark would sign my name to the letter. I did not know that he had signed the name of the Superior Lumber Company to the letter until April of this year, at which time my attention was called to it by John H. Knight while he was in Washington, asking me what there was about that letter, or whether there was such a letter in existence. I then examined my own letter-books, and not finding it there I then examined the Superior Lumber Company's letter-books and found the letter as stated above. Although the letter appears on the face of it to have been written by

and for the Superior Lumber Company it had no relation to their business in any manner whatever and was simply a mistake of Mr. Clark's, on account of my not instructing him more particularly than I did. The letter applied solely to my own private affairs, and was written by my direction.

Q. On page 117 of the same book, under date of Ashland, October, 30, 1885, I find a letter which reads as follows :

DEAR SIR: Yours of the 27th received. I send you \$50 by express for the old lady mentioned. Thought first of sending you a draft, but concluded currency would be more convenient, and so will send it to your address at Haywood, which I believe is your nearest express office.

We inclose contracts herewith which are not certified to by the interpreter. Please fill out and sign the certificates, same as you did on other contracts, and also get the name of another witness and return same to me at your earliest convenience.

Yours, truly,

SUPERIOR LUMBER COMPANY.

N. E. PERO, Esq.,
Lac Court Orielle, Wis.

Did this letter have any connection with the business or interest of the Superior Lumber Company?—A. It did not.

Q. Explain, if you know, the circumstances under which the letter was written and to whose business affairs it pertained.—A. The letter referred entirely to my private business. The circumstances under which it was written are as follows: There was a stenographer at the time in the office of the Superior Lumber Company by the name of John Stuber, and I went to him and dictated this letter, and gave him no further directions, supposing that he understood that it was my individual letter and would sign my name to it. On examination this spring I find that it was signed "Superior Lumber Company" and an impression of it taken in the Superior Lumber Company's letter-book.

Q. Have you a set of books in which your accounts of logging on the reservation are kept separate and apart from the accounts of the Superior Lumber Company?—A. I have a set of books for that purpose, including a day-book, journal, ledger, and press copy-book.

Q. At the time the two letters above referred to were written did you have a press-copy book of your own?—A. I did not, but procured one within a few days afterwards.

Q. Are the accounts of your logging operations kept by yourself or by a clerk or book-keeper?—A. They are kept by a book-keeper, whom I pay for doing that work for me.

Q. Who keeps your books containing the accounts of your logging operations on said reservation?—A. W. D. Clark keeps my books, and also keeps the books of the Superior Lumber Company. I have employed him to do my book-keeping and all my writing, and he has been doing my book-keeping since I began operations on the reservation.

Q. Does or does not your management of the logging operations on the reservation interfere with your business as superintendent of the Superior Lumber Company?—A. It does not; as I buy nearly altogether from contractors and have no trade with the Indians directly. When I buy the timber from an Indian the logging is let to contractors. Furthermore, during the logging season the mills of the Superior Lumber Company are not in operation and do not require much of my time. And I also have the permission of the company to use my spare time in any business and manner that I deem proper.

Q. What have you paid per thousand feet for the timber on the bank that you have purchased on the reservation this year?—A. Six dollars and fifty cents.

Q. Are you in any manner connected with what is known as the Ashland Boom and Canal Company?—A. I am superintendent of that company, but have no interest in it.

Q. Under what authority were the booms of said company erected across the Bad River and White River within the boundary of the Bad River Indian Reservation?—A. By virtue of a charter from the State of Wisconsin.

Q. Are those booms attached to the lands owned by individual Indians or held by the Indians in common?—A. The main boom, which is about 3 miles from the mouth of the river, is attached to the Indian land on one side of the river, and on the other side to land owned by the company. We are paying the Indian to whose land the boom is attached a rental for the privilege; and for where we stretch temporary booms we have paid such damages to the Indians as were assessed against the company by the Government farmer.

Q. Are the Indians in any way benefited by the erection of said booms across these waters?—A. Yes, sir; without these booms it would be impossible to market any logs cut on the reservation, except those which might be shipped by rail and those on the lake shore.

Q. Would the Indians realize as much for the timber without the use of these booms as they now receive for it?—A. I do not think they could sell at all.

Q. How long are those temporary booms kept across the rivers?—A. About two months, or three at the utmost.

Q. Does the stretching of those booms across the Bad and White Rivers above the Indian bridge cause the banks to overflow and damage the farms therefrom?—A. Last year it did cause some damage on the Bad River, and the damage was paid for according to the assessment of the Government farmer.

Q. Is any damage done to the Indian farmers on the reservation by reason of the construction of the main boom?—A. No, sir.

Q. When was this main boom erected across Bad River?—A. I believe in 1880.

Q. Has the Superior Lumber Company any interest in the Ashland Boom and Canal Company?—A. Yes, sir; the Ashland Boom and Canal Company is a separate corporation, but owned by the stockholders of the Superior Lumber Company.

Q. Is any toll on boamage charged to persons logging in the Bad River and White River within the bounds of the Bad River Indian Reservation?—A. Yes, sir.

Q. What tariff is charged loggers by the Boom Company per thousand feet for logs passing through their booms?—A. The tariff for the booming proper is 50 cents per thousand. This price is regulated by law. The rafting is 25 cents per thousand which makes a total cost of passing through the boom of 75 cents a thousand.

Q. Does the construction of these booms interfere with the navigation of the streams within the bounds of the reservation?—A. For a short time it does.

Q. How much of each season of the year are they thus interfered with in the navigation of their streams by reason of these booms?—A. Previous to 1887 the navigation up to Odanah was kept free. During the season of 1887, by reason of a breakage of booms, the navigation has been obstructed about two months.

Q. About how long would it be obstructed during the season of 1888?—A. The same condition prevails this year as did last. On ac-

count of the extraordinary high water the boom broke and let more logs down on the main boom than was intended.

Q. Do the Indians transport their supplies to their village and farms by means of the rivers, or is it taken by rail or overland?—A. Formerly it was transported by water, but since the railroad goes through the reservation it is transported almost entirely by rail and steam.

Q. Have you any statement or explanation that you desire to make further than you have stated in regard to any of the matters on which you have been interrogated?—A. I have not.

Q. Have you at any time bought any logs from John B. Denomie for the Superior Lumber Company?—A. No, sir; but, in 1885, I bought logs from him on my own account and for no other.

D. A. KENNEDY.

TESTIMONY OF C. H. HENRY.

Testimony of CHARLES H. HENRY taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 4, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Charles H. Henry; age, forty years; residence, Eau Claire, Wis.; occupation, lumber business.

Q. How long have you been engaged in logging on the Lac du Flambeau Reservation?—A. Since the fall of 1886.

Q. How much timber did you buy on the reservation during the logging season of 1886-'87?—A. A little less than 1,000,000 feet.

Q. Did you buy it delivered on the bank of some lake or stream, or did you have it cut, hauled, and banked?—A. My contracts were for timber delivered on the bank, but I done the cutting and hauling and guaranteed those from whom I purchased a certain price per 1,000 feet stumpage clear of all expense.

Q. What was the contract price per 1,000 feet for the timber banked?—A. Six dollars per 1,000 feet.

Q. What did it cost per 1,000 feet to cut and bank the timber?—A. Four dollars and sixty-five cents per 1,000 feet.

Q. What price net, per 1,000 feet stumpage, did you pay for this timber?—A. Two dollars per 1,000 feet net.

Q. From how many Indians was this timber purchased?—A. Four.

Q. Was the cost of cutting and banking the logs of each Indian kept separate?—A. No, sir; the logging was all done by one crew, and the average cost per 1,000 was ascertained by dividing the total expense account by the number of thousand feet banked.

Q. When did you make final settlement with the Indians from whom you purchased the timber?—A. About the middle of June, 1887.

Q. Had the logs been removed from the reservation before final settlement was made?—A. Yes, sir.

Q. Did, or not, your contracts require the logs should be paid for before they were removed from where banked?—A. Yes, sir; but the agent did not come here to attend to the settlements until about the 10th of June, and I was absent when he came, and the settlements were not made until about the middle of the month.

Q. At settlement made, as stated, about the middle of June, did you

pay each Indian the amount due for the timber you had purchased of them?—A. I did, in the presence of the agent.

Q. Have you a license from the honorable Commissioner of Indian Affairs to trade with the Lac du Flambeau band of Chippewa Indians, located on the Lac du Flambeau Reservation, Wis.?—A. Yes, sir; a special license, dated the 6th day of December, 1887, to expire June 1, 1888.

Q. Have you been selling goods and supplies under said license to the Indians therein named?—A. Yes, sir.

Q. What per cent. do you add to the cost of these goods and supplies as a profit made on their sale?—A. That is done by my clerk, who is instructed to mark and sell the goods at a fair and reasonable profit.

Q. Have you ever furnished the agent in charge of this reservation with the invoices of the goods and supplies offered for sale and a price-list showing the figures for which the same were sold?—A. No, sir; but the agent and Inspector Gardner examined my invoices and books in February, 1887, and I heard no objection from either to the prices at which the goods were sold.

Q. How much timber have you bought of the Indians on this reservation during this logging season?—A. I have not received the final footing-up by the scalers, but think about 10,500,000 feet.

Q. What did you pay per thousand feet for the timber bought this year, banked?—A. The contracts specify from \$5 to \$6 per thousand feet banked, but the actual price to be paid the Indians is a guaranty of from \$2 to \$3 per thousand feet stumpage, and I bear the expense of cutting and banking the timber.

Q. Are you paying the Indians this year more or less, net, for their price than you paid last year?—A. I am paying them on an average \$2.76 per thousand feet stumpage, net, which is 76 cents per thousand feet stumpage more than was paid on the reservation last year.

Q. How does the timber cut and banked this year compare in quality with the timber cut and banked last year?—A. I think the timber as a whole was better last year than the timber cut and banked this year.

Q. What year was logging begun on this reservation?—A. In the fall of 1886.

Q. How many 80-acre allotments have you logged on this year?—A. Twenty-five; some were fractional eighties.

Q. Have you cut all the merchantable pine timber on the tracts of land where you logged?—A. All the merchantable timber has been cut on thirteen of the allotments where I logged except some small timber that was culled over and left by Sherman, who logged on part of six of these allotments, five of them last year and one this year. I cut all pine that was smooth and merchantable from 10 inches in diameter at the small end and over.

Q. Did you buy all or only three-fourths of the pine timber on each of these allotments?—A. The contract was only for three-fourths of the timber.

Q. By what authority did you cut the one-fourth of the timber reserved in the contracts?—A. By the consent of the Indian owning the timber and the consent of the agent in charge of the reservation, and I would not have done so if either had objected.

Q. Have you paid the same price per thousand feet for Norway that you pay for the white pine cut on the reservation?—A. Yes, sir; I pay the same for Norway that I do for white pine cut on the same allotment.

Q. What kind of labor have you used logging on the reservation, white or Indian?—A. Last year I started in with none but Indian la-

bor; after work began I employed nine white men, most of whom worked with the teams. In addition to these nine I had a white cook and white foreman. This year I have employed all the Indians that would work, but most all of the logging this year has been done by white men.

Q. How many white men have you had at work during this logging season?—A. On an average about one hundred and sixty white men and ten Indians at the camps.

Q. Were you or not instructed that you could only employ and work on the reservation white men as cooks, teamsters, and foremen, and that all other labor in cutting and banking timber must be done by Indians?—A. No, sir; I was instructed to employ Indians who wanted to work and whatever white labor was necessary to carry on the work. The agent said the Indians should have the preference if they wanted to work, but if I could not get Indian labor to do the logging, to hire white men, and I always gave an Indian employment when he wanted to work.

Q. In making contracts for this timber was the number of feet stated in the contract what the estimate made them showed was in the allotment or on the three-fourths contracted for?—A. No, sir; the contracts, with perhaps a few exceptions, was for 100,000 feet, more or less.

Q. How many feet were on the twenty-five allotments that you logged on this year?—A. The estimates show about 13,000,000, of which I cut and banked 10,608,690 feet.

Q. When these contracts were made was it the understanding that you were to cut all the 13,000,000 feet on the allotments described in the contracts?—A. Yes, sir.

Q. Then why were these contracts made for "100,000 feet, more or less"?—A. I was instructed by Agency Clerk Beaser to make the contracts read "100,000 feet more or less," and make out my bonds to conform to the contracts.

Q. When did you send or deliver your contracts made for this logging season to Agent Gregory?—A. I think I forwarded the contracts and bonds to the agent the first week in March.

Q. Were you or not instructed by Agent Gregory that a bond must accompany each contract?—A. Yes, sir. In the early part of February I took my contracts to the agent without any bonds, and he told me I must file a bond with each contract, and the agency clerk furnished blank bonds, which I had filled up and acknowledged, and they, with the contracts, were expressed to the agent as above stated.

Q. How many contracts did you make for this logging season under which no timber was cut?—A. I think seven.

Q. Do you know of any timber being cut, last year or this, on land that had not been allotted to some Indian?—A. Not of my personal knowledge.

Q. When you came here to log in 1886, was there an agency or Government farmer on the reservation?—A. When I came here, and before I came here, in 1886, I was told that Joseph Allen was Government farmer, and after I came here I heard the Indians talk about him as farmer, and I did not know to the contrary until Inspector Gardner came here, in February, 1887.

Q. Did Agency Farmer Edwards fix a date and place when and where he would receive and record transcripts of entries for allotments on this reservation and give you notice of the time and place?—A. Yes, sir.

Q. Did you appear on the time and at the place he had named when and where these transcripts were to be recorded?—A. No, sir. About 9 o'clock in the morning of the day he had named to do this work he

came to the store I now occupy and he told me they had got into a wrangle and that he had closed his books, put them in his satchel, and locked them up, and that he would enter up no transcripts or claims until the agent or special agent came; that he did not propose to do anything crooked in the matter; that he wanted to give everybody a fair show; and I asked him if he had made any entries in the book, and he replied that he had not made any entries, and I told him I thought he had done right.

Q. Have you a partner in your logging operations on this reservation?—A. I have one this year—Fred. C. Leonard.

Q. What is it worth to scale the timber banked on this reservation during this logging season?—A. It is worth 6 cents per thousand feet, as the head or Government scaler is expected to inspect the scale at the different landings.

Q. What is Mr. Alex. Lowry, the Government scaler, paid for having the logs banked on the reservation scaled?—A. I understand he is to have 10 cents per thousand feet.

Q. What did he pay his assistants?—A. Five cents per thousand feet.

Q. How much has Lowry scaled?—A. He did the scaling at two of Sherman's landings, where between five and six millions were banked.

Q. Did Lowry have an assistant at these two landings?—A. I think not.

Q. How much will Lowry receive for his services as scaler on the reservation after paying all his assistants?—A. If he is paid 10 cents per thousand for the timber scaled it will amount to between \$1,600 and \$1,700. If he is paid 6 cents per thousand feet he will receive, net, for his services between \$500 and \$600.

Q. How long has Lowry been engaged scaling the timber banked on the reservation?—A. He began about the 1st of December and he will be engaged until about the 15th of this month, making about four and one-half months' work:

(Examination continued April 6, 1888.)

Q. Have the the Indians worked as well this year as they did last?—A. No, sir; the percentage of the work done last year by the Indians was greater than it has been this year.

Q. What is the pine timber cut on this reservation this logging season, banked as it is now on the streams and lakes, worth per thousand feet?—A. Eight dollars per thousand feet.

Q. Has there been more or less drunkenness and gambling among the Indians here this year than there was last year?—A. There has been more this year, because they had more money this year than last to spend for whisky and to gamble with.

Q. Have or not the most of the Indians whose timber was logged last year spent all the money they received therefor?—A. Yes, sir.

Q. Is it or not true that many of the Indians here who have had lands allotted to them and sold their timber do not know where it is located, and can not give a description of quarter section and township it is located in?—A. Yes, sir; and there are a number to whom land has been allotted that say they had made no selection and knew nothing about it until the list approved by the Department was sent here with these names on it.

Q. Did Agent Gregory ever furnish you with a copy of the instructions from the Indian Office, prescribing the rules for logging Indian pine?—A. No, sir.

Q. What do you think would be a fair and reasonable price per thousand feet stumpage for the Indian pine cut during this logging season on this Reservation?—A. Three dollars per thousand feet.

CHAS. H. HENRY.

(Recalled by the inspector.)

Q. Are you acquainted with one J. C. Curran, who resides at Rhineland, Wis.?—A. Yes, sir.

Q. Have you at any time seen said Curran on the Lac du Flambeau Reservation since you began logging operations on said reservation?—A. Yes, sir; I have seen him there twice; first during the winter of 1886-'87, and he was there again last February.

Q. On either of the visits of said Curran to this reservation did you have any conversation with him in respect to logging operations on said reservation?—A. Yes, sir; on both of his visits; but he talked the most on his first visit.

Q. I will get you to state the conversation he had with you on these visits in respect to logging on the reservations or matters pertaining thereto.—A. On his first visit he talked to me about dividing the reservation by a line running north and south through the middle of range 5, in order that he and his friends could have control of logging all the Indian pine on the reservation east of that line. He proposed to me to aid him in getting the Indians to agree to such a division and in return he would aid me in controlling all the Indian pine west of said line, representing at the time that he had been with these Indians for a long time and had a great deal of influence with them, and he thought he was entitled to log their pine or a chance to do so, and that he was determined to fight for a hold on the reservation, and if he did not succeed he would know why. I told such a division as he proposed was not practicable and that I did not propose to engage in such a scheme; that if he wanted to log on the reservation, he could take his chances with others, and if he desired to do that I would be glad to render him any assistance in an honorable way. When he was there last February, in company with a man named Barnes, getting the Indians to sign up some kind of papers, he again approached on the subject of dividing the reservation, as before stated, and wanted to know how I stood on the proposition. I again told him I did not think it practicable, and repeated to him again how he could get to log on the reservation. This is all that I remember in regard to the matter.

Q. Do you know anything about a paper being signed by the Indians on the occasion of Curran's last visit to the reservation in which the Indians petition to have Curran appointed to take charge of the logging and selling of their timber and attend to their logging matters?—A. I saw Curran getting the Indians to sign a paper, but I did not know what was in the paper until you read it and had it interpreted to the Indians in the council you held with them during this investigation.

Q. I will get you to state what the Indians said, on the occasion of this council, were their understanding of the purport of the paper they signed for Curran?—A. At this council the Indians through Chief Nawa-kweb stated that their understanding of this paper was, that Curran would look after their timber interest and see that they got better prices for it than they had been getting, and attend to locating their lands, and look after their interest in every way; and that he would not charge them anything for his service, and when any of the Indians wanted him to do so he buy their timber and give them good prices for it; that they did not understand that this paper was to give Curran control of their timber, as it is stated.

Q. Have you ever charged any of the Indians for surveying or running the lines of allotments upon which you have logged on said reservation?—A. No, sir. I have run these lines at my own expense by a good surveyor for my own protection.

Q. Could you or not have logged the timber as cheap with Indian labor as it is done by white labor?—A. No, sir. I think the difference in the cost would exhaust the stumpage I have paid for the timber.

Q. Who is most benefited by the employment of white labor to do the logging?—A. The Indians, as it enables contractors to guaranty a stumpage, which I would not do if I had to rely on Indian labor.

Q. Are the Indians financially able to cut and bank their own logs?—A. No, sir. They can not do so unless contractors make advance on the logs, and such advances have to be largely made to enable them to buy teams and camp outfit before any logs are cut; and no prudent business man will make such advances on the credit of the Indians as a class. There are a very few Indians to whom it would be safe to make small advances.

Q. How long have you been engaged in the logging business?—A. About twenty-one years.

Q. Are you acquainted with Mrs. Clara Allen, the teacher of the Indian school on the Lac du Flambeau Reservation?—A. I have known her by sight and reputation for about five years. When I first knew her she stopped for a while in Eau Claire, where I lived.

Q. What has been her reputation for chastity since you have known her, in the communities where she lived?—A. It has been bad. She bears the reputation of being a sporting or fast woman.

Q. Did she bear such a reputation when she lived or stopped in Eau Claire?—A. Yes, sir; she then went by the name of "Cad Lambert."

Q. From your observation what attention does she give to her duties as teacher aforesaid?—A. Very little; I think most of her time is spent in running around in the village and stores; I don't think she gives much attention to the school.

CHARLES H. HENRY.

TESTIMONY OF FRANK HOULE.

Testimony of FRANK HOULE, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 23, 1888, in the matter of investigating the affairs of La Pointe Agency, Wisconsin.

The witness, being duly sworn, states as follows (Eugene Danielson, interpreter):

That he is a Chippewa Indian and resides on the Fond du Lac Reservation, Minn.; that he is by appointment the agent or attorney in fact for Lesette Landrie; that Lesette Landrie has had an allotment of 80 acres of land made to her on the Fond du Lac Reservation; that during the past winter Patrick Hynes entered upon the land of the said Lesette Landrie and cut and removed therefrom 51,380 feet of timber without the knowledge or consent of affiant or Lesette Landrie; that in March last one E. L. Rose, who is book-keeper for said Hynes, came to affiant and told him that Hynes, by mistake, had cut 51,310 feet of timber on the land of said Lesette Landrie, and that said Rose asked and requested affiant to then sign a contract with Hynes for said timber, which he refused to do; that at the time Rose gave affiant a slip of paper showing that 51,310 feet had been cut on

the land of said Lesette Landrie by said Hynes; that the timber so cut was of good quality, and within one-half mile of Stony Creek, where it was banked, and that the timber is worth \$3.50 per thousand feet stumpage.

FRANK HOULE (his x mark).

Attest:

EUGENE DANIELSON.

TESTIMONY OF EDWARD HASKINS.

Testimony of EDWARD HASKINS, taken before United States Indian Inspector T. D. Marcum, at Ashland, Wis., May 9, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation?—A. My name is Edward Haskins; age, forty-two years; residence, Odanah, Bad River Reservation, Wis.; occupation, merchant and lumberman.

Q. Are you a member of the band of Chippewa Indians that reside on the Bad River Reservation?—A. Yes, sir.

Q. How long have you been engaged logging on said reservation?—A. I began in 1882, and have logged on the reservation each year since, except the logging season of 1884-'85. That season I was dealing in railroad ties on the reservation.

Q. What price was paid for timber banked on the reservation during the logging seasons of 1882-'83, 1883-'84, and 1884-'85?—A. The average price was from \$6 to \$6.50 per thousand feet the first year. In 1883-'84 the pine was about the same, and in 1884-'85 there was but little logging done on the reservation, and the price was about \$5.25 per thousand feet.

Q. What price was paid per thousand feet for the timber banked on the reservation during the logging seasons of 1885-'86, 1886-'87, and 1887-'88?—A. The price for the last three years has been \$6 per thousand feet on the bank. There has been a few cases where over \$6 was paid.

Q. Was the timber cut and banked by the Indians during the six years referred to, or did they sell for a stumpage?—A. The first year or two some of the Indians banked their timber, but those who did so came out in debt; and since then, while the contract stated so much per thousand for the timber banked, the Indian sold for a stumpage, and the buyer had the timber cut and banked.

Q. How much did the Indians get per thousand feet stumpage for their timber on said reservation?—A. The price has ranged from 50 cents per thousand to \$3, the 50 cents being paid for second-grade timber. This year the prices range from \$2 to \$3 per thousand feet stumpage; the prices paid this year are the highest ever paid on the reservation.

Q. How many logging camps did you have on the reservation this year?—A. There were four camps logging for me.

Q. How many men were employed in the four camps?—A. On an average about 140 men.

Q. Were the men employed in these camps Indians or white men?—A. I think about 50 were Indians, and the balance were white men.

Q. Were all the white men in these camps engaged as foremen, or teamsters, or as cooks?—A. No, sir. They were doing such work as directed to do by the foremen.

Q. Were you instructed by any one to give the preference to Indians in employing men to log on the reservation?—A. Yes, sir; and I said so.

Q. Can or not logging be done as cheap with Indian labor as it is done with white labor?—A. No, sir; logging can be done the cheapest with white labor, because Indians wont work regular like white men.

Q. Have the Indians who sold their timber at a stumpage price received more or less net for their timber than those who logged their timber for a bank price?—A. Those who sold for stumpage received the most net money for their timber. Most of those who logged their own timber came out in debt.

Q. Are the Indians who own pine on the reservation financially able to log the timber without assistance from the contractor?—A. No, sir.

Q. Do the Indians reside on the land that has been allotted them?—A. Those who have timbered land do not reside on it.

Q. What would be a fair price per thousand feet stumpage for the timber cut on the Bad River Reservation during the season of 1887-'88?—A. About \$2 per thousand feet.

Q. What would be a fair price per thousand feet for the timber cut and banked ready for driving during the past logging season?—A. Six dollars and fifty cents.

Q. Have you cut, or had cut, any timber on said reservation on unpatented lands, or on lands held in common by said Indians?—A. I have had timber cut that I bought on lands which have not been patented. The list was sent to Washington in the fall of 1886, and I was informed, or understood, that the list had been approved by the President. It has been reported to me that men in my employment cut 100,000 feet on the north $\frac{1}{2}$ SW. $\frac{1}{4}$ section 21, township 46, range 2 west, and said land is held in common. This is the only trespass that has been reported to me as committed by my men.

Q. Have you heretofore committed any trespass by cutting timber on other people's land, or on land held in common by the Indians, which you have not settled for?—A. Yes, sir; I have made other trespasses, but have settled for all of them, except for some timber cut in 1886-'87 on the land of Mrs. L. Denomie.

Q. Did you log on the reservation prior to the logging season of 1882-'83?—A. Yes, sir; I logged on the reservation in the winter of 1876-'77 and the winter of 1878-'79.

Q. Under what authority did you log on the reservation prior to 1882?—A. I began under arrangement made with the chiefs to log on land held in common. The agent stopped that kind of logging, and I then bought timber from Indians who had patents for the land and paid a stumpage of \$1 per thousand feet. In 1878-'79 I logged on my own land.

Q. Have you bought timber from any of the Indians on said reservation since 1882 in any way other than a fixed price per thousand feet on the bank or stumpage?—A. Yes, sir; in 1885-'86 I bought the timber on the land of an Indian named Moses Scott and paid him \$200 for all the timber on the land. We had a written agreement about it, and no Government contract was signed.

Q. Has there ever been a uniform price for scaling logs on the reservation?—A. No, sir.

Q. What has been the price for scaling logs on the reservation?—A. The price has varied, ranging from 12 cents to 30 cents per thousand feet; one-half the scaling is charged to the Indians.

Q. Are the final settlements between these Indians and contractors made in the presence of the agent in charge of the reservation?—A. No,

sir; we make our own settlements and only go to the agent when there are disagreements to be adjusted. The agency farmer is usually present. No agent has ever come to the reservation to look after the settlements at the close of the logging season.

Q. How many scalers did you have employed at your camps during the logging season of 1887-'88?—A. Four; one for each camp.

Q. How much timber did you put in during the season of 1887-'88?—A. About 12,000,000 feet.

Q. Did either of your scalers do any work besides scaling at the landings?—A. Yes, sir. I had two scalers from the time cutting began out in the camps until I began hauling. They each worked two months out in the camps before hauling began.

Q. How much were they paid each per month?—A. Seventy-five dollars per month.

Q. Was the money paid them for their work in the camps charged up to the Indians on the scaling account?—A. Yes, sir.

Q. What was the timber cut in 1883-'84 and 1884-'85 worth per thousand feet?—A. It was worth from \$3 to \$3.50 per thousand feet stumpage.

Q. What was the timber cut in 1883-'84 and 1884-'85 worth per thousand feet where banked on the reservation?—A. About \$6 per thousand.

Q. What is the timber worth per thousand feet that has been cut and banked on the reservation during the winter of 1887-'88?—A. About \$6 per thousand feet on the average; I have paid \$7 per thousand feet for some I bought.

EDWARD HASKINS.

Q. Is it the practice of contractors to begin logging on the reservation before their contracts are approved by the agent in charge of the reservation and the honorable Commissioner of Indian Affairs?—A. Yes, sir; that has been the practice since logging began in 1882.

Q. Have you at any time sold any of the timber you have logged or bought of Indians on the Bad River Reservation to the Superior Lumber Company of Ashland, Wis., or to any member of said company?—A. No, sir; I have sold such timber for three years past to D. A. Kennedy, who is superintendent of that company. The contracts have been made by Mr. Kennedy in his own name, and he has always settled with me for the logs, giving checks for money due me signed with his individual name.

Q. Do you know of any Indian pine cut on the Bad River Reservation being sold to the Superior Lumber Company, or any member thereof?—A. No, sir; and never heard of such sales.

Q. Has the Superior Lumber Company or any member thereof any interest, directly or indirectly, in the profits made or loss incurred in any of your logging operations on said reservation?—A. No, sir.

Q. Has Agent Gregory ever had any interest, directly or indirectly, in your logging operations on said reservation whereby he was to share in the profits or losses growing out of the purchase and sale of said logs?—A. No, sir; never.

Q. Have you ever paid or caused to be paid to Agent Gregory or any one for him any sum or sums of money for favors shown or privileges granted you as a trader and logger on said Bad River Reserve?—A. No, sir.

EDWARD HASKINS.

TESTIMONY OF THOMAS HASKINS.

Testimony of THOMAS HASKINS, taken before United States Indian Inspector T. D. Marcum, at Ashland, Wis., May 11, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness being duly sworn, deposes as follows :

Q. State your name, residence, and occupation.—A. Thomas Haskins; residence, Odanah, Bad River Reservation, Wis.; occupation, laborer.

Q. Do you belong to the band of Chippewa Indians that reside on the Bad River Reservation?—A. Yes, sir.

Q. Have you ever had any land allotted you on said reservation?—A. Yes, sir.

Q. Has any or all of the timber been cut on your allotment?—A. Yes, sir; I sold the timber to my uncle, Ed. Haskins, three years ago, and he cut over that year or over part of it, and I sold A. A. Maxim the balance of the timber last fall.

Q. What did Haskins pay you per thousand feet for the timber you sold him?—A. Two dollars per thousand feet stumpage.

Q. What did Maxim agree to pay you for the timber you sold him last fall?—A. Six dollars per thousand on the bank.

Q. Who cut and banked the timber?—A. Maxim.

Q. What were you to pay Maxim for banking the timber?—A. Four dollars per thousand feet.

Q. When and where did you make that contract with Maxim?—A. I did not make such a contract with him. There was no agreement what I was to pay for banking it.

Q. Was there any agreement between you and Maxim how much he was to pay you per thousand feet stumpage?—A. No, sir.

Q. Did you make and sign an agreement with Mr. Maxim to take the sum of \$250 for all the pine timber on your land?—A. Signed such a contract, and it was read and explained to me by the Government farmer, W. G. Walker, before I signed it.

Q. Was it before or after you signed the agreement to take \$250 for the timber as it stood on the land that you and Maxim signed the contract at the agent's office whereby Maxim was to pay \$6 per thousand for the timber on the bank?—A. Yes, sir.

Q. At the time you signed the contract at the agent's office specifying \$6 per thousand on the bank, did you understand that was the price you were to have, or was that contract signed to enable Maxim to pay you the balance of the \$250 specified in the former agreement you had signed?—A. I thought I would get \$2 per thousand feet stumpage. I did not understand that I was doing so to enable Maxim to pay me the balance of the \$250, as per former agreement.

Q. After you signed the agreement to sell Maxim all the timber on your land for \$250, did you make any other contract or agreement before signing the contract in the agent's office?—A. No, sir.

Q. Before signing the contract at the agent's office did you and Mr. Maxim make any contract or agreement different from the first contract you signed?—A. No, sir.

Q. State the circumstances connected with your signing the contract at the agent's office.—A. Mr. Maxim sent me word to come up, and I did so; I met him on the street, and he said he wanted me to sign the contract—the contract for my timber—and he would pay me the balance

of the money. We went to the agent's office and Frank Blatchford, the interpreter, read the contract and I signed, and Mr. Maxim paid me \$218.

Q. Was the contract read to you in the English or Chippewa language?—A. In both.

Q. You understand both languages, do you not?—A. Yes, sir.

Q. Did you tell Mr. Maxim before you signed the agreement to take \$250 for the timber that you did not want to sell by the 1,000 feet; that you wanted to sell it in the bulk and get all the money at one time so you could use it?—A. No, sir.

Q. Did you ever tell Mr. Maxim, in the presence of your father and brother Edward, that you would not sell stumpage; that you wanted to sell in the bulk, so you would know what you were getting on the timber?—A. I don't remember.

Q. When did you first go to the scaler to find out how much timber had been cut on your land?—A. Yesterday.

By Mr. MAXIM:

Q. If the timber cut at \$2 per thousand feet had come to less than \$250 would you have paid Maxim back the amount overpaid you?—A. There was no agreement or understanding of that kind. I don't know.

THOMAS HASKINS.

TESTIMONY OF EDWARD B. HASKINS.

Testimony of EDWARD B. HASKINS, taken before United States Indian Inspector T. D. Marcum at Ashland, Wis., May 12, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is Edward B. Haskins; age, twenty-one years; residence, Ashland, Wis.; occupation, day laborer.

Q. Are you a member of the Chippewa band of Indians that reside on the Bad River Indian Reservation?—A. Yes, sir.

Q. Have you had any land allotted you on said reservation?—A. Yes, sir; I have a patent for 80 acres on said reservation.

Q. Have you sold all or any of the pine timber on said land?—A. Yes, sir.

Q. To whom did you sell your timber?—A. I first sold to Edward Haskins, and he logged on my land two years ago; I don't remember how much he cut. He paid me a stumpage price of \$2 per thousand feet, and last fall I sold A. A. Maxim the balance of the timber on the land in the bulk for \$450 cash down.

Q. Did you sign a special contract with Maxim showing that you had sold him all the pine timber on said land for \$450?—A. Yes, sir; the special contract was written out by Government Farmer Walker at his house on the reservation, and I signed there.

Q. Who was present when you signed this special contract?—A. Mr. Walker, A. A. Maxim, my brother Thomas, and I.

Q. Did your brother Thomas sign a special contract on that occasion, by which he sold the timber on his land in the bulk to A. A. Maxim for \$250, or any other sum?—A. Yes, sir; brother Thomas told me he had sold his timber to Maxim for \$250, and I saw him sign the contract, which was also written by Mr. Walker.

Q. Had any timber been cut on his land before he sold his timber to Maxim?—A. Yes, sir; Ed. Haskins logged over his land the same year that he logged on mine.

Q. Did you and Thomas refuse to sell your timber to Maxim by thousand feet, and tell him you wanted to sell in the bulk for cash down?—A. I did; and Thomas told me that was the way he sold his.

Q. Was there an understanding between you and Maxim at the time you signed this special contract at Walker's that you would have to sign a regular Government contract before he could pay you the money on the timber?—A. Yes, sir; and I afterwards signed the Government contract, and he paid me the money. The Government contract read that he was to pay me \$6 per thousand feet on the bank.

ED. B. HASKINS.

TESTIMONY OF JOHN JIBAWAY.

Testimony of JOHN JIBAWAY, taken before United States Indian Inspector T. D. Marcum at Cloquet, Minn., April 27, 1888, in the matter of investigating the affairs at La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, and residence?—A. My name is John B. Jibaway; age, thirty years; residence, on the Fond du Lac Reservation, Minn.; occupation, engineer.

Q. Are you a member of the band of Chippewa Indians that reside on said reservation?—A. Yes, sir.

Q. Have you had any land allotted to you on said reservation?—A. Yes, sir; I got 80 acres in 1886, and on January 23 last I received a certificate from Special Agent Wall for an additional eighty.

Q. Did Special Agent Wall show you the land described in said certificate and point out the lines encompassing it?—A. No, sir.

Q. Have you sold the timber on either of the eighties allotted to you?—A. Yes, sir; I sold the timber on my first eighty* to Patrick Hynes, and it was logged during the winter of 1887-'88.

Q. What did Hynes pay you for the timber?—A. He contracted to pay me \$5 per thousand feet for it on the bank.

Q. Did you cut and bank any of the timber?—A. No, sir; Hynes had it all cut and banked.

Q. Did you contract with Hynes to cut and bank the timber for you?—A. No, sir; he did so without any contract or authority from me to do it. I told Hynes that I wanted to have my timber put in myself, and he told me he had authority from the Department through Agent Gregory to have all the timber cut and banked, and that he was going to do it. I told him if he did cut it he must do it according to contract and cut only three-fourths of the timber, reserving the other one-fourth as per contract, and I told him also that I wanted my lines run by Cook, the agency farmer, and that I would not pay to have it done by any one else.

Q. Who located your lines around the land cut upon?—A. I don't know; Hynes has me charged with \$10 for survey.

Q. How much of your timber was cut?—A. It was all cut clean, not a good tree left on the land. The scale report shows 545,600 feet cut.

Q. What did Hynes charge you for cutting and banking the timber?—A. I don't know.

Q. Do you know anything about E. L. Rose while agency farmer for this reservation being at the same time in the employment of Pat

Hynes as book-keeper?—A. Yes, sir; while he was agency farmer he was also book-keeper for Pat Hynes, and he devoted most all his time to Hynes's business.

Q. Was Hynes at that time buying logs from the Indians on the reservation?—A. Yes, sir.

Q. Did you ever have a conversation with E. L. Rose on the subject of making allotments to the Indians on this reservation? If so, state when and what he said.—A. Yes, sir. In February last I had a conversation with Rose, and he said he had some descriptions of land on the reservation that he could give to whom he pleased. That he had the power to give these lands to Indians whose applications had been rejected by the Indians in council.

Q. Did you ever hear Rose offer to sell to Indians descriptions of land for allotments on the reservation?—A. No, sir; but I have heard him tell Indians to buy descriptions of land from John Lennon, and that Hynes would contract for the timber on the land located by Lennon, and that those who bought claims from Lennon and contracted the timber to Hynes would get their patents.

Q. Did you at any time have a conversation with Agency Farmer Cook in regard to him going out on the reservation to look after the interests of the Indians?—A. Yes, sir. Last winter I wanted him to go out to see about the cutting of certain timber, and he said it was not his duty to do so, and he would not go unless the Indians paid him for doing so; that if they wanted him to go out for them they must pay him for his services.

Q. Did you ever have a conversation with John Lennon in regard to his duties on the reservation?—A. Yes, sir.

Q. State what he told you on that occasion.—A. He said he had authority given him by Agent Gregory to make any arrest on the reservation that he saw fit. He said, "I have authority to go on the reservation and arrest the old bastard son-of-a-bitch chief if I wanted to do so."

Q. Did you ever have a conversation with Agent Gregory in regard to James I. Coffey? If so, state what was said and when it occurred.—A. I did, in September last; Coffey and I were not on friendly terms, and Agent Gregory met me in Duluth, and said to me, "Now is your time to get even with Coffey. You find out a case of Coffey giving whisky to an Indian and write me a complaint against him and I will have him arrested and taken off of the reservation," adding that Coffey was a natural-born malcont[ent]ed person. I told the agent I would think the matter over, but I never made any complaints against Coffey, and had no occasion to do so truthfully.

Q. Did you ever hear any of the Indians complain to Agency Farmer Cook in regard to the bad conduct of Indians and white men on the reservation?—A. Yes, sir; I have, on several occasions, interpreted their complaints against white men and Indians to Cook while he was farmer.

Q. What did Cook do or say on such occasions?—A. He did nothing; and would tell them it was not his duty to look after such matters.

Q. Did Cook stay or reside on the reservation since he has been Government farmer?—A. No, sir; and none of his predecessors have done so; they have all lived in Cloquet, and paid but little attention to the reservation or what was done on it.

JOHN B. JIBAWAY,

Recalled May 1.

Q. Were you present at a council held by United States Indian Inspector Thomas, in September last, with part of the Fond du Lac band of Indians, for the purpose of investigating certain complaints made by said Indians in respect to logging operations on the Fond du Lac Reservation?—A. Yes, sir; I was.

Q. How long was Inspector Thomas engaged with said council and in hearing testimony in said investigation?—A. Less than two hours. He arrived at Cloquet, about 1½ miles from the Indian village, in the forenoon, and Agent Gregory had the farmer to notify the Indians to meet in council at the village at 2 o'clock; and a little after 2 o'clock Mr. Thomas, in company with Agent Gregory, James E. Page, and Gregory's interpreter, arrived at the village. The council was called to order as soon as he came; and he closed the investigation before 3.30 o'clock, and announced that he would leave here the next morning.

Q. Did you hear any of the Indians state to Inspector Thomas that the witnesses, by whom they could prove the charges made, were not present, and request him to remain one day longer and give them a chance to bring their witnesses?—A. Yes, sir; he said in reply that he would leave the next morning, that he had some special duties to attend to, and that he had heard all that he wanted to hear in the case; that it did not take him long to make up his mind what to do when he began an investigation.

Q. How much notice did the Indians have of the meeting called for this investigation?—A. I think about three hours. The notice was sent out by the agent, but most of the Indians did not know that an inspector was here until he came to the village to the council.

Q. Did you hear any of the Indians on that occasion request James I. Coffey, a member of the band, to make any statement to Inspector Thomas in respect to the matters to be investigated?—A. Yes, sir.

Q. Did Mr. Coffey do so?—A. No, sir. Mr. Coffey attempted to do so, but Inspector Thomas ordered him to sit down and shut up and would not let him talk. That evening, after Inspector Thomas came back to Cloquet, Mr. Coffey tried to have a talk with him, and the inspector told him he did not want to hear anything from him; that he knew his own business, and that if Coffey had anything to say to put it in black and white and send it to Washington, adding that Coffey's character was known in Washington and that his word was not worth the snap of his finger.

Q. Was the testimony taken at the council written down?—A. Yes, sir. Agent Gregory acted as clerk and wrote it down.

Q. Was the testimony read to the council when the investigation closed?—A. No, sir.

Q. How long was Inspector Thomas here on that occasion?—A. He came one forenoon and left the next morning.

Q. How far is it from Cloquet to the Indian village on the Fond du Lac Reserve?—A. About 1½ miles.

Q. What expression, if any, did the Indians who were present at that investigation make in regard to the manner it was conducted by Inspector Thomas?—A. They all pronounced it a farce, and after he left the village another council was held, and a committee appointed to come to Cloquet and ask Inspector Thomas to come back the next day and hear their witnesses, which they would have there by that time, but he refused to do so. He told the committee he was through and did not want to hear anything more.

JOHN B. JIBAWAY.

TESTIMONY OF JOHN KERR.

Testimony of JOHN KERR, taken at Cloquet, Minn., March 20, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is John Kerr; age, thirty-one years; residence, Duluth, Minn.; occupation, contractor on railroads and lumbering jobs.

Q. Are you now engaged in lumbering? If so, where and for whom?—A. Yes, sir; I am putting in logs on the Fond du Lac Indian Reservation, Minn. I have put in some logs for the C. N. Nelson Lumber Company, and some for Pat Hynes.

Q. How many feet of timber, board measure, have you banked on the above-mentioned reservation within the last six months?—A. Since the 10th of December last I think I have banked over 2,200,000 feet. I have not seen the scaler's report for the last two weeks.

Q. Did you contract to do the cutting and hauling of these logs?—A. Yes, sir.

Q. Did you employ Indian or white laborers to do the cutting and sawing of these logs?—A. I employed white labor altogether.

Q. With whom did you contract to bank these logs?—A. Pat Hynes, and the C. N. Nelson Lumber Company.

Q. When these contracts were made was any instructions given you as to the kind of labor you were to employ in doing this work?—A. No, sir.

Q. How many white men have you had employed in these logging contracts?—A. From 18 to 30 men.

Q. How much were you paid per thousand feet for banking these logs?—A. \$2.75 for some and some at \$3 per thousand.

Q. How many 80-acre tracts have you logged on since the 10th of December last?—A. Twelve 80-acre tracts and one 55-acre tract.

Q. Did you or not cut and haul all the merchantable pine timber that was on those tracts?—A. Yes, sir; all that I thought was merchantable, except some on one or two 80-acre tracts that I intended to cut, but have been stopped by an order from the honorable Commissioner of Indian Affairs.

Q. Were you instructed to cut all the merchantable pine timber on the different tracts where you logged?—A. Yes, sir; I was told to cut it clean.

Q. From whom did you receive these instructions?—A. From the different foremen for the C. N. Nelson Lumber Company and from Pat Hynes.

Q. Can you give me the names of the Indians who owned the land on which you have been logging?—A. No, sir; not all of them.

Q. On any of the tracts of land upon which you logged was any part of the merchantable pine timber set apart to be left or not to be cut?—A. No, sir.

Q. Has Agent Gregory or Agency Farmer Cook been on any of the tracts of land where you were engaged logging since you begun work last December?—A. If they have I don't remember the occasion.

Q. On what stream did you bank these logs?—A. On the banks of the St. Louis River.

Q. How far did you have to haul these logs?—A. A distance from one-fourth of a mile to a little over $1\frac{1}{2}$ miles, and a few thousand feet less than one-fourth of a mile.

Q. Do you know how much the Indians got per thousand feet stumpage for the timber you cut and hauled?—A. No, sir.

Q. What instructions did you receive as to size in diameter of the timber to be cut?—A. I was to cut all merchantable pine timber from 10 inches in diameter at the tip end and up.

Q. Give me the names of all the Indians you remember from whose land you cut and hauled timber as above stated?—A. Maggie Bungo, Delma Frezeau Kagin-Anushk, Auston La Fave, Julia Lemeaux, Eliza Martell, Angelie La Fave, Osage Keve, and two 80 acre tracts, Margret Blair and Josephine B. Frezeau.

Q. Have you been on any part of the Fond du Lac Reservation where logging had been done prior to this logging year?—A. Yes, sir; over a good deal of it.

Q. Was any of the merchantable pine timber left on the tracts of land where logging had been done previous to this year?—A. Very few trees, if any.

JOHN KERR.

TESTIMONY OF HENRY M. HEWETT.

Testimony of HENRY M. HEWETT, taken before United States Indian Inspector T. D. Marcum, at Lac Court Oreille Village, Lac Court Oreille Reservation, April 12, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Henry M. Hewett; age, twenty-eight years; residence, Hayward, Wis.; occupation, log scaler.

Q. Have you been employed on the Lac Court Oreille Reservation during the logging season of 1887-'88; if so, in what capacity?—A. Yes, sir; as Government scaler.

Q. By whom were you appointed or employed, and at what salary or compensation?—A. I was appointed by Agent Gregory, and I receive 10 cents per thousand feet for all the timber scaled on the reservation.

Q. Who fixed the price per thousand feet for scaling this timber?—A. I don't know. Scalers have got 10 cents per thousand feet for scaling on the reservation ever since they begun logging here, and Agent Gregory told me I would receive 10 cents per thousand feet for the timber scaled.

Q. How many feet of timber has been cut, banked, and scaled on the reservation this logging season?—A. Eighty-eight million four hundred and nineteen thousand six hundred and seventy feet.

Q. How many assistants did you have in scaling this timber?—A. Eighteen.

Q. How were they paid—by the month or by the 1,000 feet they scaled?—A. By the month.

Q. How much per month?—A. From \$50 to \$140.

Q. How many were paid \$140 per month?—A. One.

Q. How many were paid \$50 per month?—A. One.

Q. How much in the aggregate did you pay your assistants for scaling this timber?—A. Four thousand two hundred and sixty-eight dollars and eighty cents.

Q. Did any of these men do any work other than scaling logs as part of the service for which this money or any part of it was paid?—A. No, sir.

Q. What will you receive in the aggregate for scaling this timber at 10 cents per thousand feet?—A. Eight thousand eight hundred and forty-one dollars and ninety-six cents.

Q. When did you begin work as Government scaler on this reservation?—A. The scaling began about the 25th of November, but I had been engaged some time before that in hunting up and employing scalers.

Q. Were you engaged in any other business on the reservation this logging season other than Government scaler?—A. Yes, sir.

Q. What was it?—A. I had a contract to cut and bank some logs.

Q. How many feet did you cut and bank?—A. Four million five hundred thousand.

Q. Did you do any of the scaling?—A. No, sir; except occasionally to help a scaler who had got behind.

Q. How often did you visit the landing where your assistants were scaling logs?—A. Some of them I visited about once a month, some once a week, and others two and three times a week.

Q. Did you test the scale of the landing scalers every time you visited?—A. No, sir.

Q. How long have you been engaged logging and scaling timber?—A. About eleven years.

Q. Have you ever logged or scaled logs on the waters of the Chippewa or Lac Court Oreille Rivers off of this reservation?—A. Yes, sir.

Q. How does the timber cut and banked this year on the reservation compare in quality with the timber cut on the waters of these rivers off of the reservation?—A. They are on the average as good as the logs cut outside of the reservation that I have seen on the waters of these rivers.

Q. What would be a fair price per thousand feet for the logs that have been cut and banked on this reservation during this logging season of 1887-'88, on the bank at the different landings?—A. I don't know.

Q. What is it worth per one thousand feet to bank the logs now banked on this reservation?—A. On an average about \$3.60 per one thousand feet.

Q. Will you please give me a list of the names of your assistants, the price paid each per month, and the amount each was paid?—A. I hand you a list marked G G.

Q. Was all of the sum \$4,268.80 paid out for scaling at the landings?—A. No, sir; the sum of \$211 was paid to A. U. Havens for receiving the weekly reports from landing scalers and report the same to the traders and give Indians information as to amount scaled for them without their having to go to the landing scaler.

Q. How much will the incidental expenses incurred in legitimate expenditures to have the scaling done amount to?—A. I think about \$100.

H. M. HEWETT.

TESTIMONY OF PATRICK HYNES.

Testimony of PATRICK HYNES, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 30, 1888, in the matter of investigating the affairs of the La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows :

Q. State your name, age, residence, and occupation.—A. My name is Patrick Hynes; age, forty-one; residence, Eau Claire, Wis.; occupation, logger and contractor.

Q. How long have you been engaged in such occupation?—A. I have been engaged in the business about twenty-seven years, but only two years on the Fond du Lac Reservation.

Q. Describe, briefly, the manner of contracting with the Indians on the Fond du Lac Reservation, and means employed in carrying out such contracts with them.—A. My contracts with them for the year 1886-'87 was for \$5 per 1,000 feet. That year most of the Indians had their own timber banked. For the season of 1887 and 1888 I paid \$5 for the timber banked, and I had most of the timber cut and banked.

Q. Under what authority did you cut and bank the timber you purchased in 1887 and 1888 from the Indians on that reservation?—A. When I contracted with an Indian for his timber it was understood, except in a few cases, that I was to have their timber cut and banked for them as cheaply as I could, and the cost to none was to exceed \$3 per 1,000 feet. The most of the timber cost me \$3 to get it banked; the timber banked on the railroad cost me \$3.25 per 1,000 feet, but the Indians were only charged \$3 per 1,000 feet for it. In some cases I have had their timber banked for \$2.75 per 1,000 feet, and in one or two cases I have had it banked for \$2.50; the Indians in every case where it was logged for less than \$3 got the benefit of it.

Q. From your knowledge of the cost of logging on the reservation, and the manner in which Indians log, do you believe the Indians could have banked their own timber as cheap as you have had it done for them during the season of 1887-'88?—A. No, sir; I think on an average it would have cost them \$1 per 1,000 more than it has cost them under my management of it for them. It cost them more to bank their timber last year when their timber was nearer the streams than they paid for banking this year; this year has been a much harder logging season than it was in 1886-'87.

Q. What is a fair price per thousand feet for the timber cut on the Fond du Lac Reservation in 1887-'88, where banked at railroad or on driving streams?—A. Five dollars per 1,000 feet.

Q. What would be a fair price, per 1,000 feet stumpage, for the timber cut on said reservation in winter of 1887-'88?—A. Two dollars per 1,000 feet. I can buy the same quality of timber on the west side of the reservation, just as handy to a good driving stream, for that price.

Q. Did the Indians, or any of them, come to you to contract prior to receiving their allotments? And state whether or not you contracted with them prior to that time.—A. Yes, sir; I think I have contracted with some of them prior to that time.

Q. Did you have anything to do with, or interest in, the surveying, locating, or allotting of these lands to or for the Indians at any time, either before or after contracting with them? If so, state what.—A. No, sir.

Q. Did you have anything to do with it, directly or indirectly, or interest in contracts between John Lennon and the Indians, or any of them, whereby a charge was created against the Indians in favor of said Lennon or any other person, for locating, surveying, or allotting lands to or for the Indians?—A. No, sir; and when I heard that John Lennon was charging them such prices I pronounced it an outrage and objected to it.

Q. Did you cut any timber on lands covered by allotment certificates issued in January last to Indians of the Fond du Lac band by Special Agent Wall?—A. Yes, I did.

Q. Under what authority did you do so?—A. Agent Gregory informed me that when they got their certificates from the special agent that

they had a right to sell their timber, and on that authority I bought, cut, and banked it for them.

Q. How does the contract price agreed upon between you and the Indians of this reservation agree with the actual values of pine timber cut thereon, taking into consideration the necessary cost and expense of labor from the stumpage to the delivery of logs in the boom?—A. The price I have paid them is all the timber was worth where banked, considering the market value of timber in this locality.

Q. Was P. J. Bowlin in your employment while he was on the Fond du Lac Reservation?—A. He was from some time in January, 1888. Prior to that time he was not.

Q. What relation, if any, is Bowlin to you?—A. First cousin.

Q. Did you ever state before a council or assembly of Indians on the Fond du Lac Reservation that you were the only person licensed by the Government to buy their timber?—A. No, sir.

Q. Did you ever state to them that you were the only person that had a right to buy their timber?—A. Do not know that I ever said so. Do not remember of making such a statement.

Q. During the logging season of 1887-'88 did you cut or have cut any timber on the Fond du Lac Reservation on land not covered by a patent from the Government or a certificate issued by Special Agent Wall?—A. There is one piece that was cut by a Mr. Sullivan, through a mistake. It amounted to about 50,000 feet. It was on Joe Laundry's land. My understanding was that he had a patent, from the fact that he himself had cut there the year before. I remember nothing more.

Q. Did you not cut timber that was credited to George W. Price and Jennie E. Price, and deliver it at the Northern Pacific Railroad?—A. I know I contracted with them, but did not know it was credited to them. I find upon looking at my books that some was cut for them, and all I know about it is what I find on my books.

Q. Were you present at a council held by Inspector Thomas last September, with a part of the Indians on the Fond du Lac Reserve, for the purpose of investigating certain complaints made by the Indians in respect to logging operations on said reservation?—A. Yes, sir.

Q. How long was Inspector Thomas making said investigation?—A. I do not know how long he was there. I remember that he came here one day on the train from 9 to 10 o'clock in the forenoon, and went away the next morning. I do not know whether he began before or after dinner, but I think he began after dinner, and quit late or closed up late in the evening.

Q. Was the testimony taken in that investigation written down? If so, by whom?—A. Yes, sir. Thomas asked the questions and Agent Gregory wrote it down.

Q. Did you hear the Indians request Mr. Thomas to remain over and take the testimony of some Indians whom they would have here the next day?—A. No, sir.

Q. Did Inspector Thomas on that occasion refuse to let James I. Coffey interpret or make any statement in respect to matters under investigation and matters being investigated, or refuse to let Coffey propound questions to the witnesses?—A. Mr. Thomas told Coffey to not try to prompt any witness, as there was an interpreter there, and that after the witness got through he could make any statement he wanted to. He refused to let him ask the witnesses questions when they were on the stand.

Q. Do you remember, whether on more than one occasion, when Coffey attempted to make statements, or attempted to propound questions

to witnesses, that he was stopped by Inspector Thomas and told that when he wanted to hear from him he would let him know it?—A. No, sir; I was not there all the time.

Q. Did you make any advances on contracts made with May Rabideau, Charles Frazeau, Maggie Osaugie, Delma Frazeau, and Angelick St. John, prior to January 23, 1888?—A. Yes, sir.

Q. How much was advanced to each one?—A. To Mary Rabadeau, \$634.03; Charles Frazeau, \$310.99; Maggie Osaugie, \$136.29; Delmer Frazeau, \$630.77; to Angelick St. John, \$132.25.

Q. Was any of the timber cut on these contracts prior to January 23, 1888?—A. Yes; over \$1,600 worth was cut on Angelick St. John's land in December.

Q. At the time the St. John timber was cut, did she hold a patent for the land from the Government or a certificate therefor from any special allotment agent?—A. Not to my knowledge.

Q. Do you or not know that the land on which this cutting was done for St. John was given to Mary Blair by a certificate from Special Agent Wall?—A. I understood that Wall gave Mary Blair a certificate in January.

Q. Did you cut or have you cut any timber on the claim of Joe Robadeau, a minor?—A. I find from the scale report that 55,900 feet was cut, but it was not cut at my order.

Q. Did you cut or have cut any timber on the lands allotted by Special Agent Wall last January to minor children?—A. Some cutting was done on the land of minor children, whom I understood had received certificates from Special Agent Wall.

Q. Did you have contracts for the timber cut on the lands of these minor children?—A. There is only one contract of that kind that I know about, and that was with the Defoe minor, but I think contracts were made with Mrs. Drew for her children.

Q. How many contracts did you make with the Fond du Lac Indians for the season of 1887-'88 for timber?—A. In all 167; in some instances, two with one Indian, all aggregating 167. Cutting was done on only 123 of the contracts.

Q. Where are the contracts you made with the Indians of the Fond du Lac Reservation for the cutting of timber for 1887-'88?—A. I sent them to Agent Gregory, at Ashland, Wis.

Q. Will you furnish me a list of these contracts?—A. Yes, sir; and in answer to your question I have filed with you two lists, one showing contracts operated on and one showing those not acted on or cut on; the list showing contracts cut on is marked "cut," and the other list where cutting has not been done is marked "not cut."

Q. I will ask you if you have cut any timber during last season credited to Rena Danielson?—A. Yes, sir.

Q. Do you know whether or not she is a minor?—A. I do not.

Q. Did you cut any timber for Henry La Prairie, son of Louis La Prairie?—A. Yes, sir.

Q. Is he a minor?—A. From my information he is.

Q. Did you cut any timber for Maggie De Mar?—A. Yes, sir.

Q. Is she or not a minor?—A. I think she is.

Q. I see that you have reported 57,310 feet of timber cut on south-east $\frac{1}{4}$ of southwest $\frac{1}{4}$ section 6, township 50, range 18; will you explain why that timber was cut and who it belongs to?—A. I do not know why it was cut, nor who it belongs to.

Q. Was there any agreement between you and Agent Gregory under which John McMahn, the Government scaler on the reservation, was

to have nothing to do with the timber cut and banked on the Northern Pacific Railroad?—A. I do not remember of any agreement of that kind, but I do remember the surveyor-general told me that Agent Gregory had authorized him to inspect the scale of timber hauled from the reservation to the Northern Pacific Railroad.

Q. How much timber did you cut on the reservation during the season of 1887-'88, that you have shipped over the Northern Pacific Railroad to Superior City, Wis.?—A. Two million eight hundred and eleven thousand five hundred feet.

Q. Did you ship any other timber cut on the reservation this year by rail to any other place?—A. No, sir.

Q. Have you shipped this year any timber to Superior City, Wis., except what you cut on the Fond du Lac Reservation?—A. No, sir.

Q. Have you a partner in your operation on the Fond du Lac Reservation?—A. No, sir.

Q. Is there any agreement or understanding between you and Agent Gregory or any one for him by or under which said Gregory or any one for him is to receive any part or portion of the profits made on the timber you have at any time purchased of the Indians on the Fond du Lac Reservation?—A. No, sir.

Q. Have you ever paid or agreed to pay Agent Gregory or any one for him any sum or sums of money for privileges granted or favors shown you as a contractor for the Indian pine on the Fond du Lac Reservation?—A. No, sir.

Q. Since you began logging on said reservation, have you made presents of money or other things of value to Agent Gregory?—A. I have made him a present of a box of cigars, nothing more.

Q. Did you ever ask or solicit Father Dugal, the Catholic priest, to write a letter to Washington requesting that James I. Coffey, an Indian of the Fond du Lac band, be removed from the reservation, or have any conversation with him on that subject?—A. No, sir.

Q. Did you have E. L. Rose employed as your book-keeper in your logging business with the Indians on the Fond du Lac Reservation while said Rose was holding the office of farmer on said reservation?—A. Yes, sir.

Q. State when and how Joe Budroe, a white man, became indebted to you in the sum of \$401 for which his wife, Cecele Machael an Indian, has signed an agreement to become responsible for said debt.—A. Budroe was running a logging camp for me in the season of 1886-'87, and run behind in his accounts in the amount that she agreed to become responsible for.

Q. Were you present when that agreement was signed?—A. No, sir.

Q. Did you ever ask her to pay the debt that Budroe had contracted?—A. She came to me and wanted some money, and said that when her timber was cut she would pay all of Budroe's debts.

Q. Did you at any time instruct Mr. Rose, your book-keeper, to have Mrs. Machael sign an agreement to pay her husband's debts?—A. Do not remember of ever instructing him.

Q. What arrangement, if any, did Joseph De Foe and Susan De Foe make with you under which you were to furnish to Frank De Foe money and supplies to log their timber?—A. They gave contracts, both of them, that they would be responsible for the money and supplies furnished him while logging their timber.

Q. When were these contracts made and signed?—A. There was but one contract made and signed. This one is dated November 2, 1887, and signed by both of them, as appears from the contract.

Q. Did Catherine Lord sign a contract to be responsible to you for money and supplies furnished Frank De Foe while logging her timber?—A. The contract was signed by her, by her brother, John Osaugie, and is dated November 26, 1887. These contracts were drawn up by my book-keeper, Mr. Rose.

Q. Have you any further statements that you wish to make?—A. Nothing more than this, that in all my dealings with the Indians I have treated them honestly and honorably so far as was in my power. Any mistakes that have been made were not intentional wrongs, and I am ready and willing to correct any such as my attention may be called to them and I satisfied that they warrant correction.

Q. Has it been the practice of this reservation to cut all the timber on an allotment if it was not objected to by the Indians?—A. Yes, sir
PATRICK HYNES.

Report of lumber cut by P. Hynes on Indian reservation, winter of 1887-'88, and amounts paid to different persons on account of same.

CLOQUETTE, MINN., April 26, 1888.

Name.	Timber cut.	Credit.	To merchandise and cash paid.
	<i>Feet.</i>		
Anamassin, Peter.....	297, 550	\$1, 487. 75	\$1, 487. 70
Ba Sha Uri Kwe.....	89, 620	448. 10	430. 84
Bungo, Maggie.....	205, 530	1, 027. 65	1, 014. 78
Coburn, Joe.....	311, 890	1, 559. 95	1, 615. 04
Cadotte, Levi.....	211, 140	1, 055. 70	875. 48
Cadotte, Chas., jr.....	63, 900	314. 50	313. 25
Chatlin, James.....	150, 550	752. 75	752. 75
Cadotte, Chas., sr.....	342, 440	1, 712. 20	1, 068. 83
Cadotte, Annie.....	101, 300	506. 50	418. 96
Conture, Antoine.....	508, 130	2, 540. 65	2, 468. 60
Clark, Adelaide.....	445, 460	2, 227. 30	1, 405. 17
Conture, Marceline.....	609, 340	3, 046. 70	2, 837. 72
Cadotte, Frank.....	517, 960	2, 589. 80	1, 496. 05
Cadotte, Benj.....	212, 650	1, 063. 25	681. 48
Cadotte, Charlotte.....	415, 560	2, 077. 80	2, 077. 80
Church, Susan.....	363, 500	1, 817. 50	1, 817. 50
Cadotte, Julius.....	805, 840	1, 529. 20	1, 524. 16
Challin, Louis.....	67, 040	335. 20	373. 18
Church, Lizzie.....	190, 450	952. 25	1, 004. 47
Coffey, William.....	304, 890	1, 524. 45	1, 378. 57
Cadotte, Joseph.....	305, 860	1, 529. 30	1, 343. 64
DeFauld, Jasette.....	238, 460	1, 192. 30	899. 05
Dubrey, Susan.....	327, 540	1, 637. 70	1, 190. 23
Dubrey, Kate.....	154, 770	773. 85	773. 85
Daneelson, Eugene.....	220, 340	1, 110. 70	1, 110. 70
DeFoe, Joseph.....	517, 790	2, 588. 95	2, 096. 07
DeFoe, Susan.....	274, 150	1, 370. 75	1, 177. 31
DeFoe, P. J.....	508, 290	2, 541. 45	2, 129. 74
Drew, Mary.....	730, 500	3, 652. 50	3, 920. 76
DeFoe, Cecine.....	120, 150	600. 75	371. 45
Drew, Frank, jr.....	283, 270	1, 416. 35	868. 97
Drew, Charles E.....	75, 150	375. 75	234. 31
Dantelson, Rena.....	52, 930	264. 65	166. 44
DeFoe, Frank.....	400, 340	501. 70	1, 595. 88
DeFauld, Julia.....	117, 140	228. 43	228. 43
Fregeau, Debnar.....	563, 560	2, 817. 80	2, 266. 72
Fregeau, Mary E.....	472, 460	2, 362. 30	2, 003. 15
Fregeau, Charles.....	302, 860	1, 514. 30	1, 234. 71
Fregeau, Emma.....	765, 590	3, 827. 95	3, 084. 41
Gauge, Nancy.....	114, 180	570. 90	483. 25
Gauge, Tressie.....	453, 780	2, 268. 90	1, 684. 02
Hault, James, jr.....	596, 910	2, 984. 55	2, 925. 15
Jibaway, John.....	545, 600	2, 728. 00	2, 651. 75
Kagwawishki.....	463, 510	2, 317. 55	2, 014. 99
Kitchosokamick.....	183, 820	919. 10	919. 10
Lemieux, Julia.....	82, 840	414. 20	415. 06
Laundry, Josette.....	18, 590	92. 95	131. 69
Lord, Charles, jr.....	152, 830	764. 16	652. 14
Lemieux, Peter.....	571, 640	2, 858. 20	1, 849. 71
Lemieux, Frank.....	397, 270	1, 986. 35	1, 475. 92
Levearge, Joe.....	261, 390	1, 306. 95	922. 97
Lord, Catharine.....	313, 780	1, 568. 90	1, 032. 40
LaFan, Josette.....	320, 200	1, 601. 00	1, 601. 00
Laundre, Joseph.....	397, 480	1, 987. 40	1, 710. 43

CHIPPEWA TIMBER CONTRACTS.

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Report of lumber cut by P. Hynes on Indian reservation, etc.—Continued.

Name.	Timber cut.	Credit.	To merchandise and cash paid.
	<i>Fleet.</i>		
Lord, Philomen.....	236, 140	\$1, 180 70	\$803. 60
Lord, Leo.....	328, 700	1, 643. 50	1, 337. 02
LaFau, Angeliqne.....	595, 000	1, 975. 00	2, 545. 35
Laundrie, Eustache.....	286, 400	1, 432. 00	1, 306. 58
LeFave, Joe.....	416, 370	2, 081. 85	1, 545. 98
Laundre, Alex.....	51, 380	256. 90	175. 08
Martin, Charlotte.....	73, 700	368. 50	289. 78
Martell, Eliza.....	312, 040	1, 560. 20	1, 157. 38
Mitchell, Cecelia.....	269, 350	1, 346. 75	1, 359. 49
Martell, Mary.....	382, 570	1, 912. 85	1, 266. 84
Manetaghishig, Susan.....	207, 750	1, 038. 75	1, 021. 65
Maxarty, John.....	448, 460	2, 242. 30	2, 242. 30
Martell, Hattie.....	272, 590	1, 362. 95	1, 362. 95
Montray, Frank.....	136, 630	683. 15	583. 77
Marteneau, Isabelle.....	212, 480	1, 062. 40	877. 85
Make e de ni go kwe.....	87, 160	335. 80	380. 92
Martineau, Maggie.....	400, 530	2, 002. 65	1, 479. 61
Martin, Joe.....	94, 120	470. 60	874. 60
Morissette, Peter.....	522, 430	2, 612. 15	2, 062. 40
Martell, Margaret.....	188, 060	940. 30	693. 58
Martell, Antoine.....	55, 420	277. 10	165. 18
Mitchell, Edward.....	87, 580	437. 90	437. 90
Morissette, Peter C.....	241, 770	1, 208. 85	946. 50
Martell, Matilda.....	71, 860	359. 30	229. 17
Hatawashie.....	323, 380	1, 616. 90	1, 365. 81
Haganab, Louisa.....	492, 940	2, 464. 70	2, 008. 51
Haganab, Joe.....	90, 520	4, 452. 60	4, 036. 55
Haganab, Virginia.....	402, 640	2, 113. 20	2, 103. 72
Haganab, Lizzie.....	225, 310	1, 126. 55	1, 126. 55
Haganab Sophia A.....	70, 490	352. 45	745. 65
Osawak.....	95, 850	479. 25	399. 34
Petite, Peter.....	28, 320	141. 60	232. 37
Pasey, Joe.....	302, 870	1, 514. 36	1, 697. 24
Papio, Joe.....	367, 560	1, 837. 80	1, 810. 35
Queseance, Mary.....	459, 140	2, 250. 70	1, 679. 24
Rabidue, Edward.....	187, 600	938. 00	938. 00
Rabidue, Mary.....	607, 600	3, 038. 00	2, 707. 20
Raussian, Frank.....	385, 640	1, 928. 29	1, 620. 24
Ruttie, William.....	508, 600	2, 543. 00	2, 427. 67
Ruttie, Mary.....	227, 780	1, 138. 90	846. 82
Ruttie, David.....	1, 071, 500	5, 357. 50	5, 121. 04
Rabidue, Joe.....	55, 900	279. 50	175. 50
Ruttie, Jacob.....	677, 490	3, 387. 45	3, 973. 41
Syke, Maggie.....	85, 770	478. 85	512. 35
Scott, Eliza.....	123, 700	618. 50	618. 50
St. John, Angeliqne.....	364, 720	1, 823. 60	1, 254. 95
Smith, Edward.....	467, 330	2, 336. 65	1, 890. 80
Shaf Way Way.....	402, 350	2, 011. 75	1, 641. 03
St. John, Joe.....	394, 630	1, 973. 15	1, 368. 42
Simon, M. A.....	466, 130	2, 330. 65	1, 745. 77
Scharette, Joe, sr.....	209, 750	1, 048. 75	1, 029. 87
Smith, Joe.....	419, 850	2, 099. 25	1, 864. 35
Skye, Sarah.....	21, 570	107. 85	65. 79
Skye, Annie.....	53, 640	268. 20	163. 60
Wah Mi Gwin, John.....	204, 040	1, 020. 20	1, 001. 00
Wimbisho, Louisa.....	375, 900	1, 879. 50	1, 886. 25

Logs put in on Northern Pacific R. R.

Dubroy, Mary.....	589, 310	2, 946. 55	2, 567. 65
La Prairie, Henry.....	144, 850	724. 25	497. 51
Whitebird, Louis, deceased, or Mary Petite.....	70, 360	351. 80	351. 80
Dubrey, Lizzie.....	405, 350	2, 026. 75	2, 019. 66
Scott, Emma.....	296, 260	1, 451. 30	1, 171. 10
Scott, Eliza.....	315, 380	1, 576. 90	1, 550. 56
Cadotte, Julius.....	31, 290	156. 45	151. 41
Donaldson, Eugene.....	75, 630	378. 15	378. 15
Price, Jennie E.....	85, 090	175. 45	132. 24
Petite, Angeliqne.....	74, 760	373. 80	298. 39
Martelle, Hattie.....	226, 470	1, 132. 35	891. 83
Gouge, Elizabeth.....	367, 000	1, 835. 00	1, 562. 68
Gurhoe, Nancy.....	82, 330	411. 65	601. 09
Price, G. W.....	32, 610	163. 05	134. 62
Revoie, Charles.....	23, 630	118. 15	107. 19
De Mar, Maggie.....	4, 710	23. 55	14. 39

TESTIMONY OF DANIEL DEVINE.

Testimony of DANIEL DEVINE, taken before United States Indian Inspector T. D. Marcum on Lac du Flambeau Reservation, Wis., March 28, 1888, in the matter of investigating the affairs of La Pointe Indian Agency, Wis.

The witness, being duly sworn, deposeth as follows :

Q. State your name, age, residence, and occupation.—A. My name is Daniel Devine; age, fifty years; residence, on Lac du Flambeau Reservation; and am in the employment of Henry & Leonard, who are logging on the reservation.

Q. Are you acquainted with Joseph Allen, who resides on this reservation?—A. I have known him since the summer of 1886.

Q. Are you married or single?—A. I am married to a Chippewa Indian woman.

Q. Did you ever have a conversation with Joseph Allen in respect to your wife taking an allotment of land on this reservation?—A. Yes, sir.

Q. When and where did the conversation occur, and what was said on the subject?—A. It occurred some time during the summer of 1886, in and near the building now occupied by A. M. Sherman as a store. It was the first time I ever met Mr. Allen. He told me he was the Government farmer for this reservation; that he had taken the place of Thomas Cadden. He said the Indians were about taking up land, and that I had better locate a claim for my wife. I told him I did not want to proceed in the matter; that I would see to it as soon as I got home; that I would talk to my wife and her father about it. He then exhibited me a book on which were estimates of timber on some claims which could be got, and I made a memorandum of some of them on my day-book and told him if my people concluded to take any of them I would let him know, and he said he would hold these claims for me as long as he could. Subsequently I came and brought my wife and family and saw Mr. Allen, and told him I had come over to look at some of the land and he said his books had been sent to Ashland, Wis., for correction; that the agent had sent for them. After this I made a selection for my wife and her father of land lying on the Flambeau River and sent the description of the land in a letter by an Indian to Mr. Allen. During the following winter Mr. Allen sent me word to come and see him, but I could not do so at the time and did not see him until the following summer, and when I came he again told me the books were at Ashland, and also informed me that the claims I had previously selected on the river were gone. I think he said one had been taken by Joe Scott and the other by O-ge-ma-gi-jig or some of his family. I wanted to make another selection, but he said I could not do so then, as the books were in Ashland. I afterward gave Mr. Allen minutes on two claims in section 1, township 41, range 5 east. He said he was going to Ashland that day, and he would see that they were put on the list. In the fall of 1887 I found out that my wife's claim and the one for her father which Allen was to put on the list were not on the list and I went to see Allen about it, and he said that he had lost the minutes I gave him. After this I had nothing more to do with Mr. Allen in reference to taking a claim for my wife or her father.

Q. During the time you were trying to locate your wife's claim with Mr. Allen did you understand and believe he was the Government

farmer for the Indians of this reservation?—A. Yes, sir; and never knew anything to the contrary until I was told during the past winter by A. M. Sherman that Allen was not farmer, but was in his (Sherman's) employment at \$75 per month.

Q. Prior to the time Mr. Sherman told you this had you talked with Mr. Allen about locating a claim for your wife's sister?—A. Yes, sir.

Q. State what conversation you had with him about locating her claim.—A. When I had the last conversation with him last summer about locating claims for my wife and her father I spoke of selecting a claim for my wife's sister, and Mr. Allen told me that she had already got a claim and said that Arthur Coleman had located it for her. I inquired about the claim and if it was worth anything. Allen said he did not know where it was. Coleman came and showed it to me on the plat of the reservation. I told Allen that I had intended to select my sister-in-law's claim along with my wife's. After Coleman showed me the claim and said it was a good one I said, "Let her have it."

Q. Did your wife's sister get the claim Coleman had located for?—A. No, sir.

Q. Do you know why she did not get it?—A. I do not. When I went to Coleman about it he said he did not know that she had lost it. Mr. Allen told me that none of my family had got a claim.

Q. What is the name of your sister-in-law heretofore referred to?—A. Jum-ji-gi-go-kwe.

Q. After her claim was located as above stated did she contract the pine timber thereon, or any part of it, to any one; if so, to whom?—A. She told me she had contracted the timber on her claim to Captain Henry.

Q. Did she tell you this before or after Allen told you that none of your family had got a claim?—A. She told me so before Allen told me we had no claims.

Q. Where was the land selected for her by Coleman located?—A. In section 24, township 41, range 4 east, and I think it was the south half of southwest quarter.

Q. Have you made another selection for wife on this reservation?—A. Yes, sir; and gave Mr. Edwards, the agency farmer, a description of the selection. I also made a selection for my sister-in-law, which I gave to Edwards, since when he told me that the selection made for her had been taken and no other selection has since been made for her.

Q. At any of the conversations you had with Mr. Allen on the subject of locating land for your wife was anything said by him in regard to selling the timber thereon?—A. No, sir.

Q. Did the claims you first selected for your wife and her father adjoin each other?—A. No, sir; I think one was in section 24 and the other in 27, township 41, range 4 east.

Q. Who, if any one, was present at the first conversation you had with Mr. Allen on the subject of taking a claim for your wife?—A. No one that I remember.

Q. Did you ever tell Mr. Allen that you were glad that the claims selected in section 1 were not sent in and give him any reasons therefor?—A. No, sir.

Q. Did you ever make such a statement to any one?—A. No, sir.

(Examination continued by inspector March 31.)

Q. When did you file the transcript of entries last made for your wife and two daughters, and with whom did you file said transcripts?—A. They were filed with Mr. Edwards, the Government farmer for this reservation, about the 19th of February last.

Q. Were any objections made by any one at the time to your entries upon the land described in the transcript filed?—A. None that I heard. Subsequently I was informed by Fred. Leonard that Farmer Edwards had said he did not think I would get the land, but that he (Edwards) had written to the agent to decide the matter. That evening I met the farmer, Mr. Edwards, and he said to me my claims were all right, and I asked him how he had found out they were all right, and he said, "They have consented to let you have them;" and I asked him "who," and he said "Allen & Cook." I replied, "To hell with Allen & Cook; what have they got to do with the matter?" and this ended the conversation.

Q. Have all the Indians of the band residing on the Lac du Flambeau Reservation who are entitled to land in severalty taken allotments on said reservation?—A. No, sir; I don't think that over three-fourths of them have filed on claims.

Q. Have any of the Indians on this reservation who have had 80 acres of timber land allotted to them filed transcripts of entry for an allotment of an additional 80 acres of timbered land on said reservation?—A. I know of some such cases, and I understand a great many have done so.

Q. Is there enough good timbered land on this reservation to give to each Indian on said reservation the amount of land he or she is entitled to?—A. I think not.

Q. If the entries that you understand are being made for additional allotments by those who have heretofore had land allotted them should be approved, would enough good timbered land be left unappropriated on said reservation to give those who have had no allotments the 40 and 80 acre allotments they are entitled to?—A. No, sir.

Q. Were you present at any council held by the Indians of this reservation for the purpose of making known their objections to the second allotments to members of the band until each Indian entitled thereto had received an allotment of timbered lands?—A. I was not present at the council when the matter was agreed upon, but I was present when a council was held with Agency Farmer Edwards and the proceedings of the former council made known to him, which in effect was that no Indian was to have a second allotment until all the members of the band entitled to land had received an allotment, and the council furnished the farmer with a list containing the names of those to whom land had been allotted, and instructed Mr. Edwards not to give an allotment to any Indian whose name was on the list furnished him until allotments were made to all the Indians who had received no land. The council with Mr. Edwards was held in February last.

Q. Were all the chiefs of the band present at the council with Agency Farmer Edwards?—A. Yes, sir.

DANIEL DEVINE.

TESTIMONY OF STEPHEN C. EDWARDS.

Testimony of STEPHEN C. EDWARDS, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wisconsin, March 28, 1888, in the matter of investigating the affairs of La Pointe Indian Agency, Wis.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Stephen C. Edwards; age, forty-seven years; residence, Eau Claire, Wis.;

occupation, additional farmer for Chippewa Indians, on Lac du Flambeau Reservation.

Q. When and by whom were you appointed agency farmer?—A. I was appointed December 17, 1887, by the Commissioner of Indian Affairs, and entered upon my official duties the 1st day of January, 1888.

Q. What are your official duties, and how have you been employed since January 1, 1888?—A. I don't know what my official duties are and have not performed any official duties. My instructions from the Indian Office was to report for duty to Agent Gregory, and I did so, and the agent give me no instructions, but said he thought I would have no trouble. He said he would send me a book with a correct description of the land on the reservation, with orders what to do with the book.

Q. Did the agent send you the book referred to; if so, what instructions, if any, did you receive with it?—A. He sent me the book, but the day it came I left the reservation on a leave of absence to go to Eau Claire, and I went by way of Ashland. While in Ashland the agent told me to enter the description of land taken by the Indians on the book he had sent me according to the dates they were received, and that is all the instructions he has given me.

Q. Have you performed no official acts or duties since you came to the reservation and reported for duty?—A. Nothing, only signing official certificates to contracts made by the loggers and Indians.

Q. From whom did you get the leave of absence heretofore spoken of?—A. Agent Gregory.

Q. How many logging contracts between the Indians and contractors have you signed in your official capacity since you came to the reservation?—A. I think I have signed all the contracts made by A. M. Sherman and Joseph Allen, and by C. H. Henry.

Q. Examine the certificate at the bottom of the contract which I hand you, marked A, and tell me if that is the kind of a certificate you signed officially on the contracts above mentioned?—A. Yes, sir; it is the same.

Q. Did you before signing said certificates read and explain or cause to be read and explained to the Indians, in your presence, the conditions and requirements of the contract purporting to have been signed by them?—A. No, sir.

Q. Were the Indians present when you officially signed the certificates on these alleged contracts?—A. No, sir.

Q. Are the statements made in these certificates over your official signature true or false?—A. They are false; none of the contracts were read to the Indians in my presence, nor none signed by them in my presence.

Q. Why did you make and sign these false certificates?—A. I asked Agent Gregory if I should sign these certificates to the contract. He replied, "It did not make much difference," but said they were all right, and it would be well enough for me to sign them, and said so.

Q. Where did this conversation occur between you and Agent Gregory?—A. In the agent's office at Ashland, Wis.

Q. Did you have the contracts there at the time the agent said they were all right and it would be well enough for you to sign them?—A. No, sir.

Q. Is the signing of these contracts all the official duties you have performed since you came to the reservation?—A. Yes, sir.

Q. How long were you employed signing the certificates on these contracts?—A. Only a short time; the certificates were all filled out, ready for my signature.

Q. Have you at any time been out in the logging camps to see if the instructions of the Department were being observed by loggers on the reservation?—A. I have been out to most of the camps. I went out to them as a matter of curiosity, but not to see whether instructions were being observed, for I did not know what they were.

(Examination continued March 29, by the inspector.)

Q. When, if at all, did you notify the contractors on this reservation to stop cutting timber?—A. I notified all except Captain Henry on Saturday evening, the 24th instant, and I notified Henry on Monday, the 26th instant.

Q. When did you receive notice from the agent to have the cutting of timber on this reservation stopped?—A. Saturday, March 24, 1888.

Q. What was the date of the agent's order you received directing you to stop the contractors from cutting timber on this reservation?—A. It was dated March 16 and postmarked at Ashland, Wis., March 17, and received at Fifield, Wis., the post-office for this village, as shown by office stamp, March 19.

Q. Did you receive this order direct from the hands of the postmaster at Fifield; if not, who delivered it to you?—A. It was sent from Fifield to this place with other mail, and I took it out of the mail pouch.

Q. How often per week do you usually receive mail from the Fifield post-office?—A. Usually, or on the average, about three times per week.

Q. Had no mail been sent here from the Fifield post-office from Monday, March 19, until Saturday, March 24?—A. No, sir; none to Sherman's store, where my mail comes.

Q. Did Sherman or his agent here send their mail-pouch to Fifield for their mail as regularly between March 19 and 24 as had previously been done?—A. Yes, sir; and Mr. Cook, the book-keeper for Sherman, wrote to Sherman's agent at Fifield on the 22d to send up the mail, and the agent, Mr. Cross, brought up the mail on Saturday last.

Q. Prior to receiving this order had you or not seen a statement published in the newspapers that the Commissioner of Indian Affairs had telegraphed Agent Gregory ordering the further cutting of timber on the reservations to be stopped?—A. Yes, sir.

Q. After you saw in the papers that orders had been issued to stop the cutting of timber were or not you and those engaged here logging expecting to receive orders to stop cutting on this reservation?—A. Yes, sir.

Q. Have you any knowledge or information of any instructions being sent or given Mr. Cross, Sherman's agent at Fifield, not to send out mail during last week?—A. No, sir.

Q. Is it or not a fact that, between the time when the newspapers were received here, in which were published the notice that orders had been sent Agent Gregory to have the cutting of timber stopped and the date upon which you received the agent's order, as above stated—if the contractors or some of them did not have a large quantity of trees cut down, leaving the sawing and skidding to be done afterward?—A. I think they did. I heard it talked when the papers were received.

Q. Who, if the contractors or their agents, did you hear proposing or suggesting to cut down all the trees they could before the orders reached this reservation?—A. I heard Joseph Allen, Isadore Cook, Sherman's book-keeper, and others talking about it in Sherman's office, and afterward somebody told me that about 3,000,000 of feet had been cut on one of the other reservations after the agent received the order before it

was sent to the reservation; and when I told Leonard this he said he thought that was a good scheme.

Q. Who was it that made such a statement and on what reservation was the cutting done?—A. I don't know who it was or what reservation, but he said that one of the contractors was in Gregory's office when the order was received from Washington, and that he left immediately for the reservation, and cut down about 3,000,000 feet before the order was sent out to stop. The man told me this in Eau Claire, Wis., on the 18th of this month.

Q. When did you go to Eau Claire?—A. I left the reservation Saturday, the 17th instant, and returned here Monday, the 19th.

Q. Did you come back by way of Fifield, Wis.?—A. Yes, sir.

Q. What time was it when you left Fifield Monday, the 19th instant, returning to the reservation?—A. About 8.30 to 9 o'clock.

Q. Had the morning mail from Ashland, Wis., arrived at Fifield before you left there on the 19th inst.?—A. No, sir; the train come in when we were about 1 mile away.

Q. How many times have you been at Eau Claire since you entered upon your official duties here the first of last January?—A. Three times.

Q. Did you go with or without leave from the honorable Commissioner of Indian Affairs?—A. I had no leave from the Indian Office. Once I had leave from Agent Gregory, and went twice without leave from any one.

Q. How far is it from the reservation to Eau Claire?—A. About 175 miles. The first time I went without leave was in response to a telegram to see a friend that was expected to die, and the other was to attend the funeral of a friend that had died and I did not have time to get a leave.

Q. On your return from Eau Clare the 19th instant, did you have any conversation with Mr. Cross, A. M. Sherman's agent at Fifield?—A. No, sir; he came to the reservation the day I left, and on my return I met him going back to Fifield.

Q. Was A. M. Sherman here when the news was first received that the agent had received orders to have the cutting of timber stopped?—A. I think not.

(Examination continued March 30.)

Q. Is the book I have here the one in which a record is kept of the land allotted to the Indians of this reservation?—A. Yes, sir.

Q. When and from whom did you receive this book?—A. I received it about the last of February, and it was sent to me by Agent Gregory.

Q. How many transcript of entries for allotments of land on this reservation have been filed with you since you entered upon your duties as agent farmer?—A. One hundred and forty-one.

Q. Have you entered of record on the proper books all of these transcripts of entry according to the dates of their filing?—A. No, sir; I have only entered of record on the books twenty-eight of the transcripts filed with me.

Q. Why have you not entered of record in the proper books all the transcripts for the allotments of land that have been filed with you?—A. I have been waiting for instructions from Agent Gregory in that regard.

Q. Did or not Agent Gregory instruct you when you received this record book to enter thereon the transcripts for allotments according to the dates of the filing?—A. He so instructed me in a day or two after I received the book.

Q. Well, why have you not complied with the instructions you received from the agent in charge of this reservation in respect to the entries of record of the transcripts for allotments?—A. I wrote to the agent for further information on the subject. He was absent, and the clerk in charge wrote me to wait until the agent returned.

Q. What further instructions did you want from the agent?—A. I wrote to him for instructions on this point. When some of the transcripts were filed some of the traders here claimed that they had contracted for the timber on the land described in the transcript from some other Indian, and I wrote the agent for instructions what to do in such cases.

Q. Did or not your record book show whether the land in controversy had been filed upon by the Indian from whom the traders claimed to have bought the timber thereon?—A. The record book showed that the Indian from whom the traders claimed to have bought the timber had not filed upon the land.

Q. If the record books showed that the particular tract of land described in the transcript filed with you was vacant or unappropriated land, why did you not enter of record the transcript filed therefor?—A. Because some of the traders claimed that they had bought the timber on the land described in the transcript from some other Indian.

Q. Did your record book show that the Indian from whom the traders claimed to have bought the timber, had entered and filed upon the land in question?—A. The books showed they had not done so.

Q. How many of the one hundred and forty-one transcripts for allotments above mentioned have actually been filed with you by the Indians in whose names the transcripts were made?—A. Seventy-six.

Q. By whom were the balance (sixty-five) filed for record?—A. Ten by Ross Allen, six by Daniel Devine, nine by J. T. Cossgriff, and forty by Isidore Cook, book-keeper for A. M. Sherman.

Q. How many of these one hundred and forty-one transcripts are for land that you, as agency farmer, have located for the Indians on this reservation?—A. I have never located any of them.

Q. Had any of the traders contracted for the pine timber on the land described in the twenty-eight transcripts which you entered of record upon your record book?—A. I don't know; the transcripts were handed me by Isidore Cook, book-keeper for A. M. Sherman, and I recorded them in the book.

Q. Who is A. M. Sherman?—A. He is a trader, and logging on this reservation.

Q. Who objected to the transcripts filed with you being entered of record in the proper record book?—A. J. T. Casgriff, a trader here, and engaged in logging on the reservation.

Q. What objections did he make to the transcripts filed being entered of record?—A. He claimed that if the transcripts were entered as received, A. M. Sherman would get all the pine timber on the reservation, and he claimed that he had contracts with other Indians for the pine timber on the land described in some of the transcripts filed.

Q. Had transcripts of the land been filed in the name of the Indian with whom he claimed he had contracted for the timber therewith?—A. Yes, sir; but after other parties had filed transcripts on the same land.

Q. Have you or not entered the names of some Indians on the record book for an allotment of certain lands who had filed no transcript with you therefor and no transcript for said land had been filed with you by any one?—A. Yes, sir; I entered four names, by order of Agent Gregory, given in a letter of date March 7, 1888, or rather entered two

names twice each time for 40 acres. The agent stated that these entries were on his plat book.

Q. Did any one have a contract for the timber on these four 40-acre tracts at the time the agent ordered you by letter to enter them on your book?—A. Yes, sir; and the contracts had been sent to him.

Q. With whom had the Indians contracted the timber on this land?—A. They had contracted it to A. M. Sherman.

Q. Had you officially signed the interpreter's certificate on these contracts?—A. Yes, sir.

Q. Were these contracts between the Indians and Sherman, or any one acting for Sherman, made and signed in your presence?—A. No, sir.

Q. Did you, before officially signing the certificate on these contracts, read and explain the nature of the contracts to the Indians, or cause it to be done by others in your presence?—A. No, sir.

Q. Do you or not know whether these Indians ever contracted the timber on these four 40-acre tracts to Sherman or any one acting for him?—A. No, sir; I don't know whether they did or did not.

Q. Give me the names of the two Indians whose names you entered per order of the agent, and the location of the land allotted to each.—A. O-sha-was-ko gi-jig for northeast quarter of the southeast quarter section 27, township 40, range 4 east, and the southeast quarter of the southeast quarter of section 27, township 40, range 4 east, and O-gi-wa-wo-bi-go-kwe for northwest quarter of the southeast quarter section 27, township 40, range 4 east, and the southwest quarter of the southeast quarter of section 27, township 40, range 4 east.

Q. Do you or not know whether the timber has been cut on the four tracts of land above described?—A. I think it has.

Q. When did you make these entries upon your book?—A. On the 10th of March, 1888.

Q. When did you receive the record book of entries sent you by Agent Gregory?—A. February 23, 1888.

Q. Who first called your attention to the fact that the names of the two Indians above given had taken up the land described?—A. I had a list of the contracts I had signed, and when I got the book I found by comparisons that these names and entries were not on the book, and I wrote to the agent about it and received from him the order above stated.

Q. When did you receive from Isidore Cook, book-keeper for A. M. Sherman, the transcript of entries for allotments heretofore spoken of?—A. On January 10, 1888.

Q. Have you made out a descriptive list of all the transcripts of entries for allotments filed with you and forwarded it to Agent Gregory?—A. No, sir; for none of them.

Q. Did you ever tell Fred Leonard that you did not think Daniel Devine would get the claims filed upon for his family?—A. No, sir.

Q. Did you have any conversation with Mr. Leonard on the subject of these claims?—A. No, sir; not that I recollect.

Q. Did you tell Devine after he had filed with you the transcripts for allotments to his wife and daughters that his claims were all right?—A. I told him I thought they were all right; that I did not know of any one that had previously located the land.

Q. Did you ever say to Daniel Devine that his claims were all right that "they have consented for you to have them," and he asked "who?" and you replied Allen & Cook, or use to him words to the same purport?—A. No, sir; I did not.

Q. Did you fix a date with any one when you would open your books

for the purpose of receiving and recording the transcripts of entries filed for the allotment of land to Indians on this reservation?—A. Yes, sir; and named Tuesday, March 13, and so informed Messrs. Henry & Leonard, Mr. Casgriff, and Isidore Cook, book-keeper for A. M. Sherman. These were the only persons I notified.

Q. Were all or either of the persons you notified entitled to an allotment of land in severalty on this reservation?—A. Yes, sir; I supposed so as they were logging here.

Q. Were either of these men Chippewa Indians or married to a Chippewa Indian woman, and a member of the band on this reservation?—A. No, sir.

Q. If they were not Chippewa Indians nor married to Chippewa woman why would all or either of them be entitled to an allotment of land on said reservation?—A. No, sir; and I did not understand your question when I stated that they were.

Q. Then if these men were not entitled to land in severalty, were not Chippewa Indians nor married to Chippewa Indian women, why did you notify them and not the Indians of the time and place you would open your books and receive and record transcripts of entries for allotments?—A. They claimed to hold contracts with the Indians for the timber on the land for which transcripts for entry and allotments had been filed with me, and these men wanted to be present when transcripts were entered of record.

Q. Who had filed these transcripts with you?—A. You will find this question answered in a former question.

Q. Did the men notified appear at the time and place to see these transcripts of entries recorded?—A. Yes, sir.

Q. Did C. H. Henry and Fred Leonard, or either of them, appear on that occasion?—A. Yes, sir.

Q. Did you, on that occasion, enter of record in the proper books all the transcripts of entries for allotments that had been filed with you?—A. No, sir.

Q. Were any of them entered of record on that occasion; if so, how many?—A. Yes, sir; twenty-eight, leaving one hundred and thirteen unrecorded.

Q. Why did you not enter in your book the remaining one hundred and thirteen transcripts?—A. Objections were made by Mr. Casgriff, one of the loggers on the reservation, to the transcripts being recorded.

Q. Why did he object?—A. He said he did not think it was a square deal between the traders, and I closed the books to await further instructions from the agent, which I have not yet received.

Q. Who of the traders were present or represented on this occasion?—A. J. T. Casgriff. Mr. A. M. Sherman was represented by his book-keeper, Mr. Cook, and Joseph Allen.

Q. Had you entered on each transcript the date it was filed with you?—A. Yes, sir.

Q. Did any of the Indians appear and object to these transcripts of entries being entered of record in the proper books?—A. No, sir; and no objections were made by any one for the Indians.

Q. Are you here to look after the interest of the traders or to protect the interest of the Indians on the reservation?—A. I suppose to protect the interest of the Indians.

Q. Had you or not been instructed by the agent in charge of this reservation to enter of record each transcript of entry on the date you received it?—A. Yes, sir.

Q. Have you complied with said instructions?—A. No, sir.

Q. Why have you not done so?—A. I have written to the agent for instructions what to do and have received no reply, as he is absent from the agency.

Q. Was Henry and Leonard, or either of them, present when Casgriff made objections, as heretofore stated?—A. No, sir.

Q. Who was present when you entered of record the twenty-eight transcripts heretofore mentioned?—A. Isidore Cook, J. T. Casgriff, and myself.

Q. Were these twenty-eight transcripts recorded on the 13th of March, the time that you had told the traders you would open your books and record transcripts of entry?—A. Yes, sir.

Q. Where were you transacting business on that day?—A. In a room Mr. A. M. Sherman let me have adjoining his office here in this village.

Q. Did you or not tell C. H. Henry, Fred Leonard, and Henry Turrish on the day you had named when these transcripts were to be recorded that objections had been made and you had put none on the books and did not intend to do so until you heard from Agent Gregory, or use words to them, or either of them, to that effect?—A. No, sir; I told Captain Henry that I started in on the book and a kick was made, and I closed the book and did not intend to do anything until I heard from the agent. I don't remember of ever talking to Fred Leonard about it, and I told Henry Turrish the same that I told Captain Henry.

Q. What reason did Casgriff give for his objection to the recording of these transcripts of entries?—A. He said it was not a square deal between the traders, as it would give nearly all the timber on the reservation to A. M. Sherman.

(Examination continued by inspector April 5.)

Q. Did J. T. Casgriff, one of the traders here, ever offer you, directly or indirectly, money or things of value to secure for him, or aid him in securing, any claims or contracts for Indian pine on this reservation?—A. No, sir.

Q. By whom were you recommended for appointment to the place you now hold?—A. I was recommended by C. R. Gleason, postmaster at Eau Claire, Wis., and by H. H. Hayden, of the same place.

Q. Since your appointment as farmer for this reservation have you brought here any goods or wares of any description to be sold or trafficked to the Indians on the reservation?—A. No, sir.

Q. Did you or not bring some watches, chains, and charms here and leave some of them with Henry Turrish, clerk for C. H. Henry, and some at Casgriff's store, which were to be offered for sale to their customers?—A. Yes, sir.

Q. Are not C. H. Henry and J. T. Casgriff licensed Indian traders on this reservation?—A. Yes, sir.

Q. Did you instruct Turrish and Casgriff or his clerks not to sell these goods to Indians?—A. No, sir.

Q. Who owned the goods you left for sale with Turrish and at Casgriff's store?—A. I got the goods from a dealer in Eau Claire and paid him \$50 on them, and the understanding was that those that were not sold by the 15th of this month were to be returned to him.

Q. How many watches, chains, and charms did you bring here, as above stated?—A. Twenty-one watches, twenty-eight chains, and nine charms.

Q. What arrangement, if any, did you make with Turrish and Casgriff, or his clerks, about selling these goods?—A. I don't remember that

I made any. I put the prices on the goods and told them I would make it all right on what they sold.

Q. Did you or not bring these watches, chains, and charms here to be sold to anybody that would buy them?—A. I did not expect to sell them, but I expected Turrish and Casgriff to sell them to anybody that would buy them.

STEPHEN C. EDWARDS.

TESTIMONY OF JOSEPH D. GURNOE.

Testimony of JOSEPH D. GURNOE, taken before United States Indian Inspector T. D. Marcum, at Lac Court Oreille Village, Lac Court Oreille Reservation, April 13, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is Joseph D. Gurnoe; age, seventy-three years; residence, Lac Court Oreille Reservation, Wis.; occupation, farmer.

Q. Were you at any time in the employment of the United States in connection with the La Pointe Indian Agency; if so, when and in what capacity?—A. Yes, sir; I was in the Government service at said agency about forty-five years, beginning in 1837, and, I think, up to 1876, most of the time interpreter, and part of the time doing clerical work. After leaving the service as agency interpreter I was agency farmer on the Lac Court Oreille Reservation for four years. I am not sure this was called "La Pointe" Agency when I first became connected with it; I was employed under the first agent that had charge of the Chippewa Indians in this section. The agency office was then located at La Pointe, Wis.

Q. Do you know anything about a contract made in 1872 between W. A. Rust, of Eau Claire, Wis., and the band of Chippewa Indians residing on the Lac Court Oreille Reservation, under which said Rust acquired the ownership or the right to cut and remove pine timber from said reservation?—A. Yes, sir; I was at the time agency interpreter.

Q. Well, state what you know about the contract?—A. I was not present when the contract was made, but I heard the conditions of the contract discussed in the agency office between the agent and John Smith, who was acting with Rust, and afterward I was present and interpreted the contract to the Indians here when it was read to them by Agent Mahan. The agreement was that Rust was to pay the Indians \$50,000 for the timber on their reservation, the money to be paid on yearly installments of \$10,000 for five years. I think the first payment was to be made before any timber was cut. There was also something said about an additional \$25,000 that Rust was to pay the Indians for the timber, but I do not remember what it was.

Q. Was any timber cut and removed from the reservation under said agreement or contract?—A. Yes, sir; the Smith Brothers cut timber on the reservation three years for Rust. I think they began in 1872-'73-'74, and cut in 1873-'74 and 1874-'75, and they cut a large quantity of timber each year.

Q. Did Rust make the payment to the Indians, or any one for them, of the \$10,000, as agreed before the cutting began?—A. I understood that Rust had paid the money, and that the agent in charge of the

reservation got it and kept it. I know that it was not paid to the Indians, or any part of it.

Q. Who was agent at that time?—A. S. N. Clark.

Q. Where does Clark live?—A. I don't know; the last I heard of him he was in Washington City.

Q. How long was Clark agent after this contract was made?—A. I think he resigned or was removed the following summer.

Q. How much money, if any, was paid to the Indians for the timber cut during these three years?—A. Only one payment was made to them, at which each received 75 cents. This payment was made by Agent Mahan, and I was present and witnessed it as interpreter. This payment was made toward the close of the second year's cutting. I was sent by the agent from Bayfield, Wis., where the agency was then located, to the reservation to get the Indians together on a certain day to receive the money, and I was forbidden by Agent Mahan to tell the Indians how much money they were entitled to or should receive.

Q. How many Indians were there in the band on the Lac Court Oreille Reservation when the payment was made?—A. About eight hundred.

Q. How much money did Agent Mahan pay the Indians on this occasion?—A. One thousand dollars. After paying the Indians present 75 cents each, the balance of the \$1,000 was divided among the chiefs of the band.

Q. Has any other sum ever been paid the Indians for the timber cut under the Rust contract, except the 75 cents each heretofore stated?—A. No, sir.

Q. Are you a member of the band of Chippewa Indians that reside on the Lac Court Oreille Reservation?—A. No, sir.

(Examination continued April 14).

Q. I have here a petition or letter of date June 20, 1887, addressed to the honorable Commissioner of Indian Affairs, to which is affixed the names of various Indians of the Lac Court Oreille band of Chippewas, which I will get you to examine, and tell me what you know about the writing and forwarding of said letter or petition?—A. I wrote the letter and mailed it to the honorable Commissioner of Indian Affairs, and did so at the request of the Indians whose names are signed to the petition.

Q. Did you read and interpret this letter or petition to the Indians whose names are signed thereto?—A. Yes, sir.

Q. Did each indorse the statements therein made and authorize the signing of his name thereto?—A. Yes, sir.

Q. Were the statements made in this petition based upon your personal knowledge of the matters referred to, or upon the information given you by the petitioners?—A. Upon information given me by the petitioners. I had some personal knowledge about the white labor complained of, and the allotment of lands to those who had never lived on the reservation.

Q. What do you know about land being allotted to Indians who did not reside on the reservation?—A. I know that lands were allotted to a great many Indians, mostly mix-bloods (commonly called "half-breeds"), who had never resided on the reservation, who came here after logging operations began and applied for allotments; some of whom, after getting their land allotted and disposing of their timber, have left the reservation and gone back to their former homes.

Q. Was there any opposition made by the Indians residing on the reservation to making such allotments?—A. Yes, sir.

Q. Was this opposition made known to the agent in charge of the reservation?—A. Yes, sir.

Q. To what agent or agents was it made known?—A. I have been present at councils held by Agent Gregory with the Indians, when the Indians informed the agent that they were opposed to their lands being given to these outside Indians; I was never present at a council between Agent Durfee and the Indians when the subject was discussed.

Q. What decision, if any, did Agent Gregory make at these councils in respect to the allotting of lands to these outside Indians?—A. I don't remember that I ever heard him make any.

Q. When and where were the councils held when the Indians expressed to Agent Gregory their opposition to the making of allotments to these outside Indians?—A. The council was held last April, here in the Government farmer's office.

Q. Had any land in this reservation been allotted to these "outside" Indians prior to the time Agent Gregory took charge of the reservation?—A. Yes, sir.

Q. Were not a part of the applications for allotment, that were discussed in the council of April, 1887, those held over at the council of April, 1887, made before Gregory took charge of the reservation?—A. Yes, sir; I think some of the applications were made while Durfee was agent, and had been held up by the council because they were "outsiders."

Q. Do you know what disposition was made of the applications for allotments that were opposed by the Indians in the council of April, 1887?—A. Only from hearsay; I was told by the agency farmer, Mr. Rusler, that the agent had approved the list of contested applicants.

Q. What were the objections of the Indians to the white labor on the reservation?—A. They said there were too many white men here; that it made wages low, considering the prices they had to pay traders for supplies, and that the amount of white labor used would soon strip the reservation of all the timber and leave them nothing to live upon.

Q. Did you ever receive any reply from the honorable Commissioner of Indian Affairs to the letter or petition of June 20, 1887.—A. No, sir; and on September 3, 1887, I wrote him another letter, asking him if he had received the letter or petition of June 20, 1887, and received no response.

Q. From your observation have the Indians been profited by the large amount of timber cut of late years on the reservation?—A. I think it has been a disadvantage to the most of them, as their timber has been cut and they have squandered the money, and have got nothing to show for it and nothing left to live upon.

Q. Have or not a great many of these Indians saved their money or judiciously invested it in land or stock?—A. Some few have done so.

Q. Have or not a great many of them used their money, or some of it, in building houses on the lands allotted to them and making other improvements thereon?—A. Only a few of them have done so.

Q. Have the Indians worked as well during the last year or two as they did the first years that logging was done on the reservation?—A. I don't think they have. Being permitted to sell their timber stampage, they left it for others to log.

JOSEPH D. GUENOE.

TESTIMONY OF ANDREW GOWAN.

Testimony of ANDREW GOWAN taken before United States Indian Inspector T. D. Marcam, at Cloquet, Minn., April 27, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows :

Q. State your name, age, residence, and occupation.—A. My name is Andrew Gowan; age, forty years; residence, Cloquet, Minn.; I have charge of the logging department of the C. N. Nelson Lumber Company.

Q. Did you do any logging on the Fond du Lac Reservation during the winter of 1887-'88?—A. Yes, sir; and had logging done there by contract.

Q. With how many Indians on said reservation did you have contracts for timber?—A. I made thirty-six contracts, but only logged on twenty of them.

Q. What did you contract to pay for the timber?—A. Five dollars and fifty cents to \$6 per thousand feet banked, except two claims of small timber at \$5 and one that had been logged over the year before at \$4.50 per thousand feet banked.

Q. Who cut and banked this timber?—A. I had it cut and banked for them, guarantying \$2.50 per thousand feet stumpage, except one at \$3 per thousand feet stumpage and two claims at \$2 per thousand feet stumpage and \$1.50 per thousand feet stumpage; for the timber bought banked, at \$4.50 per thousand feet.

Q. How many feet in the aggregate did you have cut and banked under said contracts?—A. Four million seven hundred and ninety-seven thousand four hundred feet.

Q. Were your contracts signed by the Indians in the presence of P. G. Cook, the Government farmer for said reservation?—A. No, sir; a few may have been signed in his presence.

Q. Did you see the agency farmer, Cook, sign the certificate at the bottom of said contracts?—A. No, sir; I left the contracts with the book-keeper for the C. N. Nelson Company, and told Cook to go and look over them and see if they were right; if so, to sign them. Within a day or so afterward the book-keeper handed me the contracts approved or signed by Cook.

Q. Was this done after logging had begun?—A. Yes, sir; Cook did not sign the certificate on the contracts until the latter part of January or 1st of February last.

Q. When were these contracts made with the Indians?—A. From the latter part of August up to, I think, about the 1st of January; most of them were, I think, in November.

Q. When were they approved by Agent Gregory?—A. They have not been approved by him.

Q. Why were they not approved by Agent Gregory?—A. After they were certified by Cook, the farmer, I sent them to Agent Gregory by express, I think in February. About a week later they were returned for some correction.

Q. Were the corrections made and the contracts returned to the agent for his approval?—A. They were not; the correction amounted to the having of new contracts signed, and the Indians were scattered about over the reservation. The corrected contracts were all filled out ready for the Indians to sign them, but they had not all done so when

the order came to stop cutting, and I still have the contracts in my possession.

Q. Have you ever executed bonds for the fulfillment of the contracts made with the Indians from whom you bought said timber?—A. No, sir.

Q. Did Agent Gregory know that you were logging on the reservation?—A. I think he did.

Q. Did you have a contract with an Indian named Peter Beaver for any timber on said reservation?—A. Yes, sir.

Q. How much did you contract with him for?—A. I contracted for all the merchantable timber on the three-fourths of the land described in the contract, at \$5.50 per thousand feet banked, and I made another contract to bank his timber for \$3 per thousand feet, leaving him a stumpage of \$2.50 per thousand feet; after this I made another contract with him to pay him \$1,200 for the timber, and paid him the money.

Q. Was this last contract certified to by the agency farmer or approved by Agent Gregory?—A. No, sir.

Q. Did you cut more than three-fourths of the merchantable timber on said land?—A. I don't know, but my information is that more than three-fourths was cut.

Q. Have you or not been informed that all or most all of the merchantable timber on said land was cut and banked?—A. My information is that there is from 50,000 to 75,000 feet left standing on the land.

Q. Is the timber left standing in a compact form, or scattered over the land where cutting has been done?—A. My information is that it is scattered about over the land.

Q. How many feet was cut or banked from said land?—A. Six hundred and forty-eight thousand three hundred and ninety feet.

Q. How many acres were in this allotment?—A. Eighty acres.

Q. What would be three-fourths of the 648,390 feet cut on said land?—A. Four hundred and eighty-six thousand two hundred and ninety-two.

Q. What would that amount of timber come to at \$2.50 per thousand feet?—A. One thousand two hundred and fifteen dollars and seventy-three cents.

Q. What would the remaining one-fourth of said timber, to wit, 162,097 feet, amount to at \$2.50 per thousand feet stumpage?—A. Four hundred and five dollars and twenty-four cents.

Q. In cutting timber under the contracts with Indians has it been the practice to take all the merchantable timber on an allotment if the Indian does not object?—A. Yes, sir.

Q. What would be a fair price per thousand feet stumpage for the timber cut and banked on the Fond du Lac Reservation during the logging of 1887-'88?—A. I think on an average \$2 per thousand feet.

Q. Can or not logging be done as cheap with Indian labor as it is done with white labor?—A. No, sir; it can not.

Q. Were you instructed to give Indians who wanted to work the preference over white labor?—A. Yes, sir; I think Agent Gregory gave me such instructions.

Q. Did you comply with such instructions?—A. I did not employ men to work on the reservation, except for a short time. I had the timber logged by contract, and I did not instruct the man who I contracted with as to the labor he was to employ.

ANDREW GOWAN.

(Recalled April 28.)

Q. Have you any correction to make in your former statement as to the number of feet of timber you purchased from the Indians on the Fond du Lac Reservation in 1887-'88?—A. Yes, sir. Heretofore I stated the amount at 4,797,400, when it should have been 4,964,580.

Q. Have you ever examined some logs on the bank of the Saint Louis River belonging to Joe Naganab, which were rejected as culls?—A. Yes, sir.

Q. What is the quality of these logs?—A. They are culls, except two or three top logs that might be classed as third or fourth grade timber.

ANDREW GOWAN.

TESTIMONY OF SUSAN DUBRY.

Testimony of SUSAN DUBRY, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 24, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness being duly sworn, deposeth as follows (William Lyons, interpreter):

The witness states that she is a Chippewa Indian and a member of the band that resides on the Fond du Lac Reservation; that in September last one Peter Robedeau sold her the minutes and description of the NE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ of section 8, township 49, range 18, and the SE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ section 5, township 49, range 18, for which she agreed to pay said Robedeau \$50; that she gave the descriptions to Cook, the agency farmer, and then agreed to sell her timber to Pat Hynes for \$5 per thousand feet on the bank; that at a council held by the Indians on said reservation in January last, when Agent Wall was here making allotments, her name, with other applicants for allotments, was submitted to said council and approved; that she was then informed by Agent Gregory that she would get the land.

Agent Wall left here before he issued all the certificates of allotments and without giving witness her certificate; that the agent told her and others that he would send their certificates from Ashland, and that some were sent afterward, but affiant has not received her certificate for the land above described nor none other; that she is informed that her name is properly entered in the Farmer's book of the reservation, but that it has not been entered in the allotment book kept by the agent; that at the time she agreed to sell her timber to Hynes she was given a book in which payments made her on her timber were entered by Book-keeper Rose; that among others she finds \$50 paid Robedeau and charged to her; that she has no recollection of authorizing such payment; that she has only received from Hynes the sum of \$84.25 on the timber cut on the land located as above; that she was never furnished with a scale report of the timber cut on said land, but that she was today informed by John McMahan that 327,540 feet had been cut on said land; that she never authorized any one to cut and remove any of said timber, and that she does not know who cut said timber.

SUSAN DUBRY (her x mark).

TESTIMONY OF FRANK DUQUET.

Testimony of FRANK DUQUET, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 21, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is Frank Duquet; age, twenty-three years; residence, Moose Lake, Carlton County, Minn.

Q. Are you a member of the band of Chippewa Indians that reside on the Fond du Lac Reservation, Wis.?—A. Yes, sir; I am one-fourth in blood Chippewa.

Q. Have you had land allotted to you on the Fond du Lac Reservation?—A. Yes, sir; I filed a description of the land with the agency farmer, Cook, last September, and in January last Special Agent Wall issued me a certificate for an allotment.

Q. Did the Indians on the reservation or any of them object to land being allotted to you?—A. They objected when I first came here, but I don't know of any objections being made to the agent.

Q. Did you sell the timber on the land described in your certificate of allotment; if so, to whom?—A. Yes, sir; I contracted the timber to Pat Hynes the same day that I filed the description of it with the agency. The contract was made with E. L. Rose, Hynes's book-keeper.

Q. State what conversation you had with Rose before and at the time you made the contract on the timber.—A. About two weeks before I filed the number and description with the farmer, Rose told me if I would file a description on some land and contract the timber to Hynes I would be sure to get my patent; and the day I filed the number and description of the land with the farmer, Rose told me when I filed the description to contract the timber and the farmer would send off the minutes and I would get my patent sooner; and I then made the contract.

Q. Who was present when you gave the number and description to the farmer?—A. E. L. Rose, Antoine Couture. I gave it to Cook, the farmer, in Hynes's office.

Q. What did Hynes agree to pay you for the timber?—A. The contract was for \$5 per thousand feet, banked on Stony Creek.

Q. Was any of the timber cut?—A. I did not cut any, nor authorize any one to do so, and if any has been cut I have not heard of it.

Q. Were you paid anything when the contract was made?—A. No, sir; but two days afterward I was paid \$27, and a short time afterward other sums amounting to over \$42.

Q. Were these payments made before you received your certificate from Agent Wall?—A. Yes, sir.

Q. Do you know of any Indians being refused work by any of the loggers on the Fond du Lac Reservation?—A. Yes, sir. I applied to Foley, one of Hynes's contractors for work, and he would not employ me.

Q. Were you out at Foley's camp on the reservation?—A. Yes, sir.

Q. What kind of labor did he have employed?—A. All were white men.

Q. Did you ever make a contract with any person to cut and bank your wife's timber?—A. No, sir.

Q. Was any of her timber cut; if so, when and how much?—A. Yes, sir. I think it was all cut this year, and the amount as shown by scale report is 589,310 feet.

Q. Had she contracted her timber; if so, to whom and at what price?—
A. Yes, sir. She contracted it to Pat Hynes at \$5 per thousand feet,
banked on Stony Creek.

Q. In what name was her allotment and contract made?—A. In her
maiden name, Mary Dubry.

Q. Was the timber cut banked on Stony Creek?—A. No, sir. It
was hauled to the Northern Pacific Railroad, and has been shipped to
Superior City.

Q. Was it nearer to the Northern Pacific Railroad than to Stony
Creek?—A. Yes, sir.

Q. Has your wife been paid for the timber cut and hauled from her
land?—A. No, sir. She has been paid \$738.28 is all that I know of,
that is the amount shown by the entries they made in her book.

Q. Has your wife made any demands or orders on Hynes for all or
part of the money due her for her timber?—A. Yes, sir. She has
applied for money and been refused, and on the 18th of this month she
made an order on him for \$275 to pay for a span of horses, harness, and
wagon, and the order was refused.

FRANK DUQUETT.

TESTIMONY OF KATE DUBRY.

Testimony of KATE DUBRY, taken before United States Indian In-
spector T. D. Marcum, at Cloquet, Minn., April 24, 1888, in the matter
of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows (Frank Deloney,
interpreter):

Witness states that she is a Chippewa Indian, and a member of the
band located on the Fond du Lac Reservation, Minn.; that on the 23d
of January last two fractional quarter sections of land were allotted to
her by Special Agent Wall; that prior to that time she had filed with
the agency farmer the description of the land described in her certificate
of allotment; that she paid or agreed to pay Peter Robideau \$50 for one
of her selections, and Eugene Danielson and Charlie Armstrong \$50
for her other selection, making \$100 for the land allotted to her; that
these parties represented to her that the land had plenty of good pine
timber; that she sold the timber on her land allotted to Pat Hynes, and
that she was induced to sign an order on said Hynes payable to Daniel-
son & Armstrong for the \$50 which is charged to her on her account with
said Hynes; that she is also charged on said account with the \$50 paid
Robideau as above stated; that the scale report only shows 154,770
feet of timber cut on said land.

KATE DUBRY (her x mark).

TESTIMONY OF JOHN B. DENOMIE.

Testimony of JOHN B. DENOMIE, taken before United States Indian In-
spector T. D. Marcum, at Ashland, Wis., May 4, 1888, in the matter
of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name
is John B. Denomie; age, fifty-five; at Odanah, on Bad River Indian
Reservation; occupation, logger.

Q. Are you a member of the band of Chippewa Indians that reside on the Bad River Reservation?—A. Yes, sir.

Q. Have you been engaged logging Indian pine on said reservation; if so, how long?—A. Yes, sir; and have logged on the reservation every year since 1882.

Q. What have you paid for the timber you have bought on the reservation during the logging season 1887-'88?—A. I have bought stumpage and did the logging, paying from \$2 to \$2.50 per thousand feet stumpage, and I have bought in the bulk some timber scattered over allotments that had heretofore been cut over, paying a stated price for the timber on the land, and one lot at \$1.50 per thousand feet.

Q. How many allotments did you log on where you bought the timber in the bulk, no fixed price for stumpage?—A. I think five or six.

Q. About how much per thousand feet did this timber cost you, bought in the bulk?—A. I bought the timber on six eighties in the bulk, paying in the aggregate \$1,200 for the one had never been cut on; the other five had been cut over; I can not tell what it cost me per thousand feet stumpage, as the timber cut from these allotments were banked with the timber cut on my own land and all branded alike, and I can not give an estimate of the amount cut.

Q. Why did you buy this timber in the bulk instead of stumpage?—A. The timber that had been culled over was not valuable like timber that had not been cut over, and being scattered as it was on five of these eighties made it very expensive to log and I would not have bought it at any price if it had not been convenient to my logging camp, and I supposed I had a right to buy in bulk, and did so; the parties that owned the timber were anxious to sell it, from fear that it would be destroyed by fire.

Q. Since the timber was cut and banked, have any of the Indians from whom you bought it expressed any dissatisfaction at the price you paid for it?—A. No, sir; none that I have heard.

Q. What was the quality of timber cut last winter on the Bad River Reservation worth per 1,000 feet, banked ready for driving?—A. From \$6 to \$6.50 per 1,000 feet.

Q. On an average, what has it cost to cut and bank the timber per 1,000 feet?—A. I think about \$4 per 1,000 feet.

Q. Was the timber cut on the reservation last winter as convenient to the places of banking it as the timber cut in previous years?—A. No, sir; every year it is more inconvenient, being further to haul.

Q. What has been the practice in respect to cutting timber on the reservation. Have you ever been required by any agent not to cut timber until the contracts were approved by the Commissioner of Indian Affairs?—A. No, sir; we usually make a contract in writing with the Indian for his timber, and after the timber is cut or being cut before we get the regular contracts signed up, and when the Government contracts are signed up they are sent to the agent, which is often done after the timber has been cut, and this has been the practice as far I know every year since logging began on the reservation.

Q. Does the Indian agent in charge of the reservation examine the accounts and settlements made between the contractors and the Indians, who sell their timber at the end of each logging season, or when final settlement is made?—A. No agent ever came here to examine accounts on final settlements. The contractors and Indians make their own settlements. If there is any disagreement between the Indian and contractor the matter is then referred to the agent for settlement.

Q. Will you give me the names of the Indians and the amount paid

each for the timber you bought in the bulk without a fixed price stumpage or bantage?—A. John Twobird, \$20; Nodin, \$80; Antoine Denomie, \$250; H. Denomje, \$150; M. Genery, \$600, and E. Connors, \$100; aggregating \$1,200.

Q. As I understand it the timber cut from these six eighties was banked with the timber cut from an eighty that you owned, and all marked with the same brand?—A. Yes, sir; that is correct.

Q. How many feet was cut in the eighty that belonged to you?—A. I think from 700,000 to 800,000 feet; I think the timber bought in the bulk cost me on an average about \$1 per 1,000 feet stumpage.

Q. Are you acquainted with the location of the land on the Bad River Reservation patented to your mother, Mrs. L. Denomie?—A. Yes, sir.

Q. Do you know of any one trespassing on said land by cutting and removing therefrom any merchantable pine timber?—A. Yes, sir.

Q. State when it was done, and by whom.—A. The cutting was done in the winter of 1886-'87, and the trespass was committed by Edward Haskins, one of the contractors on the reservation.

Q. How much timber was cut on said land by Haskins?—A. I never estimated, but my brother, Simon Denomie, who is a surveyor and woodsman, run the lines and made a scale of the timber, and he told me the amount, which I do not remember, but it was between 40,000 and 50,000 feet.

Q. Has your mother ever been paid for this timber?—A. No, sir.

Q. Did your mother, or any one for her, ever demand of Mr. Haskins payment for the timber cut upon her land?—A. Yes, sir; my brother Simon did so, and he told me Haskins would not pay for it.

Q. Was the trespass ever reported to Agent Gregory?—A. My brother told me that he reported it to the agent, and he said, as well as I recollect, that the agent told him Haskins would pay him or mother \$2 per 1,000 feet stumpage for the timber any time she or he wanted it, but mother did not want to take that price; besides, Haskins would not agree to pay for only about half the number of feet my brother had scaled the cut at, and the matter is still unsettled.

Q. Do you know of any trespass being committed on the land of Michael La Roche on said reservation?—A. Yes, sir.

Q. What was the nature of the trespass, by whom, and when committed?—A. Timber was cut from the land by Ed. Haskins during the winter of 1886-'87.

Q. How much timber did Haskins cut on said land?—A. I think it was between 40,000 and 50,000 feet. The women to whom the land had been patented had died, and Mrs. La Roche was heir to the land, and she and her husband were trying for some time to get it settled up, and I do not know how it was settled. La Roche told me he could not get it settled only as the agent wanted it done.

Q. Do you know of any other trespass or trespasses being made upon patented or unpatented land on said reservation?—A. Yes, sir.

Q. State who committed the trespass and upon whose land was it committed.—A. Some time in the latter part of 1886 I accompanied Agency Farmer Wigman on a trip of about one week hunting up trespasses, and we found where timber has been cut on five or six eighties that were unpatented land; on two of them all the merchantable timber had been cut, and on the others most all of it had been cut. And the Indians who went and showed us the cutting told us that Ed. Haskins had cut the timber. I was also informed that a man named Staples cut a lot of

timber on the north corner of my mother's land; Agency Farmer Walker estimated this cut at 29,400 feet.

Q. Has your mother been paid for this timber?—A. No, sir; the logs were cut by men in the employment of George Forsythe or A. Maxim.

Q. How much has the scaling the logs on the reservation cost during the years of 1886-'87 and 1887-'88?—A. For the year 1886-'87 my scaling cost 12 cents per 1,000 feet. The Indians were charged one-half, or 6 cents per 1,000 feet, and this year I paid about 10 cents per 1,000 feet for part, and 12.7 cents per 1,000 feet for the balance. The Indians are charged with one-half the cost of scaling.

Q. Did you or not receive an order that the Indians would only be charged 3 cents per 1,000 feet for scaling the timber cut on the reservation in the winter of 1887-'88?—A. No, sir; I was told by my clerk that the agency farmer, Walker, read him such an order.

Q. Is it the practice to cut all the merchantable timber on allotments in this reservation, or is one-fourth of the timber left standing on a designated portion of the eighty?—A. All the merchantable is cut when the land is logged on.

Q. Did you make a contract with an Indian named Way-na-bo-sho for the timber on his allotment in the Bad River Reservation?—A. No, sir.

Q. To whom did you sell the timber you have logged on said reservation?—A. The first year to the Ashland Lumber Company; the second year to a man named Shores; the third year, Palmer & Goodridge; the fourth year to D. A. Kennedy, of the Superior Lumber Company; in 1886-'87 to Knight & Fisher, and this year to Eastmen, Wilhelm & McArthur.

Q. How much do you get per thousand feet for your logs this year?—A. Seven dollars per thousand feet for all timber over 12 inches at small end, and \$4.50 per thousand feet for the timber that is under 12 and not less than 9 inches at the small end, the timber delivered in the boom limits.

Q. Are you getting more or less for your timber this year than you have heretofore received for it?—A. I get more this year than heretofore, except one year I got the same that I do this year.

Q. What kind of labor did you employ to log on the reservation during the season of 1887-'88?—A. I had about eighty men employed; of these about ten were Indians and the balance were white men.

Q. Why did you employ so few Indians and so many white men?—A. I could put my timber in cheaper with white labor than I could with Indian labor, and I could not get enough Indian labor to run my logging camps. I employed all the Indians that applied to me for work.

Q. Were you instructed by Agent Gregory to employ Indians that wanted work in preference to white men?—A. I was not so instructed for the last two years. I think he told me that three years ago.

JOHN B. DENOMIE.

(Recalled May 12 by inspector.)

Q. Have you ever sold any pine timber cut on the Bad River Reservation to the Superior Lumber Company of Ashland, Wis.?—A. I sold the timber I logged on the reservation in 1885-'86 to D. A. Kennedy, who at the time was superintendent of said company. He did not tell me whether he was buying for himself or for the company, but I supposed he was buying for the Superior Lumber Company, as he was their superintendent at the time.

Q. Who settled with you and paid you for your timber sold as above stated?—A. D. A. Kennedy.

Q. Are the Indians who own pine on the Bad River Reservation

financially able to log their timber?—A. No, sir; but very few have a team, and none have the means to procure a camp and logging outfit.

Q. Are you acquainted with the location of the land on said reservation that has been allotted to Edward B. and Thomas Haskins?—A. Yes, sir.

Q. Were you acquainted with the quantity and quality of pine timber left on these allotments after Edward Haskins logged on them?—A. I don't think I was there after he cut, but I had been over the land before that.

Q. What was the timber on these allotments worth per 1,000 feet stumpage before any cutting was done?—A. Two dollars per 1,000 feet.

Q. What is the usual price per 1,000 feet stumpage for timber that has been cut over once?—A. Different prices, ranging from 50 cents to \$1 per 1,000 feet.

Q. From your knowledge of the timber on these allotments and the amount of timber that had been thereon what would be a fair price per 1,000 feet stumpage for the timber left by Haskins on said land?—A. I think about \$1 per 1,000 feet was all it was worth.

Q. Are you acquainted with the Thomas Haskins above referred to?—A. Yes, sir.

Q. Does he speak and understand the English language?—A. Yes, sir; he talks very good English and understands it very well, and is a man of very good sense.

JOHN B. DENOMIE.

TESTIMONY OF MARY DREW.

Testimony of MARY DREW, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 25, 1888, in the matter of investigating the affairs of the La Pointe, Agency, Wis.

The witness, being duly sworn, deposeth as follows:

Q. State your name and residence.—A. My name is Mary Drew, and I reside on the Fond du Lac Reservation, Minn.

Q. Are you a member of the band of Chippewa Indians that reside on said reservation?—A. Yes, sir; I am one-fourth Chippewa.

Q. Have you had any land allotted you on said reservation; if so, when and how much?—A. I received last January a certificate from Special Agent Wall for 160 acres on said reservation.

Q. Did Special Agent Wall show you, or some person designated by you, the land he had allotted to you and show you or your representative the boundary lines of said land?—A. No, sir.

Q. Who located the land for you?—A. The first selection of 80 acres I bought the minutes or description from Peter Robideau and paid him \$25 for it, and I bought the description of the other 80 from P. J. Bowlin and paid him \$150 for three 40-acre selections for my three children, making \$350 for the 200 acres of land. I give him an order on Pat Hynes, to whom I sold my timber for the \$250, and it is charged upon my book. Bowlin represented that these claims would cut the lowest one 300,000 feet and the highest 500,000, and said if they did not he would not charge me a cent for either.

Q. How much timber was cut on these claims?—A. My 80 cut only 59,300. The claim given my son, Frank, cut 283,270, and Charlie's

claim cut only 75,000, Gilbert's claim was estimated at 400,000, but none was cut.

Q. Did you receive certificates of allotment for your children from Special Agent Wall?—A. No, sir.

Q. When did you contract the timber on your land and that selected for your children?—A. I contracted the timber to Hynes in September last, on my own and my children's selections. I did not want to make any contracts until I got my allotment papers, and told him so. He was at my house and told me to come to his office. I did so, and Hynes was not there, and E. L. Rose, Hynes's book-keeper, said that Hynes wanted to contract for the timber on the land selected for me and my children. I told him I did not care to do so until I got my papers, that I did not know whether it would be right to do so, or whether the timber could be cut before I got my papers. Rose replied, You just bet if you contract with Hynes your timber will be cut, and I contracted with Hynes the timber at \$5 per thousand feet, delivered on the bank.

Q. Who cut and banked the timber?—A. Hynes had it done.

Q. Did you make a contract with Hynes to cut and bank the timber for you?—A. No, sir; he cut it without my authority. I had been talking to Robert Christie about cutting and banking my timber and he offered to do the work for \$2.75 per thousand feet. I went to Hynes and told him I was going to get Christie to bank the timber at \$2.75 per thousand feet and he told me he had already contracted with O. W. Sanders to put in my timber, and I told him I would not pay more than \$2.75 per thousand feet for banking the timber.

Q. What did Hynes charge you for banking your timber, and that cut for your children?—A. Three dollars per thousand feet.

Q. Have you received certificates of allotment for the land located for your children?—A. No, sir.

MARY M. DREW.

(Recalled by inspector April 27.)

Q. Who was present at the time you bought the descriptions of Bowlin heretofore referred to?—A. I don't remember all that were present; there were several; it was in Hynes's office, and Hynes's book-keeper, E. L. Rose, was present, also Joe Cobinn and Bowlin.

Q. State what Rose said, if anything, in regard to your buying the claims.—A. I thought and said that the price was too high, and Rose told Bowlin that if I did not want the descriptions at the price to give them to him, that he (Rose) had friends that would take them at the price and pay cash for them. I also remember that James Curry was present when I bought the descriptions.

MARY M. DREW.

TESTIMONY OF EUGENE DANIELSON.

Testimony of EUGENE DANIELSON, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 23, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Eugene Danielson; age, twenty-seven years; residence, Fond du Lac Reservation, Minn.; and I am a painter by occupation.

Q. Are you a member of the Chippewa band of Indians that reside

on the Fond du Lac Reservation?—A. Yes, sir. I am one-fourth Chippewa.

Q. Have you had any land allotted to you on said reservation?—A. Yes, sir; two fractions of quarters or lots aggregating 159.75 acres.

Q. When was the land allotted to you?—A. By Special Agent Wall, on the 23d of January last.

Q. Did Special Agent Wall show you the land he had allotted to you and the lines encompassing the same?—A. No, sir.

Q. Have you sold the timber on both or either of the tracts of land allotted to you in January last?—A. Yes, sir; I contracted the timber on both pieces to Patrick Hynes.

Q. When did you contract the timber to Hynes?—A. For one piece July 23, 1887, and the contract for the timber on the pieces December 20, 1887.

Q. Had Hynes paid you anything on either or both of these contracts before the land was allotted you by Agent Wall?—A. Yes, sir; he had paid me \$153.

Q. What was Hynes to pay you for this timber?—A. He contracted to pay me \$5 per 1,000 feet for it delivered, the timber on one tract to be delivered on the bank of the Saint Louis River, and the other was to be delivered at the Northern Pacific Railroad.

Q. How far was the timber to haul?—A. That to be banked on the Saint Louis River was to haul about three-quarters of a mile, and that to be delivered at the railroad about one quarter of a mile.

Q. Has all or any of the timber been cut and banked?—A. No, sir; not all of it; the scaler reported 144,710 feet cut and banked on the Saint Louis River. Mr. Rose, Hynes's book-keeper, told me that over 75,000 had been cut and hauled to the railroad, but I have not received the scale for it.

Q. Who cut and banked the timber?—A. Pat Hynes had it done.

Q. Did you contract with Hynes for him to cut and bank your timber?—A. No, sir. I told him I would cut and bank it myself, and he said, "No, sir; I will not furnish any man to put in his own timber on the reservation." I told him not to put in mine, and said that he had the authority to put in all the timber he bought on the reservation, and had papers to that effect, at the same time taking a paper out of his pocket and holding it in his hand, and I again on another occasion before had cut any of it forbade him to cut a stick of it.

Q. Have you been on your land since the timber was cut?—A. Yes, sir.

Q. How was it logged? Was the merchantable timber cut clean where the cutting was done?—A. It was wastefully logged. They cut all over the tract where the logs were banked on the Saint Louis River, culling out only choice timber. After I got my scale report I went and looked over the land and found at least one hundred good logs that were cut and left on the ground, and a great many logs classed as culls that was good second-grade logs. I came back and told Hynes about it, and he said he knew it was badly logged, but he could not help it; that he had given Cook, the farmer, orders to have the logs all put in. They also cut the timber on a 40 allotted to my daughter, which was banked on the Saint Louis River, and they had culled over her timber and left good logs cut and scattered all over it. I again went out some three or four weeks later and found that most all of these logs had been hauled away, but I nor my daughter have been credit with logs hauled away between these visits on our scale report. The same wasteful manner was practiced in cutting my timber that was delivered at the railroad. Good

logs are scattered all over where they cut. The timber on the land near Saint Louis River was estimated at 300,000, and I think it ought to have cut at least 275,000 if it had not been badly wasted and culled over.

Q. What was it worth per thousand feet to cut and bank your timber and the timber that was on your daughter's land?—A. Robert Christie and Mike McDonald, both experienced loggers, told me it could be banked for \$2 per thousand feet.

Q. Have you located claims or allotments for Indians on the Fond du Lac Reservation for which you were paid? If so, how many and how much for each selection?—A. I have made selections for Indians, for which I was to be paid when the timber on the land was cut; eleven selections, of 40 acres each, for which I was to have \$25 each, and eight of 80 acres each, for which I was to have \$50 each; of the latter eight, five were rejected.

Q. Did Agent Gregory know that you were selling these allotments or descriptions to the Indians?—A. I told him so at the council when the above-mentioned five were rejected. I told the agent I had made the locations and was to have \$50 for each, and asked him if I could hold the description of the applicants who had been rejected, and sell them to some one else, and he said no, that he would hold these descriptions and give them to parties who had had their first 80 and received their patents. I then asked him to give them to my mother and brothers and sisters, who were entitled to allotments, and he said, "No, I will attend to these myself."

Q. How much, if any, have you been paid for descriptions of land sold to the Indians on the Fond du Lac Reservation?—A. I have not received a cent yet.

EUGENE DANIELSON.

(Recalled May 2.)

Q. Are you acquainted with Rena Danielson, an Indian of the Fond du Lac band?—A. Yes, sir; she is my daughter.

Q. How old is she?—A. Seven years.

Q. Does she hold a patent from the Government or a certificate from a special allotment agent for any land on the Fond du Lac Reservation, Minn.?—A. No, sir. Some time last summer I filed on a forty for her, but when Special Agent Wall was here he did not issue her a certificate for the land. He said he could not issue such certificate or certificates to minors.

Q. Has any timber been cut on the land you filed on in the name of your daughter Rena? If so, when, by whom, and how much?—A. Yes, sir. It was cut during the winter of 1887-'88, by Pat Hynes, and the scaler reports 52,930 feet cut. I think the cutting was done in the early part of January last.

Q. By what authority was this timber cut?—A. I contracted the timber to Pat Hynes at \$5 per thousand feet on the bank, but gave him no authority to cut and bank it.

Q. Were you present at a council held at the Indian Village last September when United States Indian Inspector Thomas was present to investigate certain complaints made in respect to logging on the Fond du Lac Reservation?—A. Yes, sir.

Q. How long was Inspector Thomas engaged making said investigation?—A. I think he came to the village about 2 o'clock p. m., and left at 3.30 p. m.

Q. Did you hear any of the Indians present ask Inspector Thomas to remain the next day; that they had other witnesses to introduce and

other complaints to make?—A. Yes, sir; and he replied that he could not do so; that he had other business to attend to.

Q. Were the Indians satisfied with the manner in which the investigation was made?—A. No, sir; they were very greatly dissatisfied, because he would not give them a chance to get their witnesses in and to hear other complaints they had to make.

Q. Did Inspector Thomas refuse to allow any Indian to make statements while the investigation was being made?—A. Yes, sir; he refused to hear statements from Frank Defoe and James I. Coffey, and he refused to allow Coffey to ask or propound questions to the witness when testifying, and would not allow any of the Indians to put questions to the witnesses.

Q. Was the testimony taken on that occasion written out?—A. Yes, sir; Agent Gregory wrote it down, but he did not read what he put down.

EUGENE DANIELSON.

TESTIMONY OF JOSEPH DE FOE.

Testimony of JOSEPH DE FOE, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 27, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows, and says:

That he is a Chippewa Indian and a member of the band that resides on the Fond du Lac Reservation, Minn.; that he has had 80 acres of land allotted to him on said reservation; that about the middle of August last he contracted the timber on said land to Pat Hynes for \$5 per thousand feet, delivered on the banks. That about one month or a month and a half after contracting with Hynes he made a contract with his father to cut and bank for him his timber. I went with my father and told Rose, Hynes's book-keeper, that I had contracted with my father to put in my timber and to let him have supplies to use in putting it in, and Rose said he would do it if I and my sister Susan would sign a paper to stand good for the supplies father got to put the timber in with, and her and I agreed to do it, and signed what I understood to be such a paper. I did not agree, nor understand that the paper I signed as above stated made me or my timber responsible for any debt that my father then owed Hynes, and I would not have signed such a paper if I had known it. The paper was not read to me; Rose said it was to make us security for what father got while logging our timber.

JOSEPH DE FOE.

TESTIMONY OF MARY DUQUETTE.

Testimony of MARY DUQUETTE, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 23, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows:

Q. State your name and place of residence.—A. My name is Mary Duquette, and I reside with my husband at Moose Lake, Minn.

Q. Are you a member of the band of Chippewa Indians that reside on the Fond du Lac Reservation, Minn.?—A. Yes, sir.

Q. Have you ever had any land allotted to you on said reservation?—
A. Yes, sir; 80 acres was allotted me by Special Agent Wall last January. I filed my number and description with the farmer two years ago this spring, but the land was not allotted me until last winter.

Q. In what name was your allotment made?—A. In my maiden name, Mary Dubry.

Q. Have you sold all or any of the timber on the land allotted you as before stated?—A. Yes, sir; I contracted all of it to Pat Hynes.

Q. When did you contract him your timber?—A. In July last.

Q. Did you contract him the timber before you received your certificate of allotment?—A. Yes, sir.

Q. How much, if anything, had Hynes paid you on the timber before the allotment was made by Special Agent Wall?—A. Six hundred and sixty-three dollars and thirty-six cents.

Q. What did Hynes agree to pay you for your timber?—A. Five dollars per thousand feet delivered on the bank of Stony Creek.

Q. Has any of the timber been cut and banked under said contract?—
A. I have received a report from the scaler which shows that 589,310 feet has been cut.

Q. Who cut and banked your timber?—A. Pat. Hynes had it done.

Q. Did you make any contract or agreement with Pat. Hynes for him to cut or have your timber cut for you?—A. No, sir; I never gave him such authority.

Q. Was your timber banked by Hynes on Stony Creek?—A. My husband informed me that the timber was hauled to the Northern Pacific Railroad and has been shipped off.

Q. Did Special Agent Wall show you or some one designated by you the land he had allotted to you?—A. No, sir.

Q. Since you received the scale report of the timber cut on your land have you made any demands on Patrick Hynes for money in payment for said timber, which he refused or could not pay?—A. Yes, sir; on the 18th of April I made an order on him for \$275, and he refused to pay it.

Q. How much money is due you on your timber?—A. If Hynes charges \$3 per thousand feet for banking the timber there is still a balance due me, according to the scale report, of over \$400.

Q. And I understand you to say that Hynes has shipped your timber off of the reservation?—A. Yes, sir.

MARY DUQUETTE (her x mark).

TESTIMONY OF ANTOINE DENOMIE.

Testimony of ANTOINE DENOMIE, taken before United States Indian Inspector T. D. Marcum, at Odanah, Bad River Reservation, May 7, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is Antoine Denomie; age, thirty-seven; residence, Odanah, Bad River Reservation, Wis.; woodman and logger.

Q. Are you a member of the band of Chippewa Indians that reside on the Bad River Reservation?—A. Yes, sir.

Q. Did you contract for the timber on some lots of land that had been patented to Joseph Way-na-bo-sho on said reservation?—A. I contracted with him for the timber lots 6 and 9, section 1, and lot 7, section

2, and lots 7 and 8, section 12, township 46, range 3 west, and I understood at the time that the land belonged to him.

Q. What did you contract to pay him for the timber?—A. I contracted to pay him a stumpage of \$2.50 per thousand feet. Dan McBeath was my partner in the contract.

Q. Did you proceed to cut the timber under said contract?—A. Yes, sir. I think we began to cut the timber the latter part of November, soon after the contract was made.

Q. How much timber did you cut under said contract?—A. I don't know just the amount cut under the contract. I think, however, about 300,000 feet. We were stopped from cutting the timber about the last of December. When we were ordered to stop cutting the timber Way-na-lo-sho went out to the camp and put the men to work to cut the balance for him and they cut on until stopped by the United States marshal some time in January. The entire cut on the land was 467,790 feet, leaving about 100,000 feet not cut.

Q. From whom did you receive notice to stop cutting this timber?—A. It was a written order from Agent Gregory delivered me by Agency Farmer Walker. The order was dated December 29, 1887, which I have filed, marked (AAA). I heard before receiving this letter that Agency Farmer Walker had been to the camp and told the men to quit cutting the timber, that his (Walker's) son-in-law, Rod O'Gary, was going to cut the timber.

Q. What did the United States marshal do when he came to the reservation, the time he stopped the cutting as before stated?—A. He arrested me and took me to Madison, Wis., on a charge of trespassing on Government land or timber. I had an examining trial and was released upon my personal bond for my appearance the 1st of May, in the United States court at Madison. Before I left the district attorney told me not to come back unless he wrote me to do so, and since then I have heard nothing more about it.

Q. What became of the timber?—A. I understood that the marshal took charge of it. Some of the timber has drifted down on the tide and I am told about half of it is on the bank at the landing.

Q. Who paid the expense of cutting and banking this timber?—A. A. A. Maxim paid the men who done the work or all that has been paid. Maxim is a lumber dealer at Ashland.

Q. What was a fair price per 1,000 feet stumpage for the timber on the above described lots of land?—A. At least \$2.50 per 1,000 feet. The most of it was a bank or short haul.

Q. Do you know of any trespass being committed on the land within the reservation during the logging season of 1887-'88?—A. Yes, sir.

Q. State the nature of the trespass and by whom committed.—A. After the logging was stopped by the United States marshal on Way-na-bo-sho's land, Way-na-bo-sho requested me to post notices on the camp buildings forbidding any one to occupy them. When I went to the camp some of my men were still there. After I got there and posted the notice Rod O'Gary, who was logging for Haskins or Kennedy, came there with some of his men and asked who posted these notices, and I told him I had done so at the request of the owner of the property. He replied the notices made no difference to him; that the agent had authorized him to take charge of the camp and occupy it, and he was going to do so; and he and his men entered the building and put our things out, and they took possession and they remained there until the logging season was over, or until they were stopped by orders from Washington to stop logging on the reservations.

Q. How much camp did you have on this land?—A. We had a cooking and eating room, and sleeping accommodations for twenty men, a barn, and a blacksmith shop.

Q. I believe you signed a petition asking the honorable Commissioner of Indian Affairs to remove Agency Farmer W. G. Walker; what is the nature of your complaint against his official conduct?—A. I do not think he is just to the Indians in their claims and complaints against those who trespass upon their land, and I don't think he takes enough interest in looking after trespassers on the reservation. Some men have committed trespasses here for the last two or three years, and Walker has been notified of these trespasses and they are still unsettled, and the parties committing the trespasses never prosecuted therefor, while a few others have been required to settle their trespasses at twice the value of the timber cut. But others have been allowed to commit trespasses and only pay half what others had to pay for similar offense, and in some cases have not paid anything for the trespass committed.

Q. Who are the parties who are thus favored by the agency farmer?—A. Ed. Haskins is the man he shows the most favors, and Haskins has committed most of the trespasses, and does so every winter.

Q. Have these trespasses committed by Haskins been brought to the attention of Agent Gregory?—A. I understand they have been and I know that he was advised of the trespass committed by Haskins a year ago last winter on my mother's timber which has not been settled. Owing to the agent's apparent indifference to the interest of the Indians but few of them will go to him to make complaints.

ANTOINE DENOMIE.

TESTIMONY OF SIMON DENOMIE.

Testimony of SIMON DENOMIE, taken before United States Indian Inspector T. D. Marcum, at Ashland, Wis., May 10, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Simon Denomie; age, thirty-two years; residence, Baraga, Mich.; occupation is that of surveying, scaling, and estimating timber. I am now surveyor of Baraga County, Mich.

Q. How long have you been engaged surveying and estimating timber lands?—A. About nine years estimating, and about seven years surveying and scaling. I am now, and have been for about nine years, in the employment of the Sturgeon River Lumber Company, of Michigan, and have charge of their surveying and estimating on timber.

Q. Are you a member of the band of Indians that reside on the Bad River Indian Reservation?—A. Yes, sir; I am a son of Mrs. Josette Denomie, who still resides on the reservation.

Q. Do you know of any trespass being committed on her land on said reservation, by the cutting and removing of timber therefrom?—A. Yes, sir; in July last I run her lines and scaled up the timber that had been cut on her land during the logging season of 1886-'87.

Q. Who committed the trespass, and how much timber was cut?—A. Edward Haskins cut 51 trees which scaled up 42,246 feet, and a man by the name of Staples, operating on the reservation, under contracts made by George Forsythe, cut 42 trees that scaled up 43,413 feet.

Q. How did you ascertain the number of feet cut on said land by each

of the above-named parties?—A. By measuring the stumps and tops of the trees cut, and the length of the body, and ascertained the amount in each tree by the use of scaling rule according to the rules of scaling timber.

Q. Have you made any demands upon the parties committing the trespasses for payment for said timber?—A. I inclosed Mr. Haskins a bill for the timber, and wrote him that if he would settle it before I had to go away I would take \$4 per 1,000 feet stumpage. I did not see Staples or Forsythe, and left the bill against them with Agent Gregory for collection; also the bill against Haskins, as he had failed to settle with me. The bills I left with the agent were made out for \$5 per 1,000 feet. Some two months after this I wrote to Agent Gregory about the matter, but he did not answer my letter, and I don't know what has been done with the matter.

Q. What was the quality of the timber cut on your mother's land?—

A. It was choice trees; the timber was not cut clean where they did cut.

Q. Did you run and locate the lines inclosing your mother's land before you counted the trees and scaled up the timber, as before stated?—

A. Yes, sir.

Q. Did you see either of the parties cutting the timber on said land?—

A. I was out when they were cutting in January, and I observed a new line that had been run that divided the land they were cutting upon from my mother's land, and I told the foreman the line was not right, and for him not to cut to it, and he said he would see to it.

SIMON DENOMIE.

ODANAH, May 3, 1888.

J. B. Denomie, in account with Indians for stumpage.

Name.	Credit by timber cut.			To merchandise and cash paid.
	Quantity.	Price per thousand feet.	Amount.	
	<i>Feet.</i>			
Nebiasb	37,710	\$2.00	\$71.42	\$56.29
Mage com a go kwa	629,470	2.50	1,573.68	263.53
Pemosa ge jr ga kwa	351,970	2.00	703.94	454.72
Shedana	82,580	2.00	165.16	81.34
Aga se ge jr ga kwa	196,900	2.00	393.80	211.33
Ant ke bech	147,820	1.50	221.73	222.00
Ant Pero	69,110	2.25	155.52	157.81
John Bessner	56,600	1.50	84.90	59.00
John Bocoway	148,870	2.00	297.74	340.00
Do	39,430	.50	19.70	.....
Charles Scharrett	80,440	2.00	160.88	159.69
Samuel Started	172,940	2.00	345.88	345.88
Moses Scott	169,770	2.00	339.54	253.35
Joseph Martin	90,200	2.00	180.40	89.38
Bash ond yaet	80,220	2.00	160.44	160.44
Sagadsho	37,350	1.50	56.02	53.09
Frank Giscock	50,580	2.00	101.16	101.16
Ogebsl ga kwo	165,840	1.50	248.76	21.59
Gow ge goo kwa	7,740	2.00	15.48	42.60
Mrs. L. Denomie	542,850	2.00	1,085.70	133.35
John Drain	11,420	2.00	22.84	18.85
Pascoadama	57,680	2.00	115.36	115.40
Andrew Cadotto	75,010	1.50	117.01	.....
Frank Bocoway	67,510	2.00	135.02	134.98
Shebyosh	35,050	1.50	52.57	.....
Joseph Denomie	190,960	2.00	381.92	.....
J. B. Denomie	2,097,160	.....	.....	.....

TESTIMONY OF SUSAN DE FOE.

Testimony of SUSAN DE FOE, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 28, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows (J. I. Coffey, interpreter):

That she is a Chippewa Indian, and resides on the Fond du Lac Reservation, Minn. That about two years ago she received a patent for 80 acres of land on said reservation, and that in January last she received from Special Agent Wall a certificate for an additional 80 acres on said reservation. That prior to receiving said certificate she contracted to Pat Hynes the timber on the land to be allotted to her; that she thinks this contract was made in July last; that she does not know what Hynes was to pay her for the timber; that E. L. Rose asked her to sign the paper and said it was to sell her timber to Hynes; that the contract she signed was not read to her then or at any time.

She made a contract with Frank De Foe, her father, to cut and bank her timber. That some time in the fall Mr. Rose, Hynes's book-keeper, told her that if she wanted her father to put in her timber she would have to sign a paper as security for the supplies he got to log her timber, and that she agreed to stand good for the supplies he got from Hynes in logging her timber, and that she signed a paper, as she understood, to that effect. That she did not agree to stand good for any debts her father then owed Hynes, and did not so understand it when she signed the paper as security for what her father got while logging her timber. That she would not have signed the paper if she had been told it made her responsible for her father's debt he then owed Hynes. That she is a married woman and has one child. That she has been informed that the paper she signed makes her responsible for a debt her father owed Hynes, made before she contracted with him to put in her timber and before she signed the paper referred to, and that her money due on her timber is held by Hynes to pay her father's debt, which she is unwilling to do.

SUSAN DE FOE (her x mark.)

TESTIMONY OF MAGGIE DE FAULD.

Testimony of MAGGIE DE FAULD, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 30, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows:

Q. State your name and residence.—A. My name is Maggie De Fauld; age, seventeen years; residence, Fond du Lac Reservation, Minn.

Q. Are you a member of the band of Chippewa Indians that reside on said reservation?—A. Yes, sir.

Q. Have you ever had any land allotted to you on said reservation?—A. No, sir; I bought the description of an eighty last November to be allotted to me, but the council last January rejected my application for an allotment, and I did not get it.

Q. What were the grounds of the objections made against you by the council?—A. The council objected because I was too young.

Q. After you bought the description, as above stated, did you contract the timber on it; if so, when and to whom?—A. On the day I got the minutes or description from Lennon I contracted the timber on the land to Pat Hynes, and after I signed the contract I give Lennon an order on Hynes for \$100, the amount he charged me for the description of the land.

Q. Before your application for an allotment had been rejected by the Indians in council had Hynes paid you any money or goods on the timber you contracted to him?—A. Yes, sir; I think the amount is \$157.75, which was paid in goods, except \$20 in money. This does not include the order I give Lennon for \$100.

Q. Who got the land described in the minutes you bought of Lennon after your application was rejected?—A. My mother, Julia De Fauld.

Q. Did she receive a certificate for it from Special Agent Wall in January last?—A. Yes, sir; it was a part of the 160 acres for which she received a certificate from Agent Wall in January last.

Q. Who settled your account with Hynes for the goods and money he had advanced on the contract before your application was rejected?—A. My mother. Mr. John Lennon came to our house on the reservation and asked my mother if she was willing to pay Hynes for the money and goods Hynes had paid me, and my mother said yes, and asked how much. I got my book, furnished by Hynes, and the amount was \$157.75, and I told mother the amount, and she told Lennon to write an order for that amount, and he wrote out a paper which he read was to charge my account to mother, or that mother would pay my account to Hynes, and I signed mother's name to it, but did not read the paper. I have since learned that Lennon included in the order \$100 which I was to pay him for the claim.

Q. Did your mother contract the timber on the land after she got the certificate from Agent Wall; if so, to whom?—A. Yes, sir; to Pat Hynes. A short time after she got her certificate from Agent Wall Lennon came to our house, and told mother if she did not have her timber cut he would take the claim and give it to somebody else, and mother give Lennon an order to have it cut.

Q. Was any of the timber cut?—A. Yes, sir; 117,140 feet. The cutting had only begun a short time before the order came from Washington to stop.

Q. Who cut and banked the timber?—A. Pat Hynes had it done.

MAGGIE DE FAULD.

TESTIMONY OF DAVID DOBIE.

Testimony of DAVID DOBIE, taken before United States Indian Inspector T. D. Marcum, at Lac Court Oreille Village, Wis., April 11, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is David Dobie; age, 32 years; residence, Lac Court Oreille Village, Wis.; I am a member of the firm of Dobie & Stratton, United States Indian traders and loggers on Lac Court Oreille Indian Reservation.

Q. How long has your firm been engaged in business on said reservation?—A. Since the summer of 1882.

Q. When was the first logging done on this reservation under the authority of the honorable Commissioner of Indian Affairs?—A. In the winter of 1882-'83.

Q. Who was the agent in charge of the reservation at that time?—A. W. R. Durfee.

Q. Did your firm buy any pine from the Indians on said reservation during the season of 1882-'83?—A. Yes, sir; about 3,000,000 feet.

Q. Did you buy the timber delivered on the bank of a lake or driving stream, or did you bank the timber, paying the Indians a stumpage therefor?—A. We bought the timber banked.

Q. Was the timber banked with Indian or white labor?—A. By Indian labor.

Q. What did you pay per 1,000 feet for the timber banked?—A. From \$5 to \$6 per 1,000 feet.

Q. Did you make advances to the Indian loggers to enable them to bank this timber?—A. Yes, sir.

Q. When the timber was banked and settled for, what per cent. of the price paid therefor had it cost the Indians to bank the timber?—A. The most of them came out in debt; some few had small balances due them.

Q. Which would have been the most profitable to the Indians, to have sold their timber at a fair price per 1,000 feet stumpage or banked it themselves for the price they received?—A. It would have been the most profitable for them to have sold it stumpage.

Q. Were the contracts you made for that logging season approved by Agent Durfee?—A. Yes, sir, late in the season; and we bought some timber from Indians, for which we had made no written contracts.

Q. Did your firm buy any Indian pine on said reservation during the logging season of 1883-'84?—A. Yes, sir; about 14,000,000.

Q. Did you buy it delivered on the bank, as in the former year, or did you pay stumpage and bank it yourselves?—A. We bought it delivered on the bank.

Q. Was the timber cut and banked by Indian labor?—A. By Indian and white labor. The instructions were that white men could be employed as cooks and teamsters and foremen.

Q. Well, were white men employed logging on the reservation in any other capacity than as foremen, cooks, and teamsters?—A. Yes, sir; I think fully half of the logging that year on the reservation was done by white men.

Q. Did Agent Durfee know that these white men were employed logging on the reservation, other than foremen, cooks, and teamsters?—A. Yes, sir.

Q. What did you pay per 1,000 feet for the timber banked on the reservation in 1883-'84?—A. From \$4.50 to \$6 per 1,000 feet.

Q. Were your contracts for Indian pine that year approved by Agent Durfee?—A. Yes, sir.

Q. Did the Indians make more or less logging in 1883-'84 than they did in 1882-'83?—A. I think they done better, fewer of them came out in debt, but none of them had much left after paying their logging expense.

Q. Do you think the amount of white labor employed logging on the reservation in 1883-'84 was detrimental to the interest of the Indian loggers?—A. No, sir; I think it was to the advantage of the Indians to have the white labor.

Q. Did your firm buy logs of the Indians on the reservation during the logging season of 1884-'85?—A. Yes, sir; about 19,000,000 feet.

Q. How did you buy that year; stumpage or delivered on the bank?—
A. Mostly to be banked. We bought about 3,000,000 feet stumpage, for which we paid \$2 per 1,000 feet, or we guaranteed a stumpage.

Q. What did you pay that year for timber banked?—A. Four dollars to \$5.75 per 1,000 feet.

Q. Which was the most profitable to the Indians that year, the \$2 per 1,000 feet stumpage, or the price they received for their timber banked?—A. The price paid for stumpage was the most profitable.

Q. How did the Indians come out financially who banked their timber that year?—A. They came out very poorly; many of them in debt, and but small balances due any of them.

Q. Was the timber that year banked by Indians or white labor?—A. The orders were that none but Indians were to be employed, but there were some white men employed on the reservation by the Indians.

Q. Were your contracts that year approved by Agent Durfee?—A. Yes, sir.

Q. Did your firm buy logs on the reservation in 1885-'86?—A. Yes, sir; about 29,000,000 feet.

Q. Did you buy this timber banked or stumpage?—A. Some banked and some stumpage. We banked that year about 5,000,000 feet, for which we paid a stumpage of from \$2 to \$2.50 per 1,000 feet, and we contracted to bank about 20,000,000 feet for various Indians, which we had bought to be delivered on the bank and guaranteed them a stumpage at prices ranging from \$1.50 to \$2.50 per 1,000 feet. The rate of this stumpage was regulated by the distance the timber had to be hauled, and the expense of making roads and where it had to be banked.

Q. What did the location of banking the timber have to do with the price guaranteed as stumpage for the timber you contracted to bank for the Indians?—A. We had contracted for this timber delivered banked at prices from \$5.50 to \$6 per thousand feet, possibly a small amount for less than \$5 per thousand feet, and the stumpage guaranty was regulated by the price we had agreed to pay for the timber on the bank, and Agent Gregory required, in all cases where timber was banked for the Indians by contractors, that a stumpage should be guaranteed to the Indians owning the timber.

Q. Was that the first year when such a guaranty was required of contractors by the agent in charge of the reservation?—A. Yes, sir.

Q. What kind of labor was employed to log on the reservation in 1885-'86?—A. About one-fourth of the men employed were white and the balance were Indians.

Q. Were all the white men employed that year engaged as cooks, foremen, and teamsters?—A. No, sir.

Q. Did Agent Gregory know that white men were working on the reservation who were not employed as cooks, teamsters, and foremen?—A. I don't know, but the farmer knew it.

Q. Were your contracts that year approved by Agent Gregory?—A. Yes, sir, and have been every year since.

Q. Did you pay the Indians more or less for their timber banked that year than you had paid in 1882-'83, 1883-'84, and 1884-'85?—A. We paid them more that year.

Q. Did you pay more or less per 1000 feet stumpage that year than you had paid in previous years on the reservation?—A. We paid more that year.

Q. Was the timber you bought that year—stumpage—better and more convenient to the places of banking than that bought in the preced-

ing years?—A. The quality was about the same, but it was not as convenient to the landings as the timber we had bought in previous years.

Q. Was the timber you cut and banked for the Indians that year with a guaranty of from \$2.00 to \$2.50 per 1000 feet stumpage more or less convenient to the landings than the timber cut and banked by the Indians in 1882-'83, 1883-'84, and 1884-'85?—A. It was less convenient. The timber cut before 1885-'86 was that most convenient to the lakes and streams.

Q. Did the Indians who cut and banked the timber most convenient to the lakes and streams realize more or less as a net stumpage than those whose timber was cut and banked in 1885-'86 as heretofore stated?—A. They did not get as much; most of them came out in debt.

Q. Was the quality of the timber you bought in 1885-'86 banked on the reservation better than the timber you bought in 1882-'83, 1883-'84, and 1884-'85?—A. It was no better; I think the quality was about the same.

Q. What would have been a fair price per thousand feet stumpage for the timber cut and banked by the Indians on this reservation during the logging seasons of 1882-'83, 1883-'84, and 1884-'85?—A. From \$3 to \$3.50 per thousand feet.

Q. What would be a fair price per thousand feet stumpage for the timber cut and banked on the reservation during the logging seasons of 1885-'86, 1886-'87, and 1887-'88?—A. From \$1.50 to \$3.30 per thousand feet. A great deal of the timber cut in the last three years, in fact the greater part of it, has been hauled from 3 to 6 miles, while the timber cut and banked during the first three logging seasons was from along the banks of the lakes and streams back a distance of 2 miles, not a quarter of it being hauled as much as 2 miles.

Q. Did your firm buy logs of the Indians on this reservation in 1886-'87?—A. Yes, sir; about 55,000,000 feet.

Q. How were they bought; delivered on the bank or stumpage?—A. We guarantied a stumpage on all we bought except in a few cases of half-breeds and squaw-men, who banked their own timber.

Q. What price did you guaranty as stumpage?—A. From \$1.50 to \$3 per thousand feet.

Q. What was the contract price for this timber banked?—A. From \$5 to \$6.50 per thousand feet.

Q. What kind of labor was employed to bank the timber?—A. When we began we employed mostly Indians. In January so many Indians quit and would not work that we had to employ white labor or stop logging, and from then on to the close of the logging season we had and used mostly white labor, employing about 300 white men and all the Indians that would work.

Q. Did Agent Gregory know that you had employed these white men to log on the reservation?—A. Yes, sir.

Q. Could you, or not, have put in these logs without employing this white labor?—A. No, sir; we could not.

Q. Does it cost more, or less, to cut and bank logs with Indian labor than with white labor?—A. It will cost at least 75 cents per thousand feet more to cut and bank timber with Indian labor than it does with white labor.

Q. Who has to lose this 75 cents per 1,000 feet, the Indian who sells the timber or the man that buys it?—A. The Indian who sells the timber is the loser.

Q. What amount would the Indians have received as a net price per 1,000 feet stumpage if they had cut and banked their own timber in

1886-'87, using Indian labor, except cooks, teamsters, and foremen ?—A. On an average I don't think they would have had anything left, and they could not have banked the amount of timber that was put in with Indian labor.

Q. How much timber has your firm bought on the reservation during the logging season of 1887-'88 ?—A. About 53,000,000 feet.

Q. What did you pay per 1,000 feet for this timber banked ?—A. From \$5.50 to \$7.75 per 1,000 feet.

Q. How much of the timber have you had cut and banked by men in your employ ?—A. About 40,000,000 feet.

Q. What guaranty, if any, did the Indians have as to stumpage for the timber you had cut and banked ?—A. They guarantied a stumpage of from \$1.50 to \$3.75 per thousand feet, and in a few cases where the timber was poor and had to be hauled about 6 miles the guaranty for stumpage was \$1.25 per thousand feet. I only remember three cases this year where we have not guarantied a stumpage price to the Indians whose timber we have bought, and these are doing their own logging.

Q. Can you tell me what it cost each year to cut and bank timber on this reservation ?—A. In 1882-'83 it cost the Indians, on an average, as much to bank their timber as they received for it. In 1883-'84 the Indians used some white labor, and the cost of banking was not so great as the year before. The cost was from \$4 to \$6, according to location and distance the timber had to be hauled. The cost in 1883-'84 and 1884-'85 was about the same as in 1882-'83. In 1885-'86 the cost for banking timber ranged from \$3 to \$4 per 1,000 feet. In 1886-'87 it cost from \$3 to \$4.25 per 1,000 feet to bank it, and in 1887-'88 from \$3 to \$5 per 1,000 feet. Only about 1,000,000 feet that will cost \$5 per 1,000 feet, and this is hauled 6 miles and over.

Q. What kind of labor have you used this year logging on the reservation ?—A. Mixed ; Indians and white men ; we have had about 530 men employed, and about 400 of these were white men ; the balance Indians.

Q. Have you at all times, when engaged logging on the reservation, given employment to all the Indians who applied for work ?—A. Yes, sir ; and we have instructed our foreman to pay from \$5 to \$10 per month more for Indian than for white labor.

Q. Why did you do this ?—A. For two reasons. First, to encourage them to work ; second, we could pay them easier than white men, as the Indian would consume his wages in goods and supplies for himself and family, and as a rule we had to pay the white men cash for their labor.

Q. What would it have cost per 1,000 feet to cut and bank the timber cut in 1882-'83 and 1883-'84, using the same proportion of white labor that has been employed on the reservation during the years of 1886-'87 and 1887-'88 ?—A. On an average about \$3 per 1,000 feet.

Q. And did I understand you to say that it cost the Indians from \$5 to \$6 per thousand feet to cut and bank this timber with Indian labor ?—A. Yes, sir ; that is what I stated.

Q. What would it have cost per thousand feet to cut and bank the timber cut and banked on this reservation in 1886-'87 and 1887-'88, with Indian labor, using white men for foremen, cooks, and teamsters ?—A. If no white labor had been employed except as above stated, the cut on the reservation would not have exceeded over 15,000,000, in either year ; and it would have cost as much or more to put the timber on the landings as the contract price paid for it banked, as the timber cut the

last two years had to be hauled much farther than in the previous years.

Q. Has the amount of white labor used in logging on the reservation in the last two years been advantageous or detrimental to the Indians selling the timber?—A. It has been very greatly to their advantage. We have paid them more stumpage because we were allowed to use white labor than we would have paid had we been restricted to Indian labor, except for foremen, cooks, and teamsters.

Q. During the logging season of 1886-'87 did you have a contract with an Indian named Besh-kwe-Min-di-moie for the timber, or any part of the timber, on the N. 1½ of the SE. ¼, section 14, township 39, range 8 W.?—A. No, sir.

Q. Did you cut and remove any timber from said land during the logging season of 1886-'88?—A. Yes, sir; 88,200 feet.

Q. If you did not have a contract for said timber why did you cut and remove it?—A. It was cut by the mistake of one of my foremen, an Indian named John Blanchard, who had charge of the logging camp near where the timber was cut. We had bought the timber on the adjoining land, and, in cutting the timber we had bought, Blanchard accidentally, and without our knowledge or instructions, cut over the line to the extent above stated.

Q. Did the Calligan Bros. cut any of the timber on this same land during 1886-'87?—A. I was told by men that they did; they cut after my men had cut on it.

Q. Who did you pay for this timber?—A. We paid the owner of it \$2.50 per thousand feet stumpage. She said that was what the Calligans paid for the timber they cut.

Q. Did Agent Gregory know that you had cut this timber?—A. I do not know. I never told him. Mr. Rusler, the agency farmer, knew it.

Q. Were any legal proceedings ever instituted by any one against you or your men for this trespass?—A. No, sir.

Q. Do you know of any timber being cut on this reservation on land that had not been allotted?—A. Yes, sir; some was cut this year and last on land that had not been allotted.

Q. By whom was it cut, and how much?—A. Last year, by mistake, one of our loggers cut the timber on an 80 acre tract that had not been patented and the mistake was not known until we had settled for the timber. The land has since been allotted and we agreed to pay the allottee for the timber cut on the land last year and for which we had paid another person. I am informed that one of our foremen this year cut over 100,000 feet on land that has not been allotted, and we will pay the money for this timber to whom the agent may direct. Within the last few days it has been reported that one of our foremen cut some timber on another piece of land that had not been allotted, but the lines will have to be run to settle the controversy and ascertain whether he did or not.

Q. Do you know anything about some timber being cut on this reservation by William A. Rust or men in his employment, or claiming to do so under his contract?—A. Yes, sir.

Q. State what you know about it and when the cutting was done.—A. The cutting was done about fifteen years ago, and I think they cut during three winters; and my understanding is that it was cut by the Smith Brothers, who were employed by Rust.

Q. How much timber was cut during these three winters for Rust?—A. I have been told that 50,000,000 feet was cut; and from the territory cut over, and the number and size of the stumps in the cutting, I think that amount was cut.

Q. Where was this timber cut?—A. Along the banks of the Lac Court Oreille and Chippewa Rivers, on the reservation.

Q. What was this timber worth per 1,000 feet stumpage?—A. It would be worth now \$5 per 1,000 feet, and I suppose at that time worth about \$2 per 1,000 feet. It was fine timber and very convenient to the large rivers, being no risk and but little expense to get it to market.

Q. When do you settle with the Indians for the timber purchased of them?—A. Our final settlements have all been made in the April following the logging, and we usually begin about the 20th of the month.

Q. On these final settlements have all balances due the Indians been paid them in cash?—A. Yes, sir.

Q. At the beginning of the logging seasons of 1886-'87 and 1887-'88, if you had been restricted to use only Indian labor with white foremen, teamsters, and cooks in logging on the reservation, what price stumpage would you have guaranteed the Indians for their logs?—A. I would not have guaranteed any stumpage if such rules had been enforced.

Q. Did or not the Indians work as well during the logging seasons of 1886-'87 and 1887-'88 as they did the first year's logging was done on the reservation?—A. No, sir; and there are fewer of them that will work now than in former years; some of these Indians who worked well the first year's logging was done have sold their pine and have not worked any for three years, and won't work; in fact, but few of them will work only when forced from necessity to do so.

Q. What percentage of the Indians on this reservation who have sold their pine have taken care of and saved their money, when left free to use it as they desire?—A. Not over 10 per cent. of them. A great many of them spend all they sell their timber for before the timber is removed from the landings, and many others who only have small balances due when the timber is banked. Some few save their money.

Q. Did the Indians on this reservation work as well in 1884-'85 and 1885-'86 as they did in 1882-'83 and 1883-'84?—A. No, sir; only a very few who sold their timber in 1882-'83 and 1883-'84 would work in 1884-'85 and 1885-'86. The Indians who done the work here in 1884-'85 and 1885-'86 came from other reservations, with few exceptions.

Q. What was a fair market price for the timber cut and banked on this reservation during the years of 1882-'83, 1883-'84, 1884-'85, banked ready for driving?—A. In 1882-'83, about \$7 per thousand feet. In 1883-'84, about \$7.50, and in 1884-'85, about \$6.50; logs were low in the latter year.

Q. What were the logs worth banked that were cut on the reservation during the logging seasons of 1885-'86, 1886-'87, and 1887-'88?—A. In 1885-'86, about \$6.75 per thousand feet. In 1886-'87, about \$7 per thousand feet, and in 1887-'88, about \$7.50 per thousand feet.

Q. When were your contracts for this year approved by Agent Gregory?—A. Some of them were sent to him in January and some in February last.

Q. When were these contracts made?—A. I think most of them were made with the Indians in September and October last, and were certified to by the farmer during the months of November, December, and January last.

Q. Did you file bonds with each contract sent to the agent for his approval?—A. No, sir; with none of them.

Q. Have you made and executed any bond for all or any of the contracts you have operated this year?—A. No, sir; but have given the required bond in previous years.

Q. Why have you not executed bond or bonds this year?—A. We have been waiting for blanks to be furnished us, which has been done in former years.

Q. Has it been the practice to cut all the merchantable timber on an allotment, or is one-fourth left standing in a compact body?—A. It has all been cut, except in cases where the Indian wanted the one-fourth left.

Q. Are you acquainted with one H. C. Tatum, who in the year of 1886 was granted license as United States Indian trader at this agency?—A. Yes, sir; I met him here once and at Hayward, Wis., several times.

Q. Did you have any conversation with him in regard to the logging on this reservation?—A. I did not, but I heard of a conversation he had with my brother, Malcolm Dobie, who is also my partner.

Q. When did you receive official notice to stop cutting timber on this reservation?—A. On the morning of the 19th of March last.

Q. When did your men quit cutting?—A. Some of the camps were stopped on the 19th and some on the 20th of March.

Q. Why were all not stopped on the 19th?—A. On the morning of the 19th we started our woodsman out with notices to the different foremen to stop, and he could not reach all of them in one day.

Q. Did any of the men employed at your logging camps cut down timber on Sunday, March 18, 1888?—A. No, sir.

Q. Did you buy any timber from an Indian woman named Ne-sa-na-kwa-do-kwe?—A. Yes, sir.

Q. When, and how much?—A. It was logged in the winter of 1884-'85, and I think the amount was 400,010.

Q. What did you pay for this timber?—A. Five dollars and fifty cents per thousand feet, banked.

Q. Who cut and banked the timber?—A. She employed an Indian, whose English name is Vincent Crow, to cut and bank the timber for her.

Q. Did you guaranty her a stumpage of \$2.50 per thousand for this timber?—A. No, sir; nor for no other amount.

Q. Have you paid her in full for the timber at the contract price above stated?—A. Yes, sir; and she owes us over \$266.

Q. When did you pay her?—A. During the winter of 1884-'85 we paid her about \$196, which she drew in money and supplies; and we paid out, as per her order, on the orders of her foreman, Vincent Crow, \$22.40, expenses incurred cutting and banking the timber, and her part of the expense of scaling the timber was a little over \$20.

Q. Did you at any time or under any conditions guaranty or offer to guaranty her stumpage?—A. No, sir.

(Examination continued March 14.)

Q. Did your firm buy any timber from children of Ira R. Isham on this reservation?—A. Yes, sir.

Q. From how many of said children did you buy timber?—A. From five.

Q. What amount of timber did you buy in the aggregate from each?—A. From Delia Isham, 436,460 feet and paid her \$2 per 1,000 feet stumpage, amounting to \$872.92, and 198,250 feet at \$2.25 per 1,000 feet stumpage, amounting to \$446.06; from Mary Isham 522,500, at a stumpage of \$2 per 1,000 feet, amounting to \$1,045; from Carrie Isham 277,160, at a stumpage of \$2 per 1,000, amounting to \$554.32. I contracted for his daughter Emma's timber this year, but did not cut any of it, being

stopped by an order from the Indian Office; I also bought his sons' timber, which he cut and banked, 615,750, at \$5 per thousand feet, amounting to \$3,078.75.

Q. Had any timber been cut on the allotments of either of the girls before you bought their timber?—A. No, sir; not on either that I have cut; some had been cut on Emma's allotment by Bergeron & Gaynor last year.

Q. Have you paid Delia, Mary, and Carrie Isham in full the amounts above stated for their timber?—A. Yes, sir; and have also advanced to Emma on her timber, which we did not get to cut, about \$150.

Q. Has it been the practice to cut Indian pine on this reservation, before the contracts were approved by the Indian Office?—Yes, sir; ever since logging began here.

Q. Where a stumpage price per thousand feet is guaranteed, do you understand that to be the price the Indian is to receive for the timber without regard to what it costs you to bank it?—A. Yes, sir.

Q. To whom did you pay the money for the timber you bought of Delia, Mary, and Carrie Isham?—A. For Delia's timber I paid her order to her father, Ira R. Isham, for \$200, and she got a team of horses at \$425, and the balance to her in cash and merchandise. I paid Carrie's order to her father for \$200, and the balance to her in cash and merchandise. I paid Mary's order to her father for \$200 and cash to her \$566.05, and the balance in merchandise.

Q. Who cut and banked the timber for these girls?—A. Their father and brother.

Q. What did you pay for the cutting and banking of the timber per thousand feet?—A. Three dollars and seventy-five cents per thousand feet, which made a bankage price of \$5.75 per thousand feet.

Q. What year was this timber cut?—A. It was all cut in 1885-'86 except a part of Delia's, which was cut in 1886-'87.

Q. How many Indians reside on this reservation that belong to the Lac Court Oreille band of Chippewas?—A. The census of last year shows 1,148.

Q. How many of these are able-bodied men, capable of doing such labor as required in logging on the reservation?—A. Not more than 150.

Q. Have you at any time refused employment to the Indians on this reservation who came to you for work?—A. I have not; on the contrary, I have tried to hire them to work and could not do so. This winter it was almost impossible to get them to work.

Q. When did you last furnish Agent Gregory with the invoice price of your goods and wares, and a list showing the price at which they were sold?—A. I think we have furnished regularly each month certified copies of our invoices, but have never furnished him or any other agent a price-list showing what the goods were sold at.

Q. What would have been a fair price per 1,000 feet stumpage for the timber on this reservation, beginning with 1882-'83, if the purchaser had not been restricted as to the class of labor to be used in logging it?—A. In 1882-'83 it was worth \$3 per 1,000; in 1883-'84, \$3.50 per 1,000; in 1884-'85, about \$2.75 per 1,000; in 1885-'86, about \$2.75 per 1,000; in 1886-'87, about \$2.75, and in 1887-'88, about \$3 per 1,000.

Q. What would you have guaranteed per thousand feet stumpage for the timber cut in either year, if restricted to use only Indian labor in banking, except white men for foremen, teamsters, and cooks?—A. I would not have guaranteed any stumpage on such conditions or restrictions.

Q. I will get you to tell me the number of allotments you logged on the reservation in 1886-'87, and 1887-'88; the amount of timber cut for each allottee each of these years; the price paid for each lot; the amount that had been advanced thereon before date of final settlement, and the amount due at each final settlement?—A. In answer to your last question I file a statement for each of these years which contains the information asked, the one for 1886-'87 marked DD, and for 1887-'88 marked EE.

Q. By reference to the footings of these statements I find that the amounts paid and the amounts due aggregate more than the total cost of the timber. Will you please explain this discrepancy?—A. Yes, sir. The amounts shown as overdrawn should be deducted from the footings of amounts paid, and that will make the amounts paid and to be paid balance with the total cost.

Q. On an average what percentage do you add to the cost of your goods as a profit to be made on the sale?—A. I think about 33½ per cent.

Q. What would be a fair price per 1,000 feet for the scaling of the timber banked on the reservation this year?—A. Six cents.

Q. What amount of merchantable pine timber is now standing on this reservation?—A. I think from 50,000,000 to 75,000,000.

Q. You have stated that you had some letters that you desired to file, and if you are ready to do so you can file them now.—A. I hand you two letters addressed to F. Holmes, signed by P. H. Calligan, both dated at Washington, D. C., one of March 5, and the other April 6, 1888, which I regard as intended to scare and intimidate the Indian to commit perjury against me to involve me in trouble.

Q. Has the quarter sections on this reservation been subdivided into one-half and one-fourth quarter sections and the lines run and clearly marked?—A. No, sir; the quarter sections have never been subdivided.

Q. How do you ascertain the correct lines of allotments before logging thereon?—A. The lines have been run and marked and the expense charged up to the Indian who owned the land, and I think every Indian who has had land allotted on this reservation has had to pay from \$5 to \$10 for running and marking the division lines, dividing the quarters into eighties or half quarters.

Q. You have stated that you have some correction to make in your testimony in regard to the quantity of timber cut in 1886-'87 and 1887-'88; you can now make it.—A. For the correct amount cut during the years named, I refer to the statements heretofore filed in respect to the logging operations for those years.

DAVID DOBIE.

Recalled by the inspector:

Q. Are the Indians who own pine on the Lac Court Oreille Reservation financially able to log their timber?—A. No, sir; they have no teams or camp and logging outfits, and no money to buy them with, and can not do so on their credit.

Q. Have you at any time sold any of the timber logged on the Lac Court Oreille Reservation to the Superior Lumber Company of Ashland, Wis., or any member thereof?—A. No, sir.

Q. Has the Superior Lumber Company, or any member thereof, any interest, directly or indirectly, in the profits derived from the purchase and sale of any timber that you have bought on said reservation?—A. No, sir; none that I know of.

Q. Has Agent James T. Gregory, or any one for him, any interest, di-

rectly or indirectly, in the profits derived from any logs you have purchased on said reservation?—A. No, sir.

Q. Have you, or any one for you, paid to Agent James T. Gregory, or any one for him, any sum or sums of money or other things of value in consideration of any favors shown or privileges granted you as a trader and logger on the Lac Court Oreille Reservation?—A. No, sir.

Q. Have the Indians received more or less per thousand feet stumpage for the timber logged in the winter of 1887-'88 than they had been paid for timber previously cut?—A. They were paid considerably more for the timber cut last winter, considering the difference in the distance of the haul, than they have received for timber previously, and they have received a larger stumpage price this year than before.

Q. Have you paid more or less per thousand feet for the timber you bought banked on the reservation during the winter of 1887-'88 than you have heretofore paid for the same kind of timber?—A. Yes, sir; on an average, we paid fully \$1 per thousand feet more this year than in any previous year.

DAVID DOBLE.

TESTIMONY OF JOHN BA-BE-DASH.

Testimony of JOHN BA-BE DASH, taken before United States Indian Inspector T. D. Marcum, at Odanah, Bad River Reservation, Wis., May 7, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows (Antoine Denomie, interpreter):

Witness states that he is a member of the band of Chippewa Indians that reside on the Bad River Reservation; that he, with his family, reside on a tract of land that his wife inherited from her father; that the land is located near the junction of Bad and White Rivers; that both of said rivers flow through said land.

Some five or six years ago the Ashland Boom and Canal Company erected a boom across the White River on the land of deponent, which, when filled with logs, causes the water to rise to such height as to overflow the land of deponent, carrying logs and driftwood out on to his meadow, and otherwise damaging his farm; that when the boom is open large numbers of logs are left on his meadow and other land, which are hauled over his meadow and land and put back into the river. That erection and retaining of said boom on his premises is without his consent and contrary to his wishes. Then he complained to Agency Farmer Walker in regard to the damage done deponent's land by the maintaining of said boom, and that said Walker for two years has assessed the damage done his meadow and land at \$5 per year, which was not enough, but he had no way to help himself; that he never mentioned the matter to Agent Gregory or Agent Durtee because he did not think it would do any good. He further states that he is unwilling to have said boom on his premises for the amount of damages he is allowed. He further states that one meadow of about 2 or 3 acres which was set with tame grass has been ruined by the deposits of sand and drift which has killed out the grass.

JOHN BA-BE-DASH (his x mark).

TESTIMONY OF PHILIP BARRETT.

Testimony of PHILIP BARRETT, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Flambeau Reservation, Wis., April 2, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Philip Barrett; age, thirty-one years; residence, Eau Claire, Wis.; occupation, logging.

Q. Have you been employed during the present logging season on this reservation; if so, in what capacity and by whom?—A. Yes, sir; I have had charge of a logging outfit for Henry Leonard.

Q. How much timber has been cut and banked on the reservation by your outfit during this logging season?—A. About 1,700,000 feet.

Q. Did you cut and bank this timber by contract per 1,000 feet, or were you and the men under you employed by the day or month?—A. We were employed to work by the month.

Q. Who scaled the timber you banked?—A. Leroy Whitehead.

Q. How often has Alex. Lowery, the Government scaler, been at the landing where you banked timber since you began work?—A. I have banked timber at three landings. I have seen him at one of my landings five or six times; I think he was at another of my landings once, but I never saw him at the other.

Q. How was it that he (Lowery) was at one so often and not at the other two?—A. He done the scaling at two landings and he had to pass my landings, where I saw him five or six times, passing to get the landings where he done the scaling.

Q. Did you ever see Mr. Lowery on or at the logs at either of your landings scaling or testing the scale of the logs?—A. No, sir; when I saw him he was simply passing by.

Q. Who did the scaling at three landings where you banked timber?—A. Leroy Whitehead.

Q. When did you receive orders to quit cutting down trees on the reservation?—A. On Monday, about noon or a little after, March 26, 1888.

Q. When did you quit cutting down trees?—A. As soon as we received the orders.

Q. From whom did you receive orders to quit cutting down trees?—A. In a letter from C. H. Henry.

Q. Do you know of any men being engaged cutting down trees on this reservation Sunday, March 25, 1888?—A. Only from hearsay.

Q. Well, tell me what you heard about it, and from whom?—A. On last Tuesday or Wednesday I was at one of the landings where Sherman's timber is banked and I asked one of the men at work at the landing when they would finish up, and he replied it would take them a week or more; that they had run four or five saws all day the Sunday before, and thought they had cut down enough timber to run them another week.

Q. What is the average number of trees cut down per day by one saw?—A. Two men with one saw will cut down from thirty-five to forty trees per day.

Q. About how many feet, board measure, will the timber you have cut on this reservation average per tree?—A. I think about 1,000 feet per tree.

Q. Can you give me the name of the man who told you they had cut trees on the Sunday above named?—A. I know him as "Billy," and he works in Boyd's camp or at Boyd's Landing.

Q. Who is Boyd?—A. He is foreman at one of A. M. Sherman's logging camps.

Q. Do you or not leave any of the merchantable pine timber on the tracts of land where you have been logging?—A. No, sir; we cut all the sound timber from 10 inches up in diameter at the small end.

Q. Were you ever instructed to leave on each tract one-fourth of the merchantable timber standing in a compact form?—A. No, sir; my instruction was to cut all the merchantable pine timber on the tracts of land where I worked.

Q. From whom did you receive your instructions?—A. Fred. Leonard.

Q. How many 80-acre tracts of land have you cut on this year?—A. Seven.

Q. Had timber been cut on any of these tracts prior to this logging season?—A. Yes, sir; logging had been done on five of them last year.

Q. Who logged on these claims last year?—A. A. M. Sherman.

Q. Had all the merchantable pine timber been cut clean on that portion of each of these tracts where Sherman logged last year?—A. No, sir; he had culled over the land, cutting only the best timber and that which was most convenient to the main roads.

Q. Did you cut this year any timber on that part of any of these tracts that Sherman's men culled over and left standing last year?—A. Yes, sir; on all five of the tracts where Sherman timbered last year. I cut some they had left standing on their skid-grounds.

Q. Was the timber you cut this year on these five tracts of land as good as that cut therefrom last year by Sherman?—A. No, sir; the timber I cut this year was not as large nor the quality as good as that cut last year by Sherman.

Q. What do you think would have been a fair difference per thousand feet stumpage between the timber cut by Sherman and the timber cut by Henry & Leonard on these five tracts of land?—A. I think the timber cut on these tracts by Sherman was worth 75 cents per thousand feet stumpage more than the timber cut by Henry & Leonard.

Q. What was it worth per thousand feet to cut and bank the timber that has been cut this year from the seven 80-acre tracts on which you have logged?—A. I think about \$3.50 per thousand feet.

Q. What was it worth per thousand feet to have cut and banked the timber cut by Sherman on the five tracts of land above mentioned?—A. About \$3 per thousand feet; I think that is about the cost of cutting and banking the timber cut from these tracts this year.

PHILLIP BARRETT (his x mark).

TESTIMONY OF PETER BEAVER.

Testimony of PETER BEAVER, taken before United States Indian Inspector T. D. Marcum at Cloquet, Minn., April 26, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, states as follows (John Gebiway, interpreter):

Witness says that he is a Chippewa Indian and is a member of the band that resides on the Fond du Lac Reservation, Minn.; that he holds

under patent, dated January 10, 1885, 80 acres of land on said reservation; that some time last fall he sold the timber on his land to Andrew Gowin, who is employed by the Nelsen Lumber Company; that he was to have \$5.50 per 1,000 feet stumpage, or if Gowin cut and banked it he, deponent, was to have \$2.50 per 1,000 feet stumpage; that he agreed to let Gowin cut the timber and take the stumpage at \$2.50 per 1,000 feet; that Gowin had the timber cut and banked to the amount of 648,390 feet, as shown by scale report; that about the time logging began he asked Gowin how much timber was on his land, and that Gowin told him about 600,000 feet, more or less, and that Gowin asked him what he would take for the timber standing, and he replied \$1,500, and Gowin said it was too much and told deponent that he would give him \$1,200 for the timber standing, and after some further talk he agreed to take the \$1,200 for the timber he had sold under his former contract; that he did not give said Gowin the right to cut any more timber than the contract called for, but that the said Gowin has cut or caused to be cut all the merchantable timber on his land; that he has been paid \$1,200 for the three-quarters of his timber sold under his said contract, but he has not been paid for the reserved one-quarter, which is 161,579, which at \$2.50 per 1,000 feet stumpage amounts to \$403.94; that the three-quarters of the timber sold at \$2.50 per 1,000 feet stumpage amounts to more than he was paid for it, but he only wants pay for the one-quarter of the timber cut without contract.

PETER BEAVER.

TESTIMONY OF BE-SHI-QUE-WE-SENSE.

Testimony of BE-SHI-QUE-WE-SENSE, made before United States Indian Inspector T. D. Marcum at Flambeau Village, Lac du Flambeau Reservation, Wis., March 28, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis., Edward Blanchard acting as interpreter.

The witness says he is a Chippewa Indian and resides on this reservation, and that he knows Joseph Allen; that said Allen told him to tell Si-ni-ki-gum that if the latter did not sell Allen his timber he would lose the claim Allen had selected for him, and that Allen would give him (Si-ni-ki-gum) another claim that had no timber on it, and that he went at once and told Si-ni-ki-gum what Allen had said.

TESTIMONY OF ALBERT BARTELL.

Testimony of ALBERT BARTELL, taken before United States Indian Inspector T. D. Marcum at Flambeau Village, Lac du Flambeau Reservation, Wis., April 2, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows, being introduced by Joseph Allen:

Q. State your name, age, residence, and occupation.—A. My name is Albert Bartell; age, thirty-eight years; residence, Lac du Flambeau Reservation; occupation, laborer.

Q. When did you first meet Joseph Allen on this reservation?—A. Two years ago last February.

Q. Did Joseph Allen ever tell you that he was the Government

farmer here or that he was the agent and representative of Agent Gregory on this reservation?—A. No, sir.

Q. Did you ever have a conversation with Joseph Allen on the subject of an agency farmer?—A. Yes, sir.

Q. When was it?—A. In May or June, 1886.

Q. State what Allen said on that occasion?—A. I was at Allen's house and I told him he ought to be showing the Indians how to farm. He said he was not farmer, and did not get any pay for it and had no more to do with it than I did.

Q. Did you have a conversation last summer with Daniel Devine in regard to the claims he had located for his family?—A. Yes, sir.

Q. State what Devine told you in regard to his claims?—A. He said he had selected claims and written to the Secretary of the Interior, and that the answer he got was that he could not get it, that it was reserved as mineral lands.

Cross-examined by INSPECTOR:

Q. What are you doing on this reservation?—A. I have been working here.

Q. How long have you been on the reservation?—A. I have been living here since last summer.

Q. Where did you live before you came here last summer?—A. At Warsaw, Wis.

Q. Did you ever live on this reservation before you came here last summer; if so, when and how long?—A. I was here two months two years ago.

Q. How much of the time have you made this reservation your home in the last ten years?—A. I think altogether about two or three years.

Q. Is your wife a Chippewa Indian?—Yes, sir.

Q. Where did she live when you married her?—A. On the Wisconsin River.

Q. On this reservation?—A. No, sir.

Q. When did you marry her?—A. Last spring.

Q. Where was her home when you married; on the Wisconsin River or on this reservation?—A. On the Wisconsin River.

Q. Where did you live at that time?—A. On the Wisconsin River, off of the reservation.

Q. How long after your marriage until you moved to this reservation?—A. About three or four months.

Q. What time did you locate on the reservation with your wife?—A. Some time in September.

Q. Had your wife lived on this reservation before you married her; if so, when did she leave it?—A. She had lived here, but she had been off the reservation for as much as ten or twelve years.

Q. Is she a member of the Chippewa band of Indians that reside on this reservation?—A. Yes, sir.

Q. Has she ever taken any land in severalty on this reservation?—A. Yes, sir.

Q. When did she do so and how much?—A. Last November or December, and she took 160.

Q. Was it all together?—A. No, sir; two 80-acre tracts.

Q. Why did she take it in two pieces, instead of all together?—A. She got more timber by taking it in two lots.

Q. Who located the land for your wife?—A. I did.

Q. Did any one aid you in making the selection?—A. No, sir.

Q. Has your wife sold or contracted the timber on the land selected for her?—A. Yes, sir; she contracted it.

Q. Who did she contract the timber to?—A. Mr. A. M. Sherman.

Q. Has the land selected been approved by the Department?—A. I don't know.

Q. Has any of the timber been cut?—A. Not that I know of. No time was fixed when it was to be cut.

Q. What was Mr. Sherman to pay your wife per 1,000 feet for the timber on her land?—A. No price was fixed.

Q. Who was present when Devine had the conversation with you above stated?—A. Nobody; we were by ourselves.

Q. Where were you at?—A. Here, near his house.

Q. Why did you go and tell Mr. Allen that he ought to be out showing the Indians how to farm?—A. Because Mr. Isaac Stone had told me during the previous winter that Mr. Allen was the Government farmer, and I thought he was until then.

Q. Have you built a house on the reservation since you came here, or are you living in a house?—A. No, sir; I have not built a house; I am living in a wigwam.

Q. Are you here for the purpose of making this reservation your permanent home?—A. Yes, sir.

Q. Have you any Indian blood in you?—A. None that I know of.

ALBERT BARTELL.

TESTIMONY OF MARY BLAIR.

Testimony of BA-SHAE-O-KWE-IS-KWE, whose English name is MARY BLAIR, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 25, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows (John Gibaway, interpreter):

Witness states that she is a Chippewa Indian, and a member of the band that resides on the Fond du Lac Reservation. That by commission signed by J. T. Gregory, United States Indian Agent, in charge of said reservation, of date October 1, 1886, she is head chief or queen of said band; that some time in the month of May or June, in 1886, she filed with Agent Gregory the description of 80 acres of land on said reservation to be allotted to her, and that in August last she filed with the agency farmer the description of an additional 80 on said reservation to be allotted to her; that on the 23d of January, 1888, she received from Special Agent Tom Wall certificate No. 84, allotting her the lands filed upon as above stated and therein described, making 160 acres.

During last fall, before she received the certificate from the special agent, Pat Hynes tried to induce her to sell him the timber on said land and she refused to do so, and that E. L. Rose, book-keeper for said Hynes, came to her house twice, and requested her to contract her timber to Hynes, and she refused; that she did contract last fall with the C. N. Nelson Lumber Company the timber on the land selected in 1886, but none of said timber was cut by said company. She further states Pat Hynes cut, or caused to be, as shown by scale report, 364,720 feet of timber on the land located by her last August and described in the aforesaid certificate of Special Agent Wall, and that the timber so

cut on her land is credited up to one Angeline St. John, who has no allotment on said reservation; that the cutting of her timber as above stated was did without her consent, and that as soon as she learned that said Hynes was cutting her timber that she, through her father, ordered the cutting to be stopped, but the order or notice was not observed, and that all the merchantable timber on her land has been cut and removed or destroyed by said Hynes or at his instance. She further states that during the logging season of 1886-'87 Patrick Hynes trespassed on her said land and cut and removed her timber to the amount of about 15,000 feet, as estimated by John Gowin, for which she has not been paid.

MARY BLAIR (her x mark.)

TESTIMONY OF LOUIS V. CORBIN.

Testimony of LOUIS V. CORBINE, taken before United States Indian Inspector T. D. Marcum, at Lac Court Oreille Village, Lac Court Oreille Reservation, Wis., April 12, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, states that he is a half-blood Chippewa Indian, and a member of the band that resides on the Lac Court Oreille Reservation, in the State of Wisconsin, and that he resides on said reservation; that some time in the fall of 1872, a council between the Indians and William A. Rust, of Eau Claire, Wis., was held at the house of deponent's father on said reservation; that said Rust then and there proposed to the Indians assembled that he would give them \$50,000 for the pine timber on their reservation, and pay them \$10,000 each year until the timber was paid for, the money to be paid each year to the agent in charge of the reservation, and the first payment to be made before any of the logs were removed from the reservation. Rust told the Indians he had a right to take their pine, and would cut it whether they took the \$50,000 or not. The Indians then agreed to accept the offer of \$50,000, as before stated, and a paper was signed by Rust and the Indians present, which Rust said was the agreement they had made.

He further states that during the three following winters large quantities of timber was cut and removed from said reservation by Rust, or men in his employ, taking the finest of the timber convenient to the Lac Court Oreille and Chippewa Rivers. That for all of this timber only one payment was made, of 75 cents to each Indian in the band, which was paid them by Agent McMahon; that the amount so paid did not aggregate over \$750, as there were not to exceed one thousand Indians in their band; that according to the terms of the agreement they should have received \$30,000 instead of the \$750 that was paid, and that there is still due the Indians for their timber cut under said agreement about \$22,500, and that the timber cut under said agreement was worth a great deal more than \$30,000; that he thinks the money, 75 cents to each Indian, was paid in 1873.

LOUIS V. CORBINE.

TESTIMONY OF H. H. BEASER.

Testimony of H. H. BEASER, taken before United States Indian Inspector T. D. Marcum, at Ashland, Wis., May 11, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeseth as follows :

Q. State your name, age, residence, and occupation ?—A. My name is H. H. Beaser; age, twenty-seven; residence and occupation for the past three years, I have been clerk of the La Pointe Indian Agency.

Q. Were you in charge as acting agent of said agency at any time during the month of March, 1888 ?—A. Yes, sir; from the 8th day of March and during the succeeding thirty days.

Q. Did you at any time during the month of March last, while in charge of said agency, receive an order from the honorable Commissioner of Indian Affairs directing the suspension of the further felling of timber trees on the reservations within said agency; if so, when did you receive it ?—A. Yes, sir; I received, on the 13th day of March, a telegram from the Commissioner to that effect.

Q. Did you issue such orders to the various persons operating on said reservations ?—A. I sent orders to the Government farmers on each reservation directing them to stop the further cutting of timber on their respective reservations.

Q. When did you send such an order to said farmers ?—A. They were written on the 16th day of March.

Q. Why did you delay the execution of the Commissioner's order from the 13th, the date of its receipt, until the 16th of March ?—A. I had received a telegram from the agent directing me to do nothing until he came. The agent was at Hot Springs, Ark., and when I received the Commissioner's telegram on the 13th I notified the agent of it by telegram, and asked him what I should do, and he telegraphed me in reply to do nothing about it until he returned.

Q. Being legally in charge of the agency, why did you telegraph the agent for instructions in respect to issuing an order directed by the Commissioner of Indian Affairs ?—A. When the agent left he told me to take no important action without consulting him before I did so.

Q. After you received the Commissioner's order above referred to did you have a conversation with any of the parties interested in logging on the reservations in which you told them that an order had come to have the cutting stopped ?—A. Yes, sir; I think I told R. H. Jellard, Ed. Brown, Ed. Waters.

Q. Did you, after receiving said order and while acting as agent, tell any of the loggers that they could continue to cut timber until the farmer on the reservation went to the camps and notified them to stop ?—A. I told them, or some of them, that they could cut until they were notified by the farmer to stop.

Q. Have all the contracts received at this office made between loggers and the individual Indians on the reservations where logging was done last winter been approved by the agent and forwarded for the approval of the honorable Commissioner of Indian Affairs ?—A. No, sir.

Q. Will you furnish me with a list of the contracts that have not been forwarded for approval by the Indian Office, giving the name of the contractor and the name of the Indian, and the reservation upon which the latter belongs ?—A. Yes, sir; here is the list marked CCC.

Q. Why have these contracts not been forwarded for the approval

of the honorable Commissioner of Indian Affairs?—A. They had not been approved by the agent until he returned from his recent visit to Washington, and as the timber had been cut and settled for, or the contractors ready to settle, the agent did not think it necessary to send them to the Indian Office.

Q. Have all these contracts been approved by Agent Gregory?—A. Yes, sir; except one made by Antoine Denomie with Joe Way-na-bo-sho.

Q. Have all the contractors that logged on the reservations of this agency during the winter of 1887-'88 filed their contracts with the individual Indians with the agent, and executed the bonds required by regulations?—A. They have all filed their contracts in this office except Andrew Gowan, who logged on the Fond du Lac Reservation. He sent in his contracts and they were returned for informality, and blanks sent him to be made out correctly and signed, but he has never done so. The contracts were returned to him about the 10th of March. The only bonds filed were with the contracts of C. H. Henry, Englund, Thomas & Clark, J. B. Denomie, A. A. Maxim, jr., P. P. Ferguson, Dennis Carroll, and E. J. Waters; all the bonds received except those with the contracts of Carroll and Waters have been sent to the Indian Office.

Q. Give me the names of contractors whose contracts have been approved and no bonds filed?—A. A. M. Sherman and Jos. A. Allen, of the Flambeau Reservation (we have not received the contracts made by J. T. Cosgriff, who is logging on the Flambeau Reservation), Ed. Haskins, Ed. Brown on Bad River Reserve, Pat. Hynes on Fond du Lac Reserve, Dobie & Stratton, and the Valley Lumber Company on the Lac Court Oreille Reserve.

Q. Has it been the custom heretofore to allow contractors to log on the reservations of the agency before their contracts were approved and bonds filed?—A. Yes, sir; ever since the present system was inaugurated in 1882, as shown by the official correspondence of record in the office.

Q. Why were contracts approved by the agent and forwarded for the approval of the Indian Office before the required bonds were filed?—A. It has been the custom to forward the contracts with the request that the Indian Office make out one bond for each contractor in whatever sum the office deemed sufficient.

Q. When was the practice or custom inaugurated?—A. By Agent Durfee, as shown by official correspondence of record in the office, in 1884-'85.

Q. Did you make the issue of annuity supplies to the Indians of the Lac du Flambeau Reservation shown by abstract D, being voucher No. 2, to the agent's property returns for first quarter, 1887, dated March 18, 1887?—A. Yes, sir.

Q. Where was the issue made?—A. At the school-house on the Lac du Flambeau Reservation.

Q. Were the various articles issued in kind and quantity all to the individual Indians as shown by said abstract and vouchers?—A. The kind and quantity of supplies as shown by the abstract were issued, but not to the individual Indians shown thereon. The supplies were issued to the chiefs, being proportioned according to the number of Indians in the various bands.

Q. Did the individual Indians and heads of families whose names appear on said abstract and voucher sign their name by making their mark and acknowledge the receipt of the articles charged to them as

appears on said voucher and abstract?—A. No, sir; none of them did so, except the chiefs, who made the mark for each Indian of their respective bands.

Q. Why were these articles not issued and delivered to the heads of families, as required by the Indian Office regulations?—A. Because the heads of families were not present at the issue.

Q. Were any supplies of any kind issued to Clara Allen, teacher of the Flambeau school, on the occasion of the issue to the Indians above spoken of?—A. Some were left which she was directed to issue to the school children and make quarterly requisitions therefor. I left with her 600 pounds pork, 1,000 pounds flour, about 100 pounds soap, 50 pounds oatmeal, 50 pounds dried apples, 100 yards jeans, 103 yards calico, 114½ yards red flannel, and 100 yards of linsey, 1 chest of tea, 100 pounds beans, and she has issued, as shown by her requisitions, 1,100 pounds flour, 305 pounds pork, 60 pounds beans, 45 pounds oatmeal, 20 pounds dried apples, 77 pounds soap, 15 pounds tea, 100 yards linsey, 83 yards flannel, 34 yards jeans, and 40 yards calico.

Q. Can you tell me the amount of timber cut and scaled on the Bad River Reservation during the winter of 1887-'88?—A. Mr. H. F. Young, the Government scaler, reports 31,399,391 feet cut and scaled.

Q. When was Mr. Young appointed Government scaler?—A. I don't know, but his wages amounted to \$846.04.

H. H. BEASER.

TESTIMONY OF FRANK BLATCHFORD.

Testimony of FRANK BLATCHFORD, taken before United States Indian Inspector T. D. Marcum, at Ashland, Wis., May 4, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Frank Blatchford; age, forty years; residence, Bad River Indian Reservation; occupation, interpreter for La Pointe Indian Agency.

Q. How long have you been interpreter at this agency?—A. I was interpreter nearly two years under Agent Durfee and resigned because the salary was reduced. The salary was raised again, and I was appointed again by Agent Gregory when he took charge of the agency, or on the 1st July, 1885.

Q. Were you ever at the Flambeau Reservation with Agent Gregory?—A. Yes, sir.

Q. Are you a Chippewa Indian?—A. Yes, sir; a member of the Bad River band of Chippewas.

Q. At any time when at the Lac du Flambeau Reservation were you instructed by Agent Gregory to tell the Indians on that reservation that they must, or that he wanted them to, sell their pine to Sherman?—A. No, sir.

Q. Did you ever make such a statement to any of the Indians of the Lac du Flambeau Reservation?—A. No, sir; I did not.

Q. Have you ever signed as interpreter any of the contracts made with the Indians of La Pointe Agency for their pine timber?—A. Yes, sir; I signed some while Durfee was agent and some since Gregory has been agent.

Q. Did you see the Indians sign the contracts that you certified to, and before they did so did you interpret the contract to them and ex-

plain to them its meaning?—A. Yes, sir; and never signed one without doing so.

Q. Were you at the Lac du Flambeau Reservation about a year ago, on an occasion when Agency Clerk Beaser made an issue of annuity goods to the Indians of the Lac du Flambeau Reservation?—A. No, sir; I was detained at home by sickness.

Q. Did you sign the certificate on the voucher covering that issue?—A. I don't remember whether I did or not.

Q. Do you remember, however, that you were not present when the issue was made?—A. Yes, sir; I know I was not there at the time that issue was made.

FRANK BLATCHFORD.

TESTIMONY OF EDWARD BROWN.

Testimony of EDWARD BROWN, taken before United States Indian Inspector T. D. Marcum, at Ashland, Wis., May 12, 1888, in the matter of investigating the affairs of La Pointe.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Edward Brown; age, thirty-six years; residence, Ashland, Wis.; occupation lumberman.

Q. Have you at any time been engaged logging on any of the reservations embraced in the limits of La Pointe Indian Agency, Wis.?—A. Yes, sir; I have logged on the Bad River Reservation for the last three years.

Q. What have you paid per thousand feet for the Indian pine on said reservation?—A. I have paid the Indians a stumpage of from \$2 to \$2.25 per thousand feet, and I had the timber cut and banked.

Q. Have you at any time sold any of the Indian pine logged on said reservation to the Superior Lumber Company, of Ashland, Wis.?—A. No, sir; I have sold all the logs I got each year to D. A. Kennedy.

Q. Is the Superior Lumber Company, or any member thereof, in any way directly or indirectly interested financially in your logging operations on said reservation?—A. No, sir; not at all in anywise.

Q. Did you ever propose to sell any of the logs you purchased from the Indians on the Bad River Reservation to the Superior Lumber Company or any member thereof?—A. Yes, sir; the first year I logged on the reservation I went to Col. John H. Knight and wanted to sell him the logs, and he refused to buy them, stating to me at the time that he did not want to have anything to do with logs cut on the reservation, and that he would not buy any.

Q. Has Agent Gregory now, or at any time had, any interest or share in the profits made or losses incurred in your logging operations on said reservation?—A. No, sir.

Q. Have you ever paid or caused to be paid to Agent Gregory, or any one for him, any sum or sums of money for privileges granted or favors shown you by him as a logger on said reservation?—A. No, sir.

Q. Have you paid the Indians more or less this year for their pine than you paid them in previous years?—A. I have paid them more this year than heretofore.

Q. What are the logs cut on the reservation during the season of 1887-'88 worth per 1,000 feet where banked?—A. About \$6.25 per 1,000 feet.

Q. Are the Indians who own pine on the Bad River Reservation financially able to log their timber?—A. No, sir; they have no teams nor camp and logging outfits and can not get them on their credit.

ED. BROWN.

TESTIMONY OF ISIDORE COOK.

Testimony of ISIDORE COOK, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 5, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is Isidore Cook; age, thirty-seven years; residence, Eau Claire, Wis.; occupation, book-keeper for A. M. Sherman on Lac du Flambeau Indian Reservation, Wis.

Q. How long have you been in the employment of Sherman on the Lac du Flambeau Reservation?—A. Since January 15, 1887.

Q. Do you mark and fix the selling price in goods and supplies sold by said Sherman to the Indians on this reservation?—A. Yes, sir; or the most of them.

Q. What per cent. do you add to the cost of goods and supplies as a profit to be made on the sales?—A. I think they are marked to make on an average a net profit of from 25 to 33 per cent.

Q. What class of goods do you sell that you mark for less than 25 per cent. net profit?—A. Sewing needles is the only article I remember that is sold for less than 25 per cent. net profit.

Q. What are you selling coffee at per pound?—A. Forty cents per pound.

Q. What did the coffee you are selling for 40 cents per pound cost per pound?—A. About 21 cents delivered here.

Q. What do you sell prints at per yard?—A. Ten cents per yard.

Q. Have you or not charged some Indians 12½ cents per yard for prints?—A. Yes, sir.

Q. What did the prints cost that you have sold to the Indians at 10 and 12½ cents per yard?—A. About 7 cents per yard on an average.

Q. What do you charge per pound for rice and hominy?—A. Ten cents per pound for rice and 8 cents per pound for hominy.

Q. What did the rice and hominy cost per pound?—A. Rice, 5¼ to 7¼ cents per pound; hominy, 2½ cents per pound.

Q. What does canned corn cost per can and what do you sell it for per can?—A. It costs, delivered here, 12 cents per can, and is sold for 25 cents per can.

Q. What do brooms cost each, and what are they sold for?—A. About 19 cents each, and are sold for 35 cents.

Q. Is the cost as well as the selling price marked on the goods offered for sale?—A. No, sir; only the selling price.

Q. What do the mitts cost that you sell for 75 cents per pair?—A. Thirty cents per pair.

Q. What have you charged the Indians for silk handkerchiefs that cost \$1 each?—A. Some of them were sold for \$2 each.

Q. What did the shawl cost that was sold Oge ma we gi jig for \$15?—A. It cost \$10.50, with freight to be added, which would make cost here about \$10.65.

Q. What does the sugar you sell for 10 cents per pound cost delivered

here?—A. Invoice price $5\frac{1}{2}$ cents per pound, freight added cost about 8 cents per pound.

Q. What per cent. do you make on the clothing you sell?—A. On an average twice the amount of cost.

Q. What per cent. do you make as profit on shoes sold?—A. About 75 per cent.

Q. How many allotments of land in this reservation did A. M. Sherman operate on during the logging season of 1886-'87?—A. Eighteen.

Q. What was the contract price per thousand feet for the logs banked?—A. The contract price was \$5 per thousand feet banked, except in a few cases it was \$4 per thousand feet for Norway pine.

Q. Who cut and banked this timber?—A. The timber was banked by A. M. Sherman, and the cost of cutting and banking it deducted from the contract price except in three cases, where a stumpage of \$2 per thousand feet for white pine was guaranteed and two of these were guaranteed the same price for Norway.

Q. Give me the names of the Indians to whom this guaranty was given.—A. Wa-she o-kwe, O ma we gi jig, and Ya-qua-cum-e-go-kwe No. 2. The last two named got \$2 for Norway and the \$1 per thousand feet stumpage.

Q. Was the expense of banking each Indian's timber during the logging season of 1886-'87 kept separate?—A. No, sir. The total expense account was divided by the total number of feet banked, and in this way the average cost per thousand feet for banking the timber was ascertained, which was \$3.54 per thousand feet; but on final settlement with the Indians the cost of banking the timber was fixed at \$3.50 per thousand feet.

Q. When was the final settlement made with the Indians for the timber logged in 1886-'87?—A. On June 16, 1887.

Q. Had the timber been removed from where it was banked before the settlement was made, and the balance, if any, due the Indians paid?—A. Yes, sir.

Q. Was all the money due the Indians paid them June 16, 1887, the day the settlements were made?—A. No, sir.

Q. Give me the names of the Indians and the amount due each that were not paid on the day of settlement, as above stated.—A. O-ge-ma-we-gi-jig, \$836.83; Min-dom-e-nis, \$179.88; Pe-Dance, \$340.03; O-ni-Tum, \$609.90; Sop-pe, \$627.11. These amounts were not paid, and left standing to the respective Indian names.

Q. Have the above-named Indians been paid the amounts due them for last year's timber, as above given?—A. Towo-Pe-Dance and Min-dominis have been paid, and O-ge-ma-we-gi-jig has been paid \$763.89 and O-Ni Tum has been paid \$36.25, and the respective balance, as shown, is still due the Indians.

Q. Why were these Indians not paid the money due them at the time of settlement?—A. Pe-Dance and Min-Dom-i-nis were not present. O-Ge-ma-we-gi-jig came with an order for the money of his daughters. O-ni Tum and Sope and he being under the influence of whisky, the agent would not let the money due him or his daughters be paid to him. When the agent left he said to let O-ge-ma-we-gi-jig have a little money as he needed it, but not to pay him until he returned, and to let O-ni-Tum and Sope have what they wanted, and their accounts now stand as above stated.

Q. Did any of the Indians who received the money due them return it to be left to their credit; if so, whom and how much?—A. Pen-de-gas-en-o-kwe left \$400, Tum Ge-ge-to-kwe left \$433.89, and Agi-wasen-

o-kwe left \$300; all of these were women, all of which has since been paid, except amount(?) to Pin-de-ga os en o kwe.

Q. How many 80-acre tracts did Sherman have contracts for the timber thereon this logging season?—A. Forty-two in his own name, and Joseph Allen had twelve contracts that Sherman logged.

Q. How many feet has Sherman cut and banked this season on the reservation?—A. I have not yet received the total scale, but think about 16,000,000 feet.

Q. What kind of labor did Sherman employ to cut and bank timber last year and this year?—A. White men and Indians.

Q. How many white men and how many Indians were employed by Sherman logging on the reservation last logging season?—A. About twenty Indians and eighty white men.

Q. Was any white men employed except for teamsters, cooks, and foremen?—A. Yes, sir.

Q. How many men have been employed by Sherman to log on the reservation this year?—A. About two hundred and twenty five white men and five or six Indians.

Q. By what authority were these white men employed on the reservation to log?—A. I don't know.

Q. Have you ever been asked or requested to sign as a witness any contracts made by and for A. M. Sherman for Indian pine when you had not seen the Indian sign the contract?—A. I have not and never signed one as a witness that I did not see signed by the Indian.

Q. Were all the contracts you have signed as a witness read and interpreted to the Indian signing it in your presence before the same was signed?—A. They were not all read but were explained to the Indian.

Q. Has the expense of logging each particular tract operated on by Sherman this year before kept separate or kept as it was last year?—A. Not kept separate but kept like it was last year.

Q. What is the price specified in the contracts for timber banked this year?—A. Five dollars per 1,000 feet.

Q. Has any of the Indians with whom Sherman has contracted this year a guaranty for any sum as stumpage?—A. Yes, sir; I think about fifteen or twenty have guaranties of \$2 per 1,000 feet stumpage.

Q. What has it cost per 1,000 feet to bank the timber this year?—A. The expense accounts are not all in and I can not tell what it will be.

Q. How many allotments on the reservation has A. M. Sherman logged on during this logging season?—A. Forty-three.

Q. Will you give me the number of feet cut on each allotment, the name of the Indian to whom credited, the price paid for the timber and the amount of cash goods and supplies in the aggregate each has been paid to April 6, 1888?—A. In answer to your last question I file statement marked A A, which contains the information you desire.

Q. When were the contracts under which A. M. Sherman logged this year on this reservation delivered or forwarded to Agent Gregory?—A. They were sent to him in the latter part of the fall and returned for duplicates, and were returned to the agent by mail I think in latter half of February.

Q. Were bonds forwarded to the agent with each contract?—A. They were not sent from here.

Q. Did you ever furnish Agent Gregory with invoice of goods and price list for which they were sold?—A. No, sir.

Q. Is A. M. Sherman a licensed Indian trader on this reservation?—A. He informs me that he is and I know that he had his bond as trader here about a year ago, but I have never seen his licenses.

Q. Is fire-arms, gun, and pistol cartridge, powder and shot sold in Sherman's store to Indians on this reservation?—A. They have been, but have none in stock now, except two shot-guns.

J. Cook.

TESTIMONY OF J. T. CASGRIFF.

Testimony of J. T. CASGRIFF, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation April 7, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeseth as follows:

Q. State your name, age, residence, and occupation.—A. My name is J. T. Casgriff; age, thirty-two years; residence, Chippewa Falls, Wis.; occupation, lumberman.

Q. Have you been logging on the Lac du Flambeau Reservation during this logging season?—A. Yes, sir.

Q. Are you a licensed United States Indian trader on said reservation?—A. Yes, sir; or made application for a license last summer and filed bond with Agent Gregory and he told me it was all right, I could begin business.

Q. Have you since received a license as Indian trader from the honorable Commissioner of Indian Affairs?—A. I have not.

Q. Have you bought any of the Indian pine logged on the reservation this year? If so, how much?—A. Yes, sir; the timber on two allotments from which I have cut banked a little over 1,831,000.

Q. Did you cut and bank this timber or was it cut and banked by the Indians?—A. Cut and banked it.

Q. What did you pay per thousand feet for this timber?—A. Two dollars per thousand feet stumpage.

Q. What did your contracts with the Indians state, that you were to pay per thousand feet for this timber?—A. When I bought the timber I had no blank contracts and entered into a contract to pay \$2 per thousand feet stumpage. I wrote out these contracts, which authorized me to cut and bank the timber, and sent them to the agent, and I have heard nothing of them since.

Q. Did or not Agent Gregory furnish you with blank contracts such as were prescribed by the Indian Office to be used in contracting for Indian pine?—A. He gave me one after I had made the contracts above referred to and I had some printed which I have since used.

Q. Did you forward to Agent Gregory a bond with each contract sent him?—A. No, sir; I had no instructions to do so, and have sent him no bonds, but I am ready to do so if they are required.

Q. Has Agent Gregory ever furnished you a copy of the instructions from the Indian Office in respect to logging Indian pine?—A. No, sir.

Q. Did you contract with the Indians for all the merchantable pine on their allotments?—A. I did.

Q. Were you or not instructed that the Indian could only sell three-fourths of his pine, the remaining one-fourth to be left in a compact body on some part of the allotment?—A. No, sir.

Q. What kind of labor have you employed to log on the reservation this year?—A. I have employed on an average about ten Indians and twenty white men. My foreman was an Indian and he hired all the Indians he could get to work.

Q. How does the timber you have cut on the reservation compare in

quality to the timber cut on the reservation by other loggers?—A. I don't think what I cut is as good as the average is—the timber cut by others.

Q. When did you receive orders to stop cutting timber on this reservation?—A. I received them from the agency farmer about 10 o'clock Saturday night, March 24, 1888.

Q. When did your men stop cutting?—A. In the afternoon, Sunday, March 25.

Q. Did your men cut down timber trees on the reservation on Sunday, March 25?—A. Yes, sir; I think about fifty trees, which I think would make 40,000 feet.

Q. Who instructed the men to cut on Sunday?—A. I told the foremen on Saturday the 24th to have trees cut on Sunday if he could get the men to do so.

Q. Why did you do so?—A. We were short of logs, and used our men when the teams were at work shoveling snow, and I had seen in the press that an order was out to stop the cutting, and I had some timber around my camp that I wanted cut.

Q. Did or not Fred Leonard tell you in Chippewa Falls, Wis., about the 18th of March, that an order was out to have the cutting stopped?—A. Yes, sir; and told me to try and hold Farmer Edwards, who was there with me, ready to take the midnight train en route to the reservation there, so he would miss that train and thus delay the serving of the orders. I told him I would not do it, that I was going to the reservation, and Edwards and I left there on the midnight train and came next day to the reservation; we got to Fifield Monday morning, the 19th of March.

Q. Did you leave Fifield before the morning train arrived from Ashland?—A. Yes, sir.

Q. Did you have any conversation with the agency farmer at Chippewa Falls, or while en route from there to the reservation, in regard to orders being out to stop cutting timber?—A. Yes, sir; and he said he must go back, as he expected he would find the order there when he returned.

Q. Have you ever furnished Agent Gregory with the invoices of goods and the prices at which they are sold to the Indians?—A. I have not.

Q. Do you keep pasted up in your store a price-list, at which you sell goods and supplies to the Indians?—A. No, sir.

Q. Did you ever, directly or indirectly, offer Agency Farmer Edwards money or other valuable considerations to aid you in securing Indian pine on this reservation?—A. No, sir; I never did.

Q. What has it cost per thousand feet to cut and bank your timber on the reservation?—A. I think about \$4 per thousand feet.

Q. What would be a fair market price per thousand feet for the timber now banked on this reservation?—A. I think \$7 per thousand feet.

JOHN T. COSGRIFF.

(Recalled by the inspector.)

Q. What do you consider would be a fair market price per thousand feet stumpage for the timber cut and banked on this reservation during this logging season?—A. About \$2.50 per thousand feet.

JOHN T. COSGRIFF.

TESTIMONY OF ROBERT CRISTIE.

Testimony of ROBERT CRISTIE, taken before United States Indian Inspector T. D. Marcum at Cloquet, Minn., April 23, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is Robert Cristie; age, forty-five years; residence, Dakota Territory; occupation, logging.

Q. Have you been engaged logging on the Fond du Lac Reservation during the past winter and this spring?—A. Yes, sir.

Q. For whom were you logging?—A. I was a subcontractor under O. W. Saunders, who was logging on the reservation for Pat Hynes.

Q. Were you employed by the day or by the thousand feet?—A. I was to have \$3 per thousand feet for the timber I cut and banked, but I understand now that I am to be paid \$3 per thousand feet for what I banked for Hynes, and only \$2.50 per thousand feet for what I banked for the Nelson Lumber Company, the latter having contracted with Saunders to bank their timber bought on the reservation.

Q. How much timber did you cut and bank on the reservation?—A. About 4,627,000, and 300,070 for the Nelson Lumber Company.

Q. Did you cut and haul any logs that were not scaled?—A. Yes, sir; I think about twenty-four or twenty-five hundred logs.

Q. Why were these logs not scaled?—A. The scaler, Mr. Charlie Coleman, claimed that they were culls.

Q. What is the quality of the logs that Coleman refused to scale?—A. As a whole, I think these logs are second-grade timber.

Q. Is such timber as these logs received and scaled up when cut on land outside of the bounds of the reservation?—A. Yes, sir; and they are a great deal better than much of the timber cut outside of the reservation.

Q. About how many feet are in these logs rejected as culls?—A. I think about 500,000 feet of good timber.

Q. Was any logs left cut in the woods that were rejected as culls which would be claimed as second-grade timber or second quality?—A. Yes, sir.

Q. About how much of the class of logs as you think was cut and left in the woods on the lands where you logged?—A. There is a large amount of it; I think as much as 1,000,000 feet.

Q. How long have you been following the logging business?—A. I have been in the business about twenty-seven years logging for myself and as a contractor.

Q. In your logging operations, previous to this winter, has the class of logs rejected, as above stated as culls, been received and scaled up?—A. Yes, sir; and I have put in worse timber than was scaled up as second grade.

Q. What would be a fair price per thousand feet for these logs, rejected as culls, delivered banked ready for driving?—A. From \$4 to \$5 per thousand feet.

Q. Do you know of any one proposing to buy these "culls"?—A. I told the Indians, or some of them, from whose land the logs were cut, that I would buy the culls, but I was notified that I would not be allowed to do so.

Q. Who notified you that you would not be allowed to buy these

culled logs?—A. I had a talk with Pat Hynes about it, and he did not seem to like it. And Saunders came to me afterward, and told me I had better not say anything more about buying the culls, that it was raising such a muss with Hynes. He said that Hynes had asked him if it would make any difference to him (Saunders) if he (Hynes) had me expelled from the reservation, and Saunders told him that it would; that he wanted me to put in certain timber. After that occurrence I said nothing more about it.

Q. If no objection had been made, what would you have been willing to pay per thousand feet for these logs rejected as culls by the scaler?—A. I would have been willing to have paid the Indians \$1 per 1,000 feet stumpage for the culls.

Q. Were the logs rejected as culls branded; if so, with whose brand?—A. They were branded with the same brands that were put on the logs that were received and scaled up. They were marked in the brand of the Cloquet Lumber Company, to whom Hynes sells his logs, banked on Stony Creek, where these culls were hauled.

Q. Did you ever hear any of the Indians object to the branding of these culls with the brand put on the logs that were scaled?—A. Yes, sir; I heard two of them do so, but they did not stop doing so.

Q. Did you log on the land allotted to Mary Drew and her children?—A. I logged on one of the tracts or eighties allotted to Mary Drew.

Q. Did you at any time make an offer to put in the logs on the land of Mary Drew and her children for a fixed price per 1,000 feet?—A. Yes, sir; I told her I would put their timber for \$2.75 per 1,000 feet banked.

Q. What do you think would be a fair price per 1,000 feet stumpage for the class of timber cut and scaled up on the Fond du Lac Reservation during the logging season of 1887-'88?—A. At least \$3 per 1,000 feet. I think it is the clearest and best lot of timber, as a whole, I ever seen cut.

Q. What do you think would be a fair price per 1,000 feet for this timber banked as it is at the various landings on the reservation?—A. I have never logged on this reservation until this year, but such timber where I have logged outside of the reservation would be worth as much as \$10 per 1,000 feet, and I think the class of timber cut this year is worth where banked \$8 per 1,000 feet.

Q. What class of labor did you employ in your logging on the reservation?—A. I had about one hundred white men, and five Indians worked a little while.

Q. Were you instructed to give the preference to Indians who wanted to work?—A. No, sir; I had no instructions as to who I should employ.

Q. How many allotments did you log on this year?—A. Eight or nine eighties.

Q. Were you instructed to leave one-fourth of the timber on each tract standing in a body on a designated part of said allotments?—A. No, sir; my instructions were to cut all the merchantable pine on each tract.

Q. Has the timber been logged as clean and as well on the reservation as it is done on land outside of the reservation?—A. No, sir; it is not cut as close, and there is more wastage in the logging done on this reservation than I have ever seen in logging outside of the reservation.

Q. How will the logs refused as culls on the reservation compare as a whole in quality with the logs now banked near here by the lumber companies of this place, cut from land outside the limits of the reser-

tion?—A. The logs refused as culls will average as well on the whole as the logs cut outside of the reservation and banked near this place.

Q. Who scaled the timber that you banked on the reservation?—A. Charlie Coleman was the scaler employed by Hynes or Shaw; I had Fred Butterfield employed as my scaler.

Q. How did the scaler of Coleman and Butterfield compare on the logs you banked on the reservation?—A. Coleman's scale was about 20 per cent. less than Butterfield's scale.

Q. Was Butterfield a fair and competent scaler?—A. Yes, sir; and had worked at the business for a number of years.

Q. What was the difference in feet between the scale of Coleman and Butterfield on the logs you banked on the reservation?—A. About 1,000,000; Coleman's scale was about 1,000,000 feet less than Butterfield's scale.

Q. From your observation and experience as a logger do you think Coleman's scale was fair and showed the full amount of the timber scaled by him?—A. No, sir; I think the logs he scaled, if fairly measured, would show about 1,000,000 feet more than he measured them for.

Q. Did you ever talk to John McMahan, the Government scaler, about Coleman's scale?—A. Yes, sir; and also about the way the logs were culled; but he did not seem to pay any attention to either.

ROBERT CHRISTIE.

TESTIMONY OF HAMILTON CURRY.

Testimony of HAMILTON CURRY, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 30, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Hamilton Curry; age, fifty-nine years; residence, Cloquet, Minn.; occupation, a justice of the peace for Carlton County, Minn.

Q. Are you acquainted with Mary Drew, a member of the band of Indians that reside on the Fond du Lac Reservation, Minn.?—A. Yes, sir.

Q. Were you present in the office of Pat Hynes in this place, at any time during the year of 1887, when said Mary Drew bought of a man named Bowlin the description of some land on the Fond du Lac Reservation? If so, state what occurred at the time the trade was made.—A. Yes, sir; I was present. Mary Drew came into the office and Bowlin said to her that he had the minutes of five 40-acre selections on the reservation; she replied that she wanted five and he told her that he wanted \$50 apiece for them, or \$250 for the five; she replied that she did not suppose she had to pay for the land, and he said this charge was for his services in locating the claims, and she said she did not know whether the claims were good; that she had not seen the land; and he replied they were good claims; and he told her what each would cut, she hesitated about taking them at the price. Then Rose, Hynes's book-keeper, spoke up and told Bowlin that if she did not want them that he (Rose) had three friends that wanted claims, and that he (Rose) would pay \$100 each for these claims. Bowlin said Mrs. Drew had the privilege of taking them, but if she did not they were for sale to some one else. Mrs. Drew said she did not have the money. Rose and Bowlin both told her if she wanted the claims she could have them and they would charge

the amount to her on her timber account, and she agreed to it and took them.

Q. Did you propose to Susan Mamtoghug or her agent or representative to log her timber on the Fond du Lac Reservation at a fixed price per 1,000 feet for cutting, hauling, and banking said timber. If so, state the price.—A. Her son, Ed. Micheal, offered me \$2.50 per 1,000 feet to bank her timber. I went and looked at the timber and came back and told him I would bank the timber for \$2.50 per 1,000 feet. He was starting away and said that on his return he would make the contract with me at the price stated. On his return he came to me and said Hynes had a crew on the land cutting the timber, and that ended our contract. He told me some time this spring that Hynes had charged his mother \$3 per 1,000 feet for banking the timber.

HAMILTON CURREY.

TESTIMONY OF GEORGE C. CLARK.

Testimony of GEORGE C. CLARK, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 26, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is George C. Clark; age, twenty-nine years; residence, Cloquet, Minn.; occupation, chief engineer for the C. N. Nelson Lumber Company.

Q. Did you contract with the Indians of the Fond du Lac Reservation for any timber to be logged in 1887-'88?—A. I did. I and M. W. McDonnell formed a partnership to buy and bank Indian pine under the firm name of McDonnell & Clark. We made an agreement with C. N. Nelson, of the C. N. Nelson Lumber Company, to take all the timber we would put in, and he agreed to furnish us money and supplies to carry on the work and carry out our contracts and go on our bonds required as contractors. McDonnell made most of the contracts with the Indians at \$5.50 per 1,000 feet for the timber banked or \$2.50 per 1,000 feet and we to cut and bank it. We made some advances on our contracts, which were paid by orders I drew upon the C. N. Nelson Lumber Company. After we began making these contracts Mr. C. N. Nelson informed me that Agent Gregory had notified him that he, the agent, would not approve of the contracts nor allow McDonnell to log on the reservation. We then turned over our contracts to the Nelson Lumber Company and I think the Indians made new contracts with the Nelson Company or with Andrew Gowan, who logged the timber, I think, for the company. We were to pay \$2.50 per 1,000 feet stumpage for all timber that did not have to be hauled over $2\frac{1}{2}$ miles.

GEO. CLARK.

TESTIMONY OF JAMES J. COFFEY.

Testimony of JAMES J. COFFEY, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 30, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows:

Q. State your name, age, residence, and occupation.—A. My name is James J. Coffey; age, twenty-nine years; residence, Moose Lake, Minn.; occupation, telegrapher.

Q. Are you a member of the band of Chippewa Indians that reside on the Fond du Lac Reservation, Minn.?—A. Yes, sir.

Q. Have you had any land allotted to you on said reservation?—A. Yes, sir; my name was on a list of applicants for allotments forwarded by Agent Gregory in October, 1886, which has been approved by the President. At that time I had taken 80 acres, and in January last I received a certificate from Special Agent Wall for an additional 80, making in all 160 acres.

Q. Have you sold the timber on both or either of the eighties above referred to?—A. I sold the timber on my first eighty to Andrew Gowan.

Q. When did you contract the timber to Gowan, and at what price?—A. The contract was made last September at \$5.50 per thousand feet for the timber banked, and I employed him to cut and bank the timber for me at \$3 per thousand feet and the scale report shows 257,280 feet cut and banked.

Q. Was all the merchantable timber cut on said eighty?—A. I don't think it was; some of it was left, but some has been cut and not hauled that is merchantable.

Q. How much merchantable timber was cut and left on the ground?—A. Including trees cut down and not sawed into logs, I think about three hundred logs.

Q. When were you on the land to see these logs?—A. April 29, 1888.

Q. Are all of these three hundred logs good merchantable timber?—A. I think about two hundred are good merchantable timber; the other hundred divided into second and third grade timber.

Q. What reason, if any, did Mr. Gowan give for not banking the timber cut?—A. I have not seen him. I went to his office this morning, but he is absent and won't return for a week, as I was informed.

Q. Were you present at a council held at the Indian village on the Fond du Lac Reserve last September on an occasion when Inspector Thomas was there to investigate certain complaints made by the Indians in respect to the logging operations on said reservation?—A. Yes, sir.

Q. How long was Inspector Thomas engaged hearing the complaints made and taking the testimony offered?—A. Less than one and a half hours. He was not in the village to exceed two hours.

Q. What notice did the Indians have that an inspector was here to investigate such matters as they complained of in respect to logging on the reservation?—A. They had no notice of it until the council was called to order by Agent Gregory, who introduced Inspector Thomas as a man sent from Washington by the Great Father. A few hours before the council met Agent Gregory sent word to the village that he would be there after dinner to hold a council with them.

Q. Did Inspector Thomas, on that occasion, refuse to hear Indians who wanted to make statements to him in respect to the matters he was investigating?—A. Yes, sir; I was requested by the Indians or some of them to help them present their complaints to the inspector, and I endeavored to do so several times, but every time I did he ordered me to stop and replied, "When I want anything from you I will call on you," or words to that effect.

Q. Did you hear any of the Indians request Inspector Thomas to come to the village the next day or to remain one day longer and give them an opportunity to offer testimony from witnesses who were not present on that occasion?—A. Yes, sir; and after he left the village the Indians held a council and appointed a committee to go to Cloquet, $1\frac{1}{2}$ miles distant, where he stopped, and request him to come back the next day and hear their witnesses, but he refused to do so. I was one

of the committee appointed. Inspector Thomas informed the committee that he was through and would leave the next morning. The committee was sent back to him the next morning before he left to again ask him to remain that day, but he refused to do so.

Q. Were the Indians satisfied with the manner in which Inspector Thomas had investigated the matters of which they had complained?—

A. No, sir; they were very much dissatisfied and expressed the opinion that he had made the investigation in the interest of the loggers and without any regard to the interest of the Indians. Some of the Indians who had complaints to make of the manner they had been treated by the loggers said that the investigation was so one sided that they would not make known their complaints, stating as their reason for not doing so that it would do no good.

Q. Who came here with Inspector Thomas on the occasion above referred to?—A. Agent Gregory.

Q. Were you here last winter when Special Agent Wall was here making allotments to the Indians on the Fond du Lac Reservation?—A. Yes, sir.

Q. Did Special Agent Wall go out on the reservation and show the Indians the land that he was allotting to them?—A. No, sir.

JAS. J. COFFEY.

TESTIMONY OF SUSAN CHURCH.

Testimony of SUSAN CHURCH, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 23, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness being duly sworn deposeseth as follows (William Lyons, interpreter):

Witness states that she is a Chippewa Indian and a member of the band that resides on the Fond du Lac Reservation, Minn.; that about one year ago she paid Antoine Naganup, a member of said band of Indians, \$10 to locate her an allotment of 80 acres of land; that about the 7th of June last one E. L. Rose, book-keeper for Patrick Hynes, told witness Hynes wanted to buy her timber and that she would get \$2.50 per 1,000 feet clear; that she agree to sell her timber to Hynes on the terms stated by Rose; that Rose give her a paper to sign and she touched the pen; that Mary Drew acted as interpreter, and on the same Rose paid her \$30 on the contract; that she has received the scaler's report stating that 363,500 feet of timber had been cut from her said 80 acres of land; that according to the entries in her book made by said Rose she is credit with her timber at \$5 per 1,000 feet and charged \$3 per 1,000 feet by Hynes for banking, leaving her only \$2 per 1,000 feet, when the contract was that she was to have \$2.50 per 1,000 feet clear of all charges.

The witness further stated that some time last fall said Rose, in company with one Jack Lennon, came to her home and told her that she was entitled to another allotment of 80 acres, and prepared to sell her a number and description of a selection that Lennon had located on which was lots of good pine, and that they induced her to buy the number selected at a price of \$100, which she did; that they then wanted her to contract the timber on said land to Pat Hynes and that she refused to sell the timber on said land; that she did not receive her certificate for the land when Special Agent Wall was here in January last; that she was told that her papers would be sent to her; that she re-

turned to Rose the description she bought of Lennon, and Rose agreed to have them entered on the books, and Rose give them to Cook, the agency farmer; that at the time she bought the description and number from Rose and Lennon she signed an order on Pat Hynes for \$100 to pay Lennon for the claim.

SUSAN CHURCH (her x mark).

Attest:

WILLIAM LYONS.

TESTIMONY OF JULIUS CADOTTE.

Testimony of JULIUS CADOTTE, taken before United States Indian Inspector T. D. Marcum, at Cloquet, Minn., April 19, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposeth as follows:

Q. State your name and residence.—A. My name is Julius Cadotte; residence on the Fond du Lac Reservation.

Q. Are you a member of the band of Chippewa Indians that reside on the Fond du Lac Reservation?—A. Yes, sir.

Q. Have you had any land allotted to you on said reservation; if so, when and how much?—A. Yes, sir; I got 80 acres a year ago this spring, and in January last Special Agent Wall allotted me 69 acres or gave me a certificate for that amount.

Q. Have you sold the timber on both or either of the tracts of land allotted to you?—A. I sold the timber on the allotment I got last spring to Patrick Hynes.

Q. Has the timber been cut on that allotment?—A. Yes, sir; and also on the last allotment.

Q. Who cut the timber on the land allotted you by Agent Wall?—A. Patrick Hynes had it cut.

Q. Did you sell Hynes the timber on the land allotted you last January by Special Agent Wall?—A. No, sir; he cut it without any contract or authority. I notified Hynes and his contractor not to cut the timber, but they would not stop until the orders come from Washington to stop.

Q. What did Hynes say when you told him to stop cutting your timber on your last allotment?—A. I went to him and told him I understood he was cutting timber on my land over at the railroad, and he replied, "What of it. What do you care so you get your money." And I told him I did not want the timber on that land cut; when I told him I did not want that timber cut, he got mad and said if I did not shut my mouth he would kick my back side, and I went three times to where the timber was being cut and told George Foley, Hynes's foreman, to stop cutting my timber on that land, but he paid no attention to me.

Q. How much timber was cut on your second allotment, on which Hynes had no contract?—A. The scale shows one hundred and twenty-four logs, measuring 31,290 feet, but I counted more stumps on the land than the scaler reports logs cut.

Q. How many stumps did you count on this land of trees that had been cut and converted into logs?—A. We counted two hundred and eight stumps, and the Government scaler, John McMahan, stopped until he could get a surveyor or the agent farmer to go and run the lines.

Q. How much timber do you think Hynes cut on your land without authority or contract?—A. The estimate made by the Government scaler on the stumps we counted was, I think, over 74,000 feet.

Q. When did you contract your timber on the first allotment to Hynes?—A. On the 7th or 8th of June, 1878, and I signed one of the printed contracts. Hynes and Ross told me I had to contract my timber to Hynes or it would not be cut; that Hynes was the only person who had license to buy and cut the Indians' timber.

Q. Did you want to sell your timber to somebody else?—A. Yes, sir; I wanted to sell it to the C. N. Nelson Company.

Q. Why did you want to sell to the C. N. Nelson Company?—A. Because the Nelson Company offered me \$6 per 1,000 feet for my timber and Hynes would not give me but \$5 per thousand feet, and he said I had no right to sell it to anybody else, and I supposed what he (Hynes) and Ross said was true, and signed the contract.

Q. Did you ever sell or agree to let Hynes cut the timber on your land allotted by Agent Wall?—A. No, sir; and I tried to stop them when I found out they were cutting it.

Q. Did you authorize Mr. Hynes to have one or both of your allotments surveyed, or to pay any one for doing so?—A. No, sir.

Q. Did Special Agent Wall show you where the land he allotted you was located?—A. No, sir; no one showed it to me. I got the description from John Gowan, and I filed the description with the farmer before Wall came here. I think I filed the description some time in the fall of 1887.

Q. Did you pay Gowan anything for the description of the land he furnished you?—A. No, sir.

Q. Has any of the timber Hynes cut on your land been removed from the reservation?—A. Yes, sir; all the timber cut on my land allotted in January last, for which he had no contract, has been shipped by railroad out of the State.

Q. Where was it shipped to?—A. To Superior City, Wis.

Q. Were you to receive \$5 per 1,000 feet stumpage, or for the timber banked?—A. Five dollars per 1,000 feet, banked.

Q. Who cut and banked your timber?—A. Hynes did it.

Q. What did you agree to pay him for banking it?—A. I made no contract with him. I wanted to cut and bank it myself, and he said he was going to bank it himself, and I told him he would not; that it was my timber and I was going to cut and bank it, and he said he did not intend to let any of the Indians cut and haul their timber; that he was going to have it done. In February, when I found out he was cutting my timber, I went to him again, and asked him who had to pay for cutting and hauling my timber, and he said I had to do it; and I asked him how much, and he said \$3 per 1,000 feet, and I told him I would not pay it.

Q. How far did your timber have to be hauled?—A. The timber I sold Hynes on Stony Creek had to be hauled from three-quarters to 1 mile. The timber he cut without authority and shipped off by rail was along by the railroad track on the Northern Pacific Railroad, and none was more than one-quarter of a mile from the main track.

Q. What was the timber worth per 1,000 feet stumpage that Hynes cut on your allotment by Northern Pacific Railroad, for which you say he had no contract?—A. From \$4 to \$5 per 1,000 feet.

Q. How many Indians were employed during the logging season of 1888, logging on the Fond du Lac Reservation?—A. I think about twenty-five.

Q. How many Indians are there of the Fond du Lac band that are able to do such labor as required in logging camps?—A. About one hundred and fifty, I should think.

Q. Do you know of any of the Indians of the Fond du Lac band that applied for work and were refused by any of the contractors?—A. Yes, sir.

Q. Who did so, and by whom were they refused?—A. John Livingston, John McCarty, Frank La Duke, Levi Ga Goo, Joe Frank, and myself. We applied to Mr. Saunders, who was a contractor putting in logs for Patrick Hynes.

Q. What reason, if any, did Saunders give for refusing to employ you and those who applied to him for work?—A. He said Indians would not stick to the work, and that he got all of his men from Duluth.

Q. Were the men employed by Saunders white men or Indians?—A. All were white men.

JULIUS CADOTTE.

CCC.—List of pine contracts filed in office of La Pointe Indian Agency, Wis., which have not been forwarded to Washington.

LAC COURT OREILLE RESERVATION.

1. Boni Gauthier, with Charley Bergeron.
2. Ne-ga-na-si-no-kwe, with Charley Bergeron.
3. Be-me-gi-jig, with Valley Lumber Co.
4. Omash-ka-wi-ga-bo, with England, Thomas & Clarke.
5. Sa-gi-gwen-ni-bo, heir of Min-de-moie, deceased, with Dobie & Stratton.
6. May-way-gi-jigo-kwe, Ana goud, Little Batise, Gi-ji-go-kwe, Ni-ga-ni-gi-ji-go-kwe, Bim-we-we-gi-jigo-kwe, and Lo-chi-goh, heirs of Ozha-wash-ka-ge-zhig, deceased, with Dobie & Stratton.
7. Sa-gi-gwen-ne-oe, heir of Be-mo-sadam, deceased, with Dobie & Stratton.
8. Mis-qua-wi-jig, heir of Bo-ni-ash, deceased, with Dobie & Stratton.
9. Ena-wi-ga-bow, heir of Ki-i-wa-binessi, deceased, with Dobie & Stratton.
10. Ma-gi-ji-go-kwe, heir of Nanus, 3d, deceased, with Dobie & Stratton.
11. Charles Force, heir of Celia Kina-bigo-kwe, deceased, with Dobie & Stratton.
12. Oge-me-bi-nin-se-kwe, with Dobie & Stratton.
13. John Ke-wi-ash, with Dobie & Stratton.
14. Ni-jo-bi-nin-se-kwe, with D. F. Carroll.
15. Wim-i-gi-si-kwe, with D. F. Carroll.
16. O-que-gan, 5th, with D. F. Carroll.

BAD RIVER RESERVATION.

1. Susan Twobirds, with E. J. Walters.
2. Charlotte Twobirds, with E. J. Walters.
3. Antoine Dennis, with E. J. Walters.
4. Agatha Butterfield, heir of Madeleine Chingway, deceased, with E. J. Walters.
5. Bo-ne-cosh, with E. Lathrop.

FOND DU LAC RESERVATION.

1. Joe Posey, with Patrick Hynes.
 2. Charles Cadotte, sr., with Patrick Hynes.
 3. Peter J. De Foe, with Patrick Hynes.
 4. Joe Sharette, sr., with Patrick Hynes.
 5. Na-na-gi-chi-ga-mi-kwe, with Patrick Hynes.
 6. William Ruttle, with Patrick Hynes.
 7. Joe Frank, with Patrick Hynes.
 8. Charles January, with Patrick Hynes.
 9. Mrs. J. Papio, with Patrick Hynes.
 10. Julius Cadotte, with Patrick Hynes.
 11. Charlotte Cadotte, with P. Hynes.
 12. John Wa-ba-no, with Patrick Hynes.
 13. Lizzie Dubrey, with Patrick Hynes.
 14. Mary Petite, with Patrick Hynes.
 15. Susette Schatlin, with Patrick Hynes.
 16. Elizabeth Church, with P. Hynes.
 17. Joe Martin, with Patrick Hynes.
 18. Joe Montray, with Patrick Hynes.
 19. Kwe-sance, with Patrick Hynes.
 20. David Ruttle, with Patrick Hynes.
 21. Ben Cadotte, with Patrick Hynes.
 22. Louise Winibosho, with P. Hynes.
 23. Mino-gi-ji-gweb, with Patrick Hynes.
 24. Virginia Na-ga-nab, with P. Hynes.
 25. Peter Rabideaux, with Patrick Hynes.
 26. Ki-ta-ka-bison, with Patrick Hynes.
 27. Julia Beargrease, with P. Hynes.
 28. Eliza Martell, with Patrick Hynes.
 29. Kate Dubrey, with Patrick Hynes.
 30. Susette De Foe, with Patrick Hynes.
 31. Eustace Laundry, with P. Hynes.
 32. Mrs. F. Levearsh, with Patrick Hynes.
 33. Maggie Pe-mo-se-kwe, with Patrick Hynes.
 34. Emma Fregeau, with Patrick Hynes.
 35. Louis Petite, with Patrick Hynes.
 36. Mrs. L. Dubrey, with Patrick Hynes.
 37. Mrs. J. Baptiste, with Patrick Hynes.
 38. Susette Schotlin, with Patrick Hynes.
 39. Therese Gouge, with Patrick Hynes.
 40. Mary Drew, with Patrick Hynes.
 41. Jake Ruttle, with Patrick Hynes.
 42. Mary Ruttle, with Patrick Hynes.
 43. Mary Rabideaux, with Patrick Hynes.
 44. Augustus Cadotte, with P. Hynes.
- Total, 67.

TESTIMONY OF W. D. CLARK.

Testimony of W. D. CLARK, taken before United States Indian Inspector T. D. Marcum, at Ashland, Wis., May 12, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows :

Q. State your name, age, residence, and occupation.—A. My name is Willing D. Clark; age, forty-two years; reside at Ashland, Wis., and am book-keeper for the Superior Lumber Company and Mr. D. A. Kennedy.

Q. How long have you been book-keeper for the Superior Lumber Company and Mr. Kennedy?—A. For the Superior Lumber Company since January, 1885, and I commenced on Mr. Kennedy's work in the fall of 1885.

Q. Do you know of any timber being purchased by the Superior Lumber Company that was logged on either of the reservations embraced in the La Pointe Agency?—A. No, sir.

Q. Is the log account kept in such a manner so you can tell from whence comes each lot of logs that are purchased?—A. Yes, sir.

Q. During the time that you have been book-keeper for said company, has any timber logged from either of said reservations been manufactured into lumber by the mills of the Superior Lumber Company?—A. Yes, sir; one lot of 1,422,782 was sawed for D. A. Kennedy, for which he paid the company \$2.50 for sawing.

Q. Do you know of any contract or agreement made between Mr. Kennedy and the Superior Lumber Company for the doing of this sawing prior to the time it was done?—A. I do not.

Q. Are you not the custodian of all the contracts made between the Superior Lumber Company and outside parties?—A. They are placed in the company's safe, and I have access to them.

Q. Is the lumber above referred to the only lot you know of that was sawed from logs cut on the reservation?—A. Yes, sir; the only lot. And I know that it is the only lot that has been sawed by the mills since I have been in the company's employ.

Q. Examine letter-book 5, correspondence of the Superior Lumber Company, and tell me what you know about a letter which will be found on page 40, of said book?—A. At that time I had not done much work for Mr. Kennedy, and did not know much about his work. He came to me with some papers and asked me if I would write a letter for him to N. E. Pero, and he showed me the contract made with the Indian, which was made in the Superior Lumber Company's name instead of his, and asked me to write to Mr. Pero, instructing him to make the change. He did not stop to see me write the letter. I wrote the letter and signed it "Superior Lumber Company" and copied it into the company's book.

Q. Do you know whether the Superior Lumber Company had any interest in the business matters referred to in that letter?—A. I know they did not.

Q. Examine page 117 of said book and tell me what you know about a letter on said page?—A. This letter was written on a caligraph, and while I do not know anything about it, I presume it must have been written by John Stuber, who worked in the office at that time as stenographer.

Q. Did the letter referred to have anything to do with the Superior

Lumber Company?—A. No, sir. This letter relates to a remittance of \$50 made by Mr. Kennedy, to be paid an Indian on Mr. Kennedy's contract for timber. The money was sent by express to Mr. N. E. Pero. I know that the money was Mr. Kennedy's because I took it to the express office and took the receipt in Mr. Kennedy's name.

Q. Do you know of any interest that the Superior Lumber Company or any member thereof has in the purchase and sale of any logs cut upon either of the reservations within the limits of this agency?—A. I do not.

Q. Are you paid by Mr. Kennedy for services that you render him as book-keeper and for transacting his private business for him?—A. Yes, sir.

Q. Have you the consent of the company to do this work for Mr. Kennedy?—A. I had the consent of the secretary and treasurer, Colonel Knight, provided I did not neglect the work of the company.

W. D. CLARK.

TESTIMONY OF AH-KE-WAIN-ZIE.

Testimony of AH-KE-WAIN-ZIE, taken before United States Indian inspector, at Lac Court Village, Lac Court Oreille Reservation, Wis., April 11, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness, being duly sworn, deposes as follows (John La Fave, interpreter):

The witness states that he is about seventy years old, and that he is head chief of the Chippewa band of Indians, residing on the Lac Court Oreille Reservation, in the State of Wisconsin; that in the year of 1872 he and the other chiefs and headmen of said band met and entered into a contract with William A. Rust, a man named Smith, granting said Rust and Smith the right to cut and remove pine timber from said reservation for a period of five years. In consideration of which said Rust and Smith were to pay to the Indians on said reservation the sum of \$10,000 per year, during the existence of said contract, the money to be paid to the agent in charge of said reservation and by him to be disbursed equally per capita among the Indians on said reservation. That under this agreement said Rust and Smith operated logging on said reservation for three years, cutting and removing a large quantity of pine each of said years, but failed to comply with their contract for the payment of the \$10,000 per year as above stated, making but one payment of 75 cents to each Indian of said band, which numbered about nine hundred persons, aggregating a payment of about \$675 for all the timber they cut on said reservation. That under the agreement and conditions of said contract the sum due the Indians on said reservation was \$30,000, leaving a balance due them on said contract the sum of \$29,325, no part of which has ever been paid to said Indians within the knowledge of this deponent; that he does not know what became of the copy of the contract delivered to said Indians.

AH-KE-WAIN-ZIE (his x mark).

TESTIMONY OF JOSEPH ALLEN.

Testimony of JOSEPH ALLEN, taken before United States Indian Inspector T. D. Marcum, at Flambeau Village, Lac du Flambeau Reservation, Wis., April 3, 1888, in the matter of investigating the affairs of La Pointe Agency, Wis.

The witness being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Joseph Allen; age, thirty-six; residence, Flambeau: on Lac du Flambeau Reservation, Wis.; occupation, I am in the employment of A. M. Sherman, who is logging on said reservation.

Q. How long have you resided on said reservation, and how long have you been in the employment of said Sherman?—A. I came here in November, 1885, and have been in the employment of Sherman since the 1st of December, 1885, except six weeks last spring.

Q. Were you employed by Sherman to work on this reservation the 1st of December, 1885?—A. Partly on the reservation and partly off of the reservation.

Q. What were you employed to do on the reservation in 1885?—A. To look over the timber on the reservation and make estimates.

Q. At that time was Sherman or any one else engaged logging on this reservation?—A. No, sir.

Q. At the time you were employed by Sherman to work on this reservation, had any of the Indians on said reservation taken allotments of land?—A. Not to my knowledge.

Q. When were the first allotments taken, to your knowledge, by any of the Indians on this reservation?—A. I think in June, 1886.

Q. Who made the selections of the land taken by the Indians in June, 1886?—A. Myself and Isaac Stone.

Q. By what authority did you and Stone do this work?—A. None, except from the Indians.

Q. Were you paid for the service rendered in locating their lands; if so, by whom?—A. Yes, sir; I was paid by A. M. Sherman.

Q. How many allotments did you locate in the summer of 1886 that were approved by the Department?—A. I think Stone and I located twenty-two.

Q. Has any of the timber been cut on the land located by you and Stone for the Indians in 1886?—A. Yes, sir.

Q. Who cut and banked the timber cut on this land?—A. I think Sherman logged on six of the tracts in the winter of 1886-'87, and C. H. Henry on four, the remaining twelve were not logged on that year to my knowledge.

Q. What has been your principal occupation on this reservation while in the employment of A. M. Sherman?—A. To aid the Indians in making selections and locating their lands and make contracts with them for their timber.

Q. Did you or not represent to Isaac Stone, Daniel Devine, and Indians on this reservation that you had been sent here as Government farmer?—A. No, sir.

Q. Did you ever tell any one that you were Government farmer for this reservation?—A. No, sir.

Q. Are you acquainted with Eugene A. Martin, sheriff of Price County, Wis.?—A. Yes, sir.

Q. Did you or not tell Eugene A. Martin, in Fifield, Wis., when on

your way to this reservation, that you were Government farmer for this reservation?—A. I did not.

Q. Did you see Mr. Martin at Fifield as you came to this reservation, and had you a conversation with him?—A. Yes, sir.

Q. Do you remember of meeting him in a store and calling him out for a talk?—A. Yes, sir.

Q. Now, did you or not tell him on that occasion that you were coming to this reservation as Government farmer?—A. No, sir; I remember that I told him that I had got married since I had seen him, and my wife had got the appointment as teacher, and we were going up to take Cadden's place.

Q. Who was Cadden, and what place did he have on the reservation?—A. He or his wife, one or the other, had been teaching the school here on the reservation, as I had been informed.

Q. How long have you known Eugene A. Martin, and where did you live when you first became acquainted him?—A. I have known him for fourteen or fifteen years, and got acquainted with him in Winnebago County, Wis.

Q. Did you ever work with Martin on Wolf River in Wisconsin?—A. Yes, sir.

Q. Who furnished you the maps or plat of this reservation to aid you in locating land for Indians?—A. I was furnished one by A. M. Sherman, and I have got some that belong to Isaac Stone.

Q. How did you get Stone's map or plats?—A. He gave them to me to look at, and I have had Coleman's map or plat.

Q. In locating these lands did you select them on application from the Indians, or did you at times go to Indians and tell them you had made selections for them?—A. I have went to Indian women and told them I had made selections for them, and if they wanted them I would put their names on the list and tell the agent about their circumstances when he came, and they told me to do so.

Q. Did you put their names on the list and report them to the agent?—A. Yes, sir.

Q. Did the agent approve and forward their names for allotment?—A. He took them and held a council with the Indians, and read the list to them, and I think the lands selected were subsequently allotted to these women.

Q. Did you ever make a contract with an Indian named We-she-she-og for the timber on his allotment on this reservation?—A. Yes, sir.

Q. When and where did you do so, and for whom was the contract made?—A. It was made in the summer of 1887 at my house, and was made for A. M. Sherman.

Q. Who was present when the contract was signed?—A. Myself, Isidore Cook, and perhaps my wife.

Q. Were the conditions and nature of the contract read and explained to him before he signed it?—A. Yes, sir.

Q. Who read and interpreted the contract to We-she-she-og?—A. His son and myself.

Q. What price was he to receive per 1,000 feet for the timber?—A. The contract read \$5 per 1,000 delivered on the bank.

Q. Was any guaranty made or given that he should receive a given sum per 1,000 feet as stumpage?—A. I told him he would receive in the neighborhood of \$2 per 1,000 feet stumpage.

Q. How many contracts have you made for A. M. Sherman for Indian timber since you began operating for him on this reservation?—A. I

can not state the number, but I have made most of his contracts for Indian timber.

Q. Has any guaranty been given any Indian with whom you have made contracts that he should receive a stated price as stumpage?—A. No written guaranty; it was usually figured to allow them \$2 per 1,000 stumpage on this year's cut.

Q. Did you ever show or exhibit to any one a letter or paper purporting to be a letter from the Indian Office, or the agent in charge of this agency, appointing you Government farmer for this reservation?—A. No, sir; I did not.

Q. Did you ever tell any one that you had been appointed agency farmer for this reservation, but had declined to accept the place and qualify?—A. No, sir; I did not.

(Examination continued by inspector, April 4.)

Q. When was your wife appointed teacher of the Indian school on this reservation?—A. In November, 1885.

Q. By whom was she appointed?—A. Agent Gregory.

Q. Did you have permission to come and operate on this reservation, as above stated, in 1885; if so, from whom?—A. No, sir; I came here with my wife, who had been appointed teacher, as before stated.

Q. How long had you been acquainted with Agent Gregory prior to November, 1885?—A. I met him first in June or July, 1885.

Q. Was the appointment of your wife as teacher made upon written application and indorsements or upon personal application?—A. I applied to him for the appointment for her and he subsequently gave it to her.

Q. Do you know of any timber being cut on this reservation on land held in common by the Indians of this reservation?—A. Yes, sir.

Q. When and by whom was this timber cut?—A. Some by men in the employment of A. M. Sherman, and some by men in the employment of Dan Donneland, and the cutting was done in the logging season of 1886-'87.

Q. Under whose orders was timber cut?—A. I don't know.

Q. How much timber was cut by Sherman's men during the logging season of 1886-'87 on land held in common by the Indians on this reservation?—A. About 500,000 feet is all that I know of.

Q. How much was so cut by Donneland's men?—A. I don't know, but don't think they cut as much of such timber as Sherman's men did.

Q. Do you know of any timber being cut during the logging season of 1887-'88 on land in this reservation that is held in common by the Indians?—A. Yes, sir.

Q. How much, and by whom was this timber cut?—A. I think about 25,000 feet was cut by Sherman's men on land that had not been allotted.

Q. Did you ever propose and agree with Fred Leonard to divide a certain 80-acre tract of land on this reservation, and that you would cut, or have cut, the timber on one-half of it, and that Leonard cut the other half and say nothing about it?—A. Such an agreement was made, but I think he made the proposition. My recollection of the conversation we had on that occasion is this: He came and told me that an Indian on section 2, a part of whose timber C. H. Henry had cut last year, owed them (Henry & Leonard) a bill, and did not have enough timber left to pay them, and there was a bunch of timber in section 3, adjoining this Indian's timber, and that he thought he would see the agent

and get him to let this Indian have the timber in section 3 as an additional eighty so he could cut enough off of it to get even with the Indian. I told him that the Indian had no family, and I did not think he was entitled to an additional allotment. He replied, "Your folks cut over the lines last year," and I said, "Yes, we did, but did not steal the timber, but credited it to the eighty adjoining it that were poorly, timbered and most of them were women." He asked me if a woman by the name of Wodis-Kwad had located or selected the land on which the timber we were talking about was on, and I told him no; that I had located her claim in another township. We had some conversation to the effect that if this bunch of timber was not cut it would probably be destroyed by fires. Leonard then said, "It would be a good chance to spring out here," which meant would be a good place to close out on in the spring, and I said "If we do cut it we must not steal it, but give some old woman who has a poor claim credit for it," and he said "All right;" and Leonard called his foreman and we three got into Leonard's sleigh and drove out to the land. A logging road had been cut through it. Leonard had a camp on the land on the west side, and Sherman a camp on the land on the north side of it; and Leonard said, after we got on to the land, "If you take the timber between this road and your camp," meaning Sherman's camp, "you will have the most of it." And I said "That's all right; it is handier to us." And he said, "All right," and he told his foreman to cut the timber on the land between the road and his camp, and said to him, "You understand?" and the foreman said, "Yes." And he was very particular that the matter should be very confidential between him and I. Some four or six weeks afterwards I wrote a letter to Devine, the foreman of Sherman's camp referred to, and told him to be careful not to cut over the lines, and especially on this timber which was in front of his camp; that I thought Henry & Leonard were setting a trap to catch us.

Q. What was the name of Leonard's foreman, who was with you and Leonard as above stated?—A. Frank Place.

Q. After this arrangement was made with Leonard, before you wrote Devine the letter, had you disclosed to any one the arrangement made concerning this timber?—A. No, sir.

Q. Had you talked to Devine about it before you wrote him the letter?—A. Yes, sir; the same day I was there with Leonard. On that day I told Devine to cut the timber and say nothing about it, but that we would not steal it, but give some woman credit for it. I also asked the agent about cutting some of it, and told him the trees were so close to our camp that they were liable to blow down and kill somebody or some stock, and he said we could cut a few trees that put our camp in danger, but no more, and to keep track of the *scales*(?); but I don't think any was cut by our camp or Leonard's.

Q. Why was your camp located so near this timber?—A. Because it was convenient to water for the camp and stock.

Q. When did this conversation and agreement between you and Leonard take place?—A. About the 1st of January last.

Q. Have you contracted for any Indian pine on this reservation, except that bought for Sherman?—A. I bought some for myself.

Q. When, and how much?—A. I think I bought the timber on twelve claims, one of which was given to Henry & Leonard, after I had cut about 141,000 on it.

Q. Were these contracts made in your name?—A. Yes, sir.

Q. Have these contracts been forwarded to Agent Gregory; if so, when?—A. Yes, sir; some time in February last.

Q. Did you forward a bond with each contract as required?—A. No, sir; I forward no bonds.

Q. Have you executed any bonds, as required, covering all or either of these contracts?—A. No, sir.

Q. Has any logging been done on all or any of the tracts of land described in these contracts?—A. Logging has been done on all, except two or three.

Q. Who has conducted the logging of the pine contracted for in your own name?—A. Sherman & Herrick.

Q. Did you employ Sherman & Herrick to do this logging?—A. I sold the claims or contracts to Sherman & Herrick for, I think, a profit of \$1,100. Afterward I had a conversation with Sherman and told him I did not think they had paid me enough for the contracts, and he said if they turned out all right he would do better by me, or would do me all right, or something to that effect.

Q. What was the contract price specified in these contracts that the Indians were to receive for the timber on the bank?—A. Five dollars per thousand feet, and I verbally agreed with them that they should have as much as \$2 per thousand feet stumpage, and more if the cost of banking the timber would admit of it.

Q. How far was the timber above referred to to haul?—A. On an average, I think, about 2 to 2½ miles.

Q. Who was foreman of the camps that cut this timber?—A. John Devine.

Q. Is the two lots above referred to the only timber you know of being cut from land that was held in common by the Indians when the cutting was done?—A. That's all that I remember.

Q. To whose claim was the lot of 500,000 feet first mentioned as cut on land that had not been allotted credited to?—A. A part of it was credited to the claim of Mi-No-Gi-Ji-Guk, and a part of it to Wa-Se-Kwa-Ka-Mi-Go-Kwe, and part to Pi-den-se.

Q. When was this timber cut?—A. During the logging season of 1886-'87.

Q. Did you contract with Ke-be-chi-gi-jig for the timber on his allotment?—A. Yes, sir.

Q. When did you make the contract?—A. It was made in November or December, 1886.

Q. Did you subsequently contract with him for the pine timber on an allotment made to him in his English name as "Charlie Starr?—A. Yes, sir; contracted for that last summer.

Q. Who delivered to Agent Gregory the list of lands located by the Indians for allotments on which appeared the name of Charlie Starr?—A. I did; and the agent read off the names on the list to the Indians in council.

Q. When was that done?—A. In the early part of last summer.

Q. Did you, at any time, tell Charlie Starr that he could take an allotment in his English name and let the one taken in his Indian name go by?—A. No, sir.

Q. Do you know of any other Indian on this reservation who has received two allotments of each in a different name?—A. No, sir.

Q. You say you want to make some corrections in your statement relative to the sale of your contracts to Sherman & Herrick. Now state the correction you desire to make.—A. I did not mean to say that I had sold my entire interest in the contracts. I did receive the money as stated. I sold Sherman & Herrick a two-third interest in the contracts

for \$1,100, retaining one third interest, and they agreed to bank the logs, and we three were to share equally in the profits.

Q. Who furnished you with the list of the allotments made to Indians on this reservation which you now have?—A. Agent Gregory. I asked him to do so last summer.

Q. Were you present at the issue of annuity goods and supplies made to the Indians on this reservation?—A. Yes, sir; about half the time.

Q. Who made the issue of these goods to the Indians?—A. Agency Clerks Beaser and Rodman.

Q. What did they issue to the Indians?—A. Pork, flour, and blankets; and some calico, flannel, and jeans were left for the school children.

Q. How much calico, flannel, and jeans was left for the school children?—A. I don't know; my wife had charge of it.

Q. Do you know what became of the calico, flannel, and jeans left with your wife?—A. Some of it was given to the children and some to their fathers, and I think some of it is still at my house.

Q. When was that issue made?—A. About one year ago.

Q. Well, describe to me how the goods and supplies were issued to the Indians on that occasion.—A. The goods issued were divided up between the different chiefs according to the number of Indians in each chief's band, and the chiefs took the goods for their respective bands and divided them out among the Indians, in the way I understood it was done. I saw the goods divided into different piles and the chiefs had them in charge, but did not see them giving the goods out to the Indians; some of them were quarreling that one had received more than the other.

Q. Did you see the heads of families or the chiefs sign a receipt, roll, or voucher for the supplies issued to them on that occasion?—A. No, sir.

Q. Was all the pork, flour, and tea that was brought here for issue divided out among the Indians at that time?—A. No, sir.

Q. What disposition did the clerks make of the supplies that were not delivered to the Indians?—A. It was left at my house to be used in paying for digging a well, and any work necessary to be done about the place.

Q. How much pork, flour, and tea was left at your house as above stated?—A. I think two barrels of pork, one chest of tea, and four or five hundred pounds of flour.

Q. What was done with this pork, tea, and flour?—A. Some was given to Indians, and some pork and flour was given to one of the chiefs—Ogi-ma-wi-gi-jig—and the balance was given away to Indians a few days ago.

Q. Was any of this pork, flour, and tea used to pay for any work done about or on the school-house premises?—A. Yes, sir; some was used in paying part for the building of a wood-shed, and some was used to pay for cutting fire-wood, and I used some of it to pay Gevar, a squaw man, for helping build a chicken-coop.

Q. Do you know where the claim or allotment of Bin-de-go-as-i-no-kwe is located?—A. Yes, sir; it is the north $\frac{1}{2}$ NW. $\frac{1}{4}$, section 30, township 41, range 5 east.

Q. When and by whom was the timber cut on that allotment?—A. It was cut this winter by A. M. Sherman.

Q. Was any of the timber cut on the above allotment last year?—A. No, sir; not to my knowledge.

Q. Was or not timber cut last year on lands held in common by the In-

dians on this reservation and then credited to Bin-se-gi-as-i-no-kwe?—A. Yes, sir.

Q. Where was the land located from which the timber was cut last year and credited to the account of Bin-de-gi-as-i-no-jig?—A. The north $\frac{1}{2}$ NW. $\frac{1}{2}$ section 31, township 41, range 5 east.

Q. How much timber was cut as above stated?—A. Two hundred and twenty thousand seven hundred and four feet white pine, and 401,991 feet Norway, for which she was paid stumpage \$1.50 per thousand feet for white pine, and \$1 per thousand feet for Norway.

Q. Did you ever ask or apply to Agent Gregory or the honorable Commissioner of Indian Affairs for the place as farmer for this reservation?—A. No, sir.

CLOQUET, MINN., April 18, 1888.

Advanced on contracts, timber not cut.

Brown, Elizabeth.....	\$15. 00
Belair, Frank.....	250. 33
Bedwagishig, Peter.....	103. 53
Chatlin, Peter.....	35. 00
Cadotte, August.....	134. 50
Charloux, Maggie.....	49. 00
Charloux, Andrew.....	10. 00
Duquette, Frank.....	42. 15
Fregean, Joseph.....	85. 25
Fregean, Josephine.....	418. 75
Fregean, James.....	21. 25
Frank, Joe.....	15. 00
Jackson, Frank.....	174. 00
January, Charles.....	706. 10
Laundrie, Lizzie.....	148. 75
Lemieux, Isabelle.....	58. 00
LaCrarie, Louis.....	5. 00
Lega, Ben.....	160. 00
Levearge, Frank.....	110. 04
La Duc, Frank.....	91. 73
Legard, Mary.....	25. 00
Lego, Levi.....	10. 00
Magish, King.....	86. 00
Mesi ki mi go kwe.....	227. 90
McKinzie, John.....	62. 40
McKinzie, Louis.....	252. 55
Mah kwe sauce.....	10. 00
Nagonub, Sophia H.....	392. 06
Ne gan e kwe.....	20. 00
Osangie, John.....	4. 15
Pasey, Susan.....	59. 40
Petite, Louis.....	425. 21
Petite, Joe.....	20. 00
Quaygas, Maggie.....	298. 68
Roberts, Sophie.....	190. 00
Sexton, Tressie.....	21. 50
Wabano, Susette.....	41. 25
Winters, Annie.....	5. 00
Williams, Isabelle.....	280. 43
Wah wah si kwe.....	142. 88
Wabano, Jno.....	292. 50
Wah Batow.....	10. 00
Wah sich i no kwe.....	20. 00
Wabish ki bi kwe.....	130. 00

ODANAH, WIS., May 5, 1888.

Mr. Partus cut from land, logs, to Ed. Haskins.

Bought of William Haskins & Bro., dealers in general merchandise, groceries, and provisions.

Date.	Name.	Dr.	Cr.
Apr. 20	John B. Defauld: N. $\frac{1}{4}$ NE. Sec. 32, T. 46 N., R. 2 W 681 logs, 148,180 feet, at \$2	\$87.94	\$296.86
	Balance due		208.42
20	Og a bag e wan: N. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 27, T. 46 N., R. 2 W 4,206 logs, 830,450 feet, at \$2	510.65	1,660.90
	Balance due		1,144.25
20	Na wan da go kna: W. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 27, T. 46, R. 2 W 2,640 logs, 666,580 feet, at \$2	1,343.13	1,333.16
	Balance Dr	10.00	
20	Kive ke ge she go kna: E. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 27, T. 46, R. 2 W 1,963 logs, 484,930 feet, at \$2	969.86	969.86
20	Chosteller Condicon: E. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 27, T. 46, R. 2 W 3,261 logs, 828,300 feet, at \$2	1,656.60	1,656.60
	Kish kit a nag and James Dalette, heirs of Manitogishigs: Dr	171.42	
	S. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 33, T. 46 N., R. 2 W 709 logs, 18,344 feet, at \$2	163.44	326.88
	Balance Dr	7.98	
	Abs lash kano kna or Remasaskan: SW. NE. Sec. 22, T. 46, R. 2 W 376 logs, 99,100 feet, at \$2	222.73	198.20
	Balance Dr	24.53	
	Mary Besons: S. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 30, T. 46, R. 2 W 820 logs, 175,200 feet, at \$3	525.60	525.60
	Wa wez e ge shigs: N. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 31, T. 46 N., R. 2 650 logs, 172,500 feet, at \$3	517.50	517.50
1888.			
Apr. 10	She ba je wanokma: N. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 28, T. 46, R. 2 2,940 logs, 440,350 feet stumpage, at \$2	827.51	880.70
	Balance due	53.19	
10	Lewis Rabidnn: W. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 27, T. 46, R. 2 W 2,897 logs, 510,850 feet stumpage, at \$2	255.15	1,021.70
	Balance due her	766.55	
10	John Blackbird: N. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 33, T. 46 N., R. 2 W 2,393 logs, 444,850 feet, at \$2	809.56	889.70
	Balance due	80.14	
10	Andy Skinaway: SW. NW. $\frac{1}{4}$ and NW. SW. Sec. 32, T. 46, R. 2 W 1,020 logs, 280,840 feet, at \$2	396.55	561.68
	Balance due	165.13	
16	Andrew Skinaway: E. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 20, T. 46 N., R. 2 W 1,802 logs, 304,140 feet, at \$2	608.28	608.28
16	John Skinaway: W. $\frac{1}{4}$ NE. Sec. 20, T. 46, R. 2 W 2,059 logs, 403,550 feet, at \$2	807.10	807.10
10	Lowes Moneypenny: S. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 28, T. 46, R. 2 W 1,895 logs, 309,630 feet, at \$2	46.71	619.26
	Balance due	572.55	

Mr. Partus cut from land, logs, to Ed. Haskins—Continued.

Date.	Name.	Dr.	Cr.
	Charlotte Haskin:		
	N. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 33, T. 46, R. 2 W	\$1,000.00	.....
	By 7,902 logs, 1,505,600 feet, at \$2 stumpage	95.60	\$3,011.20
	Balance due her	1,915.60	.....
	Paul Current:		
	W. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 22, T. 46, R. 2 W	780.02	.....
	1,868 logs, 390,010 feet, at \$2		780.02
	I kene shia ha hes, or Mrs. Blackbird:		
	S. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 33, T. 46 N., R. 2 W	280.64	.....
	788 logs, 135,320 feet, at \$2		270.64
	Balance Dr.		10.00
1888.	Joseph North Shore:		
	S. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 32, T. 46, R. 2	1,440.28	.....
	5,163 logs, 823,020 feet, at \$1.75 stumpage		1,440.25
	Ke wa din o kna:		
	N. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 12, T. 46, R. 3 W	252.80	.....
	673 logs, 126,400 feet, at \$2		252.80
	Ke wa ga bo weg wa:		
	SW. NW. Sec. 3 and SE. NE. $\frac{1}{4}$ Sec. 4, T. 46 N., R. 3 W	1,271.44	.....
	3,966 logs, 635,720 feet, at \$2		1,271.44
	Henry Bressette:		
	SW. $\frac{1}{4}$ NW. and NE. NW. Sec. 34, T. 46, R. 2 W	843.16	.....
	1,908 logs, 421,580 feet, at \$2		843.16
	She bage shigs:		
	W. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 26, T. 46, R. 2 W	165.26	.....
	260 logs, 82,630 feet, at \$2		165.26
	Michigan Star:		
	776 logs, 129,450 feet, at \$1.50	225.90	.....
			192.18
	Balance Dr.		33.72
Apr. 10	Maggie Seymore:		
	W. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 21, T. 46 N., R. 2 W .....		.....
	551 logs, 109,110 feet, D. A. Kennedy .....		.....
	John Holledey:		
	E. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 21, T. 46 N., R. 2 W	459.74	.....
	987 logs, 224,870 feet, at \$2		459.87
	Frank Chuyurs:		
	SW. SW. Sec. 27 and NW. NW. Sec 34, T. 46 N., R. 2 W	3,075.54	.....
	79 logs, 1,537,770 feet, at \$2		3,075.54

LAC COURT OREILLES, Wis., May 11, 1888.

DEAR SIR: We, the undersigned chiefs and head-men, respectfully report to you as follows:

We have examined and find that the following parties have not complied with the requirements of last year's council, and those of them who have built houses upon allotments taken by them have built "shanties" that are not sufficient to hold their claims; these houses built by them are of no use whatever, and we respectfully ask that their names be stricken from the rolls:

Township 40, range 8:

John Diamond, Taylor Gordon, Vetaline Legoo, Rosa Lemoine, Batese St. Martin.

Township 39, range 8:

Dash Surveyor, Joe Dugall, Mary Trepannie, Louis Mishler, John Mishler.

Township 39, range 7:

Sophia Lumbar, Hattie Lumbar, Mary Blanchard, Frank Beauregard, Mary Allen.

Township 39, range 9:

Maggie Gool.

Very respectfully,

GEO. SHEPPS (his x mark).

AN-A-QUAD (his x mark).

JOHN QUAGEN (his x mark).

BILLY BOY (his x mark).

Chiefs and Head-men.

Hon. J. T. GREGORY,

United States Indian Agent, Ashland, Wis.

DD.—Statement of settlement with Indians for logs purchased in 1886 and 1887.

Name of Indian.	Number of feet.	Price per thousand feet.	Total amount.	Amount paid in cash and merchandise.	Amount paid at settlement.	Amount over-drawn.
Aben Slater	923,880	\$1.72	\$1,714.88	\$1,614.88	\$100.00	
Heirs of Ozurgay	355,630	3.00	1,066.89	19.55	1,047.34	
John Logoo	927,450	3.00	2,782.35	932.35	1,850.00	
Shawan	290,480	2.00	580.96	547.56	33.40	
S lu a wayp jig	430,650	2.25	968.96	136.93	832.03	
Antoine Slater	1,139,850	2.00	2,279.70	2,167.83	111.87	
O. Quagou	490,440	2.50	1,248.60	227.56	1,021.04	
Kau go dau quay	816,290	3.00	2,448.69	1,846.41	602.28	
Be mi jin gos gung	544,220	2.00	1,088.44	470.90	617.54	
Ga sa ni	383,070	2.00	766.14	336.89	429.25	
Quiwoocuse Quagou*	207,010	5.50	1,138.55	1,066.50	72.05	
Mr. C. Carcesa*	1,357,740	6.00	8,146.44	4,128.94	4,017.50	
Mr. Ora Conger	550,840	2.25	1,239.39	931.37	308.02	
Ma ta cassog	211,990	2.25	476.97	500.68		\$23.71
Ed. Dingley	79,660	2.25	179.24	145.34	33.90	
Dolla Nesville	198,250	2.25	446.06	288.90	157.16	
Chicago Sunawayge jig	137,150	2.90	397.73	126.37	271.36	
John Scott*	408,610	5.25	2,134.70	1,965.14	169.56	
C. Force	556,700	2.00	1,113.40	513.40	600.00	
Gokay Sheff	142,240	2.00	284.48	37.26	247.22	
Susan Blanchard	257,620	2.25	579.63	480.47	99.19	
Mr. Guibord	539,980	6.00	3,239.88	1,926.03	1,313.85	
Naw a de komig	382,930	2.00	765.86	340.81	425.05	
Madgi gi ji go kwe	408,690	2.00	817.38	82.47	734.91	
Frank O'shogay*	55,980	6.00	334.68	168.00	166.68	
E. Guibord	939,120	2.00	1,878.24	1,827.81	50.43	
Wa bish kow	914,420	1.75	1,600.24	850.58	749.66	
He wa de kama gokine	650,340	2.00	1,300.68	35.76	1,264.92	
Be deed	879,860	1.75	1,539.75	715.75	824.00	
Ga ka ke or	683,570	3.00	2,050.71	560.64	1,490.07	
John O. Kawenzie	525,050	2.00	1,050.10	550.10	500.00	
James Redmond	693,580	2.00	1,387.16	801.71	585.45	
Besomige Jig O. Kawens	489,900	2.25	1,102.30	340.41	761.89	
C. Ford	788,790	3.00	2,366.37	1,652.04	714.33	
Alex Gokie	752,560	2.50	1,881.40	290.65	1,590.75	
A la rouge	1,211,410	2.60	3,149.67	1,167.26	1,982.41	
Lipis lo ge gig	279,870	2.25	629.70	582.93	46.77	
Bo bo kway	160,030	2.25	360.07	126.30	233.77	
Ga wit a i osw	226,930	2.25	608.76	586.16	28.60	
Maneo	415,330	1.75	726.84	119.39	607.45	
Bat Demaw	501,170	2.05	1,028.10	836.50	191.60	
John Potack	582,650	2.65	1,510.74	292.72	1,218.02	
Joe Gauthier	425,800	2.75	1,170.98	113.67	1,057.31	
Alex Sand	806,610	2.50	2,016.52	1,508.79	507.73	
Gus Corbine	613,040	2.25	1,379.35	891.72	487.63	
Mrs. Boswking	478,140	1.75	836.75	287.74	549.01	
Be dona quot okwe	404,790	2.00	809.58	129.26	680.32	
Eq kue sens is wga doo	551,120	1.75	964.46	569.97	394.49	
Gebit we ge jig	364,610	1.50	546.95	347.10	199.85	
Paul Sawyer	1,783,070	1.75	3,119.37	2,550.24	569.13	
George Rousseau	272,320	1.75	476.56	878.21		401.65
Angeline Thomas	162,380	2.00	324.76	254.78	69.98	
Ma wa kwe	572,920	1.75	1,002.61	793.34	209.27	
Me so we ge jig	307,750	2.25	692.44	524.49	167.95	
Kwe ka de kwo	671,600	1.75	1,174.53	1,280.48		105.95
Bin we we gi go kwe	421,490	2.25	948.35	23.18	925.17	
Bin we we olim	92,520	2.50	231.30	211.30	20.00	
Ha we osh*	115,410	5.00	577.05		577.05	
Mitchell Thomas	686,580	2.00	1,373.16	760.43	612.73	
Friday	68,160	5.50	374.88	294.40	80.48	
Ga gow	522,920	1.50	704.38	638.76	155.62	
Peter Martin	135,460	2.56	346.77	420.85		74.08
Quisenese Gauthier	108,220	2.25	243.50	49.46	194.04	
Sophia Gauthier	513,180	2.50	1,282.95	144.87	1,138.08	
Ma wa kwe ga a oikwe	444,410	2.00	888.82	641.32	247.50	
Frank Thayer	658,260	2.50	1,645.65	2,084.90		439.25
William Ferry	355,020	2.00	710.04	704.04	10.00	
C. Martin	425,720	2.00	851.44	528.75	322.69	
Man da min	381,950	1.50	572.93	240.00	332.93	
John Quarter	575,749	2.50	1,439.37	639.91	799.46	
Besugna min da mois	83,260	2.50	208.15		208.15	
Ma we che we ke	207,250	2.50	518.12	439.27	78.85	
Boinoske	682,600	1.50	1,023.90	406.73	617.17	
Mrs. James Stone	404,130	1.75	707.22	373.81	333.41	
Eliza Be qua kwe	775,060	2.00	1,550.12	855.63	684.49	
Mary Olson	764,360	2.75	2,102.01	1,306.78	795.23	

* Indicates parties who banked their own timber. All settled about April 20, 1887.

DD.—Statement of settlement with Indians for logs purchased, etc.—Continued.

Name of Indian.	Number of feet.	Price per thousand feet.	Total amount.	Amount paid in cash and merchandise.	Amount paid at settlement.	Amount over-drawn.
Mary Martin	1, 110, 780	\$1. 50	\$1, 666. 17	\$306. 46	\$1, 359. 71	.....
Kate Martin	381, 310	1. 50	572. 71	254. 80	318. 41	.....
Mrs. Hazen	569, 180	2. 50	1, 422. 90	583. 54	839. 30	.....
Wa we ense	537, 600	2. 50	1, 344. 80	225. 37	1, 119. 43	.....
Mis qua tes	522, 640	1. 75	914. 62	492. 69	421. 93	.....
O ka ka	730, 390	3. 10	2, 264. 20	364. 20	1, 900. 00	.....
Mrs. Zimmerman	568, 880	3. 00	1, 706. 64	441. 18	1, 265. 46	.....
Ge ke oswikwe	71, 110	2. 25	159. 99	95. 99	64. 00	.....
Robert Boyd	339, 620	2. 50	849. 05	437. 76	411. 29	.....
Kau a munch	750, 220	2. 75	2, 063. 10	41. 25	2, 021. 85	.....
Han ad gi ge jig	602, 720	2. 25	1, 356. 12	1, 360. 29	5. 83	.....
Be mis wa ga jig	683, 260	2. 00	1, 366. 52	537. 45	829. 07	.....
Gus Thomas	718, 150	2. 00	1, 436. 80	930. 20	506. 10	.....
Anna Thayar	513, 990	3. 00	1, 541. 97	4, 935. 91	.....	\$3, 392. 94
Ed. La Rush	582, 370	2. 50	1, 455. 92	1, 048. 89	407. 03	.....
Eugi ga kon	366, 350	2. 50	915. 87	170. 60	745. 27	.....
John King*	54, 390	6. 00	326. 34	.....	326. 34	.....
Sam Essibou	850, 710	2. 50	2, 126. 77	289. 87	1, 836. 90	.....
Joseph Blanchard	455, 110	2. 50	1, 137. 77	825. 52	312. 25	.....
Ques bebe	562, 420	2. 00	1, 224. 84	442. 98	781. 86	.....
William Beauregarde	165, 220	2. 25	371. 74	354. 16	17. 58	.....
Ge way ge jig	319, 980	2. 00	639. 96	154. 95	485. 01	.....
Pe mos i ge jig, 3d.	704, 970	2. 12 $\frac{1}{2}$	1, 498. 06	666. 62	831. 44	.....
Ed. Martain	213, 570	2. 00	427. 74	125. 60	302. 14	.....
Monia Nina	792, 130	2. 00	1, 584. 26	534. 45	969. 81	.....
Mo ko mokwe	196, 440	2. 50	491. 16	213. 55	277. 55	.....
Little Bat	218, 050	3. 00	654. 15	720. 62	.....	66. 47
Pe mos i ge jig, 2nd	215, 810	3. 00	647. 43	547. 43	100. 00	.....
Eudo si ge jig	103, 380	1. 50	155. 07	86. 16	68. 91	.....
Om Ba Be ness	363, 020	2. 25	816. 79	959. 53	.....	142. 74
Charles Smith	215, 820	2. 50	539. 55	462. 31	77. 24	.....
J. D. Gurnoe	84, 640	6. 00	507. 84	267. 96	239. 88	.....
Im Bewa ge jig	288, 060	2. 00	576. 12	506. 21	69. 91	.....
	53, 192, 250	.....	128, 102. 09	72, 611. 33	60, 138. 55	4, 647. 79

* Indicates parties who banked their own timber. All settled about April 20, 1887.

'CC.—Valley Lumber Company in account with Indians Lac Court Oreille Reservation for 1887-'88.

Name.	Description.	Section.	Township.	Range.	Grade.	Amount in feet.	Price per 1,000 feet.	Amount.	Amount of Indian's bill.	Indians.	
										Dr.	Cr.
Jo Dougal	E. NE	24	39	8	First	395,360	\$6.00	*\$2,372.16	\$1,719.06		\$653.10
Wab-ish-Kwe-gan	S. SE	7	38	8	Second	128,680	2.00	257.36	126.60		130.76
Ne-ba-na-ga-bowe-Kwe	E. NW	9	38	8	First	329,160	2.75	905.19	156.38		748.81
Am-ash-Kow	W. SE	6	38	8	Second	198,400	2.00	216.80	113.26		106.54
Alexander Gauthier	N. NW	17	38	8	do	84,350	1.75	168.70	46.13		122.57
Abi-gi-gi-jig	E. NE	7	38	8	do	58,120	1.50	87.18	63.44		23.74
On. deg., sr	S. SE	32	39	8	do	48,980	1.75	85.71	55.71	Balanced.	
Pina-Cou-che	W. NW	8	38	8	do	64,560	1.50	96.87	63.55		33.32
Asha-wa-Ka-mi-go-Kwe	W. SW	8	38	8	do	212,820	2.00	*25.64	401.80		23.84
Asa-wi-gi-ji-go-Kwe	E. SE	6	38	8	do	111,720	2.00	223.44	6.14		217.30
Bi-mi-gi-jig	E. NW	12	39	8	First	332,300	2.00	664.60	356.35		308.25
Gwi-a-Ko-gi-jig	SW. NW. NW. SW	5	39	7	do	213,020	1.75	372.78	321.56		51.22
Mi-sha-quet	NE. NW. and lot 1	1	39	8	Second	149,310	2.00	298.62	307.95	\$9.33	
Jane Butcher	NW. SW. section 25, NE. SE	26	40	8	First	147,450	3.00	442.35	247.41		194.94
Ma-je-ash	Lots 2 and 3	1	39	8	Second	3,890	2.00	7.78	7.78	22.43	
O-ga-ba-Ka-mig	S. SE	31	39	8	do	68,140	2.00	136.28	100.36		35.92
Alex. Carbine	S. NW	32	39	8	do	11,820	1.50	17.73	5.65		12.08
Na-na-an-ga-bins	N. SE	31	39	8	do	23,410	2.00	46.82	46.82	Balanced.	
Gi-bil-we-we	SW. NE. NW. SE	22	40	8	do	17,970	1.75	31.44	87.14	55.70	
Charlotte Oshogay	W. SW	15	39	8	First	109,650	3.25	356.36	186.06		170.30
Charlotte Gauthier	SW. NW. NW. SW	9	38	8	do	576,870	3.25	1,874.82	48.35		1,826.47
Maggie Cluthier	Lots 7 and 8	4	38	8	Second	78,210	6.50	*508.7	81.46		428.90
Heirs of Alex. Carbine	Lot 2	4	38	8	do	192,580	1.25	240.72	113.20		125.52
Augustine Carbine	E. SE	33	39	8	do	51,240	2.00	102.48	63.66		85.62
Ester Denasha	E. NE	9	38	8	First	168,701	3.25	548.27	34.28		513.99
Antoine Denesjes	N. SE	33	39	8	Second	428,250	6.00	*2,569.50	2,357.13		212.37
David Carbine	S. SW	12	38	9	First	225,450	2.00	450.90	450.90	Balanced.	
Gi-wi-ta-ba-news	SW. NW. NW. SW	12	38	9	Second	139,190	1.00	139.19	76.11		63.08
Ne-ta-wi-ga-bow	SE. NW. NE. SW	12	38	9	do	72,240	2.25	162.54	111.17		51.37
O-gi-di-bi-Kwe	S. NE	12	38	9	do	22,600	2.00	45.20	45.20	Balanced.	
Heirs of Sma-na-sami	N. SE	12	38	9	do	57,830	2.00	115.66	3.18		112.48
We-we-ji-ga-bow	W. NW	7	38	8	do	85,940	1.50	128.91	45.23		83.68
Bo-dew-the, 2d	N. SW	7	38	8	do	48,870	2.25	109.95	2.69		107.27
Alex. Sand	E. NW	33	39	8	do	493,180	5.75	*2,835.78			
Do	do	33	39	8	Worm-eaten	139,590	2.75	*383.87	3,096.84		122.81
David Bellille	W. SW	19	39	7	First	100,470	2.75	276.29	197.87		78.42
Heirs of Bi Zhi-Kens	E. NE	14	39	8	Second	269,130	2.50	672.84	275.97		396.87
Antoine Slater	N. NW	24	39	8	do	109,720	2.00	219.44	76.93		142.51
She-she-bi-di-ni-gan	N. SW	29	39	8	do	93,610	2.25	210.62	206.01		4.61
Ono-daims	SW. SW. NW. NW	30	39	8	First	239,300	2.75	658.07	305.91		352.16

* On bank.

CC.—Valley Lumber Company in account with Indians Lac Court Oreille Reservation for 1887-'88—Continued.

Name.	Description.	Section.	Township.	Range.	Grade.	Amount in feet.	Price per 1,000 feet.	Amount.	Amount of Indian's bill.	Indians.	
										Dr.	Cr.
Ne-to-ga-bow	SE, SW, SW, SE	30	39	8	Second	\$54,100	\$2.00	\$108.20	\$38.96		\$69.24
Maggie Gould	E, NW	25	39	9	First	400,630	3.50	1,402.20	195.03		1,207.17
Mis-ko-gai-ji-go-kwe	E, NE	29	39	8	Second	14,420	2.50	36.05	2.80		33.25
Bi-ji-go-bi-news	N, NW	32	39	8	do	43,260	1.50	64.89	88.95		25.94
Wa-ban-an-an-go-kwe	N, SW	30	39	8	do	101,970	2.25	229.43	358.35	\$128.92	
Bi-mo-si-gi-jig	E, SW	29	39	8	do	46,570	1.75	81.49	78.76		2.73
Go-gi-jig-sang	SW, NE, NW, SE	32	39	8	do	203,740	2.00	407.48	87.83		319.65
Ge-kek, jr.	W, SE	29	39	8	do	114,900	1.50	172.35	112.72		59.63
Ikwe-zens-ma-news	SE, NE, NE, SE	32	39	8	do	238,000	2.00	476.00	127.06		348.94
Min-de-moie	Lot 5	6	38	8	} First	180,820	2.50	474.55	512.01	37.46	
Do	Lot 8	1	38	9							
Na-kins	S, SW	29	39	8	Second	35,220	2.25	79.25			
Heirs of O-dish-kans	S, NW	31	39	8	First	90,920	2.75	250.03	113.85		136.18
Heirs of Min-an-a-kwad	NW, NE, NE, NW	31	39	8	do	174,930	3.00	524.79	284.26		240.53
John Quagan	E, SE	19	39	8	Second	15,050	5.00	*75.25	75.25		Balanced.
Heirs of Bi-mo-si-gi-jig, sr.	W, NW	33	39	8	do	43,280	1.75	75.74	2.38		78.36
Wa-jask	E, NW	21	39	8	do	60,510	1.75	105.89	78.47		27.42
Ke-gaw-i-ganis	W, SE	21	39	8	do	56,350	2.50	140.87	3.09		137.78
Om-baw-na-kwad-ok-way	Lot 4, SW, SE	27	39	8	do	92,830	2.50	232.07	111.15		120.92
Kit-chi-min-de-mois	Lot 1 and 2	27	39	8	do	7,820	2.00	15.64	77.88	62.24	
Ne-zoda, heirs of Git-chi-l-kwe	Lot 3 and NW, SE	27	39	8	First	309,180	2.50	772.95	347.96		424.99
Mimo-gi-ji-go-kwe	NE, NE, section 29, SE, SE	21	39	8	do	528,070	2.50	1,320.18	636.64		683.54
Heirs of Pen-que-nosh	W, NW	34	39	8	do	1,135,710	3.25	3,691.05	870.71		2,820.34
Dellia Nes-wald (Isham)	N, SW	32	39	7	Second	66,350	2.00	132.70	132.70		Balanced.
Mary Isham (Isham)	W, SE	32	39	7	do	63,770	2.50	159.42	102.85		56.57
Omath Kowr	SE, NW, NE, SW	36	39	8	First	285,230	2.50	713.07	150.68		562.39
Ke-we-osh-e-kwe-wens	W, SW	31	39	8	do	72,820	2.50	182.05	126.08		55.97
Shang-wish	E, SW	17	39	7	do	116,100	2.50	290.25	339.65	49.40	
Ane-we-say	W, SW	17	39	7	Second	3,910	2.00	7.82	10.22	2.40	
Ga-wi-tiosh	E, NE	31	39	7	do	87,050	1.50	130.57	63.46		67.11
An-gi-ga-bow	E, NE	36	39	8	do	26,090	1.25	32.61	83.53	50.92	
Bi-tow-com-l-go-kwe	W, NE	7	40	8	First	173,460	2.50	433.65	273.94		159.71
Alex. Corbine	Lot 5	8	39	8	Wind-fall	43,070	6.00	*288.42	288.42		Balanced.
Bi-gi-gwi-sens	Lot 3, section 5, lot 8	6	38	8	Second	136,540	2.00	273.08	194.50		78.54
Heirs of Wa-biz-ha-she	S, NW	4	38	8	do	146,790	1.25	183.40	99.01		84.47
Bish-kwe-min-de-moie	N, SE	14	39	8	do	187,740	2.50	469.35	52.32		417.03
Sa-wa-dib	NE, NE, section 23, SE, SE	14	39	8	do	146,860	2.35	345.12	104.77		240.35

RESERVE, Wis., May 12, 1887.

SIR: In April, 1886, at our annual council held in your presence, and composed of our chiefs and head-men, allotments of land were granted to a large number of half-breeds and Indian women, who were married to white men, upon condition that they build houses on the reservation and came here and lived among us.

Now, at the council of 1886 we meant to have done just what we agreed to do, and we still desire to have these people who have complied with the above conditions to have the allotments selected by them over a year ago. As you are already aware, these names were called up at the recent council held on this reservation, and some of the parties were objected to. Three of the chiefs who were present at the council last year were not present at the late council, Osho-ge, Mis-i-gin, and Ba-ji-go-bi-ness, the first two being sick and the last-named absent from the reservation at the time. New men having taken the place of these absent parties, they rejected several parties who have fully complied with the conditions above set forth, and it is our wish that our agreement with these parties be carried out to the letter, and we appeal to you to see that justice is done. These parties have come and filled out their agreement, and now we do not want it said that we have failed in keeping ours. The following-named parties we desire to have the selections made by them, and we hope you will see to it that they get their patents accordingly:

John La Feve.
Hattie Lumbar.
Chase Gorden.

Frank Beauregard.
Mary Blanchard.
John Allen.

Taylor Gorden.
Mary Allen.
Maggie Good.

Very respectfully,

AH-KE-WEN-ZIE (his x mark),
GEO. SHEPP (his x mark),
Head Chiefs.

Hon. J. T. GREGORY,
U. S. Indian Agent.

EE.—Statement of settlement with Indians for logs purchased in 1887 and 1888.

Name of Indian.	Number of feet.	Price per 1,000 feet.	Total amount.	Amount paid in cash and merchandise.	Amount due.	Amount over-drawn.
Oge magi gi ji go kwe.....	634,190	\$2.50	\$1,585.47	\$56.38	\$1,529.09	.....
A Trefamia.....	111,750	2.00	223.50	153.07	70.43	.....
Julia Denis.....	23,290	1.75	49.50	49.50	.....	.....
Kit clii keve Pomosigjig.....	629,880	2.50	1,574.70	109.64	1,465.06	.....
Angeline Satter.....	298,990	3.50	1,046.47	75.44	971.03	.....
Mindamoia Sagino kwe.....	240,660	3.25	782.14	373.24	408.90	.....
Jingwasi no keve.....	617,890	2.50	1,544.72	399.13	1,145.59	.....
Ma Mitch Corbine.....	149,600	2.00	299.20	299.20	.....	.....
Okabe kamiga keve.....	148,490	1.50	222.73	108.56	114.17	.....
Og a magi ji go kwe Mortin.....	596,740	1.50	895.11	120.12	774.99	.....
Wajustek Mittogomisle.....	263,010	2.25	591.77	366.69	225.08	.....
Bale quanches.....	277,690	1.25	347.11	186.23	160.88	.....
John Farr.....	243,200	3.00	729.60	504.21	225.39	.....
James Squier.....	478,760	2.50	1,196.90	1,196.90	.....	.....
Be ba mi sense.....	768,200	2.00	1,536.40	926.37	610.03	.....
Julia La Rush.....	227,050	2.50	567.62	567.62	.....	.....
Joe Martin.....	341,640	2.00	683.28	515.13	168.15	.....
Antoine Geway gesick.....	305,620	2.00	611.24	523.70	87.54	.....
John Blanchard.....	331,050	3.50	1,158.67	506.66	652.01	.....
Chase Gorden.....	400,480	3.00	1,201.44	1,140.53	60.91	.....
Sophia Lumbar.....	277,430	3.00	832.29	164.81	667.48	.....
Mary Blanchard.....	259,400	3.00	778.20	206.03	572.17	.....
Sa sid ji wan.....	475,330	3.00	1,425.99	112.97	1,313.02	.....
Mary Ann Ring.....	382,230	3.00	1,146.69	759.42	387.27	.....
Ke we asle i kere Martin.....	228,120	1.50	342.18	251.72	90.46	.....
Tibiscogi Jig.....	1,080,950	1.75	1,891.66	247.95	1,643.71	.....
John King.....	505,610	3.00	1,516.83	592.81	924.02	.....
Geo. Corbin.....	577,660	2.75	1,588.29	415.44	1,172.85	.....
Ge wey gi Jig.....	100,520	2.00	201.04	94.33	106.71	.....
John Singog.....	182,460	2.25	410.63	164.33	246.20	.....
gi bit wince.....	302,570	2.75	832.06	76.64	755.42	.....
Geo. Sheff.....	88,770	6.50	577.00	527.00	50.00	.....
Gi ba wi we kwe.....	368,260	2.00	736.52	230.95	505.57	.....
Bemi gin gosung.....	131,430	2.25	295.72	143.08	152.64	.....
Man a des Warren.....	448,490	3.25	1,457.59	383.25	1,074.34	.....
Paul Sawyer.....	272,540	1.75	476.95	442.14	34.81	.....

EE.—Statement of settlement with Indians for logs purchased, etc.—Continued.

Name of Indian.	Number of feet.	Price per 1,000 feet.	Total amount.	Amount paid in cash and merchandise.	Amount due.	Amount over-drawn.
Mad gi Ji Ji go kwe	416,510	\$1.75	\$728.89	\$229.14	\$499.75	.....
Misgue we ge Jig	373,020	1.50	559.53	225.57	333.96	.....
Augusta Agi do mons	461,720	2.00	923.44	473.79	449.65	.....
Heir of Names	1,067,840	2.00	2,135.68		2,135.68	.....
Ma gi gi Ji go kwe						
Joe Farr	5,150	2.00	10.30	368.36		\$358.06
Henry Lumbar	394,520	2.50	986.30	472.44	513.86	.....
Mary Squiers	502,880	2.25	1,131.48	316.66	814.82	.....
Mary Sophia Blanchard	244,310	3.00	732.93	113.46	619.47	.....
May na Ji gi Zligoknoe	636,360	3.25	2,068.17	194.98	1,873.19	.....
Odena we beness	270,170	2.50	675.43	251.86	423.57	.....
Wa Justek	141,340	2.00	282.68	136.92	145.76	.....
Alex. La Rock	294,010	2.75	808.53	730.35	78.18	.....
Frank Murray	333,880	3.75	1,252.05	1,252.05		.....
Naw zlie no kwe	175,800	2.00	351.60	248.37	103.23	.....
Ki wi ti no kwe						
Juel Corfelt	857,200	3.25	2,785.90	2,393.00	392.90	.....
Angeline Thomas	220,620	2.00	441.24	287.88	153.36	.....
Ena we ga bow No. 1	37,680	1.25	46.98	46.98		.....
William Dingley	161,730	2.00	323.46	242.90	80.56	.....
Charles Boh qua amo	298,740	2.00	597.48	542.48	55.00	.....
Ena we go bow No. 2	135,630	2.00	271.26	236.21	35.05	.....
Slima way ge jig	178,930	2.25	402.59	199.85	202.74	.....
Ne go ne gi ji go kwe	204,810	2.25	460.82	212.23	248.59	.....
Louis Michler	620,590	3.25	2,016.91	725.68	1,291.23	.....
Obi mi gi ji go kwe Quagon	451,530	3.00	1,354.59	939.74	414.85	.....
Augusta Ka beo sang	203,540	1.50	305.31	430.70		125.39
Mem a moia	329,850	1.25	412.31	160.99	251.32	.....
Heir of Mandamin	771,410	3.00	2,314.23		2,314.23	.....
Sa gig weu ne be						
John Keweash	270,940	3.00	812.82	639.74	173.08	.....
Ed La Rush	154,400	3.00	463.20	463.20		.....
Mary Means	80,330	2.00	160.66	148.91	11.75	.....
Little Bat	116,120	3.50	406.42	369.38	37.04	.....
Jim Chenini	1,437,990	2.50	3,235.48	657.07	2,578.41	.....
Gi gi gows	8,910	3.00	17.82	10.00	7.82	.....
Julia Galien	1,765,810	2.25	3,973.07		3,973.07	.....
Ka ka go	75,680	1.25	94.60	138.58		43.98
Om ba be ness	102,040	2.50	255.10	278.49		23.39
Wa we ense	6,130	3.00	18.39	10.00	8.39	.....
Paul Revoi	270,320	3.00	810.96	543.70	267.26	.....
William Beauregard	306,530	2.25	689.69	689.69		.....
John Allen	236,089	3.25	767.26	664.65	102.61	.....
Morgret Demarrole	186,530	2.50	466.32	333.09	133.23	.....
Gi Ji Go Kwe	1,416,380	3.50	4,957.33	610.44	4,346.89	.....
Ester Balille	507,850	2.50	1,269.63	206.91	1,062.72	.....
Mai we che webe	149,030	3.00	447.09	374.73	72.36	.....
Shine ge jig	199,460	2.25	448.79	233.22	215.57	.....
Louis Gantier *	625,920	6.00	3,755.52	2,244.32	1,511.20	.....
Ma no meg	837,130	1.50	1,255.69	663.73	591.96	.....
Engiga bow i kwe	514,300	1.50	771.45	464.54	306.91	.....
Heirs of Mary Slater	405,010	2.50	1,012.53	51.60	960.93	.....
Heirs of Kwe ka go boi kwe	2,522,130	3.00	7,566.39	210.00	7,356.39	.....
Mandamin	464,350	2.00	928.70	204.77	723.93	.....
Chos. Murgan	230,940	2.25	458.86	278.24	180.62	.....
Heirs of Bo masedam	507,680	3.00	1,523.04	282.00	1,241.04	.....
Sag ig wene be						
Ma ki chi wi no kwe	278,990	1.50	418.48	315.05	103.43	.....
Wa we ense	643,120	3.25	2,090.14	381.88	1,708.26	.....
Agasa	570,220	1.25	712.78	240.00	472.78	.....
Ed. Link	237,550	2.50	593.87	444.25	149.62	.....
Be shi kins	504,980	1.25	631.23	624.99	6.24	.....
Bon a che	231,610	1.25	289.51	338.60		49.09
Heir of Bi mi gi jig	52,580	2.00	105.16	221.26		116.10
Mrs. Longlake						
Matilda Logos	37,760	2.75	241.34	633.15		391.81
Joe Sharlow	378,650	2.75	1,041.28	568.22	473.06	.....
Chas. Quagon	1,632,680	2.00	3,265.36	2,486.92	778.44	.....
Sag a ga ne kwe	222,090	1.75	389.70	332.12	57.58	.....
Ellen Porter	713,150	3.00	2,139.45	2,139.45		.....
Simon Savalla	506,020	3.00	1,680.06	390.35	1,289.71	.....
Heir of Shas co ge jig	337,590	3.25	1,097.17	300.00	797.17	.....
Robert Boyd	369,110	2.50	922.77	461.38	461.39	.....
Hattie Johnson	419,650	3.00	1,258.95	610.94	648.01	.....
Kwe ka be kwe	250,610	2.00	501.22	272.84	228.38	.....
John Mishler	68,130	3.25	224.07	364.48		139.81

* Indicates parties who banked their own logs.

EE.—Statement of settlement with Indians for logs purchased etc.—Continued.

Name of Indian.	Number of feet.	Price per 1,000 feet.	Total amount.	Amount paid in cash and merchan dise.	Amount due.	Amount over-drawn.
Ozanea Biminskwe	923,450	\$3.00	\$2,776.35	\$820.05	\$1,956.30	.....
Chicog.....	247,250	1.50	370.92	229.30	141.62	.....
Geo. Tro tro chord	385,310	2.00	780.62	701.71	88.91	.....
Jim Qui we se use	131,390	1.50	197.09	178.90	18.19	.....
Hattie Lumbar	497,560	3.00	1,492.68	370.71	1,121.97	.....
Mary Trepennia	510,040	3.75	1,912.65	410.10	1,502.55	.....
John Lafoe	372,430	3.75	1,396.61	414.94	981.67	.....
William Boyd	404,150	3.50	1,414.52	582.75	831.77	.....
Frank Holmes	500,950	2.75	1,377.60	515.91	861.70	.....
Taylor Gordon	201,910	2.00	403.82	137.00	266.82	.....
Met we osbi i kwe	703,880	2.75	1,935.67	1,020.00	915.67	.....
Heir of Kii wa be ness.....	277,660	1.25	347.08	29.45	317.63	.....
Ena we ga bow.....						
Ikwe wish white	509,450	2.25	1,348.76	30.00	1,318.75	.....
Ani gi ji go kwe*	302,770	7.25	2,195.08	1,465.95	3,032.74	.....
Do*	297,240	7.25	2,303.61			
Martha Kewence	124,140	2.00	248.28	165.75	82.53	.....
Mary Op ti gi ji go kwe	1,459,600	2.75	4,013.90	.....	4,013.90	.....
Naw zhi naw kway	102,240	2.00	204.88	199.21	5.67	.....
Joe Cadott.....	194,620	2.00	389.24	224.92	164.32	.....
Mr. Denasho*	67,320	5.50	370.26	200.00	170.26	.....
	51,925,960	.....	185,613.28	54,017.31	82,843.60	\$1,247.63

UNITED STATES INDIAN SERVICE,
LA POINTE AGENCY,
Reserve, Wis., January 16, 1888.

DEAR SIR: The different logging firms doing business on this reservation are each cutting pine timber on tracts of unpatented land. I have notified them verbally and by written notices not to do so, but they are now cutting and hauling timber from off such lands and refuse to stop this work.

I most respectfully refer the matter to you and ask for instructions.

Very respectfully,

WM. RUSLER,
Government Farmer.

Hon. J. T. GREGORY,
United States Indian Agent, Ashland, Wis.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., December 29, 1887.

SIR: It having been reported to this office that you are cutting pine timber on the following-described tracts of land, situated on the Bad River Reservation in Wisconsin, to wit, lots 6 by 9, section 1; lot 7, section 2, and lots 7 and 8, section 12, township 46, range 3, W., you are hereby notified that under existing regulations laid down by the honorable Commissioner of Indian Affairs all contracts in order to be valid must first be approved by the agent and Commissioner of Indian Affairs; that no contracts relating to the above-mentioned tracts of land have been approved by the proper authorities as aforesaid, inasmuch as no patent has yet been issued on the above-described tracts of land, and the honorable Commissioner of Indian Affairs has ordered all cutting on said land to be suspended pending the investigation he desires to make in regard to the said land, and that you must stop all logging operations on said land and withdraw therefrom at once, under penalty of a compulsory removal and prosecution under the United States statutes relating to intruders and trespassers on Indian lands.

Very respectfully,

J. T. GREGORY,
U. S. Indian Agent.

ANTOINE DENOMIE,
Odanah, Wis.

N.—Statement of logs purchased by Andrew Gowan.

Name of Indian.	No. of logs.	Stumpage price per thousand.	Feet.	Credit per log.	Debits.	Balance due.
Joseph John.....	165	\$2.50	38,630	\$96.58	\$36.18	\$64.40
E. Pensam*.....	946	5.50	162,320	892.76	720.19	172.57
Josette Haul.....	3,200	2.00	549,670	1,099.34	651.30	448.04
John Cadotte.....	2,080	3.00	327,630	982.89	705.92	276.97
James J. Oftee.....	1,740	2.50	257,280	643.20	326.22	316.98
William Lyons.....	1,292	1.50	162,990	244.48	231.07	13.41
Louis Belonger*.....	712	5.00	116,310	581.55	481.55	100.00
Ephraim Budoe*.....	457	5.50	80,090	440.50	272.65	167.85
Osage Reva.....	2,400	2.50	526,780	1,316.95	184.30	1,132.65
Magga Blair.....	1,271	2.50	242,390	605.97	197.27	408.70
Josephine B. Fugain.....	482	2.50	104,220	260.55	233.13	27.42
John Lemaix.....	770	2.50	147,500	368.75	104.42	264.33
Emma Glass.....	415	2.50	92,380	230.95	226.64	4.31
Mitchell Nagonus.....	697	2.50	207,760	519.40	379.40	140.00
John Cole.....	1,361	2.50	300,070	750.17	235.65	514.52
Peter Beaver.....	2,554	.....	648,390	1,620.97	1,276.60	344.37
Susette Dufoe.....	3,931	2.56	874,790	2,500.00	2,500.00	.....
Tressie Petitef.....	280	2.50	40,360	100.90	156.00	55.10
Antoine Nagonoy.....	22	2.50	3,150	7.88	7.88	.....
Eliza Chief.....	260	2.50	69,640	174.10	176.00	1.90
Maggie Posey*.....	87	5.00	12,180	60.90	60.90	.....
Total.....	.....	.....	4,964,530	.....	.....	.....

* Logs put in by Indians.

† Indians who have been overpaid.

GG.—The scalers employed on the Lac Court Oreilles Indian Reservation, and scalers paid, season 1887 and 1888.

Name.	Per month.	Amount.
Peter Rouseau.....	\$140	\$504.45
Alfred Tufaina.....	60	103.50
A. M. Havens.....	50	211.00
Thomas Martin.....	90	364.00
Fred Roofo.....	75	300.00
A. B. Porter.....	90	354.00
August McDonald.....	70	210.00
George K. Wright.....	78	351.00
Thomas Laundry.....	60	110.40
H. H. Reynolds.....	65	266.00
William Debble.....	60	196.10
Henry Roallan, 867,120 feet, at 6 cents per thousand.....	.....	52.00
Ed. Swift.....	80	320.00
P. H. Calvin.....	80	337.35
August McCormick.....	50	201.98
Henry Beals.....	50	65.00
J. Margrette.....	50	28.00
F. Hoffman.....	75	300.00
Total.....	.....	\$4,268.80

H. M. HEWITT.

NOTE.—The expense for sundry accounts incidental to the performance of the scale not included above.

Report of Indian accounts, 1887-'88.

No.	Name.	Description.	By whom banked.	Amount of timber.	Price of stumpage.	Total amount.	Merchandise and cash.	Balance due.	Remarks.
1	Nibaw	Lot 4, Sec. 20, Lot 3, Sec. 20, T. 40, R. 8 W.	La Rush	75,970	\$1.75	\$132.94	\$64.17	\$68.77	
2	John La Rush	S. ½ SE. Sec. 17, T. 40, R. 8 W	do	98,270	5.25	515.91	515.91		Price on bank.
3	Koek-ki bosh (John La Rush)		do	110,220	5.00	551.10	551.10		Do.
4	Levi Legoo	NE. NW. Lot 2, Sec. 18, T. 40, R. 8 W	do	159,140	3.10	493.33	393.65	99.68	
5	John Kurgan	NE. NW. Lot 2, Sec. 17, T. 40, R. 8 W	do	263,310	1.50	394.96	116.81	278.15	
6	Ogida Kawigo kwe	W. ½ SE. Sec. 24, T. 39, R. 9 W	Eytcheson	125,410	2.25	282.17	251.39	30.80	
7	Clungue	E. ½ NE. Sec. 26, T. 39, R. 9 W	do	133,400	2.00	266.80	76.33	190.47	
8	Au ji gi sis	W. ½ NE. Sec. 25, T. 39, R. 9 W	do	58,470	2.00	116.94	119.53		\$2.59 overpaid.
9	Sumis La Rush	SE. NE. NE. SE. Sec. 11, T. 39, R. 7 W	Brown	294,770	3.05	899.05	399.62	499.43	
10	Heirs of Mi gi sis and Sozey	N. ½ NE. Sec. 2, T. 39, R. 7 W	do	472,150	2.25	1,062.34	129.27	933.07	
11	A wan se kway	N. ½ NW. Sec. 13, T. 39, R. 7 W	do	83,320	1.50	124.98	468.05		\$343.07 overpaid.
12	Harriet Duprie	E. ½ NE. Sec. 8, T. 38, R. 8 W	Duprie	640,860	6.75	4,325.81	2,778.55	1,547.26	Price on bank.
13	Batist (Duprie)		do	23,050	6.75	155.59		155.59	Do.
14	Chas. Smith (Duprie)	E. ½ SW. Sec. 5, T. 38, R. 8 W	do	196,140	6.75	1,323.95		1,323.95	Do.
15	Kevi-sens Gauthier	NE. SE. Sec. 8, NW. SW. Sec. 9, T. 38, R. 8 W	do	101,130	2.25	227.54	20.56	206.98	
16	Frank Beauregard	E. ½ NE. Sec. 22, T. 39, R. 8 W	Batson and Mcd.	618,490	2.75	1,700.85	1,074.09	626.76	
17	Dash Surveyor	NW. SW. SW. NW. Sec. 13, T. 39, R. 8 W	do	542,420	3.00	1,627.26	300.00	1,327.26	
18	Chas. Kah-ge-da-ah-quay	NE. SW. NW. SE. Sec. 13, T. 39, R. 8 W	do	365,650	2.60	950.69	510.01	440.68	
19	Nul-na-kaw igo kwe	W. ½ SE. Sec. 23, T. 39, R. 8 W	do	272,470	2.25	613.06	422.00	191.06	
20	Pun-wa-wis-co-no-kwe	SE. SE. Sec. 9, SW. SW. Sec. 10, T. 39, R. 8 W	Hookenbrock	134,440	3.25	436.93	657.39		\$220.46 overpaid.
21	Maw-e-do-que-wi-sens	E. ½ NE. Sec. 20, T. 39, R. 7 W	do	519,120	1.25	648.90	361.55	287.35	
22	Be-da-sa-no-kwe (Yankee Joe)	W. ½ NE. Sec. 20, T. 39, R. 7 W	do	649,000	2.00	1,298.00	203.95	1,094.05	
23	Be-ji-kens (Yankee Joe)	E. NW. Sec. 20, T. 39, R. 7 W	do	551,410	2.00	1,102.82	198.58	904.24	
24	I na sa mie	N. NE. Sec. 20, T. 39, R. 8 W	Hall	71,340	1.25	89.18	72.82	16.36	
25	Alex O'Shage	E. SE. Sec. 17, T. 39, R. 8 W	do	101,140	1.25	126.43	126.43		
26	Boden, The First	N. SW. Sec. 17, T. 39, R. 8 W	do	241,740	3.00	725.22	161.18	564.04	
27	Wa sia ji wa no kwe	S. ½ SE. Sec. 20, T. 39, R. 8 W	do	95,020	1.25	118.78	15.23	103.55	
28	Lewis Hall	W. ½ SE. Sec. 17, T. 39, R. 8 W	do	204,640	5.00	1,023.20	980.13	43.07	Price on bank,
29	Joe Wa-bis ki bi neus	S. ½ SW. Sec. 17, T. 39, R. 8 W	do	107,220	3.00	321.67	15.90	305.77	
30	No ne ai ni ni	N. NE. Sec. 22, T. 40, R. 8 W	Lemoine	204,450	1.50	306.68	224.66	82.02	
31	Mis a naw a kwet	E. SE. Sec. 9, T. 39, R. 8 W	Lynch	168,450	2.25	379.00	174.23	204.77	
32	Na sa wa gi sis	SW. SE. SE. SW. Sec. 9, T. 39, R. 8 W	do	510,500	2.50	1,276.25	370.52	905.73	
33	Ogi na we ge ji go kwe	NW. SE. Sec. 8, NW. SE. Sec. 7, T. 39, R. 8 W	do	81,780	2.50	204.45	4.50	199.95	
34	Andrew By-a-zhe	W. ½ NW. Sec. 11, T. 39, R. 8 W	do	64,620	2.25	145.39	133.55	11.84	
35	Be-si-baus	NW. SE., NE. SW. Sec. 6, T. 40, R. 8 W	Hubbard	243,310	1.25	309.14	285.65	23.49	"Naniakagou."
36	Bee wi ni	Lots 1 and 2, Sec. 6, T. 40, R. 8 W	do	289,150	1.75	506.01	454.36	51.65	Do.
37	Obawa	S. ½ SE. Sec. 6, T. 40, R. 8 W	do	90,370	1.25	112.96	90.77	22.19	Do.

CHIPPEWA TIMBER CONTRACTS.

Report of Indian accounts—Continued.

No.	Name.	Description.	By whom banked.	Amount of timber.	Price of stumpage.	Total amount.	Merchandise and cash.	Balance due.	Remarks.
38	A kiwens Aprecon	NW fractional 1/4 Sec. 6, T. 40, R. 8 W	do	468,410	\$1.25	\$585.51	\$248.46	\$337.05	"Nanikagon."
39	Chas. Denashie	S. 1/4 SW. Sec. 33, T. 40, R. 6 W	do	930,770	2.25	2,094.23	220.04	1,874.19	
40	Men o gi jig, "Crazy Joe"	Lot 3 Sec. 21, T. 40, R. 6 W	do	86,170	2.00	172.34	209.75		\$37.41 over paid.
41	O маш ka we ga bo	S. 1/4 SE. Sec. 33, T. 40, R. 6 W	do	273,530	2.25	615.44	271.44	344.00	
42	Tom i gi ji go kwe	Lot 1 Sec. 27, lot 2 Sec. 28, T. 40, R. 6 W	do	142,190	2.25	319.92	185.02	134.90	
43	Nega ni ge ji go kwe	NW SE, NE SW. Sec. 33, T. 40, R. 6 W	do	626,480	2.00	1,252.96	138.46	1,114.50	
44	Mis ko a gi jig	W. 1/4 SW. Sec. 2, T. 40, R. 8 W	Hewitt	512,050	1.25	640.06	440.44	199.62	
45	Nà meuse	E. 1/4 SW. Sec. 2, T. 40, R. 8 W	do	741,020	1.25	926.27	690.53	235.74	
46	Oge maus	NE SW, SE NW. Sec. 10, T. 40, R. 8 W	do	122,770	1.25	153.46	92.15	61.31	
47	Zhin o wa	E. 1/4 SW. Sec. 3, T. 40, R. 8 W	do	808,860	1.60	1,294.17	248.44	1,045.73	
48	Alex. Whitefeather	SW. NW. NW. SW. Sec. 10, T. 40, R. 8 W	do	841,780	1.75	1,473.12	415.02	1,058.10	
49	Jno. Diamond	S. 1/4 SE. Sec. 12, T. 40, R. 8 W	do	568,940	3.00	1,706.82	1,343.29	363.53	
50	Sophia V. Legoo	N. 1/4 NE. Sec. 13, T. 40, R. 8 W	do	919,850	2.50	2,299.62	559.13	1,740.49	
51	Sophia La Rush	SE. SE. Sec. 35, SW. SW. Sec. 36, T. 39, R. 8 W	Raulean	497,170	3.00	1,491.51	899.68	591.83	
52	Bid we wa gi jig Ford	NW SE. NE SW. Sec. 35, T. 39, R. 8 W	do	306,790	2.25	690.27	206.79	483.48	
53	Mit to go mish	NE SW, NW SE. Sec. 30, T. 39, R. 7 W	Hutchins	425,210	2.50	1,063.02	142.04	920.98	
54	Ma ka bag og	W. 1/4 SW. Sec. 29, T. 39, R. 7 W	do	103,410	1.50	159.61	93.15	66.46	
55	Maggie La Rush	SW SW. Sec. 25, NW NW. Sec. 29, T. 39, R. 7 W	do	1,047,580	3.00	3,142.74	3,096.08	46.66	
56	Jno. La Rush	SW SE. Sec. 25, T. 40, R. 8 W	Beauregard & Seq.	181,530	2.25	468.44	893.21		484.77 over paid.
57	Louis Beauregard	SW SW. Sec. 1, SE SE. Sec. 2, T. 39, R. 8 W	do	493,030	2.75	1,355.83	703.49	652.34	
58	Ga ga ge ji go kwe	Lots 2 and 3, Sec. 36, T. 40, R. 8 W	do	441,850	2.00	882.70	286.51	596.19	
59	One bwa ig jig	E. 1/4 SE. Sec. 24, T. 39, R. 9 W	Eytcheson	37,710	1.50	56.56	8.07	48.49	
60	Gesk ki ta wag	E. 1/4 SE. Sec. 25, T. 39, R. 9 W	do	73,430	2.00	146.86	107.46	39.40	
61	D. Gurnoe	do	Self	225,440	6.25	1,409.00	1,039.64	369.36	
62	Alex. Au kwe en sie	N. 1/4 NE. Sec. 25, T. 39, R. 8 W	do	19,630	5.25	103.06	25.31	77.75	
				19,864,440	.....	49,339.80	25,286.02	25,142.08	1,088.30.
Average price paid for stumpage, \$2.35 1/2							49,339.80	25,286.02	
Average price paid for logs on bank, \$5.81 1/2							1,088.30	25,142.08	
							50,428.10	50,428.10	

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, September 24, 1887.

SIR: I inclose herewith for examination and report from you as to the matters contained therein a lengthy communication, dated June 20 last, signed by A-ke-wen-zee and others, chiefs, etc., of the Lac Court Oreilles band, "by Joseph D. Gurnoe," upon the subject of allotments, and suggesting certain reforms in logging operations.

Also, a further letter dated the 3d instant, from the same source and on the same subject.

I notice that all the signatures profess to be in Gurnoe's handwriting. His authority to append the names should be strictly inquired into.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, Ashland, Wis.

[England, Thomas & Clark, general merchandise, pine lands and logs.]

LAC COURT OREILLES, WIS., September 3, 1887.

We, the undersigned, chiefs and headmen of the Chippewa tribe of the Lac Court Oreilles bands of Indians, would most respectfully request to be informed whether the communication (petition) sent to your address (Commissioner Indian Affairs) has reached you or not, forwarded about six weeks or more ago.

We have been very anxious to hear from it. We expected and hoped that action would be promptly taken on it. Various are the surmises that exist in regard to the cause of its delay in answer to it and its being acted upon.

The general surmise and impression being that some plausible representation has been laid before you by party or parties affected by statements made in that petition that the statements made therein were not founded upon facts; that there was no ground for complaint, and that the whole was gotten up by some party or parties evil designed and meddlesome.

To us it is of the utmost importance that speedy action be taken and thus give us a show to make a living.

If such representations have been made to prejudice the petition we have submitted in good faith, as is generally believed—it is also a general impression among white people as well among Indians—it is to ward and fend off an investigation and leave uncovered, disguised, and shaded tracks of irregularities.

We would, therefore, request to hear from it, hoping that speedy action be taken upon it before the logging season has begun. Some camps have already commenced operations, and with white labor exclusively.

Respectfully submitted.

AH KE WEN ZEE,
Head Chief.

CHIN GWA WAY,
Chief and member of committee.

GE ZHE IOSE,
Chief.

GAW GAW GE WE GWAN,
Headman and member of committee.

AH KE WENS,
Headman.

By JOS. D. GURNOE.

The COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.

LAC COURT OREILLE, WIS., June 20, 1887.

We, the undersigned, chiefs, headmen, and members of the Lac Court Oreille band of Chippewa Indians, hereby pray and petition most earnestly that the within statement be heard and accepted, and request that investigation be made to the merits of the case by competent party from Washington direct, other than Indian-bullying Gardiner.

Whereas on the 6th day of May the council met on the day appointed, which then adjourned to the 9th day of May, 1887, when it accordingly met, and when proceed-

ing to business some member made statement that upon good authority had heard that the names on the list of applications entered during the summer of 1885 were to be sent to the Department in Washington without being corrected, as we had expected to do, that not a single name was to be erased for illegality of entry, the agent being aware that these applicants had violated the requirements of an obligation entered into, which document the Indians had signed by his assent and in his presence. The obligation was such, viz, that in order that the illegal entry of names of outsiders (the same applicants) to be retained on the list shall each and every one build a suitable and habitable dwelling on each and every selection made. And whereas at the meeting of the council on the first Monday in May the committee of four resolved themselves delegated by members of the tribe present to examine the different selections made by the persons on the above-named list.

The committee on the next day proceeded on their investigations, while other reliable parties were in another direction, whereon the report of both parties agreeing that the requirements in the obligation had not been complied with by the greatest majority of the parties; hence, not only the committee of four, but the members of the tribe, unanimously declared those selections forfeited (with the exception of a few who had complied). Whereupon the intent, meaning, and understanding of the document they had signed was being introduced and briefly discussed, all misunderstanding seemed to have been set aside by the explanation of the persons being present who had dictated the wording of the said document, when, to the surprise of every one, Interpreter Gordon, who had been up to that time a silent listener, arose from his seat and announced that his understanding of the document was that any one on the list who would build anywhere within the limits of the reservation would be entitled to his selection.

To the Indians this was a new phase of the matter on hand, and very remote from their expectations. They were shocked and greatly surprised at this announcement, it being the first time they had heard it so explained. Many left the meeting in disgust, expressing their feelings in a manner not very kind, that it was a vile scheme, originating with parties working in the interest of outsiders. But, however great the outrage seemed to be, it was finally resolved that the names of the few who had complied with the requirements in the obligation, together with those who had built houses on the reservation, including all who had built houses, not for the purpose of complying with any requirement of any ruling, but had their houses built previous to that time, and when not subject to any obligation for that list of 1885-'86, should be taken and sent to the agent—sixteen in all. At the time Agent Durfee made the payment at Round Lake the Indians of this reservation comprised of two factions, which may be termed a majority and a minority, the majority class being headed by Chief Ah-kee-wen-zee, the minority by Me-ze-gan. Previous to this time the minority had been against allotment of lands in severalty, while the majority had been for its adoption, and were entering all the Indians and mixed-bloods who had been born, raised, and had resided any length of time on the reservation, to the great annoyance of the minority class, many Indians and half-breeds from abroad being refused entrance on the list by the head chief, Ah-kee-wen-zee.

About this time the minority party had come to find out that their obstinacy had been on the losing side; their adherents were making selections, and even leader Me-ze-gan himself. At the council held at Round Lake the minority, by previous arrangement, headed off the chief, Ah-kee-wen-zee, and adherents (a very few being present); the minority party took the stand and held it against the majority. Parties who had been refused entrance on the list by the chief were enrolled promiscuously. This indiscriminate enrollment was held and adopted for a time by the minority without the interference of the majority. It has come to light that a great deal of underhanded game was practiced on the Indians for entrance on the list, parties buying themselves in in various ways. But this game could not last long. At the close of the year of 1885 the two factions closed and united in a common cause. The agent, Gregory, was petitioned to hold over the list of applicants entered during the summer of 1885 and present it again at the council in April, 1886. Whereupon after a review of the list, with the assent of Agent Gregory, it was resolved that under certain obligations to be imposed, and when complied with by the parties on the list, the name will not be erased. Whereupon Headman O-sho-gay was instructed to dictate the wording of said obligation through the interpreter to the farmer, Rusler, who wrote the document, viz:

That from the council of April, 1886, time would be allowed the parties on the list up to the council in April, 1887; that each and every one of the applicants whose name appears on the list should show his will and determination henceforth to reside on the reservation by putting up on each and every eighty so entered severally a suitable dwelling with other improvements thereto; any person not complying with the obligation should forfeit his selection and his name be erased from the list.

Now we understand that Agent Gregory refuses to have any names erased, and takes it upon himself to overstep the terms of the said obligation. What was Gregory's

motive to hold over the list for patents, if not to give us a chance to pluck out the weeds from the list? These outsiders are mixed-bloods and white men's wives and children, and even members of other tribes, who have never lived on the reservation, who would never have thought of coming on the reservation were it not for the pine timber; mixed-bloods who were born and bred among white people and consider themselves other than Indians when at their homes among white people, who have abandoned their tribal relations and have adopted the rights of suffrage and other privileges of citizenship. A number of such have already secured patents and cut their timber, who have left and returned to their homes never to return on the reservation. Many of our young men and women are arriving at the required age who are actual residents on the reservation; others who are away on good reasons—where will they get their land if it is given away to strangers?

We would therefore pray that the whole of the list in question be altogether set aside and a new one made under the supervision of the authorized committee of four, the same to be approved by the chiefs in open council. All this to be done in the presence of a special agent, which we earnestly pray will be sent direct from Washington (other than Indian-bullying Gardiner) to investigate this matter. We are positive that without the direct interference of the Department in Washington injustice will be done to the Indian who is rightfully entitled to this land. We expect nothing from our agent. Suspicion rests on him as being under the influence of the outsiders and working in their interest. Come to our rescue, notwithstanding what may be represented to the contrary by any party whomsoever. Come direct to the victims and avoid victimizers.

We would still further suggest and earnestly pray that our young men and women, from the age of fifteen years, who are able to perform labor, take care and provide for themselves, be permitted to enter selections of land, but subject to non-disposal of the timber until patent be issued at the age of twenty-one years; such selection not subject to entry by other parties.

Where is the necessity to call the chiefs and members of the tribe to meet its council and have a voice in the matter of making up a list, if they are not allowed to correct it when mistakes are detected? Why would it not answer as well that the agent do it without our help if we are not permitted to dictate? The Indians who were instrumental in the indiscriminate enrollment belonged to the minority faction, who now see and repent of their evil ways and who have joined the ranks of the majority to a man, all in a body request that their prayer be heard—that justice may triumph. We further pray that this communication be heard, listened to, and answered; that it may not share the same fate as others have which we have sent to the Department in former times, quite as important as this. We would suggest that no more patents be issued until the list in question will have been corrected.

In this connection we would also pray that the ruling of the Department once adopted excluding white labor on the reservation be rigidly enforced (only so much as may be necessary to promote labor for Indians); that the agent be not empowered nor authorized to introduce it without first consulting the Indians in open council, because it is very apparent to an outside observer that the introduction of white labor by the agent is being done to gratify the greediness of the timber buyers and other sharpers. Neither should a white man be allowed to take contracts for cutting and banking timber either from the Indian or the trader. This system excludes almost entirely the poor half-breeds and Indians who have resided upon the reservation all their life-time under the sufferings of poverty and destitution. The system of buying stumpage from the Indian is a very bad one. It gives the trader a chance to hire or give contract to a white man to do the work in preference to a resident half-breed or Indian. It is also a heavy damage to the Indian for the trader to instruct his employé or contractor to take only the very best portion of a tree, leaving the balance one-third of the tree yet good and solid to remain and rot on the ground; other timber, being rejected, left standing which should have gone with the best, but now standing by itself is entirely worthless. The word "merchantable" in the contract should be erased and another be substituted to cover all the timber good for anything out of a tree. Many million feet of timber will remain on the reservation which is now being rejected by the timber buyers under the umbrage of the word "merchantable." The system adopted and carried on during the past winter, introduced and affirmed by the agent by the adoption of white labor, was a waste and ruinous to pine timber and great damage to the Indians. It was apparently to clean off the reservation of its pine timber at a single stroke; thus removing the source of our living at one single blow, and that being done for the benefit and interest of greedy sharpers.

The Mississippi Boom Company occasionally sends up its scales for the purpose of examining timber which is sold to them by the timber buyers here, and dictate to the scalers here on the reservation what kind of timber to scale and what not. The traders here (timber buyers) also dictate to the scalers on the reservation what timber to scale on the landing and what not. The Indian is not allowed to say a word,

one way or the other, yet in the contract which he signs he is obliged to pay one-half of the scaling of the timber he sells to the trader. Justice to the Indian also demands that the scaling business be remedied at once. We object to paying the scaling of the timber which we have sold. We also pray that the agent be not empowered nor authorized to appoint scalers, but instructed to meet the Indians in open council for the purpose. There are a number of mixed bloods who are efficient and competent scalers, and why not give them the preference rather than to an objectionable white man whom we understand is to be appointed in place of the incumbent, and your petitioners will always pray.

A-ke-wen see, chief; Be mosagezhig, chief; Ah na quot, chief; Ge we tah be nase, chief; Chin gwe we, committee; Gah gah de we gwan, committee; Tah ge o say, committee; Be mo sa ge zhig (1), committee; She she be de ne gan; Okwe gan (1); Ge gwed je; Odish kwe be nase; Gwe ke ge zhig; Me she kay; Ge bit we we; Om be be nase; Gwe we sanse; Ge hit we we, Okwegan; Ogah be ka mig; Be mo sa ge zhig (2); Ab be je ge zhig; Osha wash ko ge zhig; Alec Bostone; Nah we sense; Okwe gan (3); Omah iaw wad je we bi; Ma in gan; Ge wah e be nanse; Hah bash ke na we; A se bau; Shaw bo ge zhig, chief; Oga bay be nase, chief; Ge zhe iosh, chief; Osho gay; Nay na ang ebi; We ge zhig um; O pwa gan; Gah ge zhig a sang; Gah gah ge we kosh; An deg (1); Ge no shay; Charles Oke gan; Bah gwad je nin; Me she shah we ge zhig; Andeg (2); Gah go da ah kwe; Okwe gan (2); Sah ba dis; We we zhe gaw bow; Ah in je gah bow; Gekek; Hah be bo no ke; Bin da ka day wan; And je ga bow; Nas sa we ge sis, and many others.

By JOSEPH D. GURNOE.

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

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Odanah, September 3, 1887.

I hereby agree to sell and dispose of all the pine timber on S. $\frac{1}{4}$ SE. $\frac{1}{4}$ section 11, township 47, range 2 west, to H. H. Gardener & Co., of Chicago, Ill., for the sum of \$250 to be paid when contract is approved by the United States Indian agent of the La Pointe Agency, and I hereby acknowledge to have received \$32 in part payment for the above-mentioned pine logs, said \$32 to be deducted from the above-mentioned \$250 to be paid when contract is approved.

THOMAS HASKINS.

Witness: WM. G. WALKER,
Government Farmer.

Washington, D. C., March 5, 1888.

SIR: I have not received the money I paid you when I bought your timber. I have your dispatch saying that you have not sold your timber. I have three good witnesses that heard you say that you had not sold your timber at the same time Dobie & Stratton held a contract dated back in June, 1887.

Farmer Rustler told D. Dobie that you showed him a copy of your contract that you received from Dobie & Stratton last June. You showed it to him this winter, and you told Mr. Rustler that you had it in your pocket when you signed the contract at Spooner for me. You agreed to help me contract for \$2 per day; you was with me five days in all, you received \$10, I received a bill from you showing that you claimed ten days at \$5 per day.

Now, Frank, you took this way to obtain money under false pretense, which is State's prison for five years; besides I will get the money back I paid you. I have waited on you some time in hopes you would come and see me. Now, Frank, unless you send me \$400 at once I will take a sheriff from Stillwater and go after you. It has damaged me \$300, besides the money I paid you. I do not wish to put you in State's prison if I can help it, on account of your wife and child. I saw Dave Dobie. He said he was in hopes I would. I shall get back to Chippewa Falls by the 12th of March. Unless I hear from you by that time I will commence action on you. If you send anything less than \$400 I will send the sheriff just the same. You had better get the advice of a lawyer; then you will just know what to do.

P. H. CALLIGAN,
Chippewa Falls, Wis.

FRANK HOLMES,
Kettle River Station, Minn.

WASHINGTON, D. C., April 6, 1888.

SIR: I received your letter of the 23d instant. I did not see the order until one day before I came here. You agreed to work for \$2 per day; you were with me five days; I paid you \$10; did not receive any of it back, neither did I expect it. I would advise you to consult a lawyer, not Dave Dobie. Ask him what the penalty is for obtaining money under false pretenses. Frank, since I saw the price Dobie paid you I feel sure that they coaxed you to sign their contract and date it in June, 1887. If that is true, and I can prove it, it will save you from State's prison and put the one in for it that coaxed you to do it. Frank, on the account of your wife and child, I would hate to see you go to prison, but I feel sure I was beat out of your timber by a man that has done the same thing before. You had better make affidavit to the time you signed Dobie's contract and clear yourself. I will not give it up until the guilty party is in Stillwater prison. I expect to be here six weeks longer. Gregory will get his discharge before he gets away from Washington.

Answer.

Yours, truly,

P. H. CALLIGAN,
Chippewa Falls, Wis.Mr. F. HOLMES,
Kettle River, Minn.

This agreement, made and entered into at Cloquet, Minn., this 27th day of February, 1888, between O. W. Sanders, of Duluth, Minn., party of the first part, and P. Hynes, of Eau Claire, Wis., party of the second part, witnesseth: For valuable considerations hereinafter mentioned the party of the first part does for himself, his heirs, executors, and administrator, agree to cut in a good and merchantable manner all of the merchantable pine timber now standing on township 50, range 18, and township 50, range 19, and township 51, range 19, of the Fond du Lac Indian Reservation, as described by contracts with P. Hynes with certain Indians of the above-named reservation. The party of the first part also agrees to skid, haul, and deliver the above timber upon the banks of Saint Louis River and Stony Creek during the winter of 1887 and 1888.

No logs shall be landed upon low, flat ground; shall have suitable skids placed under same that the logs may roll clear of the ground, and all logs shall be landed within 30 feet of the water. It is also agreed that O. W. Sanders will log claims of those firms who have contracted with P. Hynes before logging the claims of those firms who have contracted with the C. N. Nelson Company. For and in consideration of the foregoing agreement the party of the second part agrees to pay the party of the first part \$3 per thousand feet for all timber so logged in township 51, range 19.

For all timber in township 50, range 18, and township 50, range 19, so logged, the sum of \$3 per thousand feet shall be paid, with the exception of such timber in last described townships standing on equal distance from St. Louis River and Stony Creek, or a greater distance from St. Louis River than Stony Creek, for which, if landed at St. Louis River, the sum of \$3.25 per thousand feet shall be paid. The foregoing prices per thousand feet, board measure, as scaled upon the banks by a competent scaler, who shall be appointed by the United States Indian agent in charge of the Fond du Lac Reservation. Party of the second part agrees to pay to the party of the first part \$1.50 per thousand, board measure, so fast as the logs are delivered and scaled upon the banks, and the remainder of the money due party of the first part shall be paid in two equal payments April 1 and June 1, 1888.

It is further agreed and understood, by and between the parties hereto, that if the services of the surveyor-general are required to adjust and settle any misunderstanding regarding the scale of the logs, then, and in that case, the parties to this agreement are to pay an equal share of the amount so charged by the surveyor-general.

In witness whereof we hereunto affix our hands and seals, day and date before written.

O. W. SANDERS. [SEAL.]
PATRICK HYNES. [SEAL.]In presence of—
H. H. HAWKINS,
P. N. ORAM.

It is further mutually agreed, by and between the parties hereto, that if the logging season of 1887 and 1888 should not permit by reason of the elements or other causes not of human agency the usual time in which the logging is done, that the following description of land be omitted from the enforcement of this contract for the year 1887 and 1888, to wit: SW. $\frac{1}{4}$ of SE. $\frac{1}{4}$, NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, and SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ of section 2; W. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of section 3, SE. $\frac{1}{4}$ and W. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of section 10, W. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and

NW. $\frac{1}{4}$ of SW. $\frac{1}{4}$, and NW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of section 11 and S. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of section 13; all in township 50, range 19; and the party of the first part agrees to cut and haul said omitted timber during the logging season of 1888 and 1889 at and for the sum found mentioned in the within contract, which said price the party of the second part hereby agrees to pay; and the said O. W. Sanders hereby further agrees to and with said P. Hynes that should any labor liens be filled upon any logs cut by him or by any sub-contractor under him upon any lands mentioned in the within contract during the logging season of 1887 and 1888 he will guaranty that no expense incurred in the settlement of said labor liens by process of law or otherwise shall fall upon said P. Hynes, but that he, the said Sanders, will pay or settle such labor liens at his own expense.

O. W. SANDERS. [SEAL.]
PATRICK HYNES. [SEAL.]

In presence of—
H. H. HAWKINS,
P. N. ORAM.

LA CROSSE, Wis., September 25, 1882.

DEAR SIR: I telegraphed you on the 19th instant, asking if the Chippewa Indians of the Lac Court d'Oreilles band who have received patents for lands on the Lac Court d'Oreilles Reservation can sell the timber on said lands.

You answered on the 20th instant as follows, viz:

"If the Indians have patents they may sell the timber subject to the approval of the Department, and the Department will approve contracts honestly and fairly made.

"H. M. TELLER,
"Secretary."

This reservation embraces four townships of land.

A considerable portion of the land is covered with pine timber. Men engaged in the lumbering business would like to buy this timber, and I write this at the request of several persons who desire to purchase.

The standing timber is worth from \$1 to \$2 per thousand feet, the value depending upon the quality and location of the timber.

The Indians are suspicious, and it is believed but few of them will sell or sign any contract of sale unless they are paid the whole consideration at the time of signing the contract. Purchasers will not wish to pay the whole consideration until the contract is approved by you.

I am informed that certain Indian traders on the reservation or in its vicinity have made some purchases of timber of the Indians and have paid therefor with whisky and trinkets.

The parties at whose request I write are willing to pay the fair cash value of the timber, and they desire to know what regulations, if any, you have adopted to govern in the sale of the timber.

How are you to be satisfied that the contract was "honestly and justly made?" Will you have the timber on each patented tract examined and estimated, or will you accept as satisfactory the certificate of the Indian agent?

What terms of sale will you approve? Must the entire consideration be paid down, or may it be paid in installments?

Within what time must the timber be cut and removed from the land?

Purchasers would not be willing to agree to cut and remove all the timber in less than five years, and would prefer to have eight or ten.

If you are satisfied that it is for the interest of the Indians that the timber be sold I suggest that you have prepared a form of contract of sale so that there will be uniformity in the business.

Please write me as soon as practicable in regard to this matter, and oblige.

Yours, very truly,

ANGUS CAMERON.

Hon. H. M. TELLER,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Washington, October 9, 1882.

SIR: I have received and considered your communication of the 25th ultimo, inquiring what terms and conditions in contracts by lumbermen with Indians holding patents for their lands on the Lac Court d'Oreilles Reservation, in Wisconsin, would be satisfactory to the Department, etc.

The contracts for the sale of the timber should be made with the Indians owning the land, under the supervision of the agent for the Indians, subject to the approval of this Department.

The timber should be cut by the Indians and delivered by them on the bank of the river. The price to be paid should be fair cash value of the timber laid down on the banks of the river, and payment should be made therefor when it is so delivered.

Crews of white men can not be allowed on the reservation for the purpose of cutting the timber.

If it should be found necessary, a proper person as agent for the purchaser, and at his expense, may be permitted by the Indian agent to go among the Indians to see to the proper cutting of the timber, its measurement, etc.

The timber should not be cut to waste, and not more than three-fourths thereof on each tract should be disposed of, leaving one-fourth, as near as may be, in a compact form for the further use of the Indians.

These instructions will be communicated to agent of La Pointe Agency at Bayfield, Wisconsin.

Very respectfully,

H. M. TELLER,
Secretary.

Hon. ANGUS CAMERON,
La Crosse, Wis.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 29, 1885.

SIR: Referring to your letter of the 7th ultimo, transmitting certain recommendations of W. G. Walker, Government farmer, in regard to the lumbering during the coming season on the patented lands of the Bad River Reserve, with your remarks and suggestions thereon, I have to say that in the absence of sufficient practical knowledge by this office on the subject, the matter of detail attendant upon the logging operations generally must be largely committed to your discretion and judgment, taking care, however, to keep within the line of the general instructions of this office at the outset in 1882, as set forth in the inclosed circular of your predecessor.

In his report of June 29, 1884, accompanying statement of results for the season of 1883-'84, Agent Durfee, speaking on the subject of white labor, and referring to the fact that owing to the Indians' want of knowledge of logging operations, caring for and handling teams, etc., he had, at an early state of the proceedings, been authorized to allow the employment of white foremen, cooks, and teamsters to a limited extent in the lumber camps, expressed the opinion that the Indians had then acquired sufficient experience to enable them to dispense entirely with white labor, and recommended that thereafter white labor of every kind be excluded, except allowing a white contractor to employ a man at his own expense to see that the work was properly done according to contract.

These views, as I am informed, were concurred in by the then Secretary of the Interior at a subsequent personal interview had with Agent Durfee here touching the general subject, but to what extent they were carried out in the operations of 1884-'85 does not appear. The theory of the Department being that the Indian shall be induced to labor, extraneous help of every description should be rigidly excluded, except where in your judgment it is absolutely necessary as a means of education to the Indians; in such cases only the very best kind of help should be permitted, and only until such time as the Indians can get along without it.

I subjoin a few general suggestions for your guidance in the further prosecution of this enterprise.

(1) Heretofore there appears to have been considerable delay (probably unavoidable) in forwarding the contracts and bonds for approval by this office. They should be transmitted as early in the season as possible.

(2) No contracts will be approved by this office until patent has issued, or the allotment has been approved by the Department. I observe by the schedule of contracts entered into during the season 1884-'85, transmitted by you on the 14th instant, that four contracts were made by Indians of the Fond du Lac Reserve, aggregating over a million feet of timber, value some \$6,000. These contracts were never submitted to this office; and I see by a letter addressed to you on the 26th of May last, you were instructed that, pending verification of selections on said reserve, no contracts by the Indians thereof for the sale of timber on the allotted tracts for speculative purposes under Department authority of September 28, 1882, should be entertained. See also on this subject office letter to you of the 28th instant. I presume the contracts referred to were made before your accession to office.

(3) Care should be taken to see that the Indians do not contract for more timber than they can reasonably supply during the season, and each contract should terminate at the end of the season or within a reasonable time thereafter.

(4) Contracts and bonds will only be received when on the appropriate forms. Bonds must accompany contract in all cases.

(5) Some oversight should be exercised over prices of supplies, etc., furnished by contractors to the Indians, in order that the Indian may not be imposed upon.

(6) A plan should be devised whereby all claims for labor should be discharged before final settlement with the Indian.

(7) Precautionary measures should also be taken for the safe-keeping of moneys coming to Indians who are unable to take care of it themselves, and to prevent a recurrence of such cases as that of Moien and Shibagishihouqua, as to whom I may observe that I await your further report.

(8) At the termination of the logging season a full report of operations and results should be made to this office.

Other questions will of necessity from time to time arise, but it is hoped that with your own familiarity with the business and experience the Indians have already had you may be able to see your way clear to an economic and satisfactory prosecution of the work.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
*U. S. Indian Agent,
La Pointe Agency, Ashland, Wis.*

UNITED STATES INDIAN SERVICE,
La Pointe Agency, — 188—.

SIR: My instructions from the honorable Commissioner of Indian Affairs in relation to the sale of pine upon the Indian reservations are to the following effect:

Indians who have received patents for their lands will be permitted to cut and sell the timber from three-fourths of the tract patented, leaving one-fourth of the timber in a compact body intact, for future use for fuel, fencing, etc.

They will not be permitted to sell stumpage, neither will white crews be allowed to do the work, but the Indians themselves must cut and sell delivered on the bank of a driving stream, lake, or at mill as may be desired.

The logs to be paid for from time to time, as may be agreed between the contracting parties, final payment to be made before they are removed from the landings. White men logging upon the reservation will be considered and treated as trespassers.

The scale will be by a party approved by the United States Indian agent in charge of the reservation, the scaler to be paid equally by the first and second parties to the contract. All contracts, in order to be valid and binding, must first be approved by the United States Indian agent and the honorable Commissioner of Indian Affairs.

I have blank forms of contract at this office, which I will furnish if you desire to purchase pine from any of the parties authorized to sell.

Very respectfully,

W. R. DURFEE,
U. S. Indian Agent.

UPPER ALTON, ILL., August 13, 1886.

DEAR SIR: In answer to your telegram regarding canceling my license at La Pointe, Wis., will say: That after getting my license it was too late for the spring trade, and being only one reservation where was any likelihood of doing anything, viz, the Lac Court O'Reilles, in Wisconsin, the roads were almost impassable in the spring. I went there in May (say latter part), and found two or three persons trading there without license and a number of loggers making extensive preparations to go in there to contract for the Indian pine. I concluded to see the agent about it, and he informed me the Commissioner had written him not to allow any one to contract for the Indian pine until he examined the matter more fully. I told Mr. Gregory, the agent, if these outsiders were going to be allowed in there the licensed traders, being under restrictions, would have no show, and that I was going to refer the matter to the Commissioner and await his decision before doing anything. I placed the matter in Colonel Morrison's hands in June, and I have the Commissioner's reply to him, wherein he states he had referred the matter, with my letter, to the honorable Secretary of the Interior, and that Colonel Morrison would be advised of the result,

and that is what has delayed me so long in getting started up there; and am still awaiting the Commissioner's reply to Colonel Morrison.

I will here state that there has only been one licensed firm on this reservation for several years, namely, Messrs. Dobie & Stratton, so I could not see any harm in my wanting things in proper shape before opening up, when you had licensed two other parties there last year that never made any pretensions whatever during the life of their licenses. There are a lot of strong Republicans up there, who don't want me to have them excluded from trading or logging on this reservation, who perhaps have had the matter misrepresented to you. I am prepared to open up there at once if I can get a decision on the matter, but I don't want to go there with license and under bond if others can go there under no bond or restrictions, as they have done in the past.

I have written Colonel Morrison and the honorable Commissioner fully in regard to this matter, and supposed it was in good hands and would be acted upon. Still if you see fit to cancel my license before I get this decision I can't help it, but I think it will be doing me (a good Democrat) a great injustice.

Very respectfully, yours,

HENRY C. TATUM.

Hon. A. P. UPSHAW,
Assistant Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 24, 1886.

SIR: I am in receipt of your letter of the 15th June last, with detailed statement of the lumbering operations carried on during the season of 1885-'86 on the Lac Court Oreilles, Bad River, and Fond du Lac Reserves, respectively, showing a net gain to the Indian owners of the pine of \$131,286.46.

I have carefully examined the statement, and, apart from the fact that the price of logs during the season appears to have been rather low and the cost of banking somewhat high, the general results to the Indians engaged appear to be highly satisfactory, and such as to warrant, at all events, a present continuance of the undertaking.

I am especially gratified to know that, as a consequence of those operations, the Indians are learning to work; that a goodly number of them have not only accumulated money, but have fine horses, oxen, and other property necessary to complete logging and farming outfits; that many are getting good comfortable houses, and that the general condition of the Indian communities is greatly improved.

You state that in making settlement with the contractors on the Lac Court Oreilles Reservation for last season's operations you took \$12,326.81, belonging to some old men and women who were incapable of taking care of it themselves, and placed it in Sawyer County Bank, Hayward, Wis., also \$1,595.04 in Seymour's Bank, Chippewa Falls, for their benefit, permitting them to draw sums ranging from \$5 to \$10 per week as long as their money lasts, all checks of the depositors being indorsed by the Government farmer, and the banks being instructed, when the deposits were made, on no account to exceed the weekly limit specified. This, you state, insures these old people a good living for three or four years, whereas if the money had been paid to them in bulk it would not have lasted them three months.

Your action in this respect has the full approval of this office, and will serve as a precedent for future similar cases.

Referring to the conversation had with you whilst here as to the proposition to confine the contracts in the hands of the licensed traders exclusively, I have given the subject careful consideration, and have arrived at the conclusion that for various reasons it would be impolitic and injudicious to do so.

But I see no good reason why an outside contractor who furnishes an Indian with supplies, outfits, etc., in part payment for his logs, and thereby virtually, though in a limited sense, becomes a "trader" in the Indian country, should not in all justice to the Indians and the regular licensed trader be placed under the same restrictions as the latter.

The license in such cases should not be a general license to trade, but a special license to the extent necessary for the purpose only of fulfilling the contract, and should terminate with the contract itself.

By this means the regular trader and the Indians would be protected, competition maintained, and all semblance of favoritism avoided. In short, all would be on an equal footing.

You will therefore require all persons, other than the regular licensed traders, desiring to contract for the pine and proposing to furnish supplies, etc., on the different reservations to the Indians in part payment therefor, before any such contracts are acted upon, to first conform to the regulations of this office (copy inclosed) respecting

licensed traders, by taking out license, furnishing bond, etc., and being in all things subject to the restrictions imposed upon regularly licensed traders; the number of employes at such trading establishments to be limited to the actual necessities of the case and to be subject to your approval.

Renewing the instructions heretofore given in office letter of October 29, 1885, you are authorized—

(1) To regulate and fix the price, according to market value, of the different grades of pine, below which no contracts shall be approved.

(2) To regulate the labor question, insisting that the Indians shall remain faithfully at their work during the logging season, at proper and reasonable wages.

(3) To regulate the question of white labor in the camps, using just as little of it as possible and only where absolutely necessary, as in the case of a foreman or instructor, cooks, and teamster, holding all such to a strict observance of the intercourse laws and regulations. In the case of the Lac Court Oreilles Reserve I understood you to say that little, if any, white help would be needed.

(4) To exercise a general supervision over prices charged by contractors for supplies of all kinds, seeing that the Indians are not imposed upon, under penalty of disallowances, revocation of licenses, and refusal to renew contracts.

(5) To see that none but reliable parties are permitted to contract, and that contracts are not made for purely speculative purposes.

(6) To approve such contracts only as are made in good faith, and where the beneficiary manifests an intention of improving his condition and conforming to the habits of civilized life.

(7) In case of beneficiaries being old, or infirm, or otherwise incapable of taking care of their money, to see that it is deposited in some reliable bank to their credit, subject to the Indian's weekly or monthly draft, approved by yourself or the Government farmer, in limited amounts for necessary subsistence, or in larger sums to pay for improvements.

Other suggestions of a minor degree for the better prosecution of the enterprise may from time to time present themselves to you, which, within the line of the general instructions given you, you are at liberty to adopt.

The blank forms for which you made requisition are now in the printer's hands and will be forwarded you as soon as ready.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

J. T. GREGORY, Esq.,
*U. S. Indian Agent,
La Pointe Agency, Ashland, Wis.*

COMMITTEE ON INDIAN TRADERS, UNITED STATES SENATE,
Washington, March 12, 1888:

SIR: I have the honor to furnish to you a copy of a resolution this day adopted by the Senate Select Committee on Indian Traders, as follows:

Resolved, That a copy of the evidence taken by this committee concerning the Chippewa Indian allotments and timber contracts be transmitted to the Secretary of the Interior for his information; that his attention be specially called to the testimony showing that extensive lumbering operations are now being carried on upon the Chippewa reservations, under contracts not yet approved by the Commissioner of Indian Affairs, by large gangs of lumbermen who are not Indians, in violation of the rules of the Indian Office under which such contracts have been allowed to be made; and that the suggestion be further made to the Secretary that it is advisable that orders be given by telegraph to stop immediately the cutting down any more trees upon the reservations under contracts with the Indians, until further orders from the Department.

The evidence taken by the committee, which, by the above resolution, I am directed to transmit to you, is being printed at the Government Printing Office. A copy will be handed to you as soon as it is in type.

It appears from the evidence submitted that the Chippewa Indians to whom lands were allotted in severalty were first allowed to cut and sell the timber thereon under a plan recommended by Special Agent Durfee and Commissioner Price. Certain rigid provisions to regulate the business were adopted.

(1) The contracts by their terms were not to be valid until approved by the Commissioner.

(2) The Indians were to cut and haul the timber and deliver it for a fixed price, and were not to be allowed to sell stumpage.

(3) Three-fourths only of the lot of each Indian was to be cleared; the trees on the

other one-fourth to be left standing in a compact body, convenient for domestic purposes.

(4) The work in all cases was to be done by Indians, except that white men might be allowed to act as foremen, blacksmiths, and cooks.

The safeguards of the system thus carefully prescribed, it appears, however, have been entirely broken down. The evidence taken by the committee shows:

(1) That none of the timber contracts for the present winter have been approved by the Commissioner, the same having only recently reached his office; but that nevertheless all the contracts have gone into operation and the timber is being cut and removed thereunder.

(2) Although the form of the original contract is still used, yet the custom is for the purchasers of the timber from the Indians to guaranty that the latter shall realize a fixed amount as stumpage, and the purchasers then cut the timber and haul the logs themselves.

(3) The rule that only three-fourths of each lot shall be cut over is disregarded and substantially all the trees are felled.

(4) The purchasers of the timber, doing their own lumbering, employ white men. Witnesses estimate there are now at work upon the Court Oreille Reservation 200 Indians and 1,400 white men; upon the Flambeau, 25 Indians and 125 white men; upon the Fond du Lac, 25 Indians and 150 white men; and upon the Bad River, 30 Indians and 400 white men.

The foregoing condensed summary of the case as it now appears to the committee leads to this general result: That a plan originally designed to benefit the Indians, by giving them for many years useful employment and reasonable sums of money, while removing from the reservations only trees which could be judiciously spared and leaving the rest suitably preserved and located, has been perverted into a system under which greedy contractors have rushed upon the reservations; have aroused the desires of the Indians to obtain money without work; have made contracts practically unlimited as to the number of trees to be cut; have brought in swarms of white lumbermen to do the work; have already absolutely denuded the finest timber tracts; and are stripping the allotments so rapidly, that it is probable that within two or three years the pine lumber of the reservations will all be gone, and that not long thereafter the temporary and delusive prosperity of the Indians will cease and the Government will be asked for appropriations for their support. Unless the testimony taken can be shown to be erroneous, there has been the grossest mal-administration on the part of the local United States officials in charge of the Chippewa reservations.

If, upon inquiry, the facts should appear to you substantially as above stated, it is not doubted that you will gladly adopt the suggestion of the committee, and cause orders to be given by telegraph to stop the cutting of any more trees upon the reservations. This action would not interfere with the proper disposition of any timber already felled, and justice, as near as may be, would of course be accorded by the Commissioner to all parties. It is to be regretted that the present lumbering season is nearly over; but it is to be hoped there may not be any hesitancy and delay in action which will enable the perniciously active contractors to succeed in realizing the full benefit of their vicious contracts which are as yet unapproved by the Department and therefore null and void.

It is due to the Commissioner of Indian Affairs, Hon. J. D. C. Atkins, to say that he has on oath before the committee disclaimed the possession of any knowledge, until very recently, of any of the injurious facts above recited, except that he admits that he knew that the cutting of timber had been allowed to begin when the contracts were signed and before their approval by the Commissioner, which practice of violating the terms of the contracts he avers began before he took office; that he expresses the determination, if wrongs have been done, to correct them if possible; and that he asserts his confidence in the faithfulness of the Indian agent in control of the reservations, Mr. Joseph T. Gregory, of Ashland, Wis. But the subject is evidently one requiring your personal consideration, and such action as your knowledge of the localities, and possibly of the parties, will doubtless enable you to make prompt and efficacious.

Yours, very truly,

WILLIAM E. CHANDLER,
Chairman.

Hon. WILLIAM F. VILAS,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, March 1, 1888.

SIR: Referring to so much of my report (pp. 15, 16) of the 17th ultimo, upon the subject of the charges made by Calligan Brothers against Agent Gregory, of the La

Pointe Agency, Wis., as alluded to a report made by Inspector Thomas, September 29, 1887, on the conduct of the logging operations on the Fond du Lac Reservation, in Minnesota, with reference more particularly to certain contracts of one Patrick Hynes, I deem it proper to state that a delegation of Fond du Lac Indians, now here, have openly asserted in my presence that Inspector Thomas's report was "whitewashing" proceeding, and that the said Patrick Hynes is claiming that he alone has the right to contract for the Indians' pine, compelling them to sell to him at \$5 per thousand.

I submit the statement so made for your consideration, in connection with my said report of the 17th ultimo.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 11, 1886.

MY DEAR SIR: With reference to the logging enterprise at La Pointe Agency, Wis., as to which I have had an extended conference with Agent Gregory, the general results to the Indians in the way of their material advancement appear to be so satisfactory and promising for the future as to render its continuance highly desirable.

Mr. Gregory (who appears to be a thoroughly practical man and to have the good of those Indians at heart) says that the Indians are all learning to work, are getting good, comfortable homes, and their general condition is being greatly improved, and that if the logging operations should be stopped there would be much suffering and trouble amongst them.

Of course, in a matter involving an aggregate value of some \$350,000, especially amongst Indians, some minor abuses have crept in which the agent, not being ubiquitous, is unable to control, but, upon the whole, the business seems to have been singularly well managed and conducted on all sides with honesty and fairness.

The principal question for consideration at the commencement of this new season appears to be, whether the contracts with the Indians shall be confined to the licensed traders on the reservations, or whether, as heretofore, they shall be open to public competition.

At the outset, in 1882, it appears to have been manifestly the intention of the Department (Mr. Secretary Teller, presiding) that the Indians holding patents for their lands should be permitted to contract with whomsoever they pleased, subject to approval of the contracts by their agent and the Commissioner of Indian Affairs, and this plan has hitherto obtained in practice. Outside of Dobie & Stratton, the regularly licensed traders on the Lac Court d'Oreilles Reserve, who have had the majority of the contracts, the contractors have been but few in number, not exceeding fourteen, all told, on the three reservations where logging has been done, some of whom are half-breeds belonging to the tribes interested.

General Heath, who, you will remember, was sent out last April to the agency to investigate the logging business in connection with charges of fraud, implicating Postmaster-General Vilas and other officials, appearing in the local press of Wisconsin, and who found nothing in his investigation to sustain the charges, recommended that instead of one, as heretofore, three traders should be appointed at Lac Court d'Oreilles, who alone should be contracted with, and his reasons were these:

"Being under bond they will be compelled to sell supplies at prices supervised by you, and a worthy competition will enable the Indian to obtain supplies at less cost than prices fixed by you as fair and legitimate, the prices of logs being fixed by supply and demand.

"The Indian can only be cheated in the prices charged for supplies furnished him by unlicensed contractors. The latter (over whom you can exercise no control) sells supplies to the Indians at his own figures, takes a lien on their pay, and leaves at the end of the season satisfied, whilst the licensed trader has to carry these same men over the year, who are now without funds, or receive their displeasure and that of the tribe."

There is some show of reason in this argument, but, in my judgment, not enough to warrant the exclusion of outside competition altogether, and thereby run the inevitable risk of exposing the agent and the office to a charge of fostering monopolies, against the declared policy of the administration. Under the present system all having the means have an equal chance to contract, a healthy competition is invited, and criticism is disarmed.

It is true the licensed trader may be at some disadvantage in having to carry a few Indians during the summer months, but this he would probably have to do anyway, and I do not see how it can well be avoided.

Beyond General Heth's recommendation, the only person so far who has urged the propriety of confining the contracts to licensed traders is Mr. H. C. Tatum, who, you will remember, was appointed trader at Lac Court d'Oreilles at the instance of Mr. Morrison, of Illinois.

You will also not fail to recollect that this matter has already been the subject of two investigations during the present administration; first, upon charges laid before the President by one Cornell, a disappointed office-seeker; and, second, upon statements in the public press already referred to. In both instances the agent was fully exonerated, and the administration of his office with fidelity sustained.

Already the Roman Catholic denomination (as appears in a letter now before me) is beginning to protest against discrimination in the contracts for the ensuing season.

Upon the whole, I am of the opinion that to restrict the contracts in the hands of the licensed traders only would be an injudicious proceeding. To do so would not only be in contravention of the original plan of the Department, and deaden competition, but would provoke a storm of adverse criticism which this Bureau, in its endeavors for a just and honest administration of Indian affairs, should not be called upon to endure.

Knowing, however, that this question has already been before you in other ways, I prefer to know that you concur in this opinion before taking definite action on the subject.

An early reply will oblige
Yours, very truly,

A. B. UPSHAW,
Acting Commissioner.

Hon. J. D. C. ATKINS,
Paris, Tenn.

[Indorsement.]

Respectfully returned to the Acting Commissioner, fully concurring in the conclusion arrived at. Notwithstanding there may be some plausibility in the claim set up by the licensed traders, nevertheless an open and unrestricted sale of logs by the Indians to the highest bidder seems to be the surest method of securing just compensation to the Indians.

J. D. C. ATKINS,
Commissioner.

This agreement, made and entered into at the La Pointe Indian Agency, Wis., this _____ day of _____, 188____, between _____ of _____, party of the first part, and _____ of _____, party of the second part, Witnesseth: That the said party of the first part, having received from the United States a patent, subject to certain reserved rights vested in the President of the United States, to the _____ situated upon the _____ reservation, in the State of Wisconsin, agrees to cut, in a good and merchantable manner, into logs of the lengths of _____ feet, from the merchantable pine timber upon three-quarters of the said tract, the boundaries of which shall be designated by the United States Indian agent in charge of the above-named agency, and incorporated into and become a part of this contract, and that none of the logs shall measure less than _____ inches at the small end, and to deliver _____ thousand feet, more or less, of said logs upon the bank of _____, to the party of the second part, for the sum of _____ per thousand feet, board measure, as scaled upon the bank by a competent scaler, who shall be approved by the United States Indian agent above mentioned.

In consideration of the above agreement and sale, the party of the second part agrees to pay to the said _____, as fast as the logs are delivered upon the bank in lots of _____ thousand feet, _____ of the purchase money; that is to say, when _____ thousand feet are delivered, the sum of _____ shall be paid thereon, and for each subsequent _____ thousand feet so delivered an equal amount shall be paid, and the remainder of the purchase-money shall be paid _____ when the logs shall be considered delivered to the party of the second part. The expense of scaling the logs upon the bank shall be equally divided between the parties of the first and second part to this agreement.

This contract shall be valid and binding only after having the approval indorsed thereupon of the United States Indian agent in charge of the above-named reservation and the honorable Commissioner of Indian Affairs, and shall not be assigned or sublet under penalty of annulment thereof.

Witness the hands and seals of said parties the day and year first above written.

[SEAL.]
[SEAL.]

In presence of—

UNITED STATES INDIAN SERVICE,
La Pointe Agency, _____, 188—.

I certify that prior to signature the foregoing agreement was read and carefully explained by me to the above-named _____, who appeared to fully comprehend, and voluntarily executed the same in my presence.

Official Interpreter.

LA POINTE AGENCY, WIS.,
_____ Reservation, _____, 188—.

with _____ . Contract for sale and delivery of pine timber on _____

LA POINTE AGENCY, WIS.,
_____, 188—.

The within contract is hereby approved and respectfully transmitted for the action of the Commissioner of Indian Affairs.

U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
_____, 188—.

Approved:

Commissioner.

Recorded La Pointe timber contract record, Land Div., Indian Office, vol. _____, p. _____

Know all men by these presents: That we, _____ of _____ and _____ of _____ and _____ of _____, are held and firmly bound unto the United States of America in the sum of _____ dollars, lawful money of the United States, to be paid to the United States for the use and benefit of _____, an Indian of the _____ band of Chippewas of Lake Superior, residing on the _____ Reservation, in the State of Wisconsin, for which payment to be well and truly made we bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Scaled with our seals, dated this _____ day of _____, A. D. 188 _____.

The condition of the above obligation is such that, whereas, by agreement bearing date the _____ day of _____, 188 _____, _____, an Indian, holding patent for the _____ on the _____ Reservation, in the State of Wisconsin, hath contracted and agreed with the said _____ for the sale and delivery to _____ of _____ thousand feet, more or less, of pine logs cut from said tract, at the price and in the manner and upon the terms and conditions in said agreement mentioned.

Now if the above bounden _____ heirs, executors, administrators, or assigns, or any of them, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said recited agreement contained, on his or their part to be kept and performed, at the time and in the manner and form therein specified, then the above obligation shall be void; otherwise to remain in full force and virtue.

[SEAL.]
[SEAL.]
[SEAL.]
[SEAL.]

Signed, sealed, and delivered in the presence of—

_____.

UNITED STATES OF AMERICA, State of Wisconsin, _____ County, ss:

Before me, a _____ duly appointed and qualified, personally appeared _____ and _____, to me severally personally known, who, being by me severally sworn, doth depose and say, each for himself, that he is worth the full sum of _____ dollars over and above all just debts, liabilities, and incumbrances.

Subscribed and sworn to before me this _____ day of _____ 188 _____.
Witness my hand and official seal.

_____.

LA POINTE INDIAN AGENCY, Wis.,
 _____, 188 .

to the United States for use of
 for sale and delivery of pine timber from

(Indian). Bond to accompany agreement
 Reservation, Wis.

LA POINTE INDIAN AGENCY, Wis.,
 _____, 188 .

The within written bond is hereby approved and respectfully transmitted for the
 action of the Commissioner of Indian Affairs.

U. S. Indian Agent,

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
 _____, 188 .

Approved.

Commissioner.

ASHLAND, Wis., June 21, 1886.

DEAR SIR: I would like for you to see General Atkins, Commissioner Indian Affairs, in regard to logging on the Lac Court O'Reilles Reservation in Sawyer County, Wis., and see if he won't issue orders to the Indian agent here not to approve of any contracts for logs except those of the regular licensed traders there, Messrs. Dobie & Stratton and myself.

Last season the agent approved of the contracts made by several outsiders, who went on the reservation and cut logs at will with their own white crews and sold goods to the Indians without license or restrictions, so I am informed by Dobie & Stratton and others, whilst the "poor" licensed trader was under restrictions of the Indian Department and a bond of \$10,000, etc.

These outsiders also bring whisky on the reservation, and other demoralizing influences. There are several school and swamp sections on this reservation which these outsiders can locate on, and, of course, can starve us traders out if they are allowed to contract for the Indians' pine, by not being restricted and bringing in their own labor, etc.

If the Commissioner would not approve of any contracts except those of the licensed traders, these outsiders would leave the reservation and the Indian would get just as much for his logs and fare better.

These outsiders come in the fall and go in the spring, and play a big winning game whilst they are there, and leave the Indians to the trader in the summer when there is nothing to do. Mr. Gregory, the Indian agent, informs me he has recommended this course to the Commissioner, and I wish you would please exert yourself in my behalf in this very just cause soon as you can, as I have to make some arrangements according to the Commissioner's decision, and ain't got anything to lose. I go to Alton to-morrow night and would be glad to have an early answer there. If you think best I can go to Washington, but guess you can fix it without me.

With best wishes, I am sincerely your friend,

H. C. TATUM.

Hon. WM. R. MORRISON, *Washington, D. C.*

UPPER ALTON, ILL., July 10, 1886.

DEAR SIR: In regard to the letter I wrote Colonel Morrison referring to the logging operations at Lac Court O'Reilles Reservation in Sawyer County, Wis., which he placed in your hands, I wish to say that what I wish is an order from you to Agent Gregory prohibiting outsiders from contracting or logging the Indians' pine and giving thereby the licensed traders the protection which I am satisfied your policy has been to do on other reservations. If these outsiders are going to have the same privileges which they had last season, a trader has a very poor chance of doing anything. When I was in Washington I was informed by you, through General Upshaw, that only Dobie & Stratton and myself would be licensed to trade there, which I interpreted to mean we would have the exclusive privileges, which we won't have if these outsiders are allowed in there.

Its nearing the time when I should be making my contracts and I have my logging outfit and all arrangements made to go to work on as large a scale as you desire to limit me to. Hence I am desirous of knowing the conclusions reached by the honorable Secretary of the Interior and yourself at an early a date as suits your pleasure.

From careful observations up there, I am satisfied the Indians will fare much better by keeping the outsiders out than otherwise.

Trusting to receive a favorable reply, I await your pleasure here, and remain,

Very respectfully, yours,

HENRY C. TATUM.

Hon. J. D. C. ATKINS,

Commissioner Indian Affairs, Washington, D. C.

CHIPPEWA FALLS, Wis., January 3, 1888.

DEAR SIR: While in Washington last August, Acting Commissioner Upshaw requested me to appear before him and make such statements regarding the transaction of Calligan Bros. with Agent Gregory as were pertinent to the pending controversy between them and said agent. Agent Gregory being in the city, his presence was requested by Mr. Upshaw, through Governor Pound, but he having immediately after such request left the city, in obedience to the Commissioner's request, I appeared alone and made a verbal statement, after the conclusion of which Mr. Upshaw requested me to reproduce the same by letter for filing with the Department. This I agreed to do, and intended doing it at an early day. My apology for this delay is an apprehension that it would so intensify the hostility of the agent as to cause greater loss to Calligan Bros., who had already suffered loss by reason of his personal partiality and opposition, having been compelled to sell out the business of our firm at a large sacrifice in consequence of Agent Gregory's refusal to permit us to do business on the reservation.

I now feel justified in reproducing, as requested, my verbal statement. What I am about to state can be better understood when it is known that Agent Gregory, in his official conduct, has openly and notoriously shown personal favoritism to Dobie & Stratton, the regular traders, in utter disregard of the interests of the Indians or the equal rights of all citizens to carry on a legitimate business. In support of this statement I would respectfully call your attention to the fact of record in your office that he, Gregory, personally requested of you authority to limit the sale of timber to the regular traders, which you by letter declined to do, but, it is to be regretted did give him extraordinary discretions, which he has used to compass the same purpose, so far as possible to do. In this connection I desire to state that Agent Gregory has represented to George Buffington, of Eau Claire, now a contractor, that I was requested by him to appear before the Commissioner and in his presence (Gregory's) make complaint, but that I declined to do so, referring to the circumstance of our being in Washington at the time above referred to; a most arrant falsification.

The following is what I recall of my statement to the Commissioner, to wit: Calligan Brothers, a firm composed of my brother and myself, engaged in the purchase of logs of the Indians upon the Lac Court Oreilles Reservation during the winters of 1885 and 1886. Our transactions were amicable and satisfactory. During the summer of 1886 Farmer Rusler informed us that preference would be given parties who should make advances to the Indians for the purchase of logs; whereupon we proceeded to make large advances to the Indians on account of prospective contracts to be made at the proper time. It being rumored later that the sale of logs was to be confined to Dobie & Stratton we employed Hon. T. J. Cunningham to see Agent Gregory on our behalf. Mr. Cunningham visited the agency and reported to us that our contracting would be all right; the agent, however, complaining that we were offering too much for logs.

Later Agent Gregory instructed farmer Rusler not to furnish Calligan Brothers with blank contracts, as he should not approve any contracts with them. The farmer, in pursuance of instructions of the agent, informed the Indians that we would not be permitted to purchase logs, whereupon other parties, on such information, proceeded to contract for the logs of the same parties for which and with whom we had made agreements and advances. At this juncture Governor Pound interceded for us and persuaded the agent to recede from his determination, and it was agreed that in the cases of such duplicate agreements, the Indians should choose in the presence of both parties which of the parties he desired to contract with, and such choice should determine the question, the farmer being instructed accordingly. Blanks were duly furnished us and the course agreed to proceeded with, until the case of Mary Bray was reached, when the agent positively refused to be governed by the choice. The attention of the Department was called to this case, but before action was had the timber had been so far removed that we waived any interference. This was the case of personal favoritism, in which the farmer, acting under the advice of the agent, had persuaded Mary Bray to contract with Peter Bergevin, traveling a long distance from his office to Flambeau with Mr. Bergevin for such purpose, and upon the final hearing declined to act as in the other cases, but referred it directly to the agent, who

flatly refused to approve our contract as desired by Mary Bray, notwithstanding under our contract more would have been realized by Mary Bray than by the contract with Peter Bergevin.

In another case that was brought to the attention of the special agent, Gardner, Calligan Brothers were caused great annoyance and loss by the partiality of the agent. In this case the agent omitted to approve the contract before forwarding it for the Commissioner's action, but, upon its being returned with his conditional approval, he corrected his error. After work had been commenced upon this contract, the agent undertook to annul it in the interest of Dobie & Stratton, ordering work to be discontinued, putting us to much loss, and only withdrawing his opposition when Special Agent Gardner, reviewing the case, advised him to do so. Agent Gregory represented to Agent Gardner that we had no contract in the case, but we produced it, together with other papers, showing the agent's prior recognition of the same.

Having contracted with the party holding patent for the N. $\frac{1}{4}$ of the SE. $\frac{1}{4}$, section 14, township 39, range 8 west, for the logs to be cut from the same, and paying a higher price than other parties were paying for such timber, and presuming upon the agent's approval, we entered upon the fulfillment of the contract, but were ordered to suspend, and did so. We paid the owner in full for all logs secured, after having first tendered the money in trust to Agent Gregory, who refused it and complained of us for trespass. He has subsequently approved a contract made by our assignees, the Valley Lumber Company, with the same party, for the same timber, upon the same terms made by us. While we were being prevented by the agent from a legitimate fulfillment of our contract and prosecution for trespass, Dobie & Stratton were permitted without interference to enter upon the premises in question and remove a large amount of timber without the semblance of a contract.

The foregoing is the substance of the statement made by me to Acting Commissioner Upshaw last August.

Since my return, with the purpose of continuing our business, in which we have invested nearly all our means, George Calligan asked the agent if he would accept our contracts for logs cut from the reservation the coming winter. His reply was evasive, saying he had no instructions from the Department, and we must take our chances with others. He afterwards instructed his chief clerk to give us no statements of accepted or patented allotments (such as were never denied to others). After our having made agreements for several million feet of logs to be cut this winter and made advances on the same the agent made public his determination not to approve any contract made by us, and instructed the farmer accordingly, thus compelling us to abandon our business or engage in a profitless and probably expensive controversy with the agent, and involving an appeal to your office for determination. We have chosen the former course, and sold our outfit to the Valley Lumber Company, of Eau Claire, inducing our contractors to substitute the name of the said company for Calligan Brothers, which, upon being done, the agent promptly approved of the contracts.

I send this communication with much reluctance, as neither myself or Calligan Brothers court any controversy with the agent or any other party, and for the further reason that the Department can derive from this letter but a slight conception of the abuses and prostitution of trust by your agent, fast becoming notorious in this community, and, unless soon arrested, certain to entail upon this administration very damaging scandal.

For any further explanation or information within my knowledge you are at liberty to command me, either to appear in person or present by letter.

Very respectfully, yours,

P. H. CALLIGAN.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 19, 1886.

SIR: I am in receipt by your reference of a letter, dated the 13th instant, from Mr. A. C. Tatum, inclosing one addressed to me, both on the subject of the cancellation of the license heretofore granted to him to trade with the Indians of La Pointe Agency, Wis.

Permit me, in reply, to review the facts of the case as they really exist.

Mr. Tatum's license to trade was granted on the 7th April last.

On the 9th August instant (after an interval of over four months) it was canceled, for the reason that it appeared that Mr. Tatum had taken no steps whatever to open up a store for trading purposes, as contemplated by his license.

In his letter above referred to, Mr. Tatum assigns various reasons for his delay, viz, the fact that when he obtained his license the spring trade was practically over; the impassability of the roads leading to the Lac Court d'Oreilles Reservation, where he specially expected to trade; and his desire to have a clear understanding beforehand as to the rights of a licensed trader in regard to the logging operations now being conducted within the agency.

It is due to Mr. Tatum to say that he had previously written, through you, and to this office direct, requesting that an order be issued prohibiting outsiders from contracting or logging the Indian pine, thereby affording a measure of protection which he deemed necessary to the licensed trader, as being under bond, and subject to office regulations in connection with Indian traders.

Answer to these communications was made that Mr. Tatum's application would be duly considered in connection with the general subject, then under advisement.

Since then the whole matter has been carefully considered, and the conclusions arrived at by this office are that, whilst there may be some plausibility in Mr. Tatum's argument, to restrict the logging contracts in the hands of licensed traders alone would not only be in contravention of the original plan of the Department, but also an impolitic and injudicious proceeding, offering a field for adverse criticism, which this Bureau, in its endeavors to a just and honest administration of Indian affairs, should not expose itself to.

Under the system hitherto prevailing, subject to such additional restrictions as this office may see fit to impose, all having the means have an equal chance to contract, a healthy competition is invited, and the Indian is measurably benefited thereby.

I should be sorry to do Mr. Tatum an injustice, but his dilatoriness in action under his license, and his manifest anxiety on the logging question, have inclined me very much to doubt whether, apart from that element, he is anxious for the tradership at all.

Mr. Tatum's insinuation that he is "undergoing the freezing-out process of those Republicans up there, who have had their own way for years," is as uncalled for as it is unjust.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

Hon. WM. R. MORRISON,
House of Representatives.

UPPER ALTON, ILL., August 13, 1886.

MY DEAR SIR: I am just in receipt of yours of 11th instant. I am satisfied the Commissioner don't understand the condition of affairs up there, and to make plain talk, I will say it will take an outlay of some \$50,000 to carry on the business properly; and, of course, I have to get some backing, and in order to get the backing I am to be assured that the Commissioner will protect me against outsiders, as the logging interests of that country represent some \$8,000,000, and if they are allowed to have the freedom of last winter they can freeze me out and bankrupt me in thirty days. "The law says no one but a regular licensed trader or Indian of full blood are allowed to trade on an Indian reservation," but on the Lac Court O'Reille, where I want to locate, all the main loggers in northern Wisconsin have been getting logs and selling goods up to 1st of June, if not later.

Now, I want this stopped, and am ready to open up my store there (which I have the refusal of building unoccupied) at once if I can get this assurance, but don't want to risk \$50,000 in goods and logging outfit without any protection. Two traders who were licensed there last year never did a dollar's worth of business, because the outsiders froze them out. I never had any idea of trading off or trying to sell my license, but did look for strong logging partner, whom I have got if I can have some kind of a definite understanding. I am honest in my purpose, but it looks like I am being unjustly judged or undergoing the freezing-out process of those Republicans up there who have had their own way for years.

The Bad River Reservation is under same agency, but it seems nobody can do anything on it but Superior Lumber Company, of Ashland, Wis., and Hon. W. F. Vilas is vice-president of said company. I have been up there twice and know of what I speak. My fight is a just and right one, and if they see fit to let me slide, well and good. But, understand me, I am ready to carry out my part at once if the Commissioner will guaranty me protection and not sell out or compromise with me. But I don't propose to put in any money there till I know where I stand.

I inclose you a letter which I had intended mailing General Uphaw, and you can hand it to him if you see fit. I want to get settled soon as I can and am desirous of getting this fixed up at once one way or the other.

And believe me, dear Colonel, I don't want to put you to any more trouble and fully appreciate what you have already done for me.

Sincerely your friend,

HENRY C. TATUM.

Col. WM. R. MORRISON,
Washington, D. C.

I would say there is a great deal of difference in running a logging and general store than to operate a store in the Indian Territory, and more money and utensils involved.

List of logging contracts made by Calligan Brothers with Indians of the Lac Court d'Oreilles Reserve for the seasons 1885-'86, 1886-'87, and approved by Indian Office.

[1885-'86.]

Name.	Number of thousand feet.	Price per thousand feet.	Approved by agent.	Approved by Commissioner.
1. Bi-mo-sa-ge-zhig	200	\$5. 75	Dec. 14, 1885	Apr. 23, 1886
2. We-ge-ji-gum	200	5. 50	do	Do.
3. A-bi-ji-zi-jig	125	5. 75	do	Do.
4. Bid-we-we-quam-bi-kwe	350	5. 75	do	Do.
5. O-dish-k-we-bi-nens	100	5. 75	do	Do.
6. O-za-wan-tib	250	5. 75	do	Do.
7. Goshers	200	5. 75	do	Do.
8. Ge-kik-ji, jr	200	5. 75	do	Do.
9. Michael Burnside	200	5. 75	do	Do.
10. Na-wa-an-ga-bines	200	5. 75	do	Do.
11. Ikwe-sens Manens	200	5. 75	do	Do.
12. Wa-sa-bis	250	5. 75	do	Do.
13. O-dah-bi-dah-shi-a-no-kwe	100	5. 75	do	Do.
14. Gi-wi-ta-bi-nens	100	5. 50	do	Do.
15. O-gi-di-bi-kwe	200	5. 75	do	Do.
16. Wa-bish-ki-gwan	200	5. 75	do	Do.
17. Charlie Smith	200	5. 00	Mar. 26, 1886	May 4, 1886
18. Bi-mo-si-gi-jik, jr	250	5. 75	Mar. 19, 1886	Do.
19. Ma-ji-se-kwe	200	5. 75	Feb. 19, 1886	Do.

[SEASON OF 1886-'87.]

1. Bi-ta-wa-ka-mi-go-kwe	100	\$5. 75	Dec. 24, 1886	Jan. 11, 1887
2. Bag-wad-ji-ni-ni	50	6. 00	do	Do.
3. No-di-ni-be-nens, heirs of	100	5. 50	do	Do.
4. John Kew-gan	100	5. 50	do	Do.
5. Jin-gwi-wi-sens	150	5. 75	do	Do.
6. Be-bwe-ni	100	5. 75	do	Do.
7. Bi-st-bans	100	5. 75	do	Do.
8. Gwi-o-ko-gi-jig	200	5. 75	do	Do.
9. Og-mia-gi-ji-go-kwe	200	5. 75	do	Do.
10. Joseph Shicog	100	6. 00	do	Do.
11. Mis-ko-gi-jig-o-kwe	50	6. 50	do	Do.
12. John Bedod	200	6. 50	do	Do.
13. We-sau-aug	75	5. 75	do	Do.
14. Sa-wa-did	200	5. 85	do	Do.
15. Bony Lumbar	100	6. 00	do	Do.
16. Asha-wa-ka-mi-go-kwe	200	5. 50	do	Do.
17. We-we-ji-ga-bow	50	5. 50	do	Do.
18. Corbine Louis, heirs of	200	6. 25	Dec. 8, 1886	Do.
19. Maggie Clanthier	200	6. 50	Dec. 24, 1886	Do.
20. Um-bwa-ge-jig, heir of Ikwe wish	100	5. 75	do	Do.
21. Ni-ga-naus	200	6. 00	Dec. 24, 1886	Do.
22. No-din	200	6. 50	do	Do.
23. Ni-go-io	200	5. 75	do	Do.
24. Louis Bourey, guardian of Leo and Delia Bourey	200	6. 25	May 9, 1887	May 19, 1887

Total number of contracts approved, 43.

WASHINGTON, D. C., February 12, 1887.

MY DEAR SIR: Your letter of the 5th instant, covering copy of Agent Gregory's letter of January 21, 1887, is received.

I regret to be compelled to disagree with some material statements of fact made by your agent with respect to the matter in controversy. Adhering strictly to my presentation of the case, set out in my letter of December 23, I will briefly and truly restate the case. Calligan Brothers, who had been privileged to contract for purchase of logs cut from allotments of the Lac Court d'Oreilles Reservation during the winter of 1885 and 1886, having entered into contracts for other logs to be cut during the present logging season, and made large advances thereon, were in the month of October informed by the farmer, Mr. Rusler, that your agent, Gregory, had directed that no contracts by them (Calligan Brothers) be approved; no complaint against the integrity or fair-dealing of Calligan Brothers was made, the motive being entirely personal. This information being by the farmer communicated to the Indian landholders, some of whom were desirous of selling their timber at once, a number of such owners who had already entered into contracts with Calligan Brothers, on the assumption that their contracts would not be approved, proceeded to contract with other parties for the same timber.

At this juncture of affairs Calligan Brothers appealed to me to intercede for them, and if possible persuade the agent to recede from his determination to exclude them from a privilege which should be free alike to all good citizens.

With reluctance I proceeded to the agency, resulting, as your agent states, in the agreement "to approve any contracts made by Calligan Brothers with the Indians," but with a proviso, which he omits to state, to-wit, that where such contracts had been duplicated by reason of his order, all parties interested should be convened and the contract preferred by the Indian should, in all cases, be approved. This agreement was faithfully adhered to and carried out by the farmer until the case of Mary Bray, referred to in this correspondence, was reached. Here let me note what the agent says in reference to this case. He says: "I was not aware that Calligan Brothers claimed to have contracted with the owners of (describing the land). They never mentioned the fact to me." In this he is mistaken. I personally handed the agent a list of lands contracted, which embraced these identical lands. Furthermore, special mention was made of them at the time of the agreement, the farmer expressing the hope to me that Calligan Brothers would conclude to pass them (on grounds which I omit to state, being personal). But Calligan Brothers declining to yield these contracts, the farmer did convene the parties at Hayward, Mary Bray being present in person, Mr. Bergevin by attorney, and Calligan Brothers in person. At this conference Mary Bray, in her own person and behalf, stated that she preferred to adhere to her contract with Calligan Brothers, whereupon the farmer declined to act and referred the case to the agent, who also declined to carry out the wishes so expressed by the owner of the timber, Mary Bray, the only reason then assigned for such action being "that the contracts with Mr. Bergevin had already been approved and forwarded to the Department."

The correctness of this latter statement is not confirmed by the records of your office, as several weeks later I was personally informed that no contracts except those made with the regular traders, Dobie & Stratton, had then been received at your office. A most significant fact in connection with this case is, that the farmer left the reservation and went with Mr. Bergevin to Flambeau Farm to meet Mary Bray for the purpose of securing this contract for Mr. Bergevin. She informed the farmer that she had already contracted the timber to Calligan Brothers, and was only persuaded to make the contract with Bergevin when informed by the farmer that Calligan Brothers would not be allowed to contract.

I respectfully suggest that you address the following interrogatories directly to Mr. Rusler, farmer, post-office address, Hayward, Sawyer County, Wis., with instructions to make prompt reply directly to you, to wit:

- (1) Were you present when Mary Bray executed a certain contract with Mr. Bergevin for logs to be cut from her lands on the Lac Court Reservation?
- (2) Did Mary Bray inform you at time of this transaction that she had already contracted with Calligan Brothers for the same timber?
- (3) Did you at this time inform Mary Bray that contracts with Calligan Brothers would not be approved?
- (4) At what time did you forward the Bergevin contract with your approval to Agent Gregory?
- (5) Did Mary Bray in person, Mr. Bergevin by attorney, and Calligan Brothers meet you at Hayward in pursuance of an agreement between the agent and Calligan Brothers to determine which of the two contracting parties should be recognized for confirmation?

(6) At such conference what preference was expressed by said Mary Bray?

It is to be regretted that work has already so far progressed under the Bergevin contract, notwithstanding my timely notice, that little, if anything, can now be done

to rectify the injustice to Calligan Brothers, and hence no further investigation need be made to that end. Of the importance of such investigation, to the integrity and wise management of affairs under your supervision, as well as the public service generally, you will be the judge. Other important cases submitted by me some weeks ago are pending in your office, the issue of which may influence your action in the matter of investigation. Please address me at the Ebbitt House, this city, until further advised.

Very respectfully, yours,

THAD. C. POUND.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, February 1, 1888.

SIR: I have the honor to inclose herewith a communication, dated the 3d ultimo, from P. H. Calligan, a member of the firm of Calligan Brothers, of Chippewa Falls, Wis., preferring certain charges against United States Indian Agent J. T. Gregory, of the La Pointe Agency, in connection with the logging operations now and for some years past conducted on the Lac Court d'Oreilles and other Indian reservations under authority of the Department granted September 28, 1882.

Mr. Calligan prefaces his statement by alleging that "Agent Gregory in his official conduct has openly and notoriously shown personal favoritism to Dobie & Stratton, the regular traders, in utter disregard of the interests of the Indians or the equal right of all citizens, to carry on a legitimate business," and in support of this statement calls attention to "the fact of record in your (this) office, that he, Gregory, personally requested of you (me) authority to limit the sale of timber to the regular traders, which you (I) by letter declined to do, but, it is to be regretted, did give him extraordinary discretions, which he has used to compass the same purpose, so far as possible to do;" and after characterizing as false an alleged statement of Agent Gregory to one Buffington, that he (Calligan) had declined to meet him before the Acting Commissioner when both parties were in this city last summer, charges as follows:

That said firm of Calligan Brothers engaged in the purchase of logs belonging to the Indians of the Lac Court d'Oreilles Reservation during the winter of 1885-'86, their transactions being amicable and satisfactory.

That during the summer of 1886 the Government farmer (Rustler) informed them that preference would be given to parties who should make advances to the Indians for the purchase of logs, whereupon they, the said Calligan Brothers, proceeded to make large advances on account of prospective contracts to be made at the proper time.

That later, it being rumored that the sale of logs was to be confined to Dobie & Stratton (the traders), Hon. T. J. Cunningham visited Agent Gregory on their behalf, and, as a sequence, informed them that their contracts would be all right, but that the agent complained that they were offering too much for the logs.

That later Agent Gregory instructed the farmer (Rustler) not to furnish Calligan Brothers with blank contracts, as he should not approve any contracts with them.

That said farmer, in pursuance of instructions from the agent, informed the Indians that Calligan Brothers would not be permitted to purchase logs, whereupon other parties on such information proceeded to contract for the logs of the same parties, for which and with whom they (Calligan Brothers) had made agreements and advances.

That at this juncture ex-Governor Pound induced the agent to recede from his determination, and it was agreed in the cases of such duplicate agreements that the Indian should choose in the presence of both parties which of them he desired to contract with, and such choice should determine the question, the farmer being instructed accordingly.

That blanks were duly furnished to Calligan Brothers and the course agreed to proceeded with until the case of one Mary Bray (an Indian) was reached, when the agent positively refused to be governed by the choice.

That the attention of the Department was called to this case, but before action was had the timber had been so far removed that they (Calligan Brothers) waived any interference.

Claims that this was a case of personal favoritism, in which the farmer, acting under the advice of the agent, had persuaded said Mary Bray to contract with one Peter Bergevin, traveling a long distance from his office to Flambeau with said Bergevin for such purpose, and upon the final hearing declined to act as in other cases, but referred it directly to the agent, who flatly refused to approve their (Calligans') contract as desired by said Mary Bray, notwithstanding she would have realized more than under the contract with Bergevin.

Charges that in another case (name not given), that was brought to the attention of Inspector Gardner, Calligan Brothers were caused great annoyance and loss by the partiality of Agent Gregory.

That in this case the agent omitted to approve the contract before forwarding it for the action of this office, but that upon its being returned with the Commissioner's conditional approval he corrected his error.

That after the work had been commenced on this contract the agent undertook to annul it in the interest of Dobie & Stratton, ordering work to be discontinued; putting Calligan Bros. to much loss, and only withdrawing opposition when Inspector Gardner, after reviewing the case, advised him to do so.

That Agent Gregory represented to the inspector that they (Calligans) had no contract in the case, but that they produced it, together with other papers, showing the agent's prior recognition of the same.

Charges that said Calligan Brothers having contracted with the Indian holding patent for N. $\frac{1}{2}$ of SE. $\frac{1}{4}$ section 14, township 39, range 8 west, for the logs to be cut from the same, and paying a higher price than other parties were paying for such timber, and presuming upon the agent's approval, they entered upon the fulfillment of the contract, but were ordered to suspend and did so.

That they paid the owner in full for all logs secured, after having first tendered the money, in trust, to Agent Gregory, who refused it, and complained of them for trespass.

That he has since approved a contract made by their assignees, the Valley Lumber Company, with the same party for the same timber upon the same terms made by Calligan Brothers.

That whilst they were being prevented by the agent from a legitimate fulfillment of their contract and prosecuted for trespass, Dobie & Stratton were permitted, without interference, to enter upon the premises in question and remove a large amount of timber without the semblance of a contract.

Charges that since his return from this city, and for the purpose of continuing a business in which they had invested nearly all their means, George Calligan asked the agent if he would accept their (Calligan Brothers') contracts for logs cut from the reservation the coming winter.

That the agent's reply was evasive, saying he had no instructions from the Department, and that they must take their chances with others.

That he afterwards instructed his chief clerk to give Calligan Brothers no statements of accepted or patented allotments (such as were never denied to others).

That after having made agreements for several million feet of logs to be cut this winter, and made advances on the same, the agent made public his determination not to approve any contract made by them, and instructed the farmer accordingly, thus compelling them to abandon their business, or engage in a profitless and probably expensive controversy with the agent, and involving an appeal to this office for determination.

That said Calligan Brothers have chosen the former course and sold their outfit to the Valley Lumber Company of Eau Claire, inducing their contractors to substitute the name of said company for that of Calligan Brothers, which being done, said agent promptly approved the contracts.

Mr. Calligan concludes by stating that he sends the communication with much reluctance, as neither himself nor Calligan Brothers court any controversy with the agent or any other party, "and for the further reason that the Department can derive from this letter but a slight conception of the abuses and prostitution of trust by your agent, fast becoming notorious in this community, and unless soon arrested certain to entail upon this administration very damaging scandal," and holds himself in readiness to appear in person or present by letter any further information required.

In regard to Mr. Calligan's preliminary remarks relative to the fact alleged to be of record in this office, viz, "that Agent Gregory personally requested of you [me] authority to limit the sale of timber to the regular traders, which you [I] by letter declined to do, but it is to be regretted did give him extraordinary discretions, which he has used to compass the same purpose, so far as possible to do," it is due to Mr. Gregory and to this office that I should make the following explanation:

On April 7, 1886, one H. C. Tatum, of Illinois, was licensed by this office as an additional Indian trader at the La Pointe Agency.

On August 9, following, the license was revoked, it appearing that Mr. Tatum had taken no steps whatever to open up a trading store.

As reasons for his inaction, Mr. Tatum assigned the following, viz: The fact that when he obtained his license the spring trade was practically over, the impassability of the roads, and his desire to have a clear understanding beforehand as to the rights of the licensed traders in connection with the logging operations then being conducted on the Indian reservations.

The main reason, however, appears to have been his failure to obtain an order from this

office directing Agent Gregory "not to approve of any contracts for logs except those of the regular licensed traders there, Messrs Dobie & Stratton and myself [Tatum]," for which he had in terms above stated previously applied in a letter dated June 21, 1886, addressed to Hon. W. R. Morrison, and again in one addressed to me directly, dated July 10, 1886, both of which letters are now on file in this office, and copies whereof, as also of one dated August 13, 1886, upon the same subject, are herewith submitted (Exhibits A, B, and C).

When Agent Gregory was here in the latter part of July or beginning of August, 1886, shortly after making his annual report for the season 1885-'86, in the course of a general conversation on the logging business, Mr. Tatum's license was referred to and, incidentally, his application to have the contracts confined to the traders.

It should here be stated that Special Agent Heth, who had been sent out the previous April to investigate the logging business in connection with certain charges of fraud published in the local press of Wisconsin, implicating officials and others, and who, in his investigation, found nothing to sustain the charges, had in his report recommended that, instead of one, as theretofore, three traders should be appointed for the Lac Court d'Oreilles Reservation, who alone should be contracted with, and his reasons were these:

"* * * Being under bond they will be compelled to sell supplies at prices supervised by you, and a worthy competition will enable the Indian to obtain supplies at less cost than prices fixed by you as fair and legitimate, the price of logs being fixed by supply and demand.

"The Indian can only be cheated in the prices charged for supplies furnished him by unlicensed contractors. The latter (over whom you can exercise no control) sells supplies to the Indians at his own figures, takes a lien on their pay, and leaves at the end of the season satisfied, whilst the licensed trader has to carry these same men over the year, who are now without funds, or receive their displeasure and that of the tribe."

Pending further discussion with Agent Gregory, I was called away to Tennessee, and the matter was left with the Assistant Commissioner (Hon. A. B. Upshaw), who, on August 11, 1886, wrote me as follows:

"* * * Upon the whole I am of opinion that to restrict the contracts in the hands of the licensed traders only would be an injudicious proceeding. To do so would not only be in contravention of the original plan of the Department and deaden competition, but would provoke a storm of adverse criticism, which this Bureau, in its endeavors towards a just and honest administration of Indian affairs, should not be called upon to endure.

"Knowing, however, that this question has already been before you in other ways, I prefer to know that you concur in this opinion before taking definite action on the subject." (See copy letter herewith, Exhibit "D.")

To this letter I replied by the following indorsement:

"Respectfully returned to the Acting Commissioner, fully concurring in the conclusion arrived at. Notwithstanding there may be some plausibility in the claim set up by the licensed traders, nevertheless an open and unrestricted sale of logs by the Indians to the highest bidder seems to be the surest method of securing just compensation to the Indians."

On the 19th August, 1886, Hon. W. R. Morrison was duly advised by letter of the Acting Commissioner of the conclusions arrived at (see copy letter herewith, "E"), and on the 24th of the same month Agent Gregory was instructed by letter from this office as follows:

"* * * Referring to the conversation had with you whilst here as to the proposition to confine the contracts in the hands of the licensed traders exclusively, I have given the subject careful consideration, and have arrived at the conclusion that for various reasons it would be impolitic and injudicious to do so.

"But I see no good reason why an outside contractor who furnishes an Indian with supplies, outfits, etc., in part payment for his logs and thereby virtually, though in a limited sense, becomes a trader in the Indian country, should not, in all justice to the Indians and the regular licensed trader, be placed under the same restrictions as the latter.

"The license in such cases should not be a general license to trade but a special license to the extent necessary for the purpose only of fulfilling the contract, and should terminate with the contract itself.

"By this means the regular trader and the Indians would be protected, competition maintained, and all semblance of favoritism avoided. In short, all would be on an equal footing.

"You will, therefore, require all persons other than the regular licensed traders desiring to contract for the pine and proposing to furnish supplies, etc., on the different reservations to the Indians in part payment therefor, before any such contracts are acted upon, to first conform to the regulations of this office (copy inclosed) respecting

licensed traders, by taking out license, furnishing bond, etc., and being in all things subject to the restrictions imposed upon regular licensed traders. The number of employes at such trading establishments to be limited to the actual necessities of the case and to be subject to your approval."

A reference to the remaining portion of this letter (the full text of which will be found in the inclosed copy marked "F") will show how far Mr. Calligan's allegation of extraordinary discretions committed by this office to Agent Gregory is justifiable.

I think I am perfectly safe in saying that at no time, either by letter or personally, did Mr. Gregory ever request or recommend that a discrimination as to contracts should be made in favor of the licensed traders. I do not think that he ever even suggested such a course. As I have before shown, the proposition in the first instance emanated—doubtless with the best of motives—from Special Agent Heth, and later on from Mr. Tatum, manifestly from motives of self-interest.

As a sequence of the instructions to Agent Gregory of August 24, above mentioned, the following named persons, desiring to purchase logs of the Lac Court d'Oreilles Indians during the season of 1886-'87, and to furnish them with supplies in part payment, were, upon Agent Gregory's recommendation, specially licensed by this office to trade with the Indians for the purposes of their contracts, viz:

Donald McDonald, Calligan Brothers, Gaynor & Bergeron, Peter Bergevin, Chippewa Falls, Wis.

These licenses were conditioned to expire June 1, 1887, and were issued subject to the same regulations and restrictions as those affecting the regular licensed traders, which Agent Gregory was directed to see properly enforced.

With reference to the particular instances of favoritism and partiality charged by Mr. Calligan against Agent Gregory, the following facts were disclosed by the records and files of this office.

(1) The case of Mary Bray.

On December 27, 1886, Agent Gregory transmitted to this office for approval three contracts severally dated October 11, 1886, made by individual patentees of the Lac Court d'Oreilles band with Peter Bergevin, of Chippewa Falls, viz: Ke-gan-i-ganis, W. $\frac{1}{2}$ SE. $\frac{1}{2}$ section 21, township 38, range 8; Ambrose Corbine, W. $\frac{1}{2}$ NE. $\frac{1}{2}$ section 28, township 39, range 8; Mary Bray, lots 1 and 4, section 4, township 38, range 8.

Ex-Governor Pound having, a few days previously, on behalf of Calligan Brothers, requested this office to withhold approval of said contracts on the ground of prior contracts made by these Indians with his clients, a copy of his letter was forwarded to Agent Gregory with a request for explanation.

On the 21st January, 1897, Agent Gregory replied as follows:

"* * * * The respective owners of the W. $\frac{1}{2}$ of SE. $\frac{1}{2}$ section 21, W. $\frac{1}{2}$ NE. $\frac{1}{2}$ section 28, township 39 north, range 8 west, and lots 1 and 4, section 4, township 38 north, range 8 west, went before Mr. Rusler, Government farmer, and made contracts with Peter Bergevin for the sale of the pine timber on their allotments. After the contracts were signed Mr. Rusler forwarded them to me and I approved them. After Mr. Rusler had forwarded the contracts to me Calligan Brothers went to Mary Bray and got her to make a contract with them for \$6 per thousand, the same as Mr. Bergevin paid her, and sent it to me for my approval. I refused to approve it and they employed Governor Pound to help them out.

"The fact that this woman went before the farmer and in the presence of witnesses voluntarily contracted with Mr. Bergevin ought to settle the matter.

"I was not aware that Calligan Brothers claimed to have contracted with the owners of the W. $\frac{1}{2}$ of SE. $\frac{1}{2}$ section 21, and the W. $\frac{1}{2}$ of NE. $\frac{1}{2}$ section 28, township 39 north, range 8 west for their pine. They never mentioned the fact to me.

"I agreed with Governor Pound last fall to approve any contracts made by Calligan Brothers with the Indians, but did not agree to compel the Indians to sell to them. If they had gone before the farmer and made a contract with Mary Bray before Mr. Bergevin contracted with her, it would have been approved.

"I would respectfully recommend that Mr. Bergevin's contracts be approved."

February 5 a copy of said letter was transmitted to Governor Pound, and he was requested to inform this office whether his objections were withdrawn.

February 12 Governor Pound replied, disputing the correctness of Agent Gregory's statement of the facts, and claiming that, notwithstanding the Bergevin contract, which he alleged had been procured through misrepresentation of the farmer, that Calligans would not be allowed to contract, the preference of the Indian Mary Bray had really been openly declared in the presence of all parties interested for the Calligan contract, but that the farmer declined to act thereon, and referred the matter to Agent Gregory, who also declined to carry out the wishes of the Indian, on the ground that the contracts with Bergevin had already been approved and forwarded to this office. After suggesting a proceeding, which, owing to its irregularity, I did not feel warranted in adopting, viz, the propounding of certain interrogatories to the farmer

direct, with instructions to reply directly to this office, thereby completely ignoring the agent, Governor Pound concluded in the following language:

"It is to be regretted that work has already so far progressed under the Bergevin contract, notwithstanding my timely notice, that little, if anything, can now be done to rectify the injustice to Calligan Brothers, and hence no further investigation need be made to that end. * * *" (See copy letter exhibit G.)

Interpreting this to mean that Calligan Brothers practically withdrew all further opposition, the contracts with Bergevin were approved on the 24th of February following, the price stipulated therein to be paid being \$6 per thousand feet.

I pass over the second instance referred to by Mr. Calligan for the reason that no names are mentioned or particulars given by which the case can be recognized by this office.

In the third instance, viz, that of the patentee of N. $\frac{1}{4}$ of SE. $\frac{1}{4}$ section 14, township 39, range 8 west (Besh-kwe-min-di-moie), the records of this office throw no further light on the subject than what is contained in the following:

On the 26th of April, 1887, the Assistant Commissioner of the General Land Office transmitted to this office the duplicate of a report by Special Timber Agent Roberts, charging that in the winter of 1886-'87 Calligan Brothers, of Chippewa Falls, cut and removed 401,500 feet of logs from the W. $\frac{1}{4}$ of NW. $\frac{1}{4}$, section 34, township 39, range 8 west, and the N. $\frac{1}{4}$ of SE. $\frac{1}{4}$ section 14, same township and range, Lac Court d'Oreilles Reservation.

May 11, 1887, the trespass was reported by this office to the Department, with the recommendation that the papers be laid before the honorable Attorney-General, with the request that he instruct the United States attorney for the western district of Wisconsin to institute the necessary proceedings at law in the premises.

May 16, 1887, the honorable Attorney-General advised the Department that the United States attorney had been duly instructed.

There is nothing on the files of this office to show that any contract of Calligan Brothers with the owner of N. $\frac{1}{4}$ of SE. $\frac{1}{4}$ section 14, township 39, range 8 west, was ever submitted to this office.

A few words now as to Agent Gregory.

Mr. Gregory was commissioned agent at the La Pointe Agency April 30, 1885, being one of the first appointees under the present administration. He assumed charge May 19, 1885.

He has been twice investigated by special agents of this office with reference to his management of the logging operations, upon the Lac Court d'Oreilles and other reservations under his charge; once upon charges preferred directly to the President by one B. Cornell, of Chippewa Falls, in the fall of 1885, and later in April, 1886, upon statements made in the public press of Wisconsin, hereinbefore referred to. In both instances Mr. Gregory was fully exonerated and the administration of his office with fidelity sustained. (Reports of Special Agent Robinson, December 14, 1885, and of Special Agent Heth, April 16, 1886, on file in this office.)

Later, in 1887, certain Indians of the Fond du Lac Reservation in Minnesota (also attached to the La Pointe Agency) complained to the Department that they were unjustly dealt with in being compelled to contract with one Patrick Hynes solely for the sale of the timber on their patented tracts at a fixed price of \$5 per thousand, thereby shutting out competition and involving a loss to him in the aggregate of some \$30,000.

Investigation of these complaints by an inspector of the Department developed the fact that they had been mainly instigated by one Coffey, a half-breed of unenviable notoriety, and some whites, for selfish purposes and to make trouble for the agent.

The inspector found that the industrious portion of the Indians were well satisfied with their sales, and that the dissatisfied ones were those who spent the most of their time in an adjoining town, drinking whisky and leading a life of idleness.

He also found that the prices paid by Hynes—reported to be a man of excellent reputation—to the Indians were fair, and, as an evidence of the satisfaction of the Indians in their dealings with him, stated that at the date of his report more than double the number of Indians, as compared with the previous season, had contracted with Hynes for the sale of their timber, to be cut during the present season. (Report of Inspector Thomas, September 29, 1887, also on file in this office.)

In another special investigation, made by Inspector Gardner, into the management of logging operations on the Lac du Flambeau Reserve (also attached to La Pointe Agency), the inspector found that all the contractors were dealing fairly and honestly with the Indians, and paying them good wages for their labor. (Report of Inspector Gardner, March 10, 1887, on file in this office.)

Pending Agent Gregory's administration the affairs and general management of the La Pointe Agency have been successively investigated by Inspector Pearsons (September 26, 1885), Inspector Thomas (December 9, 1885), Inspector Gardner (December 3, 1886), and again by Inspector Thomas (September 29, 1887), and their reports all bear testimony to the zeal, efficiency, and honesty of Agent Gregory in the discharge of his official duties.

In his report of September 29, 1887, Inspector Thomas says:

"Agent Gregory, who has had personal experience in lumbering and the cutting of timber, etc., has persistently protected the Indians in the making of their timber contracts.

"In thus doing his duty, his experience is that of most good agents. He has incurred the animosity of some people, who think the Indians have no rights the agent should protect, and are constantly making trouble for the agent."

Within the jurisdiction of the La Pointe Agency there are no less than seven Indian reservations, viz, Red Cliff, Bad River, Lac Court d'Oreilles, and Lac du Flambeau, in Wisconsin, and Fond du Lac, Grand Portage, and Bois Forté, in Minnesota.

During the last season (1886-'87) the Indians of the Lac Court d'Oreilles, Bad River, Lac du Flambeau, and Fond du Lac Reserves cut and banked (under contract) 128,766,357 feet of timber, which was sold at prices variously ranging from \$4.50 to \$6.50 per thousand feet, according to quality—

Yielding a gross sum of	\$726,414.57
Less paid Indians for labor in cutting and banking	452,953.15

Leaving a net gain to the Indians	273,461.42
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Of this sum \$102,285.03 was taken out in merchandise and supplies furnished by the contractors, and the balance, \$171,176.39, was paid in cash to the individual Indian owners of the timber. Of these net gains the Indians received \$177,944.95 in the following sums:

Lac Court d'Oreilles	\$177,944.95
Bad River	42,931.76
Fond du Lac	37,355.94
Lac du Flambeau	15,288.77
Total	273,461.42

With this volume of business and array of figures, and one agent only in charge of all the reservations, it would indeed be singular if some minor abuses, complications, and dissatisfactions did not creep in, which, the agent not being ubiquitous, and necessarily having to rely to some extent upon his subordinates, is unable to control. So far as this office has been able to perceive, and judging from the results to the Indians, pecuniary and material, the business appears on the whole to have been singularly well managed.

It should not be forgotten that the oversight of the logging business is an extra duty imposed on the agent in addition to the regular work of the agency, which is by no means light.

Summing up Mr. Calligan's specific charges we find—

The first case, Mary Bray, was voluntarily abandoned.

The second case is not identified by name or particulars by which it can be recognized.

In the third case it appears, by their own admission, Calligan Brothers entered upon the land and proceeded to cut, presuming on the agent's approval of the contract. They were subsequently prosecuted for trespass.

After all the investigations that have been made, and considering their results, I do not now feel it incumbent on me in the discharge of my official duties to again order a special agent to make another investigation, but if upon consideration of the matter herein set forth you deem it advisable for the interests of the public service and due to Messrs. Calligan that Agent Gregory should now be investigated with reference to these specific charges or either of them, or with reference to the general allegations made, I have the honor to recommend that the duty of such investigation be committed to an inspector of the Department.

I inclose herewith a list of the contracts approved in favor of Calligan Brothers, also a form of the logging contract and bond in use at the agency.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner

The SECRETARY OF THE INTERIOR.

STATE OF WISCONSIN, *Oneida County*, ss :

Ge-Ma-Ge-Shik, being duly sworn, on oath deposes and says that he is a Chippewa Indian; is a member of the Flambeau Band of Chippewas, and resides on the reservation of said tribe in the State of Wisconsin. That Soh-Pe and Wo-Nit-Tum are daughters of this deponent; are members of said tribe and residents of said reservation. That this deponent and his said daughters; being legally entitled to allotments

of land in severalty on said reservation, duly applied for such allotments in October, 1886. That at the time of making such application the Indian agent, Gregory, was absent, and was represented by one Joseph Allen, who, as deponent is informed and believes, was employed by and acted in behalf of said agent. That deponent and the said Soh-Pe and Wo-Nit-Tum had each previously selected 80 acres of land, the descriptions of which they gave to the said Joseph Allen, requesting that such tracts be allotted to them in severalty as by law provided. That such allotments were accordingly made, as they were informed by said Allen, after which deponent and the said Soh-Pe and Wo-Nit-Tum entered into a verbal agreement with one C. H. Henry for the sale to the said Henry of the timber on the tracts so allotted. That after said agreement with Henry had been made, and before the season for logging arrived, the said Agent Gregory informed deponent and said Soh-Pe and Wo-Nit-Tum that he, said agent, desired them to sell their pine to one Sherman, offering them several inducements to make the sale to Sherman. That deponent and his said daughters, having already agreed to sell the pine to Henry, were desirous of adhering to their agreement, but were finally induced and in a measure coerced into making a sale to Sherman. That said Sherman, in presence of said Agent Gregory, thereupon drew up three instruments in writing, which, by undue influences, they induced these parties to sign by their usual method of touching the pen; but said Sherman and Gregory did not explain said writings to deponent or his daughters, or cause any portion thereof to be interpreted to them or either of them, although an interpreter was then and there present. And deponent is informed and believes that the said Sherman and Gregory purposely concealed from deponent and his daughters the terms and conditions of said agreements, and have always so concealed them, in order that said Sherman and those interested with him might be enabled to defraud these parties out of their just rights.

Deponent further says that during the winter of 1886 and 1887 the said Sherman proceeded to cut and log the timber on said tracts; that he did not cut the said timber clean or take all the merchantable timber, but, on the contrary, logged the same in a most unworkmanlike and improper manner; that he took only the choicest and clearest logs out of the trees cut down, leaving much timber lying on the ground which would make good merchantable saw-logs, and leaving many trees standing which are also valuable for logs; and by such negligent and careless logging the timber remaining on said tracts is in imminent danger of destruction by fire, and that nearly or quite one-half of said timber was left standing or lying on the land.

Deponent further says that he has frequently asked the agent and said Sherman and those who acted for him for payment on said agreements; that from time to time small sums of \$5 and \$10 have been paid them, and at other times the said parties were required and compelled to take merchandise out of said Sherman's store at such prices as the store-keeper chose to charge; that this deponent and his daughters aforesaid were in need of the money due them for their support, to provide the necessities of life, and the means by which to gain a living, and that said agent and said Sherman frequently refused or neglected to pay anything on said agreements when so requested, and put them off with various excuses.

Deponent and the said Soh-Pe and Wo-Nit-Tum have frequently tried to get a settlement with the agent and with said Sherman of the amounts due on said agreements, but have been unable to do so. That they are in need of and are justly entitled to the money so due; that deponent has not with him and is not now able to give the estimated amount of pine timber that was on said tracts when the payments for sale were made, but is informed and believes that such tracts contained at least 2,000,000 feet of standing pine. That the price at which these parties agreed to sell said pine to C. H. Henry was \$2.50 per 1,000 feet, and that said timber was worth at least that sum. That deponent and the other parties do not know and have no means of ascertaining what amounts have been paid them, either in money or goods, on said agreements, but verily believe that not more than \$1,000 has been paid them in the aggregate, and that said Sherman is justly indebted to said parties to the amount of several thousand dollars, which thus far they have been unable to obtain.

Deponent further says that he is informed and believes that said Joseph Allen is still employed by said Agent Gregory, and is acting in collusion with other parties to obtain from the Indians the pine timber from their lands as they are allotted in severalty; that said Allen uniformly acts in the interest of said Sherman and parties connected with him, who are seeking to purchase said timber; that such action hinders others from buying, interferes with the freedom of action of the Indians, and is greatly to the injury of the latter, and has resulted in great loss to them, in the manner shown in this affidavit. That deponent and all the tribe, so far as he is informed, are desirous that if the Indian agent must have a representative to attend to the details, such representative should be one who would act as much for their interests as for the interests of purchasers; that the Indians have represented these facts to the agent, Gregory, and requested the removal of said Allen from the reservation, or at least that he should not be allowed to control or interfere with the dis-

position of timber, but that said agent has paid no heed to such requests. That said Allen does not deal fairly with the Indians, but uses his position and influence to defraud them and put them in the power of said Sherman and those connected with him in the purchase and cutting of the timber; and that unless said Allen is removed, or the rights of the Indians shall be better protected, their rights will not be respected and their property will be seriously impaired in value if not entirely destroyed.

GE-MA-GE-SHIK (his x mark).

Subscribed and sworn to before me this 25th day of January, A. D. 1888.

[SEAL.]

JOHN BARNES,
Notary Public, Wisconsin.

Witness to mark:
S. H. ALBAN.

STATE OF WISCONSIN, *Oncida County, ss :*

SOH-PE and WO-NIT-TUM, being duly sworn, depose and say that they are the persons mentioned in the foregoing affidavit as the daughters of Ge-Ma-Ge-Shik; that they have heard the said affidavit read, and the same has been duly interpreted to them, and that the statements therein made are true.

SOH-PE (her x mark).

WO-NIT-TUM (her x mark).

Subscribed and sworn to before me this 1st day of February, 1888.

JOHN BARNES,
Notary Public, Wisconsin.

John Barnes, witness as to marks.

To the Commissioner of Indian Affairs :

The bands of the Lac Court Oreilles Chippewa Indians respectfully address to you the following inquiries and statements touching matters which concern their rights :

They desire to know by what authority white men have cut timber on the land held in common on the reservation. They have made repeated inquiries of the Indian farmer in regard to these depredations and have been able to get from him no satisfactory explanation in regard to them.

They desire to know by what authority timber has been cut on the minors' land embraced in the reservation.

They desire to bring to your attention the fact that through the neglect or inefficiency of the Indian agent they have obtained entirely inadequate prices for timber cut upon the allotted lands, and that in other cases timber has been cut on the allotted lands without any contract at all.

They desire, in case a commission should be appointed to inquire into these allegations, to have the privilege of naming one of the commissioners, in order that their rights may be duly protected.

CHARLES HEADFLYE.
PIMASIGHIG (his x mark).
GESHEEASHA (his x mark).

Witness:
J. I. COFFEY.

RESERVATIONS OF THE LAC COURT OREILLES BAND OF CHIPPEWA INDIANS,
Lac Court Oreilles, Wis., February 17, 1888.

DEAR SIRS: We, the Indians of the Lac Court Oreilles Reservation, assembled at council this 17th day of February, A. D. 1888, for the purpose of submitting to you for investigation the following grievances and complaints, and pray that you take such action as to give justice to all concerned :

First. When our reservation was set aside for our band at the treaty of September 30, 1854, by the Chippewa Indians of Lake Superior and the Mississippi and the United States, the Indians, chiefs and headmen, were given to understand by Henry C. Gilbert and David B. Herriman, commissioners then acting on the part of the United States, that the tract of land set aside for a reservation for Lac Court Oreilles band of Chippewa Indians embraced all the lands inside of the following boundary lines running from point to point designated by natural and permanent landmarks or monuments that were then known to exist by the Indians, which are as follows :

A line beginning at the north extremity of Gawaweeagamag, or Round Lake, running thence nearly or about due east, intersecting with Gabaganahaka Shobeweshae, or Vincent Creek; a line running thence nearly southwest, intersecting with Nata-beketegwayog Shobeweshae, or Kenyon Creek; a line running thence nearly due

west, touching the north extremity of Shada Sagaegan, or Lac Chetac (lake); a line running thence due north to Gashewanabegokog Sagaegan, or Grindstone Lake; and a line running thence to the point of beginning at the north extremity of Gawa-weegamag, or Round Lake.

We were given to understand by the commissioners for the United States that all those lands inside boundaries were set aside and reserved for ourselves and our own exclusive use of all benefits arising therein. But we find the white man is coming inside those boundary lines and cutting timber therefrom and settling on some of the lands. Also that the white man has come inside of our reservation and has cut valuable pine timber from whole sections of land, which they tell us is school lands, and take away and sell such timbers without the consent of the Indians, and for which we have not yet received any remuneration.

In the year 1872 a certain William A. Rust, of the city and county of Eau Claire and State of Wisconsin, entered into an agreement with the chiefs and headmen of our reservation, the agreement being executed on the 26th day of October, A. D. 1872, to cut pine timber upon certain designated tracts of land upon said reservation for the term of ten years, for which we were to receive \$10,000 annually for the term of five years. This money was to be paid to the Indian agent, who was to either pay the sum to us or expend it for our benefit.

The first year the said William A. Rust cut and took away from the reservation a large amount of pine timber, and we received nothing for such timber when the time came for payment of same. He continued to cause to be cut the following year all such pine as he desired. When the time arrived for the second annual payment we received 75 cents each, the whole number of our band. We then saw that the said William A. Rust was not carrying out his part of the contract. We then stopped him from cutting any more timber. We estimate that there are about one thousand members of our band, which would make about \$750 received by us for the large amount of timber cut from our reservation for the term of two winters. We have copies of the original contract, which we will submit to you should you so desire.

There is one case on this reservation where a certain Indian woman had about 400,000 feet of timber cut from her allotment. She was to receive \$2.50 per thousand feet for her timber on the stump. She should have received \$1,000. During the time her timber was being cut she received \$152.25, and she could never get a cent more, although she has tried a number of times to get the balance due her, which is about \$847.75. There are a number of cases of similar nature that have been standing as long as six years.

There are one or two cases on this reservation where claims have been filed with the farmer for minor children, which claims have not been properly allotted, and the timber on such claims is now being cut and taken away.

Chief and head-man.

CHIEF PEMASAYGYHE (his x mark).

Head-man CHARLIE HEAD FLYER (his x mark).

C. SHEIASHEI (his x mark).

The SECRETARY OF THE INTERIOR AND COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.

STATE OF WISCONSIN,
County of Oneida, ss :

Wa-be-ga-kak, being first duly sworn, on oath says:

That he belongs to the Flambeau band of Chippewa Indians, and that he has resided in and about the reservation set apart for said Indians by the United States Government as long as he can remember, and that he is now quite an old man; that deponent verily believes that he is entitled to an allotment in severalty of 80 acres of land on said reservation, and that he made application for such allotment to the person whom he believed to be the proper party to make it; that deponent knows Indian Agent Gregory, also one Sherman who does logging on said reservation, and also one Allen, whom he believes to represent said Agent Gregory in some way, but what his official capacity is deponent is unable to state.

That deponent selected the land which he desired in the fall of 1886, and that after making such selection, deponent went a considerable distance on a hunting expedition. That said Allen followed him to the place where he was camped with other members of his band, and requested him to go with him to the headquarters of said reservation, and that after repeated requests, deponent went with said Allen to said headquarters, where deponent met Indian Agent Gregory, and also said Sherman. That said Sherman asked deponent to let him have his timber, and that said Agent Gregory requested this deponent to let said Sherman have such timber, and, in fact, insisted on said Sherman having the same. That deponent informed said Gregory, Sherman, and Allen that he had sold one-half of his timber to one Captain Henry, and that, after repeated requests and much persuasion, he finally consented that said

Sherman should have the remaining half of said timber; that said Gregory informed deponent that he would get from said Sherman \$6 for his logs, or \$12.50 clear for his timber.

That during the ensuing winter of 1886 and 1887 said Sherman entered upon his (deponent's) said lands, and cut over the whole of them and took the choicest pine therefrom, leaving the smaller timber standing and some small logs on skidways, and leaving the balance of said timber in imminent danger of destruction by fire.

Deponent received for said timber cut as aforesaid the sum of \$200 and no more, and that said land was heavily timbered with good pine; and that deponent verily believes that said timber was worth much more, and that much more timber was cut than deponent was paid for. That said Captain Henry had offered to pay deponent \$6 for his logs or \$3 net for his timber, and that he would have received said price had it not been for the interference of said Gregory.

That in the fall of 1887 the said Allen entered upon deponent's land and commenced cutting the timber left by said Sherman. That deponent forbid said Allen to cut any more timber on said lands and asked said Allen for whom he was cutting. That said Allen replied he was cutting for himself and that he would fix it up when Gregory came.

Shortly afterward said Gregory came on said reservation and invited deponent into a room where said Sherman and Allen were, and that said Gregory then asked deponent to let said Sherman have the remaining timber on said land, and also some owned by deponent's mother; that deponent informed said Gregory that he had sold said timber to said Captain Henry; that said Gregory then informed deponent that he would never see said Henry or his money, and that he would lose it; said Gregory further requested said deponent to let said Sherman have said timber and that deponent would get all the money he wanted. That deponent refused to let said Sherman have said timber, and that he verily believes that if he did so he would have been cheated by said Sherman, and that deponent verily believes that said Sherman, Allen, and Gregory are conspiring together to cheat and defraud this deponent and other Indians on said reservation out of their timber for a small consideration which is totally inadequate and but a small proportion of its value, and to share between themselves the profits of such bargains and nefarious contracts.

WA-BE-GA-KAT (his x mark).

Subscribed and sworn to before me February 1, 1888.

[SEAL.]

JOHN BARNES,

Notary Public, Wisconsin.

John Barnes, witness to mark of Wa-be-ga-kak.

RESERVATION OF THE FOND DU LAC BAND OF CHIPPEWA INDIANS,
La Pointe Agency, January 26, 1888.

To the honorable SECRETARY OF INTERIOR, AND INDIAN COMMISSIONER,
Washington, D. C.:

DEAR SIRS: We again beg to invoke your aid in adjusting the wrongs and unjust discrimination against us, which causes immeasurable dissatisfaction and discord among us. The prime seat of all the trouble and discontent arising upon this reservation lies solely in the manner Indian Agent James T. Gregory deals with the Indians. Our grievances are not of recent origin, nor are they of trifling nature. The insincerity manifested by Mr. Gregory in the performance of his duties on behalf of the Government and for the interest of the Indians became apparent more than a year ago, which has materially affected the interests and welfare of the Indians who are actual members of this band, as can be seen by the following statement of a council held on the 23d and 24th instant:

Mr. Gregory opened the council by the introduction of Mr. Tom Wall as a special allotment agent, duly appointed from Washington. Then Mr. Gregory proceeded to take minutes of claims filed by the Indians in taking their several allotments of land.

During the proceedings of the council several names were brought before council which were rejected by the Indians because those parties were known, by the oldest inhabitants upon this reservation, as having no legitimate claims as members of this band.

A large number of those rejected had filed their claims with the farmer, and had contracted with the timber buyers to cut and bank the timber, and had received advances of money, merchandise, etc., upon such contracts. In selling the pine timber upon the Indian reservation, before the consent and approval of the Indians had been secured, Mr. Gregory then presented certain rules, purporting them to be from the proper authority in Washington, intended to cover cases of this nature, the sub-

stance of which was that when an applicant was rejected by the Indians, the applicant should be sworn and show cause why his claim should be granted, and prove that his parents were recognized members of this band, and the applicant should procure at least two witnesses to that effect.

Mr. Gregory then proceeded to inform the Indians that whether or not the applicants or their parents ever drew payment or annuities with this band had no significance.

The clause above referred to was seemingly constructed specially to fit those cases upon this reservation, in order to hold the timber upon which the advances were made, whether or not the applicant was entitled to any claim, thereby also securing the advances made, whether or not the Indians granted the claims. While the General Government is liberal to those parties rejected, in giving them privileges to secure lands upon the public domain, the Indians have no desire to debar any person rightfully entitled to land upon this reservation, but they do not wish to have Indians and mixed-bloods who belong upon other reservations to come here and crowd out those who are rightfully entitled to allotments upon this reservation.

As there are about one hundred members of this band who are endeavoring to secure suitable claims upon this reservation, but are kept back because most all the land of any value for timber or otherwise has been taken by parties not belonging upon this reservation, and yet Mr. Gregory exercises all of his authority and even abuses the privileges of his office by exhausting every effort to secure the claims to those who have been rejected, seemingly because those parties have received advances from the timber buyer or the timber upon such claims, and those advances have been made with the knowledge that those claims had not been granted by Indians at council.

In about every case where an applicant was rejected during the last council, held January 23 and 24, when applicant and his witnesses were sworn to give testimony, Mr. Gregory was asked on behalf of the Indians for a privilege to cross-question witnesses in order that justice may be given both sides, but Mr. Gregory obstinately refused to allow any questioning or any testimony or any interference whatever by the members of this band. If Gregory had exclusive authority to use his own judgment in the granting or rejecting claims upon this reservation, and if the customary rule of leaving that matter to the Indians had been abandoned, we would like to be properly informed of that fact, that we may quietly submit to the inevitable, but until then we shall continue to bring the matter before you in endeavoring to obtain relief.

The fact that the testimony taken in those cases rejected was taken only from one side and that when the proofs were insufficient to warrant the granting of claims Mr. Gregory still insisted on holding those claims for the rejected parties until he could see a certain Mr. Durfee at Ashland, Wis., and some other parties at Superior, Wis., whom he imagined possibly knew something about those parties rejected, which would probably enable him to report the matter to the Indian Department to suit himself and in such a manner as to cast the reflection of responsibility upon others, and that he would not listen to a word from the oldest Indians who have lived here all their lives, shows conclusively that Mr. Gregory has a much deeper motive than a mere desire to satisfy himself that no injustice is done to those whom the Indians desire to reject. But there is one notable fact in connection with the favor shown by Gregory to rejected applicants, which shows his sympathy and identity with the people buying the Indian timber, that when those parties who have not received advances upon their timber were rejected the rejection was promptly approved by Mr. Gregory, and those who have received advances on their timber and rejected by Indians at council were held by Gregory in spite of all the remonstrance the Indians could bring to bear upon those cases. If Gregory was just to the principles of the Government and to the interests of the Indians, what motive could he have in exhausting every function of authority of his office and even abusing the privileges of the same to protect the interests of the timber-buyers at the expense of the Indians?

Had Gregory faithfully performed his duties and protected the interests of the Indians, which is one of the most important functions of his office, the present condition of the Indians would have been materially different, and the price paid them for their timber would be from 20 to 25 per cent. greater than they now receive, which can be easily shown by the prices paid for timber at Duluth, Stillwater, and Minneapolis, Minn., the principal lumber-manufacturing cities in the State. The very important part that Gregory is taking in this timber business became very conspicuous last May, when the time came for the timber-buyers to make settlement with the Indians. When the Indians complained to Gregory of the unjust manner they were being dealt with, Gregory would endeavor to intimidate them by threatening to have them arrested for being drunk, etc., and in one case Gregory closeted a member of this band with himself and threatened to have him arrested and sent to prison; also expelled from the reservation for daring to write letters for the Indians, in reporting the manner of their treatment to the authorities at Washington.

We also desire to submit for your consideration the following statement of an inves-

tigation which took place on or about the 6th day of September, 1887, upon this reservation, which proved to be a genuine farce. A Mr. Thomas arrived here from Washington on or about the 6th day of last September. A council was called by Mr. Gregory, who introduced Mr. Thomas as a man who was sent here from Washington by the Great Father to investigate certain complaints made by those Indians to the authorities at Washington, dated about the 16th day of April, 1887. Mr. Thomas was assisted by Mr. Gregory in the investigation, which was conducted wholly on behalf of and in favor of the timber-buyers, against whom the complaints were made. The Indians knew nothing of the nature of Mr. Thomas's mission until the council was opened, and the Indians were not given time to procure witnesses to substantiate the complaints made. The principal witnesses were scattered throughout the reservation and could not be brought to the Indian village in less time than six hours at the quickest. Mr. Thomas was notified of this fact and requested to continue the investigation the following day, but he strenuously declined to do so, remarking thus: "It does not take me long to make up my mind in a case of this kind." The Indians asked for the privilege of cross-questioning what few witnesses were called to defend the parties against whom the complaints were made, but this also was denied them. However, one witness was called, Joseph Frank, who testified frankly and honestly how the Indians were misled and himself unjustly dealt with. As soon as it became apparent that his evidence was bearing directly against the timber-buyer, Mr. Thomas attempted to intimidate him by asking him if he, witness, ever brought any whisky upon the reservation.

Mr. Gregory took the minutes of the investigation, and we have no doubt he favored them reports of the investigation to suit his own taste. Mr. Thomas was asked for a copy of the proceedings of the investigation or permission to take the same, but both were denied the Indians.

There are a number of witnesses that could have been procured had one day's notice been given the Indians, by whom the complaint could have been fully substantiated. But all privileges of a fair and honest investigation were denied the Indians, which resulted so disgracefully to an honest purpose, thus the timber sharks were extricated by officials whose duty it is to prosecute them.

We respectfully again urge your attention in the proper and further investigation of the complaints above referred to, dated April 16, 1887.

We claim that the investigation, made on or about September 6, 1887, arising from these complaints, were partial, unfair, and unjust towards the Indians.

We submit herewith the names of applicants for allotments upon this reservation, which were rejected by Indians at council January 23 and 24, 1888, and which Gregory is doing all in his power to secure the claims to them, and which we urgently request that you take such steps to prevent any patents being issued to those parties for lands upon the Fond du Lac Reservation of the La Pointe Agency.

Julia Dennis.
Hattie Cajune.
Mary Sulier.
Antone Sulier.
Benjamin La Goo.
Levi La Goo.
Ogemaquay.
Ellen Wilson.
Mary Defoe (or Mary Lafooe).
Suset Wabano.
Elizabeth Goozae.
Thressa Goozae.
Mary Hunt.
Joseph Frazer.

Mary Frazer.
Emma Frazer.
Edward Robideau.
Mary Robideau.
Peter Robideau.
P. C. Marssett.
Angelie St. John.
Thressa St. John.
Susan Roberts.
Sophia Roberts.
Maggie Defoe.
Louis Logard.
Da Da Gamashequay.

It may be inferred that those parties are usurpers of the rights of our children and many of our old people who have not made selections yet, and who are desirous of making selections. There are a few cases where those parties make applications for claims under assumed names, apparently for the purpose of misleading the Indians. About all the cases where parents have filed claims for their children were not brought before the last council, held January 23 and 24, 1888, thereby delaying the Indians in securing the lands that were filed for their children, also giving room for contention with parties who are liable to file on those claims which were originally filed upon for the children.

There are also cases where claims upon valuable lands have been filed by resident Indians, which were afterwards ascertained that those claims were changed in the farmer's books and given to other parties; and the original claimant given other claims which are comparatively of no value, this being done apparently to secure the valuable timber claims to those parties who would readily sell the timber to certain parties, which is apparent Mr. Gregory is in sympathy with.

The looseness of the manner in which the farmer's books are kept, upon which all

claims of allotments are filed, is notorious and shameful, sometimes depriving old and helpless people in this manner of their rightful claims.

We understand Special Allotment Agent Tom Wall was instructed by you to locate claims for Indians and designate to them the boundary lines of same, so that allottees would become familiar with the situation of their claims and the boundary lines. This was not complied with. During the last council, which was held January 23 and 24, 1888, for the purpose of allotting lands, not an Indian was shown the location of his or her allotment, and Tom Wall left the reservation.

We also desire to submit for your investigation claims upon the Northern Pacific Railroad for lands occupied by said railroad in running through the southern portion of the Fond Du Lac Reservation. Said road has been in operation the past nineteen or twenty years, and we have never received any money or other compensation for the lands occupied by said railroad in the right of way, nor for any timber taken from our lands used in the construction of said railroad, of which there has been a large quantity taken from some distance outside of the right of way.

We desire the Government should take this matter up and compel the Northern Railroad Company to pay for such lands occupied by them, and for the timber said railroad company has taken from our lands, used in the construction of said railroad, and for the damages sustained in the destruction of valuable timber by fire along the line of said railroad, originating by the sparks from the locomotives of said railroad company.

Owing to the unsatisfactory nature of the Indian farmer's services, we petitioned Agent James T. Gregory to appoint for that position a mix blood from our reservation, several of whom are eminently capable to fill any position on this reservation for the public service. We also asked him to give us a mix blood school teacher. Some of our own people are fully competent to teach even in the public schools among the white people; but Gregory refused to appoint a mix blood to teach in our schools, although the Indian Department urgently recommends such a course. But Mr. Gregory promised to consider our request in the appointment of a mix blood to the position as Indian farmer, but he has failed to take any definite action in the matter. We have lost all confidence in retaining the white man as Indian farmer, from the manner they have served us, and we now want a mix blood, who belongs upon this reservation, appointed to the position of farmer, who shall hereafter be recommended by the Indians. We see no other method by which the interests of the Indians can be protected from further abuse upon this reservation.

ANNIMOSSING (his x mark),
SONG AKEMIG (his x mark),
Delegates.

J. I. COFFEY,
Spokesman.

Witness:
A. DENOMIE.

STATE OF WISCONSIN,
Oneida County, ss:

O-sha-wa-bi-yo Kire, being first duly sworn on oath, says that she belongs to the Chippewa Indian tribe and resides in the Flambeau Reservation of said Indians in the State of Wisconsin, and has so resided for many years last past. That deponent verily believes that she was entitled to receive an allotment of a parcel of land in severalty on said reservation, and made application for such allotment to one Joseph Allen, and that she was informed thereafter that a parcel of land had in fact been allotted to her.

During the summer or fall of 1886 said Allen and one Sherman repeatedly requested deponent to sell said timber to said Sherman, and that they finally coerced her into doing so, and that they agreed, or said Sherman agreed, to pay deponent \$5 per thousand feet for white pine and \$4 for Norway, and that, pursuant to such agreement, said Sherman entered upon lands and cut a portion of said timber, leaving all the small and poorer class of timber and only taking the very best; that in the spring said Sherman allowed deponent only \$1 for Norway pine and \$1.50 for white pine, and that deponent believes that said Sherman cut a great deal more timber than he gave deponent credit for; that deponent was compelled to take pay for said lumber or logs out of said Sherman's store, and that she verily believes the prices charged deponent were twice too high; that said contract was made to apply only to the winter of 1886 and 1887, and that in the fall of 1887 said Sherman again wanted to buy what timber he had not cut during the previous year, and that deponent positively refused to sell said timber to said Sherman, and informed Indian Agent Gregory that she would not again sell to Sherman, but that during the present winter said Sherman has gone on said premises and is now cutting and carrying away the re-

maining portion of said timber, and has made no agreement or promise to pay for the same.

A-SHA-WA-YO-KIRE (her x mark).

Subscribed and sworn to before me February 1, 1888.

[SEAL.]

JOHN BARNES,
Notary Public, Wisconsin.

John Barnes, witness as to mark.

ODANAH, WIS., BAD RIVER RESERVATION OF THE LA POINTE AGENCY,
February 18, A. D. 1887.

To the Secretary of the Interior and Indian Commissioners, Washington, D. C.:

The representative Chippewa Indians of the Bad River Reservation, the Fond Du Lac Reservation, and the Lac Court Oreilles Reservation, assembled at council this 18th day February, A. D. 1888, on the Bad River Reservation of La Pointe Agency, adopted the following resolutions:

Resolved, That whereas the interests, welfare, and advancement of the condition of the Indians belonging to the above-named reservations depend entirely upon the harmonious actions of the Indian agent in furthering the interests of said bands of Indians, also upon the honesty in the faithful performance of the duties of said Indian agent toward the Indians and the General Government.

Resolved, That whereas such harmonious action in the advancement of the interests of the Indians and the General Government by Agent James T. Gregory does not exist, and that the unfaithfulness of Agent James T. Gregory in the performance of his duties has been substantially established as set forth in our several complaints to the Secretary of the Interior and the Indian Commissioners.

Whereas that under such circumstances and relations with the present Indian agent, James T. Gregory, the interests of the Indians become seriously involved, on account of the reasons herein set forth—

Resolved, That the Secretary of the Interior and the Indian Commissioners be, and are hereby, urgently requested to suspend and remove Indian Agent James T. Gregory and fill the office thus made vacant with an honest, reliable, and efficient person.

The foregoing resolutions are unanimously adopted, after a careful investigation and due deliberation, by the following representative men of the above-named reservations:

TCHIGAKIASH (his x mark),
ANAKWADOONS (his x mark),
Bad River Reservation;
J. B. DENOMIE, *Delegate*,
ANNIMOSSING (his x mark),
INDIBENS (his x mark),
Fond du Lac Reservation;
SONG GAKAMIGONS (his x mark),
GISHILASH (his x mark),
Lac Court Oreilles Reservation;
BIMASAGISHICK (his x mark).
NOONJEGUAIAN (his x mark).

Witnesses:

JACOB SKY.
J. I. COFFEY.
GEO. W. ARMSTRONG.

ODANAH, WIS., BAD RIVER RESERVATION,
La Pointe Agency, February 18, 1888.

To the Hon. SECRETARY OF INTERIOR
AND INDIAN COMMISSIONERS,
Washington, D. C.:

DEAR SIR: We, the Indians of this reservation, assembled at council this 18th day of February, A. D. 1888, and the following resolution was adopted to ascertain the boundaries of the above-named reservation:

Resolved, That whereas, according to the treaty of 1854, by Henry C. Gilbert, agent for the United States, and the Chippewas of Lake Superior, the boundaries of a tract of land set aside at said treaty as a reservation for the La Pointe band of Indians, are not being duly recognized by the white man according to the specifications of said treaty, the boundaries that were agreed upon, according to the understanding of the Indians present at said treaty, be duly defined and submitted to the Secretary of the Interior and to the Commissioner of Indian Affairs, which are as follows, ac-

ording to the treaty of 1854. The boundaries of this reservation were defined by the Indians as follows, to wit:

Beginning on the south shore of Lake Superior, in the State of Wisconsin, about 1 mile west of Montreal River, at the mouth of Kitchishibiwishe (Big Creek), a line running thence directly south to a point across Odapinikesiding (Potato River), near the foot of the Penokee Iron Range; thence a line running directly west to a point directly south of the mouth of Shawano Creek, which empties in Lake Superior near Bay City; thence a line running directly north to the mouth of Shawano Creek, Bay City; thence a line running nearly northeast to a point on Chegwamikon Point, about 4 miles out from the main land, at the old Indian Portage; thence a line running nearly southeast to the point of beginning.

The white man is coming inside of those boundaries, and trespass on our timber, of which he has cut by whole sections and taken it away and sold it without our consent, but under protest; and this has been done with the knowledge of the Indian Agent Gregory. When we went to Gregory and told him of those trespasses, he told us that the Government had permitted this timber to be cut from the reservation. When this tract of land was reserved for our use we understood that everything thereon was also reserved for our exclusive use and benefit. The white man has also taken from us a large and best tract of land, lying nearly in the center of our village, and has gone so far as to sell the same to Indians and white men in small fractions for sums of money ranging from \$40 to \$50 for each fraction or lot. Gregory is also cognizant of this fact. Gregory even went so far as to retain \$50 from an Indian to pay a white man for a lot which the Indian agreed to buy. Also, that a certain company operating in Ashland, Wis., had constructed a boom across Bad River, a stream running through the center of our reservation its entire length, on the banks of which we have our gardens and hay fields. In the spring of each year this boom becomes completely blocked and jammed with logs, which holds the water back and causes the overflow of our lands, gardens, and hay fields, thereby damaging our crops, hay fields, and rendering the land useless. Our cellars are overflowed, and in many cases causing the water to raise high enough to run into our houses. It also renders the river useless to navigate with our boats and canoes nearly the entire season. We have told Gregory to intercede for us, and have the boom removed, and he has never done anything for us. In one case our crops were completely destroyed by the water and logs running over our garden, and the ground washed away.

There are also a number of cases where Indians who belong upon other reservations, who come here and make selections of land upon our reservation, and contract to sell and cut the timber upon such selections before the claims have been granted by council.

In the fall of 1885, Agent Gregory insisted upon having the timber cut from this reservation being graded into two classes; for the first grade the Indian should receive \$6, and for the second grade they should receive \$4.50, banked. The Indians do not understand why their timber should be graded into two grades; if a piece of such timber should be defective and not up to the standard, it is a very easy matter to deduct sufficiently in the scale to make good the deficiency in the remainder of the timber, as is done in all other cases of this kind. Although the Indians insisted that their timber be graded under one class, and any deficiency in the timber be made good in the scale, but Gregory would not consent to this and gained his point through weakness of the Indians.

James Blackbird entered a claim in the center of our village known as the Government or Indian farm, having been cleared by us for such purpose, to be used by us in common, and was intended to be used for farming purposes by the Indians who desired to do so, and not for one man to monopolize the same. This man, James Blackbird, secured this land by the aid of the Indian Commission, and under the protest of the Indians in common, or as a body, and we want the Government to annul the patent issued on said land, and allow said land to remain as common property for the Indians, for garden and farming purposes.

And the Indians request the Commissioner of Indian Affairs to have the agent (Gregory) removed, as he surely does not do anything for their interest, but to the contrary, against the Indians to be greatly misused. The Indians also request the Commissioner to give them authority to choose their own men as Government employes on their reservation; also investigating their affairs and be paid the same as those appointed by the Department. We would also wish to know why the agent makes payment on only a few of the reservations.

JOHN B. DENOMIE.
ANTOINE DENOMIE.
ANAKWADOENS (his x mark), or
LITTLE CLOUD.
GESKETAWAY (his x mark).

Witness:
J. I. COFFEY.

To the Commissioner of Indian Affairs:

The bands of Lac de Flambeau Chippewa Indians respectfully address to you the following inquiries and statements touching matters which concern their rights:

They desire to know why their reservation has been located 1 mile north of the line which they supposed had been agreed upon as the northern and southern boundaries of the reservation. The effect of this erroneous location has been to exclude from the reservation a strip of finely timbered land 14 miles long and 1 mile in width, and to put into its place on the northern boundary a desert strip of the same area.

They desire to know by what authority the Milwaukee, Lake Shore and Western Railroad has located a railroad line within the reservation and is about to build a railroad.

They desire to know under what authority white men have gone on their reservation and cut down timber on the school sections.

They desire to know under what authority white men have gone on the reservation and cut down timber on lands still held in common.

They beg to be informed what number of allotments have been made by the Government in the year 1887 and up to date within the reservation, and what is the area of the same.

They desire to know whether any person has been appointed by the Government Indian farmer on their reservation, and if one has been appointed, when he was appointed. If any person has been so appointed, they respectfully request that he be removed, on the ground that he has rendered no service in that character.

They desire to know whether any white woman has been appointed school teacher on the reservation. One is now on the reservation claiming to be school teacher who is entirely unfit for the position, and should be removed and her place be supplied by another.

They respectfully join in the request made by other bands of Indians for the removal of James T. Gregory as Indian agent, on grounds similar to those alleged by them. They add to the statements made on that subject that in their opinion he is not performing his duties in a proper manner. Should a commission be appointed to inquire into these allegations, they ask that they may be allowed to name one of the commission.

WA-SA-GWA-NABE (his x mark).

MA-DWA-GA-SANG (his x mark).

HENRY LINCH (his x mark).

Witness:

J. I. COFFEY.

STATE OF WISCONSIN,

County of Oneida, ss:

We-shock, being first duly sworn, on oath deposes and says, that he is a member of the Flambeau bands of Chippewas, and now resides and for a long time past has resided on the reservation set apart for said bands of Indians in the State of Wisconsin, and he verily believes that he is entitled to an allotment in severalty of a parcel of land on said reservation; that he was requested by Mr. Allen to select certain lands on said reservation, and that he was informed that if he did not do so at once, he would lose the right to do so; that he finally made a selection and was requested by said Allen to sell his timber, which deponent refused to do, saying that he would hold it for awhile and sell whenever he could to the best advantage, and not more than 20 acres in one season; that during the summer of 1887 deponent desired to borrow \$20, and that said Allen offered to loan said sum of money to deponent, requesting deponent at the same time to sign an acknowledgment of indebtedness for such loan, and that said Allen informed deponent that said paper which he was requested to sign had nothing to do with his timber; that except as aforesaid the contents of said paper was not explained to deponent, and that he afterwards repaid said sum of \$20 to said Allen.

During the present winter said Sherman built a shanty on said parcel of land selected by this deponent and commenced cutting the timber thereon; that deponent never sold said timber or any part thereof to said Sherman or any other person, and never received any money from any person for the same, and that he has forbid said Sherman to cut any more timber in said claim, and that deponent does not at present know whether said Sherman is still cutting on said lands or not.

WE-SHOCK (his x mark).

Subscribed and sworn to before me February 1, 1888.

[SEAL.]

JOHN BARNES,
Notary Public, Wisconsin.

John Barnes, witness as to mark of We-shock.

STATE OF WISCONSIN,
Oneida County, ss:

MET-WA-OS-SINK, being duly sworn, on oath deposes and says that he belongs to the Flambeau bands of Chippewa Indians, and resides on their reservation in the State of Wisconsin. That he is one of the headmen of his tribe, and is their chief spokesman. That he looks after the general interests of the tribe, and in that capacity has used his best endeavors to advance and protect their interests in the allotment of lands to them in severalty. That in the fall of 1886, in the interests of his people, he sought an interview with Indian Agent Gregory, and asked for information about the allotment of lands and selling and cutting timber. That said Agent Gregory refused to give deponent any information on the subject, alleging as a reason that he was in a hurry and had no time. That said agent was at the reservation four times during the last winter and three times during the present winter. That during these visits the Indians have been afforded few if any opportunities for conversing with the agent, or for obtaining information necessary to their interests. That said agent gives his time largely to one Joseph Allen, who in some manner represents the agent, and to one Sherman, who is engaged in purchasing and cutting timber from lands allotted to the Indians.

Deponent has frequently asked said agent for information, but has been unable to obtain any, and said agent has paid no attention to deponent's requests. That deponent is informed and believes that said Allen acts in collusion with said Sherman by using his position and influence to induce the Indians to sell their pine to said Sherman. That frequently when allotments were made said Allen has asked the Indians to sell their pine to Sherman, and on their refusal so to do has stricken their names from the book and substituted other names. That the young men of the tribe are inexperienced and more subject to personal influences than the older men; and that said Allen, in connection with said Sherman, has frequently tried to induce the young men, in the absence of the older ones, to dispose of their timber to said Sherman, and have refused to negotiate with the young men when the older men were present. That said Allen has caused much injury and loss to the Indians by the course he has pursued, and that the interests of the Indians can not be protected as long as said Allen is allowed to conduct the business.

MET-WA-OS-SINK (his x mark).

Subscribed and sworn to before me this 25th day of January, A. D. 1888.

[SEAL.]

JOHN BARNES,
Notary Public, Wisconsin.

Witness to mark:
S. H. ALBAN.

Report of the Commissioner of Indian Affairs (1884).

LOGGING OPERATIONS BY INDIANS AT LA POINTE AGENCY, WIS.

Under the provisions of the treaty with the Chippewa Indians of Lake Superior, September 30, 1854 (10 Statutes at Large, 1109), over five hundred Indians have received patents for 80-acre tracts, variously located on the Lac Court d'Oreilles, Bad River, and Red Cliff Reservations, and restricted against sale, lease, or alienation without consent of the President of the United States. Most of the lands patented are heavily timbered with pine. The Indians being desirous of turning the timber to account, authority was on the 28th September, 1882, granted by the Department for all such patentees to cut and sell the timber from three-fourths of the tract patented, leaving the remaining one-fourth of the timber in a compact body, intact, for future use for fuel, fencing, etc.

The Indians were not permitted to sell stumpage, neither were white crews to be allowed on the reservations to do the work, but the Indians themselves were to cut and sell delivered, on the bank of a driving stream, lake, or at mill, as should be agreed upon with the purchaser. The logs were to be scaled by a competent person approved by the United States Indian agent, and scaling charges were to be paid equally by the parties to the contract. Payment was to be made to the Indian owner from time to time during progress of the work, as should be agreed upon between the contracting parties, final payment to be made before removal of the logs. The Indians were to be at liberty to make their own contracts, subject to the approval of the United States Indian agent and the Commissioner of Indian Affairs. Bonds were required from the purchasers in a sum sufficient to insure the faithful performance of the contracts.

During the season of 1882-'83, forty-two contracts, prepared in accordance with form approved by the Department November 1, 1882, were made by individual Indians holding patents for lands on the Lac Court d'Oreilles, Bad River, and Red Cliff

Reserves, variously calling for from 30,000 to 900,000 feet of pine, ranging from \$5 to \$6.50 per 1,000 feet. These with accompanying bonds were submitted by the agent and approved by this office. The result of these operations was in the main very satisfactory, the Indians for the most part coming out considerably ahead of their contracts, many of them at the close of the season being in possession of cattle, horses, sleds, household goods, implements, and in some instances considerable cash balances, independent of supplies furnished by the contractor.

During the season of 1883-'84 the operations were on a more extended scale, eighty-eight contracts, just double the number in the previous season, having been entered into and approved, independently of some cases, where, notwithstanding the vigilance of the agent, logs had been prepared for market by the Indians without the formality of a contract. The returns show that during that season over 48,000,000 of feet of timber were cut and banked, ready for delivery by the Indians, representing a money value of over \$250,000. The result of these operations showing the net amount cleared by the Indian owners of the logs may be summarized as follows:

Lac Court d'Oreilles Reserve:	
Cash balances paid to Indians after deducting supplies furnished by contractors.....	\$32,466.40
Oxen on hand—value.....	2,585.00
Horses on hand—value.....	2,950.00
Camp outfits—value	4,640.00
Leaving (as the net result of the contracts made by 46 Indians).....	<u>42,641.40</u>

Red Cliff Reserve:	
Cash balances paid to Indians after deducting supplies.....	1,190.13
Horses, wagons, etc., on hand.....	918.00
One house and lot.....	1,000.00
One house and lot—value not given.....	
Leaving (as the net result of the contracts made by 5 Indians)	<u>3,108.13</u>

Bad River Reserve:	
Cash balances paid to Indians after deducting supplies (this being the net result of contracts made by 25 Indians).....	18,448.52

This, it will be observed, is independent of supplies with which the Indians were furnished and charged by the contractors during the progress of the work. The figures above given represent only the net gain of the Indians who made the contracts, while, as a matter of fact, all the available male adult population of the reserves were engaged in the work and derived their principal means of support therefrom. In his report accompanying these statistics, the agent remarks that the logging operations have generally been satisfactory to him, and he believes profitable to the Indians, both pecuniarily and as a matter of education, and although he considers that to sell the stumpage directly to buyers with authority to put in the pine with white crews would realize more money for the individual Indian owners, he still deems the present method, with some modifications, the best. By selling the stumpage, the Indian owners would get their money without labor; the remainder of the Indians would be left idle; in a short time the timber would be cut off and the Indians not having acquired the habit of labor, and naturally improvident, with money easily acquired, would be poorer and more dependent than ever. Owing to the want of knowledge of logging operations, caring for and handling teams, etc., by the Indians, the agent was at an early stage of the proceedings authorized to allow the employment of white foremen, cooks, and teamsters to a limited extent in the lumber camps. He thinks the Indians have now had sufficient experience to dispense entirely with white labor, and recommends that hereafter white labor of any kind be dispensed with, except allowing a white contractor to employ a man at his own expense to see that the work is properly done according to contract. I have been induced to treat this subject at considerable length on account of the experimental character of the work. It has so far proved to be an experiment in the right direction, and I therefore think the benefit derived by the Indians pecuniarily and as a matter of practical education should appear on record, as some answer to the argument that the Indian will not work.

During the season of 1884-'85, seventy-six contracts of individual Indians, principally belonging to the Lac Court d'Oreilles Reserve, were transmitted by the agent, and approved by this office.

The average price obtained for the logs this season was \$5.50 per 1,000 feet.

The net profits to the Indians, according to the report transmitted by Agent Gregory to this office October 14, 1885, were as follows:

LAC COURT D'OREILLES.

Cash balances paid Indians by contractors after deducting price of supplies furnished	\$39,269.43
Oxen on hand, value	1,920.00
Horses on hand, value	1,980.00
Camp outfits, value	1,786.65
Total	44,956.08

BAD RIVER.

Cash balances paid to Indians on five contracts	1,786.88
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FOND DU LAC.

Cash balances paid to Indians on four contracts	2,180.87
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LOGGING OPERATIONS BY INDIANS.

During the season 1885-'86, one hundred and seventy-eight contracts for the cutting, sale, and delivery of pine logs, under Department authority of September 28, 1882 (full particulars whereof will be found in the annual report of this office for 1884), were made by individual Indian patentees of the Lac Court d'Oreilles, Bad River, and Fond du Lac Reservations, attached to the La Pointe Agency in Wisconsin. Under these contracts the Indians banked 63,945,769 feet of timber, at prices variously ranging from \$4 to \$6.25 per 1,000 feet. The net gain to the Indians on these transactions was \$131,281.46, of which \$58,006.70 was taken out in merchandise and supplies, and the balance, \$73,274.76, was paid in cash to the individual Indians. The agent reports that the general result of these operations is highly satisfactory; the Indians are all learning to work, are getting good, comfortable homes, and their condition is being greatly improved.

With some modifications in the manner of conducting the business, which the agent has been directed to make, there appears every reason to anticipate that the coming season's operations will be on a more extended scale, and will be still more beneficial to the Indians. White labor, except such as is absolutely necessary, is rigorously excluded from the reservations, and the Indian is taught to labor and permitted to reap the benefit of his toil.

LOGGING BY INDIANS.

[Commissioner's Report, 1887.]

La Pointe Agency, Wis.—During the season 1886-'87, under Department authority of September 28, 1882 (full particulars whereof will be found in the annual report of this office for 1884) two hundred and ninety-four contracts for the cutting, sale, and delivery of pine timber were made by individual patentees of the Lac Court d'Oreilles, La Pointe or Bad River, Lac du Flambeau, and Fond du Lac Reservations, severally attached to the La Pointe Agency, Wis. Under these contracts the Indians cut and banked 128,766,357 feet of timber, which was sold at prices variously ranging from \$4.50 to \$6.50 per thousand feet, according to quality. The net gain to the Indians, after paying all expenses of cutting and banking, was \$273,461.42 (over double the amount realized last season), of which sum \$102,285.03 was taken out in merchandise and supplies furnished by the contractors, and the balance, \$171,176.39, was paid in cash to the individual Indian owners of the timber. Of these net gains—

Lac Court d'Oreilles Indians (as having a majority of the contracts) received	\$177,944.95
La Pointe (or Bad River) Indians received	42,931.76
Fond du Lac Indians received	37,355.94
Lac du Flambeau Indians received	15,228.77
Total	273,461.42

The amount disbursed among the Indians for labor in cutting and banking was \$452,953.15.

All who desire it have an opportunity to work, and as a consequence find themselves better fed, clothed, and housed than ever before. A majority of the Indians save their money and accumulate property, whilst some squander it; but the agent states that

their general condition is greatly improved, and he anticipates still more beneficial results in the future from the force of example set by the more provident. The work has steadily increased from the commencement. Through it Indians have learned to labor who otherwise would probably have been idle, and the personal acquisition of money and property—the result of their own labor—can not fail to stimulate them to a higher degree of industry.

At the outset of the enterprise, the Indians had no means and little, if any, practical knowledge of the business. In order to carry into effect the instructions of the Department it became necessary that they should be furnished with camp outfits, teams, sleds, tools, and provisions during the season. The funds for this purpose were not forthcoming from the Government.

The terms and conditions under which the Indians were permitted to cut and sell their timber as prescribed by the Department were duly announced in a circular letter issued by their agent (Durfee) in the fall of 1882, and intending purchasers were advised they could procure blank forms of contract at his office. (Inspector Marcum has circular.)

Under the authority granted by the Department, the Indians were permitted to make their own contracts, subject to the approval of the agent and the Department.

A form of agreement was submitted by the agent and approved by the Department November 1, 1882. (Inspector Marcum has form of agreement and bond.)

Apart from the general instructions originally given by the Department, additional instructions have from time to time been issued to the agents as the work progressed or as circumstances rendered necessary. (See copies office letter to Agent Gregory, October 29, 1885, and August 24, 1886. Inspector Marcum has copies.)

All contractors intending to furnish supplies to the Indians in part payment for timber are required to take out special licenses (limited as to time) to trade with the Indians for the sole purposes of their contracts, and are placed under the same restrictions as the regular licensed traders.

In respect of the present season, there are now before this office for approval contracts as follows:

Fifty-five contracts of individual members of the Lac Court d'Oreilles band with the Valley Lumber Company, of Eau Claire, Wis., involving in the aggregate 5,575,000 feet of timber at prices variously ranging from \$4.75 to \$6.50 per thousand feet. These contracts were transmitted by Agent Gregory February 25, 1888.

One hundred and one contracts by members of Lac Court d'Oreilles band with Dobie & Stratton, involving 12,000,000 feet of timber at prices variously ranging from \$5.50 to \$7.75 per thousand feet. These contracts were transmitted by Agent Gregory February 28, 1888.

March 13, 1888, 151 contracts made by Fond du Lac Indians with Patrick Hynes were received in this office from Agent Gregory.

None of these contracts have been acted on by Indian Office.

Fifty-four contracts with A. M. Sherman and Joseph Allen in respect of Lac du Flambeau Reserve have also this day been received from Agent Gregory.

OFFICE INDIAN AFFAIRS,

March 14, 1888.

To the Hon. Commissioner of Indian Affairs:

SIR: The undersigned, your petitioners, respectfully represent that they are Chippewa Indians, and belong to the Lac du Flambeau bands of Chippewas; that they reside upon their reservation in the State of Wisconsin; that a large number of said Indians have had lands allotted to them in severalty as provided by law; that said lands are chiefly valuable for the pine timber thereon; that such of your petitioners as have not already received their lands in severalty are desirous of availing themselves of that privilege, and that all of your petitioners desire to sell their pine timber as soon as possible and to the best advantage.

Your petitioners further represent that there is no one on the reservation connected with the Government who has thus far made any effort to protect your petitioners in their rights and interests; that the agent appointed by the Government does not afford them necessary information or protection in the allotment of lands and in the sale of timber; that one Sherman has for some time been engaged in purchasing timber on the reservation and in cutting and logging the same; that your petitioners are not willing to sell their timber to said Sherman for the reason that he, said Sherman, does not treat them fairly; does not agree to give them as much for their pine as they can obtain from other parties; does not pay them as he agrees, and refuses to explain to them their contracts or to settle with them as to amounts paid or due, and frequently obliges them to take, as part payment, goods at exorbitant prices.

Your petitioners further represent that one Joseph Allen is, officially or otherwise,

in the employment of the agent in charge of the reservation; that it has been the business of said Allen to attend to the allotment of lands, and that he has either been instructed or assumes to solicit and secure contracts for the sale of timber to said Sherman.

That in many instances when members of the tribe have received their allotments of land said Allen has requested the Indians to sell their timber to Sherman, and has used promises and other inducements, and has made use of his position and influence to secure such sales, and when parties have refused to make such sales to Sherman said Allen has stricken their names out and instituted other names.

Your petitioners, while they do not specifically charge the agent with collusion, do assert that he has been careless of their interests in this respect; has allowed said Allen and Sherman to manage the business in their own interests, and has in some instances himself solicited sales for Sherman. Your petitioners charge that said Allen is in direct collusion with Sherman, and that his conduct in the management of this business is to the serious injury of the rights and interests of your petitioners. That if your petitioners had some one to act for them, without interference from any one connected with the agency, they could make sales of their timber at better figures than can be obtained from Sherman or any connected with him, and for cash, and run no risk of loss.

Your petitioners state that they do not want said Allen to have anything to do with their business; that they want some one of their own choice to make contracts for the sale of their timber; and that until such a change is made their rights and interests are in continual jeopardy.

Your petitioners have unanimously requested John C. Curran, of Oneida County, Wis., to act for them, and to take charge of their business in connection with the sale and cutting and logging of their timber. Mr. Curran is an old resident of northern Wisconsin; has for many years been engaged in lumbering; is an experienced woodsman; is acquainted with our language, and has the complete confidence of our people.

Your petitioners therefore respectfully ask that if said Allen is acting in an official capacity he may be excluded from any connection or interference with the business of allotments of lands and sale of timber on the reservation; that if he is not so acting in an official capacity, the agent in charge may be instructed not to allow said Allen to interfere in any manner with said business, and that said agent may be instructed to recognize Mr. Curran as the agent of your petitioners in all things connected with said business, and clothed with full power to act in their behalf.

The following signatures were signed by (x) mark and witnessed by J. C. Curran:

We-shock, Wau-be-ga-kake, Wa-se-quai-be, Esqu-a-we-tunk, Pan-wock-may, Ke-ke-konci, Wau-be-Soabenis, Sau-we-skow-gish, We-ank-gish, We-saun-gish, Bo-be-ew-tosh, Mist-go-gish-wahe, Was-in-abei, Wa-way-sh-gish, Cow-a-we-lunk, War-le-be-aushe, Ene-gnan, Jone-me-gish, Anndee, Naw-gun-a-bei, Knowck-way, Sin-sk-ko-gum, Got-che-che-gish, Doc-ke-muss, Cow-wes-kunk, Bab-bam-aushe, Pash-we-guneince, Pem-use-gish, We-met-te-gosh, Puc-cum-escet, En-ene-gan-bei, Cowe-sw-tioshie, Man-a-tonce, Ken-o-she, Saw-way, Quin-gush, Ma-ma-noshe, Oc-ka-wance, O-jo-ma-mag-gish, Pashe-o-gish, Saw-gutch-ewag-gisis, Se-san-gos-en, Met-eway-gish, Saws-gog-yek, Sa-cos-egay, To-to-tunk, Ke-leo-gish, O-ge-she-oshe, We-shoo, Che-ock-que-guan, Chag-a-be-o, Che-mo-que-man, Ges-shlick, Kee-mo, Nee-gon-oshk, Che-o-gish, May-che-way, Mete-goshe, Maw-gish, Wau-bige, Cow-ance, Bune-sw-she, Ba-e-gish, Mone-mage, Pash-bis-aushe, Ps-we-coshe, Ke-bis-aush, Wau-we-agish, Sau-we-sco-gannish, Bob-bie-wasbe, Arche-gwin, En-we-waush, Met-way-au-sink, Mes-eway-gishe, Ma-che-gua, Pash-a-guashe, Pash-a-gone-iss, Pishi-ke-ance, Ma-che-an-e-guet, Hank Lynch, Pe-gone-aushe, Pe-ton-e-gust, Pa-bo-gue-way, Ma-che-e-gwoka, Che-che-twence, She-on-etwoke.

The following were witnessed by John Barnes:

Osh-owi-gisha-gokna, Gen-guas-a-no-qua, Mar-cheos-in-oqua, Ko-not-a-wequa.

Memorandum of papers furnished by Indian Office to be transmitted to Inspector Marcum:

Charlie Headflyer and others, February 17, 1888. Complaint as to Lac Court d'Oreilles Reservation.

We-shock, and others. Complaint as to Lac du Flambeau, seventh inclosure.

J. I. Coffey, January 26, 1888. Complaint in reference to Fond du Lac Reservation.

J. B. Denomie, and others, February 18, 1888. For removal of Agent Gregory.

J. B. and A. Denomie, March 1, 1888. For removal of Agent Gregory and Farmer Walker.

Wa-sa-gwa-ha-be, and others. Various matters on Lac du Flambeau Reserve.

Charles Headflyer, and others. Complaint as to Agent Gregory and timber cutting on Lac Court d'Oreilles.

J. B. Denomie, and others, February 18, 1888. Boundary lines of Bad River Reservation, and complaints against Agent Gregory.

Memorandum for Inspector Marcum.

WASHINGTON, D. C., March 1, 1888.

DEAR SIR: We, the undersigned delegates of the Chippewa Indians of Lake Superior, request (earnestly) that Indian Agent Gregory and Government Farmer G. W. Walker be removed from their offices; that this is one reason we have endeavored to come to Washington, on the ground that they do not work for the interest and welfare of the Indians, but on the contrary they are working for the interest of certain lumber companies, one of whom is the Superior Lumber Company, Ashland, Wis., and he (the Indian agent) is the cause of our logs to be sold for a little more than half the real value, besides the enormous waste both in scale and in cutting of our timber, and he is cross to us, and does not listen to us whenever we make complaints on the way we are treated.

All of the above facts, all of which we can prove, and that there are parties (namely), Ed. Haskins, Ed. Brown, and Rod Ogarry, logging on unpatented lands on the reservation, one of whom has not got contract with the Indian owning the timber. They also often cut timber outside of these lines, for which they were never made to settle by the agent, after being told of the facts; all of whom logs for the Superior Lumber Company, and in one case the agent and the farmer caused an Indian to be removed from his band and his work, causing him great deal of damage, because he (the Indian) would not sell his timber to said Superior Lumber Company. He threatened the Indian to take his logs away from him or anybody else who would buy the said logs, and deprive him of all the benefits therefrom, the lands, viz: lots 6 and 9 on section 1, and lot 7 on section 2, and SW $\frac{1}{4}$ NE $\frac{1}{4}$ section 12, all on township 46, range 3 west, was duly allotted to said Indian (Jo. Waghobosho) by council in 1886, and when a trespass was committed on said land last winter the agent caused the parties trespassing pay the money to said Indian as recognized owner of said land, and the Government farmer granted him authority to cut and sell his timber, but he was stopped cutting when they found out he was not going to sell to Superior Lumber Company. We therefore request you to cause those logs be restored to said owner as soon as it can be done with convenience.

ANAKWADONS (his x mark).
JOHN B. DENOMIE.
ANTOINE DENOMIE.

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

TESTIMONY OF FRED. R. CALLIGAN.

Testimony of FRED. CALLIGAN, taken before United States Indian Inspector T. D. Marcum; at Lac Court Oreille Village, Lac Court Oreille Reservation, Wis., April 13, 1888, in the matter of investigating the affairs of La Pointe Agency.

The witness, being duly sworn, deposeth as follows:

Q. State your name, age, residence, and occupation.—A. My name is Fred. Calligan; age, twenty years; residence, Lac Court Oreille Reservation, and I am in the employment of the Valley Lumber Company, a firm logging on this reservation.

Q. How many allotments on this reservation did the Valley Lumber Company log on this year?—A. I think seventy-six.

Q. How many feet of timber was cut and banked this year from said allotments?—A. About 12,500,000.

Q. What price did the Valley Lumber Company pay for this timber?—A. They paid from \$1.25 to \$3.50 per thousand feet stumpage, except in six cases, where the owners done their own logging and were paid

\$5 to \$6.50 per thousand feet banked, and one case where the stumpage was only \$1 per thousand feet.

Q. What did it cost the Valley Lumber Company per thousand feet to cut and bank the timber?—A. The most of it was put in by subcontractors at prices ranging from \$2.75 to \$4 per thousand feet, and I think it cost about \$3.50 per thousand feet for logs put in by the Valley Lumber Company.

Q. What kind of labor was used in the various camps logging for the Valley Lumber Company on the reservation?—A. Indians and white men—in all one hundred and fifty men; about one-half of them were Indians.

Q. In what capacity are you employed on the reservation by the Valley Lumber Company?—A. I have charge and superintend their business here.

Q. Is the Valley Lumber Company licensed by the Indian Office to trade with the Indians?—A. I am so informed by the vice-president of the company, but I have never seen the license.

Q. What per cent. as a profit is made on the goods and supplies sold by said company to the Indians on this reservation?—A. On an average, I think, about 30 per cent.

Q. Has it been the practice of contractors here to cut all the merchantable pine on the Indian's allotment?—A. The Valley Lumber Company has done so where the Indian did not object, and I think the other loggers have done so.

Q. Could or not the logging have been done as cheap with all Indian labor, except white men for foremen, cooks, and teamsters, as it has been done with half white and half Indian labor?—A. No, sir.

Q. If your company had been restricted to employ only Indian labor, with white men for cooks, teamsters, and foremen, to log on the reservation; could they or not have guaranteed the price they did as stumpage for the timber?—A. No, sir; we could not.

Q. Was it to the disadvantage or advantage of Indians who owned the timber to have the white labor here?—A. It was to their advantage, as it enabled the contractors to pay more for the timber stumpage.

Q. Do you know of any trespasses being committed upon the timber of the Indians, or any one of them, on this reservation?—A. Yes, sir; one case has been reported to me where men in the employment of the Valley Lumber Company cut about thirty-five trees, which will make about 25,000 feet of lumber, and this was cut by mistake of the men, and the rightful owner will be paid for the timber cut.

Q. Can you give me the names of each Indian from whom the Valley Lumber Company have purchased timber this year; the amount banked for each; the price paid therefor; and the amount each Indian has been paid on his timber up to the 10th instant?—A. In answer to your last question I hand you a statement which furnishes the information asked for, marked CC.

F. R. CALLIGAN.

(Recalled April 14.)

Q. Has the Valley Lumber Company cut any timber on this reservation during this logging season under contracts that had not been certified by the Government farmer and forwarded for the approval of Agent Gregory?—A. Yes, sir.

Q. On how many allotments has the company so cut?—A. I think eighteen or twenty.

Q. Under what authority was this timber cut?—A. I made contracts

for the company with the Indians for the timber, and Mr. G. A. Buffington, the vice-president of the Valley Lumber Company, said it was not necessary to have them certified to by the farmer and approved by the agent.

Q. Has the Valley Lumber Company cut timber this year on the reservation under contracts with Indians that have been certified to by the farmer but not forwarded for the approval of the agent in charge of the reservation?—A. Yes, sir; on from five to seven allotments, and my instructions from Mr. Buffington in respect to these were the same as given in regard to the eighteen or twenty contracts above mentioned.

Q. What reason, if any, did Mr. Buffington give for not having these contracts approved as in other cases?—A. There was only a small quantity of timber on each to be cut, the allotments having been previously cut over, and he said he had instructions from Agent Gregory that there would be no need of having such contracts approved.

Q. Are the names of the persons with whom these contracts were made and the quantity of timber cut under each set out in the statement you have filed, marked CC?—A. Yes, sir.

F. R. CALLIGAN.

WASHINGTON, D. C., *Thursday, June 28, 1888.*

The select committee met, pursuant to the call of the chairman, at 10.15 o'clock a. m.

Present, Senator Chandler (chairman) and Senator Platt. Several witnesses from Wisconsin, who had been summoned to give their testimony, were in attendance.

There being no quorum, the select committee adjourned until Friday, June 29, 1888, at 10.30 o'clock a. m.

WASHINGTON, D. C., *Friday, June 29, 1888.*

The select committee met, pursuant to adjournment, at 11 o'clock a. m.

Present, Senator Chandler (chairman), Senator Platt, and Senator Faulkner. The witnesses who were summoned were present, but owing to the engagement of Senator Faulkner upon the District Committee and other business he was unable to remain in attendance with the committee, and after a discussion as to the time of a future session the select committee adjourned until July 2, 1888, at 10.30 o'clock a. m.

WASHINGTON, D. C., *Monday, July 2, 1888.*

The select committee met at 10.30 o'clock a. m., pursuant to adjournment.

Present, Senator Chandler, chairman.

The witnesses who had been summoned were in attendance, but as there was no quorum of the committee present, their testimony could not be taken.

The chairman stated that he would endeavor to have an evening session if he could obtain the attendance of a member of the minority.

The select committee then adjourned.

WASHINGTON, D. C., *Monday, July 2, 1888.*

The select committee met, pursuant to the call of the chairman, at 8 o'clock p. m.

Present, Senator Chandler (chairman) and Senator Faulkner.

The CHAIRMAN. I will call Mr. McKay as the first witness.

TESTIMONY OF DUNCAN L. M'KAY.

DUNCAN L. MCKAY, having been duly sworn, was interrogated as follows :

By the CHAIRMAN :

Q. Please state your place of residence.—A. I reside at Chippewa Falls, Wis.

Q. What is your age?—A. I was born in 1846.

Q. How long have you resided at Chippewa Falls?—A. Since 1866; the winter of 1866-'67.

Q. What has been your business all your life?—A. I have been in the lumber business, engaged in lumbering, since that time, since 1866-'67.

Q. You have been engaged in what way in the lumber business?—A. From "swamping" up to lumber inspector. "Swamping" is about the lowest round of the ladder in connection with that business.

Q. What is "swamping"?—A. It means cutting roads and getting roads ready to get logs out.

Q. Have you bought and sold lumber and logs?—A. Yes, sir; I have bought and sold logs.

Q. Have you bought timber lands or bought stumpage?—A. I have bought logs and helped to negotiate for stumpage.

Q. Have you had any other business except in connection with lumbering since that time?—A. No, sir.

Q. State what your present business is.—A. I am lumber inspector of the sixth district of Wisconsin.

Q. Describe that office; tell us what it is.—A. It is for the supervision and scaling of logs and also of lumber for that district.

Q. By whom are you appointed?—A. By the governor of the State.

Q. When were you first appointed?—A. I was appointed by Governor Smith; I think it was about eight years ago.

Q. Is your appointment a continuous one, or have you been re-appointed since then?—A. I have been re-appointed.

Q. How often?—A. Every two years. I was first appointed by Governor Smith, and then was appointed by Governor Rusk twice, and one term I ran over; there was no appointment made and I held the office during that time.

Q. So that you have been in continuous service since 1880 or 1881?—A. Yes, sir.

Q. What were you doing before that time?—A. I was employed as a scaler.

Q. How long had you been a scaler of lumber?—A. Six years, I think; six or seven years.

Q. What was your business as a scaler of lumber; was it to measure lumber for any one who employed you?—A. Yes, sir; to measure logs, not to measure lumber.

Q. And you measured them for any one who employed you?—A. Yes, sir.

Q. And gave them an official certificate?—A. No, sir; not during that time previous to my appointment.

Q. You simply, then, gave them a certificate as a private scaler?—A. Yes, sir; as a private scaler only.

Q. You may state how you conduct the business of lumber inspector now in the sixth district of Wisconsin; do you do all the business yourself or have you deputies?—A. I have deputies and do a portion of the business myself also. I personally supervise it and have deputies to assist me.

Q. How many deputies have you?—A. I started in to try and do the business myself alone last fall, but I had as many as six deputies last spring.

Q. Do you mean six deputies at one time?—A. Yes, sir; six at one time.

Q. Describe your district, what it embraces, and state where the deputies are located.—A. It embraces everything above and north of Eau Claire flowing into the Chippewa waters; that is, the different streams above the north line of Eau Claire County flowing into Chippewa waters.

Q. What part of these Chippewa Indian reservations are included within your district?—A. The Court Oreille and the Flambeau Reservations. It includes those two reservations except the part of the Flambeau that would flow into the Wisconsin River, but whatever timber comes into the flowage of the Chippewa waters.

Q. And you have nothing to do with timber on the Bad River or Fond du Lac Reservations?—A. No, sir.

Q. Now state what the ordinary business of yourself and your deputies is as lumber inspectors.—A. The business is to revise the scale and report as to its correctness.

Q. How are you paid?—A. By fees.

Q. Are those fees so much a thousand for logs scaled?—A. It is so much a thousand. The State makes the fees for the scaling and I make the fees for the supervision.

Q. When you supervise the scaling which has been done by others, that is what you call your supervision?—A. Yes, sir.

Q. And there is a different fee for that work?—A. Yes, sir; the State makes the fee for scaling.

Q. So that the original measurement of the logs is paid for at a rate fixed by the State?—A. Yes, sir; as made by the lumber inspector. The State makes the amount of fees if the logs are scaled by the lumber inspector and his deputies.

Q. When you are called upon to supervise or verify the measurement made by scalers who are not inspectors, then you make such charge as you see fit?—A. Yes, sir.

Q. Are you not limited in the amount of such charges?—A. Only by custom.

Q. State whether you have during these years bought and sold logs for yourself or for others.—A. I have bought logs for other parties.

Q. To what extent?—A. Last winter I bought several lots for other parties; I bought for Davenport parties.

Q. State whether or not that interferes with your business as lumber inspector in any way.—A. No.

Q. You are not prohibited from dealing in lumber?—A. There is nothing that would prohibit me, as I understand it.

Q. Have you been a dealer for yourself or for others?—A. For myself, only as I would see a lot of logs that I thought was a good trade I would notify those parties and tell them and negotiate a sale for them.

Q. Tell me what knowledge you have of the prices of lumber scaled by you and what means you have of knowledge.—A. As I travel all over the whole district, and as operators in conversation come and ask me what such and such parties are willing to pay for logs of such a class, I have a very good knowledge of prices paid all over the district, and also from contracts which are recorded in my office.

Q. State in regard to that. What contracts are usually recorded in your office?—A. Contracts for logs bought and timber secured.

Q. Why are they filed with you?—A. The law requires it the same as in a real-estate transaction.

Q. Do you mean to have the committee understand that in all cases where you, as lumber inspector, scale logs or verify the scaling of logs the contracts must be filed with you?—A. Contracts for the purchase of logs are supposed to be recorded in the office of the lumber inspector, and all marks used on logs must be recorded with him prior to their use; there is a penalty attached if that is not done.

Q. So that in all cases where you scale or supervise the scaling you have a written paper before you?—A. No; not necessarily so. After I do the work I then issue a certificate myself, and I make a record of that.

Q. It is not necessary in these cases that you should know the price of the lumber sold?—A. No, sir; you can pigeon-hole a contract and not record it.

Q. So that the law does not require that you shall know the price for which the parties sell?—A. No, sir.

Q. But when they file the contracts with you— A. Then I know it, of course.

Q. State whether or not they file contracts with you which show the prices.—A. Yes, sir.

Q. You may state whether you have been on either the Flambeau or Court Oreille Reservations yourself.—A. I have.

Q. When were you on the Court Oreille Reservation?—A. I have not been on the Court Oreille Reservation for a number of years.

Q. How much of the timber located there did you see when you were on the reservation?—A. I ran through some of the timber; I have no great amount of knowledge in regard to the timber on the Court Oreille Reservation.

Q. But did you when you visited it take note of the timber?—A. Yes, to a certain extent.

Q. When were you last on the Flambeau Reservation?—A. The last time I was there was last winter.

Q. Do you mean the winter of 1887-'88?—A. Yes, sir.

Q. Please state whether or not you noticed the timber on the Flambeau when you were up there.—A. I did somewhat, but not a great deal last winter.

Q. Or at any other time?—A. Yes; I have been through some of it.

Q. Are you familiar, generally speaking, with the character of the pine timber on the Flambeau Reservation?—A. Not generally speaking, but only as I saw the logs.

Q. You mean not from visiting the reservation?—A. Not from having general supervision of the reservation; no, sir.

Q. But I understand you to say that you are familiar with the logs which come from the reservation?—A. Yes; I have seen them.

Q. How are the Flambeau logs transported to market?—A. They are floated down the Chippewa or Flambeau Rivers.

Q. What is the Flambeau River or stream?—A. It is a tributary of the Chippewa.

Q. Does it run through or by the reservation?—A. Yes, sir; it runs through there.

Q. Where do the Flambeau logs find a market; at what various places?—A. The "pool" this year, I understand, has got all the logs which came off the Flambeau Reservation, except one lot of four or five million which I find on record. The Chippewa Logging Company and the Mississippi Logging Company constitute what is known there as the "pool."

Q. Describe how the logs from the Chippewa get into market. I understand you to say that the Flambeau logs all go into the Chippewa?—A. Yes, sir.

Q. What becomes of the logs that enter the Chippewa River?—A. The first distribution of them that is made would be at Chippewa Falls. From there they pass on to the mills situated along the Chippewa until they get about four miles below Durand, on the Chippewa, then into Beef Slough, and then are rafted and distributed all along the Mississippi River from Alma down.

Q. Where does the Chippewa enter the Mississippi?—A. It enters it at Beef Slough at Alma, and the main Chippewa at the mouth of Lake Pepin at the Mississippi also. But logs do not go that way unless they go out with the flood or the boom breaks.

Q. State what purchases of logs you have made (without giving the prices now) within the last year and from what streams?—A. I have negotiated for the purchase of logs on Main Creek and on the Flambeau, the north and south forks.

Q. On any other stream?—A. Yes; on the Chippewa, on the west fork of the Chippewa and on the Moose.

Q. What was the character of the purchase of logs that you made?—A. They were from poor to good logs. They were from second cuttings to first, or what we would call virgin timber.

Q. What was the average of logs to a thousand feet in those various purchases that were made?—A. They ran from six and seven to three logs per thousand.

Q. When you speak of a log, what length of log do you have in mind?—A. Everything is brought to a basis of 16 feet in length.

Q. So that when you speak of three logs or six or seven logs to a thousand, you mean logs which will average 16 feet in length?—A. Yes, sir.

Q. Are the logs often longer than 16 feet?—A. Yes; they are longer or shorter, but 12 feet is the lowest of merchantable logs.

Q. What are the longest logs floated?—A. They run as high as 40 or 50 feet.

Q. The longer the better?—A. Yes, sir; in some cases.

Q. What quantities of logs have you negotiated the purchase of recently?—A. Upwards of twenty-five million during the past winter.

Q. You may state the prices of those contracts, the actual prices of those contracts during the last winter, of logs coming from the Flambeau and other streams of which you speak, tributaries of the Chippewa; state what prices were actually paid in those contracts, from the lowest to the highest?—A. It was from \$7 to \$11. One extra lot (a small lot; I do not know whether it would be taken into consideration or not) brought \$12.43.

Q. Describe those logs.—A. There were about seventy thousand. They were extra logs. They were originally to be paid for at \$11.50

for three-log timber, with the understanding that if they ran smaller or larger they were to be paid for on a basis of 2 cents per foot either way, that is, the running price per foot; and the logs went so much larger that that price was paid for them.

Q. Now, state the quality of the other logs which brought lower prices?—A. The six-log timber was from second cuttings.

Q. What was the price paid for that?—A. Seven dollars.

Q. Any other prices?—A. From that it ranged up to \$8.50.

Q. What quality of logs; how many logs to the thousand?—A. The prices ranged from \$8.50 to \$8.75 for four-log timber.

Q. Where were the logs to be delivered for which those prices were paid?—A. A part of the logs were to be delivered in the west fork of the Chippewa, part were to be delivered on the main river, and part were to be delivered on the bank on the north and south forks of the Flambeau.

Q. Are we to understand that in all cases those were to be delivered on the river?—A. No, sir; they were not all delivered right on the bank. Certain parts of the logs were to be delivered at the mouths of different streams.

Q. But they were all logs hauled from the place of cutting and were delivered either on or at the mouth of streams?—A. Yes, sir.

Q. And there was nothing more to do with the logs except to put them into the river?—A. To put them into the river and deliver them at a certain place in some cases, and in other cases they were bought by bank scale. I will explain what I mean by that. When a log is bought at bank scale, the sale ends right there; when a log is bought at boom scale, the log is delivered at the booms or rafting works and measured and paid for at a certain price there.

Q. I want you to state to the committee the value of logs on the Flambeau Reservation banked on the Flambeau River; the fair market price of such logs as are cut at Flambeau and banked on the river?—A. A fair market price of logs delivered on the Flambeau Reservation, according to the size, would run from four-and-a-half-log timber up to three-log timber, all the way from \$7.50 to \$10.50.

Q. What, in your opinion, is the fair cost of cutting and banking timber on the Flambeau?—A. I should have to see a kind of plot of where the timber was banked to give a reasonable answer to that question. Timber 2 miles from a stream and timber half a mile from a stream makes quite a difference in the cost of hauling it.

Q. Of course the committee understand that; but can you give the average price for cutting and banking timber in that vicinity on these tributaries of the Flambeau?—A. Yes, sir; I should like to take it at \$3.

Q. Is \$3 a fair average price?—A. Yes, sir.

Q. How much does the difference in the hauling make, assuming there is no difficulty in getting in and out where the timber is; how much does the difference between hauling half a mile to the bank and 2 miles to the bank make, in your opinion, in the cost of hauling a thousand feet?—A. It would probably make a difference of from 25 to 50 cents a thousand feet; not to exceed 50 cents a thousand. You could bank timber at \$2.50 a half a mile from the bank, and from that out to 2 miles might make 50 cents difference.

Q. State the values on the Flambeau in another way. Will you tell the committee what in your judgment is a fair stumpage price for timber on that reservation?—A. I should say about \$4 is a fair stumpage price; that is what stumpage is generally held for.

Q. What kind of timber would you expect to get on a stumpage contract for \$4.

The WITNESS. Do you mean what sized timber?

The CHAIRMAN. Describe the quality of it in your own language, as you understand the business and I do not. Would you expect to get the best of timber for \$4, or timber of medium quality?

The WITNESS. I should say that good four or five log timber, good and straight, would be worth at least \$4 a thousand with a half a mile to 2 miles haul.

Q. Cutting down included. What kind of timber would it be that would sell on the stump at \$1.50 a thousand?—A. It would be pretty poor timber that would sell for \$1.50. It would be very poor timber, if it was first cuttings, to sell for \$1.50; it would be very small and largely Norway.

Q. To what extent is the timber that comes from this region, which you have been describing, first cuttings, and to what extent second cuttings?—A. I do not know of any second cuttings in that section of the country; it is all first cuttings of original pine.

Q. Has lumbering reached any such condition that there is any considerable quantity of second cuttings anywhere on the Chippewa or its tributaries?—A. I will explain to the committee what the second cutting is, so that you may understand me. Years ago timber, that is, stumpage, was not worth as much as it is at the present day; logs did not fetch as high a price, and lumbermen went in and took out the best of it, this tree here and that tree there, so that the best timber was taken out and the poorest of it remained, and that to-day is what we call second cuttings; it is timber which has been cut over at one time.

Q. But it is not a second-growth; it is the trees which were left at the first cutting which have continued to grow since?—A. Yes, sir.

Q. For how many years?—A. It extends from the first lumbering operations we ever had there until five or six years ago. As the timber gets more valuable of course more of it is picked up.

Q. In cutting the first logs in the way you describe, is it not more difficult to haul them out than when the timber lot is cut over clean and all the logs removed?—A. I should certainly say the more ground you go over the further distance you have got to haul.

Q. But I refer to the difficulty and expense of getting logs out while other trees are left standing?—A. Yes; certainly it would be more expensive.

Q. The cheapest way to clear a lot is to cut down everything?—A. Yes; to cut down everything on the ground.

Q. Are the logs in this section all hauled out during the winter?—A. They are supposed to be, certainly.

Q. They are all hauled out on sleds?—A. No, sir; not all. Some on crutches or "go-devils."

Q. I mean is there any considerable hauling of logs on bare ground after the snow has gone?—A. Not to any extent, unless waiting for a drive. These crutches are not sleds. They use sleds, crutches, "or go-devils," and travois; there are three kinds.

Q. Will they go on bare ground?—A. Yes, to a certain extent.

Q. To what extent are logs hauled on the bare ground?—A. Not to any extent at all.

Q. The intention of the lumbermen is to haul all the logs to the bank on the snow?—A. Certainly. The only difference between a travois and a sled is that the one is on runners and the other is made of the crotches of a tree brought together and fastened.

Q. You may give some idea of the variations or the increase in the price of lumber on the Chippewa for the last dozen years; whether it has gone steadily up or whether it has gone steadily down; I mean logs on the Chippewa.—A. It has increased.

Q. Has it been a steady increase or has the price varied?—A. It has varied some, but it has been generally increasing all the time.

Q. What is the difference in the price of logs in the stream during the last dozen years; what has been the rise in price?—A. There has been at least a difference of \$4 a thousand.

Q. In twelve years?—A. Yes, sir.

Q. Logs then worth \$6 would now be worth \$10?—A. Yes, sir.

Q. What increased facilities have there been during the last five or six years for marketing logs?—A. There have been dams built, streams have been improved, and it is more easy to get the lumber to market.

Q. Now, as to the demand for lumber, the increase of purchases of logs within the last five years?—A. Within the last five years it has been the same, if anything; if not on the increase there is still a demand for all the logs put in mostly. Within the last five years there has been an organization of what we call there the Chippewa Logging Company, or "pool," that controls the mills on the Chippewa, and also a certain number of mills on the Mississippi. Outside buyers, besides that, come in and buy. They buy for one concern altogether, to supply the mills on the Chippewa, excepting a few, and also all the mills on the Mississippi below Alma with the exception of a few.

Q. Down to what point?—A. As far as Saint Louis.

Q. This one pool does that?—A. Yes, sir; this one company; the Chippewa Logging Company and the Mississippi Logging Company combined.

Q. Who are the officers of that company?—A. The president is Mr. Weyerhaeuser.

Q. Where does he live?—A. At Rock Island, Ill.

Q. What is there to prevent any outside buyer from going upon the Chippewa, buying logs, and taking them down on the Mississippi River?—A. Nothing.

Q. Is this pool able to put any obstacle in the way of such an outside buyer?—A. Not necessarily so; they could embarrass him.

Q. In what way could they embarrass an outside buyer?—A. They might buy up all the good logs at the time they were marketed, by paying a high price.

Q. Do they control any booms on the river which would give them any advantage in buying logs?—A. No, sir; not necessarily so, to give them any advantage.

Q. Do they own any booms on the Chippewa streams?—A. Not the Chippewa Logging Company.

Q. Does the pool control any of the booms on the Chippewa?—A. The Chippewa Logging, Driving and Improvement Company to a certain extent control the booms and dams.

Q. Are they in co-operation with the pool company?—A. Yes, sir.

Q. Could they put any obstacles in the way of an outside buyer purchasing logs on the Flambeau and getting them down into the Mississippi?—A. They could if they saw fit to do so.

Q. In what way?—A. They might hold back his logs in certain streams and not give him water enough, and hold back his drives.

Q. A buyer has the right, under the charters of the company, to go by booms?—A. Yes, sir.

Q. So that if they treated him fairly he would have all the advantage any one had?—A. Yes; that any one else had.

Q. But if they chose to use their privileges unfairly they might embarrass him?—Yes; if they chose to do so.

Q. As a matter of fact are there many outside buyers on the Chippewa?—A. Yes, sir.

Q. Do they make any complaint of the pool company—not, I mean, as to competition, but that the pool or boom company prevent them from getting the logs out?—A. Not necessarily so; not as a general thing.

Q. Do they as a matter of fact complain?—A. There have been complaints made; yes, sir.

By Senator FAULKNER:

Q. You have been speaking of the Flambeau Reservation in almost all your testimony?—A. Yes, sir.

Q. When do you say you were last on that reservation?—A. Last winter.

Q. Did you go over the reservation?—A. No, sir.

Q. You can not state, then, to the committee the character of the timber on that reservation that was being cut last winter?—A. No, sir; not from personal observation.

Q. Can you state, from your observation of the logs brought from that reservation, whether it was the first or second cuttings, or third cuttings?—A. I have always understood there was no second cuttings there.

Q. I am speaking now of your personal knowledge, either derived from an examination of the timber as it stood upon the ground, or of the logs floated down the river from that reservation, speaking as an expert?—A. They were first cuttings.

Q. Do you know the distance logs are being cut on that reservation from the streams of your own personal knowledge?—A. From plots I have seen, and marks where they were to cut, location given me where they were to cut, only; I did not go and look at it myself where they were cutting. That is the only way I could answer that question; just from the parties themselves telling me where they were cutting and getting the distance by having a plot book and knowing the distance the stream was from there.

Q. Who told you with reference to those cuttings?—A. The parties who were there would tell me where they were working, of course, and explain it to me. I was there all the time backward and forward myself, and in conversation talking with these different parties going back and forth; I knew just about where they were cutting, even if I was not on the land.

Q. Did you make any purchases of lumber from that reservation?—A. No, sir.

Q. None whatever?—A. No, sir; I never did.

Q. Did you make any purchases last year of lumber from any section of country immediately adjacent to the Flambeau Reservation?—A. Not immediately adjacent to the Flambeau Reservation; no, sir.

Q. At what distance was the lumber that you purchased cut; I mean what distance from that reservation was it cut?—A. There was part of it—the Moose timber—which was on the west fork of the Chippewa, quite a distance from there.

Q. Was that what you would term from up the stream or below?—A. No, sir; it was in a different section of the country.

Q. In what direction from the Flambeau Reservation?—A. North and west.

Q. How much further did they have to float those logs to bring them into market than from the Flambeau Reservation?—A. Not any further; in some cases not near as far.

Q. What was the price you gave for those logs that you purchased from that section of territory?—A. As I stated, it ran all the way from \$7 up.

Q. From \$7 up to what price?—A. That was only a small lot I spoke of at that highest price; but say to \$10.50 and \$11.

Q. I understood you to say that it ran from \$7.50 to \$10.50?—A. No, sir; I think I said \$7.

Q. Is it \$10.50 to \$11?—A. From \$7.50 to \$11; and I stated I remembered one particular lot that brought as high as \$12.43.

Q. Where were the logs to be delivered?—A. Some on the bank, and some driven into the main streams. I will explain it to you. Some of the logs were put in on creeks. That class of logs were to be delivered into the main streams. For instance, it would be on the Moose, or on the west fork of the Chippewa, or Main Creek, or on the Jump. If I bought logs on the rivers or on creeks they would be delivered on the north of Flambeau.

Q. Then I understand from the point of delivery to the point of sale (wherever that would be) of these logs, you take the risk of transporting them to market?—A. Yes, sir; from the point of delivery to the point of sale.

Q. That is, from the point where you purchased them to be your property and to become your property, to the point where you would dispose of them, you would take that risk and pay any cost of passing them through the boom?—A. After they were delivered at the mouth of the stream where I took them out, if I bought them on the bank, I assumed all responsibility.

Q. From the point of delivery to you they became of course your property?—A. Yes, sir.

Q. And any cost of transporting them or logging them to another point would be at your risk?—A. Yes, sir; certainly.

Q. Both as to loss and cost?

The WITNESS. You mean at my cost as the buyer?

Senator FAULKNER. Yes.

The WITNESS. Certainly.

Q. Then I am to understand that when you bought these logs you bought them by what you call the "bank scale." Is that the correct term?—A. Yes, sir.

Q. And that those logs were purchased and became your property upon the bank of the stream?—A. Yes; unless it was stated that they were to be driven out of that creek into the main stream.

Q. Then under your custom it would be required that that should be stated in the contract in order to require the former owner to bring them out to the mouth of the stream?—A. Yes, sir.

Q. They being bought by bank scale?—A. Yes, being bought by bank scale, unless it was specified that they were to be delivered at certain points, they becoming your property and you assuming all risks.

Q. What is the difference in price generally between buying at bank scale and buying at boom scale?—A. It is all the way from \$2 to \$3 per thousand.

Q. What enters into the difference there of price?—A. When you buy on the bank you assume the risk of the logs lying over, and you also assume the risk of percentage, of what we consider on the river a 10

per cent. loss. When you buy at the boom you pay for just what you receive.

Q. Now, will you state to the committee on what basis you made your estimate of from \$7 to \$11; whether it was on the bank or at the boom?—

A. On the bank in every case.

Q. Then, as I understand, there is a difference of how much between the bank and boom scale?—A. From \$2 to \$3 a thousand feet; that is the difference between the bank scale and the boom scale.

Q. The prices which you have given, then, as the general average, the minimum and the maximum, is from \$7 to \$11 at bank scale?—A. Yes, sir.

Q. And the cost of that same lumber by boom scale would be \$2 to \$3 additional?—A. Yes, sir.

Q. Now, will you please state to me where you generally sold or did sell any of those logs that were purchased by you last winter at that place?—A. I made the purchases for other parties on the bank; I did not purchase them myself individually and pay the money for them.

Senator FAULKNER. I understand that.

The WITNESS. I purchased the logs for other parties. So that you can understand the matter thoroughly, I will explain. I will put you in the position of Mr. Mueller, of Davenport, a lumberman down the river. I am running up and down the river, and I write to Mr. Mueller and state that there is a certain amount of logs on Flambeau that he can purchase at a certain price. He will write me to purchase those logs if I can, at a certain figure, and in that way I purchase the logs.

Q. Did he own a mill?—A. Yes, sir; I have cited that person as one of the purchasers.

Q. Do you know where his mill was located?—A. Yes, sir.

Q. Where?—A. At Davenport.

Q. Do you know the price of lumber at Davenport last winter?—A. No, sir; I know nothing about it.

Q. Where is Davenport?—A. In Iowa, on the Mississippi River.

Q. How far from the mouth of the Chippewa?—A. Three or four hundred miles west. It is right across from Rock Island.

Q. How far are the booms to which you refer (at which the price would be increased \$2 or \$3) below the point where you purchased these logs at bank scale?—A. From 150 to 200 miles.

Q. How far is the boom that you refer to as 150 to 200 miles from the point of purchase to the point where this mill was located that you speak of on the Mississippi?—A. It was probably 200 miles, I should say; I could not give the exact distances; it was in Davenport, Iowa; it could be ascertained.

Q. What would you assume, or can you state what would be the probable estimated cost per thousand in the logging of those logs from the boom to this mill on the Mississippi?—A. There is a schedule; I do not know exactly what the figures are, but there is a schedule of prices for rafting and booming—for driving the logs. The Chippewa Logging, Driving and Improvement Company take logs situated on the different streams and drive them to the booms at Beef Slough for a certain schedule figure. They are boomed and rafted for another schedule figure. From there they are floated or towed by steam-boats to their destinations, wherever they may be.

Q. Can you give to the committee an estimate of what is the average cost from the boom to the point where they are taken generally?

The WITNESS. If you would ask me what I thought the cost from the Flambeau Reservation would be, I could probably give it to you.

Senator FAULKNER. No; I want it from the boom to where they are ultimately cut into timber.

The WITNESS. That I could not give you; it would depend on the cost of the steam-boating.

Senator FAULKNER. You can not give me any estimate per thousand on that?

The WITNESS. No, I could not.

Q. Logs then that you gave \$11 for at bank scale would at the boom be worth \$13 or \$14 per thousand?—A. They would be worth \$13 to \$14 at the boom.

Q. And whatever was the additional cost of rafting those logs from the boom to the point of manufacture into lumber would be an additional cost to be added?—A. That would be borne by the purchaser. Whatever additional cost there would be from the boom to where they were manufactured would be borne by the purchaser.

Q. And would be added to the \$13 or \$14 per thousand at the boom?—A. That would not be taken into consideration at all. The party who sold the logs would get his \$13, and that is all there is to it.

Senator FAULKNER. I understand that fully. You do not see what I am trying to get at. What I mean is that logs that are worth \$11 according to the bank scale would be worth at the boom \$13 or 14?

The WITNESS. Yes.

Q. And whatever was the additional cost of rafting those logs from the boom to the point where they are manufactured into lumber would be added to that \$13 or \$14 in purchasing?—A. Whatever charges were put on to the logs for delivering them, for floating them or towing them from the boom to their place of manufacture, would be borne by the purchaser.

Q. And be added to the cost of the logs? I mean the log would be worth that much more at the point of manufacture?—A. Yes, certainly; it would have to be, of course.

Q. And you can not give us any information at all as to that probable cost below the boom?—A. No, sir; I could not. It is something I am not posted on at all.

Q. And you can not give us any estimate from your knowledge, as an estimate of which you are speaking of personal knowledge, of the value of lumber at the point on the Mississippi River to which this lumber went?—A. No, sir; I do not know what the yard prices are.

Q. What do you know, of your own personal knowledge, with reference to the price of stumpage?—A. I know what parties have paid for it.

Q. In this section, I mean, near the Flambeau Reservation.—A. I know what stumpage is held at in localities similar to that.

Q. How far from it?—A. Within 15 miles of it.

Q. On similar streams to that which runs through this reservation?—A. Yes; just about the same thing; similar. The cost would probably be as much if not more to get them to market.

Q. Did you purchase any timber by stumpage?—A. No, sir.

Q. None whatever?—A. No, sir.

Q. Then you know only from contracts made by other parties in regard to that?—A. That is all; from contracts made by other parties, from contracts recorded with me, and from conversations with other parties.

Q. And that price you estimated to be what—the average price of stumpage in that locality?—A. From \$3 to \$4; it depends altogether on the size of the stumpage. I would say it was \$4 on an average.

Q. An average of \$4?—A. I was going to say that stumpage ranges according to the size of the timber. If you have three-log timber it is worth more than if you have four or five log timber, because you get the size and the quality, especially the quality, which is better in a large log than in a small log.

Q. And you do not desire to correct that answer further?

The WITNESS. Which answer.

Senator FAULKNER. The one you have just made.

The WITNESS. It depends on the quality of the timber; from \$3 to \$5, I should state.

Senator FAULKNER. Then you do change it?

The WITNESS. Yes; I change that.

Senator FAULKNER. And you make the average \$4.

The WITNESS. I should put the stumpage at \$3 to \$5.

Q. And you say that depends on the quality and size of the logs?—A. Yes, sir; it depends on that.

Q. Does anything else enter into consideration there in the value of those logs?—A. The distance to haul.

Q. Anything else?—A. The amount of timber on the ground.

Q. Anything else?—A. The country you are located in.

Q. Anything else?—A. The streams you are driving on.

Q. Anything else?—A. I think that is about all. I think that embodies the whole thing—the distance to haul, the streams you are driving on, the country you are located in, and the quality and quantity of the timber on the ground.

Q. Does not the character of the ground over which you have to haul enter into it somewhat?—A. I think I stated that.

Senator FAULKNER. I omitted to remember it. Then, all these things enter into the value of these logs purchased by stumpage?

The WITNESS. Yes; certainly they do.

Senator FAULKNER. You can not give to the committee any information from personal knowledge as to the character of the lumber on this Flambeau Reservation that was cut last winter?

The WITNESS. No, sir; I can not, of the different sections of the country, only from what I have heard said.

Senator FAULKNER. You could not do it from your personal knowledge?

The WITNESS. No, sir; I could not from personal knowledge, because I was not through the timber while they were cutting it.

Q. You think a difference in the length of haul of half a mile to 2 miles makes a difference of about 50 cents in the cost?—A. Yes, sir; I would also correct that statement by saying that it would depend altogether on the ground; also, the location, quality and quantity of timber on the ground.

Q. Does not the question of the character of the winter enter to a great extent into this matter?—A. That is never taken into consideration at all. You do not know what the winter is to be when you make the contract.

Senator FAULKNER. No; I am not speaking of the value of it actually purchased there, but taking all the reasons into consideration, is not that one of the subjects of risk taken by purchasers of stumpage?

The WITNESS. The purchaser of stumpage takes into consideration this fact: That if he has a 5-mile haul he has got to have snow to do it. If he has the bank back a quarter or half a mile, if he has no snow at all, he can get it in by travoying or otherwise; he does not have to use a sled.

Q. The depth of snow on the ground would not affect the question at all, then?—A. It certainly would.

Q. Then there is another risk that he has to take into consideration in fixing the price of stumpage?

The WITNESS. You mean if he knew what the depth would be?

Senator FAULKNER. That, I say, is another risk.

The WITNESS. He has got to run that risk, of course.

Senator FAULKNER. I am not saying that he does not run it; I am simply stating that that is one of the risks that he runs.

The WITNESS. Yes; he certainly runs the risk of no snow or of too much snow.

Q. How about the character of labor to be employed that winter? Is not that another consideration that enters into the question of prices that he fixes for stumpage?

The WITNESS. I do not understand what you mean by "character of labor." If you will explain that question I can answer it better. What do you mean by the character of labor?

Senator FAULKNER. Suppose he knew he was going to have very poor hands to do that particular class of work that he had to do or very good hands to do it, would not that enter into the question of the value of the logs as stumpage?

The WITNESS. I do not think a business man would take that into consideration at all—the idea that he was going to have very poor hands to start in with. I do not think he would take that into consideration in the purchase of stumpage at all.

Senator FAULKNER. Not on an Indian reservation?

The WITNESS. No, sir; no man would take that into consideration for a moment, that he was going to hire a poor crew, if he was a business man.

Senator FAULKNER. Suppose there was a regulation which required him to employ all Indians willing to work, and he knew that fact and knew that he had to employ them and at the same time knew they were very poor laborers. Would not that be a matter that he would take into consideration in fixing the value of the stumpage?

The WITNESS. It would certainly.

Senator FAULKNER. That is what I mean.

The WITNESS. That is what I wanted to understand; I did not know.

Q. From what I understand, you are speaking of the value of stumpage not on an Indian reservation but off of it?—A. Yes, sir.

Q. And that element of risk or uncertainty would not therefore enter into the calculation as to the value of the stumpage you are speaking of?—A. It would not enter into the risk so far as the hiring of Indian labor is concerned that you are speaking of.

Q. Who supports the hands; are they paid so much per month under these logging contracts and supported by the person who cuts the lumber, or do they support themselves out of the amount they are paid every month?—A. They are paid so much per month and found board and lodging.

Q. Is there not another risk which enters into the question of stumpage, and that is, the length of time it will take to do a particular amount of work depending upon the character of the weather?

The WITNESS. Another risk to be taken into consideration depending on the character of the weather?

Senator FAULKNER. Yes; in other words, to explain, would not the character of the weather very often either prolong or enable the cutter

to shorten the period required to cut over a certain amount of timber ?—
A. It certainly would.

Q. So that is another risk taken into consideration, and if he has to work with inferior hands the cost of the cutting of that timber is therefore increased ?—A. It certainly would be.

Q. Because he has to furnish the board of the hands ?—A. It certainly would be. If he had inferior labor he could not accomplish as much as if he had good men.

Q. And it therefore would increase the cost to the party cutting and lessen the value of the stumpage ?—A. It would certainly do so.

Q. The person who cuts this timber pays to the owner a certain amount, no matter what his losses may be in getting the logs for market ?—
A. Yes, sir.

Q. He takes all risks ?—A. Yes, sir.

Q. Does he not often have to prepare the streams in that section of the county by cleaning them or making temporary booms himself to assist in floating this lumber off—I mean the cutter of the logs ?—A. Yes, sir.

Q. Then that is another question which enters the value of stumpage, is it not ?—A. Yes, sir.

Q. Now, will you be kind enough to inform me, in detail, the estimated cost per thousand feet of cutting lumber where the contract is taken in reference to stumpage, from the time that the contractor enters into his contract up to the time that it is delivered at the boom.

The WITNESS. If you would leave out that word “boom” and put in “on the bank” I could answer it.

Senator FAULKNER. You may do that; you are more familiar with the subject than I am.

A. Contracts have been let on Chippewa waters for banking timber at from \$2.35 up to \$4.50.

Q. Can you give the details of the cost of cutting those logs, the details that enter into the \$2.35 or the \$4.50 ?—A. In the first place there is the cutting and sawing of logs, the skidding of them, and then there is the hauling of them. To answer that question you would have to go into details and locate where the land was situated and how it was delivered. Take timber that was half a mile from the bank and it would not require any skidding. From that distance back to 3 or 4 miles you would have to have the road skidded, and add the cost of opening the roads.

Q. There would be more expense by reason of opening the roads ?—
A. Yes, sir. Of course it costs more to open a road 4 miles long than to open one a mile long.

Q. Now, in reference to these companies that control these booms. As I understand you, they have been free to all persons who purchase lumber and desired to float it down those streams ?—A. Yes, sir.

Q. Do you know whether they charge any higher price for individuals than they do those corporations you allude to ?—A. I know nothing about it. They have a schedule of prices published, and you have the privilege of driving your own logs or letting them drive them.

Q. And that schedule of prices is published ?—A. Yes, sir.

Q. You do not know where they have given preference to any particular parties on the river ?—A. No, sir; I do not know.

Q. So far as you know, then, they have acted fairly and justly to all parties ?—A. I think they have.

Q. And you know of no embarrassment which has been caused, as I

understand, by their throwing any obstacles in the way of any who are doing business on those rivers?—A. No, sir; I do not.

Q. You spoke with reference to the gradual increase of the value of stumpage—was it the stumpage or the logs—during the last twelve years?—A. The stumpage has increased with the price of logs.

Q. Which do you refer to, logs or stumpage?—A. To both.

Senator FAULKNER. I wanted to make it accurate. What was the price of stumpage twelve years ago in that section of the country?

The WITNESS. That is quite a ways back, twelve years ago; but then stumpage could be bought from \$1 a thousand to \$1.25 or \$1.50 a thousand.

Q. What was it six years ago?—A. That I could not exactly state. It was an increase, though; it has been steadily increasing all the time.

Q. What was it five years ago?—A. That I could not state positively.

Q. What was it four years ago?—A. I could not state positively only until within the last couple of years or so. For the last two or three years I know it has increased, and I have records to show it, but I have not looked the matter back.

Q. Then how do you know that it has increased steadily for the last five or six years?—A. I know the difference in the price of logs. I know that logs have increased in price and also stumpage.

Q. Tell us what the price of logs was six years ago in that country?—A. Six years ago they did not work as high up as that section of the country, only a few operators. They ran all the way from \$6 to \$7 and some lots as high as \$8, five or six years ago.

Q. Now, can you give us what the price was four years ago?—A. It was about the same. It was about the same thing right straight along until a couple of years ago, creeping up.

Q. Until a couple of years ago it was \$5 and \$6 and some as high as \$8?—A. Oh, no, sir; it was more than that.

Q. What was it, then, about four years ago?—A. I think it was all the way from \$6 up to \$8.

Q. Then, as I understand, four years ago the maximum and minimum price was \$6 and \$8?—A. Yes, sir; to my recollection; I would not say it was that; it might have been a little less or a little more.

Q. How was it about two years ago?—A. Two years ago, if anything, it was less than it was last winter. There was a difference of about 75 cents to \$1; yes, probably all the way from 50 cents to \$1 or \$1.25 a year ago to what it was this year.

Q. How do you explain that the difference in the maximum and minimum varies so much more now than four years ago?—A. For the simple reason that the supply to a certain extent was on the decrease and the demand on the increase, and people were holding stumpage at such a price that you could not get it as readily as then; it is harder work to get stumpage to-day.

Q. Would that affect the minimum and maximum price?—A. It would make a variation, because the lines are drawn closer now than heretofore.

Q. The maximum and the minimum covers a range of \$4, the difference between \$7 and \$11?

The WITNESS. In what year?

Senator FAULKNER. This year and two years ago it was \$2, the way you make it; the difference between \$6 and \$8; the difference between the highest and the lowest price.

The WITNESS. I think it would range about that.

Senator FAULKNER. And your only explanation of that difference between the maximum and the minimum is the question of demand and supply?

The WITNESS. Yes, demand and supply.

Q. I will ask you whether you did not state in your examination by the chairman that the length of the lumber also entered into the price of it?—A. To a certain extent, yes, sir.

Q. And what does the length depend upon in the cutting of logs, the size of the tree or what?—A. Its straightness.

Q. Then that is another element of cost taken into consideration in the purchase of stumpage, the character of the tree and the length of the log that can be cut?—A. Not necessarily so; no, sir.

Q. Then the length does not enter into the prices necessarily of the stumpage?—A. No, sir.

Q. It does not?—A. No, sir.

Q. Why does it not?—A. For the reason that it costs more, if anything, to bank long logs than short ones; it is easier to handle 16 or 20 feet logs than to handle 32 or 40 feet logs.

Q. They sometimes run them down 40 feet long?—A. Yes, sir.

Q. And that enters into the price?—A. As a log it might be more valuable, owing to its size and quality, than a short one.

Senator FAULKNER. I see the point exactly. Although the log is more valuable, yet it is not more valuable as stumpage because of the extra cost in removing the log from the place of cutting to the bank; that would make up the difference in the value of it on the bank or in a boom.

The WITNESS. To a certain extent it would, although it takes straight timber to make long timber.

Senator FAULKNER. But for those reasons it is not taken into consideration in purchasing stumpage?

The WITNESS. Not so much.

By the CHAIRMAN:

Q. Is there any demand for mast timber?—A. No, sir.

Q. Or for long logs?—A. Yes, there is some.

Q. To any extent?—A. Not to any extent. Long logs are used for railroad timbers or long joists. Probably out of 500,000,000 put in on the river there would not be over 15,000,000 or 20,000,000 which would be termed "long timber," which is 26 feet or over, what we call a double or long log.

Q. They are only cut long for some special purpose?—A. Yes, sir. The long straight logs are not cut into pieces because it is believed they will be wanted of that length. I can explain that to you. In making out a contract it provides that all smooth logs shall be cut 16 feet in length, that is the butts or the log next to the butts; that is where we get our choice clear timber from, that 12, 14, 18 and odd feet logs. We never cut a smooth butt log into a longer length unless it is a small one, and the logs next to that we cut into 16 feet lengths, which is the standard for making flooring and siding, and use it for upper grades of lumber.

Q. And they are all logs intended to be sawed?—A. Yes, sir.

Q. None are intended to be used as masts?—A. No, sir; they are all intended to be sawed at the mill the same as short logs. If I made a contract with you for 3,000,000 feet of lumber, that is of logs to be delivered, and in that contract I wanted you to put in 500,000 feet or more of that long or double lengths, I would pay you an extra price for

putting in that long timber to cover the cost of getting it out, because it is more difficult to handle.

By Senator FAULKNER :

Q. In mentioning the details of the cost of these logs you did not refer to, but of course you included, the value of the capital invested and the losses incident to the business by reason of the hardness of the winter and other causes ?

The WITNESS. I do not think I mentioned it.

Senator FAULKNER. You did not mention it. But I ask you if the price you named (you did not give it in detail) you included in the aggregate cost of getting the lumber to the bank that you gave to the committee, the value of the capital invested, and the losses incident to the business by reason of the hardness of the winter and other causes ?

The CHAIRMAN. What is included in that ?

Senator FAULKNER. The value of the investment and the interest on the investment. (To the witness.) In order to log successfully please state to the committee the amount of capital necessary to be invested.

The WITNESS. Do you mean for putting in 1,000,000 feet ?

Senator FAULKNER. Say 1,000,000, and then say 5,000,000, then 10,000,000, and then 20,000,000.

The WITNESS. That would depend on the location of the timber. On a short haul it would not require the same amount of capital that it would on a long haul.

Q. Can you give to the committee any estimate of the investment required for a long haul for a million or a short haul for a million, and then for five, and then for ten, and then for twenty millions ?—A. For labor, provisions, the use and interest on a skit and teams it would cost all the way from \$2 up to probably \$4 (that would be the longest haul) per thousand to bank it.

Q. To do that work a man must have ready cash, must he not, in order to purchase provisions and stock and to employ labor ?—A. Not necessarily so.

Q. Before he entered into the performance of such a contract would he not be obliged to have a set of hands ?

The WITNESS. Before he made the contract ?

Senator FAULKNER. Before he entered into the performance of it would he not require a set of hands ?

The WITNESS. Yes.

Senator FAULKNER. And stock ?

The WITNESS. Yes.

Senator FAULKNER. And provisions to board them ?

The WITNESS. Yes.

Q. How would he obtain them (unless, of course, he had credit) except by paying cash ?—A. He could not obtain them in any other way except by credit or cash, of course.

Senator FAULKNER. I believe that is all I have to ask.

By the CHAIRMAN :

Q. What are the legal, statutory fees for scaling ?—A. Five cents per thousand.

Q. And what are your charges or fees for the supervision of scaling ?—A. I get 2 cents.

Q. That is not fixed by statute ?—A. No, sir.

The CHAIRMAN. That is all.

TESTIMONY OF WILLIAM MCKINNON.

WILLIAM MCKINNON, having been duly sworn, was interrogated as follows:

By the CHAIRMAN:

Q. Where is your home?—A. In Chippewa County, Wisconsin.

Q. How long have you lived there?—A. About twenty years.

Q. What has been your business during those twenty years?—A. Most of the time lumbering.

Q. What other business, if any, have you had?—A. I have engaged in farming lately.

Q. Have you a farm now?—A. Yes, sir.

Q. How much lumber have you handled?—A. I have handled from less than a million up to several million in a season.

Q. What do you mean by stating that you have handled lumber; what has that consisted in?—A. I have cut the timber and banked it.

Q. Have you handled your own timber or that of other people?—A. I have bought timber and banked it.

Q. Have you bought timber land or bought stumpage?—A. I have bought the land and timber, both.

Q. Of which have you bought the most?—A. Of land principally, and timber.

Q. Where have you bought timber land, and where have you bought stumpage?—A. I have bought some on the Chippewa, mostly on the Chippewa, and some in Minnesota.

Q. At what place in Minnesota?—A. On the Saint Louis River.

Q. Is the Fond du Lac Reservation on the Saint Louis River?—A. Yes, sir.

Q. Your principal purchases have been on the Chippewa River?—A. Mostly.

Q. And do you include in that the tributaries, Main Creek, the Jump River, and other streams?—A. Yes, sir.

Q. Have you ever transacted any business on the Indian reservations?—A. No, sir; I have not done any logging on the Indian reservations.

Q. State what you have done with your logs?—A. I have bought timber and sold logs on the bank.

Q. Has your usual practice been to sell your logs on the bank?—A. Yes; that is what we call selling on the bank. Sometimes, once or twice, I have driven logs out of small streams and taken my own chances of banking them on small streams rather than to haul them too far and take the chances of driving them on the main stream, and then we sold them delivered in the main stream.

Q. And do you draw them out?—A. We drive them out by water.

Q. You held them in the boom when you sold them?—A. No, sir; they were sold on the bank of this stream, but were to be delivered in the main river by me, and the purchaser drove them from there.

Q. State whether or not you are familiar with the prices of logs on the Chippewa since 1885.—A. Yes; I am, somewhat.

Q. You think you know the prices from the experience you have had?

The WITNESS. The price of stumpage, do you mean?

The CHAIRMAN. Of stumpage and of logs on the bank of the Chippewa?

The WITNESS. That would depend—

The CHAIRMAN. But you consider yourself familiar with them?

The WITNESS. Yes.

The CHAIRMAN. And competent to give an opinion on the subject?

The WITNESS. Yes.

Q. State whether you have had or have undertaken to have any contracts with Indians on the Flambeau Reservation?—A. I have.

Q. When did you undertake to make contracts on the reservation?—A. Last summer and fall, in 1887.

Q. Had you any oral arrangements with the Indians, and if so, how many?—A. Yes; with quite a number; I should say twenty Indians.

Q. About what quantity of timber do you think the oral contracts you made would have covered?—A. I should judge from 12,000,000 to 15,000,000 feet.

Q. State whether you named prices to those Indians which you would be willing to give them.—A. I told each Indian I talked to that I would give him rather bigger prices than had been promised by others through contracts.

Q. What prices did you offer to give?—A. I told some of them I would give \$2.25, and some that I would give them \$3.25.

Q. State whether you examined the timber at the time you made this offer.—A. Nearly all of it.

Q. Did you make any examination of the timber?—A. I did.

Q. State whether or not you went to the reservation.—A. I had been on the reservation for about four months. I could not tell exactly how long.

Q. Do you mean you went up on the reservation with a view of making contracts, and spent nearly four months there?—A. Yes, sir; that is what I mean.

Q. What were you doing during that time?—A. Part of the time I remained around what they call the Indian town there, and part of the time I was in the woods looking over the timber.

Q. You did examine the timber that you were trying to purchase?—A. Yes, sir; not all of it, but quite a large quantity of it.

Q. But the timber in that vicinity?—A. Yes, sir; a good lot of it.

Q. Did you or not ascertain, so far as you could, the quality of the pine timber there that the Indians were to be allowed to sell, as you understood it?—A. Yes, sir; we could not very well tell what the Indians were to be allowed to sell for, because we could not find what was allotted to them or anything about it.

Q. Was there difficulty about the allotment?—A. Yes, sir; there was difficulty about finding out the allotment, where it was; I could not find it.

Q. Did you examine the timber which you expected would be in the market?—A. Yes, sir; I examined it, I looked it over.

Q. Were you there for any other purpose except that?—A. No, sir; that was all.

Q. State whether you saw Indian Agent James T. Gregory on the subject of making purchases of timber.—A. I saw Agent Gregory first in July. I went to his office to see him to know if he would be willing to have me on the reservation or not. I asked him if he had any objection to my going on the reservation, and we had some talk together, and, to make it short, he said no, that I might go on and see what I could do.

Q. What did he state to you with reference to yourself?—A. I told him that if I could not furnish him reference as to who I was and what

my financial standing was I would not want to be allowed there, and he said it was all right, that I could go and see what I could do.

Q. Did you see him again after July, 1887?—A. I saw him next on the reservation.

Q. Where did you see him in July?—A. At his own office in Ashland.

Q. Did you go to Ashland for the purpose of seeing him?—A. Yes, sir.

Q. Where did you see him next?—A. I saw him in October.

Q. Where?—A. On the reservation.

Q. What conversation took place between you and Agent Gregory at that time?—A. I went and saw Agent Gregory then and asked him if there was any way I could make contracts, so that I could make them legally with the Indians. I told him I wanted to make them without overstepping the rules and regulations of the reservation.

Q. Had you made any written contracts at that time?—A. No, sir.

Q. Or any oral contracts?—A. I had come to an understanding with some of the Indians.

Q. What did he say?—A. He said first he thought I could, and I left him. I do not remember any other talk we had just then; this was in the forenoon. In the afternoon I went back. I did not think to ask him in the morning who I should take these contracts before to have them acknowledged. So I went back and saw him and asked him who I should take the contract to to be acknowledged, and he told me that I had better not make any; that they would not be legal if I did. He said he had not received his orders from Washington yet, that a special agent was to be appointed, and that he and the special agent both would come on the reservation and would be ready for business.

Q. What did you understand that he and the special agent were to do before being ready for business?—A. That no contracts could be made legally with the Indians, or which would be worth anything, until the time that he and the special agent would arrive there and be ready for them.

Q. What were they to do to get ready, as you understand?—A. I understood they had not any power until such time.

Q. Did you understand that allotments of land in severalty to the Indians had to be made?—A. Yes, sir; I understood so.

Q. At the time you talked with the Indians did you understand that the land had not been allotted to each man as his own land?—A. Well, you could not find it. I do not know whether there was any allotment or not, but you could not find out anything about it.

Q. Did you understand that matters were to be made definite when the special agent came?—A. Yes, sir.

Q. And that the special agent and Agent Gregory were to make arrangements so that contracts could be made?—A. Yes, sir; I understood so.

Q. Who else, if any one, was trying to make contracts with the Flambeau Indians at that time?—A. There were some parties, Wisconsin men, trying to make them at the same time.

Q. What were their names?—A. There was a man named McPhail and a man named McDougal, and other parties, I understood, were there, but I did not get their names.

Q. Was Mr. Sherman or Captain Henry there?—A. Mr. Sherman and Captain Henry were making contracts at these times.

Q. Why did you not give those names when I asked for the others?—A. And there was Mr. Cosgrove and others.

Q. Were they there last fall?—A. Yes, sir; they were there.

Q. When did you see Agent Gregory again?—A. It was in December.

Q. Where?—A. On the reservation.

Q. Did you remain there all the time?—A. Principally all the time, unless I went home on a trip of two or three days.

Q. And then did you go right back again?—A. Yes, sir; I went right back again.

Q. Then, what conversation did you have with Agent Gregory?—A. Agent Gregory arrived on Saturday, the 22d, I think, of December.

Q. What took place between you and Agent Gregory then?—A. I did not call on Agent Gregory the first afternoon he was doing business, because I understood that the special agent was with him and I was told that he could not do anything until the special agent was there. But that evening I understood that he was examining and accepting contracts, and the next morning being Sunday, he was in his office examining and accepting contracts, and I went in there and asked Agent Gregory if he was accepting any contracts. He said he was accepting contracts prior to June 14.

Q. What else?—A. I asked him right then about the buying of timber. He asked me if I had any contracts. I told him no; that he had prevented my having any by telling me they would not be legal if I had them.

Q. Meaning that you had no written contract?—A. Yes; that I had no written contract, being that he had told me before that they would not be legal.

Q. Did you tell him that you had no oral contracts?—A. I told him I had verbal arrangements made with Indians, but no written contracts.

Q. What reason did you give him for not turning your oral contracts into written contracts?—A. I told him that he had made the statement that they would not be legal if I had them when I was there before.

Q. You told him that was the reason?—A. Yes, sir; I did.

Q. Had you made any advances of money to the Indians at that time?—A. I had. I was going to answer about Agent Gregory.

The CHAIRMAN. Go on in your own way, then.

The WITNESS. Agent Gregory said that Sherman and others had given merchandise to the Indians, and that they should have something for it. Those are the words he used. I asked him then if my money was not as good as Sherman's with the Indians. He asked me if I had given money to them, and I told him I had.

Q. How much had you advanced?—A. I had advanced about a thousand dollars to the Indians and half-breeds.

Q. To what number of Indians?—A. To ten, fifteen, or twenty Indians.

Q. In what sums had you made advances?—A. In different sums; I had advanced some \$100.

Q. What, if anything, did he say when you told him you had made these oral agreements and had advanced this money?—A. He made no answer regarding my paying the money, but said that Sherman and others had given them merchandise before that and they should have something for pay.

Q. Did you succeed in getting any of your contracts recognized?—A. I did not get any one of mine recognized; no, sir.

Q. Did you know of other parties making contracts at that time?—A. They had been making them before that time and just about that time; I guess all the contracts were made by that time.

Q. As you understood it, who got the contracts?—A. Sherman, Captain Henry, and Cosgrove. Sherman got the most and Captain Henry came second, I guess.

Q. What did you do about contracts after that time?—A. After that time I went to these Indians I had given money to and made some contracts with them, and soon after that I left the reservation and have not bothered with it since.

Q. Have you had any contracts with Indians for timber that have been carried out?—A. Yes, sir.

Q. How many?—A. One in particular.

Q. Where you cut the timber?—A. I did not cut it, but other parties have.

Q. What did you do with the contract?—A. The contract remained somewhere on the reservation.

Q. Who executed the contract?—A. Nobody; I just merely made it up there with those Indians.

The CHAIRMAN. You do not seem to understand me. Will you be kind enough to state whether you had any contracts with Indians which have been carried out?

The WITNESS. Just one in particular.

Q. Where the timber was taken off under it?—A. No, sir, not by me; by Captain Henry.

Q. Have you taken off any timber?—A. No, sir; not a stick.

Q. How much of your money have you received back?—A. I have not received any of it.

Q. Why did you go away from the reservation without securing it?—A. I made up my mind there was no use of my staying there and paying money to the Indians, as I could not get anything for it. It looked to me as though I would make contracts and somebody else would be ahead of me, the way the thing was going.

Q. As a matter of fact, you had no contract carried out?—A. No, sir.

Q. I would like you to state what the value was of the pine timber which you saw on the Flambeau Reservation for stumpage.—A. Such as I saw, that I supposed was Sherman's timber as near as I could find out, would be worth to my value \$4 a thousand.

Q. You had only agreed to pay as high as what price?—A. I agreed to pay from \$2.25 to \$3.25, that being more than others were paying at that time that I heard of. I thought I was going high enough then to get the timber.

Q. What was the average of that pine timber worth on the stump that you saw on the Flambeau Reservation?—A. What I saw that was cut in 1886-'87 would be worth about \$4, I should judge.

Q. And what as to the value of the timber which you examined which was likely to be cut this winter of 1887-'88?—A. It would be worth about the same. That is the price I set on it at a clean cutting, not a partial cutting.

Q. You mean taking all there was on the various allotments?—A. Yes, sir.

Q. What do you estimate that timber would be worth on the bank?—A. From about \$8 to \$9 I calculated I could get for it.

Q. Did you form an estimate while you were on the reservation about cutting and banking the logs?—A. I had some contracts I looked over.

Q. Did you at the time you were making these offers to those Indians form a judgment as to what it would cost you to cut and bank the logs?—A. Yes, sir; in all the offers I made the Indians I calculated low enough so as to put them in and make me sure.

Q. What did you calculate it would cost you?—A. There was some timber I put in for \$2.50 and some cost \$3. I put all I looked over with a view of buying at \$3.

Q. Are the facilities good for getting in supplies and for handling timber?—A. Yes, sir.

Q. Does the railroad run through the reservation?—A. In hauling supplies there you have to haul about 35 miles from Fifield on the Wisconsin Railroad. The railroad was not running through last winter. They were building the railroad last fall; I do not know whether it is built through or not yet.

Q. You speak of the prices you name for stumpage as those to be applied where the timber was cut clean. What would be the value of the timber if it were not cut clean, if the privilege were given to leave some of the logs and take the best ones?—A. It would be worth more. I have seen timber there, and if it had been mine, the way it was cut, I would not allow a man to cut it for \$5 a thousand and take what he took.

Q. Did you see tracts of that character?—A. Yes, sir.

Q. Who cut them?—A. I understood Sherman did.

Q. Describe the way these lots had been cut over.—A. There was one tract in particular that I estimated on; 80 acres that had 1,000,000 feet standing on it, and there were about 200,000 or 300,000 feet cut out on it.

Q. Where was the million that was left standing; on one side of the lot or all over it?—A. All over it.

Q. Do you mean to state to the committee that you saw a lot where Sherman had cut only 200,000 or 300,000 feet and left a million feet standing?—A. Yes, sir; he had cut 200,000 or 300,000 feet and left a million feet standing, at my estimate.

Q. You could form an opinion as to the character of the timber from the stumps?—A. Yes, sir; I could.

Q. What do you think the stumpage of the whole lot, as it originally stood on this "eighty," was worth?—A. I should say \$3 a thousand.

Q. What do you think the timber was worth that Sherman took off?—A. I would not have had it taken off for \$5 a thousand.

Q. Do you think it was worth \$5 a thousand to the man who took it off?—A. Very near anyway to that.

Q. You say the stumpage was worth \$5?—A. Yes, sir.

Q. Can you tell where this lot was?—A. By referring to my plot-book I can.

Q. Can you describe it here so that anybody else could find it?—A. Yes, sir; by my plot-book.

Q. Have you the plot-book here?—A. Yes, sir; I have (having referred to the book in question). It is the west half of northeast quarter of section 31, township 41, range 5.

Q. How large a lot is it?—A. It would be 80 acres, I suppose.

Q. An "eighty"?—A. Yes, sir.

Q. Did you see any more lots like that cut over in that way?—A. I did not see any more, except where there was more timber cut off than what he cut on, but there was some more where a portion of the timber was left in places; from one third to one-half of the timber left standing.

Q. What was left on this lot would be what Mr. McKay calls second cuttings?—A. Yes, sir.

Q. What was that worth for stumpage, as you looked at it?—A. As I have stated, the stumpage would be worth \$3 a thousand on the

"eighty." I rather think I put it too low at first. It would be worth \$3 a thousand standing, with the best timber taken out.

Q. You mean it would be worth \$3 to clean it up after what Sherman had taken away?—A. Yes, sir. I put it rather low at the first cutting of it, it being a nice piece of land to work on.

Q. Could you form any idea of how much timber is left on Flambeau from your tramps over it?—A. Not exactly; but to the best of my knowledge I should call it about 150,000,000 feet from what I could learn from others and what I have seen myself.

Q. You think there are 150,000,000 left there?—A. Yes, sir; I think so.

Q. Can you form any opinion as to how much is gone; what proportion is cut off of the whole?—A. No, sir; I have not seen it since last fall, and I could not tell what they cut, nor really I could not tell what they had taken up to that time.

Q. When did you come away from there last?—A. It was soon after I saw Agent Gregory the last time; in December.

Q. And you have not been there since?—A. No, sir; I have not been there since.

Q. You spent three or four months there, put in a thousand dollars, have left all of it, and never made any further efforts to get your money or any contracts?—A. No, sir; I made up my mind I had better leave. The way the thing looked to me I thought I had better be out of there than in there.

The CHAIRMAN (to Senator Faulkner). The witness is yours.

By Senator FAULKNER:

Q. You are familiar with the Indian character and disposition, are you not?—A. Not very much, except that in my travels through the woods I happen to meet them and pass the time of day.

Q. They like money do they not?—A. I guess they do; probably as well as other parties.

Q. They will make right bad bargains, won't they, in order to get money?—A. I do not know that I can say that they are very anxious for money or so anxious that they will make poor bargains. They are very particular about making their bargains, some of them.

Q. They are sharp fellows, are they?—A. No, sir; they are not sharp fellows, but they want to get about as much as they can.

Q. And they know pretty well what things are worth, do they not?—A. That I could not say. But I know if you offer them \$2 for timber and another person offers them \$3, they know there is a difference; that much they know.

Q. And you played on that knowledge of theirs of that difference?—A. Never.

Q. You were perfectly willing to take advantage of them, as I understand you?—A. No, sir; I made the statement to each Indian that I talked to in this way: That I would give them so much, and if anybody else would give them more that they were right to give it to them if I did not pay them as much as any other parties.

Q. You were acting as their adviser, and telling them you would give them so much, and if anybody would give them more for them to take it?—A. Yes, sir; if I did not give the same.

Q. You were acting exceedingly friendly in giving them advice, were you not?—A. Yes, sir; partly so.

Q. And at the same time you knew you were not giving them within \$1 or \$1.75 of what you ought to give them?—A. I knew I would be making a pretty good trade at the price I offered them.

Q. And you were willing to take advantage of those Indians if you could induce them to enter into this contract?—A. I did not try to coax them into a contract. As I understood it, I could not make any contract until the special agent arrived there and Agent Gregory, and then we were to enter into a contract.

Q. Did you not believe when you were talking to those Indians that this lumber was worth \$4 a thousand stumpage?—A. Yes; I did.

Q. And yet you did not offer them \$4, did you?—A. No, sir.

Q. And you would not have done it unless you had gotten somebody else bidding against you?—A. I do not know that I would.

Q. In other words, you were willing to buy your lumber as cheap as you could get it, no matter what they lost by it?—A. I would have bought it at the figures I offered.

Q. You offered that, you stated just now, because it was more than other people paid?—A. I offered it because I could afford to pay that much.

Q. You did not offer it from any love of the Indian, did you?—A. There are very few men who will give away their money for the love of anybody.

Senator FAULKNER. That is what I imagine from your statement. Then I understand that, knowing this lumber was worth \$4 a thousand, you made the proposition to give them \$2.25 or \$3.25 for some of it?

The WITNESS. Yes.

Q. Why did you make that difference between them?—A. Let me explain, so that you will understand that business. There was some lumber which was going on the Wisconsin waters, but a great portion of these contracts of \$2.25 was not going on that stream. I was not familiar with and did not know what the price of lumber was there, and I took the chances on that.

Q. What did you offer them there?—A. \$2.25.

Q. What did they tell you somebody else had offered?—A. I do not believe they told me that there was anybody else who agreed to buy their timber over there.

Q. Did you not say you had offered them more than other people offered them?—A. That was on the Chippewa and Flambeau waters.

Q. Then, as to the \$2.25, nobody wanted to give them that much?—A. Not that I am aware of. I do not know of anybody who was buying on those waters.

Q. Other purchasers had not gotten over there?—A. Not that I was aware of.

Q. And you did not know whether \$2.25 was too much or too little over there?—A. It was just taking my chances on it.

Q. You did not know whether it was too much or too little, then?—A. I thought I was safe in giving that much.

Q. But you thought so without knowing anything about it, you say?—A. Well, I knew about the timber that was there, but the streams and the market for the timber I did not know about.

Q. But that enters into the value of it, does it not?—A. Yes, sir; certainly.

Q. Then you did not know whether you were giving too much or too little for it?—A. I was pretty sure that for \$2.25 the timber would be worth that on most any stream where you could drive it out.

Q. You were willing to take that risk?—A. Yes, sir.

Q. Is it not strange that if it was worth that much nobody else wanted to buy over there?—A. They were buying where the better market was, as I understood, and where there were better streams to drive.

Q. Was there more than a difference of \$1 in value between those two points?—A. I could not tell you, because I do not know the value of logs over there.

Q. You just offered that without knowing whether it was the right price or not?—A. Yes; but I calculated I was safe on it.

Q. But you did so without knowing anything about it?—A. Nothing definite.

Q. Then, in regard to the timber at \$3.25, the Indians told you that somebody else had offered them how much?—A. The Indians told me that Sherman was paying \$5 for the logs banked, with the cost of banking them taken out of the stumpage.

Q. What did you agree to give for the logs banked?—A. I told the Indian that I would give him \$7 a thousand, I to bank the logs and charge the banking to him; or I would guaranty them \$3.50 for it standing on the stump.

Q. What did he say Sherman would guaranty him for it standing on the stump?—A. He did not say Sherman would guaranty him anything. He said that Sherman would not get it; he said Sherman wanted it, but would not get it.

Q. You do not know whether Sherman guarantied it or not?—A. Only from what the Indian said. As I have stated, the Indian told me that he was paying him \$5 a thousand banked on the stream.

Q. But he did not say what he would guaranty for stumpage?—A. I do not think Sherman guarantied any stumpage there; not that I heard of. He bought the timber from the Indians, banked it, and gave the Indians so much for banking it; that is the way I understood it.

By the CHAIRMAN:

Q. Taking out the cost of the banking?—A. Yes, sir.

By Senator FAULKNER:

Q. Do you not know as a fact that Sherman paid entirely by stumpage?—A. No, sir; I do not.

Q. You do not know whether Sherman guarantied stumpage or not?—A. No, sir; only from what I learned from the Indians and from other parties on the reservation that I would be talking with.

Q. Then you do not know that it is a fact that Sherman paid entirely by stumpage at that time?—A. No, sir; I do not know.

Senator FAULKNER. I have not exactly understood (and I know you want yourself properly represented in the evidence) why you were willing to offer these Indians 75 cents less a thousand than you thought that lumber was worth?

The WITNESS. Well, so far as I could understand there, I was giving the biggest prices that had been paid up to that time, and I thought I had gone high enough at that time. If there was a sharp competition and things were opened up for everybody I would have gone higher.

Senator FAULKNER. Then it was in the interest of competition, and not in the interest of the Indian?

The WITNESS. Not exactly.

Q. If you had gotten the lumber with competition at a dollar a thousand you would have taken it?—A. I think I would have given \$4.

Q. I say if there had been no competition, and you could have gotten the lumber at \$1 a thousand, you would have taken it?—A. I do not say that I would or that I would not. I always try to be pretty near honest in that line. I do not want to steal from any one; I never have yet.

Q. Then why did you not give those Indians the 75 cents extra?—A. The 75 cents extra I suppose they were entitled to, but I was making a trade to have something in it.

Q. You claim to be an honest man, do you not?

The CHAIRMAN. I do not think that is a proper question to ask the witness.

Senator FAULKNER. I think it is, and I will show the relevancy.

The CHAIRMAN. Very well, then, proceed.

The question was repeated to the witness.

The WITNESS. I claim to be an honest man in my transactions. If it makes a man dishonest not to pay an Indian that 75 cents for that timber you may call me honest or dishonest.

Senator FAULKNER. I am not calling you either. Then, if you are an honest man and you are satisfied now that this timber is worth \$4 instead of \$3.25, if you had cut the timber according to contract, would you now go and hand over to the Indians the difference?

The WITNESS. I made that statement on the reservation last fall through my interpreter there.

Senator FAULKNER. What statement?

The WITNESS. The statement I am going to explain to you. In making my contracts with the Indians I said if I made a contract with an Indian by which I got his timber cheaper than I should have gotten it, that I would be willing to donate to the Indian after the affair was over.

Q. Did you not know the value of it when you were bargaining with him?—A. It was a new country to me up there; I did not locate on the reservation.

Q. Had you not been there three or four months?—A. Yes, sir; I had been there three or four months.

Q. Did you not go there for the purpose of examining the timber and locating the streams?—A. I had not examined the streams.

Q. Do you mean to say that you entered into verbal contracts for 12,000,000 to 15,000,000 feet of lumber without having examined as to what questions entered into the value of that stumpage?—A. Not exactly; I left part of that depending on that 75 cents.

Q. And you thought that hereafter you might make a donation of 75 cents to them?—A. I told them through my interpreter; I could not tell it to them myself.

Senator FAULKNER. Is there anybody else who is as honest as that in your country?

The WITNESS. I suppose a few.

Senator FAULKNER. Can you give me the name of any man who ever made a donation to the Indians or paid them better than his contract called for; did you ever hear of such a thing?

The WITNESS. I said that in case I got that timber cheaper than it should have been bought, after the lumber affair was over that I might donate a little towards them.

Q. I understand you to say that Sherman had the right to cut over an 80-acre tract there, and you estimate the amount of timber on the 80-acre tract at 1,200,000 and that he, although having a right to cut there, only cut lumber to the extent of 200,000 or 300,000?—A. That was my judgment, that he cut from 200,000 to 300,000, and my judgment was that on the "eighty" there was, in looking the land over, near a million left standing last fall.

Q. And he cut 200,000 or 300,000?—A. That is my opinion.

Q. Is that customary with those gentlemen there who go upon the

Indian reservations to cut timber?—A. I do not know whether it is the custom to cut it in that way or not.

Q. In what year was this you speak of done?—A. In 1886-'87.

Q. When were you there last in 1887.—A. About the dates I told you I saw the agent there.

Senator FAULKNER. I do not remember when that was. Please refresh my recollection.

The WITNESS. That was in December, I think, or about that date.

Q. That was the last time you remember?—A. Yes, sir.

Q. Do you mean to say that Sherman in December had cut over this particular tract?—A. It was the winter before.

Q. I asked you (as you will find by the question) when you were last there, and you said in 1887.—A. It was cut in the winter of 1886-'87.

Q. And you were there in December, 1887?—A. Yes, sir.

Q. How do you know that Sherman cut over that particular section that you spoke of?—A. Only that his choppings are around there and that his camp was the only one in that vicinity.

Q. That was a year after?—A. No, sir; they had been logging there before that; his cabins were in that vicinity and his cuttings were all around.

Q. You only knew it because you saw his cuttings all around there?—A. Yes, and the knowledge I have about it.

Q. Did you see him cut it?—A. No, sir; I did not.

Q. When did you first take down the description of that land?—A. I took it down in traveling through there and looking over this land, which I expected to get a chance to buy, so as to know how much timber was on that "eighty" should I strike the Indian who owned it.

Q. It was prior to the cutting that you took it down?—A. No, sir; that was after this cutting was done.

Q. Did you take any other descriptions down at the same time?—A. There were some pieces of land there that I took down a description of.

Q. Please give them to us.—A. I do not know if I could just the amount of the others that I took down. Do you mean uncut or cut?

Senator FAULKNER. I mean the memorandum or description of any of those sections or allotments of 80 acres that you took down.

The WITNESS. I do not know whether those were allotted yet or not.

Q. How could you tell this was 80 acres if it was not allotted?—A. I know cutting was done on that "eighty."

Q. What "eighty," if it had never been allotted?—A. I stated that the cutting was done on this "eighty" on the west half of northeast quarter of section 31, as I described.

Q. What other description of land on this reservation did you take down? If any, give it to us.—A. I have not taken a great many down. The way I generally did it I put marks on this book [exhibiting], which I could myself tell what they meant.

Q. Is that a general memorandum you have there; was that taken down at the time; when were the marks on this book made?—A. Last fall.

Q. In what month?—A. During the time I was there; it was in July; sometimes I would be out there.

Q. And all those marks were made at the same time?—A. These marks here [indicating] would be made at different times. Where there is a star here, that indicates good timber, and these marks here [indicating] are for fair timber.

Q. How is it there is no star here on this section [indicating]?—A. It was smaller timber. There [indicating] is 400,000, eight to the thousand.

Q. That is eight logs to the thousand?—A. Yes, sir.

Q. How many miles is the creek from that?—A. I should judge from a mile and a quarter to a mile and a half.

Q. You estimated that after it had been cut over by Sherman it would make eight logs to the thousand?—A. Yes; what I called about eight logs to the thousand.

Q. Was there any other land cut in that way by Sherman?—A. Where he had cut in other localities he had cut more timber out than he did there. He did not run over quite as much ground to get as small an amount of timber.

Q. Then I understand that he did not, in any of these sections that you speak of, cut over two-thirds?—A. I do not think I stated it in that way. I think I said in my answer that I should judge in many places that he had cut—that he had left one-half to one-quarter of the timber standing in a good many places, and in other places where he had cut, he had cut it pretty reasonably close.

Q. You mean pine timber, of course?—A. Yes, sir; I do not speak about anything else but pine.

Q. Have you ever sold any logs from that section of the country at the mills?—A. I always sold my logs, whatever logging I did, on the bank or delivered into some drive.

Q. You do not know anything about the cost from the banking down all the booms to the mills?—A. No, sir.

Q. What did you estimate to be your profit per thousand upon the sale of those logs upon the bank?—A. I do not know that I could state that to you now, it is so long ago I forgot really what figures I did make on it at that time.

Senator FAULKNER. You have recollection sufficient to state what your estimate was of the value on the bank?

The WITNESS. Well, timber was considered to be that value on the Chippewa; that class of timber is considered to be worth that.

Q. Then I suppose on the same basis you could give us what you expected to be your profit on the bank?—A. I expected I could put all those logs that I intended to handle on the reservation there in the winter of 1886-'87 on the bank for from \$2.50 to \$3 a thousand, and then it would leave the balance, after paying stumpage, as profit. There would be some expense of driving; I could not tell what that would be.

Q. What is the average profit in that country in banking logs?—A. Sometimes the profit goes one way and sometimes it goes the other.

Q. Is there any average that you can state?—A. None that I could state.

Q. Sometimes it goes on the debit side and sometimes on the credit side?—A. Yes, sir. If you go to a lumberman who has timber that he wants to bank, he gives you the figures he wants to pay you for doing it and you take your chances of making or losing.

Q. And the lumbermen themselves sometimes lose and sometimes make a profit?—A. Well, they generally calculate to make a profit.

Q. But there is a great deal of risk in the business, is there not?—A. Yes, sir; there is considerable risk.

Q. Do you think \$1.50 a thousand would pay for all that risk?

The WITNESS. Do you mean \$1.50 over and above the cost of doing it?

Senator FAULKNER. I mean the profit. Do you think the probable price or profit of \$1.50 would pay you for all the risks you undertake, taking it one year with another?—A. Oh, yes.

Q. It would?—A. Yes, sir. I know if we did not figure closer than that we would not get very much to do very often.

Q. You speak in reference to some contracts that you made—oral contracts—with the Indians on which you advanced to them in the aggregate about a thousand dollars?—A. Yes, sir; I made some, as I stated, I believe, after I had seen Agent Gregory the last time. Before I went away I made some contracts with the Indians.

Q. And you advanced to that amount?—A. Yes, sir; I had been advancing along since I first went there and I have not been back on that reservation since.

Q. How did it happen that Henry took your contract?—A. I do not know. The first I knew of it Henry told me he had taken one "eighty" I had and cut it and that the Indian wanted him to pay me \$100 that he got from me last fall, and he would not sell him the timber until he would agree to pay me the \$100. That is how I came to know it.

Q. How about the other Indians that you advanced to?—A. I have not heard anything about it.

Q. Did any of those other contractors for stumpage ever either pay you or agree to pay you back for any amount advanced?—A. No, sir.

Q. None whatever?—A. No, sir.

Q. Do you know whether Agent Gregory approved any contracts there at all that were not in writing?—A. That I do not know. The day he was approving of contracts that I was there I saw them having contracts there. I do not know of his approving any that were not in writing.

Q. And you had none in writing?—A. No, sir; none.

Q. Did you ever present to Agent Gregory any contract in writing and ask his approval of it?—A. No, sir.

Q. Can you state to the committee whether or not these contracts were made by Agent Gregory, the Indian, and the contractor, or with the farmer, the Indian, and the contractor?—A. All those contracts were made at that time by the Indians and by the men buying the timber; there was no farmer there.

Q. And were submitted to Agent Gregory for approval?—A. Yes, sir.

Q. To be forwarded to Washington?—A. I do not know what he did with them.

Q. And you never presented any of those written contracts?—A. No, sir.

Q. When you told him that you had made oral contracts with those parties, did he tell you anything in reference to the illegality of an oral contract and advise you that you must have a written contract before he could approve of it?—A. I do not remember that he did. The answer that he made when I asked him the right to cut the timber was that Sherman and others had given them the merchandise and they must have something for it.

Q. You do not mean to say that he told you that he gave them the contract for that reason?—A. That was the answer that he gave me.

Q. Sherman had a written contract there and submitted it to him for his approval, according to your statement?—A. He said Sherman and others have given merchandise to the Indians and they must have something for it.

Q. Did he tell you that he would not approve any contract presented by you to him?—A. Not at that time. He advised me before not to make any contracts; that they would not be legal if I did.

Q. Do you mean oral or written ones?—A. Written ones.

Q. And, as I understand, he said they would not be legal because the allotments had not been made?—A. That is the way I understood it; that the allotments had not been made; that he had not received his orders from Washington, and that the special agent was to be sent to report upon it.

Q. How long before that conversation occurred was it that Sherman and these other men were making contracts?—A. That conversation had not taken place. I told him that others were making contracts and that I did not want to overstep the rules and regulations on the reservation.

Q. How long before you saw him approving contracts of Sherman was it that you had the conversation with him in which he told you that he had no authority?—A. About a month and a half, as near as I can tell.

Q. He never told you after Sherman was making contracts that he had no authority to contract, did he?—A. Sherman had been making contracts about that time.

Q. About what time?—A. I told Agent Gregory along in the fall; that is, I sent in an application and bond for a license to deal on the reservation. After a month or so Agent Gregory wrote back to me that there was a bond of mine, but no application. I stated to Agent Gregory that there were a number of contracts made on the reservation at that time that were called "iron-clads," and if those contracts would be holding there was no use of my getting out a license. It was after that again that Agent Gregory came on the reservation, and I asked him if there was any way that I could make a contract with those Indians so as to be legal; it was after that.

Q. Then, as I understand, you first sent your bond?—A. Yes, sir.

Q. He notified you then that you must make an application for a license?—A. Yes, sir.

Q. And you declined to make that application in your reply?—A. No; I did make the application.

Senator FAULKNER. I understood the reverse.

The WITNESS. Yes; I did make it.

Q. Before you went on there?—A. I was on the reservation at that time.

Q. And you had had no conversation, that you have detailed, with Agent Gregory at that time?—A. No more than what I had said to him at his own office.

Q. In Ashland?—A. Yes, sir; I went to him at his own office; I sent in my bond and did not make application, and he had written to me in about a month that I had not made any application and had better forward my application. I did so. I made application for a license, and stated in the same letter that they were making contracts there, and, as it looked to me, that it would not be necessary for me to have a license at all with the Indians, as it appeared they were to be given contracts, these so-called "iron-clads," and it was no use to make an application. But still I made my application for a license, and I wanted to let him know that such things were going on.

Q. Was it a printed application that you signed?—A. No, sir.

Q. What kind of a form did you use in writing to Agent Gregory?—A. I have forgotten what it was—the way it was worded.

Q. And at the same time you sent him that you told him you did not think it was of any use to put it in, as all the timber was taken?—A. As they were all "iron-clad" contracts; that is what I said.

Q. Was that before or after he told you that they had no authority to contract, having no orders from Washington?—A. That was before.

Afterwards I saw him, and he told me he had no authority to make contracts. He told me not to make any contracts; that they would not be legal if I did.

Q. That is, after you had made application to be licensed?—A. Yes, sir.

Q. And yet you say that you had that conversation with him down at Ashland before you went on the reservation?

The WITNESS. What conversation?

Senator FAULKNER. The one in which he told you that he had no authority from Washington?

The WITNESS. No, sir; we had this conversation on the reservation.

Q. What conversation did you have at Ashland?—A. None. Only I just wanted to see him and ask him for a permit to go on the reservation. I think I said that in my first answer.

Q. Give me the conversation you had at Ashland?—A. I asked him there if he had any objection to my going on the reservation. I told him I could furnish him references as to my financial and business standing. We talked a little while longer and he did not make answer, but was asking me questions about different parties at Chippewa Falls, and then I asked him if I was permitted to go on the reservation. I told him if I did not give him reference as to what I was which was satisfactory that I did not want to go, and that ended the conversation.

Q. Then I understand from your statement now you wrote to him from the reservation?—A. Afterwards, when I came back home, in making my bond out for a license I sent my bond in, but no application for a license. He wrote back to me in about a month's time or maybe more, I would not be certain about the length of time; his letter came to my post-office box and my wife had forwarded the letter to me to the reservation. Then there was a copy of his writing there showing the way they draw out the application, showing the shape that it was to be worded in. So I drew up that application and sent it to him, and said to him that they were making contracts, and that I wanted to notify him of it so that he would be aware of it.

Q. Was that before or after he told you they had no authority to contract?—A. That was before he told me. Afterwards he told me they had no authority to make contracts.

Q. Then I understand you he wrote to you to suggest putting the application in there, and subsequently told that even up to that subsequent conversation they had no authority to contract?—A. Yes; in about a month or a month and a half. I came on the reservation, and he told me there was no way of making contracts so that they would be legal.

Q. Although he had sent word to you that you most put in an application for a license in order to contract?—A. Yes, sir.

Q. He did not say anything in that letter at all about not having authority?—A. No, sir.

Q. Now, will you be kind enough to state to me the name of any Indian to whom you offered \$3.25 for his timber?—A. There is one fellow, I do not know whether it is his right name or not, but they call him "Chaw;" there are so many names among them I could not tell.

Q. Give me any others that you contracted with?—A. I could not tell you their names.

By the CHAIRMAN:

Q. Have you a record of them anywhere?—A. I believe I have at home.

By Senator FAULKNER :

Q. Will you please send us a record of those names when you get home?—A. I will, if I have it.

Q. And the prices you agreed to pay?—A. Yes, sir; the price will be what I have stated.

The CHAIRMAN. Please send us a memorandum of the names and prices.

The WITNESS. I will do so.

Senator FAULKNER. That is the only one you can remember?

The WITNESS. It is. There were a great many of those Indians whose names I could not really very well keep an account of. I let another fellow do it who understood their names better than I did.

Q. Who was the other fellow?—A. His name was Scott.

Q. Where does he live now?—A. Along the line of the Wisconsin Central Railroad.

By the CHAIRMAN :

Q. Was he the interpreter on the Flambeau Reservation?—A. Yes, sir; his name was Bob Scott.

By Senator FAULKNER :

Q. As I understand you, all your contracts were made through him?—A. He was the one who did almost all the interpreting. Occasionally there was an Indian that I would talk to myself who would understand some English.

Q. Where do you say Scott lives?—A. At some place along the Wisconsin Central road.

The witnesses whose testimony had been taken were ordered to be discharged, and the committee then, at 11 p. m., adjourned until Tuesday, July 10, 1888, at 8 o'clock p. m.

DEPARTMENT OF THE INTERIOR,
Washington, July 24, 1888.

SIR: Complying with request contained in your letter of the 20th instant, I have the honor to transmit herewith a copy of the preliminary report of Inspector T. D. Marcum, regarding logging matters on the Indian reservations under the management of the La Pointe Indian Agency, Wis.

Very respectfully,

WM. F. VILAS,
Secretary.

This was omitted by a misunderstanding from former letter. I supposed it to have been included with former transmissions.

WM. F. V.

Hon. WILLIAM E. CHANDLER,

Chairman Select Committee on Indian Traders, United States Senate.

DULUTH, MINN., April 17, 1888.

SIR: I have visited each of the reservations mentioned in Department order of March 13, and have completed my work on the Lac Court Oreille and Lac du Flambeau Reservations, and am en route to Fond du Lac. In advance, however, of my final report on the matters submitted for investigation, I deem it proper to make a special report on some matters of which I think you should be now advised.

The contracts entered into by contractors with the Indians require full payment to be made before the logs are removed from the places of banking, and the contractors for the logs on the Lac Court Oreille and Lac du Flambeau Reservations have, with perhaps one exception, failed to execute the bond required for the payment for said timber. The time for driving the logs is now at hand, and, the agent being absent,

the contractors will not settle unpaid balances until he returns: Should these logs be removed before they are paid for—the balances not being secured by bonds—it might entail considerable loss upon the Indians, and likewise involve the agent. I am not advised as to the solvency or insolvency of all the contractors; most of them are reported good. However, Joseph Allen, so called, has contracts for the timber on the Lac du Flambeau Reservation on twelve allotments, and has logged on most, if not all, of them. He is totally irresponsible financially; and in fact is a refugee from justice, living on the reservation under an assumed name, his right name being Joseph la Framway. He has executed no bonds with his contracts. In view of these facts I would respectfully suggest that the agent be directed to return at once to the agency, to enable contractors to settle for the timber before it is removed from the reservations.

The contractors have done all the logging on the Lac du Flambeau Reservation, paying the Indians stumpage. The evidence of three out of the four contractors places the value of the logs banked on the reservation at \$8 per 1,000 feet, the other at \$7.50 per 1,000 feet; while most of the contracts are only for \$5 per 1,000 feet. The testimony of two of the three contractors, whose testimony was taken, fix \$3 per 1,000 feet stumpage as a fair price for the entire cut on the Flambeau Reservation this year. Other parties, not contractors, but acquainted with the reservation and timber, fix \$3 per 1,000 feet as a fair price stumpage for the entire cut on the reservation, while the other trader or contractor fixes the bank price at \$7.50, and stumpage at \$2.50 per 1,000 feet. The greater portion of the Indians are only getting \$2 per 1,000 feet stumpage; some less, and a few more. As all the logging has been done by the contractors without any hindrance or interference upon the part of the Indians, I most respectfully recommend that the contractors be required to pay the Indians \$3 per 1,000 feet stumpage for all the timber cut this year on the Lac du Flambeau Reservation. While the average contract price paid for the logs on the Lac Court Oreille Reservation is from \$1 to \$1.50 per 1,000 feet below what the contractors testify the logs are worth, the Indians, with few exceptions, have sold for a stumpage which, on the average, is close up to what is shown by the testimony to be a fair average price for the cut on the reservation; the average price for 1,000 feet stumpage being about \$2.40 per 1,000 feet.

The scaling of the logs is a matter to which I respectfully invite your attention. The Government scaler on each reservation receives 10 cents per 1,000 feet for scaling the timber banked. The cut on the Lac Court Oreille Reservation this year was 88,419,670 feet, amounting, at 10 cents per 1,000 to \$8,841.96. The total amount paid to assistant scalers, etc., was \$4,268.80, leaving to the scaler net balance of \$4,573.16 for less than five months' work. The testimony of loggers and scalers fixes from 5 to 6 cents as a fair price and the usual price paid for scaling, and fixing the price at 6 cents per 1,000 feet for scaling would leave the Government scaler on each reservation, after paying his assistants and all expenses, from \$150 to \$175 per month for the time they were in the service, and would be a saving of several thousand dollars to the Indians and contractors. Therefore I most respectfully recommend that the scaler on each reservation be allowed 6 cents, and no more, for scaling the timber banked thereon.

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

T. D. MARCUM,
U. S. Indian Inspector.

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

The following letter was subsequently received from Mr. McKinnon, explanatory of his testimony, and was ordered to be printed in the record:

CHIPPEWA FALLS, July 16, 1888.

The following are the names of the Indians with whom I had bargained for their logs, 1887: Nerka-ke-we-wi-dong, Mi-sha-kwa-ni-bines, Wi-sho, Me-de-wi-shig, Mi-gi-si-wi-Ki-shig, Ge-wa-Com-E-Kire, Obo-sa-na-ge-rig.

This is all I can find at home; the rest I left at the reservation.

In making my statement I said I received only \$100, but I received \$17 more from other Indians, which I found by my papers when I got home.

WM. MCKINNON.

WASHINGTON, D. C., Tuesday, July 10, 1888.

There was no meeting of the select committee, owing to the absence from the city of the chairman and other members.

WASHINGTON, D. C., *Thursday, July 12, 1888.*

The select committee met, pursuant to notice, at 8 o'clock p. m.

Present: Senator Chandler (chairman) and Senator Faulkner.

The several witnesses who had been summoned to appear before the committee were also present.

Senator FAULKNER. I will call Mr. Weyerhauser.

TESTIMONY OF FREDERICK WEYERHAUSER.

FREDERICK WEYERHAUSER, having been duly sworn, was interrogated as follows:

By Senator FAULKNER:

Q. Please state to the committee your age, your residence, and your present occupation.—A. I am fifty-three years of age; Rock Island, Ill., is my home; and my occupation is lumbering.

Q. In what business have you been engaged during the last eight, ten, or fifteen years?—A. In buying pine logs, logging, lumbering, and manufacturing and selling lumber.

Q. Are you acquainted with the mode of purchase of lumber at the Flambeau, Court Oreille, Bad River, and Fond du Lac Reservations?—

A. I have been buying logs on Flambeau and Court Oreille.

Q. Have you purchased any logs from land adjacent to those two reservations and also logs that were taken from those reservations recently?—A. I have.

Q. What quantity of logs have you purchased during the last year and the year anterior to it?

The WITNESS. In a general way?

Senator FAULKNER. Yes.

A. We buy from 400,000,000 to 500,000,000 a year. I suppose we bought this last year 445,000,000 or 447,000,000; last year it was somewhat more.

Q. Can you give an estimate to the committee of the quantity of logs purchased from the two reservations named during the last year or two?—A. I think it would figure up something like 100,000,000 or something over from the two reservations.

By the CHAIRMAN:

Q. Do you mean purchased by yourself?—A. I mean purchased by the companies that I represent.

By Senator FAULKNER:

Q. The question was as to the quantity of logs purchased from the two reservations within the last year or two.—A. I should say 100,000,000 last year, and something like that the year before, perhaps not quite so much.

Q. Will you state from what point the logs purchased and cut on either of those reservations were delivered to your company?—A. Some of them were bought and "banked," as we call it, where they were dropped off the sleigh, and others were driven out—were driven into what we call the "driving limits." We have a certain stopping place. We do the driving to a certain extent, and we make parties outside of those limits drive them into those limits, and sometimes we bank them, but that is as understood in the contract.

Q. From which reservation was the timber cut that you bought on the bank?—A. I think from both of them. Some we bought on the bank and some was driven out. I think that from the Court Oreille Reservation was pretty nearly all driven, or else they paid us so much for driving it out. On the Court Oreille Reservation I think we took it from where it was banked or where it was delivered into driving streams. If it was on the main Court Oreille we charged them 45 cents, and I think that it was 65 cents on the Windfall, a small tributary or creek. Then on Little Chief (we do not drive that) the expense was something like 75 cents for driving it into the main stream. There are other small streams there, such as Ada Creek and Devil's Lake; those we do not drive.

Q. Where you bought logs in the river how was the point of delivery from either of the reservations? That is, by "the point of delivery" I mean when did it become your timber, or when was it turned over to you as your property?—A. We should call it our property as fast as it is unloaded. I think our contracts provide for that—that as soon as it is unloaded and has our mark on it it is ours. But then the parties may have to drive that some distance under the terms of the contract. But the contract provides that as soon as the logs are unloaded they are our property.

Q. Will you state to the committee what was the price you paid for the logs delivered to you upon the bank, where the contract required you to drive them to any point on the river?—A. I think it was from \$7.34 to \$7.50—that is my recollection—on the Court Oreille Reservation.

Senator FAULKNER. I should like to have you make the distinction between the two.

The WITNESS (referring to a memorandum). Seven dollars and thirty-four cents is the lowest, and they ran from that to \$7.50. There was one lot that was \$7.95, but those were long logs, long sticks from 32 feet upwards, or you may say from 24 to 50 or 60 feet.

Q. That was on the bank, was it?—A. Yes, sir.

Q. Now, in regard to the other reservation, the Flambeau?—A. We paid \$8.35, driven out into the river.

Q. What reservation is that?—A. That is the Flambeau.

Q. Can you state how much you bought and cut from the Flambeau Reservation?—A. I am not positive about that, but my recollection is something like 28,000,000.

Senator FAULKNER. You are speaking of the present year?

The WITNESS. Yes; I mean the present year.

Q. Now, about Court Oreille?—A. That would have been something over or something like 75,000,000; I think it was in that neighborhood.

Q. Are you familiar with the cost entering into the cutting of lumber and the delivering of it upon the banks of streams at the Flambeau Reservation?—A. Yes, sir; I have some idea.

Q. Logs that you give \$8.35 a thousand for, driven out into the streams under the terms of the contract, would have been worth what at that rate purchased as stumpage?—A. Three dollars or thereabouts.

Q. Logs which you purchased at the Court Oreille Reservation for \$7.34 on the bank would have been worth what, purchasing them as stumpage?—A. From \$2.50 to \$3.

Q. What is the difference in the character or value of the timber on these two reservations, if any?—A. It costs the most to get it out of the Flambeau Reservation.

Senator FAULKNER. My question was, what is the difference in the character or value of it? I want the character and then the value.

The WITNESS. I would consider the Court Oreille timber, before this last year, a little the best; but this last year there was considerable of what is called "second choppings," going over the ground a second time, otherwise I would have thought the Court Oreille timber the best. I think I have put it high by fixing it at \$3 for stumpage on the Flambeau. Those logs would cost 75 cents to bring them into driving water, so that \$3 would have been very high stumpage on Flambeau. It costs them 40 cents to bring them across the lake and 35 cents to bring them out, so that \$2.50 would be a nearer rate than \$3 for stumpage there.

Q. In entering into a contract to purchase timber on an Indian reservation by the stumpage, will you state to the committee what would enter into the consideration of the value of that per thousand feet?—A. The quality of the timber, the quantity to the acre, the size of the timber, how it is blocked out for logging, the chances, the nearness to the stream, and the surface of the country would figure considerably in it, whether it was rough or smooth in getting it out.

Q. And the distance from the streams?—A. Yes; that is what I have just stated.

Q. How about the character of the high or low water streams in getting the timber from the reservation?—A. That would figure very largely. If the stream is navigable and you were reasonably certain of getting it out, that would be an element, and the uncertainty of getting it out would have to be considered. In some streams the water stays in a long time and you are reasonably certain of getting it out, but in others it does not. That is a point that figures largely in the matter.

Q. Are you familiar with the topography of the Flambeau Reservation?—A. Not to any great extent.

Q. Or the streams through which the timber is driven?—A. I traveled over it last winter, and found some of them in very bad shape, where it was very hard to get the timber out.

Q. Can you state to the committee at what distance from the stream through which these logs are driven the cutting was made on the Flambeau Reservation last year?—A. Not with any certainty. I would say it was from bank-haul some 3 miles or over; I am not sure of that. I want the committee to understand that I never have bought any logs of an Indian and never made a contract with an Indian. Our contracts are with parties who buy of the Indians, so that we are not really interested in that part of the matter as much. The question with us was, can that man get his logs in and get them out where we want them, and are they of the quality we expected when we bought them? That was all I looked after.

Q. Then you did not pay special attention to the character of the ground and the difficulty of getting them to the streams on that reservation, as I understand?—A. No, sir; I did not.

Q. Did you purchase any timber from others adjacent to or near the Flambeau Reservation?—A. Yes, sir; I did. Within the last two months I bought a lot of timber in 41, 42, and 43, in range 6 and 7.

Q. State how far that was cut, what distance from the Flambeau Reservation?—A. The reservation covers considerable ground. Captain Henry knows all about it. It is in the same towns, north and east. I would say it was from 6 to 12 miles distant.

Q. What did you pay for the lumber you bought from those parties, and was it on the bank or in the water?—A. Oh, I bought the timber;

I bought the land out and out. I bought 18,000,000 feet for \$27,000, and then I bought 8,000,000 feet for \$17,000.

Q. Will you state what that would be per thousand?—A. It would be \$1.50 for the first lot and a little over \$2 for the second lot. We got the land with it besides.

By the CHAIRMAN:

Q. You purchased the land and the timber both?—A. Yes, sir.

By Senator FAULKNER:

Q. Can you state to the committee whether or not the timber which you purchased, and described in your last answer, was of equal, or superior, or inferior quality to that on the Flambeau Reservation?—A. I should not think there would be much difference; I think it would be about the same kind.

Q. Would it have been much easier to get the logs from the Flambeau Reservation than from the land which you purchased?—A. No; I do not think there would be any difference hardly. It would cost a little less, perhaps, to drive that which I bought, but there would not be any great difference.

Q. If the statement which you made of the actual purchase of these two tracts, including their timber, is correct, the one averaging \$2.50 per thousand feet and the other a little over \$2 per thousand feet, how is it that you estimate that the lumber upon the Flambeau Reservation, which is not easier or more accessible to market, would be worth for stumps \$2.50?—A. I base that on the \$8.35 I paid for the logs; that is the way I account for that.

Q. Taking the actual purchases that you made, and your actual knowledge of the timber on the Flambeau Reservation, what, in your judgment, would be a fair market value for the stumps on that reservation?—A. From \$1.25 to \$3.00. The reason for the difference is there is considerable Norway up in that country, which we value less. We make quite a difference for that. You might find one "eighty" with a good deal of Norway pine on it, and another "eighty" with nearly all white pine, and that makes quite a difference. The Norway is heavier, costs more to ship, and is not nearly as valuable.

Q. What, then, would you say would be the average value of that lumber?—A. Two dollars, perhaps, and upwards.

Q. Are you acquainted with the character of the ground and timber on the Court Oreille Reservation?—A. I have been traveling over the country and I know a little something about that. We have been living there for years ourselves.

Q. Do you know the distance from the streams where the cutting on that reservation has been made during the last year or two?

The WITNESS. Do you mean hauling? It would be from the bank to 5 miles, and there is a great deal of rough land on Court Oreille, what we call these "kettle-holes," and some is pretty smooth.

Q. What is the character of the streams bordering on this reservation and through which the logs are to be driven?—A. The main Court Oreille is a pretty fair stream. We have spent a great deal of money, perhaps as much as \$25,000 or \$30,000, on the main Court Oreille to improve it. The Windfall, a tributary, is very expensive to get at. We have three dams—at Devil's Lake, on Little Chief, and another. I have been over them, but I am not acquainted with the improving or driving of them.

Q. Has this cutting which has been done on these tributaries or the main stream been during the last year or two?—A. Last year it was

largely on the tributaries; I think the year before it was more on the main stream, and the year before that still more on the main stream. But this last year there was considerable on the tributaries and considerable went through a stream called Little Chief.

Q. Who made the improvements bordering on either of those reservations, or running to them or through them, by which this timber is driven to market?—A. They were either made by our company (we improved the main stream and the Windfall), or else by Dobie & Stratton, or by the contractors, the parties who bought the logs of the Indians. I think Mr. Wilson improved Devil's Lake or Creek some years ago. He commenced there at first buying logs of the Indians for what is called the Pioneer Lumber Company. My recollection is they commenced improving Devil's Lake or Creek there.

Q. Could these logs have been driven from those reservations into the river and from thence to market except for those improvements?—A. They could not; no, sir. It is hard work to get them out as it is, and we have spent lots of money in getting them out.

Q. Does it or does it not require an annual expenditure in order to keep those tributary streams in a condition to drive logs?—A. It does. You have to keep the dams and improvements up.

Q. Who has the burden of that annual expenditure in keeping those streams in condition to drive?—A. The party who uses and drives them and who has the lands. In the commencement we have to buy land where we locate these dams. If we get it of the Indians we pay them roundly. At one of our dams we pay the Indians \$50 a year in wild rice, and then we had to build them a bridge to go back and forth on over the stream, and had to put traps in for the fish to get over them.

By the CHAIRMAN:

Q. You mean fish-ways?—A. Yes, sir. Oh, yes; we have to keep on the right side of the Indians.

By Senator FAULKNER:

Q. As I understand then, speaking of making these improvements, it is not the contractors with the Indians who improve the tributaries?—A. Yes, sir; a great many of them make improvements on the smaller streams; they have been improved by the contractors. We improved the main Court Oreille. We had considerable timber there and on Windfall, and on other streams, like Little Chief, Devil's Lake, and Ada Creek, and so on; the most of the improvements were made by Dobie & Stratton, and some by the Pioneer Lumber Company; that is my recollection.

Q. When it is necessary for you to make the improvements in order to drive those logs, does not that enter into the question of the value of the stumpage in the purchase of the timber?—A. That is the only way to get that out of it; that is the only way to get it.

Q. I ask you if the cost of that improvement does not enter into the value of what you are willing to give for the stumpage?—A. They have to make it out of that stumpage; that is the only way to get the money. It is to be taken out of the lumber, or through the profits of logging, or we have to put it in the price of driving, which takes that much off the stumpage.

Q. Are you familiar with the character of Indian labor?—A. What I know about that matter is only hearsay. I have been among the boys a good deal and have talked about the Indians' logging.

Q. I mean have you known about it from your own personal experi-

ence with them?—A. No; it is only hearsay, or at least largely hearsay.

By the CHAIRMAN.

Q. You have been there and seen the Indians at work?—A. Oh, yes, sir; I have seen them at work.

Q. In the winter during the logging seasons?—A. Yes, sir. The labor is very unsatisfactory. The Indians work well while they are at work, but they are not steady; you can not keep them at it; they quit too soon. When they get a barrel of pork or a barrel of flour they want a dance or something of the kind.

By Senator FAULKNER:

Q. If you are willing to give \$2.50 for stumpage on a tract of equal quality of lumber and equal accessibility to market, adjacent to either of these reservations, owned by a white man, but had to buy your stumpage from the Indians under a regulation requiring you to employ Indian labor, would you be willing to give for stumpage to that Indian the same price—\$2.50—that you are willing to give on the adjacent property where the logs were to be cut by white labor?—A. I would not.

Q. What difference would you make?—A. It would make quite a difference; I could not say in dollars and cents. It would be very uncertain if I had to depend on Indian labor whether I would get it or not. I might buy 5,000,000 feet and not get more than 1,000,000 or 2,000,000 feet.

Q. Can you give us an estimate of the difference per thousand feet?—A. I guess I would not buy any. I have never bought a log of an Indian yet. The men who can go there and stay there, live with them, and plow with them, can get some of the logs, but I could not; I would rather go without the logs.

Q. According to your judgment and experience, therefore, it is to the interest of the Indian, is it not, that the contractors who purchase their timber should have the privilege of employing white labor?—A. Yes, sir; decidedly.

Q. Have you sufficient experience in the cutting of timber in that section of the country to state whether or not it is a wise regulation to require that only three-quarters of an 80-acre tract should be cut, leaving standing the other quarter of the timber on it?—A. It is not wise legislation. I would consider the other timber lost.

Q. Please state why you would regard it unwise, and regard the other timber as virtually lost?—A. Even where I got as much as a quarter or half a section, if it was all cut around it I would cut and put it in. It would either get burned up or the wind would blow it down. We all understand that. If you leave 20 acres of pine by itself, it would not stay there very long; the fire would go through and kill it, or it would blow down.

Q. Then, according to your judgment and experience, it would be to the advantage of the Indian, or any other owner, to clear the entire tract instead of leaving one-quarter of it standing?—A. Yes, sir; at least people do it.

Q. How does the condition of the weather enter into the question of the price of timber on those reservations? I mean the anticipated condition of the weather?

The WITNESS. Do you mean in the case of logging?
Senator FAULKNER. Yes.

A. If the weather is favorable we can log for considerably less than when it is unfavorable. If we have sufficient snow we can log for less than if we have not any snow, or if we have too much snow, like this last winter.

Q. Where you have deep snow for any great length of time during the winter, it adds to and increases the expense of the cutting, does it not?—A. Yes, sir; the “skidding,” as we call it, costs us a great deal more, and keeping the roads open, and last winter we had to shovel a road right through there. The snow was very deep last winter, perhaps close on to 4 feet, where 1½ feet would have been a great deal better. It would cost a great deal less money if the snow was 1½ to 2 feet than if it was 4 feet.

By the CHAIRMAN:

Q. Too much snow is as bad as too little?—A. Yes, sir.

Q. I suppose it is not quite as bad.—A. That depends on the kind of winter we have. A cold winter with a little snow is the best winter. In a soft winter it is bad anyhow.

By Senator FAULKNER:

Q. Which, in your judgment, would be the most advantageous contract to make with the Indians; to pay them so much for the logs banked upon the stream, they to do the work, or to guaranty them so much for stumpage, and you to do the work?—A. I think it would be altogether best for the Indian to sell his pine standing, and have nothing to do with it besides that.

Q. Can you state from practical observation or experience the results which have followed (taking a number of instances upon which to form your judgment) where persons have contracted to deliver logs upon the bank, as to whether they have lost or gained; I do not refer to any particular reservation, but to the general system?—A. Last winter many of the loggers lost money. In some of the contracts I agreed to pay \$4 a thousand for logs put on the bank. We paid them, however, \$5, and yet they did not come out ahead and pay their bills. But that was an exceptionally bad winter, this last winter. In a number of instances where I had contracted with parties to do the work for \$4 I paid them \$5, and then there was hardly enough for them to pay their bills with. It was the deep snow that caused it.

Q. Basing your opinion upon your experience, what would you say is the general average of loss or gain to those men who are logging and who contract to sell their logs on the bank for an ordinary price?—A. I do not know that I understand the question.

Senator FAULKNER. What would be the general average as to loss or gain; that is, do the majority of them lose, or do the majority of them gain and make a profit?

The CHAIRMAN. You mean the lumber contractors?

Senator FAULKNER. Yes; the lumber contractors who agree to deliver so many logs on the bank.

The WITNESS. As a class they mostly remain poor. We have some loggers who attend to their business right well and make money, but the majority do not make more than a living out of it. But we have some men who get rich on it. It is like everything else and depends on how it is managed and looked after. Of course, they all expect to make something, and when they go in in the fall I suppose they figure on making a profit of 50 cents to \$1 a thousand, but when spring comes they find they have not done so sometimes. As I say, we have some

men who get rich out of it, but as a class I will say they are not making much more than a living. Some do well and some get behind.

Q. To carry on the business of logging successfully what is the lowest amount of timber, in your judgment, that the logger would have to cut per year?—A. Our loggers, the smallest of them, have asked for a million, and most of them ask for three or four millions and some five millions for the winter's work. The lowest I know about is one million. With some men who log a little one million satisfies them, but regular loggers want two millions and upwards.

Q. To put in a million to three millions what amount of capital would have to be invested by the logger?—A. I will say it will take from \$1,500 to \$2,000 to get started for a million, that is to get the outfit or what we call the "kit." There is a great deal of difference whether he logs with horses or oxen. If he takes out horses it costs more money than if he has oxen, and that is where the expense would come in, the distance and the hauling. If he hauls 4 or 5 miles he has to have more horses and teams. For a bank haul he could do with oxen. By "kit" I mean his teams, blankets, tools, sleigh, and so on.

Q. How about the provisions for the camp?—A. We mostly furnish them; that is, we give them the money. If a man has not got a kit we do not feel like having anything to do with him. If he has a kit we pay him about \$1.25 as the logs are banked. He gets his monthly payments for whatever he hauls in. Whatever he hauls in January he gets paid for in February at the rate of \$1 or \$1.25 and sometimes \$1.50 when things are high. It averages \$1.25. Then we make him another payment in the spring, usually about a dollar. We pay the labor on the 1st of September, we pay the men or give them so much less if they take it in the spring. That is, if a man makes a contract and pays his men in September, if they want the money, on the 1st of April we take something off and give them less and the balance we pay in July and October. So that we make it mostly in three or four payments; \$1.25 as the logs are banked, perhaps another dollar in the spring and the men's wages in September, and the balance we divide in one or two months, say in July and October. It is largely according to the necessities of the case. If they are men who can not carry themselves we put the payments off. But as to the responsible loggers they get their money from the 1st of February until October. That is about the way it is done on the Chippewa, but on the St. Croix we pay so much in the winter and so much when the logs are in the boom.

Q. Have the Indians on these two reservations of which you speak either the kits or the credit to obtain kits to do the cutting upon their allotments?—A. I could not say. I would say not, but I do not know enough about that matter. I do not think they have any kits.

Q. As I understand, you have never bought lumber yourself from Indians?—A. No, sir; I never bought a log from an Indian. We buy all we get up the country.

Q. But you buy from the contractors who contract with the Indians? Do you know of any instance in which logs were allowed to leave the bank before settlement with the Indians?—A. No, sir; our contracts are to pay them before the logs leave the bank, and we always provide so that the Indian gets his pay before they are started with the drive, which is about the 15th of April or thereabouts.

Q. What do you know about the scaling of lumber and the duties of a scaler?—A. The duties of a scaler are to scale logs, enter them on the books, and mark the logs; that is as I remember it. He puts his ruler on the log, scales it, finds out the contents, enters it on the tally.

sheet, puts the same number on the log that he puts on the tally-sheet, and then in the evening he enters the contents in a book. It is his duty to see that the logs are properly bark-marked and end-stamped. That is what we require of them.

Q. A scaler's duty, then, is not only to mark the log on the end—
A. It is his place to see that it is marked. In some places the scaler does it, and in other places they hire a man to do it.

Q. But still it is the scaler who does it, or it is his agent who does it?—A. Well, in our own work I hold the scaler responsible that they are properly bark-marked and end-stamped, and I furnish him the men who do the end-stamping. If he has not a great deal to do, at a small camp, he sometimes does it himself.

Q. Do you know whether or not the Government appoints a scaler at these reservations?—A. Yes, sir; the Government has a scaler; I know there is a man there called a Government scaler.

Q. Do you know whether he requires assistants to assist him in scaling those logs?—A. Yes, sir; he has to have a good many. It takes a good many men to scale 100,000,000 logs; lots of them.

Q. What character of men does he take for appointment as scalers on one of these reservations?—A. He takes a man who stands between the seller and buyer, to be fair to both of them, and then he requires experience to know the contents of the log. There are very few logs which are perfect. There is rot, or there are defects in them and but very few perfect logs, and they require good judgment.

Q. Then, as I understand, he is to be a man of that character; one who has the confidence of both the buyer and the seller?—A. Yes, sir; both the buyer and the seller.

Q. Do you accept the scale of the scaler in the purchase of logs from the contractors on this reservation?—A. We do in most cases. I recollect where there was some dispute about it, but I think in the most of the cases we do, nearly always. I have not heard of any trouble for a number of years. I think at the beginning there was a little trouble.

Q. But for a number of years you have heard of no trouble?—A. No, sir; I have not. According to my recollection we have always accepted it.

Q. And you accept the scaler appointed by the Government in the purchase of lumber from the Indians?—A. I furnish an overseer and he looks after that. If he thinks there is anything wrong we send a man to examine it.

Q. Have you had occasion to send anybody for that purpose?—A. Not this last year. The greatest trouble that we have with the Indians is about marking the logs. If the lumber is not marked we do not know who gets it. We have had a great deal of trouble about that, but last year there was not any. That came about by the Indians cutting a considerable quantity of logs and not marking them and then in good weather rushing them in. That is the greatest difficulty; but there was none last year.

Q. What is a fair price in that section of the country for the scaling of logs?

The WITNESS. Do you want the monthly wages of the scaler, or what it costs?

Senator FAULKNER. The average cost per thousand is perhaps the best way to get at it, or you can give both.

The WITNESS. That depends largely on the quantity the man has to scale. Our contract provides that we shall pay 3 cents a thousand, and the balance the contractor has to pay—the man whom we buy of.

Q. That is to say, you divide the cost?—A. Yes, sir; we divide it. Where a man has a small camp, a scaling may cost a good deal. These scalers get a good deal; I think we paid our scaler last winter about \$50 a month.

Q. Do you allow him assistants?—A. It depends on the amount of work. If they have a great deal of work to do, we do so.

Senator FAULKNER. Of course that does not include the cost of the assistants?

The WITNESS. Oh, no, sir.

Senator FAULKNER. You pay them in addition?

The WITNESS. Those are, perhaps, what you would call assistants. There are men above them. These men do the work, and there is another man who comes around to look after them. That man we pay perhaps \$75 a month. He is the inspector or superintendent. In some cases we pay them as high as \$100 a month, and then we pay the other men. I think we pay our men \$50, and in some instances more. The lowest we ever paid, I think, was \$40.

Q. Are you familiar on either of these reservations with the distance apart where these cuttings occur on different allotments of the Indians?—A. There must have been 10 or 12 miles between the different places where the logs were banked. Sometimes we have to go a great deal further than at other times.

Q. Would not that enter into the cost of the scaling?—A. It would enter into the cost of it. If a man had not enough there to keep him busy, if he only had 600,000 or 800,000 or 1,000,000 to scale at one place, the scaling would cost him a great deal of money and take four or five months. Whereas if he had 4,000,000 or 5,000,000 to be scaled together he could do it for less.

Q. Then the cost of scaling per 1,000 feet depends on the amount that those men scale?—A. Yes, it does. If a man has enough to do from morning to evening, scaling all the time, he scales a great many logs.

Q. As I understand, this duty of the scaler covers a period of some four months?—A. Yes, sir; about four months, and in some camps more than that; it would average about four months.

Q. Consequently to scale within four months 10,000 feet would cost a great deal more than to scale 100,000; that is, per 1,000 feet?—A. Yes, sir. If a man has 100,000 feet to scale during a day it makes a great deal of difference from where he has 10,000 or 15,000, and it takes him during December, January, February, and March, mostly, to do the scaling.

Q. Have you any connection with these boom companies?—A. Yes, sir.

Q. On what river?—A. On the mouth of the Chippewa, with what is called the Beef Slough Company; I am the president of the Beef Slough Company.

Q. Is there any difference in the charges of the boom company as to any particular parties who drive on that river, or are the charges fair and just to all parties who desire to use it?—A. Oh, we are a chartered company; we are working under a charter.

Senator FAULKNER. I simply wanted to see whether you were doing your duty there.

The WITNESS. A great many say that we do not.

Senator FAULKNER. What is your opinion about it; do all have equal privileges on the river so far as your company is concerned?

The WITNESS. Yes, they do.

By the CHAIRMAN :

Q. What is the capital of your company ?

The WITNESS. Of which company ?

The CHAIRMAN. Of the company of which you are president.

The WITNESS. I am president of five or six companies. Do you mean the Mississippi Logging Company ?

The CHAIRMAN. I mean the company which has made these contracts on the Chippewa River with these contractors on the Indian reservations.

The WITNESS. That is the Chippewa Logging Company.

Q. Have all these contracts of which you have been speaking in this connection, all these purchases, been made in the name of the Chippewa Logging Company ?—A. That is my recollection.

Q. And when you have spoken of what you have done, you mean what you have done in behalf of that company ?—A. Yes, sir.

Q. How many mills has that company and where are they located ?—A. The Chippewa Logging Company is a corporation formed for the purpose of buying logs ; we do not manufacture as a logging company. The Chippewa Logging Company is what is called up there " the pool."

Q. Are you incorporated as a company ?—A. Yes, sir.

Q. What is the business of that company ?—A. The buying of pine land, the buying and sawing of logs. Between us we own perhaps some twenty-odd saw-mills.

The CHAIRMAN. Confine yourself now to the Chippewa Logging Company. You have so much business that I observe it mixes itself up in your mind.

The WITNESS. That is simply a logging company.

The CHAIRMAN. What does that company do. State its business.

The WITNESS. Its business is to buy pine land, and buy saw-logs, and do the driving.

Q. What does it do with the saw-logs which it buys ?—A. It divides them among its stockholders.

Q. Do you mean the logs ?—A. Yes, sir.

Q. Before going further on that point I will ask you how large is the capital of the company ?—A. I think the capital of that company is \$100,000 ; that is my recollection, just \$100,000.

Q. Does that company control, substantially, all the logs on the Chippewa River and its tributaries or handle them all substantially ?—A. We do all the driving, and out of the 700,000,000 or 800,000,000 saw-logs which are put in there in a year we get, perhaps, on an average, 500,000,000.

Q. What becomes of the others ?—A. They go to other parties, to different parties.

Q. What is your method of doing business by which you transfer these logs which the Chippewa Logging Company buys over to the next organization in the pool ; what are those organizations, how many of them are there, and how do you do business ?—A. The Chippewa Logging Company is composed of the Mississippi Logging Company, which is really the parent of the other institution. We own, as the Mississippi Logging Company, about 75 per cent. of the stock of this pool stock.

Q. And who owns the other portion ?—A. A number of mill men located on the Chippewa.

Q. They own that stock ?—A. They own that other 25 per cent. in the Chippewa Logging Company.

Q. And the Mississippi Logging Company owns the rest of the stock ?—A. Yes, sir.

Q. What does the Mississippi Logging Company do; what is its business?—A. That company is composed of a lot of mill men on the Mississippi.

Q. And their business is to take logs, saw them up, and sell the sawed lumber?—A. Yes, sir.

Q. The logs are all put there on the bank or boom by the Chippewa Logging Company?—A. Pretty much so; yes, sir.

Q. And they go into the possession of the Mississippi Logging Company or these other mill owners?—A. The Mississippi Logging Company drives them and sends three-fourths of the logs, or thereabouts, into Beef Slough, and there the Mississippi people get their logs; and the other 25 per cent. are stopped at the mills on the Chippewa and manufactured there.

Q. How do you transfer the property in these logs from the Chippewa Logging Company and the Mississippi Logging Company to the various saw-mill owners? What system of banking do you have? Do you charge them up at what they cost you?—A. Yes, sir; we charge them up at just what they cost.

Q. That is the way it is done?—A. Yes, sir.

Q. How much capital is there in the Mississippi Logging Company?—A. Our capital stock is \$1,075,000; that is what we organized at.

The CHAIRMAN. I am not going to ask you any details about your business; I am not going to pry into your business; but I want you to tell me, generally, whether this business of the Mississippi Logging Company and of the Chippewa Logging Company is profitable, in the controlling of these logs on the Chippewa River and its tributaries and the running of these saw-mills?

The WITNESS. We have done reasonably well, I think, and prospered.

The CHAIRMAN. You have made money.

The WITNESS. Yes; we have.

Q. How does your prosperity compare with the prosperity of those loggers of whom you have been speaking who have followed logging, sometimes getting rich and sometimes losing money; have all who are engaged in this pool made money?—A. I think we have; yes, sir.

Q. Have any of you lost money?—A. There have been years when we have not been so prosperous. There was one year when we had about 1,100,000,000 feet of saw-logs on hand and the price fell about \$2 a thousand on our hands. That was in 1883-'84, I think, at the time we had the panic. We lost about \$2 a thousand on them, or about a couple of million dollars; that is, we could have bought them for that much less if we hadn't them in the market.

Q. But you did not sell them all at this low rate?—A. We do not sell logs, generally speaking.

The CHAIRMAN. Then you did not lose the money on those logs?

The WITNESS. Well, we had a pretty hard time of it.

The CHAIRMAN. Suppose you had logs that arrived in your hands at a nominal price, but were valued at \$2,000,000, you would call yourself \$2,000,000 better off, wouldn't you?

The WITNESS. Each man figures there for himself. We give him his proportion of logs at cost, and then we let him do what he has a mind to do with them. And then we are not getting all our stock on the Chippewa; we are logging on the St. Croix and other streams. The bulk of our logs comes from the Chippewa, but not all.

Q. What is the proportion of business that this pool does on the Chippewa River?—A. I should suppose it was probably as 5 is to 7. Do you mean the Chippewa business?

The CHAIRMAN. No; I mean of all your business what proportion is done on the Chippewa?

The WITNESS. When we go away from the Chippewa we are not a pool; we are working as individuals there.

The CHAIRMAN. The pool only applies to the Chippewa?

The WITNESS. Yes.

Q. How many men are there there buying logs, or maintaining the saw-mills which are run from Chippewa logs, who do not belong to the pool?—A. There are a good many.

The CHAIRMAN. Name some of them.

The WITNESS. The Daniel Shaw Lumber Company is one.

Q. Do they do logging on the Chippewa?—A. Yes, sir; they log on the Chippewa.

Q. Do they use the booms of the Chippewa Logging Company?—A. The Chippewa Logging Company has not any booms.

Q. Who owns the booms on the streams?—A. A concern on the Chippewa called the Dells Company, which has a boom on the Chippewa proper. It was built there to supply the mills on the Chippewa—a boom company.

Q. Who owns the stock of that; is that in the pool?—A. No, sir; not a dollar of it.

Q. As I understand, then, taking the operations of the pool altogether, you buy timber lands; you buy logs; you get them to the mills, saw them up, and sell the sawed lumber?—A. Yes, sir.

Q. Does that cover substantially all the business you do?—A. Buying pine lands, logging and driving, taking them to the mills, sawing them, and selling the lumber—yes, that is pretty much what we do.

Q. What do you think is the total number or value of logs that you purchase or cut and handle in the course of a year, at a round estimate?—A. I should value them at from \$3,500,000 to \$7,000,000. I have to make assessments for this pool company, and I should put it at that figure.

Q. That would represent the value of the logs that all of you handle in a year?—A. Well, you see these pine-land estimates do not always come out right. I think that is about the figure.

Q. You handle that value of logs in a year, do you not, or would you rather estimate it by the output, the quantity of sawed lumber?—A. No, sir; we do not figure on the lumber, we figure on the logs. I think we have averaged just about 500,000,000 logs a year since we have had a pool company.

Q. On the Chippewa and the St. Croix?—A. On the Chippewa alone. I think that is what we have averaged up to last year.

The CHAIRMAN. I want to get at the total business that the pool does.

The WITNESS. That is it as a pool company. We do not handle logs elsewhere as a pool, only as individuals.

Q. How much business do you think all of you do in a year outside of the pool business, is it 500,000,000 more?—A. No, sir.

Q. Is it 250,000,000 more?—A. That depends on what you mean by it. We manufacture in the State of Wisconsin close on to 300,000,000, but we run under different names, which I have not spoken of in my testimony before. We own many saw-mills in Wisconsin not owned as a pool company.

The CHAIRMAN. It seems to me to be material to this inquiry to get some idea of the gross amount of your operations, not merely of the

pool on the Chippewa River, but of the various members of that pool elsewhere.

The WITNESS. In a different capacity and under different names and terms ?

The CHAIRMAN. Yes ; all of you together.

The WITNESS. I think we manufactured 300,000,000 in the State of Wisconsin, which does not figure in these estimates I have given.

The CHAIRMAN. I want to know whether these Chippewa River pool operations cover a half of all your business or not ?

The WITNESS. I would say it is more than half of all our business, considerably more.

The CHAIRMAN. You do not think, then, that all those members of it do as much more business again in addition to the business on the Chippewa as you do on the Chippewa and from the Chippewa ?

The WITNESS. No ; but we cover a great deal of ground when we come to operate as individuals in different companies ; but I would say we did not do as much business.

The CHAIRMAN. You think that you either buy of others or cut off your own land from \$3,500,000 to \$7,000,000 worth of logs a year ?

The WITNESS. You asked me how much money we paid out, and I tell you my recollection is that the highest we ever paid was when we had that 1,100,000,000 feet of saw-logs, and by my estimate that year it was \$7,000,000, and I think besides that it is about \$3,500,000 a year.

The CHAIRMAN. I think you can give me an opinion on the point I want to get at. You do not do any business except that which proceeds from logs, do you ; it all goes back to logs ? The trees are cut down and cut up into logs ; that is what the operations of the pool company consist in ?

The WITNESS. Yes, sir.

The CHAIRMAN. It all goes back to that ?

The WITNESS. Yes ; it deals in pine lands and saw-logs.

The CHAIRMAN. And " pine lands " means saw-logs ?

The WITNESS. Yes. And we have built a railroad, too.

The CHAIRMAN. I want to deal with the pine logs that you handle every year, either by purchase or by getting them off of your own lands. What amount, in value of logs, do you handle in that way, either by buying or cutting from your own lands ?

The WITNESS. You want that as a general average ?

The CHAIRMAN. Yes ; as near as you can make it, in your judgment.

The WITNESS. The price of the logs figure in that. I would say about \$3,500,000.

The CHAIRMAN. What would be the highest, do you think, in any year ?

The WITNESS. As I stated, in one year our assessments figured up \$7,000,000.

The CHAIRMAN. Can you tell what you think this last winter would be the value of logs handled ?

The WITNESS. I think it would figure up about \$3,500,000.

Q. How many logs have the pool or the members of the pool sold during this last year as logs ?—A. We do not sell any logs. I think I stated that before. As a general thing we do not sell any. Our logs are all intended to be sawed at our mills. I will not say that one man would not change with another, but not as a general thing.

Q. As a general thing you buy logs and you do not sell them, but you part with them when they are sawed into lumber ?—A. Yes, sir.

Q. So that you come here, an expert witness in this case, as always a purchaser of logs and never a seller?—A. Yes; that is right.

Q. That is what you are?—A. Yes; I am on that side altogether.

Q. How much of a clear margin over and above a fair profit would you want to have if you were going to buy \$3,500,000 of logs every year? I will extend that question a little. You take the cost of stumpage, the cost of banking, the cost of getting to the booms, the cost of getting to the mills, and the cost of sawing (which comprises substantially the whole expenditure from the beginning to the end of the operation), how much would you want in handling that amount of logs, over and above all your expenses, for a fair profit in handling \$3,500,000 of logs?—A. I do not know. What I would like to have I could answer about, but what I do get I do not know that I could answer. We make a great many of these logs into sash, doors, and window, to go to Texas and beyond.

Q. I understand you want all that you can get, but what would you consider a margin of safety in these operations that would lead you to continue in this business rather than go out of it?—A. I should want to make from 10 to 15 per cent.; not less than that. We have a great many fires and a great many troubles and uncertainties to contend with.

Q. How many years have you been engaged in this business?—A. I am fifty-three years old and I commenced it as a boy of twenty-one or twenty-two years.

Q. And how many years does that make it that you have been engaged in this business?—A. Thirty-odd years.

Q. Have you been buying logs at the lowest price you could buy them for for thirty years and never selling any for the highest price you could get for them?—A. Yes, sir; I always had a saw-mill and cut them up.

Q. Then the tendency of your mind is to cheapen logs, is it not?—A. Yes, sir; I am a "bear" on that subject.

Q. You were on that side of the market on logs?—A. Yes, sir.

Q. Will you tell me the prices at bank that you have given as just prices, in your opinion, for pine logs from these Indian reservations? What were the prices you named in your direct examination?—A. I think I said the lowest was \$7.34, and from that up to \$8.35.

Q. When were you first informed that you would be asked to come here and testify, and by whom?—A. I left home on the day before the 4th of July and went to Chicago to transact a little business there, and went from there to Chippewa Falls, expecting to go back home, but I met Mr. Mitchell and he notified me to come here forthwith. That is the first I knew of it.

Q. And you came here?—A. Yes, sir.

Q. Were you requested by anybody to ascertain any facts or get any figures before coming?—A. No, sir; I was not; but I expected from what I could learn from Mr. Mitchell that you wanted me to testify as to the prices of stumpage and the prices of logs.

Q. But you had no specific requests made on that subject?—A. No, sir.

Q. Did you make any examination or have any examination made of your books before you came on?—A. No, sir; no more than what I have here with me.

Q. What have you here on that subject?—A. I have a list of just what we paid for the Indian logs.

Q. From whom did you get it?—A. From our secretary.

Q. You asked him to give you some memoranda?—A. Yes, sir.

The CHAIRMAN. Will you please give the reporter the memorandum you have there as a part of your testimony, unless you have something written about your business that you do not want to divulge?

The WITNESS. No, sir; I have not anything that is private.

The CHAIRMAN. Then please hand the memorandum to the reporter.

The memorandum referred to, submitted by the witness, is as follows:

Prices paid for Indian logs.

- England, Thomas & Clark, in Court Oreille River, \$7.50; average size, 5.24.
 Charles Bergeron, in Court Oreille River, \$7.50; average size, 5.40.
 Valley Lumber Company, in Court Oreille River, \$7.34; average size, 5.21.
 Dobie & Stratton, in Court Oreille River, \$7.45; average size, 4.86.
 Dobie & Stratton, long logs, average 34 feet, in Court Oreille River, \$7.95; average size, 4.75.
 D. F. Carroll, in West Fork, \$7.50; average size, 6.
 A. M. Sherman, driven out of Bear Creek, \$8.35; average size, 4.86.
 Henry & Leonard, driven out of Bear Creek, price not agreed on; average size, 4.27.

By the CHAIRMAN:

Q. What do the words "average size, 5.24" and "5.40" mean?—
 A. That means how many logs it takes to the thousand.

Q. In that case five and a quarter logs?—A. Yes, sir.

Q. This memorandum was given you by your secretary as the actual prices that were paid during this last winter?—A. Yes, sir.

The CHAIRMAN. I was about to ask you the names of the persons from whom you purchased logs, but you have given them in that list.

The WITNESS. Yes; the names are there.

Q. Are these all the purchases you have made from Chippewa Reservation during the last season?—A. I would say so, for I asked for them all and I expect he would give them to me.

Q. Are the last two items on this list—to Sherman and to Henry & Leonard—logs from Flambeau?—A. Yes, sir.

Q. And what is the "West Fork;" is that from Court Oreille?—
 A. Yes, sir; from the Court Oreille Reservation.

Q. And all the others are Court Oreille?—A. Yes, sir.

Q. From what other contractors have you purchased on the Court Oreille or Flambeau Reservations; from whom have you purchased logs during the last three or four years?—A. The bulk of the logs we bought were bought of Dobie & Stratton and Donald McDonald.

Q. Are there any others that you think of; have you any other memorandum taken from your books except this?—A. No, sir. We bought some of Gaynor & Bergeron last year.

Q. These figures represent actual purchases which you made from these people?—A. Yes, sir.

Q. And they have no interest in your pool property?—A. No, sir; not a dollar of interest.

Q. So that this represents what they actually received from your company?—A. Yes, sir.

Q. Were the payments made to them in cash?

The WITNESS. Do you mean the difference between store goods and cash?

The CHAIRMAN. I do not mean the difference in the time of payment, but whether in money or goods.

A. No, sir; we do not deal in anything; we have no goods.

Q. Then that represents the dollars, the money that these contractors received for those logs?—A. Yes, sir.

Q. In how many of these cases were the logs in boom?—A. Of

course they are all banked logs, but some of those parties had to drive them into the "corporation drive," as we call it. Sherman had to drive them into the corporation drive; he had to deliver them into the mouth of the Flambeau.

Q. Do you consider those the prices of logs at bank?—A. No; this says particularly "driven into Flambeau." Sherman had to make his own arrangements to get them into Flambeau.

Q. But when driven into Flambeau they are worth no more than logs banked on the Flambeau?—A. No; it is the same thing then. I had rather have them banked on the Flambeau because I am more sure of getting them then.

Q. When they have driven these logs into these tributary streams they are worth the same as banked on the Flambeau?—A. Yes, sir.

Q. It costs nothing to roll them into the river?—A. No, sir.

Q. What does it cost you to get those logs into your booms, into the main river?—A. We have them stationed off in sections. I think those logs would cost about 75 cents, perhaps 95 cents, to drive them from there to the boom.

Q. Give the committee any further idea of the cost of driving logs from the Flambeau Reservation to the nearest point where you stop them before sending them farther?—A. It is perhaps 75 cents.

Q. For what distance to the booms?—A. I will say Chippewa Falls and the Dells.

Q. How far is that?—A. It is over 200 miles from Flambeau to Chippewa Falls by river.

Q. What do you do with logs that are intended for mills on the Mississippi?—A. The boom company takes them there and does the driving.

Q. Are they driven singly or rafted from there?—A. They are driven singly.

Q. To what point?—A. To Beef Slough.

Q. How far from the mouth of the Chippewa is that?—A. By river, perhaps 70 miles.

Q. No logs are driven singly after you get into the Mississippi?—A. Unfortunately, we drove them this year—the ice took them out; but intentionally we do not do it.

Q. Where are they made into rafts?—A. At Beef Slough, in Mississippi waters.

Q. How far from the mouth of the Chippewa?—A. The Chippewa makes two arms. The waters of the Chippewa flow into the Mississippi at Reed's Landing, and 14 or 20 miles below that the other arm comes in, and that is where we do our rafting. We have to put them in rafts in Mississippi water.

Q. You manage, in fact, to get your logs without making them into rafts before they get into the Mississippi?—A. Yes, sir.

Q. And before they leave the Mississippi you make them into rafts?—A. Yes, sir.

Q. What is the cost of driving from Chippewa Falls to Beef Slough?—A. The Beef Slough-Company charge 60 cents for boomage.

Q. And for driving to the Beef Slough?—A. That is covered by the 75 or the 95 cents.

Q. You can run logs, you think, from the Flambeau Reservation to Beef Slough, where you make them up into rafts to go down into the Mississippi, at from 75 to 95 cents?—A. I think they actually cost us 95 cents. These Indian reservation logs strike the Chippewa or Flambeau water at the mouth of Bear Creek, which is 70 miles above the railroad bridge, and I think we charge from the railroad bridge to

Chippewa Falls 75 cents, and then there is that other distance from the mouth of Bear Creek, where the charge is 15 cents, making 90 cents altogether.

Q. What is the cost to the various saw-mill companies of sawing logs into lumber?—A. It costs some more and some less.

Q. Is there not in your mind an average price for sawing logs into boards, or plank, or deal?—A. I always figure to take saw logs at one end of the mill, put them through the mill, saw them and pile them, an mark them, and when we get through with that I think the cost is \$3.50 to \$4.

Q. What would you do it for if you had a large quantity to saw?—A. We always work for ourselves; we never saw for other men.

Q. Do you call that the cost to yourselves without regard to interest on capital or wear and tear?—A. I think if we have a mill which cuts 25,000,000 feet and I take my expenses, repairs, insurance, and the whole thing together—

Q. And interest on capital?—A. No, sir; simply repairs, and keep my mill going from one year to another, I think it will be \$4; I think \$3.50 might have done it once, but not now.

Q. Buying your logs cheap for thirty years and approaching the price of sawn lumber, the tendency of your mind is to increase the amount, is it not?—A. Well, I have to take facts for it. It is no use for me to say I make it for \$3.50 when it costs \$4.

Q. After you have bought the logs as cheap as you can, and run them through all these pools and sloughs and got it into the saw-mill, you generally sell it and want to get all you can for it?—A. Yes; I buy as cheap as I can and sell as high as I can.

Q. Do you want to testify to this committee that the average cost of sawing these logs, getting them ready for market, is \$4 a thousand?—A. I will say, \$3.50 to \$4, and I am taking my expense account from the 1st of January to the last of December for running my entire machinery.

Q. And in determining whether or not it would be profitable to buy a lot of logs and convert them into sawn lumber and sell them, that is the figure you have in your mind, \$3.50?—A. Yes, sir; \$3.50 to \$4. There are very few men who can do this for \$3.50, and I know of some that it costs more.

Q. Have you any mills of your own down there—your personal, private mills?—A. Yes, sir.

Q. Please state where your private mills are.—A. At Rock Island, Ill., and we have one at Davenport, Iowa.

Q. How many mills have you individually, yourself?—A. I have a partner, Mr. Denkmann.

Q. What is the name of that firm?—A. Weyerhauser & Denkmann.

Q. How many saw mills have you?—A. As Weyerhauser & Denkmann we have two, one in Rock Island and one in Davenport, Iowa, and we have two more at Rio Grande as the Rio Grande Lumber Company.

Q. Where do you sell the lumber that you saw?—A. I think our lumber goes to twelve or thirteen States and Territories.

Q. Where do you get it off your hands?—A. We are sending it to Denver and Cheyenne.

Q. Where does it cease to be your lumber?—A. We put it aboard of the cars mostly.

Q. What are the prices you are getting for sawed lumber at Davenport or Rock Island? Is there any difference between the prices at those two places?—A. No, sir.

Q. Have you a price list with you?—A. No, sir; I have not, and if I had it would not be of any use, as there are seventy different kinds of sawed lumber; we are making so many kinds. We are selling common lumber now for dimension lumber at \$12 or \$13; our lumber averages that.

Q. It averages \$12?—A. No, sir; I say our dimension lumber is selling for \$12. I think our lumber sells for between \$14 and \$15. The railroads have a good deal to do with the price of it.

Q. If there is a pool of railroads it costs more than where there is competition, does it not?—A. Yes, sir; of course it does.

Q. You have dimension lumber at Rock Island or Davenport at \$12?—A. Yes, sir.

Q. That is sawn to sizes?—A. Probably you would understand it better if I should call it "framing lumber."

Q. And your logs that you bought at \$7.50 at Court Oreille are giving you \$12 at Davenport?—A. I did not mean to say that; I say that our framing lumber is. We are selling lumber at from \$5 to \$40 a thousand.

Q. Now, I will ask you how much, I will say 1,000,000 feet of logs, that you paid for as 1,000,000 feet, banked on the Flambeau, would net you, how many thousand feet of sawn lumber, at Davenport?—A. I calculate I lose on those logs 10 to 15 per cent. When I buy 1,000,000 feet of logs I calculate to scale at the boom about 850,000 to 900,000.

Q. How do you lose between the bank and the boom so much as that?—A. I have been trying to find that out, but have never been able to do so yet.

Q. Now, we have 1,000,000 feet banked on the Flambeau. Where do you say you find the first shrinkage?—A. I calculate I get 85 to 90 per cent. of those logs; that is 850,000 to 900,000 feet.

Q. Where?—A. At the boom at Chippewa Falls, or wherever I scale them at.

Q. Do you mean to say that between those points the logs themselves are going to shrink that much?—A. Not in pieces. There is some loss in pieces, but the main loss is in the waste, in the decay. It takes us three years to get those logs. We get in the first year, on an average, 50 per cent.; in a dry season not that much.

Q. You speak of logs bought on the bank?—A. Yes, sir.

Q. Do you not run them all into the river right off?—A. Yes, sir.

Q. But they do not get down?—A. We have to take them many hundred miles to get them down, and they hang up on the rocks and sand-bars, and I calculate the first year we get about 50 per cent. of them.

Q. What becomes of the other half?—A. From the pool there, where we put them in, some seasons we find the roll-ways broken and they lay right there. The next year perhaps we get 15 to 20 per cent., and the balance will not come for a number of years; it takes three or four years to get them all.

Q. How many feet of sawed lumber at Davenport and Rock Island will you get from that 850,000 or 900,000 feet?—A. That depends on how I saw them. If I saw them with the rotaries, the scale gives us one-quarter of an inch for what we take out; in other words, when we run a saw through they allow us, for each time it is passed through, a quarter of an inch of timber. If I saw with a band saw they allow one-eighth of an inch, and with a circular saw they allow one-quarter of an inch.

Q. The measurement of the log only gives you the measurement of the square of the log?—A. Yes, sir.

Q. The outside slab is not reckoned; the measurement of the log is this square?—A. Yes, sir.

Q. So that all the loss you get in sawing, if you have a correct scale, is what the saw cuts out?—A. Yes, what I displace by making it into boards. Every time I run a saw through it, a circular saw, I take out fully one-quarter of an inch. With a band saw (as we are doing lately) or with gang-saws, I do not calculate to displace more than one-eighth of an inch, and then we have a little gain, and the log is measured on the small end there and is measured for merchantable lumber.

Q. You buy it up there, measure it for your self, and then sell it to the customer?—A. A man named Scrivener made a log scale a year ago, and that is what we buy it by.

Q. How much do you think your million feet has produced you in feet when you get it on the cars at Davenport?—A. That depends upon what it was sawed into. If I sawed into timber, I have a gain; if it was inch boards, not as much. It displaces as much every time I saw a board as if I leave six, eight, or ten boards together and bring it out in a piece of timber. Then, again, it depends on the thickness of the board. Some men saw boards seven-eighths of an inch thick and others an inch thick.

Q. I am asking you, as you do business, whether you make a calculation of how much a million feet of logs on the bank will give you on the cars or not?—A. I calculate to have them overrun, measuring all the short stuff and everything with it, 20 per cent. But I may lose 15 per cent. I calculate I have a gain there. I am talking of when I get it to the mill. I discount my logs, to commence with, from 10 to 15 per cent., and I calculate if the people run the mills right to have an overrun of 20 per cent. I calculate if I saw a log which gives 100 feet that I will have 120 feet.

Q. Then your logs do not shrink in getting into sawed lumber, but they swell?—A. Sometimes.

By Senator FAULKNER:

Q. You would have 120 feet, as I understand you, from a log estimated at 100 feet?—A. I am talking about them at the mill.

Q. And that is after taking off 100,000 feet from every million feet for logs that do not come down?—A. I am taking 150,000 feet out of every million.

By the CHAIRMAN:

Q. But you calculate that you will make it again in the sawing?—A. That depends on the way it is sawed.

Q. And success in that business depends on this calculation?—A. If I saw with band and gang saws and not with rotaries I have a gain, and with rotaries I have not anything more than I lose. We are throwing them out as fast as we can.

Q. I will ask you to state some purchases of logs which you have made during the last two or three years outside of the reservations?—A. Our logs cost us last year considerable. The pool logs cost \$7.78, or thereabouts; an average of all the logs we bought, or something less than \$8, driving and all. That was the season of 1886-'87, delivered into the boom.

Q. Do you remember the cost of logs in any previous year?—A. I think they were less, right along.

Q. Do you call that a high rate last year?—A. I think it was about as high as any year.

Q. Have you made up your statement for the pool this year?—A. No, sir; I have not.

Q. Do you think it will be higher or lower?—A. I think it will be higher; I think our logs will have cost more.

Q. State some specific purchases you have made?—A. The last lot I bought I paid \$5 for them as logs.

Q. Where did you buy them?—A. On Flambeau; I do not mean Indian logs.

Q. What logs are there except Indian logs on Flambeau?—A. On the Flambeau River, I mean. The last time I bought I paid \$5 for them, and they were not the best logs; they were inferior logs.

Q. Of whom did you buy them?—A. Of Henry Davis, who used to be mayor of Eau Claire. I think I paid him \$5, but I may be mistaken.

Q. Where did you buy them?—A. As they were banked.

Q. Have you bought any great quantity of logs from any railroad companies who have obtained timber on their land grants?—A. I never have bought logs; I have bought lots of timber land of them.

Q. When you buy timber land you reckon the value of the land with the timber on it as the value of the timber and figure on it as so much a thousand?—A. Yes, sir.

Q. So that for practical purposes you are buying logs?—A. Well, there is some valuable timber; oak and hemlock on it also.

Q. What is the pine land worth after the pine timber is cut off?—A. This is an average now that I am about to state. While some is selling as high as \$5, I should say cut land would average about \$1.25, although we are selling some at \$5, depending on the location.

Q. What purchases have you made of any railroad companies within the last two or three years?—A. It is hard to state that. We are buying about as much as we cut. We bought of the Omaha people considerable timber.

Q. Name the railroad companies of whom you have bought?—A. We have bought of the Omaha Railroad largely, and we have bought of Senator Sawyer largely.

Q. When and how much did you buy and what prices did you pay?—A. The last we did not buy of Senator Sawyer. We bought something like seven or eight townships.

Q. What did you pay for it?—A. We figured that it would cost us from \$2 to \$2.50.

Q. When did you buy it?—A. We closed that up about two years ago.

Q. Have you logged on those lands?—A. Very little, if any.

Q. Where are they situated?—A. They are situated on the St. Croix waters and on what we call Black River; some of it tributary one way and some the other.

Q. In the purchase you made, did you bind yourselves to transport the logs by rail?—A. Not in this deal; no, sir.

Q. Have you ever made purchases in that way?—A. Yes, sir; we have.

Q. Why did you not in this case; because there was no other way to transport it?—A. We thought we had saw-mills enough, and that was the main reason. Some comes out on the St. Croix and goes down the Mississippi and some on the Superior and goes by lake.

Q. So that in this large contract with the Omaha road you did not bind yourself in any way?—A. No, sir; as we call it, there is no "manufacturing clause" in it. We have not agreed to manufacture it and ship it over the road.

Q. How did you make payments for this \$2 or \$2.50?—A. I could not say. I should say we paid so much down, and so much every six months, with interest at 6 per cent., the total to be paid in four or five years.

Q. You have spoken of having purchased, near the Flambeau, land with 18,000,000 feet of timber on it for \$27,000, and also 8,000,000 feet for \$17,000, making in the one case about \$1.50 and in the other a little over \$2 per thousand. Of whom did you make that purchase?—A. The trade was closed by me there with two brothers named Mills; Dave Mills and his brother.

Q. How much timber do you know there was on the \$27,000 and the \$17,000 tract?—A. I sent an estimator up there.

Q. How did he get at it?—A. I have generally three men who go along; one takes the compass, the other walks along, and the other is a helper.

Q. And if they go through on the lines they think they know how much timber there is within those lines?—A. Yes, sir.

Q. Then do they go through again a certain distance off from the first line?—A. Yes, sir.

Q. And then they go again over another line, take the compass and cross the line again and guess at the timber as they run along?—A. Yes, sir.

Q. Have you not a large margin on that \$27,000 and \$17,000 purchase? Do you not think there are 20,000,000 feet on the \$27,000 piece?—A. I could not say. There was a time when we used to figure that way, but the boys have instructions now to see it all. No, sir; I do not think we have left too large a margin.

Q. What would you sell that lumber off the \$27,000 tract for?—A. It is the same in regard to that as with pine logs, we never sell.

Q. You never intend to make a price on that?—A. No, sir; hardly ever.

Q. Do you not think there is a great deal more than 18,000,000 feet and 8,000,000 feet of pine timber in those lots?—A. No, sir; I do not think so; I expect that is about as near as a man could guess. They hardly ever vary more than 10 per cent.

Q. In making a price on timber land you buy in that way. Do you or not intend to have a pretty large margin to cover any contingencies?—A. No, sir; we do not expect it will cut much more than we estimate.

Q. What are the risks attendant upon such a purchase which make the difference in price between the logs on the stump, when you buy the land with trees on it, and the logs on the bank of the river; what are the contingencies; how about fires?—A. That depends on the country; whether or not there has been a great deal of logging done there. In this country it is pretty well up. The reservation is close by or beyond there; there has not been any logging hardly done there. That has not been opened out like other places, this Indian country. I do not figure greatly on the risk, although there is a slight risk. Sometimes we have a blow-down of a quarter section.

Q. You do not think there is a great deal of risks from windfalls and fires?—A. No, sir; not as long as it stands there we do not think we lose much on it; we calculate that the growth of it makes that up.

Q. In any of these cases where you have bought logs and given the

prices, have you made any advances to the contractors from whom you have bought?

The WITNESS. Do you mean saw-logs now?

The CHAIRMAN. I mean from the men named on the list you gave?

A. Yes; we have made them lots of advances. We paid Dobie & Stratton close to \$80,000, \$90,000, or \$100,000 before we had any logs in.

Q. And you take that into account in making your price?—A. We figure it in this way: where a man gets an advance early in the spring we put him off as much as we can in the fall, otherwise we make it a matter of interest.

Q. In making the price you take into account the fact whether you have to make advances?—A. Not if a party is responsible for his interest. If the party is not responsible we do.

Q. You take the risk into account?—A. Yes, sir; we do.

Q. In the purchases which you have made of these people from these Chippewa reservations, and from others not on the Indian reservations, have you been in the habit of making advances to them; is that or not the rule?—A. As I stated in the beginning, we pay \$1.25 as a general thing when the logs are unloaded from the sleigh. We even advance money and take the length of time for security, but generally make our payment, \$1.25, as the man banks the logs. In other words, what he banks in December we pay him for in January at \$1.25, and what he banks in January we pay him for in February at \$1.25 per thousand.

Q. In what cases do you make advances before banking the logs?—A. If a man needs the money, or makes large preparations and gets his supplies, we consider him all right and we let him have the money.

Q. In what cases have you done it to the parties on this list? Look at the list and see.—A. We furnished England, Thomas & Clark money right along last summer before they put any logs up. We did the same thing with Dobie & Stratton; the Valley Lumber Company, they supplied themselves. We had no money to furnish them, but we paid them as the logs came in so much.

Q. Do you make those contracts personally with those loggers?—A. The boys make them; I make them out for them.

Q. You give personal attention to them, do you not?—A. I give them my personal attention as much as I can.

The CHAIRMAN. The familiarity you show with them indicates that you supervise the making of the contracts.

The WITNESS. Yes; I calculate to be the responsible party for those contracts.

Q. Does your company furnish any provisions to these logging camps?—A. No, sir; it is all cash.

Q. You have been asked your opinion as to the best method of dealing with the logs belonging to these Indians. Would or not stumpage on logs be worth more if the contractors were bound to clear off all the pine timber than it would if they have the privilege of taking what they choose and leaving what they choose?

The WITNESS. Do you mean would the logs be worth more?

The CHAIRMAN. I mean the stumpage.

The WITNESS. The stumpage would be worth more if they would take what suited them and take the best out of it.

Q. Then it would make a great difference in the price you would pay if you were in there buying logs of those Indians as these contractors did, and guaranteed them stumpage—it would make a difference whether you could take as much as you liked and pay so much a thousand or

whether you were obliged to take it all?—A. Yes, sir; it would make a great deal of difference.

Q. How much difference per thousand would it make to you if you were clearing an "80," whether you took it all or were allowed to take what you pleased and leave the rest; how much difference per thousand?—A. That is what we call surface clearing, taking the body of logs out of it. It would be much better. We mostly take logs on a scale of 40 per cent.; anything that does not scale 40 per cent. merchantable timber we do not take. Sometimes we make it as low as 35 per cent., the amount of merchantable timber.

Q. What is the size of merchantable timber and what is the size of unmerchantable timber?—A. I am speaking of the quality of it. Merchantable lumber has to be 12 feet (or 10 feet in Chicago), and the quality has to be good merchantable lumber.

Q. You have given the fair prices of stumpage on these Indian allotments or have expressed your opinion about it; I think you said from \$2 to \$3?—A. I said from \$1.25 to \$3, and there may be some choice tracts where they value it at \$3.50 to \$4, choice lots. But I want to explain this. A great deal of this last year's cuttings was from land which had been cut over before. I went over it and there were considerable logs which were of second choppings. On almost all our land there has been something logged off.

Q. What are "second choppings"?—A. As I have said, where a man has logged one year, and taken out some and left some, that I would call second choppings—what was not taken the first time.

Q. What is the fair stumpage rate for second choppings?—A. That depends on the amount left to the acre. In regard to a great deal of it it would not pay a man to go near it; there would not be enough of it.

Q. But you gave an opinion as to what fair stumpage prices were on these Indian allotments. Now I want to know what your opinion is as to a fair price for second choppings on the Flambeau?—A. I would say from \$1 to \$1.50, and some would bring more.

Q. What is a fair stumpage price of the first year's choppings of these small lots of land?—A. From \$2 to \$2.50 or \$3. The location would have a good deal to do with it and the cost of hauling.

Q. I want to know what you would say would be the average stumpage price of lots, the first chopping of lots, like those which you have described, where these second choppings might be made; it would be higher than if the lots had been cut clean?—A. Certainly.

Q. How much would it be worth?—A. That depends on how much they left.

Q. You have described how much they left. I want you to take a case in your mind and tell us the difference.—A. I would pay for first choppings from \$2 to \$3, and I would not pay more than \$1.25 to \$2 for second choppings. It depends on how much a man cuts first. If I get a contract I bind him down to 10 or 12 inches at the top, and a log which does not measure 10 inches at the top I do not want. A log that will measure 40 per cent. merchantable timber is worth scaling as lumber, or where you would not have to discount over 60 per cent. If the discount was over that I would not take it, but if I could find 40 per cent. of merchantable lumber I would take it. If a man goes and runs over a lot of timber and takes out but little the first time, the second choppings are pretty good, but otherwise it reduces the price considerably.

Q. What difference is it going to make in the cost of the lumber? You have given me substantially your opinion as to the value of the

first and second choppings on lots on which the second choppings may be what you have described. Now, I will ask you the question: On the Flambeau Reservation, on the "eighties" of the Indians, how high would you be willing to pay stumpage if you could go into a well timbered "80" and take as much as you liked and leave the rest?—A. If it was a good grove of timber I would pay \$4 or \$5 for the privilege of going in in that way. But I should want to see it first.

Q. I understand there is not one 80-acre allotment on which the timber is worth exactly the same as on another 80.—A. No, sir.

Q. What is the highest price which has been paid this year for logs on the bank, to your knowledge, in all your operations?

The WITNESS. Do you mean the average now?

The CHAIRMAN. No; I am asking you what is the highest price that you know was paid this year for logs on the bank?

The WITNESS. I want to explain this. We make a great many contracts where we assort or grade the logs. We make a grade of No. 1 and a grade of No. 2 logs, and probably another class, and you want me to average here the No. 2 and No. 1 together?

The CHAIRMAN. No; I want you to go in your mind to a specific purchase that you have made, if you can, and tell me what is the highest price you paid for regularly-banked logs.

The WITNESS. I think I paid for one lot as high as \$10.50.

Q. Describe that lot, where they were, and of whom you bought them.—A. They were on Jump River; I bought them of Mr. Edward Rutledge, and I think I paid him \$10.50. They were large logs, taking only two and a half to a thousand, and they were this soft pine. I do not mean that all of them would run two and a half to the thousand, for there were different lots of them.

Q. About how many?—A. From 7,000,000 to 8,000,000; perhaps close to 10,000,000.

Q. What will those logs be worth at Beef Slough?

The WITNESS. If you will ask me what they cost me there I can tell you.

The CHAIRMAN. But I want to know what those logs would be worth a thousand when you get them down to Beef Slough.

The WITNESS. They ought to be worth \$12 or \$13.

Q. What are the logs that you paid \$8.35 for on the Flambeau worth at Beef Slough?—A. They ought to be worth \$10 or \$10.50.

Q. How are you figuring that increase; simply at the cost of what you estimate on running them down?—A. I am figuring on that 10 or 15 per cent. loss in quantity.

Q. That is, if you had a million logs that cost \$8.35 at Flambeau, you would figure to see what was left of that million and how much it would bring you in Beef Slough?—A. Yes, sir; that discount.

Q. I want you to state which would be most advantageous to the Indian, to clean his timber all off his land or to clean off three-quarters and leave one-quarter of it?—A. It would be the most advantageous to clean it all off.

Q. That would depend very much on what policy was being pursued in reference to the Indians, would it not?—A. In my business I look upon the Indian as a man simply who has a lot of pine land to dispose of.

Q. If the Indian was going to make a home on the 80 acres allotted to him do you think it would be best for him to cut off all the timber?—A. Yes, sir.

Q. You would not leave any timber there?—A. No, sir; because of the price of the timber he wants at the saw-mill.

Q. And you would not leave any pine trees?—A. No, sir; because they burn up or blow down.

Q. Then even if the policy was to make these Indians live on their allotments, still you think it would be best to cut off all the pine timber?—A. Well, we do it in making clearings where we put men on a farm.

Q. You think the plans of the Indian Office, requiring, as they do, that three-fourths of the pine timber shall be cut off and the other one quarter left intact, a foolish regulation?—A. I think it would be a loss.

Q. And you think it would be foolish even if the Indians were to remain on the land?—A. Yes; because I think it would blow down or burn down, and after it had burned down the worms would get into it.

Q. So that in any event if an Indian is to make his home there you think it all ought to be cut off?—A. Yes, sir.

Q. You think it would be more advantageous to the Indian to have it cleared than to have the money secured for the timber?—A. Yes, sir.

Q. And you form that opinion without reference to whether the Indian takes care of the money or not?—A. Anything would be better. If a white man cuts it he would get something for his timber; but if it blows down it is half lost, or if it is destroyed by fire it is all lost.

Q. If an Indian does not take care of his money, though, he is no better off, is he?—A. No, sir.

Q. These logs that you have spoken of, these \$8.35 logs, which were bought of Sherman and driven out of Bear Creek, at \$8.35, averaged in size 4.86. What were those logs worth on the stump; or what was the stumpage of those logs worth?—A. I could not tell you that; I do not know how Sherman's timber was located.

Q. If you were making an estimate of that how much would you deduct as the cost of banking; the average price, \$3?—A. No; it would take \$4, at least.

Q. Why would you deduct \$4?—A. It costs a good deal to log. I compare it with logging we do ourselves. We put in considerable timber.

Q. Do you mean it costs you an average of \$4 to bank timber?—A. Yes, sir; it cost us fully that, I think, last winter.

Q. Do you not know that the average cost of banking timber on the Flambeau is not over \$3?—A. I do not know much about that.

Q. Will you say that it is not done by these contractors for \$3?—A. I say the average cost of logging on the Chippewa is more than \$3.

Q. Then you wish to make the statement that you do not think the stumpage on those logs was worth more than \$4.35?—A. Sherman (as marked on that list) had to drive these logs and had to spend something like 75 cents to get those logs from the bank out into the main river. I think it cost him 40 cents to bring them from one place and 35 cents from another place.

Q. What will you then state you believe to be the value of stumpage of those logs to the Indians if they were Indian logs?—A. That would make the stumpage about \$3.

Q. You still make it about \$3?—A. I would that lot.

Q. How long is it since you have been on the Flambeau Reservation; when were you there last?—A. I was there last winter.

Q. How much did you look it over?—A. I spent three days up there and went over it.

Q. Did you go all over the reservation?—A. No, sir; not in three days.

Q. How much pine timber is there, in your judgment, on that reservation now?—A. I could not tell you. Captain Henry could tell you better than I; I could only give you hearsay.

Q. Have you not seen enough of the reservation to be able to form some judgment as to how much timber is left on it?—A. No, sir. When I go up there I follow the roads mostly. We did not go through all the timber much last winter. I heard it estimated in different ways.

Q. Will you look at page 166 of the printed record of the testimony taken before this committee, where there are lists of timber contracts on the Flambeau Reservation made with A. M. Sherman and Joseph Allen for the years 1887-'88, and see if you notice that in the case of all the contracts (forty-two with Sherman and twelve with Allen) the quantity of timber is 50,000 feet in each case and the price \$5 per 1,000 feet in each case [handing the record referred to to the witness]?—A. That is what this book says.

Q. Now run your eye down the list of the Indians named there.—A. I have done so.

Q. I will now ask you whether there was in your opinion just 50,000 feet of timber on each one of those allotments, and whether it was worth at bank just \$5 in each case to bank?—A. I would say it was worth more than \$5.

Q. Is it possible that the timber in each case banked from each lot was worth the same sum?—A. No, sir.

Q. Must it not have varied in value?—A. Yes, sir.

Q. It is not possible that that list of figures represents the quantity, or that that list of prices represents the real prices of that timber as banked, is it?—A. I would say not; if it does, it is something I never saw before.

Q. You never buy timber in that way?—A. No, sir. By that I mean that I never have made as many contracts with the understanding that there was 50,000 feet on each "eighty" and all alike of the same value.

Q. Without referring to the quantity (which may be merely an estimate meant to represent what actually came off of it), and referring only to the prices, it is hardly possible, is it, that the timber could have been all of the same quality so that it was worth exactly the same price at the bank?—A. No, sir; it is not.

By Senator FAULKNER:

Q. You are aware, I suppose, that those prices do not represent the actual contracts with the Indians, are you not?—A. I would say not, but still I do not know.

Q. Those are prices for timber banked where you know there is a guaranty for so much stumpage?—A. Yes; where there is a guaranty, I think, for \$2, but that is hearsay.

Q. And that is not shown on the face of that list of contracts at all. Can you tell whether the contracts represented there were of first or second cuttings?—A. I could not tell; no, sir.

Q. You never have bought any logs, have you, from the Flambeau or Court Oreille Reservation similar in quality and value to those which you gave \$10.50 a thousand for?—A. No, sir; it is a different growth of timber.

Q. Therefore the price as to those logs can give no indication to the committee as to the value of the timber from either of those reservations?—A. No, sir; that was a choice lot of timber; those logs were much larger, and were of white, soft pine.

Q. As I understood you in your examination-in-chief (so as not to confuse your evidence), the highest actual purchase of logs that you made that were cut from either of those reservations was from the Flambeau Reservation at \$8.35?—A. Yes, sir.

Q. And that was an actual purchase in money?—A. Yes, sir.

Q. I understand, further, that those parties to whom you made advances of money before the logs were delivered paid you interest during the time they held the money on an advance?—A. Yes, sir.

Q. And in other cases you paid as indicated in your examination-in-chief and cross-examination?—A. Yes, sir.

Q. The chairman has inquired into the matter of the two tracts of timber that you bought adjacent to and near the Flambeau Reservation. As I understand, the estimators that you send through there are skilled men in estimating, and there is only a difference generally of 10 per cent.?—A. I expect my men will get within 10 per cent. of what is there. Once in a while they will fall short, but I think if they come as near as that they have done right.

Q. The seller has the same means of making that estimate that you have, has he not?—A. I think so; there is nothing to hinder him.

Q. And as he sells by the thousand feet, he has his estimators as well as you?—A. If he understands his business he has. I do not claim that our dealings with these men were by the thousand. My men went up through there, estimated this timber and reported so much, 18,000,000 on one and 8,000,000 on the other, and I bought it of those parties, paying for one \$27,000 and for the other \$7,000. How the seller estimated what he had on there I do not know, but he certainly ought to know what he had there.

Q. You assume that the seller knew what he was doing when he sold?—A. Yes, sir.

Q. He was not *non compos*, was he?—A. I suppose not. I bought this of middle-men, besides the mills.

Q. It therefore had been sold by the original owner to the mills of whom you bought it?—A. Yes, and they certainly made something off of it. I sent in my estimators and they estimated it at 18,000,000 and 8,000,000.

Q. Although you are a buyer of logs yet in that same market you have competition, have you not?—A. Yes, sir; we have.

Q. And therefore the purchase of these logs fixed the market price of them at that point?—A. Yes, sir.

Q. And the fact that your mind leans to getting them as cheaply as you can does not affect the market value of them, does it?—A. I would say not. It does not prevent others paying more for them if they see fit to do so.

Q. The price that you gave Sherman of \$8.35 for the logs delivered to you, after having been driven at a cost of 70 cents— A. I think it was 70 cents; that I get from hearsay; Captain Henry can tell you about that. It costs 40 cents to bring them from the lakes and 35 cents besides.

Q. Then Sherman realized on these logs \$7.65?—A. After paying for the driving out of it; that is the way I understand it.

By the CHAIRMAN:

Q. Who competes with you in buying logs on Chippewa waters?—A. Mr. John Paul, of La Crosse; Mr. Coleman, of La Crosse; George W. Cable, Mr. Phelps, of Iowa; Chris Miller, of Davenport; Mr. Davidson, John Robinson, and others.

Q. They are all free and unobstructed buyers on Chippewa waters, who are not members of your pool?—A. Yes, sir; they are not members of the pool, and there are others besides those.

Q. Name some other of the highest prices you have paid this winter for logs on bank, or not banked, that you can think of?—A. The very highest I can think of is \$10.50. Our logs run from \$5 to that price. I think the average on that 440,000,000 or 450,000,000 feet will be about \$8.25. I have not got the figures exactly, but that is as near as I can run it up.

Q. Then the largest part of your purchases would be about \$8?—A. I am giving you the average of the whole thing; that includes the whole business.

Q. And you give the average at \$8.25?—A. I think I figured it the other day at \$8.29, but I will call it \$8.25.

The CHAIRMAN. I think we are through with you, Mr. Weyerhauser.

TESTIMONY OF EDWARD RUTLEDGE.

EDWARD RUTLEDGE, having been duly sworn, was interrogated as follows:

By Senator FAULKNER:

Q. Please state your age, residence, and occupation.—A. I am fifty-four years of age; reside at Chippewa Falls, Wis.; and have followed lumbering the most of my time. I have put in saw-logs and sawed them. I have been operating in company with Mr. Weyerhauser for twenty years.

Q. Are you acquainted with either one of these reservations which have been referred to in the testimony, and if so, state with which you are so familiar?—A. I am familiar with neither of them. I do not know anything about either of them; not a thing.

By the CHAIRMAN:

Q. You never have been on them?—A. I think I passed over Flambeau last winter on a sleigh, but I did not examine any of the timber. I was not interested in it, and do not know anything about it, either on the Flambeau or Court Oreille Reservation.

By Senator FAULKNER:

Q. Have you made any contracts for timber in that section of the country?—A. No, sir.

Q. Do you know anything with reference to the prices of timber or logs?—A. Only that they are just as Mr. Weyerhauser has stated. He has been in my company, and I could not do otherwise than corroborate his statements, because he has been the purchaser. He has bought all the logs that have been bought. These logs that he has spoken about to you, that were sold for \$10.50, we owned together, and he gave me for my interest in those logs \$10.50; these Jump River logs that he explained about to the chairman.

By the CHAIRMAN:

Q. You bought them in company with him?—A. We had them together; we had them logged together and own the timber.

By Senator FAULKNER:

Q. Where have you done driving or had any connection with it personally?—A. On the Chippewa River or on the Flambeau, below the

Wisconsin Central Railroad; that is as high up as I have done any logging myself. Our firm name is Weyerhaeuser, Denkmann & Rutledge.

Q. You know nothing about the price of lumber on the bank at the Flambeau Reservation?—A. Only what I have heard stated.

Q. And from what has come under your observation as a member of the firm?—A. Yes, sir. I know what logs we had put in on Pike Lake not a great ways from Flambeau Reservation; we had 4,000,000 put in there of our own timber.

Q. Do you know what the value of stumpage was at that point?—A. That was a very good lot of timber; I should say it was worth \$2.50 to \$3.

Q. What were the facilities there as compared with those on the Flambeau Reservation for getting that timber into the stream?—A. I think it was better on the average, and we could handle it easier in getting it to the stream. It was a more compact body, all in one section.

Q. Did you have any other timber except that which you speak of in that section of the country?—A. Yes, sir; we own a good deal of timber up there yet, timber that we bought from the railroad company.

Q. From what railroad company?—A. The Wisconsin Central.

Q. What did you give the Wisconsin Central Railroad Company for it?—A. We gave them \$1.50 and \$2 exactly. We bought that timber in 1881 and 1882, to the best of my knowledge.

Q. How far was that timber which you bought at that time from this reservation?—A. A part of that timber was very close to the reservation, within a short distance, I could not exactly say how far, but not far.

Q. Was that an original growth of timber, not cut over in any way, that you bought of the Wisconsin Central Railroad Company?—A. There never had been an ax cut into the pine timber, to my knowledge, until we cut it; we were the first parties to go in.

Q. As I understand, you bought that timber in 1881 or 1882?—A. Yes, sir.

Q. Would there be any difference in the price if you had bought it in, say, 1886, 1887, or 1888?—A. Perhaps there would be some difference; yes, sir.

Q. What would be the difference if you had bought it, say, last year?—A. I would say there would be from 50 cents to \$1 difference if bought in 1888.

Q. The railroad from which you bought this timber, I suppose, ran through it?—A. No, sir.

Q. It did not?—A. No, sir.

Q. How far did it go from it?—A. It was within the 20-mile limits; it was not more than 12, 14, or 16 miles from it by a straight line or road.

Q. Would you have to take that timber by rail or water to market?—A. We had the privilege of doing either, as we chose, but of course we took it by water because there was no railroad near enough to put it on.

Q. Through what streams did you take it?—A. Through Pike Lake and then through the South Fork of the Flambeau into the Chippewa.

Q. Was that farther from market than that on the Flambeau Reservation?—A. No, sir; not so far.

Q. As an expert, are you familiar with what is the general loss or

percentage of loss in the driving of lumber to market?—A. No more than Mr. Weyerhauser has just stated to you.

Q. But I want you to state of your own knowledge.—A. I could not state anything different from that.

Q. But can you state that from your own knowledge?—A. Yes, I think that a fair percentage that he stated to the committee.

Q. What was that?—A. From 10 to 15 per cent. between the bank and where they are scaled up.

Q. During the last year, or for a year or two before that, have you bought many logs?—A. No, sir; I have been a logger. I would buy a small lot of a million or such a matter, but I have always been a seller; I have always turned my attention to the firm.

Q. Then I understand you have been a seller of logs?—A. Yes, sir.

Q. And Mr. Weyerhauser has been a buyer of logs?—A. Yes, sir.

Q. So that we have both sides of the house here?—A. Yes, sir.

Q. You say you are a logger?—A. Yes, sir; that is what I am doing.

Q. Do you make contracts to cut timber or do you own the timber that you cut?—A. We own the timber generally.

Q. For what price do you sell average logs from land near, or adjacent to, or on the Flambeau River, if you have any?

(The chairman objected to the question on the ground that the witness's usual course of business should first be shown.)

Senator Faulkner declined to ask such preliminary questions upon the ground that he felt no interest in the answers to such questions.

The chairman stated that his precise ground of objection to the question was that Senator Faulkner had not laid sufficient foundation for putting in a statement of the witness giving prices at which he had sold logs; that such a foundation had not been laid by the prior questions and answers upon the record.

Senator Faulkner asked the chairman what questions he would suggest as laying such a foundation.

The chairman replied: To show the nature of his business in the selling of logs, the extent and character of his sales, where made, and to what class of purchasers, but not necessarily the name of the purchasers.

Senator Faulkner stated that all those questions are embraced in the questions which he asked the witness and to which the chairman objected; that every question suggested as a proper foundation was embraced in the questions he asked except the names.)

The CHAIRMAN (to Senator Faulkner). Do you decline to go on further with the witness?

Senator FAULKNER. I decline to go on until the committee requires me to do so.

The CHAIRMAN. Then I will direct the witness to leave the stand if you decline to ask him any more questions. We differ as to whether you can ask him the prices at which he is now selling logs, and there is no other member of the committee present to settle the difference between us. Of course you can ask the witness any other question you desire.

By Senator FAULKNER :

Q. How many sales of logs have you made on Flambeau in the last twelve months?—A. I think one; this 4,000,000 that I spoke of, or about that; I could not state the exact amount, but somewhere in that neighborhood.

By the CHAIRMAN:

Q. You mean logs from the Flambeau?—A. Yes, sir; off the Flambeau.

By Senator FAULKNER:

Q. At what point on the Flambeau did you sell those?—A. I think they were delivered at the foot of the Pike Lake Dam; that is where the Chippewa Logging Company takes the drive.

Q. How far is that below the Flambeau Reservation?—A. I am not posted on that matter, and could not tell you exactly; Captain Henry could answer that question.

Captain HENRY. Pike Lake Dam is below the Flambeau Reservation by the river, about 10 miles from the west line of the reservation.

The WITNESS. I think it is about 10 miles.

Q. How many sales have you made within the last twenty-four months?—A. I probably have sold 12,000,000 to 13,000,000 logs that I was interested in in the last twenty-four months.

Q. Were those logs sold on the Flambeau River?—A. No, sir; very few of them.

Q. Where were they sold?—A. Some on the Jump River, some on the East Fork of the Chippewa, some on the main Chippewa, and a few down on the main Flambeau, and on the forks of the Flambeau River, way down.

Q. How far were the majority of those sales from the Flambeau Reservation?—A. I could hardly state clearly, but it was quite a good ways, the most of them.

Q. Was the character of the timber that you sold during the last twenty-four months similar to that on the Flambeau Reservation?—A. That I could not tell you; I never saw that timber.

Q. You have seen the logs from it?—A. I never looked at them to know anything about them. You have to see them to form an opinion. It is the same as if you saw a team going by; if you did not look at it you could not tell the value of it. I never examined the logs, because I was not interested in them. I had plenty of my own matters to attend to and never noticed them.

Q. At what price did you sell that 4,000,000 feet?—A. I think the average was \$3.50 below Pike Lake Dam, where the parties delivered them.

Q. What did it cost to log and drive them from the bank down to the point where you sold them?—A. I think it was about \$4 or \$4.20. Do you mean the logging and driving? Do you mean the expense of delivering the logs from the tree to this point where the Chippewa Logging Company takes the drive; is that what you mean?

Senator FAULKNER. I did not mean that when I asked the question, but you can aggregate it if you want to. I mean first the expense of driving them from the bank to the point of sale.

The WITNESS. Captain Henry had a schedule of the prices; I think it was 40 to 60 cents. [To Captain Henry.] What would it be worth to drive ours; 50 cents?

Captain HENRY. Yes.

Senator FAULKNER. Then you say it is 50 cents?

The WITNESS. That is what Captain Henry says; he is one of the gentlemen who helps to make the price.

Q. Did you cut those logs yourselves?—A. We had them put in by the thousand. They were logged by a jobber, a man who puts in logs every winter; that is his occupation.

Q. What did you pay for having them put in?—A. I think we paid \$3.78.

Q. As I understand you to state, there you sold them for \$8.50?—A. Yes, sir; to the best of my knowledge.

Q. And the cost of driving was 50 cents and the cost per thousand delivered on the bank—A. No; I was going to give you that on the start, but you said you wanted it in items, so that we changed our statement.

Senator FAULKNER. Very well.

The WITNESS. The total cost was about \$3.78 delivered at this point; that is the cost of banking, driving, and the whole apparatus.

Q. Then, according to that, your stumpage was worth \$4.72?—A. I never figured it out, but that was about what the expense was, and that is about what we get for our logs. But that was a very fine lot of timber; it was a good deal better than the average timber in that country; a great deal better. The gentleman who took that contract put in some 30,000,000, which we had there in a body together, which made a difference in the cost of logging. If he had stepped out this spring we could not have logged for the old figures.

Q. How far was that timber cut from the stream in which it was put?—A. It was cut from the bank back half a mile. The stream ran through the section. We cut section 21, and I think the stream angled right around through this section. Some might have been a little further off, but on the average I would say it was not outside of half a mile to bank it and put it on the stream.

Q. Was that all in a body?—A. It laid all on one section; that 640 acres.

Q. How long will he be in putting that in?—A. I could not tell you that. It will depend a great deal on the winters how much he will put in each winter, but he will probably put it in in four or five years. He was to put in 7,000,000 last winter, but it was an unfavorable winter and he only put in 4,000,000. I think the gentleman who logged our timber did not make any money last winter on his job; I think so, at least.

Q. Just explain, in one answer, how it comes that that timber at that point was worth in stumpage \$4.72?—A. Of course it was a good quality of timber, because we got \$8.50 for our logs, which show that it would be a better quality of timber than we generally get there. Another reason was that they were sure to get the logs the first year, because the stream was pretty well improved and there was almost a certainty of getting those logs out the first year.

Q. Who put the improvements there?—A. The Chippewa Logging Company put the improvements there, the most of them, and the man who logged for us, Mr. Herrick, put in a little dam for us on Squaw Creek.

Q. Where was the next sale that you made; as near the Flambeau Reservation as any you sold?—A. We made another sale of this lot of logs that Mr. Weyerhauser spoke of at \$7.50. That was about all we had last winter. We had some put in by Mr. Flanders also, but only 300,000 or 400,000, I think; I do not remember. There might have been 600,000 of ours put in by Mr. Flanders. They were 4 miles below this Pike Lake Dam.

Q. Was there any additional cost in taking them down below that dam?—A. I do not think there was. They space it off in distances on the river. It has to go to a certain point before they raise the price; some distance, you know.

Q. What did you get for those?—A. That I do not remember. Mr. Weyerhauser could probably tell you.

Mr. WEYERHAUSER. From \$7.25 to \$7.50.

The WITNESS. Well, say \$7.25.

Q. What other lot of logs did you make sale of?—A. Those on the Jump River I was interested in.

Senator FAULKNER. We have had that.

The WITNESS. We had another small lot on Pike Lake.

Q. How far is Pike Lake from Flambeau?—A. It is the headwaters of the Flambeau River. It is about 12 miles from the reservation. A man named Dyrenput put those in.

Q. Did you buy from him?—A. No, sir; it was our timber.

Q. Where did you sell those?—A. We sold those delivered at Pike Lake dam.

Q. What did you get for those?—A. I do not remember what we did get for them; probably in the neighborhood of \$8.75 or perhaps \$9.00. I would say, however, \$8.75.

Q. What was the peculiarity about the quality of those logs?—A. They were a large lot of logs; they only took about three logs to a thousand.

By the CHAIRMAN:

Q. It was three-log timber?—A. Yes, sir.

Q. Which is very fine timber?—A. Yes, sir; very fine timber. I was selling those logs on the bank and had not paid much attention to the driving.

Senator FAULKNER. I do not know of anything else I have to ask you.

The CHAIRMAN. You spoke of some purchases you made of pine timber land of the Wisconsin Central Railroad, did you not.

The WITNESS. Yes, sir.

The CHAIRMAN. Will you repeat the quantity that you bought from the Wisconsin Central road?

The WITNESS. Do you mean at any one point?

The CHAIRMAN. I mean the number of acres of land.

The WITNESS. I did not buy the land, only the pine.

Q. State the number of acres that you bought stumpage on?—A. I could not tell you that without looking at the plats. They simply sell so much timber without enumerating it. They estimate it and say we will sell you that much for so much a thousand, and there are so many millions in it.

Q. And you pay for what you take off?—A. No, sir; we pay for their estimate on a certain tract of land.

Q. Then it is equivalent to buying stumpage on certain lots of land?—A. Yes, sir.

Q. How large a purchase was that?—A. I think there was about 40,000,000 in that purchase.

Q. And how much of it have you already taken off?—A. That I could not tell you without looking up the scale.

Q. You say this was seven years ago?—A. Yes, sir; it was in 1881.

Q. And have you been logging on it for these seven years?—A. Yes, sir; we have cut some on it every winter.

Q. There was about 40,000,000 that you purchased?—A. Yes, sir; I think so.

Q. Have you cut off half of it?—A. No, sir; I think not yet.

Q. Was that all in one tract?—A. It was all adjacent; yes, sir. It laid along in different townships and mostly on one stream.

Q. How are you getting it off, by contract?—A. Yes, sir; all by contract.

Q. Where are you hauling it?—A. Into Flambeau.

Q. What are you paying for logging that?—A. From \$3.75 to \$4.13.

Q. What is the average of your contracts?—A. I would say the average would not be far from \$4.

Q. What are the distances hauled?—A. It is from the bank back to 3 miles.

Q. Not over 3 miles?—A. Not much of it; some of it might be. That would be a broad question to confine it to 20 or 50 rods.

Q. I want your best judgment on the average distance.—A. I would say from the bank back about 3 miles.

Q. How many contracts have you had for logging on that tract?—A. Two different tracts.

Q. Don't you remember the price of each?—A. Yes, sir.

Q. State the price of each.—A. The largest contract was \$4.13; that was the first contract.

Q. And the price of the second was what?—A. The second was \$3.78.

Q. Why was there that difference in price, can you tell?—A. Yes, sir; I can.

Q. Please state.—A. Logging is getting a little cheaper every year.

Q. With the price of logs increasing a little the price of logging is going down?—A. Yes, sir; somewhat. Labor is getting cheaper, and that cuts a figure. I think these last contracts that we let also were easier to log, and that would make some difference.

Q. Where have you sold those logs?—A. They have been sold and delivered in Flambeau.

Q. Down at the Pike Lake dam?—A. No, sir; they were delivered below that.

Q. Can you tell what prices you have been getting for these logs you have sold on the Flambeau?—A. Yes, sir; we have been getting from \$5 to \$8.50, and for one lot up to \$9. We grade our logs, and had two prices and two grades of logs.

Q. Do you have only two prices for two grades?—A. Yes, sir.

Q. What are those two prices?—A. I think, if I am correct in my ideas, that the prices run from \$5.50 to \$9.

Q. But you say you do not have but two prices; what are those two prices?—A. I say they run from \$5.50 to \$9.

Q. And you have only two grades?—A. Yes, sir; two prices and two grades. We had our No. 2, which brought us from \$5.50 to \$6, and No. 1, which brought us from \$8 to \$9.

Q. You mean that you have for different lots of the same grade different prices; is that what you mean?—A. Yes, sir.

Q. Different lots of the same grade?—A. Yes, sir.

Q. About what proportion of each grade of logs have you sold?

The WITNESS. Do you mean the percentage?

The CHAIRMAN. Yes.

A. I would say we would put 65 per cent. into No. 1 grade and 35 per cent. into No. 2.

Q. No. 1 grade was the higher?—A. Yes, sir. I am not prepared to give the exact amount of percentage, but that is near enough.

Q. What prices are you expecting to get for the balance of this 40,000,000?—A. We can not tell; I have no idea. We will get all we possibly can, but I have no fixed price in my mind.

Q. Do you not expect to average \$4 stumpage?—A. Yes, I think we will; I am in hopes we will anyhow. We may not, but I am in hopes to get \$3 anyhow.

Q. To whom have you been selling those logs?—A. Those logs have been sold to the pool.

Q. All of them?—A. All of our logs. Before the pool was organized we sold them wherever we could find purchasers.

Q. Are you the half owner of those logs?—A. No, sir; I own a one-third interest.

Q. And Mr. Weyerhauser the other two-thirds?—A. Weyerhauser, Denkmann & Rutledge are the firm.

Q. In logging over these Wisconsin Central lands what is the provision of your contract with the logger whom you hire as to the clearing of the lands?—A. We make him agree to cut the lands clean.

Q. What do you call clean?—A. Cutting it down to anything that is 40 per cent. merchantable timber, and 12 inches at the top end. We do not always get it done, but expect to get that.

Q. You would not think of cutting off part of the timber?—A. No, sir; not at all. I thing that is the height of folly.

Q. What do you leave on the land after it has been logged?—A. We leave the hemlock, birch, and other hard wood.

Q. How much is there of that ordinarily?—A. There is not a great deal. There is quite a growth of timber on these lands. In some places the pine is middling scattering, and the other growth of timber will be maple, birch, and hemlock, and once in a while spruce or balsam.

Q. Does that belong to you?—A. No, sir; we just buy the pine; we own nothing but the pine.

Q. The railroad company retains that?—A. Yes, sir; it does.

Q. Who retains all these small pine trees?—A. Anything we do not take off they retain.

Q. Have you any limit in your contract with them?—A. Yes, sir; we have ten years.

Q. I do not mean in time, but have you any limit as to the cutting or the size of the pine trees you shall cut?—A. No, sir; they simply sell us all the pine timber growing there and we might cut it all.

Q. So that anything you leave is left because you consider it worthless?—A. Yes, sir; that is the reason we leave it; we would not get any scale for it if we hauled it to the stream; they simply cull it.

Q. But it is worth something to the railroad company to whom you leave it?—A. That is doubtful.

Q. If you owned the land you would consider that pine worth something?—A. Perhaps in the next generation, but not in this generation.

Q. Does not the pine grow rapidly?—A. Not often. I have lived on the Chippewa for nearly thirty years (I went there in 1860), and after pine timber has been cleaned off a fire often gets in when it is dry and it never amounts to anything any more.

Q. Is there any reason why this small pine would not grow to be large?—A. That would never grow large enough.

Q. For what reason?—A. I do not know why, but I have watched it in the business for thirty years myself, as well as others, and I never noticed that pine after it gets to a certain size grows large enough. We have observed that.

Q. Have you any knowledge as to the age of these pine logs you are cutting?—A. No, sir; not at all.

Q. Is there no theory as to the age of those trees?—A. No, sir; I think not.

The select committee then adjourned until Friday, July 13, 1888, at 8 o'clock p. m.

WASHINGTON, D. C., *Friday, July 13, 1888.*

The select committee met, pursuant to adjournment, at 8 o'clock p. m.
Present: Senator Chandler (chairman) and Senator Faulkner.

TESTIMONY OF HENRY W. EARLEY.

HENRY W. EARLEY, having been duly sworn, was interrogated as follows:

By Senator FAULKNER:

Q. Please state your age, residence, and occupation.—A. I am sixty-nine years of age, reside at Chippewa Falls, Wis., and my business is lumbering, buying pine lands and logs.

Q. How long have you been engaged in the logging business?—A. I have been engaged over forty-five years in lumbering and logging pine lands.

Q. As I understand, you have both bought logs and purchased land for the purpose of cutting your own logs?—A. Yes, sir; I used to be engaged in New York State in making lumber, and also in Pennsylvania, and from there I went to Chippewa Falls, and Governor Pound and myself were in business there for a while together. I went there in 1869. I went to Pennsylvania in 1867 and was interested in lumbering in Pennsylvania before that, but I was born in New York State. When pine began to get scarce I went to Pennsylvania, and when I saw it was beginning to get scarce there I went to Wisconsin.

Q. Are you acquainted with the Flambeau, Court Oreille, Fond du Lac, and Bad River Reservations?—A. I am not acquainted with the Fond du Lac Reservation much or with the Bad River Reservation. I think I have been on the Bad River Reservation too, but I do not know anything of its details, what they are doing; I do not understand what they are doing there very much.

Q. You may proceed and state which of the reservations you have been on.—A. I have been on the Court Oreille Reservation. I have cut timber and had timber right adjoining it, but I never had anything to do with any of the Indian logs there.

Q. How about Flambeau?—A. I have been there a couple of times last winter on the reservation, and staid there each time a couple of nights and one day; one or two days.

Q. Do you own any land near to the Flambeau or Court Oreille Reservations?—A. I do; I own an interest in one tract near there lower down.

Q. Near which one?—A. Near the Flambeau. I own land near the Court Oreille too; I did own land, but I sold some.

Q. Are you sufficiently familiar with the character of timber on the Court Oreille and Flambeau Reservations to state to the committee whether or not the timber you own near and adjacent to those reservations is similar in quality and value?—A. The timber I have adjacent to it I had men go all over it, but never went over it myself. I have been on the Flambeau Reservation among the pine some, but I never have been on my own. I could tell from what my experts say, but not from my own knowledge. I have seen the logs they get from there and know how they run, but I have not been over the land.

Q. Can you not judge of the timber by the logs you have seen from that land?—A. The timber on the Flambeau after you get pretty well along up is very good timber. It runs very near alike. In some places it runs more to white pine than in others; at some points there is a good deal of Norway pine.

Q. Will you state to the committee the difference in value between white pine and Norway pine?—A. Where we find but little Norway we sell it in with the white pine the same, but if we have much of it we have to reduce the price of the lot, as Norway pine is not worth so much in the market. For standing timber if you pay \$3 for white pine you would not pay over \$1.50 or \$2 for Norway pine.

Q. What is the difference between Norway and white pine?—A. Norway pine makes good dimension lumber, but is heavier; is fully as strong, but more liable to rot away. For bridge timber they do not like it so well. To make flooring it will do very well; some of it will make very good flooring. It will not make outside sheathing or siding, or work into boards as white pine will; it is not so good; it is more apt to warp and twist around. You would not want to board a barn with yellow pine boards for outside building; you would be more likely to use it for fencing.

Q. As I understand, you have made your purchases from contractors working on the Flambeau, but not on the Court Oreille Reservation?—A. I have made purchases on Flambeau. I have bought logs there and got timber there, but I have not been on my timber there; I have had my men, whom I could rely on, go there and make reports of it.

Q. Did you buy any timber last year on the Flambeau River; if so, at what point?—A. I sold two interests in a piece of 19,000 acres there. One interest is of one-sixth. But one party wanted to sell it back to me last fall—I saw him in Pennsylvania—and I bought it back of him the fore part of last winter.

Q. Did you buy it by stumpage?—A. I bought it by my calculation of stumpage.

Q. How did he sell?—A. I sold it to him at my estimate of so much, and I bought it back in the same way. We generally figure up so much on the stumpage and put our price on it. I bought this in the same way again.

Q. Where was that located in relation to the Flambeau Reservation?—A. It was located a little further down. That was located in 1872, I think. It was further down the stream. It is on the main Flambeau. These Indian lands are on streams and lakes that you drive out into Flambeau again.

Q. Then I understand the Indian timber land on which these logs are cut on the reservation are not directly on the Flambeau River?—A. Not that I saw. They were on the lakes, and you would have to drive out the smaller streams to get it out.

Q. Did you buy any other last year?—A. I bought, a year ago last fall, a piece for one of my partners, J. N. Wilson, I think, is his name, at Grand Rapids, Mich.

Q. Where was that; how located?—A. That was located still below, on the main Flambeau.

Q. What did you give for the two tracts that you describe as having bought last fall a year, per thousand feet?—A. I bought it for my partner. We had two estimates on it, made together. They didn't, together, get quite a million. Taking the highest estimate, I paid \$2 for it, and taking the lowest estimate I paid \$2.25. I sent two men upon it and they were to fetch their estimates to me before they compared them; that is the way they worked.

Q. Was that the price as to both of the tracts you purchased?—A. The last tract I paid what I called \$2.25 for the stumpage. It might have run \$2.50, but from the estimates I had I consider I bought it at \$2.25.

Q. That was directly on the Flambeau River?—A. Yes, sir; or close by. It was located at an early day there. Some of it was McCloud's land that he entered some time in 1860, at the time he entered those on Yellow River. The earlier entries turned out to be good lands.

Q. Did you see where they were cutting on the Flambeau Reservation when you were there last year?—A. Yes, sir.

Q. Will you state the distance from the streams through which these logs had to be driven to the points where the cutting was made?—A. I did not go out on the streams; I understood it was a long distance. There were two streams, what is called Big Bear and Little Bear, and the one I was interested in was on Little Bear, and the other parties were interested in that on Big Bear. I do not remember just how it was to get to the main Flambeau.

Q. Did you make any purchases last winter of timber from persons who were cutting on the Flambeau Reservation?—A. I can tell you what I did. Myself and my partner furnished Cosgriff & Gilbert money to go up there. They wanted to go up and get some timber, to cut some, and get goods and go to work. I furnished them money to go on and they ran along until New Year's. I found they had not cut any timber, and I required them to make a statement to me of what they had left of the goods, and the inventory did not hold up to what they had put in, and so I went up then and took the stock of goods, took possession of it, and put one of the men in charge to go to putting in logs. At that time I met Agent Gregory there. They cut two "eighties." Their papers seemed to be right, for Agent Gregory said they could do it and they went on with the cutting after that. That was in the afternoon. New Year's was on Sunday and they commenced the next week building roads and camps. That was this year, 1888. That was the way I became interested. I can tell you what has become of the logs, if you want to know about it.

Senator FAULKNER. I want to know about it, but I will reach that after a while. What do you mean by saying that the inventory did not come out right?

The WITNESS. I do not know; there was a shortage of over \$3,000 between the money they had got and the goods and the books and what assets they could show. The clerk claimed they had given away a great deal to the Indians without charging them for it. I do not know what they did with it.

Q. According to that it would be right hard to make 70 per cent. profit on the stock of goods, dealing in that way?—A. I paid cash on the goods and only charged them for the discount, and I am short yet. They had then the \$7,000 out against the Indians, and they counted that the same as though it was cash. They counted that as an asset, as though it was cash on hand.

Q. What was the original investment?—A. I think I had invested \$20,000 then, and I think I am in now for \$30,000 or \$35,000, I do not know exactly; I have not wanted to figure it up.

Q. Then if they were \$3,000 short, and had \$7,000 charged to the Indians that you never will get, it will be hard to make a profit on the stock?—A. The account of the Indians is not worth anything unless the Indians happen to get timber.

By the CHAIRMAN:

Q. What was the firm name?—A. It was Cosgriff & Gilbert at first, but I call it now H. W. Earley & Co.

By Senator FAULKNER :

Q. While I am on that point I will ask you this question : Can you state anything about the difficulty and expense of getting the goods from the markets up to this Flambeau Reservation ?—A. We ship to Fifield. It is about 100-odd miles to our place. We have a railroad there. Then we carry them in by wagons or sleighs in winter. It is 35 miles to the store, or headquarters, and the camps are still further off. It is slow work getting in there.

Q. Did you buy in that section of the country, last year, any logs from others than those cutting on the reservations ?—A. I did not buy last year. I had logs put in near Fifield on the railroad, but I did not buy any up there, I think, last season. I am not a buyer as a general thing. I bought some most every year, but I am only there cutting my own timber. When I find I can buy logs better than to cut my own timber then I buy. I bought in the spring, a year ago, and this last winter I commenced buying.

Q. How many thousand feet of timber do you purchase or cut a year, or did you purchase or cut last year ?—A. I have got in this year, I think, some 42,000,000 or 43,000,000 of what I cut or bought. We have nearly half our logs left over from last year in the stream; but I had that many new logs.

Q. What is the average loss after the purchase of logs on the bank to the point where you dispose of them to the mill ?—A. I dispose of my logs at Beef Slough to the down-river lumbermen and to the Mississippi mills.

Q. Do you estimate any loss from the point where you buy up to that point ?—A. Yes, sir; a good deal of a loss.

Q. What is the percentage ?—A. We buy expecting to lose from 10 to 15 per cent.

Q. In the driving ?—A. Yes, sir; in the driving. I account for that in two ways. First, a great many of them will get out in high water and float off into the woods and bayous and get into the wood holes and swamps, and it is almost impossible in the summer time to get teams to them and in the winter they are frozen down and left, and many are lost in that way. Another way of losing logs is after they are left over two or three years they scale them all inside of the sap, that is, at the slough, where we sell them. I sell there by the Government scale, and the Government scaler will scale all those logs inside of the sap, and after they have laid awhile in the streams they will lose an inch clear around the log at least. This year I think the high water must have knocked out 100,000,000, from what I could learn from my men. They have been thrown out on the banks and in the woods, and whether we ever get them all or not I do not know.

Q. Is it not a fact that you seldom get out in the spring the lumber that you buy during the previous winter and fall ?—A. I never expect to get over 50 per cent; if I get that amount I am satisfied. I have now over 60,000,000, and if I get 30,000,000 I think I will be doing very well.

By the CHAIRMAN :

Q. You put it all in the river ?—A. Yes, sir. We had at one time this year 30,000,000 get away into the Mississippi. We have gathered up about 16,000,000 of that now. The Beef Slough Company has scaled that up and collected all of it together, and we have a promiscuous raft of it mixed together, and they settle with us in that way. I saw, coming up from La Crosse the other day, that the woods are full of them all along. A man took me down from Beef Slough in a boat the other

day about 12 miles, and I saw them floating in the woods and islands along there.

Q. That is, out on the Mississippi?—A. Yes, sir. We had another “spill” just before I came away; I heard there was about 10,000,000, but they said they would catch some of them at the slough.

By Senator FAULKNER:

Q. If you have any list of purchases made by you recently of timber on the Flambeau Reservation I wish you would please present it to the committee.—A. No; I have no logs from there; the logs that were put in there are still in Little Bear. I had to build the dam late in the winter and then had to go through a couple of lakes. The snow was deep and I did not cut that as clean as I should, and they are there, and will lay there until another year.

Q. Have you a list which shows the purchases made on the Flambeau River?—A. I have a list of what I bought at different places; that is, what I bought outside of our camp. Here is a list of about thirty different men from whom I bought, with the name of the streams where they would come in and the price I paid. I had my clerk make it out after I found I was subpoenaed here, as I presume it was with reference to the price of logs, and I had that made at once.

The list referred to by the witness and submitted by him in evidence is as follows:

List of logs purchased by Henry W. Earley.

Name of logger.	Stream.	No. logs.	Average.	Feet.	Price.	Total.
J. and York Buchanan	Chippewa River	9,833	10.31	954,210	\$5.50	\$5,248.00
Lewis Blanchard	Babb's Creek	*1,113	5.34	208,310	6.50	1,354.01
S. C. F. Cabban	Fisher, driven into Chippewa.	†902	3.40	264,800	9.00	2,383.00
Do	do	373	9.11	40,820	5.00	2,041.00
Frank Colburn	Chippewa River	*5,273	8.17	644,850	5.75	3,707.60
Dalbin & Beandin	Fisher, driven into Chippewa.	†1,237	2.56	481,780	9.00	4,336.02
Do	do	572	5.78	92,290	5.00	461.45
Warren Flint	Jump River	*2,483	7.92	313,380	6.00	1,880.25
Hiram Howland	do	†742	3.35	221,140	8.60	1,769.12
Do	do	1,019	8.06	118,380	5.00	591.90
F. C. Hinz	Flambeau River	3,234	7 $\frac{1}{2}$	449,010	6.50	2,918.50
John Jeans	Yellow River	1,882	7 $\frac{1}{2}$	261,700	6.25	1,635.62
Thomas Liddell	Chippewa River	*1,762	5.84	301,460	6.00	1,803.76
Phillip Hamilton	Mouth of Main Creek	6,297	5.61	1,121,490	7.00	7,850.45
Do	do	7,913	9.93	796,350	5.00	3,981.75
McDaugall & Bartley	Chippewa River	4,702	5.00	937,570	7.00	6,563.90
Matt. Murphy	Big Elk	4,787	5.37	888,500	6.00	5,331.00
Medley & Conners	Flambeau	1,855	5.53	335,320	6.00	2,011.92
Flint & Owen	Little Falls Dam		‡5.00	6,400,000	8.25	52,800.00
Do	Fisher River		‡3.73	832,160	9.75	8,113.56
Sever Searley	Chippewa River	10,041	9.57	1,047,900	5.75	6,025.42
Poole & Reid	do	6,654	6.05	1,098,210	5.75	6,314.70
Matt. Murphy	Big Elk	*10,840	6.13	1,768,160	‡6.00	11,669.84
Robert Patton	Yellow River	11,865	3.59	518,200	8.50	4,404.70
Do	do	*2,381	8.94	266,230	5.00	1,331.11
Waterman Brewster	Jump River	4,627	3.60	1,279,190	8.15	10,425.49
Do	do	97	4.23	22,890	5.65	129.32
Thomas Conture	Yellow River	203	4.18	48,520	8.00	481.01
Shipman & Cleaves	Main Chippewa	*753	4.31	156,540	7.50	1,173.95
Do	do	568	9.56	59,410	5.00	297.95
Charles L. Smith	do	1,139	6.03	180,760	6.50	1,174.94

LE DU FLAMBEAU RESERVATION.

John Casgriff	Bear Creek	4,755	4.10	1,168,730		
Do	do	2,511	3.90	669,470		

* First grade. † Second grade. ‡ About. § One-fifth to average long length.
Total: 22,129,530 feet cost \$153,465.37, an average of \$6.98 per thousand.

By Senator FAULKNER:

Q. Did you make those purchases yourself?—A. Yes, sir; I made them myself.

Q. Can you therefore state whether or not the prices are correct?—A. Yes; the prices are correct. They were taken from my books, and it is just what was paid. There are no scaling bills or expenses charged to them, but only what I paid. I kept men in the woods to look after them, but I did not charge any expense only what I paid the men. Some of those places are on Flambeau 50 miles below this reservation, and another lot below on the railroad; that is all.

Q. Are all these on Chippewa waters?—A. They are all on Chippewa waters except some on Big Jump and Little Jump, some on Main Creek, and some on the Fisher. I bought some of Mr. Hynes at Fifield, part of the way up to the reservation. I gave him so much to put them afloat in the stream. He came down to see me and I paid him for them \$6.50.

Q. At what point on the Flambeau did you buy from Hynes?—A. I think it was, maybe, 10 miles up there above Fifield; it is about one-third of the way up to the reservation.

Q. Do you know from what point those logs that were sold you were cut?—A. They were cut right along there somewhere near the river.

Q. Near the river where you bought?—A. Yes, sir.

Q. Can you state what the average price paid per thousand on this aggregate of 22,129,530 feet was?—A. I figured that up yesterday to see what it came to after I got here, and I took an average all through, and it made \$6.98 per thousand. In the forepart of the season I bought at a less price.

Q. Assuming that the average is correct, as you state, of \$6.98, what, in your opinion, would have been a fair stumpage value for this timber on an average?—A. If you take this winter, it would be very low. If you take a good winter for putting such logs in it would be different. This winter it costs from one-quarter to one-third more than it usually does in other winters, as the snow was 4 feet or more in depth.

Q. What, in your judgment, would be a fair stumpage if that purchase was on the Flambeau River?

The WITNESS. For that piece there?

Senator FAULKNER. Yes.

The WITNESS. It must have cost Mr. Hynes at least \$4 to get those in and put them afloat in the river. I do not know what he did pay to put them in.

Q. That would make the stumpage, then, \$2.50?—A. Yes, sir.

Q. I see by this list that you purchased from Medley & Conners, on the Flambeau, at the price of \$6?—A. Yes, sir.

Q. What, in your judgment, in the case of Medley & Conners, was a fair stumpage value of that timber that you gave \$6 for?—A. I think it cost them \$4 to get it in.

Q. Are you sufficiently experienced in this business to say what is the average value of stumpage on that Flambeau River from your experience in cutting?—A. That is owing to the quality of the timber and how handy it is to get at. Some lots are worth double what others are. If it lays handy you can get it in cheaper. Timber there is sold mostly by its location and quality.

Q. I am speaking of the average, if you can give it?—A. I sold some little last fall lower down than this, and I called that \$3 a thousand; that was very good timber.

Q. Was that on the main river?—A. It was below the reservation or

up near there. That was handy to get at and there was only a little piece of it. I sold that for \$3 with some of their timber where they were cutting.

Q. I observe that you have no price charged on this list opposite the Cosgriff timber?—A. There was no price fixed. The logs are there yet, and there is no price fixed to it.

Q. You have not, then, agreed upon the price for those logs, have you?—A. Well, Cosgriff is in such shape that I want to get these logs out and make all I can from them. His wages, what he does there, will depend on what he gets out of it.

Q. In other words, he is really in debt to you and that will go on whatever indebtedness he owes you, and therefore you have not fixed the price?—A. Yes, sir.

Q. Do you know anything about the value of scaling lumber in that section of country?—A. I have to hire scalers all the time. I have a man jobbing for me, and I charge part of what I pay him, and sometimes we agree we will pay 3 cents and the other party will pay the rest. In small jobs they will not do that, and we have to divide the cost. In large jobs you can scale for about 6 cents if it is all handy; smaller jobs cost more.

Q. From your experience can you state to the committee whether or not 10 cents a thousand is too high for scaling where the scaler has to scale from, say, thirty to forty different tracts of timber during the year?—A. I have not been able, where they have to go around to so many places, to get them to scale for that. I generally pay them by the month and let them put in their time. I sent one man out this winter to scale a small lot, and it came back some 25 cents a thousand; that was the amount of the bill. I told him I thought it was rather high, and he said he had spent so much time on it that it would cost that. In these cases we generally pay a man by the month and let him go around and divide it up among the loggers and ourselves. Wherever I can I bind them to do the scaling at a certain amount. I had one scaler scale 4,000,000 or 5,000,000 for me at one landing, and we paid him \$75 a month, and I think that did not cost any more than 6 cents, maybe a little over; yes, it cost about 7 cents, I think.

Q. Are you a member of this "pool" that we heard something about yesterday evening?—A. No, sir; I am outside of the pool.

Q. You have been fighting the pool, have you?—A. We do not work together, you know. I buy logs and put them through, but sell them outside of that. I never belonged to it. They buy logs; a man comes in to sell logs and if they hammer him down too low why I make him an offer. I kind of help the boys up.

Q. Can you state to the committee whether there are persons buying on the Flambeau River, up as high as the reservation, other than yourself and those engaged in the pool?—A. We have a great many buyers who come up to buy anywhere they can get timber on any of the reservations, wherever they can find good lots of logs. I can give you the names of those prominent in the market there.

Q. Please give us the names.—A. There is at La Crosse T. S. Davidson, McDonald Bros., Coleman, and John Paul, and I think some other mills there sometimes buy. Going on below there you will find at Lansing John Robinson buying and cutting his own timber. Going on to Dubuque you will find O. W. Robinson in the market there at different times. You go down below further and you will find A. W. Anthony and McGregor and Bomberger & Co. We have a great many buyers who do not buy on the bank at those mills. At Davenport there is the

Oable Lumber Company and Chris. Miller, and the Davenport Lumber Company, and I think some other lumber company there.

Q. Do you know some parties there named Lindsay & Phelps?—A. Yes, sir; they all come up there; they all buy and bid against each other.

Q. Can you state to the committee whether or not you all have the same privileges in driving, using the booms, etc., on these reservations?—A. A driving or pool company drives our logs and they have a price-list from such and such points, from the mouth of such a stream so much, and they drive in that way. We all pay alike; every man pays alike as I understand it.

Q. Do you know what improvements were made upon the waters near the Flambeau Reservation this year and last year?—A. I do not know the extent of them, but there were a great many improvements made there and there had to be.

Q. Do you know who made those improvements?—A. I think the pool company made them pretty much all. On this Little Bear Creek I had to make a dam.

Q. Would not the value of stumpage depend very much upon the improvements on the rivers and streams through which this timber had to be driven in order to get it to market?—A. If a man had the whole of it he could pay more, but to buy a small quantity there and undertake to make improvements would not leave any profit.

Q. So that the better the improvements at the time of purchase the better the price which would be given for the stumpage?—A. Yes, sir.

Q. What is your judgment, as an expert in the cutting of timber, as to the advisability of leaving on each 80-acre tract one-quarter of the timber?—A. I would not consider it advisable to do it.

Q. Why not?—A. I have a good many lands in that country and whenever any camps get up around my pieces here and there, the fire gets in there and the wind sometimes blows them down, but more especially the fire, and in the pine timber the tops break down, the turpentine runs out and it burns hard and makes a hot fire; so much turpentine gets out of the limbs that they are almost sure to get afire in some way during dry times. The Indians would rather have fires than not, because if the woods burn up they get more berries.

Q. What, in your opinion, as one who is familiar with the ups and downs of logging and the cutting of timber, would be the best system to adopt in the interest of the Indians; to allow them to sell per 1,000 feet, they to bank the logs, or to permit them to sell the stumpage with a guaranty of a certain amount?—A. My opinion would be that the Indians, if they were to undertake to get that in themselves, would eat up more before they got it in than they would get from it. They do not understand logging, those I have seen working at it. In the next place they have not the teams and fixtures to go on and do it. They are inexperienced in logging. I told this foreman we had in camp this winter to work all the Indians that he could. He was a half-breed himself and a pretty bright fellow, and he worked about half Indians. But as quick as they would work a few days they would go back to town and he would get more in their place and after a while they also would go back to town. So that he worked about half white men, which was the best he could do. I directed him to pay the Indians good wages and try to work them.

Q. Can you state, from your experience, whether or not in order to realize any profit at all in logging the parties engaged in it must be perfectly familiar with it, and also carry it on in a most economical

way?—A. A man to make anything at logging must understand the business. He has to know how to cut his logs, how to skid them, how to haul his timber so as not to break it any more than is necessary, and how to make good roads, in order to make anything out of it. Take an open winter when the ground freezes hard and there is a short haul, and an Indian might get it in on a "go devil" and do something with it, especially if they have some oxen. But the Indians are very careless about taking care of horses and are very apt to lose them.

By the CHAIRMAN:

Q. This list of purchases put into the testimony by you is in the handwriting of your clerk?—A. Yes, sir; my son made it out.

Q. What is his name?—A. George B. Earley.

Q. You are sufficiently familiar with the facts and have sufficient recollection of them to be confident that he has drawn off the prices and quantities correctly, are you?—A. I copied some of them myself from the books, and he finished it. I have no doubt they are correct. There are some small lots I did not put in; I told him he need not put them all in.

Q. But those which are here you have no doubt are correct?—A. I have no doubt about their being correct.

Q. What are these pencil marks at the extreme right-hand side of the paper?—A. I put those figures there to show the amount they would come to, to see what they would cost on the average.

Q. Those are the amounts in dollars and cents?—A. Yes, sir.

Q. Which that number of feet of timber at that price would bring?—A. Yes, sir.

Q. Did you make a footing of the total amount of this lead-pencil column at the right?—A. Yes, sir; the total amount is \$153,465.37 on 22,129,530 feet, if I figured it up correctly, making an average of \$6.98 per thousand.

Q. The last two lines on the paper, which are in pencil, are intended to represent the footings of number of feet and number of dollars?—A. Yes, sir.

Q. That is what they are intended to represent?—A. Yes, sir.

Q. Do you or not include or exclude the two last entries of Cosgriff?—A. No, sir; those are not included.

Q. Either in the number of feet or price?—A. No, sir.

Q. They stand separately by themselves?—A. Yes, sir.

Q. And these footings in the last two lines are intended to be correct footings, the column in ink of the number of feet, and, secondly, of the amount of money at the extreme right in pencil?—A. Yes, sir; that is the intention, unless I have made some errors in the footings.

Q. You have stated that you made no entry of the prices of the Cosgriff logs from the Flambeau Reservation, which are the last two lots on this paper, because you have made no settlement with Cosgriff?—A. Well, he has not got them out; whenever he got them out I would have made a price.

Q. But you have not made any price?—A. No, sir.

Q. If those logs come to your possession: are they yours?—A. Yes, sir; I consider them my logs turned over to me with my mark on them, but they have not got out to the streams where they can drive them.

Q. But until you make a settlement with Cosgriff & Gilbert you will have no occasion to make a price?—A. No, sir.

Q. As I understand the transaction, they went up there to do business on their own account and you made them advances?—A. Yes, sir.

Q. Did they act as your agents, or did you loan them money?—A. They wanted I should buy logs of them.

Q. Then they started in on their own account?—A. Yes, sir.

Q. And you were to loan them money and buy their logs?—A. Yes, sir.

Q. What change of relation has taken place since you found they were doing badly?—A. I had them turn all the property over to me, both of them. Then I took Cosgriff back and told him to go to work and take charge of it and see if he could get it out, and if he did I would divide any profits or losses. At the same time I took it all off his hands without any losses. I told him he must go to work and see if he could get me out of it.

Q. You became the principal then?—A. Yes, sir; I bought all the property.

Q. Did you make any price?—A. Yes, sir; I made an inventory of everything.

Q. Did you make a settlement with them or simply take possession of the property, leaving the accounts open?—A. I took the book accounts and made a settlement with them.

Q. Did you release them from their indebtedness?—A. Yes; I released them then.

Q. That is to say, up to that time, you being a creditor and expected purchaser of logs, you took possession of all their property and released them and you became the principal, set Gilbert adrift, and employed Cosgriff as your agent?—A. Yes; I set him to work to see if he could do anything or make anything.

Q. Then, as a matter of bargain and sale, there is going to be no occasion for such fixing of price on those logs?—A. No, sir; there would be no occasion; Cosgriff is to have an interest in the profits.

Q. If there is a loss you do not expect to get anything out of him, but if a profit arises you expect to give him something?—A. Yes, sir.

Q. What do you call an average quantity of logs, the number of logs to the thousand feet?—A. Our logs average all the way from two and two and a half up to ten.

Q. Then the column in this statement you have submitted which is headed "average" means the average number of logs of a particular lot to the thousand feet?—A. Yes, sir.

Q. And you say they average all the way from two and a half to ten?—A. Yes, sir.

Q. In grading logs how many grades do you make of them?—A. There are very few I bought in that way. I grade them at Beef Slough. I have two "pockets" and make two grades there—a first and a second grade. I put all the first grade in one "pocket" and the second grade in another, and then I sell them separately.

Q. Those that are marked here as "first" and "second grade" are what?—A. They are two or three little pieces that I bought in that way.

Q. That indicates the grade which you think they would be assigned to at Beef Slough?—A. I presume they commenced grading them before I bought them.

Q. But the grading is supposed to be the same as at Beef Slough?—A. Yes, sir.

Q. What would you call, in speaking in a general way of logging, a fair quality of logs; the average number of logs to the thousand feet?—A. You take a clean, nice lot of timber and where they run five or six to the thousand feet it is a good lot of logs. You take a rough, coarse timber and it is not so valuable as that would be if it took only three,

But when we have a quality of timber on the Big Jump and another on the Fisher that is nice clean pine, we call that our best class of timber in that country.

Q. And how much does that average to the thousand?—A. I think that averages about two and a half to three or four.

Q. I see upon this list you have submitted that the first purchase of logs mentioned is 9,833 logs on the Chippewa, averaging 10.31 to the thousand; that you would call a poor quality of logs, would you?—A. Yes, sir; a poor quality. Those were cut long for boom sticks, but they graded them back to 16 feet when they averaged them.

Q. Then, although you paid \$5.50 for logs averaging 10.31 to the thousand, yet they were, as a matter of fact, cut long and therefore more valuable?—A. Yes, sir; he was bound to cut them above 26 feet.

Q. If those had been short logs they would not have been worth \$5.50?—A. They are worth more to cut them long.

Q. Take the 7,913 logs bought of Phillip Hamilton on Main Creek averaging 9.93 to the thousand; do you consider those a good quality of logs?—A. Those were two grades of logs; I bought them by the grade and bought two grades. Those were the poorest logs, and there is another grade I paid him \$7.00 for.

Q. This was a poor lot?—A. Yes, sir.

Q. There is another lot, bought from the same party, of 6,297 logs, at an average size of 5.61?—A. Yes, sir; and another of 1,100 at \$7, and these came out of them when they graded them.

Q. What quality of logs do you call those which you paid \$7 for?—A. Those were good logs.

Q. What quality of logs do you call those that average in size 3.90 and 4?—A. Those are the best logs we get.

Q. And what are such logs worth banked on the Flambeau?—A. If they are down below they will be good logs.

Q. Where are logs banked on the Flambeau?—A. Along for 200 miles.

Q. What is the cause of the difference in the value of logs there?—A. It is in the driving.

Q. How much difference would you make in the banking of logs on the Flambeau anywhere they are in the habit of banking them?—A. I think it cost, those that I bought of Hamilton, 14 cents. Above on the Flambeau I do not remember what it is.

Q. What are a good quality of logs, averaging from 3.90 to 4 logs to the thousand, on the Flambeau, worth?—A. I suppose you mean those that Cosgriff put in, one at 3.90 and the other at 4.10?

The CHAIRMAN. I did not name them, but be kind enough to tell me what they are worth banked on the Flambeau.

The WITNESS. I do not know when I shall get those logs any way, but I would not give for them, in the shape they are now in, within \$2 of what I would if they were in the stream below, where I could get them this year.

Q. What are a good quality of pine logs, 4 to the thousand, worth on the Flambeau where you are lumbering, on the bank?—A. I should make the market price by Mr. Weyerhauser's price, which he paid where he got them at \$8. I would have paid \$8 or \$8.50 for those if I had them down below, where I could have got them.

Q. What are they worth banked on the Flambeau?—A. It is pretty hard to give a price on logs that you do not know whether you will get to the boom or not this year or the next; I do not know whether

they will get out of the stream at all or not, or whether they can make the Little Bear drivable. I could not tell you what they are worth where they lie. If I could get them out next year they would be worth a couple of dollars more than to get them out a year after, according to my way of thinking. Where logs have to lie there we take into account the risk of getting them, their depreciation by sap rot, and the interest on the money. I would not go and buy logs lying there and pay \$6 for them when I would be willing to pay for the same logs \$8 or \$9 down below.

Q. Do you remember the 10,840 logs which you purchased of Matt Murphy on the Big Elk and which are averaged at 6.13 to the thousand?—A. Yes, sir.

Q. What kind of logs did you call those; above or below the average in quality?—A. They are not up to the average, quite.

Q. Are they really first-grade logs? They are marked so here.—A. No; I do not think they all were. If they were all of one grade they must have been as they cut them. That contract was for the largest proportion of long logs, and they said in the middle of the winter that the snow was deep and they could not put in longer logs, and I let them put in shorter ones.

Q. If they had been able to get the long logs out they would have been worth more?—A. Yes, sir.

Q. How many of those logs have you paid for?—A. I have paid for most all of them. The payment for many of them ran up in the fall, but it was a bad winter and most of them had to have their pay sooner. Some of them are all paid up. The men had to have more pay to settle their supply bills and pay their men.

Q. Have you put all those logs into the river?—A. Yes, sir; they have all been put into the river, and I am engaged in getting them out of the slough.

Q. What proportion have reached Beef Slough?—A. I could not tell you what proportion, because I have so many in different places with the same mark. I have many old logs on the stream. I have gotten out this year, in all, up to the time I came away, according to the last report I had before I came down here, a little short of 20,000,000.

Q. You mean those which have reached Beef Slough?—A. Yes, sir.

Q. All of your purchases are on this paper?—A. I have over 60,000,000, all told, which I am getting out, old and new.

Q. Including those of Cosgriff?—A. Yes, sir; I got out of the old last-year logs 4,000,000 this year. They got into the stream ahead and we got them earlier in the spring, before the new logs came in.

Q. Do you sell the most of your logs at Beef Slough?—A. I sell them to the different mill-men down on the river below; they come there and I sell them to them.

Q. Your place of sale, generally speaking, is at Beef Slough?—A. Yes, sir.

Q. You do not intend, generally speaking, to move the logs below there?—A. No, sir; I do not intend to.

Q. To whom have you made sales?—A. I have sold to C. W. Robinson, of Dubuque, and to Mr. Anthony, to the Tabor Company, of Keokuk, and I have sold to Cator & Co., of Rock Island.

Q. Can you remember any recent sales of logs in large quantities?—A. Yes, sir; to the Knapp & Stout Company, of Dubuque.

Q. Can you remember any recent sales you have made?—A. Within two weeks I have made sales.

Q. How large a quantity of logs have you sold in one sale?—A.

About two weeks ago I sold to the Empire Company and to Tabor & Co.

Q. How large rafts?—A. About 800,000 to the raft; they ran from 450,000 to 900,000.

Q. What kind of logs were those?—A. They were my best.

Q. What price did you get for those?—A. I got about \$12 for No. 1 logs.

Q. Were those selected logs?—A. Yes, sir; I selected them at the slough.

Q. State some sales that you have made recently of poorer logs?—A. I have sold them from \$7 to \$7.50.

Q. What kind of logs?—A. Those are logs that are left.

Q. You do not find it practicable to sell the logs indiscriminately?—A. No, sir; you could not get as good a price for them to sell them altogether.

Q. You have stated that you make two grades there?—A. Yes, sir.

Q. And that is all you do make?—A. Yes, sir.

Q. Then you only intend to get two prices?—A. Yes, sir.

Q. At the same season?—A. Yes, sir.

Q. And in the same condition of the lumber market you only get two prices?—A. Yes; if the market stays the same I intend to hold them the same.

Q. What have been your prices, going back for a year or two, for first or second grade?—A. Last year I sold the first grade at \$10 and \$10.50, and in the fall, later, the stream dried up and you could not get them out, and I sold a few at \$11.50 because there was a scarcity.

Q. At this time what were you selling second grade for?—A. For \$6.50, and for \$7 last season, a year ago, and the next year back about a dollar less. Four years ago I sold first grade at from \$7 to \$8.

Q. What was the price of the second grade at that time?—A. It was as low as \$5.25.

Q. State to the committee what the fluctuation in the market for logs has been since 1882; have logs gone steadily up in price since 1882?—A. No, sir; they went up for a little while and then they went down. They commenced going up about 1882 and that continued until 1884, and they have risen about a dollar a year since then.

Q. When you buy a large lot of logs on the bank how do you handle them?—A. I make them put them afloat on the stream, the men of whom I purchase. We agree upon a scaler and then I have two or three men around with them to see that everything is going on all right, to see that he does the scaling and numbering them on the end and has that same number in the book so that you can take any log you have a mind to and test it. A great many of them roll them right into the river.

Q. How do you know that the sellers of the logs to you put them into the river?—A. We have to watch them. We have a man go around very often, and they have to number them. The scaler has to put his number on the book and on the end of the log, and we have men who go through those piles promiscuously and then go to the book and see if they are there. If you find numbers on the book that you do not find the logs for on the land, you have to hunt them up; that is the only protection you have.

Q. After you get them into the river, do you run them down the river?—A. I have to get them out and drive them, either myself or the persons I buy them of. The most of those I bought I made the parties

take them out into the river, where this Beef Slough Driving Company takes them and drives them.

Q. Do you pay the Beef Slough Company for driving them?—A. Yes, sir.

Q. How far is it from where you get them into the main river to Beef Slough?—A. I got some out of Yellow River, which is nearly 60 miles from Beef Slough. I got some from Fisher, maybe 80 miles, and Little Falls Dam to Beef Slough is nearly 100 miles.

Q. How far is Beef Slough from the Mississippi?—A. It is about 7 miles below the mouth of the Chippewa.

Q. Your general method, then, is to pay the Beef Slough Company for running those logs?—A. Yes, sir; we could not attend to them.

Q. And they are not only driving your logs, but others?—A. They drive their own, and if we do not drive ours, they would have to handle the most of them.

Q. How many companies are driving logs on the river?—A. Only that one, the Beef Slough Company, or the Chippewa Driving Company drive them all; that is the pool. They virtually drive them all for us and everybody else. Once in awhile a man will undertake to drive his own logs, but he can not do it and make it a success.

Q. What sort of contracts are made with the driving company?—A. They have a list of prices, and we have signed a contract and agreed to pay so much to them based on the different streams. I can not remember the prices now, but I think it is only 10 cents until you get up above Fisher, and after you get up above Little Falls I think it is 14 or 15 cents a thousand.

Q. They drive by the thousand and not by the log?—A. Yes, sir; they drive by the thousand. They drive from our scaling bills. We try to have them drive by the amount we get, but they say they can not do that.

Q. You pay them for the logs that are put into the river, whether they get down or not?—A. Yes, sir; and they agree to draw them in if they get out.

Q. What are the prices paid for running logs to the Beef Slough Company?—A. From Little Falls it is 14 cents; from Fisher, 10 cents; from Bobbs Creek, 12 cents a thousand; and from Jump River it is owing to how far up it is. At every certain distance they put on another price. They raise about 5 cents from one stream to another, and on the main river it is one price to Mill Creek, another to Court Oreille, and so on up until you run up to about 75 cents.

Q. That pays for driving the logs to the boom at Beef Slough?—A. Yes, sir.

Q. What payment is made after that; is the Beef Slough Company paid for holding logs in boom and putting them into rafts?—A. Yes, sir; they are paid \$1.10 for holding and putting them into rafts, with a discount of 10 per cent. if you pay within so many days.

Q. Do you have a separate boom?—A. They all come in together and then they put them in different channels. They have a main channel and have men standing on platforms which cross from one channel to another, and the company make "pockets" to put them in until they get full.

Q. They assign one of those "pockets" to your first-grade logs and another to your second-grade logs, do they?—A. Yes, sir; when the "pockets" are full they chain them together and drop them out below and work away until they get half a raft and three brails and tie them up and charge them to me as my logs. That is included in the

charge of \$1.10. They charge extra when they drop them out; I think it is \$10 a grade.

Q. Does that include the whole expense up to the time you sell them?—

A. Yes, besides the expense of the men's wages. They put chains and wires across them and then they make you pay for those, but if you return them all and do not lose them they credit them back again.

Q. The Beef Slough Boom Company does all this?—A. Yes, sir.

Q. Have they a monopoly of that business?—A. Yes, sir.

Q. Until you reach the mouth of the Chippewa, is there any other company who does that?—A. No other company.

Q. Did you ever undertake to do any logging on any of these Indian reservations yourself before this?—A. No, sir.

Q. Did you get Cosgriff & Gilbert the privilege of contracting with these Indians or did they obtain the privilege themselves?—A. They obtained it themselves. I saw Agent Gregory once for a moment, but never again until I saw him on New Year's Day.

Q. Did you ever try to make any contracts before this year?—A. No, sir.

Q. Or try to help anybody obtain them before this year?—A. No, sir.

Q. When you had this first interview with Agent Gregory what was the object of it? State what took place.—A. I met him with Cosgriff, to talk with him to know what the workings of it was, and Cosgriff wanted to go in.

Q. Where was that?—A. At Ashland.

Q. What made you go to Ashland?—A. I went there with Cosgriff; he wanted me to go.

Q. You went to help Cosgriff?—A. Yes, sir.

Q. When was that?—A. Along last summer some time.

Q. Tell all that took place.—A. Agent Gregory was not there when I got there. In a little while he came back and said he had no instructions yet, but as soon as he did have they should all have the same chance alike. He said there was no favoritism to be shown. He said any one who was there after he got his instructions would get his timber, if he had any right to it. I did not pry into the different matters connected with it.

Q. Did he give you any assurances that Cosgriff could make contracts?—A. No, sir; he said he could not tell anything about it then.

Q. If Cosgriff was to have contracts the next winter (this being summer) it was necessary that he should know it and go and negotiate with the Indians then?—A. He had been talking with the Indians before I went there.

Q. Did Agent Gregory refuse to consent to his contracting?—A. No, sir; he said as soon as he got instructions he could go on, but not until then. He said he could not give any man a privilege to build roads or camps or anything until he got his instructions.

Q. Did he say that to every one, so far as you know, at that time?—A. I did not talk to him about anybody else.

Q. Was anybody else making contracts with the Indians at that time?—A. I do not know; I presume so. I know that Sherman and Henry had been there a year before. I do not know what he was doing last summer.

Q. At the time Cosgriff went up there and you went with him, was Sherman or Henry making contracts with the Indians?—A. They were neither of them there when I was there.

Q. When did Cosgriff make contracts with the Indians?—A. Along in the fall and summer he made a number of contracts with the Indians,

but he did not get any of them to have them sanctioned until Agent Gregory came there on New Year's.

Q. Before that time Cosgriff had made some contracts with Indians?—

A. Yes, sir.

Q. Who was the farmer before whom he made them?—A. I do not remember; I did not have anything to do with it.

Q. Did you go there again?—A. I have not been to Ashland but once. I went on the reservation New Year's and I went again about the 1st of March, I think, or the last of February.

Q. After you and Cosgriff went up to Ashland and had this interview, did you tell Cosgriff to go on and make contracts with the Indians or not?—A. I told him I thought he had better go slow; that it did not look very well.

Q. Did you think that Agent Gregory did not mean to let Cosgriff make any contracts?—A. I think he meant to let him have the timber if he could show that he had a right to get it and the Indians agreed to give it to him.

Q. Then what made you tell him to go slow?—A. I thought there was danger about his getting instructions in time to do anything. He said he did not have any instructions and did not know when he would get any. He said that he did not get them the fall before until very late.

Q. Do you know when Sherman Brothers made their contracts?—A. I suppose through the fall, but the agent I do not think sanctioned any of them, at least I so understood.

Q. Have you any reason to suppose there has been any favoritism on the part of Agent Gregory in allowing contracts on the Flambeau?—A. The way he decided that day I did not think there was; the way he acted to the boys there.

Q. What boys?—A. Cosgriff & Gilbert. They had several contracts which they had made, but it appears that the Henry and Sherman contracts were dated prior to theirs, except two.

Q. Contracts with the same Indians?—A. Yes, sir; with the same Indians. An Indian will contract with as many as will contract with him. In regard to all except two, Agent Gregory decided in this way: He said the oldest contract that the Indian signed in good faith he would hold to be good.

Q. Was that at the time he said that he could not authorize any contracts?—A. No, sir; that was New Year's. My men did not cut a stick until New Year's.

Q. When you were there previously in the summer, did you think favoritism was being shown by Agent Gregory?—A. Not by the way he talked I did not.

Q. But without regard to that, did you think so?—A. I heard a good deal of talk; one said he could get it and another could not, but I do not know anything about that.

Q. Did you talk politics with Agent Gregory when you were there last summer?—A. I do not believe I did. I saw him but a little while when I was there.

Q. Did you talk politics to him at all?—A. I do not know that I did. I got Colonel Knight to go and introduce me to him. He and I talked politics when we got together—I mean Colonel Knight and myself.

Q. Were your politics and his the same?—A. Yes, sir.

Q. He is not a Democrat, is he?—A. Colonel Knight? Oh, yes.

Q. He has not been a Democrat as long as you have, has he?—A. I do not know how long he has been one.

Q. But you did not talk politics with Agent Gregory?—A. I do not think I did. I talked to him and his clerks about getting up a kind of license to trade; we got copies and the clerk filled it up partially.

Q. Do you mean an application for Cosgriff & Gilbert as licensed traders?—A. Yes, sir. I asked him about that and told him I wished he would give me instructions as to what was needed, and the clerks gave them to me.

Q. Are you prepared to state that so far as the making of contracts by Cosgriff & Gilbert last summer, and the making of contracts in January and since is concerned, there has been no favoritism shown by Agent Gregory according to your knowledge and belief?—A. There could not be in the way he decided there, unless our dates were earlier than the dates on the other contracts. I do not see any other way, unless I had taken Henry's and Sherman's contracts and showed that ours antedated them or something of that kind; but that is all.

Q. You do not consider that favoritism when he gave the first contract the preference?—A. No, sir; I do not.

Q. That was not favoritism. Did you see or have reason to believe there was any other favoritism?—A. No, sir.

Q. You think that Agent Gregory put no obstacles in the way of any one's contracting who was able to do so, and that he showed no favoritism in the management of contracts?—A. I do not think he did. He decided this question right off without any hesitation.

Q. Did you hear anything about allotments of land to Indians?—A. Yes, sir; they were talking about that.

Q. Did you hear or notice anything in connection with contracts with Indians where the allotment of land had not been made to the Indian?—A. Those allotments I suppose had to be sent on to be approved here after this.

Q. Were any contracts made by Cosgriff, Sherman, or anybody else, with Indians before the allotment was made to the Indian?—A. I suppose so. I did not suppose the allotments were made until after they made contracts. I think they would go and get an Indian and he would show them where he had hunted out the place, and then he would make his application to get the land allotted.

Q. You understood the contracts were made with Indians to sell timber to some of these contractors before the land was allotted to them?—A. Before he had his allotment passed upon. They would hunt up a piece and make application for it, as I understood.

Q. And then go and contract their timber?—A. Yes, sir. Cosgriff & Gilbert had a good many contracts but they could hold none of them, because the dates were not ahead of the others.

Q. How much capital did you say you put in there through Cosgriff & Gilbert?—A. I think the last time I figured it up it was over \$30,000, and I have been putting in more; I do not know how much.

Q. What was that \$30,000 in?—A. In goods.

Q. What proportion of it was goods?—A. They have taken half that amount or more of goods, say \$15,000 or \$20,000 worth of goods such as flour, pork, hay, dry goods, and every kind of supplies needed, and cattle also; they had forty head of stock, a few horses, and a few oxen and sleds.

Q. That was the "kit," including the store goods, with which to do logging?—A. Yes, sir.

Q. And you furnished all that \$30,000?—A. Yes, sir; myself and my partners, Lorin V. Brewster and James P. Brown.

Q. Where does Mr. Brewster live?—A. At Chippewa Falls.

Q. And Mr. Brown?—A. At Williamsport, Pa.

Q. How many contracts with the Indians did Cosgriff & Gilbert have?—A. I think some fifteen or seventeen, or about that number.

Q. How many million feet did you estimate the contracts would produce?—A. They said they would run from 300,000 up to 1,000,000 on an "eighty."

Q. And you said there were fifteen?—A. Yes, sir; I think sixteen or seventeen.

Q. Have you those contracts?—A. No, sir; I think they are up there at the reservation.

Q. Do you know the names of the Indians with whom contracts were made?—A. I could not remember them.

Q. Did Cosgriff & Gilbert make contracts with any other Indians?—A. No, sir; I think that is all.

Q. And this \$30,000 of capital was intended to be used in handling those fifteen contracts?—A. Yes, sir; and getting teams and everything to get the business going.

Q. You never have seen any of the contracts?—A. Yes; I have seen some of them.

Q. Have they been sent to the Interior Department?—A. Only two of those contracts were sent; they were all ruled out except three.

Q. Then that made about fifteen, but Agent Gregory accepted only two?—A. Yes, sir. Sherman and Henry had contracts which were dated before, and I do not see how he could do otherwise.

Q. Did you expect that you could get out without a loss of \$30,000 worth of property on there, with only two contracts?—A. Oh, no, sir; I did not expect it then.

Q. Have you made any additional contracts since?—A. The last I heard from Cosgriff was that he expected to make more for next year.

Q. But for this last winter?—A. No, sir; no more.

Q. With whom were these two contracts which were approved made; I mean with what Indians?—A. I can not remember the name.

Q. Have you any memorandum of it?—A. No, sir; I have not.

Q. Has Cosgriff & Gilbert, or yourself, been doing any logging this winter except on these two contracts?—A. No, sir.

Q. Are they two "eighties"?—A. Yes, sir.

Q. How much timber is there on them both?—A. It was 1,168,130 for one "eighty," which was cut clean, as I understand it, of pine timber, and off of the other "eighty," 669,470, and then they stopped cutting any more; that was all they cut.

Q. Then 1,800,000 is about all that you have cut?—A. Yes, sir; 1,838,000.

Q. And at \$2 a thousand that would be less than \$4,000?—A. Yes, sir. I figured up that one "eighty" would make about, I think it was, \$29 to the acre.

Q. At \$2 stumpage it would be less than \$4,000?—A. Yes, sir.

Q. That amount of business would not justify the employment of this \$30,000 of capital?—A. No, sir. They went to work right adjoining some of this and put in logs for another party to try to get out without loss and to help feed teams.

Q. When did this business of making contracts for next year begin?—A. I do not know. The last time I saw Cosgriff he said he was getting up some more contracts.

Q. When was that?—A. Some few weeks ago; I do not remember when, just now. I do not know how long he had been at it and I do not know how many he had; he did not tell me.

Q. Where did you see him?—A. At Chippewa Falls; he came down there.

Q. How long ago?—A. His family live there, and he came down there two or three weeks ago.

Q. When did you understand that he commenced making these contracts for next winter?—A. I do not know how long ago it was.

Q. Did he tell you that these contracts were being made with Indians before the allotments were made to the Indians?—A. I do not know how that was.

Q. Did you understand that he was making them with Indians before allotments were made?—A. I did not understand that the Indians had received their allotments.

Q. You understand that the contracts he was making were made before the allotments were approved?—A. Yes, sir; I understood so.

Q. How many contracts did he tell you he thought he should get for the next year?—A. A dozen or more.

Q. Did you authorize him to go on and make contracts for next winter?—A. Yes, sir.

Q. And your object is what?—A. To get out in some way; we have to drive out these logs.

Q. And to get out of this business?—A. Yes, sir. We want this summer to fix up the stream and before snow comes try to get these logs out if we can.

Q. Have you an understanding with Agent Gregory this time that you may have your contract ratified?—A. I saw him some time ago and he said he did not know what was to be done, that he could not tell.

Q. You have no understanding with him about it?—A. No, sir. He said I would have to take my chances, as he did not know what would be done; he did not know what the Government would do.

Q. Have you any knowledge of these contracts except from conversation with Cosgriff?—A. No, sir; I have not seen any of them; I have not been up there since last February.

Q. What amount of timber do these two contracts that Cosgriff got call for; what amount does each call for?—A. All that was on the land, I think.

Q. Do they name the amount?—A. Their contracts were to put it on a stream, but Agent Gregory said they must guaranty so much to the Indian, I understood; he said they must guaranty \$2.

Q. And the price named in the contract was what?—A. I think it was from \$5.50 to \$6 or something like that.

Q. That was the nominal price?—A. They were to give that to the Indians for putting the logs in, but they must guaranty the Indian so much anyhow.

Q. So that really the price under the contract was a stumpage guaranty?—A. Yes, sir; that was all.

Q. And that was \$2, you understood?—A. Yes, sir; the Indians were not in any shape to put in logs, I understood.

Q. The contract specified a certain quantity of timber on the face of the contract?—A. I do not remember about that; they would say "about so much," I think.

Q. How many men has Cosgriff been employing there this last winter?—A. He worked putting in some logs for another party outside of the reservation; he had one camp there and he put another camp on the reservation after New Year's, and worked about forty men in each. Some of the men were working building a dam and cleaning the stream. I think he had about eighty men employed altogether.

Q. How many of those were whites and how many Indians?—A. They were all white men on the job which was outside of the reservation, and he had white men for foremen. On the reservation they had a half-breed, Surveyor was his name, as foreman. He employed all the Indians that he could, but he could not employ more than half Indians and half white men. I told him to work all that he could of the Indians and give them all the work that they would do. I think Indians will work better on the drive than in the woods; they claim they are not much good in cutting logs.

Q. Do you think, on the whole, that yourself and Cosgriff & Gilbert were well treated by the agent?—A. I think we were.

Q. You have no complaint to make against him?—A. No, sir; I do not complain.

Q. And you have no cause of dissatisfaction which prevents you from going on and making some contracts for next winter?—A. No, sir; I would try to get out; and if I was out I would not go back again, that is one thing certain.

Q. Now you may state some more sales of logs that you have made down at Beef Slough this season.—A. I think I have named all the parties I have been selling to; I have been selling all the spring.

Q. What prices have you been getting?—A. The same prices all the time; I have not changed.

Q. Name some of the parties to whom you have sold.—A. I did that before; to the Anthony Company, to the C. W. Robinson Company, the Tabor Company, and the Empire Lumber Company, and others.

Q. But in the sales you have made you have got about the same price for first and second class logs?—A. Yes, sir.

Q. Did you state the total amount you had sold? You said you had about 20,000,000 down there.—A. I have some rafts on hand that have accumulated.

Q. How many million feet have you sold at Beef Slough within the last six months?—A. I must have sold over 12,000,000 this spring which is past.

Q. Is there a sale for logs at all times of the year there?—A. Only in the sawing season.

Q. What season is that; what time do you intend to get the largest run of logs there?—A. We have to quit about the first of November.

Q. The selling season is when?—A. In the summer and up to the fall. The streams dry up a little at this time of the year, and some sales are made in the fall.

Q. Do you expect to have, ordinarily, logs laid over at Beef Slough?—A. I have sold all up to last fall, but some rafts were left there which got away in the spring flood which were sold to parties, but they have to stand the risk until they come and take them with the boat.

Q. Where are logs laid up in the winter?—A. Just below, at different places.

Q. Is there any difficulty in taking care of them?—A. Yes, sir; a good deal. And then there are some in the slough. I think I had about half a million in the slough that got away.

By Senator FAULKNER:

Q. As I understand, of the eighty men that Cosgriff worked last winter a part of them were on the reservation and a part off of it?—A. Yes, sir.

Q. The contracts that he is getting up for next year, that you speak of, are contracts made with Indians but not approved by the agent?—A. Yes, sir.

Q. And they are of no validity until they are approved?—A. I do not suppose they are.

Q. So that the object of his making these contracts now is to get the dates ahead of the other men?—A. Yes, sir.

Q. In case the Government shall let him go on with the work?—A. Yes, sir; so as to get his dates in, I understand.

Q. Do you know, of your own personal knowledge, whether any of the contracts were made before the land was allotted there, or simply before the allotment was approved by the Department?—A. I do not know which way it was; I do not know whether they were allotted or approved or not. But I understood from Agent Gregory he came there as soon as he got his instructions, and that was not until New Year's; he had gotten his instructions a short time before, I understand.

Q. It is not the custom to buy logs up the Flambeau River by grade, is it, by first or second grade?—A. The Indians do not buy that way, I understand.

Q. And in the number of instances in which you say you bought lumber there there are but few in which you paid for first and second grade?—A. I bought most all of one grade.

Q. And is that the general principle in buying at headwaters?—A. The pool have been buying them by grade heretofore, but not so much this year. Heretofore they were grading them. As I have been buying them most all I have bought were right through.

Q. Although when you get them down to Beef Slough you grade them there yourself?—A. Yes, sir; grade them there myself.

Q. I understand, then, you think there is a difference of \$2 between the value of logs on the Flambeau River, where you purchased, and the logs on the Flambeau Reservation, where you had to drive them through these small streams?—A. I would think so, without improvements. I have spent more than \$2 a thousand for what I have got there trying to make improvements, and I have not got my logs yet. The improvement is the expense.

Q. And what enters into that \$2 is the risk of the loss, the fact that you can not get them out the year that you purchase them in for sale, and the cost of getting them through these streams; those three items enter in as the most of the cost and make up the difference between the value of the timber there and where you bought it below?—A. That is the way it was proved to me.

By the CHAIRMAN:

Q. Do you mean to say it is worth \$2 a thousand to get any logs out from these smaller streams to the main stream?—A. I have spent over \$2 for those, and I have not got them yet. I have been building a dam, cleaning the stream out, and trying to drive them in, and I have spent over \$2 a thousand on all the logs I have got there.

Q. You have spent \$4,000, more or less?—A. Yes, sir; I have spent more than that on them and have not got any of them out yet.

Q. And that is part of your \$30,000?—A. Yes, sir; I have over \$35,000 in there now, I think.

Q. Where are those logs now?—A. In Little Bear Creek. I can not get them out.

Q. You have done all that simply to get these logs out?—A. Yes, sir.

Q. Are there no other logs up there except these which belong to you?—A. There are none in that place except those that belong to me.

Q. You are building that dam to get out those logs?—A. No; there are some logs that the Norton Company have there, too.

Q. You have a contract to get them out?—A. Cosgriff had.

Q. How many logs belonging to the Norton Company?—A. A couple of million.

Q. Then the expenditure you have made is applicable to those logs as well as to your own?—A. Yes, sir.

Q. When you said it cost you \$2 a thousand, did you mean on your own logs?—A. Yes, sir; I have spent on the drive and on the dam between \$5,000 and \$6,000.

Q. Did you spend it with reference to getting out these logs that Cosgriff had contracted to get out?—A. Yes; I would not have done it except for that; I would have abandoned them.

Q. You mean, then, you have spent that amount to get your logs and the others out?—A. Yes, sir; I have spent at least \$3 a thousand.

Q. You made those expenditures on this estimate, expecting to get out a great deal more timber, did you not?—A. I did not have any but those two "eighties" then, but I expected to get more afterwards.

Q. Did you make this contract with the Norton Company, or did Cosgriff make it?—A. It was Cosgriff.

Q. What did he charge them for getting out their logs?—A. I think \$3.50 a thousand. He had nothing else to do. They were on the bank of the stream, and he said he must build a camp and do something, and he contracted to do it.

Q. Did he agree to cut the trees and bank the timber and get it out of the main river for \$3.50?—A. He was at first to bank it somewhere else and then he banked it there. I do not know how the contract ran; I do not know that I ever read the contract, but I allowed him to go on. He was at work there before he got these other contracts.

Q. What contract did he make, as you understand it, with the Norton Company with reference to their logs?—A. I think his first contract was to draw them to another stream about 4 miles, and then afterwards he banked them here.

Q. He cut the logs and got them out for them?—A. Yes, sir. He was there with his teams and had to be doing something, he said.

Q. And he did it for \$3.50 a thousand?—A. Yes, sir; I think so.

By Senator FAULKNER:

Q. Is not the chairman mistaken in his idea that the \$2 difference that you speak of is simply made up of the cost of driving; is it not also, as I understand you, the fact that you would not get the logs out during the year and the probable loss?—A. I make it up in losing the sap in the logs, the interest on the money, and the extra expense of getting them out; that is the way I make up that \$2 per thousand. But I have spent more than \$3 on those logs this year; at least, I think I have. I have had men working all winter, and had sixty men trying to drive there along time, and they give the drivers \$3 a day.

TESTIMONY OF WILLIAM A. RUST.

WILLIAM A. RUST, having been duly sworn, was interrogated as follows:

By Senator FAULKNER:

Q. Please state your age, residence, and occupation during the last fifteen or twenty years.—A. I am forty-two years old; reside at Eau Claire, Wis., and am a lumberman.

Q. What have you been doing as a lumberman during the last ten or

fifteen years?—A. I have been interested in several different concerns. I have had the principal management of the Eau Claire Lumber Company, whose headquarters are at Eau Claire, Wis. My interests in the other companies have been managed by other people, except that I have had a general supervision over the business. When I say "general manager," I mean taking charge of all the departments of the business.

Q. What experience have you had during the last ten years, say, in the purchase of timber and in the sale of logs, or the purchase of logs or timber, and in the sale of timber?—A. I have had considerable experience in the purchase of timber in the last ten or fifteen years. I have made the purchases for the Eau Claire Lumber Company, the largest purchases, however, in connection with our president. They will aggregate several hundred million feet, scattered on the waters of the Chippewa and on the Lake Superior shore. I have also sold for myself and these companies several million feet of timber. The sales which I have made are only on the Chippewa. I have also purchased for this company (and by "this company" I mean the Eau Claire Lumber Company) a great many logs, but none within the last three years. I have never sold any logs.

Q. What companies are you connected with?—A. On the Chippewa I was connected with the Eau Claire Lumber Company, who have sold their property to the Mississippi Logging Company. I am now managing that part of their property, and am also connected with the Westville Lumber Company, the Badger State Lumber Company, and those three companies are stockholders in the Chippewa Logging Company, generally called the "pool." I am also interested in the Chippewa Lumber and Boom Company, which is not connected with the pool, and yet the stockholders of the pool own its stock. I am also connected with the Superior Lumber Company at Ashland, Wis., and with the Rust & Owen Company at Drummond, Wis. Those are all the manufacturing companies I am interested in.

Q. Are you familiar with the timber upon the Flambeau and Court Orielle Reservations?—A. To a certain extent I am.

Q. To what extent are you acquainted with the quality and value of that timber.—A. I have traveled through those reservations and I have also had the opportunity of getting reports from others who have traveled through them who have been in the employ of the Chippewa Logging Company in the purchase of logs that were cut on these reservations.

Q. Are you interested, either as an individual or as a member of any of the companies you have named, in timber lands adjacent to or near either of those reservations?—A. I am.

Q. Can you state whether or not the character of the timber on the land in which you are interested is similar in character and value to that on those reservations?—A. It is.

Q. Are you familiar with the mode of logging in that section of the country?—A. I am.

Q. Have you purchased any timber land on the basis of its stumpage within the last year or two near to or adjacent to those reservations?—A. I have not.

Q. How far from those reservations have you purchased?—A. I purchased timber by river 100 miles below, on Flambeau.

Q. When was that purchase made?—A. Last summer.

Q. What did you pay for stumpage in the purchase of timber?—A. I paid \$4 a thousand.

Q. Explain what makes that worth \$4 a thousand at the point where

you purchased?—A. The quality of the timber was first-class; it was very large and very fine and all white pine. It was on a stream called the Flambeau, which has been driven for a great many years, the improvements all having been made and the cost of driving to the boom being small. The land also was well located, was convenient to water, and it was easily banked.

Q. How about the risk of loss after putting it in the water?—A. There is very little risk.

Q. How about the facility of getting it to market the same year that it was cut?—A. Good.

Q. Can you state what were the improvements made, if any, in the streams adjacent to the Flambeau Reservation last year?—A. There was a dam built on the South Fork of the Flambeau—booms, etc., built there and the river improved. There was a dam built on Bear Creek, a dam built on the North Fork of the Flambeau, and the streams improved from the dams down.

Q. Those were the improvements existing there last year?—A. They were built late last fall and during the winter; but the building of those improvements was contemplated in the spring and a year ago last spring.

Q. Who built those improvements?—A. The Chippewa Logging Company built the improvements on the North Fork and on Bear Creek and A. M. Sherman made the improvements on the South Fork.

Q. Do you know on what streams the timber was contracted to be cut on the Flambeau Reservation during last winter?—A. On Bear Creek and South Fork.

Q. Those are the ones you have mentioned which were improved during the fall and winter?—A. They are.

Q. In entering into a contract for stumpage prior to these improvements and contemplating the necessity for them, would not that have been taken into consideration in estimating the value of the stumpage?—A. It would.

Q. In other words, if those improvements had been made prior to the contract the stumpage would have been worth more?—A. It would.

Q. What, in your judgment, would have been a fair stumpage value at the points on the reservation where the timber was contracted for for last winter on the Flambeau Reservation, taking into consideration the fact of these contemplated improvements to be made?

The WITNESS. On the lands that were lumbered?

Senator FAULKNER. I mean on the lands that were contracted for.

The WITNESS. I can only answer that question by stating what I have heard and what I know as to the reservation generally. I do not know which lands were cut; I do not know which descriptions were cut on.

Senator FAULKNER. I can give it to you this way, then: You have given the two streams that were improved. The timber was cut from half a mile to 3 miles back from those streams. Now, what would be the value of the stumpage contracted for during last summer and before the improvements were made that were made during the winter?

The WITNESS. I would say from \$2 to \$2.50.

Q. You then make a difference between the stumpage purchased by you 100 miles down the river and the Flambeau Reservation stumpage of \$1.50 only?—A. I think it is worth \$2 more, at least.

Q. Your opinion is that the difference, then, between those two points under all the surrounding condition of things is \$2?—A. On this timber that I purchased it is nearer \$4; this identical purchase that I made

Q. Then it would not be worth anything at Flambeau, would it; you gave \$4?—A. Yes, sir.

Q. What would it be worth?—A. I think it would be worth from \$2 to \$2.50.

Q. Then, as I stated, there is only a difference of \$1.50 in stumpage between those two points?—A. That is true on paper, but the logs cut on those lands which I purchased are worth in any market \$3 a thousand more than Flambeau logs.

Q. Then if the stumpage is worth \$2.50 at the Flambeau Reservation and you bought this at \$4 you got a good bargain at it, it being worth \$3 more for lumber?—A. I think I did.

Q. In contracting for stumpage what margin would be fair and just to the contractor, taking into consideration all the risks that he has to run?—A. From \$1 to \$1.50 at least.

Q. Over and above a legitimate profit, as I understand it?—A. Yes, sir.

Q. The risk itself would be worth from \$1 to \$1.50 in addition to the legitimate profit?—A. It would.

Q. Do you know or can you state from your knowledge of the timber what the stumpage would be fairly worth on the Court Oreille Reservation?—A. I think from \$1 to \$4 a thousand.

Q. Is the timber on that reservation superior to that on the Flambeau?—A. A small portion of it.

Q. Then the average price on that reservation would be \$2.50?—A. I would think the average would be \$3.

Q. In your estimate of value of that stumpage do you take into consideration the employment of Indian labor in cutting the timber?—A. I do not.

Q. Where one-half of the hands employed would be Indian laborers what difference per thousand would you make between the value of stumpage so purchased and where the timber was to be cut by white men?—A. Fifty cents. I will say here that I would not employ any large number of Indians nor depend upon them to do any logging.

Q. Are you sufficiently acquainted with the business of logging to express an opinion as to the average profit or loss made by those engaged in the business on the Indian reservations?

The WITNESS. Do I understand from your question whether I know what those men have made?

Senator FAULKNER. That is whether, as a general thing, those men make money or lose money or come out about even; that is the meaning of the question.

The CHAIRMAN. If you have not the means of knowledge I would not like to have you answer.

The WITNESS. I do not know that I get that yet exactly. As I understand, you wish to know whether I know enough about this loggers' business to know what they have made?

Senator FAULKNER. What they make, if anything, or what they lose, or if they come out about even?

The WITNESS. I think they have all made money.

Q. Has their profit been a legitimate profit or has it been a profit in excess of a fair and legitimate profit for the risks taken?—A. I think it would be legitimate.

Q. Are you acquainted with the habits and customs, so far as they relate to labor, of the Indians on those reservations?—A. I am acquainted with the general idea that the people have with regard to Indian labor.

Senator FAULKNER. I do not think that would be fair to base an opinion upon. Have you not been on those reservations and seen them working?

The WITNESS. I never have been on there and seen them working.

Q. Do you feel competent, from your knowledge of the condition of things upon that reservation, to express an opinion as to the propriety of requiring a guaranty of stumpage or a contract to enable the Indians to bank the lumber and to be paid so much per 1,000?—A. I think it is a very wise provision.

Q. Why do you think so?—A. It throws the risk of the business entirely on the purchaser.

Q. Do you know whether the Indians themselves could do this cutting and banking of logs?—A. I doubt it.

Q. Can you state to the committee what amount of capital would have to be invested in order to cut 1,000,000 feet of lumber during the season?—A. It would require from \$1,500 to \$2,000 for a "kit," and that depends on the distance to haul, and the condition of the country. It would cost from \$3,000 to \$4,000 for banking it.

Q. And in addition to that it would take the \$1,500 or \$2,000 for a kit?—A. Yes, sir; it would.

Q. Does a kit include provisions necessary for a camp during the period of cutting?—A. It does not.

Q. Would not that also have to be added to the general capital employed in cutting that 1,000,000 feet of lumber—the cost of provisions?—A. Not when you are figuring the cost of banking the logs at \$3,000 or \$4,000; that would include the provisions.

Q. Do you know of any one in that section of the country who has ever credited or advanced money to Indians for the purpose of logging?—A. I do.

Q. To what extent?—A. I can not say.

Q. Was it advanced to half-breeds or to full-blood Indians?—A. I understand to both.

Q. Who advanced it?—A. Well, there was Dobie & Stratton, England & Thomas, the Valley Lumber Company, Dan McDonald, Tom Gaynor, Peter Bergevin, A. M. Sherman, Henry & Leonard, and P. Hynes.

Q. Did those men advance this money direct to the Indians who had charge of the cutting of those logs, or were they the agents of those parties?—A. I understand they made it direct to the Indians.

Q. I suppose, from your previous answers, that you have on your own land, and on the land of others which have come under your observation, seen a great deal of timber cut in that section of the country?—A. I have.

Q. What is the usual custom there in reference to cleaning the land or leaving a portion of each section standing?—A. It is not the custom to leave timber standing, but it is the custom to leave timber that will not scale merchantable from 33 to 50 per cent. in the woods.

Q. But all merchantable timber it is the custom to cut clean?—A. It is.

Q. Why is that?—A. The timber that will not scale from 33 to 50 per cent. merchantable is not worth hauling.

Q. But why do they cut clean all that is merchantable?—A. For the reason that there is profit in cutting that part of it.

Q. How about fire and wind on it if you leave part standing?—A. I would not leave any standing.

Q. But if you did leave any standing?—A. It would be destroyed.

Q. That is the judgment of those engaged in the business, is it?—A. That is the experience of those acquainted with the business.

Q. In your opinion, then, based upon experience, where allotments of 80 acres are made to Indians, it would be to their interest, would it, to cut it clean or to leave one-quarter of the timber standing?—A. To cut it clean.

Q. And the reason of that is because it would be subject to fire and to being blown down if left in small quantities?—A. Yes, sir; I think it is.

Q. Is it difficult to get the provisions and other necessaries used in logging on the Flambeau Reservation?—A. It is.

Q. And does that add anything to the cost of the parties operating there and lessen thereby the value of the stumpage?—A. It does.

Q. What causes the greater expense there than at other places, if any?—A. It is the length of haul and toting in their supplies on the roads, which are generally bad, always bad except in the winter, and the expense of sending men from the railroad depots to the camps.

Q. How far is the railroad depot from the reservation?—A. Somewhere about 37 miles, I think.

Q. Can you state what is the average loss in the driving of those logs from a point as high up the river as Flambeau down to the point of sale, from your own experience in the business, I mean?—A. I should say at least 15 per cent.

Q. What effect is there upon the timber after it is put into the streams and you are not able to get it to the point of sale during the year in which it was cut?—A. The worms will work into some of the logs and the sap will stain.

Q. To what extent would loss be incurred by reason of that defect in the timber the succeeding year?—A. I should say 5 per cent.

Q. Is it usual, in the way in which business is done, to get logs cut on the Flambeau Reservation to the point of sale in the spring or summer of the year in which they are cut?—A. It is an impossibility.

Q. Did you purchase any logs that were cut on the Court Oreille or Flambeau Reservations last year or the year before?—A. I did not.

Q. Did any one with whom you are interested?—A. The Chippewa Logging Company purchased logs there.

Q. Do you know the price they paid for them?—A. I do.

Q. Will you state it to the committee?—A. They paid last year to Sherman \$8.35 for his logs driven out of Bear Creek into Flambeau; that is, on the Flambeau Reservation. They paid Dobie & Stratton \$7.45 for most of their logs, and they bought a few long logs at \$7.90.

Q. Where are Dobie & Stratton?—A. On the Court Oreille Reservation. Those logs were delivered, a portion of them, in the west fork, and a portion of them in the main Chippewa. The logs were purchased by the Chippewa Logging Company on the Court Oreille as a body on the bank, but Dobie & Stratton made a bargain with the Mississippi Logging Company to drive them out of the Court Oreille at 25 cents a thousand, and they were to deliver the logs on the Little Chief into the west fork, which costs \$1 per 1,000, and England & Thomas received \$7.50 for theirs under the same conditions.

By the CHAIRMAN:

Q. Are those the same purchases that Mr. Weyerhauser testified about last evening?—A. They are the same purchases, and he and I differ only in the matter of the purchase of these logs, not as to the price, but as to the delivery of the logs.

Q. But not as to the sum or figure, only as to the conditions of sale?—
A. Not as to the sum paid Dobie & Stratton, but as to the delivery of the logs we differ.

Q. Do you differ in your recollection?—A. Yes, sir; we do. However, I am sure I am right about it.

By Senator FAULKNER:

Q. What I want to understand is this: You paid Dobie & Stratton \$7.45?—A. Yes, sir.

Q. And they had to expend \$1.25 to deliver them to you?—A. They had to expend on a portion of those logs \$1 per 1,000, and on the balance 25 cents. They also had to drive the logs that were put into the lakes at the head of the Court Oreille and deliver them over the dam, which is built near the lakes, to the Mississippi Logging Company. That expense I do not know anything about. I do not know what it cost them.

Q. If they had to pay \$1 in order to get them from the bank to the point where they delivered to you they realized but \$6.45?—A. That is right.

Q. And in the other case \$7.20?—A. Yes, sir.

Q. What did Sherman have to pay on the Flambeau Reservation to get the logs from the bank to the point where he delivered them to you for which you gave him \$8.35?—A. It was 75 cents on Bear Creek. Sherman put some logs into the south fork and he had to deliver those over the Pike Lake Dam, and the price was something near 60 cents. I will not be positive as to the exact figure, but if you will allow me to jog my memory by asking Captain Henry, who is here and who knows all about it, I can tell you.

Captain HENRY. It was 65 cents, which includes the driving and towing of steam boats across the lakes.

Q. Then he realized \$8.35, less the 75 cents in the one case and the 65 cents in the other that he had to pay in order to deliver them?—A. He did.

Q. Which was \$7.70 on one lot and \$7.60 on the other?—A. Yes, sir.

Q. What difference do you make in estimating the value of stumpage between white pine and Norway pine?—A. I should estimate the difference on the poorest grade of white pine—

Q. Take the average.—A. I should say \$2.

Q. On the Flambeau Reservation is there much Norway pine?—A. There is considerable.

Q. How is it on the Court Oreille?—A. There is considerable on the Court Oreille.

Q. And if an 80-acre tract is cleared, of course those two grades or kinds of pine timber will be found intermixed there?—A. They will.

Q. And that lessens, of course, the general value of the stumpage?—A. It does.

Q. Will you state to the committee what the duty of a scaler is?—A. His duty is to grade the logs, see that they are properly marked, scale them properly, mark the number of the logs on the ends of the logs, and keep a record of those numbers with the scale of the log placed opposite on a book kept for that purpose.

Q. For what period of time is he required to be constantly in the performance of that duty?—A. A number of months—three, four, or five months during the winter, depending on the winter we have.

Q. Do you know what is the general, usual, and customary price for scaling in that section of the country adjacent to the Flambeau and

Court Orieille Reservations?—A. I do not know of any contracts which have been made for scaling, but I have an idea as to the cost of scaling.

Q. Upon what is that idea based?—A. Upon my actual experience.

Q. What is the cost of it?—A. The cost of scaling depends on the size of the camps and their closeness together. Take large camps, where one scaler can do the work, and I think that 5 to 6 cents would cover the expense. Take medium-sized camps, and the expense would be from 6 cents to 7 cents; and in smaller camps, that are scattered over the country, where it requires a large number of men to scale a small number of logs, it would cost from 8 cents to 10 cents a thousand.

Q. Assuming that there are seven or eight contractors upon the Flambeau Reservation cutting timber during the five months, what would you consider to be a fair and reasonable cost of scaling to be paid for that work?—A. In answering that question I would like to ask if this scaling is to be done by a party who hires scalers to do the work and who is to superintend the work?

Q. Assuming that to be true, what would you say?—A. I would not take a contract to do it at much less than 8 to 10 cents a thousand.

Q. I will ask you whether or not you have purchased in that section of country any other tracts of timber than those you have mentioned?—A. I have.

Q. Within what time?—A. Within the last two years.

Q. Where were those tracts purchased?—A. They were purchased on Lake Superior, west of Ashland, and last year a tract was purchased about 40 or 50 miles west of Ashland, on the Lake Superior shore, by a friend of mine, in which I expect to take an interest, knowing the price which they paid.

Q. Were those points as accessible to market as the Flambeau Reservation?—A. They are.

Q. And what was the difference in the character of timber between the Flambeau Reservation and those points?—A. Very little, if any.

Q. Will you state what was the value of the stumpage that you paid in those cases?—A. The purchase that was made of stumpage cost \$1.50 a 1,000 two years ago, or it may be a little over two years; I will not be positive about the time. In the other purchase it was about \$1.50 to \$1.75.

Q. Were those large bodies of timber?—A. They were.

Q. Is it not more valuable to purchase a large tract of timber that way, by stumpage, than to purchase it in small tracts of 80 acres?—A. I think so.

Q. I will ask you this question: Taking it year by year for the last two years, do you regard \$2 a 1,000 stumpage for logs on the Flambeau and Court Orielle Reservations a fair price, where that sum is guaranteed to the owner of the land?—A. I think, under the conditions that existed and the labor and expense those parties have been at in opening up the Flambeau Reservation, that it was enough for the timber, unless they can cut more, to lessen the proportional expense of those improvements on their logs per 1,000. I do not think it is enough on Court Orielle.

Q. But do you not have to take into consideration in answering that question the fact that the contract is made by one of those contractors whose duty it is and obligation it will be to open up those tributaries on the Flambeau to get the logs out, and that he may only have the contract during that year and may have no contract during the succeeding year?—A. That is the reason I answer in that way. My answer is,

\$2 on the Flambeau under the conditions that existed, but \$2 is not enough on the Court Oreille.

Q. What, in your judgment, would be a fair price on Court Oreille, taking it year in and year out?—A. From \$1 to \$3.50 a thousand.

Q. And what would the average be?—A. That ought to average \$2.50.

By the CHAIRMAN:

Q. Have all these companies with which you have been connected been buying logs which have come from Chippewa reservations?—A. No, sir.

Q. How many of them have been doing so?—A. None but the Chippewa Logging Company.

Q. Only that company at any time?—A. Yes, sir; only that one.

Q. Have you personally bought any other logs?—A. I have not.

Q. So that your knowledge which enables you to express an opinion as to the value of logs or stumpage on those reservations is derived from the operations of the Chippewa Logging Company?—A. It is.

Q. Have you yourself personally ever made any contracts?—A. Never.

Q. Have you made contracts for the Chippewa Logging Company?—A. Never.

Q. By whom have the contracts been made?—A. By Mr. Weyerhauser and Mr. Chinn, the secretary.

Q. How have you obtained your knowledge of the facts?—A. I am a director of the company, have access to the books, and consult with them about it.

Q. You have obtained your knowledge, then, by what you have learned from your connection with those companies?—A. From that and the books and from the men who are employed by them.

Q. In the way that any stockholder or director of a company knows of transactions of the company which are going on with which he is not directly connected?—A. Yes, sir.

Q. To what extent have you been on these reservations?—A. I never have been on any of them since there has been any logging on them.

Q. And that is within the last five or six years?—A. Yes, sir.

Q. I think you have stated that you never sold logs?—A. I will correct myself on that point. I said I had never sold logs. That is not literally true, as our company have every winter put in a certain quantity of logs which we turn over to the Chippewa Logging Company or to the pool, and we are allowed a certain price for those logs in the spring.

Q. Then of course you have parted with all your logs to the other members of the pool?—A. Yes, sir; we disposed of them to the pool itself.

Q. There is a nominal sale from one member of the pool to another member of the pool at a fixed price?—A. That is right.

Q. But as you are all interested in both companies the price is not so important as it would be if you were selling to strangers?—A. Yes, sir; for this reason, that the Eau Claire Lumber Company (with which I was interested before it was sold to the Mississippi Logging Company) owned of the Chippewa Logging Company's stock a one-seventeenth interest; consequently, when we put in 1,000,000 feet we sold 83 one-hundredths and retained 17 one-hundredths, and therefore I wanted all the money I could get out of it.

Q. In what way, when these companies are selling to one another, are the prices fixed, where the same parties own the stock in different

proportions?—A. The prices are fixed in the summer, on an agreement.

Q. Who makes that agreement?—A. We appoint three parties to examine the logs and scales during the preceding winter, and in the spring, after the scales have all been figured up and the books are returned to the office, a list is made out of those logs as to size, quality, and location, and the committee place a price on the logs at what they think is right, and a list is made of that, and the stockholders then meet or not, as they see fit, and examine this list, and if any complaints are made (if they are not satisfied and make complaints), those complaints are taken up and the matter is arbitrated.

Q. And sometimes the price is changed of particular lots of logs?—A. Yes, sir; sometimes we do not allow enough.

Q. When this process is over who determines what members of the pool shall have particular lots of logs?—A. The logs are all mixed up in a common bunch together.

Q. Different grades of logs?—A. Yes, sir; the logs are all mixed in running down the rivers.

Q. They are not all in one lot, all those logs which are divided out among the pool?—A. No, sir; I will explain it to you in this way: For instance, here is a river 200 miles long with logs scattered its entire length, banked here and there. They will commence putting the logs in, and as they are put in they will catch on the banks of the streams, all along, so that sometimes logs which are put in at one place (a few of them) will run right through to the lower end of the river, and then as they drive down they keep intermingling, so that by the time they are at the mouth of the river you will find some logs from every stream and of every mark mixed together in the boom.

Q. What become of the pool logs under those circumstances?—A. The pool logs are divided up then by this same committee. For instance, I am on the Chippewa River and have a saw-mill; I open my boom and I let 1,000,000 or 2,000,000 feet in and close it. Another party owning the next mill below me does the same, and we continue that operation until we get beyond all the mills, and then the logs run into Beef Slough. There is a man appointed by the pool, by the company, to see that those logs are distributed correctly as to size and quality. We depend upon size as determining the quality of the logs, and during the summer if one party has received logs of a larger size than another, he turns the larger logs out and takes smaller ones, so as to equalize the smaller ones.

Q. Who compels him to do that?—A. The Chippewa Logging Company. They own the log until the party has his scale rule on it. They boom at the mill. They do not part title with the logs at all.

Q. What become of the logs of other parties not belonging to the pool?—A. If they are destined for Beef Slough they are run right through; they are pushed out and sent ahead.

Q. With the exception of those sales in the pool, you have not sold logs?—A. I have not.

Q. And you have been connected with buying logs as you have stated?—A. I have.

Q. But am I to understand that you have not in this three years bought any of the logs yourself?—A. I have not.

Q. What other business have you had for the last fifteen years except in connection with lumber companies?—A. I have been connected with what we call a bank up there in that country.

Q. Where?—A. At Eau Claire.

Q. As a stockholder or director?—A. Yes, sir.

- Q. Have you held any other position in connection with the bank?—
 A. I have been president of the bank.
- Q. Have you bought lands; are you a large land-owner individually?
 —A. No, sir.
- Q. Have you ever made purchases of lands personally?—A. Yes, sir.
- Q. When did you begin to buy lands in Wisconsin?—A. In 1868.
- Q. How extensive have been your purchases of lands?—A. I have purchased a great many thousand acres.
- Q. Have you held them or sold them?—A. I sold some and held some until within three years ago; in fact I own an interest in some lands now left to me by my father.
- Q. But of your purchased lands?—A. They are all sold.
- Q. Have you entered lands under the land laws of the United States?—
 A. I have.
- Q. Have you located lands with land scrip which you have purchased?—A. I have.
- Q. How extensively?—A. Very extensively.
- Q. Where?—A. In Wisconsin and Michigan.
- Q. Do you know Col. John H. Knight?—A. I do.
- Q. Was he ever register of the land office in Wisconsin?—A. He was.
- Q. In what years?—A. I think in 1872.
- Q. How many years was he in office?—A. I could not state.
- Q. Was he in office for several years?—A. Yes; to the best of my remembrance.
- Q. What was his land district?—A. Bayfield.
- Q. What extent of country did that district embrace?—A. A large extent of country on the south shore of Lake Superior.
- Q. What portion of the State of Wisconsin?—A. I should say very nearly one-eighth.
- Q. How extensively did you acquire title to lands in that district while he was register?—A. Very little. I will say that I did not acquire any while he was register of the land office.
- Q. Who was register when you acquired the title to lands in the Bayfield district?—A. I can not remember now who the party was. I can give you the number of acres that I purchased.
- Q. I would like you to do so, and also state the period of time over which these extensive purchases of yours in the Bayfield district extended?—A. I made no extensive purchases. I purchased there 320 acres; eight "forties" is all that I ever purchased in the Bayfield district individually from the United States Government.
- Q. Where have been the other purchases?—A. In the Warsaw district and in the Eau Claire district.
- Q. Have you ever held any Federal office yourself?—A. No, sir.
- Q. Please give the committee some idea of the extent of your land purchases in all three of those districts.—A. I will commence by saying that when I was a young man I made it my business to explore for lands, wooded lands, in the States of Michigan and Wisconsin. I commenced that business twenty-two years ago. I followed the business about four years and explored all the lower peninsula of Michigan and the upper peninsula of Michigan, in the Warsaw and Eau Claire districts, and purchased during that time 250,000 acres of land, to the best of my recollection; I can not give the exact figures, it is so long ago.
- Q. And nearly all of that 250,000 acres has been sold again?—A. It has all been sold except this small amount that I received from my father.

Q. Were those timber lands?—A. Yes, sir; all pine lands.

Q. Did you sell any of those lands to the Superior Lumber Company?—

A. I never did.

Q. Did you make all your purchases alone, or have you been associated with others in making purchases?—A. I have been associated with my father and my uncles principally.

Q. Entirely?—A. No, sir.

Q. With whom else have you been associated in the purchase of lands?—A. I have been associated with E. B. Ward, of Detroit, Mich., who is a relative of mine; with a man named Johnson, in Chicago, and with a man named Potter in the city of Cleveland, all three of whom are deceased. That is all, outside of my own family.

Q. Have you ever made any purchases of land or had any land dealings in connection with Mr. Vilas?—A. Never.

Q. Have you been associated with him in business in any way?—A. Yes, in the Superior Lumber Company, as brother stockholders.

Q. What amount of stock have you in the Superior Lumber Company?—A. I have \$30,000 in stock and control thirty millions.

Q. When you speak of that control, what do you mean?—A. I vote the stock.

Q. Is it owned by relatives?—A. Yes, sir; by my brother-in-law.

Q. Is that the only business association you have ever had with Mr. Vilas?—A. Yes, sir.

Q. You never have been connected with him in any business transaction whatever, except that you own, jointly, stock in the Superior Lumber Company?—A. That is all.

Q. How long have you been the president of the Superior Lumber Company?—A. I think four years, going on five.

Q. Did you help organize that company?—A. No, sir.

Q. How soon after its organization did you go into it?—A. I went into it about a year, or less than a year, after it was organized.

Q. And that was about how many years ago?—A. I believe it was organized in 1882, as I recollect.

Q. Did you go into it at the same time that Mr. Vilas and Mr. Knight did?—A. I went into it at the same time that Colonel Knight did, and prior to the time that Colonel Vilas did.

Q. Mr. Vilas came in afterwards?—A. He did.

Q. Do you know Agent Gregory?—A. I do.

Q. Who first employed him for the Superior Lumber Company?—A. Mr. Fuller.

Q. You found him in the employ of the company when you entered it?—A. I did.

Q. Did you recommend his appointment as Indian agent there, orally or otherwise?—A. I did not.

Q. Has the Superior Lumber Company or any officer or stockholder in the company purchased logs from the Bad River Reservation?—A. No, sir.

Q. Has any officer of the Superior Lumber Company so purchased logs?—A. No, sir.

Q. Has any person connected with the company ever made any timber contracts with Indians on the Bad River Reservation?—A. I will answer by saying that no officer or stockholder has purchased logs on the Bad River Indian Reservation.

Q. I will repeat the question. Has any person connected with the company ever made any timber contracts with Indians on the Bad River Reservation?—A. I will answer no.

Q. Has Mr. D. A. Kennedy ever made any such contracts, to your knowledge?—A. I understand he has.

Q. Is he or not connected with the Superior Lumber Company?—A. Not as a stockholder, but as an officer.

Q. The question was whether any person connected with the company had made any contracts with the Indians for timber on the reservation. Will you please answer that question?—A. I have answered it, Mr. Chairman. I do not know that I understand you. Mr. Kennedy is superintendent of the Superior Lumber Company. If you mean by that that he is connected with the company, I will answer yes.

Q. Do you or not consider that the superintendent of a company is connected with a company?—A. Not so far as his private business is concerned.

Q. Do you consider the superintendent of a company as connected with the company?—A. I do, as an employé.

Q. Do you know anything about the circumstances connected with any of Mr. Kennedy's contracts with Indians in the reservations?—A. I do not.

Q. You have stated that all the purchases that were made of logs from the Flambeau Reservation were made directly, not by yourself, but by Mr. Weyerhauser or Mr. Chinn, the secretary?—A. I so stated.

Q. Have they made any purchases of logs from the Court Oreille Reservation, of which you have knowledge?

The WITNESS. Mr. Weyerhauser and Mr. Chinn?

The CHAIRMAN. Yes, for the Chippewa Logging Company?

A. Yes, sir; they have.

Q. And you have knowledge, as you have stated, of the business of the contractors who have made logging contracts with the Indians on those two reservations?—A. I have in a general way, the same as to contractors putting in other timber.

Q. You have had knowledge of their dealings with the Chippewa Logging Company?—A. I have.

Q. Have you knowledge of the extent to which the Chippewa Logging Company has made advances to those contractors?—A. I have not.

Q. You have not?—A. Not to give it in dollars and cents; but I know they have made large advances to them.

Q. How do you know that?—A. I have seen it on the books.

Q. To what contractor have they made the largest advances?—A. To Dobie & Stratton.

Q. On the Court Oreille Reservation?—A. Yes, sir.

Q. With whom have the next largest dealings been had?—A. It would be between England & Thomas and A. M. Sherman.

Q. With reference to A. M. Sherman, can you give any idea of the extent to which advances have been made to him?—A. I know at one time they advanced \$70,000.

Q. Is that the largest sum that Sherman Brothers have ever been in debt for to the Chippewa Logging Company?—A. The largest that I remember.

Q. Do you remember what year they owed that sum?—A. Last year.

Q. Do you mean 1887?—A. I mean during last year.

Q. Prior to the winter of 1887-'88?—A. No, sir; during the winter of 1887-'88.

Q. That is to say, the advances were not all made in a gross sum, but from time to time?—A. Yes, sir.

Q. Were those advances made in cash, or any portion of them in supplies?—A. In cash.

Q. The Chippewa Logging Company keep no stores?—A. No, sir.

Q. So that all its dealings with these logging contractors have been cash dealings?—A. Yes, sir; cash dealings.

Q. Do you know the present state of the account between the company and Sherman?—A. I do not.

Q. About what is it, as near as you understand?—A. I think it would be \$100,000—no, that is not so; they have credited him with his logs and it will reduce the account. I could not answer that question.

Q. You think the indebtedness to the company of \$70,000 has been largely reduced?—A. Yes, I think it has been wiped out.

Q. Do you not think it has been more than wiped out?—A. I think so.

Q. From the logs which have been received during the last year?—A. Yes; during this present year.

Q. Have you any knowledge of how many of the logs which have been received from them during the present year have been cut during the present year and how many cut on previous years?—A. No, sir.

Q. What is your impression about that? Of the logs which have been received that have canceled this indebtedness, how many were cut this year and how many cut previous years, if you know.—A. I would not think over 10 per cent. of them received at the present time were cut this year.

Q. Then you think that 90 per cent. of the logs received were cut last year?—A. I think 90 per cent. of the logs that were cut last year are still back.

Q. Do you mean last year?—A. I do not know how many of those logs which were cut last year have been received, but I would not think there had been to exceed 70 per cent. received. I want to be understood that by "last year" I mean the winter of 1886-'87. Of those logs I do not think to exceed 70 per cent. have received. Of the logs that were cut during the winter of 1887-'88, I do not think 10 per cent. have been received.

Q. Then you mean to be understood as saying that of the logs cut during the winter of 1887-'88, 90 per cent. are still back?—A. I think they are.

Q. And therefore this indebtedness of \$70,000 has been mainly discharged by logs which were cut in the winter of 1886-'87?—A. No, sir; the logs cut during the winter of 1886-'87 have been paid for in full. The logs cut during the winter of 1887-'88 have been credited up to Sherman on account.

Q. Without reference to the question of whether they have been received or not?—A. The logs have been purchased delivered on bank, and have been delivered.

Q. Then, recurring to my original idea, I want to know whether the \$70,000 of indebtedness has been discharged by logs which were cut in the winter of 1887-'88?—A. Yes, sir.

By Senator FAULKNER :

Q. When Mr. Gregory was appointed as Indian agent, was he in the employ of the Superior Lumber Company?—A. He was not.

Q. How long had he ceased to be associated with that company when he was appointed agent?—A. I think he left that company about two years before.

Q. Can you state whether or not if Mr. Kennedy, who was an employé of the Superior Lumber Company, made any contracts with the

Indians on the Bad River Reservation (which I understand you know nothing about) any of that lumber was for the benefit of the Superior Lumber Company?—A. It was not.

Q. And if he made any such contracts they had no connection with it?—A. None whatever.

Q. Do you hold any official position in the State of Wisconsin?—A. Yes, sir.

Q. What position do you hold?—A. I am a State senator.

Q. On what ticket were you elected?—A. The Republican ticket.

By the CHAIRMAN:

Q. What was Mr. Gregory doing when he was appointed Indian agent?—A. He was cashier of a bank in Ashland.

Q. Did he go from the employment of the Superior Lumber Company to the Ashland National Bank?—A. He did.

Q. And after remaining there as cashier for a year or two he was appointed agent?—A. Yes, sir.

The select committee then adjourned until Saturday, July 14, 1888, at 11 o'clock a. m.

WASHINGTON, D. C.,
Saturday, July 14, 1888.

The select committee met, pursuant to adjournment, at 11 o'clock a. m.

Present: Senator Chandler (chairman), Senator Platt, Senator Cullom, and Senator Faulkner.

TESTIMONY OF CHARLES H. HENRY.

CHARLES H. HENRY, having been duly sworn, was interrogated as follows:

By Senator FAULKNER:

Q. Please state your age, residence, and occupation during the last five or ten years.—A. I am forty-one years of age, reside at Eau Claire, Wis., and I am a lumberman.

Q. What part of the lumber business have you been engaged in during that time?—A. After the organization of the Chippewa Logging Company, and the Chippewa River Improvement and Log Driving Company, I was their general superintendent in the logging business, in the log-driving business, and the improvement of several streams, up to last fall. Early last fall I quit as superintendent of their logging business and went into business for myself logging, and this spring took general supervision of the driving business for them.

Q. Are you familiar with the character and quality of the timber upon either the Flambeau, Court Oreille, Fond du Lac, or Bad River Reservations, and if so, upon which?—A. I am acquainted with that on the Flambeau and on the Court Oreille Reservations.

Q. Will you state to the committee what experience you have had and what observations you have made upon those two reservations?—A. Prior to my logging on the Flambeau Reservation I had explored the country on which those reservations are located, traveling on the reservations as well as examining lands tributary to the reservations and adjacent to them; in fact, I had explored the whole northern part of the State

during the five or ten years that you speak of, and prior to that time, since 1871, and I had also examined logs while in the employ of the Chippewa Logging Company on those reservations and elsewhere. But last winter, attending to my own business, of course, I did not examine logs for them, and saw but very few except my own and others as I was passing up and down the rivers where the logs were landed.

Q. Have you transacted any business on the Court Oreille Reservation during the last two years?—A. No, sir.

Q. Have you on the Flambeau?—A. I have.

Q. Please state the character of the business you were engaged in on the Flambeau Reservation.—A. The logging business.

Q. With whom were your contracts made?—A. With the Indians living on the reservation.

Q. How does the timber on the Flambeau Reservation compare in quality and value with the timber for 100 miles below the Flambeau Reservation on the Flambeau River?—A. There are different classes of timber all through that section of the country. It would be much the same class of timber, but probably less Norway pine 100 miles below than there is up in that section of the country.

Q. Are you sufficiently acquainted with the timber on the Flambeau Reservation to be able to state what the percentage of Norway pine is upon that reservation?—A. I have estimated it at 25 per cent. of the whole amount.

Q. What is the difference in value between white pine and Norway pine?—A. Where white pine would be worth from, say, \$6.50 to \$8.50 per thousand feet the Norway alone would be worth from \$4 to \$5.50.

Q. Then, I understand from your answer that the larger the percentage of Norway pine in the timber, the lower the aggregate price of the lot?—A. Yes, sir.

Q. When did cutting commence on the Flambeau Reservation; are you personally aware of the date?—A. Yes, sir; I did the first work that was done on the Flambeau Reservation, which was one year ago last fall, and that work was the cutting of a tote road from the Indian village, in 40, range east, down to the north side of township 41, 4 east. They commenced in the latter part of November to cut this tote road.

Q. What was the condition of the streams penetrating that reservation at the time that work was commenced?—A. They were all unimproved, as there had been no logging or driving done from that section of the country, or for a long distance below the reservation, down the river from the reservation.

Q. Have those rivers since been improved?—A. They have.

Q. Can you state the probable amount of cost of the improvement of those streams which has been made?—A. That would be pretty hard to do without having the books present. I have not even figured up the expense of building the last dam that we commenced to build about the last days of February last. That is on the reservation, at the Indian village. Then there have been a great many other improvements, such as clearing streams, blasting rocks, and cutting points; I could make a rough estimate.

Senator FAULKNER. That, of course, is all we expect.

The WITNESS. I should say that on the two streams there had been from \$10,000 to \$12,000 expended by the operators.

Q. On what two streams?—A. On Squaw Creek and Bear Creek. Mr. Rust called one the South Fork of the Flambeau. That is Squaw Creek. Above the lakes they call it "Squaw Creek" and below the lake "the South Fork of the Flambeau." And there was one stream where

I had a small amount of logs landed late last winter that we did not improve. There were not more than 400,000 feet put in there. They were put in just prior to our being stopped logging on the reservation in March. That stream we did not improve at all. I should say that somewhere from \$10,000 to \$12,000 had been expended by the operators and the Chippewa Logging Company, or the Chippewa Improvement and Log-Driving Company, on those two streams mentioned, Squaw Creek and Bear Creek. Then we built a large dam on another tributary which was near by, to improve the stream so that we could drive the logs out of the main river. It affects the reservation country as well as the other country through which that stream runs.

Q. What was the probable cost of that last dam?—A. The dam has cost more than \$8,000 on this North Fork of the Flambeau, and we expended about \$3,200 clearing the stream. The windfalls line the streams, "sweepers," as they call them, rocks, and brush. That is along down the river below where this reservation stream, the Bear Creek, comes in.

Q. Does that include all the improvements now on the Flambeau River which have been made for the purpose of driving timber to market?

The WITNESS. Do you mean the figures I have given?

Senator FAULKNEE. Yes.

A. Yes, sir; I included the improvement on Squaw Creek, which was partly done by operators, and, in fact, all of it. The Improvement Company did not go above the lakes.

Q. Some of these improvements you mention have been made since last summer, I understand?—A. Yes, sir. The dam on Squaw Creek Captain Sherman built last fall. I think he commenced it early in the fall and he had a few men working most of the time until spring. He went onto the ice and drove spiles to fasten the boom to through the flowage bottom lands and did some blasting.

Q. Is it not true that the value of timber in a locality similar to that depends a great deal upon the facility of getting it to market.—A. It certainly does. We have not got through with the improvements on Bear Creek. We commenced the last of February building the dam at Indian Village, on the reservation, to improve Bear Creek, so that we could drive that this spring.

Q. Then the better the improvement made with a view to getting the logs to market the more valuable the timber is?—A. It certainly is.

Q. Can you state to the committee whether or not the timber cut upon that reservation, say this last winter, would be able to reach the market during the present spring or summer?

The WITNESS. Do you mean improved as it is?

Senator FAULKNEE. Yes.

A. Yes, sir; they are driving into the main river now or into Little Falls Pond, where they have a large flooding dam. They will catch a head of water in that pond, sluice the logs out and flood them down to the mills and booms in the Chippewa River and into Beef Slough.

Q. And therefore the logs cut on that reservation last fall could be gotten into market this spring.—A. Yes, sir; with those improvements existing now.

Q. Was that the case last summer?—A. It was not. I had a small drive in Bear Creek and Captain Sherman had one above me, and we made separate individual drives, as the driving limits did not extend above the railroad bridge, a distance from my landing of about 70 or 72 miles and from his upper landing about 80 or 85 miles. We got that down and delivered it in the driving limits, but the drive hung up above the forks of the Flambeau.

Q. Did you make any contracts this last winter with the Indians on that reservation?—A. I did.

Q. How many contracts did you make?—A. I believe it was thirty-one.

Q. The contracts that you signed with the Indians fixed what price on the face of them?—A. I would not be positive, but I think they ran from \$5 to \$6.

Q. Do you regard that as an actual price to be paid to the Indian or as a mere nominal price stated?—A. I understood by those contracts that the expense of logging was to be charged up to the logs. But the Indians wanted to know whether they were going to have any money left when they had finished logging, or we had finished logging for them, and that question arose and of course I gave a guaranty of so much a thousand clear of all expense of logging.

Q. Then the real contract which existed between you and these Indians was that you would guaranty a certain amount of stumpage?—A. Yes, sir.

Q. No matter whether it cost you more or less in cutting the logs?—A. Yes, sir. The contract itself did not cut any figure with me.

Q. Will you state to the committee what amount of stumpage you guarantied the Indians under the terms of your several contracts, so far as you can remember?—A. I guarantied from \$2 to \$3 per 1,000 feet.

Q. As I understand, you mean when you say from \$2 to \$3 per 1,000 feet that the prices varied from \$2.25, \$2.50, \$2.75 up to \$3?—A. Yes, sir. An "eighty" that was an isolated lot, back from the river, or of inferior quality, small timber, or which had a percentage of Norway pine in it, brought the lowest price paid, of course. I told my book-keeper to figure the average that I paid. I figured it at \$2.67 per 1,000, and I notice in Colonel Marcom's report that he has got it \$2.75. I would not be positive myself which was right, but I think the book-keeper got it right; I did not pay any attention to it.

Q. Then the average amount you paid for stumpage on that reservation last year was \$2.67, according to the best of your knowledge?—A. Yes, sir. I think the young man got the figures right, as it is a part of his business.

Q. You paid for stumpage not less than \$2?—A. Not less than \$2.

Q. And that question of value depended upon the length of haul, the character of the timber on the particular allotment, the character of the ground, and the difficulty in getting it to market?—A. Yes, sir. Pardon me, Senator; I would say that those who are paid \$2 I think are paid more, for they are in debt to me now. Some of those I paid \$2 for I did not get very much timber off from, and I guess in all of those cases in which I paid \$2 they are in debt to me now.

Q. Will you state to the committee whether you think the amount you paid to those Indians was a fair, honest, reasonable price for the value of the timber that you got off their allotments?—A. I so considered it; it was all that I could afford to pay last winter.

Q. How were these contracts made, directly by you with the Indian?—A. Yes, sir; they were made with me individually in most cases; I did that myself, though there may have been a few made during my absence.

Q. What kind of labor did you employ last year in getting at that timber?—A. Principally white labor.

Q. What proportion of Indian labor did you employ?

The WITNESS. Do you mean an average for the winter?

Senator FAULKNER. Yes.

A. I do not think I averaged more than ten Indians, though I got all the Indians to work that I could. They understood that my camps were open for them to work in if they wished to do it.

Q. Then it was their voluntary act which prevented them from being employed?—A. Yes, sir; they understood that my camps were open for them during the winter and also in the spring. They are better log drivers than they are loggers. We had many of them on the drive this spring; many of them are very good drivers, too.

Q. I would like to ask you, as the question has been raised, whether you know of any instance in which contracts have been approved by the agent for the cutting of timber upon any Indian allotment prior to the time of the marking off of the particular allotment to the Indian who made the contract?—A. There was none in my case; none that I know of.

Q. Then, as I understand, all the contracts that you made for particular "eighties" were made after the allotment to the Indian and the marking off of that particular tract?—A. Yes, sir. Of course I could not state whether it had gone any further than the agent, or whether it had been approved. I caused some of those allotments to be taken myself; that is, had them selected and a description handed to the Indian agent, and the Indian selected them, or one of us, or handed them to the agent.

Q. I would like to ask you whether the price you paid the Indians upon that reservation, taking all matters that enter into the value of stumpage into consideration at that point, was as high a price as you would have been willing to give a white owner of land with the same facts concerning his sale as surrounded that of the Indian?

The WITNESS. If I understand you, could I afford to pay something more where I was buying the timber right out from the speculator?

Senator FAULKNER. No; I want you to take all the facts the way you had to do it, and everything.

The WITNESS. It would be pleasanter and easier doing business to buy from a speculator than to buy from the Indian, and to deal as we had to. There were a great many chances to take. Of course we understood that the contract only held good for the one season; that if we made advances and failed to get the timber they would still be in debt to us, and the chances would be that we would not get our pay.

Senator FAULKNER. I am assuming that all the facts incident to the contract made with the Indian would be incident to the contract made with the white man?

The WITNESS. I had something else in my mind that I was figuring on, so that I did not understand you distinctly.

Senator FAULKNER. I will repeat the question. I ask you whether the price you paid the Indians upon that reservation, taking all matters that enter into the value of stumpage into consideration at that point, was as high a price as you would have been willing to give a white owner of land under the circumstances?

The WITNESS. I would pay the white man more for the timber than I could afford to pay the Indian under the existing circumstances.

Senator FAULKNER. Although the white man would have made the same demands upon you, and you would have had the same regulations to carry out with the white man? That is the question I ask you.

The WITNESS. That is a pretty broad question. I would rather deal with some Indians than to deal with some white men, and *vice versa*.

Senator FAULKNER. You must put the white man there with the same

disposition as an Indian, and with the same demands on you as an Indian would have, under my question.

The WITNESS. It would be the same, then.

Senator FAULKNER. That is what I supposed. In other words, the color of the skin does not determine the value or price?

The WITNESS. I suppose not.

Q. Will you state whether, in your judgment, it is to the interest of the Indian to make contracts similar to that which appears upon the face of the contracts entered into with the approval of the Department where the liability for the cutting of the timber rests upon the Indian, or whether it is to his interest to guaranty him a certain amount for stumpage?—A. It is to his interest to have the guaranty, so much a thousand clear of expense of logging, or so much a thousand stumpage, as you state.

Q. You are acquainted with the habits and customs of the Indians as workmen, are you not?—A. Somewhat; yes, sir.

Q. What would the stumpage on the Flambeau Reservation be worth if you were compelled to employ nothing but Indian labor to do the cutting, banking, and driving into the stream?—A. I could not operate there if it was to be all Indian labor, or at least to any extent.

Q. My question presumes that you are compelled to employ nothing but Indian labor.—A. I could not operate very much; I might operate one or two small camps with Indian labor.

Q. What would be the value of stumpage worked under those circumstances as compared with the case where you are allowed to use white labor to some extent?—A. I could not guaranty any stumpage if it was all Indian labor, or operate to any extent. I might operate a couple of small camps.

Q. You would not guaranty any stumpage, then, under those circumstances?—A. I could not. There is more work on the reservation than there is Indian labor to perform it, and we could not do the work with them. There are not enough of them, and they are not steady enough to do the work.

Q. You are familiar also with the customs and usages of cutting the timber clean or leaving portions of it on small tracts of land in that section, are you not, and know the effect of it?—A. I am familiar with that.

Q. Which, in your judgment, would be to the interest of the Indian where he has an allotment of 80 acres, to cut it clean or to leave one-quarter of it standing?—A. I think it would be to the interest of the Indian to have it cut clean.

Q. What is the amount of lumber that can be cut off of those 80-acre tracts on the Flambeau Reservation running from, say, the highest to the lowest?—A. I would say that those allotments which have been taken by the Indians would run from 250,000 to 1,200,000 and 1,500,000 feet as the highest on an "eighty."

Q. If you had to make a contract with an Indian who held an "eighty" that only had from 250,000 to 300,000 or 400,000 feet of merchantable lumber to be cut on it, could you afford to give him the same price for stumpage that you could upon an "eighty" where you could cut 1,000,000 feet or 1,500,000 feet from?—A. It would depend somewhat on where that small amount on the "eighty" was located. It might be near the road leading into this other body that you speak of. If I had to cut a road all through that "eighty" to get at that amount, I could not afford to pay so much for the timber on an "eighty" with a less amount. But

if it laid adjoining any other lands that were well timbered, or that I had to run my road alongside of, I could log it as cheap.

Q. I am assuming now that you have but one contract and that you can cut from but one "eighty," in order to test the question of whether the value of a small amount of logs to be taken from the "eighty" would justify the same price as fixed in a tract that had a large number of merchantable logs on it.—A. We could afford to give more for that which had a large amount on it than we could for a small amount, because we could operate upon it cheaper.

Q. To recur to a former question, I will ask you why, in your opinion, it would not be to the interest of the Indian to have one-quarter of these 80 acres of timber standing?—A. It is in danger of being burned by fire and blown down by the winds and destroyed.

Q. On the Flambeau Reservation, do you know of Indians who have any outfit sufficient to enable them to go to logging so as to be able to cut during a season, say, 500,000 or 1,000,000 feet?—A. There are none who have a logging outfit, though there are some who have horse teams, toting sleighs, and wagons, but no logging outfit.

Q. If the Government required those Indians to cut and bank their own logs do you think it would be possible for them to carry out that regulation?—A. I do not. It would not be possible to carry out the logging business in that way and make it pay.

Q. What is the amount of capital it would require to cut, say, 1,000,000 feet during one season?—A. You would have to put from \$1,500 to \$2,000 into a logging kit, teams, sleighs, blankets, and so forth, to be able to do it.

Q. What other expenses?—A. And the general expenses of supplying the camp.

Q. And those general expenses for supplies would amount to what during the season, including the paying of wages for cutting that amount of timber?—A. Well, the whole would amount to from \$3 to \$3.50 or \$4 a thousand feet in some cases, depending on the location.

Q. From your knowledge of the Indians on that reservation do you think they could obtain money, with the credit they have, or otherwise, in order to carry out a logging contract of 1,000,000 feet, say?—A. Perhaps they could manage 1,000,000 feet. They might find some half breed or some smart fellow trained to logging who had worked at the business, and he might discover a man who would make advances, he having charge of the work, to go on and operate that amount.

Q. That is to say the white man having charge of the work?—A. I say some Indian half-breed. There are many half-breeds, smart fellows, who are good loggers, and if the Indians would arrange to get some such man as that and he would pick out his help he might operate a million feet (or a small amount larger than that probably) where he could not get advances to operate larger amounts.

Q. But that would be an exceptional case?—A. Yes, sir.

Q. Did you purchase any logs during the last winter off the reservation and on the Flambeau River?—A. No, sir; I did not, except I had a logging job on this other tributary that I spoke of having improved, about 8 miles from the reservation, where I put in 4,700,000 feet. I jobbed that by the thousand for the Chippewa Logging Company and the Mississippi River Logging Company. Then, in one of the reservation camps which was near the north line of the reservation, I put in about 800,000 feet for the Chippewa Logging Company.

Q. I understand by that that you did the cutting, banking, and driving to the river?—A. Yes, sir; I did the banking of the 800,000 feet

out of Bear Creek into the main river, and delivered a part of the amount that was landed in the north fork of Flambeau, below the dam, into the driving limits, and had charge of the driving of all of that for the Chippewa River Improvement and Log Driving Company.

Q. What did you get for cutting and banking those logs?—A. For the lot on the north fork of Flambeau I got \$3.25 a thousand, and for the other we have not fixed the price; but it cost about \$3.50 a thousand, the 800,000.

Q. It actually cost that?—A. Yes, sir.

Q. Does that include getting it into the main river, the actual cost of \$3.50?—A. It includes the banking of that.

Q. What additional cost is there to get it into the main river?—A. It would cost 24 cents to drive these from where they were landed out into the main river.

Q. Making the cost, then, to put them into the main river where they were delivered, \$3.75?—A. Yes, sir. The reason we put that in was the wind and fire had gotten in and was destroying the tract. Where there had been 3,000,000 feet of it there was only about this 800,000 feet left, and they wanted it cleaned up, and having a camp near the land we took the job. We did not make any contract, but we let it go that they would pay us what it was worth for banking it. It was a mile and a quarter haul.

Q. You are a practical logger. Will you, in as concise a manner as possible, give us all the risks incident to carrying out a contract for logging?—A. Well, we take the chances of an open winter of warm weather and deep snows. When the snow is from 6 inches to a foot and a half deep we can operate cheaper than we can if there is more depth of snow. If we have a small amount of snow and frost, if the ground is frozen and it is cold weather, we sprinkle and use water. I think we log cheaper with less snow than with the deep snows. We can not do much, if anything, in open, soft weather.

Q. How about the loss incident to the driving of the timber, if any?—A. It usually costs more to drive timber than we figure on where we have individual drives. When we are taking a contract and are being figured down pretty closely, we are liable to estimate the driving at a sum less than it will cost us in the spring.

Q. What is the percentage of loss in getting timber from the water in which it is placed after it is moved from the bank down to market, generally?—A. We usually figure from 10 or 12 to 15 per cent. shrinkage.

Q. What effect does lying in the water over winter and not getting it to market until next year have upon the timber?—A. It becomes sap-stained, and if it has not been in the water long enough before being rolled ashore, or piled upon the rocks and rapids and sand-bars and yellow bars, the worms get into it. If it has been lying in the water a long time the worms do not operate on it as they do when it is thrown out earlier in the spring.

Q. What effect is there by reason of its being in the water from the time it is generally put in, during the winter or spring, to the time it is marketed, if it gets to market the same summer; is there any?—A. No, sir; there is no loss unless it lays in the water long enough to become sap-stained or wormy; there is no discount.

Q. What is the average loss of white and Norway pine where it lies there in the river, say, a year?—A. I should say from 5 to 10 per cent.

Q. On which; the Norway, or the white pine?—A. I would take the

average. On the Norway there is more loss than there is on white pine, as there is more sap usually to become stained; the sap is thicker.

Q. Do you know anything in reference to a fair price for scaling timber in that section of the country?—A. I know something about it. I have paid scalers monthly wages, and have had something to do with the figuring of the scale by the thousand.

Q. What is a fair, reasonable compensation for a scaler who does the work similar to that of a Government scaler on the reservation?—A. There are two; one is the Government inspector, and ours selected by the district scaler to work under him, working on the landings; doing the scalings on the landings.

Q. He pays them, does he not, out of his percentage?—A. Last winter I paid our men as they came in monthly wages, and then settled with him afterwards. I paid over \$50, and I believe I paid one man \$70 a month, but a part of that I allowed him as pay for his services as time-keeper. He kept the time and accounts of the camp.

Q. How much did you pay him as a scaler?—A. We allowed him \$10 a month, I think, for keeping track of our business at that camp as time-keeper.

Q. I am trying to get down, if possible, to the value of scaling per thousand.—A. We used to figure, when I was with the Chippewa Logging Company, that it would cost about 6 cents a thousand to do the scaling. It would cost more than that in some cases and less in some cases.

Q. Taking the price you paid for the Chippewa Logging Company at 6 cents, and considering the character of the work that those scalers had to do for the Chippewa Logging Company, and the character of the work that the scalers had to do upon these reservations, would 6 cents be a fair compensation to the scaler on a Government reservation?—A. It would, where they had enough to scale.

Q. But I am talking of what occurred last winter; you know all about what was going on last winter. Drawing a contrast, assuming that 6 cents was a fair average price through that country under the ordinary condition of things, taking the condition of things on that reservation last winter, would 6 cents a thousand be a fair compensation for scaling, or would it be too much or too little?—A. On a portion of it it would be fair and on the balance it would not. We had one camp where we put in 2,000,000 feet; a part of that was Indian timber and a part Chippewa Logging Company timber. Six cents would not have paid him for the scaling of it; it would not have paid him to do it, so that I paid him \$50 a month when he came out. I told him in the fall, just before he started, that if he did not get scaling enough to do (I understood that he was to get one-half of the amount, 5 cents, for scaling) I would pay him \$50 a month and guaranty him that much.

Q. The rule on the reservation, I understand it, is that the Indian pays one-half and the logger pays one-half of the scaling price.—A. That is the understanding.

Q. Then if there is any injustice done by the price fixed for scaling, that injustice operates as much upon the logger as upon the Indian?—A. Yes, sir; I paid more after having paid this man by the month than I paid in the other sum to the inspector of scaling in the settlement this spring.

Q. If the price was 6 cents instead of 10 cents, you would only have to pay, as a logger, 3 cents of that?—A. Yes, sir.

Q. And if it was 10 cents you would have to pay 5 cents?—A. Yes, sir.

Q. Consequently it falls equally, whether just or unjust, on both parties?—A. Yes, sir.

Q. Will you state to the committee whether or not, in the making of these contracts on the reservation, the Government agent, Mr. Gregory, so far as your observation went, acted fairly, justly, and impartially between the parties signing those contracts?—A. He showed no partiality towards me.

Q. I believe you stated that you were acquainted with the timber on the Court Oreille Reservation?—A. Yes, sir.

Q. Can you, as an expert logger, give to the committee what, in your judgment, has been a fair average price for stumpage upon that reservation during last year?—A. The logs of last year I did not see, and the year before I did not see the whole of them except as I would see them down the river or in the river afloat. I noticed that the logs were smaller last winter than in former winters. They did more picking up from old work, my understanding was. They would be worth a little less last winter than they were other winters prior to last winter. They are cutting over a good deal of it the second or third time.

Q. The Flambeau Reservation has been cut on longer than others?—A. Yes, sir; I think they commenced there some six or seven years ago; I do not know but it was eight years ago.

Q. I will ask you this question also: Can you give to the committee an opinion as to the amount of timber, on an average, that would be left upon an 80-acre tract of pine timber; I mean by reason of the fact that it is not merchantable timber?—A. The percentage would be different on different classes of timber; some is more defective than others. Some of it is punky, and some is very clean and we can cut it all down and take all of it, away up to 10 inches or a foot in diameter at the top end, while in others we would cut out a chunk of 8, 12, 16, or 30 feet may be from a tree that is rotted. It is pretty good timber where we do not leave at least 15 per cent of it.

By the CHAIRMAN:

Q. Do you mean on the ground or standing?—A. I mean standing, that which is not worth felling and that which is left in these chunks I speak of.

Q. Both standing and fallen?—A. Yes, sir. I would discount timber 15 per cent. that was not very rotten; and then there are other groves of timber that in going through to estimate, counting as we find it when estimating timber, counting all the trees and taking the average size and average length (I mean the number of logs to the tree) we would discount at one-half, probably, or at least 25 or 30 per cent. Timber is not all alike.

By Senator FAULKNER:

Q. Can you give an average per cent. of the pine timber left on these "eighties" on that particular reservation, on Flambeau, by reason of its being unmerchantable?—A. I can not. That which I cut I cut very clean. The contract was to cut down to 10 inches if it was merchantable. In some of the large timber, of course, the tree would get to be too coarse and rough in the tops; it would be larger than 10 inches, but small timber. I aim to cut down to 10 inches at the top end. I aim at taking all the merchantable, and when I say "merchantable" I mean that which will cut 40 per cent. sound.

Q. Assuming that you can sell, delivered in the Flambeau River, all logs you cut at an average of \$7 and pay a stumpage of \$2.67, leaving a balance of \$4.33, what now, in your judgment, would be the actual cost per thousand on an average in cutting those logs?

The WITNESS. Cutting and delivering them, do you mean?

Senator FAULKNER. Yes; cutting and delivering?

The WITNESS. Cutting and delivering means driving into the driving limits.

Senator FAULKNER. Yes.

The WITNESS. It cost me about \$4 a thousand last winter.

Q. Then, under that statement, assuming \$7 to be the average price, your profit for all your risks would have been 33 cents a thousand?—A. Yes; making those figures.

By the CHAIRMAN:

Q. Is 33 cents a thousand all that you made on your logging contracts this winter?—A. I do not think it is, although we have not fixed the price of the logs yet.

Q. Is it all that you expect to make?—A. I expect to get more than that.

Q. How much do you expect to get?—A. I ought to get \$8 a thousand, or more.

Q. You have been logging, you said, for these companies for how many years?—A. Not exactly logging. I had general supervision of their logging business—looking after their logs.

Q. You have been doing the running of logs for them?—A. In the capacity of inspecting logs through the winter, as others were doing the logging, going onto the lands, looking them all over, and if anything was found to be wrong, correcting it if possible.

Q. The point I make is you never bought or sold logs to any amount until this last winter?—A. I bought logs for the company. The principal part of the buying was done by the secretary, Mr. Chinn, and the president, Mr. Weyerhauser.

Q. To what extent in all these years have you bought logs?—A. I could not say the amount. There were quite a good many deals that I negotiated. I figured with the operator up the river, the man putting in the logs for sale. I would examine them, and oftentimes make figures with him, and I would go into the office and state to the president or secretary that those logs were worth so much a thousand, and they would go on and make the contract with him.

Q. In addition to superintending and handling the logs of these companies you have been all these years in the habit of ascertaining prices and reporting them to the company?—A. Yes, sir; there were two of us who had this general supervision, and for two winters we traveled together. After that we made two districts and looked after these logs, and in the spring we made report on all logs, of quality and size, and everything pertaining to the logs, and then the committee would take this report, and on that, and the inspection by themselves, they would fix the price.

Q. The price for the pool?—A. Yes, sir; for the pool.

Q. But those inspections were inspections of logs which already belonged to the Chippewa Logging Company?—A. They belonged to the different companies interested in the pool.

Q. These prices which you made (if you made prices after you had inspected the logs), were not the prices at which logs were sold to the pool, but the prices at which they charged them off to themselves?—A. No, sir; I also looked at all logs for sale.

Q. Were purchases made by the companies on your reports?—A. Yes, sir.

Q. All these years?—A. Yes, sir.

Q. So that you have had occasion to know the price of logs all these years?—A. Yes, sir.

Q. State to what extent you have been interested in logging contracts yourself prior to your work on the Flambeau last winter?—A. A year ago last winter I put in about 1,000,000 feet cut from the reservation; that was the first.

Q. Prior to the thirty-one contracts of this winter and the 1,000,000 feet of a year ago, on what occasions have you yourself been interested in logs?

The WITNESS. Prior to that time?

The CHAIRMAN. Or at any time in addition to those?

The WITNESS. Not any.

Q. All you have been doing, then, has been for the Chippewa Company?—A. Yes, sir; prior to a year ago last winter.

Q. You have spoken of the proportion of Norway pine and white pine on the Flambeau. Is the proportion the same on the Flambeau that it is in that section around about the Flambeau Reservation?—A. It is very much the same. We find a batch of good large timber and then run off into smaller timber. It is all through the boundary there the same way.

Q. So that the prices of logs, if there was no particular stipulation as to Norway pine, would be affected in the same way in all that region, in that reservation region and the country round about?—A. Yes, sir.

Q. And do you estimate that 25 per cent. of all the pine in Chippewa waters is Norway pine?—A. No, sir.

Q. You stated, I think, that about 25 per cent. was Norway pine on the Flambeau?—A. There is more Norway in that section of the country than there is further down. There are some streams on which you very seldom find a Norway tree, however.

Q. Describe that section with reference to Norway pine; I thought you said that there was about the same proportion of Norway pine on all of the Chippewa waters?—A. No, sir; I said on the upper waters; the Senator spoke of 100 miles below.

Q. There is less Norway pine?—A. Yes, sir; there is less, generally speaking, as there are a great many tributaries of the Chippewa where we do not find any Norway pine.

Q. But up on the upper waters the relation of Norway pine to the business is the same in the whole section?—A. Yes, sir; and the same on the western tributaries of the Chippewa. We find more Norway pine mixed in on the upper waters than we do on the lower.

Q. When did you stop cutting logs this spring?—A. I forget the date; it was along in March.

Q. What day in March; that is what I want to know?—A. I remember it was on Saturday.

Q. When did you first hear that an order had come from the Commissioner of Indian Affairs to stop the cutting?—A. I do not know; I would not be positive now whether it was the 17th or the 24th.

The CHAIRMAN. The Commissioner's order to stop cutting was dated the 13th of March.

The WITNESS. Then it would be the 24th.

Q. It took from the 13th to the 24th for that order to stop cutting to reach there?—A. Yes, sir.

Q. Is the 24th Saturday?—A. Yes, sir.

Q. Commissioner Atkins's telegram to Agent Gregory is dated March 13, and it was received by Mr. Beaser. Did you cut no logs after the 24th?—A. I did not; not one.

Q. Did anybody else, to your knowledge?—A. I have heard them talk and say that they did; I did not see any.

Q. Who else was cutting during that week which ended on the 24th? The WITNESS. Do you mean other operators?

The CHAIRMAN. Yes; what other operators besides yourself?

A. There was Mr. A. M. Sherman and Earley & Co.

Q. Was the cutting carried on pretty vigorously during that previous ten days?—A. We went on with our usual force cutting.

Q. Did you cut any more rapidly during the previous ten days than you did during the ten days previous to the 13th of March?—A. No, sir; we had no men to go in to do more cutting.

Q. The men were not all cutting down trees, were they?—A. No, sir; they were cutting down, cutting up, and hauling at the same time.

Q. Did you take your men off from hauling and banking and put them on to cutting?—A. No, sir.

Q. You employed no more than your usual force cutting down trees?—A. No, sir; we had not men enough at that time to do our work in the camps; we were short of men.

Q. When did you first hear of this order to stop cutting?—A. A paper, I think it was the Milwaukee Sentinel, or the St. Paul Pioneer Press, was handed to me at Fifield, and that was the first I knew of it, or all that I knew of it.

Q. What day was that?—A. I think it was the 16th that I went down from the camps.

Q. And that was the first you knew of it?—A. Yes, sir; I went down there the 15th or the 16th and one of those papers was handed me in which there was a notice.

Q. When did you get your notice to stop?—A. The farmer came to me on Monday morning, which would be the 25th, but I had sent word to two camps on the 24th, which was Saturday, and I sent word to another one on Sunday, one of the men was out, to stop cutting.

Q. What farmer notified you?—A. Stephen Edwards.

Q. Did he notify you in writing or orally?—A. Orally first and then he took a letter out of his pocket, I believe.

Q. It was not a letter addressed to you?—A. No, sir; it was addressed to him.

Q. Do you know when he received that letter?—A. He told me that he received it the night before, I believe.

Q. Which would be the 23d?—A. No; he came to me on Monday.

Q. And told you that he had received it on the 24th or 25th, Saturday or Sunday?—A. That Saturday evening he received it, and he said he expected me up Sunday, but I had no business and needed rest and so laid up. I knew the order was out; I understood it had reached him, and receiving the news I had sent word to those three camps.

Q. Do you know whether the contractors Sherman and Earley & Co., were cutting up to the 24th; did you have any personal knowledge of it?—A. I had seen them hauling at the different landings.

Q. Do you know whether they put on extra force or put on all their force cutting down trees?—A. I do not know of my own knowledge; I did not see any of their operations, that is, in regard to the cutting. I saw the teams hauling; there is always a few days, three or four days or a week's hauling ahead.

Q. You cut no trees on Sunday, the 25th, that is, your men did not to your knowledge?—A. No, sir; not one.

Q. You have been asked what you think is for the interest of the Indians. Were you aware of the conditions on which contracts with the Indians were to be allowed as expressed in Agent Durfee's circular of 1882?—A. No, sir.

Q. Did you ever see one of those circulars?—A. Not to my knowledge.

The CHAIRMAN. I will read you a clause :

Indians who have received patents for their lands will be permitted to cut and sell the timber from three-fourths of the tract patented, leaving one-fourth of the timber in a compact body, intact, for future use for fuel, fencing, etc.

They will not be permitted to sell stumpage, neither will white crews be allowed to do the work, but the Indians themselves must cut and sell delivered on the bank of a driving stream, lake, or at mill as may be desired.

You are of opinion that those regulations are against the interests of the Indians, are you ?

The WITNESS. I do not understand exactly.

The CHAIRMAN. You were asked if a stumpage contract was for the interest of the Indian; if it was to his interest to have the contractors go on and do the work, rather than to have the timber cut by the Indians ?

The WITNESS. Yes; I so consider.

The CHAIRMAN. Then, putting your mind on these regulations for contracts, you consider them not for the interest of the Indian ?

The WITNESS. I do not think they were operative to any extent in the lumbering business.

Q. What have you in mind when you consider the interests of the Indian?—A. That is a pretty broad question.

Q. You answered that you thought it was for "the interest of the Indian." I want to know what you considered to be for the interest of the Indians on that reservation when you made that answer?—A. I considered the operation of the timber, the putting in of the timber in the manner in which they would get the most money out of it, as to their interest.

Q. You had that solely in mind, the system which would give the Indian the most money?—A. The manner in which they would get the most for their timber.

Q. The most money?—A. Yes, sir; in which they would realize the most money.

Q. Was that the sole idea which you considered when you said it was not for the interest of the Indian to do the work himself?—A. Yes, sir.

Q. And do you think that those regulations, which I have read to you are wise or unwise so far as the interests of the Indian are concerned?—A. I think they are unwise so long as they are allowing the cutting of the timber in the manner that they are.

Q. Will you contrast a system under which the timber is cleared off the allotment as rapidly as possible, the money realized for it, and that money put into possession of the Indian all at once, with a system under which the Indian should cut the timber himself from time to time, bank it, get the money from time to time, and use it to live on; do you think the latter system is better or worse than the former?—A. I think the former is worse, the giving of the money to the Indian. If it was put into the Treasury for him it would be better.

Q. What are the habits of the Indians regarding money?—A. A great many of them spend all their money.

Q. If an Indian had \$4,000 worth of timber on an allotment, would you consider it for his interest to give him the \$4,000 and take the timber?—A. No, sir; a great many of them spend their money very foolishly, and others do not want to keep it themselves. A few will go and bury it, and others will place it in a safe in the bank or somewhere and draw as they wish to use it.

Q. Then your idea, that it is best for the Indian to get the largest amount he can for his timber, involves the further idea that that money will be protected and taken care of for him, does it not?—A. It ought to be taken care of for him.

Q. What advantage do you consider it to be for the Indians to teach them habits of labor, to develop and educate them to become loggers, to cut their own timber, to get teams and an outfit for that purpose; is that or not a good system?—A. It is a good system. It is well to educate them, those who will be educated, but some will not be. I think I furnished either seven or eight horse teams to Indians I dealt with last winter. Some would take very good care of their horses and others would not.

Q. Are there not many Indians who do take good care of teams and outfits?—A. A part of them do, but there are more who do not take good care of teams. They do not understand taking care of teams and horses, some of them, while others take excellent care of them.

Q. You spoke solely with reference, then, to the amount of money to be secured by the Indians?—A. Yes, sir.

Q. And without reference to what is the true policy to be adopted by the Government in reference to the timber on the reservations?—A. Yes, sir; I did.

Q. You spoke of the number of Indians you employed; I think you gave the number of Indians you employed this last winter?—A. Of the average; I think I gave the average about 10.

Q. But you did not state the total number of which those 10 Indians constituted a part; I mean the total number of men employed?—A. I do not think there was more than 35 Indians in the camps at any time.

Q. Out of what number?—A. It would average 165 or 170.

Q. What wages do you pay the Indians you employ in comparison with what you pay white loggers?—A. I pay them fully as much, and for common labor more. There are some of them who are very good workers for a short time at some particular kind of work. For instance, we could get a white man at \$26 a month to do swamping, where an Indian would not work for less than \$30 at that same kind of work. I would pay him the \$30. There were other kinds of work which they had where I paid them \$35 a month, and for team work I paid more to white men.

Q. So that to the Indians you employed you paid full, or more than full wages?—A. Yes, sir.

Q. State what trouble you experienced with those Indians; what special annoyances happened to you which would not happen with white labor?—A. They do not work steadily enough.

Q. In general, you mean. But, as a matter of fact, this last winter, what particular trouble did you have with those 35 Indians?—A. They were changing about from one camp to another, and going to town when we needed them.

Q. Did you have any serious trouble with them; if so, how serious?—A. We had no serious trouble, only it would leave us a little short. Four or five Indians would leave one camp, and myself or one of the

men would be at the village, and I would take out five or six more to take their places.

Q. You had to be making changes?—A. Yes, sir.

Q. Did you pay them weekly, monthly, or how did you pay them?—

A. I paid them when they quit, and I gave them money or supplies.

Q. Do you keep a store?—A. Yes, sir.

Q. Did you pay them largely in store goods?—A. No, sir; I gave them their time mostly in the camp, and the Indians would come to me and I would pay them their money.

Q. What would they do with their money, spend it? Was this disposition to leave and not work influenced by the money that was due them?—A. No; I do not think that. Sometimes the foremen speak a little cross to them and they will jump up and leave; they will not stand a cross word the same as white men have to.

Q. It was not, in your opinion, then, the fact that they had money due them that led them to quit work?—A. No, sir; they are not much worse than white laboring men in the lumbering business in that respect; they squander theirs the same.

Q. Please state your observation as to the habits of accumulation of the Indian as compared with a white man.

The WITNESS. What effect it has?

The CHAIRMAN. No; whether they do accumulate or lay up money or not?—A. They do not save their money; they spend it. They have not had much opportunity there to save it, except those who get money for their timber. A good many of them who work and earn wages go and buy supplies for themselves and families, and also clothing; they are great fellows for fancy clothing.

Q. Have you known some cases in which Indian allottees have received some pretty large sums of money for their timber?—A. Yes, sir.

Q. What is the largest sum you have in mind now?—A. I think the amount received by Ma-dwa-yaw-sang was the largest, and his was about 1,300,000 feet, which I paid \$3 a thousand stumpage for.

Q. You paid him, then, about \$5,000?—A. Yes, sir.

Q. Is he one of the witnesses who has been before this committee?—A. Yes, sir; I think so.

Q. Do you know what he did with his money?—A. On the day of settlement I gave him \$500 in currency and the balance in a check. Of course he had been drawing supplies and money; I had paid him considerable money and he and a friend of his bought a team and harness, a sleigh, and wagon, and it was charged up to them. I do not remember just the balance that was due him the day of the settlement, but I gave him the \$500 in currency, and he wanted silver and gold. I gave him \$150 in silver and told him when I went back there again I would take the balance in silver and gold. I think he wanted to bury it; he was a very saving, stingy old fellow.

Q. What did he do with all the money you paid him?

The WITNESS. On the day of settlement?

The CHAIRMAN. No, at any time?

A. I gave him a check for the balance.

Q. How large was that?—A. I do not remember how much it was.

Q. About how much?—A. It seems to me there was about \$3,000 due him, or something more than that.

Q. Do you know what he did with that money?—A. He took the check and the money and went off.

Q. Has the check been drawn?—A. No, sir.

Q. How long ago was this?—A. About the 1st of June.

Q. So that you do not know what he has done with that money? Do you expect him to draw the check before he sees you?—A. He may.

Q. It is a check upon Chippewa Falls?—A. Yes, sir.

Q. So that he can draw the money if he wants to?—A. Yes, sir; he can; the check is good. I will say, Senator, in reference to that, he would hold that check for awhile, as we are building a house for him, for him and this friend of his, and he did not want to pay the carpenters the money for their services. He wanted to keep that and have it charged up on the back of the check, so that he will hold that. He also wanted to keep the money and have his supply bill charged up on the back of that check, too.

Q. And then draw the balance?—A. Yes, sir.

Q. But he has a right, if he chooses, to go and get the whole amount of that money?—A. Yes, sir.

Q. You have settled with him?—A. Yes, sir.

Q. Where are those houses being built?—A. Right there at the village.

Q. On his "eighty"?—A. No, sir.

Q. How far from his "eighty"?—A. About 5 miles.

Q. Are there any cases which you know of where Indians have had houses built and gone to reside on their "eighties" or allotments?—A. A few. Some of them go in in the spring awhile and live in the camps where they have logged, or if there is not any camp near by they build up a large wigwam and live in the sugar bush. They stay there a time and then go off all over the country.

Q. To what extent are the Indians making their residences on their allotments on the Flambeau Reservation?—A. There are very few of them who do so.

Q. And would you make the same remark as applied to the Court Oreille Reservation?—A. There were more on the Court Oreille the last time I was there; I found more camps.

Q. More of them were residing on their lands?—A. Yes, sir. But they like to get together in a village. There is quite a large village there on the Flambeau Reservation at the lake. A good many of them have potato patches and plant ruta-bagas, beets, and so on, and some few have put up wigwams. When they leave the house they nail it up, and when that work is done they move back into the village.

Q. I find on pages 181 and 182 of the record in this investigation a list of the thirty-one contracts made by you. The quantity is expressed at 100,000 feet in each case. Do those quantities have any reference to the supposed amount there would be of timber upon the land?—A. No, sir; I suppose it was stated 100,000 feet, more or less.

Q. It was a mere estimate?—A. Yes, sir.

Q. Then the quantity named in each of those contracts means nothing?—A. No, sir; no more than if a jobber makes a contract to put in 1,000,000 feet, more or less; he may not get any more than 250,000 feet.

Q. The prices of these contracts vary from \$5 up to \$6 per thousand feet, the most of them being \$6 and a very few at \$5?—A. There were a few of them who insisted upon the price of the logs being \$6, and it was inserted in the contract.

Q. I understood you to say, in reply to Senator Faulkner, that the price mentioned in the contracts had no relation to the sums you actually paid the Indians?—A. No, sir; I never took it into account.

Q. So that the contract was a mere form?—A. Yes, sir; I treated it as such.

Q. The real contract was something else, was it?—A. Yes, sir; the guaranty that I gave

Q. Now, I want to ask you about those guaranties to the Indians. These contracts that are recorded here were made on printed blanks, I understand, were signed by the Indian and yourself, and witnessed by two witnesses?—A. Yes, sir.

Q. Were they made in the presence of the farmer in all cases or were they approved by the farmer?—A. Not in all cases. Most of the contracts were made before there was a farmer appointed or sent there.

Q. What was done with those contracts when you wanted to have them filed to be forwarded to Washington for approval?—A. Along late in the season I took them to the farmer and he approved them, or signed them, at least, and from there I took them to Ashland to Agent Gregory.

Q. Did you take them, or did the farmer send them?—A. I took them.

Q. When did you take these thirty-one contracts to him?—A. I took them twice. The first time I had but one copy, the original it was, rather, and there at Agent Gregory's office I got other blanks on which I was to make a copy and have the same witnesses sign, and have them filled out the same, and also get the bonds which have to accompany the contracts and come back to the reservation. Two of the witnesses were away off in the woods and it was ten days before I could reach them.

Q. Did you get them to sign duplicates?—A. Yes, sir.

Q. You did not get the Indians to sign duplicates?—A. Not in all cases; some of them were gone, too.

Q. When you could find the Indians did you get them to sign duplicates?—A. There were three or four, probably, who did so.

Q. But the intention was to get the witnesses to sign in all cases?—A. Yes, sir; and have the original before them. There was their own signature there and then they would sign the duplicate or witness the duplicate.

Q. If the Indian was not present how was his name put upon the contract?—A. That was inserted.

Q. By the farmer?—A. No, sir. I could not say who signed the Indian's name, but I think the clerk did in most cases.

Q. But it got there, did it?—A. Yes, sir; it is on them.

Q. What did you do with those two sets of contracts that you had?—A. I took them back to Agent Gregory's office with the bonds. I had to go below to get the bondsmen to sign the bond, and there was delay there again.

Q. You took them back to Ashland personally?—A. No, sir; I think I sent them by express. I will not be positive about it.

Q. What time did you make this final delivery to Agent Gregory of the contracts?—A. I would not be positive. The only thing I have to refer to is my expense-account book. That is about the only way in which I could tell positively about it.

Q. About what time do you think it was?—A. It was in February of this year.

Q. During all this time what did the thirty-one Indians have to show on their part?—A. My guaranty.

Q. Did they have any copy of this contract?—A. No, sir; at least I never gave them one.

Q. Of these duplicates that were sent to Agent Gregory, was one copy retained by him and the other sent to Washington, or were both sent to Washington?—A. I suppose that one copy was retained by him and the other sent to Washington; that is my understanding of the way it was done.

Q. But the Indians had no copy of the contract?—A. Not to my knowledge.

Q. What do you say the thirty-one Indians had?

The WITNESS. What paper?

The CHAIRMAN. Yes.

A. My guaranty.

Q. Did each one of the thirty-one Indians have a guaranty?—A. I think so. I wrote them all off for them and told the man who runs the store to deliver them to them as fast as they came around.

Q. When did you execute these stumpage guaranties?—A. At the time of making the contract.

Q. That was done, then, as far back as last summer?—A. In the summer, fall, or first part of the winter.

Q. How soon after you received the first signed contract by the Indians did you write out your stumpage guaranties?—A. Sometimes while sitting there before parting with them.

Q. And at other times, when?—A. Sometimes I would not have paper with me to write the guaranty upon, and I would tell them that I would leave it at the store, and they could call and get it there.

Q. Did you keep any copy of your guaranty?—A. Usually I did.

Q. Did you keep a copy or a memorandum of it?—A. I always had a memorandum, and I think the book-keeper always made a copy.

Q. Were there any blanks prepared on which to make these stumpage guaranties?—A. No, sir; they were all written by me.

Q. Have you with you, here in Washington, any of those stumpage guaranties?—A. No, sir; I would usually take a sheet of paper and write the guaranty upon it.

Q. State what you would write on that paper.—A. I would state that I guarantied \$2 or \$2.50 per 1,000 feet for all merchantable timber that I was to cut from the claim, describing the claim, during the coming logging season, and the same was to be paid prior to the removing of the logs from the landing where landed during the logging season. They ran something like that; they were not all written in the same way; I would write off whatever happened to be in my mind.

By Senator FAULKNER:

Q. But that was the substance of it?—A. Yes, sir; that was the substance.

By the CHAIRMAN:

Q. Do you remember any other conditions that you put into those stumpage guaranties, as a general thing?—A. No, sir; I would not have anything in my mind but the guaranty.

Q. You specified the amount per thousand?—A. Yes, sir.

Q. And that it was to be paid before the logs were removed from the landing where landed?—A. Yes, sir; I supposed that was the rule and they did, too, and they wanted it inserted.

Q. Then your stumpage guaranties, as a general thing, specified the name of the Indian?—A. Yes, sir.

Q. And a description of the land?—A. Yes, sir.

Q. Also the amount per thousand, and the condition that the amount was to be paid before the logs were taken from the bank?—A. Yes, sir.

Q. Do you remember anything else in connection with the conditions of the guaranty?—A. In some cases I think that the closing statement was "the above is subject to the approval of the Indian agent" or "Indian Agent Gregory;" sometimes I would write his name in it, possibly.

Q. Was it customary to put that in?—A. I think it is on the majority of them.

Q. What became of those contracts as a general thing?—A. The Indians kept them. The Indian usually had a pocket-book or a little sack or something he would put it into, and then he would go away and if he had a wigwam he would lay it under a roll of clothes, bundles, or sacks under his head; at least that is where he would go to get it; I noticed when he went to find it he had it stored away in there. Others who carried a pocket-book all the time would have it in their pocket-book.

Q. Did these stumpage guaranties (speaking of your own) go to the Indian farmer or to the Indian agent, to your knowledge?—A. I think in some cases they showed them to the agent.

Q. Were they recorded, indorsed, or approved in any form by the Indian farmer or agent?—A. I do not think they were; at least they were not expected to be by me. It was simply a trade or agreement between the Indian and myself.

Q. It was the real bargain, was it not?—A. Yes, sir; it was.

Q. So this writing that you made and passed over to the Indian you kept a copy or memorandum of, and the formal written contract on the blanks furnished by the Indian office was not the real contract?—A. No, sir; this was the real bargain for stumpage.

Q. Did you make these stumpage guaranties of your own desire, at the request of the Indian, or in pursuance of a rule established by the Indian agent?—A. At first the Indians, a year ago last winter, wanted something to show for it.

Q. Did the Indians originate the idea that they ought to have something to show for it?—A. The first one who said anything to me about it was an Indian named Wa-sa-ni-ni-bi; he wanted one of these contracts so that he could hold the white man; that was his idea.

Q. Then these guaranties had not been given to them up to that time?—A. That was the first one on the Flambeau Reservation; a year ago last winter.

Q. State, if you please, how you happened to adopt this system of giving these agreements.—A. They wanted to know what they would have left after the logging expenses had been charged up, and the whole operation charged up to them. Well, of course a man could not answer that question. They would say, "We are very poor we and want some guaranty, some paper to show for it." And I agreed with them that season to pay them \$2 a thousand, clear of all expense. That was a year ago last winter, and this Indian, Wa-sa-ni-ni-bi, then said to me, "You give me a paper." I did so; and I gave the same thing to the others.

Q. After this Indian received the paper, then all the other Indians wanted it?—A. Yes, sir; and I had to give them to them before I got away from the village.

Q. How many contracts did you have last winter with the Indians?—A. I had four.

Q. And you gave them all guaranties?—A. Yes, sir.

Q. Last winter?—A. Yes; it was the same last winter.

Q. These Indians had gotten the idea that they should have something to show for their contracts?—A. Yes, sir; those who cared about it, and, as I had adopted that system with some, I gave it to all of them.

Q. So that in all your contracts with the Indians you would have a written agreement with them?—A. Yes, sir. If I did not hand it to them

at the time of making the contract to buy the timber, it would be left at the office for them.

Q. Have all the other contractors done the same thing?—A. I do not know.

Q. What is your belief about it?—A. I understood they were guarantying certain sums.

Q. That they were giving written guaranties? Do you understand that Sherman Brothers from the beginning have written guaranties as you did?—A. I do not know; I never saw any.

Q. What have you heard or understood as to whether they have or not given these written guaranties?—A. I have heard the Indians say that they did not get them; they wanted them and were inquiring for them; that is all I know about it.

Q. Did you hear later that they had given written stumpage guaranties?—A. I heard that they did in some cases last winter. That is hearsay, however. I never even asked Captain Sherman or his book-keeper whether it was so or not.

Q. Have you made settlement for those thirty-one contracts this spring?—A. Not for the thirty-one; there was quite a number that I did not cut any on.

Q. Have you made settlements?—A. Yes, sir, with the Indians.

Q. State the circumstances of that settlement; when it was made, who was present, and what the surroundings were.—A. I think it was about the 1st of June that I went there; I think it was the 1st day of June. Agent Gregory went there a day ahead of me.

The CHAIRMAN. The time is not material; state the circumstances.

The WITNESS. The settlement was about the 1st of June. I had prior to this time been notified that Agent Gregory would go there to settle with the Indians. I think the first time set was about a week prior to the time of his going. He notified me by wire that he had to go to some other point. I notified my man, the book-keeper, the one who runs the store, to have statements of account made with all the Indians whose timber we had been cutting so that there would be no delay when the agent got there of their being behind with that part of the work. He went up a day ahead of me, which I think was on Tuesday, and I went there Wednesday and found our statements all ready and the accounts balanced, and the next day, I think it was, we went on and settled with the Indians. His interpreter was with him and did the interpreting.

By Senator FAULKNER:

Q. When you made settlement there in the presence of Agent Gregory did the Indians produce your stumpage contracts?—A. Some of them did. The statement showed that, too. The amount was interpreted. There was an interpreter who told them the amount they were to receive according to the guaranty.

Q. And they acquiesced in that as a correct statement?—A. Yes, sir; there was no trouble about it.

By the CHAIRMAN:

Q. Please state what persons were present at this settlement.—A. The agent was there with his interpreter and Mr. Blatchford; the farmer, Mr. Edwards, would come in occasionally, and myself and the book-keeper.

Q. Would the Indians come in one after another, or were they all there at one time?—A. They would keep the office full; it is a small room.

Q. And then and there you would settle, charging him with the goods sold to him and the money received?—A. Yes, sir.

Q. And the scaler was there?—A. Yes, sir.

Q. And you made your settlement with reference to those stumpage contracts?—A. Yes, sir.

Q. In how many cases were the original stumpage guaranties that you had given the Indians present there?—A. There were probably ten or twelve Indians who had theirs and knew what the guaranty called for, and they would ask the interpreter, if he had not reached that point, to tell them the price per thousand; and the statement was read off and explained by the interpreter, and the balance coming or due stated, and to those who thought they ought to get something and did not the balance the other way was named.

Q. And that was not satisfactory?—A. No, sir; not to me.

Q. Was settlement made with the Indians with whom Sherman Bros. had contracted at the same time?—A. Yes, sir; I think the same day; they went over there after settling at our place.

Q. You were not present at the time of settlement under the Sherman contracts?—A. No, sir; that was done at his own store or office.

Q. You have stated the prices you paid on stumpage agreements. Do you know, and are you willing to state, how your prices for the same quality of timber compared with the prices paid by the other contractors on the Flambeau Reservation?—A. I do not know about that except from hearsay.

Q. What is your understanding about it as to whether your prices were higher or lower than theirs?—A. I understood they were higher. I have not had access to their books and their book-keeper never has told me; there has been some talk only.

Q. The prices paid by them would depend upon the prices they guarantied, if they did business the same way you did?—A. Yes, sir.

Q. And you have no practical knowledge of what that was. But have you any doubt that the prices you paid were higher than those paid by Sherman Bros.?—A. I learned there was an average of 67 cents per thousand feet higher than mine, and we were paying \$2.

Q. Did the contract anywhere, either the one made on the blanks or the stumpage guaranties, specify the extent to which the lot should be cleared of timber?—A. I think the blank or regular form of contract furnished by the Department specified that three-quarters of the timber could be cut.

Q. Was that in the printed contract?—A. I think it was printed.

Q. In all cases?—A. I think so; I will not be positive; I never paid much attention to it.

Q. Was any attention paid to that provision?—A. In some cases the Indian wanted only three-quarters of it cut. In other cases they only wanted one-half cut, and in some cases I subdivided each "eighty" and only cut 40 acres last year.

The CHAIRMAN. The form of agreement is printed on page 6 of the record, and is that the said party of the first part, the Indian, having received a patent, agrees to cut in a good and merchantable manner, into logs of the length of blank feet, from the merchantable pine timber upon three-quarters of the said tract. Was that in the contract in all cases?

The WITNESS. I think so.

Q. Was that clause of the contract observed in any case?—A. Not by me.

Q. Did you in all cases cut over the whole tract?—A. No, sir; not in all cases. I left half of it on some; they wanted but one "forty" cut.

Q. Why did the Indians want that one "forty" left?—A. So that he could operate on it the next winter, have it cleaned next winter, and I did clean some last winter that I left the year before, and cut all the merchantable timber there was on the "eighty."

Q. Has that other "forty" which was left been burned over?—A. No sir; he wanted it cut for fear it would be burned. It was right on the road running from Bear Creek to Manitowish.

Q. What provision was there that the timber on the allotments should be cut down to a certain size, if any; what was there which bound you to cut it down to 10 inches?—A. There is a clause in that printed form of contract about that.

The CHAIRMAN. There is a clause in the printed form of contract that none of the logs shall measure less than blank inches at the small end?

The WITNESS. We construe that the same as we do in our contracts with white men, that the merchantable timber was to be cut down to 10 inches.

Q. That is your construction of that agreement?—A. Yes, sir.

Q. Then you consider you are bound under this printed agreement to clear the lot at once down to 10 inches?—A. To cut clean that portion which we go over or log on.

Q. The only agreement made by the logger, in the form as printed on page 6, is that he will pay for the timber as fast as it is delivered, is it not; that is the only stipulation that binds the logger, is it not?—A. I know there is a clause of that kind, but I do not know that I understand fully the meaning of it.

The CHAIRMAN. I will state it to you. This form of agreement, which is printed on page 6 of the record, and universally adopted, sets out that it is an agreement made between the party of the first part, who is the Indian, with A. B., being the logger, the party of the second part, and then the Indian, the party of the first part, agrees to cut and bank the timber. And secondly, in consideration of this agreement, the party of the second part agrees to pay the Indian the purchase money as fast as the timber is delivered.

The WITNESS. That is the way I understand it.

The CHAIRMAN. Now there is no agreement on the part of the party of the second part, except that agreement to pay for the timber. Therefore there is in the agreement no stipulation on the part of the logger that he will, if he clears the land instead of the Indian, cut the timber down to 10 inches in size.

The WITNESS. I do not know of any.

The CHAIRMAN. But I understand you say that you construe the provision in the agreement of the Indian that none of the logs shall measure less than blank inches at the small end to constitute an implied stipulation that the lot shall be cleared down to trees of that size.

The WITNESS. Yes; that we shall cut the timber down to that size.

Q. As a matter of fact, have you always cut all merchantable timber off of the forty, more or less, lots which you have cleared?—A. No, sir; I did not cut at all on some of them.

Q. What cases were those, and why did you not cut them?—A. The winter was very severe, and I could not reach them.

Q. In cases where you have cleared lands, have you cleared the whole of it?—A. No; I could not in all cases.

Q. Have you left trees which under a fair construction of that agreement, as you construe it, you ought to have taken?—A. There may be

some where we quit in the spring and stopped, where in cutting and skidding we would have to go over the ground three or four times to get the timber all down and cleaned up. Around the ends of the travoy roads or "go-devil" roads, when we stopped we left them just as it was, just hauled out what logs had been cut, and left the timber standing there; you will find it at the end of the travoy and logging roads.

Q. Do you intend to get that off the next winter?—A. We hauled all that was cut; we have not left any on skids to rot or burn, but hauled everything that was cut.

Q. You have sworn not only as to the price you paid, but as an expert as to the value of stumpage. I want to ask you if you could not afford to pay very much higher prices for stumpage on any of these "eighties" if you were at liberty to take or leave the timber as you saw fit, to haul as much of it or as little of it as you saw fit?—A. I could pay more if I was allowed to go in and cut out the best of it, than if I cut it clean.

Q. How much more could you afford to pay for the stumpage? On a fine timber lot, under a contract which bound or required you to take all of it down to 10 inches say, worth \$3 a thousand for stumpage, what would it be worth for the privilege of going and taking as much or as little as you pleased?—A. In some cases there is large timber and small timber on the same "eighty"; the same allotment will contain very large, fine timber and also small, poor timber.

Q. If the whole was worth \$3, what would the privilege of taking the large timber and leaving the rest make it worth a thousand?—A. If the large timber was handy to get at, equally as much so as the small timber, and it did not cost any more to cut the roads into it, and we could get a large amount of it instead of a few trees, it would be worth from 25 cents to \$1 a thousand more. There is a difference in the timber. Some that we call large timber would run four and a half to five a thousand; we call that good size and quality of timber. But small timber would run ten to a thousand.

Q. How much more would this choice be worth a thousand; if the whole of it was worth \$3 a thousand what would be the value of the privilege of taking the choice timber?—A. It would depend largely on the amount you cut.

Q. Put in as many "ifs" as you please and then tell how much it would increase the value of the timber you cut off.—A. If a majority of the whole amount cut would be large, and we could go in and pick out the best of it and leave the rotten trees and the small trees, we could afford to pay probably from 50 cents to \$1 a thousand more.

Q. Could you not afford to pay \$1.50 to \$2 a thousand more?—A. No, sir; not \$2.

Q. Could you not afford to pay \$1.50 more?—A. In some instances we might, but I am taking it on the average. I take an average of everything that was cut, you understand. If you were to take a few lots or tracts a man might cut very choice logs from them.

Q. Do you not consider the right to require the lot to be cleared down to 10-inch trees a valuable right to the owner of the land and the timber when he sells it?—A. Yes, sir; I certainly do, whether he is a white man or an Indian.

Q. It is a very valuable right?—A. Yes, sir.

Q. And you would not consider it a prudent contract to sell unless you had such a provision as that in the contract?—A. I never would make a contract without such a provision.

Q. Will you please tell the committee where there is any such requirement in a contract that you or anybody else has ever made on that Indian reservation, and you may look at this printed form here? You have stated to us the stumpage guaranties you gave. Now, please tell the committee where there is any such stipulation protecting the Indian anywhere.—A. I do not know of any, unless the 10-inch clause would be construed as such.

Q. In that part of the blank where the Indian agrees to cut the timber?—A. Yes, sir.

Q. You know of no other stipulation except that?—A. Well, in some cases of these guaranties of mine I agreed to cut the land clean so far as I cut.

Q. In what cases and how often; that is to say, what proportion of cases did you put anything of that kind into your writing?—A. In the majority of the cases it was the rule to write "to cut so many feet of merchantable timber now standing on said claim, and the same shall be cut down to 10 inches in diameter."

Q. Did you put that into your agreements?—A. In a good many of them I know I did.

Q. When you undertook, a few minutes ago, to give all the stipulations of those agreements, did you mention this stipulation?—A. I do not think I did; I know it is in some of them.

Q. In how many of your thirty-one contracts will you undertake to say that provision is included?—A. I have no idea, but I should think it likely in ten or a dozen of them. Some of them would call that matter up themselves.

Q. Agent Gregory has stated that he required these stumpage contracts to be made with the Indians; have you any knowledge of any such requirement?—A. A year ago last winter I stated to Agent Gregory that I had done so along in the former winter, and I think one or two Indians were present and showed them. He thought it was all right and that it was well to give the guaranty.

Q. He approved of it?—A. Yes, sir. At that time I was inquiring for information in regard to the contracts, and stated about that; that the Indian was bothering me a good deal as he wanted a copy of this contract, and to cover that I told him I had given the Indian this guaranty and he was satisfied with it; he thought it was well to give it.

Q. But he did not make it a requirement, as you understood it, did he?—A. Not in my case; no, sir.

Q. Have you, in your contracts for cutting timber, strictly followed the lines of the Government surveys on the reservation "eighties"?—A. I have taken the Government surveys; there are lines every mile, you understand; each section line is run from corner to corner. Then I have a woodsman who goes on and subdivides those sections and takes out an "eighty." For instance, there is one here [illustrating] in the west half of the southwest of section 20. He has to run that whole section out from quarter corner to quarter corner, to east and west, and the same north and south within the quarter section the same as the section, to arrive at the lines of the half of the quarter section. Those lines I have caused to be run and placed—had the lines placed.

Q. Wherever the lines of this subdivision should have been, the lines of the Government surveys, do you always conform to them and never go over them?—A. I never have cut over in any instance.

Q. Do you know of anybody's having done that?—A. Not to my knowledge.

Q. Have you heard any complaints to that effect?—A. Yes, sir; I have heard complaints.

Q. You have heard complaints that the lot lines were not strictly regarded in cutting timber?—A. Yes, sir.

Q. What individual Indian has ever helped you in cutting the timber on his own allotment?

The WITNESS. Do you mean what Indian has gone into the camp to work?

The CHAIRMAN. Yes.

The WITNESS. Do you want their names?

The CHAIRMAN. Yes; state the number first and then give their names.

The WITNESS. That is pretty hard to do.

The CHAIRMAN. Well, in how many cases? You have had thirty-one contracts this winter and had four last winter. Out of those thirty-five cases, in what proportion has the Indian helped bank the timber?

The WITNESS. Some of them are squaws and others are too young to go to the camp.

The CHAIRMAN. Then you have to exclude the squaws? Name some who have gone.

The WITNESS. The reason I mention that is there would not be a great many.

The CHAIRMAN. Give those who did first, and then show why there were so few who went and helped bank the timber.

The WITNESS. There were about ten of them.

Q. Then out of thirty-four contracts, each of which specifies that the Indian shall cut and bank the timber, only in ten cases has the Indian had anything to do about it?—A. Yes, sir; with the work.

Q. Have you simply gone on to the "eighty" and cut it under a stumpage guaranty?—A. Yes, sir; at the same time others who had no claims have worked in the camps.

Q. You have employed the Indian labor as you have stated?—A. Yes, sir; I speak of ten, because the average number I stated was about ten; one might infer that that was the same ten, but it is not.

Q. I want to know in how many cases out of your thirty-one contracts, we will say, has the Indian who made the contract helped to clear the timber from his own land?—A. I will say about ten.

Q. And yet the contract contemplated in all cases that the Indian should do the work himself and did not contemplate that the contractor should do anything about it?—A. Yes, sir; that is with his own hands, I understood.

Q. Your construction of the contract is that this is allowed?—A. Sometimes a member of the family might go in the camp and work for wages.

Q. In that case you pay him for his labor the same as for other labor?—A. Yes, sir.

Q. You do not pay him any more or any less because he is a member of the contractor's family?—A. No, sir; and if the contractor himself worked in the camp I should pay him wages just the same.

Q. Did you, in any one of those thirty-four contracts, clear any of the land before the allotment was made to the Indian?—A. No, sir.

Q. Were allotments made in all cases to the Indian prior to your cutting timber?—A. Yes, sir.

Q. They were made by whom?—A. I suppose they had been made by the farmer and agent.

Q. When you say they were made you do not include the approval at Washington?—A. No, sir.

Q. You mean made by the agent or farmer?—A. Yes, sir.

Q. Did you ever make any contract with an Indian for his timber when there was any uncertainty as to whether the Indian was entitled to the allotment?—A. There was in some cases a question as to whether the fellow had a claim or not.

Q. Do you mean in some of those cases where you made contracts?—A. Yes, sir. For instance there might be two of the same name and only one allotment taken on the reservation. Then it is a question whether this Indian I am dealing with is the Indian that the allotment belonged to or whether it belonged to the other Indian.

Q. That is a question of identity?—A. Yes, sir.

Q. But have you made contracts in any cases where it was not known that the allotment had been made to the Indian with whom you supposed you were contracting?—A. I have made contracts with Indians where I did not know whether the allotment was all right or not, or had been approved or not.

Q. Have you made contracts with Indians where you knew there was a dispute in regard to the Indian's right?

The WITNESS. Do you mean his right to a claim?

The CHAIRMAN. Yes; his right to the claim and the timber which you were buying of him?—A. No; if I understand, in all cases he had a right to a claim on the reservation.

The CHAIRMAN. I mean that particular claim.

The WITNESS. There were some cases where it was a little cloudy; we could not tell whether he had received the claim which was selected for him or not.

Q. But you never contracted with any Indian whose right to some "eighty" was in doubt?—A. No, sir.

Q. Have you known of any cases where contracts have been made when the tribe objected to the allotments being made to the Indian; have you ever known any timber contracts made of that kind; I will ask you first if you made any yourself?—A. I have not made any myself.

Q. Have you known or heard of any such contracts being made?—A. No, sir; I knew of some who had been thrown out by the Indians; they said they had no right there.

Q. After or before contracts were made?—A. Before, that is, to my knowledge, I do not know that the contracts have been made.

Q. Do you know or have you heard whether any contracts are now being made for next winter?—A. I understand they are.

Q. Are you making any?—A. I have made some on old claims, claims which I suppose have been approved.

Q. Have you made any with Indians to whom allotments have not been made?—A. I have not during this contracting year, which began on the 1st of June.

Q. Did you before the 1st of June?—A. Along in the forepart of the winter and in the fall we got very foolish.

Q. Who did?—A. All of the operators, and spent a good deal of time and went to a great deal of expense locating claims for the Indians which it was supposed they were entitled to on the reservation, in advancing supplies, and in some cases money, in looking up the description of land for them to hand in to whoever had authority to forward it to the Department. They were poor and wanted some advances, those that were not able to work, and others we would make a contract with, put them to work, and give them a little something. We advanced a large amount of supplies on that sort of claims. I would not call them "claims" though, because we haven't got them.

Q. What have you done to protect yourself?—A. Nothing.

Q. Have you made contracts for next winter?—A. There were contracts made at that time, supposing they would be good, and some were contracts made after the 1st of January for next winter. They would be good provided the party got his claim and the allotment was made.

Q. How many cases do you know of that kind where there is a doubt whether the Indian is entitled to the allotment, or where his right to the allotment is disputed?—A. Those I had I think were all entitled to them, but none have ever got their description of allotment put on to the back.

Q. Has not this system of making allotments to the Indians and timber contracts with them, brought a lot of Indian half-breeds to the reservation who had not been residing there until this system was adopted?—A. Yes, sir; quite a good many.

Q. And are any contracts now being made there with Indians of that character, those whose allotments have not been assigned to them by the Indian agent or confirmed to them by the department?—A. I understand that there are such cases.

Q. Are Sherman and Early & Co. making contracts, as you understand, now, for next winter?—A. I have been told they are making contracts on that class of claims and on the same class of claims I have been, old ones, those that first went in that were not cut on last winter; those are the ones I have been advancing on.

Q. You understand they are now making or attempting to make them for that class of people?—A. I have been told they were.

Q. Do you understand they guaranty stumpage in those cases?—A. I do not know.

Q. Have you any doubt that they do, from your knowledge of the system which has been adopted there?—A. All I have heard anything about is the making of contracts on the printed form furnished.

Q. You do not know that there are stumpage guaranties; have you any doubt about it?—A. I do not know that there are.

Q. Have you any knowledge that the contractor in any case guarantees the Indian his land; guaranties the Indian that he shall get his allotment if he will make a timber contract?—A. An operator could not do that; such a guaranty would not be considered good, I think.

Q. He might make it, might he not; and if such contracts are being made where the land has not been allotted to the half-breed Indian and his right is in dispute, they must be subject to the condition that the land is subsequently allotted to him?—A. Yes, sir; I suppose so. I have not dealt in any of those.

Q. Have you understood that there are such cases?—A. I understand there are some to whom new allotments have been given that never lived on the reservation until the reservation was opened up.

Q. By whom do you understand they are made?—A. The operator and the farmer are the only ones I know anything about.

Q. Has Agent Gregory been there the last month or two?—A. He was there at the payment about the 1st of June. There was nothing done, he said, and would not be until the man who was appointed to make the allotments, Tom Wall, came on.

Q. Then if any negotiations are going on they are on the part of Sherman Bros. with claimants of allotments, which allotments have not been made to the Indians, and of course the contracts are made subject to the Indians acquiring subsequently the title to the land?—A. I suppose they would be.

Q. Have you understood that negotiations of that character are going on there now?—A. They are.

Q. Do you understand that Indians of that character are signing agreements?—A. I understand they have.

Q. Upon the printed blanks?—A. Yes, sir.

Q. Who furnishes those blanks?—A. I think they get them printed usually themselves.

Q. The contractors do?—A. Yes, sir. I got a copy of the original blank from Mr. Beaser.

Q. To what extent have you reason to believe, or suspect even, that contracts of this kind are being made now?—A. I think there are quite a number of them, these new contracts, being made.

Q. How many in number?—A. I could not say as to that. I do not know whether they are contracting with all who are getting their allotments or not.

Q. Who do you understand to be making or prosecuting such contracts?—A. Sherman, mainly, and Cosgriff.

Q. Cosgriff, for Early & Co?—A. Yes, sir; with the farmer, Mr. Edwards.

The select committee then adjourned until Monday, July 16, 1888, at 10.30 o'clock a. m.

WASHINGTON, D. C.,
Monday, July 16, 1888.

The select committee met, pursuant to adjournment, at 10.30 o'clock a. m.

Present: Senator Chandler (chairman), Senator Cullom, and Senator Faulkner.

The CHAIRMAN. I will recall Captain Henry.

TESTIMONY OF CHARLES H. HENRY—(Recalled.)

CHARLES H. HENRY was recalled and further examined.

By the CHAIRMAN:

Q. I want you to state, more fully than you did when you were last before the committee, everything that is now going on on the Flambeau Reservation with reference to contracts for the next winter; not only what you have been doing or trying to do, but what others are doing or trying to do?—A. I think at the close of my previous testimony I was stating that I was making contracts, and had made some fifteen contracts on old claims; I think that was my answer, what we call old claims, those that were allotted some time ago. I think I stated I had not made any on new claims this summer, but that I did last winter, in the forepart of the winter.

Q. Prior to the 1st of January, as you stated?—A. I think I so stated.

Q. Now what are others doing?—A. I have not seen other people's contracts, though I have understood that they have made some allotments and contracts with the Indians for the timber on the same.

Q. Can you give any idea to the committee of the extent to which that is going on?—A. I do not know how extensively the contracting business has been going on except from what my book-keeper has told me and from what Mr. Early testified to the other day.

Q. You may state whether or not there is any competition between yourself, Sherman Bros., and Earley as to the timber of these Indians for the next winter?

The WITNESS. Do you mean bidding or pooling together?

The CHAIRMAN. No; whether you are bidding against each other or whether you are acting as a pool.

A. We always have been bidding against each other.

Q. Are you doing so so now?—A. I am, so far as I am concerned.

Q. You have no understanding with them?—A. No, sir; I have not on these old contracts and have nothing to do with the new ones, not considering it safe to dabble in the new business.

Q. I understand you are not making any efforts to make new contracts then where the lands are not allotted?—A. No, sir; I am not.

Q. Will you state if you had any difficulty in getting on the reservation at any time to make contracts and whether you have any difficulty now?—A. I have not and did not have any trouble. I moved onto the reservation and commenced operating, as I stated on Saturday.

Q. Have you had any difficulty, not in going upon the reservation, but in getting contracts; in other words, have your facilities been as good as those of Sherman Bros.?—A. So far as I know. The facilities were not very good, of course. The lists that we had were incomplete and a good deal of it was guess-work.

Q. What lists do you refer to?—A. The lists of allotments.

Q. Of land?—A. Yes, sir.

Q. When you have made contracts have you in all cases gone upon the land with the Indian and looked at the specific timber, and have you looked at the lot-boundary lines before contracting?—A. In a good many cases, in quite a number of cases, I went on myself with the Indian, and in some other cases when I could not go I sent my woodsman to examine the timber and the chances of getting it out.

Q. Did you, in such case, understand you were buying a specific lot of timber on a particular lot whose boundaries had been defined?—A. We looked to the timber more than to the boundaries; the boundaries were looked to afterwards.

Q. But did you understand you were buying a specific lot of timber upon a lot whose boundaries had been, were, or were capable of being defined by examination?—A. The timber part of it was all right. We bought the timber and the lines were afterwards run or surveyed.

Q. How could you tell the quality of the timber unless you knew substantially the lot lines?—A. We make the lines ourselves. When we go to look over an 80-acre tract, say, we go to the corner first and then run out and pace so many steps for a quarter of a mile.

Q. You assume that that corner is correct?—A. Yes, sir; the Government corner. Then we take the location after that according to our chain, if we are using a chain, or pacing if we are not using a chain.

Q. Then your intention is to look it over substantially; I mean the lot that the Indian has or will have?—A. Yes, sir.

Q. Have you made advances to Indians on these contracts you have made for next winter?—A. Yes, sir.

Q. To any large sum?—A. I could not say what has been advanced since the 1st of June on those old claims. There were some prior to that time that were renewed the 1st of June.

Q. About how many thousand dollars of advances do you think you have on the Flambeau?—A. Of that which I considered good I should think it would foot up something like \$8,000, including what has been paid in money, teams, wagons, sleighs, and supplies.

Q. That is to the Indians?—A. A good deal of this has been paid to Indians whose timber I expected to cut last winter but could not reach. It might foot up over \$3,000 now. I have not been there; having been very busy during the season, I have not been there much.

Q. That includes not only your advances to the Indians, but your expenditures to get ready to carry out your contracts, does it?—A. That means advances simply; we have not done anything else.

Q. You say you have teams and a kit there?—A. Our kit is all stored, and part of the teams are off working on the railroad.

Q. And you do not include that in the \$8,000?—A. No, sir.

Q. You think you have made \$8,000 in advances to Indians in money or goods?—A. Yes, sir; understand me, and in teams that were advanced to them, which is their own property.

Q. That is equivalent to money, then, so far as you are concerned?—A. Yes, sir; it is all money; I paid cash for it.

Q. That is an investment of yours which you will lose unless you get the additional contracts?—A. Yes, sir; unless some one else gets them and pays me.

Q. If some one else should get the contracts and not protect you, so far as the indebtedness of the Indians to you is concerned, then you will have to lose it?—A. Yes, sir; that has been the practice on the reservation. Where an Indian has contracted with me, and also contracted with some one else at a prior date, at the date of settlement the amount that he is indebted to me would be charged up to him and paid off.

Q. The contractor seeing that you got your money?—A. Yes, sir.

Q. Are Sherman Bros. and Earley & Co. making advances?—A. I understand so.

Q. Have you any idea to what extent?—A. No, sir.

Q. I wish to ask you more about the character of this last winter of 1887-'88 as a logging season?—A. It was a hard winter to log.

Q. On account of the deep snow, I think you stated?—A. Yes, sir; we had very deep snow.

Q. Was it, in fact, an unusually bad winter?—A. It was.

Q. I will ask whether, in making logging contracts ordinarily, you would expect or make your calculations upon such a winter as this?—A. Well, we figure some on the bad feature of a season—an open winter.

Q. Would you expect such a winter as this has been in any contract you might make?—A. We are prepared to expect the worst; we hope for the best, but we figure on a margin, of course.

Q. When has there been a winter as bad as this last one on the Flambeau Reservation?—A. A few years ago we had two winters in succession that were very soft, open winters, seasons when but very little logging was done on Chippewa waters.

Q. When were those?—A. In 1877 and 1878. Since that time we had one winter which was open—a very hard winter to log; I think it was 1881, or 1882.

Q. Have the others been good winters until this winter?—A. Usually, though we have had several winters when there was too much snow up in that country. That is pretty well up in the divide, where we usually get a heavy fall of snow; if there is a heavy fall of snow in any section of the State we get it up there; we look for it.

Q. You have spoken of various improvements which have been made on the Flambeau to facilitate the running of logs. You have spoken of the construction of dams, and of the amounts invested. Please state whether or not any of these improvements and expenditures have been made under authority of a State charter, and with authority to charge tolls for

the use of the improvements.—A. They have been ; one on the reservation and one on Bear Creek ; what we call the Bear Creek Dam.

Q. By whom has that been constructed?—A. The Chippewa Logging Company put in the money to construct the dam.

Q. How with other expenditures on the Flambeau?—A. A portion of it I have expended myself.

Q. They have been private expenditures?—A. Yes, sir.

Q. Have a larger portion of the expenditures to facilitate logging operations on the Flambeau been made by the Chippewa Logging Company under its charter?—A. Yes, sir ; they have expended more money than we have.

Q. Have the company a right to charge tolls?—A. Yes, sir ; they have a right to do so, but they have not charged them ; it is not customary. Nearly all the dams, all on the main streams of the Chippewa, are built under a general charter, under which they have a right to charge a toll, but they do not do it.

Q. It is not customary to do it?—A. No, sir ; the only dam where they charged a toll was the Paint Creek Dam, near Chippewa Falls, and that went out in the flood of 1884. But there are none of the main river dams where they charge tolls. On these side streams, where individual parties have built dams, they have charters and they collect toll.

Q. Do any of these improvements on the Flambeau subserve the purposes of running logs which are not cut on the Flambeau?—A. They help to hold the water in reserve for general log-driving purposes.

Q. Are there any logs which are brought to market by the aid of those dams or improvements on streams above the Flambeau, which streams run through Flambeau?—A. No, sir ; there is no stream running through the Flambeau Reservation on which logs could be driven. There is another stream called the Manitowash, or North Fork of the Flambeau, which was improved to help the log-driving on the main Flambeau River, or main North Fork of the Flambeau, from the mouth of Bear Creek down.

Q. To what extent is this dam on the Flambeau important for the purpose of ponding water and letting it out in the summer at low water to aid in floating down the logs?—A. The principal thing we wanted to get the dam in for last winter was to hold the water back and keep the high water of the spring from throwing the logs out on the bottoms along which the logs were landed. Bear Creek has no banks, or but very few points where there are banks to get them to the stream, the whole length of it, and if they are once thrown out on these bottoms we would have to get the water back on the bottoms in order to get them out at all ; it would be impossible to drive them otherwise.

Q. How does that permit their being thrown out?—A. We hold it in the pond instead of letting it go down the creek, where this spring we had a little more than 17,000,000 feet below the dam, if my memory serves me, landed in the creek below the dam ; and if we had not had a dam there to hold that water when the streams were breaking up and the snow going off, the spring freshet, we never could have got the logs ; they would have gone all over the country a mile from the river.

Q. Would such a dam hold back water sufficiently to check the current any length of time below?—A. Yes, sir ; we held the water there about fifteen days. It is a flat, sluggish stream, and I think it was about fifteen days that we held the water there and put a large number of men on to drive the logs out of the creek.

Q. You ran them out of the water and got ahead of the freshet?—A. Yes, sir ; we held the water there.

Q. Did it make a large pond?—A. It only raised 32 inches in the large lakes, and we held that water there so as to be sure to get out logs ahead of the freshet.

Q. What use did you make of the water later in the season?—A. We drove these logs into the creek out of the river.

Q. You hold the water back when it is not needed and let it out when it is needed?—A. Yes, sir.

Q. How far down the stream was the influence of that water felt?—A. It would be a long ways down. It was about the 1st of April before we closed the dam—along the first days of April when we closed it—and of course we did not get much head on, so that we did not feel that water much below the mouth of the creek, except on the bottom lands.

Q. When were you through driving the logs out of the main river into the booms?—A. We got through the 18th of June.

Q. You began to stop the water about the 1st of April?—A. Yes, sir.

Q. Was the great bulk of the snow then unmelted?—A. Yes, sir.

Q. So that the water from melting snows above the dam was retained in the ponds and in the bed of the stream?—A. Yes, sir.

Q. Did the dam make any new ponds?—A. No, sir; the water did not flow back to any great extent; there would be some low ponds around near the lakes that it would flow back into.

Q. Has the company obtained the right to flow the land around the lakes?—A. Yes, sir; it has.

Q. Does it pay damages or purchase the right?—A. If there are any damages caused by the overflow it pays for them. I will say that usually the banks are abrupt, high banks, and we do not flow much land.

Q. It simply raises the surface of the water without spreading further out on adjacent lands?—A. Yes, sir; I will say that there is no timber that would be destroyed, as the most of the way around these lakes the land has been burned over and the timber killed; that is, a large portion of the timber is killed around the lakes.

Q. Constantly flooding timber will kill the trees, will it?—A. Yes, sir; it will, but this has been killed by the fires and wind.

Q. To what extent could you keep water on a timber tract year after year before the timber would be killed?—A. In the spring the water does not affect it very much. If it is held all winter or held in hot weather, in the summer, it will be killed.

Q. It would not kill the trees to have the water on them for one season, would it?—A. It would in the summer season.

Q. If you held water on pine land during the whole of one summer would it kill all the trees?—A. Yes, sir; it would kill all the trees on that flowage; they would turn red and die the next spring surely.

Q. I want to ask you a question about the policy which you deem to be correct in dealing with these Indian allotments. What is the objection to clearing part of an "eighty" of pine timber and leaving the rest?—A. The danger of the remaining portion being destroyed by wind and fire.

Q. Suppose you had an "eighty" on which you wished to make a home for yourself, or where some one else wanted to reside, and you desired to clear a portion of the timber, what measure, if any, would you adopt to prevent the rest of the timber from being destroyed by fire?—A. I would clear it along the edge, and "back-fire" on the edge of the timber before it got dry.

Q. Does the liability to fire on a partially cleared lot arise from the burning of the underbrush or débris that is left?—A. Yes, sir.

Q. Then if you burn that off carefully, you have removed that source of danger, have you not?—A. Largely.

Q. Practically, is there any difficulty in protecting from fire an "eighty," or a bunch of "eighties," if the owners would co-operate to do so?—A. I would say in a general way, that there is. We have large forests of pine up there, or that which has been standing pine, which has been burned over, hundreds and thousands of acres. In a very dry season the fire can run for miles through heavy bodies of timber.

Q. What I want to get at is whether in the process of settling up a country with pine timber, an owner of 80 acres, or several owners, could adopt any system of cutting any portion of the land and preserving the rest from fire that would be effectual?—A. They could guard against it and fix it so that the fire would not be so liable to get out from their own premises, while they could not protect it from other premises or prevent its coming from other quarters or directions.

Q. Unless they cut the timber along the line?—A. Yes, sir.

Q. Suppose you had an "eighty" covered with timber, and were to cut the timber off one end of it, one-half of it, and suppose you were to cut around on your boundary all the rest of it, leaving twenty or thirty acres without any other timber near it, could you not protect that from fire?—A. As I say, it would help somewhat towards protecting it. Clearing off and "back-firing" in the spring is a guard against it.

Q. If you interposed a cleared space between your bunch of timber and the timber of your neighbors, you would be tolerably well protected would you not?—A. Fairly; yes, sir.

Q. Would you do that if you were going to make your home on an 80 or 160 acres, or a larger quantity of land?—A. I would burn my own, but perhaps my neighbor would not let me on to his.

Q. Would you not clear your timber in such a way as to facilitate you in protecting what you reserved?—A. I certainly would if I was making a home.

By Senator FAULKNER:

Q. What space would have to interpose and be made between two bodies of timber to prevent the fire from crossing?—A. It would depend largely upon the condition of things. If we had a long drought, weeks of drought, and there was a good deal of vegetation lying on the ground, a fire would "jump," you might say, over 46 rods or more. I have seen it when the wind was blowing hard, and it would blow from one point to another, of course, if there was anything there for it to catch on, if it was dry timber. It would depend upon the condition of things in the woods. At some seasons fire will not run at all, and at other seasons it will run wild, and I do not know but what the fire will jump further than I stated; it depends on the condition of the vegetation.

Q. There is a natural grass which grows on that soil?—A. Yes, sir; pine cones, and boughs, and dried wood, dry saps, with pitch in them, and punk.

Q. And that grass gets dry during a serious drought in that section of the country?—A. Yes, sir; when we have a dry season it gets very dry.

Q. These improvements that you speak of on the upper part of the Chippewa waters, were they not made entirely for the purpose of getting the logs from the Flambeau Reservation to market?—A. They were. There was one I spoke of, the north fork of Flambeau dam, or

the Manitowish dam, which was built to improve or help the driving of the main river, which of course would aid us in driving the logs which came out of Bear Creek. That is a dam north of the reservation and off from it. The others were built to facilitate driving from the reservation.

Q. You speak about some hearsay evidence of contracts being made, as you understand, in reference to "eighties" that have not yet been allotted, during the present summer?—A. I say they have not been allotted. They were not on the old list, but I have been told that they are on the book now; that they have been put on the book and allotted by the farmer.

Q. They have been allotted by the farmer but have not been approved by either the agent or the Department?—A. That is as I understand it. I asked the agent in regard to it and he said he had not approved of them, those new claims as we call them.

Q. If you made a contract for an "eighty" in that condition of title, would you not assume all the risk of whether that allotment was ever made or approved by the agent or by the Department?—A. I should, and that is the reason I instructed my men not to make any contracts on those new claims; that I did not think they were good for anything and would not be until Special Agent Thomas Wall, or his successor, or some one else, came there and approved of them.

Q. Then it would be simply a conditional contract that in case of the approving by the agent and the Department of these assignments or allotments, you would have the right to cut the timber under the terms of the contract?—A. Yes, sir.

Q. And that whole risk is taken by you?—A. Yes, sir; that is the way I look at it.

Q. As I understood you the other day, you knew of no approval of any contracts of that sort by the agent until after the allotment had been approved by him?—A. I am not aware of any of these new claims being approved, or of contracts on the new claims, except what the farmer has done. I understood he approved some of the contracts; the book-keeper told me so.

Q. You are in as bad a condition in reference to the old allotments, in the contracts that you have made this year, as a man would be as to the new allotments, so far as any advance you have made is concerned, by reason of the anticipation of the completion of the contract with the Indians on those old allotments, are you not?—A. I am not very well posted in regard to the old claims.

Q. What I mean is this: If the agent should not approve your contracts to the Department then you would have no remedy whatever?—A. Certainly not.

Q. So that you are making them just based on that contingency and taking all the risk even as to that?—A. Yes, sir.

Q. Just the same as the others?—A. Yes, sir. I made the contracts on the old claims, thinking they were better and safer.

Q. But, for example, if the Department should determine not to have any Indian timber cut on this Indian reservation next year, then your contract would be of no value?—A. Yes; that is the way I look at it.

Q. In other words, you are anticipating the action of the Department?—A. Yes, sir.

Q. I believe I understood you to say that it was the habit and custom of Indians to congregate in villages and not to locate upon any of these tracts of "eighties" that were allotted to them except in exceptional cases?—A. Yes, sir; it is. They have got in together there, I really do not

know how many houses they have built, some frame houses, or block houses of these hewed logs, and they live there the greater part of the time in the village. When the hunting season comes they go off and hunt, take their wigwams and traps regularly, and go beyond the lines of the reservation in some cases.

By the CHAIRMAN :

Q. What do they get?—A. Deer and other animals and ducks and geese. They go off in the trapping season, of course, and trap for fur, and in the spring they go off and make maple sugar and some of them go way beyond the lines of the reservation. Then they go off on the hard-wood ridges a good deal in the spring to plant their potatoes and sow their rutabagas and beets and other garden stuff. They look up a good piece of land and plant on it.

By Senator FAULKNER :

Q. Do they plant that on their "eighties" or just find the best tract of land they can and go to work and plant it?—A. They plant it wherever they happen to think best to open up a clearing and plant.

Q. Can you state to the committee how many of these "eighties" have houses built upon them or are inclosed by fences on the Flambeau Reservation?—A. I do not know of one being inclosed by a fence. There are some logging camps on some of the "eighties." If they are convenient to the sugar bush they live in the logging camp, or put their stuff into the logging camp in the spring and move out just before sleighing breaks up and live in a wigwam while making sugar.

Q. They utilize the logging camps put up by these loggers?—A. Yes, sir; in a few cases; where it is convenient to do so.

Q. What class of pasturage do you have on those reservations for stock?—A. It is very poor until, say, three or four years after the timber has been cut off and tame grass gets in there. Having stock on the ground in the woods during the winter, the seed of the timothy and clover gets scattered and the tame grass comes in and makes a pretty good pasture, but there is none of that on the Flambeau now; it is not old enough.

Q. What is the value of that land on this Flambeau Reservation for agricultural purposes?—A. A small portion of it, the hard-wood ridge part of the reservation, is very good soil.

Q. What proportion does that hard-wood ridge soil bear to the whole of the reservation?—A. I should not think there would be more than one eighth or one-quarter, if there is that. There is a good deal of pine barrens, where there is no timber to speak of, except that which is scrubby and worthless. There is a good deal of swamp also. There are a good many lakes. They plant their potatoes and garden stuff on light soil also. They have a good many patches of potatoes planted right around the village on light sandy and gravelly soil.

Q. When you went to make your settlement with the Indians, Agent Gregory always supervised those settlements on behalf of the Indians and the Government, did he not?—A. He did when he was up there. The two seasons that I operated there he was there at the settlement and had charge of it.

Q. Then he ascertained in the settlement with each Indian what the stumpage was that you had agreed to pay him, did he not?—A. Yes, sir; he had our books, and also a statement made of their accounts, an itemized statement, and the footings of the statement, the amount charged to him for supplies, money, etc. Then, at the bottom, was the amount of the scaling of timber cut from the allotment, and then, of

course, he had the inspector's report as to the scale to compare with our figures, with the price carried out and footed up and the sheet balanced.

Q. But the point I desire to direct your mind to is that that brought under his attention the value of the stumpage that you contracted to pay to the Indian?—A. Yes, sir.

Q. And he could see whether that was a fair and reasonable price for stumpage or not?—A. Yes, sir, he did; he had access to all of those figures.

Q. Are you sufficiently acquainted with the facts to state whether or not he did not know at the time of the approval of the formal contract what price you had agreed to pay for stumpage?

The WITNESS. Did he not know it at the time?

Senator FAULKNER. Yes.

A. Yes, he knew it at the time.

Q. Then he would, in his approval of that contract, have the formal contract which was so much per thousand, and he would have also the fact before him of the value that you had put upon the stumpage for that particular "eighty"?—A. Yes, sir.

Q. When he approved the contract?—A. Yes, sir.

Q. You speak from hearsay, as I understand, entirely, upon the rumors and reports, in reference to the price that Sherman is paying for his stumpage; I understand that is entirely hearsay; you have had no conversation with Sherman?—A. Well, nothing only last season when they first commenced he said something in regard to the value of stumpage or the price of contracts.

Q. Did he tell you himself what he was paying any particular Indian for stumpage?—A. No, sir; he did not mention any particular Indian's name; he only spoke in a general way.

Q. Of the value and not of the actual contract, as I understand?—A. No, sir; I knew nothing about his contracts only from hearsay.

Q. So that whether he actually contracted for a higher or a lower price you have no personal knowledge?—A. No, sir; I have not.

Q. But only base it upon the rumors and reports upon the reservation?—A. Yes, sir; I have not examined his books nor his contracts.

Q. The chairman questioned you in reference to the character of merchantable timber, and you gave to him your construction of a clause in the contract which required the logger to cut all to 10-inch timber. Has that construction been carried out by you in the performance of your contracts with the Indians?—A. I believe I explained that the other day. There would be some large coarse tops that we could not cut down to 10 inches; we would not consider it merchantable timber.

Q. That is because it was not merchantable?—A. Yes, sir; because it was not merchantable. There is a smaller class of timber, which I mentioned, that we can cut down to 10 inches and that we do cut; I caused that to be cut.

Q. As I understand, all contracts involve the idea that the timber must be merchantable?—A. Yes, sir.

Q. That you were obliged to take?—A. Yes, sir.

Q. Both with the Indian and with white men?—A. Yes, sir.

Q. And this is only an additional provision which fixes the size of timber which shall be regarded as merchantable, this 10-inch clause?—A. Yes, sir.

Q. And yet there are other matters which enter into the question of whether timber is merchantable besides the mere fact of size?—A. Yes, sir.

Q. And that is governed and controlled entirely by the custom of the

country out there?—A. Yes, sir; they were treated the same. We insert that clause in regard to size and the merchantable part in contracts where we deal with white men just the same as with the Indian. I will say that I cut this Indian timber just the same as I would cut a white man's timber. They followed me up pretty close on that, a great many of the Indians did, and would go and look the land over and find fault if there was some left, and I would have it cleaned up.

Q. That same understanding which you had in reference to the character of timber to be cut was the understanding of Mr. Gregory, as the Indian agent, of the extent of your contract; I suppose, too, he understood that you were to cut merchantable timber just as you understood it yourself?—A. Yes, sir.

Q. The chairman asked you in reference to a list of thirty-one Indians that you contracted with, and you stated that you had employed, you supposed, about ten of those men to assist in cutting their "eighties"?—A. Yes, sir; those that worked in the camp received wages.

Q. Now, what I want to understand from you is how many Indians you contracted with among the thirty-one, in addition to the ten who were either squaws or minors not capable of working?—A. Some were too old to work. I do not think there were more than three or four others who would be able to work.

Q. Out of the thirty-one?—A. Yes, sir; I do not mean to say those ten worked all the time; they would come and go from the camps.

By the CHAIRMAN:

Q. You say you cut over the allotments clean in the case of an Indian contract, just as you would in the case of a contract with a white man. Do you know whether other contractors have done so or not?—A. I do not know to any extent what they have done; I have seen nothing except as I have crossed the land and been on the tote roads.

Q. Do you mean you have cut clean in every case the first winter?—A. No, sir; I did not mean when I said I had cut it clean that I had cut all of it clean in every case.

Q. I did not understand you to say that, but you said you had cut just as clean under those Indian contracts as under a contract with a white man?—A. Yes, sir.

Q. Now I ask you whether you have done that in the first winter; whether you have cleaned your lot in every case the first winter?—A. I cleaned up one "forty" in every allotment the first winter; I ran the line around each "forty" and cut that clean.

Q. The portion that you cleared, you cleared all up the first winter?—A. Yes, sir; and took what I considered the merchantable timber off from it, or in other words, I cut it as closely as I would a white man's timber.

Q. And as you understood, the contract, express or implied, required you to do it?—A. Yes, sir; and I did so last winter.

Q. Are you able to state whether other contractors on the Flambeau have done the same?—A. I can not say whether they have cleaned up or not.

Q. Have you known any second cuttings to be made on the Flambeau?—A. Not a great deal; it is mostly new timber. There is some starting in where they left off the season before; that is always the case.

Q. Have you known any second cuttings to be made on the Court Oreille Reservation?—A. Yes, sir; quite a good deal.

Q. More than on the Flambeau?—A. Yes, sir; because they have,

been working there longer. They are getting timber off lands now that was cut the first few seasons that was left.

Q. It has grown some in the meantime, I suppose?—A. Not much; you could not perceive any growth.

Q. Then these second cuttings could only be made where the lot was not cleaned up in the first instance?—A. Yes, sir.

Q. If the lot was cleaned up in the first instance there would not be second cuttings?—A. No, sir.

Q. So that where there are cuttings to any extent it is an implied fact that the first cutting was not a clean cutting?—A. Yes, sir. I think it is wrong to leave timber in that way, and that is the reason I have cleaned it up.

Q. And you have cleaned it because you understood you were obliged to do so?—A. Yes, sir; I understood I was obliged to, and I also thought it was wrong to leave timber in that way.

Q. But you have not been able to point out any clause in the contract that required you to cut it clean?—A. The contract, I think, says that all the merchantable timber shall be cut clean.

Q. It reads that the Indians shall cut it, but not that you should.—A. Well, the Indians say I am working for them now.

Q. Can you form any estimate of the amount of pine timber there is now on the Flambeau?—A. I can make a guess at it.

Q. Please do so.—A. I should say there was something like 125,000,000 to 150,000,000 feet.

Q. The cutting of timber has been going on there only two seasons, I understand?—A. Yes, sir.

Q. How much has been taken off in those two seasons?—A. About 40,000,000 feet.

Q. Therefore you think about one-quarter of it has been taken off?—A. Yes, sir.

Q. And if 50,000,000 feet a year for the next three years were cut off, you think it would be pretty nearly clean?—A. Yes, sir.

Q. And if 25,000,000 feet a year were cut off it would take twice as long?—A. Yes, sir. I have not made anything like an accurate estimate, please understand. In 1873 I went over a large portion of that reservation and estimated it, and I had another estimate made by another party of the whole reservation, which was 325,000,000 feet.

Q. When was that?—A. It was in 1872 and 1873; finished up in 1873.

Q. Between 1872 and 1883 there was none cut?—A. No, sir; but there was a good deal destroyed by wind and fire.

Q. So that you still think there is left there now 150,000,000 feet?—A. Yes, sir; I think a good deal of windfall could be picked up, which would add to the estimate.

Q. But of the first quality standing timber you think 150,000,000 feet a fair estimate?—A. I think so.

By Senator FAULKNER:

Q. When did they commence cutting on the Court Oreille?—A. I should think seven or eight years ago, if my memory serves me. I think I saw the first lot of logs which were cut over there.

Q. Do you know whether the second cuttings which have been made during the last two or three years was timber cut four or five years ago, or when?—A. I did not go on to the land to see them, but I understand (and I get it from pretty good authority) that that is the case; that the timber that was cut two, three, or four years ago they have been cutting over a year ago last winter.

TESTIMONY OF WILLIAM R. DURFEE.

WILLIAM R. DURFEE, having been duly sworn, was interrogated as follows:

By the CHAIRMAN:

Q. Please state where you reside and what your present business is.—A. I reside at Ashland, Wis., and am manufacturing lumber.

Q. For what period of time were you Indian agent at La Pointe Agency?—A. For about four years.

Q. Ending when?—A. Ending in May, 1885, I think.

Q. Were you removed from office or did you resign?—A. My term of office had expired.

Q. At the time you went out?—A. Yes, sir.

Q. Then you were in office, in fact, substantially during the term of the Garfield-Arthur administration?—A. Yes, sir; all of the terms of President Garfield and Arthur.

Q. Did you originate the system of timber contracts expressed in the circular-letter sent out by you in 1882?—A. Yes, sir.

Q. Look upon the circular as printed on page 11 of the record of our testimony and state if that is the circular referred to?—A. (After looking at the page in question.) Yes, sir; that is the circular issued by me.

Q. Have you read the testimony taken in this case?—A. I have read nearly all of it, I think.

Q. Were you furnished with copies of it?—A. Yes, sir.

Q. State whether or not you are familiar with many of the documents contained in the record furnished to the committee by the Secretary of the Interior, transmitted in letter of April 2, 1888, beginning on page 258 of the record and going on to page 494?—A. Yes, sir; I have read nearly all except the statistics and schedules; the main portion of the document I have read.

Q. When you became agent at the La Pointe Agency how many allotments of land in severalty to the Chippewa Indians had been made on the four principal reservations, according to your recollection?—A. My recollection on that, and on very many subjects connected with the matter, will be dim. I have not given the matter any attention since I left the agency, and these matters of figures have gone out of my mind.

Q. The committee understand that you are only going to give your impressions, which are subject to revision later if you find you have made any mistake. But having referred to the Chippewa treaty of September 30, 1854, printed in volume 10, Statutes at Large, page 1109, and having referred to the right to allotments in severalty in article 3, on page 1110, how many of such allotments had been made on any of the four reservations, or to what extent, from 1854 to 1881?—A. On the Red Cliff Reservation I think that perhaps half of the lands had been allotted, and perhaps more. On the Bad River Reservation a few patents had been issued.

Q. How many?—A. I would say 40 or 45, though that may not approximate very closely. On the Court Oreille Reservation some patents also had been issued, but what number I could not say—not a great number; only a very few. On the Flambeau there had been no allotments whatever made.

Q. And on the Fond du Lac Reservation?—A. No, sir; none had been made there previous to my administration.

Q. None on the Flambeau and Fond du Lac?—A. No, sir; and none on the Flambeau during my administration.

Q. State whether or not the Indians, to whom allotments had been made under the treaty, were as a general thing living on their allotments.—A. No, sir; they were not; very few of them were.

Q. How many allotments were made during the four years you were agent, under the Chippewa treaty, or how generally were allotments made?—A. Allotments were very generally made; the number I could not specify. On Fond du Lac there were but few made. On Court Oreille and Bad River they were very generally made and on Flambeau none. Some were made also on Red Cliff Reservation.

Q. The Dawes severalty act was not passed while you were in office?—A. No, sir.

Q. Can you tell why so few allotments had been made under the treaty prior to 1881 and 1882?—A. I can not; I think the Indians generally were opposed to receiving lands in severalty.

Q. Here was a period of nearly twenty-eight years during which comparatively few allotments were made. How do you account for the unwillingness of the Indians to take allotments?—A. For one reason I do not think the matter was ever urged upon them at all, and then the older Indians were strongly prejudiced against receiving allotments in severalty or having the members of the tribe receive them. They seemed to have an idea that having once received an allotment their control over the balance of the reservation passed out of their hands and that they would lose that much of their lands by receiving allotments.

Q. What was the policy of the older members of the tribe in reference to the habits and manners of life of the Indians and with reference to the property they were supposed to have in the reservation lands?—A. The policy of the chiefs and the older members of the tribe was to continue tribal relations, which gave them a standing in the tribe which they would not have as they became more civilized, and they realized that fact.

Q. And how did they want to have the tribes live, in Indian villages and wigwams, and subsist by hunting and what they could get in one way or another, or were they willing that the tribe should apply themselves to agriculture?—A. I can only speak of the custom. Their custom was to live together in villages, and their agriculture amounted simply to a little garden patch with a few potatoes, a little corn, and a few vegetables.

Q. Up to 1881 or 1882 this aversion to any breaking up of tribal relation or relaxation of their hold on their lands by having them in severalty continued a very strong sentiment with the tribe?—A. Yes, sir; I had trouble with the Fond du Lac Indians to induce any of them to take allotments. I held councils with them, but the system was strongly opposed by the older Indians of the reservation.

Q. You have stated that you think you originated this system?—A. Yes, sir.

Q. I wish you would state the policy which you conceived and recommended, and, concisely, without repeating any documents, the features of that policy, and you may omit answering that question (with the consent of Senator Faulkner) until this evening.

The select committee then adjourned until 8 o'clock p. m.

WASHINGTON, D. C., *Monday, July 16, 1888.*

The select committee met, pursuant to adjournment, 8 at o'clock p. m. Present, Senator Chandler (chairman), Senator Blackburn, and Senator Faulkner.

The CHAIRMAN. I will recall Mr. Durfee.

TESTIMONY OF WILLIAM R. DURFEE.—Recalled.

WILLIAM R. DURFEE, having been recalled, was further interrogated as follows:

By the CHAIRMAN:

Q. I wish you would state the policy which you conceived and recommended, and concisely, without repeating any documents, the features of that policy?—A. I will say, in answer to that question, that when I took charge of the La Pointe Agency there seemed to be no particular policy in force in regard to the cutting of timber on those Indian allotments. Quite a number of the Indians had received allotments years before and perhaps they had cut some. Sometimes there was a ruling of the Department that they could cut and clear on their allotments, and sell the timber therefrom, and at other times the rulings were exactly the reverse, that they were not allowed to cut anything at all. That was about the state of the matter when I took charge. It seemed to be the desire of the Department that the Indians should select these allotments in severalty, but I found a good deal of difficulty in getting them to do so.

Q. Referring to article 3 of the treaty of 1854, I find that it states that the President may, in his discretion, assign to each head of a family or single person over twenty-one years of age 80 acres for his separate use, and, as fast as the occupants become capable of transacting their own affairs, issue patents therefor, with such restrictions of the power of alienation as he might see fit to impose. Have you any knowledge as to what restrictions as to the power of alienation were inserted in the patents which were issued?—A. My impression is (though I am not positive about it) that they were restricted from alienating their lands for twenty-five years from the date of the issuance of the patent. I think that is incorporated in the body of the patent, but I am not sure about that.

Q. In addition to that restriction was there any restriction upon the right to sell timber?—A. No, sir; nothing was specified in the patent.

Q. And thereupon, therefore, it became the duty of the Department to say whether an Indian could or could not sell his timber?—A. Yes, sir.

Q. What had been the rulings prior to the time you became the agent?—A. There had been different rulings. It had been ruled that an Indian had no right to cut and sell timber from the land, and it had been ruled by other commissioners, in previous years, that they could go and clear such lands as they wanted to cultivate and sell the timber therefrom. In other cases timber had been cut on some of the allotments on the Bad River Reservation; I do not know under what ruling or where the timber was cut, but there was cut for the Canadian market large, square timber, which required the very best logs on the "eighties." Quite a number of them had been cut years before, but that was all the timber cutting I knew about.

Q. Now, proceed with your statement about the policy which you proposed.—A. One of the objections which the Indians made to receiving their allotments in severalty was that it was of no benefit to them after getting it; that they could not improve the land or cut off the timber and therefore it was of no benefit to them; that owning 80 acres of standing timber without authority to use it was of no benefit to them. I corresponded with the Commissioner of Indian Affairs on the subject, and as I was a little enthusiastic then and desirous to do something

for the Indian, I recommended this line of policy which was afterwards adopted. After some correspondence I received instructions from Secretary Teller, through the Commissioner of Indian Affairs, to draw up a form of contract which would embody the suggestions I had made with regard to the cutting and selling of timber, which I did. The form of contract is very similar to the one introduced in evidence.

Q. Have you the one you drew up?—A. Yes, sir; I have a copy of it.

The CHAIRMAN. Please let me see it.

[The witness submitted the paper called for.]

The CHAIRMAN. Is that one of the first contracts you drew up?

The WITNESS. Yes; one of the first ones.

The CHAIRMAN. Is it the same as the blank contract on page 6 of the record?

The WITNESS. It is with the exception of the words "and this contract shall terminate" and the words "and shall not be assigned or sublet under penalty of annulment thereof," which words were not in the contract as I drew it up. In all these contracts of this form there was written in in that blank space a description of the portion of the land which was to be left intact; there was a plot of the 80 acres.

Q. That was in all the contracts which you made?—A. Yes, sir.

Q. You have not got to that yet. The question is as to your plan for doing it, not how you carried out the plan.—A. The plan of doing the work is embodied in this contract and in a circular which I also drew up and submitted to the Commissioner of Indian Affairs, and he had a number of them printed here for me and sent to me.

Q. Is that circular the one which is printed on page 11 of the record?—A. Yes, sir; it is the same.

Q. Now you may go on and state the views which led you to propose this system as to the welfare of the Indians.—A. My idea was that it was not to the advantage of the Indian to have all his pine cut off, to sell his stumpage, and get a large amount of money without labor, because he would not know the value of money coming to him in that way and it would soon be squandered; that all he would have left would be the land covered with stumps and would be in a poorer condition than when he began. In giving these allotments it is of course impossible to make, as I might say, an equitable division of the lands among the Indians. One "eighty" will have on it 2,000,000 feet of pine and another "eighty" have perhaps only 50,000 feet of pine; and if the Indian with the 2,000,000 feet of pine could sell off his stumpage at \$2 or \$3 a thousand and the other at the same rate, one would derive very much more benefit from it than the other.

Q. How did you propose to prevent that; by either your system or your management of that system?—A. My idea was that, although the cutting of this pine by the Indians would not be, perhaps, as profitable for the man who owned the stumpage, yet for the general benefit of the Indians the money which came out of the pine, not only the stumpage, but the money for the labor, would be distributed among the Indians of the reservation. Instead of getting \$2 for stumpage they would get \$6 for stumpage and labor; that they were not only getting a greater pecuniary value in the aggregate, but that they were also being educated in the art of supporting themselves.

Q. To what extent did the idea that the Indians would make homes on their particular allotments enter into your plan, if at all?—A. That was the intention, that they should make their homes upon their allotments. I did not expect to be very successful in that; that is to say, I

did not expect every one of them, or a large portion of them, would at first make homes upon their allotments; that I left for the future. I expected that under this ruling as to the Indians getting off the pine themselves, that the work would last for a great many years; that one or two new generations of Indians would grow up during that time, and, although it might be difficult to learn the old ones to work, that the younger ones growing up in the community might improve and become self-supporting men, and having acquired the habits of labor and some of them having improved their allotments and made farms, etc., it would be a good example for the others; that there was a possibility and even a probability that many might improve and farm their allotments in time to come.

Q. Was your plan fully approved by the Department?—A. It was fully approved by the Department. There were some small changes made in the original contract that I drew up. I made no provision for the preservation of a portion of the timber. That was put in the contract by the Department, by the Commissioner.

Q. The provision that only three-quarters of the tract should be cut off and one-quarter left was not a part of your plan?—A. No, sir; that was not in the contract as I drew it up.

Q. Were there any other conditions to the circular that were not advised by you?—A. That was in the contract proper. The only other change which was made was this: When I drew up the contract I said it should be valid only when approved by the Indian agent. That clause they changed and added the words "and the Commissioner of Indian Affairs." That change was made in the office.

Q. Are all the letters approving of your plan and authorizing you to go ahead with it contained in the printed testimony, apparently, as you have examined it?—A. Yes, sir; apparently; I can not recollect.

Q. You did not miss any of them in reading the testimony over?—A. No, sir; nothing I thought of importance; I think they are all contained in it.

Q. Now I will ask you what the quantity of pine timber was in 1882 on each of the reservations, and the number of able-bodied men able to work, as near as you can state.—A. My estimate of the timber may vary greatly, as I have obtained that principally from information which I have gathered from one and the other. I never have explored the reservations and have not special knowledge of timber.

Q. Have you not been on all of the reservations?—A. Yes, sir; I have.

Q. But you have not explored the outskirts in order to make a judgment?—A. No, sir.

Q. You may give your judgment or opinion, such as it is, as to the quantity of timber on each reservation.—A. My idea was that on the whole of the Court Oreille Reservation at the time of the commencement of this work there was perhaps between 350,000,000 and 400,000,000 feet. Of the able-bodied Indians I could not give you the number. The population was about 1,000, I should think; it was 1,100 by the census, I think.

Q. What would probably be the number of able-bodied Indians able to work on timber?—A. There would be perhaps 150 to 200.

Q. Then that is your estimate, is it?—A. Yes; that would be my estimate.

Q. Now, take the other reservations and give your judgment as to them.—A. I will explain that. The logging that winter and the first

two or three winters was principally done on Court Oreille Reservation; there was no logging done on Flambeau. The working Indians from Flambeau and from the Fond du Lac Reservation (where there was no logging until the last year) came to Court Oreille to work in the lumber camps. On the Flambeau Reservation, from the best authority that I could gain at that time, I should think there were 300,000,000 feet of pine. I understood that some was afterwards destroyed by windfall. But from 300,000,000 to 350,000,000 feet it was estimated by men who were good judges. As to the number of able-bodied Indians on Flambeau Reservation, I do not think at that time there were over 75 to 100. On the Bad River Reservation I should think perhaps there was 100,000,000 feet of pine.

Q. In 1882?—A. Yes, sir; and possibly more. Upon the Bad River Reservation and in the vicinity I should think there were 150 able-bodied Indians. Many of them were not actual residents of the reservation. They worked in Ashland and at La Pointe, at Bayfield and vicinity. At Fond du Lac I could not give you any estimate whatever of the timber. I know nothing about it except that there was timber there. Of actual residents upon the Fond du Lac Reservation I do not think there were over 40 or 50 able-bodied Indians. In the neighborhood of all these reservations, as I explained before, there were numbers of half-breeds and Indians who were working in different capacities and who went back on their reservations to log.

Q. Were they Indians or half-breed Indians entitled to come on the reservations as members of the tribes?—A. Yes, sir; they had formerly been enrolled and received annuities as members of the various bands.

Q. Did you form an estimate or opinion as to the length of time which under the system adopted by you it would require to substantially clear all the pine timber from the reservations?—A. Yes, sir; it appears in the testimony there in a communication of mine to Commissioner Price that I estimated it would take about forty years to cut all of it.

Q. State now, if you please, the quantity of timber cut off from the reservation during the three years while you were agent, and if there is any account of it in the testimony already taken refer the committee to that account.—A. I have looked over the testimony as printed and I have gotten my figures from that. I get them from my reports of the season's operations as sent to the Commissioner. During the season of 1882-'83, according to the testimony, there was cut from the Court Oreille Reservation 3,299,000 feet. That seems to me smaller than it was. I leave off the last two figures in my footings. From the Red Cliff Reservation there appears to have been cut 2,568,000 feet. I do not find any report of the cutting at Bad River and I do not recollect distinctly whether there was any lumbering done on the Bad River the first season or not.

Q. Are you able to state whether, if there was any, there was not a large amount?—A. There was not a large amount; it was a very small amount the first year. That is all the memoranda I could find, and I think that covers it all. There was nothing cut on Fond du Lac or on Flambeau in 1882-'83, and none cut on Flambeau during my agency.

Q. Can you estimate now the gross amount of the contracts the first year, 1882-'83, and the gross amount of money paid for the timber?—A. It was somewhere about \$40,000.

Q. You get that amount by reckoning it at \$6 to the thousand?—A. I reckon it at \$5.75. The contracts ran from \$5.50 to \$7.

By Senator FAULKNER:

Q. Does that include all the reservations?—A. Yes, sir; it includes them all the first year. I may not be absolutely correct in this, but it is to the best of my memory.

By the CHAIRMAN:

Q. Now, take the second year, 1883-'84, and state how much timber was cut on each reservation.—A. According to the reports brought in here by Commissioner Atkins, on the Court Oreille Reservation there was about 31,000,000 feet; on the Bad River Reservation, 9,000,000 feet; and on the Red Cliff Reservation, 3,000,000 feet, approximately.

Q. And none on Flambeau or Fond du Lac?—A. No, sir; none on those.

Q. Now give the total amount.—A. The total is 43,000,000 feet.

Q. And the total amount in money?—A. About \$250,000.

Q. And the price on the bank?—A. For the winter of 1884-'85 I could find no account of it, but the amount was about the same as in the previous years, the same as in 1883 and 1884.

Q. It was about the same in number of millions of feet and about the same in amount of money?—A. Yes, sir; to the best of my recollection.

Q. You may state your plan of doing the business or allowing it to be done during those three winters under your system.—A. During the first two winters, at my recommendation Commissioner Price allowed me to employ a white foreman in each camp, a white cook in each camp, and white teamsters. This was done during the first two winters. At the end of that time, as I had had some little trouble caused by men getting an extra number of teamsters and claiming their teams were in the barn, and in lost time of the Indians in having to care for teams, and to conduct the business, I recommended that the use of white men be disallowed altogether, and I was instructed by the Department to that effect, that I should disallow the use of white men.

Q. Do those instructions appear in the book of printed testimony as you have seen them?—A. Yes, sir.

Q. What was the fact as to white labor in the winter of 1884-'85?—A. There was practically no white labor used during the winter of 1884-'85. There is a great deal of territory to look over and occasionally a white man would get into the camps, but as soon as he was discovered he would be turned out. There was no large number, however, but in the case of one or two in camp as soon as we discovered it we turned them out. In two of the camps where, in direct violation of the instructions and after remonstrance, they purposely and intentionally violated the regulations by running in a number of white men, I stopped the work until they complied with the regulation.

Q. That is, where the Indian contractor who had sold the timber and was to bank it, took white labor on, you stopped him?—A. Yes, sir. The farmers on each reservation were instructed to allow no white labor whatever, and where a white man was found in the camps to see that he was discharged immediately.

Q. The form of contract provides that the Indian shall cut so much merchantable timber and bank it. During those three years, where the Indian was an able-bodied Indian, did he in all cases bank the timber either himself or by help that he employed himself?—A. Yes, sir.

Q. Have you any cases where a woman contracted, or a person unable to do any work of that kind?—A. Yes, sir.

Q. What system did you adopt in those cases?—A. In those cases I

instructed the farmer to go with the contractor who had purchased the logs, and to estimate what it was worth to bank those logs; then to let the contract to an Indian or half-breed to do that work. Some of the half-breeds and Indians had got pretty good kits or outfits for logging by that time. I also instructed the contractor that if the price of the logs was \$6 a thousand and the price of banking was \$4, that he might furnish supplies to the contractor for banking to the amount of \$4 and no more; if he trusted him beyond that amount in the banking of logs he did so upon his own responsibility.

Q. And he must not charge it against the Indian who had contracted?—A. No, sir. I will say that that rule was not always carried out; I am sorry to say I had some trouble about that afterwards.

Q. I will ask you about that. Under this system which you established, and the form of contract by which the Indian was to bank the timber (either by himself or by labor employed by him that was to be Indian labor with the exceptions named), what did the purchasers of the timber from the Indians do; what was their function in connection with their contracts; if the Indian was to bank the timber what would the contractors do?—A. There is one thing in that connection which I neglected to state. Each purchaser of timber was allowed to employ, at his own expense, a foreman or man to look after his interests in the camp to see that the logs were properly cut and marked, banked, etc.

Q. So that there was one white man, a foreman representing the contractor?—A. If they desired him; yes, sir.

Q. Was that privilege put in writing anywhere as a regulation of the agency?—A. I doubt if it was. I think I have written letters to contractors to that effect, but nothing more.

Q. What else did the contractors do besides appointing this one foreman to see that the business was properly done; did they make advances?—A. Yes, sir; they made advances to the Indians and to the contractors for putting in the logs, and also to the parties selling the timber.

Q. Then, when were settlements made and how were they made?—A. A blank space was left in the contract for that. I will read a portion of the contract: "In consideration of the above agreement and sale, the party of the second part agrees to pay to the said Indian so fast as the logs are delivered upon the bank in lots of, we will say, 200,000 feet, one-third of the purchase-money." That was as might be agreed upon, one-third, one-fourth, or one-half.

Q. What was done?—A. It was usually one-third of the purchase-money, which would be \$2 a thousand feet.

Q. When and how was that paid?—A. As fast as the logs were delivered on the bank it was due and should be paid. They had usually drawn that in supplies, etc., for their logging operations; if not, they were entitled to the balance due to them.

Q. Did you supervise that payment at all?—A. No, sir.

Q. When did you, as Indian agent, supervise a settlement?—A. In the spring, after the work was done.

Q. Describe that if you can—what the course of business was.—A. I will go on with this other matter for a moment. "And the remainder of the purchase-money shall be paid"—it was usually inserted there—"about the 1st of June." The logs were not delivered and did not become the property of the purchaser, as shown by the contract, until the final payment was made; they were still in possession of the Indian. On or about the 1st of June, or as soon as practicable, I used to go to

the different reservations and supervise the settlements and examine the scale to see what amount of logs the Indian had put in, and examine his account. I did not pretend to examine the accounts particularly, item by item, for that would be an impossibility. I examined the total footings of the account to see how much the Indian had received during the winter, the amount that his logs came to by the contract price and scale, and the balance due him, and saw that it was paid.

Q. Do you find in this book of printed testimony any of the lists of contracts that were made under your administration?—A. Yes, sir.

Q. Please turn to them on the book. Begin on page 99 of the printed testimony. Do you find there contracts made in 1882-'83, in 1883-'84, and in 1884-'85?—A. Yes, sir.

Q. Referring to the column "number of feet," I see the amounts vary from 900,000 down to 50,000, and going on I see that many of them are for 500,000 and 600,000, and in 1884 the amounts are smaller, 200,000 and 100,000. What have you to say with reference to those quantities; how were they determined, and what rule governed the quantity that should be inserted in each contract?—A. There were two rules. In case the Indian desired to log the entire three-quarters an estimate was made of what was on the land, or if an Indian wanted to cut a portion of it, 200,000 or 100,000, a contract was made for that amount. The reason the contracts appear smaller in 1884-'85 is that there were more Indians who desired to sell their pine, and I endeavored to limit the amount which they should cut, so that each one should get a chance to cut and haul, and so that there should be labor enough to cut a little from each reservation. Some of these greatly exceeded and some fell short of the amount contracted for.

Q. You say your estimate was the amount that the Indian contractor, employing his proportion of Indian labor on the reservation, could cut off, and you limited them in that way?—A. Yes, sir.

Q. Were the amounts limited in these contracts intended to be the amount cut off?—A. Yes, sir; those were intended to be the amounts to be cut off.

Q. How much knowledge have you of what has taken place on the reservation since the time you were agent?—A. No personal knowledge whatever.

Q. Where have you lived?—A. In Ashland.

Q. And you have had no means of knowing what was going on upon the reservation, except upon hearsay?—A. That is all.

Q. Who were your farmers during the years 1884 and 1885?—A. Nelson Pero was the farmer on Court Oreille Reservation, William Bakie on the Fond du Lac Reservation, and William G. Walker on the Bad River Reservation. Those were all; I had no farmer upon the Flambeau Reservation; the Department did not allow me any.

Q. Who was your principal clerk in 1884-'85?—A. John R. Prince.

Q. Where is he now?—A. He is in Ashland.

Q. Did he leave the agency when you did or shortly after?—A. Yes, sir.

By Senator FAULKNER:

Q. As I understand, you took charge there as agent in 1881?—A. Yes, sir.

Q. At that time everything seemed to be in confusion?—A. There had been no settled policy with regard to timber cutting.

Q. There had been numerous conflicting rulings?—A. Yes, sir.

Q. At one time they would permit the cutting of timber and at other times they would not permit it?—A. Yes, sir.

Q. Had they any fixed rules, when they did permit the cutting, as to how much should be cut, or under what regulations it should be cut?—A. The only ruling which I ever saw allowing the cutting was, I think, by Commissioner Dole. I do not know how long ago that was, but it was a good many years ago. He authorized the cutting of the timber upon such portion of an allotment as the Indian desired to clear up and make a farm of, that he could cut that timber and sell it.

Q. Was that ruling followed prior to the time you went there?—A. No, sir; that was only for a short time. Then it was ruled that no timber should be cut. During a year or two before I took charge there was some timber cut on the Red Cliff Reservation, but under what authority I do not know.

Q. Do you know who cut that timber on those reservations before you went there; whether it was cut by Indian labor or by mixed labor?—A. That was done, I believe, by Indian labor. I was not present and only know from hearsay. The amount was small.

Q. When you say that the patent restricted them to a sale and alienation after twenty-five years, do you mean that as an alienation of the land or the timber?—A. As an alienation of the land, as I understand it.

Q. There was no limitation then, as you understood, in the patent as to the cutting of the timber by the Indians?—A. I do not know exactly how to answer that; I have heard different opinions expressed upon that question.

Q. I understand you to say that you had seen one of those patents?—A. I have.

Q. But you have not looked at one recently?—A. I mean as to the construction of the patent. It was claimed by some that the timber was a portion of the realty, but the construction I put upon it in my operations was that the Indians were somewhat in the condition of a person unable to take care of his own property who had a guardian appointed, and that I was acting as such guardian, and by authority of the Department he would be allowed to cut this timber. I am not a lawyer, however.

Q. And you fixed such construction upon it as you deemed to be in the interest of the Indian?—A. Yes, sir.

Q. That was your construction of the Government's rights as against the interests of the Indians in these lands?—A. Yes, sir.

Q. I understand that on the Bad River Reservation, prior to the time you went there, that fine timber had been cut for the English market?—A. Yes, sir.

Q. Do you know what quantity had been cut?—A. No, sir; I do not.

Q. And you do not know under what terms that was cut?—A. No, sir.

Q. Do you not think you were placing too high an estimate in saying there were 2,000,000 feet of timber on any of these "eighties"?—A. It may be that it is too large an estimate. It is a heavily timbered "eighty" if it carries 2,000,000 feet. I simply used that as an illustration.

Q. As a matter of fact do you know of any "eighty" where the amount ran over 1,300,000 feet?—A. I could not say that I recollect any running over 1,300,000, although I think there are and were "eighties" on that reservation which would overrun that. I am not a timber expert.

Q. As I understand, under the policy that you adopted, you were of

the opinion that the Indian would not get as much for his timber as he would by stumpage, but other considerations which would enter into the matter would be a sufficient compensation for the loss?—A. Yes, sir; I thought the Indians in the aggregate would get more money out of the timber if they cut it themselves; that they would get the pay for their labor as well as the compensation for their timber.

Q. I am speaking of the owner. I understood you to say that the owner would not, but in your judgment it would be distributed among the tribe so that they would get more money?—A. Yes, sir.

Q. That is assuming that all the labor was performed by Indians, and that they got from \$5.50 to \$6 a thousand, banked?—A. Yes, sir.

Q. But if a part of that labor was done by whites of course it would reduce the amount to the benefit of the Indian on the reservation. In the cases that came under your personal observation can you state to the committee what proportion of Indians who entered into contracts while you were agent, lost, and what proportion came out with a profit at the end of the timber season?—A. I can not state the proportion, but a large proportion came out with a profit. Some of them, you will understand, had their profits in teams and camps equipage. A large proportion came out with profit.

Q. Did not a great many of them, however, come out without any profit at all and in debt?—A. Yes, sir; a few of them.

Q. And that indebtedness was in the cost of banking, I see you put down. What entered into that item where you say "for cost of banking"?—A. The cutting of the timber from the stump, and sawing it into logs, drawing it out to the river and putting it on the roll-way.

Q. In other words, that was the cost of their hiring teams, or allowing for the value of the teams, I suppose, and the cost of the labor employed?—A. Yes, sir.

Q. That item, then, did not include at all the support of the camps?—A. Oh, yes, sir.

Q. Then what does the store bill mean as an additional item; it says on page 279 of the record, under the head of "results of logging contracts, Indians of Lac Court Oreille band with Donald McDonald", "paid for banking" so much, "store bill" so much, and then "cash to balance" so much?—A. That is where the banking was done by another party. In the case of women, old men, and persons not competent to do the banking themselves, then the parties who sold the timber had an individual store bill aside from the camp store bill, for the supply of himself, herself or family which he had drawn against his or her proportion of the timber.

Q. Then I understand here in all these cases in which those two items appear, that the store bill means that it is a separate item from any cost of banking this timber?—A. Yes, sir.

Q. And that that is a charge against the owner of the stumpage land?—A. I think so. I have not looked that over particularly, but that would naturally occur to me as being the explanation. [Having referred to the account in question.] Yes, sir; that is the explanation. That is the particular store bill of the party selling the logs where it was banked by another party.

Q. Who was John Morning, referred to on page 279 of the record, the last contract on that page?—A. He was an Irishman, who lived near the Court Oreille Reservation or logged near there; I think he resided near there.

Q. He had a contract there with one of the Indians, did he not?—A. Yes, sir.

Q. And was it not for 102,000 feet, at \$6.50, that he was to pay the Indian?—A. Yes, sir.

Q. And then the store bill is an item due by the owner of the land or Indian?—A. In that case the Indian put in the logs himself, and that is the store bill which he drew for his camp. There is no charge for banking logs there; that is for camp supplies.

Q. Then what does it mean in connection with the contract of John Morning; what did he do?—A. John Morning bought the logs from the Indian. He had a contract to deliver so many logs and delivered them on the bank, but John Morning supplied him with goods to the amount of \$201.37, and also supplied him or rented him a man and team at \$4.50 a day for twenty days. Those were the items which he had charged up to the Indian, and the balance of \$371.63 was paid to him in cash. That store bill was for the supply of the camp or family; it was furnished to the Indian.

Q. And Morning had a store there, did he?—A. I do not know whether he had a store at his camp or not; he had no store on the reservation. I can not recollect now how it was. It might have been; possibly, they were orders he had given him on the licensed traders' store, or something of that kind.

Q. Was it your habit to go around and see all the different licensed traders there to ascertain whether or not there was any indebtedness against any of those Indians when you came to a settlement?—A. At the time I was there there was only one licensed trader upon the Court Oreille Reservation and none upon any of the other reservations. There was but one licensed trader at the agency when I was in charge. I used to look over their accounts to see if their prices were satisfactory.

Q. Do you remember what was generally the difference between the cost price and the selling price of goods on the reservation?—A. The difference between the cost price at the place of purchase and the selling price at the reservation would show a very large percentage. But the expense of getting goods onto the reservation is extraordinarily large. In ordinary places of business you get your goods by rail at the door of your store.

Q. And in the case of these Indian traders their risk is very great?—A. I consider that the risk is greater than in ordinary business.

Q. And that risk would be even greater where the Indian himself would bank the timber, would it not; as under your administration, for example?—A. That would depend upon how closely the man watched his business—the man who buys logs. Dobie & Stratton were the largest purchasers when I was there, and one or two others, and they always themselves, or some of their employés, were looking out to see that the Indians were getting their logs as fast as they could, I suppose. Still, the risk of furnishing an Indian supplies to bank his logs is greater than it would be to supply a practical white logger.

Q. Do not the men who purchase those logs have to commence furnishing to Indians with whom they have made or intend to make contracts considerably in advance of the time when the cutting commences?—A. That is not a necessity; if they do that it is at their own risk.

Q. Was it not a custom there to do so?—A. It was the custom to furnish a small amount.

Q. For the purpose of keeping them in good humor?—A. Partially; and in the early stages the Indians had not anything to live on, and it was necessary to keep them alive until the contract was under way.

Q. When you sent the original contract to the Department there was

no reservation of one-quarter or one-half of the timber in it?—A. No, sir; there was not.

Q. What is your opinion of the change that the Department made in it, their amendment of the contract, as to the advisability of reserving one-quarter of all eighties?—A. I have never seen the necessity for it.

Q. Does it not tend to add an additional loss to the Indian from the risk of fires and windfalls?—A. There is a possibility of that. I want to say here, however, that I think too much stress has been put upon that feature in some of the testimony. All these large loggers who have been here let contracts for putting in their logs. They let contracts, for instance, for 50,000,000 of logs put in, and let the man have eight or ten years, or four or five years to do it in. There is that same risk in those logging operations as in these—not quite as much perhaps—as generally all these small fractions of timber are surrounded by the débris from this winter's work. But it can be pretty thoroughly protected by "back-firing," as we call it, and by clearing up in the immediate vicinity of the timber and burning up the brush.

Q. They would have to cut all around them?—A. Yes, sir; if they cut on four sides of it.

Q. But suppose three sides were uncovered and one side left, and add 20 acres more to that side, giving the body of it 40 acres, and having those scattered all through the reservation, would there not be a great deal of risk in allowing that to stand?—A. There would be some risk, but I do not think as much as you would have inferred from the testimony which has been given since I have been there. The great risk to pine timber in our country is from the railroads. Where the sparks come from the engine and there is nobody to look after them they catch fire to the woods and make running fires all the season. These timbers are isolated and there is no danger of that kind. The Indians are pretty careful about their fires. When they make a fire to cook breakfast they are more careful than white men generally are to put it out when they are through. Those Indians have lived on these reservations for hundreds of years, and have tramped them over; they build fires wherever they camp, and yet there has not been an extensive fire on the reservation from that cause.

Q. You know how often the whites set fire to the mountains in dry seasons; I do not suppose the Indians are much more careful than the white farmer who lives alongside the mountains?—A. No, sir; there is a certain risk in leaving it, as I have said.

Q. In speaking of these contracts you referred to the number of thousand feet authorized to be cut. Was that not in fact, during your administration and in all other administrations, a mere nominal sum?

The WITNESS. The number of thousand feet specified in the contract?

Senator FAULKNER. Yes.

The WITNESS. No, sir; it was not; it was intended to be about the amount cut. A contract for 400,000 feet might vary to the extent of 100,000 feet one way or the other.

Q. You put "more or less" there?—A. You can not get at the amount by contract. All logging contracts are made in that way, the 400,000 feet specified being intended to be about the amount to be cut.

Q. Then if you entered into contract with an Indian for 400,000 feet, if it ran 500,000 feet you would consider that within the terms of the contract?—A. Yes, sir; if I wanted to take the timber; if not, I would feel at liberty to refuse it.

Q. But that was to be a matter for the contractor to judge?—A. Yes, sir.

Q. And the words "more or less" are put there for that purpose?—A. Not to extend or limit it to a great extent, but to specify about the amount intended to be cut.

Q. I understand you to say that on the Court Orielle, Flambeau, and Bad River Reservations (not remembering the Fond du Lac Reservation) there were 750,000,000 feet of lumber when you went there?—A. I state that simply from the best information I have.

Q. And that during the time you were there about 43,000,000 feet a year were cut?—A. In the last two years I think somewhere in that vicinity; during the first year not as much.

Q. If that be true, how do you arrive at the conclusion that according to your system, which was then just in its infancy, and at the time when the Indians were not even educated up to the work, that it would have taken them forty years to clear off those reservations?—A. There was scarcely any cutting on the Fond du Lac Reservation, none at all on Flambeau, not a great deal on Bad River, and all the Indians who wanted to work went in and cut on the Court Oreille Reservation.

Q. But you were cutting at any rate, at the rate of 43,000,000 feet a year; would not that have cleaned the whole thing up in fifteen or sixteen years if you had not increased the amount any? Do you not think they would have increased in the amount of business done there as they increased in intelligence and capability of managing these logging contracts?—A. I think the reservation Indians would have done more work, but I do not think there would have been as many outside Indians in there perhaps in the later years as in the first years. The price of labor, owing to the contracts being made for more than the actual Indian reservation could supply, took out the Indians and half-breeds who had been working in outside lumber camps and who came on the reservations to work to get the increased wages. It was largely owing to their previous knowledge of lumbering operations that the cutting was so large.

Q. You do not believe that you would have cut less timber as the years rolled on?—A. I expected to. I thought that the actual cutting of the bona fide resident Indians on the Lac Court Oreille would be about 10,000,000 or 12,000,000 feet.

Q. But would not the others have increased in the same proportion that they fell off?—A. Perhaps so; but a good many of those Indians, when the prices got down on the reservation to the prices paid in ordinary camps, would have staid where they had been accustomed to work before.

Q. Would you not assume that the experience of the past is the best indication you can have of what would be the result in the future? How much cutting was there the first year? I did not get it accurately.—A. I think I estimated the total cutting the first year at 6,687,000 feet.

Q. And the second year you jumped to 43,000,000 feet?—A. Yes, sir.

Q. And the third and fourth years you say it was about the same as the second year?—A. No; I had no fourth year there.

Q. So you see there was a very large increase after you got to work, and you were not cutting on two of those reservations?—A. Yes, sir; but I had all the Indians who wanted to work.

Q. The same band of Indians is not located on all those reservations, is it?—A. It is the same tribe. They are all related and inter-related with one another on all those reservations that were logged; the only

one which is different is the Bois Forte Reservation, where there is no logging done.

Q. Are you still of opinion that it would take forty years to cut that timber off under those circumstances?—A. Perhaps it would not have taken quite as long as that, but at the time I wrote this communication to Commissioner Price that was my impression. My estimate of the timber was about 400,000 feet on Court Oreille, I think about 300,000 on Flambeau, and 100,000 on Bad River, which makes 800,000. On the Fond du Lac Reservation I did not make any estimate, but the Fond du Lac Indians were all working in this timber business. Perhaps there is something over a thousand million of pine on the various reservations, as near as I can guess at it. Supposing they cut 40,000,000 feet a year, it would take them twenty-five years. Well, the growth of timber in twenty-five years is something, and where they made cuttings now, if it was not entirely cut off, they could go over it in thirty-five years and get quite a cutting.

Q. Are you an expert in the growth of pine timber?—A. No, sir.

Q. Do you not know that experts say that where you cut and thin out the timber, leaving the young pine standing, that it does not grow into merchantable pine?—A. I have seen on the shores of Ashland Bay, where the timber was logged twenty years ago, perhaps, and they cut it as close as this, or were supposed to, good cuttings made again. I heard it remarked by the lumbermen who made the cuttings that they were surprised at the growth of timber during that time.

Q. Then, you are an expert to that extent on the growth of pine?—A. Only so far as I have seen and heard others talk.

Q. If you are an expert to that extent, perhaps you can answer this question: Assuming that when you went there there were a 1,000,000,000 feet of timber on those reservations, in five years what would be the loss from fires and wind-falls?—A. That I could not say; I could not pretend to give any estimate.

Q. You could not say how much it would reduce the number of feet?—A. No, sir.

Q. Can you state the amount of money realized by the Indians during the three years that you were agent there?

The WITNESS. The amount of money realized for their timber?

Senator FAULKNER. Yes.

The WITNESS. Not with any exactness. I should estimate the amount which I have stated was cut at about \$5.75 as an average.

Q. How many feet of lumber do you think were cut while you were there?

The WITNESS. Of logs?

Senator FAULKNER. Yes; of logs, aggregating it?

A. I have estimated it at about 90,000,000 to 100,000,000; about 90,000,000, I should judge.

Q. Then what price did they get for it?—A. Various prices averaging, perhaps, \$5.75.

Q. How much would that be, then, realized as a whole?—A. About \$500,000.

Q. Can you state how much the Indians realized as net profit out of that \$500,000?—A. No, sir; I could not.

Q. You could make no estimate of it?—A. No, sir.

Q. I suppose there are reports in the Department which will show that fact?—A. Yes, sir; I think there are. As I stated on the direct examination, I do not think the Indians realized as much profit as if they had sold to individual owners. If I had timber to cut myself I

would very much prefer to have white men cut it. The object of having it done in this way was to distribute the entire amount among the Indians, not only the stumpage price, but the wages from their labor. I considered that a man who earned \$150 to \$200 in a winter for his labor did himself more good than a man who had realized \$2,000 from his stumpage.

Q. But suppose that money was taken and put away for him, and he was allowed to use only so much a week or a month?—A. I do not think he would labor at all, under those circumstances.

Q. You mean after he got the money?—A. No; I mean if he understood that I was to take charge of his money and give only a little of it at a time to him I do not think he would work. He wants to control his earnings the same as a white man would.

Q. While you were on that reservation for three years, on how many of the "eighties" allotted to those Indians were houses built and fences made surrounding them and cultivation entered upon by their owners?—A. That is something I could not give you any estimate about now. There was quite a number. It was not a large proportion of those allotments, on the contrary, but a small proportion. But there were, perhaps, at a guess, I should say, twenty or twenty-five out of all the allotments made.

By the CHAIRMAN:

Q. You mean twenty or twenty-five out of what number of allotments? In 10 per cent. of the cases where the Indians sold the timber, did they make homes on the land?—A. I should think 10 per cent. was a pretty large estimate.

Q. Was it more than 5 per cent.?—A. Yes; I should say 10 per cent. was a good guess.

By Senator FAULKNER:

Q. What percentage of the Indians on any of those reservations, during the time you were there, ever surrounded their 80-acre allotments by a fence?—A. Not one.

Q. And the others, the 10 per cent., as I understand, erected houses on their allotments?—A. Yes, sir; and cultivated them. You understand after this pine timber was cut, if you were to ride through one of those "eighties," you would not know a tree had been cut. They are thickly covered with hard timber, and it would be hard to put your fence there unless you cut out the trees to get a place to put the fence on.

Q. I understand that. You say 10 per cent. of those to whom allotments were made built houses on them?—A. Yes, sir; I should estimate it at that number.

Q. How long do they live in the houses?—A. They spend a portion of the season in them, but not all the time; the Indian is gregarious.

Q. Did they stay in those houses any longer than while they were cutting timber?—A. Yes, sir; many of them bought seeds and went to their house to do planting and make a garden.

Q. Wasn't it the habit of the Indians, when you were there, to go in the spring to certain portions of the reservation, where the land was peculiarly adapted to it, regardless of any assignment or allotment, and start their gardens on that class of land?—A. It was the habit of Indians on most of the reservations to gather at some village, and immediately about their village were their garden spots. Some had garden spots on their "eighties" and some on lands unallotted.

Q. Is it not a fact that an Indian only wants to be in a village, or where other Indians are congregated together, when he is not either

hunting, cutting timber, or trapping?—A. That is true of most of them, but there are exceptions to the general rule.

Q. But you found that so when you went there?—A. Yes, sir.

Q. Can you give us an estimate of what length or period during the year this 10 per cent. of the allottees staid upon their assigned 80 acres?—A. Such estimates would be very uncertain. I should say that they staid there three months out of the year.

Q. What period of the year did that three months include?—A. Different periods during the summer. They went out there to do their planting in the spring, and after they had got their planting all done they would probably go in and spend a little while at the village. Then they would go back there and do their cultivating, and again to do their harvesting, and some of them lived there continuously.

Q. When these allotments were assigned were not all of them included covered by timber of some character?—A. Most of them; yes, sir.

Q. Who cleared up that timber, the hard timber and the unmerchantable pine, so as to enable them to cultivate their gardens, etc., on the "eighty"?—A. They cleared that themselves; some of them hired assistants in clearing.

Q. What space on those "eighties" was cleared by those Indians for the purpose of agriculture for a garden tract or patch?—A. From a half an acre upwards. Some of the Indians who have resided on their allotments for quite a space of time have patches of 20 and 30 acres cleared, perhaps some even more.

Q. And they work that during the summer?—A. Yes, sir; they do. If an Indian has a large farm he naturally lets it go to grass, as hay brings a high price in the country and it is the easiest crop to cultivate.

Q. In order that an Indian may be able to cultivate 25 or 30 acres, how many teams, wagons, plows, and what quantity of stock would he require?—A. If he was cultivating grass he would not need to have any.

Q. Then you mean he cultivates his 30 acres in grass?—A. Yes, sir; a large portion of it.

Q. It does not require much stock for that?—A. No, sir; but it requires a good bit of labor to get the stumps out and have a clearing made so as to make a good grass farm.

Q. That grass will not grow for two or three years after the timber is cut off in that section of the country, will it—I mean the tame grass?—A. If it is sowed in the second year it will make a pretty good crop.

Q. Who furnishes the seed to the Indian to grow grass or to cultivate truck?—A. After they begin logging they furnish it themselves. Before that time, during the first year or two I was agent, I used to buy seed for them occasionally.

Q. You furnished them seed at the expense of the Government?—A. Yes, sir; I did.

Q. After they commenced logging you required them to purchase the seed themselves?—A. Yes, sir.

Q. During what years was it that you permitted a limited amount of white labor to be employed there?—A. It was during the first two years of the cutting, in the season of 1882-'83 and in 1883-'84.

Q. In 1885 you prohibited the employment of all white labor?—A. Yes, sir; with the exception that I allowed the contractor to furnish a man himself to look after his interests in each camp.

Q. That was simply to guard his interests; they were not performing labor?—A. No, sir.

Q. As I understand, you found it necessary to protect those Indians by notifying the farmer that if it cost \$6 to bank the logs he must only allow advances to them to the extent of \$4?—A. Not the farmer, but the contractor, the purchaser of the logs.

Q. Your idea was, then, to secure to those men a stumpage of \$2?—A. Yes, sir; or whatever the difference might be.

Q. In other words, if they received \$5.50 and it cost \$4, there was a balance of 1.50 for stumpage?—A. Yes, sir.

Q. Do I understand that that was a regulation prescribed by you?—A. I attempted to make that regulation; yes, sir.

Q. Had you any authority from the Indian Department to make that regulation?—A. I do not recollect; I think I had; I was very careful usually to get authority for those things.

Q. If you had such authority would it not appear in the letters sent by the Department to you as agent?—A. Yes, sir.

Q. If it does not appear there then you did it because you believed it to be in the interest of the Indian?—A. Yes, sir.

Q. And feeling that you were on the spot and could see what was to their interest, that the Government had put you there to guard their interests, you did not hesitate to make that arrangement?—A. Being allowed to do this work with other labor than that of the party making the contract, I should consider it, of course, my duty to see that he was protected to that extent; whether I had authority to do it or was instructed to do it, I should consider it my duty.

Q. Because you considered it as just and proper?—A. Yes, sir.

Q. And because you felt that you stood in the relation of guardian to these wards of the nation?—A. Yes, sir.

Q. What did you understand to be the average cost of banking those logs?—A. It varied from \$2.50 to \$4 and perhaps \$4.50 a thousand.

Q. There is another provision of this contract which says that so fast as the logs are delivered upon the bank in lots of blank thousand feet, blank dollars of the purchase money shall be paid to the Indian, and for each subsequent thousand feet so delivered an equal amount shall be paid, and the remainder of the purchase money shall be paid when the logs are delivered to the party of the second part. Now, it was practically impossible to carry that out literally, was it not?

The WITNESS. In what way?

Senator FAULKNER. In the way it was written. You could not pay them when they delivered a certain amount?

A. That was to protect the Indian. For instance, he could deliver the 200,000 feet of logs on the bank. He was then entitled to call for one-third, one-half, or one-quarter, or whatever was specified, from the whole payment. It might have been advanced to him previously, and in that case it was all paid. Or if he had a kit and was able to supply himself, he could then call for that amount of money, and it was his due and he would be entitled to receive it.

Q. I understood you to say that never in your experience, during the three years you remained there, were you ever present when any settlement or payment was made except under the last clause of the contract, when the logs were all delivered?—A. That was the only time.

Q. Then the practical reason for that was simply this: That in every instance when the provision of this contract required it the first payment and subsequent payments, and so forth, were really an advance to the Indian, were they not?—A. Not always; I think usually they were; yes, sir.

Q. I mean in five cases out of six?—A. Yes, sir; perhaps so.

Q. Consequently you paid no attention specially to that provision?—

A. Yes, sir; that provision is the same I should put in the contract if I was making one myself or for another party. It is a provision which entitles the Indian to draw a portion of his pay as he does the work, and he is not compelled to wait until the whole business is done.

Q. I understand; but your attention was never called to that to make any settlement under the terms of that contract at all or to require any payment under it?—A. No, sir.

Q. It would be, in fact, somewhat important to have that clause in it to a white man, because he, perhaps, would not have to advance as much, the party who bought the logs, with a kit and everything?—A. It is important to every man who has not sufficient capital to go through a whole winter's work without drawing anything on his contract. It is usual in all contracts of that kind to make them provide for stipulated amounts to be paid.

Q. Then, when the logging season was over and all the logs were banked, you went there and made the settlement and saw that it was all done properly?—A. I went there to examine the accounts and see that the payments were made; yes, sir.

Q. Did you call the farmer up and make him show you that those men had gotten \$2 stumpage according to your instructions, and that the contractors had not advanced too much money during the period of the contract?—A. I examined into that matter usually to see if that provision had been attended to. That was a sort of side provision, and, as I said in my direct testimony, it was not always carried out; they outwitted me on that.

Q. They did not always come out with \$2 stumpage, did they?—A. No, sir. During the last winter (that was the only trouble I had of that kind) some of the parties after I had given them these instructions positively, that they should not advance the contractor any more than the amount of his contract, and if they did it would be at their own expense, got an old gentleman who lived on the reservation, a minister, to go around with orders to the Indians written, "Please let (the first contractor, say) have goods on my account to finish his logging," and in that way they beat me. But in the last part of my administration I had that matter dropped; I felt that it ought to be attended to, but I could not attend to it.

Q. You, of course, are acquainted with the price of scaling at the time you were on the reservation?—A. I know the price I paid; yes, sir.

Q. Will you state what that was?—A. The first year I think it was 9 cents and the second year 10 cents; it is in the neighborhood of 10 cents.

Q. The Indian paying all of it?—A. No, sir; the Indian paying half and the contractor half.

By Senator BLACKBURN:

Q. These able-bodied Indians that you tell us about there, and the numbers of which you have estimated on the different reservations, include all male adult Indians capable of that sort of work, as I understand your estimate?—A. Yes, sir; Indians and mixed bloods.

Q. Were they all willing to do this work as lumbermen?—A. Not all of them, but a very large portion were.

Q. Half of them?—A. Yes, sir; more than half; the able-bodied Indians were working during that time, perhaps not continuously.

Q. What sort of laborers do they make as compared with white men, both as to the character of the work done and the wages demanded?—A. The character of the work which they did was very good indeed.

Q. As good as that of a white man?—A. I should think nearly as good as that of a white man.

Q. Were they as steady in the matter of employment?—A. No, s

Q. Is it not a fact that they would go off whenever they received money on pay-day, on Saturday, get drunk and be gone for a week?—A. No, sir; not so bad as that. But they were not so regular in staying in the camps as white men. After two or three weeks they want to go off a day or two, a good many of them. They are not all that way; some of them stay in the camps as steadily as white men.

Q. Would an Indian do as much work in the same length of time as a white man?—A. I think he will—excuse me, not on the average.

Q. I am talking about the average?—A. No, sir; the average Indian will not do the same amount of work in the same length of time; for instance, take these laborers, they will not. Take the average of work done by Indians who work steadily, and they will do as much as an average white man.

Q. Now, as to the amount of wages they receive. Do the Indians, as a rule, get higher or lower wages than white men?—A. They get higher wages.

Q. And are less satisfactory as average laborers?—A. Yes, sir.

Q. You spoke of having inquired into the rates of prices charged by licensed traders on the reservation. Had you any authority to regulate or control the prices of those licensed traders in the sale of their goods?—A. Yes, sir.

Q. What were your instructions from the Commissioner of Indian Affairs in that direction; what margin did he allow a licensed trader in the way of profits on his goods?—A. I think it was left to the judgment of the agent; I am not certain about that. There was a pamphlet containing instructions about licensed traders, about that particular matter, but it has been four years since I have looked at it and I have forgotten all about it.

Q. Was there any fixed rate of profit or percentage which was allowed?—A. My impression is that there was not.

Q. Did you ever undertake to limit the percentage of profit of licensed trader?—A. Yes, sir; when I thought they were charging too high prices I remonstrated with them.

Q. There was a general schedule and you applied it on some exceptional article?—A. Yes, sir; on some exceptional article.

Q. What rate of profit did you allow in any case where you undertook to regulate the price to the trader?—A. I could not state.

Q. Can't you give us an approximate idea?—A. I should not consider 25 or 30 per cent. profit too much for a man engaged in that business.

Q. Did you fix the limit at the figure you have indicated?—A. I do not recollect that I fixed a particular limit. I looked over every schedule of prices, I took their invoices and saw what their goods cost, and looked over their bills to see what they sold them for, and if I thought they were charging too high prices I objected.

Q. Do you know what the average rate of profit is, say in the grocery business, not on these Indian reservations, but in older settled communities like this here?—A. I do not know.

Q. Is it not about 25 per cent., including freight?—A. It may be; it is thirty years since I have lived in an old community.

Q. Let me ask you this: Is it not a fact that the Indian Office never

did, until within the last four years under the present administration, issue any orders to Indian agents requiring them to have price-lists or invoices of the stock of goods of all traders put up in a public place about their trading store and kept there for regulation by the agent?—A. My impression is that that is a portion of the Indian regulations which was in force when I was in the agency; I know that the agent had a schedule.

Q. Are you positive of that?—A. Yes, sir; I am quite positive of it.

Q. You say you were furnished with a schedule by the licensed trader, and you were required, under your instructions from the Commissioner of Indian Affairs, to have that hung up in a public place, and it was made your business to see that not more than a certain percentage of profit was allowed upon the sale of those goods?—A. I do not think there was any specified profit which was allowed.

Q. Then what did you want with this invoice of the goods?—A. I do not know, any further than that any one in there could see that there should not be any variation in prices; that anybody could go and see what the price of goods was.

Q. You can understand this, I am sure, and I do not see how there can be any doubt in your mind as to whether it was or not true. During the three years that you were there as an Indian agent were you under the orders of the Commissioner of Indian Affairs to regulate the price at which all the goods of the licensed trader were sold to the Indians?—A. The effect of the instructions, as I recollect them, was that I should examine their books and accounts and see that they were not overcharging, but were dealing fairly by every one.

Q. Were you furnished with any scale or rate of profits beyond which a licensed trader should not go, or was that matter left discretionary with you?—A. I think it was left discretionary; I will not be positive on that point.

Q. Then I will ask you do you or not know what the practice in that regard is under this administration?—A. I do not.

Q. What business are you engaged in out there now?—A. In the manufacturing of lumber.

Q. How long have you been engaged in that business?—A. Since 1878 or 1879.

Q. And you were agent there in 1881, 1882, and 1883?—A. Yes, sir.

Q. And during the time you were Indian agent upon this reservation were you a director, stockholder, or partner, in any wise pecuniarily interested in any lumber company out there in that section of the country?—A. Yes, sir; I was in the Union Mill Company.

Q. Were you a partner?—A. I was a stockholder in that company.

Q. Did that company, during the time you were agent upon this reservation, buy or handle any timber that was bought from the Indians under contract upon those reservations?—A. Yes, sir.

Q. Did you know it at the time?—A. Yes, sir.

Q. And you were a stockholder in that company?—Yes, sir.

By the CHAIRMAN:

Q. These purchases by the Union Mill Company of Indians while you were agent, to which you refer, are the same which are stated in the correspondence already in print?—A. Yes, sir.

Q. You have examined the correspondence and know that to be so?—A. I do not know whether the full correspondence is here or not.

Q. But you know that all the purchases made by the Union Mill Company are those spoken of in this correspondence?—A. Yes, sir; I

would like to state that this matter was never attempted to be hidden. The Indian Department knew I was a member of the Union Mill Company when these contracts came down. They might have overlooked it, however. But the Indian inspector came up there subsequently; I had made reports and called their attention to the fact before that, and then the Indian inspector came up there and made a report on the subject, and the Commissioner wrote me that I must immediately sever all connection with the Union Mill Company or resign my office as Indian agent. I explained to him the entire matter of the purchase of those logs and tendered my resignation as Indian agent. It was never accepted and I never heard any more of it; no action was taken on it. I do not think the Commissioner or anybody else ever thought there was anything dishonest about the transaction; I certainly did not.

The CHAIRMAN. You may read the testimony at your leisure, and if you want to state anything in addition to what is in the correspondence or in addition to what you have already stated you may do so.

The WITNESS. I have nothing more to add except to say that we paid, the company did, as large prices as any prices that were paid for the same class of logs during that time, and I had no idea at that time that my partner was not entitled, like any other American citizen, to purchase those logs. He was the managing man of the company; I had nothing to do with the management of it.

By Senator BLACKBURN:

Q. Did that continue during the three years you were Indian agent there?

The WITNESS. Our buying logs?

Senator BLACKBURN. Yes.

A. This first transaction was the only one. As soon as I found it objectionable I tendered my resignation.

Q. Do I understand you to say that the Commissioner of Indian Affairs knew you were a stockholder in that company at the time you sent up your contract for approval?—A. I think he did.

Q. Who was Commissioner of Indian Affairs at that time?—A. Commissioner Price.

Q. Then you said something about an inspector being sent out there?—A. An inspector used to call upon me about twice a year.

Q. You said the inspector came there and made a report to the Commissioner of Indian Affairs calling his attention to this thing, and he then notified you that you must either go out of that Union Mill Company or resign your place as Indian agent?—A. I presume Commissioner Price did not notice or think, at the time he was approving the contracts, that I was a member of the Union Mill Company.

Q. Did you sell out your interest in the Union Mill Company?—A. No, sir.

Q. Did you tender your resignation?—A. Yes, sir.

Q. Was that accepted?—A. No, sir.

Q. And no action was taken upon it?—A. No, sir.

Q. And you continued as Indian agent until the Democratic administration came in?—A. Yes, sir; but I put a stop to that business, however.

By the CHAIRMAN:

Q. The Union Mill Company made no more contracts?—A. No, sir. The amount they bought was less than 1,000,000 feet altogether, though of course it was the same thing in either event.

Q. That one transaction which you specify in the testimony was the

only one with the Union Mill Company?—A. They had some half a dozen, but that season that was the only one.

The CHAIRMAN. I repeat the statement that you can review that testimony and correspondence and make any other statement before you are discharged as a witness that you choose upon this subject.

The WITNESS. I think that covers everything I have to say on the subject; that the transaction was an honest one so far as I was concerned. I will avail myself of your permission, however, if I find it necessary.

The CHAIRMAN. You understand that you are at liberty to state anything more that you wish after examining the correspondence and the testimony?

The WITNESS. I do.

Q. State something about the progress, if any, which was made by the Indians during the three years in learning to work and getting out lumber?—A. The progress I considered remarkable. I can not give you the details, but from Indians who had never had any experience in that kind of business I thought they picked it up very rapidly.

Q. Did they accumulate teams, a kit, and materials?—A. Yes, sir; they did. There were a number of teams owned upon the reservation by the Indians, and also a logging kit, consisting of blankets, sleds, etc.

Q. When you stated to Senator Blackburn that an Indian would work as well as a white man when he did work, you meant that he could saw logs, handle logs, and move logs when he worked with as much strength, celerity, and skill as a white man?—A. Yes, sir; some of them. As I said to Senator Blackburn, the average of the Indian labor was not as good as the average of the white labor.

Q. Do you mean that the drawback to Indian labor was this uncertainty more than the inferiority in the Indian's work?—A. Yes, sir.

Q. That is what you mean?—A. Yes, sir.

Q. You have spoken of the notices you gave to the contractors that they must not advance too much to the persons getting out logs for the Indians. In what class of cases did you give that notice to the contractors?—A. I did in every case where the work of putting in the logs was done by a different party from the one who sold them, or it was my intention to do so.

Q. Where the Indian himself was the chief personage in getting out the logs and banking them, you gave no such instruction as that?—A. No, sir.

Q. You did not then object to the purchasers of the logs paying all they chose to pay to the Indians?—A. No, sir.

Q. It was their own business, was it not?—A. Yes, sir.

Q. Then those were the cases where the Indian would agree to bank the logs and employ somebody else to bank them for him?—A. Yes, sir.

Q. Was that a white man or an Indian?—A. It was an Indian in every case.

Q. So that those cases of which you spoke were cases where an Indian contracted to deliver logs and employed another Indian to bank them for him, and then you advised, as a precaution, that they must not advance beyond a certain amount to the Indian who was doing the logging?—A. Yes, sir; that is, if they went beyond that it must be on their own responsibility, and not be chargeable against the share of the Indian who owned the land or timber.

Q. In what proportion of the cases during your three years did the Indian act as the principal in getting out the timber, and in what pro-

portion did he employ another Indian to do it?—A. They employed other Indians in quite a large proportion of the cases.

Q. In half or two-thirds of the cases?—A. I should think at least in half of the cases.

Q. And what was that class of cases, generally speaking?—A. Some of them were old people who were unable to do it themselves; some were women, and some were incompetent or preferred to have another Indian do it.

Q. Incompetent in what way, mentally, physically or legally?—A. Well, mentally. You will understand that in logging, out of one hundred lumbermen, ordinary loggers and white men, perhaps not over three or four of them are fitted to take charge of and run a lumber camp. You can not expect a larger proportion of Indians. The brighter ones accumulate this kit and keep themselves in shape to do this business.

Q. And they would make contracts to bank the logs?—A. Yes, sir.

Q. And you did not object to that as long as the Indians had the work?—A. No, sir.

Q. You considered your plan was being carried out?—A. Yes, sir.

Q. You have spoken about these partial payments that were provided for in the contract?—A. Yes, sir.

Q. That you gave no attention to enforcing those provisions, but only attended the final settlement?—A. Yes, sir; had there been a complaint that that payment was not made I should have looked after it.

Q. Did you or not expect your farmer to look after those questions during the winter and up to the time of final settlement?—A. No, I considered if it was satisfactory to both parties—

Q. But if complaint was made, the farmer was the man who would hear of it before you would?—A. Yes, sir.

Q. You had a farmer on each reservation, and you were at Ashland?—A. Yes, sir.

Q. And, so far as you know, if there were any intermediate complaints they were made to the farmer and were adjusted by him?—A. Yes, sir.

Q. As a matter of fact you do not remember any such complaints?—A. No, sir; I do not remember any complaint of that sort if there was one.

By Senator FAULKNER:

Q. You speak about the remarkable progress made by these Indians; let me understand what you mean by the words "remarkable progress?"—A. What I mean by that is that they progressed much more rapidly than I expected.

Q. Progress in what?—A. In taking hold of the work and going ahead, cutting down trees and putting them into logs, taking care of their teams, taking pride in their teams and taking pride in their work.

Q. And you would assume from the knowledge of those facts that that remarkable progress enabled them to accomplish more work annually, would you not?—A. Yes, sir.

Q. And consequently you would assume that as each year you saw this remarkable progress it demonstrated to you that the cutting of the timber would increase in the same proportion?—A. If all the Indians from the outside who came in there (as I stated before) continued to come there and work every winter instead of doing the work they had previously done, the amount of timber-cutting every year would have reduced my estimate of the length of time it would take to cut it all.

Q. Then it would not take more than five years after that remarkable progress, would it?—A. Oh, yes, sir; I think it would.

Senator FAULKNER. I do not want any seeming or apparent contra-

diction in your testimony, for in a long examination you might make some estimates which would not be fair to you. I understand you to say that one-half of those to whom lands were allotted worked at the cutting of the logs; did you say that?

The WITNESS. My recollection of the question is that I was asked what proportion of the logs were contracted to be put in by the parties themselves, and I said at least one-half, I thought.

Q. That would leave the other half of these allottees to do their own work?—A. I do not know that there was even as large a proportion as that of allottees; I think a larger proportion of them were sub-contractors.

Q. I assumed that because you went on to say, then, that the proportion of white men which would properly control the business of logging would be three or four to the hundred, and you did not think the Indians were above the white man's average on that?—A. There were quite a number of Indians who were not, as a matter of fact, capable of superintending a lumber camp and who did not put in their logs.

Q. And those who did that, not being competent, were losers?—A. They were not as large gainers as if their business had been managed more competently. They were not necessarily losers, but were not as successful as if they had a more competent management. If a white man had done it all they would have been more successful.

Q. That would have been one way of accounting for the large number of those who failed to come out with any profit?—A. Yes, sir; that would account for some of them—such mismanagement.

Q. And incompetency to manage it all?—A. Yes, sir; that was the question with a portion of them.

Q. And I suppose another way to account for the fact that a number came out at the end of the logging season without any profit would be that where, as you say, he superintended the cutting of his own logs you did not make any limitation whatever as to the amount that should be advanced to him, did you?—A. No, the contractor would naturally look out for that himself.

Q. So that all the contractor would look out for was to see that at the end of the logging season he had not advanced more than the logs he obtained from the Indians would pay for?—A. Yes, sir.

Q. Then what would the Indian do during the balance of the eight months of the year; where would he get his support?

The WITNESS. Provided he had saved nothing?

Senator FAULKNER. Yes; who would support him for the balance of the eight months?

The WITNESS. That would be a conundrum. You do not expect me to answer that question?

Senator FAULKNER. Yes, I do; I want you to tell me whether the Government supported him?

A. No, sir; the annuities paid by the Government to those Indians do not amount to anything. During the last year of my administration it was merely a distribution of flour and pork to the poor and feeble.

Senator FAULKNER. Then he had to look out for himself the balance of the time, and lived on the fat of the land for four months?

The WITNESS. I do not think you are drawing a right deduction. For instance, forty men receive good wages all winter. Some, by mismanagement do not make anything, but the rest do.

Senator FAULKNER. Let us assume that forty of them receive good wages during the winter; how many of those had anything left at the end of the logging season?

The WITNESS. That I can not tell you. Some of them are improvident, like white lumbermen.

Q. Is not that so with both the Indian and the white race of loggers?—A. Yes, sir; largely.

Q. Would you assume that there were 10 per cent. of those who worked at the logging business there—I mean as laborers in cutting logs—who, at the end of the season, had saved any considerable amount?—A. Oh, yes, sir.

Q. You would assume that?—A. Yes; I have seen numbers of them come in, one after another, and draw their balances of \$40, \$50, and some of them \$100, and \$150.

Q. How long would they keep it?—A. Some would squander it. Those are difficult questions to answer.

Q. I mean taking the race as a whole, are not a large majority of them improvident?—A. Yes, sir; they are; but that was just what I was striving to overcome.

Q. They would have to shift for themselves. I would like to ask you if, during the year 1885, a number of contracts were not made with Indians on the Fond du Lac Reservation by loggers for the cutting of their timber, where the timber was cut and those contracts were never approved by the Department in Washington and never forwarded for approval?—A. I will say in regard to that, that no patents were issued on the Fond du Lac Reservation during my administration. I had a good deal of difficulty with the Fond du Lac Indians in getting them to accept allotments, more difficulty than I had anywhere else. The old men objected to it and a good many of the young men refused to take allotments. Finally a number of them did take allotments; I do not recollect what time in the season, but they were anxious then, like all the others, to go to logging. I wrote to the Department, stated the circumstances and that I thought it was advisable to grant their request and suggested that they be allowed to log such proportion of their allotment as they would clear up. The pine stands amongst other growths of timber and small underbrush, and I suggested that they should clear all the other timber, leaving the pine standing, cut the brush and trees, and sell off the amount of pine which stood on their land which they had cleared. That was a condition of affairs which did not come under this contract business at all but it was done with the approval, sanction, and authority of the Department.

Q. That is, before any patents were issued?—A. Before the patents were issued.

Q. And before any allotments had been actually assigned?—A. No, sir; the allotments had been actually assigned.

Q. The allotments had been surveyed off on the ground—the ground had been surveyed?—A. I think I employed a man to go up there and make the allotments for them. In making those lines I do not think one in ten of them has been made except by interior running out of lines for the Indians. I have never been authorized to employ any one except on the Fond du Lac Reservation, and there I did get a man to run the lines around those allotments.

Q. Then you allowed those Indians, under authority of the Department, after having those lines run, to cut their timber and sell it?—A. So much of the land as they cleared.

Q. And there was no approval by you of those contracts for the purchase of those logs, was there?—A. Yes, sir; I have forgotten the form in which that was done.

Q. But you never sent them to the Interior Department for approval, did you?—A. I do not think I did.

Q. You just approved them yourself?—A. Yes, sir. I think I sent a report of the result to the Interior Department.

Q. But you never sent the contracts for approval?—A. No, sir. The farmer's contract did not apply. I could not state that a certain Indian had received a patent for a certain northeast half of the northeast quarter, for he had not.

Q. Do you recollect how many allotments you made on that reservation that year?—A. I could not recollect.

By the CHAIRMAN:

Q. These cases of which you have now been speaking were cases where the Department had approved the allotments but had not sent the patent with them?—A. Yes, sir; that is my recollection of it.

TESTIMONY OF WILLIAM RUSLER.

WILLIAM RUSLER, having been duly sworn, was interrogated as follows:

By the CHAIRMAN:

Q. Please state your present residence and occupation.—A. I am Government farmer on the Court Oreille Indian Reservation.

Q. At what place?—A. At La Pointe Agency.

Q. What is the name of your post-office?—A. The post-office is called Reserve, Wisconsin. It is in Sawyer County and the name of the village is Lac Court Oreille.

Q. Does the railroad run through there?—A. No, sir; we have no railroad; we are about 18 miles from the railroad.

Q. What was your former residence and occupation?—A. I lived close to the city of Lima, Ohio. I had a farm and had been a school teacher.

Q. Did you go from there to Wisconsin?—A. Yes, sir.

Q. In what business did you engage?—A. In my present business.

Q. As Government farmer on this reservation?—A. Yes, sir.

Q. How long have you been Government farmer on the Court Oreille Reservation?—A. I think I went on to the reservation the last week in February, 1886.

Q. State what the duties of Government farmer are, in a general way.—A. I can hardly tell you, there are so many.

Q. They are miscellaneous and numerous, are they not?—A. Yes, sir.

Q. Do you understand that you represent the agent and have the authority that he has when he is not present on the reservation?—A. I hardly think that I have the same authority. I do what I can in the way of settling disputes and matters of that character, and when I find I can not settle them I refer the matters to him.

Q. Have you written instructions which you follow as Government farmer?—A. No, sir; I have no written instructions.

Q. Do you understand that the farmers generally have written instructions?—A. I do not know; I never have had any.

Q. You are simply employed by the agent? By whom are you paid?—A. I am paid by the agent.

Q. Do you sign a voucher or receipt to the United States or to the agent?—A. I sign a pay-roll; I receipt to the United States.

Q. You are paid a salary?—A. Yes, sir; I am.

Q. Not a very large one, I suppose?—A. No, sir; it is not very large.

Q. State generally what the duties of a Government farmer are.—
A. I understand the first duty of a Government farmer is to keep order on the reservation and to look after the parties who sell whisky to the Indians. All applications for allotments are recorded in my office. In the fall of the year I witness all the contracts which are made for timber, and do any business that the Indians may want to have done, such as writing letters or looking after any of their interests in matters which they may bring to me, settling disputes between them, and anything that occurs in that line.

Q. Have you learned to speak the Chippewa language?—A. I can speak it to some extent; I can talk with them about ordinary business such as comes in my line of duty.

Q. In any matter of importance, however, you have to ask an interpreter?—A. Yes, sir.

Q. Is there an interpreter provided at each farmer's office?—A. No, sir; we do not have any Government interpreter.

Q. You pick them up as you have occasion, among the tribe?—A. Yes, sir.

Q. What were your instructions from Agent Gregory with reference to contracts with the Indians for their timber; were they in writing?—A. No, sir; I did not get any instructions.

Q. Either in writing or orally?—A. No, sir; only as matters would occur. I was there during the settlement of 1886 and saw how the contracts had been drawn the year before, saw how the settlements were conducted and obtained a pretty good idea as to the way business had been carried on before.

Q. To whom and under what regulations were blanks furnished?—A. The blanks were furnished to me by the agent and given to the traders.

Q. Were you at liberty to give out blanks to anybody who asked for them?—A. Yes, sir; providing they were doing business on the reservation.

Q. What limitations, if any, were put upon you as to giving out blanks and attesting and allowing contracts?—A. The first fall I was there, the fall of 1886, I think it was, along about the 24th of September, Agent Gregory sent for me to come to his office in Ashland. I went up there and he told me what parties were going to be allowed—were going to do business on the reservation.

Q. Who did he mention?—A. He said then Dan McDonald, Dobie & Stratton, Gaynor & Bergeron, and a man named Peter Bergevin, were going to contract that year.

Q. Did he name anybody that you were not to give contracts to?—A. I do not know that he expressly spoke about the contracts; I do not know but what he did say something about it, too. He told me that Calligan Bros. were not to be allowed to do business on the reservation; yes, I believe he said not to give them any contracts.

Q. Do you remember a contract with an Indian woman named Mary Bray?—A. Yes, sir.

Q. Do you remember meeting her at Hayward?—A. Yes, sir.

Q. With whom did she decide to contract at that time?—A. We had a kind of trial there. The case was brought up and Mr. Bergevin appeared by attorney. I asked her the questions in the first place, and she said she preferred to contract with Calligan Bros., and in the cross-examination she said that she had not any objection to Bergevin, only

that Calligan Bros. had offered her 25 cents a thousand more for her timber than had been offered by the other party.

Q. Did she make a decision in regard to it at Hayward?—A. Yes, sir; she said she wanted to contract with Calligan Bros.

Q. Did you allow her to contract at that time, so far as you could allow it?—A. I allowed her to contract. I had the contract interpreted to her, signed it, and sent it to the agent.

Q. The contract with Calligan Bros. ?—A. Yes, sir.

Q. What knowledge have you of the contract made by Mary Bray with Bergevin which was finally allowed by Agent Gregory; what knowledge have you of that contract?—A. She made that contract also.

Q. When?—A. She made that before she made the last one we were just talking about.

Q. She made that before she made the contract at Hayward?—A. Yes, sir.

Q. When had she made her earliest contract with Calligan Bros., do you know?—A. No, sir.

Q. Do you know anything about any contract except the last one?—A. No, sir.

Q. Were all the contracts she had signed there at Hayward?—A. The contracts she had made with Bergevin were not there.

Q. Was any contract there that she had made with Calligan Bros. before this meeting?—A. I do not know but what they did have the contract; I think they had it, the agreement she had made to contract with Calligan Bros.

Q. Was there also a contract there that she had made before the meeting at Hayward with Bergevin?—A. No, sir; there was no contract that she had made with Bergevin there at all.

Q. Do I understand you to say that the only contract she had signed before this meeting at Hayward was the contract with the Calligan Bros.?—A. Yes, sir; she had made a contract with Bergevin before that, but that was not there at the time of the meeting.

Q. But you understand that before that meeting she had signed two contracts?—A. Yes, sir; she had signed an agreement to contract with Calligan Bros. which was there at that time, and the contract with Bergevin that I witnessed.

Q. Which had she signed first?—A. I think the contract she made with Calligan Bros. bore date prior to the one with Bergevin.

Q. The agreement she made with Calligan Bros. antedated the contract she had signed with Bergevin?—A. Yes, sir.

Q. How much pine timber do you now estimate there is remaining on the Court Orielle Reservation?—A. I could not tell you from my own knowledge. I am not much of an expert in timber matters. But I have made a good deal of inquiry and I think, from what I can understand, that there are about 80,000,000 feet.

Q. You have only an opinion or estimate on that question?—A. Yes, sir; but I believe it is nearly correct as far as I can ascertain.

Q. How is it distributed?—A. There are no compact bodies of it; it is in isolated "eighties" here and there over the reservation.

Q. What is the size and shape of the Court Oreille Reservation?—A. It contains three townships.

Q. Of how many acres?—A. There are about 69,000 acres on the reservation.

Q. Is there a great deal of land there which has no pine timber on it?—A. Yes, sir; there is quite a good deal. There are quite a num-

ber of barrens there with no pine upon them. I have a map of the reservation but I omitted to bring it with me this evening.

Q. Is the land adapted to farming purposes?—A. There is some land scattered over the reservation which is adapted to farming purposes, but the most of it is a light soil and a good deal of it is rocky.

Q. Suppose the pine timber were all cut off the reservation, would the land itself on the reservation be valuable?—A. I would not so consider it.

Q. Is not the hardwood timber valuable?—A. There is some hardwood timber but there is no market for it.

Q. Then excluding the pine and hardwood timber and treating the land as designed for farming purposes, is it, or not, valuable; is it valuable without regard to the timber?—A. No, sir.

Q. Is it not capable of being settled upon by those Indians and being put into profitable farms?—A. I would not so consider it.

Q. How much cultivation is there upon the reservation?—A. There are some patches that are cultivated; some of the Indians have good sized fields cleared. Some parts of the reservation can be farmed, but as a rule it could not be.

Q. Are any of the farms on the reservation inclosed by fencing?—A. Some of them are.

Q. Are there many cattle on the reservation?—A. There are a few cattle there.

Q. Owned by the Indians?—A. Yes, sir; owned by the Indians; some have oxen and some have cows.

Q. But no Indian has any large number of cattle, has he?—A. No, sir.

Q. How do you regard the pasturage?—A. The cattle are turned out usually.

Q. To run in the woods?—A. Yes, sir.

Q. Is there good grass there?—A. Yes; there is a good deal of grass there in the woods.

Q. There is, then, fair pasturage for a reasonable number of cattle?—A. Yes, sir.

Q. How many Indians have settled on their allotments and improved them?—A. I think I can give you the number. (Referring to a memorandum.) We have eight groups of Indians, or eight villages rather, on the reservation, and the settlements are divided amongst them. There are ninety-two, or have been ninety-two, families according to my count who have settled on their allotments.

Q. Out of what total population; I think you said there were 1,100 inhabitants?—A. Yes, sir; 1,100 and something; I can not give you the exact number.

Q. Who constitute that ninety-two; are they heads of families as a general thing?—A. Yes, sir.

Q. Are we to understand that in those ninety-two cases the Indians have settled upon and made their homes on the lands allotted to them?—A. They have settled on their allotments at some time; they are not all living on them, but they have houses and patches cleared around them.

Q. How well have they succeeded in making homes and developing farms?—A. They have not any large amount of land cleared, any of them. A few have cleared 25 or 30 acres, but as a general thing they have only small patches cleared.

Q. To what extent is the land cleared as the pine is cut?—A. I would not consider it clearing the land at all. As I say, the Indians who set-

tle on these allotments clear a little patch of 1 or 2 acres, but outside of that they do not make any clearing.

Q. Do the Indians want allotments made under the Dawes act?—A. I think they do.

Q. Do they wish it irrespective of the privilege they get of selling timber and getting money for it at the present time?—A. Not on that reservation, I do not think. I think they want the land for the purpose of selling the timber.

Q. Suppose the right to sell the timber was to be taken away and they had no right to sell it, would there be any pressure then for allotments?—A. Not as a general thing; there might be in the case of a few of them.

Q. You have been there two seasons?—A. Yes, sir.

Q. You have seen the contracts which are printed in the testimony before the committee, have you not?—A. Yes, sir.

Q. Do the figures in those contracts showing the amount of timber contracted for and the figures showing the dollars per thousand have any reference to the actual quantity cut or the price realized by the Indian?—A. Yes, sir; in some cases they do. Sometimes an Indian will make a contract with a trader to sell his pine timber for so much and employ some party to put his timber in, and sometimes they put it in themselves.

Q. To what extent does the Indian become the principal in putting the timber in; in what proportion of the cases, and in what proportion of the cases does the contractor guaranty stumpage and contract to put it in himself?—A. The trader guaranties stumpage in a very large percentage of the cases.

Q. In those cases the Indian sometimes works for the contractor?—A. Yes, sir.

Q. In that case is he paid wages just like any other Indian laborer?—A. Yes, sir.

Q. So that in this case the real contract between the contractor and the Indian is the agreement to pay so much stumpage for the timber?—A. Yes, sir; where there is no guaranty made.

Q. During the two years you have been there, in what manner has the stumpage been guarantied and has it been done uniformly?—A. It has been done by written guaranty from the trader that he will guaranty the Indian so much per thousand feet for his pine timber.

Q. Has that been the general practice?—A. Yes, sir; since I have been there.

Q. Was that done by Sherman in 1886-'87?—A. I do not know Mr. Sherman.

Q. Who are the contractors on there?—A. Dobie & Stratton, McDonald, and Gaynor & Bergeron.

Q. Was it done by all those contractors?—A. Yes, sir; it was.

Q. And the contractors you have named have guarantied stumpage?—A. Yes, sir.

Q. Have you any of those contracts?—A. I have not any of those guaranties with me. I think I could write you out a form of one, however.

Q. What has been done with those guaranties?—A. They are kept until the time of the settlement.

Q. I mean what is done with them in the first instance when they are made?—A. The Indian is generally given the guaranty. Sometimes they make a writing or agreement and it is left in my office.

Q. To what extent have the agreements or stumpage guaranties been

left with you in these last two winters?—A. They never leave an agreement with me unless it is between the Indian and some other Indian that he hires to put in his timber.

Q. And then he brings you the stumpage guaranty?—A. Yes, sir. Two Indians come to me, I draw the agreement and it is left in my office.

Q. That is not the guaranty from the contractor?—A. No, sir; it is not. The trader does not make any guaranty in that case; where the Indian puts it in himself he becomes responsible.

Q. Does the Indian in any case have one of those printed blanks?—A. If he wants it he has it whenever he asks for it.

Q. The contracts are made in duplicate, are they not?—A. Yes, sir.

Q. What becomes of those duplicates ordinarily?—A. They are sent to the agent and after they are forwarded to the Department they are sent back, one copy at any rate; I do not know whether there is one copy kept in the agent's office or left in Washington. I know one copy comes back to the reservation, but it does not go to the Indian.

Q. If the Indian has a copy it would be a third copy?—A. Yes, sir; it would be a copy that he would ask for.

Q. Do I understand you to say that when these white men, these contractors whose names you have given, have made these stumpage guaranties they are not left with you in any case?—A. No, sir; they are not left with me.

Q. What do you understand they do with them—give them to the Indian?—A. Yes, sir.

Q. Do the Indians keep them?—A. Yes, sir; they are very careful about papers of that kind.

Q. Then you do not see them until the settlement is made?—A. No, sir.

Q. And sometimes they are then produced?—A. Yes, sir; if there is any dispute as to the price they are produced.

Q. What instructions, if any, have you had from Agent Gregory in reference to these stumpage guaranties?—A. He has told me that he believed in that system.

Q. Has he given you any positive instructions about it, to require the contractors to execute their stumpage contracts?—A. Yes, sir; I understood that he expected the contractors to guaranty the Indians their stumpage.

Q. Did you communicate that to the contractors?—A. I did not have any occasion to. It was understood before I came there and I simply fell into line.

Q. You understood that Agent Gregory expected those stumpage guaranties to be made, and you understood that the contractors knew that fact?—A. Yes, sir.

Q. Did you not consider it, then, a rule which it was your business to enforce?—A. Yes, sir; I did.

Q. Have any of those stumpage guaranties been made orally without any written memorandum?—A. No; they are all written.

Q. Do you think that in every case they are written?—A. I think in every case they are written. There might have been an exception, but if there was I do not know anything about it.

Q. Repeat, as near as you can, the language of one of those stumpage guaranties?—A. Sometimes they are like this: We hereby guaranty to pay a certain party so much per thousand feet stumpage, or something of that kind.

Q. Specifying the lot?—A. Yes; the lot is specified.

Q. Guarantying to pay him for his timber on such a lot?—A. Yes, sir.

Q. Would it specify anything else?—A. It specified the number of thousand feet, more or less.

Q. Did it have any stipulation as to cutting down the merchantable timber?—A. Yes, sir; it speaks about the merchantable pine timber usually upon the tract.

Q. And that is signed by the contractor and not by the Indian?—A. In some cases the contractor has made an agreement to contract prior to the logging contract, and the Indian has signed that, and instead of having a guaranty, when they come to contract the trader simply signs that at the time.

Q. And does that specify the stumpage?—A. Yes, sir; it specifies the stumpage.

Q. So that ordinarily now, when the contractors make their preliminary agreement with the Indians, they name the stumpage price?—A. Yes, sir; they do.

Q. And then when they have done that and the formal contract is made out, five or six dollars, or some nominal sum, is put in, the stumpage price being the true contract price; is that the way it is done?—A. They generally calculate that the banking costs so much, and they add that to the stumpage price.

Q. But the stumpage price is expressed?—A. Yes, sir; the stumpage price is expressed in the guaranty.

Q. So that in all these cases the Indian knows just what he is to get?—A. Yes, sir. He asks the question the first thing when a contract is interpreted to him; that is what he wants to know—the stumpage price.

Q. What stumpage prices were paid by these various contractors on the Court Oreille Reservation during the two winters you have been there?—A. During the last winter of 1887-'88 the price has been from \$1.25 to \$3.75, I think.

Q. State the proportion of contracts which have had the smallest price and what proportion the largest price.—A. There were not very many which had the smallest price, and I do not think there were but one or two that had the largest price. I could not give you the average.

Q. Had the settlements been made before you came away?—A. Yes, sir.

Q. What time were they made?—A. I think Agent Gregory was there from the 8th to the 20th of May; I think he was there along about the 14th.

Q. And the settlements were then made?—A. Yes, sir.

Q. What proportion of the amounts paid by these contractors to the Indians have been paid in goods, according to your best judgment? Give any data you may have.—A. (Referring to a memorandum.) I think the Valley Lumber Company has paid about half cash, as near as I can give an estimate. This is simply a good guess, that is all. I think that England, Thomas & Clark have paid about 60 per cent. and Dobie & Stratton 66 $\frac{2}{3}$ per cent. during the last year.

By Senator FAULKNER:

Q. Do you mean in cash?—A. Yes, sir; that is cash.

By the CHAIRMAN:

Q. How is the price of goods regulated? You have heard some questions asked about that subject this evening.—A. That is regulated by the agent.

Q. What are the instructions from the Department; what notices are posted, if any?—A. There are notices posted in the stores, and each of the companies have a copy of their price-list in my office.

Q. Does the agent or the farmer interfere to secure fair prices to the Indians under the regulations?—A. I understand that the agent has a report monthly from the traders on the reservation.

Q. What do you know about it on the Court Oreille Reservation; have you ever interfered to protect the Indians?—A. Outside of the time of settlement, unless there is a complaint made to me, I do not supervise anything of that kind.

Q. But if there is a complaint made, you consider that you have a right to interfere?—A. I do.

Q. How was the amount of timber to be cut, in the case of these contracts, to be determined?

The WITNESS. Do you mean the amount which was put in the body of the contract?

The CHAIRMAN. No; the amount which was actually to be cut; what determined that?—A. We understand there is a certain amount put in the contract, more or less, and if the Indian wants to stop when he gets that much done he can stop; otherwise, if he wants the balance cut, he can cut it.

Q. You understand that he has a right to require the contractor to clear it off clean?—A. Yes, sir.

Q. Is there any agreement to that effect?—A. The agreement is that he is to cut all the merchantable pine timber.

Q. That who is to cut it?—A. The contractor.

Q. Does the contractor sign any such agreement?—A. We understand the guaranty covers that ground.

Q. Does it, as a matter of fact?—A. I think it does. I know that when Indians come into the office and complain that their timber is not being cut clean, we have them look over the matter.

Q. I want you to show me, if you can, any agreement with the contractors, signed, that binds them to cut off the lots clean.—A. I do not know anything more than this guaranty with regard to that matter.

Q. That is the guaranty, that the contractor will pay so much stumpage for the merchantable timber, but it is not any guaranty that he will cut all the merchantable timber off, is it?—A. We understand that when he is to cut it to 10 inches, he is to cut it to 10 inches as long as it is merchantable.

Q. Is there anything which says so?—A. I think the general contract indirectly says so.

Q. It says that the Indian shall do it?—A. Yes, sir; that is so.

Q. If the Indian agrees to do a thing, that does not bind the white man, does it?—A. I suppose not.

Q. Look at these Dobie & Stratton contracts, as printed on page 115 of the record, and state whether the figures on there of the quantity of feet give any indication as to the amount that is to be contracted?—A. No, sir; in some cases there is more cut and in some cases there is less cut.

Q. Look at the fourteenth contract, at the middle of page 115, of Sophia Lumbar, for 100,000 feet, at \$7.25; do you see that?—A. Yes, sir; I do.

Q. What is the next one below it?—A. Number 15; Julius Carafelt.

Q. For how many feet?—A. That is 500,000 feet.

Q. At how much a thousand?—A. \$7.

Q. Do those amounts indicate that on Sophia Lumbar's lot 100,000

feet would be cut, and on Julius Carafelt's lot 500,000 feet would be cut?—A. Yes, sir.

Q. It indicates that five times the amount will be taken from Julius's lot as from Sophia's?—A. It indicates that that timber will be cut, more or less. If Mrs. Lumbar should want to stop when 100,000 feet were cut she could do so.

Q. Do you remember anything, as a matter of fact, of the quantity on either of those two lots?—A. No, sir, I do not; but I think there was more cut on each of the two than is represented here. I think there was more than 100,000 feet cut on the one and more than 500,000 feet cut on the other.

Q. And you think in each of those cases the price mentioned here did not govern anything, but that the stumpage contract did govern?—A. Yes, sir; I think the stumpage price of course governed here.

Q. Who fixed the value of the timber to be sold, that is to say the stumpage rate, and who fixed or determined what would be the proper charge to cover banking?—A. The Indian and the trader generally made the agreement to contract first, and when the time came for making the contract that was revised. The agent was down on the reservation occasionally and we talked these matters over. I am not much of a logger myself.

Q. But ordinarily you did not interfere with the prices fixed by the Indian?—A. No, sir; not ordinarily.

Q. Did you, if the stumpage contract contained the prices you have named, consider it a fair contract?—A. Yes, sir.

Q. When did you receive the order to stop felling trees on the reservation?—A. I received it on Saturday evening; I do not remember the date.

Q. Was it or not the 23d day of March?—A. I think it was about the 19th; I could tell if I had an almanac. I am sure as to its being on Saturday evening.

The CHAIRMAN. It was the second Saturday after its date at Washington, was it not?

The WITNESS. (Having looked at an almanac.) I am sure I got mine on the 17th of March, which was on Saturday.

The CHAIRMAN. That was the first Saturday after it was issued?

The WITNESS. Yes, sir.

Q. When did you stop the cutting?—A. I read the letter to Malcolm Dobie that same evening, and I notified the other traders the next day.

Q. Did they stop cutting promptly?—A. Yes, sir; they went right to work and stopped cutting; of course they had to send a man out to notify the ir foremen.

Q. Was there any cutting after the 18th on the Court Oreille Reservation?—A. Not if the party was notified, there was not.

Q. Have you any reason to doubt they were notified?—A. I am satisfied they were notified, because I took pains to go over the reservation myself. I was out there that same week; I took Inspector Marcum out to the village on Monday, 22 miles away, and on Tuesday I noticed they had stopped between there and Court Oreille before I went through there.

Q. Do you know when the cutting was stopped on the other reservations?—A. No, sir; I do not know anything about the other reservations in that respect.

Q. Were Calligan Bros. regarded there as disturbers, or ever complained of as such to you by the Indians?—A. A man could hear complaints of most every body there.

Q. No matter what the talk was, was there ever any serious complaint made to you of Calligan Bros.?—A. There were some Indians who made complaint.

Q. What was the nature of the complaint?—A. One man made complaint that he had not had his bargain fulfilled that he made with them to have supplies furnished.

Q. That Calligan Bros. had not furnished the supplies that they had agreed to furnish?—A. Yes, sir.

Q. Who made that complaint?—A. An Indian half-breed named John Quarters.

Q. Do you know what the cause of disagreement was between Agent Gregory and Calligan Bros.?—A. No, sir; I do not.

Q. Do you know why he first refused them the privilege of contracting and why he subsequently receded?—A. No, sir; I do not know the reason. I was not much acquainted with Agent Gregory at the time, and he simply told me, as I said awhile ago, that—

Q. Were any of the contractors allowed to cut timber on the Court Oreille Reservation before the approval of their contracts by Agent Gregory?—A. Yes, sir; they cut timber before the contracts were approved.

Q. Did you allow that to be done?—A. I understood it to be the custom.

Q. Please answer the question.

The WITNESS. Did I allow it to be done?

The CHAIRMAN. Yes.

A. The first year that I was there I objected to the traders doing that, and I think I spoke to the agent about it. He said if they waited until all those contracts were approved it would be so late that they could not get their logging roads cut and their shanties fixed up, and there was no other way to do it.

Q. He told you to let them go on?—A. Yes, sir.

Q. And you did so in both years?—A. Yes, sir.

Q. How soon after the contracts were signed and forwarded by you to the agent were contractors allowed to go on?—A. They generally went into their camps along in the last part of October or the first of November.

Q. Did you allow cutting to commence before you saw any contracts?—A. No, sir; not that I know of.

Q. You would not have allowed that?—A. No, sir.

Q. You kept an account of the lumbering to that extent, that you found out that a contract had been made, you approved it and forwarded it to Agent Gregory?—A. Yes, sir.

Q. Having done that, when the season for logging would arrive you allowed them to go on whether you had heard from it or not?—A. Yes, sir; if they had a contract with the traders.

Q. You did not allow it to be done unless you knew there was a contract?—A. No, sir.

Q. And you did not allow it before you sent the contract to Agent Gregory?—A. Sometimes perhaps they did, but ordinarily I forwarded it as soon as I could. Sometimes we would get a bunch of them together before they were forwarded.

Q. In all these cases, whether the contract was in your hands or had been forwarded to Agent Gregory, as soon as the logging season commenced you allowed them to go on?—A. Yes, sir; if there was a contract.

Q. You could not know that unless it was produced to you?—A. No, sir; I could not.

Q. Therefore, in all cases where the lumbering was commenced you knew there was a contract?—A. The Indians would put in some of the timber by themselves, some of the "eighties" that had been cut over before. I understood that the agent gave them permission to put in some of the "eighties" where there were a few thousand left on the "eighty" of second choppings.

Q. But setting those aside, you knew there was a contract wherever there was any cutting?—A. Yes, sir; I think so.

Q. But after the contract was made and put into your hands you let them go on as soon as the logging season arrived?—A. Yes, sir.

Q. To what extent were contracts detained by the agent from you?—A. They were not detained at all. As a general thing we forwarded them as soon as we could. Sometimes we would get a bunch together and forward them, and sometimes only a few.

Q. Did you keep contracts behind waiting for the bond to be executed?—A. I think the first year I furnished the contractors (or a part of them rather) with the bond and the contract together, and as soon as they got the bond completed forwarded them to the agent.

Q. What knowledge have you had of allotments on the Court Oreille Reservation?—A. I have had some knowledge of allotments there.

Q. State about the allotments which have been made during the two years you have been there; have you ever known of allotments to be made under the Chippewa treaty, and have you known them to be made under the Dawes act?—A. The first year I was there there had been quite a number of applications filed in my office by the Indians for allotments, and when the agent came down there for a settlement he held a council with the Indians. The descriptions, together with the names of the party applying for them, were read off in open council and the Indians decided whether they were eligible or not, and whether they were to have the "eighties" selected or not.

Q. Who was present at that council?—A. Agent Gregory and the Indians.

Q. Did the decision of the council govern in all cases that winter?—A. There had been a good deal of trouble about half-breeds coming in from the outside to get allotments, and the Indians held a council at my house before this other council was held among themselves, and they asked me to draw out a petition to the agent saying that they were perfectly willing these parties should have allotments there provided they became citizens of the reservation and built on the "eighties," but they wanted the agent to hold this list, passed in 1886, in abeyance until the next year, and then at the next annual council those who had complied with the conditions imposed should be allowed to have their "eighties."

Q. Was that arrangement made?—A. Yes, sir; it was.

Q. And no one was allowed to contract for timber in 1886-'87 who was objected to by the tribe?—A. No, sir; I do not think they were; I do not know of any.

Q. How has it been since that time; have any allotments been made on the Court Oreille Reservation under the Dawes act or since the Dawes act was passed?—A. This same list of names was called up in April, 1887. I understand the Dawes act was passed in February, 1887. This same list was called up again and there were some objections made, and these parties the Indians objected to were stricken off at that time and the rest of the allotments, I understand, were forwarded to the Department.

Q. Have contracts been approved by you and been allowed to go into execution this winter on any allotments of that kind where the tribe objected to the right of an outside Indian who came there?—A. There were some that the Indians objected to after the council was held, but none that they objected to at the time that the agent was there.

Q. How many cases of that kind are there?—A. I do not know; I can furnish you that to-morrow. I have my letter-book at the hotel here and I can give them to you.

The CHAIRMAN. I would like you to give those to the committee. Now with reference to cases where Indians made contracts on lands the allotment of which was not approved by the Department; do you know of such cases as that?

The WITNESS. Do you mean the last list I have spoken of?

The CHAIRMAN. Yes.

A. There was quite a large list of contracts which were made.

Q. No allotments have been approved this winter at all, have they?—

A. I do not know.

Q. None have been approved to your knowledge?—A. No, sir.

Q. You have not heard of any being approved this winter?—A. No, sir.

Q. Have you heard of any allotments being approved by the President or the Department since a year ago last spring?—A. I have not heard of any.

Q. Therefore, if there were any contracts in the list for 1887-'88, on lands allotted since that time by the agent, they have not been approved by the President?—A. Not that I know of.

Q. And yet the parties have been allowed to go on in all cases with their contracts, have they not?—A. Yes, sir.

Q. What is the system and cost of scaling logs on that reservation?—A. I brought a scale card along with me, a report the scaler has to make, but I have not got it here this evening.

Q. What do you remember about the cost of scaling?—A. The Government scaler there is paid 10 cents a thousand feet.

Q. What schools have you on the reservation?—A. We have three schools on the reservation.

Q. What can you say about them?—A. We have three schools; one at Round Lake, under the control of the Presbyterian Board of Missions, with two lady teachers and an attendance of 19 daily with 30 pupils enrolled. About one-third of the Indian children there do not attend school; it is hard to get them to come to school. There is a Government school at Pahquahwong, with 1 male teacher and 28 scholars enrolled, with a daily attendance of 18 or 19. We have a school at Lac Court Oreille, under the control of the Catholic mission. I think there are three Sisters who have charge of that. They have 73 scholars enrolled with a daily attendance of 45. That school is partly supported by the Government. We have a good school-house there that cost about \$1,700 to build and fix up.

Q. You do not approve these timber contracts?—A. No, sir; I only witness them.

Q. You certify that they were read in your presence by both parties?—A. Yes, sir; that is my business.

Q. Do you transmit them to the agent?—A. In some cases the trader transmits them himself.

Q. Did Agent Gregory inform you that any other parties besides Calligan Bros. would not be permitted to make contracts?—A. No, sir; he did not.

Q. So far as you know they are the only parties who have been excluded from making contracts?—A. So far as I know they are.

Q. Did he ever say to you at any time that Bergeron's contracts would not be approved?—A. No, sir; Bergeron came to my office last fall and wanted to make some contracts, and I told him I did not know whether the agent would approve his contracts or not; that he would have to get permission from him. Those matters are always referred by me to him when a new man comes in. I think he made contracts with the proviso that if it was satisfactory to the agent it would be all right. He wrote to Agent Gregory, and I saw Agent Gregory myself in the mean time and he told me to go ahead, that it was all right.

Q. And Bergeron's contracts were approved?—A. Yes, sir.

Q. How many men in all have been at work logging on the reservation, should you think, during the two years; how many the year before last, and how many this year?

The WITNESS. Do you mean Indians and white men?

The CHAIRMAN. Yes; how many men have been at work logging in all the camps of all the contractors last year and this year?—A. I suppose it would take about an average of 900 men to run it.

Q. As many last year as this year?—A. Yes, sir; I think so; fully as many.

Q. What proportion of those have been white and what proportion Indians?—A. There were more white men employed this year than there were last year.

Q. What proportion of the 900 men employed this year were white?—A. I have a list at the hotel of the number of men in each camp, but I would not like to give you the figures here now without some data.

Q. You think you can tell the number employed in each camp and how many are Indians and how many whites?—A. Yes, sir.

Q. Both this year and last year?—A. No, sir; I can not give you the number last year, but I can for this year.

Q. You think the number is about 900 men?—A. Yes, sir; I think so.

Q. And the total population there is about 1,100?—A. Yes, sir.

Q. So that in addition to the 1,100 Indian residents you think you have what number of white men who belong in that 900?—A. There are quite a number of half-breeds and white men from outside and they and the able-bodied Indians on the reservation constitute the number of men who are working in the camps.

By Senator FAULKNER:

Q. You speak of contracts for the cutting of timber being made prior to the approval of the allotments; do you mean prior to their approval by the Department?—A. Yes, sir; before their approval by the Department.

Q. Before these contracts are permitted to be made the allotments are approved by the agent, are they not?—A. They are approved by the council of Indians and the agent both.

Q. And the contracts for the cutting on these allotments are not permitted until after that?—A. No, sir; not until after that.

Q. How long would it take from the time they are approved by the council of Indians for them to go to Washington and to come back; what is your experience in that regard?—A. I could only tell you by the date of the patent. I understand these councils are generally held in the spring of the year when the payments are made. I noticed that some patents have been dated as late as March in the following year, and some are dated in November.

Q. So that if they were to wait for those there would not be any cutting on these allotments at all during the succeeding year, would there?—A. No, sir.

Q. I understand that there was no cutting permitted on any allotment made to any person that the council of Indians at the last session objected to?—A. No, we do not allow anything of that kind. There were some parties who started in but we stopped them.

Q. So that there was no cutting done upon any allotment that the Indians objected to at the council?—A. No, sir; not with our consent.

Q. I will ask you this question: Did you mean to say that you allowed cutting to be made on these "eighties" before the agent approved the contract for the cutting, or before the contract was approved by the Department?—A. As soon as the contract is made and forwarded to the agent we understand that they are allowed to go ahead and cut the timber.

Q. That is unless the agent should notify you not to allow it?—A. Yes, sir.

Q. Do you give him a reasonable time to notify you of that fact after the receipt of the contract before you let the cutting go on?—A. We generally get those contracts off as soon as possible. It is generally a reasonable time; there is no particular time specified, however.

Q. We can fix it in this way: When do you generally get the contracts into the hands of the agent?—A. In 1886 I think the last contracts were sent in in December. We do not send them all at one time, but send them as we get them.

Q. When were the first contracts sent in?—A. I think there were some sent up in October; I am not sure, but I think so.

Q. When did the cutting commence there that year?—A. They commenced to make their roads along the last of October or the first of November; there is not much skidding or cutting done until the snow begins to fall.

Q. When did that occur in 1886?—A. I think we had snow along in the first or second week of December, or at least that was the time that the work began.

Q. Then all the contracts had been in the hands of the agent then?—A. Yes, sir; the most of them.

Q. How about last year?—A. I do not think all the contracts were sent in so early. We made some contracts earlier. Some of the Indians were away hunting and these contracts on the unallotted lands were not forwarded until later, not until I got instructions from the agent to forward them.

Q. Was the cutting made on those before the agent received the contract?

The WITNESS. Do you mean on those unallotted pieces?

Senator FAULKNER. I mean on any of them.

A. There might have been; I am not sure as to that. I do not think there was any cutting done until after he got the contracts. We did not calculate, as a general rule, that there would be.

Q. As I understand, these contracts were generally, really, and substantially the stumpage that was paid?—A. Yes, sir.

Q. And the agent and yourself inquired as to the fair value of that stumpage?—A. Yes, sir; we did.

Q. If any advantage was taken of the Indian, in your judgment, in fixing the prices of stumpage, would you or the agent change the price?—A. Yes, sir; if we thought there was an unfair advantage taken.

Q. I understand this stumpage runs all the way from \$1.25 to \$3.75,

depending on all those circumstances which enter into the value of timber?—A. Yes, sir.

Q. And those were matters which you took into consideration, looking to the interests of the Indian, when you supervised these stumpage contracts, or when the agent did it?—A. Yes, sir.

Q. The Chairman has asked you if you could point out any distinct provision in a contract signed by an Indian as to the character of the timber that a contractor had to cut. You say that your understanding was that it should be merchantable timber, the smallest end to be not less than 10 inches?—A. Yes, sir; 10 or 12 inches, as they might agree upon.

Q. And that whenever any complaint was made to you in reference to those contracts in regard to the cutting that you then required the contractor to comply with that understanding, and they never objected?—A. They never objected. We required them to do that, and in some cases there was objection found at the close of the logging season, and we required them to scale up this timber and pay the Indian for it at the same price that they paid for timber banked during the season.

Q. And they also acquiesced in the construction you put upon those contracts?—A. Yes, sir.

By the CHAIRMAN:

Q. Did you ever change the price of stumpage between the Indian and the contractor, that you remember?—A. I do not know that I have.

By Senator FAULKNER:

Q. The Indians look sharply after that themselves, do they not?—A. Yes, sir; I think so.

Q. Now, in reference to regulations about these stores. Was there any regulation requiring the cost of the article and the price of it to be posted on your reservation?—A. Yes, sir; they posted a copy of the selling price of their goods in each store, and there was a copy also posted in my office.

Q. Did you have instructions if those prices were unfair or unjust to control them in any way?—A. That was left with Agent Gregory.

Q. Did he have that power under his instructions?—A. I understood that he had.

Q. Do you know of any instances in which he regulated in any way the prices of articles on the reservation?—A. I do not know. I know that he went to the stores, but I was not with him on those occasions.

Q. Do you know of any complaints made by the Indians in reference to those matters which were brought to his attention?—A. I do not know of any. There were some complaints made to the inspector, who was there at one time, and he looked over the books and I heard him tell the Indian council that he was satisfied it was all right.

Q. I understand you to say that since you have been on that reservation the Indians themselves have done some work there in cutting their own timber?—A. Yes, sir; there have been some of them who have done it.

Q. And sold it on the bank?—A. Yes, sir.

Q. The proportion of Indian and white labor employed you will give to-morrow, I understand?—A. Yes, sir.

Q. You spoke of their clearing 25 or 30 acre pieces of ground; you do not mean they put that amount of land in cultivation, do you?—A. The Indians raised some grass there.

Q, What proportion of that 25 or 30 acres would be in truck and agricultural products?—A. I suppose not over 3 acres would be in potatoes or vegetables; probably not over 3 or 4 acres if that much.

Q. In regard to these ninety-two families who have settled there on their allotments, do they stay there during the entire year?—A. No, sir.

Q. What portion of the year are they there?—A. They are generally there in the spring and put in some part of the crop, then they go away for awhile. They have a time for making sugar, when they are away for awhile, and also a time for picking blueberries, and a time when they "make rice," as they call it, when they are away for awhile, and then in the fall of the year they have a big hunt and then they are away some time.

Q. During the winter do they stay there or go to the woods?—A. Some stay there and some go to the woods. As I have already stated, we have eight groups of Indians or villages on our reservation, so that they are scattered pretty well over it anyway.

Q. Was the contract made with Mary Bray with Calligan Bros. dated prior or subsequent to the other contract?—A. The contract that was made with Mary Bray by Calligan Bros. in my presence was dated subsequent to the contract made with Peter Bergevin.

Q. The contract I mean indorsed by the farmer?—A. That is what I mean.

Q. That is the only kind of contract, I understand, that the regulation provides for, one approved by the farmer?—A. That is the only kind I know anything about.

Q. If they go and make any other verbal proposition or contract and the farmer has nothing to do with it, it is not recognized, is it?—A. We do not consider that a contract; no, sir.

Q. You do not regard that as a contract at all?—A. No, sir.

Q. That is what I understand. Do you know anything about timber being affected by fire on that reservation?—A. We had a very large fire on our reservation in the summer of 1887, which burned over quite a large portion of the reservation.

Q. Can you estimate the number of acres which were burned over?—A. I should say that it burned over at least half of the timbered portion of it. There were some eighties that were badly damaged. There is one referred to in the record, in John Denomie's evidence, I believe, in which an Indian in our reservation wrote him a letter concerning it, that the timber was so damaged that the worms got into it, and there was about 130,000 feet that was really worthless.

Q. That was on one allotment?—A. Yes, sir; that was on one allotment that I know of. I know it burned quite a number of others; I know other pieces of land which have been damaged seriously.

Q. What are the wishes of the Indians generally there in reference to cutting their timber clean?—A. They want it all cut clean, and I am sure to hear about it if it is not cut clean. The Indians are able to look after that part of it pretty well.

Q. What do they desire in reference to having one-quarter of it reserved?—A. They do not want it reserved.

Q. What is the effect, in your judgment, of the introduction of white labor on those reservations in assisting in cutting those logs?—A. I am satisfied that the timber can be cut a good deal cheaper by white labor than it can be by Indian labor.

Q. What is the effect of the association upon the Indians themselves?—A. Of course it gives the Indians a better idea of business to

see how people work who come there from the outside, and it civilizes them to some extent.

Q. How did the order stopping the cutting of timber affect those engaged in logging on your reservation last year?—A. There are quite a number of Indians who are owing money to the traders for money advanced, and a good many of the loggers have come out behind.

Q. In what condition did that order leave the timber on those allotments which were being cut from?—A. It did not make any difference in regard to those that were cleaned up. In cutting timber the logger in the first place goes over the ground and prepares what he calls his skidways and then goes and cuts enough timber to fill up those skidways, and to avoid, then, making additional skidways at additional expense he hauls them away and then fills up the skidways again. There is another reason also. In felling down so much timber in a pile it will be apt to break unless you do it in that way. Of course an acre cut over and left in that way is not in as good a condition as if it was all standing together or all cut together; it is more liable to burn.

The select committee then adjourned until Tuesday, July 17, 1888, at 10.30 o'clock a. m.

WASHINGTON, D. C., *Tuesday, July 17, 1887.*

The select committee met, pursuant to adjournment, at 10.30 o'clock a. m.

Present, Senator Chandler (chairman) and Senator Blackburn.

The CHAIRMAN. I will recall Mr. Rusler.

TESTIMONY OF WILLIAM RUSLER—Recalled.

WILLIAM RUSLER, having been recalled, was further interrogated as follows:

The CHAIRMAN. You stated last evening that your memoranda would show the number of men in camp during the last winter, and the proportion of white men and Indians employed.

The WITNESS. I can furnish you that information this morning.

The CHAIRMAN. Proceed, and make your own statement.

The WITNESS. (Reading from a memorandum.) The Valley Lumber Company had 120 white men and 103 Indians. Dobie & Stratton had 410 white men and 184 Indians; England, Thomas & Clark had 290 white men and 55 Indians. I find that my estimate last night was a little low. I estimated there were altogether 900 men employed. I find that there were 810 white men employed and 342 Indians, making in all 1,152 men.

By the CHAIRMAN:

Q. Do those figures represent the usual ordinary force, or all the men, white men and Indians, who worked at all during the winter?—A. It represents the whole number of persons who worked during the winter.

Q. That is to say during the winter of 1887-'88?—A. Yes, sir.

Q. So that the figures for each contractor are rather more than their working force at any one time?—A. Yes, sir; the camps are not full and it takes from 30 to 35 men to fill a camp who would skid about 3,000,000 on a basis of a mile and a half haul. I could give you the number of men employed around the camp and state their occupation.

The CHAIRMAN. I would like to have you do so.

The WITNESS. For each camp there are 2 cooks, providing they are full and they have their necessary quorum. They also have 1 stable boy. Then they have 3 stable teams and it takes 3 drivers for them. Then if you have 2 four-horse teams it takes 2 men, but sometimes they only have single-horse teams and in that case it takes 3 drivers to drive the teams that haul the logs to the banking ground. It takes 6 sawyers; for notching and trimming 3 men, 1 man to drive the tote team, and 1 foreman. For swamping and clearing away brush, making roll-ways, etc., 5 men. It takes 2 loaders, 3 men who are called "scoot tenders," or sled tenders, 2 road monkeys, who keep the road in condition, and 1 landing man.

Q. How many do you make that in all?—A. I think it is thirty-one.

Q. Making a full camp?—A. Yes, sir.

Q. And a full gang of men, such as you have described, can go into the woods, set up their camp, and do logging to advantage?—A. Yes, sir; of course if they have farther to haul it will take more men to drive teams.

Q. And more teams?—A. Yes, sir.

Q. This list of men is on the basis of a mile and a half haul?—A. Yes, sir.

Q. For a less distance it requires fewer teams and men, and for a greater distance more teams and men?—A. Yes, sir.

Q. From what data did you make that memorandum from which you have given these figures?—A. From the books of the traders.

Q. When did you make that memoranda?—A. I made it after I was subpoenaed. I went to the foremen of the different trading posts and asked them those questions.

Q. Were you told that you would be asked to testify on those points?—A. Governor Pound said, I believe, that I would be required to testify in regard to that matter.

Q. And then you went to the traders' books?—A. Yes, sir; and tried to post myself as well as possible.

Q. That is your private memoranda, made by yourself from your investigation?—A. Yes, sir; I got the information from the foremen at the different trading posts.

Q. Have you obtained any other information with reference to the method of doing business on the reservation which you think would be useful to the committee; if so, you may give it.

The WITNESS. In regard to banking timber?

The CHAIRMAN. Yes; any information you have gathered?

The WITNESS. I do not think of anything particularly; if you will ask me questions I can answer them.

The CHAIRMAN. I do not think of anything more, and that is the reason I put the question in that form.

The WITNESS. I will look over my memoranda and see if I find anything. [Having referred to his memoranda]. Here was a little memorandum I made as to the price and cost of banking timber at different distances. I took this from an estimate made by parties and also from my own knowledge of the prices that have been paid.

The CHAIRMAN. It is an estimate of other people confirmed by your own opinion on the subject?

The WITNESS. Yes, sir.

The CHAIRMAN. Then you may give that.

The WITNESS. Taking timber a mile and a half from water and the average price would be about \$3.50 for banking. If the timber was 2½

to 4 miles from the water, it would cost from \$4 to \$4.50; and if the timber was from $4\frac{1}{2}$ to 6 miles from the water, it would be \$5 a thousand. Of course it would depend a little upon the trouble it would take to make the roads and also upon the topography of the land which was to be cut. Sometimes they have land that is in gullies, and of course it takes more work to get that timber hauled out from those hollows or gullies than if it was on a level piece of ground.

Q. Who were the parties who gave you the information from which you formed your judgment in addition to your own opinion?—A. I find these things out when they make contracts in a good many instances; in fact I think almost always this question comes up as to the price of banking. I also made inquiries of W. B. Murdoch, who is foreman for Dobie & Stratton, and of James Hogan, who is foreman for England, Thomas & Clark, also of Fred Calligan, who is foreman for the Valley Lumber Company.

Q. When did you make those inquiries?—A. I made the inquiries I speak of since I was summoned as a witness.

Q. Did they simply give you their opinion as represented in these figures or did they go into details and tell you how they arrived at their conclusion?—A. They referred to their books simply; they did not go to work and itemize the cost or give me any details.

Q. They were giving you nothing more than their opinion?—A. That is all.

Q. And your opinion is not founded upon any estimate in detail?—A. No, sir; I have no knowledge as to what the actual expenses of the company are; that is, I never had an itemized account, but I base this on the prices paid for banking.

Q. You have no estimate of what a gang of thirty men such as you have described would cost, or how much work they would do in a season have you?—A. It is calculated generally that they will bank about 100,000 feet to a man, but they will not do that on the reservation; you can see that by the number of feet that were cut on the reservation.

Q. Have you any opinion as to how much it would cost, or what proportion of the whole expense of the logging would be appropriated to one of the gang of thirty men; has any calculation of that kind been made?—A. No, sir; I could give you the wages of the men.

Q. I mean the whole expense?—A. No, sir.

Q. You do not know whether any calculation of that kind has been made?—A. No, sir.

Q. I want to examine you a little more in reference to your statement yesterday that Agent Gregory informed you what parties would be permitted to do logging. You made such a statement yesterday?—A. I think I did.

Q. Did you understand that you were to be confined to such parties in giving out blanks and in witnessing contracts—those that he told you would be allowed to contract?—A. Certainly; I understood I was under his instructions.

Q. And that he gave you those instructions, which you were to follow?—A. Yes, sir.

Q. To let the parties named contract, and not to let Calligan Bros. contract?—A. Yes, sir.

Q. I want you to make some further statement about this Mary Bray contract. I understood you witnessed her contract with Mr. Bergevin, which was finally accepted by the agent and went into effect, did you not, at this time?—A. I did.

Q. Did she inform you at that time that she was already under a contract with Calligan Bros.?

The WITNESS. Do you mean at the time we were at Hayward?

The CHAIRMAN. I mean when you witnessed the Bergevin contract?

A. That was after the contract had been made between her and Peter Bergevin? No, sir; she told me she had made a contract with Dan McDonald, though.

Q. At the time you witnessed the Bergevin contract?—A. Yes, sir. I told her husband prior to that the circumstances; she had made an agreement in the mean time to contract with McDonald.

Q. She told you that?—A. Yes, sir.

Q. Do you understand that is a contract between her and McDonald?—A. I understood it was an agreement to contract.

Q. An agreement in writing?—A. Yes, sir.

Q. Did she not tell you at that time that she had contracted with Calligan Bros.?—A. I do not think that there was much said about Calligan Bros., from the fact the matter had been explained to her husband at the time he was upon the reservation.

Q. Did you know that at that time she had contracted or made a written agreement with Calligan Bros.?—A. I only knew what her husband had said, that she had made an agreement to contract.

Q. Her husband had told you?—A. I will explain that—

Q. Answer my question first and then you can explain. Did she tell you herself, at this time of which we are now speaking, that she had contracted with Calligan Bros.?—A. I do not remember whether she did or not. There might have been some conversation about Calligan Bros. at that time, but it was understood that they were not going to log and there was not much discussion made; the matter had been discussed between me and her husband before that.

Q. Did her husband, before that time, inform you that she had contracted with Calligan Bros.?—A. Yes, sir; that is, she had made an agreement to contract.

Q. Did you tell him that Calligan Bros. were not to be allowed to make contracts?—A. I did.

Q. Did you tell her at the same time that you witnessed the contract with Bergevin;—A. If there was anything said about it I expect I did; I do not think there is any doubt about it, but I do not remember the conversation that was held at that time.

Q. Have you any doubt that you did give her to understand that?—A. I am not sure as to that; I have some doubt.

The CHAIRMAN. Now you can explain anything you want to.

The WITNESS. The first that I knew about this was during the month of June sometime. I fix the fact because I remember that Mary Bray's husband, the husband of Keganiganis, and the husband of Ambrose Corbine called at my office and told me they had got through their planting and wanted to look over their "eighties," as they expected to sell them that year. I took a piece of paper and drew out a plat showing the section on which their land was situated, and marked the allotments on the section so that they could get a better idea of them than by simply the description on their patent. They went to look at them and came back into my office with a half-breed named Dash Surveyor, who was doing business for Gaynor & Bergeron at that time. They said to me that they had sold their timber to Gaynor & Bergeron, and asked me if I would not come over to their place and approve the contract—no, in the first place they asked me if they could not make a contract in the place of their wives, if they got an order from their wives. These

two white men said their wives could not come over, and they would like me to come over to Flambeau and witness the contract for them. I told them when the time came around, if it was satisfactory to Agent Gregory, I would surely go over there. Then, some time in September, after this interview I speak of that I had with Agent Gregory as to the parties who were going to contract that fall, those same parties, with Bergevin, came into my office again and they said they had made a contract, or had an agreement to contract, with Calligan Bros.

Q. Did the women come there at that time?—A. No; it was the men again, just the same as it was before. They said Bergevin had told them that Calligan Bros. were not going to contract, and if that was the case they would sell to him; that they came to me for information. I told them that my instructions were that Calligan Bros. were not going to do business on that reservation that year, and they again invited me to go down there. So I told them that I would. I spoke to Agent Gregory at that time about the contract between them and Gaynor & Bergeron, and he said he did not see any objection to it. I had some work to do besides that; McDonald and Dobie & Stratton had some places to be looked at, and I told these parties that as soon as my work was in such a condition that I could leave and come there I would try to go down there. I did go down there and approved those three contracts. Mr. Bergevin went with me from Chippewa Falls.

Q. Where did you go?—A. From Chippewa Falls to Flambeau farm. Mr. Bergevin went with me, and we went to the house of Mary Bray. In the first place I had met Dan McDonald at the Falls, and he told me he had also made a contract; that when he found out that Calligan Bros. were not going to log on the reservation he had also made a contract with Mary Bray, and he showed me his agreement to contract. I told him that that matter was getting rather mixed; that we had two or three agreements on this same eighty, and I did not know what we were going to do about it; that I did not think I could settle the matter. He said in order to satisfy people he would withdraw his claims and his right to contract, and he gave Mr. Bergevin a letter to Mary Bray telling her so. We went over there, and she said she did not want to contract with anybody else; that she had made a contract with McDonald now, and was going to stick to it. That refreshes my mind also that she said that she had an agreement with Calligan Bros. to contract; that she had made two agreements, and did not want to change any more.

Q. Did she express a preference there for McDonald?—A. Yes, sir; she did. I told Mr. Bergevin that if she was not satisfied we would not do anything, and we went away from the house and staid all night at another place.

Q. Who did you leave with her to bring her to reason?—A. Well, there was a Frenchman there.

Q. What took place?—A. The next morning her husband came to where Bergevin and I were staying and invited us back again, and she said she wanted to make a contract with him. So a contract was made, and I witnessed it.

Q. Had she been informed before that time that Calligan Bros.' contracts would not be allowed?—A. I do not know whether her husband informed her about it or not.

Q. But she was informed that they would not be allowed to hold the contract?—A. I do not know whether she had been or not.

Q. You may proceed now to the meeting afterwards at Hayward, when Mary Bray was present; but before coming to that I will ask you

whether there was afterwards a conference about this business at the reservation?—A. Yes, sir; there was a conference at the reservation; Governor Pound, Calligan Bros., and Agent Gregory were on the reservation. I was not present a great deal at the conference; I was around there, but I did not hear what took place between them particularly. But my understanding of the result of the conference was this: That where parties had made a contract with Calligan Bros. and had afterwards contracted with other parties, that the parties were to be called together, and if the Indian wanted Calligan Bros. to have the contract, according to their first contract, they were to have it.

Q. Was there a meeting subsequent to that at Hayward to conclude the Mary Bray business and that of other contracts?—A. Yes. We had settled some other matters between Dobie & Stratton and Calligan Bros. and Gaynor & Bergeron, and one or two between Gaynor & Bergeron and the others.

Q. And Calligan Bros. got some of those contracts?—A. Yes, sir.

Q. Now come to the final business at Hayward.—A. Mary Bray was brought to Hayward by P. H. Calligan.

Q. Was her husband with her?—A. No, sir; she had that French gentleman with her; he was a kind of a French lawyer, I guess; I do not know what else to call him; I have forgotten his name. We went into the room in the court-house there and had a hearing of the case.

Q. Before you?—A. Yes; I was the judge at the time. The other party, Mr. Bergevin, appeared by attorney and Mr. Calligan was there himself. I do not remember whether it was Mr. Gaynor or Mr. Bergevin who had some conversation, but somebody did about the claim that they had on the timber. They claimed they had really made the first agreement to contract, but that was not considered there. I asked Mary Bray the question, and she said she wanted Calligan Bros. to have the contract, and, as I remember it, that Calligan Bros. had another agreement to contract with her, and had agreed to pay her \$3 a thousand stumpage, and Bergevin had made a contract with her for \$3 a thousand stumpage. But upon cross-examination she said this: She said that the reason she wanted to change from Bergevin to Calligan Bros. was because Mr. Calligan had offered her 25 cents a thousand more than the other man had paid her, and, not being much of a lawyer, I did not know whether that constituted a new contract or not with Calligan Bros., but I concluded if it did of course they were out of order, because I understood this agreement was to go back to the first contracts, and I simply referred the matter to Agent Gregory; I allowed her to make the contract, but referred the matter to him.

Q. Had you had a conference with Agent Gregory before that with reference to allowing Calligan Bros. to have Mary Bray's contract, or had you any instructions or commission from him that they should not be allowed to have it?—A. He simply told me that these parties were not going to log on the reservation.

Q. But after the agreement had been entered into, upon the representations of Governor Pound modifying that decision, so that where Indians contracted with two parties the Indian might determine which contract should go into force—after that, had Agent Gregory given you any instruction that Calligan Bros. could not have the Mary Bray contract, even if Mary Bray wanted them to have it?—A. No, sir.

Q. He had not?—A. No, sir.

Q. At this hearing of yours did you express any preference yourself for the Bergevin contract?—A. I do not think I did.

Q. Did you tell Governor Pound that you wanted the Bergevin con-

tract to take effect?—A. Governor Pound was not present at that meeting at Hayward. I had some conversation with Governor Pound. I am always a man of peace and I thought we might as well get these matters adjusted amicably, and I had some talk with Governor Pound about compromising the matter; that was at the reservation.

Q. And the compromise that you proposed was that Bergevin should have that Mary Bray contract?—A. I am not sure as to that, but possibly it was.

Q. Did you not tell Governor Pound that you wanted Bergevin to have the Mary Bray contract, and urge him to let it go?—A. Possibly; I do not remember. We did not talk officially. I was anxious to have these matters fixed up.

Q. At this conference at Hayward you came to the conclusion that Bergevin should have the contracts?—A. I came to the conclusion that I did not know anything about it.

Q. What did you do?—A. I referred the whole matter to Agent Gregory.

Q. Did you send him all the contracts?—A. The other contracts had been forwarded to him, and I believe I wrote a letter and sent this contract that Mary Bray made with Calligan Bros. by Mr. Calligan. He was going up there from this meeting at Hayward, and Bergevin's contract had already been forwarded, to the best of my recollection.

Q. Please state more clearly the result of this Hayward meeting. Did Mary Bray do anything at that time?—A. I witnessed a contract between her and Calligan Bros. at that time, and, as I say to you, there was a point there that I was not clear on and I forwarded the matter to Agent Gregory and referred it to him.

Q. And Agent Gregory made the decision?—A. Yes, sir.

By Senator BLACKBURN:

Q. What was the relative value of the service of the white laborers and the Indians in this logging business there? Of course I ask you to deal with the rule and not with the exception, but on the average which was the better laborer of the two?—A. There is no question but what white labor is the better labor of the two.

Q. In what respect? Is it more stable and reliable?—A. Yes, sir; a white man will go into camp and stay there all winter. An Indian will sometimes work two or three weeks, and sometimes not so long, and then probably will be absent from camp a week or so.

Q. Which was the cheaper labor, both as to the wages paid and the service rendered?—A. The white labor was in both instances the cheapest, because the Indians were paid greater prices than the whites were.

Q. They were paid more and did less?—A. Yes, sir.

Q. Did Agent Gregory at the time he told you that the Calligan brothers were not to log on that reservation any more, tell you the reason for it?—A. He did not give me any reason.

Q. Did he afterward tell you or has he ever told you what the reason was, if any, for his not being willing to approve the Calligan brothers' contracts for timber?—A. I never had much talk with Agent Gregory about those matters. He said something to me at one time about their making a fight on him upon his confirmation when he was first appointed agent there, but I do not know the trouble between the two.

Q. Did you ever hear from Agent Gregory, or anybody else, about Calligan Bros. being charged with unfair dealings with the Indians from whom they bought timber?—A. They had been charged with unfair dealings in one or two instances.

Q. Was that a matter of general notoriety on the reservation?—A. So far as those parties could make it it was.

Q. Did you ever hear that Calligan Bros. had a lot of timber from one Indian's allotment charged up to another Indian—a sister and a brother—in order to cover some advances that they were otherwise likely to lose?—A. Yes, sir; I heard that.

Q. Was that true or not?—A. The party who told me made affidavit to the truth of it.

Q. Was that one of the parties in interest, one of the Indians?—A. No, sir; it was not one of the parties in interest.

Q. Did that occur before Agent Gregory told you that Calligan Bros. should not trade on that reservation?—A. No, sir; that was after they came in that winter; that was the next spring after this.

Q. You saw a good deal of Governor Pound out there; did you not?—A. Yes, sir; we did.

Q. Do you know, or did he ever tell you, what his connection with this investigation is, and what position he holds toward it?—A. He told me that he had been accused of being the originator of it, but that he was not; that he was not connected with it in that way. I believe that is the only statement he made.

Q. Did he tell you what connection, if any, he had with it; was he or not the attorney of those Indians?—A. No, sir; he did not say anything about that.

Q. What is he doing here now, do you know?—A. So far as I can see he is prompting Mr. Chandler.

Q. Has he not been conferring with you since you came here about the testimony that you were to give here?—A. No, sir; the discussion that he and I had about this matter was at the time when he served the subpoena on me at Hayward; I happened to be at Hayward at the time.

Q. How long ago was that?—A. I think it was about the 15th of June last.

Q. He has been out there, then?—A. Yes, sir.

Q. And he had you subpoenaed here as a witness?—A. Yes, sir.

Q. Before he served that subpoena on you did he ask you what your statement would be?—A. No, sir.

Q. Did he know what it would be; had you had any conference with him?—A. No, sir.

Q. Have you had any conference with him since?—A. No, sir.

Q. Did he tell you then what he wanted you to prove?—A. We were talking about these matters and he told me this: He said there had been a resolution passed by this committee to go into the details as to what would be for the future best interests of the Indians, and that he did not think the committee were going into this whole matter any more; that I would be expected to testify upon these points, and he gave me some of the points as to what I would be expected to testify to. I felt as though I wanted to know, for I did not want to come here without being able to make some intelligent answer to questions.

Q. That is what I was getting at. I understood you, in answer to a question of the chairman a while ago, to say that you had possessed yourself of certain information because you were told by Governor Pound that you would be expected to testify on that alone?—A. Yes, sir.

Q. Did he tell you that he was attorney for any of these Indians?—A. No, sir; he did not.

Q. Did he tell you anything in the way of explanation of the interest which he was taking in this matter?—A. Nothing more than I was tell-

ing you a while ago, that he said he had been accused of being an instigator of the investigation, and denied it and said that he was not.

Q. Did he tell you that he was a witness himself and intended you to be?—A. No, sir; I do not think he did. Of course, he probably would not post me very much, because he knew I was rather on the other side of the question.

Q. What, in your judgment, is for the best interest of the Indians with relation to this timber which they have there upon these allotments?

The WITNESS. Whether it should be continued to be cut or not?

Senator BLACKBURN. Yes.

A. If it was my timber I would surely have it cut, looking upon it in a business view; I do not think there would be anything else to do.

Q. Is it of any value to the Indians as long as it stands there?—A. No, sir; and it is likely to become of less value every year.

By the CHAIRMAN:

Q. On the question of policy, as between allowing Indians to make contracts as they have made them and clearing off the timber rapidly, and letting the Indians have the money therefrom, or a different policy which would provide for selling the timber by the Government, retaining the proceeds, to be applied in their discretion for the benefit of the Indians, have you any opinion?—A. I think it would be very unjust to do that now, from the fact that quite a number of Indians have had their money, and these parties who have applied, and own the timber which is not cut now, have not had anything more than what they might have got by their labor, and it would not be fair to them.

Q. Therefore, to go back to that other policy now you think would be unwise?—A. Yes, sir; it would be unfair.

Q. What would be your opinion as to an original policy?—A. My opinion as to an original policy would have been to have sold the timber on the reservation, fund the money for the benefit of the Indians and allow them to have the interest of the money. It would be right for two or three reasons. In the first place, you take some of the eighties and you will find that some have yielded 2,000,000 feet and others only about 150,000 feet of timber. Taking the plan we spoke of in the first place, you would have the proceeds divided equally amongst all the Indians of the tribe. Another reason is, an Indian is inclined to waste his money and by saving it in this way for him it would do him more good. We have been able to save a good deal of money for him in the last two years by putting it in the bank for him.

Q. So that when you say it is for the interest of the Indians to have the timber cutting go on, you mean that the policy having been adopted it ought to be carried out?—A. Yes, sir; I think that is right.

Q. Do you think that any new or additional provisions should be made for the preservation of the money that comes to the Indians?—A. I think this: I do not think a Simon Pure Indian, or a good many of the half-breeds, ought to have control of their money. Some have had \$1,600 or \$1,700 and in less than a year's time they would have nothing. I know of two or three instances of that kind.

Q. Can you state to the committee what your instructions have been as to protecting or guarding the money of the Indians after it has been paid them by the contractors or when it is paid them by the contractors?

The WITNESS. Do you mean after the settlement?

The CHAIRMAN. Yes.

A. I had instructions in regard to it. The Indians have their money put in the bank and are allowed to draw out a certain amount per week.

If they want to buy a team, build a house, buy cattle, or improve their farms they make a statement to me and when I am satisfied it is correct I check it out for them.

Q. What have been your instructions on that point?—A. Those have been my instructions.

Q. Has it extended as far as to direct you to retain their money against the will of the Indians?—A. No, sir; not particularly against the will of the Indians.

Q. What has been the idea; that you should persuade them to let you retain it?—A. We have tried to persuade them as much as possible, but have used persuasive terms.

Q. Have you had any instructions in the case of women?—A. Yes, sir; in some few instances, I think, the agent has instructed me to be very careful about those things. I remember one case now where the woman was married to a white man, a worthless, drunken fellow, and he tried to get control of the money and the agent found it out and instructed me in that way.

Q. To keep it?—A. To see that the woman only got so much a week as she needed it.

Q. What was done with it?—A. It was put in the bank.

Q. At Hayward?—A. I do not know whether it was put in the Hayward or the Ashland bank.

Q. State any case where you have kept back any money from the Indian against his will?—A. I do not know of any such case.

Q. State the amount that you have retained any control over during those two years—the total amount during those two years that you have retained any control of, or as to which you have undertaken to protect the Indian?

The WITNESS. You want the aggregate, do you?

The CHAIRMAN. Yes.

The WITNESS (referring to memorandum). In 1886 there was deposited in the Sawyer County Bank, \$12,326.81.

Q. Deposited by you?—A. No, sir; by the agent. The Indians gave it to him to deposit for them.

Q. Do you know what proportion that was?—A. No, sir. There was also deposited in Seymour's Bank at Chippewa Falls, \$1,595.04.

Q. From the Court Oreille Reservation?—A. Yes, sir. In 1887 there was a little more than this amount I am going to read to you deposited there, but between the time that the agent had made the settlement and the time that he got a return from the amount there was some drawn out. I remember writing a letter to the agent myself and saying there was an Indian woman there who wanted to control her own money and I thought she was abundantly able to take care of it. I reported the case to him and he sent her a draft. I do not remember the total amount of it. According to my memorandum there was deposited that year \$28,217.15.

Q. What proportion was that of the whole year's business?—A. I do not know that. This whole business is made up to be sent to the agent; I did not get the figures.

Q. Was it \$29,000 out of \$100,000 perhaps?

The WITNESS. Do you mean how much of the whole year's business?

The CHAIRMAN. I mean of the money that went to the Indians.

The WITNESS. That was paid at the time of settlement?

The CHAIRMAN. Yes.

A. Well, possibly it was about that.

Q. Possibly, then, one third of it?—A. Yes, sir; possibly. I would not like to be recorded as giving anything definite in that respect.

Q. How is it as to this year?—A. As to this year there was \$10,750 deposited in the Ashland Bank and \$5,245 deposited in the Sawyer County Bank.

Q. Making altogether \$15,000?—Yes, sir; \$15,000 and a fraction.

Q. Out of a total of how much?—A. There was a larger total of money paid this year than usual, but there were more Indians, or rather half-breeds, who were able to take care of their money, and who were allowed to take it than in any of the years before.

Q. You think there was \$100,000 received by the Indians, then?—A. Yes, sir; I am not sure as to that, but perhaps there was more even, so that the total amount deposited during the three years was \$58,195.

Q. How much of that \$58,000 is now on deposit?—A. I have the figures here. Of the funds deposited, in 1886, in Sawyer County Bank amounting to \$12,326.81, there was a balance of \$3,109.56 since 1886. Of the amount that was deposited in Sawyer County Bank in 1887, \$1,595.04, there is \$505.04 still on deposit. Of the amount deposited in 1887, \$28,278.15, there is still on deposit \$7,638.92.

Q. In 1887?—A. Yes, sir. So that of the amount put in bank altogether, \$58,195, there is \$21,801.32 on hand. This was not all checked out at \$5 a week. Some of the Indians do not check out any, and when Agent Gregory and myself found they were saving their money they were allowed to take the whole amount. I remember one Indian who got \$1,000 this spring who had not drawn a cent. He proved himself capable of taking care of it. During the summer there were two or three instances in which the parties were allowed to have all their money. I can give you a statement of what that money has been paid out for if you would like to have me do so?

The CHAIRMAN. I should like to have you state that, as it bears upon the wisdom of the policy which has been pursued and the conduct of the agent and the officers stationed there, of whom you are one.

The WITNESS. The Indians have expended out of this money I am telling about here (of course this has been spent mostly in the two years prior to this) in building houses \$2,556.14; on land improvement, \$472; in the purchase of real estate, \$1,250; in the purchase of teams and wagons, \$1,140, and sundries—by which I mean some of them have bought monuments for their dead, others sewing-machines, and things of that kind; the amount is \$727.

Q. Where did you get those figures?—A. I got the figures from my books.

Q. That is, you know when they draw money and expend it?—A. Yes, sir; I know from the \$5 a week which they draw; I make a memorandum of it.

Q. It can not be drawn out without your consent?—A. No, sir; it can not. Each Indian is furnished with a book of this kind. [Exhibiting a deposit book.]

Q. This is a deposit book in the Ashland National Bank and shows the account with the Indian?—A. Yes, sir.

Q. There is no agreement here limiting the depositor's right to draw out his money, that is, in the book itself?—A. No, sir.

Q. But the book shows in this case of Charles Martin or Shemagonish?—A. Which means soldier. Look over that list and see whether he drew anything besides his \$5 a week.

The CHAIRMAN (examining the deposit book). That he drew \$5 a week and there is an entry here, "D. E. Mills, for forty acres of land, \$150." This seems to be used also as the Sawyer County Bank book.

The WITNESS. Yes; it is the same. He was only furnished with one

book and there was a transfer made to the Sawyer County Bank of \$85 in that case.

Q. Have you made as full a statement as you desire of your method of doing this business? If not, you may make a further statement.

The WITNESS. I thought of a good many things before I came here, but I can not think of anything more just now.

The CHAIRMAN. Of course, if further sales of timber by the Indians should not be permitted, and the Government were to sell all the timber and divide it up from time to time, it might be best for the Indians, or they might do this, giving no money to those who had allotments made, and who had sold their timber, and giving the benefit of it only to those who have received no timber; would not that not be just?

The WITNESS. If you could decide who those parties were. In deciding these matters, as to who are entitled to allotments, these Indians pass the council, but if it was left to us to decide whether those Indians to whom you had paid this money were entitled to it or not, it would be a hard matter for us to tell whether they were members of the tribe or not.

Q. That is decided when the allotment is made to him?—A. But if you took this timber and sold it, there would be no allotment made.

Q. Could not the Government do equity in the distribution of that money?—A. I should be inclined to think it would be a very hard thing to divide the money among the parties entitled to it equitably.

Q. You have spoken of the great difference in value of the timber on some eighties and that on other eighties; that in one case one Indian might get \$5,000 for his timber, as Mary Bray did, and in the other case he might not get \$500?—A. Yes, sir; that is so.

Q. Then there might be gross inequality?—A. Yes, sir; I think so.

Q. How have the authorities who have controlled these allotments been able to guard against that kind of inequality?—A. These best allotments were made before I came there, and so far as I can see I do not think there was any effort made in that direction, because the best eighties were taken by the first men who got there.

Q. It was a case of "first come, first served"?—A. Yes, sir.

Q. How did Mary Bray, Corbine, and the other Indian, who figure in these three cases, get their allotments?—A. I could not say; all those applications were made under Agent Durfee.

Q. Those were three cases where the parties had been allotted very valuable timber lands?—A. Corbine's was not so good; he did not have so much timber.

Q. Was the allotment of Mary Bray the best one?—A. Mary Bray had the best allotment.

Q. How did Mary Bray happen to get that allotment in preference to some one else?—A. I could not tell you that; I do not know.

Q. It was a source of considerable trouble to her afterwards, was it not?—A. No, sir; she was not at any trouble at all.

Q. Was she not worried a good deal by this pulling and hauling to get her timber?—A. Yes, sir; but if she got a better price for it, then it was all right.

Q. You do not think it troubled her?—A. No, sir; I do not think it did.

Q. Was she imperturbable about it, or did she seem to be considerably disturbed?—A. She did not seem to care anything about it.

Q. Do you think any system of allotting lands, not with reference to making homes for the Indians on the lands or having reference to their

agricultural value, but with reference to the timber upon them, can be devised that is equal and just to all the Indians of the tribe?

The WITNESS. That is, to consider the timber as the basis?

The CHAIRMAN. Yes, as the valuable thing to be divided upon.—A. I do not think that it can be divided equitably. There might be some system of that kind, but you could not devise any system which would give each one the same number of acres of pine timber.

The CHAIRMAN. The treaty and the Dawes act, of course, in providing that lands might be assigned to each head of a family, and those lands divided up in severalty to the Indians, certainly contemplated an equality of division, that one head of a family would get as good a piece of property as another.

The WITNESS. That was my understanding, of course.

The CHAIRMAN. That is the object of the act.

The WITNESS. Yes, sir; you could not divide the land into eighties, however; if you were going to divide it equitably a surveyor would have been employed and the land would have to be divided according to the amount of timber on it.

The CHAIRMAN. Instead of dividing it according to the number of eighties?

The WITNESS. Yes, sir.

The CHAIRMAN. It would have to be divided according to its value, not for agricultural purposes but for the value of the timber on it?

The WITNESS. Yes, sir.

The CHAIRMAN. That would be impossible.

The WITNESS. I think it would.

The CHAIRMAN. So that the present system is necessarily inequitable to that extent, that you can not divide the land so as to give each Indian an equal quantity of timber?

The WITNESS. No, you can not.

Q. You have spoken of complaints against Calligan Bros. Have there been complaints against other contractors on the part of the Indians?—A. Oh, we always have some dissatisfaction during settlement time.

Q. Is it not a common thing to have petty complaints made by them?—A. Yes, sir; we have quite a number every spring.

Q. Did Agent Gregory tell you that he had learned that Mr. Calligan had opposed his confirmation?—A. I think so.

Q. Do you know whether there was any contest about his confirmation?—A. I know nothing about it.

Q. You had not gone to that section at that time?—A. No, sir; and I know nothing about it.

Q. State all that Agent Gregory said to you on that subject.—A. That is all I know; I think we had some conversation about it.

Q. What did he say?—A. I do not know when it was, but I do not think he said that that was one of his objections; I do not think that was in the discussion, but it came out in the way of conversation that they had opposed him.

Q. He did tell you that?—A. Yes, sir.

Q. But he did not show any feeling of hostility on that account?—A. He did not, and that was said simply in the way of conversation. I do not remember the time; it is only a vague memory I have of it.

Q. Was it at the same time that he told you they were not to be allowed to contract?—A. I do not know whether it was or not; I do not think so.

Q. You do not think it was?—A. No, sir; I had only a few minutes' talk with him.

Q. State the circumstances and surroundings of the interview with Agent Gregory in which he told you that Mr. Calligan had opposed his confirmation?—A. I can not tell you. I do not know when or where it was; I could not give you that. It might be that this was common talk, but I have a vague recollection that it came out in the conversation that we had at some time.

Q. He did not tell you that for that reason he should not want them to have contracts; he did not tell you that?—A. No, sir.

Q. Did he not tell you that he wanted them treated just as well as if they had not opposed his confirmation; that he wanted to be magnanimous about it?

The WITNESS. When, at this time?

The CHAIRMAN. Yes.

The WITNESS. No, sir.

The CHAIRMAN. He did not tell you that?

The WITNESS. No, sir.

The select committee then adjourned until 8 o'clock p. m.

WASHINGTON, D. C.,

Tuesday, July 17, 1888—8 o'clock p. m.

There being no quorum of the committee the chairman adjourned the further hearing until Thursday, July 19, 1888, at 10.30 o'clock a. m.

WASHINGTON, D. C., Thursday, July 19, 1888.

The select committee met, pursuant to adjournment, at 10.30 o'clock a. m.

Present: Senator Chandler (chairman), Senator Platt, Senator Culom, and Senator Blackburn.

The CHAIRMAN. I will recall Captain Henry.

TESTIMONY OF CHARLES H. HENRY—Recalled.

CHARLES H. HENRY, having been recalled, was further interrogated as follows:

By the CHAIRMAN:

Q. Did you testify before Special Agent Marcum?—A. I did.

Q. Do you recall the substance of your testimony as given before him?—A. I know it was quite lengthy; it was taken some time ago, in March.

Q. You may state the subjects about which you were examined?—A. It was generally in regard to our contracts and the securing of them, the quality and price of timber, stumpage, logs, etc.

Q. What was your testimony as to prices paid by yourself and other people there for stumpage?—A. I think my testimony in regard to the price inserted in the contract that came to the Department for approval was \$5 to \$6. I could not say at that time what it was on each lot, as I had not a copy of the contracts. As to the price inserted in each contract that came to the Department, I guaranteed clear of all expense of logging.

Q. What did you testify as to your stumpage contracts?—A. I testified that I paid, as I have stated here before the committee, from \$2 to \$3 a thousand stumpage, and gave the number of claims that I had agreed to pay \$2, \$2.50, \$2.75 and \$3 for as the figure or average, which is a mistake.

Q. Did you testify, or were you asked the question, as to your opinion of the value of all your timber cut from the Flambeau Reservation the last season and what the stumpage would have been worth?—A. I did testify on that point.

Q. What did you state?—A. My answer was \$3; that it would have been worth that much to me could I have operated the whole of it.

Q. In making that estimate you consider that some of it would not be worth \$3 and that some of it would be worth more than \$3, do you not?—A. Well, it would figure that way; yes, sir. As I have already explained, there were some pieces I cut which were away off by themselves, isolated lots, and it cost considerable to cut roads to them, and there would be timber lying between that and the banking grounds that was located along the roads.

Q. Which would be worth less than the timber nearer?—A. Yes, sir.

Q. Now describe some other timber on the Flambeau that you have in mind that would be worth more than \$3?—A. That would be choice lots lying near the river.

Q. Were there such lots?—A. Yes, sir; it is mixed all through there. On the higher ground we find a better class of timber than on the low land; some of the "eighties" are much better.

Q. Have some such lots of valuable timber, valuable on account of their proximity to the banking ground, been cut during the last winter?—A. Yes, sir; all of the operators cut some of it.

Q. Now state, if you please, whether Mr. Earley has bought and cut any timber this last winter for which you had contracted?—A. Yes, sir; he bought three "eighties" and cut two of them. He or his agents contracted for the timber on three "eighties" and cut the timber on two, and one remains uncut.

Q. What were the circumstances of your contracting for that timber and how did you happen to lose the contracts?—A. My contract was made about the 1st of October, I think, and Mr. Earley's contract was made in August. His being of prior date he got the timber.

Q. Mr. Earley got the contract because it had an earlier date?—A. Yes, sir.

Q. What were the prices he paid compared with those which you offered to pay?—A. As he testified before this committee he paid \$2, and that was the price they settled at, I believe. My price was \$3, the guaranty.

Q. Did you go to those Indians to whom Earley had agreed to pay \$2 and offer them \$3?—A. No, sir; they told me they had not made any contracts at all.

Q. Then when you made contracts you were in ignorance of the Earley contracts?—A. I never knew anything about his contracts until near or about the 1st of January; I will not be positive as to the date. He testified in regard to the date of the council, but I am inclined to think it was the first date.

Q. Has one of the Indians been here testifying before this committee with whom you made such a contract for \$3?—A. Yes, sir; the head chief; I noticed his testimony in the book here.

Q. Please name him and tell me the number of the page where his testimony is recorded?—A. His name is Wasagwanebi, and his testimony is on page 140 of the printed record.

Q. Did you offer him \$3 for his timber?—A. Yes, sir; I gave him a guaranty of \$3.

Q. At that time you were not aware that he had made any prior contract?—A. No, sir; he told me that he had not.

Q. What did he receive from Cosgriff, or Earley & Co. for that timber?—A. Two dollars a thousand; that was the contract he made with them; that was the guaranty, rather, that he received.

Q. I wish to inquire more particularly with reference to the distance of the timber from the banking ground. Do you know of any cases in which you have paid more for timber at a distance from the reservation than others have paid for timber nearer to the banking ground; that is to say, where it was a distance from the banking ground greater than in the other case?—A. Yes, sir; there are cases of that kind where, if they paid \$2 for all of it, I paid \$3 for some that was way back, some where there was the longest haul; that is, for an extra quality of timber.

Q. You have such cases in mind?—A. Yes, sir. In one of my camps I paid \$3 for all the timber I cut on each of the claims.

Q. What distance was that from the banking ground?—A. It ran from a half a mile to two miles and a half.

Q. Where was any timber cut nearer to the bank than that for which a less sum was paid to the Indians?—A. There were adjoining "eighties" cut by other parties.

Q. Have you stated all the facts in reference to your efforts since the close of the logging season of 1887-'88 to get contracts for next winter?—A. I believe I stated that I had not made any particular timber contracts on new claims or those that I consider unallotted lands or those not regularly allotted. I will state here that I do not think any one in authority, beyond the farmer, who has anything to do with it knows anything about that; it is an arrangement of their own.

Q. An arrangement of whom?—A. Of the farmer and the operators. The farmer has put them on his book.

Q. What is the name of the farmer?—A. Stephen Edwards.

Q. Who else is making such contracts as to unallotted lands or arranging the preliminaries of such contracts except Earley & Co., through Cosgriff?—A. I am told that Captain Sherman has made such contracts.

Q. You say you have made no efforts to get contracts on unallotted lands. Have you made any efforts to get contracts on allotted lands?—A. There are some old claims, about 15 in number, that were considered as being all right, as regularly allotted, for which I have made contracts for the timber for the coming season.

Q. Have you had those listed by the farmer?—A. They were already listed; they were allotted prior to his going there.

Q. Have you had those 15 contracts recorded with the farmer?—A. I could not say that all of them have been recorded.

Q. Have you made efforts to get other contracts with the Indians, with the approval of the farmer, on allotted lands?—A. No, sir; I have not made much effort to get him to do any of that kind of business. The man that attends to my business during my absence has looked after the listing of the contracts, or their approval, more than I have, and in regard to the unallotted lands I have not paid any attention to the matter only to give them descriptions of lands that my woodsmen

look up, and they have gone to him and he it seems has failed to list them.

Q. Do you mean on allotted or unallotted lands?—A. On unallotted lands.

Q. In regard to the allotted lands are you making any effort or have you made any effort to get new contracts for next winter?—A. Yes, sir.

Q. Have you found any difficulty in getting your contracts approved by the farmer?—A. No, sir; I have had no difficulty in regard to that matter.

Q. How many new contracts have you made in addition to the 15 for second cuttings of which you speak?—A. I did not mean to say all of those 15 were for second cuttings; they were some that I had under contract last winter that I did not reach.

Q. In addition to those 15 how many new contracts or preliminary contracts have you entered into with reference to next winter?—A. Either 6 or 7 that I held over last winter. I have renewed them, and the balance, if it is certain, it will be 8 that I did not have under contract, or 6 or 7 that I did not cut on that I have renewed, and then the balance of some I cut on I cut a little; I remember one where I cut 65,000 or 67,000 feet; I renewed that, and a part of them are on lands where nobody had cut last season, and several that other parties had under contract and had cut part of, and they came to me and wanted to make a contract with me this season to cut this coming winter.

Q. I want to ask you still further about unallotted lands. Have the agents of loggers been getting descriptions of lands and ascertaining facts with a view to making contracts?

The WITNESS. The agents of operators, do you mean?

The CHAIRMAN. Yes.

A. I suppose they are the ones who are furnishing the descriptions of lands to be allotted. I know I furnished some and my men have had some looked up and handed the description to the Indian and the Indian would take it to the farmer and get an interpreter, if he could, to talk.

Q. Are you doing that?—A. I did do it; I am not doing it now.

Q. Have you been doing it personally or through your agent?—A. Yes, sir; I have drawn off descriptions of a good many eighties and sent them in.

Q. How many?—A. I should think there would be 25 or 30 in all, possibly.

Q. Have you furnished Indians with descriptions of lands with a view of having them obtain allotments of those lands?—A. Yes, sir; I have.

Q. And with the further view of contracting with the Indian for his timber?—A. Yes, sir; in the future.

Q. Have you, in those cases, named a price which you would be willing to give?—A. Nothing further than to talk about it. There was no contract.

Q. There was no definite understanding about the price to be paid?—A. No, sir.

Q. You understand that Cosgriff, for Earley & Co., has been doing the same thing?—A. Yes, sir.

Q. Has the farmer received your descriptions of the lots of land you have furnished to the Indians the same as he has received those of Cosgriff and Earley & Co., or has he treated yours differently from the others?—A. He took the descriptions and kept a list of them on a sheet of paper, I believe, giving the date that he received them.

Q. Has tretreated these other contractors in the same way?—A. He could not find those descriptions of mine a few days ago; they were all destroyed.

Q. Has he listed or recorded them?—A. No, sir; not one of them.

Q. Had he listed or recorded the others filed by Cosgriff or Earley & Co.?—A. He had quite a number listed.

Q. Had he lost any of theirs to your knowledge, or have you heard that he had?—A. He did not tell my man or myself whether he had lost any of those or not. My own are all gone; they could not be found, at least.

Q. Now I wish to ask you a question and I want you to answer it distinctly. Has or not the farmer, Mr. Edwards, in your opinion, in this business shown partiality against you and in favor of Cosgriff and Earley & Co.?—A. He certainly has, in my opinion. I will say that Mr. Edwards went there recently; he has been there but a short time. I think it was some time in March that he went there, the last of February or the first of March.

By Senator BLACKBURN:

Q. How long have you been logging there?—A. Two seasons; last winter and a year ago last winter.

Q. You say that Sherman has been making surveys and plats of allotments for future assignment with a view of buying the timber there?—A. The woodsmen go in and look up the allotments and select them for the Indian and hand them to the farmer.

Q. Do you know what the farmer's politics are?—A. I understand he is a Republican.

Q. What are your politics?—A. I am a Republican.

Q. You think there has been a preference shown for Earley & Co. in this matter of anticipating allotments as against you?—A. In this new matter I think so, so far as the farmer is concerned.

Q. How is it in regard to Sherman and his efforts in that direction; has he been prejudiced by the action of the farmer, like yourself, or has he been favored like Earley & Co.?—A. I understand that both have a good many allotments put upon the farmer's book.

Q. Then you have the same ground of complaint for preference shown by the farmer to Sherman that you have stated as regards Early & Co.?—A. Yes, sir.

Q. What is the cause of that?—A. I could not say.

Q. Have you ever had any disagreement with the farmer?—A. No, sir.

Q. You do not know whether, indeed, he has any prejudices against you or not?—A. I do not, any more than what I heard when he was down at the races at Eau Claire a short time ago.

Q. Tell us what that was?—A. He talked very disrespectfully of me and my partner, Mr. Leonard.

Q. What was his cause of complaint, if any?—A. I could not say. I was very much surprised, because I aim at treating all men with respect.

Q. Did you hear that he had charged you with any unfair conduct in your dealings as a lumber man up there?—A. No, sir; I did not hear anything of that kind.

Q. You did not hear what his cause of complaint or objection was?—A. No, sir; I did not.

Q. Have you any reason to think that any preference has been shown in these matters toward either Earley or Sherman as against you, other

than the fact of the misplacement or loss of the papers you had filed there with him?—A. Well, it appears to me, taking a general view of it, that he is prejudiced against me.

Q. State whatever ground you have for that opinion. You have stated his inability to find the papers which you filed. Now if you have any other ground for belief that he is prejudiced against you, state to the committee what it is.—A. In the first place there has been talk that has gotten out to the public from that source, from the farmer, and then judging by his actions, after he had been there about a month or six weeks, I could not come to any other conclusion than that he was for some reason or other prejudiced against me.

Q. That is exactly what I am trying to get you to tell, what his actions were.—A. He had received these numbers. He told me that his books had not been sent him, and he also told my partner that his books had not come. But upon his examination before Mr. Marcum I learned both by statements made by him, and by the date of the description, that the lands were entered upon the books that he had; that he had had the books and also received descriptions of lands to allot.

Q. Now let us go back to my question.—A. Well, that was the first of it.

Q. Now let me re-state my question so that you will understand it. I asked you whether you had any grounds other than the failure to find an entry made of the papers filed with this farmer for believing that he is prejudiced against you or desired to do you any injustice in your business, and, if so, to state what those reasons are other than the fact already stated that you did not find those papers that you had filed listed on his books. Now, any other reasons that you have for believing that he is disposed to do you an injustice is what we want to get at.—A. I could not state, only in a general way as I was explaining now, the reasons.

Q. You have stated that one reason. Now if there are any others I want those. I do not want simply your general opinion that he is prejudiced against you, without any grounds to put it on; I want the grounds.—A. I am giving his refusal to list mine.

Q. You have already given that, and it is in the record now. I am asking you if there are any others.—A. No, sir; nothing only in a general way.

Q. I want to know what ground there is in addition to that which you have already stated that warrants you in that opinion?—A. Well, I gave Indians that belonged on the reservation and always had lived there descriptions of land to take to the farmer to have allotted for them and had it surveyed and selected for them.

Q. Those were for future allotments?—A. Yes, sir; I gave them a description of the land themselves so that they could go and contract it, and none of them have ever been listed.

Q. How do you know that any of them ever tried it; did you go with them to the farmer?—A. No, sir; I sent my agent and interpreter to look after it.

Q. Did your agent go with them?—A. Yes, sir.

Q. What was the result of his visit?—A. They have been allotted to some one else and we could not take it.

Q. You found that it had been allotted before?—A. Yes, sir.

Senator BLACKBURN. That is all.

THE WITNESS. There is one thing that I notice in this report of Mr. Marcum's that I would like to call attention to; whether there would be any chance to correct my testimony in regard to it I do not know.

The CHAIRMAN. Certainly, if you see anything which is not correct in the printed testimony you may call attention to it.

The WITNESS. I read it in his report the other day. It is in regard to the percentage. I infer from reading his report that he claims there was a profit of 70 per cent. on goods and supplies furnished.

The CHAIRMAN. Where does he make the statements you now refer to?

The WITNESS. It is in his report.

The CHAIRMAN. He says at page 602 of the printed record in this case that he is satisfied that the complaints made by the Indians of the exorbitant prices they have been charged by the traders are well-founded.

The WITNESS. Yes, and that the profits made by Henry are nearer 70 than 40 per cent., although Turrish fixes the net profit at about 40 per cent. I want to say that the books show less than 40 per cent. profit instead of 70, although there might be some goods marked that were on the shelves that there would be 70 per cent. profit on. Those goods might not be, and were not, sold at that profit. Then there are a great many bills which run by the year between the time of contracting and settlement that there was a discount on, and some of those Indians have writings to that effect; if I got the timber put in I would discount their bills. I had no trouble with them; I got a sufficient amount of timber that warranted such action.

By the CHAIRMAN:

Q. Did you have a license to trade?—A. Yes, sir.

Q. Have all the other contractors licenses to trade?—A. I do not know in regard to the others.

Q. Is there anything else you wish to state on this point? If so, you may state it.—A. I want to say that the figures should be under 30 per cent. rather than 70 per cent. profit on those goods.

The CHAIRMAN. Do you desire to make any other statement?

The WITNESS. I think not.

By Senator BLACKBURN:

Q. You have said that this farmer was a new appointment there?—A. Yes, sir; he went there late last winter.

Q. You say you are satisfied that neither the agent nor any one else except the farmer, knew anything about this matter of failure on his part to list these allotments?—A. Yes, sir; I think so; I think it is a scheme of their own.

Q. Who do you mean by "their own"?—A. I mean between the farmer and the operator.

Q. Between the farmer and Earley & Co. and Sherman?—A. Yes, sir.

Q. What profit do you make on those goods which you sell up there?—A. I figure now less than 30 per cent.; about 28 per cent.

Q. Is there any regulation requiring you, as a licensed trader, to keep a list of prices, both the invoice prices of your goods and the prices at which you sell them, for the inspection of the agent?—A. I have never seen any such requirement.

Q. You have no order to that effect?—A. No, sir; I have not.

Q. Are you allowed to sell goods to those Indians at whatever price they are willing to pay you, without any regulation at all from the agent?—A. Well, I have received none.

Q. The agent does not undertake to regulate your prices at all?—A. He has not, any further than his instructions in regard to the prices were

to be fair and reasonable. Inspector Marcum called my attention to the printed list, and looked for it when he came in, but I told him I had never received it, and I did not know until that time that it was customary or that the Department required me to keep a list posted at the trading post.

Q. When did you commence trading with the Indians?—A. I commenced one year ago last fall; in November, 1886.

By the CHAIRMAN:

Q. Look at pages 712 and 713 of the record, at the last two questions and answers on page 712 and the first question and answer on page 713, and state whether or not you testified as there recorded.—A. I did.

Q. And state whether those statements were correct according to your belief.—A. Yes, sir; they were. The Indians know but very little about their lands. They will tell the direction in which the eighty is located, and some of them who have been out on their lands can show about where the land lies, but they have no idea of running lines or anything of that kind.

By Senator BLACKBURN:

Q. How are those allotments made if the Indians do not know anything about their location; are they made by you gentlemen who are buying the timber; are they selected for them?—A. They have been so made.

Q. And that is what you referred to when you said you had been furnishing the descriptions of land yourself?—A. Yes, sir.

By the CHAIRMAN:

Q. Referring to the question at the top of page 713, about a fair and reasonable price for stumpage, do you wish to make any further statement or explanation of that matter?—A. I have covered that question in the testimony I have given to-day where I stated that if I could have operated it all myself I would have considered it worth \$3 a thousand.

Q. The whole of it, you mean, in one tract?—A. Yes, sir.

TESTIMONY OF HARRY H. BEASER.

HARRY H. BEASER, having been duly sworn, was interrogated as follows:

By the CHAIRMAN:

Q. Please state your age, residence, and occupation.—A. I am twenty-seven years old, reside at Ashland, Wis., and am clerk of the La Pointe Indian Agency.

Q. How long have you been such clerk and what was your former occupation and residence?—A. I have been clerk since May 19, 1885. As to my former occupation I can not say that I had any fixed occupation, because I had just graduated from college in June, 1884.

Q. Where was your birthplace and place of education?—A. My birthplace was at Ashland, and I was educated at Madison, Wis.

Q. You are still the clerk of the agency?—A. Yes, sir; I am.

Q. Did you receive a communication from the Indian Office about the 12th or 13th of March to stop cutting timber on the reservation?—A. I did.

Q. When did you receive it?—A. I believe I received it the 13th of March.

Q. Where was Agent Gregory then?—A. He was at Hot Springs, Ark.

Q. When did you next see him?—A. I next saw him on the 16th of March.

Q. State what you had done with reference to promulgating this order before Agent Gregory reached Ashland.—A. I had done nothing.

Q. And you waited from the 13th of March to the 16th of March, doing nothing?—A. Yes, sir.

Q. Did you receive any communication from Agent Gregory between the 13th of March and the 16th, when he arrived?—A. I did.

Q. What was it?—A. It was a telegram to do nothing until he should come.

Q. State what instructions he gave you on his arrival, if any, with reference to that order.—A. He told me to serve it on the different farmers.

Q. What day did he tell you that?—A. He came the night of the 16th. That night I wrote the orders and they were mailed the next morning, the morning of the 17th.

Q. Do you remember the day of the week?—A. It was Saturday, I think; yes, I am sure it was.

Q. What reservations would your letters naturally have reached that day?—A. They would have reached the Court Oreille and the Bad River Reservations. In regard to the Fond du Lac Reservation I would make this statement, that there was no Government official on there at that time, he being at the agency, and that I sent him back with the notice.

Q. On what day?—A. He went back Monday morning, I think.

Q. The 19th?—A. Yes, sir.

Q. What did you do about the Flambeau Reservation?—A. The notice to the Flambeau Reservation was mailed.

Q. When would that, in the due course of transit, have reached the reservation?—A. That I can not tell, because the letter would have to go to Fifield, and there being no mail service in there it would be a matter that could not be stated accurately as to the time when it would get there. It might be a day, or circumstances might arise so that it would be a week.

Q. You may state what you know, as a matter of fact, from your own observation or from what you have learned, as to the dates at which the cutting down of trees actually stopped on each of the four principal reservations.—A. On the Court Oreille Reservation I think the order was served on Sunday, the 18th; on the Fond du Lac Reservation it was served on the 19th; on the Bad River Reservation it was served on the 18th; and on the Flambeau Reservation I do not know what time it was served.

Q. State, with reference to your knowledge, however acquired, as to when they actually stopped cutting.—A. So far as my actual knowledge goes I will state that they all stopped when the notices were served on them.

Q. And so far as your belief is concerned, based on what you learned, you believe they did?—A. Yes, sir.

Q. When you received the Commissioner's orders on the 13th of March, did you telegraph to Agent Gregory at Hot Springs notifying him what you had received and asking him what you should do?—A. Yes, sir; I did.

Q. And it was in reply to that telegram that you received instructions to do nothing until his arrival?—A. Yes, sir.

Q. How long did Agent Gregory stay at Ashland at this time?—A. He left the night of the 18th.

Q. On Sunday night?—A. Yes, sir; on Sunday night.

Q. Did he do any business as agent between Saturday and Sunday?—A. Not that I remember.

Q. Did he approve any contracts or sign any official correspondence?—A. I do not remember that he did.

Q. Did he give you any other directions; if so, what?—A. No, sir; he gave me no directions.

Q. And you know of no contracts approved by him between the 13th of March and the time he reached Washington?—A. I do not remember any.

Q. State whether or not you approved and forwarded any contracts as chief clerk while he was at Washington.—A. I did not. Perhaps I do not understand the question. I forwarded contracts but I did not approve any contracts.

Q. Agent Gregory was absent how long from the 18th, when he came to Washington?—A. It was about six weeks, I think.

Q. During that six weeks were you acting agent?—A. Yes, sir; I was.

Q. State what you did during that period in reference to timber contracts.—A. I can not remember now, but I think if there were any contracts in the office that I forwarded them to Washington.

Q. Did you have instructions from the Department to do so?—A. I had instructions from Agent Gregory, and of course the general instructions from the Department.

Q. Instructions to forward them?—A. Yes, sir.

Q. Did you during those six weeks forward all contracts which had come for the winter of 1887-'88, or for any winter, that had come to the agency and were at the agency?—A. No, sir; there were some contracts that I did not forward.

Q. State what those were.—A. They were a few scattering contracts that were void by reason of some irregularities, and when Inspector Marcum came he told me that as the order to stop the cutting had been served, it was of no use to forward those contracts.

Q. When did Inspector Marcum arrive?—A. He had been there some time then.

Q. He reached there shortly after the order to stop cutting was received?—A. He was there before. He came to the agency about the first of March, I think.

Q. He was there before the order to stop cutting had been received?—A. Yes, sir.

Q. And had commenced his investigations, had he not?—A. Yes, sir. I think he came there just about the time that order was received, or a little before.

Q. It appears that the Department's instructions to him were dated March 13 and 14, 1888, and this order to suspend cutting was March 13. Do you mean that he had been there before that time?—A. Yes, sir; I do, because I think he came on and received his instructions at Ashland; in fact, I know he was at Ashland when the order came.

Q. After you received the Commissioner's order did you make a communication of it orally to any of the contractors?—A. One or two of them came to the office and asked me if I had such an order, and I told them that I had.

Q. Did you, after you had received the order, tell them that they could continue to cut timber until the farmer on the reservation came

to them and notified them to stop?—A. No, sir; I did not say that, but I told them, of course, that they could cut until the farmer notified them.

Q. And while you told them that you were holding back the order to stop cutting, in obedience to Agent Gregory's telegram to you?—A. Yes, sir; certainly.

Q. Will you state the method of making timber contracts with the Indians since you have been at the agency? Has there in all cases been a contract made upon the printed blank which has been alluded to in the testimony by which the Indian agrees to cut and bank the logs and the contractor agrees to take them from him on the bank and pay him a price at that place?—A. Generally speaking that has been the method, but of course every spring we would generally find that there had been some instances in which the contractor had gone on and made a contract with an Indian and cut the pine without filing any contract in the office.

Q. Those were exceptional cases?—A. They were exceptional.

Q. The rule of the agency was to have the contract made on those blanks?—A. Yes, sir.

Q. You may state whether or not there was a rule at the agency which, in addition to the contract made upon these blanks, required the contractor to guaranty a fixed sum as stumpage to the Indian.—A. Yes, sir; the agent had given orders to that effect.

Q. Had those orders ever been given in writing?—A. I can not say that they had.

Q. Do you know of any records of the agency or correspondence of the agency in which the agent required this guaranty of stumpage?—A. I do not remember any now.

Q. How, then, did you learn that that was a rule?—A. Because in making the contracts for the Bad River Reservation I had a personal acquaintance with those, and met the contractors who made the contracts, and I know in every instance that it was understood that the contractors had to guaranty the Indian a certain amount per thousand.

Q. Now, in reference to the other three agencies, did you understand that was the practice?—A. I did understand so.

Q. Do you understand that that had ever been reduced to writing at any time, anywhere, or by anybody?—A. No, sir; I do not.

Q. You may state, with reference to these guaranties by the contractors, whether they were in writing or not.—A. I think in most cases they were.

Q. How were they on the Bad River Reservation?—A. They were generally there for this reason: That it was for the interest of a contractor to have that written guaranty. If he did not have that written guaranty in the spring, the Indian in most cases would come on and claim more stumpage than he had agreed to sell for in the fall to the contractor, and the outcome of the matter would be that the contractor would have to pay what the Indian claimed.

Q. When you say it was for the interest of the contractor to have that guaranty, you mean it was for the interest of the contractor to give such a guaranty, and have it understood on both sides that it was the contract?—A. Yes, sir.

Q. To have it understood that the contractor guaranteed so much and that the Indian could not claim any more?—A. I know in the office we had numerous instances there where there was a dispute between the contractor and the Indian in regard to the price per thousand.

Q. Was there a writing referred to to settle those disputes?—A. Cer-

tainly. If the contractor could not produce a writing to show the agreement of the Indian to sell at a certain price, he would have to pay what the Indian claimed.

Q. I want to know to what extent the stumpage guaranties on the Bad River Reservation were put in writing; what kind of a writing it was, and who kept it in each case.—A. I will say that in most of the cases the contractor had these guaranties. In those instances where there was no dispute I never saw the guaranties, but those that I did see were generally in this form; they were written by the Indian in something after this manner: I hereby agree to sell all my timber standing on such and such a reservation for so much per 1,000 feet; and those were in a great many instances witnessed by the Indian farmer.

Q. You undertake to say, then, that what you call the stumpage guaranties were agreements signed by the Indian?—A. In a great many cases; yes, sir.

Q. Were they in all cases?—A. I can not say as to that.

Q. Were there any stumpage guaranties signed by the contractor?—A. I do not think so.

Q. These agreements signed by the Indians of which you speak were not the contracts made upon the printed forms in duplicate which were sent to Washington?—A. Oh, no.

Q. They were entirely separate?—A. Yes, sir.

Q. Do you mean to say that these stumpage guaranties were written by the Indian and signed by him and kept by the contractor?—A. In a great many cases they were.

Q. Then in those cases the Indian first signed the agreement to cut and bank the timber, and the contractor agreed to pay so much a thousand for it banked, which contract was executed in duplicate and they were sent to Washington for approval?—A. Yes, sir.

Q. In addition to that in these cases the Indian signed another agreement that he would sell his timber for a net stumpage price, which agreement the contractor took and held?—A. Yes, sir.

Q. And you have seen such papers on the Bad River Reservation, have you?—A. Yes, sir.

Q. Have you any of them in your possession?—A. I have not.

Q. Were any of them ever filed at the agency?—A. Yes, sir.

Q. Where are they now?—A. At the agency.

Q. There are some filed with the agency?—A. Yes, sir.

Q. Were they filed there in any case except when the Indian and the contractor had a dispute and the contractor produced the agreement in order to settle the dispute with the Indian?—A. The only cases I know of where they were filed were last winter. John Denomie wanted me to draw up some contracts for him, and he brought in some of these agreements that he had with the Indians to sell him their stumpage at so much a thousand.

Q. Were those agreements made and signed by the Indians before they executed the formal contract on the blanks, or afterwards, as a general thing?—A. I think they were generally before. The contractor went to the Indian and found out how much he could buy the stumpage for, and took an agreement from him to sell him so much stumpage.

Q. And then afterwards the Indian executed the contract fixing the banking price?—A. Yes, sir.

Q. Were those preliminary contracts fixing the stumpage price present at the agency when the Indian agent approved of the formal contract?—A. Yes, sir. I will say in that regard that the agent generally

required the contractor to furnish him with a list of the Indians and the price per thousand that he was going to pay them.

Q. Did he require him to furnish the written agreement with the Indian to sell to him at that price?—A. No, sir; he did not.

Q. You have been speaking now of your own knowledge of what took place on the Bad River Reservation?—A. Yes, sir.

Q. Do you know whether the same course was pursued on all the other reservations?—A. I do not know.

Q. Are you able to say that on the Bad River Reservation, in addition to the two kinds of writings that you describe, the contractor also, in writing, agreed to pay the Indian so much stumpage and signed that agreement?—A. I never saw those agreements.

Q. Did the contractor sign the stumpage agreement which you say the Indian gave him and which the contractor kept?—A. No, sir; I do not think he did.

Q. Then the contracts as made upon the Bad River Reservation bound the Indian in the formal contract to a bankage price, and in the other contract to a stumpage price?—A. Yes, sir.

Q. But did not bind the contractor so far as any signature of his was concerned to pay that stumpage to the Indian, net?—A. No, sir; it did not.

Q. Then the only obligation of the contractor, so far as any signing of the contract was concerned, was to pay so much at the bank?—A. Why, no.

Q. What else did he sign?—A. Here was the way I took it to be: That those logs belonged to the Indian until they were paid for by the terms of the contract. If the contractor did not want to take those logs in the spring at the price agreed on to be sold by the Indian, why, he could leave them on the bank and not take them; but in every case before he took those logs from the bank he had to pay the Indian the stumpage price.

Q. Very good; I am not asking you whether the contractor could take or leave the logs or not; I am asking you with reference to the shape in which the agreement was put in writing, and I ask you again whether the contractor in writing agreed in either of those contracts to pay a stumpage price?—A. No, sir; he did not.

Q. Then the only agreement that the contractor made in writing in either of those contracts was that he would take the timber on bank at a price at bank?—A. Yes, sir.

Q. But the Indians signed agreements to give stumpage prices and the contractors took them and kept them, and you understand that it was a condition as a result of the whole contract, that the contractor if he took the logs must pay the stumpage price which the Indian had agreed to receive?—A. Yes, sir.

Q. Are you not aware that on the other reservations the contractors gave written agreements to the Indians that they would pay them so much stumpage for their logs?—A. Only so much as I have heard brought out in the evidence here.

Q. That is the first you knew of it?—A. Yes, sir; and that I never inquired into.

Q. You have been there since the spring of 1885, all the time since Agent Gregory has been there?—A. Yes, sir.

Q. You were familiar with all the contracts which came there to the office from all the reservations for approval?—A. Yes, sir.

Q. And you have seen in the printed testimony the lists of contracts with the amounts specified of the number of 1,000 feet and the price per 1,000 feet?—A. Yes, sir.

Q. You may state whether those amounts mentioned, the number of thousand feet, were estimates simply of an amount of timber that might be cut or designed to be the amount that would be cut.—A. They were estimates.

Q. With reference to the prices that are given in those lists, were those amounts nominal, as you understood it?—A. Yes, sir; nominal.

Q. In all cases?—A. Yes, sir.

Q. So that these contracts, so far as the quantity of timber and price per thousand feet were concerned, were merely nominal and did not represent the true contract?—A. That is what I understand.

Q. The true contract then in all cases, so far as you know and believe, was the price of the contract executed by the Indian and the contractor?—A. Yes, sir.

Q. And you know of no regulation which required those to be filed at the agency?

The WITNESS. The stumpage guaranties, do you mean?

The CHAIRMAN. Yes.

A. No, sir.

Q. And as a matter of fact you say they were not furnished except when there was a dispute between the contractor and an Indian?—A. I say that during the logging season the agent required the contractors to furnish a list of the Indians they had contracted with and the stumpage price; but there were no regular forms of guaranties, such as I understand you mean.

Q. Unless there was a dispute between the Indian and the contractor, that list was all that Agent Gregory required?—A. Yes, sir.

Q. Were there disputes in the office as the result of which Agent Gregory required the stumpage contract to be produced?—A. Yes, sir; a great many times.

Q. And in those cases you found there was a stumpage price named?—A. Yes, sir.

Q. In the case of these stumpage guaranties that you speak of, which you say in all cases mentioned a stumpage price, were the quantities of timber to be sold mentioned?—A. As near as I can remember they were not.

Q. That was an estimate?—A. Yes, sir. They did not mention any amount. As I stated, they said, "I hereby agree to sell the pine timber standing on a certain description."

Q. You understood it meant virtually to sell all of the Indian's allotment?—A. Yes, sir.

Q. Did it say "merchantable timber" or undertake to define the extent to which the lot should be cleared?—A. Those that I saw did not.

Q. Did they use the words "merchantable timber"?—A. In some cases they did and in some cases they did not.

Q. Have all these stumpage guaranties which you have seen at Ashland been those on the Bad River Reservation?—A. Yes, sir.

Q. There has been no occasion for bringing those contracts from the other reservations to Ashland?—A. No, sir; because the agent generally went to the reservations and made the settlement himself on the reservations.

Q. And that is the reason they would not come to Ashland?—A. Yes, sir.

Q. Did you ever go with him when he went there for that purpose?—A. No, sir; I did not.

Q. Was there any regulation as to the duty of the farmer in forwarding timber contracts to the agent?—A. I do not know that there was

any specific regulation, but it was always understood that when the contract was made he would forward it to the office.

Q. As soon as practicable?—A. Yes, sir.

Q. Were any written instructions ever sent out to that effect to your knowledge?—A. Not that I remember.

Q. Was there any rule or practice either of the Department or of the agent himself as to forwarding the contracts to Washington?—A. In regard to that I will say this: that we would commence and forward the contracts when we got a sufficient number. Every time a single contract came to the office I did not forward it; but where there was any large amount of contracts I would forward them along, as they came to the office, to the Department and then the Department generally approved of them all in a body and returned them.

Q. Was that the practice of the agent, to let them accumulate until he had a sufficient or a considerable number to send down?—A. Yes, sir; as in a case like that of Dobie & Stratton, or the Valley Lumber Company, or some of those companies that we understood were to have a great many contracts; in fact I may say that the farmer generally sent them in a bundle; he did not send them singly.

Q. Then what you are able to state is that there was no fixed rule about it?—A. No, sir; there was not.

Q. Do you know of any cases in which Indians were allowed to make contracts to sell their timber on lands the allotments of which to the Indians had not been approved by the agent and forwarded to Washington?—A. No, sir; I do not.

Q. Do you know of cases in which Indians have been allowed to make contracts to sell timber on disputed allotments?—A. There have been contracts forwarded, but not where, I believe, the agent had any knowledge that there was a dispute on the allotment.

Q. You think the agent in all cases has supposed that there was no dispute in regard to the allotment where he sent forward the contract?—A. He either supposed there was no dispute about the allotment or else had decided that the allotment belonged to one of the parties disputing it.

Q. In all cases where he forwarded a contract where the allotment had not been approved by the Department, he himself decided to recommend the allotment to the Indian with whom the contract was made?—A. Yes, sir.

Q. To what extent have contracts been made before or at the time when the agent has sent forward the allotment?—A. I never knew of any before this last winter. Heretofore in every case I have always understood that the allotment had been approved by the Department before the agent had allowed any cutting to be done.

Q. The only ones you knew of are those alluded to in this testimony?—A. Yes, sir.

Q. Do you know of any others?—A. No, sir; I do not.

Q. What was the rule of the agency with reference to giving out descriptions of lands and blanks for making contracts; were you allowed to give them out to everybody who asked for them?—A. I generally did. I never refused any one. If any one came to the office and said that he wanted to buy timber of an Indian and asked for blanks to do so, I gave them to him.

Q. Do you know of any cases in which the blanks were refused or delayed?—A. I know it in the case of Calligan Bros.

Q. What do you know about the refusal of their case?—A. I know that the agent refused to allow Calligan Bros. to make any contracts, and also refused them access to the books.

Q. You know of the case of Calligan Bros.?—A. Yes sir.

Q. Do you know of any other case like that?—A. No, sir; I do not.

Q. Do you know of any case in which information or blanks or facilities for contracting were refused to parties applying?—A. No, sir; I do not.

Q. In the statements of descriptions of lands allotted to Indians, have the names of the Indians been properly furnished to every one?—A. Yes, sir; in every case that I know anything about.

Q. There has been no partiality or favoritism shown in that respect that you know of?—A. No, sir; not that I know of.

Q. And no exclusion of anybody but Calligan Bros.?—A. No, sir; not that I remember.

The select committee then adjourned until 8 o'clock p. m.

WASHINGTON, D. C., *Thursday, July 19, 1888.*

The select committee met, pursuant to adjournment, at 8 o'clock p. m.

Present: Senator Chandler (chairman) and Senator Faulkner.

The CHAIRMAN. I recall Mr. Beaser.

TESTIMONY OF HARRY H. BEASER—Recalled.

HARRY H. BEASER, having been recalled, was further interrogated as follows:

By the CHAIRMAN:

Q. Since you have been upon the reservation has the Commissioner of Indian Affairs been informed of these guaranties of stumpage prices to the Indians for their timber, so far as you know?—A. No, sir; not that I know of.

Q. You remember no report of Agent Gregory stating that the Indians were guarantied stumpage in order that they might be made certain they would get adequate prices?—A. I do not call to mind any, now.

Q. Do you know of any information that was given the Commissioner of Indian Affairs by Agent Gregory in sending on the contracts by which the Commissioner could compute the amount of timber to be cut from any one of the allotments?—A. No, sir; there was no information outside of what the contracts stated themselves.

Q. The sums named in the contracts were always round numbers or estimates?—A. Yes, sir.

Q. And the Commissioner could not ascertain from the contracts themselves anything about the amount that would be cut off under them?—A. No, sir.

Q. Were any of these stumpage guaranties that you speak of ever forwarded to the Department, so far as you know?—A. None that I know of.

Q. They never were?—A. No, sir.

Q. And the contracts that were forwarded did not give in any case the quantity that would be cut nor the stumpage that would be paid?—A. No, sir.

Q. What, then, did you understand those contracts were made for; what was the reason for making them?—A. I understood they were made simply to comply with the regulations of the Department.

Q. They were sent on because the Department required it, but they did not express any fact or any agreement of any importance, did they?—A. No, sir; I think not. I understood it in this way: That as long as

the agent or the Department had made the contract void on the part of the Indian, by requiring the guaranty from the contractor, that it must also be void on the part of the contractor.

Q. So you understood that the paper which the Department got was nothing, but that the real contract was the private contract made by the contractor with the Indian, which the agent looked after as well as he could?—A. Yes, sir.

Q. That is the way the business was going on as you understood it?—A. Yes, sir.

Q. Did you ever suggest to Agent Gregory that that was a strange way of doing business?—A. I did not.

Q. Did you ever criticise or find fault with that method of doing business?—A. No, sir; I did not.

Q. Did it ever occur to you that it was an irregular, extraordinary method of doing Government business under the authority of the Indian Office?—A. I never thought about the matter, because it was of no importance to me and I could not change it.

Q. Did you realize in your own mind that the business was not being done under the exact system so far as the papers furnished the Indian Office show?—A. I certainly recognized the fact that the settlements with the Indians were made on a different basis from what those contracts showed.

Q. And that the Department really knew nothing about it until they got the settlement; you realized that?—A. Yes, sir.

Q. Did you think that that was a correct method of doing business?—A. I can not say that I did.

Q. Did it occur to you that you yourself were engaged in a very irregular method of doing business?—A. Why, no; it did not; because I considered I had no responsibility in the matter. I was there simply to carry out the instructions of the agent.

Q. You had seen this circular of Agent Durfee's?—A. Yes, sir.

Q. And you knew there was no authority from the Indian Office to allow this large number of white men to come in on the reservations, did you not?—A. I supposed those instructions had been modified.

Q. Did you see anything on Agent Gregory's files to show that they had been modified?—A. Nothing except the letters from the Department saying that if the Indians could not put in the logs and would not put in the logs white men could take their places and do so.

Q. Where do you find those instructions?—A. I think they are in the testimony there; and also it gave the agent authority to regulate the labor question.

The CHAIRMAN. Commissioner Atkins has stated there was no relaxation of the rules. If you find anything of that kind in the testimony or elsewhere, after you have finished giving your own testimony, I would like to have you point it out to the committee; any authority from the Department to let in white labor except teamsters, cooks, and foremen. Did you ever remonstrate with Agent Gregory against letting in such large numbers of white men?

The WITNESS. I did not.

Q. Were you aware of the large extent to which white men were coming in during the winter of 1887-'88?—A. I knew there was a large number of white men there, but I was not personally aware of the fact, because I was not on the reservation myself.

Q. But you had knowledge of it?—A. Yes, sir; I did have.

Q. Did you make any remonstrance to Agent Gregory about it?—A. No, sir.

Q. Did you understand that the regulations required bonds to be given by all the timber contractors and also that they should be licensed as traders?—A. Yes, sir.

Q. You understood the regulations required that?—A. Yes, sir.

Q. Were those regulations carried out this last winter in all cases?—A. No, sir; they were not; the contractors have filed no bonds this season.

Q. No bonds whatever?—A. No, sir.

Q. On any of the reservations?—A. On the Bad River Reservation I think they filed some, and also on the Court Oreille Reservation they filed some, but on the others they did not.

Q. Do you know why the bonds were omitted?—A. For this reason: In forwarding the contracts (we had generally a great number of them for each contractor) we sent them to Washington with a request to the Commissioner that he make out one bond of a sufficient amount to cover all the contracts. The contractor would then complete that bond and the agent would approve it and it would be returned to Washington to be filed there.

Q. Making one bond on a great many contracts?—A. Yes, sir.

Q. What was the reason they were not executed?—A. Because the Department never returned the bonds.

Q. And never have approved the contracts?—A. When I left, there had been no contracts returned.

Q. There had been none of this winter's contracts returned from the Department, as you understand it?—A. No, sir.

Q. And therefore the bonds have not been executed?—A. No, sir.

Q. How about licenses to these men to act as traders?—A. In all cases where they have applied for a license I have forwarded them to the Department.

Q. And have licenses been returned for this winter?—A. I think not in all cases. I think Dobie & Stratton have a license, and I think Captain Henry had a license.

Q. Do you remember any others on any of the reservations whose licenses have come back?—A. I do not. On the Bad River Reservation I understand they never have given licenses there; the contractors were never required to take out licenses on that reservation.

Q. Why not?—A. Because they never traded on the reservation.

Q. The contractor's store was off the reservation?—A. Yes, sir.

Q. At Ashland?—A. Yes, sir; generally, and those who owned stores there had them on private land; on the reservations there were some private pieces of land there.

Q. These licenses to Indian traders were required to be renewed annually, were they not?—A. Yes, sir.

Q. And they have been given for this present season only, as you have stated?—A. Yes, sir.

By Senator FAULKNER:

Q. Are you not mistaken in regard to there being an order of the Department allowing the employment of white men upon these reservations?—A. Very probably I am.

Q. You have no distinct recollection of seeing any written directions of the Department to that effect?—A. No, sir; what I had in my mind was a letter from the Department stating that the agent could regulate the labor, and I also thought that in that letter or some other it was stated that in case the Indians were not fulfilling their agreements to work in the camps their places could be supplied by white men, pro-

vided the contractor was in danger of losing money from not getting in the logs. I am not certain about that, however, and do not know that I can find that letter.

Q. Do you think it was a letter or merely a rule or instruction of Agent Gregory's?—A. It may have been an instruction of Agent Gregory; it is a point I am not clear about.

Senator FAULKNER. If you find any such letter from the Department I will ask you to forward it to the chairman of the committee.

The WITNESS. I will do so.

Q. The chairman has questioned you in reference to your attention having been called to the fact of the difference between the system adopted and that set forth in the Durfee instructions. Your mind was not much agitated on that subject, because you thought this system was the best for the Indians, did you not?—A. Yes, sir; I did; and, in fact, I thought it followed up Mr. Durfee's system. I do not think, from what knowledge I obtained at the time I entered the office, and from what I gained after I entered the office, that Mr. Durfee held strictly to his own system himself.

Q. Give us what knowledge you have on that point.—A. I always understood that they bought at so much per thousand during the administration of Mr. Durfee.

Q. Do you mean by that so much per thousand by stumpage or banked?—A. I mean so much per thousand feet.

Q. Banked or by stumpage?—A. By stumpage. It amounted to the same thing—that if the contractor did advance more he had to take it out of his own pocket, so that, in fact, he was guarantying his own stumpage.

Q. The price of stumpage there varied in all these different contracts, did it not?—A. Yes, sir.

Q. It was not one fixed price for stumpage on every allotment on every particular reservation, was it?—A. No, sir.

Q. It depended on those matters that entered into the consideration of the value of timber?—A. Yes; so I always understood.

Q. Those that you saw varied in price?—A. Yes, sir.

Q. Can you state to the committee why Calligan Bros. were not permitted to make contracts on that reservation?

The WITNESS. You mean for the season of 1887-'88?

Senator FAULKNER. Yes; when they were refused.

The WITNESS. I only know what Agent Gregory told me, if I am permitted to state that.

Senator FAULKNER. You may state it.

The WITNESS. Agent Gregory told me the reason that he would not permit Calligan Bros. to make contracts this year was because they had openly defied his authority on the reservation, had refused to obey his orders, and had stirred up a great deal of dissension there; had talked about him on the reservation, and tried to put the Indians against him and make them believe that he was working in the interest of certain contractors as against the Indians; and as he made up his mind that he was to have a great deal of trouble with them all the time, that he would not allow them to log there.

Q. That was the reason he gave you for his instructions not to give them blank contracts for the purpose of making agreements with the Indians?—A. Yes, sir.

Q. As I understand, the agent required these contractors also to furnish him a list of all contracts, with the name of the Indian and the price for stumpage?—A. Yes, sir.

Q. That memorandum of prices with the names of the Indians was subject to the inspection of the Indians, was it not?—A. Yes, sir.

Q. And the settlements were made by that memorandum unless some Indian objected to the price?—A. Yes, sir.

Q. Then the Indian always had his own way in the objection, did he not?—A. The Indian always had the upper hand, certainly.

Q. If the Indian said it was not the price, they had to give him the price that he claimed?—A. The burden of proof was on the man who bought of him.

Q. And the only way he could cut the Indian down would be to show the Indian's contract?—A. Yes, sir.

Q. The agent, therefore, always sided with the Indian?—A. Yes, sir.

Q. Now I desire to call your attention to the form of that contract that you give. As I understand your testimony here, you say the contract was that "I agree to sell," and that that contract of stumpage was signed by the Indian?—A. Yes, sir.

Q. Did you ever see any of Captain Henry's contracts?—A. No, sir; I never saw those.

Q. He testified that all of his that he signed agreed to pay so much for stumpage.—A. There is no doubt that is so. In my testimony I think I stated that all I had seen were from the Bad River Reservation.

Q. On reflection, you still think that was the form in which they were made?—A. Yes, sir.

Q. If the Indian signed that contract, he must have given it to the contractor?—A. Yes, sir.

Q. Then the Indian did not have any contract showing stumpage at all?—A. No, sir.

Q. And for that reason you say the burden of proof necessarily would be upon the contractor?—A. Yes, sir.

Q. Because having made the contract, and the Indian claiming one thing, in order to hold it at a particular price he would have to show this contract?—A. Yes, sir.

Q. For that reason, therefore, I suppose it was given to the contractor?—A. Yes, sir; for his own protection.

Senator FAULKNER. I can see now, from your explanation of it, the sense of it. It was based on the fact that the agent was always on the side of the Indian, and whatever he said was the law, unless they could produce a writing signed by him showing the contrary.

The WITNESS. I would also state that in all contracts drawn in the office, we were always very particular to inquire what the price was per 1,000 feet, and have it settled between the Indian and the contractor, so that there should be no dispute about it.

Senator FAULKNER. That is, what the price of stumpage was?

The WITNESS. Yes, sir. You see the great fault under this contract system, with the Indian banking the pine, and the contractor paying for it on the bank, where the contractor necessarily advanced the money and the outfit, and all the necessary tools, was that there was a great tendency on the part of the contractor to advance the Indian too much. If he had horse teams that he owned he would put more to work than was really necessary, and it would run up the cost of banking.

Senator FAULKNER. And that would pay him a profit for the use of the teams and give the Indian at the end of the logging season nothing to show for it?

The WITNESS. Yes, sir. You see as long as the contractor was not responsible in any way he did not care much for the expense as long as it ran under the banking price, so that it would naturally run into

that in a little while, that in hardly any cases would the Indians have received any stumpage.

Senator FAULKNER. Suppose, for example, in this list of prices for stumpage furnished by any contractor the agent was of opinion that the price fixed for that particular timber was not a fair price, would he require a higher price to be given?

The WITNESS. Certainly.

Q. Do you know of any instances in which Agent Gregory has done that while you were with him?—A. Yes, sir; I know of several.

Q. Then he really supervised, in the interest of the Indian, the stumpage price?—A. Yes, sir.

Q. And although they had entered into a contract with the Indian in the judgment of the agent it was not a fair price for stumpage the contractor would be required to pay a fair price on the settlement?—A. Yes, sir.

Q. You speak in your evidence there of the receipt of that telegram from the Department on the 13th or 14th and that you then telegraphed the substance of it to Agent Gregory, who was at the Hot Springs, who returned on the evening of the 16th?—A. Yes, sir.

Q. How long does it take to get from Hot Springs to Ashland?—A. That I can not say.

Q. Do you know when Agent Gregory left Hot Springs, from any statement he gave you, after the receipt of that telegram?—A. I think it takes about two days; I would not be certain, though.

Q. What time on the 13th or 14th did you send that telegram to him?—A. I received the telegram from Washington on the 13th, in the afternoon, and sent a telegram that same afternoon to Agent Gregory and received a reply to it the next morning.

Q. What time did he arrive there on the 16th?—A. He arrived on the evening of the 16th.

Q. Then he must have come pretty soon after receiving your notice?—A. Yes, sir.

Q. According to your view of the time it takes, he must have left Hot Springs almost immediately?—A. I think he did.

Q. And his telegram to you simply informed you that you should do nothing until he arrived there?—A. Yes, sir.

Q. And I understand that as soon as he arrived he carried out the orders of the Department?—A. Yes, sir.

Q. What cause, if any, was there for Farmer Edwards's prejudice against Captain Henry?—A. I will state all I know about that. All the contractors there seem to have a sort of prejudice against the farmer, and think he is prejudiced against them.

By the CHAIRMAN:

Q. Do you mean Mr. Edwards?—A. Yes, sir; Mr. Edwards. Last spring Mr. Cosgriff, one of the contractors on the reservation, came up and said that the Indians he represented there were not going to get any allotments, because Sherman and Henry had combined against him and had filed their lists with the farmer there and were going to shut him out. I wrote a letter then to the farmer telling him to do nothing and not to receive any more lists.

Q. From any of them?—A. To receive no more from any of them until he could get instructions from the special agent. But they all seemed to have that idea down there that the farmer was working for the other man.

By Senator FAULKNER:

Q. The contractors get those ideas on every reservation, do they not?—A. Yes, sir.

Q. Money stimulates suspicion, the love of greed, etc., very much?—A. Yes, sir.

By the CHAIRMAN:

Q. Name some of the cases where you remember Agent Gregory raised the stumpage prices?—A. There was one case, that of the heirs of an Indian by the name of Manidogezhig.

Q. How much did he raise that?—A. He raised the price from \$1.50 to \$2.

Q. Name the reservation?—A. It was on the Bad River Reservation.

Q. Name some more cases?—A. I do not know that I can remember them; I have not thought the matter over. There are several other cases but I can not call them to mind.

Q. About how many cases altogether?—A. I should say that I know of four or five cases.

Q. All on the Bad River Reservation?—A. Yes, sir. Of course the agent did not undertake to raise the stumpage price without the consent of the contractor, but he told the Indian that he need not sell to the contractor unless he would pay him the advanced price.

Q. He accomplished the result by refusing to approve the contract?—A. Yes, sir.

Q. Name some more cases on the other reservations?—A. That is all I can name now from memory; I would not want to guess at it.

Q. Speaking of these lists of contracts which each contractor was required to furnish showing the stumpage prices he was to pay, what period of time was the contractor required to furnish them to the farmer or to the agent?—A. At any time the agent chose to call on him for them.

Q. What was the customary time?—A. He generally furnished it some time during the winter, during the logging season.

Q. Did he not furnish it for the first time when the settlement was made?—A. In some instances I think he did. I do not think the agent called on some of them for it until the time of settlement.

Q. Did the contractor always furnish it with the contracts when they were submitted for approval?—A. No, sir.

Q. If he did not, what guide would Agent Gregory have in determining whether to approve and forward the contracts or not?—A. He would have no guide in approving or forwarding them except this right that he had at the time of settlement.

Q. The contract forwarded to the Department being merely nominal, in your judgment it would not make any difference?—A. No, sir.

Q. Have you any of those lists here with you?—A. I have not; I did not bring any of the papers at all.

Q. Are they on file in the office?—A. Yes, sir.

Q. Do they in all cases correspond to the settlements which have been made and reported to the Interior Department?—A. Yes, sir.

Q. The settlements reported to the Interior Department show the stumpage price, do they not?—A. Yes, sir.

Q. Are you sure about that, or do they show the gross amount according to the contract, and the amount deducted from it?—A. They show the same thing. There will be the cost of banking and the net gain. The net gain amounts to nothing more or less than the stumpage.

Q. That net gain is made up by the stumpage agreement and not by deducting the cost of banking of the amounts mentioned in the con

tracts forwarded to the Department?—A. The net gain is made up of the stumpage. The price per thousand was fixed, and the cost of banking was made sufficient, so that when we subtracted it from the price per thousand, from the gross, it left the net gain or the stumpage price.

Q. The cost of banking, then, was an arbitrary sum and not the actual cost?—A. No, sir; not the actual cost.

Q. And in that way the stumpage is shown in all these settlements?—A. Yes, sir.

Q. Have the settlements for this year been forwarded yet?—A. No, sir; they have not been.

Q. When they come on they will show the net price?—A. Yes, sir.

Q. The net cost, less the stumpage price?—A. Yes, sir.

Q. And the cost of banking will not in any case represent the actual cost to the contractor of banking the timber, will it?—A. No, sir.

Q. But only a sum arbitrarily fixed by reference to the guaranteed stumpage?—A. Yes, sir.

Q. That is the way the settlements will be made?—A. Yes, sir.

Q. When Agent Gregory made this statement to you about his reasons for not allowing Calligan Brothers on the reservation did he inform you that he thought or suspected them of having opposed his confirmation as Indian agent?—A. He did not.

Q. Did he ever tell you that?—A. No, sir.

Q. Did you ever hear that from any one?—A. No, sir; I did not.

Q. Are complaints frequently made by the Indians in regard to the contractors?—A. In a great many instances they are.

Q. It is a common thing, is it not?—A. Yes, sir; and I will say that in most cases they are found to be without foundation.

Q. They are generally unfounded?—A. Yes, sir.

Q. Notwithstanding the fact that the agent takes the side of the Indian?—A. Yes, sir.

Q. Do you know why Calligan Brothers were allowed to go on and contract after Agent Gregory had made this statement to you?—A. I do not. In my reply to Senator Faulkner's question I stated it was this last season of 1887-'88.

Q. He told you this last fall?—A. Yes, sir.

Q. And they have not been allowed to contract since that time?—A. Not that I know of.

Q. Did you know that he also refused to let them go on a year ago last summer?—A. I did.

Q. What reason did he give you at that time?—A. He did not give me any.

Q. Do you know why he changed his mind and let them make some contracts?—A. I understood it was through the intercession of Hon. Thaddeus C. Pound.

Q. He did afterwards consent upon Governor Pound's representation, as you understood?—A. Yes, sir.

By Senator FAULKNER:

Q. He would not be an Indian if he did not complain at least once during the logging season, would he?—A. No, sir.

TESTIMONY OF CHARLES BERGERON.

CHARLES BERGERON, having been duly sworn, was interrogated as follows:

By the CHAIRMAN :

- Q. Where do you reside ?—A. At Chippewa Falls, Wis.
- Q. How long have you lived there ?—A. Thirty-three years this fall.
- Q. What has been your business ?—A. For the last twenty-two or twenty-three years I have been logging and farming.
- Q. You have bought and sold logs ?—A. I never have bought logs ; I have bought timber and sold logs.
- Q. Have you bought timber land as well as stumpage ?—A. Yes, sir.
- Q. You may state whether you have ever done any logging on the four principal Chippewa reservations ?—A. I have logged some on the Court Oreille Reservation.
- Q. State the extent to which you have logged on those reservations.—A. The first year, in 1885-'86, I was in there with Tom Gaynor and we put in a little over 3,000,000 feet.
- Q. Under the firm name of Gaynor & Bergeron ?—A. No, sir ; it was Gaynor alone that year ; my name was not mentioned.
- Q. But you were a half partner ?—A. Yes, sir.
- Q. Did you do logging in 1886-'87 ?—A. Yes, sir.
- Q. How much ?—A. I believe 10,000,000 or 11,000,000 feet.
- Q. In whose name were those contracts made ?—A. In the name of Gaynor & Bergeron.
- Q. Have you done logging this last winter, 1887-'88 ?—A. I have done a little logging ; that is, I have bought some timber there. It was two eighties that were cut the year before, second choppings, and two eighties and a forty that were burned over.
- Q. How much timber have you got out this year ?—A. One million one hundred and ninety thousand odd feet.
- Q. In whose name ?—A. It was in own name alone.
- Q. You may state whether you have either of those three years, in one or all of them, had any difficulty in making contracts with Indians ; if so, what obstacles had been put in your way ?—A. The reason I could not get any was, Mr. Gregory refused to approve my contracts.
- Q. When did he first refuse—what year ?—A. In 1885.
- Q. State how many contracts you made, what you did about them, and the circumstances of the refusal.—A. When they refused to sign the contract for us Mr. Pero was the farmer, and he said that Mr. Gregory would not sign my contract because I had talked against him.
- Q. Had you any contracts at that time ?—A. I had verbal understandings with the Indians about the price I was to pay for stumpage and so on. So I went to Hayward to telegraph to Tom Gaynor to come up, and we went up and saw Mr. Gregory.
- Q. What took place ?—A. Tom Gaynor told me at the time that Mr. Gregory was kind of mad at me, and he said, "Don't you talk to him ; if you do, we wont get any timber." I did not say anything to him, and Gaynor got Mr. Gregory to approve the contract, but he would not have my name mentioned in the contract.
- Q. Did you see Agent Gregory at that time ?—A. I did.
- Q. What talk did you have with him ?—A. I wanted to talk with him, but Gaynor forbid me to talk with him.

Q. Gaynor did the talking and got the contract?—A. Yes, sir.

Q. Do you know from any source the objection there was to you?—A. Gaynor told me that Mr. Gregory had heard that I said if he would not approve my contract I was going to try to put him out of his office.

Q. Gaynor told you this?—A. Yes, sir.

Q. Did you hear of the objections made to you from any other source?—A. I did not.

Q. Did Agent Gregory ever tell you himself any objections?—A. No, sir.

Q. You speak now of 1885-'86?—A. Yes, sir.

Q. Do you know whether Agent Gregory was aware that you went in with Gaynor in this business?—A. He did not at the time; I suppose he knew afterwards; I do not believe he did; he might, though.

Q. This interview that you had with Agent Gregory when Gaynor got the contracts was what time of the year?

The WITNESS. Do you mean in 1885?

The CHAIRMAN. Yes.

A. It was in October or November.

Q. When had you had the conversation with Farmer Pero?—A. It was in October sometime.

Q. Did Mr. Pero give you any other reasons than those you have already stated?—A. No, sir.

Q. Did he state to you positively that you would not be allowed to make contracts?—A. Yes, sir.

Q. Now, state the circumstances of your getting contracts for 1886-'87, which were taken in the name of Gaynor & Bergeron.—A. Some time in July I told Gaynor as long as we logged together the year before that I was going up on the reserve to try to get some timber from an Indian; that I wanted to buy some. He replied and said, "Don't you spend any money for nothing; Gregory may not approve your contract." He said, "It is nouse for you to go and spend your time and your money." Well, I did not say much. I went up to Ashland the next day to see Mr. Gregory and he was not at home. So I came down and I went and saw Dr. Goldsmith—we call him Father Goldsmith. I wanted him to write down to Washington for me to try to get me in there. So I believe he did; I believe you have that letter here.

Q. What was the result?—A. I went down and explained that Dobbie & Stratton were buying timber very cheap.

Q. Who did you explain that to?—A. To Dr. Goldsmith; that I thought it was not right to beat the Indian the way they did. I said I am willing to pay from 50 cents to \$1 a thousand more than they do. I said I do not believe they use the Indian right; they overcharge him. I believe he wrote it in his letter.

Q. You think the letter that he wrote was based on your statements?—A. Yes, sir.

Q. What came of that with reference to your contracts of 1886-'87?—A. I think he wrote to Mr. Vilas; I do not know exactly, and I think Mr. Vilas wrote to Mr. Gregory about it.

Q. Father Goldsmith's letter was written July 1, 1886. How were you informed after July, 1886, that Gaynor & Bergeron could make contracts for the next winter?—A. I wanted to get in and make contracts with the Indians.

Q. Who told you that you might do so?—A. They all were doing it; they just commenced to buy timber from some time in May.

Q. You had had these difficulties the previous year. How were you

informed this year that you could buy it; who told you that you might buy it in the summer of 1886?—A. Mr. Gregory, after this letter was sent down, came to see me at Chippewa Falls. I spent an evening there with him and he said he had no objection to my going in and buying timber, 8,000,000 or 10,000,000 feet, and he would approve my contracts.

Q. Did he tell you why he had objected to you the previous year?—A. Yes, he did; the same thing that I said before, that I had talked against him.

Q. Did you and he have a conversation at that time about that?—A. Yes, sir; we did that evening that he came in.

Q. In consequence of this statement to you you went on and made some contracts, did you?—A. Yes, sir; that was in the fall, in September.

Q. Did Agent Gregory put any obstacles in your way that year?—A. No, sir; he did not, not that year.

Q. Has he since?—A. He did last fall.

Q. You went there during the winter of 1886-'87 without any opposition?—A. Yes, sir.

Q. Did you have any difficulty in the fall of 1887?—A. I was there three or four times on the reserve and I had a verbal contract with four or five of them. I went to Farmer Rusler to get some blank contracts and he said he did not have any. So I offered a good price for the timber and then I could not get the contract and so I went home.

Q. Did you make any contracts, with the Indians?—A. I made three.

Q. How did you make those, in writing or orally?—A. They were living there at Chippewa Falls, and I went up with them and made the contract there at the village at Court Oreille.

Q. Did Mr. Rusler approve those?—A. No, sir; he would not sign them. I made contracts, but he would not sign them; he said he could not until he heard from Mr. Gregory.

Q. Were those contracts, signed afterwards or not?—A. I wrote to Mr. Gregory and got an answer saying that he would approve those contracts.

Q. Were those three contracts approved?—A. They were.

Q. Did you have any others?—A. No, sir; I did not; I could not get any more timber; it was all sold.

Q. Do you mean that you had been delayed too long?—A. Yes, sir; because they did not furnish me a blank.

Q. Between the time when Farmer Rusler told you that you could not contract and the time when you got information from Agent Gregory that you could, what period elapsed?—A. About two weeks.

Q. Do you mean that two weeks' delay prevented your getting contracts?—A. Yes, sir.

Q. Who else was getting contracts?—A. Dobie & Stratton, Thomas & Clark, and the Valley Lumber Company.

Q. During this last winter of 1887-'88 have you only done work on those three lots?—A. Yes, sir.

Q. Did you have any other conversation or oral negotiations last fall with the Indians?

The WITNESS. You mean about buying timber?

The CHAIRMAN. Yes.

The WITNESS. Yes, sir.

Q. With how many do you think?—A. With about seven or eight.

Q. Why did you not pursue those contracts?—A. I thought I would not make any contract unless I could get a blank form of contract from the Government.

Q. Was that the reason you did not follow up the matter, because Farmer Rusler would not give you the blanks?—A. Yes; he said he hadn't any.

Q. Was that the reason you did not pursue the matter?—A. Yes, sir; that was the reason; I thought the contract would not be good.

Q. I want you to state something about the timber that you have gotten out; what prices you have paid, beginning in 1885, and state whether you have guarantied stumpage every year.—A. We did.

Q. What sort of contract have you made with the Indians to guaranty stumpage; have you made it in writing?—A. Yes, sir; in writing; and we gave them bonds for their pay.

Q. When you made the contract in writing, did you make it on the printed blanks?—A. Yes, sir; on the Government blanks.

Q. Have you made stumpage guaranties outside of that?—A. No, sir; it was guarantied in that contract on the Government blanks.

Q. Did not the Government blank say that the Indian would bank the timber for so much money?—A. Yes, sir.

Q. Then where was the stumpage mentioned?—A. The Indians themselves did not log; they gave their subcontracts to some half-breeds that winter of 1885-'86.

Q. You simply bought the timber?—A. Yes, sir; I bought the timber and they gave the contract themselves to some half-breed.

Q. The Government contract said so much for the timber banked?—A. Yes, sir.

Q. Now, how did you get at the stumpage?—A. The Indian agreed to pay so much to the men who put in the timber for them. Some realized \$2.50 stumpage, some \$2.75, and some \$3.

Q. Then, in 1885-'86 you paid this other subcontractor what the Indian who owned the timber agreed to pay him, and then paid the Indian who owned the timber the rest, which made the stumpage?—A. Yes, sir.

Q. Was the timber which you got that time, the first winter of 1885-'86, all full-sized timber on land that had not been cut over, or was any of it second cuttings?—A. No, sir; it was all good timber, but small.

Q. All you had to do with that was to see it on the bank and pay for it?—A. Yes, sir.

Q. When did you first make any bargains for second cuttings?—A. Last fall I made some.

Q. Didn't you make any contract for second cuttings two years ago?—A. No, sir.

Q. Now, take two years ago, your second winter, the winter of 1886-'87, did you do logging yourselves then, as Gaynor & Bergeron?—A. Yes, sir; we did some; we had two camps, and I believe the Indians put in some themselves then.

Q. Where you had your camps, did you guaranty stumpage in those cases?—A. We did.

Q. Did you make any writing with the Indian?—A. Nothing but the printed blank.

Q. How did you come to understand, where you did the logging, about the amount of stumpage?—A. We agreed to give them so much, and they agreed to give us so much for putting in the timber for them.

Q. Did you make any writing to that effect?—A. I do not remember whether we did or not; I do not believe we did; it was only on these blank contracts.

Q. These blanks stated the price on the bank?—A. But we made an agreement to pay them so much a thousand.

Q. What prices did you pay the winter before last?—A. The second year, 1886-'87, we paid from \$1.50 to \$3.

Q. Did you pay \$3 for much of it?—A. For one "eighty" we paid \$2, and for three "eighties" we paid \$2.75, I believe.

Q. Was that unusually fine timber?—A. It was nice timber.

Q. How far was it located from the bank?—A. Some of it from 2 to 3 miles.

Q. Did you pay \$3 for timber 2 miles from the bank?—A. Yes, sir; we did that winter; we paid \$3 for some timber that we hauled 3 miles.

Q. But that year you bought no second cuttings?—A. No, sir.

Q. State what second cuttings you bought this last fall; you have said you only had three contracts.—A. Yes, sir.

Q. Were those three all second cuttings?—A. Two of them were second cuttings and the other was a forty that the fire went over.

Q. So that all the logging you have done this last winter of 1887-'88 has been on two eighties' second cuttings and one forty which has been burned over?—A. Yes, sir.

Q. What prices did you pay for those?—A. There was one eighty that realized \$2.25, one \$2.75, and the other \$2.

Q. The one which was burned over realized \$2?—A. Yes, sir.

Q. Give the names of the Indians on the two eighties and on the forty.—A. One was named Boni Gauttier. He gave \$3.50 to bank that, which left him \$2.25. It was \$5.75 per thousand. He paid \$3.50 to bank it, which left him \$2.25 net for 364,580 feet.

Q. Was that second cutting?—A. Yes, sir; it was.

Q. When had it been cut over?—A. The year before; in 1886-'87.

Q. By what contractor?—A. Dan McDonald.

Q. How much timber did he cut off of it the previous year?—A. I could not tell you.

Q. How much should you judge from the stumps, or from what you learned?—A. From 500,000 to 600,000 feet.

Q. What had he done, apparently; had he selected the best timber?—A. Yes, sir; they always do.

Q. What was the character of the timber that you had paid \$5.75 for?—A. It was poor; it was second choppings.

Q. What were the sizes?—A. It took very nearly six logs to the thousand, I believe.

Q. Did you make or lose money on it?—A. I made money.

Q. You made something on that lot?—A. Yes, sir.

Q. Do you know what McDonald had paid for the first choppings?—A. I do not know.

Q. From what you could see in reference to the first year's cuttings on that lot, what would have been a fair stumpage price for it when McDonald cut it off for the first year's choppings?—A. That is pretty hard for me to answer; I can answer for last fall.

Q. If that timber had all been there last year and you had bought it, what would have been a fair price for it?—A. About \$3.75.

Q. You mean taking the whole of it?—A. Yes, sir.

Q. What McDonald took away and what you took away?—A. Yes, sir; to cut it clean.

Q. Now, you may give a statement about the next eighty.—A. That was to Neganasinokwe, and was 287,270 at \$5.75 per thousand.

Q. How much stumpage did the Indian get for that?—A. She got \$1.75. Her husband put it in, and she gave her husband \$4 to bank it.

Q. And you paid her husband to bank it and paid her \$1.75?—A. Yes, sir.

Q. Who had the contract the previous winter for the first cuttings on that lot?—A. Dan McDonald; the same man.

Q. Do you know what he paid?—A. No, sir; I do not.

Q. How did the timber which you cut compare with that which you got from this first eighty?—A. It was about the same quality.

Q. And would the first cuttings, if they had been there, been worth the price you named for the first eighty?—A. It is just about the same timber.

Q. Now, we will come to the forty?—A. That was Rosa Lemoine's. I cut on her forty 540,000 and some odd feet.

Q. How much had the fire damaged that?—A. Over 100,000 feet or more.

Q. Had it injured the timber which you got?—A. Yes, sir; the worm was in it; it was badly burned.

Q. How much did you pay for that?—A. I paid \$5.50.

Q. How much stumpage net?—A. She got \$2 net. Her father banked the logs for her; she made a contract with her father.

Q. And you paid to the father \$3.50 and to her \$2?—A. Yes, sir.

Q. What would that stumpage have been worth if it had not been burned over?—A. It was \$3.

Q. How far was it from the bank?—A. About a mile and a half or a mile and a quarter.

Q. Do you mean to have the committee understand that you had a kit and outfit, and got this timber off one of those eighties, and made something out of it last winter, or were you doing other work besides?—A. I did not log any of that myself; I did not do any logging.

Q. So the profit you made was in reselling?—A. Yes, sir.

Q. The only logging you did yourself was the year before with Gaynor & Bergeron?—A. Yes, sir.

Q. Did you two make some money that winter?—A. Yes, sir; we did.

Q. Who has the kit and stuff now?—A. I sold it to Gaynor last summer.

Q. Has Gaynor been logging this last winter?—A. No, sir.

Q. What has he done with his outfit?—A. I believe he sold it to Dobie & Stratton and some of it to Thomas & Clark.

By Senator FAULKNER:

Q. How many contractors were contracting last year on that reservation?—A. Three, I believe.

Q. Only three?—A. Yes, sir; Dobie & Stratton, Thomas & Clark, and the Valley Lumber Company.

Q. How many were contracting there the year before?—A. There were four; Gaynor & Bergeron, Dobie & Stratton, Calligan Bros., and Dan McDonald.

Q. Do you not regard six logs to the thousand a fair average of timber?—A. It is pretty small.

Q. What would you regard the average?—A. About five to the thousand.

Q. Then it was only one log in excess of the average?—A. Yes, sir.

Q. That price that you gave the Indian you regarded a fair and just stumpage price, did you not?

The WITNESS. Last winter?

Senator FAULKNER. Yes; or the winter before.

The WITNESS. Yes, sir; I did, for the quality of timber that we had.

Q. You believe that your contract with the Indian was a fair, just, and honorable contract?—A. Yes, sir; I do believe it.

Q. And that taking into consideration all your risk as a logger that you gave him what his timber was fairly worth?—A. Yes, sir.

Q. Now, speaking in reference to Agent Gregory's throwing obstacles in your way, will you state to the committee whether you ever asked Agent Gregory to approve a contract for you where he refused to do so?—A. I never asked him. I could not see him.

Q. You do not want that answer to go in reply to my question, do you? Have you not told this committee here that you did write him, and that he wrote you in reply?—A. I did last fall write him, and then he said he would.

Q. Did you ever apply to Agent Gregory, in person or by letter, when he stated to you that he should refuse to approve your contracts?—A. I wrote him last fall and he answered that he would approve them.

Q. Did you ever write him before?—A. I did not.

Q. Did you ever go to him in person and ask him to approve a contract?—A. I went there and he was not there.

Q. So I am to understand your testimony as meaning that so far as any personal communication is concerned Agent Gregory never refused to approve your contracts?—A. No, sir; I never asked him personally, except when I asked him in 1886-'87, and he told me he would approve of them.

Q. Then I understand all your information on that subject has been derived entirely from other parties who told you that Agent Gregory would not do it?—A. Yes, sir; a good deal of it.

Q. Your partner, Mr. Gaynor, told you that, did he not?—A. Yes, sir.

Q. You say your partner told you when you went up there that Agent Gregory would not put your name in the contract?—A. Yes, sir.

Q. Then he must have known that you were a partner at the time he refused?—A. I suppose Mr. Gaynor told him I was a partner of his.

Q. And then he agreed to let Gaynor have the contract, although Gaynor told you that he would not put your name in the contract?—A. Yes; Gaynor told me that he could not put my name in the contract.

Q. But Agent Gregory knew at the time he let Gaynor have a contract that you were his partner?—A. May be he did.

Q. Did he not tell Gaynor that he would not let your name go in the contract?—A. Gaynor told me so.

Q. He said he got that from Agent Gregory, did he not?—A. Yes, sir.

Q. Therefore Agent Gregory must have known when he let Gaynor have the contract that you were his partner?—A. May be he did.

Q. So that he knew you were getting the benefit of the contract although your name was not in it?—A. Yes, sir; my name was not in it.

Q. You never asked Agent Gregory when you both went up there whether you could not contract as well as anybody else?—A. No, sir; I did not, because Gaynor would not let me talk.

Q. What motive had Gaynor in keeping you from talking to the agent?—A. He was afraid if I would talk to him we would not get any timber.

Q. You are certain that was the motive?—A. That is what Gaynor told me.

Q. Could Gaynor have gotten any benefit in that contract by leaving your name out?—A. I do not know if he could or not.

Q. Did he get any benefit?—A. He did not get any benefit out of it.

Q. Did he give you half of the profits?—A. I got half of the profits; yes, sir.

Q. And you did half of the work?—A. Yes, sir.

Q. When you went to Farmer Rusler he simply told you that he had no blanks?—A. Yes, sir.

Q. And he also told you that Agent Gregory would not let you contract?—A. It was the next time I went there. I wanted him to sign a contract, and he said he could not do it until he heard from Agent Gregory; he refused to sign it.

Q. Did you ever apply again?—A. I wrote to Agent Gregory and he answered he would approve my contract.

Q. Then you talked to the farmer?—A. Yes, sir.

Q. And he approved it?—A. Yes, sir; it was approved.

Q. So that if you had not written to Agent Gregory you never would have gotten these contracts approved, would you?—A. I suppose not.

Q. And therefore you do not know that if you had written to Agent Gregory before, when your partner and the farmer told you that he would not approve them, that Agent Gregory would not also have approved them? You do not know that?—A. He told me so in 1886.

Q. So far as any personal intercourse between you and Agent Gregory is concerned it has been all pleasant?—A. Yes, sir.

Q. And all that you have heard about his refusing to approve your contracts has been through other parties?—A. Yes, sir.

Q. You spoke of the fact that other parties on the reservation were getting their timber cheap?—A. Yes, sir; I did say that.

Q. That was in 1885-'86?—A. Yes, sir; in 1885-'86 and 1886-'87.

Q. What were the other parties paying for stumpage?—A. They were paying that year from \$1 to \$2.25.

Q. Who told you that?—A. Mr. Pero told me; he was farmer then, in 1885.

Q. He told you that the lowest they were paying was \$1 and the highest \$2.25?—A. Yes, sir.

Q. You had made some oral contracts when he told you that?—A. I could not make any; they would not let me make any.

Q. You had verbal conversation with the Indians, had you not, about what you would give them for their timber?—A. Yes, sir; I offered from \$2 to \$2.50.

Q. Then, so far as your statement is concerned, it was from 50 cents to \$1 more than those people were getting?—A. I offered as much as \$2.50 for some.

Q. You say they were giving \$2.25 for some?—A. They paid from \$1 to \$2.25.

Q. Your highest offer was \$2.50 and theirs \$2.25, so that the highest you offered over them was 25 cents?—A. But they offered some \$1.

Q. The highest they offered was \$2.25, and your highest offer was \$2.50, so that between the highest prices there was a difference of 25 cents?—A. Yes, sir.

Q. Did you offer them \$2.50 for what they were paying \$1.50, exactly the same character of timber, in the same locality, with the same difficulties in logging it?—A. There was some they had bought already that I would have given \$2.50 for right on the bank; big timber.

Q. What were they giving for that?—A. I do not know; they told me they were paying from \$1 to \$2.25.

Q. You do not know what they gave for what you were willing to give \$2.50 for?—A. No, sir.

Q. You do not know whether they gave as much as you were willing to give or not?—A. I do not know.

Q. When you speak of second cuttings there on these two eighties and that you paid \$2.25 to \$2.75 for the other you say the first cuttings that were taken off you think would be worth \$3.75?—A. Yes, sir; this last fall.

Q. What do you mean by limiting your answer to last fall?—A. Because timber was higher last fall than two years ago; stumpage is going up every year.

Q. What, in your judgment, was the difference in value between the stumpage at the same point last year and the year before?—A. I have seen timber vary \$2 on the stumpage in one year, good timber.

Q. What was the variance, in your judgment, between last year and the year before?—A. From 50 cents to \$1 in good timber.

Q. Then was it not necessary to make certain roads and go to other expense in getting at that timber, the first cuttings, that would not have been imposed upon the party who bought the second cuttings?—A. We always have to make a road when we buy timber and haul it.

Q. For second cuttings as well?—A. Yes, sir. Although there is a road you have to fix it over.

Q. But is there not a great deal of difference in the cost?—A. Yes, sir; considerable.

Q. It is much more expensive to fix the first road?—A. Yes, sir; a good deal more expensive.

Q. That is taken into consideration, then, in fixing the price of timber?—A. No, sir; not for the one who buys the logs; but it is for the one who banks the logs.

Q. I am speaking of the man who has to do the banking?—A. Yes, sir; it is.

Q. But the man who buys the stumpage generally does the banking in the ordinary contracts up there?—A. Yes; if you are outside of these reservations.

Q. And on the reservation the contractors generally do the banking, do they not?—A. The most of them.

Q. And consequently they have to do this work?—A. Yes, sir.

Q. And in buying the second cuttings they take into consideration the amount of work they have to do in order to get the timber to market?—A. It is a good deal harder to work on second cuttings; the trees are all scattered.

Q. But the roads are all cut?—A. Yes, sir, certainly; but they have to be fixed over.

Q. Did you ever talk against Agent Gregory?—A. I never did. I believe I did once or twice after I heard that he would not sign my contracts.

Q. But I mean before that?—A. Before, I did not.

Q. Then what you heard from the farmer as to the reason he would not approve your contracts, was false, so far as you are concerned; you never had said what the farmer told you Agent Gregory thought you had said?—A. No, sir.

Q. If you had never done that and that was the only reason given for this refusal to approve your contracts, why did you not go to him

or write to him like a man, and tell him that you had heard this statement and that it was not true, and ask him who he had heard it from?—A. That was last fall when Farmer Rusler would not sign my contracts.

Q. Why didn't you do it the first time?—A. I did see him the first year in 1885 when I went there with Gaynor.

Q. But you did not talk to him or ask him about it?—A. No, sir.

Q. Why did you not go and say to Agent Gregory: "I hear that you refused to sign my contracts because you heard I talked about you. It is false; I never have said anything about you, and I want you to know it"?—A. Well, I told him the second year.

Q. Therefore if he had any such notion as that, as Farmer Rusler said he had, it was not true, was it; you had not said any such thing?—A. No, sir; I had not.

Q. And you never even took the trouble to inform him of that fact that he was laboring under a wrong impression?—A. I did when I met him at Chippewa Falls, in 1886, and he owned up himself, he said there, that he had heard I was talking against him, and that was the reason he did not sign my contracts, but he said then he would approve my contracts.

Q. Did he tell you at Chippewa Falls, with his own lips, that he had stated at any time that he would not approve your contracts?—A. Yes, sir; afterwards he said "that was the reason I would not approve your contracts the year before, but," he said, "now I know it is false I will approve your contracts."

Q. Then he did not put the approval of your contracts on any order from Washington, or on anything but the fact that he knew it was not true that which he had heard about it?—A. Yes, sir.

By the CHAIRMAN:

Q. In reply to a question by Senator Faulker you stated that these logs would run five to a thousand; is that what you meant to state?—A. I did not understand the question, perhaps. (To Senator Faulker) Did you mean on those two "eighties"?

Senator FAULKNER. No; I had no reference to them. I asked you what was the average of logs to the thousand and you said about five.

The CHAIRMAN. What would have been a good average of logs to the 1,000 on these "eighties"?

The WITNESS. The logs there on these two "eighties," the first cuttings, I had estimated at about four and a half to a 1,000. I understood it averaged about five to the 1,000 of good logs.

The CHAIRMAN. Then you understand these two eighties had superior timber in them?

The WITNESS. Yes, sir.

TESTIMONY OF HARRY H. BEASER—Recalled.

HARRY H. BEASER, having been recalled, was further interrogated as follows:

By the CHAIRMAN:

Q. Have you examined the printed testimony to see whether you can find any letter from the Indian Office authorizing white labor upon the reservations, and, if so, with what result?—A. I find here a letter or extract from a report of Agent Gregory, printed on page 195, made to the

Commissioner in regard to logging operations. Agent Gregory read it in his testimony. This extract states:

Being that the logging operations last winter were likely to be affected from this same cause, I addressed a letter to you on the subject on September 7, 1885, and in reply thereto you gave me such authority as I thought would enable me to overcome this serious source of loss and injury, and I used it as I believe with good results. I believe it is just as important to teach these Indians honesty and justice as to labor.

Q. What have you to say about that extract?—A. I will say that I think in that extract he refers to a letter from the Commissioner, and I think I can find that letter on the files of our office.

Q. Will you look and see, and if you do find it forward to the committee a copy of the letter?—A. I will do so.

The select committee then adjourned to meet again at the call of the chairman.

WASHINGTON, D. C., *Thursday, August 2, 1888.*

The select committee met at 10.30 o'clock a. m.

Present: Senators Chandler (chairman), Cullom, and Faulkner.

THADDEUS C. POUND.—Recalled.

THADDEUS C. POUND, having been previously sworn, was recalled and testified further, as follows:

By the CHAIRMAN:

Q. You may state what you know in reference to allotments of land on the Chippewa Reservation; what efforts you made, and in what relation, to learn the policy of the Indian Office, and what the decisions of the Indian Office were as communicated to you. State all you know about allotments of land to Indians in severalty on the Chippewa Reservations.—A. Having had somewhat to do with Calligan Brothers in the fall of 1886, during the winter and spring of 1887 a great many persons called upon me who claimed to be eligible to receive allotments on the different reservations, asking my advice and asking me to furnish them information touching the manner of proceeding to prove their eligibility, etc. Quite a goodly number of Indians and half-breeds reside in and about Chippewa Falls who have known me for years. Desiring to give truthful information to these people I very early in the spring of 1887 corresponded with the Commissioner of Indian Affairs to ascertain what the policy would be in the future as to making further allotments, whether they would proceed to make allotments as heretofore under the treaty, with the approbation of the Indians in council, or whether they would be made in pursuance of what was known as the Dawes act. The first response I received from the Commissioner was under date of April 8.

The CHAIRMAN. Read that letter please.

The witness read the letter, as follows:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 8, 1887.

SIR: Referring to your communication, dated March 11, 1887, I have to state that under the decision of the Secretary of the Interior, of date March 29, 1887, allotments will be made to the Chippewa Indians, under the provisions of the act of February 8, 1887.

Action will be taken at an early day with regard to all the Chippewa Reservations, but I am unable to say just when the matter will be reported to the President for his direction, as required by the act, copy of which is inclosed for your information.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

Hon. T. C. POUND,
Chippewa Falls, Wis.

The WITNESS. The next communication I received was dated June 7, 1887, in reply to a further letter of mine in which I was seeking to be informed as to the exact status of the policy of the Department. This letter of June 7 is as follows:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, June 7, 1887.

SIR: In reply to your communication dated May 23, 1887 I have to state that under the allotment act, approved February 8, 1887, as interpreted by the Attorney-General, all allotments must be made by the regular agent in charge of the reservation, and a special agent appointed for the purpose by the President.

No instructions have as yet been given as to allotment on Lac de Flambeau, and any selections made by the Indians there will be subject to revision by the special agent when appointed.

The matter of allotments to the Chippewas of Lake Superior will be considered in a few days.

No appointment of a special agent, however, can be made until the 1st of July next.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

Hon. T. C. POUND,
Chippewa Falls, Wis.

Not learning any further in regard to the policy of the Department, and still being importuned by parties desiring information, I came to Washington about the middle of August last, to learn all I could with respect to allotments that had been made, upon the Flambeau especially, because it was with reference to that reservation that most of the Indians had been asking me. At that time I met Mr. Gregory in Washington, and from him learned first the decision of the Secretary of the Interior that no patents would be issued on any prior selection, but that they would be remanded back and re-allotted under the direction of the special agent in connection with the regular agent when he was appointed. I learned furthermore that no special agent had been appointed, and from Mr. Atkins learned that they were short of funds, and that more than probably they would be obliged to send some special agent already in the service, for that duty, when he was at liberty from other duties.

Q. What time was this?—A. It was the middle of August last.

Q. In Washington?—A. In Washington.

Q. And the facts that you have stated that you learned were told you in Washington by Mr. Gregory and by Mr. Atkins?—A. Yes; at that time I was desirous of knowing just what lands had been allotted upon the Flambeau, and for that purpose called upon Mr. Atkins to furnish me a list of all lands which had theretofore been allotted. I did this so as to be able to answer inquiries by certain parties who desired to make logging contracts—Mr. Early, of Chippewa Falls, who was here and testified; Captain Henry, also the Calligan Brothers, and also Mr. McDonald. In response to a request by me to be furnished with a list of lands theretofore allotted upon the Flambeau, I received a statement of which this is a copy:

Q. Had that better be put in?—A. Perhaps you can determine that after inspecting it.

Q. This was furnished you by whom?—A. This was furnished me by the Commissioner.

Q. As what?—A. As being a statement of all the lands which had been at that time allotted on the Flambeau.

Q. And what time was that?—A. That was some day in August last. The statement here referred to is as follows:

1	Ogi-ma-wi-gi-jig.....	M.	60	N. $\frac{1}{2}$ of NW. $\frac{1}{2}$	35	41	4 E.	80	
2	Sophia.....	F.	35	S. $\frac{1}{2}$ of NW. $\frac{1}{2}$	35	41	4 E.	80	
3	Wa-sa-ni-ni-bi.....	M.	50	E. $\frac{1}{2}$ of NW. $\frac{1}{2}$	2	41	4 E.	83	12
4	Be-shi-gi-jig.....	M.	30	W. $\frac{1}{2}$ of NW. $\frac{1}{2}$	2	41	4 E.	83	37
5	Ba-twan-s-gun.....	M.	27	SE. $\frac{1}{4}$ of NW. $\frac{1}{2}$ and NE. $\frac{1}{2}$ of SW. $\frac{1}{2}$	3	40	5 E.	80	
6	Wa-ko-nis-kung.....	M.	40	SW. $\frac{1}{4}$ of NE. $\frac{1}{2}$ and NW. $\frac{1}{2}$ of SE. $\frac{1}{2}$	3	40	5 E.	80	
7	Mad-ji-ash.....	M.	32	E. $\frac{1}{2}$ of SW. $\frac{1}{2}$	2	41	4 E.	80	
8	Mi-sa-be.....	M.	75	W. $\frac{1}{2}$ of SW. $\frac{1}{2}$	2	41	4 E.	80	
9	Ni-tum-i-gi-ji-go-kur.....	F.	42	S. $\frac{1}{2}$ of NE. $\frac{1}{2}$	2	41	4 E.	80	
10	John Gagouse.....	M.	35	N. $\frac{1}{2}$ of NE. $\frac{1}{2}$	23	41	4 E.	80	
11	O-sha-wa-bi-go-kwe.....	F.	44	S. $\frac{1}{2}$ of NW. $\frac{1}{2}$	23	41	4 E.	80	
12	Wa-we-shi-okwe.....	F.	30	W. $\frac{1}{2}$ of SW. $\frac{1}{2}$	31	41	5 E.	83	22
13	Wa-bi-ke-kek.....	M.	43	W. $\frac{1}{2}$ of NE. $\frac{1}{2}$	31	41	5 E.	83	77
14	We-sho-shi-og.....	M.	33	E. $\frac{1}{2}$ of SE. $\frac{1}{2}$	27	41	4 E.	80	
15	Be-sha-ba-no-kwe.....	F.	50	W. $\frac{1}{2}$ of SE. $\frac{1}{2}$	34	41	5 E.	80	
16	Pe-nim-ge-sa.....	M.	28	W. $\frac{1}{2}$ of SE. $\frac{1}{2}$	34	41	5 E.	80	
17	Ka-bi-ni-bi.....	M.	32	S. $\frac{1}{2}$ of SE. $\frac{1}{2}$	18	40	6 E.	80	
18	Sho-ga-be-ok.....	F.	35	E. $\frac{1}{2}$ of SE. $\frac{1}{2}$	16	40	6 E.	77	08
19	Wee-zo.....	M.	37	E. $\frac{1}{2}$ of SE. $\frac{1}{2}$	25	40	5 E.	80	
20	Gi-nun-an.....	M.	28	N. $\frac{1}{2}$ of NE. $\frac{1}{2}$	23	41	5 E.	81	20
21	Nan-twa-ji-no-kwe.....	F.	33	E. $\frac{1}{2}$ of SE. $\frac{1}{2}$	36	40	5 E.	82	30
22	We-mi-ti-gosh.....	M.	30	N. $\frac{1}{2}$ of NW. $\frac{1}{2}$	13	40	5 E.	80	
					19	41	5 E.	75	42

The WITNESS. I consequently advised several of the parties who had sought information from me and my advice as to the question of undertaking of certain contracts on the Flambeau, not to undertake such contracts until such time as they had been advised of the appointment of the special agent and that the allotments had been certified to by him.

Q. Is there any other writing that you have that throws any light upon this subject?—A. Yes, sir.

Q. Go on in your own way down to the period of time when you first learned that allotments had been made under the treaty.—A. I was not able to learn of the appointment of any special agent up to December 23, 1887, when I addressed the following letter to Commissioner Atkins on that date. It seems I had written him on the 10th asking for some further information. The letter of December 23 is as follows:

OFFICE OF THAD C. POUND,
REAL-ESTATE AND MORTGAGE LOANS,
Chippewa Falls, Wis., December 23, 1887.

DEAR SIR: I have no reply to my letter dated December 10, instant. Something more than one hundred and fifty persons, claiming to be entitled to allotments in severalty from the Chippewa Reservations in this State, have in person or by friends, unsolicited by me, asked my assistance in the procurement of a fair consideration of their claims. It is important, in the interest of fair dealing, that the widest publicity be given of the time and manner of making selections, as well of all rules and regulations governing the special agent in the matter.

In this connection I would remark that while in your city last August I procured at your office a transcript of all allotments then approved upon the Flambeau Reservation, being only 22 in number, and was informed that no more approvals would be made by the Department until the selections were returned in pursuance of the Dawes act, by a special agent to be appointed for such purpose.

Reports are current that a much greater number of selections have been recognized by the issuance of timber contracts, and the timber upon them being rapidly removed,

"the employment of help being limited to white men." Will you kindly inform me whether further approvals have been made since my visit to your office, when the transcript referred to was received?

Yours truly,

THAD C. POUND.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington.

The letter I received in response to that was dated January 12, 1888, and is as follows:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 12, 1888.

SIR: In reply to your communications, dated December 10 and 23, 1887, respectively, I have to state that Hon. Tom Wall, of Oshkosh, has been appointed a special agent to make allotments to the Chippewas of Lake Superior in Wisconsin and Minnesota.

Instructions were given for his guidance December 9, 1887.

On the 29th of November, 1887, and the 3d of January, 1888, the President approved certain schedules, embracing sixty-seven allotments to Indians on the Lac du Flambeau Reservation.

These allotments were approved so that the allottees might contract for the sale of their timber during the present season.

Patents will not be issued on these selections, but the lands will be re-allotted under the act of February 8, 1887.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

Hon. T. C. POUND,
Chippewa Falls, Wis.

I thereupon addressed a further verbal inquiry in respect to a contest which was pending in the Department, and asking whether contracts had been received and approved by the Department for logging upon the Lac du Flambeau Reservation.

Q. Give the date of the letter.—A. It is dated January 20, 1888.

Q. Are you only going to put in part of the letter?—A. Yes.

Q. You addressed an oral inquiry to the office, and this letter is the reply?—A. Yes, sir; I had addressed an oral inquiry in relation to allotments and also to contracts. This is the portion of the reply that I propose to put in:

No allotments have been made in Lac Court Oreilles since the decision was made in the cases of Charles and John J. Allen, and none will be made before spring—

That decision was made in September—

as it will be necessary to subdivide a portion of that reservation into smaller subdivisions.

Proper instructions will be given Special Agent Wall when he commences work on Lac Court Oreilles.

No contract for logging on Lac du Flambeau for the present season has been reported to this office.

That is all that I had learned up to that time in relation to proceedings on the part of the agent or the Department in making allotments under the Dawes act.

Q. About that time the subject was taken up by this committee, was it not?—A. Yes, sir. The effect of the delay in sending contracts forward for the approval of the Department is illustrated in a few contests which I had filed for title to allotments last fall. In two instances contracts for logging had been made and the logging had proceeded up to April, until I had requested that further action upon those contracts should be suspended.

Q. You mean that requests had been made where there was a contest as to the title, in which contest you presented one side, do you?—

A. Yes, as to the title; and in most cases the contracts had not been forwarded or met with the approval of the Department here; but the Department, upon my request, promptly directed by telegraph that the logging should be suspended.

Q. Had logging been commenced?—A. Oh, yes.

Q. By what contractor?—I do not know that I am able to say. In one instance by Dobie & Stratton, on the Lac Court Oreille Reservation. But in no case had the allotment been approved by the Department. These are the selections.

Q. Have you any other correspondence on the subject of allotments that would give the committee any light?—A. Nothing further than a letter which I wrote to the Department on October 26, 1887, which may not be regarded as important.

Q. What is the subject of which it treats? Is it a subject about which you could testify?—A. In that letter I volunteer a suggestion in regard to the making of allotments so late in the season under the Dawes act.

Q. That was in October?—Yes, sir.

Q. You may put that in. Read that.—A. This is written in response to a letter I had received from the Department inclosing the decision in the Allen and Thayer cases. The letter I wrote to the Department is as follows:

OCTOBER 26, 1887.

DEAR SIR: Your favor of the 18th, covering decision in the Allen and Thayer cases, is received. May I venture a suggestion touching the allotting of lands to the Chipewas in this State? The appointment of a special agent to do this work has been so long delayed that winter is setting in, and in consequence much embarrassment and expense would be incurred by undertaking to make the allotments before May or June next. There will, in any event, be much confusion and conflict of interests, growing out of the inordinate scramble for the purchase of timber from the allottees. Hence it is of the first importance that the agent should be a level-headed, honest, and capable person, familiar with the special interests involved in these reservations. I know few such men, and am not disposed to make any personal recommendations. With thanks for the information furnished relative to the contest, with which I have troubled you very much and very reluctantly,

I remain, very truly,

THAD. C. POUND.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington.

It was very clear to me at that time, as was shown later in the undertaking of Mr. Wall at Fond du Lac and Bad River, that it was too late to go forward under the regulations furnished him to make allotments to the Indians.

Q. As a matter of fact could allotments have been made under the severalty act at Lac Court Oreille or the Flambeau Reservations?—A. No, sir; not at that time.

Q. Where were allotments made by Mr. Wall during the recent winter?—A. I learn from the evidence furnished here that he visited first Fond du Lac Reservation and certified to a large number of selections there, and also upon Bad River.

Q. But none on the Flambeau and Court Oreille; and instead of that, on the Flambeau, you understand, these old selections under the treaty were taken up and approved by the Department in order that timber contracts might go forward?—A. Yes, sir.

Q. Is that the way you understand it?—A. That is the way I understand it.

Q. And at the last advices there were no approvals of timber selections certified by Special Agent Wall at the Fond du Lac Reservation?—

A. Mr. Atkins in his testimony says that he had returned the schedule of allotments for correction by the special agent.

Q. Have you any further evidence to give on the subject of allotments?—A. I do not know that I have.

Q. Referring to your statement to the Commissioner in your letters that notice ought to be given, you may give your opinion as to the necessity of notice to all the world of hearing on the matter of allotments?—A. Referring to my letter addressed to the Commissioner, in which I state about 150 persons, personally and through friends, had asked my advice and assistance in a fair consideration of their claims, I will say that those persons, most of them, live off the reservations; they are, in some instances, full-blood Indians who have adopted the habits of civilization and absolved their tribal relations, and in many instances half-breeds and quarter-bloods. They claim that under the Dawes act they are entitled to receive allotments upon the different reservations upon which their tribe lives. These persons live at Chippewa Falls, and about the country there, and are desirous of availing themselves of this privilege or right; and in order to do it and do justice by all parties, taking, for instance, the Flambeau Reservation as an example, it would be important for a special agent to first give at least thirty days' notice of a certain time and place when and where he would receive proof of eligibility of persons for selections upon that reservation, in order that he might know, first, who are entitled to receive them before he commences to apportion them out; and, in the second place, to know whether there is land enough upon the reservation to give each his full quota, for it has already been shown in the Lac Court Oreille that there is not sufficient; and it is further important, in the interest of justice and fair dealing to the persons entitled to receive these lands, that the character of the lands should be understood somewhat by the special agent; and during the time he is getting his list or census of eligible persons, he should inform himself as to the character of these lands and how they are distributed, so that he may determine in what manner he can make this division and the selections so as nearly as possible to do justice and equity to the beneficiaries. That is a matter of importance, to my mind.

Q. That is, I understand, you think it of importance to a fair allotment that the special agent should know the quantity and the quality of all the lands on the reservation that may be allotted; that he should also know the number of men, women, and children in the tribe; the number of heads of families, and others whose claims may be presented to him, before he proceeds to make any allotment?—A. Yes, sir.

Q. In your opinion, are those data necessary to a fair allotment?—A. To my mind, they certainly are. I can conceive of no way in which any approach to fair dealing can be had without such data.

Q. Mr. Upshaw, as Deputy Commissioner, produced to the committee the following letter, dated August 19, written by you:

WASHINGTON, D. C., August 19, 1887.

DEAR SIR: Complying with your request that Mr. Calligan meet Agent Gregory at your office this a. m., as desired by the latter, and lay before you in the presence of Mr. Gregory any grievance or complaint he might wish to submit, I saw both gentleman and made known your request. Mr. Calligan expressed his willingness to comply, and Mr. Gregory made no objection. Later, however, the agent (Gregory) informed me that urgent official business would compel him to leave the city by first train, which I believe he did. The absence of Mr. Gregory will therefore defeat your purpose to have them meet you this morning and together discuss their differences.

Mr. Calligan regrets thus being unable to avail himself of the opportunity to confer with you in presence of your agent, but if desired will call, notwithstanding, and make such explanation touching the matters in controversy as you may desire.

Yours, very truly,

THAD. C. POUND.

Hon A. B. UPSHAW,
Acting Commissioner.

Do you know what day of the week August 19, 1887, was? Have you any impression upon that point?—A. Yes, sir; it was Friday.

Q. After looking at that letter, state whether you wrote it, and whether the parts that are italicized in the copy were italicized in the original?—A. The text of the letter is correct; but as to the emphasis indicated I could not swear positively.

Q. Have you any reason to doubt that it is incorrectly indicated there?—A. I have no reason to doubt that the copy is a correct copy of the original.

Q. Do you remember the circumstances under which that letter was written?—A. Yes, sir; I do.

Q. State concisely the whole case.—A. The circumstances occurred at the time of the visit to which I referred in my evidence, last August. I arrived here on the 17th of August, which was Wednesday. My memory is somewhat sharpened in regard to the date by the fact that I was on the ill-fated train which smashed up here on the Baltimore and Ohio road. On Thursday, the day after I arrived, I met Agent Gregory at the Ebbitt House. After some conversation, in which he referred to the matter in regard to which I have already testified (with reference to the decision of the Secretary of the Interior regarding former selections of allotments), he stated that Mr. Phin. Calligan was also in the city, and that he desired while he was here to have Mr. Calligan go with him and appear before the Commissioner of Indian Affairs and make any charges against him which he saw fit to make in his presence. He added that he had intended to go out of the city sooner, but he would stay a week, if necessary, in order to bring about such a circumstance. At that time I had not seen Mr. Calligan, and had no appointment with him. Later I visited the Commissioner of Indian Affairs, and found Colonel Upshaw acting Commissioner. After transacting a little business with him he said to me, "I observe that Mr. Calligan is in the city, and also Agent Gregory. The agent is very desirous that Mr. Calligan should appear before me in his presence, and make any charges which he desires to make against him (the agent)." I asked him if Mr. Calligan had filed any charges against the agent. He said, "I do not know that he has, but through your correspondence it is obvious that there is a grievance existing between the two, and I would be very glad to have these two gentlemen appear here and make such statements as they may deem proper in each others presence." I said, "Do you care to have me officiate in any way? Do you ask me to assist you in any way in this connection?" He said, "Yes; I would be obliged to you if you would see both these gentlemen, and ask them to come here to-morrow together, and make such statements as they please." I said, "I will undertake to do it." That I think was about noon of Thursday. I first met the agent, Mr. Gregory, and communicated to him the desire of the Commissioner; and, while he did not state positively that he would attend, he seemed to assent, or I assumed that he did, he having made the first suggestion that it would be agreeable to him. Later, I think about 3 o'clock, I fell in with Mr. Calligan, and communicated to him the desire of the Commissioner. He asked my

advice, and I told him I thought it would be proper for him to go and call upon the agent and confer with him, and agree upon a time when they would go. Later, about 5 o'clock, at the Ebbitt House, I saw Mr. Calligan, and he then stated to me substantially the facts as stated in his testimony; that he had sent his card to Mr. Gregory; that Mr. Gregory was not in his room at the time, but being very desirous to see Mr. Gregory he had remained there until Mr. Gregory had come in and gone to the hotel office and taken his card; that he had been unable to get recognition from Mr. Gregory, and he called my attention to the fact that he was then in the office. I said to him, "Certainly you should go and try to be recognized, and make an appointment with Mr. Gregory about appearing before the Commissioner. You should endeavor to obtain recognition and come to some understanding with him about it." I then saw him make various attempts to secure recognition, but Mr. Gregory avoided him, and in discouragement he came to me again and said, "I can not get recognition." Thereupon I told him that it would be very desirable that he should secure recognition, and told him to go and put his hand upon Mr. Gregory's shoulder, and thus secure recognition. He then made a further attempt and came back finally, and said, "I spoke to Mr. Gregory, but he said to me, 'If you have anything to say to me, let it be done through your attorney, Governor Pound.'" I said then, "That being the case, I will see what can be done to bring about this meeting desired by the Commissioner." I requested Mr. Calligan to be there at the Ebbitt House at 9 o'clock next morning to carry out the appointment. A little later I went to dinner with Mr. Gregory, and after having seated ourselves at the table, Mr. Gregory said to me, "I have a telegram which makes it necessary for me to leave the city on the first train;" and in explanation further, he said that it related to a suit which was pending and which I assumed to be something in relation to his official duties; as appears in my letter, I had that impression. He did say, "I suppose now it would be just like Mr. Calligan to go up there in my absence and see the Commissioner without my being there." He went on further to tell me something about the course he would take in going home. He was going to New York and elsewhere. However, I made no further inquiry of him, but next morning Mr. Calligan came at the appointed time, and I said to him that the agent had left the city, and it would be impossible for them to go together and have a conference, but that it would be proper that he should go and present himself before the Commissioner as requested, and for that purpose I told him that I would go with him and introduce him, and I did so. After stating substantially what is set forth in that letter to Commissioner Upshaw, the Commissioner said, "I wish you would reduce that to the form of a letter, that I may file it in the Department." That is the history of the letter. I then asked him if he cared to hear Mr. Calligan in the absence of the agent. He said he did; "Let him come here to-morrow morning at 10 o'clock." And it appears in the testimony that he did appear on the next day, on Saturday (this being on Friday that we had this meeting). It appears that he did go and make a verbal statement, which the Commissioner asked him also to reduce to writing at his convenience.

Q. With reference to this letter of yours, was it written at the time of or after your interview with Mr. Upshaw on Friday? A. I went immediately and prepared the letter and handed it to the Commissioner, in obedience to his desire.

Q. Can you state any further fact about this controverted matter?--
A. That is all that I know of the circumstance as it transpired in Wash-

ington, except as I have listened to the testimony of the agent, which I have no hesitation in saying is incorrect so far as it speaks of Mr. Calligan undertaking to avoid such a meeting. I think it is due to Mr. Calligan to furnish the facts in relation to a suit for trespass, which was brought at the suggestion and advice of the agent against Calligan Brothers.

Q. Which was stated by Mr. Gregory?—A. Which was stated by Mr. Gregory, and also alluded to by Mr. Calligan. The facts are, that the titles to the land in question have been determined in favor of the parties with whom Calligan Brothers contracted, and the suit has been withdrawn. Here are the letters which relate to that subject:

WASHINGTON, April 19, 1888

DEAR SIR: Will you kindly inform the Department of Justice the present facts within the notice of your office affecting the case now pending in Madison, Wis., against Calligan Bros., for trespass upon the Lac Court Oreille Indian Reservation, to wit: That the title of the W. $\frac{1}{4}$ N. W. $\frac{1}{4}$ sec. 34, town. 39, range 8 west has been confirmed in the heirs of Pen-que-ne-osh, being the same persons of whom Calligan Bros. purchased the logs from this tract, and that Agent Gregory has recently forwarded to your office with his approval a contract for logs to be taken from the N. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 14, town. 39, range 8 west, executed by Besh-ke-min-de-moie, in favor of the Valley Lumber Co., of Eau Claire Wis., the contractor to sell being the same party of whom Calligan Bros. purchased; the land also being the same. The importance of prompt action you will readily apprehend.

Very truly, yours,

THAD. C. POUND,
(On behalf of Calligan Bros.)

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 20, 1888.

SIR: At the request of Hon. Thad. C. Pound, counsel for Calligan Bros., of Chippeewa Falls, Wis., defendants in a suit understood to be now pending in the United States court at Madison, Wis., for certain timber trespasses alleged to have been committed by them on the W. $\frac{1}{4}$ NW. $\frac{1}{4}$ section 34, tp. 39, range 8 W., and the N. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 14, same township and range, on the Lac Court Oreilles Indian Reservation in the winter of 1886-'87, the following statement of facts appearing of record in this office is submitted, with the recommendation that it be presented to the Hon. Attorney-General for the information of the United States attorney for the western district of Wisconsin, having charge of said suit, viz:

1. By a decision of the honorable Acting Secretary of the Interior, dated September 30, 1887, the title to the W. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of section 34, T. 39, R. 8 W. (Lac Court Oreilles Reservation), originally patented October 15, 1883, to Pen-que-ne-osh, was confirmed to the heirs (widow and child) of said Pen-que-ne-osh, deceased.

2. On the 25th of February last Agent Gregory forwarded to this office a contract for approval, dated October 24, 1887, purporting to be made between Besh-kwe-min-de-moie, of Lac Court Oreilles Reserve, and the Valley Lumber Co., of Eau Claire, Wis., for the cutting, sale, and delivery of 100,000 feet of timber from the N. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 14, T. 39, R. 8 W., for the consideration of \$6 per thousand feet.

Said contract bears the approval of Agent Gregory as of date February 28, 1888.

A copy of Mr. Pound's letter is herewith inclosed.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The honorable SECRETARY OF THE INTERIOR.

These are the two cases of which Agent Gregory complains, and he caused suit to be brought against Calligan Brothers for trespass.

Q. Is there anything further that you desire to state that would throw light on this subject?—A. Not that I know of.

By Senator FAULKNER:

Q. In this whole transaction in reference to Calligan Brothers you were their attorney?—A. Yes, sir; at least, I was up to a certain time.

Q. Covering the period you speak of?—A. Yes, sir.

Q. And in your interviews with Mr. Gregory you represented yourself as their attorney, I suppose?—A. Yes, sir; as acting in their behalf.

Q. And you were aware of the feeling existing between Calligan Brothers and Agent Gregory at the time of your being in the city of Washington here, were you not?—A. Oh, most assuredly.

Q. And the sole objection that he urged to Mr. Calligan was that any interview or communication in reference to his matters he desired to be communicated to him through you as his attorney?—A. I do not quite get the drift of your question.

Q. I say the only objection that he made to the recognition of Mr. Calligan was that he desired all communications affecting the interests of Calligan Brothers to be made through you as their attorney.—A. He made no reference to that to me that I remember now. It was only communicated through Mr. Calligan, and I assumed that it was in consequence of the hostility which he felt toward Mr. Calligan.

Q. That being communicated to you through Mr. Calligan you acted in the capacity of counsel and you had no difficulty in conversing with him on these subjects?—A. None at all. My first interview was at the request of the Commissioner.

Q. Yes, I know; but I am speaking of a time subsequent to those interviews. You do not know whether or not that telegram was actually received by Mr. Gregory, do you?—A. I do not.

Q. You do not know that it was absolutely necessary for him to leave as he stated, do you?—A. Oh, no. I never have assumed, however, to question the correctness of his motives at the time. I only questioned the correctness of his statement made in his testimony here as to his remaining here for that purpose.

Q. Then you know of no facts of your own knowledge which induce you to believe that the purpose of that statement of his was to avoid this meeting before the Commissioner?—A. No, sir.

Q. You speak in reference to notice before allotments were made so that the Indians down at Chippewa Falls who are so connected with these tribes as to entitle them to allotments should have notice of the time when the agent who makes the allotments would be there. What notice has heretofore been given?—A. None has been required, for the reason that under the treaty of 1854 allotments have been proceeded with, without time or circumstance, the parties knowing that at any time they would make selections and present them to the farmer for filing they could do so, but that subsequent to such filings they would be submitted to a council of the Indians for their approbation.

By the CHAIRMAN:

Q. When did you first know that the rule which had required the tribe to approve selections had been changed so as to provide for two witnesses?—A. I learned that from copying the regulations furnished to Mr. Wall, the special agent.

Q. You first knew that when you learned what Mr. Wall's instructions were?—A. Yes, sir; but of course I had known generally by the provisions of the act which had been furnished to me.

By Senator FAULKNER:

Q. Was not the purpose of the treaty of 1854 that the selections should be made and allotments made to Indians for the purpose of location as well as the selling of timber?—A. There is no doubt in my mind but the purpose was to make these selections so that they might hold their lands in severalty and occupy the lands and make homes upon them.

Q. Do you think those Indians living at Chippewa Falls, who have become to a great extent civilized and taken upon themselves the customs of the civilized people surrounding them, would have been willing to go back to that reservation and locate on those allotments?—A. No, sir; I do not think many of them would.

Q. Then the object would not have been carried out by giving any notice so as to let them come in, would it?—A. No; neither is it being carried out so far as the Indians living upon the reservations are concerned. They are not required to live upon or make homes upon their allotments.

Q. In this country you can not require a man, whether white or Indian, to live where he does not want to?—A. No, sir; unless he is a criminal.

Q. Then you can put him in the penitentiary?—A. Yes, sir.

Q. Then up to that time the whole question was decided really by a council?—A. With the interposition and advice of the agent.

Q. Of course. After the Dawes act had been passed did not that make a change in these allotments?—A. Yes, sir; under the rules of the Department it was determined that the selections made by the special agent in connection with the agent in charge would not be submitted to the Indians for their approval.

Q. Was not that under a decision of the Attorney-General in reference to the construction of that act?—A. I do not know about the regulations being made in pursuance of his opinion; I think the Attorney-General was advised with in relation to the propriety of making these selections, under the Dawes act; but I think the regulations were prepared by the Interior Department.

Q. Did he not decide that they could not be made except by a special agent appointed by the Department and acting in connection with the regular agent?—A. I think so.

Q. Did he not decide, with reference to the same act, and in connection with the same matter, too, that the approval by the agent and special agent appointed would be all that was required by the act?—A. I do not know whether it proceeded from his advice or not.

Q. That was the first change, was it not?—A. Yes, sir.

By the CHAIRMAN:

Q. I will ask you at this point whether the change from the rule requiring the council to pass upon applications to the new rule which took its place is not contained in the letter of Commissioner Atkins to Mr. Wall of December 9, 1887, which is printed at the middle of page 21 of this testimony?—A. Certainly, so far as these reservations are concerned. I do not know what the policy has been with regard to other reservations.

Q. I understand you that you first learned that this change was to be made when you learned of these applications?—A. Yes, sir.

By Senator FAULKNER:

Q. You spoke of some contracts, in which you were interested, for logging to be carried on upon land upon which there was a contest, up to April?—A. I do not think that I alluded to any contracts that I was interested in.

Q. No; I mean contests in which you were interested. Those contracts had never reached the Department and been approved by the Department.—A. No, sir.

Q. They did not know that there was any logging going on at the time of this contest?—A. They did not.

Q. As soon as notice was given to them by you that there was logging upon these allotments that were in the suit, I understand that the Indian Office at once stopped it?—A. They did; yes.

Q. What was the result of those contests?—A. They have not yet been determined.

Q. It has not been determined whether these parties are entitled to them or not?—No; but the subject-matter, I am advised by the Commissioner, will be referred to the special agent, when he is upon the reservation, to carry out the instructions of the Department in regard to making allotments there.

Q. I will ask you whether, in your intercourse with the Indian Bureau, any complaints made by you have not been promptly considered by them, and all relief given within their power?—A. Well, so far as a knowledge of facts has been received by the Commissioner, I have always found him prompt to act; but I have learned the fact that as to communications sent to the Department, for some reason or other the facts set forth in them did not reach the Commissioner but were held in the files in the rooms of the clerks, to the detriment of cases involved.

Q. In reference to his action, though, as far as cases have been brought to his attention, he was prompt in his action and fair and just to the parties involved in the controversies?—A. Yes; so far as my observation goes, he has always expressed his willingness to act promptly.

Q. Have you any objection to my seeing that letter of January 20, 1888, which you read an extract from but did not embody the whole of in your testimony?—A. No, sir [handing the letter to Senator Faulkner]. I have no objection to it all being put in the record, only it is not all relevant to the inquiry.

The CHAIRMAN. Put the whole of it in if you want to.

The WITNESS. I think the stenographer has all of it that is pertinent.

Q. (By Senator FAULKNER): You speak of certain allotments that have been made, memorandums of which were furnished you when in Washington. Were those subsequently ratified and approved after the passage of the Dawes act, so far as the Flambeau Reservation is concerned?—A. The schedule of allotments to which I alluded had already been approved prior to my visit here. I refer to the twenty-two allotments that had been approved, and, as I learn from the testimony here, had been logged upon during the winter before.

Q. But I understood you to say that the Commissioner informed you at the Department that none of these prior allotments would be—A. None of the prior selections.

Q. None of the prior selections, I mean, would be allotted until after the special agent had been appointed?—A. Yes, sir.

Q. These at that time had been all allotted?—A. They had been allotted and approved, and patented, I assume, for that matter. But they were not taken into consideration at all, because—

Q. They had passed beyond the Department?—A. They had been concluded.

Q. By having already been approved and selected. The approval of these subsequently was made under the Dawes act, was it not?—A. No, sir.

Q. By the special agent?—A. The special agent had never reviewed them, and has not to this day; as stated in the letter of the Commissioner, they were not to be patented, but would be re-allotted under the Dawes act; that they had been induced to approve these and to have

the President approve them so that the Indians might contract for their timber during the winter.

Q. As I understand, then, those never been have in fact allotted under the Dawes act proper?—A. No, sir.

Q. But they were simply approved by the special agent and subsequently approved by the Department?—A. They never were approved by the special agent; they never have been considered by the special agent at all.

Q. The sixty-seven contract spoken of?—A. Yes, sir; they have never been considered by the special agent.

Q. How did the Department obtain the information upon which to make these allotments?—A. A schedule was sent forward by Agent Gregory as having been previously selected, I suppose; and in order to enable the Indians to sell their timber they had really suspended the rule which they had promulgated in relation to this matter, and permitted the selection of these lands to be approved under the treaty. So I was informed by the Department.

Q. Was not Wall out there?—A. Not on the Flambeau; he has never been engaged on the Flambeau or Lac Court Oreille.

Q. Nor on the Bad River?—A. Yes; on Bad River and Fond du Lac.

Q. What would be the effect if they were not approved by the special agent when he took them into consideration?—A. I think there would be a confusion which it would be beyond my ability to unravel.

Q. You have, in these several matters to which you have alluded and which you have been interested in, appeared both for the contractors and the Indians, in their interest, have you not?—A. No, sir; not in the case of these latter cases. They have nothing to do with the contractors; I was just acting on behalf of the Indian claimants. In former contests I was acting on behalf of the Calligan Brothers and the Indian claimant also.

Q. You were acting for Early, Henry, and McDonald?—A. I simply was requested to furnish information to those gentlemen respecting the status of these lands, and to give them such advice as I deemed proper in relation to the propriety of undertaking to make contracts.

Q. In other words, you wanted to get information from the Department as to what allotments had been made, and furnish that information to those men so that they could go on and make contracts?—A. My first purpose was to obtain information so that in my office I would be able to furnish it to anybody and everybody. In the case of these gentlemen, I made this trip to Washington in their interest, not alone for the interest of the Indians. I came to see about the status of certain railroad lands, which, under the decision of the Secretary of the Interior, many people had thought might be entered and located, and which were within the indemnity limits of these grants. It was to procure this general information that I made this trip.

Q. You did not feel that there was any inconsistency in your representing both interests, that they were not antagonistic at that time?—A. In this instance I did not think there was any conflict between the two interests and in procuring light and information which I could furnish to both.

Q. And you thought it was perfectly proper to ascertain what was allotted to the particular Indian, and give that information to the contractor so that he could contract with the Indian in accordance, as far as possible, with the rules of the Department?—A. Yes; it was my

purpose to furnish information such as I had to anybody and everybody who might apply for it.

Q. If you had thought that was injurious to the Indian to allow him to contract, based upon the fact that allotments had been made in the way in which they were made at the time, would you not have called the attention of the Department to it?—A. I did not think at that time that the Departments were in default, except so far as they were obliged to be. They had appointed no special agent, and could go no farther than they had already gone. But I advised these persons not to enter upon contracts until such time as they knew the special agent had been there and performed his duty, and these persons had some title to their land. Of course the knowledge of the fact of these sixty-seven approvals came to me too late to give any advice to anybody, because it was after contracting was all over, and these persons in some instances had gone counter to my advice. Mr. Early, for instance, and Mr. Henry had gone on and made contracts, notwithstanding the advice which I had given them.

Q. It was usual at all times, was it not, for these contracts to be made with the Indians, and has been usual for years past, prior to the time when they were really approved by the agent, but they were not valid until after approval?—A. I am not familiar with what transpired prior to the fall of 1886. My observation is confined entirely to the period from 1886 forward, except as I have learned from the testimony here.

Q. It is, of course, only your personal information I am asking for. These contracts that had been made by the Indians would not be valid until approved by the farmer and agent, and subsequently by the Department, would they?—A. I should say not. It so appears upon the face of the contracts themselves.

Q. Those are the rules of the Department, are they?—A. Yes; those are the rules of the Department.

Q. So that these men in making the contracts in July or August last assumed the risk of approval or disapproval?—A. Yes, sir.

The committee adjourned to 10.30 o'clock to-morrow, Friday, August 3, 1888.

WASHINGTON, D. C., *Friday, August 3, 1888.*

The select committee met pursuant to adjournment.

Present: Senators Chandler (chairman) and Cullom.

No member of the minority being present at 11.30 the committee adjourned to 10.30 a. m. to-morrow, Saturday, August 4, 1888.

WASHINGTON, D. C., *Saturday, August 4, 1888.*

The select committee met pursuant to adjournment.

Present: Senators Chandler (chairman), Platt, and Cullom.

No member of the minority being present at 12 m. the committee adjourned to meet upon call of the chairman.

FRIDAY, *December 14, 1888.*

The committee met pursuant to the call of the chairman at 10.30 o'clock a. m.

Present: Senators Chandler (chairman), Cullom, and Blackburn.

TESTIMONY OF HON. JOHN H. OBERLY.

JOHN H. OBERLY, sworn and examined.

By the CHAIRMAN:

Q. State when you were appointed Commissioner of Indian Affairs.—
A. I entered the office on the 10th of October, 1888.

Q. Are you familiar with the printed proceedings of this committee?—
A. I am not. I have only had an opportunity to hastily look through the volume, but without reading or digesting any of the matter contained in it.

Q. Did you receive a letter, dated the 12th instant, from the chairman of this committee, requesting you to attend this morning and to give information concerning the subjects heretofore under investigation by this committee, particularly concerning the action of the President, Secretary of the Interior, and the Commissioner of Indian Affairs, since July 1, 1888, together with copies of all decisions, orders, and correspondence?—A. I did receive such a notice yesterday afternoon.

Q. State whether or not you are prepared to furnish the committee with any of the information called for by that letter.—A. I am not prepared to furnish the committee with any of the copies requested in the letter of the chairman, that letter having been received by me too late for the necessary action in procuring such copies. I am informed by the head of the division in charge of the matters under investigation that it will require probably a week to prepare the copies that are desired. In order to give the committee some idea of the action that has been taken since July 1 (the date named in the notice to appear), I have had the record examined and have ascertained what action has been taken on the matter since that date.

Q. Have you prepared a memorandum showing what that action has been?—A. I have.

Q. Are you willing to submit that memorandum to the committee as showing what the action of the office has been?—A. I am willing to submit it, but if there is to be a subsequent hearing it would probably be more satisfactory to the committee and to myself to submit that memorandum at the time of that subsequent hearing in connection with the documents referred to in it.

(The paper was shown to the committee, but reserved from the record.)

Q. The memorandum having been informally submitted to the members of the committee, I now have to request that you will prepare copies of all the papers and correspondence on file in your department covering the points of inquiry suggested and produce it to the committee.—A. Having made reference to a new form of contract to be prepared for timber cutting, I shall, with the consent of the committee, submit at the next hearing the form of contract which is now and has been for years in use.

Q. Is Mr. James T. Gregory still acting as Indian agent?—A. He is.

Q. Has his resignation ever been accepted?—A. Concerning that matter I have no information.

Q. Had you any knowledge of the nomination of Mr. William Rusler as his successor before it took place?—A. I had not.

Q. Was such nomination in fact made to the Senate yesterday?—A. It appears by the Congressional Record that it was.

THURSDAY, *January 10, 1889.*

The select committee met, pursuant to the call of the chairman, at 10.30 o'clock a. m.

Present, Senators Chandler (the chairman), Cullom, Blackburn, and Faulkner.

TESTIMONY OF HON. JOHN H. OBERLY—Continued.

JOHN H. OBERLY, recalled and further examined.

By the CHAIRMAN:

Q. Have you read your testimony as given at a previous hearing?—A. I have.

Q. And do you find the proof to be correct?—A. Yes, sir.

Q. You may look upon the printed copies that are before you in proofs, and state whether or not the originals were copied from your office?—A. A copy of this proof having been furnished to me at the office, I casually examined it and submitted it to clerks in the office to be compared with the originals. To the best of my knowledge and belief this printed matter is from copies of original documents furnished by me to the persons supplied by this committee to make copies of those documents in my office.

Q. And the proofs are now being compared with the originals in your office?—A. They are.

Q. State, if you please, whether the order that is there observed is the order in which you desire to have the documents submitted, as giving, as nearly as practicable, a continuous history of the transactions of your office since you became Commissioner?—A. I desired to furnish them in the consecutive order of their dates, and in that way expected to give a continuous history of the transactions under investigation, so far as these papers relate to those transactions.

Q. Then if the matter in the proofs, after being corrected in your office, is printed in this order, it will be as you desire to present it to the committee?—A. It will.

Q. It appears that on December 1, 1888, you addressed the Secretary of the Interior in reference to your instructions of October 29, 1888, to Agent Gregory, in reference to the cases where contractors were prevented from completing their contracts by reason of office telegram of March 13, 1888, and that you submitted to the Secretary lists of uncompleted contracts with Joseph Allen and certain other contractors, and asked the instructions of the Secretary, which instructions were given December 3, 1888, authorizing the renewal of these contracts which had not been completed; and it appears you gave authority to the agents to allow those renewals. You may state whether or not these contracts have been renewed and the result reported to you.—A. A number of contracts have been renewed and reported to me. Upon a number of them I have acted, and have approved renewals in the case of those in which the contract price was not less than \$2.25 per thousand.

Q. The net result to the Indians?—A. Yes; \$2.25, and going as high as \$3. I have refused, so far, to approve any contracts for less than \$2.25 per thousand.

Q. State as well as you can generally the number of contracts which you have approved and the number that have come to you and which yet remain to be acted upon.—A. I can not recollect the exact number. I have probably approved eight contracts of one party, and have refused to approve four or five contracts of the same party. But this is only a general statement, because my recollection upon that matter is not accurate.

Q. Besides this small number of contracts which you mention, have you other renewed contracts awaiting your action?—A. I was informed this morning by the chief of the land division, or by a clerk in the land division, that there were a number of other renewals of contracts awaiting my action that have not yet been submitted. They are being examined in the land division, and will be submitted as soon as their examination has been completed.

The CHAIRMAN. I have to request that you will furnish a memorandum of the contracts which you have approved as soon as it may be convenient for you.

The WITNESS. I will do so.

Q. I find among the documents you submitted a statement headed, "Totals of pine cut on reservation, La Pointe Agency, Wis., during the season of 1887-88," which gives the number of contracts, number of feet, the total amount of the contracts, and other statistics; and that is followed by a detailed statement, from each reservation, of the pine cut, long and full tables. Have you examined this table and those statements?—A. I have never examined the small table and compared it with the large table. When I directed the preparation of this table I ascertained that it could be prepared only with great difficulty in the land division. Mr. Hindmarsh, who had had charge of that kind of work in the office, had, before I became Indian Commissioner, resigned, and it was in charge of a person unfamiliar with it. The table was consequently prepared with great difficulty. I, however, took care to have as accurate a statement as possible. But I can not say that it is an absolutely accurate table, though my opinion is that it is accurate according to the records of the office.

Q. The details given at length appear to correspond with the totals as given under the head, as stated by me. For instance, here is the first recapitulation on the Flambeau, which gives 28,991,410 as the number of feet, and that corresponds to the 28,991,410 feet in this heading; so that apparently these full tables are an extension of this condensation.—A. This table is intended, as I understand it, to be a detailed statement of this aggregated statement of cuttings.

Q. Then if this statement is correct, there was cut on the reservations during the season of 1887-'88 (that is, last winter), under 731 contracts, 190,206,080 feet?—A. If that table is correct, that is the number of feet that were cut.

Q. And the contracts which you have, under the direction of the Secretary, authorized to be renewed are the uncompleted contracts of the 731?—A. I understand that to be the fact.

Q. State whether or not any one of those 731 contracts, under which 190,206,080 feet of pine timber were cut last winter, were approved by the Commissioner of Indian Affairs?—A. My recollection is that none of them were approved; but I would like to make a more careful in-

vestigation of the records of the land division before I give that as a positive answer.

Q. Have you any knowledge that any one of the 731 contracts was ever approved by the Commissioner of Indian Affairs?—A. I have not.

Q. On page 6 of the testimony taken in the course of this investigation appears a copy of the contract, the last clause of which provided that the contract shall be binding only after having the approval indorsed thereon of the Commissioner of Indian Affairs. Are you not aware that every one of these 731 contracts had that clause upon its face?—A. I am.

Q. And you have no reason to suppose, according to your present information and belief, that any one of these 731 contracts ever had the approval of the Commissioner of Indian Affairs?—A. That is my present information on the subject; but, as I said before, I do not wish that to be given as a positive answer until I have further examined the matter.

Q. That is quite a natural and proper reservation, and you will be kind enough to verify it or correct your impression. Now, if that is so, then the action that you have taken as Commissioner with reference to timber contracts in the La Pointe Agency has been to authorize the completion of a remnant of those 731 contracts, in order that they might be carried out this winter, when no one of the original contracts was ever approved by the Commissioner.—A. That action was for this purpose: These contracts, having been made and forwarded to the office of the Commissioner of Indian Affairs (before I became Commissioner), the parties to the contracts were permitted to commence operations under the contracts; and, as I understand it, without reference to any knowledge of the approval of the contracts. It appears that, by a telegram from the Indian Office, dated March 13, 1888, as I recollect now, operations under these contracts were stopped; and the renewal of the contracts was for the purpose of permitting the parties who had commenced work under them to complete them, directions being given that no work should be done under them until the renewed contracts or the conditional contracts had been made, had been forwarded, and had been approved, and notice of this action had been given to the agent.

Q. Those facts appear, as I understand, from the copies that you have already put in evidence?—A. Yes, sir.

Q. The conditions and limitations of the renewals of the contracts that followed the renewals?—A. Yes, sir.

Q. The point to which I wish to call your attention is whether, when you authorized those renewals, you knew as to the contracts which you were authorizing the completion of—although each one of them had on its face a condition that it should not be valid and binding until approved by the Commissioner of Indian Affairs—that not one of them had ever in fact been approved by the Commissioner of Indian Affairs?—A. But the intention in this matter is to approve these contracts which remain awaiting approval. The contracts were never completed. The operations under them had been commenced irregularly, it seems; but work under them had not been completed, and the contracts are awaiting approval. Now, it was determined that when work had been commenced under a contract which was made upon an allotment whether the contract had been approved or not, that the contractor might complete that contract, the contract being approved for that purpose.

Q. And without reference to the question whether the original contract had been formally approved or not?—A. The original contract is to be approved when the supplementary contract is approved.

Q. Undoubtedly the approval of the supplementary contract operates as an approval of the original contract; but as to all the 731 contracts which have been already executed there is no approval, and has been no approval at any time, as I understand?—A. Not as I understand it; but of that number, 731 contracts, there is only a small number that can be approved and can be renewed.

Q. I understand; it is only a remnant.—A. It is only a remnant.

Q. The others have all been executed, and these which you authorized the renewal of were partially executed without any approval by the Commissioner?—A. All the others have not been executed, I think, because work was stopped upon all contracts by the order of March 13, 1888, and renewals permitted upon only those that were upon allotments absolutely made and approved by the President.

Q. We understand that. I am not now asking you about the new conditions and limitations imposed by you and the precautions which you took by direction of the Secretary in authorizing the renewal of these uncompleted contracts, but I am seeking to find out whether or not you and the Secretary authorized these renewals in full view of the fact that none of the original contracts had ever been approved in accordance with this clause on the face of them?—A. Permit me to say that I can not see what the approval of these contracts has to do with the fact that other contracts that were not connected with them were not approved. They were not approved, and they will not be approved, because they were not in regular form, or were not upon allotments approved by the President. But upon these, the determination was to approve the uncompleted contracts which were awaiting approval.

Q. When they were renewed by the parties who made them?—A. When they were renewed. I knew that certain of these contracts, for instance, had never been approved; but it appears to me to be my duty either to approve them or disapprove them, and now I am proceeding to approve or disapprove those very contracts that were stopped by an order.

Q. That is, all such of them that were not completed last winter?—A. Not completed last winter.

Q. And all that were operated last winter you let alone, so far as formal approval was concerned?—A. I understand that none were approved last winter.

Q. None of these 731?—A. I will not say that; but my opinion is that they were not, because the contracts were very indefinite contracts, and always have been so in the Indian Office.

Q. You know that 190,000,000 feet of timber, in round numbers, was cut under these 731 contracts, no one of which was ever approved?—A. Yes, sir.

Q. And yet you understand that none of the 731 contracts was ever completed or executed?—A. That is my impression, because the contracts were worded in such a way as to authorize all the contractors to cut all the timber on an allotment, excepting such as was especially reserved. Whether any contract was completed, in that sense, I do not know.

Q. Then, as I understand you, this process which you have adopted of authorizing the renewal of unexecuted contracts, with the new conditions and limitations which you have imposed, may extend possibly to the whole of the 731 contracts?—A. No, sir.

Q. What proportion of the 731 have you ascertained are uncompleted, within the sense of this new determination of yours, and how

many of them are completed?—A. I can not tell you now, because I have never made any investigation of that question.

Q. I understood you to say that none of the 731, to your knowledge, were absolutely and finally completed?—A. To my knowledge, none. They may have been, you know, and I not know it.

Q. If they were all uncompleted, not finished *in toto*, then your renewal process may come in time to apply to the whole of the 731?—A. It would apply to every contract that had been stopped by that order before completion, and which was upon an allotment approved by the President.

Q. Now I want to get at your impression, if you have any, as to what proportion of the 731 contracts were uncompleted upon approved allotments, and which, therefore, may be renewed by you as the result of the recent decision of the Department; whether one-half or one-third?—A. I can not tell you that now. My impression is that a great deal more than half was, but I can not speak with any definite information on that subject at this time.

By Senator FAULKNER :

Q. More than half was which way?—A. My impression is that they were completed under the general provisions of the contract; the specified number of feet were cut.

By the CHAIRMAN :

Q. You speak of uncompleted contracts; do you determine whether a contract was uncompleted after receiving a statement from the contractor by inquiring whether or not the number of feet mentioned in the contract had been cut, or by inquiring whether there is any more timber left on the land suitable for cutting?—A. That is one of the questions that have come to my mind since I have been called before this committee, and I am unable to determine what I will ask for in that regard. I understand the contract, according to the old form, to be made for a certain number of feet, more or less, and then a condition is attached afterwards that makes the quantity cover the whole amount of timber that might be cut from the allotment.

Q. You are beginning to study the intricacies of these original contracts?—A. I am, indeed. And here I desire to say that it is so difficult a question and covers so much ground that I am unprepared to give the definite statements concerning it that I would like to, and could, with more time.

Q. I refer to the letter of November 21, 1888, from Eau Claire, Wis., signed by A. M. Sherman, in which he gives a list of his contracts, and I find that this letter is in the same language (making the necessary changes) as all of the letters of the contractors asking to have their unexecuted contracts renewed. I find also that Mr. Sherman in this letter (as well as the other persons in their letters) states, after stating that he commenced logging by virtue of his contract, approved by the Indian agent and by the honorable Commissioner of Indian Affairs. That statement is in Sherman's letter, and also in all the letters. Now do you understand that to be a true or a false statement?—A. I understand Mr. Sherman to say there that that is his understanding of the matter.

Q. He says, and each contractor says, he understands it. Do you understand that instead of their being approved by the Commissioner of Indian Affairs, none of them in fact had any approval from the Commissioner of Indian Affairs?—A. So far as my information goes now, I understand that to be the fact. But, as I said before, I will

verify my impression concerning that, and if it is incorrect I will let you know—with your permission.

Q. Certainly. And if your investigation verifies your impression, then that statement in the letter of each one of these contractors is a mistake?—A. Is a mistake.

Q. I would like you to put before this committee, more specifically than you have done in these copies, the information you have concerning the number of allotments which have been approved by the President since you became Commissioner. Can you give any information from memory?

The WITNESS. Do you mean by the allotment act?

The CHAIRMAN. Any allotment, under either the treaty or act, upon these reservations. Have you any recollection?

A. My information is that the President has approved none since I became Commissioner.

Q. Do you understand that the approvals are made as the direct personal act of the President, by his own signature, when they are made?—A. That is my understanding.

Q. And none have been made since you were Commissioner?—A. No allotments have been made.

Q. No approvals have been made?—A. No approvals have been made by the President.

Q. Then the action which you are now taking, in renewing these contracts only upon approved allotments, is taken with reference solely to approvals made by the President before you came into office?—A. Solely; yes, sir.

Q. Will you be kind enough to look and see what allotments have in fact been approved by the President since the first Monday in December, 1887, and furnish a memoranda of the same, with the date of the President's signature?—A. I will.

By Senator FAULKNER:

Q. Mr. Commissioner, are you certain that a number of those contracts for the cutting of timber upon allotments approved by the President for the season of 1887-'88 were not approved subsequent to the time when the cutting commenced on the reservation and during the latter part of last winter?

The WITNESS. Approved by the Commissioner?

Senator FAULKNER. Yes.

A. I am not certain. As I stated before, I have no accurate information on that subject, but my impression is that no contracts were approved. This is a new matter to me, and I have not investigated it thoroughly enough to give a definite answer upon that matter.

Q. You can not state, then, whether or not that is so?—A. No; but I will make a note, and ascertain how many, if any, of the 731 contracts were approved by the Commissioner of Indian Affairs.

Q. As I understand, Mr. Commissioner, you do not intend, under the rules and regulations that you have established, to approve any contracts for the cutting of timber, except upon allotments which have been approved by the President?—A. I do not.

Q. And you can not give the number of contracts or the relative proportion of contracts in the 731 that are on allotments approved by the President?—A. I can not, now.

Q. Will you state as fully as you can the considerations which induced you, as Commissioner of Indian Affairs, to renew these contracts, partially completed on allotments which have been approved by the

President?—A. My sole consideration was this: I was instructed by the Secretary of the Interior to do so. He gave me in several communications, here submitted, definite instructions as to the manner of proceeding to do that thing which he directed to be done. After proceeding to carry out his orders I ascertained several facts, now absent from my memory, that made it difficult to comply with the directions given, and I consulted him and received thereafter certain further instructions from him.

Q. In writing?—A. All in writing; and I acted upon their authority and direction.

Q. Have you authorized the agent to submit any new or original contracts for the cutting during the present season?—A. I have prepared a new form of contract, and have authorized the agent to submit new contracts for approval upon that new form.

Q. At all the agencies?—A. At the La Pointe Agency.

Q. Have all those new contracts been considered?—A. I have considered none of them.

Q. Have they been submitted by the agent?—A. I do not know whether there are any in the office or not; if there are, they have not yet been submitted to me for consideration.

Q. Did you in any new rules or regulations prescribe a limited time within which those contracts should be sent forward by the agent to the office for approval?—A. They were all contracts for the present logging season; I do not remember the terms of them exactly. With the consent of the committee I will bring the contracts here, and that will be a better answer than I could give from memory.

Q. You do not remember, then, whether you prescribed any regulations within what time those contracts should be filed in your office for approval?—A. I think I required the agent in a general way—I think it was a definite requirement—to have these contracts in for consideration by the 1st of December. In one communication I directed him that way. Of course I do not like to answer about dates, and so forth, without referring to papers.

Senator FAULKNER. I will ask you then, Mr. Commissioner, to bring up the form of the new contract the first opportunity you have, the same to be filed with the committee.

Q. Can you remember the name of the contractor whose contract you approved when you spoke of having approved eight renewals?—A. I do not remember his name; I looked more particularly to whether the contract was in due form and whether the price was sufficient.

Q. As I understand from you, wherever the price was less than \$2.25 you have refused to approve?—A. Wherever the price was not over \$2 I have refused; and as a matter of fact that is wherever it was less than \$2.25.

Q. In approving or disapproving those contracts I suppose you take into consideration the quantity and character of the timber and all and every information you can derive from any source?—A. We required the agent to make a full statement of the facts in connection therewith. The average price obtained for timber last year was, as I remember it, \$2.25, and we required the agent to state definitely his reasons why a price, that seems to be a low price, is fixed at that; and sometimes he states that it is because of the distance of the timber from the river, and so forth, and the fact that it has once been cut over. Unless the reasons seem to be very conclusive and given upon accurate information obtained by the agent, I propose not to approve any that is not for more than \$2. But he is required to make a full statement of all

facts in connection with every contract that he makes—why the price is fixed at such a rate, and other facts.

Q. Have you, since you have been in office, received any communications or applications from the Indians themselves urging that these contracts be renewed or new contracts be made for the sale of their timber?

The WITNESS. Directly from Indians?

Senator FAULKNER. Yes; or through any agent authorized by them?

A. I do not remember that I have, but if I have, that is in this mass of correspondence that has been submitted to the committee.

Q. Have you approved any renewed contracts on any allotments owned by Indians who have entered any protest in reference to the matter?—A. I have not. The contracts that I have approved I have not allowed to go out of the office yet, because I want to be very particular in my action upon this matter, and I have been going about it very deliberately. It took me some time before I approved the contracts that I did approve, and then I concluded that before I gave notice of their approval or allowed them go out I would consider them a while longer; so that if there was anything about them that was not right, or I obtained any information that might give me cause to withhold them, I could do so. I concluded that when the time came for definite action it might be that I would not allow them to go out, or would modify my approval.

By the CHAIRMAN:

Q. I will ask you whether or not you understand that you have authorized not only the renewals of old contracts, of which you speak, but the execution of new contracts by the Indians, under your new form?—A. I have not.

Q. I mean authorized the agent to send them forward?—A. I have directed him that if it is desired to make any such, he shall permit the application and contract to be made according to the new form and forwarded for consideration.

Q. Have you or not authorized, either directly or indirectly, the cutting of any timber under any such new contract before its approval by the Indian Office?—A. I have expressly directed that no such cutting shall take place before approval of contract and notification of approval has been given; and I have never, by any indirect authority, authorized the agent to permit cutting to be commenced upon any contract that he might have supposed would be approved.

Q. Then if any cutting is now taking place it is without authority?—A. Absolutely without authority and against a direct order.

Q. And if any cutting takes place this winter, except in pursuance of orders hereafter to be given by you, it will be without authority?—

A. Without authority, and in disobedience of orders to the contrary.

The committee adjourned to meet at the call of the chairman.

Petition of members of Lac de Flambeau band to the Indian Commissioner.

LAC DE FLAMBEAU INDIAN RESERVATION, July 5, 1888.

To the Hon. Secretary of the Interior and the Hon. Commissioner of Indian Affairs:

Your petitioners respectfully represent that they are members of the Lac de Flambeau bands of Chippewa Indians, and reside on their reservation in the northern part of the State of Wisconsin; that they desire a fair and just allotment in severalty of the lands in their reservation, so that each full-blooded Indian eighteen years of age and over entitled to the same shall receive 80 acres, or a just share of land, and

after such allotment, and not before, they desire that their half-breed relations shall receive allotments; that the person who is now acting as farmer to the Indians on said reservation is not acting in the interests of the Indians; that said farmer has assumed to make allotments contrary to the expressed wishes of your petitioners and all those interested therein, to the number of 200 and more, in such large tracts and in a manner so partial that in all probability not more than one-half of the Indians entitled thereto will receive lands; that if the lands were properly and judiciously allotted the Indians on said reservation entitled to allotments might all be supplied with lands. That the allotments made as above stated were evidently made in the interests of certain persons who are logging on the reservation, and efforts are uniformly made to secure to such persons the timber on these allotments. Your petitioners desire that the allotments assumed to be made by said farmer may be set aside; that new and impartial allotments may be made on a basis which will best subserve the interests of the Indians; that the lines may be properly and carefully run through the lands heretofore allotted; and as it has been reported that trespasses have been committed on these lands we desire that proper measures be taken to ascertain the nature and extent of such trespasses and to recover damages therefor.

We further ask that the present farmer be removed, and that one be appointed who will look after the interests of the Indians, and not act in the interests of white traders and contractors, whose sole object is to make money out of us, regardless of the means employed.

Your petitioners further represent that white men have built a dam at the outlet of Sugar Bush Lake, in township 41 north, range 4 east, on the reservation, and we should be paid for the timber taken for that purpose, and for such damages as may have resulted from the erection of said dam.

We further represent that the school teacher employed on the reservation is inefficient, and a new and better female teacher should be appointed.

We further represent that a certain dancing hall established on the reservation, and conducted by one Blanchard and others, is a cause of great injury to the inhabitants; that we complained some time since to Special Agent Markham of this nuisance, but no attention has been paid to our complaint. We desire the removal of this institution from our midst.

We further represent that the two store-keepers on the reservation, Cosgrove and Sherman, charge us exorbitant prices for goods and supplies, and do not pay us fair prices for our logs, often refusing to pay us even what they agreed to pay; that we have complained to Special Agent Markham about the unjust conduct and extortions of these store-keepers, but without avail. We therefore desire their removal from the reservation, feeling that we have been too long at the mercy of contractors and speculators.

[The foregoing was signed (by mark) by the following Indians, and the mark witnessed by J. C. Curran].

Wau-be-scib-inese.	Mengo.	Cho-go-he-oh.
Ka-ka-konée.	Sam-wa-ko-wan-oshe.	O-ge-ruaw-gi-jig.
Te-Cum-be-nese.	Wim-bashe.	Me-me-no-she.
Quinjush.	Ne-be-in-an-she.	Che-o-que-gwan.
Mone-mage.	We-met-a-go-she.	Coo-kiss.
Nac-wybe-tunk.	Ma-lent-a-gine-a-binibe.	Sha-wa-osh.
Mus-ka-noshe.	Gin-go-gish.	Pune-osh.
Ne-cum-e-set.	Na-gone-on-she.	Mec-come-eio.
Muck-way-oshe.	Ne-gone-e-gish.	Gee-dee.
Ne be-a-she.	Ko-ko-konce.	Me-non-e-guet.
Ka-wo-she.	Samer-way.	Na-po-pence.
Nen-i-juan.	Ine-way-way-o-she.	Ta-ta-bon-e-weke.
Ma-che-que.	Ine-ie-meke-gi-jig.	Pon-e-wo-kwe.
Saw-gutche-way-gises.	In-e-we-ga-bein.	Je-je-twence.
Saw-way.	Sen-e-ke-gum.	Jim-gwa-ne-kwet.
Cow-e-ti-aushe.	Wa-we-a-ji-jig.	Me-gua-gun.
Na-she-we-we-tunk.	Ka-ha-be-se-dunk.	Ke-tecke-wa-bi-tunk.
Shin-quawk.	Pam-e-gum-a-bee.	Sche-mon.
Eu-e-waw-be.	Pit-che-gi-jig.	Saw-ge-maw.
No-to-no-be-nise.	Kis-e-gi-gi-jig.	We-shock.
Mus-que-gish-wahie.	Aw-wan.	Na-gon-e-be-kwe.
Oge-ma-i-egish.	O-yos-e-gi-jig.	A-kwa-gen-o-kwe.
Me-Kis-e-we-gish.	Na-wa-nock-way.	Jen-e-gon-hie.
Wy-an-kwagish.	Ka-kwa-to-she.	Oge-man-que-we-sence.
Mon-once.	Mes-su-bee.	Henry Gereith.
Johuimeigish.	Me-che-on-e-gut.	Kaw-kwa-we-sence.
Quimgush No. 2.	Pim-wa-wa-gi-jig.	Man-ta-kwa.
Me-chuc-quine-biense.	Waw-shusk.	We-met-e-go-she-e-qua.
Musk-ke-wyon-cey.	Jim-ish.	Chin-goo-in-ocqua.

Pash-en-equa.	Chin-gaw-en-o-kwe.	Wah-ben-is-e-gishe-kwo.
Aemdee.	Waw-en-e-kwe.	Bam-e-cum-e-go-kwe.
Pish-i-kance.	Saw-gatch-e-way-is-e-kwe	Waw-quaw-cum-e-gish-e-
Mi-gi-mis-ans.	Saw-we-sgaw-in-o-kwe.	kwe.
Bom-ese-go-kwe	Ta-we-is-e-go-kwe.	Mac-cut-e-a-cum-a-kwe.
Kaw-ka-kway.	Saw-gut-e-way-sa-kwe.	Nesk-kos-in-o-kwe.
Waw-we-way-oshe.	She-koch.	She-gin-a-oshe.
Men-de-may-on.	Ne-gone-ob-en-o-kwe.	Aw-mutch-away.
Man-e-tow-quesince.	O-waw-e-guet-to-kwa.	Mes-e-was-in-o-kwe.
Sonce-way.	Pe-was-en-o-kwe.	Bob-e-washe.
Aw-she-wak-cum-e-go-kwe.	Wa-way-kwa-is-e-go-kwe.	Caben.
Pa-she-ge-she-kwe-go-kwe.	Magette.	O-ge-mock-kevey.
In-de-so-gish-e-gi-kwe.	Teb-is-ko-gis-e-go-kwe.	A-a-kway.
O-gi-he-gi-jig.	Pen-use-gis-e-go-kwe.	Pen-de-pay-oshe.
Co-gan-be-gi-kwe.	Me-shuk-quele-gis-e-go-	Kwe-cows-in-okwe.
Co-ha-osen-o-kwe.	kwe.	Pe-tonce.
Pet-che-ji-jig.	Magitte No. 2.	To-to-tone.
Billey Barlow.	E-kwa-wish.	Pe-son-e-gi-jig-o-kwe.
Waw-shaw.	O-ge-mock-way.	Cho-e-gi-jig-e-go-kwe.
Mo-since.	Gu-aw-kwi-tche-guan.	Kwe-ki-cut-kwe.
Kew-kun-e-go-kwe.	Ne-bin-a-gi-jig.	An-she-e-nuck-cum-e-go-
Ke-we-o-te-cum-e-go-kwe.	Saw-we-ska-gi-jig.	kwe.
Pen-e-se-qa.	Me-met-e-goshe No. 2.	Joe.
O-she-she-to-ash-in-akwe.	We-she-on-e-guet.	Che-ten-o-ten-o-kwe.
Ke-was-en-o-qa-go-kwe.	Ma-che-que.	Pug-in-anse-o-kwe.
Pa-she-o-go-ashe.	Me-met-e-goshe No. 3.	We-met-e-go-she.
Cow-ance.	Gin-go-gis-e-go-kwe.	Ne-gone-oshe.
Waw-we-a-gi-jig.	Ne-watch-e-gi-jig.	Men-dome-nis.
Waw-bik.	Mis-squaw-we-gi-jig.	O-chit-chop.
Man-e-tonce.	Ne-o-gish-e-go-kwe.	Charley Kietly.
Ne-watch-e-gi-jig-go-kwe.	Ne-ben-a-ish-e-go-kwa.	John-e-ma-ji-jig.
We-sho.	She-she-ship.	Dog-an-she.
Waw-shusk.	Mar-che-e-cum-e-go-kwe.	Bob-e-tosh.
O-te-buse-gi-jig.	Che-chwe-ence.	William.
Pa-bunny-oshe.	Misaka-an-a-ashe No. 2.	Ea-kaw-gi-jig.
O-ge-man-way-was-en-o-	She-be-o-se-in-o-kwe.	Ne-gone-gan-bie.
kwe.	Man-e-to-be-nis-se-kwe.	Ka-ke-wag-gon-abie.
Ta-gue-a-gua.	Men-do-men.	Ka-be-gab-be-tunk.
I-osh-we-go-kwe.	Ke-we-ti-o-se-ino-kwe.	Ne-gone-gi-jig.
Pas-shon-e-gut-o-kwen.	Men-e-anse.	Pe-saw-gos-sund.
Pa-gok-gise-go-kwe.	O-go-was-en-o-kwe.	Henry Lynch.
Ke-hi-as-in-okwe.	Ellen Knoe-waytehunk.	Now-woc-wabe.
Pawe-e-in-sui-bi.	Pen-use-a-gish-e-go-kwe.	Ma-d-wa-ya-seng.
Pe-qua-guet.	A-la-gua-kwa.	Was-a-qua-na-bie.
Pe-tos-en-okwe.	She-on-e-cut-o-kwe.	O-ge-ma-ge-to-kewa.
Ma-she-en-on-o-kwe.	Ka-ka-to-gi-jig.	Wa-she-o-keocca.
Hob-er-tos-en-o-kwe.	O-ke-wance.	Sa-kos-e-akway.
Saw-wis-saw-es-en-o-kwe.		

The Acting Commissioner to the Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 19, 1888.

SIR: The Indian appropriation act for the current fiscal year (Public No. 162) contains a paragraph appropriating \$10,000, "to enable the President to complete the work already undertaken and commenced under the third section of the act of February 8, 1887, entitled, 'An act to provide for the allotment of lands in severalty to Indians on the various reservations, and to extend the protection of the laws of the United States and the Territories over the Indians, and for other purposes,' including the necessary clerical work incident thereto in the field and in the Office of Indian Affairs, and the delivery to the Indians entitled thereunder of the trust patents authorized under said act."

The next paragraph appropriates the sum of \$30,000 to enable the President, under said act of February 8, 1887, to cause "such Indian reservations as in his judgment are advantageous for agricultural and grazing purposes to be surveyed, or resurveyed, for the purposes of said act, and to complete the allotment of the same, including the necessary clerical work incident thereto in the field and in the Office of Indian Affairs, and delivery of trust patents, so far as allotments shall have been selected under said act.

"And no allotments shall be ordered or commenced upon any reservation unless the allotments upon such reservation so selected and the delivery of trust patents therein can be completed under this appropriation."

This restriction clearly applies to the appropriation of \$30,000 only, and not to the appropriation of \$10,000 which is for the completion of the work already undertaken and commenced.

Allotments have been commenced, but not completed, on the Crow Reservation in Montana, the Winnebago in Nebraska, the Siletz in Oregon, the Yankton in Dakota, the Pottawatomie and Absentee Shawnee, the Wyandotte, the Seneca, and the Eastern Shawnee in the Indian Territory and the Fond du Lac in Minnesota.

It will be wholly impossible to complete these allotments with the sum of \$10,000.

From the most careful and lowest estimate that I am able to make the sum of at least \$22,620 will be required for the purpose, as follows:

Crow, Mont. (2 seasons)	\$5,500
Winnebago, Nebr.....	2,350
Siletz, Oregon (2 seasons).....	4,500
Yankton, Dak. (2 seasons)	4,500
Pottawatomie and Shawnee, Ind. T	3,750
Wyandotte, Seneca, and Shawnee, Ind. T.....	1,000
Fond du Lac, Minn	1,020
Total	22,620

Under the act of February 8, 1887, the Indians can not be compelled to take their allotments until the expiration of four years from the date of the President's order directing the same.

On two or more of the above-named reservations there are a number of Indians opposed to allotments, and who will not make their selections until compelled to do so.

Allotments on those reservations can not be completed within the time during which the appropriation is available.

It is estimated that the appropriation is sufficient to keep six special agents in the field until, say, the 1st of December next, when work in the field, except in the Indian Territory, must cease on account of the weather, and to complete the work in the Indian Territory so far as the Indians will accept allotment.

It is important that the work be continued on all of these reservations, with the possible exception of the Fond du Lac. To abandon it would cause the Indians, particularly the Crows and Winnebagoes, to become unsettled and distrustful of the purposes of the Government, and to lose confidence in its promises.

The small portions among the Shawnees opposed to allotment would become convinced that the Government had abandoned the severalty policy and would be strengthened in their opposition.

For these reasons I am of the opinion that the work already undertaken and commenced should be resumed at the earliest possible day and carried as near to completion as a careful and economical expenditure of the appropriation will permit.

I am also of the opinion that the Committee on Appropriations of the Senate and the Committee on Indian Affairs of the House of Representatives should be advised of the insufficiency of the appropriation, and of the intention of the Department to expend the money appropriated, *pro tanto*, as judiciously and economically as possible.

Very respectfully, your obedient servant,

A. B. UPSHAW,
Acting Commissioner.

The honorable the SECRETARY OF THE INTERIOR.

The Secretary to the Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, July 31, 1888.

SIR: From the consideration which I have given the matter of sale of pine timber from the lands of Indians, I am satisfied that the regulations under which this important business has been conducted are not such as to secure to the Indians the full value of the timber cut and sold from their lands.

For the purpose of adopting proper regulations and making seasonable arrangements for the cutting of pine timber on Indian allotments, you are hereby directed to call upon the agent for the La Pointe Agency, Wis., to ascertain and report to your office in time for the information to reach you not later than August 25th next, the names of the Indians to whom lands have been allotted, and who are in possession of their patents therefor, who desire to dispose of the pine timber, or a portion thereof, from their patented tracts, the character, condition, and probable quantity of the timber upon each of such tracts, and whether it is desirable and for the best

interest of the respective Indian patentees that they should be allowed to dispose of their pine timber, and also whether as to any of said patented tracts the contracts made for cutting the timber therefrom last winter have not been completed, and if so, which of them; and whether it is desirable and proper that the completion of said contracts or arrangements, or any of them, during the coming winter should be permitted.

The agent should exercise care to prevent the Indian patentees from disposing of all of the timber from their allotments. Enough should be reserved for domestic and farm purposes.

No timber will be permitted to be cut and disposed of under any circumstances from any lands except the tracts which have been allotted to Indian in severalty, and for which the respective allottees have received their patents.

Immediately upon receipt of the information thus called for, it should be submitted to the Department for further instructions in regard thereto.

Very respectfully,

WM. F. VILAS,
Secretary

The COMMISSIONER OF INDIAN AFFAIRS.

The Acting Commissioner to James T Gregory.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 1, 1888.

SIR: I am in receipt of the following communication from the Secretary of the Interior, dated July 31, 1888:

"From the consideration which I have given the matter of sale of pine timber from the lands of Indians, I am satisfied that the regulations under which this important business has been conducted are not such as to secure to the Indians the full value of the timber cut and sold from their lands.

"For the purpose of adopting proper regulations and making seasonable arrangements for the cutting of pine timber on Indian allotments you are hereby directed to call upon the agent for the La Pointe Agency, Wisconsin, to ascertain and report to your office in time for the information to reach you not later than August 25th next the names of the Indians to whom lands have been allotted, and who are in possession of their patents therefor, who desire to dispose of the pine timber or a portion thereof from their patented tracts, the character, condition, and probable quantity of the timber upon each of such tracts, and whether it is desirable and for the best interest of the respective Indian patentees that they should be allowed to dispose of their pine timber, and also whether as to any of said patented tracts the contracts made for cutting the timber therefrom last winter have not been completed, and if so, which of them; and whether it is desirable and proper that the completion of said contracts or arrangements, or any of them, during the coming winter should be permitted.

"The agent should exercise care to prevent the Indian patentees from disposing of all of the timber from their allotments. Enough should be reserved for domestic and farm purposes.

"No timber will be permitted to be cut and disposed of under any circumstances from any lands except the tracts which have been allotted to Indian in severalty, and for which the respective allottees have received their patents."

You will make the investigation necessary to furnish the information called for above, and submit the same to this office at the earliest practicable date, and not later than the 25th of the present month.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

The Acting Commissioner to James T. Gregory.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 2, 1888.

SIR: Your communication, dated May 11, 1888, stating that you had been visited by a delegation of Bad River Indians, who requested you to write and ascertain whether they would be allowed to go to work at once, cut cord-wood, ties, cedar

posts, and telegraph poles, and dispose of them, having been referred to the Secretary of the Interior for his instructions in the premises, I am now in receipt of a communication from him, dated July 31, 1888, in which he instructs me to direct you "to permit any Indian to whom an allotment has been made, and who has received patent therefor, to cut cord-wood, ties, cedar posts, and telegraph poles from the small timber on their respective allotments, and dispose of the same if they desire to do so; the agent to exercise only such supervision over them in the matter as to see that they do the cutting and other work in connection therewith themselves, or entirely with Indian labor, and to see that the Indian patentees receive for such material the fair value thereof, and that they are not overreached or imposed upon by those to whom it is sold. Such cutting of materials will only be allowed upon lands which have been allotted to the Indians, and for which the allottees hold patents."

You will be governed strictly by these instructions, and if any Indians desire to avail themselves of the privilege granted, see that they are observed in every particular.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

The Secretary to the Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, August 4, 1888.

SIR: Referring to your communication of the 19th July in relation to the work of allotments upon certain Indian reservations therein mentioned, the work upon which is already begun, I have to advise you that the President has directed that the work of allotment be proceeded with upon the Crow Reservation in Montana and the Fond du Lac Reservation in Minnesota; and that Mr. Howard, the allotment agent who has heretofore been employed upon the Crow Reservation, be directed forthwith to resume work upon that reservation, and to prosecute it with the utmost diligence to completion, and that he be instructed that it is the expectation of the Department that he will be able to complete this work in a satisfactory manner at a cost of \$4,500, but not in any case to exceed \$5,000; and that Miss Fletcher, the allotment agent heretofore employed upon the Winnebago Reservation, be also directed to proceed with that work with the utmost diligence and in the expectation that it can be completed before the coming winter, and that the entire cost of completing that work should be limited to \$2,000; and that M. C. Connelly, the allotment agent heretofore employed upon the Siletz Reservation in Oregon, be directed to take up and complete the work upon the Fond du Lac Reservation in Minnesota, and that with proper diligence the work can be completed, in the opinion of the Department, before the coming winter and at a cost not to exceed \$900.

The draught of instructions submitted in your communication of the 29th June, one in relation to the Crow Reservation and the other to the Winnebago Reservation, is approved with the amendments above suggested, and with this suggestion, that the agents should be informed that the appropriation by Congress is made upon the expectation that this work will be promptly and diligently completed, and that no greater sums than those indicated can be allowed for the purpose.

Respectfully,

WM. F. VILAS,
Secretary.

The ACTING COMMISSIONER OF INDIAN AFFAIRS.

The Acting Commissioner to the Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 6, 1888.

SIR: Referring to your communication, dated August 4, 1888, I have the honor to submit herewith, for your approval, draught of instructions to Special Agent Connelly for his guidance in making allotments to the Indians on the Fond du Lac Reservation in Minnesota, as instructed in your said communication.

Very respectfully, your obedient servant,

A. B. UPSHAW,
Acting Commissioner.

The honorable the SECRETARY OF THE INTERIOR.

The Acting Commissioner to M. C. Connelly.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 6, 1888.

SIR: I am advised by the Secretary of the Interior, under date of August 4, 1888, that the President has directed that the work of making allotments in severalty to the Indians of the Fond du Lac Reservation, in Minnesota, be proceeded with, and that you be directed to take up and complete said work, which was authorized by the President June 30, 1887.

You will therefore immediately proceed to the La Pointe Agency, Ashland, Wis., and thence, after consultation with the agent, go to the Fond du Lac Reservation for the purpose stated.

The treaty with the Chippewas of Lake Superior and the Mississippi established certain reservations, including one for the Fond du Lac bands.

The third article of the treaty provided that the President might from time to time, at his discretion, cause the whole of these reservations, or any of them, to be surveyed, and might assign to each head of a family or single person over twenty-one years of age 80 acres of land for his or their separate use.

He was also authorized to issue patents therefor with such restrictions as to alienation as he might see fit to impose.

Under these provisions 40 patents have been issued, the land covered thereby being inalienable without the consent of the President.

Fifty-nine allotments have also been made and approved by the President for which no patents have been issued. During last winter Special Agent Wall made 173 allotments, but as they were not made in conformity with his instructions they have not been acted upon in this office.

The first section of the act of February 8, 1887, provides for allotments, as follows:

To each head of a family, one-quarter of a section; to each single person over eighteen years of age, one-eighth of a section; to each orphan child under eighteen years of age, one-eighth of a section; to each other single person under eighteen years living on the 8th of February, 1887, or born before the 30th of June, 1887, one-sixteenth of a section.

The ages of the allottees on the 30th of June, 1887 (the date of the President's order for making the allotments), determine the class to which they belong, and their ages should be given as of that date.

Where persons have had 80 acres allotted to them under the treaty, and are now entitled to a larger quantity, they may retain the original allotment and select an additional tract to make up the full quantity, receiving a separate patent for such additional tract, or they may have the original tract *re-allotted*, in which case a new patent will be issued for the entire selection, which will supersede the patent heretofore issued.

It is believed that this latter course will be best for the Indians, as each person will then hold all the land allotted to him by the same title, under the restrictions provided in section 5 of the act.

(1) You will allow the Indians to select their lands, heads of families selecting for themselves and their minor children.

(2) Selections for orphans will be made by yourself and the agent.

(3) Allotments should be made with reference to the best interests of the Indians, the choice portions of the reservation to be given them, and care taken to see that they have every possible advantage which the reservation affords. Each allotment should contain some land which, when cleared of timber, will be capable of cultivation.

(4) Every allotment should be distinctly marked with permanent monuments, either natural or artificial, and each allottee (of sufficient age) should be personally shown the boundaries of the allotments selected by him, so that he will understand exactly where his land lies, and every possible means should be used to familiarize them with the boundary lines.

(5) The tracts given to each allottee should be contiguous if possible, but an allottee may be allowed to select a detached tract, if it be necessary, in order to give him a proper proportion of farming and timber land, or for the purpose of properly distributing land fronting on streams and water-courses.

(6) Each Indian should be allowed to select his land so as to retain improvements already made.

Where the improvements of two or more Indians have been made on the same legal subdivision, a provisional line should be run, dividing the land between them, as provided in section 2 of the act, unless an arrangement can be made between them by which the tract can be given to one of them. This arrangement, however, must be satisfactory to all the parties.

(7) Indian women married to white men should be regarded as heads of families. The white husbands can not take allotments. In all cases where Indian women have been married to Indian husbands and have children born of such marriage, but have been divorced from such husbands after the Indian custom, the mother should receive an allotment as the head of the family, and should be allowed to select land for her children, not under the charge of the father at the date of these instructions, if competent to do so.

(8) Where an Indian has a plurality of wives (if there be any such) the first wife should be regarded as the legal one, and the others allowed to take allotments as single persons. Orphans are children who have lost both parents. A person who has children or other persons legally or morally dependent upon him or her for care or support, and being in the same household, should be regarded as the head of a family.

† It has been the practice heretofore, in making allotments under the Chippewa treaty, to submit the applications for allotments to a council of the Indians, and to allow the council to determine whether the applications should be allowed.

This practice will be discontinued. There are a number of mixed bloods residing in the vicinity of the reservation, who will doubtless apply for allotments for the sake of the timber.

In passing upon these claims you should require the statement of the applicant, under oath, supported by the evidence of at least two disinterested witnesses; that he is a member of the Fond du Lac band of Chippewa Indians, or that his father or mother is or was a recognized member of such band. The Indians residing upon the reservation should be allowed to present evidence in rebuttal of such claim.

The evidence taken in each case should be submitted to this office, and where you are not able to certify that the applicants are entitled to allotments the case should be reported upon a separate schedule.

While it is the desire of this office to apply the provisions of the act as liberally as possible, it is not considered just to the reservation Indians to permit persons with but a slight admixture of Indian blood, whose affiliations are wholly with the whites, to share in their lands.

Great care and discretion should be used in dealing with such cases, and only those admitted who are clearly entitled to a share in the lands of the reservation.

Full blood Indians and those who have always resided upon the reservation should be given the preference in making selections.

You will prepare a schedule of the allotments made, each family being grouped by itself and the relationship of each member to the head, shown in the column of remarks.

For the purpose of identification, the age (on the 30th of June, 1887), as well as the sex of each allottee, should be given if possible.

The name of the wife should be entered in the schedule, immediately following that of her husband, but she should not be numbered as an allottee.

Where persons have both English and Indian names, each should be given. Care should be taken to have these names properly spelled, and where they are borne upon the agency census they should conform to the same, or the spelling as borne upon the census given in the column of remarks.

The law requires the schedules to be in duplicate. They should be certified by both yourself and the agent.

Your attention is called to the provisions of the act with reference to religious societies or organizations.

A supplemental schedule will be prepared and submitted by you for the action of the Secretary of the Interior, under the provisions of section 5, showing the lands (not exceeding 160 acres in any one tract) occupied upon the reservation at the date of the passage of the act, February 8, 1857, by any religious society or organization, for religious or educational work among the Indians.

You will also note upon this schedule all tracts occupied for agency or school purposes.

If desired by the Indians, you will issue to each allottee a certificate showing the lands selected.

You will do such retracing of lines and re-establish such monuments as may be found requisite, employing a surveyor and the necessary assistants, who should be Indians in all cases where practicable. For such persons you will furnish proper vouchers and subvouchers, and report the employés upon a "list of irregular employés." Such expenditure is limited to \$250.

You will also employ an interpreter when absolutely necessary, and report him upon your "list of irregular employés."

It is expected that you will exercise great care in the work, to see that the lands are divided as equitably as possible and to the satisfaction and for the welfare of the Indians. This is especially important in view of the large quantity of valuable timber upon the reservation.

While the Indians have the right to make their own selections their choice should be guided and controlled so that injustice will not be done to any individual, or one person permitted to enrich himself at the expense of others.

While making allotments both you and the employés of the agency will make every possible effort to induce the allottees to permanently locate upon their selections. The land is given the Indians for the purpose of cultivation and self-support, and it is expected that they will make use of it for this purpose and not merely for that of selling the timber.

You will give the utmost publicity to your mission, that all persons desiring to apply for allotments may have full opportunity to do so.

Certain schedules of allotments made by Agent Gregory are herewith transmitted for your information. These selections should be re-allotted (unless errors are found) and included in the schedule of allotments made by you.

I also transmit the schedule of the allotments made by Special Agent Wall. You will review these allotments, and if any changes are found to be necessary report the same with your reasons therefor. Where the selections are found to be properly made and described, you will allow them to stand, requiring the heads of families embraced in the schedule to make selections for their minor children, as should be done in all cases.

It is the opinion of the Department that with proper diligence the work of making allotments on this reservation can be completed before the coming winter and at a cost not to exceed \$900.

The appropriation of \$10,000 made by the act of Congress approved June 29, 1888, is based upon the expectation that this work will be promptly and diligently completed and that no greater sum than that named can be allowed for the purpose.

You will therefore enter upon this work with vigor and prosecute it diligently and faithfully, that the expectations of the Department may be realized. As rapid progress as possible compatible with proper care and thoroughness should be made, and the work completed within the time and cost indicated. Weekly report of progress should be made.

A copy of these instructions will be forwarded Agent Gregory with instructions to furnish you every assistance in his power.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.

M. C. CONNELLY, Esq.,
United States Special Agent to make allotments of lands
in severalty to Indians, Washington, D. C.

Approved.

SECRETARY.

Agent Gregory to the Commissioner.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., August 23, 1888.

SIR: I am in receipt of your communication of the first instant, and replying thereto I have the honor to state:

(1) It would be impossible to ascertain by actual inquiry of the Indians which of them desire to sell their pine in any reasonable time, as they are at this season widely scattered and not one-fifth part of them are on the reservations, and I could not by August 25 visit them and get their views on the subject. But it is perfectly safe to state that every one of them is desirous of selling their pine.

(2) To report accurately the character, conditions, and probable quantity upon each of the tracts would require an expenditure of a large amount of money in the employment of expert and reliable woodsmen to survey the lands, note the topography, and estimate the timber, and it would take at least a dozen crews thirty days to do the work necessary to this information with accuracy.

But I can state generally as to all these lands. They are all heavily timbered with a mixture of pine (Norway and white), hemlock, birch, maple, oak, elm, poplar, and balsam. It is safe to estimate that on the allotments made and selected there is of pine an average of 200,000 feet to each 40 acres. Lumbermen look from large bodies of timber for that much of pine on an average, and it is a fair amount to rely upon.

(3) It is impossible for me to give an opinion as to each individual case as to whether it is desirable and for the best interests of the particular Indian to allow him or her to sell the pine timber on their respective allotments, as I am unable to see them and inquire into their necessities and conditions. The business of logging on these reservations has been of great value to the Indians. Nearly all of them where logging has been carried on have abandoned hunting and fishing for a living. They

have rapidly become accustomed to the customs of whites, and there is scarcely one who does not now look to the same means of supporting himself and family that white people do, and they will never return to their former modes of living. Probably not in the same proportion that the average white citizen would have the Indians saved the proceeds from the sales of their pine, but a large number have saved their money and wisely used it for permanent betterments.

(4) There are a large number of cases where contracts of last year have not been completed, and I inclose a list of such with the names of the Indians, descriptions of the lands, and the names of the contractors. On all of them the Indians have been paid for the timber actually cut, and on all of them advances have been made. These advances amount in the aggregate to at least \$25,000, and the Indians should be required to make good these contracts. White men would be required by law to live up to their agreements, and no lower standard of right for the Indian's welfare should be applied to him. The contracts were entered into in good faith; the prices are all that the timber is worth under the circumstances, and more in most instances than they can get next winter, because it is evident that the lumber market will soon be depressed greatly, and there is every indication that lumber will be much lower than it was last fall and the beginning of this year. The price of lumber regulates the price of logs. All these contracts should be completed this coming winter.

(5) Whenever an Indian is permitted to sell the pine timber on his allotment it should include all sound pine trees on said allotment that will make a log 16 feet long and 10 inches in diameter at the small end. All the pine left will, in all probability, be wasted and lost. There will be plenty of other kinds of timber left on the land for domestic and farm purposes. It is a very rare case that all the timber is pine. I doubt if there is one forty on all the reservations of that character.

(6) If logging is not carried on the coming season there will be great suffering among the Indians, and the Government will have to feed and clothe a large number of them the coming fall, winter, and spring.

(7) The cause of the most serious loss heretofore in these Indian logging operations is the uncertainty as to the operations being allowed and the delay in giving the authority. The loggers ought to know that the work will go on, and where, as early as July, and all contracts should be closed before the 1st of October.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

List of uncompleted contracts made by Andrew Gowan with Fond du Lac Indians for season of 1887-'88.

Name.	Description.	Section, town-ship, and range.
William Lyons	{ SW. $\frac{1}{4}$ SE. $\frac{1}{4}$	21 49 17 W.
	{ SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	
Ka-ba-ga-a-ko-kwe	N. $\frac{1}{4}$ SW. $\frac{1}{4}$	15
James Coffey	W. $\frac{1}{4}$ SW. $\frac{1}{4}$	27
Kichi-wa-bish-ki-gwa-ni-bi-kwe	{ SE. $\frac{1}{4}$ NW. $\frac{1}{4}$	34
	{ NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	
Joe Whitebird	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	17 49 18
Wa-bish-kish-kin-jig	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	16
Susette Houle	{ SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	34 49 17
	{ NE. $\frac{1}{4}$ NW. $\frac{1}{4}$	3 48 17
Eliza John	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	28 50 18
John Lemineux	{ SE. $\frac{1}{4}$ NE. $\frac{1}{4}$	19
	{ NE. $\frac{1}{4}$ SE. $\frac{1}{4}$	
Emma Glass	N. $\frac{1}{4}$ NW. $\frac{1}{4}$	21
Rustach Roussain	N. $\frac{1}{4}$ SW. $\frac{1}{4}$	16
Susette Dufoe	S. $\frac{1}{4}$ NW. $\frac{1}{4}$	20
Joseph John	W. $\frac{1}{4}$ SE. $\frac{1}{4}$	21
Therese Petite	W. $\frac{1}{4}$ NE. $\frac{1}{4}$	21
Mary Blair	{ SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	16
	{ SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	17
Margaret Montreille	N. $\frac{1}{4}$ NW. $\frac{1}{4}$	16
Frank Houle, jr	N. $\frac{1}{4}$ NW. $\frac{1}{4}$	29
Mary Pe-wa-bi-ko-kwe	N. $\frac{1}{4}$ NE. $\frac{1}{4}$	30
Mary Blair	E. $\frac{1}{2}$ SW. $\frac{1}{2}$	21 50 18
Peter Beaver	N. $\frac{1}{4}$ NE. $\frac{1}{4}$	18 50 18
Michael Na-ga-nab	S. $\frac{1}{4}$ SE. $\frac{1}{4}$	7

List of uncompleted contracts made by Andrew Gowan with Fond du Lac Indians for season of 1887-'88—Continued.

Name.	Description.	Section, town-ship, and range.
Maggie Posey	Lots 7 and 8	10 49 17
John Chief	W. $\frac{1}{2}$ SW. $\frac{1}{2}$	28 50 18
Osa-ge-kwa	{ N. $\frac{1}{2}$ NE. $\frac{1}{2}$	33 51 18
	{ E. $\frac{1}{2}$ NW. $\frac{1}{2}$	
Ma-gi-gwa-neb	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	2 49 19
Mrs. J. Blair	Lots 8 and 9	2 49 19
John Kobi	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	24 50 19
Ga-da-ga-sa-wa	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	11 50 19
Josephine B. Frageau	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	32 51 18
Bit-a-Wash	E. $\frac{1}{2}$ SW. $\frac{1}{2}$	17 50 18
Mary Beargrease	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	26 50 19
Frank Winters	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	13 50 19

List of uncompleted contracts made by Patrick Hynes with Fond du Lac Indians for season of 1887-'88.

Joe Posey	{ NE. $\frac{1}{2}$ SE. $\frac{1}{2}$	9 49 17 W.
	{ SE. $\frac{1}{2}$ NE. $\frac{1}{2}$	
Susan Posey	{ NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ NW. $\frac{1}{2}$	15 49 17 W.
	{ SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	19 49 18
Ne-gan-i-kwe	{ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$	21 49 17
	{ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	
Wm. Lyons	{ NW. $\frac{1}{2}$ NE. $\frac{1}{2}$	81
	{ NE. $\frac{1}{2}$ NW. $\frac{1}{2}$	
Frank Levearge	{ NE. $\frac{1}{2}$ NE. $\frac{1}{2}$	83
	{ SE. $\frac{1}{2}$ SE. $\frac{1}{2}$	
Annie Winters	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	83
Peter Bid-we-we-gi-jig	W. $\frac{1}{2}$ SE. $\frac{1}{2}$	30
Joe Frank	{ Lot 10	4 49 18
	{ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	
Mrs. J. Papeo	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	16
Charles January	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	16
John Wa-ba-no	{ SE. $\frac{1}{2}$ NE.	20
	{ Lot 2	
Lizzie Dubrey	Lot 4	30
Sophia A. Na-ga-nab	E. $\frac{1}{2}$ NE	36
Susette Wa-ba-no	Lots 5 and 6	28
Agelique Petite	{ NE. $\frac{1}{2}$ NE. $\frac{1}{2}$	80
	{ Lot 5	
Ben Lego	SW. $\frac{1}{2}$	4 48 18
Maggie Sharlow	S. $\frac{1}{2}$ SW. $\frac{1}{2}$	6
Mary LeLard	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	17 49 18
Levi Lego	S. $\frac{1}{2}$ NE. $\frac{1}{2}$	32
Joe Petite	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	32
Elizabeth Brown	{ SW. $\frac{1}{2}$ NE. $\frac{1}{2}$	29 50 17 W.
	{ SE. $\frac{1}{2}$ NW. $\frac{1}{2}$	
Therese Sexton	{ NW. $\frac{1}{2}$ NE. $\frac{1}{2}$	29 50 17 W.
	{ NE. $\frac{1}{2}$ NW. $\frac{1}{2}$	
Isabel Lemieux	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	19 50 18 W.
Nancy Gurnoe	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	20
Charles January	W. $\frac{1}{2}$ NW. $\frac{1}{2}$	17
Elizabeth Church	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	7
Joe Martin	Lots 3 and 4	5
Isabel Williams	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	7
Mary Ann Ma-ke-de-mi-go-kwe	{ SW. $\frac{1}{2}$ NE. $\frac{1}{2}$	17
	{ SE. $\frac{1}{2}$ NW. $\frac{1}{2}$	
John Osagi	Lots 3 and 4	19
Wa-bish-ka-be-kwe	{ SE. $\frac{1}{2}$ NE. $\frac{1}{2}$	29
	{ NE. $\frac{1}{2}$ SE. $\frac{1}{2}$	
Peter Schotlin	{ NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	4
	{ SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	
Joe Fregeau	S. $\frac{1}{2}$ NE. $\frac{1}{2}$	5
Frank Le Due	{ NE. $\frac{1}{2}$ NE. $\frac{1}{2}$	17
	{ SE. $\frac{1}{2}$ NE. $\frac{1}{2}$	
Mad-jish-kung	{ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	18
	{ Lot 3	
Sophia A. Na-ga-nab	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	32 51 18 W.
Antoine Le Fave	Lots 7 and 8	30
Mash-kwe-sense	{ Lot 1	1 48 19 W.
	{ Lot 7	
Frank Jackson	Lots 3 and 4	12 49 19 W.
Joe Martin	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	13
Lizzie Dubrey	Lot 5	25
Susette De Foe	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	26
Mrs. Mary Leroy	Lots 2 and 3	2 50 19 W.

List of uncompleted contracts made by Patrick Hynes with Fond du Lac Indians for season of 1887-'88—Continued.

Name.	Description.	Section, town-ship, and range.
Maggie Pe-mo-se-kwe.....	{ NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ } { NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ }	2 50 19 W.
Josephine Frageau	{ SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ } { SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ }	1
Sophia Roberts	{ SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ } { Lot 4 }	10
Louis McKenzie	{ W. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	12
Sophia H. Na-ga-nab	{ N. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	12
Lizzie Landrie	{ S. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	13
August Cadotte	{ SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ } { NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ }	27
John McKenzie	{ N. $\frac{1}{4}$ SW. $\frac{1}{4}$ }	26
Peter Petite	{ W. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	26
Mrs. L. Dubrey	{ SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ } { Lots 1, 2, and 3 }	3
Louis Schotlin, jr	{ N. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	23
Frank Defauld	{ SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ } { NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ }	14
Frank Blair	{ Lots 1 and 2 }	10
Wa-ba-tow	{ W. $\frac{1}{4}$ SE. $\frac{1}{4}$ }	15
Mrs. F. Levearsh	{ S. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	1
Adelaide Clark	{ SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ } { NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ }	22
Frank Duquette	{ N. $\frac{1}{4}$ SE. $\frac{1}{4}$ }	10
Josette Landrie	{ SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ } { SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ }	25 51 19
Josephine Frageau	{ S. $\frac{1}{4}$ SE. $\frac{1}{4}$ }	32 51 18 W.

List of uncompleted contracts made by Edward Haskins with Bad River Indians for season 1887-'88.

Wa-wis-e-ge-shig	{ N. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	31 46 2 W.
Mary Beson	{ S. $\frac{1}{4}$ SE. $\frac{1}{4}$ }	30
On-Deg	{ SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ } { NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ }	32
She-ba-je-wan-o-kwa	{ N. $\frac{1}{4}$ SE. $\frac{1}{4}$ }	28
Charlotte Haskins	{ N. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	33
Louis Manypenny	{ S. $\frac{1}{4}$ SE. $\frac{1}{4}$ }	28
Mani-do-ge-zhig	{ S. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	33
Henry Brisette	{ NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ } { SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	34
Oga-ba-ge-won	{ N. $\frac{1}{4}$ SW. $\frac{1}{4}$ }	27
Frank Chingway	{ SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ } { NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	27 34
John Blackbird	{ N. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	33
Kwa-sesh-auce or Blackbird	{ S. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	33
Louise Rabado	{ W. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	27
Kwa-ke-e-ga-she-go-kwa	{ E. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	27
Na-wan-da-go-kwa, Sr	{ E. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	27
Charlotte Condicon	{ W. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	27
She-ba-ge-jig, Jr	{ W. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	26
Abi-tosh-kam-o-kwa	{ SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ } { NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ }	22
Ke-wa-ga-bow-e-qua	{ SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ } { SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	4 3 46 3 W
Mizigan	{ W. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	4
Ke-wa-din-o-kwa	{ NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ lot 9 }	12 46 3 W.
John Skinaway	{ W. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	20 46 2 W.
Andrew Skinaway	{ E. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	20
John Holliday	{ E. $\frac{1}{4}$ SE. $\frac{1}{4}$ }	21
Paul Current	{ W. $\frac{1}{4}$ SW. $\frac{1}{4}$ }	22

List of uncompleted contracts made by Dobie & Stratton with Lac Court Oreilles Indians for season of 1887-'88.

John Meshons	{ S. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	17 39 7 W.
Louis Gauthier	{ SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ } { SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	5
Gust Thomas	{ NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ } { NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	5

List of uncompleted contracts made by Dobie & Stratton with Lac Court Oreilles Indians for season of 1887-'88--Continued.

Name.	Description.	Section, town-ship, and range.
Be-don-a-quat-o-kwe	SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ SE. $\frac{1}{4}$	6
Charles Pi-jis-gwi-wi-sons	{ W. $\frac{1}{4}$ NW. $\frac{1}{4}$ } { SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	7
Giz-hi-osh	S. $\frac{1}{4}$ SW. $\frac{1}{4}$	11
Main-gau	E. $\frac{1}{4}$ NW. $\frac{1}{4}$	15
John Allen	W. $\frac{1}{4}$ SE. $\frac{1}{4}$	17
Hattie Lumber	{ NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ } { W. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	30
Charles Ford	E. $\frac{1}{4}$ SE. $\frac{1}{4}$	30
John La Fave	W. $\frac{1}{4}$ NE. $\frac{1}{4}$	31
Ge-be-o-se-kwe	W. $\frac{1}{4}$ NW. $\frac{1}{4}$	33
Wa-wi-ens	S. $\frac{1}{4}$ NE. $\frac{1}{4}$	10 39 8
Me-twe-osh-i-kwe	N. $\frac{1}{4}$ SE. $\frac{1}{4}$	10
Frank Homes	{ SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ } { SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ }	23 24
Mary Trépannier	S. $\frac{1}{4}$ NE. $\frac{1}{4}$	25
John Mishler	E. $\frac{1}{4}$ SW. $\frac{1}{4}$	25
Bosh-king	W. $\frac{1}{4}$ NW. $\frac{1}{4}$	4 40 8
Emma Robergo	{ NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ } { E. fr. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	4 40 8 W.

List of uncompleted contracts made by England, Thomas & Clarke with Lac Court Oreilles Indians for season of 1887-'88.

Awan-se-kway	N. $\frac{1}{4}$ NW. $\frac{1}{4}$	13 39 7 W.
Ge-we-taw-ge-zhig	N. $\frac{1}{4}$ NE. $\frac{1}{4}$	13
Ma-na-do-gwi-wi-zins	E. $\frac{1}{4}$ NE. $\frac{1}{4}$	20
Bi-ji-kins, 2d	E. $\frac{1}{4}$ NW. $\frac{1}{4}$	20
Bi-da-sin-o-kwe, 2d	W. $\frac{1}{4}$ NE. $\frac{1}{4}$	20
Nub-i-na-cum-i-go-kwe	W. $\frac{1}{4}$ SE. $\frac{1}{4}$	23 39 8
Na-bi-ni-gi-jig	{ Lot 6 } { NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ }	26
Charley Quagen	W. $\frac{1}{4}$ SE. $\frac{1}{4}$	5 40 8
George Trotrochard	E. $\frac{1}{4}$ SW. $\frac{1}{4}$	5
Ata-wa	S. $\frac{1}{4}$ SE. $\frac{1}{4}$	6
Ogi-ta-kum	E. fr. $\frac{1}{4}$ NE. $\frac{1}{4}$	6
Be-si-bans	{ NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ } { NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ }	6
Be-bwe-ni	Lots 1 and 2	6
Zhen-o-wa	E. $\frac{1}{4}$ SW. $\frac{1}{4}$	3
John Diamond	S. $\frac{1}{4}$ SE. $\frac{1}{4}$	12
Sophia V. Legoo	N. $\frac{1}{4}$ NE. $\frac{1}{4}$	13
Michael Mendel	{ NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ } { Lot 2 }	31
Ga-ga-gi-asi-gwon	{ NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ } { Lot 1 }	31
Ga-gi-gi-gi-go-kwe-ki-no-shan	Lots 2 and 3	36

List of uncompleted contracts made by Valley Lumber Company with Lac Court Oreilles Indians for season of 1887-'88.

Heirs of Pen-que-ne-osh	W. $\frac{1}{4}$ NW. $\frac{1}{4}$	34 39 8 W.
Ata-wa-si-bi-nesi	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	36 40 8 W.
Ma-ka-daye-jig	{ NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ } { Lot 1 }	25
Adeline Mana-mi-gonse	W. $\frac{1}{4}$ SE. $\frac{1}{4}$	27

List of uncompleted contracts made by John T. Cosgriff with Lac du Flambeau Indians.

Wa-se-gwa-ni-bi	{ Lot 8 } { SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ }	18 41 5 E.
She-ba-ta-go-kwe	E. $\frac{1}{4}$ SE. $\frac{1}{4}$	13 41 4 E.

List of uncompleted contracts made by Joseph Allen with Lac du Flambeau Indians for season of 1887-'88.

Name.	Description.	Section, town-ship, and range.
Na-wa-kwa-gi-ji-go-kwe	{ Lot 4	26 40 4 E.
Da-gi-ji-go-kwe	{ SW. $\frac{1}{2}$ SW. $\frac{1}{2}$	
Na-wa-cum-a-go-kwe	{ S. $\frac{1}{2}$ NW. $\frac{1}{2}$	27
Si-ni-ki-gum	{ SW. $\frac{1}{2}$ NE. $\frac{1}{2}$	27
Me-ta-wa-ni-ni	{ Lot 1	27
Osha-was-ko-gi-jig, No. 1	{ E. $\frac{1}{2}$ SW. $\frac{1}{2}$	27
Ogi-ma-wa-bi-go-kwe	{ W. $\frac{1}{2}$ SW. $\frac{1}{2}$	27
Kish-kan-a-kwado-kwe	{ E. $\frac{1}{2}$ SE. $\frac{1}{2}$	34
Bim-we-we-gi-ji-go-kwe	{ W. $\frac{1}{2}$ SE. $\frac{1}{2}$	34
Bo-da-ji-gi-wi-ni-ni	{ E. $\frac{1}{2}$ SW. $\frac{1}{2}$	36
Wa-bi-ke-kek	{ SE. $\frac{1}{2}$ SE. $\frac{1}{2}$	27
Ni-gi-ni-gi-jig, No. 2	{ Lot 6	27 41 4
	{ W. $\frac{1}{2}$ NE. $\frac{1}{2}$	
	{ N. $\frac{1}{2}$ SE. $\frac{1}{2}$	27

List of uncompleted contracts made by A. M. Sherman with Lac du Flambeau Indians.

Ni-gan-i-gi-ji-go-kwe	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	10 40 4 E.
Ke-ni-wa-na-kwat	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	13 41 4
John Gagons	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	23
Ni-tum-i-gi-ji-go-kwe	S. $\frac{1}{2}$ NE. $\frac{1}{2}$	23
Ko-to-kwe	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	23
Mis-ko-gi-ji-go-kwe	Lots 3 and 4	24
Ta-wi-gi-ji-go-kwe	S. $\frac{1}{2}$ SW. $\frac{1}{2}$	24
Wa-ia-kwa-ka-mi-go-kwe No. 2	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	25
Mino-gi-ji-guk	{ SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	25
	{ NE. $\frac{1}{2}$ NW. $\frac{1}{2}$	36
	{ SW. $\frac{1}{2}$ SE. $\frac{1}{2}$	25
Mi-gi-sens	{ NW. $\frac{1}{2}$ NE. $\frac{1}{2}$	36
	{ SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	26
Ata-ge-kwe	{ NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	26
	{ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$	26
Ochi-wa-si-no-kwe	{ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	26
	{ SE. $\frac{1}{2}$ NW. $\frac{1}{2}$	27
Ga-be-gi-jig	{ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	27
Pi-la-wi-gi-ji-go-kwe	{ W. $\frac{1}{2}$ SW. $\frac{1}{2}$	27
Wo-dis-kwa-o	{ N. $\frac{1}{2}$ NE. $\frac{1}{2}$	34
Wa-ko-wis-kung	{ W. fr. $\frac{1}{2}$ NE. $\frac{1}{2}$	3 40 5 E.
	{ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$	
	{ E. fr. $\frac{1}{2}$ NW. $\frac{1}{2}$	3
	{ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	
	{ NW. $\frac{1}{2}$ NE. $\frac{1}{2}$	
Ba-twa-e-gun	{ Lot 2	9
Be-ba-ma-shi	{ E. $\frac{1}{2}$ NW. $\frac{1}{2}$	9
Ma-ji-kiw No. 1	{ NW. $\frac{1}{2}$ NW. $\frac{1}{2}$	18 41 5 E.
Se-ka-si-ge-kwa	{ Lots 4 and 5	17 41 5 E.
We-shi-o-kwe	{ Lots 6 and 7	18
Gwe-ki-ga-bow	{ Lot 4, NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	19
Bas-we-we-gi-jig	{ Lot 5, SW. $\frac{1}{2}$ SW. $\frac{1}{2}$	19
O-ji-chog	{ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$	20
Ga-wi-ta-wi-wi-dang	{ SW. $\frac{1}{2}$ NE. $\frac{1}{2}$	20
Ne-ga-ni-gi-jig	{ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ NW. $\frac{1}{2}$	20
Charlie Starr	{ W. $\frac{1}{2}$ SW. $\frac{1}{2}$	20
Ogi-shi-ashi	{ W. $\frac{1}{2}$ SE. $\frac{1}{2}$	21
Ne-na-i-gi-jig	{ N. $\frac{1}{2}$ NW. $\frac{1}{2}$	29
Joe Sha-da-mo	{ S. $\frac{1}{2}$ NW. $\frac{1}{2}$	29
Osa-wa-ka-mi-go-kwe	{ N. $\frac{1}{2}$ SW. $\frac{1}{2}$	29
Ga-gi-ge-lashi	{ W. $\frac{1}{2}$ NE. $\frac{1}{2}$	30
Bin-di-ge-as-si-no-kwe	{ N. $\frac{1}{2}$ NW. $\frac{1}{2}$	30
Ke-bi-chi-gi-jig	{ S. $\frac{1}{2}$ NW. $\frac{1}{2}$	30
Oga-be-gi-ji-go-kwe	{ Lot 1	30
	{ SE. $\frac{1}{2}$ NW. $\frac{1}{2}$	
Osha-wa-bi-go-kwe	{ S. $\frac{1}{2}$ NW. $\frac{1}{2}$	31
Ashi, bi-ko-kwe	{ E. $\frac{1}{2}$ SW. $\frac{1}{2}$	31
Wa-wa-shi-o-kwe	{ W. $\frac{1}{2}$ SW. $\frac{1}{2}$	31
We-she-shi-og	{ E. $\frac{1}{2}$ SE. $\frac{1}{2}$	34
Be-sha-ba-no-kwe	{ W. $\frac{1}{2}$ SE. $\frac{1}{2}$	34
She-bi-ah	{ E. $\frac{1}{2}$ SW. $\frac{1}{2}$	35

List of uncompleted contracts made by Charles H. Henry with Lac du Flambeau Indians.

Name.	Description.	Section, town-ship, and range.
A-ji-gwan.....	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	27 40 4 E.
Med-we-ias-sung.....	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	34
Omash-ka-wi-gi-gwebi.....	E. $\frac{1}{2}$ SE. $\frac{1}{2}$	34
Be-shi-go-bi-ne-si-kwe.....	W. $\frac{1}{2}$ NW. $\frac{1}{2}$	35
Awai-ni-she-min-da-mole.....	W. $\frac{1}{2}$ NW. $\frac{1}{2}$	1 41 4
Was-sa-ni-ni-bi.....	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	2
Be-she-gi-jig.....	W. $\frac{1}{2}$ NW. $\frac{1}{2}$	2
Mad-ji-ash.....	E. $\frac{1}{2}$ SW. $\frac{1}{2}$	2
Na-ic-kwa-gi-jig.....	{ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ }	23
Man-da-min.....	{ Lots 1 and 2..... }	24
Oni-tum.....	{ SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ }	26
Ni-ba-lash.....	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	27
Sha-ga-na-shi-kwe.....	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	28
So-ka-si-ge.....	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	33
Sophia.....	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	35
Frank Cadotte.....	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	18 41
We-mi-ti-gosh.....	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	19
Be-mash-i-kwe.....	{ SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Lot 6..... }	19
Ekwe-gi-ji-g-kwe.....	{ Lots 1 and 2..... }	20
Bi-da-na-kwad.....	{ Lots 4 and 5..... }	20
Ni-ga-ni-gi-jig, No. 1.....	Lot 4, NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	21 41 5 E.
Na-wa-quet.....	E. $\frac{1}{2}$ SE. $\frac{1}{2}$	21
Weeze.....	{ Lots 3 and 4..... Lot 2..... }	23 27
Ga-ga-go-bi-kwe.....	{ SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ lots 2 and 5..... }	28 30
Man-da-min-is.....	{ Lots 3 and 4..... W. $\frac{1}{2}$ SW. $\frac{1}{2}$ }	30 35
Pi-dense.....	{ E. fr. $\frac{1}{2}$ NE. $\frac{1}{2}$ Lot 1..... }	3 40 5 E.
Sha-ga-be-ok.....	E. $\frac{1}{2}$ SE. $\frac{1}{2}$	25
Bill Corn.....	{ NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Lot 4..... }	12
Peter Corn.....	{ SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Lot 5..... }	13
Man-twa-gi-no-kwe.....	E. $\frac{1}{2}$ SE. $\frac{1}{2}$	13
Gi-mu-an.....	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	36

List of uncompleted contracts made by John B. Denomie with Bad River Indians for season of 1887-'88.

Frank Gishkok.....	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	29 46 2 W.
Joseph Denomie.....	{ SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ }	15 22
S. Denomie, sr.....	E. $\frac{1}{2}$ SE. $\frac{1}{2}$	22

United States Deputy Marshal F. F. Price to the Commissioner.

FOND DU LAC RESERVATION, September 22, 1888.

DEAR SIR: I have the honor to submit to you the following statement, having called the attention of Indian Agent Gregory to the matter on several occasions, his last advice being to settle the affair in the courts; however, before doing so I have deemed it best to call your attention to facts of the case, which are as follows:

In August, 1887, Jack Lennon, a lumberman, sold to Hattie Martell, a member of the Fond du Lac Band of Indians, and living on the Fond du Lac Reservation, certain minutes of land, to wit, the NE. $\frac{1}{2}$ of SW. $\frac{1}{2}$, and lot 13, Sec. 1, T. 43, R. 18, said land being a part of the Fond du Lac Reservation, for the consideration of \$100, Lennon assuring her that the said land contained 450,000 feet of good merchantable pine timber. This pine was cut last winter by Pat. Hines, of Eau Claire, Wis. The scale report of William Wood, the scaler, gives her 272,530 feet, and at the same time reports the timber all cut. The case being in my hands for settlement I protested, at the time of settlement, against paying such an enormous price for a single 80 acres, which as you will observe fell far short of Lennon's estimate. Said Lennon is a white man, and, as I am informed by Special Agent Connelly, he (Lennon) had no right

on the reservation whatever. This money, as I understand, is still in the hands of Pat. Hines. There is a number of cases here similar to the above.

Hoping you will give this matter your kind attention, I am, your humble servant,
F. F. PRICE,
Deputy United States Marshal.

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

Chiefs and speaker of the Lac du Flambeau band of Chippewa Indians to the Commissioner.

LAC DU FLAMBEAU, September 27, 1888

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

The undersigned respectfully represent that they are the chiefs and speaker of the Lac du Flambeau band of Chippewa Indians, and that as such chiefs and speaker they have the control for said Indians of Indian matters on the Lac du Flambeau Reservation in the State of Wisconsin.

That on said reservation various tracts of land have been allotted in severalty to various members of said band, and a list of such members, with a description of the land allotted to each, being attached to this petition; and we further represent that, because said allotments have not yet been confirmed by the President, the several allottees have thus far been unable to realize the benefits which were intended to be conferred on them by the said allotments, and that they are suffering great inconvenience and damage by reason of the delay in such confirmation.

And we respectfully petition in their behalf that the said allotments be immediately taken up for consideration, and that they be confirmed to the several allottees without further delay, to the end that they may receive the benefits to which they are entitled.

OGI-MA-WE-GI-JIG (his x mark).
MED-WE-CAS SUNG (his x mark).
NA-WA-KWEB (his x mark).
WA-SE-GWAN-NE-BE (his x mark).

In presence of—
HENRY TURRISH.
JOHN LYNCH.
HANK TYNCH (his x mark).

Name.	Description.	Section, township, and range.
Ka-wi-da-i-ash	{ Lots 3, 4, and 5	27 41 5
	{ Lot 3	26 41 5
Ne-gan-as-o-no-kwe	{ SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and lot 1	35 41 5
John Bisson	{ E. $\frac{1}{2}$ NW. $\frac{1}{2}$	13 41 6
Oji Bik	{ N. $\frac{1}{2}$ SE. $\frac{1}{2}$ and E. $\frac{1}{2}$ SW. $\frac{1}{2}$	20 40 4
Osh-ki-we-ia-she	{ Lots 1 and 2	11 40 5
	{ W. fractional $\frac{1}{2}$ NW. $\frac{1}{2}$	3 40 5
Sha-wau	{ E. frac. $\frac{1}{2}$ NW. $\frac{1}{2}$	3 40 5
Mi-gi-sa-we-gi-shig	{ SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ NW. $\frac{1}{2}$	35 41 5
We shaw	{ Lot 3 and NW. $\frac{1}{2}$ NE. $\frac{1}{2}$	12 40 6
Na-sba-shk	{ Lot 3 and SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	19 41 5
O-mo-so-ni	{ E. $\frac{1}{2}$ SE. $\frac{1}{2}$	20 41 5
Te-oo-ne-we-dang	{ W. $\frac{1}{2}$ SW. $\frac{1}{2}$	15 41 5
Ma-co-me-set	{ Lot 8 and NW. $\frac{1}{2}$ NW. $\frac{1}{2}$	23 41 5
Sa-ka-sang	{ SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	20 41 5
	{ Lot 2 and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	14 41 5
Jin-go-gt-jig	{ Lots 1 and 2	15 41 5
	{ Lot 1	18 41 5
	{ Lot 1 and SW. $\frac{1}{2}$ SE. $\frac{1}{2}$	7 41 5
	{ Lot 1	8 41 5
Ka-gi-wa-kwa-ni-bi	{ Lots 2, 3, 4, and 5	22 41 5
En-wi-ga-bo, No. 2	{ NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	22 41 5
Mi-sha-kwa-mi-be-be-ne-se	{ SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and lots 6, 7, and 8	26 40 4
Me-mi-na-sh	{ Lots 1 and 2 and NW. $\frac{1}{2}$ NE. $\frac{1}{2}$	25 41 5
Osha-wash-go-kwe-ne-ash	{ Lots 3 and 4	11 40 5
	{ E. fractional $\frac{1}{2}$ NE. $\frac{1}{2}$	2 40 5
	{ W. fractional $\frac{1}{2}$ NE. $\frac{1}{2}$	2 49 5
	{ W. fractional $\frac{1}{2}$ NW. $\frac{1}{2}$	1 40 5
Be-shan-ni-no-kwe	{ Lots 4 and NW. $\frac{1}{2}$ NE. $\frac{1}{2}$	29 41 5
Ba-bi-ki-we	{ Lots 2 and 3 and SE. $\frac{1}{2}$ NE. $\frac{1}{2}$	10 41 5
Bi-ta-wa-ko-me-go-kwe	{ SW. $\frac{1}{2}$ NE. $\frac{1}{2}$	10 41 5
	{ NE. $\frac{1}{2}$ NE. $\frac{1}{2}$	30 41 5

Name.	Description.	Section, town- ship, and range.
Oki-shi-la-na-kwat	Lot 2 and SW. $\frac{1}{2}$ NE. $\frac{1}{2}$	17 41 5
Bi-shi-go-we-ashi	W. $\frac{1}{2}$ SE. $\frac{1}{2}$	34 40 4
Ta-bish-co-gi-ji-go-kwe	E. $\frac{1}{2}$ SW. $\frac{1}{2}$	13 40 5
Ma-ki-ka-wi-go-kwe	Lot 7 and SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	23 41 5
Pi-ta-we-gi-ji-go-kwe, No. 2	W. $\frac{1}{2}$ SW. $\frac{1}{2}$	13 40 5
	{ S. $\frac{1}{2}$ SW. $\frac{1}{2}$	29 40 5
	{ SE. $\frac{1}{2}$ SE. $\frac{1}{2}$	30 40 5
	{ NE. $\frac{1}{2}$ NE. $\frac{1}{2}$	31 40 5
Da-ka-bi-ne-se	{ Lot 2	27 40 4
	{ Lot 3	26 40 4
	{ SW. $\frac{1}{2}$ SW. $\frac{1}{2}$	13 40 4
Chi-ba-as-no-kwe		
Bid-we-we-gi-ji-go-kwe	Lots 8 and 6	17 41 5
Be-gi-we-ko-shi	{ S. $\frac{1}{2}$ SE. $\frac{1}{2}$	20 40 6
	{ N. $\frac{1}{2}$ NE. $\frac{1}{2}$	29 40 6
Na-ie-kwa-gi-jig	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	35 41 5
Pu-ga-ma-si-no-kwe	W. $\frac{1}{2}$ NW. $\frac{1}{2}$	9 40 5
Osha-wa-bi-go-kwe	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	36 41 4
Mi-gi-sins	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and lot 1	13 41 4
Bin-ti-gi-osa-e-no-kwe	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	31 41 5
Osha-wa-kawe-e-go-kwe	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	33 41 4
Ashi-bi-go-kwe	Lots 2 and 8	28 41 5
Pe Dones	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	28 41 5
Ni-sho-da	{ E. fractional $\frac{1}{2}$ of NE. $\frac{1}{2}$ and NE. SE.	4 40 5
	{ Lots 3 and 4	18 40 6
Bi-da-si-no-kwe	S. $\frac{1}{2}$ SW. $\frac{1}{2}$	34 41 5
	{ NE. $\frac{1}{2}$ SE. $\frac{1}{2}$	14 41 4
An-wi-wa-bi	{ N. $\frac{1}{2}$ SW. $\frac{1}{2}$	13 41 4
	{ SE. NW.	13 41 4
An-ji-gi-jig	Lot 1 and NW. $\frac{1}{2}$ NE. $\frac{1}{2}$	21 41 5
Wa-te-kwa-ka-mi-go-kwa, No. 1	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ and Lot 2	3 40 5
Bo-ni-ash	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	24 40 4
Big George	{ E. fractional $\frac{1}{2}$ NW. $\frac{1}{2}$	2 40 5
	{ W. fractional $\frac{1}{2}$ NW. $\frac{1}{2}$ and lots 2 and 3	2 40 5
Osa-wa-bik	SW. NE. and NW. SE.	31 41 5
Wa-sa-gi-jig	Lots 1 and 2.	8 40 5
Be-shi-bi-oshi	{ S. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	4 40 5
	{ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$	4 40 5
	{ Lots 7 and 8	25 41 5
Ga-bi-bi-zin-dem	{ Lot 7	26 41 5
	{ NW. $\frac{1}{2}$	32 40 5
Mi-da-wi-gi-ji-jig	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	34 40 4
No-chinz	SE. $\frac{1}{2}$	24 40 5
Na-wig-wa-ne-bl	W. $\frac{1}{2}$ SW. $\frac{1}{2}$	24 41 5
Tu-bu-si-gi-jib	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	24 41 4
Ni-wa-ji-gi-ji-go-kwe	Lot 1 and SW. $\frac{1}{2}$ SE. $\frac{1}{2}$	7 41 5
We-mi-ti-gosh No. 2	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	22 41 5
Ga-be-gi-jig	Lot 4 and NW. $\frac{1}{2}$ NW. $\frac{1}{2}$	15 41 5
John Ga-gonse	Lot 5 and SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	15 41 5
Ni-tuno-i-gi-ji-go-kwe	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and lot 3	18 41 5
Ka-to-kwe	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ and lots 1 and 2.	13 40 5
Na-wa-kwe	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	19 40 6
De-da-ka-mash	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	19 40 6
Ga-chit-i-gi-jig	Lots 4 and 5	18 41 5
Gwe-ki-ga-bow	{ W. fractional $\frac{1}{2}$ NW. $\frac{1}{2}$	19 40 6
	{ W. fractional $\frac{1}{2}$ SW. $\frac{1}{2}$	19 40 6
Wa-we-si-gi-jig	SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ NW. $\frac{1}{2}$	26 41 4
En-bwe-ens	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	13 41 4
Kin-no-wa-wa-kwat	SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and SW. $\frac{1}{2}$ NE. $\frac{1}{2}$	33 41 4
Da-gi-ji-go-kwe	Lots 2, 3, 4, 5, and 6	36 41 5
Azoway	S. $\frac{1}{2}$ NE. $\frac{1}{2}$	24 40 5
Pi-ni-si-kwe	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	19 40 6
Ogi-wa-wis-junk	NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ and W. fractional $\frac{1}{2}$ NW. $\frac{1}{2}$	3 40 5
Wa-ko-wis kung	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	27 41 4
Ba-twan-e-gene	{ SE. $\frac{1}{2}$ SE. $\frac{1}{2}$	18 40 6
	{ NE. $\frac{1}{2}$ NE. $\frac{1}{2}$	19 40 6
Go-gi-ge-o-ashi	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	35 41 5
Mi-gi-si-wi-gi-jig	Lots 1, 2, 4, and 5	18 40 5
Ab-sin-och	Lots 3, 4, and 5	25 41 5
Wa-ie-kwa-mi-go-kwe, No. 2	{ SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	7 41 5
	{ Lots 1 and 2	18 41 5
Kish-kau-a-kwa-o-kwe	SE. $\frac{1}{2}$	35 41 5
Alvina Stone	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ and SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and lot 4.	24 41 5
Pi-kwa-kwat	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and S. $\frac{1}{2}$ SW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	36 41 5
Shi-ne-wa-bun-gi-ga	Lot 3	21 41 5
She-bi-ah	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	21 41 5
Osha-wash-ko-gi-jig, No. 1	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ and lot 1	35 41 5
Oga-bi-gi-ji-go-kwe	Lots 3 and 4.	14 41 5
Bon-e-gi-ji-go-kwe	SW. NE. and SE. NW.	22 41 5
Ni-ga-ni-gi-jig, No. 2	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	32 40 5
Bi-sha-ni-kuwod-o-kwe	{ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	28 41 4
	{ Lots 6 and 7	15 41 5
Gwe-cun-nin-na-Bi	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	21 41 5
Ma-ji-kiw, No. 1	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	25 41 4

Name.	Description.	Section, town- ship, and range.
Ogi-ma-kwe.....	{ W. $\frac{1}{2}$ NW. $\frac{1}{2}$	24 41 4
	{ NW. SW.	27 41 5
	{ Lot 5	28 41 5
Oma-bi-no-kwe.....	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ and lots 2 and 3	10 40 4
Be-was-an-okwe.....	Lot 5	26 41 5
Bo-go-no-ge-ji-go-kwe	Lots 3 and 4	26 41 5
Ogi-ma-ma-gi-jig.....	{ Lot 2 and SW. $\frac{1}{2}$ SW. $\frac{1}{2}$	23 41 5
	{ SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	24 41 5
Ja-gi-nea	Lots 5 and 6	23 41 5
Sho-go-beon	W. $\frac{1}{2}$ SE. $\frac{1}{2}$	35 40 6
Wa-Bik	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ and E. $\frac{1}{2}$ NW. $\frac{1}{2}$	19 40 6
Ba-Ci-wash	S. $\frac{1}{2}$ SW. $\frac{1}{2}$	19 40 5
Gar-bi-an-o-kwe	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	21 41 5
John Allin.....	Lot 7	19 41 4
Sha-Skute-e-wa-kwe	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	33 41 4
Gi-wa-cum-e-kwe	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	33 41 5

LAC DU FLAMBEAU RESERVATION, October 4, 1888.

This is to certify that I hold the position of Government farmer on this the Lac du Flambeau Reservation, and have filed all numbers on my books as fast as the several Indians on the annexed list have handed them to me to be filed as their reservation homesteads, and this is a correct copy of the same from my books of all descriptions filed to date.

STEPHEN EDWARDS,
Government Farmer.

Telegram from Chiefs Blackbird et al. to the Commissioner.

[Western Union Telegraph Message.]

ODANAH, WIS., October 5, 1888.

Many of our Indians are destitute. Can't they sell their pine timber—those that have their patents or allotments approved by the President? Our agent says he can not give us any information. It is getting late and we want [to] commence work, and they can not find work outside of the reservation. Please answer.

JAS. BLACKBIRD,
OGEWAUSE MOSES WHITE,
Chiefs.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs.

Chiefs Blackbird et al. to the Commissioner.

ODANAH, WIS., October 15, 1888.

OUR FATHER: We are anxiously waiting to get an answer from you in regard to the selling of pine timber. That is, those that have their patents and those who have taken allotments in 1836 and have been approved by the President. We therefore earnestly pray that our petition may be granted in behalf of our people. If you deny us in our petition, our people and their families will starve, for they can not get work outside of our reservation. The whites will not hire them, for reasons why, we can not tell. Will our great father please answer this, our plea, right away, for it is getting late in the season?

JAMES BLACKBIRD (his mark),
MOSES WHITE (his mark),
GEORGE MESSENGER (his mark),
Chiefs.

Hon. JOHN H. OBERLY,
Washington, D. C.

Agent Gregory to the Commissioner.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., October 17, 1888.

SIR: I have the honor to inclose herein for Department action a petition forwarded to me by Lac de Flambeau chiefs, and would respectfully ask for the consideration of the same.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

HON. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

The Commissioner to the Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 20, 1888.

SIR: I have the honor to submit herewith a copy of a report from J. T. Gregory, United States Indian agent, under date of August 23, 1888, in response to your letter of the 31st of July last, directing that the agent for the La Pointe Agency, Wis., should ascertain and report the names of the Indians to whom lands had been allotted and who were in possession of the patents therefor, and desired to dispose of the pine timber, or a portion thereof, from their patented tracts, the character, condition, and probable quantity upon each tract, and whether it was desirable and for the best interests of the respective patentees that they should be allowed to dispose of their pine timber, and also whether any of the contracts made last winter with the patentees for the cutting of the timber on said tracts, had not been completed; and if so, whether it was desirable and proper that the completion of said contracts, or any of them, should be permitted during the coming winter, etc.

Agent Gregory is of the opinion that it would be impracticable to furnish within the time specified the names of the Indians who desired to dispose of their timber, yet he is satisfied every one desired to sell it. He has responded to your several requirements generally, and furnished a list of the names of those Indians whose contracts have not yet been completed, and the names of the contractors, and advises that they be permitted to complete them this winter.

In compliance with your request of last month, as set forth in your pencil memorandum, I submit a tabular statement relating to the said contracts made during the year 1887 between the Indians on the Lac Court Oreilles, Lac du Flambeau, and Bad River Reservations in Wisconsin, and Fond du Lac in Minnesota, all within the La Pointe Agency, showing the description of the tract, name of allottee, date of allotment, its approval by the President, date of patent, name of contractor, date of contract, price per thousand feet, estimated quantity in feet called for in contract, amount of pine actually cut, amount paid to the Indian in cash or supplies, so far as the data in the office furnished the same.

The information called for and furnished by Agent Gregory is not such as to enable me to state in each case "what remains to be done to complete performance of contract," but I presume that all contracts, except those in the list furnished in his report, have been fully completed. He states, in fact, that the Indians have been paid in full for all the pine cut, and in some instances (to the amount of \$25,000) contractors have made advances in anticipation of the completion of their contracts this winter.

From the schedule presented, you will observe that in some instances the amount of pine cut is greatly in excess of the amount specified in the contract, and yet the agent reports some of these contracts not completed.

This may be allowable, perhaps, from the language of the contract, where the quantity is stated to be so many thousand feet, *more or less*, the minimum quantity named in any contract on file being 50,000 feet, the maximum 500,000 feet. The quantity cut in some instances exceeds 1,000,000 feet, and in one instance over 2,000,000 feet, the payment for which is not reported by the agent. It is evidently Agent Gregory's interpretation that the contract permits the cutting of all sound pine trees that will make a log 16 feet long and 10 inches in diameter at the small end; though the contract reserves one-fourth of the allotment.

It will be observed from this schedule that a large proportion of the contracts made has never reached this office for approval, and those that have been forwarded reached here but a short time before the expiration of the contract, and it is presumed *after* the pine had been cut. I am not aware, however, that any pecuniary

loss to the Indians has been sustained by reason of this delay in forwarding contracts, but it has evidently precluded this office or the Department from exercising any control over the matter, or giving any direction whatever in the premises.

The amounts represented on the schedule as paid to the Indians are the net values of the timber cut, after deducting the cost of banking.

It further appears that contracts have not been limited to patented lands, nor even to allotments that had received the approval of the President, but indiscriminately to such tracts as the inclination of the Indian or the contractor might select. There are isolated cases where the contract was for pine on lands other than those allotted or patented to such Indian. There are other instances where the agent does not give the description of the tracts from which the timber had been cut, and this office has no means of knowing the amount cut, other than the statements of the agent in rendering an account of the payments made therefor. In fact the schedule has been made up largely from said statement of sales, inasmuch as the office had no prior knowledge or intimation of the existence of such contracts or agreements.

In some instances the date of allotment and approval of allotment have been left blank, for the reason that to ascertain positively whether the allotment had been reported and approved, would require, in the absence of an alphabetical list of all allottees, a close inspection of several hundred Indian names, so similar in appearance, yet different in fact, that the time required to determine the question would not justify its expenditure for the purposes required.

It should also be stated in behalf of Agent Gregory that his agency extends over seven reservations in Minnesota and Wisconsin, so widely separated that it is impossible, from the funds applicable as well as time required, for him to give this logging business his personal supervision, and that he must depend largely upon the promptness of his farmer-in-charge in reporting the action of the Indians in selling their timber, and the progress made by the contractors in cutting it.

I would recommend that the agent be specifically instructed to allow no cutting whatever until officially notified that the contract therefor has been approved.

Very respectfully, your obedient servant,

JNO. H. OBERLY,
Commissioner.

The SECRETARY OF THE INTERIOR.

The Secretary to the Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, October 22, 1888.

SIR: Referring to your letter of the 20th instant, accompanied by report of J. T. Gregory, Indian agent at the La Pointe Agency, and various sheets making tabular statement of contracts said to have been made during the year 1887 between various contractors and Indians on the Lac Court d'Oreilles, Lac du Flambeau, and Bad River Reserves, in Wisconsin, and the Fond du Lac Reservation in Minnesota, all under his agency, I have to direct, at the present time, as follows:

(1) The agent should be immediately instructed to send to your office all contracts in his office, or within his control, which have heretofore been made between the Indians and any contractor, and he should be instructed to permit no cutting of timber to be done on tracts of land embraced in such contracts until you shall have considered and approved them.

(2) You should instruct the agent to furnish you with a correct description and all other necessary particulars of the lands reported as having been contracted and which upon this tabular exhibit lack description or other features of identification.

(3) Advise the agent by letter of the several descriptions of land for cutting timber upon which contracts are reported as having been made which have not yet been allotted, or where allotments, if made, have not been approved, and instruct the agent to prevent all cutting of timber thereon until the allotments shall have been finally approved.

(4) At the same time direct the agent to give full particulars of what has been done by contractors in each case of reported contracts upon land which have not yet been allotted, or where the allotments have not been approved, and in such full detail as to enable the office to have a complete view of all the facts and circumstances.

(5) These sheets show that many allotments have been approved by the President which have not yet been patented, although a considerable time has passed, in many instances, since the allotments received the approval of the President. Unless there be some reason not shown by your communication and report, the patents should be immediately issued in accordance with the information and approval.

(6) Immediate consideration should be given to all cases of contracts existing, and approval of those which should be approved should be made at the earliest possible date, and instructions given to the agent in regard to the execution of the contracts, or the execution of so much as remains to be done for their full performance. The lateness of the season requires this to be done with the greatest expedition in order to prevent injury to the Indians.

The lists are herewith transmitted for your use.

Very respectfully,

WM. F. VILAS,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

The Commissioner to Agent Gregory.

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., October 22, 1888.

Agent GREGORY,
Ashland, Wis. :

Forward to-day all contracts between Indians and contractors for cutting timber that are on file in your office or under your control, and which have not been approved by this office. You may permit cutting under all contracts that have been heretofore submitted and approved in due form, and which have not been fully performed; but you must permit no timber to be cut under any contract that has not been thus submitted and approved.

JNO. H. OBERLY,
Commissioner.

J. T. Gregory to the Commissioner.

UNITED STATES INDIAN SERVICE,
LA POINTE AGENCY,
Ashland, Wis., October 23, 1888.

SIR: In accordance with instructions contained in Department telegram dated October 22, 1888, I have the honor to forward herewith forty-four contracts for the sale and delivery of pine timber made by certain members of the Fond du Lac band of Chippewas with Patrick Hynes, of Eau Claire, Wis., and filed by him in this office:

Joe Posey, NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 9, T. 49, R. 17 W.

Charles Cadotte, sr., lot 1, Sec. 22, and lot 5, Sec. 15, T. 50, R. 17 W.

Peter J. DeFoe, SE. $\frac{1}{4}$ SE. $\frac{1}{4}$, Sec. 18, and NE. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 19.

Joe Sharette, sr., SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$, Sec. 19, T. 50, R. 17 W.

Na-na-gi-chi-ga-mi-kwe, SW. $\frac{1}{4}$ SE. $\frac{1}{4}$, Sec. 27, and lot 2, Sec. 34.

Susan Dubrey, SE. $\frac{1}{4}$ SE. $\frac{1}{4}$, Sec. 5, and NE. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 8, T. 49, R. 18 W.

William Ruttle, NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 8.

Joe Frank, lot 10 and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$, Sec. 14.

Charles January, W. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 16.

Mrs. J. Papio, E. $\frac{1}{4}$ SE. $\frac{1}{4}$, Sec. 16.

Charlotte Cadotte, N. $\frac{1}{4}$ SE. $\frac{1}{4}$, Sec. 16.

Julius Cadotte, W. $\frac{1}{4}$ NW. $\frac{1}{4}$, Sec. 16.

John Wa-ba-no, E. $\frac{1}{4}$ SW. $\frac{1}{4}$, Sec. 23.

Lizzie Dubrey, lot 5, Sec. 25, 49, 19, and lot 4, Sec. 30.

Mary Petite, lots 4 and 5, Sec. 31.

Susette Schotlin, SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ SE. $\frac{1}{4}$, Sec. 5, T. 50, R. 18 W.

Joe Montray, N. $\frac{1}{4}$ NW. $\frac{1}{4}$, Sec. 7.

Elizabeth Church, N. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 7.

Joe Martin, W. $\frac{1}{4}$ SW. $\frac{1}{4}$, Sec. 7.

Kwe-sance, NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 8, T. 50, R. 18 W.

David Ruttle, N. $\frac{1}{4}$ SE. $\frac{1}{4}$, Sec. 8.

Ben Cadotte, N. $\frac{1}{4}$ SW. $\frac{1}{4}$, Sec. 9.

Louisa Winibosho, S. $\frac{1}{4}$ NW. $\frac{1}{4}$, Sec. 19.

Mino-gi-je-gweb, SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 20.

Peter Rabedeaux, SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 20, and NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 29.

Virginia Na-ga-nab, W. $\frac{1}{4}$ SW. $\frac{1}{4}$, Sec. 21.

Ki-la-ka-bi-son, lots 1 and 2, Sec. 30.
 Julia Beargrease, lots 5 and 6, Sec. 29, T. 51, R. 18 W.
 Eliza Martell, S. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 32, T. 51, R. 18 W.
 Kate Dubrey, SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and lot 5, Sec. 2, T. 48, R. 19 W.
 Susette De Foc, E. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 26, T. 49, R. 19 W.
 Eustace Laundry, W. $\frac{1}{4}$ NW. $\frac{1}{4}$, Sec. 13, T. 50, R. 19 W.
 Mrs. F. Levearsb, S. $\frac{1}{4}$ NW. $\frac{1}{4}$, Sec. 1, T. 50, R. 19 W.
 Maggie Pe-mo-se-kwa, NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$, Sec. 2.
 Louis Petite, SW. $\frac{1}{4}$ SE. $\frac{1}{4}$, Sec. 21, NW. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 11.
 Emma Fregeau, NW. $\frac{1}{4}$ SW. $\frac{1}{4}$, Sec. 2, and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$, Sec. 23, T. 50, R. 19 W.
 Mrs. L. Dubrey, NE. $\frac{1}{4}$, Sec. 3.
 Mrs. J. Baptiste, NW. $\frac{1}{4}$ SW. $\frac{1}{4}$, NE. $\frac{1}{4}$, SW. $\frac{1}{4}$, Sec. 11.
 Susette Schotlin, SW. $\frac{1}{4}$ SE. $\frac{1}{4}$, Sec. 13, and NW. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 24.
 Therese Gouge, N. $\frac{1}{4}$ SE. $\frac{1}{4}$, Sec. 14.
 Mary Ruttle, W. $\frac{1}{4}$ SW. $\frac{1}{4}$, Sec. 23.
 Mary Rabideaux, SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$, Sec. 23.
 Jake Ruttle, E. $\frac{1}{4}$ SW. $\frac{1}{4}$, Sec. 23.
 Mary Drew, SW. $\frac{1}{4}$ NW. $\frac{1}{4}$, Sec. 24, and SE. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 23.
 Augustus Cadotte, NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NE. $\frac{1}{4}$, Sec. 27.
 Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

The Commissioner to Agent Gregory.

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
 Washington, D. C., October 25, 1888.

Agent GREGORY,
Ashland, Wis.:

Have you received my telegram of 22d, relative to timber contracts? If so, telegraph what action you have taken.

JOHN H. OBERLY,
Commissioner.

The Commissioner to Agent Gregory.

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
 Washington, D. C., October 25, 1888.

Agent GREGORY,
Ashland, Wis.:

Forward statement showing amount of timber under each contract, the delivery of which was prevented by office telegrams of April 21 and 23. Was any cutting prevented by said telegrams? If so, state each contract under which and to what extent cutting was thus prevented. Has any timber been cut or removed which has not been paid for? If so, report each case and amount due thereon.

JOHN H. OBERLY,
Commissioner.

Agent Gregory to the Commissioner.

[Telegram.]

THE WESTERN UNION TELEGRAPH COMPANY.

ASHLAND, WIS., October 26, 1888.

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

No delivery of timber was prevented by telegrams of April 21 and 23. No cutting was stopped by these telegrams. Cutting was prevented by order March 13. All timber cut has been paid for.

GREGORY,
Agent.

The Commissioner to Agent Gregory.

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., October 26, 1888.

Agent GREGORY,
Ashland, Wis. :

Forward statement of all contracts under which the cutting of timber was presented by telegram of March 13, with amount of uncut timber in each case.

JOHN H. OBERLY,
Commissioner.

Agent Gregory to the Commissioner.

[Telegram.]

THE WESTERN UNION TELEGRAPH COMPANY,
Ashland, Wis., October 26, 1888.

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

Have forwarded contracts in my possession and notified contractors to complete their incompleated contracts.

GREGORY,
Agent.

The Commissioner to Agent Gregory.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 29, 1888.

SIR: Referring to my telegram of October 26, 1888, you are hereby informed that in cases where contractors were prevented from completing their contracts by reason of office telegram of March 13, 1888, said contractors, who so desire, may be permitted to cut timber sufficient to complete their contracts, but each contractor must file a statement in due form that he was, by reason of said telegram, prevented from completing his contract, and a further statement of the amount of timber he was authorized to cut by the terms of his contract and the amount necessary to complete said contract. This permission to be confined exclusively to tracts which have been allotted and the allotment of which has been approved by the President. The statements above required with your approval indorsed thereon, should be forwarded without delay to this Department for consideration and approval. Before you permit any cutting you must satisfy yourself that proper and full settlement in each case will be made with the Indians, and this must be included in your indorsement of approval of said statements.

As to new contracts for the coming season I have to say that, where an allottee holds a patent for his land, or his allotment has been approved by the President, and you are satisfied that the sale of the timber on such allotment would be for the actual benefit of the Indian, you will permit him to contract for its sale under the restrictions heretofore in force.

The contracts for such cutting should be forwarded to this office, so that by December 1, 1888, they may receive proper consideration and action, and each contract should be accompanied by your statement showing the reasons why you believe the sale of his timber would result to the advantage of the Indian. It must be distinctly understood that *no operations* can be commenced until you are notified that the contract has been approved by this office, and that no contract should be made for the sale of timber upon tracts where the allotments have not been approved by the President.

Very respectfully,

JOHN H. OBERLY,
Commissioner.

J. T. GREGORY,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

The Commissioner to Chief Blackbird.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 31, 1888.

SIR: In reply to your telegram, dated October 5, 1888, you are informed that instructions in the matter of the sale of timber on allotted lands of the Chippewa Reservations were given Agent Gregory under date of October 29, 1888.

Application should be made to him, if you desire further information.

Very respectfully,

JOHN H. OBERLY,
Commissioner.

JAMES BLACKBIRD,
Odanah, Wis.

The Commissioner to J. T. Gregory.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, November 1, 1888.

SIR: I transmit herewith a communication from F. F. Price, dated September 22, 1888, in which he states that in August, 1887, Jack Lennon, a lumberman, sold to Hattie Martell, a member of the Fond du Lac band of Indians, certain descriptions of land, viz: The NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and lot 13, Sec. 1, T. 49, R. 18, for \$100, assuring her that said land contained 450,000 feet of pine timber; that Patrick Hynes cut 272,590 feet of timber, reporting that it has all been cut; that the matter having been placed in his (Price's) hands for settlement he protested against paying such an enormous price for 80 acres; and that said Lennon is a white man and has no rights on the Fond du Lac Reservation.

There is on file in this office a contract between Hattie Martell and Patrick Hynes for the sale of the pine timber on the E. $\frac{1}{4}$ of Sec. 1, T. 49, R. 19.

From your report of sales it appears that Hynes cut 272,590 feet of timber from the SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Sec. 20, and NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$, Sec. 29, T. 49, R. 18, the net proceeds being \$545.18, the vendor being Hattie Martell.

You will investigate the matter of the alleged sale of the land by Lennon, and report the facts in the case. Information is particularly desired as to the right by which Lennon assumed to sell the tracts in question, whether the money has been paid, and, if so, whether it can be recovered.

Your attention is also called to the discrepancy between the contract and report of sales, and the correct description of the land from which the timber was cut is desired.

You will also report the present status of the case and the nature of the controversy which Mr. Price states is in his hands for settlement.

I inclose his letter, which you will return with your report.

Very respectfully,

JNO. H. OBERLY,
Commissioner.

J. T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

Special Allotment Agent Connelly to the Commissioner.

LA POINTE AGENCY,
Ashland, Wis., November 2, 1888.

SIR: I herewith transmit schedules (in duplicate) of allotments of lands in severalty to the Indians residing on the Fond du Lac Reservation in Minnesota.

I arrived on the reservation August 22, 1888, and immediately began the work.

The Fond du Lac band of the Chippewa tribe of Indians are located on this reservation and about one-half of them reside in a village on the bank of the St. Louis River in Carlton County.

The tribe shows a tendency towards agricultural pursuits, many of them having excellent gardens or "truck patches," in which were found all the vegetables raised by

their white neighbors. They also market a considerable quantity of hay, for which they obtain good prices. I was agreeably surprised to find many of them thoroughly imbued with the idea of becoming farmers; they are industrious and seem willing to work. In my opinion they are thoroughly capable of taking care of themselves, and competent to assume the duties of American citizens. Their buildings are generally good, substantial structures of pine lumber, which is easily obtained from the many saw-mills in the vicinity. They dress as well as the whites in the community; seem well disposed both morally and socially; have the reputation of paying their indebtedness, and have the confidence of the merchants of Cloquet, the lumbering town adjacent to the reservation.

In religion they are Roman Catholics, and have a neat little church in the village. There is no pastor in charge at present, but services are held three times each Sabbath day by some member of the tribe. They are in every way fitted to occupy their lands in severalty, and seem to have a just appreciation of the allotment act. This tribe has received but little assistance from the Government in recent years, and now think they can earn their own living from the lands given them. Already many of them have begun to make improvements, and ere long many of the houses in the village will be vacated for a residence on their allotted lands.

The best pine has been cut and removed, leaving but a small per cent. of the original amount, all of which had been selected and entered upon the farmer's tract book. While all were eager to obtain as much of this pine land as possible, yet I had little difficulty in persuading them that it was to their best interest to make selections of agricultural lands. The good prices offered for all farming products in Cloquet seems to prove the force of my argument, and they complied readily with my request. The schedules herewith returned contain the names of five hundred and thirty-one allottees. My list shows that I allotted to four hundred and eighteen persons. Allotments had been made prior to this as follows, viz: In tracts of 80 acres each. List of October 8, 1886, twenty-four allotments. List of June 10, 1887, thirty-five allotments. List of February 15, 1888, one hundred and seventy-three allotments.

The last named were made by Special Agent Tom Wall. Where Indians had not received their full quota under previous allotments I allotted them tracts sufficient to cover the deficiency.

I desire to call the attention of the Department to No. 24, list of October 8, 1886. Lots 7 and 8, Sec. 10, T. 49, R. 17, was made to Maggie Posey. I find that the school-house is located on lot 7. These two lots contain twenty-nine houses belonging to residents of the village. Also No. 20 of the same list contains several houses. As these allotments had been approved by the President I did not feel at liberty to vacate them, but recommend that the Department do so. If this is not done, as soon as the allottees receive patents they will at once claim the several buildings situated thereon, and proceed to oust the present occupants. The numbers of these claims on the schedules herewith submitted are 53 and 296, respectively.

I was greatly aided in the work by H. F. Young, Government farmer, and Agent Gregory did everything in his power to facilitate the same. The schedules were made in triplicate, one copy remaining at La Pointe Agency.

The lands referred to in the column of remarks included in the list of September 27, 1884, are patented, hence they were not re-allotted. The families are grouped as nearly as was possible to do so, and the relation to the head shown in the column of remarks.

Many of those to whom Special Agent Wall made allotments did not report to me, hence nothing said of them in the column of remarks. I am convinced, however, that the last named having children entitled to allotments reported to receive the same.

In a few cases Indians refused to receive lands, giving no reason for such action. Others, non-residents, also refused to take allotments on the reservation, but preferred to take lands outside. However, these cases are not numerous. The reasons given in almost every case was that better pine land could be obtained outside of the reservation. A supplementary schedule for the village church, and also for the cemetery, is also submitted. The work was completed in the time suggested by the Secretary of the Interior, and the expense did not exceed his estimate.

Very respectfully,

M. C. CONNELLY,

U. S. Special Agent for Making Allotment of Lands in Severalty to Indians.

Hon. JOHN. H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

The Commissioner to J. T. Gregory.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, November 12, 1888.

SIR: I am in receipt of a communication from Charles Van Zile, dated at Minocqua, Wis., November 4, 1888, in which he states that his wife, whose mother was a recognized member of the Lac du Flambeau band, has located on the S. $\frac{1}{4}$ of SE. $\frac{1}{4}$ Sec. 20, and the N. $\frac{1}{4}$ of NE. $\frac{1}{4}$ Sec. 29, and has selected for her daughter Mabel the NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ Sec. 20, and for her daughter Josephine the SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$ Sec. 20, all in T. 40 N., R. 6 E., which tracts, he alleges, were vacant when so located.

You will report the status of the tracts in question, and if Mrs. Van Zile is a member, or her mother was a member, of the Lac du Flambeau bands, and the tracts were vacant as alleged, you will allow her to retain possession thereof.

If any doubts exists as to her right to lands on the reservation you will advise her that her claim will be subject to review when allotments come to be made.

Very respectfully,

JOHN H. OBERLY,
Commissioner.

J. T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

A. Denomie to the Commissioner.

ODANAH, BAD RIVER RESERVATION,
November 13, 1888.

DEAR SIR: I would like to inquire as to name of applicants, also if they have been approved by the President, the following, viz, SW. and SE. and SE. SW. Sec. 22, T. 46, R. 2 west.

The above have been applied for by one Sangad Duperry some three or four years ago. Now, her name has been erased from the book at the agent's office at Ashland. It is claimed that it's been contracted for by another man who made application for same lately.

Also one of W. $\frac{1}{4}$ SE. Sec. 6, T. 46, R. 3 W. was applied for by Julia Doherty, or Denomie, about two years ago, when the books showed this vacant, both at agent's and the farmer's office, particularly the latter he positively stated vacant, and it appears another person, about or nearly the same time, made application, and still later the Government interpreter, F. Blatchford, made application for his mother. He did not (I don't suppose) had to make application, but simply erased the names of former applicants and set his mother's name out. Now, the best part of it was cut last winter, with many others that were cut that was not paid nor approved. The name of this mother, as inserted, is Sanowens Mindimoie. She is wife of Henry Blatchford, and it is doubtful if he did not already have an eighty himself (the mother applied for 160 acres).

I am informed by reliable parties that parties have gone in the neighborhood of Sec. 18, T. 46, R. 3 W., to log, claiming to have contract (approved). You can see if land application in that vicinity are approved and contracted.

Please send us list of the approved land. I have been told the list at the agent's office could not be found. Did not know where it was. The books of the Government farmer, Walker, is so a person can not tell which are vacant and which taken.

I would also like to be informed, if an informer of trespass on reservation is entitled to remuneration or not.

I would also inform you for action on one Way-na-bo-sho (now deceased). Sold his pine last winter, and made a will to his mother (copy inclosed) before he died. He lived with a woman (not married) from Michigan. She had a child from another man before she went with this Way-na-bo-sho. The mother of the deceased went to the agent, showed him the will (which I vouch genuine), and she was told it was no good and she could not get nothing unless the said Michigan woman is willing to give her something.

This mother of deceased is very poor and is going around begging from one house to another. Her husband is helplessly sick since last March. Please write to A. Denomie, secretary for the band.

WILL OF WE-NA-BO-SHO.

ODANAH, Wis., June 10, 1888.

I give my mother my claim of 80, and all my things and horses and the money what is left yet due me. And here is my mark.

WE-NA-BO-SHO (his x mark).

These names who will prove this matter

The witnesses :

KI-CHI-WE-NA-BO-SHO (his x mark).

ANTOINE RANKIN (his x mark).

CHI-GA-WEIASH (his x mark).

ME-SI-WEIAN-GE (his x mark).

The above is a true copy of the original in my possession.

A. DENOMIE.

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

Agent Gregory to the Commissioner.

UNITED STATES INDIAN SERVICE,
LA POINTE AGENCY,
Ashland, Wis., November 15, 1888.

SIR: I have the honor to submit herewith for Department action two contracts for the sale and delivery of pine timber made by George Day and Charlotte Newango, members of the Bad River band of Chippewas, with Michel Watters, of Ashland, Wis.

These Indians are deserving people and have large families to care for. They will use the money to improve their farms and build comfortable homes for themselves. I would respectfully recommend that they be allowed to sell their timber, and that the inclosed contracts be approved.

Very respectfully,

J. T. GREGORY,
United States Indian Agent,

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

The Commissioner to Edward Haskins.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, November 16, 1888.

SIR: Referring to your communication, dated September 10, 1888, relative to your logging contracts on the Bad River Reservation, you are informed that full instructions were given Agent Gregory in the matter of logging operations on the several reservations under his charge, under date of October 29, 1888.

Applications should be made to him for further information in the matter.

Very respectfully,

JOHN H. OBERLY,
Commissioner.

EDWARD HASKINS, Esq.,
Ashland, Wis.

Agent Gregory to the Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, November 16, 1888.

SIR: On the 31st of March, 1888, you were directed by telegraph to notify Dobie & Stratton to withhold payment under contract with John La Fave, and on the same day were informed by letter that the contract in question was for the delivery of 100,000 feet of timber from the W. $\frac{1}{4}$ of NE. $\frac{1}{4}$, Sec. 31, T. 39, R. 7 W., Lac Court Oreilles Reservation, and that Mary Arbuckle claimed to have duly filed for this tract.

You were also directed to report your action in the case.

I am now in receipt of a communication from John La Fave, dated September 15, 1888, in which he refers to the contract and its suspension, and asks that a decision be made upon the merits of the case.

I am also in receipt of a petition from Mary Arbuckle, sworn to on the 10th day of September, 1888, in which she represents that she is a half-blood Indian of the Chippewa tribe; that her father and mother are members of the Lac Court Oreilles band and resident upon the reservation; that the petitioner, on the 20th of September, 1886, applied for and selected for her own use and benefit the tract of land hereinbefore described; that immediately upon making said application she duly entered upon the premises, improved them, and built a house thereon; that she took said land by and with the advice and consent of the then chiefs of the tribe; that upon the completion of the house she moved therein and there continued to reside until some time during the month of April, 1887; that during said month the chief was taken sick, whereupon the acting chief demanded that she remove from the premises, whereby she was compelled to remove and be dispossessed of her claim; that at or about the time she was removed by order of the acting chief, said acting chief gave the possession of the premises to one John La Fave, a half-blood Indian; that, so far as she is informed, the said La Fave has never lived upon or improved the said premises, and that no other or further improvements have been made upon said land; and that said La Fave is not a member of the Lac Court Oreilles, but of the Fond du Lac band.

She asks that a patent be given to her for the land in question and that she be restored to the possession thereof.

From your report of logging operations on the Lac Court Oreilles Reservation, it appears that 372,430 feet of timber was cut from the tract in dispute by Dobie & Stratton, the net value of which was \$1,396.61.

The allotment to John La Fave has not been approved.

You will make a thorough investigation as to this case, and report the facts to this office, with your recommendation thereon.

The right of each party to the contest to an allotment as well as the priority of selection of the tract in dispute should be investigated.

You will return the papers with your report.

Very respectfully,

JOHN H. OBERLY,
Commissioner.

JAMES T. GREGORY, Esq.,
U. S. Indian Agent, La Pointe Agency, Ashland, Wis.

Agent Gregory to the Commissioner.

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., November 16, 1888.

SIR: In reply to Department letter (L 25307) dated November 1, 1885, in which you directed me to investigate and make a report upon a transaction between Hattie Martell, a member of the Fond du Lac band of Chippewas, and Jack Lennon, a white man, I have the honor to state as follows:

Jack Lennon is a woodsman and makes his living by looking over pine lands, estimating the amount of timber on them, and selling this knowledge to persons who want to get land with timber on it, but are unable to look it up themselves.

In August, 1887, Hattie Martell came to Lennon and asked him to look her up two claims on the reservation, as she was desirous of getting the best timbered land that was still to be had. She agreed to pay him \$150 for getting said claims as agreed upon. After this agreement he furnished her with the following minutes: NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and lot 13, Sec. 1, T. 49, R. 19 W., and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 20, and NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 29, T. 49, R. 18 W., both of which pieces she still holds.

Mr. E. L. Rose, the book-keeper for Patrick Hynes, states the original claim of Lennon was for \$150, but when they were in his presence they talked the matter over and Hattie Martell agreed to give Lennon \$100 for locating both claims and that he paid said amount to him, with her full knowledge and consent. I knew nothing of the matter and my attention was first called to it after the money had been paid. I then stated that I could do nothing to recover the money for her. Nothing can be recovered from Lennon, as he has nothing that can be levied upon in case we get judgment against him.

Hattie Martell is a mixed blood and talks good English, so that she can not plead that Lennon took any advantage of her ignorance. The price paid of \$100 is not exorbitant and it is a common occurrence to pay as much and even more for such information.

Lennon had no right on the reservation and did not assume to sell her the tracts. The woman simply hired him as an experienced woodsman and estimator to look her up two claims, and they agreed on a price for his services, which was paid. Price's interest in the matter springs, I think, from the fact that he is now the husband of Hattie Martell, and naturally wants to get the money back if he can do it without expense.

The discrepancy between the contract and report of sales arose in this way: Patrick Hynes had two contracts with Hattie Martell: one for the E. $\frac{1}{4}$ Sec. 1, T. 49, R. 19 W., and one for the SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 20, and NE. $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 29, T. 49, R. 18 W. Both of these contracts were forwarded for Department approval. Only one was cut, and by some misunderstanding the timber was credited to SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 20, and NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 29, T. 49, R. 18 W., when it was really cut on NE. $\frac{1}{4}$ and lot 13, Sec. 1, T. 49, R. 19 W.

Price's statements of the description of the land is erroneous, as may be seen by referring to 484 in the list of allotments made by M. C. Connelly, special United States Indian agent.

I return the letter of Mr. Price as ordered.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

A. M. Sherman to the Commissioner.

EAU CLAIRE, Wis., November 21, 1888.

In the matter of the sale by Indians of their pine timber on the Flambeau Reservation in Wisconsin, at the La Pointe Indian Agency located at Ashland, Wis.

The undersigned, A. M. Sherman, a resident of the city of Eau Claire, Wis., hereby states and represents that during the past logging season, commencing in the fall of 1887 and terminating in the spring of 1888, he was a contractor engaged in purchasing timber from the Indians on the Flambeau Reservation in Wisconsin, under and by virtue of several contracts made by him with said Indians respectively for the purchase of pine timber, which contracts the undersigned understands were approved by the Indian agency and by the honorable Commissioner of Indian Affairs.

That about the 19th day of March, 1888, the undersigned was notified of a telegram from the Indian Office, at Washington, dated about March 13, 1888, and prohibiting the further cutting or receiving of pine timber under said contracts, and thereupon he ceased the business.

That at said time the undersigned was the owner of and held various of said contracts with various of said Indians for such pine timber, which said contracts had not been completed, and a statement of said contracts is hereinafter given, showing the name of each Indian with whom the same was made, the date thereof, description of lands mentioned in each contract, the amount of timber on each said tract of land which it was intended by the Indian seller and deponent should be cut and sold under each said contract, the amount cut on each of the same, and the amount yet to be cut on each of the same, to fully complete said contracts.

And the undersigned further states and represents that he was prevented by the said telegram from completing each and all of the said contracts.

Said list is as follows, showing in the first line the name of the Indian seller, in the second the date of each contract, in the third the description of the lands mentioned in said contract; fourth, the amount of timber on said lands which it was intended by the said Indian seller and by deponent should be cut and sold under said contract; in the fifth the amount cut thereon; in the sixth the amount yet to be cut to fully complete such contracts; and in the seventh the amount of money and goods advanced by deponent to each such Indian under said contract and still owing by said Indian to the undersigned, viz:

Name.	Date.	Description.	Amount.	Amount cut.	Amount to be cut.	Amount owing by Indian.
	1887.					
Gwee-ki-ga-bow	June 2	Lots 6 and 7, sec. 18, T. 41, R. 5	All the pine	None	420,000	\$188.74
Ga-be-gi-jig	June 4	SE. NW., NE. SW., sec. 27, T. 41, R. 4	do	Part	85,000	
Oji-chog	June 6	SW. SW. and lot 5, sec. 19, T. 41, R. 5	do	do	55,000	
Ga-gi-gi-iashi	do	W. $\frac{1}{2}$ NE. sec. 30, T. 41, R. 5	do	do	160,000	
Se-ka-si-ge-kwe	do	{ SW. SW. sec. 7, T. 41, R. 5	do	None	720,000	925.64
		{ NW. NW. sec. 18, T. 41, R. 5	do	do		
Bin-di-ge-as-dno-kwe	June 7	N. $\frac{1}{2}$ NW. sec. 30, T. 41, R. 5	do	Part	85,000	
Mi-no-gi-ji-guk	do	{ NE. NW. sec. 36, T. 41, R. 4	do	do	25,000	
		{ SE. SW. sec. 25, T. 41, R. 4	do	do		
Mis-ko-gi-ji-go-kwe	June 8	Lots 3 and 4, sec. 24, T. 41, R. 4	do	do	590,000	825.12
Ne-ga-ni-gi-jig	do	NE. SW., SE. NW. sec. 20, T. 41, R. 5	do	do	795,000	398.50
Wi-i-an	do	NW. SE., NE. SW. sec. 24, T. 41, R. 4	do	do	70,000	
Charlie Starr	do	W. $\frac{1}{2}$ SW. sec. 20, T. 41, R. 5	do	do	170,000	
Ta-wi-gi-ji-go-kwe	June 9	S. $\frac{1}{2}$ SW. sec. 24, T. 41, R. 4	do	do	140,000	
Ne-na-i-gi-kwe	do	N. $\frac{1}{2}$ NW. sec. 29, T. 41, R. 5	do	do	585,000	383.74
Ki-ni-wa-na-knat	June 14	E. $\frac{1}{2}$ NE. sec. 13, T. 41, R. 4	do	None	825,000	371.01
O-sa-wa-ka-mi-go-kwe	June 16	N. $\frac{1}{2}$ SW. sec. 29, T. 41, R. 5	do	Part	100,000	
A-ta-ge-kwe	June 17	SW. NW., NW. SW. sec. 26, T. 41, R. 4	do	do	180,000	
Wa-ie-kwa-ka-mi-go-kwe No. 2	do	S. $\frac{1}{2}$ NW. sec. 25, T. 41, R. 4	do	do	35,000	237.31
She-bi-ah	June 18	E. $\frac{1}{2}$ SW. sec. 35, T. 41, R. 5	do	None	1,350,000	252.71
We-shi-o-kwe	June 20	Lots 4 and 5, sec. 17, T. 41, R. 5	do	do	360,000	497.06
We-she-shi-og	June 27	E. $\frac{1}{2}$ SE. sec. 34, T. 41, R. 5	do	Part	375,000	
Ba-twan-e-gun	June 28	SE. NW. NE. SW. sec. 3, T. 40, R. 5	do	do	220,000	
Wa-ko-wie-kung	do	SW. NE., NW. SE. sec. 23, T. 40, R. 5	do	do	225,000	
Be-ba-ma-shi	do	Lot 2, NW. NE. sec. 9, T. 40, R. 5	do	do	610,000	212.05
Be-sha-ba-no-kwe	June 29	W. $\frac{1}{2}$ SE. sec. 34, T. 41, R. 5	do	do	205,000	
Wo-dis-kwao	July 1	N. $\frac{1}{2}$ NE. sec. 34, T. 41, R. 5	do	None	385,000	269.08
Pi-ta-wi-gi-ji-go-kwe	do	W. $\frac{1}{2}$ SW. sec. 27, T. 41, R. 4	do	do	210,000	350.00
Ma-ji-kew No. 1	July 2	E. $\frac{1}{2}$ NW. sec. 9, T. 40, R. 5	do	Part	605,000	
Ni-gan-i-gi-ji-go-kwe	July 26	N. $\frac{1}{2}$ SW. sec. 10, T. 40, R. 4	do	None	225,000	166.26
O-gi-shi-ashi	July 28	W. $\frac{1}{2}$ SE. sec. 21, T. 41, R. 5	do	do	925,000	1,067.96
Ga-wi-ta-we-wi-dong	Aug. 8	NW. SE., SW. NE. sec. 20, T. 41, R. 5	do	Part	560,000	
Mi-gi-sims	do	{ NW. NE. sec. 36, T. 41, R. 4	do	do	55,000	53.18
		{ SW. SE. sec. 25, T. 41, R. 4	do	do		
Ke-bi-chi-gi-jig	Sept. 27	S. $\frac{1}{2}$ NW. sec. 30, T. 41, R. 5	do	do	65,000	
Ochi-wa-si-no-kwe	do	{ NE. SW. sec. 26, T. 41, R. 4	do	do	50,000	443.54
		{ NW. SE. sec. 26, T. 41, R. 4	do	do		
Joe Shad-a-Mo	Oct. 17	S. $\frac{1}{2}$ NW. sec. 29, T. 41, R. 5	do	do	170,000	
Bus-we-we-gi-jig	Nov. 1	{ NW. SW. sec. 19, T. 41, R. 5	do	do	270,000	
		{ Lot 4, sec. 19, T. 41, R. 5	do	do		

And the undersigned further states and represents, that the said lands are covered by a growth of pine and hard-wood timber, in which the hard wood generally predominates; that there is sufficient hard-wood timber on said lands to answer all the demands for farming purposes and for timber for the improvement of such lands; and the same is more adapted and better suited for such uses than the pine timber thereon; and the pine timber is more valuable to the Indian for the purpose of selling the same to be manufactured into lumber than for any domestic or farming use in which he can adopt it; and that if a small portion of pine timber was left on each said tract it would be in danger of destruction by fire, to which it is extremely susceptible; and it would also become comparatively worthless, because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of breaking roads and putting in a very small amount of timber would be more than such timber would be worth after being put in.

And that the Indians fully realize this fact, and desire that all of their pine timber should be put in at the same time.

And the undersigned further respectfully asks that, by the order of your Department, he be permitted to complete each and all of the aforesaid contracts as specified in the foregoing schedule, and during the present logging season, under the superintendence of the Indian agent, and subject to such restrictions as you shall direct; and that under the superintendence of the Indian agent and subject to his approval that the undersigned may apply, as part payment for the logs so obtained by him in the completion of each said contract, the amount which each such Indian seller respectively is owing the undersigned for advancements heretofore made under such contracts.

And the undersigned further begs leave to represent, that the logging season is now so far advanced, and so large expenses are being daily incurred by him in holding matters in readiness for the completion of said contracts, that the most early decision practicable on this application is desired by the said contractor.

A. M. SHERMAN,
Contractor.
By ISADORE COOK,
Agent.

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

I, James T. Gregory, United States Indian agent for the La Pointe Agency, at Ashland, Wis., do hereby approve of the within statement of A. H. Sherman, and of all the matters therein alleged; and I further certify that I am satisfied that full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians; and that where a portion of the timber has been or is cut there is great danger of the destruction of the remainder by fire, arising from and fed by the tree tops and refuse left on the ground, and it is desirable that in all such cases that the balance of the pine timber should be cut and the trees thereby saved in value to the said Indians respectively.

J. T. GREGORY,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

Chas. H. Henry to the Commissioner.

EAU CLAIRE, WIS., November 21, 1888

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.:

In the matter of the sale by Indians of their pine timber on the Flambeau Reservation, in Wisconsin, at the La Pointe Indian Agency, located at Ashland, Wis.

The undersigned, C. H. Henry, a resident of the city of Eau Claire, Wis., hereby states and represents that during the past logging season, commencing in the fall of 1887 and terminating in the spring of 1888, he was a contractor engaged in purchasing timber from the Indians on the Flambeau Reservation, in Wisconsin, under and by virtue of several contracts made by him with said Indians, respectively, for the purchase of pine timber, which contracts the undersigned understands were approved by the Indian agency and by the honorable Commissioner of Indian Affairs.

That about the 19th day of March, 1888, the undersigned was notified of a telegram from the Indian Office at Washington, dated about March 13, 1888, and prohibiting the further cutting or receiving of pine timber under said contracts, and thereupon he ceased the said business.

That at the said time the undersigned was the owner of and held various of said contracts made with various of said Indians for such pine timber, which said contracts had not been completed; and a statement of said contracts is hereinafter given, showing the name of each Indian with whom the same was made, the date thereof, description of the lands mentioned in each contract, the amount of timber on each said tract of land which it was intended by the Indian seller and deponent should be cut and sold under each said contract, the amount cut on each of the same, and the amount yet to be cut on each of them to fully complete said contracts.

And the undersigned further states and represents that he was prevented by the said telegram from completing each and all of the said contracts.

Said list is as follows, showing in the first line the name of the Indian seller; in the second, the date of each contract; in the third, the description of the lands mentioned in said contract; in the fourth, the amount of timber on said land which it was intended by the Indian seller and by deponent should be cut and sold under said contract; in the fifth, the amount cut thereon; in the sixth, the amount still to be cut to fully complete such contract; and in the seventh, the amount of money and goods advanced by deponent to each such Indian under said contract and still owing by said Indian to the undersigned, viz:

Name.	Date.	Description.	Amount.	Amount cut.	Amount to be cut.	Amount owing by Indian.
Bill Corn.....	Sept. 22, 1887	{Lot No. 4, Sec. 12, T. 40, R. 5. NW. SW. Sec. 12, T. 40, R. 5. E. fractional $\frac{1}{4}$ NE. Sec. 3, T. 40, R. 5. Lot No. 1, Sec. 3, T. 40, R. 5. Lot No. 5, Sec. 12, T. 40, R. 5. SW. SW. Sec. 12, T. 40, R. 5.	All the pine.	None ...	125,000	\$120.50
Rising Sun	Dec. 3, 1887	{E. fractional $\frac{1}{4}$ NE. Sec. 3, T. 40, R. 5. Lot No. 1, Sec. 3, T. 40, R. 5. Lot No. 5, Sec. 12, T. 40, R. 5. SW. SW. Sec. 12, T. 40, R. 5.	do	do	675,000	912.00
Peter Corn.....	Sept. 22, 1887	{Lot No. 5, Sec. 12, T. 40, R. 5. SW. SW. Sec. 12, T. 40, R. 5.	do	do	545,000	783.00
Maw-twa-ji-no-kwe	Jan. 26, 1888	{E. $\frac{1}{4}$ SE. Sec. 13, T. 40, R. 5.	do	do	200,000	150.00
Sho-ga-be-ok	Oct. 9, 1887	{E. $\frac{1}{4}$ SE. Sec. 25, T. 40, R. 5.	do	Part...	170,000	745.15
Gi-nun-aw	Sept. 24, 1887	{NE. NE. Sec. 36, T. 40, R. 5. Lot No. 1, Sec. 36, T. 40, R. 5.	do	do	385,000	350.00
Pi-nun-ge-sa	Jan. 30, 1888	{W. $\frac{1}{4}$ SE. Sec. 18, T. 40, R. 6.	do	None ...	385,000	203.30
Ka-bi-ni-bi.....	Jan. 26, 1888	{SE. SW. Sec. 18, T. 40, R. 6. W. fractional $\frac{1}{4}$ SW. Sec. 18, T. 40, R. 6 SE. NW. Sec. 23, T. 41, R. 4.	do	do	165,000	400.00
Na-ai-kwa-gi-jig	Oct. 10, 1887	{NE. SW. Sec. 23, T. 41, R. 4.	do	do	60,000	264.47
E. Kwa-gi-ji-go-kwa ..	Sept. 22, 1887	{Lots 1 and 2, Sec. 20, T. 41, R. 5.	do	do	395,000	946.30
Bi-da-no-kwed	Sept. 23, 1887	{Lots 4 and 5, Sec. 20, T. 41, R. 5.	do	Part...	180,000	128.00
Ni-ga-ni-ji-jig No. 1 ...	Aug. 9, 1887	{NE. SW. Sec. 21, T. 41, R. 5. Lot 4, Sec. 21, T. 41, R. 5.	do	do	145,000	372.80
Wee-zo	Sept. 27, 1887	{Lots 3 and 4, Sec. 23, T. 41, R. 5.	do	do	80,000	40.00
Ba-bi-dash	Aug. 8, 1887	{W. $\frac{1}{4}$ SW. Sec. 35, T. 41, R. 5.	do	None ...	900,000	1,032.17
Ga-ga-yo-bi-kwe	Sept. 22, 1887	{Lot No. 2, Sec. 27, T. 41, R. 5. SE. NE. Sec. 28, T. 41, R. 5.	do	Part....	60,000	.....
Na-wa-kweb	July 19, 1887	{E. $\frac{1}{4}$ NE. Sec. 21, T. 41, R. 5.	do	do	40,000	119.41
Man-da-man	Jan. 10, 1888	{Lots 1 and 2, Sec. 24, T. 41, R. 4.	do	do	100,000	6.00
Man-da-maw-is	Oct. 14, 1887	{Lots 2 and 5, Sec. 30, T. 41, R. 5.	do	do	50,000	.....
Pi-dense	do	{Lots 3 and 4, Sec. 30, T. 41, R. 5.	do	do	20,000	.....
Bi Mash-l-kwe.....	Nov. 15, 1887	{SE. SE. Sec. 19, T. 41, R. 5. Lot No. 6, Sec. 19, T. 41, R. 5.	do	do	35,000	.....

And the undersigned further states and represents that the said lands are covered by a growth of pine and hard-wood timber, in which the hard wood generally predominates; that there is sufficient hard-wood timber on the said lands to answer all the demands for farming purposes and for timber for the improvement of such lands; and the same is more adapted and better suited for such uses than the pine timber thereon; and the pine timber is more valuable to the Indian for the purpose of selling the same to be manufactured into lumber than for any domestic or farming use for which he can adopt the same; and that if a small portion of the pine timber was left on each such tract it would be in danger of destruction by fire, to which it is extremely susceptible; and it would also become comparatively worthless because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of breaking roads and putting in a very small amount of timber would be more than the timber would be worth after being put in.

And that the Indians fully realize this fact and desire that all their pine timber should be put in at the same time.

And the undersigned further respectfully asks that by the order of your Department he be permitted to complete each and all of the said contracts as specified in the foregoing schedule, and during the present logging season under the superintendence of the Indian agent and subject to such restrictions as you shall direct; and that under the superintendence of the Indian agent, and subject to his approval, that the undersigned may apply as part payment for the logs so obtained by him in the completion of each such contract, the amount which each such Indian seller, respectively, is owing the undersigned for advances heretofore made under such contracts.

And the undersigned further begs leave to represent that the logging season is now so far advanced and so large expenses are being daily incurred by him in holding matters in readiness for the completion of said contracts that the most early decision practicable on this application is desired by the said contractor.

CHARLES H. HENRY,
Contractor.

I, James T. Gregory, United States Indian Agent for the La Pointe Agency at Ashland, Wis., do hereby approve of the within statement of C. H. Henry, and of all the matters therein alleged; and I further certify that I am satisfied that full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians; and that where a portion of the timber has been or is cut there is great danger of the destruction of the remainder by fire arising from and fed by the tree-tops and refuse left on the ground, and it is desirable in all such cases that the balance of the pine timber should be cut, and the trees thereby saved in value to the said Indians respectively.

J. T. GREGORY,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

Joseph Allen to the Commissioner.

EAU CLAIRE, WIS., November 21, 1888.

HON. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.:

In the matter of the sale by Indians of their pine timber on the Flambeau Reservation, in Wisconsin, at the La Pointe Indian Agency, located at Ashland, Wis.

The undersigned, Joseph Allen, a resident of the city of Eau Claire, Wis., hereby states and represents that during the past logging season, commencing in the fall of 1887 and terminating in the spring of 1888, he was a contractor engaged in purchasing timber from the Indians on the Flambeau Reservation, in Wisconsin under and by virtue of several contracts made by him with said Indians, respectively, for the purchase of pine timber, which contracts the undersigned understands were approved by the Indian agency and by the honorable Commissioner of Indian Affairs.

That about the 19th day of March, 1888, the undersigned was notified of a telegram from the Indian Office at Washington, dated about March 13, 1888, and prohibiting the further cutting or receiving of pine timber under said contracts, and thereupon he ceased the said business.

That at the said time the undersigned was the owner of and held various of said contracts made with various of said Indians for such pine timber, which said contracts had not been completed, and a statement of said contracts is hereinafter given showing the name of each Indian with whom the same was made, the date thereof, description of the lands mentioned in each contract, the amount of timber on each said tract of land which it was intended by the Indian seller and deponent should be cut and sold under each said contract, the amount cut on each of the same, and the amount yet to be cut on each of them to fully complete said contracts.

And the undersigned further states and represents that he was prevented by the said telegram from completing each and all of the said contracts.

Said list is as follows, showing in the first line the name of the Indian seller; in the second line, the date of each contract; in the third, the description of the lands mentioned in said contract; in the fourth, the amount of timber on said land which it was intended by the Indian seller and by deponent should be cut and sold under said contract; in the fifth, the amount cut thereon; in the sixth, the amount still to be cut to fully complete such contract; and in the seventh, the amount of money and goods advanced by deponent to each such Indian under said contract and still owing by said Indian to the undersigned, viz:

Name.	Date.	Description.	Amount.	Amount cut.	Amount to be cut.	Amount owing by Indians.
	1887.				<i>Feet.</i>	
Na-wa-kwe-gi-gi-go-kwe.	May 11	SW. SW. Sec. 26, T. 40, R. 4.	All the pine.	Part	215,000	.....
		Lot No. 4, Sec. 26, T. 40, R. 4.	.....do	.....do	215,000	.....
Osha-was-ko-gi-jig, No. 1	May 30	E. $\frac{1}{2}$ SE. Sec. 27, T. 40 R. 4.	.....do	.....do	615,000	\$498.47
Oge-ma-wa-bi-go-kwe	.....do	W. $\frac{1}{2}$ SE. Sec. 27, T. 40, R. 4.	.....do	.....do	325,000	.....
Klah-kaw-a-kwad-o-kwe	June 1	E. $\frac{1}{2}$ NE. Sec. 34, T. 40, R. 4.	.....do	.....do	195,000	.....
Ni-gi-ni-gi-jig, No. 2	June 12	N. $\frac{1}{2}$ SE. Sec. 27, T. 41, R. 4.	.....do	.....do	220,000	131.73
Da-gi-gi-go-kwe	June 20	S. $\frac{1}{2}$ NW. Sec. 27, T. 40, R. 4.	.....do	.....do	215,000	117.33
Si-ni-ki-gum	June 29	E. $\frac{1}{2}$ SW. Sec. 27, T. 40, R. 4.	.....do	.....do	35,000	.....
Bim-we-we-gi-gi-go-kwe.	.....do	E. $\frac{1}{2}$ SW. Sec. 34, T. 40, R. 4.	.....do	None	485,000	347.63
Na-wa-cum-a-go-kwe	.....do	Lot No. 1, Sec. 27, T. 40, R. 4.	.....do	Part	160,000	.....
		SW. NE. Sec. 27, T. 40, R. 4.	.....do	.....do		
Ba-da-ji-gi-wi-ni-ni	July 25	Lot No. 6, Sec. 36, T. 40, R. 4.	.....do	None	450,000	231.33
		SE. SE. Sec. 36, T. 40, R. 4.	.....do	.....do		
Wa-bi-ki-kik	Aug. 10	W. $\frac{1}{2}$ NE. Sec. 27, T. 41, R. 4.	.....do	Part	135,000	.....
Mi-ta-wa-ni-ni	Oct. 10	W. $\frac{1}{2}$ SW. Sec. 27, T. 40, R. 4.	.....do	.....do	75,000	.....

And the undersigned further states and represents that the said lands are covered by a growth of pine and hard-wood timber in which the hard wood generally predominates; that there is sufficient hard-wood timber on the said lands to answer all the demands for farming purposes and for timber for the improvement of such lands, and the same is more adapted and better suited for such uses than the pine timber thereon; and the pine timber is more valuable to the Indian for the purpose of selling the same to be manufactured into lumber than for any domestic or farming use for which he can adopt the same; and that if a small portion of the pine timber was left on each such tract it would be in danger of destruction by fire, to which it is extremely susceptible; and it would also become comparatively worthless because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of breaking roads and putting in a very small amount of timber would be more than the timber would be worth after being put in.

And that the Indians fully realize this fact and desire that all their pine timber should be put in at the same time.

And the undersigned further respectfully asks that by the order of your Department he be permitted to complete each and all of the said contracts as specified in the foregoing schedule, and during the present logging season, under the superintendence of the Indian agent and subject to such restriction as you shall direct; and that under the superintendence of the Indian agent, and subject to his approval, that the undersigned may apply as part payment for the logs so obtained by him in the completion of each such contract the amount which each such Indian seller, respectively, is owing the undersigned for advances heretofore made under such contracts.

And the undersigned further begs leave to represent that the logging season is now so far advanced, and so large expenses are being daily incurred by him in holding matters in readiness for the completion of said contracts, that the most early decision practicable on this application is desired by the said contractor.

JOSEPH ALLEN,
Contractor,
By ISADORE COOK,
Agent.

Approval by Agent Gregory of the foregoing.

I, James T. Gregory, United States Indian agent for the La Pointe Agency at Ashland, Wis., do hereby approve of the within statement of Joseph Allen and of all the matters therein alleged; and I further certify that I am satisfied that full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians; and that where a portion of the timber has been or is cut there is great danger of the destruction of the remainder by fire arising from and fed by the tree tops and refuse left on the ground, and it is desirable in all such cases that the balance of the pine timber should be cut, and the trees thereby saved in value to the said Indians respectively.

J. T. GREGORY,

*United States Indian Agent La Pointe Agency, Ashland, Wis.**Cosgriff & Gilbert to the Commissioner.*

EAU CLAIRE, WIS., November 21, 1888.

Hon. JOHN H. OBERLY,

Commissioner of Indian Affairs, Washington, D. C.:

In the matter of the sale by Indians of their pine timber on the Flambeau Reservation in Wisconsin, at the La Pointe Indian Agency, located at Ashland, Wis.

The undersigned, Cosgriff & Gilbert, a resident of the city of Chippewa Falls, Wis., hereby states and represents that during the past logging season, commencing in the fall of 1887 and terminating in the spring of 1888, he was a contractor engaged in purchasing timber from the Indians on the Flambeau Reservation in Wisconsin, under and by virtue of several contracts made by him with said Indians respectively for the purchase of pine timber, which contracts the undersigned understands were approved by the Indian Agency and by the honorable Commissioner of Indian Affairs.

That about the 19th day of March, 1888, the undersigned was notified of a telegram from the Indian Office at Washington dated about March 13, 1888, and prohibiting the further cutting or receiving of pine timber under said contracts and thereupon he ceased the business.

That at said time the undersigned was the owner of and held various of said contracts with various of said Indians for such pine timber, which said contracts had not been completed, and a statement of said contracts is hereinafter given, showing the name of each Indian with whom the same was made, the date thereof, description of lands mentioned in each contract, the amount of timber on each said tract of land which it was intended by the Indian seller and deponent should be cut and sold under each said contract, the amount cut on each of the same and the amount yet to be cut on each of the same to fully complete said contracts.

And the undersigned further states and represents that he was prevented by the said telegram from completing each and all of the said contracts.

Said list is as follows, showing in the first line the name of the Indian seller; in the second line, the date of each contract; in the third, the description of the lands mentioned in said contract; fourth, the amount of timber on said lands which it was intended by the said Indian seller and by deponent should be cut and sold under said contract; in the fifth, the amount cut thereon; in the sixth, the amount yet to be cut to fully complete such contracts, and in the seventh, the amount of money and goods advanced by deponent to each such Indian under said contract and still owing by said Indian to the undersigned, viz:

Name.	Date.	Description.	Amount.	Amount cut.	Amount to be cut.
	1887.				
Wa-sa-gwa-bi-ni....	Aug. 13	{ SW. SW., sec. 18, T. 41, R. 5 } { Lot 8, sec. 18, T. 41, R. 5..... }	All the pine.	Part....	25,000
Shi-ba-be-go-ke-we....	do do	{ E. ½ SE., sec. 13, T. 41, R. 4..... }	do	do	130,000
Oge-ma-we-gl-jig....	Aug. 15	{ NE. NW., Sec. 35, T. 41, R. 4..... } { NW. NW., Sec. 35, T. 41, R. 4..... }	do	do	120,000 30,000

And the undersigned further states and represents that the said lands are covered by a growth of pine and hard-wood timber, in which the hard wood generally predominates; that there is sufficient hard-wood timber on said lands to answer all the demands for farming purposes and for timber for the improvement of such lands; and

the same is more adapted and better suited for such uses than the pine timber thereon; and the pine timber is more valuable to the Indian for the purpose of selling the same to be manufactured into lumber than for any domestic or farming use in which he can adopt it; and that if a small portion of pine timber was left on each said tract it would be in danger of destruction by fire, to which it is extremely susceptible; and it would also become comparatively worthless, because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of breaking roads and putting in a very small amount of timber would be more than such timber would be worth after being put in.

And that the Indians fully realize this fact and desire that all of their pine timber should be put in at the same time.

And the undersigned further respectfully asks that by the order of your Department he be permitted to complete each and all of the aforesaid contracts as specified in the foregoing schedule and during the present logging season under the superintendence of the Indian agent and subject to such restrictions as you shall direct; and that, under the superintendence of the Indian agent and subject to his approval, the undersigned may apply as part payment for the logs so obtained by him in the completion of each said contract the amount which each such Indian seller, respectively, is owing the undersigned for advancements heretofore made under such contracts.

And the undersigned further begs leave to represent that the logging season is now so far advanced and so large expenses are being daily incurred by him in holding matters in readiness for the completion of said contracts, that the most early decision practicable on this application is desired by the said contractor.

COSGRIFF & GILBERT,
Contractors.

Approval by Agent Gregory of the foregoing.

I, James T. Gregory, United States Indian agent for the La Pointe Agency, at Ashland, Wis., do hereby approve of the within statement of Cosgriff & Gilbert, and of all the matters therein alleged; and I further certify that I am satisfied that full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians; and that where a portion of the timber has been or is cut there is great danger of the destruction of the remainder by fire arising from and fed by the tree tops and refuse left on the ground, and it is desirable in all such cases that the balance of the pine timber should be cut and the trees thereby saved in value to the said Indians respectively.

J. T. GREGORY,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

Edward Gordon to the Commissioner.

LAC COURT OUELLES, WIS., November 22, 1888.

DEAR SIR: In the spring of 1887 I made application for the W. $\frac{1}{4}$ of NW. $\frac{1}{4}$ of Sec. 3, T. 40, R. 8 W., on the Lac Court Ouelles Indian Reservation, Sawyer County, Wis. The land had previously been selected by Lizette Dupres, a quarter blood, who was not at the time, and never had been, a resident of this reservation. Her application was rejected by the chiefs and headmen in council with the agent at a previous council, and at the annual council held in April, 1887, her claims were brought up in opposition to mine, and the council again rejected her claim and allowed mine.

I made a contract with Dobie & Stratton for the pine timber on said tract, but before any of the timber was cut an order was received from the Department that my claim was contested and that none of the pine should be cut. My father and mother are both members of the Lac Court Oreilles band of Chippewa Indians, and I am a resident of the reservation, and have been for more than five years. I feel satisfied that my claims are good and that I am entitled to the allotment. I most respectfully pray that you will cause the matter to be investigated and settled. I feel satisfied that such investigation will cause the patent for such land to be issued in my name.

Very respectfully,

EDWARD GORDON.

Hon. J. H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

Special Allotment Agent M. C. Connelly to the Commissioner, transmitting report of allotments, etc.

UNITED STATES INDIAN SERVICE,
Petersburgh, Ill., November 24, 1888.

SIR: I herewith transmit report of allotments in severalty to the Indians residing on the Fon du Lac Reservation in Minnesota, and also mail schedules containing names of allottees.

Very respectfully,

M. C. CONNELLY,
United States Special Agent.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

Agent Gregory to the Commissioner.

UNITED STATES INDIAN SERVICE,
LA POINTE AGENCY,
Ashland, Wis., November 24, 1888.

SIR: I have the honor to submit herewith for Department action five contracts for the sale and delivery of pine timber made by members of the Bad River band of Chippewas, as follows:

Mary Roundwind with Ed. Brown.
Sa-gaw-ko-min, or Frank Sky with Ed. Brown.
Joseph Naw-gaw-ne-say, or Joseph Scott, with Ed. Brown.
Sha-de-mo, or Thomas Scott, with Ed. Brown.
Lizzie Condecon with Frank H. Williard.

All of these lands have been cut in former years, and it is necessary to cut the balance of the remaining timber in order to save it from fire and wind. The persons selling the same are in need of money, and I would respectfully request that the contracts be approved.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

Agent Gregory to the Commissioner.

UNITED STATES INDIAN SERVICE,
LA POINTE AGENCY,
Ashland, Wis., November 24, 1888.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.:

SIR: I have the honor to submit herewith six contracts for the sale and delivery of pine timber, made by certain members of the Bad River band of Chippewas, as follows:

We-mi-ti-go-shi, with Alphonso A. Maxim, jr.
Jack Frost, with Alphonso A. Maxim, jr.
Louise Mayotte, with Alphonso A. Maxim, jr.
Sanswes Min-de-moie, with Alphonso A. Maxim, jr.
Frank Blatchford, with Alphonso A. Maxim, jr.
George Manypenny, with Austin Lathrop.

Bonds with approved sureties accompany each contract.

All of these parties are worthy people and will use the proceeds from the sale of their pine to improve their farms, and I would respectfully recommend that said contracts be approved.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

The Commissioner to the Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 1, 1888.

SIR: Referring to your communication, dated October 22, 1888, upon the subject of logging operations on the Chippewa Reservations attached to the La Pointe Agency, Wisconsin, I have the honor to report that under date of October 29, 1888, I instructed Agent Gregory as follows:

"In cases where contractors were prevented from completing their contracts, by reason of office telegram of March 13, 1888, said contractors, who so desire, may be permitted to cut timber sufficient to complete their contracts, but each contractor must file a statement in due form that he was, by reason of said telegram, prevented from completing his contract, and a further statement of the amount of timber he was authorized to cut by the terms of his contract and the amount necessary to complete said contract; this permission to be confined exclusively to tracts which have been allotted, and the allotment of which has been approved by the President. The statements above required, with your approval indorsed thereon, should be forwarded without delay to this Department for consideration and approval."

I am now in receipt of a communication from Agent Gregory, dated November 23, 1888, with which he transmits lists of uncompleted contracts between Joseph Allen, A. M. Sherman, C. H. Henry, and Cosgriff and Gilbert, and certain Indians on the Lac du Flambeau Reservation.

Each of these lists gives the name of the vendor, the date of the contract, the description of the tract from which the timber was to be cut, the amount of timber the contractor was authorized to cut (in each case given as "all the pine"); the amount cut (in some cases given as "part" and in the remainder as "none"), the amount to be cut, and the amount advanced to the vendor by the contractor.

Each of these lists is sworn to by the contractor, who also swears that he was prevented from completing his contract by reason of the telegram from this office of March 13, 1888.

Each contractor embodies the further statement in his affidavit:

"That the said lands are covered by a growth of pine and hard-wood timber, in which the hard wood generally predominates; that there is sufficient hard-wood timber on the said lands to answer all the demands for farming purposes and for timber for the improvement of such lands; and the same is more adapted and better suited for such use than the pine timber thereon; and the pine timber is more valuable to the Indian for the purpose of selling the same to be manufactured into lumber than for any domestic or farming use for which he can adopt the same; and that if a small portion of the pine timber was left on each such tract it would be in danger of destruction by fire, to which it is extremely susceptible; and it would also become comparatively worthless because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of breaking roads and putting in a very small amount of timber would be more than the timber would be worth after being put in."

The contractors ask that they be permitted to complete each of their contracts during the present logging season under the superintendence of the Indian agent, and that under such superintendence they may apply as part payment for the logs so obtained the amount which each Indian seller is respectively owing the contractor for advances heretofore made under such contracts.

To each list is attached the certificate of Agent Gregory that he approves of the statement and all matters therein contained, and that he is satisfied "that full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians; and that where a portion of the timber has been or is cut there is great danger of the destruction of the remainder by fire arising from and fed by tree tops and refuse left on the ground, and it is desirable in all such cases that the balance of the pine timber should be cut and the trees thereby saved in value to the said Indians respectively."

In a few of the cases included in these lists the lands have not been allotted, and in some cases no contracts are on file in this office.

None of the lands covered by the contracts have been patented, but with the few exceptions above referred to they have been allotted and allotments approved by the President, from the date of which approval the title is regarded as vesting, the patent being merely *evidence of title*.

I should not hesitate to permit contractors to complete such unfinished contracts in the accompanying lists as cover allotments approved by the President, but they have requested an important modification of their original contracts, and one which I do not feel authorized to grant without your special direction.

The regulation of the Department upon this subject, embodied in a letter to Hon. Angus Cameron, dated October 9, 1888, is as follows:

"The timber should not be cut to waste, and not more than three-fourths thereof on each tract should be disposed of, leaving one-fourth, as near as may be, in a compact form for the use of the Indians."

All contracts are made for the sale of the merchantable timber upon three-fourths of an allotted tract, the boundaries of which are to be designated by the Indian agent.

In view of the request of the contractors for a material deviation from the regulations of the Department, as well as from the terms of their contracts, the matter of allowing the completion of said contracts in the manner proposed is respectfully submitted for your determination and direction.

Very respectfully, your obedient servant,

JOHN H. OBERLY,
Commissioner.

The SECRETARY OF THE INTERIOR.

The Secretary to the Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, December 3, 1888.

SIR: Replying to your communication under date of the 1st of December, upon the subject of logging operations on the Chippewa reservations attaching to the La Pointe Agency, Wis., I have to say that I think the regulation of which you speak, by which the right of the Indian to dispose of his pine is limited to three-fourths of the amount on each tract, should be modified, and you are authorized to so modify it that he may contract for the cutting, and the contractor may cut all of the pine on an 80-acre allotment which is so situated with reference to the natural opportunities or the constructed roads for hauling and banking logs as that it will be most to the advantage of the Indian to have it entirely cut and no part of it left standing. Indeed, in all such cases the contractor should be required to cut all the merchantable timber, including every tree which will make a log the smaller end of which shall be 10 inches or more in diameter and of which one-third would be merchantable pine.

The contractor should be in all cases required to cut clean as he proceeds, so that he makes no selection from among the trees to be cut; but if any timber remains uncut it should be in a compact body and so situated as that in the future it may be advantageously logged. The contracts should be required to be in such form as to protect this right of the Indian to have his pine cut in a suitable manner, and if otherwise made to be amended accordingly.

Where the allotments have been made and approved by the President and nothing remains but the issuance of the patent, I do not think it necessary to deprive the Indian of the privilege of selling his pine the coming winter. But patents should be, as soon as possible, issued in all such cases.

It is already understood by your instructions to the agent that no contracts are to be made, and none to be completed if hitherto made, for any tracts of land which have not been so allotted and the allotments approved. Particular attention should be given not only to the price, to see that it is sufficient, but to preserve the title of the logs in the Indian owner until the full price is paid. This price should be paid before the log-rolls are broken in the spring, if possible. If in any case it be necessary to drive to the boom, special permission should be obtained from the agent, and the rights of the Indian owner carefully preserved.

The agent should be instructed to the utmost care and diligence in the preservation of the rights of the Indian owners in all the particulars indicated and in whatever other point may appear necessary as the work progresses.

If any new contracts are made for cutting this winter during the coming season, I think they should be made so as to provide a clean sum to the Indian for the value of his timber standing, and not subject him to the risks of loss in any of the logging or banking operations. The stumpage value of the timber is a thing easily to be ascertained and much more safely to be estimated than the value of it subject to the risks of deduction by the cost of logging and banking. All such contracts should contain provision that the contractor shall employ Indian labor on equal terms in preference to other, whenever suitable.

Very respectfully,

WM. F. VILAS,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

Agent Gregory to the Commissioner.

UNITED STATES INDIAN SERVICE,
LA POINTE AGENCY,
Ashland, Wis., December 3, 1888.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C. :

SIR: I have the honor to submit herewith, for Department action, seven contracts for the sale and delivery of pine timber made by certain members of the Bad River band of Chippewas, as follows:

Wa-bi-ki-new or George Smart, with Ed. Brown.
Kish-kr-ta-wag, with Ed. Brown.
Git-che-e-kwa-gaw-sish, with Ed. Brown.
Michael Smart, with Ed. Brown.
Kwa-ke-c-se-she-go-kwa, heir of Joe Bochase, deceased, with Ed. Brown.
Joseph Green and Julia Green, heirs of Oge-maw-we-ge-zhig-o-kwa, deceased,
with Jerry Sullivan and John Lyons.
Margaret Green, with Jerry Sullivan and John Lyons.

Approved bonds accompany each contract.

The amount of pine to be cut from each tract is small, and in nearly every case a second cutting. The Indians selling the pine are poor and need the money, and I would respectfully request that said contracts be approved.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

The Commissioner to the Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 3, 1888.

SIR: The fifth paragraph of your instructions of October 22, 1888, upon the subject of timber contracts upon the various reservations attached to the La Pointe Agency, Wis., reads as follows:

"These sheets show that many allotments have been approved by the President which have not yet been patented, although a considerable time has passed, in many instances, since the allotments received the approval of the President. Unless there be some reason not shown by your communication and report, the patents should be immediately issued in accordance with the information and approval."

With reference to this matter I have the honor to state that patents have been issued upon all schedules of allotments to the Chippewa Indians, approved by the President prior to the passage of the act of February 8, 1837 (24 Stats., 388), with one exception, a schedule of twenty-two allotments to the Lac du Flambeau Indians, which was approved by the President November 9, 1836, but was mislaid in this office until after the passage of said act.

On the 5th of March, 1887, the Assistant Attorney-General rendered an opinion to the effect that the form of patent issued in all cases thereafter must be in the form prescribed in said act, which in effect abrogated the provisions of existing treaties as to patents.

From this opinion it was concluded that allotments must be made under the act of 1887, as it was not seen how a patent could issue under the act for lands not allotted in accordance with its provisions.

On the 26th of November, 1887, certain schedules of allotments, made by the agent in charge of the La Pointe Agency, were transmitted to the Department, with the recommendation that they be laid before the President for his approval, under the treaty of September 30, 1854 (10 Stats., 1109). It was remarked that it was not intended that patents should be issued, but that the approval of the schedules would enable the allottees to dispose of their timber, and that when allotments came to be made under the act of 1887, the same tracts could be re-allotted, and, with the additional lands selected, could be patented to the allottees.

Other schedules were submitted to the Department with similar remarks December 17, 1887.

All of these schedules were approved by the President.

In the instructions prepared in this office December 9, 1887, for the guidance of Special Agent Wall in making allotments on the La Pointe Reservations, which instructions were approved by the Acting Secretary December 12, 1887, the following paragraph occurs:

"Certain schedules of allotments made by Agent Gregory have been recently approved by the President. A duplicate of each is forwarded for your information.

These selections should be re-allotted to the same parties and included in the schedules of allotments made by you, as this course is necessary in order that patents may be issued therefor under the act of February 8, 1887."

The foregoing discloses the reasons why this office has taken no steps looking to the issuance of patents upon schedules which have received the approval of the President.

If you are of the opinion that the reasons given are insufficient, duplicates of each of the approved schedules will be forwarded to the Department for transmission to the General Land Office for the issuance of patents, either in the form prescribed by the treaty of 1854, or that prescribed by the act of February 8, 1887, as you may direct.

Very respectfully, your obedient servant,

JOHN H. OBERLY,
Commissioner.

The SECRETARY OF THE INTERIOR.

Agent Gregory to the Commissioner.

UNITED STATES INDIAN SERVICE,
LA POINTE AGENCY,
Ashland, Wis., December 4, 1888.

SIR: I have the honor to submit herewith for Department action four contracts for the sale and delivery of pine timber made by the following members of the Lac Court Oreille band of Chippewas with the Valley Lumber Company, of Eau Claire, Wis.: Ga-gi-eg-i-kwe, Maggie Ka-dook, Gwi-o-ko-gi-jig, Adeline Ma-ni-ma-gonse.

Bonds with approved sureties accompany the contracts.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

The Commissioner to J. T. Gregory

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 5, 1888.

SIR: Referring to your communication, dated November 23, 1888, with which you transmitted lists of uncompleted contracts between Joseph Allen, A. M. Sherman, C. H. Henry, and Cosgriff and Gilbert, and certain Indians of the Lac du Flambeau Reservation, you are informed that the matter having been submitted to the Secretary for his further directions, in view of the request of the contractors to be allowed to cut all the pine on the tracts covered by their contracts, the Secretary returned the same on the 3d instant, with authority to modify existing regulations so that an allottee "may contract for the cutting, and the contractor may cut, all of the pine on an 80-acre allotment, which is so situated with reference to the natural opportunities or the constructed roads for hauling and banking logs as that it will be most to the advantage of the Indian to have it entirely cut, and no part of it left standing. * * * The contracts should be required to be in such form as to protect the right of the Indian to have his pine cut in a suitable manner, and if otherwise made, to be amended accordingly."

In view of these directions I have prepared the form of amendatory contract, to be properly executed in duplicate and attached to the original contracts.

The price per 1,000 feet of stumpage has been left blank in the form. This price should be fair and reasonable in each case, and you will exercise particular care to see that a sufficient price is inserted, and approve no contracts unless you are fully satisfied that such is the case.

From your report of logging operations for last season, it appears that the average net gain to the Indians was \$2.25 per 1,000 feet. It is thought that at least this sum should be obtained in all cases, unless particular circumstances exist which tend to decrease the value of the pine. In all such, if any, you will make special report of the facts.

Upon examination of the list submitted by C. H. Henry, it is found that he has contracts with Rising Sun and Man-da-man, who have not received allotments. His list also includes the names of Bill Corn, Maw-twa-ji-no-kwe, Pi-nun-ge-sa, and Ka-bi-ni-bi, with whom no contracts are on file in this office.

The list submitted by Joseph Allen includes the names of Osha-was-ko-gi-jig, No 1, and Oge-ma-wa-bi-kwe, who have not received allotments. Cosgriff and Gilbert have no contracts on file in this office.

As before advised, the contracts with parties whose allotments have not been approved can not be recognized, and the contractors must not be allowed to cut or remove any timber from the tracts covered by such contracts.

Except in the case of C. H. Henry, no bonds accompany the contracts, but in his, as well as in all other cases, new bonds should be executed covering the new as well as the old contracts. I inclose memorandum of changes required in the old form of bond.

If the contracts are returned to this office with the modifications properly executed and attached thereto with a bond executed in proper form, with sufficient sureties, they will receive prompt consideration and approval, of which you will be notified by telegraph, so that the parties can commence work at once.

Your approval should be indorsed on each contract transmitted by you.

Great care must be exercised to protect the interests of the Indians, and that the directions of the Secretary and of this office are carried out in every respect.

Such of the contracts embraced in said lists as are on file in this office, and cover allotted lands, are herewith returned.

The matter of new contracts will form the subject of a separate communication.

Very respectfully,

JOHN H. OBERLY,
Commissioner.

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

Form of renewal and modification of uncompleted contracts.

It is hereby agreed that the annexed contract, bearing date _____, shall be renewed and extended until the _____ day of _____, 1889, subject to the following modifications, viz:

The party of the first part agrees that the party of the second part may cut from the within described tracts all the merchantable pine timber thereon. The party of the second part agrees to cut all the merchantable pine timber on said described tracts, including every pine tree which will make a log the smaller end of which shall be 10 inches or more in diameter and of which one-third would be merchantable pine.

The said party of the second part further agrees to cut clean as he proceeds, so as to make no selection from among the trees to be cut, and that if any timber remains uncut under this agreement, it shall be in a compact body, so situated that it may be advantageously logged. The said party of the second part further agrees to employ Indian labor in the cutting and removal of said timber in preference to other labor on equal terms whenever suitable, and also guaranties and agrees to pay to said party of the first part at least the sum of \$— per 1,000 feet of logs, according to the bank scale absolutely, besides such further sum, if any, as shall be due upon the terms of the annexed contract, of which this is amendatory; all to be paid before the log-rolls are broken in the spring unless special permission be given by the United States Indian agent in charge of the La Pointe Agency to drive the logs to the boom, the title to the logs to remain in the party of the first part until full payment has been made.

Witness the hands and seals of said parties the day and year first above written.

_____. [SEAL.]
_____. [SEAL.]

In presence of—

(Certificate of interpreter.)

The Secretary to the Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, December 5, 1888.

SIR: Replying to your communication of the 3d instant in relation to the issuing of patents upon allotments made to the Chippewa Indians under treaties, I have to observe that the opinion of the Assistant Attorney-General of March, 1887, relates only to allotments made subsequent to the passage of the act of February 8, 1887, and recognizes expressly the rights of Indians in allotments previously made to be unaffected. As to all such allotments as were made and approved before the passage of that act, it seems to me that they should be completed by the issuance of patents

in accordance with the right of the Indians to the same under the treaty. This simply completes what was already rightfully done in accordance with the rights existing at the time of the passage of the act.

Such allotments as have been made under the treaty of September 30, 1854, since the passage of the act of 1887, and approved by the President, should also be patented. The right of the Indians secured by the treaty is not diminished or abridged by the act of 1887; and, therefore, they are not obliged to wait for the perfection of that right until allotments shall be made under the act of 1887. Patents to be issued in pursuance of such allotments may, however, take the form prescribed in the act of 1887, in accordance with the opinion of the Attorney-General, because the allotments have been made since that act became operative, and his opinion is to the effect that it so far operates as an amendment of the treaty.

Respectfully, yours,

WM. F. VILAS,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

Agent Gregory to the Commissioner.

UNITED STATES INDIAN SERVICE,
LA POINTE AGENCY,
Ashland, Wis., December 6, 1888.

SIR: I have the honor to submit for Department action eight contracts for the sale and delivery of pine timber made by members of the Bad River band of Chippewas with John B. Denomie, of Odanah, Wis., to wit: Wa-ian-sa-waze; Mary Met-wa-a-gwan; Frank Beson; Sam Denomie, sr.; May-no-kaw-se; Ta-ba-sa-siw-no-kwa; Mis-squa-e-she-go-kwa, heir of Me no-ge-zhig-we-be, deceased; Mary Amos, heir of Gust Beson, deceased.

A bond with approved sureties accompanies each contract.

The persons selling the pine are poor and in need of money, and as the amount of pine in each case to be cut is small, I would respectfully recommend that said contracts be approved.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

HON. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

B. F. Hutchins and John Brennan to the Commissioner, inclosing their complaint, with affidavits, sworn copies of proceedings and resolutions of council.

WEST SUPERIOR, Wis., December 6, 1888.

DEAR SIR: Inclosed find papers which explain themselves.

Please give the matter your immediate attention and advise us of your action.

Yours truly,

B. F. HUTCHINS.
JOHN BRENNAN.

The COMMISSIONER OF INDIAN AFFAIRS.

[In the matter of cutting timber on lands allotted to the Fond du Lac band of Chippewa Indians.]

COMPLAINT.

The members of the Fond du Lac band of Chippewa Indians, to whom allotments have been made under an act of Congress passed and approved February 8, 1887, and who, during the summer and fall of 1887, entered into contracts with Patrick Hynes to cut and deliver unto him certain amounts of logs in said contracts specified, during the logging season of 1887 and 1888, respectfully represent to the honorable Commissioner of Indian Affairs:

I.

That the said contracts were fraudulently obtained by the said Patrick Hynes; that the said Hynes falsely and fraudulently represented unto us that he had the sole power and authority from the Government to contract for our timber and that we

could sell the same to no other person or persons; that said representations were false and were by him made with intent to cheat and defraud us, knowing that they were false; that we relied upon said representations and were thereby induced not to seek purchasers for our timber elsewhere and to enter into said contracts.

That the price to be paid for said timber as stated in said contracts does not exceed \$5 per M foot, board measure for logs delivered on the bank of the river. That at the time of the making of said contracts timber of the class called for therein, delivered as required thereby, was reasonably worth and the market price thereof was \$6 to \$6.50 per M foot and is now reasonably worth \$6.50 to \$7 per M foot.

II.

That instead of having us cut and deliver said timber to said Hynes, as in said contracts it was provided we should do, he, the said Hynes, let the cutting and banking thereof unto white men, who, with crews composed exclusively of white men, under the instructions of the said Hynes, went in upon our said lands and cut and banked about 30,000,000 feet of logs. That all labor performed in and about said timber was performed by white men.

That we during the logging season of 1887 and 1888 could have cut and banked the amount of logs aforesaid without the aid of white men, excepting their assistance in some cases in furnishing us with teams and logging outfits.

That many of us were ready, willing, and able to cut and bank the amount of logs we had agreed to deliver, but were prevented from so doing by the said Patrick Hynes, who ordered us off our said lands.

That many of us applied to the said Hynes for work, to assist in cutting and banking said logs, and he refused to give us employment, stating that he did not want to be bothered with Indians.

That the said Hynes in cutting said timber selected the best of it wherever found, and did not leave standing on each claim in a compact body one-fourth thereof as required by the rules of the Department of the Interior, but on the contrary cut and slashed out said timber, selecting the best and rejecting all that was not first-class.

That the said Patrick Hynes cut and carried away timber on lands allotted to many of us with whom he had no contracts. That there are many of us with whom the said Hynes has not settled for what logs he cut and carried away.

That to those with whom he did settle he did not give a correct scale of the logs cut and banked, rejected all logs which were not prime, and has refused to give or furnish to many of us any scale at all. That the false scale so furnished was knowingly used by the said Patrick Hynes as a basis of settlement, and the Indians were thereby cheated and defrauded out of many thousand feet of logs; the exact amount we are unable to state.

That in making said settlements the said Hynes deducted the cost of cutting and banking said timber from the contract price thereof; that he charged high and exorbitant prices for doing said work, and the amount allowed the Indians in any case did not exceed \$1.50 per M foot, board measure, and in a majority of the cases it was less than this amount.

That the said Hynes in making said settlements where he had advanced provisions to an Indian in excess of the amount of pine on his claim would transfer said account and charge it to an Indian who had a claim on which there was pine sufficient to pay said account.

That in said settlements the said Hynes charged the Indians \$10 for surveying each claim; that the contracts with the said Hynes expired by limitation May 1, 1888.

III.

That the said Hynes is now making preparations to enter upon our said lands and cut and carry away the timber thereon without our consent and against our objections.

That some of his jobbers are now on said lands with crews composed exclusively of white men preparatory to cutting said timber. That neither the said Hynes nor any of his jobbers will employ Indian labor. That the said Hynes claims to have permission from the Department to enter upon said lands and clear up the lands cut over last season. That he does not intend to clear said land but is merely using this pretense to get on to our lands, and cut our timber and carry it away. That we are informed and verily believe that the said Hynes intends to strip our lands of its best timber and cheat and defraud us out of the price thereof.

That many of us are ready, willing, and able to cut and bank our own logs, and we proposed to the said Hynes so to do, but this by intimidation and threats he refused to allow us to do, claiming that he had orders to go in and cut "the whole damn business," and that he proposed to do so regardless of the Indians.

IV.

That the said Hynes, aided and abetted by Farmer Young, at the Fond du Lac Reservation, and J. T. Gregory, Indian agent at Ashland, Wis., as we are informed and verily believe, intend to strip our said lands of the valuable timber thereon and cheat and defraud us out of the same.

That we are informed and believe that the reports heretofore sent by the said Young and those sent by the said Gregory to the honorable Commissioner of Indian Affairs in regard to the cutting of timber on our reservation were false and untrue. That we have been knowingly and willfully misrepresented by said agent and farmer. That we are informed by said farmer that the said Hynes is the only person who can cut timber on our said lands and with whom we can make contracts in reference thereto.

That the said farmer has prevented us from cutting ties upon our said lands. That we intended to clear our land by cutting said ties, and intended selling said ties to obtain means to support ourselves. That the special agents heretofore sent out by the Department on complaints made failed to perform their duty and willfully neglected to investigate matters, and, as we are informed and believe, falsely reported the facts which came beneath their notice.

V.

Wherefore we pray that an order be made restraining the said Hynes, his agents and employés, from cutting any timber upon our said lands, and that we be permitted to sell our timber on contracts subject to the approval of the Department in an open market to the highest bidder.

We object to the said Young and Gregory, or either of them, passing upon any contract made by us because of their affiliation with those who have heretofore cheated and defrauded us. We can not trust them, and instead of honestly performing their duties as public officers they will do all they can to deprive us of our rights.

In the event you deem an investigation necessary we ask that pending such investigation an order be issued restraining the said Hynes, his agents and employés, from cutting timber on said lands. We ask that said investigation be had on our reservation or at some convenient point thereto; that we be allowed to appear in person and by attorney and produce witnesses in our behalf.

We ask that said investigation be had upon our reservation for the reason that all of us are poor and few of us have means sufficient to more than live. That it would be impossible owing to our financial condition to attend and present our case before any tribunal at any great distance from our said reservation; and thus as in duty bound shall we ever pray.

B. F. HUTCHINS,
JOHN BRENNAN,
Attorneys for Indians.

STATE OF WISCONSIN,
County of Douglas, ss:

Frank Lemin, Louis Petite, Joseph St. John, Charles Fregeau, Emma Skye, Maggie Skye, and Maggie Martinean, being duly sworn on oath each for himself, says: That he is a member of the Fond du Lac band of Chippewa Indians; that an allotment was made to him under the act of Congress passed and approved February 8, 1887; that he has heard read the foregoing complaint and knows the contents thereof, and that the same is true of his own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters he believes it to be true.

FRANK LEMIN.
LOUIS PETITTE
JOSEPH ST. JOHN.
CHAS. FREGEAU.
EMMA (her x mark) SKYE.
MAGGIE (her x mark) SKYE.
MAGGIE (her x mark) MARTINEAN.

Subscribed and sworn to before me this 4th day of December, 1888.

H. H. GRACE,
Notary Public in and for Douglas County, Wis.

STATE OF WISCONSIN,
County of Douglas, ss:

I, S. E. Tubbs, clerk of the circuit court in and for said Douglas County, which is a court of record having a seal, do hereby certify that H. H. Grace, esquire, whose name is subscribed to the jurat of the annexed instrument, was, at the time of signing the same, notary public in and for said county, duly commissioned and qualified and duly authorized to administer oaths; that I am well acquainted with his handwriting, and I verily believe that the signature to the said jurat is genuine.

In witness whereof I have herunto set my hand and affixed the seal of said court, at Superior, in said county and State, on this 6th day of December, A. D. 1888.

[SEAL.]

S. E. TUBBS

Clerk.

PROCEEDINGS OF COUNCIL.

FOND DU LAC INDIAN RESERVATION OF THE
LA POINTE AGENCY, MINNESOTA,
November 20, 1888.

Council called to order by M. Defoe, who is chairman of the standing committee which was elected to preside over all councils held by said Indians during the year 1888. Chairman M. Defoe addressed the council as follows:

"Last fall, when contracts were being made with the Indians, they did not understand that the contracts then being made to operate on would be valid for two consecutive winters.

"I have had considerable experience in working in timber and I never knew of any case where a contract made for one season would be valid for two seasons. Now that contracts made with us last winter are to be used and operated on this winter, which we know is against ordinary custom, and that individual protest to Hynes is unheeded, we must employ some one to act for us and protect our interests according to law. If we remain silent they will send reports to Washington, saying the Indians are well satisfied with the way they are using us, and the report will be accepted as facts in Washington, as they have always done before."

John Cadotte, a member of said standing committee, then addressed the council as follows:

"Mr. Pat. Hynes is now making preparations to cut timber off our reservation under the contracts which expired last May, and that is in my opinion a scheme to bluff the Indians and get their timber at any event. Mr. Hynes has already proved himself a thief and dishonest in his dealings, and this act of his can be nothing but dishonest."

RESOLUTIONS OF COUNCIL.

The following resolutions were then adopted by the council:

I. That we protest and object to Patrick Hynes cutting any timber on the lands allotted or patented to us under the act of Congress, under date of February 8, 1887, or otherwise, for the following reasons, to wit:

II. The contracts under which Mr. Hynes claims the right to cut said timber were obtained from us by fraud, he representing and we believing that he, the said Hynes, had a special permit or license from the General Government and the exclusive right to purchase timber from us, in consequence of which we were denied an open market and did not receive the market price for said timber.

III. That the said Patrick Hynes, in his dealings with us, has been dishonest, in not giving us an accurate scale of the logs and refusing to account to us for the logs already received by him under said contracts.

Whereas all the land held by us is generally heavily timbered with valuable pine timber, and being desirous of obtaining and realizing all the money possible for the said timber, we entered into contracts with the said Hynes whereby we were to cut and bank all timber taken from our lands, but that the said Hynes heretofore has not employed Indian labor to cut and bank said timber, but he has gone in upon our lands without our consent, with crews composed exclusively of white men, when Indian labor as equally efficient could have been had, and cut the finest of the timber, cutting and slashing it in such a manner as to destroy a great deal of good timber on that portion of the land on which he operated, and that he has not left one-fourth of the timber on any one claim standing in a compact body, but that he has operated with an utter disregard of the rule of the Department of the Interior in this respect, selecting and cutting the best timber wherever the same be found.

Be it further resolved, That we, the undersigned, individually and jointly promise and agree to stand united and together and use all lawful means within our power to protect our lands from being trespassed upon and our timber from being unlawfully cut and carried away by the said Patrick Hynes or any other person whomsoever, and all persons, including said Hynes, his agents, attorneys, and employes, are hereby forbidden to enter upon our said lands without our permission, or to cut and carry away any timber thereon; and such who violate this mandate will do so at their own risk, and will be prosecuted to the full extent of the law.

Be it further resolved, That for the purpose of carrying into effect the foregoing resolutions and presenting our grievances to the Department of the Interior we do hereby appoint B. F. Hutchins and John Brennan, of West Superior, Wis., with full power and authority to act in the premises.

In witness whereof we have set our hands and seals the day and year first above written.

Michael (his x mark) Defoe, committee on affairs; Joseph (his x mark) Houle;
Frank La Duke, secretary; Eugene Danielson, Benjamin (his x mark) Lagoe,
Frank (his x mark) Houle, John Cadotte, Julius Cadotte, James Smith, Mrs.
(her x mark) Dubry, Sophia (her x mark) Lagoe, Kate (her x mark) Dubry,

Michael (his x mark) Petite, Antoine Couture, Joseph Lamuchie, Charles Cadotte, jr., Joseph (his x mark) Defoe, Joseph Petete, Joseph (his x mark) Schottlin, John (his x mark) Houle, Gus (his x mark) Cadotte, John McKensie, Joe Obigwat, Frank Houle, jr., Joseph (his x mark) Houle, jr., John Chaslay, Peter Bever, Manshaknias (his x mark), Antoine Naganaf, Frank (his x mark) La Mieux, Charlott Cadotte, Wabishi (his x mark) Kigwanaleikwe, Misha (his x mark) Giskishg, Susan (her x mark) Church, Lizzie (her x mark) Church, Mary (her x mark) Defauld, Alex. (his x mark) Houle, jr., Maggie Defauld, Lizzie (her x mark) Landree, James Shatty, Pete (his x mark) Shatty, Mary (her x mark) Martin, Nancy Gurnoe, Wabish (her x mark) Gabikwe, Antoin (her x mark) Defoe, Lizzie (her x mark) Williams, Marceline Couture, Nata (her x mark) Washkwe, Waltee Ruttle, Mary (her x mark) Ruttle, Julia (her x mark) Marter, Ajenakwe (her x mark) Defoe, Ajenakwe (her x mark) Defoe, Frank (his x mark) Defoe, jr., Pete (his x mark) Defoe, Charlott (her x mark) Martin, Nesh (her x mark) Bikwe, Therse (her x mark) Sexton, Josette Houle, Mary Houle, Susan (her x mark) Posey, Susan (her x mark) Hôule, Joseph Posey, Louis Petite, Frank (his x mark) Lemieux, Joseph St. John, Maggie (her x mark) Skye, Mary (her x mark) Skye, Maggie (her x mark) Martin, Maggie (her x mark) Skye.

(Seal attached to each name.)

STATE OF WISCONSIN,
County of Douglas, ss.

B. F. Hutchins, being duly sworn on oath, says that he has carefully compared the foregoing instrument with the original thereof and that the same is a true and correct copy of said original and of the whole thereof.

B. F. HUTCHINS.

Subscribed and sworn before me this 6th day of December, 1888.

[SEAL.]

H. H. GRACE,

Notary Public in and for Douglas County, State of Wisconsin.

Chiefs and headmen, in council, to the President.

(Received in Indian Office December 8, 1888.)

GROVER CLEVELAND,
Executive Mansion, Washington, D. C.:

Whereas we, the Indians of the Lac Court Oreille band of Chippewa tribe, once more meet in council to repeat our oft and unheeded prayers and petitions for protection from oppression so burdensome to our people. The following resolutions were passed to be transmitted for your consideration. We are compelled to do this, because all efforts to be heard have proved futile through other sources.

Resolved, first and foremost: We want a new agent. Gregory resigned during the last winter, and why have we not had a new and honest agent? We have not seen Gregory on the reservation for many months. Still, it is as well that it is so. We have no need of him; we will transact no business with him. Our experience with him has schooled us to be wary of his plots and intrigues.

Second. We peremptorily request that no patents be issued in favor of outsiders, the same who were permitted to cut timber without patents by Agent Gregory the past winter; that orders be issued by the proper Department in Washington to suspend all operations done by and for them, because they acquired their claims through fraud and against the free will and assent of the council, and not by virtue of legal right of nativity and permanent residence on the reservation. The benefit of the timber so cut to inure to the benefit of the person, a member of the reservation, applying for allotment of said land.

Third. Our people are desirous that the "Dawes bill" be put in operation, and that the special agent provided by said bill be immediately dispatched, with instructions in accordance to the law which provides the same. Throughout every reservation in this agency he has been looked for, as promised, with great anxiety.

Fourth. Orders from Gregory having been issued that the incompleting contracts of last spring by Department orders be opened and completed this fall, surprised our people, because it is reasonable to suppose that if it was wrong to continue cutting through mismanagement of Indian affairs, why is it not wrong still? Has anything been done to alleviate our troubles; have our complaints, prayers, and petitions been heeded; has our oppression been made lighter by reason of them? Not in the least.

The same routine is being pursued by orders from Gregory. The camps are filled with white laborers exclusively, the Indian being entirely unknown, because, as it is said, he estimates the worth of his labor too high. Is it not a common law among all nations, of whatever creed or color, to set a price on his own ware for traffic? Should not the laborer do as much on his own time? If the Indian is expected to reduce his wages to a fair rate to meet the exigency of the times, should not the trader also be expected to reduce his prices on his ware? The trader makes statement that no money is made in logging because of high price of wages, but where do they get the money to buy fast horses and nice equipages, and keep up their fast living, which they have enjoyed since entering in logging speculation? They say they are losing money every year; why is it they do not quit the job and give place to others? They come here of their own free will, and may go when they will. None of them are too good to retain very long; better ship them off before they are thoroughly proficient in the art of Indian traders of old. We would be glad to get rid of some of them.

Fifth. Now that the election is over the white labor can very well be dispensed with and replaced with Indians, which action would be met with a lasting and grateful commendation from our people. Within a few weeks the Indians wrote to Gregory, being anxious to know whether the people who cut timber without patents were to be permitted to cut this fall. Gregory answered that no one will be permitted to cut timber without patents. We felt relieved. At the same time, in the same breath, he was permitting them to cut. This we urgently request to be put a stop to, as it is so much more taken from the mouths of our children to feed adventurers. You certainly know what you would do were you placed in the same predicament we are.

Sixth. We peremptorily request that no new contracts be made without a positive understanding between the Department, traders, and contractors that no white labor be employed unless absolutely necessary, necessity arising from insufficiency of Indian help. The agent should not be empowered to introduce white labor on any other grounds (because as the old saying goes, give him an inch he will take a foot) and that not without consulting the Indians in open council. The price for Indian labor should be determined by a council of Indians, the Government farmer and the traders being present, for the purpose of a compromise in the matter. It is utterly impossible for an Indian living on the reserve to support himself and family by working at the price the Swede and Norwegians do because their wants are few and they are not obliged to buy goods at the store; most of them save all their earnings and take it from the country, whereas the Indian is obliged to pay a high price for his goods and supplies; either he has to take it or leave it alone and go without, for he can not draw money from the trader when he will. The Indian draws a time check from his employer for so many days' work; he needs money and must have it for a special purpose; perhaps his family is living 40 miles away and is in want; he takes this time check to the trader; he gets his money at a discount of 10 or 15 per cent., which is outrageous.

We have nearly exhausted our breaths crying to the Department for justice in behalf of our people; our prayers and petitions have been disregarded; they have been unheeded; our people are being goaded even to the very verge of desperation. We have been crying for protection; we have complained of being robbed of our lands and given to outsiders; we are robbed of means to make a living by introducing white labor on the reservation; we have complained that our fields were being run over and devastated by the white man's cattle and hogs, our crops destroyed by the same, but nothing is done; all is disregarded and unheeded; being unable to cope with them through the process of law; we are therefore left to mourn the loss at our leisure.

We will now proceed to give a detailed explanation of the whole matter. At the spring council of 1886 (it being the annual council) Agent Gregory entered into a compromise with the council after an ineffectual effort had been made by the Indians to erase every one from the list of applicants who was not a permanent resident of the reservation, that in order to be entitled to the selections of land they had made they should be held under obligation to build habitable buildings on said selections; every person not complying with the obligation during the year up to the annual council of 1887 should be erased from the list. The document binding the Indians to that effect was duly signed, while Gregory promised he would do his part in the matter.

During the lapse of the time above mentioned the Indians were informed that Gregory did not mean to do as he agreed, but would send the list as it was to be approved by the President and patents be issued in their favor. The Indians made another effort to enforce the obligation, but Gregory was obdurate and ugly; would not yield. Wherefore during the past winter Gregory permitted these same individuals without patents to cut the timber on their selections. During the summer of 1886 the

Indians, exasperated almost to desperate deeds by Gregory's treachery, sent a petition to Commissioner Atkins complaining of the base treatment by Gregory (yet Atkins swore before the investigating committee that complaints had never been made to him). This same petition was sent to Gregory from Washington with instructions to find out whether the signatures affixed to the petition were genuine. Gregory sent the same to Farmer Rusler to do the job, with instructions to hold it until called for, where it remained until last spring and brought to light by Inspector Marcum when investigating on this reservation.

We would therefore refer you to that petition, which is embodied in Inspector Marcum's report. The base treachery perpetrated by Gregory has brought to light a small cloud not bigger than a man's hand which may eventually assume proportions, and would, had it not been for the delegation visiting Washington the past winter, on whom we expected a change would be effected. Until within a few weeks, yea, until the time that Gregory issued orders to commence logging, we had hopes of a change, but now our hopes are dead within us, and hence this petition.

The foregoing recital is the beam in our eyes; remove this and we are made whole, the remedy being a compliance with our imperative requests, which are just and honest notwithstanding representations made by parties who have axes to grind—parties who unconsciously led you to turn the stone for their grinding, by approving the claims of individuals mentioned as outsiders.

The term outsiders is applied to mixed-bloods or half-breeds, who flocked on the reservation leaving their farms and homes and other property in the hands of other parties, issuing from different counties in the State of Wisconsin, whose parents have for many long years abandoned their tribal relations, who themselves have never resided on any reservation, but born and bred among white people, claiming citizenship, by virtue of which have acquired land and other property, who, merely to plunder the poor Indian, have appeared on the premises eager to claim relationship; who by bribery and other pernicious devices soon fell into the good graces of a certain class of the Indians, who for the sake of being let alone, and like as not a bottle of whisky, had them enrolled clandestinely.

Repeatedly the chiefs remonstrated with the agent that no more outsiders should be enrolled, while as often the agent would assure them that at the annual council they had the privilege of rejecting any and erase from the list whom they objected to. But this was to deceive and disarm suspicion of his real intentions. The more he had on the list, the more it furthered his own ends, and the more it benefited the trader, but death to the rising generation of Indians.

The entering of selections of land by shid outsiders since the existence and approval by the President of the Dawes bill is another beam in our eye to be extracted by an order issued that said list be laid aside forever and the land be allotted to members of the reservation.

Respectfully submitted.

Present in council and affix their signatures:

Ah-ke-wen-zee, chief; George Sheff, chief; Omah-iaw-wa-je-wabe, chief; Frank Shogay, head-man; Gekek, head-man; Me-ze-wa-ge-zhig, head-man; Nah-sah-we-ge-sis; Gah-be-bo-no-kay; John Corbin; Louis Hall; George Rous-sain; L. V. Corbin; Ozha-wash-ko-gwan; Tahge-o-say.

The others being absent on their hunting grounds.

LAC COURTE OREILLE RESERVATION,
Sawyer County, Wis., November 17, 1888.

Charges of Chiefs against Agent Gregory.

(Received in Indian Office December 8, 1888.)

That whereas at some future day we are to be visited by a "special agent" from Washington, long promised, for the purpose of allotting lands in severalty to the Indians of this reservation:

Therefore, we, the said Indians in council assembled, corporally, claim and hereby assert that a wrong and injustice has been done us by Agent Gregory by usurping our prerogative to discriminate to whom allotment of land should be made upon our reservation, thereby despoiling the pine product of our land by indiscriminately allotting the same to adventurers seeking for plunder, and hence feeding the greediness of timber sharks. A wrong and injustice has also emanated from the Department in Washington, in that no formal announcement officially of the "Dawes bill" has yet been made to the Indians residing on this reservation.

The existence of said bill was known by outside parties through newspapers a long while before it reached any one on the reservation, and while we have been waiting for an official announcement the said outside parties were busy scouring the country on the reservation for the most profitable pine lands, which they have entered either for themselves, wives, or children, thus leaving nothing but their cullings to the residents of the reservation. A few of the last mentioned have entered gleanings. There are many yet to be provided for who are anxiously awaiting the coming of the special agent, in the hopes that the "Dawes bill" will be the course pursued to the letter thereof.

In anticipation of the event the said council assembled have resolved to submit the following resolutions, which they are determined to adopt and stand by:

(1) That all and every Indian (full or mixed blood) not born on the reservation or who was not a resident on said reservation prior to the allotment of lands by any agent in charge, or prior to the order permitting the cutting of timber on the reservation, shall be considered as outsiders, having no right to land on the reservation. (Provided for Dawes bill, section 4.)

(2) All and every person and individual born on the reservation, and has already received one 80-acre lot, by virtue of his or her nativity or by his or her parentage, whose home and residence is not on the reservation, shall not be permitted to make a second selection, either for himself, wife, or children, or the wife for herself and children. (Dawes bill, section 4.)

(3) All and every such person and individual as above described, whose name appears on the roll list annually made within the respective years 1884, 1885, 1886, to the spring of 1887, shall be dropped, the same who, under vigorous protest by the Indians, were enrolled and to them lands allotted, and without patents were specially permitted to cut timber by Agent Gregory, hence all timber left either still standing or left on the ground shall be for the benefit of the person entering the same as allottee, said land being subject to entry by members of the reservation. (Request imperative. Provided for Dawes bill, section 4.)

(4) All and every person and individual as described in the foregoing (resolution 1) who has made application, and has entered land within the years 1887 and 1888, either for himself, wife, and children, or a wife for herself and children, their names shall be dropped and erased from the roll list of applicants, and the land so entered be allotted to members of the reservation. (Request imperative and provided for Dawes bill, section 4.)

(5) To prevent acceptance of bribery and other fraudulent and pernicious devices heretofore resorted to by persons desirous of securing pine land in view of profit; no chief, head-man, nor subject shall be allowed to confer with the special agent, singly or separate from the open council of the committee of six, in view of influencing said agent in behalf of any person and individual who has already been rejected, neither of that of a doubtful case, but such person may appear before the committee of six and adduce further proof and evidence of his or her eligibility and right to land on the reservation, and if necessary the agent to consult some competent person, a member of the reservation, to verify the evidence and assertion of the person being under examination.

(6) All and every person and individual (full or mixed blood) born on the reservation who, up to the time of the allotment of land or order permitting the cutting of timber, have lived and resided outside of the reservation, still, having acquired no home or landed property in his or her name, who has subsequently returned, and in good faith resolves to make this his or her home, or any other person and individual of Indian descent who was bona fide resident on the reservation prior to the time and date hereinbefore mentioned, and who has up to this date continued to reside on the reservation, is entitled to the benefit, as provided in "Dawes bill," section 1, to an allotment of land.

This document was drawn up in anticipation of the coming of the special agent at a council of Indians of this reservation in the early part of the summer, June 12, 1888. We really believe had the special agent come as was promised all this difficulty and uneasiness would have been avoided. You will by the inclosed document derive information as to the feeling and sentiments of our people in general.

AH-KE-WEN-ZEE,
Chief.
GEORGE SHEFF,
Chief.
FRANK SHOGAY,
Head-man.

LAC COURT OREILLE RESERVATION,
Sawyer County, Wis., June 12, 1888.

The Commissioner to Agent Gregory.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 8, 1888.

SIR: Referring to my letter of the 5th instant, upon the subject of uncompleted timber contracts, I transmit, herewith, a form of contract for the sale of pine timber, embodying the views of the Secretary as set forth in his communication of the 3d instant, copy of which has been furnished you.

Where an allottee holds a patent for his land, or his allotment has been approved by the President, and you are satisfied that the sale of the timber on such allotments would be for the actual benefit of the Indian, you will permit him to contract for its sale in the manner indicated by the Secretary and in the accompanying form of contract.

You will take especial pains to see that the price agreed upon is fair and reasonable, and that the rights of the Indians are fully protected, and no undue advantage taken of them.

Each contract should be accompanied by your statement showing the reasons why you believe the sale of his timber would result to the advantage of the Indian.

A bond duly exacted, with good and sufficient sureties, must accompany each contract.

In view of the lateness of the season, all contracts duly executed (in duplicate) in compliance with these instructions, accompanied with bonds and your statement, as above required, covering lands the allotment of which has been approved by the President, will receive immediate attention, and you will be notified by telegraph of their approval.

You are again instructed to permit no operations to be commenced on any tract until you receive notice of the approval of a contract covering the same.

The contracts transmitted with your letters of November 15 and 24, 1888, are herewith returned, without approval.

Very respectfully,

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

JOHN H. OBERLY,
Commissioner.

Form of contract.

This agreement, made and entered into at the La Pointe Indian Agency, Wis., this _____ day of _____, 18____, between _____, of _____, party of the first part, and _____ of _____, party of the second part, witnesseth: That the said party of the first part, having received, or become entitled to receive, from the United States a patent, subject to certain reserved rights vested in the President of the United States, to the _____, situated upon the _____ reservation, in the State of _____, shall sell to the said party of the second part all the merchantable pine timber on said described tracts.

The party of the second part agrees to cut all the merchantable pine timber on said described tracts, including every pine tree which will make a log the smaller end of which shall be 10 inches or more in diameter, and of which one-third would be merchantable pine. The said party of the second part further agrees to cut clean as he proceeds, so as to make no selection from among the trees to be cut; and that if any timber remains uncut under this agreement, it shall be in a compact body, and so situated that it may be advantageously logged. The said party of the second part further agrees to employ Indian labor in the cutting and removal of said timber, in preference to other labor on equal terms, whenever suitable, and also guaranties and agrees to pay to said party of the first part the sum of \$_____ per 1,000 feet of logs, according to the bank scale, absolutely; all to be paid before the log-rolls are broken in the spring, unless special permission be given by the United States Indian agent in charge of the La Pointe Agency to drive the logs to the boom; the title to the logs to remain in the party of the first part until full payment has been made.

This contract shall be valid and binding only after having indorsed thereupon the approval of the United States Indian agent in charge of the above-named reservation, and that of the Commissioner of Indian Affairs, and shall not be assigned or sublet, under penalty of annulment thereof.

Witness the hands and seals of said parties the day and year first above written.
_____. [SEAL.]
_____. [SEAL.]

In presence of—
_____.

* In this blank insert a description of the land only from which the allotted desires to sell the timber. If such land is less than a 40-acre tract it must be properly described as a fractional part thereof.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, _____, 18--.

I certify that, prior to signature, the foregoing agreement was read and carefully explained by me to the above-named _____, who appeared to fully comprehend and voluntarily executed the same in my presence.

_____,
Official Interpreter.

LA POINTE AGENCY, WIS.,
Reservation, _____, 188--.

_____ with _____.
Contract for sale of pine timber on _____.

LA POINTE AGENCY, WIS.,
_____, _____, 188--.

I hereby certify that the sale of the pine timber on the above described allotment will be for the actual benefit of said _____.

The within contract is therefore approved and respectfully transmitted for the action of the Commissioner of Indian Affairs.

_____,
United States Indian Agent.

DEPARTMENT OF INTERIOR,
OFFICE OF INDIAN AFFAIRS,
_____, _____, 188--.

Approved.

_____,
Commissioner.

(Recorded in "La Pointe Timber Contract Records," Land Division, Indian Office, Vol. --, p. --.)

The Commissioner to Agent Gregory.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 8, 1888.

SIR: I am in receipt of a communication from A. Denomie, dated November 13, 1888, from which the following is an extract:

"I would also inform you for action on one Way-na-bo-sho (now deceased) sold his pine last winter and made a will to his mother before he died. He lived with a woman (not married) from Michigan. She had a child from another man before she went with this Way-na-bo-sho. The mother of the deceased went to the agent, showed him the will (which I vouch genuine), and she was told that it was no good, and she could not get nothing unless the said Michigan woman is willing to give her something.

"This mother of the deceased is very poor and is going around begging from one house to another; her husband is helplessly sick since last March."

Lots 6 and 9, in Sec. 1, lot 7, in Sec. 2, and lots 7 and 8, in Sec. 12, all in T. 46, R. 3, have been allotted to Joe Wa-na-bo-sho, but no contract for the sale of timber by said allottee, or other person of similar name, is found in this office, or upon the statement of logging operations furnished by you.

You will report all the facts in the case for the information of this office, making such investigation as may be necessary for that purpose.

It should be ascertained who are the legal heirs or distributees of the deceased under the laws of Wisconsin.

Very respectfully,

JOHN H. OBERLY,
Commissioner.

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

The Commissioner to the Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 10, 1888.

SIR: Referring to your communication dated December 5, 1888, in relation to the issuing of patents upon allotments made to Chippewa Indians under treaty stipulations, I have the honor to transmit herewith a schedule of twenty-two allotments made to said Indians, members of the Lac de Flambeau band, under the provisions of the treaty of September 30, 1854 (10 Stats., 1109), with the approval of the President indorsed thereon under date of November 9, 1886, with the request that it be forwarded to the Commissioner of the General Land Office with directions to issue patents for the allotments therein described, in accordance with the third article of said treaty, and with a restriction similar to that incorporated in patents heretofore issued to allottees under the same treaty, viz:

"That the land shall not be sold, leased, or in any manner alienated by the patentee, his or her heirs, to any person or persons whomsoever, without the consent of the President of the United States."

I also request that when issued, the patents may be sent to this office for delivery to the parties legally entitled thereto.

A duplicate of said schedule has been retained in this office.

Very respectfully, your obedient servant,

JOHN H. OBERLY,
Commissioner.

The SECRETARY OF THE INTERIOR.

The Commissioner to the Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 10, 1888.

SIR: Referring to your communication dated December 5, 1888, in relation to the issuing of patents upon allotments made to Chippewa Indians under treaty stipulations, I have the honor to transmit herewith a schedule of allotments made to said Indians, members of the La Pointe or Bad River band, under the provisions of the treaty of September 30, 1854 (10 Stats., 1109), with the approval of the President indorsed thereon under date of January 3, 1888, with the request that it be forwarded to the Commissioner of the General Land Office, with directions to issue patents for the allotments therein described.

These patents, in accordance with your decision, should take the form prescribed in the fifth section of the act of February 8, 1887 (24 Stats., 388), the allotments having been made under the treaty but approved since the passage of said act.

I also request that when issued the patents may be transmitted to this office for delivery to the parties legally entitled thereto.

A duplicate of said schedule is retained in this office.

Very respectfully, your obedient servant,

JOHN H. OBERLY,
Commissioner.

The SECRETARY OF THE INTERIOR.

The Commissioner to the Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 10, 1888.

SIR: Referring to your communication, dated December 5, 1888, in relation to the issuing of patents upon allotments made to Chippewa Indians under treaty stipulations, I have the honor to transmit, herewith, three schedules of allotments made to said Indians, members of the Lac du Flambeau Band, under the provisions of the treaty of September 30, 1854 (10 Stats., 1109), one of which was approved by the President November 29, 1887, and the other two January 3, 1888, with the request that they be forwarded to the Commissioner of the General Land Office, with directions to issue patents for the allotments therein described.

These patents, in accordance with your decision, should take the form prescribed in the fifth section of the act of February 8, 1887 (24 Stats., 388), the allotments having been made under the treaty but approved since the passage of said act

I also request that when issued the patents may be transmitted to this office for delivery to the parties legally entitled thereto.

A duplicate of each schedule is retained in this office.

Very respectfully, your obedient servant,

JOHN H. OBERLY,
Commissioner

The SECRETARY OF THE INTERIOR.

Affidavit of Patrick Hynes.

EAU CLAIRE, WIS., December 10, 1888.

SIR: In the matter of the sale by the Indians of their pine timber on the Fond du Lac Reservation, in Minnesota, at the La Pointe Agency, located at Ashland, Wis.:

The undersigned, Patrick Haynes, resident of the city of Eau Claire, Wis., hereby states and represents that during the past logging season, commencing in the fall of 1887 and terminating in the spring of 1888, he was a contractor engaged in purchasing timber from the Indians on the Fond du Lac Reservation in Minnesota, under and by virtue of several contracts made by him with said Indians, respectively, for the purchase of pine timber, which contracts, the undersigned understands, were approved by the Indian agent and by the honorable Commissioner of Indian Affairs.

That about the 19th day of March, 1888, the undersigned was notified of a telegram from the Indian Office at Washington, dated about March 13, 1888, and prohibiting the further cutting or receiving of pine timber under said contracts, and thereupon he ceased from the said business.

That at the said time the undersigned was the owner of and held various of said contracts made with various of said Indians for such pine timber, which said contracts had not been completed; adjoined a statement of said contracts is hereinafter given, showing the name of each Indian with which the same was made, the date thereof, description of the lands mentioned in each contract, the amount of timber on each said tract of land which it was intended by the Indian seller and deponent should be cut and sold under each said contract, the amount cut on each of the same and the amount yet to be cut on each of them to fully complete said contracts.

And the undersigned further states and represents that he was prevented by the said telegram from completing each and all of the said contracts.

Said list is as follows, showing in the first line the name of the Indian seller; in the second line the description of the lands mentioned in said contract; in the third line the date of each contract; in the fourth the amount of timber on said land which it was intended by the Indian seller and deponent should be cut and sold under said contract; in the fifth the amount cut thereon; in the sixth the amount still to be cut to fully complete each contract, and in the seventh the amount of money and goods advanced by deponent to each such Indian under said contract and still owing by said Indians to the undersigned, viz:

Unfinished contracts of Patrick Hynes.

Name.	Description.	Date of contract.	Amount intended to be cut.	Amount cut.	Amount still to be cut.	Amount advanced to Indians.
Marcelline Couture.....	SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 2, T. 50, R. 18.	Dec. 13, 1887	.....	None ...	250,000	.....
Peter Schotlin	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 4, T. 50, R. 18.	Sept. 9, 1887	.....	.. do	60,000	\$35.00
Charlotte Cadotte.....	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 32, SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 31, T. 49, R. 18.	Oct. 22, 1887	.....	415,560	200,000	.....
Kate Dubrey	SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and Lot 5, Sec. 2, T. 48, R. 19.	.....	.....	None ...	200,000	.....
Eugene Danielson	SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and Lot 5, Sec. 1, T. 48, R. 19.	.....	.....	.. do	75,000	.....
Julia Defoe.....	N. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 15, T. 50, R. 19.	Feb. 2, 1888	.....	.....	117,140	200,000
Elizabeth Gouge.....	SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and Lot 2, Sec. 15, T. 50, R. 19.	Dec. 16, 1887	.....	.....	367,000	130,000
Susette Schotlin	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 13, NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 24, T. 50, R. 19.	.....	.....	None ...	150,000	.....

Unfinished contracts of Patrick Hynes—Continued.

Name.	Description.	Date of contract.	Amount intended to be cut.	Amount cut.	Amount still to be cut.	Amount advanced to Indians.
Louis La Prairie	Lots 2 and 3, Sec. 26, T. 49, R. 19.	Oct. 24, 1887	.....	None	100,000	.....
John McCarty	NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 5, NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 4, T. 49, R. 18.	.....	.....	do	200,000	.....
Me-kwa-mi-we-gi-jig....	W $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 28, T. 50, R. 18.	Nov. 12, 1887	.....	do	25,000	.....
Maggie Posey	Lot 1, Sec. 20, Lot 1, Sec. 21, T. 49, R. 18.	.....	.....	do	150,000	.....
Joe Papeo	SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 1, T. 50, R. 19, Lot 7, Sec. 6, T. 50, R. 18.	Sept. 22, 1887	.....	do	40,000	.....
Ed. Robideaux.....	N $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 18, T. 50, R. 18.	Nov. 23, 1887	.....	do	170,000	.....
Charles Revoy.....	Lot 1, NW $\frac{1}{4}$ Sec. 6, T. 48, R. 18.	Dec. 20, 1887	.....	23,630	150,000	.....
Emma Sky.....	S $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 26, T. 49, R. 19.	Feb. 2, 1888	.....	None	100,000	.....
Edward Smith.....	S $\frac{1}{4}$ SE, Sec. 26, T. 49, R. 18.	Dec. 13, 1887	.....	467,330	125,000	.....
Charley Thompson.....	N $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 11, T. 50, R. 19.	Sept. 24, 1887	.....	None	200,000	.....
John Wa-mi-gwon.....	E $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 24, T. 50, R. 19.	July 14, 1887	.....	204,040	200,000	.....
Louise Winne-bo-aho....	NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 5, NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 6, T. 50, R. 18.	.....	.....	None	75,000	.....
Susette Defoe.....	E $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 26, T. 49, R. 19.	Jan. 31, 1888	.....	do	75,000	\$181.25
Maggie Pe-mo-se-kwe....	NW $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 2, T. 50, R. 19.	July 12, 1887	.....	do	275,000	298.68
Maggie McKenzie.....	SW $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 35, T. 51, R. 19.	Oct. 8, 1887	.....	do	350,000	.....
Elizabeth Brown.....	SW $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 29, T. 50, R. 17.	Nov. 29, 1887	.....	do	125,000	15.00
Therese Sexton.....	NW $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 29, T. 50, R. 17.	.....	.....	do	250,000	21.50
Isabel Williams.....	S $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 5, T. 50, R. 18.	July 11, 1887	.....	do	325,000	280.43
Joe Frageau.....	S $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 5, T. 50, R. 18.	Sept. 16, 1887	.....	do	75,000	85.25
Elizabeth Church.....	N $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 7, T. 50, R. 18.	July 1, 1887	.....	190,450	25,000	48.42
Joe Martin.....	W $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 7, T. 50, R. 18.	.....	.....	None	175,000	402.12
Mary Ann Ma-ke-di-mi-go-kwe.	SW $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 17, T. 50, R. 18.	Aug. 3, 1887	.....	67,160	200,000	343.78
Mad jish-kung.....	N $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 18, T. 50, R. 18.	Sept. 29, 1887	.....	None	100,000	100.00
Isabel Lemieux.....	S $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 19, T. 50, R. 18.	Sept. 26, 1887	.....	do	40,000	58.00
Wa-bish-ka-be-kwe.....	SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 29, T. 50, R. 18.	.....	.....	do	50,000	130.00
Mi-sha-ka-mi-go-kwe or Mrs. L. Dubrey.	W $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 3, T. 50, R. 19.	Sept. 12, 1887	.....	do	.....	227.90
Wa-si-gwan-a-kwe or Mrs. F. Levearah.	S $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 1, T. 50, R. 19.	.....	.....	do	100,000	20.00
Joe Coburn.....	N $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1, T. 50, R. 19.	Sept. 15, 1887	.....	do	160,000	68.88
Josephine Frageau.....	SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 1, T. 50, R. 19.	July 7, 1887	.....	do	450,000	418.75
Frank Blair.....	W $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 10, T. 50, R. 19.	Sept. 17, 1887	.....	do	375,000	250.33
Louis Petite.....	NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 11, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 2, T. 50, R. 19.	July 1, 1887	.....	do	300,000	425.21
Do.....	N $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 4, T. 48, R. 17.	.....	.....	do	200,000	.....
Sophia H. Naganab.....	W $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12, T. 50, R. 19.	Aug. 26, 1887	.....	do	200,000	392.00
Do.....	S $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 6, T. 48, R. 18.	.....	.....	do	150,000	49.00

Unfinished contracts of Patrick Hynes—Continued.

Name.	Description.	Date of contract.	Amount intended to be cut.	Amount out.	Amount still to be cut.	Amount advanced to Indians.
Louis McKenzie.....	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 12, T. 50, R. 19.	July 9, 1887	.....	None ..	500,000	\$252.55
Frank Duquette.....	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 10, T. 50, R. 19.	Sept. 12, 1887	.....	do ..	200,000	42.15
Sophia Roberts.....	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 10, T. 50, R. 19.	July 11, 1887	.....	do ..	400,000	190.00
Frank Defauld.....	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 14, T. 50, R. 19.	Jan. 2, 1888	.....	100,340	150,000	740.23
Lizzie Laundry.....	S. $\frac{1}{2}$ NE. Sec. 13, T. 50, R. 19.	Oct. 10, 1887	.....	None ..	400,000	148.75
Josette Laundry.....	NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ SE. Sec. 13, T. 50, R. 19.	Oct. 6, 1887	.....	18,590	250,000	38.37
Do.....	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 25, T. 51, R. 19.	Nov. 6, 1887	.....	None ..		
Wa-bo-to-w.....	Lots 3 and 4, Sec. 15, T. 50, R. 19.	.....	.....	None ..	150,000	10.00
Susett Way-bo-no.....	Lots 5 and 6, Sec. 28, T. 49, R. 18.	.....	.....	.....	250,000	41.25
Shot-way-way.....	NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ and SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 2, T. 48, R. 18.	.....	.....	402,350	50,000	25.00
Louis Schotlin, jr.....	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 23, T. 50, R. 19.	Oct. 28, 1887	.....	67,045	175,000	36.64
Adelaide Clark.....	Lots 2 and 3, Sec. 22, T. 50, R. 19.	Feb. 4, 1888	.....	None ..	200,000	136.29
Peter Petite.....	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 26, T. 50, R. 19.	Sept. 13, 1887	.....	28,320	100,000	90.21
Augustus Cadotte.....	NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 27, T. 50, R. 19.	July 1, 1887	.....	None ..	.....	134.50
John McKenzie.....	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 26, T. 50, R. 19.	Sept. 9, 1887	.....	do ..	85,000	62.40
Sophia A. Naganab.....	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 32, T. 51, R. 18.	.....	.....	70,490	60,000	391.79
Joe Frank.....	Lot 10 and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 4, T. 49, R. 18.	.....	.....	None ..	200,000	.....
A-wa-si-kwe.....	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 16, T. 49, R. 18.	Dec. 19, 1887	.....	do ..	100,000	.....
Charles January.....	W. $\frac{1}{2}$ NE. Sec. 16, T. 49, R. 18.	Dec. 14, 1887	.....	do ..	250,000	706.10
Mary Lagood.....	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 17, T. 49, R. 18.	.....	.....	do ..	25,000	25.00
Susan Posey.....	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ SW. Sec. 19, T. 49, R. 18.	Nov. 1, 1887	.....	do ..	100,000	59.40
Nancy Gurnoe.....	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 20, T. 49, R. 18.	Sept. 28, 1887	.....	82,330	250,000	189.44
John Wabano.....	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 21, SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 20, T. 49, R. 18.	July 5, 1887	.....	None ..	250,000	292.50
Joe Petite.....	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 32, T. 49, R. 18.	.....	.....	do ..	80,000	25.00
Levi Lego.....	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 32, T. 49, R. 18.	Oct. 12, 1887	.....	do ..	175,000	10.00
Susette Defoe.....	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 26, T. 49, R. 19.	Jan. 31, 1888	.....	do ..	75,000	.....
Ben Lego.....	SW. $\frac{1}{2}$ Sec. 4, T. 48, R. 18.	Jan. 25, 1888	.....	do ..	60,000	160.00
Mash-kwe-sense.....	Lot 7, Sec. 36, T. 49, R. 19, and lot 1, Sec. 1, T. 48, R. 19.	.....	.....	do ..	200,000	10.00
Frank Jackson.....	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 19, T. 50, R. 17.	.....	.....	do ..	165,000	174.00
Antoine La Fave.....	Lots 7 and 8, Sec. 30, T. 51, R. 18.	.....	.....	do ..	60,000	5.00
No-gan-i-kwe.....	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 21, T. 49, R. 17.	.....	.....	do ..	315,000	20.00
Bid-we-we-gi-jig.....	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 30, T. 49, R. 17.	Oct. 20, 1887	.....	do ..	85,000	103.53
Hattie Cajune.....	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27, T. 49, R. 17; N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 20, T. 49, R. 18.	.....	.....	do ..	280,000	33.75
Frank Lavearsh.....	NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 33, and SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 28, T. 49, R. 17.	Aug. 2, 1887	.....	do ..	80,000	110.04
Annie Winters.....	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 33, T. 49, R. 17.	Oct. 6, 1887	.....	do ..	300,000	5.00

And the undersigned further states and represents that the said lands are covered by a growth of pine and hard-wood timber in which the hard-wood timber generally predominates; that there is sufficient hard-wood timber on the said lands to answer all the demands for farming purposes and for timber for the improvement of such lands; and the same is more adapted and better suited for such uses than the pine timber thereon; and the pine timber is more valuable to the Indian for the purpose of selling the same to be manufactured into lumber than for any domestic and farming use for which he can adopt the same; and that if a small portion of the pine timber was left on each such tract it would be in danger of destruction by fire, to which it is extremely susceptible; and it would also become comparatively worthless, because profitable logging can not be carried on when there is not a considerable amount of timber to be put in, as the expense of breaking roads and putting in a very small amount of timber would be more than the timber would be worth after being put in; and that the Indians fully realize this fact and desire that all their pine timber should be put in at the same time.

And the undersigned further respectfully asks that by the order of your Department he be permitted to complete each and all of the said contracts as specified in the foregoing schedule and during the present logging season under the superintendence of the Indian agent, and under such restriction as you shall direct; and that under the superintendence of the Indian agent, and subject to his approval, that the undersigned may apply as part payment for the logs so obtained by him in the completion of each such contract the amount which each such Indian seller, respectively, is owing the undersigned for advances heretofore made under such contracts.

And the undersigned further begs leave to represent that the logging season is now so far advanced and so large expenses are being daily incurred by him in holding matters in readiness for the completion of said contracts that the most early decision practicable on this application is desired by the said contractor.

PATRICK HYNES.

Witness in presence of—
H. H. BEASER.

Subscribed and sworn to before me this 8th day of December, 1888.

PETER LAMAL,
Notary Public, Wisconsin.

I, J. T. Gregory, United States Indian agent for the La Pointe Agency, at Ashland Wis., do hereby approve of the within statement of Patrick Hynes, and of all the matters therein alleged; and I further certify that I am satisfied that full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians; and that when a portion of the timber has been or is cut there is great danger of the destruction of the remainder by fire, arising from and fed by the tree tops and refuse left on the ground, and it is desirable that in all such cases the balance of the pine timber should be cut, and the trees thereby saved in value to the said Indians, respectively.

J. T. GREGORY,
United States Indian Agent, Ashland, Wis.

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

Affidavit of Andrew Gowan.

CLOQUET, MINN., December 12, 1888.

SIR: In the matter of the sale by Indians of their pine timber on the Fond du Lac Reservation, in Minnesota, at the La Pointe Indian Agency, located at Ashland, Wis.

The undersigned, Andrew Gowan, a resident of the village of Cloquet, Minn., hereby states and represents that during the past logging season, commencing in the fall of 1887 and terminating in the spring of 1888, he was a contractor engaged in purchasing timber from the Indians on the Fond du Lac Reservation, in Minnesota, under and by virtue of several contracts made by him with said Indians, respectively, for the purchase of pine timber, which contracts the undersigned understands were approved by the Indian agent and by the honorable Commissioner of Indian Affairs. That about the 19th day of March, 1888, the undersigned was notified of a telegram from the Indian Office at Washington, dated about March 13, 1888, prohibiting the further cutting or receiving of pine timber under said contracts, and thereupon he ceased the said business.

That at the said time the undersigned was the owner of and held various of said contracts, made with various of said Indians for such pine timber, which said con-

tracts had not been completed. Adjoined a statement of said contracts is hereinafter given, showing the name of each Indian with whom the same was made, the date thereof, description of the lands mentioned in each contract, the amount of timber on each said tract of land which it was intended by the Indian seller and deponent should be cut and sold under each said contract, the amount cut on each of the same, and the amount yet to be cut on each of them to fully complete said contracts.

And the undersigned further states and represents that he was prevented by the said telegram from completing each and all of the said contracts.

Said list is as follows, showing in the first line the name of the Indian seller; in the second line the description of the lands mentioned in said contract; in the third line the date of each contract; in the fourth line the amount of timber on said land which it was intended by the Indian seller and by deponent should be cut and sold under said contract; in the fifth the amount cut thereon; in the sixth the amount still to be cut to complete such contract; and in the seventh the amount of money and goods advanced by deponent to each such Indian under said contract and still owing by said Indian to the undersigned, viz:

Unfinished contracts of Andrew Gowan.

Name.	Description.	Date of contract.	Amount intended to be cut.	Amount cut.	Amount still to be cut.	Amount advanced to Indians.
Mrs. J. Blair	Lots 8 and 9, Sec. 2, T. 49, R. 19.	.....	.....	None.	350,000	.....
Eliza John.....	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 28, T. 60, R. 18.	.....	.....	69,640	75,000	\$1.90
Frank Wigters	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 13, T. 50, R. 19.	.....	.....	None.	200,000	55.00
Mary Beargrease	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 26, T. 50, R. 19.	.....	.....	do	280,000	32.00
Antoine Naganab.....	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 17, T. 60, R. 18.	.....	.....	3,150	400,000	.....
Frank Houle, jr.....	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 29, T. 60, R. 18.	.....	.....	None.	175,000	116.40
John Chief	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 28, T. 50, R. 18.	.....	.....	do	125,000	.....
Ga-da-ga-sa-wa.....	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 11, T. 50, R. 19.	.....	.....	do	200,000	.....
Mary Le Duc	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 6, T. 50, R. 18.	.....	.....	do	100,000	40.00
Margaret Montrule	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 16, T. 60, R. 18.	.....	.....	do	70,000	110.00
Jos. Whitebird	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 17, T. 49, R. 18.	.....	.....	do	70,000	90.00
John Winters	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 2, T. 50, R. 19.	.....	.....	do	200,000	97.90
Wa-bish-kish-kui-pig	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 16, T. 49, R. 18.	.....	.....	do	450,000	127.00
Mary Blair.....	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 16, and SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 17 T. 50, R. 18.	.....	.....	do	150,000	.....
Michael Naganab.....	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 7, T. 50, R. 18.	.....	.....	207,760	150,000	.....
Emma Glass.....	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 21, T. 60, R. 18.	.....	.....	None.	30,000	.....
Mary Pi-wa-bi-kobi-nes.....	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 30, T. 60, R. 18.	.....	.....	do	600,000	.....
John Kobie.....	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 24, T. 60, R. 19.	.....	.....	300,070	100,000	.....

And the undersigned further states and represents that the said lands are covered by a growth of pine and hard-wood timber, in which the hard-wood timber generally predominates; that there is sufficient hard-wood timber on the said tracts to answer all the demands for farming purposes and for timber for the improvement of such lands; and the same is more adapted and better suited for such uses than the pine timber thereon; and the pine timber is more valuable to the Indian for the purpose of selling the same to be manufactured into lumber than for any domestic or farming use for which he can adopt the same; and that if a small portion of the pine timber was left on each such tract, it would be in danger of destruction by fire, to which it is extremely susceptible; and it would also become comparatively worthless, because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of breaking roads and putting in a very small amount of timber would be more than the timber would be worth after being put in.

And that the Indians fully realize this fact and desire that all their pine timber should be put in at the same time.

And the undersigned further respectfully asks that by the order of your department he be permitted to complete each and all of the said contracts as specified in the foregoing schedule, and during the present logging season, under the superintendence of the Indian agent, and subject to such restrictions as you shall direct, and that under the superintendence of the Indian agent, and subject to his approval, that the undersigned may apply as part payment for the logs so obtained by him in the completion of each such contract the amount which each such Indian seller respectively is owing the undersigned for advances heretofore made under such contracts.

And the undersigned further begs leave to represent that the logging season is now so far advanced and so large expenses are being daily incurred by him in holding matters in readiness for the completion of said contracts that the most early decision practicable on this application is desired by the said contractor.

ANDREW GOWAN.

Witness in presence of—
H. H. BEASER.

Subscribed and sworn to before me this 8th day of December, 1888.

PETER LAMAL,
Notary Public, Wisconsin.

I, J. T. Gregory, United States Indian agent for the La Pointe Agency, at Ashland, Wis., do hereby approve of the within statement of Andrew Gowan and of all the matters therein alleged; and I am further satisfied that full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians; and that where a portion of the timber has been or is cut there is great danger of the destruction of the remainder by fire arising from the tree-tops and refuse left on the ground, and it is desirable that in all such cases the balance of the pine timber should be cut and the trees thereby saved in value to the said Indians respectively.

J. T. GREGORY,

United States Indian Agent, La Pointe Agency, Ashland, Wis.

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

The Commissioner to Agent Gregory.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 17, 1888.

SIR: I am in receipt of lists of uncompleted contracts between Patrick Hynes and Andrew Gowan, and certain Indians of the Fond du Lac Reservation, transmitted by you without letter.

I have examined said lists, and find that of the contracts with Hynes only nine cover tracts the allotment of which has been approved by the President, said nine contracts being with the following-named Indians: Me-kwa-mi-we-gi-jig, Maggie Pe-mo-se-kwe, Elizabeth Church, Joe Martin, Wa-bish-ka-be-kwe, Louis Petite (for the NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 11, and SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 2, T. 50, R. 19), Louis McKenzie, Waba-tow, Frank Levearge.

These contracts are herewith returned that renewals and modifications may be executed and attached thereto, in accordance with the instructions contained in office letter of December 5, 1888, returning certain contracts with Lac de Flambeau Indians, if the parties so desire.

Proper bonds must also be executed and forwarded in order to secure approval of the renewed contracts.

Of the above parties, Elizabeth Church and Louis Petite have signed a statement of the proceedings of a council held by the Fond du Lac Indians on the 20th of November last, in which charges were made that Hynes obtained his contracts by fraud, and has violated their terms.

They agreed "to stand united and together, and use all lawful means within our power to protect our lands from being trespassed upon, and our timber from being unlawfully cut and carried away by the said Patrick Hynes, or any other person whomsoever; and all persons, including said Hynes, his agents, attorneys, and employes, are hereby forbidden to enter upon our said lands without our permission, or to cut and carry away any timber thereon; and such who violate this mandate will do so at their own risk, and will be prosecuted to the full extent of the law."

It is also alleged that Hynes is now making preparation to enter upon the lands and cut and carry away their timber without their consent.

A copy of said statement will be forwarded to you at an early date with appropriate instructions.

In the mean time, if any renewals of the old contracts are presented for approval, you will take the greatest pains possible to ascertain whether the Indian parties to the renewal have been imposed upon in any manner, and if any suspicion attaches, withhold your approval.

You will also bear in mind your previous instructions, and prevent at all hazards any entry upon lands the allotment of which has not been approved by the President.

Section 5388 of the Revised Statutes provides that every person who unlawfully cuts or aids or is employed in unlawfully cutting any timber upon any Indian reservation, or lands belonging to or occupied by any tribe of Indians under authority of the United States, shall pay a fine of not more than \$500, or be imprisoned not more than three months, or both, in the discretion of the court.

Lands the allotment of which has not been approved by the President under the treaty of 1854, or by the Secretary of the Interior under the act of February 8, 1887, are still in a state of reservation, and any persons committing any of the acts above enumerated on such lands are liable to the prescribed penalty.

The prosecution of such offenders will be vigorously pressed.

It should be remembered that none of the allotments made by Special Agents Wall or Connelly have as yet received the approval of the Secretary.

No contracts have been filed in this office in favor of Andrew Gowan.

Upon examination of his list it is found that the allotments of the following-named Indians have been approved by the President, viz: Frank Houle, jr., Margaret Montreelle, Wa-bish-kish-kwe-jig, Emma Glass, Mary Pi-wa-bi-ko-bi-nes.

The name of Frank Houle, jr., appears as one of the signers of the statement and agreement hereinbefore referred to.

The same caution as to the renewal of these contracts must be observed as in the case of Hynes.

You must prevent any operations upon the allotments of the fourteen persons named until you are advised of the approval of renewed contracts.

Very respectfully,

JOHN H. OBERLY,
Commissioner.

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

Pine cut on Lao du Flambeau Reservation.

Name.	Date.	Description.	Number of feet.	Per M.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
<i>Charles H. Henry, contractor.</i>									
A-ji gwan	Aug. 8, 1887	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 27, T. 40, R. 4 E	899,520	\$6.00	\$5,397.12	\$2,896.56	\$2,896.56	\$682.60	\$2,013.96
Me-we-ias-sung	Oct. 16, 1887	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 34	126,210	6.00	7,759.26	3,879.63	3,879.63	2,632.69	1,246.94
Omaah-ka-we-gi-jigweb	July 18, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 34	124,250	6.00	745.50	372.75	372.75	95.24	277.51
Be-shi-go-bi-ne-al-kwe	do	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 35	707,710	6.00	4,246.26	2,123.13	2,123.13	706.30	1,418.83
Awai-ni-she-min-da-mole	Nov. 28, 1887	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 1, T. 41, R. 4 E	284,370	5.00	1,271.85	635.93	635.92	338.97	296.95
Was-sa-ni-ni-bi	Oct. 15, 1887	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 2	802,540	6.00	4,815.24	2,407.62	2,407.62	173.42	2,234.20
Be-shi-gi-gi	Aug. 6, 1887	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 2	239,480	6.00	1,439.04	719.52	719.52		719.52
Mad-ji-osh (none cut)	Aug. 8, 1887	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 2							
Na-i-kwa-gi-gi (none cut)	Oct. 10, 1887	NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 23							
Mad-da-min	Jan. 10, 1888	Lots 1 and 2 Sec. 24	44,540	6.00	2,677.24	1,555.89	1,111.35	799.15	312.20
Oni-tam	Oct. 12, 1887	SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 26	100,730	4.00	404.38	302.19	302.19	39.65	262.54
Ni-ba-iash	do	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 27	323,530	6.00	1,971.18	985.59	985.59	270.54	715.05
Sha-ga-na-shi-kwe	Aug. 9, 1887	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 28	274,890	5.50	1,511.90	824.67	687.23	244.95	442.28
Se-ka-si-go	Aug. 5, 1887	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 33	472,460	5.00	2,362.36	1,181.15	1,181.15		1,181.15
Sophia	Oct. 14, 1887	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 35	207,810	6.00	1,246.86	623.43	623.43	428.40	195.03
Frank Cadotte	do	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 18, T. 41, R. 5 E	596,240	5.50	3,279.52	1,639.66	1,639.66	460.18	1,179.48
We-mi-te-gosh	Sept. 12, 1887	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 19	438,450	5.50	2,411.48	1,534.58	876.90	548.10	328.80
Be-mosh-i-kwe	Nov. 15, 1887	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Lot 6 Sec. 19	694,420	5.50	3,819.31	2,083.26	1,736.05	444.26	1,291.79
Ekwe-gi-ji-go-kwe (none cut)	Sept. 22, 1887	Lots 1 and 2 Sec. 20							
Bi-da-na-kwad	Sept. 23, 1887	Lots 4 and 5 Sec. 20	63,136	5.00	315.65	126.26	189.39		189.39
Ni-ga-ni-gi-gi No. 1	Aug. 9, 1887	Lot 4 NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 21	269,760	5.50	1,483.68	674.40	809.28		809.28
Na-wa-quet	July 19, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 21	923,220	5.50	5,077.71	2,308.05	2,769.66	112.65	2,657.01
Weezo	Sept. 27, 1887	Lots 3 and 4 Sec. 23	590,610	5.50	3,248.35	2,067.13	1,181.22	885.91	295.31
Ga-ga-go-bi-kwe	Sept. 22, 1887	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 28; Lot 2 Sec. 27	505,790	5.50	2,781.85	1,164.48	1,617.37	1,560.85	56.52
Man-da-min-is	Oct. 14, 1887	Lots 2 and 5 Sec. 30	189,440	6.00	1,196.94	797.96	398.98	123.99	274.99
Pi-dense	do	Lots 3 and 4 Sec. 30	177,130	6.00	1,062.78	708.52	354.26	324.29	29.97
Ba-bi-dosh (none cut)	Dec. 3, 1887	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 35							
Rising Sun (none cut)	Aug. 8, 1887	E. fr. $\frac{1}{2}$ NE. $\frac{1}{2}$ Lot 1 Sec. 3, T. 40, R. 5 E							
Peter Corn (none cut)	Sept. 22, 1887	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Lot 5 Sec. 12							
Sha-ga-be-ok	Oct. 9, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 25	228,210	5.00	1,141.05	686.63	456.42		456.42
Gi-nun-an	Sept. 24, 1887	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 36	185,060	5.00	925.30	555.18	370.12		370.12
Total			11,021,910		62,781.55	32,654.17	30,127.38	10,872.14	19,255.24
<i>A. M. Sherman, contractor.</i>									
Ni-gan-i-gi-ji-go-kwe (none cut)		N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 10, T. 40, R. 4 E							
Ki-ni-wa-na-kwat (none cut)		E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 13, T. 41, R. 4 E							
John Gagons		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 23	172,420	5.00	862.10	517.26	344.84	181.29	163.55
Ni-tum-i-gi-ji-go-kwe		S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 23	130,560	5.00	652.80	391.63	261.12	138.42	122.70
Ko-to-kwe		N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 23	150,820	5.00	754.10	452.46	301.64	238.72	62.92

Pine cut on Lao du Flambeau Reservation—Continued.

Name.	Date.	Description.	Number of feet.	Per M.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
<i>A. M. Sherman, contractor—Continued.</i>									
Mis-ko-gi-ji-go-kwe		Lots 3 and 4 Sec. 24	14,780	\$5.00	\$73.90	\$36.95	\$36.95	\$36.95	.....
Ta-wi-gi-ji-go-kwe		S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 24	285,340	5.00	1,476.70	738.35	738.35	330.42	\$407.03
Wa-i-law		NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 24	634,650	5.00	3,173.25	1,903.95	1,269.30	178.70	1,090.60
Wa-ia-kwa-ka-mi-go-kwe, No. 2		S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 25							
Mino-gi-ji-guk		SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 25; NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 26	156,230	5.00	781.15	468.69	312.46	298.50	13.96
Mid-gi-sens		SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 25 NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 26	327,650	5.00	1,638.25	982.95	655.30	168.88	486.42
A-ta-ge-kwe		SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 26	137,880	5.00	689.40	413.64	275.76	125.34	150.42
Ochi-wa-si-no-kwe		NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 26	43,370	5.00	216.85	108.42	108.43	12.67	85.76
Ga-be-gi-jig		SE. $\frac{1}{2}$ N. W. $\frac{1}{2}$ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27	997,080	5.00	4,985.40	2,991.24	1,994.16	723.47	1,270.69
Pi-ta-wi-gi-go-kwe (none cut)		W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27							
Wa-dis-kwa-o (none cut)		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 34							
Wa-ko-wis-kung		W. fr. $\frac{1}{2}$ NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 3, T. 40, R. 5 E.	501,820	5.00	2,509.10	1,505.46	1,003.64	289.62	714.02
Ba-twan, e-gun		E. fr. $\frac{1}{2}$ NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 3	643,440	5.00	3,217.20	1,930.32	1,286.88	1,042.71	244.17
Be-ba-ma-shi		NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ Lot 2 Sec. 9	154,720	5.00	773.60	386.80	386.80	163.10	223.70
Wa-ji-kiw No. 1		E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 9	576,880	5.00	2,884.40	1,730.64	1,153.76	508.19	645.57
S. E. ka-si-ge-kwe		SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 7, NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 18, T. 41, R. 5 E.							
We-shi-o-kwe		Lots 4 and 5 Sec. 17							
Gwe-ki-ga-bow		Lots 6 and 7 Sec. 18							
Bas-we-we-gi-jig		Lot 4 NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 19	280,110	5.00	1,400.55	840.33	560.22	377.99	182.23
Ojl-chog		Lot 5 SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 19	785,210	5.00	3,926.05	2,355.63	1,570.42	594.42	976.00
Ga-wi-ta-wi-wi-dang		SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 20	289,870	5.00	1,449.35	869.61	579.74	451.98	127.76
Ne-ga-ni-gi-jig		SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 20	156,980	5.00	784.90	392.45	392.45	32.09	360.36
Charlie Starr		W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 20	832,180	5.00	4,160.90	2,496.54	1,664.36	896.57	767.79
Ogi-shi-ashi		W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 21							
Ne-na-l-gi-jig		N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 23	44,020	5.00	220.10	110.05	110.05	55.20	54.85
Joe Sha-da-mo		S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 29	504,960	5.00	2,524.75	1,514.85	1,009.90	691.62	318.28
Osa-wa-ka-mi-go-kwe		N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 29	456,090	5.00	2,280.45	1,368.27	912.18	587.97	324.21
Ga-gi-ge-iashi		W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 30	477,920	5.00	2,389.60	1,433.76	955.84	7.14	948.70
Bin-di-ge-as-si-no-kwe		N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 30	563,500	5.00	2,817.50	1,690.50	1,127.00	1,087.20	89.80
Ke-bi-chi-gi-jig		S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 30	433,880	5.00	2,169.40	1,301.64	867.76	379.46	488.30
Oga-be-gi-ji-go-kwe		Lot 1 SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 30	149,680	5.00	748.40	449.04	299.36	117.96	181.40
Osha-wa-bi-go-kwe		S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 31	283,060	5.00	1,415.30	849.18	566.12	153.48	412.64
Ashi-bi-ko-kwe		S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 31	69,670	5.00	348.35	209.01	139.34	59.20	80.14
Wa-wa-shi-o-kwe		W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 31	75,070	5.00	375.35	225.21	150.14	5.00	145.14
We-she-shi-og		E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 34	632,850	5.00	3,164.25	1,898.55	1,265.70	1,010.64	255.06
Be-sha-ba-no-kwe		W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 34	833,360	5.00	4,166.80	2,500.08	1,666.72	1,514.04	152.68

She-biah (none cut)	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 35.								
Total		11,806,040		59,030.20	35,063.51	23,966.69	12,408.94	11,557.75	
<i>Joseph Allen, contractor.</i>									
Na-wa-kwe-gi-gi-go-kwe	Lot 4 SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 26, T. 40, R. 4 E.	144,710	5.00	723.55	434.13	289.42	35.59	253.83	
Na-wa-cum-a-go-kwe	Lot 1 SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 27	422,750	5.00	2,113.75	1,268.25	845.50	379.29	466.21	
Da-gi-gi-go-kwe	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 27	193,360	5.00	966.80	580.08	386.72	162.44	224.28	
Sin-ki-gum	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27	999,810	5.00	4,999.05	2,999.43	1,999.62	913.79	1,079.83	
Mi-ta-wi-ni-ni	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27	446,820	5.00	2,234.10	1,340.46	893.64	12.88	880.76	
Osha-was-ki-gi-jig No. 1	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 27	103,660	5.00	518.30	259.15	259.15	228.88	30.27	
Ogi-ma-wa-bi-go-kwe	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 27	141,070	5.00	705.35	423.21	282.14	9.96	272.18	
Kish-kan-a-kwad-o-kwe	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 34	393,930	5.00	1,969.65	1,181.79	787.86	219.52	568.34	
Bim-we-we-gi-gi-go-kwe	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 34	1,100,740	5.00	5,503.70	3,302.22	2,201.48	1,838.72	362.75	
Bo-da-gi-gi-wi-ni-ni (none cut)	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Lot 6 Sec. 36								
Wa-bi-ke-kik	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 27, T. 41, R. 4 E	61,880	5.00	309.40	185.64	123.76	41.36	82.40	
Ni-ga-ni-gi-jig, No. 2	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 27	312,460	5.00	1,562.30	937.38	624.92	377.03	247.89	
Total		4,321,190		21,605.95	12,911.74	8,694.21	4,225.47	4,468.74	
<i>John T. Cosgriff, contractor.</i>									
Wa-se-gwa-ne-bi	Lot 8 SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 18, T. 41, R. 5 E.	1,172,800	5.00	5,864.00	3,518.40	2,345.60	735.47	1,610.13	
She-ba-ta-go-kwe	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 13, T. 41, R. 4 E	669,470	5.00	3,347.35	2,008.41	1,338.94	1,154.27	184.67	
Total		1,842,270		9,211.35	5,526.81	3,684.54	1,889.74	1,794.80	

RECAPITULATION.

Charles H. Henry		11,021,910		62,781.55	32,654.17	30,127.38	10,872.14	19,255.24	
A. M. Sherman		11,806,040		59,030.20	35,063.51	23,966.69	12,408.94	11,557.75	
Joseph Allen		4,321,190		21,605.95	12,911.74	8,694.21	4,225.47	4,468.74	
John T. Cosgriff		1,842,270		9,211.35	5,526.81	3,684.54	1,889.74	1,794.80	
Total		28,991,410		152,629.05	86,156.23	66,472.82	29,396.29	37,076.53	

Pine cut on Bad River Reservation.

Name.	Date.	Description.	Number of feet.	Per M.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
<i>Alphonso A. Maxim, jr., contractor.</i>									
Joseph Current.....	Oct. 25, 1887	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 20, T. 46, R. 2 W.....	35,640	\$6.00	\$213.84	\$142.56	\$71.28	.....	\$71.28
Oge-wause.....	Oct. 10, 1887	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 29.....	59,540	6.00	357.24	238.16	119.08	.....	119.08
Oge-mause.....	Oct. 1, 1887	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 29.....	67,840	6.00	407.04	271.36	135.68	.....	135.68
Wa-boz.....	Dec. 10, 1887	Lots 2 and 3, Sec. 30.....	34,360	6.00	206.16	137.44	68.72	.....	68.72
Na-wa-kwa-ge-shik, or John Smart.....	Oct. 25, 1887	NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 30; SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 19.....	9,710	6.00	58.26	38.84	19.42	.....	19.42
John B. Mayotte, heir of Wa-boze-Minde-moia, deceased.	Nov. 1, 1887	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 32.....	81,500	6.00	489.00	326.00	163.00	.....	163.00
Mary Amons.....	Nov. 10, 1887	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 33.....	67,010	6.00	402.06	268.04	134.02	.....	134.02
May-no-kaw-se.....	Oct. 18, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 6, T. 47, R. 2 W.....	196,920	6.00	1,181.52	787.68	393.84	\$196.68	197.16
Day-daw-ka-ni-osh.....	Nov. 1, 1887	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 6.....	43,850	6.00	263.10	175.40	87.70	.....	87.70
Ma-ka-de-mi-ko-moie.....	Sept. 30, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 6.....	280,640	6.00	1,683.84	1,122.56	561.28	441.76	119.52
Ta-ba-sa-sin-no-kwe.....	Oct. 18, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 7.....	126,410	6.00	758.46	505.64	252.82	241.60	11.26
Thomas Haskins.....	Oct. 10, 1887	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 11.....	466,621	6.00	2,799.73	2,549.73	250.00	.....	250.00
Omash-ka-was-in-o-kwe.....	Nov. 2, 1887	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 12.....	72,760	6.00	436.68	291.04	145.62	.....	145.52
Ozhi-ba.....	Nov. 21, 1887	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 12.....	322,510	6.00	1,935.06	1,128.79	806.27	698.71	107.56
Edward B. Haskins.....	Oct. 8, 1887	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 14.....	236,679	6.00	1,320.07	870.07	450.00	.....	450.00
Jack Frost (none out)	Nov. 21, 1887	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 22.....	.....	.....	.....	.....	.....	.....	.....
Mis-kwa-ge-she-go-kwa, heir of Me-no-ge-zhig-wa-be, deceased.	Nov. 1, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 31, T. 48, R. 2.....	21,090	6.00	126.54	84.36	42.18	.....	42.18
Ke-che-ge-kwa-yosh.....	Nov. 21, 1887	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 32.....	114,620	6.00	687.72	458.48	229.24	219.10	10.14
Charles Haskins.....	.....	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 29, T. 46, R. 2.....	29,180	6.00	175.08	116.72	58.36	.....	58.36
Esther Madwaagwan.....	do	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 29.....	139,100	6.00	834.60	556.40	278.20	135.00	143.20
Total.....	.....	.....	2,405,980	.....	14,335.88	10,069.27	4,266.61	1,932.81	2,333.80
<i>Peter P. Ferguson, contractor.</i>									
Mary Stoddard.....	Oct. 1, 1887	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 32, T. 47, R. 3 W.....	1,169,200	6.00	7,015.20	4,676.80	2,338.40	1,326.00	1,012.40
Frank Belonger.....	Oct. 10, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 7, T. 46, R. 3 W.....	153,300	6.00	919.80	613.20	306.60	201.25	105.35
Mary Cadotte.....	do	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 6.....	267,660	6.00	1,605.96	1,070.64	535.32	225.00	310.32
William Morrin.....	do	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 7.....	521,340	6.00	3,128.04	2,085.36	1,042.68	1,042.68	.....
Charlotte Belonger (none out)	do	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 7.....	.....	.....	.....	.....	.....	.....	.....
Angeliqne Seymour.....	do	Lots 1 and 2 Sec. 6.....	498,460	6.00	2,990.76	1,998.84	996.92	800.00	698.92
Henry La Pointe.....	do	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 32, T. 47, R. 3 W.....	521,340	6.00	3,091.98	2,061.32	1,030.66	400.00	630.66
Total.....	.....	.....	3,131,300	.....	18,751.74	12,501.16	6,250.68	3,494.93	2,755.65
<i>Ed. Brown, contractor.</i>									
Ka-ka-wa-ba-day.....	Aug. 22, 1887	NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 8, T. 47, R. 1 W.....	142,701	6.00	856.20	570.80	285.40	123.75	161.65
Lizzie Stoddard.....	do	SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 1, T. 47, R. 2 W.....	170,240	6.00	1,021.44	680.96	340.48	50.00	260.48

Kwesh-ko-na-gos	Aug. 29, 1887	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 1	448,360	6.00	2,690.16	1,793.44	896.72	634.50	262.22
James Smart	Aug. 22, 1887	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$; SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 1	629,270	6.00	3,775.62	2,517.08	1,258.54	925.75	332.79
Cecile Chingway	do	NE. $\frac{1}{2}$ SW. $\frac{1}{2}$; NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 1	176,730	6.00	1,060.38	706.92	353.46	25.00	328.46
Antoine Briseth	Aug. 23, 1887	SE. $\frac{1}{2}$ NW. $\frac{1}{2}$; SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 8, T. 47, R. 1 W	352,160	6.00	2,112.96	1,408.64	704.32	650.00	54.32
Sha-ba-dis Cloud	Aug. 22, 1897	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 11, T. 47, R. 2 W	134,540	6.00	807.24	538.16	269.08		269.08
Ne-gon-e-g-shi-go-kwa (none cut)	do	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 12							
Frank Green	do	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 27, T. 47, R. 2 W	865,698	6.00	5,194.18	3,462.79	1,731.39	1,187.64	543.75
Samuel Green	do	NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 27; SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 22	785,701	6.00	4,714.20	3,142.80	1,571.40	785.70	785.70
Nancy Starr	do	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 24; SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 33, T. 48, R. 2 W	282,849	6.00	1,697.09	1,131.39	565.70	400.00	165.70
Kitchie-e-kwa, heir. of Mink-Starr, deceased (none cut)	Aug. 23, 1887	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 4, T. 46, R. 3		5.50					
Wa-sesh-kung 2d (none cut)	Aug. 20, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 9		5.50					
Na-wa-ka-me-gua-ble	do	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 1, T. 47, R. 2 W	31,410	6.00	188.46	125.64	62.82		62.82
Ma-je-ga-bao	do	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 12	102,770	6.00	616.62	411.08	205.54	100.00	105.54
Ma-ka-de-mik-o-kwa	do	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 12	80,690	6.00	484.14	322.76	161.38	86.45	74.93
Hattie Cloud	do	NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 10	314,800	6.00	1,888.80	1,259.20	629.60	375.00	254.60
Ah-zha-dei-ash	do	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 12	133,720	6.00	802.32	534.88	267.44	267.44	
To-ma, or Jacob Sky	do	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27	7,717	6.00	46.30	30.86	15.44		15.44
Gaw-we-law-we-nin-ne	do	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 4, T. 41, R. 1 W	88,121	6.00	528.72	352.48	176.24	75.00	101.24
Louis James	do	Lot 2, SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 4	217,451	6.00	1,304.70	869.80	434.90	217.90	217.00
Ma-ka-da-we-ko-maia	do	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 5; SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 6	7,792	6.00	46.74	31.16	15.58		15.58
Michael James	do	Lot 1, SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 4	19,196	6.00	115.14	76.76	38.38		38.38
Wa-gi-ma-wa-be-tung	do	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 8	73,144	6.00	438.84	292.56	146.28		146.28
Total			5,065,060		30,390.25	20,260.16	10,130.09	5,904.13	4,225.96

NOTE.—Contracts on Nos. 18 to 24 inclusive not forwarded to Washington.

Edward Haskins, contractor.

Ke-wa-ga-bow-e-qua	Aug. 23, 1887	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 4; SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 3, T. 46, R. 3 W	635,720	6.00	3,814.32	2,542.88	1,271.44	640.69	630.75
Ke-wa-din-o-kwa	do	Lot 9, NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 12	126,400	6.00	758.40	505.60	252.80	72.00	180.80
Mi-zi-gan	Aug. 24, 1887	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 4	129,450	6.00	776.70	582.53	194.17	72.00	122.17
Andrew Skinaway	Aug. 23, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 20, T. 46, R. 2 W	304,140	6.00	1,824.84	1,216.53	608.28	432.91	175.37
John Skinaway	do	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 20	403,550	6.00	2,421.30	1,614.20	807.10	544.60	262.50
Frank Beson (none cut)	do	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 21							
Rachel Wesley, heir of John Holliday, deceased	do	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 21, SW. $\frac{1}{2}$ NE. $\frac{1}{2}$	280,000	6.00	1,380.00	920.00	460.00	326.95	133.05
A-bi-tosh-kaw-o-kwe	do	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 22	99,100	6.00	594.60	356.40	198.20	75.00	123.20
Na-wan-da-go-kwa, sr	do	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 27	666,580	6.00	3,999.48	2,666.32	1,333.16	588.23	744.93
Joe Buffalo, heir of Shi-ba-g-e-jig, deceased	Feb. 15, 1888	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 26	82,630	6.00	495.78	330.52	165.26	160.01	5.25
Charlotte Condioch	Aug. 23, 1887	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 27	828,300	6.00	4,969.80	3,313.20	1,656.60	1,207.09	449.51
Kwa-ke-e-ga-she-go-kwe	do	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 27	484,930	6.00	2,909.58	1,639.72	1,269.86	843.80	426.06
O-ga-bi-ge-won	do	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27	330,450	6.00	4,982.70	3,321.80	1,660.90	1,278.20	382.70
Wa-wis-e-g-shig	do	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 31	172,500	6.00	1,035.00	671.50	335.75	350.00	167.50

Pine cut on Bad River Reservation—Continued.

Name.	Date.	Description.	Number of feet.	Per M.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
<i>Edward Haskins, contractor—Cont'd.</i>									
Joseph Northshore	Nov. 25, 1887	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 22.	823, 020	\$6.00	\$4, 938.12	\$3, 292.08	\$1, 646.04	\$683.79	\$362.25
Frank Chingway	Aug. 23, 1887	NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 34; SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27.	1, 537, 770	6.00	9, 226.62	6, 151.08	3, 075.54	600.00	2, 475.54
Louis Manypenny	do	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 28	309, 630	6.00	1, 857.78	1, 287.52	620.26	572.55	47.71
Ka-na-me, heir of E-oge-ba-i-a-w-na-kwad-o-kwa, deceased.	Sept. 12, 1887	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 28.							
She-ba-je-won-o-kwa	Aug. 24, 1887	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 28	440, 350	6.00	2, 642.10	1, 761.40	880.70	312.00	568.70
Mary Beson	Aug. 23, 1887	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 30	175, 200	6.00	1, 051.20	525.60	525.60	325.00	200.60
Ondeg	Aug. 23, 1887	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 32, T. 46, R. 2 W.	280, 840	6.00	1, 685.04	1, 123.36	561.68	301.00	260.68
Charlotte Haskins	Nov. 26, 1887	NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 33	1, 505, 600	6.00	9, 033.60	6, 022.40	3, 011.20	2, 922.49	88.71
John Blackbird	Aug. 23, 1887	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 33	444, 850	6.00	2, 669.10	1, 779.40	889.70	400.00	498.70
Man-i-do-ge-zhig		S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 33	163, 440	6.00	980.44	653.76	326.68	165.00	161.88
Henry Brisette		NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 34	421, 680	6.00	2, 529.48	1, 686.32	843.16	542.00	301.16
Kwa-sesh-ance or Blackbird		S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 33	135, 370	6.00	812.22	541.28	270.94	175.29	9.56
Louise Rabido		W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 27	510, 850	6.00	3, 065.10	2, 043.40	1, 021.70	816.65	205.05
Paul Current		W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 22	390, 010	6.00	2, 340.06	1, 560.04	780.02	780.02	
Antoine Haskins		E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 22	4, 280	6.00	25.68	17.12	8.56	8.56	
Joseph Beson		E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 17	195, 510	6.00	1, 173.06	782.04	391.02	200.00	191.02
Mary La Rush, heir of Maggie Seymour, deceased.		W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 21	109, 160	6.00	654.96	436.64	218.32	209.52	8.80
John B. Defauld		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 32	148, 180	6.00	889.08	592.72	296.36	271.64	24.72
Trespass committed on		N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 21	100, 000						
Total			12, 689, 390		75, 536.34	49, 773.39	25, 762.95	15, 876.99	9, 885.96
NOTE.—Contracts on Nos. 24 to 32, inclusive, not forwarded to Washington.									
<i>John B. Denommie, contractor.</i>									
Antoine Pero	Sept. 9, 1887	SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 14, SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 14, T. 46, R. 2 W.	69, 110	6.25	414.66	259.16	155.50		155.50
Shaw-bou-dish-kung	do	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 14	11, 420	6.00	68.52	45.68	22.84		22.84
Edward E. Connor (none cut)	Nov. 10, 1887	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 14							
Bo-ko-way	Aug. 22, 1887	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 15	188, 300	6.00	1, 129.80	753.20	376.60		376.60
Pe-mo-sa-ge-gi-go-kwe	Nov. 26, 1887	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 17	351, 940	6.00	2, 111.64	1, 407.76	703.88	234.25	469.63
Ba-sha-naquod, heir of Eda-wi-gi-gig, deceased.	Nov. 10, 1887	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 17	80, 220	6.00	481.32	320.88	160.44		160.44
Me-she-ka Jun, or Joseph Martin	Nov. 24, 1887	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 18	90, 200	6.00	541.20	360.80	180.40	91.02	89.38
Pas-cua-ti-amo, heir of Ma-kaw-an-e-we-gwan, sr., deceased.	Sept. 7, 1887	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 20	57, 680	6.00	346.08	230.72	115.36		115.36
Charles Charettes, jr.	Sept. 14, 1887	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 20	80, 440	6.00	482.64	321.76	160.88		160.88

Oga-ba-ge-ahi-go-kwe	Sept. 10, 1887	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 17; NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 20.	165,840	6.00	995.04	746.28	248.76	227.17	21.59
John Bo-co-way	Aug. 22, 1887	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 21.	67,510	6.00	405.06	270.04	135.02	38.00	97.02
Mi-ke-nak, or Samuel Stoddard	Sept. 4, 1887	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 21; NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 28.	172,940	6.00	1,037.64	691.76	345.88	-----	345.88
Ma-ge-con-a-go-kwa	Sept. 7, 1887	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 27.	629,470	6.00	3,776.82	2,203.15	1,573.67	-----	1,573.67
O-ka-k-gi-shi-go-que	Oct. 31, 1887	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 28.	196,900	6.00	1,181.40	787.60	393.80	182.47	211.33
Lizette Denomie	Sept. 14, 1887	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 28.	542,850	6.00	3,257.10	2,171.40	1,085.70	952.35	133.35
Frank Cozino (none out)	Oct. 26, 1887	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 29.	-----	-----	-----	-----	-----	-----	-----
Frank Gish-kak	Oct. 24, 1887	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 29.	50,580	6.00	303.48	202.32	101.16	-----	101.16
John B. Denomma, heir of Mary E. Denomie, deceased	-----	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 22.	*2,097,160	-----	-----	-----	-----	-----	-----
John Ba-sa-na	-----	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 15.	56,600	6.00	339.60	254.70	84.90	-----	84.90
Nadj-ke-was-sung	-----	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 22.	37,350	6.00	224.10	169.08	55.02	1.93	53.09
William Cadotte	-----	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 23.	78,010	6.00	468.06	351.05	117.01	117.01	-----
Joseph Denomie	-----	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 15; NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 22.	19,096	6.00	1,146.76	763.84	381.92	381.92	-----
Ne-baw-iosh	-----	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 20.	35,710	6.00	214.26	142.84	71.42	71.42	-----
Ta-je-ge-shik	-----	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 19.	169,770	6.00	1,018.62	679.08	339.54	-----	339.58
Gaw-ge-go-e-kwa	-----	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 20.	7,540	6.00	45.24	30.16	15.08	-----	15.06
S. Denomie, sr.	-----	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 22.	14,690	6.00	88.14	58.76	29.38	-----	29.34
Mary Metwa-a-gwan	-----	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 18.	82,580	6.00	495.48	330.32	165.16	-----	165.18
Antoine Quebec	-----	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 19.	147,820	6.00	886.92	591.28	295.64	-----	295.64
Oga-besh-kan-o-kwe	-----	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 19.	35,050	6.00	210.30	157.73	52.57	-----	52.57
Total	-----	-----	5,708,640	-----	21,668.88	14,301.35	7,367.53	2,297.54	5,069.99
<i>Edward J. Watters, contractor.</i>			-----	-----	-----	-----	-----	-----	-----
Madeline Chingway	-----	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 21. T. 47, R. 3 W.	123,360	6.00	740.16	493.44	246.72	221.72	25.00
Wa-me-gwa-ance	-----	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 28.	504,940	6.00	3,029.64	2,019.76	1,009.88	500.00	509.88
Susan Twobirds	-----	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 28.	363,940	6.00	2,177.64	1,451.76	725.88	241.62	484.26
Charlotte Twobirds	-----	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 33.	469,940	6.00	2,819.64	1,879.76	939.88	704.91	234.97
Antoine Dennis	-----	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$, SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 19.	96,260	6.00	577.56	385.04	192.52	-----	192.52
Total	-----	-----	1,557,440	-----	9,344.64	6,229.76	3,114.88	1,668.25	1,446.62
<i>McBeth and Denomie, contractors.</i>			-----	-----	-----	-----	-----	-----	-----
Bone-cosh	-----	Lot 5, Sec. 1, Lot 1, Sec. 2, SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 36, T. 46, R. 3 W.	166,760	6.00	1,000.68	667.12	333.56	-----	333.56
Ana-quad	-----	Lot 7, Sec. 2.	46,200	6.00	277.20	184.80	92.40	-----	92.40
Joseph Win-ne-bosho	-----	Lots 3, 4, 5, 6 and 9, Sec. 12.	467,790	6.00	2,806.74	1,871.16	935.52	-----	935.58
Total	-----	-----	680,770	-----	4,084.62	2,723.08	1,361.54	-----	1,361.54

NOTE.—The last fifteen contracts not forwarded to Washington.

* No report.

Pine cut on Bad River Reservation—Continued.

Name.	Date.	Description.	Number of feet.	Per M.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
<i>E. Lathrop, contractor.</i>									
Louis Michael		N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 36, T. 48, R. 4.	166, 840	\$6.00	\$991.04	\$750.78	\$240.26	.....	\$240.26

RECAPITULATION.

Alphonso A. Maxim, jr.			2, 405, 980	.....	14, 335.88	10, 069.27	4, 266.61	\$1, 932.81	2, 333.80
Peter P. Ferguson.			3, 131, 300	.....	18, 751.74	12, 501.16	6, 250.58	3, 494.93	2, 755.65
Ed. Brown.			5, 065, 060	.....	30, 390.25	20, 260.16	10, 130.09	5, 904.13	4, 225.96
Edward Haskins.			12, 689, 390	.....	75, 536.24	49, 773.39	25, 762.85	15, 876.99	9, 885.96
John B. Denomma.			5, 708, 640	.....	21, 668.88	14, 301.35	7, 367.53	2, 297.54	5, 069.99
Edwin J. Watters.			1, 557, 440	.....	9, 844.64	6, 229.76	3, 114.88	1, 668.25	1, 446.63
McBeth & Denomie.			680, 770	.....	4, 084.62	2, 723.08	1, 361.54	.....	1, 361.54
E. Lathrop.			166, 840	.....	991.04	750.78	240.26	.....	240.26
Total			31, 405, 420	.....	175, 103.39	116, 608.95	58, 494.44	31, 174.65	27, 319.79

Pine cut on Lac Court Oreilles Reservation.

<i>Dobie & Stratton.</i>									
Name.	Date.	Description.	Number of feet.	Per M.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
Baptiste 1st	Sept. 23, 1887	Lot 1, SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 1, T. 39, R. 7.	118, 120	6.50	754.78	348.36	406.42	159.50	246.92
Gust Thomas (none cut)	Nov. 11, 1887	NW. $\frac{1}{4}$ NE. $\frac{1}{4}$; NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 5.		7.00					
Louis Gauthier	Feb. 14, 1888	SE. $\frac{1}{4}$ NW. $\frac{1}{4}$; SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 5.	625, 920	6.00	3, 755.52	1, 877.76	1, 877.76	1, 877.76	
Nay-wa-j ze-zht-go-kway	Sept. 23, 1887	NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 4; NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 5.	636, 360	6.50	4, 136.34	2, 068.17	2, 068.17	2, 068.17	
Be-da-na-quot-o-kwe (none cut)	Feb. 15, 1888	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$; SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 6.		6.50					
Chaa Pi-gis-ywi-wi-sens (none cut)	do	W. $\frac{1}{4}$ NW. $\frac{1}{4}$; SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 7.		6.00					
Joe Martin	do	Lot 3 and NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 9.	341, 640	6.00	2, 049.84	1, 368.56	683.28	504.60	178.68
Frank Murray	Feb. 14, 1888	Lots 5, 6, 9.	333, 880	7.50	2, 504.10	1, 252.05	1, 252.05	1, 252.05	
Giz-ki-osh (none cut)	Feb. 15, 1888	S. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 11.		7.00					
Ma-in-gan (none cut)	Oct. 17, 1887	E. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 15.		6.25					
Kichi-i-kwe Pe-mo-se-ge-jig.	Feb. 14, 1888	W. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 15.	629, 880	6.00	3, 779.28	2, 204.58	1, 574.70	1, 574.70	
John Allen	Feb. 13, 1888	W. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 17.	236, 080	7.00	1, 652.56	885.30	767.26	291.80	475.46
Ikwe-mish White.	do	W. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 18.	599, 450	6.25	3, 746.56	2, 397.80	1, 548.76	1, 348.76	

Sophia Lumbar	Feb. 14, 1888	S. $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 19	277,430	7.25	2,011.37	1,179.07	832.30	775.03	57.27
Julius Carafelt	Oct. 7, 1887	W. $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 19	857,200	7.00	6,000.40	3,214.50	2,785.90	2,785.90	.....
Wa-zhuk Mite-go-mish	Feb. 15, 1888	NE. $\frac{1}{2}$ SW $\frac{1}{2}$; NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 20	263,010	6.25	1,643.81	1,052.04	591.77	376.57	215.20
Shin-a-wee-ge-jig	Sept. 30, 1887	SE. $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 20; SE. $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 29	178,930	6.25	1,118.31	715.72	402.59	279.59	123.00
Margaret Demarrah	Feb. 14, 1888	N. $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 21	186,530	6.50	1,212.45	746.12	466.33	320.00	146.33
Chase Gordon	.....do	W. $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 29	400,480	7.00	2,803.36	1,601.92	1,201.44	1,000.00	201.44
Om-bi-bi-ness	Nov. 28, 1887	S. $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 29	102,040	6.50	663.26	408.16	255.10	142.74	112.36
Mary Blanchard	Feb. 13, 1888	W. $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 29	259,400	7.00	1,815.80	1,037.60	778.20	702.17	76.03
Hattie Lumbar	Feb. 14, 1888	W. $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 30	497,560	6.50	3,234.14	1,741.46	1,492.68	1,353.19	139.49
Charles Ford (none cut)	Oct. 7, 1887	E. $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 30	.....	6.50	.....	.....	.....	.....	.....
John La Fave	Feb. 14, 1888	W. $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 31	372,430	7.25	2,700.11	1,303.50	1,396.61	1,396.61	.....
Obi-mi-gi-go-kwe Qua-gen	Feb. 13, 1888	NE. $\frac{1}{2}$ SW $\frac{1}{2}$; NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 31	451,530	6.50	2,934.95	1,580.35	1,354.60	667.40	687.20
Myra Sophia Blanchard	.....do	E. $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 33	244,310	7.25	1,771.25	1,038.31	732.94	747.93	15.01
Angeline Setler	Oct. 17, 1887	W. $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 33	298,990	7.75	2,317.17	1,270.70	1,046.47	1,046.47	.....
Ge-be-o-se-kwe (none cut)	Sept. 27, 1887	W. $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 33	.....	7.25	2,400.11	1,241.43	1,158.68	900.00	258.68
John Blanchard	Feb. 13, 1888	N. $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 33	331,050	7.25	2,400.11	1,241.43	1,158.68	900.00	258.68
Mary Means	Feb. 14, 1888	S. $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 35, T. 40, R. 7	80,330	6.00	481.98	331.32	150.66	76.00	74.66
Manades Warren	Feb. 13, 1888	N. $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 17, T. 38, R. 8	448,490	6.75	3,027.31	1,569.71	1,457.60	1,400.60	57.00
John Farr	Feb. 14, 1888	NE. $\frac{1}{2}$ SE. $\frac{1}{2}$; SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 18	243,200	6.75	1,641.60	912.00	729.60	651.45	78.15
Paul Revi	.....do	S. $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 2, T. 39, R. 8	270,320	6.50	1,757.08	946.12	810.96	544.61	266.35
Hattie Johnson	.....do	S. $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 2	419,650	7.00	2,938.08	1,678.60	1,259.48	960.35	299.13
Su-sid-ji-wan	Sept. 28, 1887	E. $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 2	475,330	7.00	3,327.31	1,901.32	1,425.99	1,341.57	84.42
Mary Ann Ring	Feb. 14, 1888	W. $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 2	382,230	6.75	2,580.05	1,433.46	1,146.69	480.00	666.69
Man-da-min	.....do	SW. $\frac{1}{2}$ NE. $\frac{1}{2}$; SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 3	464,350	6.00	2,788.10	1,857.40	1,928.70	838.39	90.31
William Boyd	.....do	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$; NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 3	404,150	7.25	2,930.09	1,515.56	1,414.53	1,412.54	1.99
Wa-wi-ens	Sept. 29, 1887	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 10	643,120	7.00	4,501.84	2,411.70	2,090.14	1,912.11	178.03
Angusta Aji-do-mons	Sept. 28, 1887	S. $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 10, T. 39, R. 18	641,720	6.00	2,770.32	1,846.88	923.44	610.65	312.79
Me-twe-osh-i-kwe	Feb. 14, 1888	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 10	703,880	6.75	4,751.19	2,815.52	1,935.67	1,365.67	600.00
Jin-gwas-i-no-kwe	.....do	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 12	617,890	6.50	4,016.28	2,471.56	1,544.72	1,417.57	127.15
E-na-wi-ga-bow	Feb. 13, 1888	SW. $\frac{1}{2}$ NE. $\frac{1}{2}$; SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 13	135,630	6.00	813.78	542.92	270.86	50.00	220.86
John Sin-gog	Oct. 4, 1887	E. $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 14	182,460	6.75	1,231.61	821.07	410.54	410.54	.....
Geo. Corbine	Feb. 14, 1888	S. $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 23	577,560	6.50	3,754.09	2,165.85	1,588.24	1,319.10	269.14
Matilda Lagoo	.....do	Lot 1, Sec. 23; lot 2, Sec. 24	87,760	6.75	562.38	351.04	241.34	241.34	.....
Frank Homes	.....do	SW. $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 24; SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 23	500,950	6.50	3,381.41	2,003.80	1,377.61	1,258.58	121.03
She-ne-ge-jig	Sept. 28, 1887	NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 25; SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 24	199,460	6.50	1,296.49	847.70	448.79	410.52	38.27
Mary Trepanner	Feb. 14, 1888	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 25	510,040	7.50	3,825.30	1,912.65	1,912.65	1,912.65	.....
John Mishler	Feb. 13, 1888	E. $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 25	69,130	6.75	466.63	241.95	224.68	224.68	.....
Bi-na-sha (none cut)	Oct. 14, 1887	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 25	.....	7.00	.....	.....	.....	.....	.....
Na-bi-ni-gi-jig	Oct. 1, 1887	Lot 6, NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 26	237,550	6.50	1,544.07	950.20	593.87	264.50	329.36
John King	Sept. 29, 1887	W. $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 27	505,610	6.50	3,286.47	1,767.93	1,518.54	800.00	718.54
Gi-ji-go-kwe	Oct. 13, 1887	W. $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 28	1,416,380	7.25	10,268.76	5,311.42	4,957.34	4,957.34	.....
Esther Bellisle	Sept. 19, 1887	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 33	507,850	6.00	3,047.10	1,777.47	1,269.63	1,269.63	.....
Louis Mishler	Feb. 15, 1888	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$; NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 35	620,590	7.25	4,498.27	2,483.36	2,015.91	1,362.67	653.24
Charley Ba-kwa-a-mo	Feb. 13, 1888	NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 35; NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 36	268,740	6.00	1,792.44	1,194.96	597.48	152.60	444.88
Wm. Dingley	Feb. 14, 1888	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 36	161,730	6.00	970.38	648.92	323.46	185.00	138.46
E-na-wi-ga-bow	Sept. 28, 1887	E. $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 1, T. 40, R. 8	57,580	6.50	244.27	197.29	46.98	46.98	.....
Augustine Ke-be-os-sang	.....do	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 1	203,540	6.50	1,323.01	1,017.70	305.31	96.00	209.31
Maw-na-meg	.....do	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 2	837,130	6.50	5,441.34	4,185.65	1,255.69	542.98	712.71
Bi-shi-kins (none cut)	.....do	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 2; NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 11	.....	6.50	.....	.....	.....	.....	.....
Edward Gordon (none cut)	Feb. 14, 1888	W. $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 3	.....	6.50	.....	.....	.....	.....	.....
Ba-quan-ches	.....do	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 3	277,690	5.75	1,596.70	1,249.60	347.10	233.15	113.95
Emma Roberge (none cut)	Sept. 26, 1887	NE. $\frac{1}{2}$ SE. $\frac{1}{2}$; E. fr. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 4	.....	5.50	.....	.....	.....	.....	.....

Pine cut on Lac Court Oreilles Reservation—Continued.

Name.	Date.	Description.	Number of feet.	Per M.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
<i>Dobie & Stratton—Continued.</i>									
Ogmia-gi-gi-go-kwe.....	Sept. 28, 1887	E. $\frac{1}{2}$ NW. Sec. 4.....	634, 190	\$6. 25	\$3, 963. 68	\$2, 378. 21	\$1, 585. 47	\$1, 582. 77	\$22. 70
Jim Je-ni-nf.....	Feb. 13, 1888	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 4.....	1, 437, 890	6. 00	8, 627. 94	5, 392. 46	3, 235. 48	2, 567. 66	667. 82
George Trotochard.....	Sept. 30, 1887	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 5.....	395, 510	6. 00	2, 371. 86	1, 581. 24	790. 62	190. 62	600. 00
Charley Quagen.....	Feb. 14, 1888	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 5.....	1, 632, 680	5. 75	9, 387. 91	6, 122. 55	3, 265. 36	1, 129. 98	2, 135. 38
Paul Sawyer.....	Oct. 28, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 5.....	272, 540	6. 00	1, 635. 24	1, 158. 29	476. 95	250. 00	226. 95
Chieog, 2d.....	Sept. 30, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 8.....	247, 280	5. 50	1, 360. 04	989. 12	370. 92	251. 02	119. 90
Mo-kitchi-wa-no-kwe.....	Sept. 29, 1887	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 8.....	278, 990	5. 50	1, 534. 44	1, 115. 96	418. 48	258. 69	159. 79
Qua-ka-be-kwe.....	Oct. 12, 1887	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 8.....	250, 610	5. 75	1, 441. 00	939. 78	501. 22	386. 50	114. 72
Jim Gwi-wi-sens.....	Oct. 7, 1887	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 8.....	131, 390	6. 00	788. 34	591. 25	197. 09	71. 00	126. 09
Min da-moie.....	Sept. 28, 1888	W. NE. $\frac{1}{2}$ Sec. 11.....	329, 850	6. 50	2, 144. 02	1, 731. 71	412. 31	299. 32	112. 99
Be-na-sha.....	Feb. 13, 1888	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 11.....	1, 505, 46	6. 50	1, 505. 46	1, 215. 95	289. 51	57. 74	231. 77
Oden-a-wi-bi-ness.....	Nov. 8, 1887	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 11.....	270, 170	7. 00	1, 891. 19	1, 215. 76	675. 43	675. 43	.....
To-bis-co-gi-jig.....	Sept. 29, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 11, T. 40, R. 8.....	1, 080, 950	6. 25	6, 755. 93	4, 864. 27	1, 891. 66	1, 859. 21	32. 45
Taylor Gordon.....	Feb. 13, 1888	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 12.....	201, 910	6. 75	1, 362. 89	959. 07	403. 82	300. 00	103. 82
An-ji-ga-bow-ique.....	Sept. 27, 1887	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 12.....	514, 300	6. 50	3, 342. 95	2, 571. 50	771. 45	446. 46	324. 99
Be-ha-mi-sim.....	Sept. 28, 1887	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 12.....	768, 200	6. 50	4, 993. 30	3, 456. 90	1, 536. 40	1, 246. 47	289. 93
Henry Lumber.....	Feb. 14, 1888	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 12.....	394, 520	7. 00	2, 761. 64	1, 775. 34	986. 30	629. 50	56. 80
Ma-gi-gi-gi-go-kwe.....	Sept. 28, 1888	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 13.....	416, 510	5. 75	2, 394. 93	1, 666. 04	728. 89	700. 00	28. 89
Mary Squires.....	Feb. 13, 1888	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 13.....	502, 880	6. 25	3, 143. 00	2, 011. 52	1, 131. 48	929. 24	202. 24
Bng-we-ma-gi-gi-go-kwe.....	Feb. 15, 1888	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 13.....	149, 600	6. 50	972. 40	673. 20	299. 20	115. 20	184. 00
Oka-bi-ka-mi-go-kwe.....	Sept. 28, 1887	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 13.....	148, 490	6. 50	965. 18	742. 45	222. 73	181. 33	41. 40
Jas. E. Squires.....	Oct. 10, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 14.....	478, 460	6. 75	3, 231. 63	2, 034. 73	1, 196. 90	750. 00	446. 90
Ma-ma-jik (none cut).....	Oct. 1, 1887	NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 21; NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 22.....	.....	6. 00	.....	.....	.....	.....	.....
Gi-bi-twence.....	Oct. 5, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 23.....	302, 570	6. 50	1, 966. 70	1, 134. 63	832. 07	832. 07	.....
John Aki-wen-zie (none cut).....	Oct. 22, 1887	Lot 2; NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 23.....	.....	6. 00	.....	.....	.....	.....	.....
Ke-wo-shi-kwe Martin.....	Sept. 28, 1887	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 24.....	228, 120	6. 00	1, 368. 72	1, 026. 54	342. 18	304. 55	37. 63
Gi-ba-wi-kwe.....	Feb. 15, 1888	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 24.....	341, 270	6. 50	2, 218. 26	1, 535. 72	682. 54	615. 57	66. 97
New-ji-na-kwa-ke-wi-ti-no-kwe.....	Feb. 14, 1888	NW. $\frac{1}{2}$ SW. $\frac{1}{2}$; SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 24.....	175, 800	6. 00	1, 054. 80	703. 20	351. 60	249. 43	102. 17
Oge-ma-gi-jig-go-kwe Martin.....	Sept. 27, 1887	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 24.....	596, 740	6. 00	3, 580. 44	2, 685. 33	895. 11	875. 11	20. 00
Alex La Rock.....	Feb. 14, 1888	SE. $\frac{1}{2}$ NW. $\frac{1}{2}$; NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27.....	294, 010	6. 25	1, 837. 56	1, 029. 03	808. 53	250. 00	558. 53
Batise St. Martin (I).....	Feb. 13, 1888	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 27.....	.....	6. 00	.....	.....	.....	.....	.....
Antoine Ge-way-gi-zhig.....	Oct. 3, 1887	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 34.....	805, 620	6. 00	1, 833. 72	1, 222. 43	611. 24	350. 00	261. 44
Ching-way-way.....	Nov. 5, 1887	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 34.....	88, 770	6. 50	577. 00	266. 31	310. 69	310. 69	.....
G-wa-ko-ge-jig.....	Feb. 13, 1888	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 35.....	203, 940	6. 75	1, 376. 59	917. 73	458. 86	397. 89	60. 97
Martha Kewens.....	Feb. 14, 1888	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 35.....	124, 140	6. 00	744. 84	496. 56	248. 28	112. 00	136. 28
Naw-zhi-naw-kay.....	Oct. 10, 1887	Lot 1, Sec. 36.....	102, 440	6. 00	614. 64	409. 76	204. 88	115. 00	89. 88
Ge-way-go-zhig.....	Nov. 23, 1887	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 36.....	100, 520	5. 50	552. 86	351. 81	201. 05	154. 37	46. 68
Wa-jashk, jr.....	Dec. 1, 1887	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 36.....	141, 340	6. 00	848. 04	565. 36	282. 68	208. 63	74. 05
Sa-gi-gwen-ne-bi, heir of Min-de-moie, deceased.....	Oct. 4, 1887	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 4; SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 5, T. 39, R. 7.....	771, 410	6. 50	5, 014. 16	2, 699. 93	2, 314. 23	2, 314. 23	.....
A-na-quad et al., heirs of Oz-ha-wash-ka-ge-jig, deceased (none-cut).....	Sept. 28, 1887	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 12.....	.....	6. 50	.....	.....	.....	.....	.....

Oge-me-bi-nin-si-kwe.....	Dec. 10, 1887	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 32.....	923,450	7.00	6,002.42	3,232.07	2,770.85	2,633.80	136.55	
John Ke-wi-losh.....	Jan. 4, 1888	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 14, T. 39, R. 8.....	270,940	7.50	2,032.05	1,219.23	812.82	440.54	372.28	
Sa-gi-gwen-me-be, heir of Bi-mo-sa-dam, deceased.	Oct. 4, 1887	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 33.....	507,680	6.50	3,299.92	1,776.88	1,523.04	1,523.04	-----	
Mis-que-wi-gi-jig, heir of Bo-ni-aah, de- ceased.	Sept. 29, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 5, T. 40, R. 8.....	373,020	5.75	2,144.86	1,585.33	559.53	378.96	180.57	
Ena-we-ga-bow, heir of Ki-i-wa-bi-ness, deceased.	Sept. 28, 1887	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 12.....	37,580	6.50	241.27	197.29	46.98	46.98	-----	
Ma-gi-ji-go-kwe, heir of Nannu 3d.....	Sept. 29, 1887	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 12.....	1,067,840	6.50	6,940.96	4,805.28	2,135.68	2,135.68	-----	
Charles Force, heir of Celia Kin-a-bi-go- kwe, deceased (none cut).	Nov. 15, 1887	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 14.....	-----	6.50	-----	-----	-----	-----	-----	
No contracts filed in agency office by Dobie & Stratton with the following-named Indians:										
Min-de-moia-sa-go-ma-kwe.....		E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 19, T. 39, R. 17.....	240,660	7.00	1,684.62	902.47	782.15	782.15	-----	
Julia La Rush.....		NW. $\frac{1}{2}$ SW. $\frac{1}{2}$; lot 1, Sec. 4.....	827,050	6.50	2,125.83	908.20	1,217.63	468.52	749.11	
Ane-gi-gi-go-kwe.....		E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 31.....	599,610	6.75	4,495.79	2,696.96	798.83	1,798.83	-----	
Wa-wiens.....		E. SW. $\frac{1}{2}$ Sec. 29.....	6,130	6.50	39.84	21.45	18.39	18.39	-----	
Simon Savallier.....		E. SW. $\frac{1}{2}$ Sec. 19.....	560,020	7.00	3,920.14	2,240.08	1,680.06	1,555.71	124.35	
Ni-ga-ni-gi-go-kwe.....		NW. $\frac{1}{2}$ SE. $\frac{1}{2}$; NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 33, T. 40, R. 6.....	294,810	6.50	1,916.23	1,252.94	663.33	587.10	76.23	
John Mi-shons.....		S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 17, T. 39, R. 7.....	194,620	6.00	1,167.72	778.48	389.24	389.24	-----	
Sha-bo-ge-zhig.....		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 12.....	837,590	6.50	2,194.33	1,097.16	1,097.17	1,097.17	-----	
Bi-mi-gin-gos-kung.....		S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 17, T. 38, R. 8.....	131,430	6.50	854.29	558.57	295.72	139.74	155.98	
Eqe-mi-ji.....		N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 8.....	69,580	6.50	452.27	243.53	208.74	208.74	-----	
Joe Farr.....		SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 17; SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 18.....	5,150	6.00	30.90	20.60	10.30	10.30	-----	
Alfred Trepannier.....		E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 22, T. 39, R. 8.....	111,750	6.50	726.37	502.37	223.50	177.41	46.09	
Charlie Thomas.....		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 11; SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 12.....	220,620	6.50	1,434.03	992.79	441.24	401.36	39.88	
Muskigo William.....		W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 12.....	306,530	6.50	1,992.44	1,302.75	689.69	448.37	241.32	
Mary Slater.....		W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 24.....	405,010	6.00	2,430.06	1,417.53	1,012.53	900.53	112.00	
Robert Boyd.....		W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 27.....	369,110	6.50	2,399.21	1,476.44	922.77	887.54	35.23	
Gi-gi-gous.....		SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 3; NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 10.....	8,910	6.50	57.91	40.09	17.82	17.82	-----	
G-we-ki-ga-bow-l-kwe.....		E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 33.....	2,622,130	6.50	16,393.84	8,827.45	7,566.89	7,566.39	-----	
Joe Sharlow.....		N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 2.....	378,650	6.75	2,555.88	1,514.60	1,041.28	1,041.28	-----	
Pi-nis-si-we-gi-jig.....		W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 11.....	76,750	6.50	498.88	263.63	230.25	230.25	-----	
Bi-mi-gi-jig.....		E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 12.....	52,560	6.50	341.77	184.03	157.74	157.74	-----	
Mai-wa-chi-we-bl.....		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 22; lot 3, Sec. 23.....	151,880	6.50	987.22	531.68	455.64	185.00	270.64	
Antoine Denejsis.....		N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 33.....	67,320	5.50	370.26	163.30	201.96	201.96	-----	
Bosh-king.....		W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 4, T. 40, R. 8.....	1,765,810	5.75	10,153.40	6,180.33	3,973.07	3,973.07	-----	
Bazil Dennis.....		S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 34.....	28,290	5.82	164.61	113.16	61.45	61.45	-----	
Ellen Porter.....		E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 13.....	713,150	7.00	4,992.05	285.60	2,139.45	2,139.45	-----	
Sa-ga-a-ga-ne-kwe.....		E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 4.....	249,660	5.75	1,435.66	749.04	686.62	80.00	696.62	
Mary Op-ti-gi-ji-go-kwe.....		W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 23.....	1,462,120	6.50	9,503.78	5,473.50	4,030.28	4,013.90	16.38	
Eliza Lumber.....		S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 23.....	103,830	6.50	674.89	363.40	311.49	100.00	211.49	
Aga-sa.....		W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 12.....	570,220	6.00	3,421.32	2,708.54	712.78	712.78	-----	
Ka-ka-ga.....		Lot 3, Sec. 1.....	75,680	6.25	473.00	378.40	94.60	40.00	54.60	
Be-shi-kins.....		(SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 2.....	733,690	6.50	4,768.98	3,651.87	917.11	547.52	369.59	
Edward La Rush.....		(NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 11.....	154,400	7.00	1,080.80	617.60	463.20	463.20	-----	
Total.....			52,423,650	-----	338,455.34	206,174.70	132,280.14	111,078.30	21,202.34	

Pine cut on Lac Court Oreilles Reservation—Continued.

Name.	Date.	Description.	Number of feet.	Per M.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
<i>Valley Lumber Company.</i>									
Gwi-a-ko-gi-jig	Nov. 11, 1887	SW. $\frac{1}{4}$ NW. $\frac{1}{4}$; NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 5, T. 89, R. 7.	213, 020	\$5.00	\$1, 065. 10	\$639. 06	\$426. 04	\$61. 83	\$364. 21
Shan-gwish	Oct. 18, 1887	E. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 17	116, 100	5. 50	638. 55	348. 80	290. 25	-----	290. 25
David Bellisle	Oct. 20, 1887	W. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 19	100, 470	6. 00	602. 82	326. 52	276. 80	76. 77	199. 53
Delia Nesville	Nov. 1, 1887	N. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 32	66, 350	5. 25	348. 34	215. 64	132. 70	-----	132. 70
Mary Bray	Oct. 24, 1887	Lots 1 and 4, Sec. 4, T. 38, R. 8.	388, 660	5. 50	2, 126. 63	1, 159. 88	966. 65	938. 61	28. 04
Bah-quah-a-me, guardian of Meemes, heir of Alexis Corbine, deceased.	Dec. 5, 1887	Lot 2 Sec. 4.	192, 580	4. 75	914. 75	577. 74	337. 01	114. 97	222. 04
Maggie Clauthier	Nov. 26, 1887	Lots 7 and 8 Sec. 4.	78, 210	6. 50	508. 36	234. 63	273. 73	100. 00	173. 73
Oda-bi-dah-shi-a-no-que, heir of Wabiz-ha-she, deceased.	Nov. 10, 1887	Lots 9 and 10 Sec. 4.	146, 790	4. 75	697. 25	513. 76	183. 49	68. 90	114. 59
We-eve-ji-ga-bow	Nov. 12, 1887	W. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 7	85, 940	5. 25	451. 18	322. 27	128. 91	81. 63	47. 28
War-ba-numer-go-Kwe, heir of Bo-den 2d, deceased.	Oct. 18, 1887	N. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 7	48, 870	5. 75	281. 00	171. 04	109. 96	67. 27	42. 69
Wa-bish-ke-gwan	Nov. 1, 1887	S. $\frac{1}{4}$ SE. $\frac{1}{4}$; Sec. 7	128, 680	5. 00	643. 40	386. 04	257. 36	56. 11	201. 25
Esther Denashe	Dec. 20, 1887	E. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 9	168, 701	6. 00	1, 012. 20	463. 92	548. 28	514. 00	34. 28
Ni-ba-ni-ga-bow-e-kwe	Nov. 23, 1887	E. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 9	329, 160	6. 00	1, 974. 96	1, 069. 77	905. 19	629. 35	275. 84
Charlotte Gauthier	Oct. 25, 1887	SW. $\frac{1}{4}$ NW. $\frac{1}{4}$; NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 9	276, 870	6. 50	3, 749. 65	1, 874. 80	1, 874. 85	1, 828. 47	48. 38
Asha-wa-ka-mi-go-kwe	Oct. 18, 1887	W. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 8	212, 820	5. 50	1, 170. 51	744. 87	425. 64	7. 71	417. 93
Alexander Gauthier	Oct. 20, 1887	N. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 17	84, 350	5. 50	463. 92	295. 22	168. 70	107. 45	61. 25
David Corbine	do	E. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 12, T. 39, R. 8	225, 450	6. 00	1, 352. 70	789. 07	563. 63	419. 42	144. 21
Alexis Slater	Oct. 31, 1887	S. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 13	109, 720	5. 50	603. 46	358. 59	246. 87	-----	246. 87
Bi-zhi-kins, heir of Ma-kons, deceased.	Nov. 10, 1887	E. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 14	269, 130	5. 75	1, 547. 49	874. 67	672. 82	386. 15	286. 67
Besh-kwe-min-di-mole	Oct. 24, 1887	N. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 14	187, 740	6. 00	1, 126. 44	610. 15	516. 29	363. 97	152. 32
Sa-wa-did	Sept. 27, 1887	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 14; NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 23.	146, 860	5. 85	859. 13	477. 29	381. 84	178. 15	203. 69
Charlotte Oshogo	Oct. 24, 1887	W. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 15	109, 650	6. 25	685. 31	383. 77	356. 36	186. 06	170. 30
Wa-jashk, sr	Nov. 15, 1887	E. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 21	60, 510	5. 00	302. 55	196. 65	105. 90	-----	105. 90
Ke-gan-igan-is	Oct. 24, 1887	W. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 21	56, 350	6. 00	338. 10	197. 22	140. 88	137. 66	3. 22
Mino-gi-shi-go-kwe	Sept. 15, 1887	NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 28; SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 21.	528, 070	6. 00	3, 168. 42	1, 488. 25	1, 320. 17	611. 76	708. 41
Joseph Dugall	Oct. 27, 1887	E. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 24	895, 360	6. 00	2, 372. 16	1, 186. 08	1, 186. 08	20. 45	1, 165. 63
Sam Essebon	Sept. 22, 1887	S. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 25	64, 580	5. 00	322. 90	226. 03	96. 87	27. 62	69. 25
Kitohi-min-di-mole	Oct. 20, 1887	Lots 1 and 2 Sec. 27	7, 820	5. 25	41. 05	25. 41	15. 64	-----	15. 64
Ne-sho-te, heir of Git-chi-e-kwe, deceased.	Oct. 18, 1887	Lot 3, NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 27	309, 180	6. 00	1, 855. 08	1, 082. 13	772. 95	293. 72	479. 23
Om-bwa-na-quad-o-quay	Oct. 27, 1887	Lot 4, SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 27	92, 830	6. 00	556. 98	324. 90	232. 08	127. 82	104. 26
Shi-shi-bi-di-mi-gan	Nov. 7, 1887	N. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 29	93, 610	6. 00	561. 66	351. 04	210. 62	-----	210. 62
Na-kina	Oct. 24, 1887	S. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 29	38, 520	6. 00	231. 12	144. 45	86. 67	-----	86. 67
Be-mo-si-gi-jik, jr	Nov. 15, 1887	E. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 29	46, 570	5. 00	232. 85	163. 00	69. 85	-----	69. 85
Ge-kek, jr	Nov. 26, 1887	W. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 29	114, 900	5. 00	574. 50	402. 15	172. 35	-----	172. 35
Wa-ban-an-an-go-kwe	Nov. 4, 1887	N. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 30	101, 970	5. 75	586. 33	356. 90	229. 43	-----	229. 43

Omo-daines	Oct. 24, 1887	SW. $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 30; NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 31.	239, 300	6. 00	1, 435. 80	777. 72	658. 08	388. 71	319. 37
Ne-sho-te et al., heirs of Min-anakwad, deceased.	Nov. 10, 1887	NW. $\frac{1}{2}$ NE. $\frac{1}{2}$; NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 31	174, 930	6. 00	1, 049. 58	524. 79	524. 79	163. 81	380. 98
Go-gi-jig-sang	Oct. 18, 1887	SW $\frac{1}{2}$ NE. $\frac{1}{2}$; NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 32	203, 740	5. 50	1, 120. 57	713. 09	407. 48	308. 95	98. 53
I kwe-sens Ma-nens	Oct. 14, 1887	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$; NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 32	238, 000	5. 50	1, 309. 00	833. 00	476. 00	342. 37	133. 63
Bi-jig-go-bl-nens	Oct. 7, 1887	N. $\frac{1}{2}$ NW. $\frac{1}{2}$; Sec. 32, T. 39, R. 8	43, 260	5. 00	216. 30	151. 41	64. 89	.....	64. 89
Andeg, sr.	Jan. 9, 1888	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 32	48, 980	5. 00	244. 89	159. 18	85. 71	83. 02	2. 69
Alex. Sand	Sept. 28, 1887	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 33	139, 590	2. 75	787. 74	383. 87	383. 87	.....	383. 87
Augustine Corbine	Nov. 26, 1887	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 33	493, 180	5. 75	5, 671. 56	2, 835. 78	2, 835. 78	39. 88	2, 795. 90
Antoine Des-ne-jes	Nov. 26, 1887	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 33	51, 240	5. 25	269. 01	166. 53	102. 48	81. 79	20. 69
Git-chi-i-kwa, sr.	Oct. 28, 1887	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 33	428, 250	6. 00	2, 569. 50	1, 284. 75	1, 284. 75	150. 00	1, 134. 75
Omaah-kaw	Nov. 8, 1887	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 34	15, 050	5. 00	75. 25	45. 15	30. 10	.....	30. 10
Bi-tow-i-com-i-go-kwe	Nov. 23, 1887	SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 36	285, 230	5. 75	1, 640. 07	926. 99	713. 08	562. 39	150. 69
Bi-tow-i-com-i-go-kwe .....	..... do	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 7, T. 40, R. 8	176, 300	5. 75	997. 39	563. 74	433. 65	147. 76	285. 89
Opwa-gen-kwe-sens	Oct. 18, 1887	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 13	72, 240	5. 50	415. 38	252. 84	162. 54	42. 70	119. 84
Um-bwa-gi-jig, heir of Osa-wi-bi-nin-se-kwe, deceased.	Oct. 27, 1887	Lot 3, NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 17	111, 720	5. 50	614. 46	391. 02	223. 44	190. 00	33. 44
Ge-bit-we-we	Nov. 11, 1887	SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 22	17, 970	5. 00	89. 85	58. 40	31. 45	.....	31. 45
Jane Butcher	Nov. 23, 1887	NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 25, NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 26	147, 450	6. 00	884. 70	442. 35	442. 35	141. 59	300. 76
Min-de-mois, heir of Pe-mo-se-gi-jig, deceased.	Sept. 20, 1887	Lot 5, Sec. 6, T. 38, R. 8; lot 8, Sec. 1, T. 38, R. 9	189, 820	6. 00	1, 138. 92	664. 37	474. 55	200. 00	274. 55
Bedwe et al., heirs of Ina-sa-mi, jr., deceased.	Nov. 15, 1887	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 12	57, 830	5. 75	332. 52	216. 86	115. 66	.....	115. 66
Ne-ta-wi-ga-bow	Oct. 18, 1887	SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 12	54, 100	5. 50	297. 55	189. 35	108. 20	94. 79	13. 41
Maggie Gould	Oct. 20, 1887	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 25, T. 39, R. 9	400, 630	6. 50	2, 604. 09	1, 201. 89	1, 402. 20	1, 206. 67	195. 53
Be-mi-gi-jig	Nov. 15, 1887	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 12, T. 39, R. 8	332, 800	5. 25	1, 744. 57	498. 45	1, 246. 12	149. 75	1, 096. 37
Bazil-Davis .....	.....	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 32	74, 840	6. 00	449. 04	262. 44	186. 60	50. 00	136. 60
Mis-ko-gi-je-go-kwe .....	.....	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 29	14, 420	6. 00	86. 52	50. 47	36. 05	2. 80	33. 25
Odish-kans .....	.....	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 31	90, 920	6. 00	545. 52	295. 49	250. 03	187. 45	112. 58
Bi-mo-st-gi-jig, sr. ....	.....	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 33	43, 280	5. 25	227. 22	151. 48	75. 74	7. 38	68. 36
Heirs of Pen-que-ne-osh .....	.....	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 34	1, 135, 710	6. 50	7, 382. 12	3, 691. 05	3, 691. 07	1, 624. 19	2, 066. 88
Mary Deman .....	.....	.....	63, 770	6. 00	382. 62	223. 20	159. 42	56. 57	102. 85
Gi-wi-ta-bi-nens .....	.....	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 12, T. 38, R. 9	139, 190	4. 50	626. 35	487. 16	139. 19	43. 53	95. 66
O-gi-di-bi-kwe .....	.....	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 12	22, 600	5. 75	129. 95	84. 75	45. 20	25. 29	19. 91
Ke-we-osh-i-kwe Martin .....	.....	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 24, T. 40, R. 8	72, 820	5. 75	418. 71	236. 66	182. 05	54. 02	128. 03
Ane-ve-say .....	.....	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 17, T. 39, R. 7	3, 910	5. 50	21. 50	18. 68	7. 82	.....	7. 82
Ain-ji-ga-bow .....	.....	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 7, SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 8, T. 39, R. 8	26, 090	4. 50	117. 40	84. 79	32. 61	.....	32. 61
Ki-wi-ti-osh .....	(*)	.....	87, 050	4. 75	413. 48	282. 91	130. 57	60. 28	70. 29
Alex. Corbine .....	.....	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 32	11, 820	5. 00	59. 10	41. 37	17. 73	.....	17. 73
Bi-ji-gwi-sins .....	.....	.....	48, 070	6. 00	288. 42	144. 21	144. 21	.....	144. 21
Omaah-kow-sand .....	.....	Lot 3, Sec. 5, lot 8, Sec. 6, T. 38, R. 8	136, 540	5. 50	750. 97	477. 89	273. 08	78. 54	194. 54
Obi-ji-gi-jig .....	.....	.....	108, 400	5. 50	596. 20	379. 40	216. 80	95. 70	121. 10
Obi-ji-gi-jig .....	.....	.....	58, 120	5. 00	290. 60	203. 42	87. 18	15. 00	72. 18
Mi-shi-ke .....	.....	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 22, T. 40, R. 8	149, 310	5. 00	746. 55	447. 93	298. 62	190. 67	107. 95
Ma-ji-osh .....	.....	.....	3, 890	5. 00	19. 45	11. 67	7. 78	.....	7. 78
Oga-be-ka-mig .....	.....	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 31, T. 39, R. 8	68, 140	5. 00	340. 70	204. 42	136. 28	100. 00	36. 28

* No contracts filed in agency office.

Pine cut on Lac Court Oreilles Reservation—Continued.

Name.	Date.	Description.	Number of feet.	Per M.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
<i>Valley Lumber Company—Continued.</i>									
Mi-ti-go-mung.....		N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 32.....	31,340	\$6.00	\$188.04	\$94.02	\$94.02	.....	\$94.02
Michael Burnside.....	(*)	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 31.....	23,410	5.00	117.05	70.23	46.82	.....	46.82
Wez-he-gan.....		S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 31.....	18,910	5.50	104.00	66.18	37.82	.....	37.82
Na-na-an-go-bins.....		N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 31.....	6,980	5.50	38.39	24.43	13.96	.....	13.96
Total.....			12,252,190	.....	73,850.27	40,650.09	33,200.18	\$14 189.45	19,010.73
<i>England, Thomas, and Clark.</i>									
Bam-pioo.....	Oct. 25, 1887	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 18; NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 19, T. 40, R. 6.....		6.00					
Mino-gi-jig.....	Nov. 8, 1887	Lot 3 Sec. 28.....	86,170	5.50	473.93	301.59	172.34	.....	172.34
Charley De-nasho.....	Oct. 21, 1887	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 33.....	930,730	5.75	5,351.69	3,257.55	2,094.14	1,874.09	220.05
Ni-ga-ni-gi-gi-go-kwe.....	Nov. 23, 1887	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 33.....	626,480	5.50	3,445.64	2,192.68	1,252.96	1,114.50	138.46
Sennis La Rush.....	Nov. 9, 1887	NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 11, T. 39, R. 7.....	294,770	6.50	1,915.35	1,031.34	884.01	499.43	384.58
Na-ba-og and Kwe-kosh, heirs of Ge-we-taw-zhig, deceased.....	Oct. 3, 1887	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 13.....		6.00					
Awan-se-kway.....	Oct. 31, 1887	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 13.....	83,320	6.00	499.92	374.04	124.98	.....	124.98
Nin-ge-wensio et al., heirs of Manedo-gwi-wi-zins, deceased.....	Nov. 10, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 20.....	519,120	5.50	2,855.16	2,206.26	648.90	287.35	361.55
Oga-ba-ge-jig et al., heirs of Bi-da-sino-kwe 2d, deceased.....	do	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 20.....	649,000	5.75	3,731.75	2,433.75	1,298.00	1,094.05	203.95
Oga-ba-ge-jig et al., heirs of Bi-ji-kins 2d, deceased.....	do	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 20.....	551,410	5.75	3,170.60	2,067.78	1,102.82	1,000.00	102.82
Maggie La Rush.....	Oct. 27, 1887	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 20; NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 29.....	1,047,580	6.50	6,809.26	3,666.52	3,142.74	46.66	3,096.08
Mitte-go-mish Angi-ga-bow.....	Oct. 3, 1887	NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 30.....	425,410	6.00	2,552.46	1,488.93	1,063.53	920.98	142.55
Harriet Duprey.....	Nov. 4, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 8, T. 38, R. 8.....	640,860	6.75	4,325.81	2,403.22	1,922.59	1,540.26	375.33
Louis Beauregard.....	Oct. 22, 1887	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 1; SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 2, T. 39, R. 8.....	493,030	6.00	3,327.95	1,972.12	1,355.83	652.34	703.49
Na-sa-wa-gi-sis.....	Oct. 15, 1887	SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 9.....	510,500	6.00	3,063.00	1,786.75	1,276.25	905.73	370.52
Maw-sa-na-kwat.....	Oct. 23, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 9.....	183,450	5.75	1,068.58	589.57	379.01	204.77	174.24
Charley Ka-gi-di-a-kwe.....	Nov. 1, 1887	NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 13.....	365,650	6.00	2,193.90	1,243.21	950.69	440.68	510.01
Frank Beauregard.....	Oct. 14, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 22.....	618,490	6.25	3,865.56	2,164.76	1,700.80	626.76	1,074.04
Nu-bi-na-cum-i-go-kwe.....	Oct. 12, 1887	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 23.....	272,470	6.00	1,634.82	1,021.76	613.06	191.06	422.00
Sophia La Rush.....	Nov. 3, 1887	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 35; SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 36.....	560,330	6.0	3,361.98	1,680.99	1,680.99	591.83	1,089.16
Na-mense.....	Oct. 10, 1887	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 2, T. 40, R. 8.....	741,020	5.25	3,890.35	2,964.08	926.27	235.74	690.53
Mis-ko-a-gi-jig.....	Oct. 4, 1887	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 2.....	512,050	5.25	2,688.26	2,048.20	640.06	199.62	440.44
Zhen-o-wa.....	Oct. 10, 1887	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 3.....	808,860	5.75	4,650.94	3,356.77	1,294.17	1,045.73	248.44
Be-bwe-ni.....	Oct. 1, 1887	Lots 1 and 2, Sec. 6.....	289,150	5.75	1,665.61	1,156.60	509.01	51.65	457.36
Aki-wens api-com.....	Oct. 27, 1887	NW. frl. $\frac{1}{2}$ Sec. 6.....	467,400	5.75	2,687.55	2,102.04	585.51	337.05	248.46
Be-si-bans.....	Oct. 3, 1887	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 6.....	247,310	5.25	1,298.37	989.24	309.13	23.49	285.64

Ota-wa.....	Oct. 1, 1887	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 6	90,370	5.25	474.19	361.48	112.71	22.19	90.52
Alex. Whitefeather.....	Oct. 3, 1887	SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 10	841,780	6.00	5,060.68	4,587.56	473.12	58.10	415.02
John Diamond.....	Oct. 5, 1887	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 12	568,940	6.00	3,413.64	1,706.82	1,706.82	363.53	1,343.29
Levi Lagoo.....	Oct. 6, 1887	NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ lot 2, Sec. 18	159,140	6.00	954.84	461.51	493.33	99.68	393.65
Mo-ni-ai-ni-ni.....	do	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 22	204,450	5.00	1,022.25	715.57	306.68	82.02	224.66
Ga-gi-ge-gi-ji-go-kwe ke-no-ghan	Oct. 4, 1887	Lots 2 and 3 Sec. 36	441,350	6.00	2,645.10	1,765.40	882.70	596.19	286.51
A-n-gi-gi-zis.....	Nov. 5, 1887	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 25, T. 39, R. 9	58,470	5.50	321.58	204.64	116.94	-----	116.94
Gish-ki-ta-wag.....	Oct. 13, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 25	73,480	5.50	403.80	259.00	146.86	39.40	107.46
Ogi-da-ka-mi-go-kwe.....	Oct. 11, 1887	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 24	125,410	5.75	721.10	438.93	282.17	30.80	251.37
Chin-gwe.....	Nov. 10, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 36	133,400	5.50	733.70	466.90	266.80	190.47	76.33
Ni-tam-i-gi-gi-do-kwe.....	Nov. 19, 1887	Lot 1, Sec. 27; lot 2, Sec. 28, T. 40, R. 6	142,190	5.75	817.59	497.67	319.92	134.90	185.02
Oma-ka-te-gog.....	Oct. 3, 1887	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 33	273,530	5.75	1,572.79	957.35	615.44	344.00	271.44
Ma-ka-te-gog.....		W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 29, T. 39, R. 7	106,410	5.50	585.25	425.64	159.61	66.46	93.15
Mi-gi-sins.....		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 2	472,150	6.00	2,832.90	1,770.56	1,062.34	933.07	129.27
Pen-wa-wis-co-no-kwe.....		SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 9; SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 10	134,440	6.25	810.25	403.32	436.93	-----	436.93
Kwe-sens Gauthier.....		SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 8; SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 9, T. 38, R. 8	101,130	5.00	505.65	278.11	227.54	206.98	20.56
Louis Hall.....		W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 17, T. 39, R. 8	204,640	5.00	1,023.20	614.02	409.18	43.07	366.11
Wa-sid-ji-wan-o-kwe.....		S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 20	95,020	5.25	498.85	380.08	118.77	103.55	15.22
Ina-sa-mi.....		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 20	71,340	5.25	374.53	285.36	89.17	16.36	72.81
Alexis Ozho-gay.....		N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 17	101,140	5.25	530.99	404.56	126.42	-----	126.42
Wa-bish-ki-bi-nens.....		E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 17	107,220	6.00	643.32	321.66	321.66	305.77	15.89
Borden, 1st.....		S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 17	241,740	6.00	1,450.44	725.22	725.22	564.04	161.18
Margaret DeMarris.....		N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 17	306,790	5.25	1,610.64	920.37	690.27	483.48	206.79
Dash Surveyor.....		NW. $\frac{1}{4}$ SE. $\frac{1}{4}$; NE. $\frac{1}{4}$ SW. $\frac{1}{4}$; Sec. 35	542,430	6.00	3,254.58	1,627.29	1,627.29	1,327.26	300.03
Ogi-ma-wi-gi-ji-go-kwe.....		NW. $\frac{1}{4}$ SE. $\frac{1}{4}$; Sec. 9; NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 8	81,780	5.00	408.90	204.45	204.45	199.95	4.50
Alex. Ketch Aki-win-zie.....		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 5	19,350	5.25	103.06	58.89	44.17	-----	44.17
Mis-kwa-dis.....		S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 11	64,620	5.25	339.25	193.86	145.39	11.84	133.55
John Kwe-gan.....		S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 11	263,310	5.00	1,316.55	921.59	394.96	278.15	116.81
Mary Corbine.....		Lot 21 NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 17, T. 40, R. 8	157,580	5.00	787.90	472.74	315.16	197.68	117.48
Sophia V. Legoo.....		S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 25	919,850	5.00	4,599.45	2,209.72	2,209.73	1,740.49	559.24
Ogi-mans.....		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 13	122,770	5.00	613.85	460.39	153.46	61.31	92.15
Ga-wish-ki-bos.....		SE. $\frac{1}{4}$ NW. $\frac{1}{4}$; NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 10	110,220	5.00	551.10	275.55	275.55	-----	275.55
Ni-baw.....		Lot 1, Sec. 21; lot 3, Sec. 25	75,970	5.00	379.85	246.91	132.94	64.17	68.77
Ed. Dingley.....		Lot 3, Sec. 29	22,430	6.00	134.58	89.72	44.86	-----	44.86
John La Rush.....		S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 32, T. 39, R. 7	181,530	5.00	907.65	499.21	408.44	-----	408.44
Angeline King.....		SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 25, T. 40, R. 8	110,150	5.00	550.75	225.37	325.38	-----	325.38
Om-bwa-gi-jig.....		W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 24, T. 39, R. 9	37,710	5.60	188.55	131.99	56.56	-----	56.56
Ni-ke-wen-zie.....		E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 24	23,580	6.00	141.48	94.32	47.16	-----	47.16
Mush-ki-gwa-tie.....		W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 25	195,570	6.00	1,173.42	783.28	391.14	300.00	91.14
Wa-zhnsk-ga-gwa-tosh.....		NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 24	88,190	5.00	440.95	220.47	220.48	200.00	20.48
Anna Couture.....		NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 25	159,050	5.00	795.25	397.62	397.63	397.63	-----
George Fleming.....		SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 25	98,270	5.00	491.35	245.07	245.68	137.26	103.42
J. D. Gurnoe.....			189,830	6.00	1,138.98	569.47	569.51	265.00	304.51
Charles Smith.....			196,140	6.75	1,323.94	931.66	392.28	-----	392.28
Baptiste.....			23,050	6.75	155.58	109.48	46.10	-----	46.10
Mrs. J. D. Gurnoe.....			35,610	6.00	213.66	106.83	106.83	106.83	-----
Total.....			20,683,310		119,479.40	74,615.86	44,863.54	24,187.78	20,675.76

* No contracts filed in agency office.

Pine cut on Lac Court Oreille Reservation—Continued.

Name.	Date.	Description.	Number of feet.	Per M.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
<i>D. F. Carroll, contractor.</i>									
Oque-gan, 5th	(*)	Lot 8, NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 31, T. 40, R. 6.	106,490	\$6.00	\$638.94	\$425.96	\$212.98	\$212.98	.....
Frank Thayer		SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 9	228,730	6.00	1,372.38	686.19	686.19	686.19	.....
Gab-ba-way		Lot 2, SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 1, T. 39, R. 7	87,950	5.00	189.75	113.85	75.90	75.90	.....
Wi-mi-gi-si-kwe		W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 1	69,720	5.00	348.60	209.16	139.44	139.44	.....
Ni-go-bi-min-se-kwe		W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 1	103,210	5.00	516.05	309.63	206.42	206.42	.....
Charley Schultz		S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 2, T. 39, R. 8	287,580	6.00	1,725.48	862.74	862.74	862.74	.....
Oqua-gen, 5th		S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 12, T. 39, R. 7	107,740	5.00	538.70	323.22	215.48	215.48	.....
Mary Thayer		NW. $\frac{1}{2}$ SW. $\frac{1}{2}$; SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 33, T. 40, R. 6.	422,290	6.00	2,533.74	1,266.87	1,266.87	1,266.87	.....
Minnie Thayer		NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 34, T. 40, R. 8	222,490	6.00	1,334.94	667.47	667.47	667.47	.....
Giz-bi-osh		S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 11, T. 39, R. 7	178,490	5.00	892.45	535.47	356.98	356.98	.....
Alex. Slater	Lot 8, Sec. 20, T. 40, R. 6	30,560	5.00	152.80	91.68	61.12	61.12	.....
Total			1,796,250	.....	10,243.83	5,492.24	4,751.59	4,751.59	.....
<i>Charles Bergeren, contractor.</i>									
Rosa Lemoine		Lot 1, NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 22, T. 40, R. 8	540,090	6.00	3,240.54	1,620.27	1,620.27	1,620.27	.....
Ne-ga-na-si-no-kwe		E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 15, T. 39, R. 8	287,270	6.00	1,723.62	861.81	861.81	861.81	.....
Boni Gauthier		W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 15, T. 39, R. 8	364,580	6.00	2,187.48	1,093.74	1,093.74	1,093.74	.....
Total			1,191,940	.....	7,151.64	3,575.82	3,575.82	3,575.82	.....

* Contracts not forwarded to Washington.

RECAPITULATION.

Dobie & Stratton	52,423,650	.....	338,455.34	206,174.70	132,280.64	111,078.30	\$21,262.34
Valley Lumber Company	12,252,190	.....	73,850.27	40,650.09	33,200.18	14,189.45	19,010.73
England, Thomas & Clark	20,683,310	.....	119,479.40	74,615.86	44,863.54	24,187.78	20,675.70
D. F. Carroll	1,796,250	.....	10,243.83	5,492.24	4,751.59	4,751.59	.....
Charles Bergeren	1,191,940	.....	7,151.64	3,575.82	3,575.82	3,575.82	.....
Total	88,347,340	.....	549,180.48	330,508.71	218,671.77	157,782.94	60,888.83

Pine cut on Fond du Lac Reservation

<i>Patrick Hynes, contractor.</i>									
Louis Petite (none cut)	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 4, T. 48, R. 17			5.00					
Joe Naganal	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 9; SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 10, T. 49, R. 17.	890,520	5.00	4,452.60	2,671.56	1,781.04	1,347.26	433.78	
Joe Smith (none cut)	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 16								
Joseph Lavage	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 16	261,390	5.00	1,306.95	784.17	522.78	469.21	53.57	
Sophia Ne-way-go (none cut)	NE. $\frac{1}{2}$ Sec. 17								
Ni-gan-i-kwe (none cut)	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 21								
Joe Pappio	NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 21; NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 22	367,560		1,887.80	1,102.68	735.12	382.50	352.62	
Adelaide Clark (none cut)	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 22								
Joseph Coburn	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 27	311,890		1,556.45	935.67	623.78	324.62	299.16	
Shab-way-way	NW. $\frac{1}{2}$ NE. $\frac{1}{2}$; NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 28								
Joseph F. Houle, jr.	SW. $\frac{1}{2}$ NE. $\frac{1}{2}$; SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 28	596,910		2,984.55	1,790.73	1,193.82	775.29	418.53	
Ga-da-e-gan-e-kwe (none cut)	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 28								
Peter Anamossung	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$; NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 28	297,550		1,487.75	892.65	595.10	116.34	478.76	
Frank Leverage (none cut)	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 28; NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 33								
Maggie Skye (none cut)	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 30								
Bid-we-we-gi-jig (none cut)	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 30								
Annie Winters (none cut)	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 33								
Charles Cadotte, sr	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$; NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 16, T. 50, R. 17.	842,440		1,712.20	856.10	856.10	821.43	34.67	
Lizzie Na-ga-nab	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 17; NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 20.	225,310		1,126.55	675.93	450.62	248.97	201.65	
Lonise Na-ga-nab	SW. $\frac{1}{2}$ NE. $\frac{1}{2}$; NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 19	492,940		2,464.70	1,478.82	985.88	887.20	98.68	
Charlotte Martin	SE. $\frac{1}{2}$ SW. $\frac{1}{2}$; SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 20	73,700		368.50	221.10	147.40	105.00	42.40	
Peter Ana-mos-sung (none cut)	NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 20; NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 21.								
Frank Cadotte	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$; Lot 4, Sec. 26	517,960		2,589.80	1,553.88	1,035.92	935.13	100.79	
M. A. Simon	Lots 7 and 8, Sec. 26	466,130		2,330.65	1,398.39	932.26	926.00	6.26	
Eugene Donaldson	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$; NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 27	144,710		723.55	434.13	289.42	80.37	209.05	
Mary Martell	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 27	269,350		1,346.75	908.05	538.70	271.50	267.20	
Maggie Sky	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27	95,770		478.85	287.31	191.54	129.00	62.54	
Therese Sexton (none cut)	NW. $\frac{1}{2}$ NE. $\frac{1}{2}$; NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 20								
Elizabeth Brown (none cut)	SW. $\frac{1}{2}$ NE. $\frac{1}{2}$; SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 29								
Ke-be-os-se, or Edward Mitchell	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 34	87,580		437.90	262.74	175.16	37.28	137.88	
Ben Lego (none cut)	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 4, T. 48, R. 18; S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 4								
Maggie Charloux (none cut)	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 6								
Kate Dubrey	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 4; NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 9, T. 49, R. 18.	154,770		773.85	464.31	309.54	62.68	246.86	
Levi Cadotte	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 9	211,140		1,055.70	633.42	422.28	169.44	252.84	
Josette De Foe	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 9	545,600		2,728.00	1,636.80	1,091.20	554.21	536.99	
John Jibway	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 9	238,460		1,192.30	715.38	476.92	288.02	188.90	
David Ruttle	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 16	1,071,500		5,357.50	3,214.50	2,143.00	1,724.75	418.25	
Edward Smith	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 16	467,330		2,336.65	1,401.90	924.66	875.00	59.66	

Pine cut on Fond du Lao Reservation—Continued.

Name.	Date.	Description.	Number of feet.	Per M.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
<i>Patrick Hynes, contractor—Continued.</i>									
Mary Legard (none cut)		E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 17, T. 49, R. 18.							
Susan Posey (none cut)		SW. $\frac{1}{2}$ SE. $\frac{1}{2}$, SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 19.							
Nancy Gurnoe		W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 20	82,330	\$5.00	\$411.65	\$246.99	\$164.66	\$75.00	\$89.66
John Wah-ba-no (none cut)		SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 20; Lot 2, Sec. 21							
Hattie Martell		SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 20; NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 29.	272,590		1,362.95	817.77	545.18	354.45	190.73
Maggie Posey (none cut)		Lot 1, Sec. 20; Lot 1, Sec. 21							
Elizabeth Gouge (none cut)		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 29							
Angelique Pettite		NE. $\frac{1}{2}$ NE. $\frac{1}{2}$, Lot 5, Sec. 30	74,700	5.00	373.80	224.28	149.52	125.00	24.52
Mary Pettite		Lots 4 and 5, Sec. 31	70,360	5.00	351.80	210.08	140.72		140.72
Charlotte Cadotte		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 31; SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 32.	415,560		2,077.80	1,246.68	831.12	131.31	699.81
Levi Lego (none cut)		S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 32							
Marcelline Couture (none cut)		SE. $\frac{1}{2}$ NE. $\frac{1}{2}$, NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 18, T. 50, R. 18.							
Ed. Rabideaux (none cut)		NE. $\frac{1}{2}$ NW. $\frac{1}{2}$, Lot 1, Sec. 18							
Mad-jish-kung (none cut)		NE. $\frac{1}{2}$ SW. $\frac{1}{2}$, Lot 3, Sec. 18							
Mary Rabideaux (none cut)		SW. $\frac{1}{2}$ SE. $\frac{1}{2}$, Lot 4, Sec. 18							
Joseph St. John		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 18; NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 19.	394,630		1,973.15	1,183.89	789.26	723.72	65.54
Mary Ruttie		W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 19	227,780		1,138.90	683.84	455.56	365.31	90.25
John Osagi (none cut)		Lots 3 and 4, Sec. 19							
Isabelle Lemelux (none cut)		S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 19							
Delma Fregeau		N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 20	799,210		3,696.05	2,217.63	1,478.42	1,365.86	112.56
Angelique Le Fave (none cut)		S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 21							
Me-kwa-mi-wi-gi-jig (none cut)		W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 28							
Mary Drew		SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 29.	730,500		3,652.50	2,191.50	1,461.00	577.85	883.15
Wa-bish-ka-be-kwe (none cut)		SE. $\frac{1}{2}$ NE. $\frac{1}{2}$, NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 29.							
Joe De Foe		SW. $\frac{1}{2}$ NE. $\frac{1}{2}$, SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 30.	517,790		2,588.95	1,553.37	1,035.58	493.28	542.30
Peter C. Morisette		SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 19.	241,770		1,208.85	725.31	483.54	476.28	7.26
Catherine Lord		NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 30	522,450		2,612.15	1,567.29	1,044.86	950.00	94.86
Delma Fregeau (none cut)		SE. $\frac{1}{2}$ SW. $\frac{1}{2}$, Lot 4, Sec. 30.	313,780		1,568.90	941.34	627.56	591.02	36.54
		Lot 8, Sec. 28; NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 33, T. 51, R. 18.							
Antoine Le Fave (none cut)		Lots 7 and 8, Sec. 30							
Julia Lemelux		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 32	82,840		414.20	248.52	165.68	101.68	64.10
Antoine Martell		N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 32	55,420		277.10	166.26	110.84		110.84
Joseph Pettite (none cut)		SW. $\frac{1}{2}$ NW. $\frac{1}{2}$, NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 12, T. 49, R. 19.							
Peter Chatlin (none cut)		SW. $\frac{1}{2}$ NW. $\frac{1}{2}$, NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 4, T. 50, R. 18.							
Joseph Fregeau (none cut)		S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 5							
Isabelle Williams (none cut)		S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 5							

Angelique Le Fave	Lot 3, Sec. 5, T. 50, R. 18; SE $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 32, T. 51, R. 18.	595,000	5.00	2,975.00	1,785.00	1,190.00	1,187.03	2.37
William Coffey	Lot 1, SE $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 6, T. 50, R. 18.	304,890		1,524.45	914.67	609.78	448.97	160.81
Susette Petite (none cut)	Lot 3, Sec. 6, T. 50, R. 18; SE $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 81, T. 51, R. 18.							
Mary E. Fregeau	S $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 7, T. 50, R. 18	472,460		2,862.30	1,417.38	944.92	715.80	229.12
Joe Smith	S $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 8	419,850		2,099.25	1,259.55	839.70	264.45	575.25
James Chadin	N $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 8	150,550		752.75	451.65	301.10	110.00	191.10
Na-ta-wa-shik	SE $\frac{1}{2}$ NW $\frac{1}{2}$ NE $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 8	323,380		1,616.90	970.14	646.76	532.05	114.71
Frank Montrey	N $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 9	109,960		549.80	329.88	219.92	176.06	43.86
Edward Smith (none cut)	S $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 9							
Frank Roussain	S $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 16	385,640		1,928.20	1,156.92	771.28	689.49	81.79
Edward Rabideaux	SW $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 17; NW $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 20.	187,600		938.00	562.80	375.20	156.65	218.55
Eliza Martell	SW $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 16	312,040		1,560.20	936.12	624.08	545.41	78.67
Mary Ann Ma-ka-di-mi-go-kwe	SW $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 17	67,160		335.80	201.48	134.32		134.32
Joseph Le Fave	SW $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 18	416,370		2,081.85	1,249.11	832.74	734.20	98.54
Joseph Coffey (none cut)	N $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 5							
Joe Pappio (none cut)	Lot 7, Sec. 6, T. 50, R. 18; SE $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 1, T. 50, R. 19.							
Sophia A. Na-ga-nab	S $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 32, T. 51, R. 18	70,490		352.45	211.47	140.98		140.98
Julius Cadotte	SE $\frac{1}{2}$ SW $\frac{1}{2}$ Lot 8, Sec. 1, T. 48, R. 19.	274,550		1,372.75	329.65	549.10	169.35	379.75
Mash-kwe-sance (none cut)	Lot 1, Sec. 1, T. 48, R. 19; Lot 7, Sec. 36, T. 49, R. 19.							
Emma Scott	Lot 5, NW $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 1, T. 48, R. 19.	296,260		1,481.30	888.78	502.52	364.82	227.70
Engene Danielson	SE $\frac{1}{2}$ SW $\frac{1}{2}$ Lot 4, Sec. 1	75,630		378.15	226.89	151.26	151.26	
Eliza Scott	NE $\frac{1}{2}$ SW $\frac{1}{2}$ Lot 7, Sec. 1	123,700		618.50	371.10	247.40	124.00	123.40
Shab-way-way	SW $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 2	402,350		2,011.75	1,207.05	804.70	725.00	79.70
Margaret Martell	E $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 1, T. 49, R. 19	188,060		940.30	564.18	376.12	340.48	35.64
John McCarty	W $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 1	448,460		2,242.30	1,345.38	896.02	358.68	538.24
Hattie Martell	E $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 1	226,470		1,132.35	679.41	452.94	187.40	265.54
Nancy Gunge	W $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 1	114,180		570.90	342.54	228.36	199.93	28.43
Margaret Martell (none cut)	Lots 9 and 10, Sec. 1							
Charles Cadotte, jr.	S $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 10	62,900		314.50	188.70	125.80		125.80
Annie Cadotte	N $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 10	101,800		506.50	303.90	202.60	104.56	96.04
Eliza Scott	S $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 10	315,880		1,576.90	946.14	630.76	460.00	180.76
Peter Lemieux	Lot 6, NE $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 12	671,040		2,868.20	1,714.92	1,143.28	1,114.92	28.36
Frank Jackson (none cut)	Lots 3 and 4, Sec. 12							
Joe Martin	N $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 13	94,120		470.60	282.96	168.24	172.50	15.74
Ba-ma-shi-kwe	NE $\frac{1}{2}$ NE $\frac{1}{2}$ Lot 1, Sec. 15	89,620		448.10	268.86	179.24	19.05	160.19
Louis La Prairie (none cut)	Lots 2 and 3, Sec. 26							
Emma Skye (none cut)	S $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 26							
Mary Dubrey	NE $\frac{1}{2}$ NE $\frac{1}{2}$ Lot 3, Sec. 36	589,310		2,946.55	1,767.93	1,178.62	934.60	244.02
Joe Coburn (none cut)	W $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 1, T. 50, R. 19							
Josephine Fregeau (none cut)	SW $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 1							
Marcelline Couture	SW $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 2	609,340		3,046.70	1,828.02	1,218.68	966.16	252.52
Frank Blair (none cut)	W $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 10, T. 50, R. 19							
Frank Duquette (none cut)	N $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 10							
Sophia Roberts (none cut)	S $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 10							
Charles Thompson (none cut)	N $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 11							
Joseph Landrie	SW $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 11	397,460		1,987.40	1,192.44	794.96	764.03	30.93
Louis McKenzie (none cut)	W $\frac{1}{2}$ NE $\frac{1}{2}$ Sec. 12							

Pine cut on Fond du Lac Reservation—Continued.

Name.	Date.	Description.	Number of feet.	Per M.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
<i>Patrick Hynes, contractor—Continued.</i>									
Sophia H. Na-ga-nab (none cut)		N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 12							
Lizzie Landrie (none cut)		S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 13							
Maggie Bungo		E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 13	205,530		\$1,027.65	\$616.59	\$411.06	\$88.42	\$22.64
Maggie Martineaux		W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 13	400,530		2,002.65	1,201.59	801.06	749.05	52.01
Josette Landrie		NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 13	18,590		92.95	55.77	37.18		37.18
Leo Lord		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 14	328,700		1,643.50	988.10	657.40	545.97	111.43
Charles Lord		N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 14	152,830		764.15	458.49	305.66	275.00	30.66
Frank DeFoe		SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 14	100,840		501.70	301.02	200.68	100.00	100.68
Isabelle Martineaux		SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 14	212,480		1,062.40	637.44	424.96	403.05	21.91
Philomen Lord		S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 14	236,140		1,180.70	708.42	472.28	441.82	30.46
Frank Lemeux		S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 14	397,270		1,986.35	1,191.81	794.54	757.62	36.92
Julia DeFauld		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 15	117,140		585.70	351.42	234.28	62.02	172.26
Elizabeth Gonge		S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 15	367,000		1,835.00	1,101.00	734.00	500.00	234.00
Wa-ba-tow (none cut)		W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 15							
Adelaide Clark		SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 22	445,460		1,781.84	1,336.38	445.46	419.35	26.11
Charles Fregean		SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 22; SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 23	302,860		1,514.30	908.58	605.72	469.65	136.09
Louis Schotlin, jr		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 23	67,040		335.00	201.12	134.08		134.08
Frank La Duc (none cut)		N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 23							
Antoine Couture		S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 23	508,130		2,540.65	1,524.39	1,016.26	364.61	651.65
John Wa-mi-gwon		E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 24	204,040		1,020.20	612.12	408.08	145.00	263.08
John Wa-mi-gwon (none cut)		S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 24							
Louise Na-ga nab (none cut)		S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 24							
Josette Le Fave		E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 25	320,200		1,601.00	960.60	640.40	609.60	30.80
Susan De Foe		NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 25; NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 26	274,150		1,370.75	822.45	548.30	170.00	378.30
Cecile Michael		SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 25; SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 26	382,570		1,912.85	1,147.71	765.14	723.66	41.48
Peter Petite		W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 26	28,320		141.60	84.96	56.64		56.64
John McKenzie (none cut)		N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 26							
Josette Landrie (none cut)		SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 25, T. 51, R. 19							
Maggie McKenzie (none cut)		S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 35							
Lizzie Roussain (none cut)		E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 36							
Joe Posey		SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 9, T. 49, R. 17	302,870		1,514.35	908.61	605.74	257.20	348.54
Joseph Cadotte		SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 16; lot 3 Sec. 26, T. 50, R. 17	305,860		1,529.30	917.58	611.72	340.00	271.72
P. J. De Foe		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 18; NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 19	508,290		2,541.45	1,524.87	1,016.58	971.87	44.71
Na-na-gi-chi-ga-mi-kwe		SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 27; lot 2 Sec. 34	207,750		1,038.75	623.25	415.50	303.30	112.20
Rena Danielson		Lot 4 Sec. 27	52,930		264.65	158.78	105.86	105.86	
Joe Sharette, sr		SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 19	209,750		1,048.75	629.25	419.50	247.07	172.43
Susan Dubrey		NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 19	327,540		1,637.70	982.62	655.08	484.02	171.06

Ruttle William	NE. $\frac{1}{2}$ SE. $\frac{1}{2}$, SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 8, T. 49, R. 18	508, 600	2, 543. 00	1, 525. 80	1, 017. 20	801. 06	216. 14
Sarah Skye	SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 9	21, 570	107. 85	64. 71	43. 14	43. 14	
Annie Skye	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 9	53, 640	268. 20	160. 92	107. 28	107. 28	
Ben Cadotte	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 9, T. 50, R. 18	212, 650	1, 063. 25	637. 95	425. 50	385. 77	89. 53
Susan Church	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 7	363, 500	1, 817. 50	1, 090. 50	727. 00	597. 43	129. 57
Lizzie Church	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 7	190, 450	952. 25	571. 35	380. 90	73. 25	307. 65
Cecino De Poe	NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 16	120, 150	600. 75	300. 37	300. 38	291. 77	8. 61
Frank Drew, Jr	NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 19	283, 270	1, 416. 35	849. 81	566. 54	566. 54	
Charles E. Drew	NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 28	75, 150	375. 75	225. 45	150. 30	150. 30	
Suzette Schotlin	SE. $\frac{1}{2}$ SW. $\frac{1}{2}$, SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 5	183, 820	919. 10	551. 46	367. 64	114. 18	253. 46
Alec. Landrie	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 9	51, 380	256. 90	128. 45	128. 45	128. 91	1. 54
Virginia Na-ga-nab	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 21	402, 640	2, 013. 20	1, 207. 92	805. 28	450. 06	355. 22
Mary Quasance	NW. $\frac{1}{2}$ SW. $\frac{1}{2}$, SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 8;	450, 140	2, 250. 70	1, 350. 42	900. 28	802. 96	97. 32
Mary Blair	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 16; SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 17	364, 720	1, 823. 60	1, 094. 16	729. 44	729. 44	
Louisa Wini-bo-sho	SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ lot 2, Sec. 19	375, 900	1, 879. 50	1, 127. 70	751. 80	268. 25	483. 55
Emma Fregeau	NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 23; NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 24, T. 50, R. 19.	765, 590	3, 827. 95	2, 296. 77	1, 531. 18	1, 307. 10	224. 08
Tussie Gouge	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 14	453, 780	2, 268. 90	1, 361. 34	907. 56	853. 96	53. 60
Kag-ma-wish-ka	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 29, T. 51, R. 18	463, 510	2, 317. 55	1, 390. 53	927. 02	719. 63	207. 39
Enstache Landrie	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 13, T. 50, R. 19	286, 400	1, 432. 00	859. 20	572. 80	315. 00	257. 80
Matilda Martell	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 33, T. 51, R. 18	71, 860	359. 30	215. 58	143. 72	133. 72	10. 00
Hugh Thompson	SW. $\frac{1}{2}$ NE. $\frac{1}{2}$, NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 11, T. 50, R. 19.	95, 850	479. 25	287. 55	191. 70	182. 00	9. 70
Mary Rabideaux	SW. $\frac{1}{2}$ NE. $\frac{1}{2}$, SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 23	607, 600	3, 038. 00	1, 822. 80	1, 215. 20	941. 00	274. 20
Jacob Ruttle		677, 490	3, 387. 45	2, 032. 47	1, 354. 98	387. 63	967. 85
Henry La Prairie	Lot 4, Sec. 36, T. 49, R. 19	144, 850	724. 25	434. 55	289. 70	132. 40	157. 30
Lizzie Dubrey	Lot 5, Sec. 25, T. 49, R. 19; SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 30, T. 49, R. 18.	405, 350	2, 026. 75	1, 216. 05	810. 70	53. 75	756. 95
Julius Cadotte	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 16	62, 580	312. 90	187. 74	125. 16	125. 16	
Jennie E. Price		35, 090	175. 45	105. 27	70. 18	70. 18	
G. W. Price		32, 610	163. 05	97. 83	65. 22	65. 22	
Charles Revole	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 6, T. 48, R. 18	23, 630	118. 15	70. 89	47. 26	47. 26	
Maggie De Mar	Lot 2, Sec. 20, T. 49, R. 18	4, 710	23. 55	14. 13	9. 42	9. 42	
Joe Rabideaux	NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 23, T. 50, R. 19	55, 900	279. 50	167. 70	111. 80	111. 80	
Total		36, 497, 110	182, 039. 99	109, 234. 28	72, 805. 71	51, 067. 00	21, 738. 71
<i>Andrew Gowan, contractor.</i>							
Joseph John	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 21, T. 50, R. 18	38, 630	193. 15	96. 57	96. 58	60. 40	36. 18
E. E. Roussain	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 16	162, 320	811. 60	405. 80	405. 80	36. 60	369. 20
Josette Houle	SW. $\frac{1}{2}$ Sec. 34, T. 49, R. 17	549, 670	2, 748. 35	1, 649. 01	1, 099. 94	584. 10	515. 24
John Cadotte	SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27	327, 630	1, 638. 15	655. 26	682. 89	588. 95	393. 94
James I. Coffee	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27	257, 280	1, 286. 40	643. 20	643. 20	536. 98	106. 22
William Lyons	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$, SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 21	162, 990	814. 95	570. 47	244. 48	201. 07	43. 41
Ka-ba-ga-a-ko-kwe, or Louis Belonger	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 15	116, 310	518. 55	290. 74	290. 78	290. 78	
Ephraim Budroe	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 16	80, 090	400. 45	200. 22	200. 23	200. 23	
Osa-go-kwe	N. $\frac{1}{2}$ NE. $\frac{1}{2}$, E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 33, T. 51, R. 18.	526, 780	2, 633. 00	1, 580. 34	1, 053. 56	964. 26	89. 30
Maggie Blair	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 33, T. 51, R. 18	242, 390	1, 211. 95	605. 97	605. 98	475. 71	130. 27

Pine cut on Fond du Lac Reservation—Continued.

Name.	Date.	Description.	Number of feet.	Per M.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
<i>Andrew Gowan, contractor—Continued.</i>									
Josephine B. Fregeau.....		SE. $\frac{1}{2}$ SW. $\frac{1}{2}$, SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 1, T. 50, R. 19.	104,220	.....	\$521.10	\$260.55	\$260.55	\$260.55	.....
John Lemieux.....		SE. $\frac{1}{2}$ NE. $\frac{1}{2}$, NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 19, T. 50, R. 18.	147,500	.....	727.50	368.75	368.75	368.75	.....
Emma Glass.....		N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 21.....	92,380	.....	461.90	230.95	230.95	104.31	\$126.64
Mitchell Na-ga-nab.....		S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 7.....	207,760	.....	1,038.80	519.40	519.40	488.17	31.23
John Cobe.....		N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 24, T. 50, R. 19.....	860,070	.....	1,500.35	750.17	750.18	618.82	131.36
Peter Beaver.....		N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 18, T. 50, R. 18.....	648,390	.....	4,241.95	2,031.95	1,210.00	717.88	492.12
Susette De Foe.....		S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 20.....	874,790	.....	2,373.95	1,873.95	2,500.00	2,500.00	.....
Tussie Petite.....		W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 21.....	40,630	.....	203.15	101.58	101.57	21.00	80.57
Pi-ta-wash, or Antoine Na-ga-nab.....		E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 17.....	3,150	.....	15.75	7.87	7.88	7.88	.....
Eliza Chief, or John.....		SE. $\frac{1}{2}$ NW. $\frac{1}{2}$, NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 23.....	69,610	.....	348.20	147.10	174.10	106.00	68.10
Maggie Posey.....		Lots 7 and 8, Sec. 10, T. 49, R. 17.....	12,180	.....	60.90	30.45	30.45	30.45	.....
Total.....			4,964,800	.....	24,824.00	13,047.33	11,776.67	9,162.89	2,613.78

RECAPITULATION.

Patrick Hynes.....	36,497,110	.....	182,039.99	109,234.38	72,805.71	51,067.00	21,738.71
Andrew Gowan.....	4,964,800	.....	24,824.00	13,047.33	11,776.67	9,162.89	2,613.78
Total.....	41,461,910	.....	206,863.99	122,281.61	84,582.38	60,229.89	24,352.49

Totals of pine cut on reservations, La Pointe Agency, Wis., during season of 1887-'88.

Reservation.	No. of contracts	Number of feet.	Total.	Cost of banking.	Net gain.	Cash.	Merchandise.
Lac Court Orelles.....	311	88,347,340	\$549,180.48	\$330,508.71	\$218,671.77	\$157,782.94	\$60,888.83
Fond du Lac.....	210	41,461,910	206,863.99	122,281.61	84,582.38	60,229.89	24,352.49
Lac du Flambeau.....	88	28,901,410	152,629.05	86,156.23	66,472.82	29,396.29	37,076.53
Bad River.....	122	31,405,420	175,103.39	116,608.95	58,494.44	21,174.65	27,319.79
	731	190,206,080	1,083,776.91	655,655.90	428,221.41	278,583.77	149,637.64

WASHINGTON, D. C., *February 11, 1889.*

The committee met at 10.30 o'clock, a. m., pursuant to the call of the chairman.

Present, Hon. William E. Chandler, chairman.

Word was received from Commissioner Oberly that the copies desired by the committee have not been fully prepared, whereupon the committee adjourned subject to the call of the chairman.

THURSDAY, *February 14, 1889.*

The committee met pursuant to the call of the chairman.

Present: The chairman (Hon. William E. Chandler), Senators Platt, Cullom, and Blackburn.

TESTIMONY OF JOHN H. OBERLY—Recalled.

Hon. JOHN H. OBERLY was recalled and further examined as follows:

By the CHAIRMAN:

Q. Have you received a request from the chairman of this committee to appear before it and furnish copies of such additional decisions, orders, and correspondence, since the 18th day of December, 1888, as may be on file in your office, touching timber contracts with the Indians on the Chippewa reservations? If so, are you prepared to submit any papers to the committee?—A. I did receive such an invitation, and am now prepared to submit the correspondence asked for, and do submit it.

Q. Please indicate how it begins and ends, how many papers you produce, and their general nature.—A. Most of this general correspondence is composed of letters from Mr. Gregory, the agent at the La Pointe Agency, transmitting to the Indian Bureau amendatory contracts and new contracts for the cutting of timber upon certain of the reservations of that agency. In addition to that character of correspondence there are a number of letters and telegrams addressed by the Indian Office to the agent, seeking information concerning the cutting of timber under these contracts, and upon allotments not approved by the President, or allotments approved by the President upon which no contracts to cut had been made, and upon portions of the reservations not allotted. The correspondence also contains several communications from the Commissioner of Indian Affairs to the Secretary of the Interior, and replies by the Secretary to those communications.

Q. What paper have you in your hand, headed "Allotments on the Lac du Flambeau?"—A. It is a tabular statement of the allotments that have been made under the treaty of 1854 to Indians upon that reservation, which allotments have been approved by the President. It also contains a statement, on the margin, of certain contracts for cutting timber, made in 1887-'88, which have been renewed by the amendatory contracts of this year, with the prices per thousand feet under each contract, and also a statement of new contracts that have been made.

Q. Are you prepared to annex that statement of allotments to your testimony at this time?—A. I desire to have permission to annex such a statement concerning each of the reservations, when I shall have had time to prepare a paper for each, of the character of this.

The CHAIRMAN. You are hereby then requested to prepare those papers and submit them to the committee at your earliest convenience.

(The statement as to Lac du Flambeau is reserved by the witness.)

Q. State whether or not, according to the best of your understanding and belief, the correspondence which you have now produced contains a full statement of all transactions, by or through the Indian Office, in connection with the subject-matter of this investigation, which have taken place since you produced copies on a former occasion.—A. It does, unless there have been some papers received from the agency yesterday or to-day which they have not had time at the office to copy. If there are any such they would be simply, I presume, the inclosures of contracts. I think we got several of them yesterday, and I do not know whether they are in this correspondence that I have just submitted or not.

Q. State whether or not Mr. Gregory is still acting as Indian agent?—

A. He is.

Q. Have you made any recommendation that he should be superseded and a special agent appointed?—A. In a communication addressed to the Secretary of the Interior, dated January 26, 1889, I called his attention to a telegraphic correspondence that had taken place between myself and Agent Gregory, and in that communication made several recommendations, one of which was that the resignation of Agent Gregory should be accepted and that a special agent should be put in charge of his agency.

Q. It is within the power of the Department to do this, is it not?—A. The Department may, upon information furnished, and believed, that an agent is dishonest, incompetent, or in any other way an improper person to preside longer over an agency, direct that a special agent shall take charge of the agency and relieve such Indian agent.

Q. Is that a law, or a rule, or a custom?—A. I think it comes under the regulations. The general authority is that so many special agents shall be appointed, and the practice is to use them in that way. It is a regulation of the Department, as I understand it, and not a specific provision of law.

Q. Has this recommendation of yours been complied with by the Secretary?—A. I have no information that it has, up to this time.

Q. Does any letter from the Secretary to you state that he has decided not to relieve Gregory and put a special agent in charge?—A. Not that I remember. In answer to that communication by me to the Secretary, the Secretary addressed a communication to me, dated January 29, 1889, giving me certain instructions concerning the matters at La Pointe Agency, but he did not inform me in that communication that he would authorize the sending of a special agent to supersede Agent Gregory.

Q. As a matter of fact, Gregory still remains in the execution of the duties of his office?—A. He does.

A. In your testimony given before this committee on the 10th of January, 1889, you stated that if any cutting of timber was taking place on the reservations this winter it was without authority and in disobedience of orders to the contrary. Have you since ascertained whether, as a matter of fact, any such cutting was taking place at that time?—A. I have ascertained that cutting was in progress at that time, in disobedience of an order given by direction of the Secretary of the Interior to Agent Gregory to not permit any cutting to be done or any proceedings to commence under any renewed contracts or new contracts, until such contracts had been submitted to the office and approved by the Indian Commissioner.

Q. How did you learn that this cutting was going on which you did not know about on January 10? Does the correspondence already produced show how you learned the fact?—A. It is fully set up in my letter of January 26, 1889, to the Secretary. That letter explains how I ascertained that the cutting was going on, and all the facts in connection with it, and my action in reference thereto.

Q. State whether or not in all your proceedings as Commissioner, with reference to the cutting of timber both before January 10 and since that time, you have acted by express direction of the Secretary of the Interior, or to what extent you have acted upon your own judgment and authority.—A. In reply to that question I wish to say that from the first I have acted under the direction of the Secretary. The only action taken by me without previous consultation with him was in addressing the telegrams contained in this correspondence and in my letter of January 26, 1889, to Agent Gregory for the purpose of ascertaining whether he was complying with the orders of the Secretary concerning cutting, which orders I transmitted to him on October 22, 1888, and subsequently on several occasions. In all the orders given by the Secretary to me concerning the cutting of timber at La Pointe Agency I have fully concurred, and my relations with the Secretary on the question have been entirely harmonious.

Q. Then the committee are to understand you as saying that the policy which has been adopted with reference to cutting timber during the winter meets with your approval and is in accordance with your judgment?—A. All the action taken by the Department and by the Bureau acting under the directions of the Department in reference to the cutting of timber at La Pointe Agency has met with my approval.

Q. State whether or not all the non-action of the Department has met with your approval.—A. The only matter that has not met with my approval is the non-action of the Department in not superseding Mr. Gregory by this special agent, as recommended by me. That this action will not be taken I do not know; that it has not been taken before this time, I have reason to believe, is attributable to the fact that a nomination for Mr. Gregory's successor is pending in the Senate, and it was hoped that the nomination might be confirmed, and thus the Secretary be relieved of the necessity of doing that.

Q. Mr. William Rusler, who has been nominated for the place, is in what position now?—A. He is farmer at one of the reservations; which one I have forgotten.

Q. Is he still in office under Mr. Gregory?—A. I understand him to be so.

Q. And the transactions in which he has been engaged as farmer are a part of those which have been under investigation by this committee, are they not?—A. They are.

Q. State whether or not the authority which you have given to continue cutting authorizes cutting upon any of the seven hundred and thirty-one contracts under which cutting took place during the winter of 1887-'88?—A. It authorizes the resumption of cutting and hauling under contracts made for the completion of contracts of the season of 1887-'88 that were interrupted by the order of the Indian Office, dated March 13, 1888; also the resumption of cutting and hauling under all new contracts made for the present season; but this was accompanied with instructions that such authorization was limited to the fulfillment of such contracts only as had been made in accordance with the blank forms of contracts furnished to the agent and with the instructions that had theretofore been given to him upon that subject,

Q. In what letter is this authority contained, from which you are now quoting?—A. In my telegram to Mr. Gregory of January 29, 1889. The authority was further limited so that no cutting or hauling could be done on any allotments that had not been approved by the President. In this authority the agent was informed that the order to stop cutting upon any other lands or by any other person upon any lands without authority of such contracts must be rigorously enforced by him. He was, however, informed that if logs in any considerable quantity had been cut upon unallotted lands, or upon allotted lands the allotment of which had not been approved by the President, or upon approved allotments without authority under contracts, he might allow such logs to be hauled to streams for driving in the spring, care being taken to have them marked respectively by a different mark, so that their identity might be determined and preserved. He was also instructed that he should take care not to permit such logs to pass into the possession of any person until it should be determined whether they belonged to the Government. That order was given in accordance with instructions of the Secretary contained in the communication before referred to.

Q. And the decision there made was in accordance with your judgment?—A. In accordance with my judgment.

Q. And the only difference between you and the Secretary was that you thought that while that was being done it should be supervised by a special agent instead of by Mr. Gregory?—A. That was my judgment.

Q. You may state whether or not the intention was to allow cutting to take place under contracts or renewals of contracts, neither of which (the contracts or renewals) had been first approved by the Commissioner of Indian Affairs?—A. In my letter addressed to the Secretary on the 26th of January, 1889, I called his attention—

to the many hardships and probable financial ruin, that may be entailed upon those parties who have been cutting under the impression that they had the right to cut under Agent Gregory's authority to cut.

And I said to the Secretary that while I had—

considered it my duty to strictly comply with your many repeated orders to not permit or authorize cutting to be done—to not permit any cutting except under approved contracts—I nevertheless believe that it would be manifestly unjust to carry this order to its logical effect, and not permit men, who have cut timber upon approved allotments under contracts that only lack the formality of approval by me, to lose the timber thus cut and the payments that have been made in good faith upon such contracts. I therefore suggest that I be authorized to ascertain the contractors that have been cutting timber under these circumstances, and to relieve them of the effect of Agent Gregory's failure in his duty by permitting them to continue to cut under their contracts and to remove the timber heretofore cut under such contracts.

Q. Then you understand that in pursuance of this recommendation you did authorize cutting under the seven hundred and thirty-one contracts of last winter or renewals thereof before their approval by the Commissioner of Indian Affairs?—A. I did authorize cutting under such of those contracts as had been renewed.

Q. Did you authorize cutting under such contracts as had been renewed before either the original contract or renewed contract was approved by the Indian Office?—A. I did, in accordance with this order.

Q. I want to get at your understanding as to the meaning and purpose of the order which you issued, whether you intended to authorize the cutting under such of the seven hundred and thirty-one contracts of last winter as had not been fully carried out, notwithstanding neither the original contract nor the renewal thereof had been approved by the Commissioner of Indian Affairs?—A. I did, but not as an original proposition; I did, but for the reasons that I have heretofore given.

Q. Then the Secretary of the Interior and you intended to allow the cutting this winter, in the discretion of Agent Gregory, of timber under all contracts of last winter which had been cut without the prior sanction either of the Secretary or of the Indian Office to either the original contract or the renewal thereof? That was your and his intention, was it?—A. Not as you state it. The intention was, and is so expressed, that cutting should be resumed upon all renewed contracts that simply lacked the formality of my approval; that is to say, upon all such renewed contracts as had been made, had been approved by the agent, and had been filed in the Indian Office, but had not been yet acted upon by the Indian Commissioner.

Q. That is, I understand, you authorized this before the renewals were submitted to the Indian office and approved?—A. Before they were approved by the Indian Office, but not before they were submitted.

Q. Explain how that is. Have you authorized the cutting of timber under a renewed contract before the renewed contract was received at the Indian Office?—A. No, sir.

Q. Then all the cutting that you have authorized by this last order must be only under renewed contracts actually received at the Indian Office?—A. Renewed contracts or new contracts which had been received at the Indian Office. That was the intention and purpose of the order.

Q. How many of such renewed and new contracts have been so received at the Indian Office? You may state without referring to the papers.—A. I will state generally that these papers contain information on that subject. In one of the communications of Agent Gregory there is a statement of all those contracts.

Q. State as nearly as you can recall now, without referring to the papers, how many there were. When you first appeared before the committee you said that you had received fourteen. Now you may state about how many, as nearly as you can remember, you have now received in all of renewed contracts and new contracts under which cutting is authorized.—A. I have among my papers a memorandum, and I do not like to state definitely without reference to that. I should think probably there were about five hundred; but of course I speak from recollection merely, as I intended in my testimony here to rely upon that memorandum.

Q. Then if there are, say, five hundred, it would appear that either five hundred contracts have been renewed out of the seven hundred and thirty-one as being unexecuted, or that new contracts have been made, bringing the total number up to that amount?—A. Yes, sir.

Q. All these renewed contracts and new contracts allow an Indian to sell stumpage, do they not?—A. They provide for a price which the Indian shall receive for his timber upon the bank, not less than so much; they fix a minimum price that he shall receive.

Q. That is, in effect, is it not, as you understand, a guaranty of stumpage?—A. That is a guaranty of stumpage.

Q. Has your attention been called to the question whether a contract, by an Indian to sell the timber on his land, in the form of a stumpage contract, is an alienation by the Indian not permitted by the treaty and the patents issued under the treaty?—A. My attention has been directed to that subject by my investigation of this matter.

Q. What is your opinion on that question, whether or not a Chipewa Indian, having an allotment under the treaty, with a restraint upon his power of alienation, can make a valid contract to sell his timber for so much stumpage?—A. My impression is that upon all the al-

lotments made at La Pointe Agency under the treaty of 1854, which allotments have been approved by the President, an Indian has a right to make a contract to sell his timber.

Q. Has any legal opinion been given in the Department, that you know of, on that question?—A. There have been several opinions of the Attorney-General upon this subject, and I would like to submit them as part of my testimony, bearing upon the subject.

Q. Are those written opinions?—A. Yes, sir.

The CHAIRMAN. You may do so, but where they are printed in the opinions of the Attorney-General, please simply refer to the page and volume for the opinion; any opinion given that is not printed elsewhere, please furnish a copy of.

The witness produced three opinions of the Attorney-General, dated respectively September 21, 1888, November 20, 1888, and January 26, 1889, which are as follows:

DEPARTMENT OF JUSTICE,
Washington, September 21, 1888.

SIR: Your communication of the 2d August, 1888, asking an opinion as to whether the act of Congress entitled "An act to amend section 5388 of the Revised Statutes of the United States, in relation to timber depredations," approved 4th June, 1888, applies to lands for which individual Indians have received patents under treaties between the tribes to which they belonged when the treaties were respectively made with the United States.

As the question submitted has reference to lands in Washington Territory held by Indians under patents from the United States, I shall confine myself to those lands and the law regulating the tenure thereof.

The act of Congress upon which the question submitted arises provides:

"That section 5388 of the Revised Statutes of the United States be amended so as to read as follows: 'Every person who unlawfully cuts, or aids, or is employed in unlawfully cutting, or wantonly destroys or procures to be wantonly destroyed, any timber standing upon the land of the United States which, in pursuance of law, may be reserved or purchased for military or other purposes, or upon any Indian reservation, or lands belonging to or occupied by any tribe of Indians under authority of the United States, shall pay a fine of not more than five hundred dollars or be imprisoned not more than twelve months, or both, in the discretion of the court.'"

The letter of the Acting Commissioner of Indian Affairs, which accompanied your communication, states that the timber lands in question are held in severalty by Indians under patents from the United States. These patents were issued under the treaties referred to and quoted in presenting the question submitted for my consideration.

The effect of this action under these treaties and of the act of Congress of the 8th February, 1887 (24 Stat., 390), entitled "An act to provide for the allotment of lands in severalty on the various reservations, and to extend the protection of the laws of the United States and the Territories over the Indians, and for other purposes," was, no doubt, to sunder the tribal relations of the Indian allottees and place them under the protection of State or Territorial law, as the case might be; and, where the allottee was born within the Territorial limits of the United States make him a citizen of the United States.

Of this there can be no room for controversy under the act of 8th February, 1887, to say nothing of the treaties already mentioned, with which the statute is largely concurrent. The sixth section of the act provides as follows:

"That upon the completion of said allotments and the patenting of the lands to said allottees, each and every member of the respective bands or tribes of Indians to whom allotments have been made shall have the benefit of and be subject to the laws, both civil and criminal, of the State or Territory in which they may reside; and no Territory shall pass or enforce any law denying any such Indian within its jurisdiction the equal protection of the law. And every Indian born within the territorial limits of the United States to whom allotments shall have been made under the provisions of this act, or under any law or treaty, and every Indian born within the territorial limits of the United States who has voluntarily taken up, within said limits, his residence separate and apart from any tribe of Indians therein, and has adopted the habits of civilized life, is hereby declared to be a citizen of the United States and is entitled to all the rights, privileges, and immunities of such citizens, whether said Indian has been or not, by birth or otherwise, a member of any tribe of Indians within the territorial limits of the United States, without in any manner im-

pairing or otherwise affecting the right of any such Indian to tribal or other property."

Inasmuch, then, as lands held as above, by Indian allottees, can not be called properly *Indian reservations*, a term which Congress has clearly used to indicate those tracts or bodies of land set apart from the public domain for the occupation of Indian communities at the pleasure of the United States, but without any purpose to invest the occupants with more than a right of possession, and inasmuch as the lands covered by the statute are not "lands belonging to or occupied by any tribe of Indians under authority of the United States," the cutting or destroying of timber on land which is thus held in severalty by one who is clothed with the right of citizenship and protected by and subjected to all the laws, civil and criminal, of the Territory in which the land lies, is not an offense punishable under the act of Congress of the 4th of June, 1888.

I am, yours, respectfully,

The SECRETARY OF THE INTERIOR.

G. A. JENKS,
Acting Attorney-General.

DEPARTMENT OF JUSTICE,
Washington, November 20, 1888.

SIR: By your letter of the 27th of October, 1888, you ask:

"(1) Whether the Indians occupying reservations, the title to which is in the United States, have the right, in view of the opinion of the Supreme Court of the United States in the case of *The United States vs. George Cook* (19 Wall., 591), to cut and sell, for their use and benefit, the dead-and-down timber which is found to a greater or less extent on many of the reservations, and which will go to waste if not used.

"(2) If they have such right, whether it is a common right to common property belonging to the tribe or band as a whole, occupying the respective reservations, or whether it is such a right as may be exercised by individual Indians belonging on the reservation, for their individual benefit?

"(3) If they have the right, and it is a common right only, whether the cutting and sale of such dead-and-down timber by the Indians can be regulated by the Indian Bureau, under directions of this Department, so as to secure to the tribe or band entitled to the proceeds arising therefrom the greatest possible benefits for improving their condition and promoting their civilization and self-support by the methods pursued in the work?"

In the case of the *United States vs. Cook* (19 Wall., 593) it is ruled that that right of the Indians on an Indian reservation is one of occupancy only; that that right of occupancy carries with it the right to improvement by clearing land; that the right to clear includes the right to sell or dispose of timber on the land cleared, and to use the timber on the reservation for purposes necessary for improvement or residence; that when cut or severed for sale alone, and not as an incident to the occupancy, the right and title to the timber is absolute in the United States; that "what a tenant for life may do upon lands of a remainder-man the Indians may do upon their reservation, but no more." Dead and windfallen timber, as a part of the realty, belongs to the remainder-man, and not to the tenant for life, to the same extent as growing timber does.

In the case of *Bewick vs. Whitfield* (3 P. Williams's Chancery Repts., 268), in discussing this question it is ruled, first, that—

"The timber while standing is part of the inheritance, but whenever it is severed, either by the act of God, as by tempest, or by a trespasser, and by wrong, it belongs to him who has the first estate of inheritance, whether in fee or in tail, who may bring trover for it, and this was so decreed upon occasion of the great windfall of timber on the Cavendish estate."

Secondly. "As to the tenant for life, he ought not to have any share of the money arising by the sale of this timber."

The principle thus announced is recognized in *Lewis Bowles's case* (11 Coke, 81), and in the case of *Shult vs. Barker* (12 Sergeant & Rawle, 272).

Therefore the dead-and-fallen timber that is not needed or used for improvements, agricultural purposes, or fuel by the Indians is the property of the United States. It is to be preserved and protected as such, and disposed of only as Congress, by law, may provide. This rule will doubtless best preserve the timber on Indian reservations, and avoid much destruction by fires, which would occur as the timber became scarce and valuable, whenever its death might become a source of gain. Your first question is, therefore, answered in the negative, which renders a reply to the remaining inquiries unnecessary.

Very respectfully,

A. H. GARLAND,
Attorney-General.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF JUSTICE,
Washington, January 26, 1889.

SIR: By your letter of the 21st of January, 1889, you ask:

"1. Whether an allottee under the act of February 8, 1887 (24 Stats., 388), possesses the right to cut and sell merchantable timber, whether pine or hard wood, standing upon the lands allotted to him, and held under the trust patent by which the title is reserved for twenty-five years or longer to the United States.

"2. If such allottees possess the right of sale to any extent, is the Department authorized to exert any control over the disposition of the property, except when the land still remains within an Indian reservation within its jurisdiction under the statute?"

The Indians, when organized as tribes under the former policy of the Government, have been treated as domestic dependent nations under the guardianship of the United States. That their condition would be made better if, instead of their separate national organization, with the nomadic and improvident habits incident to it, they were severally qualified, as speedily as possible, for self-reliant citizenship in the several States and Territories, and endowed with political rights, is shown to be the conclusion reached by Congress, which inspired the passage of the act to which you refer. The act is intended to change the wandering, improvident, and semi-civilized hunter to the domestic, industrious, and enlightened citizen. The first step adopted to promote this end is to give to each Indian a home, with a sense of ownership. The act contemplates that these homes shall, in the first instance, be agricultural.

The first industries are to be farming and grazing, as shown by the first section of the act, for the land to be allotted is to be such as is "advantageous for agricultural and grazing purposes." In this contemplated new mode of life the guardianship which heretofore has been exercised over the tribe is to be transferred to the individual allottees provided for in the act. The separate manhood of each Indian is to be recognized, but still subject for a time to the care and supervision of the Government as trustee or guardian. The real estate falling to each allottee is not intended to be used during the period of the guardianship for speculative purposes, but is so conditioned that in their period of wardship and tutelage the Indians shall not be subject to the danger of entering into an unequal competition with the whites in the field of traffic and general business outside of agriculture and grazing. The 5th section of the act provides for two different patents to be given to each allottee for the same land. The first is to be

"Of the legal effect and declare that the United States does and will hold the land thus allotted for the period of twenty-five years in trust for the sole use and benefit of the Indian to whom such allotment shall have been made, or, in case of his decease, of his heirs, according to the laws of the State or Territory where such patent is located."

The second is

"That after the expiration of said period the United States will convey the same by patent to said Indian or his heirs as aforesaid in fee, discharged of said trust and free of all charge or encumbrance whatsoever."

Prior to the issuing of the second patent the United States is to act as trustee of the lands. This relation as to the lands is substituted for the guardianship heretofore exercised over the tribe. For twenty-five years or longer the obligation exists to see that the intent of the law shall be faithfully carried out and no unlawful waste committed either by the *cestui qui trust* or any one else. During that period the land is intended to be used for agricultural and grazing purposes. Whatever timber may be necessarily cut or used for the promotion of these purposes the trustee should permit. To sell the timber growing on the land, or to cut it for sale for commercial purposes, except such as may be cut in clearing the land, or for improvements to be erected thereon, would be inconsistent with the obligation of the trustee to preserve and protect the trust. And the ruling in *United States vs. Cook* (19 Wall., 591) would seem to meet this question. The opinion rendered by me July 21st, 1885, to the Secretary of the Interior, on the question of leasing Indian lands for grazing purposes, in its logic reaches this proposition.

Your first inquiry is, therefore, answered, that the allottee does not possess the right to cut and sell merchantable timber, except such as may be necessary to cut in clearing the land for agricultural or grazing purposes, or to erect suitable buildings thereon.

To your second inquiry, I reply that by virtue of the legal title remaining in the Government, and the trust relation assumed by it until the second patent is granted, it is the duty of the Department to prevent the cutting of timber, except for the purposes above indicated, whether the land is or is not within an Indian reservation.

Very respectfully,

A. H. GARLAND,
Attorney-General.

The SECRETARY OF THE INTERIOR.

By Senator BLACKBURN:

Q. Is there anything in connection with the Fond du Lac Reservation that you want to state in your testimony here?—A. I wish to state that any cutting that has been done upon the Fond du Lac Reservation during the present season has been done without authority of law, without authority from the Department, and in direct violation of the orders of the Department; that cutting has been going on there; and that the orders issued by me to Gregory were particularly for the purpose of stopping that cutting; that, notwithstanding that order to Gregory, I have reasons to believe that cutting continued; but my information is now that it has been discontinued, the attention of the district attorney having been called to the matter, and the Attorney-General having given an opinion that timber cut in that way was the property of the United States, and directing proceedings to be commenced against the cutters, Hynes and others.

Q. By whom was the attention of the United States district attorney called to these trespassers?—A. I think it was by some person in the vicinity.

Q. Were legal steps taken to stop cutting?—A. My information is that legal steps have been taken to punish the trespassers. There are certain allotments upon the Fond du Lac Reservation which have been approved by the President, and under the opinion of the Attorney-General produced by me those allotments are not Indian reservations. There is no penal statute that can apply to persons who have cut timber upon those allotments, although the cutting has been done contrary to the wishes of the allottees. The only remedy that the Indian has is that the United States, as trustee, may proceed against the trespassers for damages, as I understand it. But cutting has been done by these men upon lands not allotted, and the men who have thus cut are liable to the penalties of the statute, and my understanding is that proceedings have been taken to punish them under section 5388, as amended by act of 1887, prohibiting the cutting of timber upon Indian lands.

Q. Is there anything further that you want to speak about?—A. I wish to say that if cutting has been done upon any of the reservations other than Fond du Lac, upon allotments not approved by the President, or upon the reservation—that is, that portion of the reservation which has not been allotted—all such cutting has been done contrary to law, in violation of orders, without legal authority from any person, so far as my information goes, and the persons who have done such cutting are liable to penalties under the statute. For the purpose of ascertaining whether illegal cutting has been done, and of determining whether all the timber has been cut upon the reservation and not upon allotments, and other facts connected with the subject, and for the purpose of determining whether the price fixed by these contracts are proper prices, so that the Indians will get full value, an inspector will be sent to the reservation, with a clerk from the office of the Commissioner of Indian Affairs, who is entirely familiar with all these matters.

I make this statement for the reason that I have not yet approved these contracts, and I have been unwilling to approve them, because I have no knowledge that justifies me in concluding that the prices fixed in the contracts are sufficient, my belief being that the only functions I have to perform in approving the contracts that have been made in accordance with these blank forms is to determine, first, whether the price is sufficient, and whether the bond is good.

By the CHAIRMAN:

Q. Nevertheless, while you are unwilling to approve the contracts, you have authorized the cutting to go on under that?—A. I did, with my approval—not as an original proposition; because I would not have permitted it at all originally. But since it did go on under the authority and under the eye of an official of the United States, and innocent parties did work under such presumed authority, I was unwilling that any citizen should lose money if the interests of the Government could be protected by proper regulations, and the Indian could get his money; and that is the policy upon which I have acted.

Q. Therefore it was entirely in accordance with your judgment that, although you could not be satisfied to approve the contracts, yet you did authorize the cutting to go on, and the timber was taken under them?—A. That is true, but with this restriction, that they should go on, with the express understanding that I might change the prices if, in my judgment, they should be changed to higher prices.

Q. That being one of the conditions?—A. That being one of the conditions upon which the resumption was to take place. I attempted to protect the interests of the Indians and not ruin men who had been taken into it by what I considered the directions of the agent, given without authority and against express direction of the Department.

Q. All under the supervision of the very agent who had done all this?—A. I regret to say that that is a fact. I have no reason to believe that Mr. Gregory is a dishonest man in this, but I say that I believe that he has not been obedient to the orders of the Department, and has brought about this condition of affairs which has been injurious to citizens and injurious to the Department.

Q. State whether or not the authority given to Gregory expressly excluded the Fond du Lac Reservation when you authorized cutting?—A. It did not; for the reason that there was not on file in the Indian Office any renewal of a contract there or any new contract for cutting on the Fond du Lac Reservation.

Q. Therefore it excluded it by inference?—A. It excluded it in fact, because resumption was directed "upon any contracts on file," and there were none from Fond du Lac on file.

By Senator BLACKBURN:

Q. From all the information that has come to you since you have been the Commissioner of Indian Affairs, what was the effect upon the Indian and upon the contractors, of that order issued by the Department in March, 1888, stopping the cutting of timber upon these reservations?—A. I understand that since 1882 it has been the custom of the office to make these contracts in the way they have been made, and immediately upon verbal authority given by the agent the work commenced. It is true that one of the provisions of the contract is that the contract is not a contract until it has been approved. But it went on in that way. The stopping of cutting in 1887-'88 injured, financially of course, as I understand it, a great many contractors who had proceeded under their contracts which lacked the formality of approval here.

Q. What was the effect upon the Indian of the stopping of the cutting? Was it to the interest of the Indian that the cutting should stop, or not?—A. I think it was to his injury to stop it, under the circumstances.

Q. Then did any good result to anybody by the issue of that order by the Secretary of the Interior which stopped the cutting upon these reservations?—A. I do not think that any good did result to anybody.

By the CHAIRMAN :

Q. As you recall the facts, cutting was done in 1887-'88 and prior to the 12th of March, under the seven hundred and thirty-one contracts?—A. Yes, sir.

Q. And it appears that under those contracts, during that winter, 190,000,000 feet of timber was cut off, does it not?—A. Yes, sir.

Q. That quantity of timber was about one-fifth of all the pine timber on all the reservation, was it not?—A. I should think so.

Q. Assuming the whole to be 1,000,000,000 feet, there had been nearly one-fifth of all the pine timber taken off that winter under contract not approved by the Indian Office, as you understand the facts?—A. Yes, sir.

Q. And yet you did not think it was time or wise to stop that cutting in March, 1888?—A. You must excuse me. I think it was time. The time had arrived, and I think that it was wise to stop it, just as I stopped it this time. But I do believe that it would have been wise and politic, as well as to the interests of the Indian and to all the parties concerned, if it had been permitted to go on under regulations that would have protected all the interests in question. As an original proposition, I would not have permitted the thing to fall into such a condition. It was bad business methods, and neglect here or there that brought about that condition. But I say, taking the condition as they found it at that time, it ought to have been stopped by that order, and then the cutting should have been permitted to go on with proper regulations so as to protect the interests of all concerned.

Q. How much longer in that season could the cutting have extended from March 12?—A. It would have extended to the time mentioned in each of the contracts.

Q. I mean how much longer, as a matter of fact, could cutting and logging have been done?—A. I wish to say that the extension would have been to the dates fixed in the contracts.

Q. I ask you as a matter of fact when this logging was to end in the spring?—A. I do not know.

Q. Do you not know that it ends usually the first week in April?—A. I do not.

Q. I want you to state so that the committee shall understand the position you take, as Commissioner of Indian Affairs, whether you think that it was wise or unwise administration on the 12th of March, 1888, to stop that cutting?—A. I think it was wise administration to stop the cutting at the date, although in doing that wise act injury was done to the Indian and to innocent parties who had presumed authority under the Government.

By Senator BLACKBURN :

Q. But you do not think that it resulted in any good to the Indian in selling the timber, to the contractor who was buying it, nor to anybody else?—A. I do not think it resulted in any good to anybody. I think it should have resulted in some good as a lesson that such business should not be done without proper authority.

The WITNESS. In addition to the testimony given by me about the number of renewed and new contracts, I wish to submit the following memoranda :

MEMORANDA.

A. A. Maxim, jr.: Bad River; 18 contracts; terminate April 15, 1888; bonds filed; lands patented.

Peter P. Ferguson: Bad River; 7 contracts; terminate April 15, and June 1, 1888; bonds filed; lands patented.

- Edward Haskins: Bad River; 23 contracts; terminate June 1, 1888; 10 lands patented; 13 allotments approved; no bond; 14 renewals presented to Indian Office.
- Ed. Brown: Bad River; 13 contracts; terminate June 1, 1888; 5 lands patented; 8 allotments approved; no bond; 8 renewals presented to Indian Office.
- John B. Denomie: Bad River; 17 contracts; terminate June 1, 1888; 14 lands patented; 3 allotments approved; bonds filed; 6 renewals presented to Indian Office.
- Valley Lumber Company: Lac Court Oreilles Reserve; 55 contracts; terminate April 15, 1888; 11 allotments not approved; 44 lands patented; no bond.
- Dobie & Stratton: Lac Court Oreilles; 103 contract; terminate April 20, 1888; 50 lands patented; 53 allotments not approved; no bond.
- England, Thomas & Clark: Lac Court Oreilles; 37 contracts; terminate April 20, 1888; 24 lands patented; 13 allotments not approved; no bond.
- Patrick Hynes: Fond du Lac Reserve; 151 contracts; terminate May 1, 1888; 8 lands patented; 23 allotments approved; 120 allotments not approved; no bond.
- Charles H. Henry: Lac du Flambeau; 31 contracts; terminate June 10, 1888; bonds executed March 1, 1888; all but three of the allotments approved, but no patents have been issued; 16 renewals presented to Indian Office.
- A. M. Sherman: Lac du Flambeau; 42 contracts provide "that the remainder of the purchase-money shall be paid June 1, 1888, or when the logs shall be considered delivered to the party of the second part, and this contract shall terminate;" all allotted and allotments approved; no patents; no bonds filed; 35 renewals presented to Indian Office.
- Joseph Allen: Lac du Flambeau; 12 contracts—same as above. 11 allotments approved; no patents; no bond; 10 renewals presented to Indian Office.

Contracts filed before July 1, 1888.....	509
Contracts filed since July 1, 1888.....	44
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Total contracts on file.....	553
Total renewals presented to Indian Office.....	88

Renewals are all accompanied by bonds.

I also wish to submit the following statement of contracts reported by Agent Gregory in his statement of logging operations for the season of 1887-'88, but not received by the Indian Office; also a statement of contracts by Agent Gregory of logging operations and on file in the Indian Office:

Contracts reported by Agent Gregory in his statement of logging operations for the season of 1887-'88, but not received in Indian Office.

- A. A. Maxim, jr.: 2 contracts; lands patented.
- Edward Haskins: Bad River; 9 contracts; 6 lands patented; 2 allotments approved; 1 not allotted.
- Ed. Brown: Bad River; 11 contracts; 10 lands patented; 1 allotment approved.
- John B. Denomie: Bad River; 12 contracts; lands patented.
- Edwin J. Watters: Bad River; 6 contracts; 4 lands patented; 2 allotments approved.
- McBeth & Denomie: Bad river; 3 contracts; 1 land patented; 2 allotments approved.
- E. Lathrop: Bad river; 1 contract; allotment approved.
- Valley Lumber Company: Lac Court Oreilles; 24 contracts; 19 lands patented; 5 no description given.
- Dobie & Stratton: Lac Court Oreilles; 43 contracts; 37 lands patented; 5 allotments not approved; 1 no description.
- England, Thomas & Clark: Lac Court Oreilles; 35 contracts; 18 lands patented; 12 allotments not approved; 5 no description.
- D. F. Carroll: Lac Court Oreilles; 11 contracts; 4 lands patented; 6 allotments not approved; 1 patented to another party.
- Charles Bergeron: Lac Court Oreilles; 3 contracts; 2 lands patented; 1 allotment not approved.
- Patrick Hynes: Fond du Lac; 38 contracts; 1 land patented; 9 allotments approved; 25 allotments not approved; 3 no description. Under date of October 23, 1888, Agent Gregory transmitted to this office 44 contracts, of which number 17 are included in the above 38, and 27 are not reported. Of these 44 contracts, 18 cover approved allotments, and 26 cover lands the allotment of which has not been approved. Of the 27 contracts forwarded, but not included in report of logging operations, 9 are approved allotments and 18 unapproved allotments.

Andrew Gowan: Fond du Lac; 21 contracts; 2 lands patented; 7 allotments approved; 12 allotments not approved.

John T. Cosgriff: Lac du Flambeau; 2 contracts; allotments approved.

Contracts reported by Agent Gregory in his statement of logging operations and on file in Indian Office	509
Contracts reported as above but not received in Indian Office	221
Contracts received in Indian Office from Agent Gregory but not reported in his statement.....	27
Number of contracts brought to the knowledge of Indian Office.....	757
Total contracts on file.....	553

JANUARY 17, 1889.

Upon the direction of the committee to bring certain information upon allotments approved by the President since the first Monday in December, 1887, I wish to state that three schedules of allotments have been approved by the President, and will be found on pages 469 and 470 of this testimony, the dates of approval being given. No other schedules for allotments to Chippewa Indians have been approved since that date.

Following are the papers submitted by Mr. Oberly:

UNITED STATES INDIAN SERVICE, LA POINTE AGENCY,
Ashland, Wis., December 15, 1888.

SIR: I have the honor to transmit herewith, for Department action, statement of Edward Haskins, accompanied by a list of his unfinished contracts on Bad River Reservation during the winter of 1887 and 1888.

I would respectfully request that Mr. Haskins be allowed to complete his contracts as per his statement.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

ODANAH, WIS., *December 15, 1887.*

In the matter of the sale by Indians of their pine timber on the Bad River Reservation in Wisconsin, at the La Pointe Indian agency, located at Ashland, Wis.

The undersigned, Edward Haskins, a resident of the village of Odanah, Wis., hereby states and represents, that during the past logging season, commencing in the fall of 1887 and terminating in the spring of 1888, he was a contractor engaged in purchasing timber from the Indians on the Bad River Reservation in Wisconsin, under and by virtue of several contracts made by him with said Indians respectively for the purchase of pine timber, which contracts the undersigned understands were approved by the Indian agent and by the honorable Commissioner of Indian Affairs.

That about the 19th day of March, 1888, the undersigned was notified of a telegram from the Indian Office at Washington, dated about March 13, 1888, and prohibiting the further cutting or removing of pine timber under said contracts, and therefore he ceased said business.

That at the said time the undersigned was the owner of and held various of said contracts made with various of said Indians for such pine timber, which said contracts had not been completed; a statement of said contracts is hereinafter given, showing the name of each Indian with whom the same was made, the date thereof, the description of the land mentioned in each contract, the amount of timber on each of said tracts of land which it was intended by the Indian seller and deponent should be cut and sold under each of said contracts, the amount cut on each of the same, and the amount yet to be cut on each of them to fully complete said contracts.

And the undersigned further states and represents that he was prevented from completing each and all of said contracts.

Said list is as follows, showing in the first line the name of the Indian seller, in the second line the date of each contract, in the third line the description of the lands mentioned in said contract, in the fourth the amount of timber on said land which it was intended by the Indian seller and by the deponent should be cut and sold under said contract, in the fifth the amount cut thereon, in the sixth the amount still to be cut to fully complete each contract, and in the seventh the amount of money and

supplies advanced by deponent to each such Indian under said contract and still owing by said Indian to the undersigned, viz:

Unfinished contracts of Edward Haskins.

Name.	Description.	Date of contract.	Amount intended to be cut.	Amount cut.	Amount still to be cut.	Amount advanced to Indians.
Ke-wa-din-o-kwa	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 12, T. 46, R. 3.	Aug. 23, 1887	.....	Part ...	100,000	\$35
Mi-zi-gan	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 4, T. 46, R. 3.	Aug. 24, 1887	.....	..do ...	50,000	15
A-bi-tash-kam-o-kwe	SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 22, T. 46, R. 2.	Aug. 23, 1887	.....	..do ...	75,000	25
Na-wan-da-go-kwa, sr.	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 27, T. 46, R. 2.	Aug. 23, 1887	.....	..do ...	10,000	60
Joe Buffalo, heir She-ba-go-jig, deceased.	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 26, T. 46, R. 2.	Feb. 15, 1888	.....	..do ...	200,000	20
Charlotte Condecon	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 27, T. 46, R. 2.	Aug. 23, 1887	.....	..do ...	20,000	25
Kwa-ke-e-go-she-go-kwa ..	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 27, T. 46, R. 2.	Aug. 23, 1887	.....	..do ...	10,000	15
O-ga-ba-ge-won	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27, T. 46, R. 2.	Aug. 23, 1887	.....	..do ...	10,000	5
Wa-wis-e-ge-shig	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 31, T. 46, R. 2.	Aug. 23, 1887	.....	..do ...	6,000	10
Frank Chingway	NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 34, SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 27, T. 46, R. 2.	Aug. 23, 1887	.....	..do ...	100,000	40
Louis Manypenny	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 28, T. 46, R. 2.	Aug. 23, 1887	.....	..do ...	50,000	.....
Oka-na-ma, heir O-ga-bo-jaw-na-kwad-o-kwa, deceased.	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 28, T. 46, R. 2.	Sept. 12, 1887	.....	None ..	75,000	.....
She-ba-je-won-o-kwe	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 28, T. 46, R. 2.	Aug. 24, 1887	.....	Part ...	75,000	40
Mary Beson	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 30, T. 46, R. 2.	Aug. 23, 1887	.....	..do ...	10,000	6
On-deg	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. SW. $\frac{1}{2}$ Sec. 32, T. 46, R. 2.	Aug. 23, 1887	.....	..do ...	10,000	10
Charlotte Haskins	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 33, T. 46, R. 2.	Nov. 26, 1887	.....	..do ...	25,000	.....
John Blackbird	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 33, T. 46, R. 2.	Aug. 23, 1887	.....	..do ...	200,000	200

And the undersigned further states and represents that the said lands are covered by a growth of pine and hard-wood timber, in which the hard wood generally predominates; that there is sufficient hard-wood timber on the said lands to answer all the demands for farming purposes and for timber for the improvement of such lands; and the same is more adapted and better suited for such uses than the pine timber thereon; and the pine timber is more valuable to the Indians for the purpose of selling the same to be manufactured into timber than for any domestic or farming use for which he can adopt the same; and that if a small portion of the pine timber was left on each such tract it would be in danger of destruction by fire, to which it is extremely susceptible; and it would also become comparatively worthless, because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of building roads and putting in a small amount of timber would be more than the timber is worth after being put in.

And that the Indians fully realize this fact and desire that all their timber should be put in at the same time.

And the undersigned further respectfully asks that by the order of your Department he be permitted to complete each and all of the said contracts as specified in the foregoing schedule and during the present logging season, under the superintendence of the Indian agent and subject to such restrictions as you shall direct; and that under the superintendence of the Indian agent and subject to his approval, that the undersigned may apply as part payment for the logs so obtained by him on the completion of each such contract the amount which each such Indian seller respectively is owing the undersigned for advances heretofore made under such contracts.

And the undersigned further begs leave to represent that the logging season is now so far advanced and so large expenses are being daily incurred by him in holding matters in readiness for the completion of said contracts, that the most early decision on this application is desired by the said contractor.

EDWARD HASKINS.

Sworn and subscribed before me this 15th day of December, 1888.

[SEAL.]

PETER LARNAL,
Notary Public, Ashland County, Wis.

I, J. T. Gregory, United States Indian agent for the La Pointe Agency, at Ashland, Wis., do hereby approve of the within statement of Edward Haskins and of all the matters therein alleged; and I further certify that I am satisfied that full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians; and that when a portion of the timber has been or is cut, there is great danger of the destruction of the remainder by fire arising from and fed by the tree-tops and refuse left on the ground, and it is desirable that in all such cases that the balance of the pine timber should be cut, and the trees thereby saved in value to the said Indians, respectively.

J. T. GREGORY,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 3, 1889.

SIR: I am in receipt of your communication, dated December 15, 1888, with which you transmit statement of Edward Haskins, accompanied by a list of his uncompleted contracts on Bad River Reservation during the winter of 1887-'88.

Said list embraces contracts with the following named Indians: Ke-wa-din-o-Kwa, Mi-zi-gan, A-bi-tosh-Kam-o-Kwe, Na-wan-da-go-Kwa, sr., Joe Buffalo, heir of She-ba-ge-jig, Charlotte Condecon, Kwad-ke-e-ga-she-go-Kwa, O-ga-ba-ge-won, Wa-wis-e-ge-shig, Frank Chingway, Lewis Manypenny, Oka-na-ma, heir of Oga-bo-iaw-na, Kwal-o-kwa, She-ba-Je-won-o-kwe, Mary Beson, On-deg, Charlotte Haskins, and John Blackbird.

As these contracts cover lands the allotment of which has been approved by the President, they are herewith returned that renewals and modifications may be executed and attached thereto, in accordance with the instructions contained in office letter of December 5, 1888, if the parties so desire.

Proper bonds must accompany the renewals. If the price per thousand feet, as stated in the renewed contract, is less than \$2.25, satisfactory reasons *must* be given in order to insure approval.

The amount of timber to be cut under the contract should be stated in the bond as approximately as possible.

Very respectfully,

JNO. H. OBERLY,
Commissioner.

JAMES T. GREGORY,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., December 17, 1888.

SIR: I have the honor to submit herewith, for Department action, ten contracts for the sale and delivery of pine timber made by members of the Lac du Flambeau Band of Chippewas with Joseph Allen of Lac du Flambeau, Wis., for the season of 1887-'88. An amendatory contract in duplicate, signed by both the parties in interest, and renewing each said original contract during the logging season of 1888-'89, accompanies each of the aforesaid contracts, as also a bond with approved sureties. All of which are respectfully submitted.

Following I give a list of the Indians making the contracts and renewals as aforesaid: (1) Wa-bi-ke-kek, (2) Ni-gi-ni-gi-jig No. 2, (3) Na-wa-kwe-gi-ji-go-kwe, (4) Na-wa-cun-a-go-kwe, (5) Da-gi-ji-go-kwe, (6) Si-ni-ki-gun, (7) Mi-ta-wa-ni-ni, (8) Kishkan-a-kwad-o-kwe, (9) Bim-we-we-gi-ji-go-kwe, (10) Bo-da-ji-gi-wi-ni-ni.

Very respectfully,

J. G. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., December 17, 1888.

SIR: I have the honor to submit herewith for Department action fourteen contracts for the sale and delivery of pine timber made by members of Lac du Flambeau band of Chippewas with Charles H. Henry, of Eau Claire, Wis., for the season of 1887-'88. An amendatory contract, in duplicate, signed by both the parties in interest and renewing each said original contract for the sale and delivery of pine timber during the logging season of 1888-'89, accompanies each of the aforesaid contracts, as also a bond with approved sureties, all of which are respectfully submitted.

Following I give a list of the Indians making the contracts and renewals as aforesaid: (1) Peter Corn, (2) Sha-ga-be-ok, (3) Gi-nun-an, (4) Be-mash-i-kwe, (5) Ekwe-gi-ji-go-kwe, (6) Bi-da-na-kwad, (7) Ni-ga-ni-gi-jig. No. 1, (8) Na-wa-queb, (9) Maie-kwa-gi-jig, (10) Weezo, (11) Ga-ga-go-bi-kwe, (12) Pi-dense, (13) Man-da-min-is, (14) Ba-bi-dosh.

In explanation of the net stumpage prices, as set forth in the amendatory contracts herewith inclosed, I have the honor to state as follows:

No. 2. Sha-ga-be-ok; \$2 for 1,000 feet.

This is the second time this allotment is to be cut, and the contractor and Indian agreed that \$2 per 1,000 was a fair price. I do not think the timber will sell for any larger price, and have therefore approved the contract.

No. 3. Gi-nun-an, \$1.75 per 1,000 feet. Same reason as for No. 2.

No. 4. Be-mash-i-kwe, \$2 per 1,000 feet. Same reason as No. 2.

No. 10. Neezo, \$2 per 1,000 feet. Same reason as No. 2.

No. 12. Pjdense, \$2 per 1,000 feet. Same reason as No. 2.

Man-da-min-is, \$1.75 per 1,000 feet. Same reason as No. 2.

Bi-bi-dosh, \$2 per 1,000 feet. On this allotment the timber is of a poorer quality and a longer distance to haul than the others.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
 OFFICE OF INDIAN AFFAIRS,
Washington, February 4, 1889.

SIR: I have approved the following amendatory contracts between Charles H. Henry and certain Indians of the Lac de Flambeau Reservation, viz:

Ni-ga-ni-gi-jig, No. 1, NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, and lot 4, Sec. 21, T. 41, R. 5.

Bi-da-na-kwad, lots 4 and 5, Sec. 20, T. 41, R. 5.

Ga-ga-go-bi-kwe, SE. $\frac{1}{4}$ of NE. $\frac{1}{4}$ Sec. 23, and lot 2, Sec. 27, T. 41, R. 5.

Peter Corn, SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and lot 5, Sec. 12, T. 40, R. 5.

Na-wa-queb, E. $\frac{1}{4}$ of SE. $\frac{1}{4}$ Sec. 21, T. 41, R. 5.

Ekwe-gi-ji-go-kwe, lots 1 and 2, Sec. 20, T. 41, R. 5, and

Na-de-kwa-gi-jig, NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$, Sec. 23, T. 41, R. 4.

The contractor may be permitted to commence operations on the above allotments. Said approved contracts will be returned as soon as they can be recorded.

Very respectfully,

JNO. H. OBERLY,
Commissioner.

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., December 17, 1888.

SIR: I have the honor to submit herewith, for Department action, thirty-five contracts for the sale and delivery of pine timber, made by members of the Lac du Flambeau band of Chippewas with Arthur M. Sherman, of Eau Claire, Wis., for the season of 1887-'88. An amendatory contract, in duplicate, signed by both the parties in interest, and renewing each said original contract during the logging season of 1888-'89, accompanies each of said aforesaid contracts, as also a bond with approved sureties, all of which are respectfully submitted.

Following I give a list of the Indians making the contracts and renewals as aforesaid: Ni-gan-i-gi-ji-go-kwe, Ki-ni-wa-na-kwat, Mis-ko-gi-ji-go-kwe, Wi-i-an, Ta-wi-gi-ji-go-kwe, Wa-la-kwa-ka-mi-go-kwe, No. 2, Mi-gi-sins, Mi-no-gi-ji-guk, A-ta-ge-kwe, Ochi-wa-si-no-kwe, Ga-be-gi-jig, Pi-ta-wi-gi-ji-go-kwe, Wo-dis-kwas, Ba-twan-e-gun, Wa-ko-wis-kung, Re-ba-ma-shi, Ma-ji-kiw, Se-ka-si-ge-kwe, We-shi-o-kwe, Gwe-ki-ga-bow, Bas-we-we-gi-jig, O-ji-chog, Ga-wi-ta-we-wi-dang, Ne-ga-ni-gi-jig, Charlie Starr, Ogi-shi-ashi, Ne-na-i-gi-jig, Joe-sha-da-mo, Osa-wa-ka-mi-go-kwe, Ga-gi-ge-iashi, Bin-di-ge-as-se-no-kwe, Ki-bi-chi-gi-jig, We-she-shi-og, Be-sha-ba-no-kwe, She-bi-ah.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 22, 1888.

GREGORY,
Agent, Ashland, Wis.:

Contracts forwarded by you on 17th instant are at \$2 per thousand. Net gain last year to Flambeau Indians, \$2.27. Paragraph 2, page 2, of letter of December 5, must be complied with before contracts can be approved at less than \$2.25.

JNO. J. ENRIGHT,
Acting Commissioner.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., January 21, 1889.

SIR: In reply to Department telegram of December 22, 1888, in which you state that reasons must be given why the contractors on the Lac du Flambeau Reservation are not paying more than \$2 per 1,000 for timber bought by them this season, I have the honor to state as follows:

The contractors represented that three-fourths of last year's contract are second cuttings, ranging by estimate from 20 to 200 feet per eighty. At the time of being stopped last winter, five weeks before the close of the hauling season, their roads were in the best of order, being built up by hauling water upon them for several months previous. It was then possible to have hauled the timber remaining very cheaply. They can not now break new roads upon so many different 80-acre tracts, varying in extent over 12 miles apart, and gather up the last green tree, as they are obliged to by the amendatory contracts, for less than 50 cents extra per 1,000.

They also expected that more allotments would be made, and that by contracting with the owners of these allotments interspersed all along these various roads they would have been enabled to keep said roads in such condition as would have made it profitable hauling, which they can not now do, the quantity of available timber now being so small.

And they further represented that their expenditure preparatory to making it possible to put all of these logs on the market has amounted to over \$18,000, viz:

The construction of three dams costing on an average \$4,000 each; the opening of lake inlets and outlets to the amount of \$500; 3 miles of piling and 3 miles of stiff boom, through slack water and floating bog, which had to be sunk with sand bags, \$5,000; and blasting of rocks and construction of wing-dams and cut-offs, \$5,000.

In addition to this they, as pioneers on the reservation, have built 30 miles of toll road.

By the estimates of experts the past summer the remaining timber will average six logs to the thousand, 25 per cent. of it being Norway. Three-fourths of it will have to be driven and warped with capstans in booms through from two to four lakes, at an expense of over 75 cents per 1,000 before they can be sluiced through the dam into Bear Creek and the south fork of the Flambeau, both of which streams are considered drivable. There are now 3,500,000 feet of logs, put in last winter at the Sugar Bush Creek and Lake in township 41 north, of range 5 east, and \$1 per 1,000 feet expended in trying to drive them. They have not been moved 6 miles from the landing, and not a single log has yet reached Bear Creek.

Believing these statements to be true, and that the contractors will not come out more than even on this winter's work, I respectfully submit them for your consideration.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., December 20, 1888.

SIR: I have the honor to submit for Department action three contracts for the sale and delivery of pine timber made by certain members of the Bad River band of Chippewas, as follows:

George Manypenny, with Austin Lothrop.

Joseph Green and Julia Green, heirs of Oge-maw-we-ge-zhig-o-kwe, deceased, with J. Sullivan and J. Lyons.

Margaret Green, with J. Sullivan and J. Lyons.

I would state that the parties selling the pine are worthy people and will put the money to good use. The pine is sap Norway, and very small. The haul is very long, being $4\frac{1}{2}$ miles. I consider the price paid very large. The timber on George Manypenny's allotment is very much scattered, and is therefore not worth so much as the others.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., December 20, 1888.

SIR: I have the honor to submit for Department action three contracts for the sale and delivery of pine timber made by certain members of the Bad River band of Chippewas, as follows:

Charlotte Newango, with Michael Watters.

George Day, with Michael Watters.

Lizzie Condecon, with A. J. Lindsley and F. J. Williard.

Bonds with approved sureties accompany the contracts.

I would state that the parties selling the timber are worthy people and need the money to help them through the winter. They will not squander the proceeds, but apply them to improving their farms. In regard to price paid, I would state in the sale by Lizzie Condecon that the timber is sap Norway, running from 12 to 15 logs to the 1,000, with a haul of a mile. The amount of timber to be put in is small, and the price of \$1.75 per 1,000 is very large for that class of timber. The quality of the timber sold by Charlotte Newango and George Day is fair, being white pine and Norway mixed. The price of \$2 per 1,000 I regard as fair, and do not think more could be obtained for it this winter.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 20, 1888.

SIR: I transmit herewith copy of a complaint against Patrick Hynes and certain officers of the Government in connection with logging operations on the Fond du Lac Reservation, purporting to be signed by seven members of the Fond du Lac band, and of an affidavit purporting to be signed by some sixty-nine members of said band, and giving the proceedings of a council held by said Indians November 20, 1888,

The papers were transmitted to this office by Messrs. Hutchins and Brennan, whom the Indians at said council appointed as their attorneys.

You will make full investigation of the matters alleged and report the result thereof to this office.

You will also prevent any entry upon unallotted lands, as instructed in office letter of December 17, 1888, and also on allotted lands without the consent of the allottees, evidenced by approved contracts.

Very respectfully,

JNO. J. ENRIGHT,
Acting Commissioner.

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., December 21, 1888.

SIR: I have the honor to transmit herein statements of John B. Denomie and Ed. Brown, with lists of their uncompleted contracts with Indians on the Bad River Reservation.

I would respectfully ask that the same be approved, and that the above-named contractors be allowed to complete their contracts as stated,

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

HON. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

ODANAH, Wis., December 19, 1888.

SIR: In the matter of the sale by Indians of their pine timber on the Bad River Reservation in Wisconsin, at the La Pointe Agency, located at Ashland, Wis., the undersigned, Ed. Brown, a resident of the village of Odanah, Wis., hereby states and represents that during the past logging season, commencing in the fall of 1887 and terminating in the spring of 1888, he was a contractor engaged in purchasing timber from the Indians on the Bad River Reservation in Wisconsin, under and by virtue of several contracts made by him with said Indians, respectively, for the purchase of pine timber, which contracts the undersigned understands were approved by the Indian agent and by the honorable Commissioner of Indian Affairs.

That about the 19th day of March, 1888, the undersigned was notified of a telegram from the Indian Office at Washington, dated about March 13, 1888, and prohibiting the further cutting or receiving of pine timber under said contracts, and thereupon he ceased the said business.

That at the said time the undersigned was the owner of and held various of said contracts made with various of said Indians for such pine timber, which said contracts had not been completed; adjoined a statement of said contracts is hereinafter given showing the name of each Indian with whom the same was made, the date thereof, description of the lands mentioned in each contract, the amount of timber on each said tract of land which it was intended by the Indian seller and deponent should be cut and sold under each said contract, the amount cut on each of the same and the amount yet to be cut on each of them to fully complete said contracts.

And the undersigned further states and represents that he was prevented by the said telegram from completing each and all of the said contracts.

Said list is as follows, showing in the first line the name of the Indian seller, in the second line the date of each contract, in the third the description of the lands mentioned in said contract, in the fourth the amount of timber on said land which it was intended by the Indian seller and by deponent should be cut and sold under said contract, in the fifth the amount cut thereon, in the sixth the amount still to be cut to fully complete such contract, and in the seventh the amount of money and goods advanced by deponent to each such Indian under said contract and still owing by said Indian to the undersigned, viz :

Unfinished contracts of Ed. Brown.

Name.	Date of contract.	Description.	Amount intended to cut.	Amount cut.	Amount still to be cut.	Amount advanced to Indians.
Lizzie Stoddard.....	Aug. 22, 1887	SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 1, T. 47, R. 2.	.....	Part ...	40,000	\$40
Kuesh-ko-no-gos.....	Aug. 29, 1887	W. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 1, T. 47, R. 2.	.....	do ...	40,000	.....
Sha-bo-dis Cloud.....	Aug. 22, 1887	N. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 11, T. 47, R. 2.	.....	do ...	100,000	85
Ne-gou-e-ge-shi-go-kng	do	W. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 12, T. 47, R. 2.	.....	None ...	75,000	.....
Nancy Starr	do	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 34, T. 48, R. 2.	.....	Part ...	40,000	10
Kitchie-kwa, heir of Mink Star, deceased.	Aug. 23, 1887	W. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 4, T. 46, R. 3.	.....	None ...	500,000	110
Wa-sesh-kung 2d.	Aug. 20, 1887	E. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 9, T. 46, R. 3.	.....	do ...	600,000	200

And the undersigned further states and represents that the said lands are covered by a growth of pine and hard-wood timber in which the hard-wood timber generally predominates; that there is sufficient hard-wood timber on the said lands to answer all the demands for farming purposes and for timber for the improvement of such lands; and the same is more adapted and better suited for such uses than the pine timber thereon; and the pine timber is more valuable to the Indian for the purpose of selling the same to be manufactured into lumber than for any domestic or farming use for which he can adopt the same; and that if a small portion of the pine timber was left on each such tract it would be in danger of destruction by fire, to which it is extremely susceptible; and it would also become comparatively worthless, because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of breaking roads and putting in a very small amount of timber would be more than the timber would be worth after being put in.

And that the Indians fully really realize this fact and desire that all their pine timber should be put in at the same time.

And the undersigned further respectfully asks that by the order of your Department he be permitted to complete each and all of the said contracts as specified in the foregoing schedule, and during the present logging season under the superintendence of the Indian agent and subject to such restrictions as you shall direct, and that under the superintendence of the Indian agent and subject to his approval that the undersigned may apply as part payment for the logs so obtained by him in the completion of each such contract the amount which each such Indian seller respectively is owing the undersigned for advances heretofore made under such contracts.

And the undersigned further begs leave to represent that the logging season is now so far advanced and so large expenses are being daily incurred by him in holding matters in readiness for the completion of said contracts that the most early decision practicable on this application is desired by the said contractor.

ED. BROWN,
Contractor.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

I, J. T. Gregory, United States Indian agent for the La Pointe Agency at Ashland, Wis., do hereby approve of the within statement of Ed. Brown and of all the matters therein alleged, and I further certify that I am satisfied that full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians, and that when a portion of the timber has been or is cut there is great danger of the destruction of the remainder by fire arising from and fed by the tree-tops and refuse left on the ground, and it is desirable that in all such cases the balance of the pine timber should be cut and the trees thereby saved in value to the said Indians, respectively.

J. T. GREGORY,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

ODANAH, WIS., December 17, 1887.

SIR: In the matter of the sale by Indians of their pine timber on the Bad River Reservation in Wisconsin at the La Pointe Indian Agency, located at Ashland, Wis., the undersigned John B. Denomie, a resident of Odanah, Wis., hereby states and represents that during the past logging season, commencing in the fall of 1887 and terminating in the spring of 1888, he was a contractor engaged in purchasing timber

from the Indians on the Bad River Reservation in Wisconsin, under and by virtue of several contracts made by him with said Indians, respectively, for the purchase of pine timber, which contracts the undersigned understands were approved by the Indian agent and by the honorable Commissioner of Indian Affairs.

That about the 19th day of March, 1888, the undersigned was notified of a telegram from the Indian Office at Washington, dated about March 13, 1888, and prohibiting the further cutting or receiving of pine timber under said contracts and thereupon he ceased the said business.

That at the said time the undersigned was the owner of and held various of said contracts made with various of said Indians for such pine timber, which said contracts had not been completed, and a statement of said contracts is hereinafter given showing the names of each Indian with whom the same was made, the date thereof, description of the lands mentioned in each contract, the amount of timber on each said tract of land which it was intended by the Indian seller and deponent should be cut and sold under each said contract, the amount yet to be cut on each of them to fully complete said contracts.

And the undersigned further states and represents that he was prevented by the said telegram from completing each and all of the said contracts.

Said list is as follows, showing in the first line the name of the Indian seller; in the second line, the description of the lands mentioned in said contract; in the third line, the date of each contract; in the fourth, the amount of timber on said land which it was intended by the Indian seller and by deponent should be cut and sold under said contract; and the fifth, the amount cut thereon; in the sixth, the amount still to be cut to fully complete each contract; and in the seventh, the amount of money and goods advanced by deponent to each such Indian under said contract and still owing by said Indian to the undersigned, viz:

Unfinished contracts of John B. Denomie.

Name.	Description.	Date of contract.	Amount intended to be cut.	Amount cut.	Amount still to be cut.	Amount advanced to Indians.
Boko-way.....	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 15, T. 46, R. 2.	Aug. 22, 1887	.....	Part...	20,000	\$25.00
O-go-ba-ge-shi-go-kwo....	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 17, NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 20, T. 46, R. 2.	Sept. 10, 1887	.....	do	30,000	30.00
Me-she-ka, jr., or Joseph Martin.	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 18, T. 46, R. 2.	Nov. 24, 1887	.....	do	30,000	.....
Charles Charette, jr	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 20, T. 46, R. 2.	Sept. 14, 1887	.....	do	10,000	.....
John Bocoway.....	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 21, T. 46, R. 2.	Aug. 22, 1887	.....	do	10,000	.....
Mi-ke-nak, or Samuel Stoddard.	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 21, NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 28, T. 46, R. 2.	Sept. 4, 1887	.....	do	20,000	.....
Mo-go-con-o-go-kwa.....	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 27, T. 46, R. 2.	Sept. 7, 1887	.....	do	200,000	50.00
O-ka-k-gi-shi-go-que	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 28, T. 46, R. 2.	Oct. 31, 1887	.....	do	40,000	.....
Lizette Denomie.....	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 28, T. 46, R. 2.	Sept. 14, 1887	.....	do	400,000	.....
Frank Cozino.....	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 29, T. 46, R. 2.	Oct. 26, 1887	.....	None ..	20,000	.....
Frank Gishkak.....	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 29, T. 46, R. 2.	Oct. 24, 1887	.....	Part...	20,000	40.00
Mary E. Denomie, deceased.	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 22, SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 23, T. 46, R. 2.	.....	.....	do .....	.....	.....
John Bosona.....	NW. SE. $\frac{1}{2}$ Sec. 15, T. 46, R. 2.	.....	.....	do	20,000	.....
Nad-je-was-sung	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 22, T. 46, R. 2.	.....	.....	do	50,000	15.00
Joseph Denomie.....	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 15, NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 22, T. 46, R. 2.	.....	.....	do	50,000	.....
Ne-baw-i-osh.....	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 20, T. 46, R. 2.	.....	.....	do	10,000	10.00
Gaw-ge-go-e-kwa	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 20, T. 46, R. 2.	.....	.....	do	10,000	40.00
S. Denomie, sr.....	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 22, T. 46, R. 2.	.....	.....	do	100,000	40.00
Mary Met-wo-a-gwau	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 18, T. 46, R. 2.	.....	.....	do	150,000	.....
Antoine Quebec	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 19, T. 46, R. 2.	.....	.....	do	20,000	40.00
O-go-bish-kaw-o-kwa	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 19, T. 46, R. 2.	.....	.....	do	10,000	.....

And the undersigned further states and represents that the said lands are covered by a growth of pine and hard-wood timber, in which the hard-wood timber generally predominates; that there is sufficient hard-wood timber on the said lands to answer all the demands for farming purposes and for timber for the improvement of such lands; and the same is more adapted and better situated for such uses than the pine timber thereon; and the pine timber is more valuable to the Indian for the purpose of selling the same to be manufactured into lumber than for any domestic or farming use for which he can adopt the same; and that if a small portion of the pine timber was left on each such tract it would be in danger of destruction by fire, to which it is extremely susceptible; and it would also become comparatively worthless, because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of breaking roads and putting in a very small amount of timber would be more than the timber would be worth after being put in.

And that the Indians fully realize this fact and desire that all their pine timber should be put in at the same time.

And the undersigned further respectfully asks that by the order of your Department he be permitted to complete each and all of the said contracts as specified in the foregoing schedule, and during the present logging season, under the superintendence of the Indian agent and subject to such restrictions as you shall direct; and that under the superintendence of the Indian agent, and subject to his approval, that the undersigned may apply as part payment for the logs so obtained by him in the completion of each such contract the amount which each such Indian seller, respectively, is owing the undersigned for advances heretofore made under such contracts.

And the undersigned further begs leave to represent that the logging season is now so far advanced and so large expenses are being daily incurred by him in holding matters in readiness for the completion of said contracts that the most early decision practicable on this application is desired by the said contractor.

JOHN B. DENOMIE.

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

I, J. T. Gregory, United States Indian agent for the La Pointe Agency, at Ashland, Wis., do hereby approve of the within statement of John B. Denomie, and of all the matters therein alleged; and I further certify that I am satisfied that full and proper settlement will be made in the case of each said contract therein mentioned, with the said respective Indian; and that where a portion of the timber has been or is cut there is great danger of the destruction of the remainder by fire arising from and fed by the tree-tops and refuse left on the ground, and it is desirable that in all such cases that the balance of the pine timber should be cut and the trees thereby saved in value to the said Indians respectively.

J. T. GREGORY,
*United States Indian Agent,
La Pointe Agency, Ashland, Wis.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, January 8, 1889.

SIR: I am in receipt of your communication, dated December 21, 1888, with which you transmit statements of John B. Denomie and Ed. Brown, with lists of their uncompleted contracts with Indians on the Bad River Reservation.

The contracts embraced in Mr. Brown's list cover lands the allotment of which has been approved by the President, and they are herewith returned, that renewals and modifications may be executed and attached thereto, in accordance with the instructions contained in office letter of December 5, 1888, returning certain contracts with Lac du Flambeau Indians, if the parties so desire.

The list of John B. Denomie includes contracts with the following named Indians, whose allotments have been approved by the President: Oga-ba-ge-shi-go-kwa, Mage-con-a-go-kwa, Frank Gish-kak, Frank Cozino, Lizette Denomie, Charles Charette, jr., John Bocoway, Mi-ke-nak (or Samuel Stoddard), Oka-k-gi-shi-go-que, Me-she-ka, jr. (or Joseph Martin), Bo-ka-way, Mary Met-wa-a-gwan. (November 19, 1888.)

The contracts with the above named Indians are returned for the same purpose.

Proper bonds must accompany all renewed contracts in order to secure approval.

I do not find that contracts with the following named Indians embraced in Denomie's list have been received in this office, viz: Mary E. Denomie (deceased), John Basana, Nadj-ke-was-sung, Joseph Denomie, Ne-baw-i-osh, Gaw-ge-go-e-kwa, S. Denomie, sr., Antoine Quebec, O-go-bish-kon-o-kwa.

Very respectfully,

JOHN H. OBERLY,
Commissioner.

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., December 22, 1888.

SIR: I have the honor to submit herewith for Department action two contracts for the sale and delivery of pine timber made by members of the Lac du Flambeau band of Chippewas with John T. Cosgriff, of Chippewa Falls, Wis., as follows: She-ba-ta-go-kwe, Wa-sa-gwan-i-bi.

A bond with approved sureties accompanies each contract.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 22, 1888.

GREGORY, Agent, Ashland, Wis.:

Reported here that Hynes is cutting timber on Fond du Lac Reservation. Cutting must be stopped immediately. Report facts.

JNO. J. ENRIGHT,
Acting Commissioner.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., December 28, 1888.

SIR: I have the honor to submit herewith for Department action six contracts for the sale and delivery of pine timber made by the following members of the Bad River band of Chippewas with Alphonso A. Maxim, jr., of Ashland, Wis.: Jack Frost, Louise Mayotte, Frank Blatch ord, John Morrison, Angeliqne Seymour, Sanswes Min-di-moie.

Bonds with approved sureties accompany the contracts.

The price paid Jack Frost, of \$2 per 1,000, I consider enough, as the timber is not of the best quality and has considerable Norway pine in it.

The claims of Louise Mayotte and John Morrison have been cut twice before, and only a few trees are left on them. These are generally defective, and will only cut one or two top logs, while the remainder of the tree will be left on the ground. The price is ample. The claim of Angeliqne Seymour was cut last winter, at \$2 per 1,000 stumpage, which was considered a fair price. I do not think any more can be got this winter.

All of this timber is surrounded by old choppings, and has partially burned over. If it is not cut this winter it will prove a total loss to the owners.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Point Agency, Ashland, Wis., December 28, 1888.

SIR: I have the honor to submit herewith for Department action, thirteen contracts for the sale and delivery of pine timber, made by the following members of the Rad River band of Chippewas with Ed. Brown, of Ashland, Wis.: (1) John Ka-we-ash, heir of Ni-ga-bi-ano-Kwa, deceased; (2) Joseph Naw-gaw-ne-say, or Joseph Scott; (3) George Smart; (4) Kish-ke-ta-way; (5) Git-che-e-Kwa-yaw-sist; (6) Sa-gaw-ko-min, or Frank Sky; (7) John Youngman; (8) Na-wa-ka-me-gwa-bi; (9) Ma-ka-de-mik-o-kwa; (10) Mary Roundwind; (11) John Rufus; (12) Michael Smart; (13) Antoine Rankin.

A bond with approved sureties accompanies each contract.

In regard to price paid per 1,000 feet I have the honor to state, as follows:

No. 1. John Ka-we-ash, \$2 per 1,000. This claim has been cut over once before, and

all of the timber easy to get has been removed. It will cost more to get the balance, as it stands on side hills or ravines, where roads are hard to make. It would not pay to take this timber out at all if the contractor was not logging other land near by.

No. 2. Joseph Scott, \$1 per 1,000. This claim has been cut three times before, and only a few cull trees are left which former contractors did not think worth cutting down. Whatever the Indian gets is so much clear gain, as it will never be worth getting another season, when the timber on lands adjacent has been cut off.

No. 3. George Smart, \$1 per 1,000. Same reasons as for No. 2.

No. 4. Kish-ke-ta-wag, \$1 per 1,000. Same reasons as for No. 2.

No. 5. Git-che-e-kwa-yaw-sish, \$1 per 1,000. Same reasons as for No. 2.

No. 6. Frank Sky, \$1 per 1,000. Same reasons as for No. 2.

No. 7. John Youngman, \$2 per 1,000. The quality of the timber on this claim is not first-class, being white pine and Norway pine mixed. The price is fair and all that can be got at the prices logs are selling for on the bank.

No. 8. Na-wa-ka-me-gwa-bi, \$1.50 per 1,000. The timber on this claim is of an inferior quality, being mostly Norway. The price paid is ample.

No. 9. Ma-ka-de-mik-o-kwa, \$2 per 1,000. Same reasons as for No. 7.

No. 10. Mary Roundwind, \$2 per 1,000. Same reasons as for No. 7.

No. 11. John Rufus, \$1.50 per 1,000. Same reasons as for No. 8.

No. 12. Michael Smart, \$1.25 per 1,000. This claim has been cut over before and the timber now standing is of poor quality.

No. 13. Antoine Rankin, \$2 per 1,000. Same reasons as for No. 7.

It is plainly for the benefit of these Indians that the timber should be sold this season. Timber on allotted lands is very scarce and the contractors are picking up everything that is salable and a great deal that I do not think they will ever get their money out of. This season will be very favorable for picking up such timber, as the winter is an open one, with little snow, so that it is very easy to run through an eighty and pick up a few logs. If the snow were deep it would not pay to put in any of the timber sold by these contracts.

Very respectfully,

HON. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

J. T. GREGORY,
United States Indian Agent.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., December 28, 1888.

SIR: I have the honor to transmit herein statement and list of uncompleted contracts of the Valley Lumber Company, and England, Thomas & Clark, with Indians on Lac Court Oreilles Reservation, and would respectfully request that they be allowed to complete the same.

Very respectfully,

HON. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

J. T. GREGORY,
United States Indian Agent.

HAYWARD, WIS., *December 24, 1888.*

SIR: In the matter of the sale by Indians of their pine timber on the Lac Court Oreilles Reservation in Wisconsin, at the La Pointe Indian agency, located at Ashland, Wis.

The undersigned, England, Thomas, & Clark, residents of the village of Hayward, Wis., hereby state and represent, that during the past logging season, commencing in the fall of 1887 and terminating in the spring of 1888, they were contractors engaged in purchasing timber from the Indians on the Lac Court Oreilles Reservation in Wisconsin, under and by virtue of several contracts made by them with said Indians, respectively, for the purchase of pine timber, which contracts the undersigned understand were approved by the Indian agent and by the honorable Commissioner of Indian Affairs.

That about the 19th of March, 1888, the undersigned were notified of a telegram from the Indian Office at Washington, dated about March 13, 1888, and prohibiting the further cutting or removing of pine timber under said contracts, and therefore they ceased said business.

That at the said time the undersigned were the owners of and held various of said contracts made with various of said Indians for such pine timber, which said contracts had not been completed; adjoined a statement of said contracts is hereinafter given, showing the name of each Indian with whom the same was made, the date thereof, description of the land mentioned in each contract, the amount of timber on each said tract of land which it was intended by the Indian seller and deponents should be cut and sold under each said contract, the amount cut on each of the same, and the amount yet to be cut on each of them to fully complete said contracts.

And the undersigned further state and represent that he was prevented by the said telegram from completing each and all of the said contracts.

Said list is as follows, showing in the first line the name of the Indian seller, in the second line the date of each contract, in the third the description of the lands mentioned in said contract, in the fourth the amount of timber on said land which it was intended by the Indian seller and by deponents should be cut and sold under said contract, in the fifth the amount cut thereon, in the sixth the amount still to be cut to fully complete each contract, and in the seventh the amount of money and supplies advanced by deponents to each such Indian under said contract and still owing by said Indian to the undersigned, viz :

Unfinished contracts of England, Thomas & Clark.

Name.	Date of contract.	Description.	Amount intended to be cut.	Amount cut.	Amount still to be cut.	Amount advanced to Indians.
Ni-tami-gi-ji-go-kwe.....	Sept. 27, 1887	Lot 1 Sec. 27 and lot 2 Sec. 28, T. 40, R. 6	100,000	Part ...	80,000	.....
Charles Denosho *.....	Sept. 24, 1887	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 33, T. 40, R. 6	100,000	do	60,000	.....
Be-si-bans	Sept. 23, 1887	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 6, T. 40, R. 8	100,000	do	60,000	.....
Bib-we-ni	Sept. 24, 1887	Lots 1 and 2 Sec. 6, T. 40, R. 8	100,000	do	80,000	.....
Bi-do-si-no-kwe 2d.....	Sept. 30, 1887	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 20, T. 39, R. 7	200,000	do	115,000	\$100.00
Gish-ki-te-wag.....	Oct. 13, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 25, T. 39, R. 9	100,000	do	30,000	.....
Mis-o-man-a-kwat.....	Sept. 18, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 9, T. 39, R. 8	100,000	do	20,000	.....
A-wan-se-keray	Sept. 16, 1887	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 13, T. 39, R. 7	100,000	do	275,000	39.75
Zhin-o-wa *	Oct. 10, 1887	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 3, T. 40, R. 8	100,000	do	200,000	10.15
Na-sa-wa-gi-sis	Sept. 30, 1887	SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ and SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 9, T. 39, R. 8	100,000	do	10,000	.....
Maggie La Rush *.....	Sept. 16, 1887	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 20, NW. $\frac{1}{2}$ Sec. 29, T. 39, R. 7	100,000	do	5,000	.....
John Diamond *.....	Sept. 26, 1887	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 12, T. 40, R. 8	300,000	do	80,000	.....
Aki-wene-Apicou.....	Sept. 20, 1887	NW. fr. $\frac{1}{2}$ Sec. 6, T. 40, R. 8	100,000	do	60,000	.....
Misho-go-miah Augahow *.....	Sept. 16, 1887	NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 30, T. 39, R. 7	100,000	do	20,000	.....
Chas. Kah-ge-da-ah-quay *.....	Sept. 26, 1887	NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 13, T. 39, R. 8	300,000	do	30,000	.....
Mau-e-do-gwi-wi-sens.....	Sept. 26, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 20, T. 39, R. 7	300,000	do	80,000	10.00
Au-ji-gi-zis	Sept. 17, 1887	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 25, T. 39, R. 9	100,000	do	10,000	.....
Mis-ko-a-gi-jig	Sept. 29, 1887	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 2, T. 40, R. 8	200,000	do	15,000	.....
Louis Beauregard *.....	Sept. 25, 1887	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 2, SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 1, T. 39, R. 8	200,000	do	15,000	.....
O-gi-da-kam-i-go-kwe	Sept. 16, 1887	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 24, T. 39, R. 9	100,000	do	30,000	.....
Bi-ji-kens 2d.....	Sept. 29, 1887	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 20, T. 39, R. 7	300,000	do	80,000	44.35
Levi Legoo *.....	Sept. 22, 1887	NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and lot 2 Sec. 18, T. 40, R. 8	100,000	do	15,000	40.00
Na-meuse.....	Sept. 19, 1887	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 2, T. 40, R. 8	200,000	do	30,000	.....
Harriet Dupuis.....	Nov. 4, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 8, T. 38, R. 8	100,000	do	15,000	.....
Sophia La Rush *.....	Sept. 26, 1887	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 36 and SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 35, T. 39, R. 8	200,000	do	10,000	.....
Joe Mino-gi-jig.....	Sept. 27, 1887	Lot 3 Sec. 28, T. 40, R. 6	100,000	do	65,000	37.41
Alex. Whitefeather.....	Sept. 15, 1887	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 10, T. 40, R. 8	100,000	do	50,000	.....

* Allotments not approved (Indian Office).

Unfinished contracts of England, Thomas & Clark—Continued.

Name.	Date of contract.	Description.	Amount intended to be cut.	Amount cut.	Amount still to be cut.	Amount advanced to Indians.
Dennis La Rush *.....	Oct. 6, 1887	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 7, T. 39, R. 7.	100,000	Part ...	12,000	.....
O-la-wa	Sept. 23, 1887	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 6, T. 40, R. 8.	50,000	do ...	80,000	.....
Chin-gwe	Oct. 17, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 36, T. 39, R. 9.	100,000	do ...	15,000	.....
Frank Beauregard *.....	Oct. 10, 1887	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 22, T. 39, R. 8.	100,000	do ...	10,000	.....
O-mash-kwe-go-ton	Sept. 20, 1887	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 33, T. 40, R. 6.	100,000	do ...	20,000	.....
Nu-bi-na-cum-i-go-kwe*.....	Oct. 5, 1887	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 23, T. 39, R. 8.	100,000	do ...	60,000	\$26.00
Ni-ga-ni-gi-gi-go-kwe.....	Sept. 19, 1877	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 33, T. 40, R. 6.	100,000	do ...	10,000	.....
Ga-gi-ge-gi-go-kwe-ki-no-ahaw.*	Oct. 10, 1887	Lots 2 and 3 Sec. 36, T. 40, R. 8.	100,000	do ...	100,000	.....

*Allotments not approved (Indian Office).

And the undersigned further state and represent that the said lands are covered by a growth of pine and hard-wood timber, in which the hard-wood timber generally predominates; that there is sufficient hard-wood timber on the said lands to answer all the demands for farming purposes and for timber for the improvement of such lands, and the same is more adapted and better suited for such uses than the pine timber thereon, and the pine timber is more valuable to the Indians for the purpose of selling the same to be manufactured into lumber than for any domestic or farming use for which he can adapt the same; and that if a small portion of the pine timber was left on each such tract it would be in danger of destruction by fire, to which it is extremely susceptible, and it would also become comparatively worthless, because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of building roads and putting in a small amount of timber would be more than the timber is worth after being put in.

And that the Indians fully realize this fact, and desire that all their pine timber should be put in at the same time.

And the undersigned further respectfully ask that by the order of your Department they be permitted to complete each and all of the said contracts, as specified in the foregoing schedule, and during the present logging season, under the superintendence of the Indian agent, and subject to such restrictions as you shall direct; and that under the superintendence of the Indian agent and subject to his approval that the undersigned may apply as part payment for the logs so obtained by them in the completion of each such contract the amount which each such Indian seller, respectively, is owing the undersigned for advances heretofore made under such contracts.

And the undersigned further beg leave to represent that the logging season is now so far advanced, and so large expenses are being daily incurred by them in holding matters in readiness for the completion of said contracts, that the most early decision on this application is desired by the said contractors.

ENGLAND, THOMAS & CLARK.
By F. L. CLARK.

Subscribed and sworn to before me this 27th day of December, 1888.

[SEAL.]

JAMES H. COLE,
Notary Public, Sawyer County, Wis.
W. H. MARQUETTE,
Deputy Clerk Circuit Court.

[SEAL.]

I, J. T. Gregory, United States Indian agent for the La Pointe agency, at Ashland, Wis., do hereby approve of the within statement of England, Thomas & Clark, and of all the matters therein alleged; and I further certify that I am satisfied that full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians; and that where a portion of the timber has been or is cut there is great danger of the destruction of the remainder by fire arising from and fed by the tree tops and refuse left on the ground, and it is desirable

that in all such cases that the balance of the pine timber should be cut and the trees thereby saved in value to the said Indians, respectively.

J. T. GREGORY,

United States Indian Agent, La Pointe Agency, Ashland, Wis.

Hon. JOHN H. OBERLY,

Commissioner of Indian Affairs, Washington, D. C.

EAU CLAIRE, Wis., December 20, 1887.

Hon. JOHN H. OBERLY,

Commissioner of Indian Affairs, Washington D. C. :

In the matter of the sale by Indians of their pine timber on the Lac Court Oreilles Reservation, in Wisconsin, at the La Pointe Indian Agency, located at Ashland, Wis.

The undersigned Valley Lumber Company, residents of the city of Eau Claire, Wis., hereby state and represent that during the past logging season, commencing in the fall of 1887 and terminating the spring of 1888, they were contractors engaged in purchasing timber from the Indians on the Lac Court Oreilles Reservation in Wisconsin, under and by virtue of several contracts made by them with said Indians, respectively, for the purchase of pine timber, which contracts the undersigned understand were approved by the Indian agent and by the honorable Commissioner of Indian Affairs.

That about the 19th day of March, 1888, the undersigned were notified of a telegram from the Indian Office at Washington, dated about March 13, 1888, and prohibiting the further cutting or removing of pine timber under said contracts, and therefore they ceased the said business.

That at the said time the undersigned were the owners of and held various of said contracts made with various of said Indians for such pine timber, which said contracts had not been completed, and a statement of said contracts is hereinafter given, showing the name of each Indian with whom the same was made, the date thereof, description of the land mentioned in each contract, the amount of timber on each said tract of land which it was intended by the Indian seller and deponents should be cut and sold under each said contract, the amount cut on each of the same, and the amount yet to be cut on each of them to fully complete said contracts.

And the undersigned further state and represent that they were prevented by the said telegram from completing each and all of the said contracts.

Said list is as follows, showing in the first line the name of the Indian seller, in the second line the date of each contract, in the third the description of the lands mentioned in said contract, in the fourth the amount of timber on said land which it was intended by the Indian seller and by deponents should be cut and sold under said contract, in the fifth the amount cut thereon, in the sixth the amount still to be cut to fully complete each contract, and in the seventh the amount of money and goods advanced by deponents to each such Indian under said contract and still owing by said Indian to the undersigned, viz :

Unfinished contracts of the Valley Lumber Company.

Name.	Date of contract.	Description.	Amount intended to be cut.	Amount cut.	Amount still to be cut.	Amount advanced to Indians.
Shi-shi-bi-di-ni-gan.....	Nov. 7, 1887	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 29, T. 39, R. 8.	.....	Part...	10,000	.....
Q-mo-daines.....	Nov. 7, 1887	NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ 31, and SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 30, T. 39, R. 8.	.....	..do	50,000	.....
Ne-ta-wi-ga-bow.....	Oct. 18, 1887	NE. $\frac{1}{2}$ SW. $\frac{1}{2}$, SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 12, T. 38, R. 9.	.....	..do	30,000	.....
Maggie Gould*.....	Oct. 31, 1887	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 25, T. 39, R. 9.	.....	..do	20,000	.....
Bi-jig-go-bi-nes.....	Nov. 7, 1887	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 32, T. 39, R. 8.	.....	..do	10,000	.....
Wau-ba-mun-a-go-kwo...	Aug. 3, 1887	N. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 30, T. 39, R. 8.	.....	..do	10,000	.....
Bi-mo-si-gi-jig, jr.....	Nov. 15, 1887	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 29, T. 39, R. 8.	.....	..do	60,000	.....
Go-gi-jig-sang.....	Sept. 30, 1887	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$, SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 32, T. 39, R. 8.	.....	..do	25,000	.....
Go-kek, jr.....	Oct. 30, 1887	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 29, T. 39, R. 8.	.....	..do	20,000	.....

* Allotments not approved (Indian Office).

Unfinished contracts of the Valley Lumber Company—Continued.

Name.	Date of contract.	Description.	Amount intended to be cut.	Amount cut.	Amount still to be cut.	Amount advanced to Indians.
Ik-we-sens-man-ens	Oct. 24, 1887	NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 32, T. 39, R. 8.	.....	Part	50,000	.....
Min-de-maie	Oct. 24, 1887	Lot 8, Sec. 1, T. 38, R. 9; Lot 5, Sec. 6, T. 38, R. 8.	.....	..do	10,000	.....
Na Kins	Oct. 24, 1887	S. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 29, T. 39, R. 8.	.....	..do	10,000	.....
Heirs of Min-aw-kwad	Oct. 18, 1887	NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 31, T. 39, R. 8.	.....	..do	15,000	.....
Wa-josh	Oct. 18, 1887	E. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 21, T. 39, R. 8.	.....	..do	15,000	.....
Ke-gan-i-gan-is	Oct. 24, 1887	W. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 21, T. 39, R. 8.	.....	..do	10,000	.....
Om-baw-na-kwad-o-quay	Oct. 10, 1887	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and Lot 4 Sec. 27, T. 39, R. 8.	.....	..do	25,000	.....
Kib-chi-min-de-maie	Oct. 10, 1887	Lots 1 and 2 Sec. 27, T. 39, R. 8.	.....	..do	25,000	.....
Ne-zo-da	Oct. 18, 1887	NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and Lot 3, Sec. 27, T. 39, R. 8.	.....	..do	40,000	.....
Mino-gi-ji-go-kwe	Oct. 15, 1887	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and 1 and N. E. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 28, T. 39, R. 8.	.....	..do	15,000	.....
Delia Neswald	Nov. 1, 1887	N. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 32, T. 39, R. 8.	.....	..do	25,000	.....
O-mash Kaw *	Oct. 31, 1887	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$, 36, and S. W. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 36, T. 39, R. 8.	.....	..do	50,000	.....
Henry Shonguish	Oct. 18, 1887	E. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 17, T. 39, R. 7.	.....	..do	10,000	.....
Bé-tow-cum-i-go-kwe*	Oct. 19, 1887	N. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 7, T. 40, R. 8.	.....	..do	100,000	.....
O-dah-bi-dah-shia-no-kwe	Nov. 11, 1887	Lots 9 and 10, Sec. 4, T. 38, R. 8.	.....	..do	15,000	.....
Wa-besh-ki-gwon	Nov. 1, 1887	S. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 7, T. 38, R. 8.	.....	..do	10,000	.....
Ne-ba-we-ga-bow-e-kwe*	Nov. 1, 1887	E. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 9, T. 38, R. 8.	.....	..do	25,000	.....
Alex. Gauthier	Nov. 1, 1887	N. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 17, T. 38, R. 8.	.....	..do	50,000	.....
On-deg	Jan. 9, 1888	S. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 32, T. 39, R. 8.	.....	..do	10,000	.....
Bé-nie-gi-jig*	Nov. 15, 1887	E. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 12, T. 39, R. 8.	.....	..do	50,000	.....
Gwé-o-ko-gi-jig*	Nov. 15, 1887	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ Sec. 5, T. 39, R. 7.	.....	..do	400,000	.....
Jane Butcher*	Oct. 25, 1887	E. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 13, T. 40, R. 8.	.....	..do	125,000	.....
Charlotte Oshogog	Oct. 24, 1887	W. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 15, T. 39, R. 8.	.....	..do	50,000	.....
Bah-quah-a-mo	Dec. 5, 1887	Lot 2, Sec. 4, T. 38, R. 8.	.....	..do	25,000	.....
Augustine Corbine	Dec. 20, 1887	E. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 33, T. 39, R. 8.	.....	..do	10,000	.....
Heirs of Ina-sa-mi	Oct. 20, 1887	S. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 12, T. 38, R. 9.	.....	..do	10,000	.....
Besh-kwe-min-di-maie	Oct. 24, 1887	N. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 14, T. 39, R. 8.	.....	..do	25,000	.....
David Bellisle*	Oct. 20, 1887	W. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 19, T. 39, R. 7.	.....	..do	100,000	.....
Sa-wa-dib	Oct. 24, 1887	NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ 23 SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 14, T. 39, R. 8.	.....	..do	20,000	.....
Esther Denosha*	Dec. 20, 1887	E. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 9, T. 38, R. 8.	.....	..do	50,000	.....

* Allotments not approved (Indian Office).

And the undersigned further state and represent that the said lands are covered by a growth of pine and hard-wood timber in which the hard-wood timber generally predominates; that there is sufficient hard-wood timber on the said lands to answer all the demands for farming purposes and for timber for the improvement of such lands; and the same is more adapted and better suited for such uses than the pine timber thereon, and the pine timber is more valuable to the Indian for the purpose of selling the same to be manufactured into lumber than for any domestic or farming use for which he can adapt the same; and that if a small portion of the pine timber was left on each such tract it would be in danger of destruction by fire, to which it is

extremely susceptible; and it would also become comparatively worthless because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of building roads and putting in a small amount of timber would be more than the timber is worth after being put in.

And that the Indians fully realize this fact and desire that all their pine timber should be put in at the same time.

And the undersigned further respectfully ask that, by the order of your Department, they be permitted to complete each and all of the said contracts as specified in the foregoing schedule, and during the present logging season, under the superintendence of the Indian agent and subject to such restrictions as you shall direct; and that under the superintendence of the Indian agent and subject to his approval, that the undersigned may apply as part payment for the logs so obtained by them in the completion of each such contract the amount which each such Indian seller, respectively, is owing the undersigned for advances heretofore made under such contracts.

And the undersigned further beg leave to represent that the logging season is now so far advanced and so large expenses are being daily incurred by them, in holding matters in readiness for the completion of said contracts, that the most early decision on this application is desired by the said contractors.

VALLEY LUMBER COMPANY,
By S. S. KIDDER, *Manager*.

Subscribed and sworn to before me this 27th day of December, 1888.

[SEAL.]

JAMES H. COLE,
Notary Public, Sawyer County, Wis.

[SEAL.]

W. H. MARQUETTE,
Deputy Clerk, Circuit Court.

I, J. T. Gregory, United States Indian agent for the La Pointe Agency, at Ashland, Wis., do hereby approve of the within statement of Valley Lumber Company, and of all the matters therein alleged; and I further certify that I am satisfied that full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians; and that as a portion of the timber has been or is cut, there is great danger of the destruction of the remainder by fire arising from and fed by the tree-tops and refuse left on the ground, and it is desirable that in all such cases the balance of the pine timber should be cut, and the trees thereby saved in value to the said Indians, respectively.

J. T. GREGORY,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 8, 1889.

SIR: I am in receipt of your communication dated December 28, 1888, with accompanying lists of uncompleted contracts between the Valley Lumber Company and England, Thomas & Clark and certain Indians of the Lac Court Oreilles Reservation. Thirty of the contracts of the Valley Lumber Company cover lands the allotment of which has been approved by the President, said contracts being with the following named Indians: Shi-shi-bi-di-ni-gan, Wa-bish-ke-gwan, Alexander Gauthier, Delia Nesville, Augustine Corbine, Oda-bj-dah-shi-a-mo-kwe, heir of Wa-biz-ha-she, deceased; Andey, sr., Bi-jig-go-bi-neus, Ikwe-sens Ma-neus, Go-gi-jig-sung, Nesh-ta and others, heirs of Min-ana-kwad, deceased, Omo-daines, Wa-ban-an-an-gkwe, Ge-kek, jr., Be-ma-si-gi-jik, jr., Na-kins, Ow-baw-na-kwad-o-kway; Nesh-te, heir of Get-chi-i-kwe, deceased; Kitchi-min-di-moien, Mina-gi-shi-go-kwe, Ke-gan-i-gan-is, Wa-jashk, sr., Charlotte Oshoge, Sa-wa-did, Besh-kwe-min-di-moil, Ne-ta-ni-ga-bow, Bidwe and others, heirs of Ina-sa-mi, jr., deceased, Min-de-moil, heir of Pemo-si-gi-pig, deceased, Shang-wish Bah-quah-o-mo, guardian of minor heirs of Alexis Corbine, deceased.

The list of Messrs. England, Thomas and Clark contains twenty contracts which cover tracts the allotment of which has been approved by the President, said contracts being with the following named Indians: Chin-gwe, An-gi-gi-zis, Ogi-da-kami-go-kwe, Gish-ki-ta-wag, Maw-sa-na-kwet, Na-sa-wa-gi-sis, Oga-ba-ge-jig and another, heirs of Bi-ji-kins, 2d, deceased, Oga-ba-ge-jig and another, heirs of Bi-dasin-o-kwe, 2d, deceased, Nin-ge-wen-zie and another, heirs of Ma-ne-do-gwi-wi-zins, deceased, Awan-se-kwa, Harriet Duprey, Alex. Whitefeather, Ota-wa, Be-bwe-ni, Bi-si-bans, Aki-wens Apion, Na-mense, Mis-ko-a-gi-jig, Ni-ga-ni-gi-ji-go-kwe, Nitam-i-gi-gi-do-kwe.

These contracts are herewith returned, that renewals and modifications may be executed and attached thereto, in accordance with the instructions contained in office letter of December 5, 1888, returning certain contracts with Lac du Flambeau Indians, if the parties so desire.

Proper bonds must also be executed and forwarded, in order to secure approval of the renewed contracts.

Very respectfully,

JNO. H. OBERLY,
Commissioner.

JAMES T. GREGORY,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., January 2, 1889.

SIR: I have the honor to submit herewith for Department approval five contracts for the sale and delivery of pine timber made by certain members of the Bad River band of Chippewas as follows:

Ma-da-ga-me with John B. Denomiél.
John B. Ma-dwa-gwan with John B. Denomiél.
Frank Jamesé with John B. Denomiél.
John Ba-be-dash with John B. Denomiél.
Louis Michel with Austin Lathrop.

A bond with approval sureties accompanies each contract.

All of the inclosed contracts are on lands which have been cut over once or more. The timber is of poor quality, and the price of \$1.50 per thousand ample. If left another year it will no doubt prove a dead loss to the Indian sellers, as it is very liable to be destroyed by fire.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

HON. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., January 2, 1889.

SIR: I have the honor to submit herewith for Department action one contract for the sale and delivery of pine timber made by Louis Lemieux, of Red Cliff Reservation, Wis., with Frank G. Bontin, of Bayfield, Wis. The above-named Indian is clearing his farm and wishes to dispose of the surplus timber to aid in this undertaking. The amount of timber to be sold is small, and I would respectfully recommend that said contract be approved.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

HON. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 3, 1889.

GREGORY,
Agent, Ashland, Wis.:

Report called for in telegram of 22d ultimo not received. What is the cause of delay? It is again reported that Hynes is cutting timber. This must be stopped. Report what you are doing in the matter.

JNO. J. ENRIGHT,
Acting Commissioner.

[Telegram.]

ASHLAND, Wis., January 5, 1889.

COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.:

Have ordered Hynes to remove from reservation. Will send report as soon as I hear facts from Farmer.

GREGORY,
Agent.

UNITED STATES INDIAN SERVICE,
LA POINTE AGENCY,
Ashland, Wis., January 7, 1889.

SIR: I have the honor to submit herewith, for Department action, six contracts for the sale and delivery of pine timber, made by the following members of the Bad River band of Chippewas with Alphonso A. Maxim, jr., of Ashland, Wis.:

Ko-ko-once or David Blackbird, Oz-hi-ba, We-mi-ti-go-shi, Mary Cadotte, Charles La Rose, Wash-ka-was-sin-o-kwa.

In regard to the price per 1,000, I have the honor to state as follows:

Ko-ko-once, or David Blackbird, \$2 per 1,000. This allotment has been cut over before and the remaining timber is of poor quality. In my opinion it is not worth more than \$2 per 1,000.

Ozhi-ba, \$1.50 per 1,000. This allotment has been cut over and only a little timber remains, mostly Norway.

We-mi-ti-go-shi, \$2 per 1,000. The timber on this allotment is of second quality and the haul is long, making the value less.

Mary Cadotte, \$1.50 per 1,000; same as for Ozhi-ba's.

Charles La Rose, \$1.50. The timber on this allotment is all Norway and very small. The logs when in the boom at Ashland do not sell for over \$6 per 1,000 at the highest.

Wash-ka-was-sin-o-kwa, \$1.50 per 1,000; same reasons as for Charles La Rose.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

FOND DU LAC RESERVATION, MINN.,
Washington, D. C., January 7, 1889.

Honorable COMMISSIONER OF INDIAN AFFAIRS:

We, the undersigned Indians of the Fond du Lac band of Chippewa Indians, now residing on said reservation, do hereby express ourselves as not having a knowledge of what was contained in the complaint and resolutions forwarded to you purporting to have been adopted at a council held on the Fond du Lac Reservation on November 20, A. D. 1888.

The documents presented to you seem to contain charges to the effect that the parties holding contracts with the Indians for the cutting of their timber, together with the Government farmer, have entered into a combination to cheat and defraud the Indians out of their timber, and also that we do not want our timber cut by said contractors.

The article was brought to us from house to house by one Julius Cadotte, an Indian residing on the reservation, and we were asked to sign it, and on inquiring what it was and meant, we was told that we would find out in a few days, and to some others he said they wanted others to cut our pine.

And as for the charges against the farmer, Mr. Young, we know nothing of, and wish to say that he, Mr. Young, is the best farmer that we have ever had, and taken more interest in our behalf, looked after us, and done more to prevent whites from making us trouble by bringing liquor among us than any one we ever had as Government farmer; and as to the cutting of timber, we want those contractors with whom we have contracted to cut our timber, P. Hynes and Andrew Gowan, the coming winter; we need the money to keep us through the coming winter and without they can be allowed to cut it, and we can have the proceeds from it, we do not know how we can support ourselves and families, as many of us are in a destitute condition at present.

And we further believe that the lawyers at Superior, Hutchins, and Brennan are prosecuting this matter for gain on their part and not for any interest they have in the welfare of the Indian.

All of which is respectfully submitted, signed by members of the Fond du Lac band of Indians now residing on the reservation.

Mrs. J. Blair (her x mark), Mary Blair (her x mark), (acting chief), Maggy Blair (her x mark), O-sah-gi-kwe (her x mark), Wah-sich-i-no-kwe (her x mark), Frank Jackson (her x mark), Louise Jackson (her x mark), Jacob Ruttle (his x mark), Mary Ruttle (her x mark), Walter Ruttle (his x mark), Isabel Williams (her x mark), Na-ta-wah-shi-kwe (her x mark), Louise Win-ne-be-sho (her x mark), Lizzie Church (her x mark), Susan Church (her x mark), Lizzie Defoe (her x mark), Joe Chottin (his x mark), Susetta Chottin (her x mark), Joe Beargrease (his x mark), Julia Beargrease (her x mark), Mary Beargrease (her x mark) by herself, Mi-i-jish-kung (her x mark), Julia Martin (her x mark), Theresa Saxton (her x mark), Mary Martin (her x mark), Elizabeth Brown (her x mark), Louis Chottin (his x mark), Peter Chottin (his x mark), Joe Na-ga-nab (by himself), John McKenzie (by himself), Joseph Posey (by himself), Ni-gah-ni-kwe (her x mark), Peter Annamossing (his x mark), Maggy Posey (her x mark), Susan Posey (her x mark), Mish-i-ki-gi-shic (his x mark), Joe Ki-wence (his x mark), Joe Pappo (by himself), Levi Lego (his x mark).

The above is a true copy of the petition signed by the Indians now residing on the Fond du Lac Indian Reservation in Minnesota for the purpose of having their timber cut the coming winter, and to show that they have no fault to find with the Government farmer, H. T. Young.

This article was interpreted to those of the signers that could not understand the Indian language by John Jibbeway, and signed in his presence, the deputy United States marshal now acting as such on this reservation.

All of which is respectfully submitted.

H. T. YOUNG,
Government Farmer of Fond du Lac Reservation, Minnesota.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., January 8, 1889.

SIR: I have the honor to submit herewith, for Department action, eleven contracts for the sale and delivery of pine timber, made by the following members of the Bad River band of Chippewa, with—

(1) Edward Haskins, of Odanah, Wis.; (2) Nin-cho-bi-ness, or Edward; (3) Francois Twobirds; (4) Ellen We-na-bo-sho, heir of Joe We-na-bo-sho, deceased; (5) Julia Black Cloud, heir of Ba-ba-mash, jr., deceased, Na-wa-ka-mi-go-kwa, She-ba-ji-wa-no-kwa, Catherine Star, and Ai-an-je-o-kwa, heirs of Wa-wa-nab-e-kwa, deceased; (6) As-qua-ba-e-qua; (7) Joe La Pointe, jr.; (8) Sophia Connor; (9) Daniel Webster; (10) William Webster; (11) William Connor.

A bond with approved sureties accompanied each contract.

In regard to the price paid per 1,000, I have the honor to state the following:

(1) Nin-cho-bi-ness, \$2 per 1,000. This selection has been cut before, and the remaining timber is not worth as much. The price paid before was \$2 per 1,000, which was considered a fair one.

(2) Francois Two Birds, \$2 per 1,000. The timber on this allotment is of poor quality, and has to be hauled 2½ miles to the banking ground.

(3) Ellen-We-na-bo-sho heirs of We-na-bo-sho, deceased. Same as No. 1.

(4) Julia Black Cloud, heir of Ba-ba-mash, jr., deceased, \$2 per 1,000; same as No. 1.

(5) Heirs of Wa-wa-nob-e-kwa, deceased, \$2 per 1,000; same as No. 1.

(6) As-qua-ba-e-qua, \$1.50 per 1,000. The timber on this allotment is over one-half Norway, and the haul 2½ miles. The price paid is all it is worth and all that it can be sold for.

(7) Joe La Pointe, jr., \$1.50 per 1,000; same as No. 6.

(8) Sophia Connor, \$1.50 per 1,000; same as No. 6.

(9) Daniel Webster, \$1.50 per 1,000; same as No. 6.

(10) William Webster, \$1.50 per 1,000; same as No. 6.

(11) William Connor, \$2 per 1,000; same as No. 2.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 8, 1889.

SIR: Referring to office letter of December 8, 1888, upon the subject of timber contracts on the Chippewa Reservations, I return herewith four contracts for the sale and delivery of pine timber, made by certain members of the Lac Court Oreilles band with the Valley Lumber Company, that new contracts may be prepared in accordance with the instructions in said letter, if the parties so desire.

Said contracts accompanied your letter of December 4, 1888.

Very respectfully,

JOHN H. OBERLY,
Commissioner.

JAMES T. GREGORY, Esq.,
*United States Indian Agent,
La Pointe Agency, Ashland, Wis.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 8, 1889.

SIR: Referring to office letter of December 8, 1888, upon the subject of timber contracts on the Chippewa reservations, I return herewith seven contracts for the sale and delivery of pine timber, made by certain members of the Bad River band, five with Ed. Brown, and the other two with Jerry Sullivan and John Lyons, which contracts accompanied your letter of December 3, 1888.

The instructions contained in said letter of December 8, 1888, must be complied with in order to secure approval of contracts for sale of timber on the allotments of these Indians.

Very respectfully,

JOHN H. OBERLY,
Commissioner.

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington January 8, 1889.

SIR: Referring to office letter dated December 8, 1888, transmitting form of contract for sale of pine timber, I return herewith seven contracts for sale and delivery of pine timber made by members of the Bad River band of Chippewas with John B. Denomie, which accompanied your communication of December 6, 1888.

The contract of Mary Met-wa-a-gwan was returned with the uncompleted contracts of Mr. Denomie.

The requirements of office letter of December 8, 1888, must be complied with before contracts can be approved.

Very respectfully,

JOHN H. OBERLY,
Commissioner.

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., January 15, 1889.

SIR: I have the honor to submit herewith nineteen contracts for the sale and delivery of pine timber, made by the following members of the Lac Court Oreilles band of Chippewas with the Valley Lumber Company, of Eau Claire, Wis.:

Sophia Lumbar, David Bellisle, Hattie Lumbar, Wai-sha-wash-ko-gi-ji-go-kwe, Ge'-gi-gons, Wa-ba-kos, Alec Kitchie-Aki-wain-zie and Ne-bo-we-kwe, heirs of Kitchie-Aki-wain-zie, deceased; Ake-win-zie, Wa-wi-ens, Me-twe-osh-i-kwe, Charlotte Oshoge, Mia-wa-chi-we-bi, Matilda Lagoo, Saw-ge-gwan-e-bi, heir of Bi-mo-sa-daw, deceased;

Bi-ta-wa-cum-i-go-kwe, heir of Pen-que-ne-osh, deceased; Bine-we-we, John Aki-wen-zie, Mad-ji-gi-ji-go-kwe, Antoine Ge-way-gi-zhig, Ching wa way.

A bond with approved sureties accompanies each contract.

In regard to price paid per 1,000, I have the honor to state as follows:

David Bellisle, \$2 per 1,000. This allotment has been cut over before and all the best timber taken. Only a little remains, and this is third quality.

Gi-ji-gons, \$2 per 1,000. Same reason as for David Bellisle.

Heirs of Kitchie-Aki-wain-zie, \$1 per 1,000. This tract has been burned over and only a few trees left standing. These are partially damaged and of little value.

Bine-we-we, \$2 per 1,000. Same reason as for David Bellisle.

John Aki-wen-zie, \$2 per 1,000. Same reasons as for David Bellisle.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 16, 1889.

GREGORY, Agent, Ashland, Wis.:

Reported here under date of 12th instant that from 500 to 600 men were then cutting timber on Fond du Lac Reservation; that Hynes has 250 and Gowan as many; that 40,000,000 feet has been cut and is now on the skids, and that Farmer Young is doing nothing to stop the cutting. You will report by telegraph immediately whether these statements are true in whole or in part. If true, you will put a stop to cutting and prevent the removal of any and all timber that has been cut. You must act promptly in this matter and report fully your action.

Steps will be taken to secure the prosecution of all trespassers.

JNO. H. OBERLY,
Commissioner.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 18, 1889.

GREGORY,
Agent, Ashland, Wis.:

Is it a fact that Hynes and Gowan, or others, have been cutting timber on Fond du Lac Reservation? A specific answer is required by wire immediately.

JOHN H. OBERLY,
Commissioner.

[Telegram.]

COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.:

ASHLAND, Wis., January 18, 1889.

Do not know whether Hynes, Gowan, or any one else has been cutting on lands on which they were not authorized. Will make a personal investigation at once and report.

GREGORY,
Indian Agent.

[Telegram.]

ASHLAND, Wis., January 18, 1889.

COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.:

Have notified Hynes and Gowan, if cutting, to stop at once. Will visit reservation Monday and investigate the matter.

J. T. GREGORY,
Indian Agent.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 19, 1889.

GREGORY, *Agent, Ashland, Wis.:*

Has Hynes, Gowan, or any one else been cutting, with or without authority from you or any one else? You have avoided specific answer to telegram of 18th instant.

JOHN H. OBERLY,
Commissioner.

[Telegram.]

ASHLAND WIS. January 19, 1889.

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

Government farmer at Fond du Lac wires me there has been some cutting on lands not patented or approved.

J. T. GREGORY,
Indian Agent.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 20, 1889.

GREGORY, *Agent, Ashland, Wis.:*

Your telegram of 19th as to cutting by Hynes and Gowan on Fond du Lac received. Has any other timber been cut on any of the other reservations within your agency since you received instructions to permit no cutting until contracts had been approved by this office? If so, immediately inform me on what reservation the cutting has been done, and of the names of the parties who have been cutting. If cutting is now in progress on any reservation it must immediately and peremptorily be stopped. You are particularly directed not to permit Hynes or Gowan, or any person who has been cutting on any reservation of your agency, or any other person, to remove any of the timber that has been cut.

JOHN H. OBERLY,
Commissioner.

[Telegram.]

ASHLAND, WIS, January, 20 1889.

COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.:

The Government farmer at Fond du Lac wired me this morning that Hynes and Gowan have been cutting on unpatented lands. They have had no authority from me to do so.

GREGORY, *Agent.*

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., January 21, 1889.

SIR: I have the honor to submit herewith, for your consideration, the report of H. F. Young, Government farmer, at the Fond du Lac Reservation, Minn., on the complaints purporting to have been made by certain members of the Fond du Lac band of Chippewas, and forwarded by Hutchins & Brennan, their attorneys; also, a petition signed by thirty-nine members of said band and addressed to the honorable Commissioner of Indian Affairs.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JNO H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

FOND DU LAC RESERVATION, MINN., *January 10, 1889.*

DEAR SIR: In reply to your letter of December 22, 1888, in company with the complaint sent to the Commissioner of Indian Affairs at Washington, D. C., purporting to have been made by the Indians on the Fond du Lac Reservation, and adopted at a council held on the 20th day of November, A. D. 1888, I beg leave to report as follows:

I have made an investigation of the complaints and charges set forth in said complaint as far as I could in every way to satisfy myself as to the cause of such, and I find them to result as follows:

(1) The complaint, I find, was drawn up at Superior, Wis., by the attorneys Hutchins and Brannon, of that place, and signed only by the Indians living at Superior and at a council of the Indians held on Monday evening, January 7, 1889, in the Fond du Lac Reservation, at which I was present and presented the complaint mentioned and read the same to Mr. James Coffy, interpreter for said Indians; and with regard to the charges therein regarding myself and Hynes and J. T. Gregory, they seem to know nothing of saying that the complaint presented by me was not drawn on the Fond du Lac Reservation, and that it had never been submitted to a council of the Fond du Lac Indians on their reservation; that it was drawn up and signed at Superior, Wis., by Indians living there; and the said Coffy told me at said council, representing the Indians in said council, that he would guaranty that as far as the charges against me were concerned that all the Indians in the council would sign an article that I, H. T. Young, Government farmer, had done all I could for the Indians, and that I had taken more interest in their welfare than any other farmer they had ever had on their reservation. And now for the resolutions adopted at the council on November 20, 1888.

This was circulated by one Julius Cadotte from house to house on the said reservation, and many of the Indians who signed the article, on being interviewed by myself in looking up the matter, tell me that in most every instance when they were asked to sign it, on asking what it was he (Cadotte) told them that they would find out in a few days, and to some others he said they wanted some other person to cut their pine, and on talking with most of these Indians that have contracts and who had signed said article they were surprised at the changes proposed therein, and they said they wanted their pine cut and wanted the proceeds therefrom to keep them through the coming winter, without which they did not know how they could support their families. As to that part of the complaint as to preventing the Indians from working on the reservation in assisting in cutting their timber, I only know that just before Christmas Mr. Hynes told me that if any of the Indians wanted to work in the woods that I might tell them they could go up whenever they wanted to. Immediately on the same day (knowing the condition of their families and their need of work) I went on the reservation and told all that I saw that was not at work that they could go up in the woods to work at once, and out of the number that I told not one Indian wanted to or would go at that time; some of them made the excuse that they were going to work for some one, and others turned away as though insulted, and as to their ability to cut and bank their own timber, I do actually think that if they were so permitted to cut and not advised or assisted in any manner by the whites, that they would not put in thirty millions in thirty years. They might have been more able and willing at one time before they have had so much money for the pine, but they have become perfectly useless and dissipated in their habits and will not work when they have a chance, unless driven to it by sheer hunger; this is the truth as to the band, with the exceptions of few, not to exceed one dozen, to my knowledge. I have tried so many times since my stay here to have them work, but I would much rather do the work myself than try to have them work; it would be easier for me.

I attended a council on the reservation last night in January 9, 1889, that was presided over by the attorneys Hutchins and Brennan. They said to the Indians present that no white man had any right on their reservation to cut or touch their timber in any manner whatever, and that they, the Indians, had a right to take all logs on the skidways now in the woods on the reservation and sell them to the highest bidder, or to who they could get the most for, and if necessary to take a shotgun or a rifle and defend them against the whites interfering, the same as they would their pocket-book.

I am here, and have been for six months, doing all I could to keep the Indians honest and straight, and now it is a shame that such men as those, or others, would be allowed to go among the wards of the Government and instill in their minds such thoughts and incite them to riot. I think some means should be resorted to at once to prevent such persons from going among the Indians, and to punish them for so doing, for the money they may extort from them for such advice, very detrimental to the interest of the Indians.

I am sorry that such is the condition of affairs here with the hard work that I have done in their behalf since I have been here, but such it is, and is growing worse every day, and the Indians, some of whom is in a starving condition, and must have help

soon from some source or other appealing to me every day for aid, and I am unable to help them unless through the parties who are cutting their pine, and then only when they have a credit, most of them having received advances on the old contracts; so they are in debt.

I would state that the facts herein stated are all true, and while I dislike to be compelled to make such an unfavorable report on our Indians, I must tell the truth, of which I am ready and willing at any time to swear to before any tribunal in the United States.

All of which is respectfully submitted,

H. T. YOUNG,

Government Farmer on Fond du Lac Reservation, Minn.

Mr. J. T. GREGORY,
United States Indian Agent, Ashland, Wis.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 21, 1889.

GREGORY, *Agent, Ashland, Wis. :*

Information reaches this office that timber heretofore cut is being hauled off. This is in direct violation of instructions to you. The fact disclosed by your telegrams that cutting has been going on in violation of express orders to you, and the fact of your evasive replies to telegrams from this office, leads me to believe that you have, to say the least, been very derelict in the performance of your duties. I repeat that all cutting and removal of timber must be immediately stopped. I desire a full and complete report concerning this whole matter.

JNO. H. OBERLY,
Commissioner.

[Telegram.]

ASHLAND, WIS., *January 21, 1889.*

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

Cutting has been done on Bad River Reserve (receive) by Maxim, Haskins, Denomie, Brown, and Lyons, and Sullivan; on Lac Court Oreilles Reserve by Valley Lumber Company, England, Thomas & Clark, and Carroll & Hoffman; on Lac du Flambeau Reserve by Henry and Sherman. Have notified all parties not to remove any of the timber.

GREGORY, *Agent.*

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 22, 1889.

GREGORY,
Agent, Ashland, Wis. :

Your telegram of 21st received.

I desire to be informed by wire whether or not timber heretofore cut is being removed.

JOHN H. OBERLY,
Commissioner.

[Telegram.]

WEST SUPERIOR, WIS., *January 22, 1889.*

J. M. VALE,
928 F, Washington, D. C. :

Cutting and hauling continues. Loggers threaten violence to all interfering.

JNO. BRENNAN.

[Telegram.]

ASHLAND, Wis., January 22, 1889.

COMMISSIONER INDIAN AFFAIRS,
Washington, D. C. :

Have given out orders that no timber is to be removed. Do not know whether orders are obeyed or not, as reservations are too far apart for me to visit them in less than ten days, but presume they are. Have notified farmers to inform me if any person persists in removing timber.

GREGORY, Agent.

[Telegram.]

ASHLAND, Wis., January 22, 1889.

COMMISSIONER INDIAN AFFAIRS,
Washington, D. C. :

Your telegram received. Will send detailed report to-morrow by mail.

GREGORY, Agent.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., January 22, 1889.

SIR: Pursuant to telegraphic instructions in the matter of commencing logging operations on the several reservations under my charge before the contracts relating thereto had been approved, I have the honor to make the following report :

On October 22, 1888, I received a telegram from the Indian Office authorizing me to permit contractors who had contracts which had not been fully performed to complete them. Thereupon I notified the following contractors that they could complete their uncompleted contracts : A. M. Sherman, Joseph Allen, and Charles H. Henry, on the Lac du Flambeau Reservation ; Valley Lumber Company, and England, Thomas & Clark, on the Lac Court, Oreilles Reservation ; Patrick Hynes, and Andrew Gowan on the Fond du Lac Reservation ; and Edward Haskins, John B. Denomie, and Ed. Brown, on the Bad River Reservation.

I supposed they would be allowed to go on and do this work under their old contracts. On November 1, 1888, I received a letter stating that each contractor would have to file a statement setting forth certain facts, said statement to be approved by me and forwarded to you for approval. Said letter also stated that before I permitted any cutting I must satisfy myself that full and proper settlement would be made in each case with the Indians.

I still supposed that they would be allowed to go on under the old contracts and at the prices named therein.

On November 23, 1888, I forwarded lists, as required by said letter of October 29, 1888, of uncompleted contracts owned by A. M. Sherman, Joseph Allen, and Charles H. Henry for Department action.

In Department letter of December 5, 1888, said lists were returned, with such of the contracts named therein as you would approve, together with instructions to have each contract returned accompanied by an amendatory contract signed by both parties in interest, both said contracts to be accompanied by a sufficient bond.

On December 17, 1888, I forwarded the contracts and accompanying papers made out by these contractors. When I approved their contracts I considered the price fair in each case.

On or about December 1, 1888, I forwarded lists of uncompleted contracts between Patrick Hynes and Andrew Gowan and certain Indians of Fond du Lac Reservation. On December 20 I received a letter stating that you had examined said lists and found nine allotments on which Hynes could renew his contracts, and that Gowan's list contained five that had been approved by the President.

On December 22, 1888, I wrote Hynes and Gowan of your action and warned them not to cut or remove any timber until their contracts had received your approval. On the same date I wrote H. F. Young, Government farmer at the Fond du Lac Reservation, that it had been reported that Hynes and Gowan were cutting and removing timber and to notify them to stop at once.

Up to this time I had not known that Hynes and Gowan were cutting and removing timber. I have been unable to ascertain the descriptions of the allotments cut and the amount taken from each.

In the matter of new contracts I would state that by Department letter of October 29, 1888, I was authorized to allow Indians who held patents or whose allotments had been approved by the President to contract for their timber under the restrictions

heretofore in force. Relying upon these instructions several parties bought timber from the Indians and filed their contracts, which were approved by me and forwarded for your action. Advances were made to the Indians and the contractors prepared to put in the logs.

By Department letter of December 8, 1888, I was notified that a new blank form of contract had been prepared and that all contracts heretofore entered into would have to be redrawn. You also stated that all contracts forwarded would be acted on with prompt attention and that you would telegraph your action.

Under these instructions the following contracts have been approved by me and forwarded for your action:

On December 20, 1888, two contracts by Bad River Indians with Michel Watters; one with Williard & Lindsley; one with Austin Lathrop, and two with Sullivan & Lyons.

On December 22, 1888, two contracts by Lac du Flambeau Indians with John T. Cosgriff; on December 28, 1888, eight contracts by Bad River Indians with Alphonso A. Maxim, jr., and thirteen contracts with Ed. Brown.

On January 2, 1889, one contract by Red Cliff Indian with Frank G. Boutin. On January 2, 1889, five contracts by Bad River Indians with John B. Denomie.

On January 7, 1889, six contracts by Bad River Indians with Alphonso A. Maxim, jr.

On January 8, 1889, eleven contracts by Bad River Indians with Edward Haskins.

On January 15, 1889, nineteen contracts by Lac Court Oreilles Indians with Valley Lumber Company.

Not one of these has yet been acted upon, and the parties in interest notified of such action.

The contractors, with large and expensive outfits on their hands, have been compelled to wait over two months in suspense, their expenses eating up their profits and impairing their credit. I notified all of them what the instructions of the Department were in regard to cutting before contracts were approved, and more than that I could not do.

Loggers can not commence to log the first of February and make any money, and relying upon the instructions of the Indian Office that Indians who own timber could sell it, and knowing that they were acting in good faith and were ready and willing to pay all the timber was worth, I presume they went on to prepare their roads and get the logs skidded ready for hauling when the snow would come. Very little hauling has been done and most of the timber cut is still in the woods. The winter is an open one, and the order to stop hauling the logs already cut and skidded means ruin not only to the contractors but also to many merchants and mill owners in towns adjoining the reservations. Now is the most valuable time, for the snow is very light and liable to go at any time, and once gone will not come again. The logs left in the woods will become food for the worms and flames. I would earnestly request that the contractors be allowed to haul out the logs already cut. This can work injustice to no one, as the logs will still be the property of the Indians, and worth from \$6 to \$7 per thousand, while in the woods they will not be worth \$2.

Nearly a year ago I sent my resignation as agent and was very anxious to have it accepted, as I had other and urgent business to attend to. I now earnestly request to be relieved at once as I do not wish to be instrumental in carrying out an order so unjust and ruinous to many of my fellow-townsmen and others whom I know to be honest and upright business men.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

ASHLAND, Wis., January 22, 1889.

DEAR SIR: I write you at the request of Mr. Edward Haskins, of Bad River Reservation, in the La Pointe Agency. Mr. Haskins hands me office letter of date November 16, 1888, L. 23157, informing him that "full instructions were given Agent Gregory in the matter of logging operations on the several reservations under his charge, under date October 29, 1888." On applying to Agent Gregory he was informed that "the honorable Commissioner of Indian Affairs has instructed me that contractors may go on and carry out uncompleted contracts."

Under these instructions Mr. Haskins has been at great expense in cutting and skidding in the woods a large number of logs. The season being so open and no snow upon which to do the hauling, very few of these logs have been hauled to the river. Now, just as we have sufficient snow to haul successfully, comes an order from the Department stopping his work. The probabilities all indicate that the hauling sea-

son will be very short, and unless permitted to haul these logs, it means financial ruin to Haskins. Mr. Haskins is a full-blood Indian; a member of the Bad River or La Pointe band; is a man of good business ability, and by industry and frugality has accumulated a handsome competence, which this order, unless rescinded, will sweep away.

I have no pecuniary interest in the matter, but having had charge of this agency for four years, and knowing Haskins to be worthy and honest, and as trying to put himself on a plane with business men among the whites, I do not like to see him crushed at the end of eight years of successful industry, and would respectfully ask for him that he be allowed to haul to the river what logs he has already prepared for market, even though further cutting be prohibited. Should his request be granted, will you kindly instruct the agent by telegraph, as even hours are important to him at this season of the year. I think there are no charges that he has not been strictly honest and honorable in his dealings.

Very respectfully,

W. R. DURFER.

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

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 23, 1889.

GREGORY,
Agent, Ashland, Wis.:

Information reaches this office this morning that cutting and hauling of timber continues, and that loggers threaten violence to all interfering with them.

Are loggers still cutting and removing timber, and do they threaten violence, as alleged?

JNO. H. OBERLY, *Commissioner.*

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 23, 1889.

GREGORY,
Agent, Ashland, Wis.:

Your telegram of 22d received. On what date did you give orders to farmers not to permit cutting of timber, and when did you give orders to farmers not to permit removal of timber? Has any timber been removed since you received orders not to permit cutting until contracts had been approved?

JNO. H. OBERLY, *Commissioner.*

[Telegram.]

ASHLAND, WIS., *January 23, 1889.*

COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.:

Notified all farmers on 21st to have all cutting and hauling stopped at once. Farmer Young reports that all work has stopped. Have received no reports from the other reservations; have heard of no loggers threatening violence, and do not believe that they have made any such threats. Timber has been removed up to date of my order.

GREGORY, *Agent.*

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland Wis., January 24, 1889.

SIR: I have the honor to submit herewith for Department action four contracts for the sale and delivery of pine timber made by the following members of the Lac Court

Oreilles band of Chippewas with Mike Dodher, of Chippewa Falls, Wis.; Abi-ji-gi-jig, Sophia Gauthier, Bi-mi-jin-gas-kung, Man-a-dis Warren.

A bond with good and sufficient sureties accompanies each contract.

These allotments have all been cut over and only the refuse left that the former contractors would not take. The trees are scattered on each eighty, and if Mr. Dodher were not logging near by outside of the reservation it would never pay him to take them. The price is fair, and the timber, if left this winter, will never be taken out.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon, JNO. H. OBERLY,
Commissioner Indian Affairs, Washington. D. C.

[Telegram.]

WEST SUPERIOR, WIS., *January 24, 1889.*

J. M. VALE,
928 F. Street, Washington, D. C. :

Loggers will not allow Indians to go on their land. They threaten to chop them down. Troops absolutely necessary to remove trespassers.

JOHN BRENNAN.

[Telegram.]

CLOQUET, MINN., *January 25, 1889.*

J. M. VALE,
928 F street, NW., Washington, D. C. :

Cutting and hauling continues. Indians fear violence if they interfere. Get troops if possible.

JOHN BRENNAN.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 25, 1889.

GREGORY, *Agent, Ashland, Wis. :*

Have you been absent from your agency since December 1, 1888, and if so, how long and by what authority?

JNO. H. OBERLY, *Commissioner.*

[Telegram.]

THE WESTERN UNION TELEGRAPH COMPANY,
Ashland, Wis., January 25, 1889.

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

Was absent from December 20 to December 28. See authority dated February 27, 1888.

GREGORY, *Agent.*

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., January 25, 1889.

Hon. JNO. H. OBERLY,
Commissioner Indian Affairs, Washington, D. C. :

SIR: I have the honor to submit herewith for Department action five contracts for the sale and delivery of pine timber, made by the following members of the Bad

River band of Chippewas with John B. Denomie, of Odanah, Wis.: Ma-ka-de-ni-ko-mail, Gust Chingway, Angelie Chingway, Augustus Chingway, Frank Chingway, and Mary Ann Chingway, heirs of Louise Chingway, deceased, Josette Chingway.

A bond with approved sureties accompanies each contract.

The timber sold by these Indians is small, scrubby pine of third quality. The most of it is situated on a small creek which has never been improved, and considerable money will have to be expended to make it drivable.

The allotment of Ma-ka-di-ni-ko-mail has been cut before and only a small amount of timber remains, which is much scattered.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

In response to call by the signers of the accompanying petition meeting opened (at Michael Prettett's house), at 3 o'clock p. m. this 3d day of November, A. D. 1888. The object of the meeting was for the purpose of sending a petition (with the one already made) to the Department establishing rules to govern all work in logging for this winter until the new rules are adopted, and also of other things necessary for the benefit of the band.

The following resolutions were adopted unanimously:

The white men working in the reservation be restricted not to exceed one-third in number of the Indians or at the discretion of our committee.

James Ryan be not permitted to work on the reservation for good and plenty of reasons. We want the scaler or scalers to be named by the Indians or their committee, unless the committee decides to leave it to the agent. We want the loggers to cut timber clean as they go along and not cut only the best.

We want privilege to sell *our* pine to parties who will give us the most or to the highest bidder.

We want the allotting agent to come and give eighties to those made selections and we want Antoine Denomie as his assistant in the work.

We want 80 acres be given to minor children instead of 40 acres.

We want to be restored back to us all lands taken from us by white man, all lands adjoining the old mission house on section 26, and the 80 acres taken by Blackbird on section 25, all on township 48, range 3 west (all the above lands were taken from us unjustly and without our knowledge), and another eighty be given to Blackbird instead.

We want Rev. J. A. Stephan, of Washington, D. C., be given authority to name our next agent, which we earnestly request to be done soon.

We want privilege given to our committee to permit any one who may want to build a saw-mill in the reservation, thereby giving us work.

We want another farmer in place of the present one. Wigman, of Green Bay, Wis., was favorably named, or one who will work for the interest of the band.

Finally, the young men were admonished to be more faithful and steady at his work, as it is the only charge the enemy makes to us in regard to completing the work.

We want reply of the Commissioner to this be sent here to our secretary.

Business being finished, meeting discontinued.

A. DENOMIE, *Secretary.*

In pursuant to adjournment meeting opened at 7 o'clock p. m. October 10, A. D. 1888.

Minutes of the last meeting was read by the secretary and were approved. It was unanimously agreed that Michel James be appointed fifth member of the committee appointed at the last council; the laying out of a certain fraction of land in the village into village lots was discussed and finally approved, and the secretary was ordered to take the names of the occupants of said lots, with the number of each lot, to be forwarded to the Secretary of the Interior, or to the Commissioner of Indian Affairs, for his approval, and a patent issued for said lots in the name of said occupant and applicants.

Meeting adjourned and disbanded till to-morrow at 2 o'clock p. m.

A. DENOMIE, *Secretary.*

This petition has been taken twice to Agent Gregory for approval; first he simply wrote the date, saying he would sign it after there were more signers; the second he said he would sign it after a certain date; the third he was not found at the office.

The Government farmer's (Walker) approval will be found on this petition. The agent would probably sign it, but we can not wait.

A. DENOMIE,
Secretary of Committee.

We, the undersigned Indians of Odanah, Bad River Reservation, State of Wisconsin, hereby petition to the honorable Commissioner of Indian Affairs, pursuant to resolutions adopted at the council held at the above-named reservation, October 8, A. D. 1888, a copy of the proceedings of which are hereby attached and forwarded. We pray his honor will approve and confirm the said committee appointed.

Signed in presence of J. W. Martin.

John Diver (his x mark), Wawiiash (mark), Frank Docteau (mark), Matchigabaw (mark), Sagakomin (mark), Joseph Current (mark), Shibigons (mark), John Bessner (mark), Thomas Scott (mark), Kimiwan (mark), Frank Chingwa (mark), Benigonash (mark), Maiigon (mark), Frank Gishkag (mark), Kiwitagishhig (mark), Joseph Green, jr. (mark), John Cloud (mark), Michiel Smart (mark), Samuel Denomie jr. (mark), William Couture (mark), John Metweish (mark), John Twobirds (mark), Antoin Pero (mark), Frank Scott (mark), Eskwegwaneish (mark), Michel Couture (mark), Nigogishig (mark), John Roy (mark), Alex. Charrette (mark).

Witness: Nawatchiwan.

Signed in presence of C. Charrette.

Antoine Charrette (mark), Antoine Nawagon (mark), Joseph Charrette (mark), James Bungo (mark), Bill Seamore (mark), Wegimawabitang (mark), Antoine Qubeck (mark), Louis Josner (mark), Noe shi bagishik (mark), Chas. Charrette, Henry Denomie, John Madwegan, Masiweiage (mark), Boniash (mark), Kitchisabadis, James Smart, Jo Big Boy, We we nab (mark), A. Denomie, John Big Boy (mark), Frank Jr. Bird (mark), John Star (mark), J. A. Denomie, jr., John Scott, Michell Bressett, Louis Lemman (mark), James Bradie, Wm. Webster, John Blackbird, Jack Butterfly (mark), Nick Decoteau, Alfourt Canday (mark), John Annodagan (mark), Simon Denomie, Andrew Young, Alex. Houtt, David Green, Augustus Robidouus, Sam Green, F. Beson (mark), Kadawabide (mark), Louis James, Big Martin (mark), Edward E. Connor, Shade mon (mark), Joseph Boson (mark), Nihiash (mark), Mesigis (mark).

Ashland, Wis., October 19, 1888.

Approved—

WM. E. MEEKER, *Addl. Farmer.*

At a council held at Odanah, Bad River Reservation, State of Wisconsin, this 8th day of October, A. D. 1888.

Antoine Denomie was appointed clerk to take down minutes of the proceedings of the meeting.

It was unanimously agreed that a committee of five men be appointed, and only them, full authority given them to transact all business (new or old) as they may deem best for the interest of this band (of the above-named reservation), to the best of their ability. J. B. Denomie, chairman; Little Cloud Buck (Anakwadons), head spokesman; Meskogwan, Oshkinawe, were unanimously appointed committee. Antoine Denomie was also unanimously appointed secretary for said committee; Charley Charrette was also appointed messenger. The secretary was instructed to forward a copy of the proceedings of this meeting to the honorable Commissioner of Indian Affairs for his approval. The messenger was instructed to notify personally the parties appointed committee at this meeting, and also to notify them and others to attend to the continuance of this meeting to-morrow night at J. B. Denomie's house, to finish up business.

Adjourned.

A. DENOMIE, *Secretary.*

In pursuance to adjournment, council opened at 2 o'clock p. m., October 14, 1888, the attendance being unusually large; J. B. Denomie, Little Cloud Buck, and Shibigons being the chief speakers in explaining to the three or four opposing Indians in laying out the village into town lots, and the maintaining in the Sisters' school, and the allotment plan (particularly to half-breeds). After, it was explained to them how beneficial the schools are, and the laying out the village into lots, so they (the occupants) could send their children to school without being driven out of their ground

as has heretofore been frequently done; and how impossible it would be to try to keep half-breeds out, as they are so intermixed—some of the so-called old Indians even being more or less mixed. After the above questions were thoroughly discussed, it was unanimously agreed to sign a petition to be forwarded to the Commissioner of Indian Affairs for his approval of all the above actions; it was also agreed that, if any of the members were found incapable to perform his duties by lack of energy or incompetence, or found not to work for the interest of the Indians, another man shall be appointed by the band and confirmed by the committee, to take his place at any time.

Business finished. Meeting discontinued.

A. DENOMIE, *Secretary.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, February 2, 1889.

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.:

SIR: Upon examination of the contracts between John B. Denomie and certain Indians of the Bad River Reservation, transmitted with your letter of January 25, 1889, it is found that the contract with Josette Chingway does not properly describe the land patented to her.

The description given in the contract is the N. $\frac{1}{4}$ of SW. $\frac{1}{4}$ Sec. 29, T. 48, R. 3 W., while the tract book shows that the patent covered the W $\frac{1}{2}$ of SW. $\frac{1}{4}$ of said section. The contract is herewith returned.

Very respectfully,

JNO. H. OBERLY,
Commissioner.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., January 25, 1889.

SIR: I have the honor to submit herewith, for Department action, fourteen contracts and amendatories thereof for the sale and delivery of pine timber, made by the following members of the Bad River band of Chippewas with Edward Haskins, of Odanah, Wis.: Abi-tash-kam-o-kwe, Joe Buffalo, heir of She-ba-ge-jig, jr., deceased; Na-wanda-go-kwa, sr., Charlotte Candecan, Kwa-ke-e-ga-she-go-kwa, Oga-ba-ge-won, Frank Chingway, She-ba-je-wan-o-kwa, Wa-wis-e-ge-shig, On-deg, Charlotte Haskins, John Blackbird, Mi-zi-gan, Ke-wa-din-o-kwa.

A bond with two approved sureties accompanies each contract and renewal.

The prices per 1,000 are the same as last year. Only small amounts remain, and they are very much scattered. It will cost the contractor a great deal more to log, and he will get less for his timber, as it will not average nearly so high a grade as last year.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

HON. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., January 26, 1889.

SIR: I have the honor to submit herewith, for Department action, one contract for the sale and delivery of pine timber made by Kwe-sesh-ance, or Blackbird, of Odanah, Wis., with Edward Haskins, of Odanah, Wis.

A bond with approved sureties accompanies said contract.

This allotment has been cut over last winter and most of the timber removed. Only about 50,000 feet remain, and it will be for the interest of the allottee to have it removed.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

HON. JOHN H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.

FOND DU LAC RESERVATION,
La Pointe Agency, Cloquet, Minn., January 26, 1889.

To the Hon. Commissioner of Indian Affairs, Washington, D. C. :

Whereas there are about three hundred men engaged in cutting timber and skidding and hauling logs on the Fond du Lac Indian Reservation in Minnesota, and whereas violence to the Indians has been threatened by some of the said men, and the Indians are prevented from going upon their respective claims, fearing violence from loggers, and the presence of said men upon said reservation is detrimental to the welfare and peace of the Indians;

Resolved by the Fond du Lac band of Chippewa Indians in council assembled, That we petition, and we hereby do petition, the Commissioner of Indian Affairs to employ the military forces of the United States to remove said trespassers, and we hereby authorize John Brennan and B. F. Hutchins, attorneys, of West Superior, Wis., and J. M. Vale, attorney at law at Washington, D. C., to appear in said matter in our behalf before said Commissioner.

MICHAEL DEFAULD (with mark), *Chairman.*
F. LADUKE, *Secretary.*

In presence of—

J. I. COFFEE,
E. DANIELSON.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., January 23, 1889.

SIR: I have the honor to submit herewith, for Department action, five contracts for the sale and delivery of pine timber made by the following members of the LaC Court Oreilles band of Chippewas with the Valley Lumber Company, of Eau Claire, Wis.: Ne-bow-i-kwe-kitchi-aki-wenzie, John Mishler, Ba-kwan-ches, Mo-kitchi-wa-no-kwe-Go-gi-sheff.

A bond with approved sureties accompanies each contract.

In regard to the price paid per 1,000 I have the honor to state as follows:

Ne-bow-i-kwe-kitchi-aki-wenzie, \$1.75 per 1,000. This allotment has been cut over and the best timber taken off. The remaining timber is coarse and scattered, and is not worth more than \$1.75 per 1,000.

Ba-kwan-ches, \$1.50 per 1000. This allotment has been cut before, and the remaining timber is small and of poor quality and not worth more than the price given.

Mo-kitchie-wa-no-kwe, \$1.75 per 1000. Only about 50,000 remain on this allotment, and the contractors can not afford to give more for picking up such a small amount.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

[Telegram.]

ASHLAND, Wis., January 23, 1889.

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

Farmer at Lac de Flambeau reports A. M. Sherman and John T. Cosgriff continue cutting and hauling logs. This is the only reservation where work proceeds contrary to instruction.

GREGORY, *Agent.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 23, 1889.

SIR: I have the honor to acknowledge the receipt of your communication of this morning, in which you desire me to transmit to-day, and as early as possible, the correspondence between this office and Agent Gregory, and all other communications relating to logging operations at the La Pointe Agency, including the contracts which have been made under the instructions given during the autumn of last year.

In compliance therewith, I transmit a portion of the printed report of the proceedings of the Select Committee of the Senate on Indian Traders in the matter of the in-

vestigation of the method of allotting lands on certain Chippewa reservations, and the system under which Indians are allowed to sell timber, etc., in which will be found (pages 1117 to 1198) all the correspondence referred to on file and of record in this office between July 1, 1888, and December 18, 1888.

I also transmit all letters received from Agent Gregory since said last date, and copies of all letters addressed to him since that date.

The telegraphic correspondence between him and this office is embodied in my report of the 26th instant.

I also transmit all contracts made during the present season now on file in this office, and certain communications relating thereto.

Very respectfully, your obedient servant,

JNO. H. OBERLY,
Commissioner.

The honorable the SECRETARY OF THE INTERIOR.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 29, 1889.

GREGORY, *Agent, Ashland, Wisconsin :*

In accordance with instructions of the Department, I hereby authorize you to permit the resumption of cutting and hauling under contract made for the completion of contracts of the season of 1887-'88 that were interrupted by the order of this office dated March 13, 1888, and also the resumption of cutting and hauling under all new contracts made for the present season. But you are instructed that such authorization is limited to the fulfillment of such contracts only as have been made in accordance with blank forms of contract heretofore furnished to you and with instructions heretofore given to you upon this subject, and that no cutting or hauling shall be done upon any allotments that have not been approved by the President.

But the order to stop cutting upon any other lands or by any person upon any lands without authority of such contracts must be rigorously enforced by you. If, however, logs in any considerable quantity have been cut upon unallotted lands, or upon allotted lands the allotment of which has not been approved by the President, or upon approved allotments without authority under contract, you may allow such logs to be hauled to the streams for driving in the spring, care being taken to have them marked respectively by a different mark, so that their identity may be determined and preserved, and you must also take care not to permit such logs to pass into the possession of any person until it shall be determined whether they belong to the Government. The contracts as approved will be forwarded to you, it being understood that the resumption of cutting thus authorized is allowed upon the condition that the price per thousand feet named in any contract may be modified by me if any modification shall be found to be in my judgment necessary. Detailed instructions will be at once sent to you by mail.

JNO. H. OBERLY, *Commissioner.*

In the matter of cutting timber on the Fond du Lac Indian Reservation, in the State of Minnesota.

The Fond du Lac band of Chippewa Indians, by their attorneys, B. F. Hutchins and John Brennan, respectfully represents :

I.

That for the last six weeks and upwards Patrick Hynes and Andrew Gowan have been cutting timber on the Fond du Lac Indian Reservation; that the said Hynes has now in his employ or under his supervision about two hundred and fifty men, and the said Gowan about one hundred men; that they are cutting timber on lands allotted to Indians, which allotments have not yet been approved by the President; that the said Hynes and Gowan have so far this season cut and placed upon skids about 40,000,000 feet of logs.

That they are making preparations to bank said logs and will do so and remove them if not restrained. That said cutting has been done with the knowledge of the Government farmer, H. T. Young, on said reservation and that he has taken no steps

to prevent the same, but on the contrary has connived at the said unlawful acts of the said Hynes and Gowan and aided and abetted them. That he, the said Young, has used his position as farmer to compel the Indians to contract their timber with the said Hynes. That when the said Young received orders from J. T. Gregory, Indian agent at La Pointe Agency, to have the cutting stopped on said reservation, instead of obeying the same he set to work to procure the signatures of Indians to a written instrument the contents of which complainants are unable to ascertain.

That we have by our attorneys investigated the manner in which the signatures to said instrument were obtained, and after interrogating eight of said persons, were unable to ascertain the nature or character of said instrument for the reason that none of said persons so interrogated knew the contents thereof. That after the 1st day of December, 1888, the said Hynes entered into a contract with Louis Winnebashe, to whom an allotment was made for a minor child, James Winnebashe, on October 3, 1888, or the NW. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ section 33, township 50, south of range 17 west, to cut timber on land allotted to said minor child. That as we are informed and verily believe the said Young knew of said contract and assisted in bringing the same about.

Wherefore we pray that said cutting be stopped, that the said Young be removed, and that some suitable person of known honor, honesty, and integrity be appointed in his stead; that we be allowed to sell said logs and receive the proceeds thereof without being in any way subject to the control of either the said Young or the said Gregory. We ask that we be allowed to enter into a contract for the sale of said logs and forward the same direct to the honorable Commissioner of Indian Affairs for his approval. And thus in duty bound shall we ever pray.

B. F. HUTCHINS & JOHN BRENNAN,
Attorneys for the Indians.

STATE OF MINNESOTA, *County of Carlton, ss :*

Michael Defauld and Antoine Naganup, being duly sworn on oath, each for himself, says: That he is a member of the Fond du Lac band of Chippewa Indians. That he has had interpreted and explained to him the foregoing complaint, and that he knows the contents thereof, and that the same is true of his own knowledge excepting those matters therein stated on information and belief, and as to those matters he believes it to be true.

MICHAEL (his + mark) DEFAULD.
ANTOINE NAGANUP.

Subscribed and sworn to before me this 14th day of January, 1889.

[SEAL.]

H. B. ALLEN,
Notary Public, Carlton County, Minn.

WASHINGTON, D. C., *February 1, 1889.*

To the honorable Secretary of the Interior

(Through the office of the Commissioner of Indian Affairs, Washington, D. C.):

SIR: In the matter of depredations upon timber on the Fond du Lac Indian Reservation I have the honor to submit herewith a resolution of the tribe, adopted on the 26th ultimo, detailing threatened violence to Indians who wished to mark their logs which had been cut; that such Indians had been ordered away and cautioned not to return in a threatening manner; that the farmer, Young, is operating in collusion with the parties committing the depredations, and showing, in effect, that the reservation, or such portions of it as is occupied by the loggers, is completely under the control of such parties, and such intimidation has been practiced as to preclude Indians holding allotments on which timber has been cut from ascertaining the amount of timber cut or to mark the same; that the presence of the trespassers is detrimental to the interests, welfare, and peace of the Indians, and requesting the use of United States troops, if necessary, to remove them.

I am also advised by John Brannen, esq., local counsel, who has given the matter special and careful investigation, that the farmer, Young, is not and has not been acting in harmony with the orders received from the Commissioner of Indian Affairs; that he in some cases charged Indians \$50 in connection with the selection of allotments; that he has made false reports to his superiors touching the condition of affairs on the reservation, and has arrayed himself against the Indians and has acted with the depredators; that timber has been cut from many allotments wherein minor heirs had interest, some fifty in all; that contractors knew the legal status of such al-

lotments and designedly continued to control such, knowing the defenseless condition of claimants; that the orphans' court of the State will not take jurisdiction of the estates of decedents or the minor heirs of such decedents on the reservation, and that no guardians have been appointed for such minor heirs, and that they are wholly at the mercy of their enemies and the enemies of their interests; and that by reason of a system of exchange of goods for timber, the goods being purchasable only from the loggers at extortionate rates, the price nominally agreed upon per thousand for timber contracted is reduced one-half; that making the contracts for cutting was a condition precedent imposed by the farmer to selecting allotments, and that in various other modes the Indians have been oppressed and swindled by the duplicity of the farmer, exercised in the interests of the unscrupulous and mendacious thief.

I have not as yet received from the Indians in question a formal contract, as provided in section 2103 of the Revised Statutes of the United States, such contract being now in the hands of the Indians and in course of preparation for submission for the approval of the Secretary of the Interior and Commissioner of Indian Affairs. It will be submitted for such approval in the near future, and as soon as received after tribal sanction. The exigencies of the situation are such as to demand immediate action, pending preparation and execution of the contract. Attention is, however, invited to authority informally conferred upon me by action of the tribe herewith.

I have to request that orders be issued restraining cutting upon allotments of minors or wherein minors have interests; that interested Indians and their attorneys or agents be permitted by specific orders to count and mark logs and timber cut; that such permission extend to the counting and marking of logs cut from allotments in which minors have interests and from unallotted lands; and that such other action be had in the premises as will secure to the Indians the full value of any and all logs cut from allotments under contracts which have been approved or may hereafter be approved; and that cutting upon lands not included in approved allotments be inhibited and punished, or upon lands not included in approved contracts, and that competent persons be detailed to investigate and truthfully report upon the situation at the Fond du Lac Reservation, who shall be wholly free from a suspicion of complicity with the parties now committing the depredations.

Respectfully,

J. M. VALE,
Attorney for Indians (pending execution of contract).

In the matter of cutting timber on the Fond du Lac Indian Reservation, in the State of Minnesota, and the removal of the same therefrom.

The Fond du Lac band of Chippewa Indians respectfully represents and shows to the Commissioner of Indian Affairs—

I.

That during the months of November and December, 1888, and the month of January, 1889, Patrick Hynes, Andrew Gowan, and other loggers whose names are unknown to complainants, went upon said reservation and cut about 40,000,000 feet of logs. That said logs are now on said reservation, and the entire amount thereof, with the exception of about 4,000,000 feet which are banked, are on the respective parcels of land upon which they were cut. That the said Hynes and Gowan have their crews and loggers, composed of white men, still on said reservation cutting timber, which they during the last month fell, and are removing the same. That the said Hynes has heretofore threatened violence to the Indians if they would interfere with his logging operations in said reservation; that he has said he would cut the timber on said reservation in spite of the Indians, and when he got through doing that he would cut the Indians.

That some of the Indians having allotments upon said reservation whose timber has been cut by said trespassers went upon their claims to mark their logs so cut and to ascertain the amount thereof; that they were in an angry and threatening manner ordered off their claims and ordered not to be caught thereon again; that the foreman in one of the camps, whose name is James Brown, threatened if he caught the Indians around his camp he would use a double-bitted ax on them; that the Indians are afraid to go on their respective allotments for the purpose of ascertaining the amount of timber cut, or who said trespassers are, or for any other purpose, for fear of violence from said loggers; that the presence of said trespassers upon said reservation is detrimental to the interests, welfare, and peace of the Indians thereon.

II.

Wherefore we pray that you employ the military forces of the United States to remove said trespassers from said reservation, and we hereby authorize J. M. Vale, esq., an attorney-at-law of Washington, D. C., to appear before the honorable Commissioner of Indian Affairs, the Department, and Congress, to represent us in said matter.

MICHAEL (his x mark) DEFAULD,
Chairman.

F. LA DUKE,
Secretary.

STATE OF WISCONSIN, *County of Carlton, ss :*

Michael Defauld and Frank LaDuke, being duly sworn, on oath, each for himself, says that he is a member of the Fond du Lac band of Chippewa Indians. That he has heard, read and had interpreted to him the foregoing complaint and knows the contents thereof; and that the same is true according to his best information, knowledge, and belief.

Subscribed and sworn to before me this 26th day of January, 1889.

MICHAEL (his x mark) DEFAULD.
F. LA DUKE.

Sworn and subscribed to before me this 26th day of January, 1889.

[SEAL.]

H. B. ALLEN,
Notary Public, Carlton County, Minn.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, February 2, 1889.

SIR: In the form of a new contract for the sale of pine timber sent you December 8, 1888, a foot-note was accidentally omitted.

This note refers to the blank left in the contract for the description of the land from which the timber is to be cut, and is as follows:

"In this blank insert a description of the land only from which the allottee desires to sell timber. If such land is less than a 40-acre tract it must be properly described as a fractional part thereof."

The object of this note is to show that an allottee may sell the timber on any portion of his tract (5, 10, or more acres), while the form of contract without the note might be misconstrued to mean that he must sell *all* the timber on his allotment.

I inclose a correct form of contract. The note should be included in all contracts hereafter printed.

Very respectfully,

JNO. H. OBERLY,
Commissioner.

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Wis.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, February 5, 1889.

GREGORY, Agent, Ashland, Wis.:

It is again reported here that cutting is proceeding on the Fond du Lac Reservation. Permission given in telegram of 29th ultimo does not apply to Fond du Lac, as no renewed or new contracts have been presented to this office. The order to stop cutting upon this reservation must be vigorously enforced.

JNO. H. OBERLY,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, February 5, 1889.

SIR: Referring to your letter of January 29, 1889, in the matter of timber-cutting upon the several Indian reservations within the La Pointe Agency, Wis., I have con-

sidered your suggestion therein that a special agent of this Bureau, or an inspector of the Department, be sent to that agency for the purpose of making certain investigations, and had determined to send a special agent for that purpose, but upon further consideration I have concluded that the investigation can be made in a shorter time, more advantageously and with better results by detailing, for that purpose, a clerk from this office who is perfectly familiar with all the treaty provisions with these Indians, the allotment of the lands, and all the transactions connected with the question of timber-cutting upon these several reservations. I therefore have the honor to recommend that Mr. James F. Allen, a clerk of class 3 in this Bureau, be detailed for the purpose indicated, and that he be allowed his actual and necessary traveling and incidental expenses, including subsistence, while in performance of the duties assigned him, the same to be paid from "Contingencies, Indian Department."

Very respectfully, your obedient servant,

JNO. H. OBERLY,
Commissioner.

The honorable the SECRETARY OF THE INTERIOR.

[Telegram.]

ASHLAND, WIS., *February 5, 1889.*

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

I informed loggers on Fond du Lac Reservation through the farmer that all cutting must be stopped. Farmer reported that cutting had stopped. Have telegraphed to find out.

GREGORY, *Agent.*

[Telegram.]

ASHLAND, WIS., *February 6, 1889.*

To COMMISSIONER OF INDIAN AFFAIRS, *Washington, D. C. :*

Leave to-morrow to make Vermillion Lake payment; shall be gone ten days or more. No cutting going on at Fond du Lac Reservation.

GREGORY, *Agent.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 26, 1889.

SIR: I have the honor to call your attention to certain facts relating to timber cutting operations on the Chippewa reservations, La Pointe Indian Agency.

On October 20, 1888, I had the honor of addressing to you a communication on the subject of logging on the reservations of the La Pointe Agency, in which I transmitted to you certain information that had been called for by you on July 31, previous. In that communication I said:

"I would recommend that the agent be specifically instructed to allow no cutting whatever until officially notified that the contract therefor has been approved."

On October 22, in reply to my communication, you gave me, among other instructions, the following:

"(1) The agent should be immediately instructed to send to your office all contracts in his office, or within his control, which have heretofore been made between the Indians and any contractor, and he should be instructed to permit no cutting of timber to be done on tracts of land embraced in such contracts until you shall have considered and approved them."

Under this direction I sent to Agent Gregory, on October 22, the following telegram:

"Forward to-day all contracts between Indians and contractors for cutting timber that are on file in your office or under your control, and which have not been approved by this office. You may permit cutting under all contracts that have been heretofore submitted and approved in due form, and which have not been fully performed; but you must permit no timber to be cut under any contract that has not been thus submitted and approved."

Prompt attention was not paid to this telegram, and on October 25 I again telegraphed as follows:

"Have you received my telegram of 22d relative to timber contracts? If so, telegraph what action you have taken."

To this, on October 23, the agent replied by mail, forwarding forty-four contracts for the sale and delivery of certain pine timber, and on October 26 telegraphed as follows:

"Have forwarded contracts in my possession, and notified contractors to complete their incomplected contracts."

On October 29, referring to this telegram, I instructed the agent in reference to the renewal of incomplected and the making of new contracts, and again instructed him as follows:

"It must be distinctly understood that no operations can be commenced until you are notified that the contract has been approved by this office, and that no contracts should be made for the sale of timber upon tracts when the allotments have not been approved by the President."

On December 8, 1888, I transmitted to him a form of original contract for the sale of pine timber, with instructions to permit no operations to be commenced on any tract until he had received notice of the approval of a contract covering the same.

On December 11, 1888, I received a communication from Messrs. Hutchins and Brennan, of West Superior, Wis., transmitting a copy of a complaint against Patrick Hynes and others in connection with logging operations on the Fond du Lac Reservation, purporting to be signed by seven members of the Fond du Lac band, and of an affidavit, purporting to be signed by some sixty-nine members of said band, and giving the proceedings of a council held by said Indians November 20, 1888.

In these papers it was alleged that Hynes had obtained his contracts by fraud, had violated their terms, and was then making preparation to enter upon their lands and cut and carry away their timber without their consent.

On December 17, 1888, I acknowledged the receipt of a list of uncompleted contracts between Patrick Hynes and Andrew Gowan and certain Fond du Lac Indians, from Agent Gregory, and informed him that only nine of Hynes's contracts and five of Gowan's covered lands the allotment of which had been approved by the President.

I also informed him of the papers received from Messrs. Hutchins and Brennan (copies of which were subsequently transmitted to Agent Gregory December 20, 1888), and directed him, in case any of the old contracts were presented for approval, to take the greatest pains possible to ascertain whether the Indian parties to the renewal had been imposed upon in any manner, and if any suspicion attached to withhold his approval; also to bear in mind his previous instructions and prevent at all hazards any entry upon lands the allotment of which had not been approved by the President.

His attention was also called to section 5388 of the Revised Statutes, as amended by the act of June 4, 1888 (25 Stats., 166), and to the fact that lands, the allotment of which had not been approved by the President, were still in a state of reservation and within the protection of the statute.

On December 22, 1888, the Acting Commissioner telegraphed Agent Gregory as follows:

"Reported here that Hynes is cutting timber on Fond du Lac Reservation. Cutting must be stopped immediately. Report facts."

On January 3 the following telegram was sent to him:

"Report called for in telegram of 22d ultimo not received. What is the cause of delay? It is again reported that Hynes is cutting timber. This must be stopped. Report what you are doing in the matter."

On the 5th instant Agent Gregory telegraphed as follows:

"Have ordered Hynes to remove from reservation. Will send report as soon as I hear facts from farmer."

It appears that if Agent Gregory did order Hynes to remove from the reservation, the truth of which statement I doubt, Hynes paid no attention thereto; and there is reason to believe that the agent made no attempt to obtain the facts from the farmer, and if he did, and obtained them, he did not report them as he had promised to do. Therefore, and for the reason that other reports of continued timber cutting had reached this office, he was again telegraphed to on the 16th instant, as follows:

"Reported here under date of 12th instant that from five hundred to six hundred men were then cutting timber on Fond du Lac Reservation; that Hynes has two hundred and fifty and Gowan as many; that 40,000,000 feet had been cut and is now on the skids, and that Farmer Young is doing nothing to stop the cutting. You will report by telegraph immediately whether these statements are true in whole or in part. If true, you will put a stop to cutting and prevent the removal of any and all timber that has been cut. You must act promptly in this matter and report fully your action.

"Steps will be taken to secure the prosecution of all trespassers."

No reply was made to this by Agent Gregory until the 18th instant, when I received the following:

"Have notified Hynes and Gowan, if cutting, to stop at once. Will visit reservation Monday and investigate the matter."

Observing the phraseology, "if cutting," I immediately telegraphed as follows:

"Is it a fact that Hynes and Gowan, or others, have been cutting timber on Fond du Lac Reservation? A specific answer is required by wire immediately."

To this the agent, on the same day (18th instant), replied as follows:

"Do not know whether Hynes, Gowan, or any one else has been cutting on lands on which they were not authorized. Will make a personal investigation at once and report."

Observing the phraseology, "cutting on lands on which they were not authorized," I telegraphed again, on 19th instant, as follows:

"Has Hynes, Gowan, or any one else been cutting, with or without authority from you or any one else? You have avoided specific answer to telegram of 18th instant."

To this Agent Gregory replied on same date as follows:

"Government farmer at Fond du Lac wires me there has been some cutting on lands not patented or approved."

This telegram was followed by another of the same date, as follows:

"The Government farmer at Fond du Lac wired me this morning that Hynes and Gowan have been cutting on unpatented lands. They have had no authority from me to do so."

It will be observed that the agent is careful to say that he has not authorized the cutting of timber on unpatented lands, but he does not say that he has not authorized cutting on patented lands, and on approved allotments, although he was instructed to allow no cutting except on allotted lands, the allotment of which has been approved by the President, and not upon such lands except under contracts approved by this office; and no such contracts have been forwarded to him.

Following up this indication that Agent Gregory had utterly disregarded the orders of this office, made upon your express direction, I sent to him on the 20th instant the following:

"Your telegram of 19th as to cutting by Hynes and Gowan on Fond du Lac received. Has any timber been cut on any of the other reservations within your agency since you received instructions to permit no cutting until contracts had been approved by this office? If so, immediately inform me on what reservations the cutting has been done, and of the names of the parties who have been cutting. If cutting is now in progress it must immediately and peremptorily be stopped. You are particularly directed not to permit Hynes or Gowan or any person who has been cutting on any reservation of your agency, or any other person, to remove any of the timber that has been cut."

To this he replied, on the 21st instant, as follows:

"Cutting has been done on Bad River Reserve by Maxim Haskins, Denomie, Brown, and Lyons & Sullivan; at Lac Court Oreilles Reserve by Valley Lumber Company, England, Thomas & Clark, and Carroll & Hoffman; on Lac de Flambeau Reserve by Henry and Sherman. Have notified all parties not to remove any of the timber."

To this, on the same day, I made the following reply:

"Information reaches this office that timber heretofore cut is being hauled off. This is in direct violation of instructions to you. The fact disclosed by your telegrams, that cutting has been going on in violation of express orders to you, and the fact of your evasive replies to telegrams from this office, leads me to believe that you have, to say the least, been very derelict in the performance of your duties. I repeat, that all cutting and removal of timber must be immediately stopped. I desire a full and complete report concerning this whole matter."

And to this, on the same day, the agent replied as follows:

"Your telegram received. Will send a detailed report to-morrow by mail."

This was received by me on the 22d instant, and was replied to as follows:

"Your telegram of 21st received. I desire to be informed by wire whether or not timber heretofore cut is being removed."

To this the reply was as follows:

"Have given orders that no timber is to be removed. Do not know whether orders are obeyed or not, as reservations are too far apart for me to visit them in less than ten days, but presume they are. Have notified farmers to inform me if any person persists in removing timber."

But this was not satisfactory, and I therefore telegraphed as follows:

"Your telegram of 22d received. On what date did you give orders to farmers not to permit cutting of timber, and when did you give orders to farmers not to permit removal of timber? Has any timber been removed since you received orders not to permit cutting until contracts had been approved?"

And this I supplemented as follows:

"Information reaches this office this morning that cutting and hauling of timber continues, and that loggers threaten violence to all interfering with them."

"Are loggers still cutting and removing timber, and do they threaten violence as alleged?"

Evading, as you will observe, a candid reply to the question, "On what date did you give orders to farmers to not permit cutting of timber?" the agent replied as follows:

"Notified all farmers on 21st to have all cutting and hauling stopped at once. Farmer Young reports that all work has stopped. Have received no reports from the other reservations. Have heard of no loggers threatening violence, and do not believe that they have made any such threat. Timber has been removed up to date of my order."

From the foregoing report of a telegraphic cross-examination of Agent Gregory made by me, it is made evident that unauthorized timber-cutting has been for a long time in progress on the Chippewa reservations, both on allotted and unallotted lands.

No contracts for cutting on any of the reservations of the La Pointe Agency have been approved by this office (with the exception of seven, the approval of which has not been made known either to the parties or Agent Gregory), so that any cutting of timber on these reservations is without authority and in violation of the instructions of this office and the Department, which both the agent and the contractors seem to have entirely ignored.

From the statements of the Fond du Lac Indians and the attorneys claiming to represent them, it is apparent that timber has been cut from allotted lands without the consent and against the wishes of the allottees.

Under the recent opinion of the Attorney-General (September 21, 1888) it is evident that trespassers on allotted lands are not liable to punishment under the criminal statutes, the only remedy being an action in trespass by each allottee, in case the timber has been cut without consent.

For cutting on lands the allotment of which has not been approved by a competent authority, the parties are clearly liable under section 5388 of the Revised Statutes, as amended.

I am of the opinion that all persons guilty of violation of the statute should be prosecuted to the extent of the law, and to that end I have the honor to recommend that the matter be laid before the Department of Justice, with the request that the proper district attorney be instructed to commence proceedings against all parties who have violated the statutes, and that the opinion of the Attorney-General be requested as to the legal means that may be used to protect the interests of the allottees whose timber has been cut without their consent.

And in order that all the facts may be properly laid before the Department of Justice, with the names of the trespassers, quantity of timber cut, and with description of the several tracts cut over, a thorough investigation of the matter should, in my opinion, be made on the ground, and for this purpose I have the honor to recommend that the Assistant Commissioner of Indian Affairs, Hon. John J. Enright, be authorized to proceed to the La Pointe Agency, the several reservations attached thereto, and such other points as may be necessary, and that a clerk be detailed from this office to accompany and assist him in the investigation.

I would also suggest that the resignation of Agent Gregory should be accepted, and that a special agent should be put in charge of the agency.

And in conclusion I desire to call your attention to the many hardships, and probable financial ruin, that may be entailed upon those parties who have been cutting under the impression that they had the right to cut under Agent Gregory's authority to cut. Upon this subject I deem it proper to say, that while I have considered it my duty to strictly comply with your many repeated orders to not permit unauthorized cutting to be done—to not permit any cutting excepting under approved contracts—I nevertheless believe that it would be manifestly unjust to carry this order to its logical effect, and not permit men who have cut timber upon approved allotments under contracts that only lack the formality of approval by me to lose the timber thus cut and the payments that have been made in good faith upon such contracts.

I therefore suggest that I be authorized to ascertain the contractors that have been cutting timber under these circumstances, and to relieve them of the effects of Agent Gregory's failure in his duty, by permitting them to continue to cut under their contracts, and to remove the timber heretofore cut under such contracts.

With the above statement of facts and expressions of opinion the matter is submitted, with request for such instructions as you may deem proper in the premises.

Very respectfully, your obedient servant,

JNO. H. OBERLY,
Commissioner.

The honorable the SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, January 29, 1889.

SIR: I have considered your letter of the 26th instant, relating to the logging operations on the reservations connected with the La Pointe Agency, and have made such examination as I have found time for of the correspondence and contracts submitted by your letter of the 28th, received last evening. It appears that, in pursuance of the instructions of the Department, under date of the 22d of October and the 3d of December last, a considerable number of contracts have been renewed or made between Indians owning approved allotments and various different persons engaged in the business of logging, stipulating for the conduct of logging operations on the respective lands mentioned in such contracts, and that in all cases these new contracts contain an express stipulation for the payment to the Indian of at least a certain assured price for the timber taken, leaving also a further margin of possible gain to the Indian of whatever may be secured beyond that, if anything, under the old form of contract.

Bonds have been given by the contractor in every case, also, as required, to secure the payment of the price stipulated absolutely to be paid. The price in every instance has been agreed upon between the Indian owner and the logger, and the agent, who is familiar with the business and the country, appears to have approved the price in every instance as reasonable and fair, and to have stated reasons upon which his judgment is based. These contracts were all made with the design of being executed during the present winter, and accordingly it appears that the contractors made preparations, as they were bound to do, immediately after the execution of the contracts for the necessary work to fulfill them. The nature of the business is such that large outlays must necessarily be made by the contractors to accomplish the work. Logging camps have to be established in the woods, not unfrequently at considerable distances from the source of supplies, a considerable equipment of teams, tools, and material to be provided, logging roads in many cases to be cut, and a large number of men, many of them experts in the business, to be employed.

It is obvious that prudence requires the loggers to begin their work as early as possible, generally before the winter sets in, and that whenever they are delayed additional expense is caused. Whatever increases the expense of the fulfillment of these contracts diminishes the chance that the Indian may realize gains in addition to the stumpage value of the timber, which, under the new contracts, has been sought to be secured to him absolutely without risk. The consequence of delay under these contracts is one which, therefore, falls in part upon the Indian owner, and, if such expense be much increased, may be very heavily visited upon the logger under the new contracts, which stipulate an absolute price for the stumpage to be paid to the Indian. It was with a view to this condition that the following quoted clause was inserted in the letter of instructions of the Department to you on the 22d of October, viz:

"Immediate consideration should be given to all cases of contracts existing, and approval of those which should be approved should be made at the earliest possible date, and instructions given to the agent in regard to the execution of the contracts, or the execution of so much as remains to be done for their full performance. The lateness of the season requires this to be done with the greatest expedition in order to prevent injury to the Indians."

This clause was introduced in view of the direction that the agent should be instructed to permit no cutting of timber to be done until you had considered and approved the contracts. It appears to have been the usage of the Indian Office during many years to impliedly, at least, allow the contractors to proceed after the contracts were made with the Indian owners and approved by the agent, without waiting for the approval by your office. Necessarily this course had to be pursued by the contractors unless approval was promptly made by your office; and this becomes especially true when the contracts were, as in the present case, made late in the fall, and even after the beginning of the winter.

It appears from your communication that you have so far advised the agent of the approval by you of none of the contracts, although the period within which their execution could possibly be completed has now perhaps half passed away, and it appears further that, in reliance upon the expectation that these contracts which had been modified in accordance with instructions and their performances secured by sufficient bonds, would be promptly approved, the contractors have not only perfected their preparations, but begun cutting the timber in accordance with them. All this work has been stopped by your orders to the agent, because you have not yet notified him of your approval of the contracts. In his recent report, dated the 22d of January, the agent says:

"The contractors, with large and expensive outfits on their hands, have been compelled to wait over two months in suspense, their expenses eating up their profits and impairing their credit. I notified all of them what the instructions of the Department were in regard to cutting before contracts were approved, and more than that I could not do. Loggers can not commence to log the 1st of February and make any

money, and relying upon the instructions of the Indian office that Indians who owned timber could sell it, and knowing that they were cutting in good faith and were ready and willing to pay all the timber was worth, I presume they went on to prepare their roads and get the logs skidded ready for hauling when the snow would come. Very little hauling has been done, and most of the timber cut is still in the woods. The winter is an open one, and the order to stop hauling the logs already cut and skidded means ruin not only to the contractors, but also to many merchants and mill-owners in towns adjoining the reservation. Now is the most valuable time, for the snow is very light and likely to go at any time, and when once gone it will not come again. The logs left in the woods will become food for the worms and flames.'

Generally speaking, these statements are probably well supported by the facts. Unless the operations contracted for under your orders can be conducted to completion during the present winter not only will the Indians suffer much loss in being deprived of the gains they might otherwise make but doubtless the distress of the contractors and parties involved will be serious. Under these circumstances, it seems to me that the proper course to pursue is to give immediate attention to the question of approval of these contracts. The explanations furnished by the agent, so far as I have been able to examine them, appear to be reasonable, and, if the statements made are true, the prices to be fair. I see nothing disclosed to awaken any suspicion in regard to the sufficiency of the price. There is great difference in the value of different bodies of timber, and the price is also necessarily much affected by the location of the timber, the distance from the streams upon which the logs may be driven in the spring, and other circumstances affecting the cost of cutting and driving logs to market.

If, however, you entertain in any case a doubt as to the sufficiency of the price, upon which point alone I suppose the approval to be in suspense, since in all formal particulars the contracts appear to be in accordance with your instructions and to be sufficiently secured, I suggest that you send a competent special agent at the earliest possible date to the reservations and direct him to make the necessary inquiries and report which will furnish such information as will satisfy you upon this point and also upon any others in regard to which you may desire further information. If you have no special agent who is sufficiently acquainted with the subject, I will detail an inspector for the purpose. On this point I will thank you for immediate advice so that no delay shall ensue.

Meantime, in view of the facts that the Indian owner, the party chiefly interested in a good price, has agreed upon the price mentioned in these contracts respectively, that these Indians are generally well informed in respect to matters of this kind and watchful to secure good terms in their dealings, and that the agent has reported the prices named to be fair, and also in view of the fact that the winter is already so far spent, of the great outlays which have been made by the contractors and of the serious consequences which must ensue from the interruption of the contracts, and of the loss which every day's interruption at this time causes, I think that the operations which have been begun in fulfillment of these contracts upon approved allotments, which belong to the Indian owner absolutely, should be permitted to be at once resumed, subject to your approval of the contracts hereafter, with such modification of the price, if any modification be found necessary, as may be demanded in your judgment.

This course will relieve the present difficulty; will leave the title and possession of the logs still in the Indian and subject to the control of the office and agent, and appears to expose the Indian owner to no risk of injury, and to leave his rights still fully under the guardianship of your office.

Such an authorization must be limited to the fulfillment of the contracts mentioned in the instructions of the Department to you under date of the 22d of October and the 3d of December upon this subject, being such contracts only as have been made in accordance with the forms and instructions furnished by you and for timber only upon approved allotments.

If any cutting has been made upon any other lands, or by any persons upon any lands not authorized by such contracts, the orders to stop it must be rigorously enforced. If, however, logs in any considerable quantity have been cut under such circumstances, it would appear to be wise to allow them to be hauled to the banks for driving in the spring, being carefully and properly marked so as to determine and preserve their identity, if the persons who have cut them are willing to undergo the risk of the expense. This course is necessary to preserve them from loss for the Government if they prove to belong to the Government, and no justification can be given to your office for the supposed trespass.

Your letter indicates no such cutting upon any reservation except the Fond du Lac Reservation. Upon this, a communication from you to Agent Gregory, under date of the 17th of December, indicates that at least nine contracts with a contractor named Patrick Hines are upon approved allotments, while other allotments have been approved which it seems another logger by the name of Gowan is reported to have some

contracts upon. There appears reason to suppose that these persons have been cutting upon lands not contracted for, or not allotted so as to be within the terms of the instructions. The extent to which this has been done does not appear, and inasmuch as the agent reports all cutting stopped upon this reservation it seems best to await report upon the facts before directing any special action in regard to that reservation.

It needs not to be said that proceedings to protect the interests of the United States and to punish violations of the laws should be taken by the Department of Justice when occasion requires; but before this Department requests the action of the Department of Justice it is usual and necessary to procure such information as will enable the Department of Justice to proceed intelligently. It is this Department which is provided with special agents and inspectors for the purpose of ascertaining the facts requisite to authorize the institution of proceedings; and when such facts can be ascertained, and the names of witnesses secured, proper action will be taken. For this purpose the special agent or inspector who may be sent, under the previous suggestions in this communication, should be instructed to make the necessary inquiries.

A nomination is pending before the Senate of a person to be agent at the La Pointe Agency who is believed to be amply qualified for the duties of the office, and who is acquainted with the country and the business. I know of no special agent in the service who has any such qualifications as the present agent possesses; and, notwithstanding that agent's earnest request to be relieved, several times repeated, I doubt if the interests of the service and the Indian would be promoted by placing any special agent of your office in charge of that agency at this time. It may be hoped that the nomination pending will soon be confirmed, and that any inconvenience resulting from present conditions will be relieved thereby. The various reservations under the government of the La Pointe Agency are scattered, and each at considerable distance from the agency. Several of them are of large extent and substantially covered with forests.

The Bad River and Red Cliff Reservations lie nearest to the agency, the first being some 8 or 10 miles distant, the second 20, by water. The Lac du Flambeau Reservation is above 50 miles distant, the Lac de Oreilles about 40, and the Fond du Lac Reservation about 75. The immediate care of the larger reservations is in the hands of the farmers, and their respective situations render it difficult for the agent to give personal attention to the details of this business upon the ground. Necessarily he must rely upon the aid of the farmers. He appears to have communicated the instructions of the office to the contractors and the farmers, and to have given effort and attention to secure action in accordance with those instructions. Action in respect to this matter will be deferred for a short time to await the disposition by the Senate of the nomination pending before it, which, it is hoped, will soon relieve the difficulty.

If there be any further matters requiring advice or instruction from this office, your submission of them will receive prompt attention.

The contracts and correspondence submitted to me are herewith returned.

Respectfully, yours,

WM. F. VILAS,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

[J. M. Vale, attorney at law, room 67 Atlantic Building, Nos. 928 and 930 F street.]

WASHINGTON, D. C., *February 6, 1889.*

SIR: I herewith inclose contract in quadruplicate between the Fond du Lac Band of Chippewa Indians on the one part and B. F. Hutchins and John Brennan, of Wisconsin, and myself of the other part, stipulating for the services of the parties of the second part to parties of the first part in matters fully set forth in the body of the instrument, together with stipulations for remuneration for such services. I have to request the early approval thereof, with a view to placing the parties in a position to effectually protect the interests involved.

Truly, yours,

J. M. VALE.

HON. JOHN H. OBERLY,
Commissioner of Indian Affairs, Washington, D. C.

This agreement, made and entered into this 31st day of January, A. D. 1889, by and between Julius Cadotte and Louis La Prairie of the Fond du Lac Band of Chippewa Indians, located upon the reservation of said band, in the State of Minnesota, being

hereunto duly authorized and empowered by said band of Indians at a council of the said band held at and on said reservation on the 30th day of January, A. D. 1889, a copy of the proceedings whereof are hereto attached and made a part hereof, of the first part, and Josiah M. Vale, attorney at law, of the city of Washington, District of Columbia, B. F. Hutchins, attorney at law, and John Brennan, of the town of West Superior, Wisconsin, attorneys at law, of the second part witnesseth:

The said parties of the first part have employed the said parties of the second part as their attorneys and counsellors to prosecute and defend the rights of the said tribe or band of Indians in a controversy now existing between the said band of Indians and Patrick Hynes, Andrew Gowan, Michael D. Sullivan, Dan Cummings, Archie Campbell, Delehant Brds., F. D. Sutherland, Bell & Packingham, the C. N. Nelson Lumber Company, Cloquet Lumber Company, corporations organized under the laws of the State of Minnesota, and others to the parties hereto at this time unknown, growing out of the cutting of timber and logs upon the Reservation of said band or tribe of Indians known as the Fond du Lac Indian Reservation, said cutting having commenced on or about the 15th day of November, A. D. 1887, and the same being still continued at the time of the execution of these presents, or if temporarily discontinued it is likely to be resumed, the said cutting being in violation of existing laws of the United States and a trespass upon the rights of the said tribe or band of Indians as guaranteed to them by the laws of the United States and by treaty stipulations, it is therefore understood and agreed that the parties of the second part shall appear for said band or tribe of Indians before the courts of the United States, or of any State, the Executive Departments at Washington, D. C., the President of the United States, Congress, or any commission or court now existing or hereafter organized under the laws of the United States, or wherever else the matters and things in hand may require the appearance of said band or tribe of Indians or their representative, and shall prosecute and defend the rights of said band or tribe of Indians in this behalf, whether against the trespassers herein named, or if it shall appear hereafter that there is justly due to said band or tribe of Indians any money from the United States growing out of the acts of trespass herein set forth, then to collect the same; and in consideration of the premises herein set forth the said parties of the first part agree to pay the said parties of the second part the sum of six hundred dollars and a further sum amounting and equal to ten per centum of the value or sum fixed or realized upon said logs or timber so cut by said trespassers, whether the said timber be taken by the United States and sold for and on account of said band or tribe of Indians, or otherwise disposed of by the United States; or the same be sold to private parties, or to said trespassers, or either of them, or recovered from the possession of such trespassers, or in whatever manner the said timber and logs or the value thereof be saved to said band or tribe of Indians.

But if said timber or logs be sold or disposed of without the intervention of the United States or the control of the proceeds of such sale or disposition by the United States, the same being disposed of to private parties, then each of the said parties of the second part shall have an individual lien upon the proceeds of such sale or disposition in the hands of the purchaser, and the payment of the purchase-money shall not be deemed to have been made except upon payment to each of the parties of the second part his proportion of one-third of the compensation contracted herein to be paid to the said parties of the second part.

This contract to continue for a period of ten years from the date thereof. The disposition of any money derived from the matters herein set forth shall be as follows: To first pay the actual expenses of the parties of the second part incurred herein; secondly to pay to said parties of the second part the compensation herein fixed and agreed upon, and thirdly to pay the balance of such moneys to the band or tribe of Indians aforesaid or to such individuals of said band as may appear to be entitled thereto.

In testimony whereof we, the parties hereto, have hereunto affixed our hands and seals.

JULIUS CADOTTE. [SEAL.]
 LOUIS LA PRARIE. [SEAL.]
 JOHN BRENNAN. [SEAL.]
 B. F. HUTCHINS. [SEAL.]
 JOSIAH M. VALE. [SEAL.]

STATE OF MINNESOTA,
 County of Carlton, ss:

I, Cephas Bradley, judge of the probate court in and for the county of Carlton, State of Minnesota, being a court of record in and for the said county, do hereby certify that the foregoing contract was executed at N. P. Junction, in said county, on the 31st day of January, A. D. 1889, in my presence, on the part of Julius Cadotte, Louis La Prarie, B. F. Hutchins, and John Brennan; that it was stated to me at the

time of its execution that the parties in interest were the Fond du Lac band of Chippewa Indians, of the first part, and Josiah M. Vale, of Washington, D. C., and B. F. Hutchins and John Brennan, of West Superior, Wisconsin, all attorneys at law, of the second part; that the parties present executing the same before me were Julius Cadotte, Louis La Prarie, B. F. Hutchins, and John Brennan; that the said Julius Cadotte and Louis La Prarie derived their authority from a council of the aforementioned band of Chippewa Indians held on the 30th day of January, A. D. 1889, authorizing the said Julius Cadotte and Louis La Prarie to execute the agreement for said band or tribe of Indians, and that the agreement was made in person by said Julius Cadotte and Louis La Prarie acting for said band or tribe of Indians, and by B. F. Hutchins and John Brennan acting each on his own behalf; and I further certify that the word Fond du Lac in the fourth line of the foregoing contract, and the same word in the second line of this page, were placed therein in my presence and before the execution of said contract.

Given under my hand and the seal of said court this 31st day of January, A. D. 1889.

[SEAL.]

CEPHAS BRADLEY,
Probate Judge.

I, Charles P. James, one of the justices of the supreme court of the District of Columbia, being a court of record in and for said District, do hereby certify that the foregoing contract was executed at the city of Washington, in the District of Columbia, on the 4th day of February, A. D. 18-9, in my presence, on the part of Josiah M. Vale, that it was stated to me at the time of its execution that the parties in interest were the Fond du Lac band of Chippewa Indians of the first part, and Josiah M. Vale, of Washington, D. C., and B. F. Hutchins and John Brennan, of West Superior, Wis., all attorneys at law, of the second part, and that the party present executing the same before me was Josiah M. Vale who was acting on his own behalf therein.

CHARLES P. JAMES,
Justice.

PROCEEDINGS OF COUNCIL.

Fond du Lac Indian Reservation in the State of Minnesota. Council called to order by Chairman Michael Defauld on the 30th day of January, A. D. 1889, at 8 o'clock p. m. The following resolution was adopted:

Resolved by the Fond du Lac band of Chippewa Indians in council assembled, That Julius Cadotte and Louis La Prarie be, and they hereby are, constituted and appointed the agents and delegates of said band of Indians to contract and agree with Josiah M. Vale, attorney at law of this city of Washington, District of Columbia, and B. F. Hutchins and John Brennan, of the town of West Superior, in the State of Wisconsin, attorneys at law, and to execute for said band of Indians a power of attorney to said Josiah M. Vale, B. F. Hutchins, and John Brennan, to prosecute and defend the rights of the said tribe or band of Indians in a controversy now existing between the said band of Indians and Patrick Hynes, Andrew Gowan, Michael D. Sullivan, Dan Cummings, Archie Campbell, Delehant Bros., F. D. Sutherland, Bell and Pakingham, the C. N. Nelson Lumber Company, Cloquet Lumber Company, corporations organized under the laws of the State of Minnesota, and other parties, to the said band of Indians at this time unknown, growing out of the cutting of timber upon and the removal of the same from the reservation of said band of Indians, known as the Fond du Lac Indian Reservation, in the State of Minnesota, said cutting and removal of timber having commenced on or about the 15th day of November, 1887, and the same still continued at the time of the adoption of this resolution, the said cutting and removal being in violation of existing laws of the United States and a trespass upon the rights of the said band of Indians as guaranteed to them by the laws of the United States and by treaty stipulations, before the courts of the United States or of any State, the Executive Departments at Washington, D. C., the President of the United States, Congress, or any commission or court now existing or hereafter organized under the laws of the United States or wherever else the matters or things in hand may require the appearance of said band of Indians or their representatives, and to prosecute the rights of said band of Indians in this behalf, whether against the trespassers herein named, or if it shall appear hereafter that there is justly due the said band of Indians any moneys from the United States growing out of any of the acts of trespass herein set forth to collect the same.

And the said Julius Cadotte and Louis La Prarie are hereby authorized and empowered to contract and agree with the said Josiah M. Vale, B. F. Hutchins, and

John Brennan to pay in compensation for their services the sum of six hundred dollars, and a further sum amounting and equal to ten per centum of the value or sum fixed or realized upon for said logs and timber so cut and removed by said trespassers, whether the said timber be taken by the United States or sold for and on account of said band of Indians or otherwise disposed of by the United States, or the same be sold to private parties or to said trespassers, or any of them, or recovered from the possession of said trespassers, or in whatever manner the said timber or logs, or the value thereof, be saved to or recovered for said band of Indians.

And the said Julius Cadotte and Louis La Prairie are authorized and empowered to contract and agree with the said Josiah M. Vale, B. F. Hutchins, and John Brennan that in case said timber or said logs be sold or disposed of without the intervention of the United States, the same being disposed of to private parties, then each of said parties shall have an individual lien upon the proceeds of such sale or disposition in the hands of the purchaser, and that payment of the purchase-money shall not be deemed to have been made, except upon payment to each of said parties last named his one-third of the compensation allowed to be contracted for, and to be paid to said parties.

In testimony whereof the said band of Indians has caused this resolution to be signed by its duly elected and acting chairman and secretary in open council held on said reservation, in the State of Minnesota, on the 30th day of January, 1889, and by three of its regular chiefs.

NAW-GA-NUP (his x mark), *Head Chief.*
 ANEMASONG (his x mark), *Second Chief.*
 OBIQUOT, *Third Chief.*
 MICHAEL DEFAULD (his x mark), *Chairman.*
 F. LA DUKE.

In presence of—
 EUGENE DAVIDSON,
 MIKE DIVER.

DEPARTMENT OF THE INTERIOR,
 OFFICE OF INDIAN AFFAIRS,
 Washington, February 13, 1889.

SIR: Under date of November 24, 1888, Special Agent M. C. Connelly submitted schedules of 531 allotments of lands in severalty to Indians on the Fond du Lac Reservation, in Minnesota, made under instructions given him August 6, 1888.

Upon examination of said schedules it was found that certain allotments made by late Special Agent Wall had been incorporated, in which sufficient data had not been given to enable this office to determine whether or not said allotments had been properly made.

Special Agent Connelly having arrived in this city early in January, his attention was called to the matter, with the suggestion that the schedules be revised by omitting all allotments which he could not properly describe of his own knowledge.

This has been done, and he now submits a revised schedule, in duplicate, containing 505 allotments.

The quantity of land allotted by him is 38,807.55 acres. There has heretofore been patented on this reservation, under the treaty of September 30, 1854 (10 Stats., 1109), 3,154.88 acres. Total, 41,962.43 acres.

The reservation contains 100,121 acres, leaving a surplus of 58,158.57 acres.

Special Agent Connelly states that there are probably some 30 persons still entitled to allotments on the reservation, which would reduce the surplus to some 56,000 acres.

The revised allotments appear to be properly made, although the revised schedules are not signed by the agent in charge of the reservation.

The lands upon this reservation are valuable for the pine and other timber growing thereon, and from unofficial information derived from Special Agent Connelly and others it is believed that these allotments are desired by the Indians chiefly that they may sell the pine timber, and not for the purpose of engaging in agricultural pursuits. The severalty act contemplates the allotment of lands only that are valuable for agricultural or grazing purposes. The Attorney-General, in a recent opinion (January 26, 1889), holds that an allottee under the severalty act does not possess the right to cut and sell merchantable timber, except such as it may be necessary to cut in clearing the land for agricultural or grazing purposes, or to erect suitable buildings thereon, and that this disability continues as long as the land is held in trust by the United States.

Under this ruling, the object desired by the allottees can not be obtained.

The matter of the cutting and sale of pine timber on this and other Chippewa Reservations is now under investigation in the Senate and by this Department, and one or more bills providing for the disposition of such timber are there pending.

For these reasons I am of the opinion that those allotments should not be confirmed, and the schedules are herewith submitted, with the recommendation that they be not approved.

I also have the honor to recommend that the President be asked to revoke the authority granted June 30, 1887, for making allotments on the Fond du Lac Reservation.

Very respectfully, your obedient servant,

JNO. H. OBERLY,
Commissioner.

The honorable the SECRETARY OF THE INTERIOR.

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., February 13, 1889.

To GREGORY, *Agent, Ashland, Wis. :*

In view of the lateness of the season no more new contracts for the sale of pine timber should be made or approved by you.

JNO. H. OBERLY,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, February 13, 1889.

SIR: Of the contracts between certain Indians of the Lac Court Oreilles Reservation, forwarded with your communication dated January 28, 1889, those with the following named Indians are found to cover lands the allotment of which has not been approved by competent authority, viz:

Ba-kwan-chis, W. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 3, T. 40, R. 8; Ne-bow-e-kwe, Kitchie-aki-wenzie, S. $\frac{1}{4}$ SE. $\frac{1}{4}$, Sec. 13, T. 39, R. 7; John Mishler, E. $\frac{1}{4}$ SW. $\frac{1}{4}$, Sec. 25, T. 39, R. 8.

These contracts should not have been approved by you, and you are directed to see that no timber is cut or removed from the tracts covered by the contracts, which are herewith returned.

Very respectfully,

JNO. H. OBERLY,
Commissioner.

JAMES T. GREGORY, Esq.,
United States Indian Agent, La Pointe Agency, Ashland, Wis.

WASHINGTON, D. C., August 10, 1888.

The committee was called to order at 10.30 a. m. by the chairman, Senator Chandler.

The following resolutions were read by the chairman, and upon motion adopted, receiving the votes of Senators Chandler, Platt, and Cullom. The remaining members of the committee refrained from voting, giving their reasons therefor, which are appended:

Resolved, as the sense of this committee:

(1) That no sale of pine timber from the Bad River, Fond du Lac, Court Oreille, or Flambeau Reservations should be allowed to be made by any Indian before his allotment of land in severalty has been formally approved by the President and the allottee so notified; nor, before such notice, should any negotiations be allowed with any Indian for such a sale.

Resolved, as the sense of this committee:

(2) That no further sales of pine timber from allotted lands should be allowed until after rules and regulations, specifically and accurately defining and prescribing the terms and conditions of such sales, and adequately protecting the Indians, both during the making and the performance of the contracts and in the disposition of the money received from such contracts, have been adopted by the Secretary of the Interior and publicly promulgated.

Resolved, as the sense of this committee:

(3) That the pine timber remaining on the reservations upon lands not allotted to Indians in severalty should, if it may lawfully be done, be sold by the Government, and the proceeds held in trust for those members of the various tribes who have not received allotments in severalty of pine timber lands, or otherwise held and disposed of as may be legal or equitable.

Resolved, as the sense of this committee:

(4) That no further allotments of land in severalty to be made to the Indians except where the allottee intends and desires to cultivate or make his home upon the land allotted to him.

Senators Blackburn and Faulkner filed the subjoined protest against the action of the committee.

The minority of the committee desire to enter of record their protest against the consideration by the committee of the four resolutions presented by the chairman for its action.

Action at this time, in the judgment of the minority, would be premature and without precedent. It would be passing judgment upon vital matters involved in the investigation now being conducted by the committee before the finishing of taking testimony upon the subject matter embraced in said resolutions. It would be passing a judgment upon the merits of the case to a great extent based upon the evidence introduced by those who have inaugurated and pressed the investigation.

The minority of the committee some six weeks ago submitted twenty names to the committee as witnesses, whose testimony, from information received by the minority, would be relevant to the inquiry which they were then investigating. Of the twenty persons whom the minority requested to have summoned, the majority have declined to summon but six. The minority assume, however, that the refusal to summon the other fourteen witnesses was not the final action of the committee, but that in the course of time, when it will suit their convenience, they will

be brought before the committee on summons as witnesses. Until the investigation is closed the minority decline to consider any resolutions which will necessarily compel them to pass judgment upon the merits of the points in controversy involved in this investigation.

The minority further object to considering the resolutions because of the fact that no reason is advanced by the majority why the said resolutions are presented for the consideration of the committee before the conclusion of the investigation. The experience of the minority in the past justifies them in believing that the object and purpose of the passage of the said resolutions is to affect, if possible, the action of one of the Executive Departments of the Government having control of this subject.

The majority of the committee, on the 13th of March, 1888, passed a resolution, the conclusion of which was in the following language: "And that suggestion be further made to the Secretary that it is advisable that orders be given by telegraph to stop the cutting down of any more trees upon the reservations, under contract with the Indians, until further orders from the Department."

It is not known to the minority whether or not, after action upon these resolutions, the majority intend to forward them to the Interior Department with similar admonition as to the duty of the Secretary in the performance of his executive functions.

The minority of the committee are fully satisfied that this committee has no jurisdiction to advise an Executive Department of a co-ordinate branch of the Government as to the performance of its official duty. Congress has the right to enact laws binding upon the Executive Departments, but a committee of Congress has no jurisdiction over any Department or Bureau of an Executive Department, either to admonish it of its errors, if any, or to advise it as to its future action.

For the above reasons the minority protest against the consideration of these resolutions by the committee, and refuse to vote either for or against any of the resolutions submitted.

CHAS. J. FAULKNER.
JO. C. S. BLACKBURN.

Upon motion, the committee adjourned subject to the call of the chairman.

THOS. J. LASIER,
Clerk.

DEPARTMENT OF THE INTERIOR,
Washington, February 20, 1889.

SIR: I have the honor to acknowledge the receipt of your letter of 19th instant, addressed to the Commissioner of Indian Affairs, "requesting copy of instructions given Mr. James F. Allen for his guidance in making investigation of timber matters at La Pointe Agency, Wis."

In response thereto I transmit herewith copy of a communication of 20th instant, from the Commissioner of Indian Affairs, in which he states that the only instructions issued in this matter are those contained in Department letter to him of the 15th instant and in Department letter to Special Agent Roberts of the 14th instant.

In order that the committee may have information as to the instructions of the Department in this matter, I transmit herewith copy of Department letter of the 15th instant to the Commissioner of Indian Affairs and copy of Department letter to Special Agent Roberts.

Very respectfully,

WM. F. VILAS,
Secretary.

THE CHAIRMAN,
Select Committee on Indian Traders, United States Senate.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, February 20, 1889.

SIR: Herewith I inclose letter of the 19th instant from Hon. William E. Chandler, chairman of Senate Select Committee on Indian Traders, requesting copy of instructions given Mr. James F. Allen for his guidance in making investigation of timber matters at La Pointe Agency, Wis. The only instructions issued in this matter are those contained in your letter to me of the 15th instant, and your letter to Special Agent Roberts, a copy of which you inclose with your letter above referred to.

Mr. Allen left in great haste, and as there was no time to make copies, he took the original papers with him. The request of Mr. Chandler is submitted for your consideration and action.

Very respectfully, your obedient servant,

JNO. H. OBERLY,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, February 14, 1889.

SIR: This Department desires an immediate investigation and careful report upon certain matters which will be herein submitted to you, in connection with the timber-cutting upon the Chippewa Indian reservations in Wisconsin and Minnesota, and, by reason of the preoccupation of its inspectors and special agents, the necessity for immediate action, and of its confidence in your peculiar knowledge of matters relating to the timbered lands, your zeal, activity, and probity, has selected you for the purpose. You will be assisted by Mr. James F. Allen, a clerk of the Indian Office, who will bring with him to you papers important to the prosecution of the examination, and will contribute his aid for the purpose, under your direction.

You are aware that logging has been authorized upon some of the reservations, under contracts between the Indian owners of allotments and persons engaged for the purpose. These contracts provide a price to be paid for the banked logs, shown in them, respectively, out of which advancements have generally been made in provision of equipment, tools, implements, supplies, etc., sometimes in money and otherwise to the Indian owner; but each of said contracts, as modified under the direction of the Department, contains an agreement that the Indian owner shall receive at least a certain specific sum per thousand feet, board measure, for the logs cut upon his land. A list of these contracts, showing the lands to which they relate, the parties thereto, the prices and terms thereof, will be taken by Mr. Allen, and various other papers and information necessary to the investigation.

It is reported also that timber has been cut without due authorization upon other lands not belonging to Indians by approved allotments.

The points to which investigation should be specially directed, and ample report made for the information of the Commissioner of Indian Affairs and the Department, are chiefly the following, viz:

(1) The fairness and reasonableness of the prices stipulated in each of the several contracts which have been approved by the agent at the agency, embracing both the price stipulated to be paid for the logs upon the bank, and the price stipulated to be paid absolutely and representing the stumpage value of the pine standing upon the ground. If there be reason to question the fair sufficiency of the price agreed upon in any case, you will report particularly the reasons for a different opinion and the amount by which the price should be increased, either of the

logs upon the bank or of the stumpage value engaged to be paid, or both. If the price be found fair and reasonable, under all the circumstances, you will so report.

In determining the sufficiency of the price you will, of course, take into consideration all the circumstances relating to the matter at the time when the price was fixed, the character of the pine, the probable expenses of the logging operation, and the banking of the timber, the location upon the stream of the place of delivery, and whatever else should properly enter into consideration.

(2) You will also inquire whether any timber has been cut upon lands not allotted to Indians, or where the allotments have not been approved; and if such cases be found, you will ascertain and report separately as to each tract, all the circumstances affecting it, the persons by whom the logging was done, the reasons or excuses for the trespass, the quantity of timber cut, its value and present condition and location, and what steps, if any, are necessary to be taken for the preservation of the interests of the Government or Indians affected; and whatever else may appear to be in any case material or necessary for proper action.

(3) If there appears to be, in any case, necessity for action before your general report can be submitted, you should make special report as to the particular case, in order that proper action may be taken. So, also, you should make particular reports in respect to any cases where the prices contracted for are found by you to be insufficient, in order to enable the Commissioner to take, at the earliest moment, the necessary action thereon. In respect to every part of this business, your action should be as prompt and expeditious as is consistent with the due ascertainment of the facts, and a safe determination.

Very respectfully,

WM. F. VILAS,
Secretary.

WILLIAM A. ROBERTS, Esq.,
Special Timber Agent, General Land Office.

DEPARTMENT OF THE INTERIOR,
Washington, February 15, 1889.

SIR: I have received your letter of the 5th instant, reporting upon the suggestion contained in Department letter to you of the 29th ultimo, for sending a special agent of your office or an inspector of the Department to the La Pointe Agency for the purpose of making certain investigations relating to the cutting of timber on the reservations under said agency, and making the suggestion that the investigations could be made in shorter time and more advantageously by detailing a clerk from your office familiar with the treaty provisions with those Indians, the allotments of land to them, etc., and recommending that Mr. James F. Allen, a clerk of class 3 in your office, be detailed for that purpose.

I concur in your view as to the desirability of sending a clerk who is familiar with the office details, correspondence, etc., regarding this matter, but have considered that the importance of the work and its peculiar character required that the investigations should be conducted by one of the inspectors of the Department, whose work might be greatly facilitated by the assistance of a clerk familiar with the office details.

The inspectors of the Department, however, are now so fully occupied

with important duties in parts of the United States at great distances from the La Pointe Agency that they can not be very well spared for this duty without detriment to other important work. I have therefore concluded to intrust the investigations to a special timber agent of the General Land Office, because the work to be done is of a character similar to that upon which the special timber agents are employed, and I have, accordingly, after consultation with the Commissioner of the General Land Office, selected Mr. W. A. Roberts, special timber agent, who is now in Wisconsin, at or in the vicinity of the headquarters of the La Pointe Agency, because of his convenience to the locality, and because of the superior qualifications he has shown for such work; and I inclose herewith to you a letter of instructions addressed to him. I also inclose herewith an order of detail for Mr. James F. Allen, clerk of class 3 of your office, to assist Special Timber Agent Roberts in making the investigations.

You will please cause to be prepared a schedule of all the logging contracts on the several Chippewa reservations under the La Pointe Agency, necessary for the purposes of this investigation, showing the land to which they relate, the parties thereto, and the prices and terms thereof; and a schedule of all the allotments made to the Indians on said reservations, and copies of all the orders and instructions authorizing the cutting of timber on said reservations, and any other necessary papers; which, together with the letter of instructions to Mr. Roberts, will be taken by Mr. Allen to Ashland, Wis., and there delivered to Special Timber Agent Roberts, who has been directed by telegram from the Commissioner of the General Land Office to await his arrival with said instructions. Let Mr. Allen start immediately.

Very respectfully,

WM. F. VILAS,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, February 23, 1889.

SIR: Referring to the matter of the La Pointe timber business now under investigation by the Senate Select Committee on Indian Traders, and to my testimony in connection with the subject before that committee on the 14th instant, I transmit, herewith, copy of the lists of allotments made to certain Indians of the several reservations of the La Pointe Indian Agency, under the provisions of the treaty with the Chippewas of Lake Superior of September 30, 1854 (10 Stats., 1109).

The marginal notes showing certain contracts for cutting timber, made in 1887-'88, on the tabular statement of allotments exhibited by me at the time of my examination, are not on the copies inclosed for the reason that Mr. J. F. Allen, a clerk of this Bureau, who has been detailed by the Secretary of the Interior to assist in making certain investigations in connection with this question, took those papers with him for his guidance.

In connection with this matter I have to say, that upon a casual review of my testimony as printed in the copy of the public document relating to the subject, I observe that in one or more places I am made

to say certain things that I did not say, and to request to be furnished with a proof of the matter in order that I may indicate the errors made by the printer in my said testimony.

Very respectfully,

JNO. H. OBERLY,
Commissioner.

Hon. WILLIAM E. CHANDLER,
U. S. Senate.

Bad River Reservation.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Da-bwa-wa-i-osh .....	.....	Lots 1 and 2 sec. 3, and lots 1 and 2.	10	47	1	82.05	June 20, 1881
Ka-ta-wa-ba-day .....	.....	Lots 3 and 4.	4	47	1	58.20	Do.
	Michael Jameese	Lot 1, and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$.	4	47	1	71.08	Do.
Naw-gaw-ne-say .....	.....	Lot 2, and SW. $\frac{1}{4}$ N. W. $\frac{1}{4}$.	4	47	1	80	Do.
	Gaw-we-taw-we-nin-ne	E. $\frac{1}{4}$ SE. $\frac{1}{4}$	4	47	1	80	Do.
Gaw-we-taw-we-nin-ne	Thomas Scott	N. $\frac{1}{4}$ SW. $\frac{1}{4}$	4	47	1	80	Do.
	Mary Dekateau	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 4 and S. E. $\frac{1}{4}$ S. E. $\frac{1}{4}$.	5	47	1	80	Do.
Ne-zho-cho-ge-zhig .....	.....	SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and N. E. $\frac{1}{4}$ SE. $\frac{1}{4}$.	5	47	1	80	Do.
	Moses Whitt	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and S. E. $\frac{1}{4}$ SW. $\frac{1}{4}$.	5	47	1	80	Do.
Ma-ka-da-we-ko-nai-a	James Whitt	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 5, SE. $\frac{1}{4}$ SE. $\frac{1}{4}$.	6	47	1	80	Do.
Ba-baw-sin-o-kwa	Abda Spooner	Lots 2 and 3, and N. W. $\frac{1}{4}$ S. E. $\frac{1}{4}$.	6	47	1	77.10	Do.
Ni-ga-gi-an-a-kwe .....	.....	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$.	6	47	1	80	Nov. 23, 1884
	William Hoskins	Lots 5 and 6.	6	47	1	110.80	May 22, 1863
Joseph Naw-gaw-ne-say	Joseph Scott	W. $\frac{1}{4}$ NE. $\frac{1}{4}$	7	47	1	80	June 20, 1881
Wa-bi-ki-new	George Smart	E. $\frac{1}{4}$ NW. $\frac{1}{4}$	7	47	1	80	Nov. 23, 1884
Kish-ke-ta-way .....	.....	Lots 1 and 2.	7	47	1	110.60	July 28, 1885
Na-gaw-nwa-we-dang	John Kakagegon	W. $\frac{1}{4}$ SE. $\frac{1}{4}$	7	47	1	80	June 20, 1881
Gitch-e-kwa-yaw-sish .....	.....	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and lot 3.	7	47	1	95.15	Do.
Sa-jaw-komin	Frank Sky	SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and lot 4.	7	47	1	95.05	Do.
Ka-ka-wa-ba-day .....	.....	NW. $\frac{1}{4}$ NE. $\frac{1}{4}$	8	47	1	40	
	Antoine Brisette	SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$.	8	47	1	80	
Wa-gi-una-wa-be-tung	James Doolittle	W. $\frac{1}{4}$ NW. $\frac{1}{4}$	8	47	1	80	Do.
O-da-bas-se-ge-zhig	John Youngman	N. $\frac{1}{4}$ NE. $\frac{1}{4}$	18	47	1	80	Do.
Na-taw-wash .....	.....	S. $\frac{1}{4}$ NE. $\frac{1}{4}$	18	47	1	80	Do.
Baw-be-daw-she-kway .....	.....	N. $\frac{1}{4}$ SE. $\frac{1}{4}$	18	47	1	80	Do.
May-ne-tig-o-she-kwa .....	.....	S. $\frac{1}{4}$ SE. $\frac{1}{4}$	18	47	1	80	Do.
Osh-ke-na-way .....	.....	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and lot 3.	18	47	1	94.12	Do.
Min-de-mo-ia	Fanny Hayaway	SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and lot 4.	18	47	1	93.77	Do.
	Walter Scott	Lot 4 sec. 7, and lot 1.	18	46	2	89.75	Dec. 23, 1885
Shaw-bon-dish-kong .....	.....	SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$.	14	46	2	80	Do.
	Edward E. Conner	W. $\frac{1}{4}$ NW. $\frac{1}{4}$	14	46	2	80	June 20, 1881
.....	Antoine Dennomie	E. $\frac{1}{4}$ SW. $\frac{1}{4}$	14	46	2	80	Nov. 23, 1884
	.....	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 14, and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$.	15	46	2	80	Dec. 21, 1882
.....	Henry Dennomie	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 14, and SE. $\frac{1}{4}$ SE. $\frac{1}{4}$.	15	46	2	80	Do.
	Bo-ka-way	S. $\frac{1}{4}$ NE. $\frac{1}{4}$	15	46	2	80	June 20, 1881
.....	John Basana	NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$.	15	46	2	80	Dec. 23, 1885
	Joseph Dennomie	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 15, and NW. $\frac{1}{4}$ NE. $\frac{1}{4}$.	22	46	2	80	Dec. 21, 1882
Pe-mo-sa-ge-gi-go-kwe .....	.....	SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$.	17	46	2	80	
	Joe Beson	E. $\frac{1}{4}$ SE. $\frac{1}{4}$	17	46	2	80	

Bad River Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
E-da-wi-gi-Jig		NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	17	46	2	40	
O-ga-ba-ge-she-go-kwe, jr.		SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 17, and NE. $\frac{1}{4}$ NW. $\frac{1}{4}$	20	46	2	80	
Ma-da-ga-me	Jack Scott	E. $\frac{1}{2}$ SW. $\frac{1}{4}$	17	46	2	80	Dec. 28, 1885
Me-she-ka-gun	Joe Martin	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 17, and NW. $\frac{1}{4}$ NW. $\frac{1}{4}$	20	46	2	80	June 20, 1881
	John B. Madwa-gwan.	S. $\frac{1}{2}$ NE. $\frac{1}{4}$	18	46	2	80	Do.
O-ge-ma-ge-zhi-go-kwense.		SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and lot 2.	18	46	2	84.75	Do.
Mary Me-twa-a-gwan		N. $\frac{1}{2}$ SE. $\frac{1}{4}$	18	46	2	80	Do.
Wa-l-an-sa-wa-ze		S. $\frac{1}{2}$ SE. $\frac{1}{4}$	18	46	2	80	Nov. 28, 1884
Ko-ko-onse	David Blackbird	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$, and lot 3.	18	46	2	84.37	June 20, 1881
Ta-ji-ge-shik	Antoine Quebec	SE. $\frac{1}{4}$ SW. $\frac{1}{4}$, and lot 4.	18	46	2	83.99	Dec. 28, 1885
O-ga-wot-ka-no-kwa		N. $\frac{1}{2}$ NE. $\frac{1}{4}$	19	46	2	80	June 20, 1881
Min-de-moie, sr.		SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ 19, 46, 2, and lot 7.	24	48	3	57	Do.
	John Babedash	E. $\frac{1}{2}$ NW. $\frac{1}{4}$	19	46	2	80	Do.
	Frank Jameese	Lot 1, sec. 19, 46, 2, and lot 1.	24	46	3	70.26	Do.
	John Smart	Lot 2, sec. 19, 46, 2, and lot 5.	24	46	3	65.68	Do.
Na-wa-kwa-ge-shik	Andrew Skinaway	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$, and lot 3.	19	46	2	84.85	Do.
	John Skinaway	Lot 4 sec. 19, and lot 1.	30	46	2	90.53	Do.
Ne-haw-i-osh		E. $\frac{1}{2}$ NE. $\frac{1}{4}$	20	46	2	80	
Ma-kaw-an-e-we-gwan, sr.		W. $\frac{1}{2}$ NE. $\frac{1}{4}$	20	46	2	80	
	Charles Charette, jr.	S. $\frac{1}{2}$ NW. $\frac{1}{4}$	20	46	2	80	Do.
Gaw-ge-go-e-kwa	Joseph Current	N. $\frac{1}{2}$ SE. $\frac{1}{4}$	20	46	2	80	Dec. 21, 1881
	John Bocoway	N. $\frac{1}{2}$ SW. $\frac{1}{4}$	20	46	2	80	June 20, 1881
	Frank Beson	S. $\frac{1}{2}$ SW. $\frac{1}{4}$	20	46	2	80	Do.
	John Holladay	N. $\frac{1}{2}$ NE. $\frac{1}{4}$	21	46	2	80	Dec. 28, 1885
	Maggie Seymore	S. $\frac{1}{2}$ NE. $\frac{1}{4}$	21	46	2	80	July 28, 1885
	Samuel Stoddard	E. $\frac{1}{2}$ SE. $\frac{1}{4}$	21	46	2	80	Dec. 28, 1885
Mi-ke-nak		W. $\frac{1}{2}$ SE. $\frac{1}{4}$	21	46	2	80	Nov. 28, 1884
		SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 21, and NW. $\frac{1}{4}$ NW. $\frac{1}{4}$	28	46	2	80	June 20, 1881
No-din		NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 22, and NW. $\frac{1}{4}$ NW. $\frac{1}{4}$	23	46	2	80	Do.
	Mary Denomie	SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 22, and SW. $\frac{1}{4}$ NW. $\frac{1}{4}$	23	46	2	80	Nov. 28, 1884
A-bi-tash-ka-mo-kwe		SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	22	46	2	80	
Mad-ge-ke-was-sung	Antoine Buck	E. $\frac{1}{2}$ NW. $\frac{1}{4}$	22	46	2	80	Dec. 28, 1885
	Samuel Denomie, sr.	W. $\frac{1}{2}$ NW. $\frac{1}{4}$	22	46	2	80	Nov. 28, 1884
	Paul Current	E. $\frac{1}{2}$ SE. $\frac{1}{4}$	22	46	2	80	Do.
	William Cadotte	W. $\frac{1}{2}$ SW. $\frac{1}{4}$	22	46	2	80	Do.
	John Twobirds	E. $\frac{1}{2}$ NW. $\frac{1}{4}$	23	46	2	80	Dec. 21, 1882
	Mary Genery	N. SW. $\frac{1}{4}$	23	46	2	80	July 28, 1885
She-ba-ga-jig, jr.		S. $\frac{1}{2}$ SW. $\frac{1}{4}$	23	46	2	80	Do.
Na-wan-da-go-kwa, sr.		W. $\frac{1}{2}$ NW. $\frac{1}{4}$	26	46	2	80	
Kwa-ke-o-ge-shi-go-kwa	Charlotte Condecon	E. $\frac{1}{2}$ NE. $\frac{1}{4}$	27	46	2	80	
	Louis Rafado	W. $\frac{1}{2}$ NE. $\frac{1}{4}$	27	46	2	80	
Ma-ge-con-a-go-kwa		E. $\frac{1}{2}$ NW. $\frac{1}{4}$	27	46	2	80	Dec. 28, 1885
O-ga-ba-ge-won		N. $\frac{1}{2}$ SE. $\frac{1}{4}$	27	46	2	80	
	Frank Chingway	N. $\frac{1}{2}$ SW. $\frac{1}{4}$	27	46	2	80	
O-kak-gi-shi-go-que		SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 27, and NW. $\frac{1}{4}$ NW. $\frac{1}{4}$	34	46	2	80	Jan. 28, 1885
She-ba-je-wa-no-kwa		S. $\frac{1}{2}$ NW. $\frac{1}{4}$	28	46	2	80	July 28, 1885
	Louis Manyenny	N. $\frac{1}{2}$ SE. $\frac{1}{4}$	28	46	2	80	Dec. 21, 1882
	Lizette Denomie	S. $\frac{1}{2}$ SE. $\frac{1}{4}$	28	46	2	80	June 20, 1881
O-ga-ba-i-aw-na-kwad-o-kwa.		N. $\frac{1}{2}$ SW. $\frac{1}{4}$	28	46	2	80	Nov. 28, 1884
Na-wa-ji-ge-zhig-a-kwa.		S. $\frac{1}{2}$ SW. $\frac{1}{4}$	28	46	2	80	June 20, 1881
O-ge-wause	Frank Cozino	N. $\frac{1}{2}$ NE. $\frac{1}{4}$	29	46	2	80	Do.
O-ge-manse	John Kawayash	S. $\frac{1}{2}$ NE. $\frac{1}{4}$	29	46	2	80	July 28, 1885
	George Messenger	N. $\frac{1}{2}$ NW. $\frac{1}{4}$	29	46	2	80	June 20, 1881
	Frank Gishkak	S. $\frac{1}{2}$ NW. $\frac{1}{4}$	29	46	2	80	July 28, 1885
	Charles Haskins	N. $\frac{1}{2}$ SE. $\frac{1}{4}$	29	46	2	80	Dec. 21, 1882

Bad River Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Es-Ther Ma-dwa-a-g-wan.		N. $\frac{1}{2}$ SW. $\frac{1}{2}$	29	46	2	80	June 20, 1881
Jameese, ar	Henry Manyenny	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SE. $\frac{1}{2}$	29 30	46	2	40 80	Do. Do.
Wa-boz	Mary Beson	Lots 2 and 3. S. $\frac{1}{2}$ SE. $\frac{1}{2}$	30 30	46	2	89.44 80	Do.
Wa-wis-e-go-shig	John B. Dufault. Joseph Northshore Antoine Jocco	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ N. $\frac{1}{2}$ NE. $\frac{1}{2}$ S. $\frac{1}{2}$ NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	31 32 32 32	46	2	80 80 80 80	Dec. 21, 1882 June 20, 1881 Dec. 23, 1885
On-deg		SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	32	46	2	80	
Ge-che-saw-ba-dis	John B. Wyatte	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	32	46	2	80	June 20, 1881
Waw-boze Min-demoia.		S. $\frac{1}{2}$ SE. $\frac{1}{2}$	32	46	2	80	Do.
O-go-maw-kwa	Catherine Brizette. Charlotte Haskins	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ N. $\frac{1}{2}$ NE. $\frac{1}{2}$	32 33	46	2	80 80	Dec. 21, 1882 Nov. 23, 1884
Man-i-do-giz-big	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ John Blackbird	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ N. $\frac{1}{2}$ NW. $\frac{1}{2}$	33 33	46	2	80 80	June 20, 1881
Kaw-a-sesh-ance	John Blackbird George Martin Margret Me-t-wa-a-gwon. Mary Amouse	S. $\frac{1}{2}$ NW. $\frac{1}{2}$ N. $\frac{1}{2}$ SE. $\frac{1}{2}$ S. $\frac{1}{2}$ SE. $\frac{1}{2}$	33 33 33	46	2	80 80 80	Dec. 23, 1885 June 20, 1881 Nov. 23, 1884
	Simon Demomie Henry Brizette	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	33 34	46	2	80 80	June 20, 1881 Nov. 23, 1884
	Lizzie Stoddard	Lot 2 and SE. $\frac{1}{2}$ NW. $\frac{1}{2}$	1	47	2	77.50	
Na-wa-ka-mo-gwa-bi	Cecile Chingway	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	1 1	47	2	80 80	June 20, 1881 Nov. 23, 1884
	James Smart	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	1	47	2	80	
Kwish-ko-na-gas	Louis Rufus William Whitebird Elish Whitebird John Baptiste Ray Mary Roundwind	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ N. $\frac{1}{2}$ NW. $\frac{1}{2}$ N. $\frac{1}{2}$ SW. $\frac{1}{2}$ S. $\frac{1}{2}$ SW. $\frac{1}{2}$ N. $\frac{1}{2}$ NE. $\frac{1}{2}$ S. $\frac{1}{2}$ NE. $\frac{1}{2}$	1 4 4 5 5	47	2	80 55.20 80 80 53.22 80	July 20, 1885 Do. Do. Dec. 23, 1885 Do.
May-no-kaw-se		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	6	47	2	68.16	June 20, 1881
Day-daw-kani-osh		W. $\frac{1}{2}$ NE. $\frac{1}{2}$	6	47	2	71.76	Do.
Ma-ka-de-ni-ko-na-ic		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	6	47	2	80	Dec. 23, 1885
Ta-ba-sa-sin-no-kwa		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	7	47	2	80	Do.
Na-wau-da-go-kwa	Hattie Cloud	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	9 10	47	2	80 80	July 23, 1885
	Julia Green	E. $\frac{1}{2}$ SW. $\frac{1}{2}$	10	47	2	80	Dec. 23, 1885
	George Armstrong	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	11	47	2	80	July 23, 1885
	Shabadis Cloud	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	11	47	2	80	Dec. 23, 1885
	Thomas Haskins	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	11	47	2	80	Nov. 23, 1884
Ma-je-ga-ba-o		N. $\frac{1}{2}$ NE. $\frac{1}{2}$	12	47	2	80	June 20, 1881
Ma-ka-de-mo-ko-kwa		S. $\frac{1}{2}$ NE. $\frac{1}{2}$	12	47	2	80	Do.
Ne-go-we-ge-shi-go-kwa		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	12	47	2	80	Dec. 23, 1885
O-zhi-ba		N. $\frac{1}{2}$ SE. $\frac{1}{2}$	12	47	2	80	
Ah-zha-de-i-ash		E. $\frac{1}{2}$ SW. $\frac{1}{2}$	12	47	2	80	Nov. 23, 1884
O-mash-ka-wa-si-no-kwe.		W. $\frac{1}{2}$ SW. $\frac{1}{2}$	12	47	2	80	Do.
O-be-kwad	Jack Martin	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	13	47	2	80	June 20, 1881
Ge-nish-bo-no	George Starr	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ S. $\frac{1}{2}$ SW. $\frac{1}{2}$	13 13	47	2	80 80	Do. Do.
	Edward B. Haskins	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	14	47	2	80	Nov. 23, 1884
	Joe Biglog	W. $\frac{1}{2}$ NW. $\frac{1}{2}$	14	47	2	80	July 23, 1885
Ne-ka-nee	Leonard Wheeler	E. $\frac{1}{2}$ SE. $\frac{1}{2}$	14	47	2	80	June 20, 1881
Wa-mi-ti-go-shi		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	15	47	2	80	July 23, 1885
Sha-de-mo	Thomas Scott Jack Frost Samuel Green	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ W. $\frac{1}{2}$ NE. $\frac{1}{2}$ S. $\frac{1}{2}$ SE. $\frac{1}{2}$, sec. 22, and NW. $\frac{1}{2}$ NE. $\frac{1}{2}$	22 22 27	47	2	80 80 80	Do. Do. Do.
Ma-ni-do		SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SE. $\frac{1}{2}$	23	47	2	80	Do.
Ge-be-che-ge-zhig	Louise Mayotte	W. $\frac{1}{2}$ NW. $\frac{1}{2}$	23	47	2	80	Do.
O-maw-daw-mou-be-mo-im.		E. $\frac{1}{2}$ NE. $\frac{1}{2}$ E. $\frac{1}{2}$ SE. $\frac{1}{2}$	24 24	47	2	80 80	June 20, 1881 Do.

Bad River Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Waw-ban-e-mo-kee		W. $\frac{1}{2}$ SE. $\frac{1}{2}$	24	47	2	80	June 20, 1881
	Margret Bocoway	S. $\frac{1}{2}$ SW. $\frac{1}{2}$	24	47	2	80	Dec. 28, 1885
	John Edwin Green	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	25	47	2	80	
	Joseph Green, jr	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	25	47	2	80	
	Robert Stoddard	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	25	47	2	80	
To-ma	Frank Green	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	27	47	2	80	
	Jacob Sky	W. $\frac{1}{2}$ SW. $\frac{1}{2}$	27	47	2	80	June 20, 1881
	Baptista Green	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	28	47	2	80	Do.
	George B. Gurnoe	W. $\frac{1}{2}$ NW. $\frac{1}{2}$	31	47	2	74.68	Dec. 21, 1882
	Deliot Cabeck	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	33	47	2	80	June 20, 1881
Gwe-we-zeuse	Charles Barshane	Lot 1 sec. 26, and lot 5	35	48	2	89.90	Do.
Me-zha-kwa	John Rufus	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	27	48	2	80	Do.
Sha-da-mon		W. $\frac{1}{2}$ SW. $\frac{1}{2}$	29	48	2	80	Do.
Si-mon	Simon Morrin	E. $\frac{1}{2}$ SE. $\frac{1}{2}$	30	48	2	80	Do.
	Michael Couture	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 30, 48, 2 and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$	25	48	3	79.07	July 28, 1885
Be-ba-mi-ji-wa-no-kwe		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	31	48	2	80	Do.
	Augustus Pamesa	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 30, 48, 2 and SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	25	48	3	79.13	June 20, 1881
Me'no-ge-zhig-wa-be	John B. Denomie	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	31	48	2	80	Do.
Ketch-e-ge-kaw-ash		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	32	48	2	80	Dec. 21, 1882
	Nancy Starr	W. $\frac{1}{2}$ SW. $\frac{1}{2}$	32	48	2	80	June 20, 1881
Me-zhe-na-wance		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ sec. 33, and SW. $\frac{1}{2}$ SW. $\frac{1}{2}$	34	48	2	80	
	Edwin Green	Lots 2 and 1	35	48	2	76.75	Do.
Sha-day		Lots 3 and 4	35	48	2	86.50	Do.
Bo-ne-cosh		Lot 5 sec. 1, and lot 1 sec. 48, 3 and SW. $\frac{1}{2}$ SW. $\frac{1}{2}$	36	47	3	83.74	Do.
Joe Wan-e-bo-sho *		Lots 6 and 9 sec. 1, and lot 1	2	46	3	52.70	
Ni-gan-i-gi-Jig	Henry Cloud	Lot 4 and SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	2	46	3	81.59	Nov. 28, 1884
Nin-cho-bi-nes	Edward	Lot 1 SE. $\frac{1}{2}$ NE. $\frac{1}{2}$	3	46	3	80.55	May 5, 1886
Ke-wa-ga-baw-e-qua		SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ sec. 3, and SE. $\frac{1}{2}$ NE. $\frac{1}{2}$	4	46	3	80	Dec. 28, 1885
	Francois Twobirds	NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 3, and NE. $\frac{1}{2}$ SE. $\frac{1}{2}$	4	46	3	80	Nov. 28, 1884
	Michael Smart	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 3, and SE. $\frac{1}{2}$ SE. $\frac{1}{2}$	4	46	3	80	Do.
		Lot 2 and SW. $\frac{1}{2}$ NE. $\frac{1}{2}$	4	46	3	84.84	Dec. 28, 1885
Mi-zi-gau	Mink Star	Lot 4 and SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	4	46	3	86.15	Do.
	Sam Denomie, jr	S. $\frac{1}{2}$ SW. $\frac{1}{2}$	4	46	3	80	July 28, 1885
Saus-wes-Mindimois	Angelique Seymour	Lots 1 and 2	6	46	3	98	
	John Morrison	S. $\frac{1}{2}$ NE. $\frac{1}{2}$	6	46	3	80	Dec. 21, 1882
		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	6	46	3	80	
	Mary Cadotte	E. $\frac{1}{2}$ SW. $\frac{1}{2}$	6	46	3	80	Do.
	Frank Belouger	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	7	46	3	80	Do.
	William Morrin	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	7	46	3	80	Do.
Aki-weuse	Charlotte Belouger	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	7	46	3	80	Do.
		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	9	46	3	80	Nov. 28, 1884
Wa-seah-kung 2d	Gust Beson	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	9	46	3	80	Do.
Ge-we-ki-gi-jig		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	9	46	3	80	Do.
		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	10	46	3	80	Do.
A-wa-kwad	Joe Bochase	W. $\frac{1}{2}$ SW. $\frac{1}{2}$	10	46	3	80	Do.
Joe Wa-na-bo-sho †	Antoine	Lots 3, 4, and 5	12	46	3	69.05	June 20, 1881
Ke-wa-din-o-kwa		Lots 7 and 8	12	46	3	33.40	
Ne-o-ge-zhig		NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ and lot 9	12	46	3	77.85	
		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ sec. 12, and NE. $\frac{1}{2}$ NE. $\frac{1}{2}$	13	46	3	80	Do.
Ba-ba-mash, jr	Andrew Foster	Lots 12, 13, 14, 15, and 16	12	46	3	75.42	Do.
		Lots 1, 2, 3, 6, and 7	13	46	3	78.32	July 11, 1882
A-wu-je-ge-zhig	La. Louise Haskins	Lots 9, 10, and 13	13	46	3	64.45	Dec. 21, 1882
Me-she-ka		Lots 11 and 12	13	46	3	78.70	June 20, 1881
	John Sky	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	15	46	3	80	Nov. 28, 1884
Aa-qua-ba-e-qua		NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 17, and SW. $\frac{1}{2}$ SE. $\frac{1}{2}$	18	46	3	80	Dec. 28, 1885
	Charlofte Nawango	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 17, and NW. $\frac{1}{2}$ NW. $\frac{1}{2}$	20	46	3	80	
	Joe, La Pointe, jr	NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and lot 1	18	46	3	68.93	
	Sophie Connor	SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and lot 2	18	46	3	68.38	

* See p. 5.

† See page 4.

Bad River Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	A. area.	Date of patent.
Indian.	English.						
	George Day	Lot 4 sec. 18 and lot 1.	19	46	3	53.92	
	Daniel Webster	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	19	46	3	80	
	William Webster	S. $\frac{1}{2}$ NE. $\frac{1}{2}$	19	46	3	80	
	Albert I. Augus	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	23	46	3	80	Dec. 21, 1882
Wa-zaw-waw-ne-kwa ..	Julia Frost	Lots 2, 3, and 4	24	46	3	90.25	June 20, 1881
No-din-o-ge-zhig		Lots 6 and 7	24	46	3	73.35	Do.
Bo-go-na-ge-zhig-o-kwa ..		Lots 8 and 9	24	46	3	63.15	Do.
No-zha-kwa-i-on	Joseph Whitebird	S. $\frac{1}{2}$ SW. $\frac{1}{2}$	24	46	3	80	Do.
	Antoine Cinture	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	25	46	3	80	Do.
Ta-da-keem-o-sa	Frank Simons	S. $\frac{1}{2}$ NE. $\frac{1}{2}$	25	46	3	80	Do.
Chu-gwaw-sin-o-kwa		N. $\frac{1}{2}$ NW. $\frac{1}{2}$	25	46	3	80	Do.
Nay-naw-e-ge-zhig	George Day	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	25	46	3	80	Do.
	John Green, jr.	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	25	46	3	80	Do.
Na-sa-we-ge-zhig		N. $\frac{1}{2}$ SW. $\frac{1}{2}$	25	46	3	80	Do.
O-ge-maw-ge-zhig		S. $\frac{1}{2}$ SW. $\frac{1}{2}$	25	46	3	80	Do.
	Ignace Rabidieux	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	34	46	3	80	Dec. 21, 1882
Na-tam-me-ge-zhig		Lots 4 and 5	1	47	3	68.73	May 11, 1867
Kan-ze-nee		Lots 6 and 7	1	47	3	57.54	Do.
A-k-e-wauze		Lots 1, 2, and 9	1	47	3	81.36	Do.
Ba-shaw-na-kwad		NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and lots 1 and 5	2	47	3	80.53	June 20, 1881
Ge-zhi-ke-je-bik		Lots 2 and 4 and 3	2	47	3	63.94	Do.
Ke-me-she-qua		SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 2, and SE. $\frac{1}{2}$ SE. $\frac{1}{2}$	3	47	3	80	
Niu-cho-brines	Edward	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	3	47	3	80	Nov. 23, 1884
	Charles Brezette, jr.	NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ Sec. 4, 47, 3, and SE. $\frac{1}{2}$ S W. $\frac{1}{2}$	33	48	3	71.85	Dec. 21, 1882
	Edward Brezette	NW. $\frac{1}{2}$ NW. $\frac{1}{2}$ 4, 47, 3, and SW. $\frac{1}{2}$ SW. $\frac{1}{2}$	33	48	3	71.89	Do.
	Michael Brezette	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	5	47	3	71.54	Do.
Bin-de-ga-je-wa-no-kwa ..	Joseph Ray, jr.	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	6	47	3	73.42	Do.
O-ge-maw-w-e-g-e-zhig-o-kwa ..		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	6	47	3	70.68	June 20, 1881
Ge-che-ma-ged		W. $\frac{1}{2}$ NE. $\frac{1}{2}$	6	47	3	72.95	Do.
		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	6	47	3	81.54	Do.
Ga-gwa-je-gaw-b-o-ne-kwa, sr.	Margret Green	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	6	47	3	83.49	Do.
A-wause		S. $\frac{1}{2}$ SW. $\frac{1}{2}$	6	47	3	83.17	Do.
Giche-gwe-we-zeuse		Lots 1, 3, and 4	12	47	3	68.05	May 11, 1867
O-gab-ba-ge-zhig-o-quay ..		Lot 2	12	47	3	76.60	June 20, 1881
		Lots 5, 12, 13, and 15, Sec. 12 and lot 2	13	47	3	73.80	May 11, 1867
Ba-baw-me-quaw-na-be ..		Lots 6, 7, and 8	12	47	3	73.55	Do.
Mez-he-naw-a		Lots 10 and 11, Sec. 12, and lot 4	13	47	3	73.55	Do.
Dad-je-gan		Lot 9	12	47	3	71.50	Do.
A-wa-ze-gaw-bo-ne-kwa ..		Lots 3, 5, and 9	13	47	3	81.35	Jan. 13, 1883
A-w-mon-ce		Lots 6 and 8	13	47	3	60.60	May 11, 1867
Nawa-kam-i-go-kwa		Lot 10	13	47	3	70	June 20, 1881
	James Current	Lot 11, sec. 13, and lots 3 and 4	14	47	3	75	May 11, 1867
Wa-way-a-i-osh		Lot 1	14	47	3	78.40	June 20, 1881
Be-de-quash		Lots 5 and 6, sec. 14, and lot 3	23	47	3	74.25	May 11, 1867
Be-de-kwaah (!)		Lot 1	23	47	3	7	June 20, 1881
Kitch-e-naw-be-shosh ..		Lot 7, sec. 14, and lot 4	23	47	3	79.70	May 11, 1867
	Antoine Denuis	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	19	47	3	80	June 20, 1881
Ka-gog		E. $\frac{1}{2}$ SW. $\frac{1}{2}$	20	47	3	80	Dec. 23, 1885
	Augusta Marie Chingway ..	E. $\frac{1}{2}$ SE. $\frac{1}{2}$	21	47	3	80	Nov. 23, 1884
Pe-pe-ge-we-sinse	Madaline Chingway ..	W. $\frac{1}{2}$ SW. $\frac{1}{2}$	21	47	3	80	June 20, 1881
Mis-co-gwan-a-be		Lots 5 and 6	23	47	3	70.85	May 11, 1867
Shi-ba-ge-zhig		Lot 11	23	47	3	74.30	Do.
Wa-wa-kis		Lots 12, 7, 8, and 9	23	47	3	66.25	Nov. 20, 1872
Da-daw-ko-ze-day		Lot 10	23	47	3	79.75	May 11, 1867
Maw-ze-ne-ge-zhig		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	24	47	3	80	June 20, 1881
	Thomas Okundicum	Lot 10	25	47	3	72	Nov. 28, 1884
Wa-nab-bo-zho		Lots 14, 15, 17, sec. 25, and lots 1 and 3	26	47	3	78.15	May 11, 1867
Ne-gaw-ne-ge-zhig		Lot 16, sec. 25, and lot 2	26	47	3	62	June 20, 1881
Ka-we-l-osh		Lots 2 and 8	25	47	3	83.83	Oct. 12, 1882

Bad River Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
A-daw-wa-ge-zhig		Lot 9	25	47	3	43	May 11, 1867
Ga-gwa-je-sah		Lots 4 and 5	26	47	3	74.30	Do.
	David Green	Lots 6 and 7	26	47	3	75.60	Do.
Ba-me-sens		Lot 9	26	47	3	72.55	June 20, 1881
Mad-daze	Edward Haskins	E. $\frac{1}{2}$ SE $\frac{1}{2}$	26	47	3	80	May 19, 1883
	Susan Twobirds	E. $\frac{1}{2}$ SW $\frac{1}{2}$	28	47	3	80	
We-nie-gwa-ance	Jack Butterfly	W. $\frac{1}{2}$ SW $\frac{1}{2}$	28	47	3	80	June 20, 1881
As-kwa-gwon-a-yosh	Horace Greeley	N. $\frac{1}{2}$ NW $\frac{1}{2}$	30	47	3	80	Do.
O-ka-ji-wag		E. $\frac{1}{2}$ NE $\frac{1}{2}$	31	47	3	80	Nov. 23, 1884
	William La Pointe	E. $\frac{1}{2}$ SE $\frac{1}{2}$	31	47	3	80	Dec. 21, 1882
	Frank Blatchford	W. $\frac{1}{2}$ SE $\frac{1}{2}$	31	47	3	80	Do.
	Henry La Pointe	W. $\frac{1}{2}$ SW $\frac{1}{2}$	32	47	3	80	Do.
	Mary Stoddard	E. $\frac{1}{2}$ SW $\frac{1}{2}$	32	47	3	80	
	Charlotte Twobirds	W. $\frac{1}{2}$ NW $\frac{1}{2}$	33	47	3	80	
	William Conner	S. $\frac{1}{2}$ SE $\frac{1}{2}$	34	47	3	80	
	Antoine Rankin	W. $\frac{1}{2}$ SE $\frac{1}{2}$	35	47	3	80	
A-ga-si-gi-zhe-go-kwa		E. $\frac{1}{2}$ NE $\frac{1}{2}$	36	47	3	80	June 20, 1881
A-w-na-quot		Lot 6	2	48	3	78.80	May 11, 1867
Naw-an-aw-e-qua		NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 2, and NE. $\frac{1}{2}$ SE. $\frac{1}{2}$	3	48	3	80	Do.
An-e-we-gaw-bow		Lots 1 and 2	17	48	3	52.15	Do.
Wa-be-she-sheus		Lot 3	17	48	3	78.30	Do.
Me-saw-bay		Lot 4	17	48	3	51.40	Do.
Naw-a-jou-an		Lot 5, sec. 17, and NW. $\frac{1}{2}$ NW. $\frac{1}{2}$	20	48	3	62.65	Do.
	Joseph Delenney	Lot 3, and NE. SW. $\frac{1}{2}$	19	48	3	60.30	Dec. 21, 1882
O-ge-ma-ge-zhig-o-kwa		E. $\frac{1}{2}$ NW. $\frac{1}{2}$	20	48	3	80	June 20, 1881
Gis-kak		S. $\frac{1}{2}$ SE. $\frac{1}{2}$	20	48	3	80	Sept. 26, 1883
Ba-she-kwa		W. $\frac{1}{2}$ NE. $\frac{1}{2}$	21	48	3	80	
	William Rankin	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	21	48	3	80	
Pa-sku-da-a-mo		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	21	48	3	80	
	William Canture	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	22	48	3	80	July 23, 1885
Be-na-she		W. $\frac{1}{2}$ SE. $\frac{1}{2}$	22	48	3	80	May 11, 1867
Joseph Kaw-wa-yaw-she		SW. $\frac{1}{2}$ NE. and lots 3 and 4.	23	48	3	71	Do.
Ja-meas		Lot 2	23	48	3	47.06	Do.
Waw-sech-cang		Lot 1, sec. 23, and lot 1.	26	48	3	33.77	Do.
Ab-by-Spooner	Teacher	Lot 10, sec. 23, and lots 4, 8, and 10.	26	48	3	109.33	Apr. 1, 1865
Ho-ne-i-aw-sin-o-kwa	Julia Stoddard	Lots 1 and 3	24	48	3	84.37	June 20, 1881
O-ba-ba-me-je-wa-no-quay		Lots 2 and 10	24	48	3	75.75	May 11, 1867
She-baw-yosh		Lot 11 and SW. $\frac{1}{2}$ SW. $\frac{1}{2}$	24	48	3	66.80	Do.
Ke-naw-a-me-kwod		SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ and lots 5 and 6.	25	48	3	70.78	June 20, 1881
Ge-ne-wan		Lot 7	25	48	3	25.75	Do.
	James Blackbird	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	25	48	3	80	Do.
	David Green, jr.	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and lots 3 and 4.	25	48	3	67.23	Do.
	Joseph Green	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and lot 1.	25	48	3	79.60	May 11, 1867
Ge-zig-o-quay		Lot 2, sec. 25, and lot 11.	26	48	3	36.30	Do.
	Leonard H. Wheeler (missionary)	Lots 3, 2, and 5	26	48	3	94.86	Apr. 1, 1865
	Henry Blatchford (mis- sionary)	NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ and E. $\frac{1}{2}$ NW. $\frac{1}{2}$	26	48	3	120	Do.
Man-e-do-ge-zhig, jr.	William Knight	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	26	48	3	80	June 20, 1881
O-zaw-wan-ne-me-kee		Lots 6 and 7	26	48	3	58.51	May 11, 1867
Waw-ban-ne-no-din		S. $\frac{1}{2}$ SW. $\frac{1}{2}$	26	48	3	80	June 20, 1881
Chin-gwa-se-no-kwa		N. $\frac{1}{2}$ SW. $\frac{1}{2}$	27	48	3	80	July 28, 1885
We-we-nah		SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 27, and NE. $\frac{1}{2}$ NW. $\frac{1}{2}$	34	48	3	80	Do.
	Catharin Amonse	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 27, and SE. $\frac{1}{2}$ SE. $\frac{1}{2}$	28	48	3	80	Do.
She-bin-gus	Gush Chingway	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	28	48	3	80	Sept. 26, 1883
	Angelic Chingway	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	28	48	3	80	Do.
	Madeline Doolittle	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ sec. 28, NW. $\frac{1}{2}$ NE. $\frac{1}{2}$	33	48	3	80	July 28, 1885
Ma-ka-da-gwa-ra-kwa	Louise Chingway	E. $\frac{1}{2}$ NE. $\frac{1}{2}$	29	48	3	80	Sept. 26, 1883
	Josa Bear Liver	NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and N. W. $\frac{1}{2}$ NE. $\frac{1}{2}$	29	48	3	80	May 11, 1867
	Josette Chingway	W. $\frac{1}{2}$ SW. $\frac{1}{2}$	29	48	3	80	Nov. 23, 1884
	Charles La Rose	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and N. W. $\frac{1}{2}$ SW. $\frac{1}{2}$	30	48	3	82.38	June 20, 1881

Bad River Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Ge-che-e-kwa		W. $\frac{1}{2}$ SE. $\frac{1}{2}$	33	48	3	80	June 20, 1881
So-zeuse	Joseph Stoddard	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	34	48	3	80	Do.
Da-daw-ko-se-day		E. $\frac{1}{2}$ SW. $\frac{1}{2}$	34	48	3	80	Do.
	John Stoddard	W. $\frac{1}{2}$ SW. $\frac{1}{2}$	34	48	3	80	Do.
	John B. Cadotte	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	34	48	3	80	Dec. 21, 1882
Mau-kan-da-wau-quot-on-ce.		Lots 4 and 5	25	48	3	74.84	May 11, 1867
E-qua-zance-ish		Lot 6 and SW. $\frac{1}{2}$ N. W. $\frac{1}{2}$	35	48	3	73.81	Do.
Ma-quam-me-we-gwan	Joseph Martin, jr.	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	35	48	3	80	July 28, 1885
Saw-bad-deese-an-ce-ish		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	36	48	3	80	May 11, 1867
Ba-bwa-me-yash		NW. $\frac{1}{2}$ NE. $\frac{1}{2}$, and lot 5	36	48	3	66.86	Do.
Wa-sa-je-won-o-kwa		SW. $\frac{1}{2}$ NE. $\frac{1}{2}$, and lots 4 and 7	36	48	3	73.94	Do.
Wish-kab	Antoine Decateau	Lot 6	36	48	3	46.30	Nov. 20, 1872
Be-me-say		SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	36	48	3	80	Dec. 21, 1882
Wash-ka-was-sin-o-kwa		Lots 3, 8, and 9	36	48	3	73.09	May 11, 1867
Me-no-go-zik	Thomas Blackbird	Lot 2 and 10	36	48	3	67.42	Do.
Ma-ze-wa-l-on-jay		Lot 4, and SE. $\frac{1}{2}$ SE. $\frac{1}{2}$	24	48	4	73.25	June 20, 1881
		Lot 2, sec. 24, and NE. $\frac{1}{2}$ NW. $\frac{1}{2}$	25	48	4	90.20	Do.
		Lot 1, sec. 24, and NW. $\frac{1}{2}$ NW. $\frac{1}{2}$	25	48	3	77.38	Do.
	Louis Michel	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	36	48	4	80	
	Lizzie Condecon	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$, and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	36	48	4	80	July 28, 1885
	George Manypenny	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	36	48	4	80	Do.
Kl-mi-wan		SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	36	48	4	40	Do.

Red Cliff Reservation.

Amons	Lewis Lemieux	Lot 3	20	51	3	55.35	
	Rosalie Deragon	Lot 5	20	51	3	60.72	Dec. 14, 1881
	Josette St. John	Lot 1, Sec. 29, and NE. $\frac{1}{2}$ NE. $\frac{1}{2}$	30	51	3	94.38	May 16, 1878
O-za-di	Catharine Richards	Lot 2	29	51	3	39.43	Dec. 14, 1881
	Francois Gaudin	Lot 3	29	51	3	22.88	Do.
	John B. St. John	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	30	51	3	80	May 16, 1878
Gewi-ta-go-jig		SE. $\frac{1}{2}$ NE. $\frac{1}{2}$	30	51	3	40	Dec. 14, 1881
	Joseph Baker	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	30	51	3	80	Do.
	Louis Gaudin, sr.	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	30	51	3	80	May 16, 1878
Na-wad-ji-wan	Michel Bazinet	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	30	51	3	80	Do.
	John Jibway	Lot 1	30	51	3	37.62	June 17, 1885
	Charles Charette	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$	80	51	3	40	Do.
	Michel Duprez	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	80	51	3	80	May 16, 1878
	Flavia Deragon	S. $\frac{1}{2}$ SW. $\frac{1}{2}$	30	51	3	80	Dec. 14, 1881
Joseph Artichoz	Joseph Djordon	Lot 1 and NE. $\frac{1}{2}$ N. W. $\frac{1}{2}$	31	51	3	77.70	June 17, 1885
	Danis Deragon	NW. $\frac{1}{2}$ NW. $\frac{1}{2}$, Sec. 31, 51, 3, and NE. $\frac{1}{2}$ NE. $\frac{1}{2}$	36	51	4	80	Dec. 14, 1881
Go-bi-ma-bi	Henry Buffalo	Lot 2 and SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	31	51	3	101.58	May 16, 1878
Shis-hil	John Andoine Buffalo	Lot 3 and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	31	51	3	82.15	Do.
Ka-tons *	John Buffalo	Lot 4 and SW. $\frac{1}{2}$ SW. $\frac{1}{2}$ *	31	51	3	84.10	Do.
Aw-bedash-aw-a-bi-dash.	Joseph Ray	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	25	51	4	80	Do.
An-a-da-gam-i		S. $\frac{1}{2}$ NE. $\frac{1}{2}$	25	51	4	80	Do.
Jim	John Bete Gaustin	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	25	51	4	80	Do.
Go-zi-no	John B. Gaudin	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	25	51	4	80	Do.
	John B. Gaudin	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	25	51	4	80	Do.
Chin-go-gi-jig	Julia Deragon	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	25	51	4	80	Dec. 14, 1881
	Antoine Buffalo	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	25	51	4	80	May 16, 1878
	Robert Couture	S. $\frac{1}{2}$ SW. $\frac{1}{2}$	25	51	4	80	Do.

* Lot 4, less 4 acres from NE. $\frac{1}{2}$ of SE. $\frac{1}{2}$ of said lot, inclosed by fence and reserved for school purposes.

Red Cliff Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Au-deg	Angeleque Souliere...	S. $\frac{1}{2}$ NE. $\frac{1}{2}$	36	51	4	80	May 16, 1878
	Michel Deragon	NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ NW. $\frac{1}{2}$	36	51	4	80	Dec. 14, 1881
Mad-ji-gis h i g-m e s h- kang.	Michel Souliere	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	36	51	4	80	May 16, 1878
	Edward Gordon	NW. $\frac{1}{2}$ NW. $\frac{1}{2}$	36	51	4	40	Nov. 17, 1885
An-i-ni-kins	Mary Buffalo	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	36	51	4	80	May 16, 1878
	Samuel F. Gurnor	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	36	51	4	80	Dec. 14, 1881
O-zho-gay	Antoine Ray	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	36	51	4	80	May 16, 1878
	John B. Ray	S. $\frac{1}{2}$ SW. $\frac{1}{2}$	36	51	4	80	Do.

Lac Court Oreille Reservation.

An-deg	Alexander Bellisle...	NE. $\frac{1}{2}$	3	40	6	106.97	Mar. 27, 1883
Gi-wi-ta-gi-ji-go-kwe		W. $\frac{1}{2}$ SE. $\frac{1}{2}$	3	40	6	80	June 20, 1881
Mis-sa-be		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	17	40	6	80	Nov. 13, 1885
Be-ji-g-olash		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	17	40	6	80	June 20, 1881
Bam-pioo		Lot 1, Sec. 17, and lot 1.	20	40	6	97.80	Do.
Aw-na-kwad		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$, Sec. 18, and NE. $\frac{1}{2}$ NE. $\frac{1}{2}$.	19	40	6	80	Do.
Ke-qowe-dash		Lot 4, Sec. 20, and NW. $\frac{1}{2}$ NW. $\frac{1}{2}$.	21	40	6	100.15	Do.
Nin-gi-win-ze		N. $\frac{1}{2}$ SE. $\frac{1}{2}$	20	40	6	80	Oct. 15, 1883
Ni-tam-i-gi-gi-do-kwe		NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ and lot 6.	20	40	6	81.05	June 20, 1881
Mi-no-gi-jig		Lot 1, Sec. 27, and lot 2.	28	40	6	97.58	Do.
Bi-mo-sa-gi-zhig		Lot 3	28	40	6	61.18	Do.
James Verrette		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	29	40	6	80	Do.
Ne-ba-we-ge-zhig-o- kwa.		Lots 9 and 10	29	40	6	71.17	Oct. 15, 1881
Je-ga-kiash		Lot 3, Sec. 32, and lots 3, 4, and 5.	29	40	6	90.78	June 20, 1881
Do		Lot 1	29	40	6	29.34	Oct. 15, 1883
Esh-pai-o		NE. $\frac{1}{2}$ NE. $\frac{1}{2}$	32	40	6	40	Oct. 13, 1883
Bo-do, second		NW. $\frac{1}{2}$ NE. $\frac{1}{2}$, Sec. 32, and lot 2.	29	40	6	70.38	June 20, 1881
Bi-da-na-kwad		Lots 6 and 7	31	40	6	85.97	Oct. 15, 1883
O-que-gau, fifth		Lots 4 and 5	31	40	6	72.40	June 20, 1881
Chiz-ni-aw		NW. frl. $\frac{1}{2}$ NW. $\frac{1}{2}$ and lot 8.	31	40	6	73.82	Oct. 15, 1883
No-no-gi-ji-go-kwe		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ and lot 8.	31	40	6	87.10	June 20, 1881
Pom-way-wis- <i>o n o</i> - kwa.		Lots 1 and 2	31	40	6	79.74	Nov. 6, 1883
O-ga-bay-ge-zhig		Lot 1	32	40	6	51.52	June 20, 1881
Ni-ga-ni-gi-pi-go-kwe		Lots 3 and 4	33	40	6	79.18	Do.
O-mash-kweg-a-ton		NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	33	40	6	80	Nov. 13, 1885
Ik-we-wish		S. $\frac{1}{2}$ SE. $\frac{1}{2}$	33	40	6	80	June 20, 1881
Ge-ne-wa-ge-zhig		NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ and lot 2.	34	40	6	93.48	Do.
Se-ge-ne-gay	David Bellisle	Lots 3 and 6	34	40	6	105.74	Do.
Oz-ha-wash-ko-ge-zhig- o-kway.		Lot 1, Sec. 34, and lot 2.	35	40	6	89.46	Mar. 27, 1883
Ne-ia-na-kwa-do-kwe		Lots 7 and 8, Sec. 34, and lot 1.	35	40	6	76.27	June 20, 1881
Oj-a-wash-ko-gi-jig, jr.		Lot 1	26	40	7	68.25	Do.
Ne-kinse		Lot 2	26	40	7	68.05	Do.
Ka-ka-go		Lot 3	34	40	7	58	Do.
E-na-wi-ga-bow	Augustin Kebeossang	Lots 2 and 3	36	40	7	81.88	Do.
Ke-be-os-sang		Lot 3	1	40	8	72.80	Oct. 15, 1883
Gaw-gi-ga-be		S. $\frac{1}{2}$ SE. $\frac{1}{2}$	1	40	8	80	Do.
Maw-na-meg		E. $\frac{1}{2}$ SW. $\frac{1}{2}$	1	40	8	80	Do.
Bi-shi-kins		Lot 2 and E. frl. $\frac{1}{2}$ NW. $\frac{1}{2}$	2	40	8	80.78	Do.
Do		Lot 3	2	40	8	62.60	June 20, 1881
Na-meuse		W. $\frac{1}{2}$ SE. $\frac{1}{2}$	2	40	8	80	Do.
Mis-ko-a-gi-jig		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$	2	40	8	40	Oct. 15, 1883
		NE. $\frac{1}{2}$ NE. $\frac{1}{2}$	11	40	8	40	Do.
		E. $\frac{1}{2}$ SW. $\frac{1}{2}$	2	40	8	80	June 20, 1881
		W. $\frac{1}{2}$ SW. $\frac{1}{2}$	2	40	8	80	Oct. 15, 1883
	Emma Roberge	E. frl. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SE. $\frac{1}{2}$	4	40	8	93.80	Nov. 13, 1885

Lac Court Oreille Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Og-mai-gi-ji-go-kwe		E. frl. $\frac{1}{2}$ NW. $\frac{1}{2}$	4	40	8	54.67	Oct. 15, 1883
Bos-king		W. frl. $\frac{1}{2}$ NW. $\frac{1}{2}$	4	40	8	55.10	Do.
Sa-ga-a-ga-ni-kwe		E. $\frac{1}{2}$ SW. $\frac{1}{2}$	4	40	8	80	Nov. 13, 1885
Bo-ni-ash		E. frl. $\frac{1}{2}$ NE. $\frac{1}{2}$	5	40	8	54.40	Do.
Ne-gi-i-o		W. frl. $\frac{1}{2}$ NE. $\frac{1}{2}$	5	40	8	53.47	Do.
Be-ni-we-we		E. frl. $\frac{1}{2}$ NW. $\frac{1}{2}$	5	40	8	52.53	Do.
Gwi-o-ko-gi-jig		W. frl. $\frac{1}{2}$ NW. $\frac{1}{2}$	5	40	8	51.60	Do.
	Paul Sawyer	E. $\frac{1}{2}$ SE. $\frac{1}{2}$	5	40	8	80	Do.
	George Trotrocord	E. $\frac{1}{2}$ SW. $\frac{1}{2}$	5	40	8	80	Do.
O-gi-ta-kum		E. frl. $\frac{1}{2}$ NE. $\frac{1}{2}$	6	40	8	50.74	Do.
	Akiwens Apicon	NW. frl. $\frac{1}{2}$	6	40	8	80.09	Do.
Bi-si-bans		NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	6	40	8	80	Do.
A-ta-wa		S. $\frac{1}{2}$ SE. $\frac{1}{2}$	6	40	8	80	Do.
Be-bwe-ni		Lots 1 and 2.	6	40	8	72.72	Do.
Go-bit-we-gi-jig		SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ and lot 2.	7	40	8	78.90	Do.
Chi-cog, second		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	8	40	8	80	Oct. 15, 1883
Mo-kitch-i-wa-no-kwe		W. $\frac{1}{2}$ NE. $\frac{1}{2}$	8	40	8	80	Do.
Que-ka-bi-kwe		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	8	40	8	80	Do.
Ci-ta-wa-si-no-kwe		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	8	40	8	80	Nov. 13, 1885
Jin-gwi-wi-sins		W. $\frac{1}{2}$ SE. $\frac{1}{2}$	8	40	8	80	Do.
En-da-so-gi-jig		Lot 1 SW. $\frac{1}{2}$	8	40	8	68.80	Oct. 15, 1883
I-kwe-sen-sish-ga-dook		Lot 2.	8	40	8	54.28	Nov. 13, 1885
Man-da-min		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	9	40	8	80	Do.
	Alex Whitefeather	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	10	40	8	80	Do.
Chi-gog-o-gi-ma-gi-gig		S. $\frac{1}{2}$ SW. $\frac{1}{2}$	10	40	8	80	Oct. 15, 1883
Min-do-mois		W. $\frac{1}{2}$ NE. $\frac{1}{2}$	11	40	8	80	Do.
Ti-bis-co-gi-jig		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	11	40	8	80	Do.
	Madaline Corbine	W. $\frac{1}{2}$ SE. $\frac{1}{2}$	11	40	8	80	Nov. 13, 1885
May-me-naw-she		W. SW. $\frac{1}{2}$	11	40	8	80	June 20, 1881
A-ga-sa		W. NE. $\frac{1}{2}$	12	40	8	80	Oct. 15, 1883
An-ji-ga-baw-i-kwe		E. $\frac{1}{2}$ NW. $\frac{1}{2}$	12	40	8	80	Do.
Ki-i-wa-bi-nessi		W. NW. $\frac{1}{2}$	12	40	8	80	Do.
Names, 3d		E. $\frac{1}{2}$ SW. $\frac{1}{2}$	12	40	8	80	Do.
Be-ba-mi-sins		W. SW. $\frac{1}{2}$	12	40	8	80	Do.
Ma-gi-gi-ji-go-kwe		E. $\frac{1}{2}$ NW. $\frac{1}{2}$	13	40	8	80	Do.
O-ka-bi-kam-l-go-kwe		W. SE. $\frac{1}{2}$	13	40	8	80	Do.
	James E. Squires	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	14	40	8	80	Nov. 13, 1885
	Marie Bellisle	W. NE. $\frac{1}{2}$	14	40	8	80	Do.
We-wa-de-kami-go-kwe		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	14	40	8	80	Do.
Celia Kin-a-bi-go-kwe		W. SE. $\frac{1}{2}$	14	40	8	80	Oct. 15, 1883
Wa-bish-ko		W. SW. $\frac{1}{2}$	14	40	8	80	Nov. 13, 1885
Man-ji-na-kwe		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	15	40	8	80	Oct. 15, 1883
Sa-gi-gwa-we-bi		W. NE. $\frac{1}{2}$	15	40	8	80	Nov. 13, 1885
Ki-na-bi-go-kwe		N. $\frac{1}{2}$ NW. $\frac{1}{2}$	15	40	8	80	Do.
Na-way-osh-ins		S. $\frac{1}{2}$ NW. $\frac{1}{2}$	15	40	8	80	Do.
O-kwa-gan, ar		N. $\frac{1}{2}$ SE. $\frac{1}{2}$	15	40	8	80	June 20, 1881
We-wash-kish		S. $\frac{1}{2}$ SE. $\frac{1}{2}$	15	40	8	80	Nov. 13, 1885
Be-dud		N. $\frac{1}{2}$ SW. $\frac{1}{2}$	15	40	8	80	Do.
Og-mi-a-gi-jig		S. $\frac{1}{2}$ SW. $\frac{1}{2}$	15	40	8	80	Oct. 15, 1883
Bi-ji-kin		W. $\frac{1}{2}$ NE. $\frac{1}{2}$	17	40	8	80	Oct. 15, 1883
	John Kwegan	NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and lot 2.	17	40	8	78.60	Nov. 13, 1885
O-ma-jik		Lot 1, Sec. 17, and lot 1.	18	40	8	71.59	Do.
O-sa-wi-bi-nim-se-kwe		NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ and lot 3.	17	40	8	93.67	Do.
	George Fleming	Lot 4.	17	40	8	67.87	Oct. 15, 1883
	Geo. Missigin Buck	Lots 3 and 4 and NW. frl. $\frac{1}{2}$ NW. $\frac{1}{2}$	18	40	8	80.03	Nov. 13, 1885
Ga-i-ash-ki-bas		Lot 3, Sec. 20, and lot 1.	21	40	8	72.90	Do.
Ni-ban		Lot 4, Sec. 20, and lot 3.	29	40	8	66.44	Do.
Ma-ma-jik		NE. $\frac{1}{2}$ NE. $\frac{1}{2}$, Sec. 21, and NW. $\frac{1}{2}$ NW. $\frac{1}{2}$	22	40	8	80	Oct. 15, 1883
	Mike Corbine	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$, Sec. 21, and SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	22	40	8	80	Nov. 13, 1885
Ta-mi-gi-jig		SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ NW. $\frac{1}{2}$	21	40	8	80	Do.
Ki-ta-ki-wi-gi-jig		N. $\frac{1}{2}$ NW. $\frac{1}{2}$	21	40	8	80	Do.
Pa-de-bos-sing		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	21	40	8	80	Oct. 15, 1883
	John Whitefeather	W. $\frac{1}{2}$ SE. $\frac{1}{2}$	21	40	8	80	Do.
	John B. Larogue	NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ and lot 2.	21	40	8	90.85	Mar. 27, 1883
Mon-i-ai-ni-ni		N. $\frac{1}{2}$ NE. $\frac{1}{2}$	22	40	8	80	Nov. 13, 1885
Ge-bit-we-we		SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SE. $\frac{1}{2}$	22	40	8	80	Oct. 15, 1883

Lac Court Oreille Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Che-ba-kee		NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$	22	40	8	80	Oct. 15, 1883
Mi-shi-ke		E. $\frac{1}{2}$ SW. $\frac{1}{4}$	22	40	8	80	Do.
Qui-wi-sens-ga-na-manj		SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 22, NW. $\frac{1}{4}$ NW. $\frac{1}{4}$	27	40	8	80	Do.
Ge-bi-tweuse.		E. $\frac{1}{2}$ NE. $\frac{1}{4}$	23	40	8	80.00	Nov. 13, 1885
Mary Opti-gi-ji-go-kwe.		W. $\frac{1}{2}$ NE. $\frac{1}{4}$	23	40	8	80.00	Oct. 15, 1883
	Susan Blanchor	NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and lot 3.	23	40	8	75.60	Dec. 16, 1883
	John Akiwenzi	NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and lot 2	23	40	8	77.75	Nov. 13, 1885
Ke-we-ash-i-kwe Martin.		S. $\frac{1}{2}$ NE. $\frac{1}{4}$	24	40	8	80.00	Do.
	Mitchel Thomas	SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	24	40	8	80.00	Do.
Ogi-ma-gi-ji-go-kwe Martin.		N. $\frac{1}{2}$ SE. $\frac{1}{4}$	24	40	8	80.00	Do.
Be-ni-we-we-gi-ji-go-kwe.		S. $\frac{1}{2}$ SE. $\frac{1}{4}$	24	40	8	80.00	Oct. 15, 1883
He-watch		N. $\frac{1}{2}$ NE. $\frac{1}{4}$	25	40	8	80.00	Nov. 13, 1885
Ke-do-ki-wi-ga-bow, 2d		S. $\frac{1}{2}$ NE. $\frac{1}{4}$	25	40	8	80.00	Oct. 15, 1883
Ma-ka-day-ge-zhig		NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and Lot 1	25	40	8	79.99	June 20, 1881
A-se-bow		NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	25	40	8	80.00	Do.
	John Scott	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 26 and NW. $\frac{1}{4}$ NE. $\frac{1}{4}$	35	40	8	80.00	Nov. 13, 1885
	Adaline Mana Migonse	W. $\frac{1}{2}$ SE. $\frac{1}{4}$	27	48	8	80.00	Do.
Go-gi-sheff		Lots 1 and 2	28	48	8	76.90	Do.
Ga-na-mauj		Lot 3 and NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	28	48	8	73.10	Oct. 15, 1883
Bi-ji-go-bi-nins		Lots 4 and 5	28	40	8	96.30	Do.
Bine-we-we-shin		Lot 6, Sec. 28 and lot 4.	29	40	8	74.95	Nov. 13, 1885
Ke-ji-i-ni-ni		E. $\frac{1}{2}$ NE. $\frac{1}{4}$	28	40	8	80.00	Do.
Pi-mo-se-gi-ji-g		E. $\frac{1}{2}$ SE. $\frac{1}{4}$	28	40	8	80.00	Oct. 15, 1883
Ma-ka-de-gwi-wi Sens		Lot 2 SW. $\frac{1}{4}$ NE. $\frac{1}{4}$	29	40	8	71.50	Nov. 13, 1885
Gwi-wis-ga-ji-as		Lots 5 and 6	29	40	8	92.91	Do.
Gil-chi-ga-mi-kwe		Lots 2 and 3	32	40	8	100.07	Do.
Ga-ga-gi-e-si-gwau		Lot 1 and NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 31 and lot 5.	30	40	8	82.33	Oct. 15, 1883
	Michael Wendd	Lot 2 and NW. $\frac{1}{4}$ NE. $\frac{1}{4}$	31	40	8	95.88	Do.
Chi-cog-Shin-a-we-gi-ji-g		Lot 2, Sec. 32 and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	33	40	8	73.65	Nov. 13, 1885
	Nancy	SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and Lot 2 { Lot 4, Sec. 33, T 40, R 8. and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ }	33	40	8	76.40	Do.
Gi-bit-we-gi-ji-g			18	39	7	120.70	{ Oct. 15, 1883 Nov. 13, 1885
Mad-ji-gi-ji-go-kwe		N. $\frac{1}{2}$ SE. $\frac{1}{4}$	33	40	8	80	Do.
Wau-sau		S. $\frac{1}{2}$ SW. $\frac{1}{4}$	33	40	8	80	Do.
Antoine Gi-way-gi-zhig		S. $\frac{1}{2}$ NE. $\frac{1}{4}$	34	40	8	80	June 20, 1881
	Bazil Dennis	S. $\frac{1}{2}$ NW. $\frac{1}{4}$	34	40	8	80	Nov. 13, 1885
	Bostonin Oshoge	E. $\frac{1}{2}$ SE. $\frac{1}{4}$	34	40	8	80	Do.
Ching-wa-way	George Sheff	W. $\frac{1}{2}$ SE. $\frac{1}{4}$	34	40	8	80	June 20, 1881
Andeg She-tak		E. $\frac{1}{2}$ SW. $\frac{1}{4}$	34	40	8	80	Do.
	Louis Bellisle	N. $\frac{1}{2}$ NW. $\frac{1}{4}$	35	40	8	80	Nov. 13, 1885
	Peter Martin	S. $\frac{1}{2}$ NW. $\frac{1}{4}$	35	40	8	80	Oct. 15, 1883
	John Quartiers	NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ Sec. 35, and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	36	40	8	80	Nov. 13, 1885
	John Lagoo	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 35, Tp. 40, and NE. fl. $\frac{1}{2}$ NE. $\frac{1}{4}$	2	39	8	76.98	Do.
Shaw-wan		SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 35, T. 40, NW. fl. $\frac{1}{2}$ NE. $\frac{1}{4}$	2	39	8	76.59	Do.
	Lewis Martin	N. $\frac{1}{2}$ SW. $\frac{1}{4}$	35	40	8	80	Oct. 15, 1883
Naw-zhi-na-kway		Lot 1 NE. $\frac{1}{4}$	36	40	8	62.80	June 20, 1881
Ge-way-ge-zhig		N. $\frac{1}{2}$ NW. $\frac{1}{4}$	36	40	8	80	Do.
Wa-Jashk, jr		S. $\frac{1}{2}$ NW. $\frac{1}{4}$	36	40	8	80	Do.
Ge-no-shan		Lot 4 and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	36	40	8	87.75	Do.
Ata-wa-si-bi-nis *	Alex. Thomas	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	36	40	8	40	Oct. 15, 1883
	Baptiste, 1st	Lot 1 and SW. $\frac{1}{4}$ N. E. $\frac{1}{4}$	1	39	7	73.30	June 20, 1881
Ga-ba-way		Lot 2 and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$	1	39	7	78.75	Mar. 22, 1883

* See page 6.

Lac Court Oreille Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Ni-jo-bi-nen-si-kwe		W. $\frac{1}{2}$ NW. $\frac{1}{4}$	1	39	7	79.93	June 20, 1881
O-ji-ga-bo-wi-kwe		W. $\frac{1}{2}$ SE. $\frac{1}{4}$	1	39	7	80	Do.
Lo-zay		E. $\frac{1}{2}$ SW. $\frac{1}{4}$	1	39	7	80	Do.
Wim-i-gi-si-kwe		W. $\frac{1}{2}$ SW. $\frac{1}{4}$	1	39	7	80	Do.
Mi-gis-ins		NE. fl. $\frac{1}{2}$ NE. $\frac{1}{4}$ and NW. fl. $\frac{1}{2}$ NE. $\frac{1}{4}$	2	39	7	80.63	Do.
Nay-wa-je-ez-hi-go-kwa	Margret Ke-gwe-dosh.	S. $\frac{1}{2}$ SE. $\frac{1}{4}$	2	39	7	80	Oct. 15, 1883
Min-di-moie		NW. fl. $\frac{1}{2}$ NW. $\frac{1}{4}$ Sec. 4 and NE. fl. $\frac{1}{2}$ NE. $\frac{1}{4}$	5	39	7	77.07	June 20, 1881
		SW. $\frac{1}{2}$ NW. $\frac{1}{4}$ Sec. 4 and SE. $\frac{1}{2}$ NE. $\frac{1}{4}$	5	39	7	80	Do.
	Terese	E. $\frac{1}{2}$ SE. fl.	4	39	7	80	Oct. 15, 1883
	Gust Thomas	NW. fl. $\frac{1}{2}$ NE. $\frac{1}{4}$ and NE. fl. $\frac{1}{2}$ NW. $\frac{1}{4}$	5	39	7	76.19	Nov. 13, 1885
	Frank Thomas	NW. fl. $\frac{1}{2}$ NW. $\frac{1}{4}$ sec. 5 and NE. fl. $\frac{1}{2}$ NE. $\frac{1}{4}$	6	39	7	75.34	Do.
Me-gis-eus Sagimakwe		N. $\frac{1}{2}$ SE. $\frac{1}{4}$	5	39	7	80	Do.
	Bob Thomas	SW. $\frac{1}{2}$ SW. $\frac{1}{4}$ Sec. 5 SE. $\frac{1}{2}$ SE. $\frac{1}{4}$	6	39	7	80	Do.
Shaw-waw-ome-day		Lot 1 and SE. fl. $\frac{1}{2}$ NE. $\frac{1}{4}$	6	39	7	75.50	June 20, 1881
Shin-ge-bis		Lots 2 and 3	6	39	7	77.90	Do.
	Margret Thomas	NW. $\frac{1}{2}$ NE. $\frac{1}{4}$ and NE. $\frac{1}{2}$ NW. $\frac{1}{4}$	7	39	7	80	Nov. 13, 1885
Ge-gi-ni-gwa-ne		E. $\frac{1}{2}$ SW. $\frac{1}{4}$	7	39	7	80	Do.
Ba-k-waw-jin-se		S. $\frac{1}{2}$ NW. $\frac{1}{4}$	8	39	7	80	June 20, 1881
Sophia-Bo-ka-way		E. $\frac{1}{2}$ NE. $\frac{1}{4}$	10	39	7	80	Do.
De-bish-ko-gez-hig		E. $\frac{1}{2}$ SE. $\frac{1}{4}$	10	39	7	80	Do.
Gaw-ge-wa-i-osh, sr.		N. $\frac{1}{2}$ NE. $\frac{1}{4}$	11	39	7	80	Do.
Wa-wei-i-pin (heir No-shi-kwe-i-an).		SW. $\frac{1}{2}$ NE. $\frac{1}{4}$ and NW. $\frac{1}{2}$ SE. $\frac{1}{4}$	11	39	7	80	Do.
Gaw-ge-wa-i-osh, jr.		N. $\frac{1}{2}$ NW. $\frac{1}{4}$	11	39	7	80	Do.
Bi-da-na-kwod-o-kwe		SE. $\frac{1}{2}$ NW. $\frac{1}{4}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{4}$	11	39	7	80	Do.
Bo-bo-ko-way		SW. $\frac{1}{2}$ NW. $\frac{1}{4}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{4}$	11	39	7	80	Do.
O-ga-bay-be-nis		S. $\frac{1}{2}$ SE. $\frac{1}{4}$	11	39	7	80	Do.
Shaw-bo-ge-zhig		N. $\frac{1}{2}$ NE. $\frac{1}{4}$	12	39	7	80	Do.
No-ji-kwa-i-aw		N. $\frac{1}{2}$ NW. $\frac{1}{4}$	12	39	7	80	Do.
Oz-ha-wash-ka-ge-zhig		S. $\frac{1}{2}$ NW. $\frac{1}{4}$	12	39	7	80	Do.
Naw-wa-kwa-gow-bow		N. $\frac{1}{2}$ SE. $\frac{1}{4}$	12	39	7	80	Do.
Ge-wa-i-an-she-kway		S. $\frac{1}{2}$ SE. $\frac{1}{4}$	12	39	7	80	Do.
Ga-way-ka-be-kway		N. $\frac{1}{2}$ SW. $\frac{1}{4}$	12	39	7	80	Do.
Wa-w-s-a-w-z-hi-bi-ko-i-kway		S. $\frac{1}{2}$ SW. $\frac{1}{4}$	12	39	7	80	Do.
Ge-we-taw-ge-zhig		N. $\frac{1}{2}$ NE. $\frac{1}{4}$	13	39	7	80	Do.
Kay-ji-go-chi-go-kwa		S. $\frac{1}{2}$ NE. $\frac{1}{4}$	13	39	7	80	Do.
Awan-se-kway		N. $\frac{1}{2}$ NW. $\frac{1}{4}$	13	39	7	80	Do.
Da-ji-zun		N. $\frac{1}{2}$ SE. $\frac{1}{4}$	13	39	7	80	Do.
Nas-sa-we-ge-zis		N. $\frac{1}{2}$ SW. $\frac{1}{4}$	13	39	7	80	Do.
Me-king-wau		S. $\frac{1}{2}$ SW. $\frac{1}{4}$	13	39	7	80	Do.
	Gust Cadotte	N. $\frac{1}{2}$ NW. $\frac{1}{4}$	14	39	7	80	Nov. 13, 1885
	Henry Cadotte	S. $\frac{1}{2}$ NW. $\frac{1}{4}$	14	39	7	80	Do.
	John Bennette	N. $\frac{1}{2}$ NE. $\frac{1}{4}$	15	39	7	80	Do.
	George Bennette	S. $\frac{1}{2}$ NE. $\frac{1}{4}$	15	39	7	80	Do.
	Charles Wolf	E. $\frac{1}{2}$ NW. $\frac{1}{4}$	15	39	7	80	June 20, 1881
Man-i-gan		E. $\frac{1}{2}$ SE. $\frac{1}{4}$	15	39	7	80	Do.
Wa-pa-gis		W. $\frac{1}{2}$ SE. $\frac{1}{4}$	15	39	7	80	Do.
Bi-ji-kins, 1st		W. $\frac{1}{2}$ SE. $\frac{1}{4}$	15	39	7	80	Do.
Ni-ga-ni-ji-gig		E. $\frac{1}{2}$ SW. $\frac{1}{4}$	15	39	7	80	Do.
Ogi-ma-bi-mus		W. $\frac{1}{2}$ SW. $\frac{1}{4}$	15	39	7	80	Do.
Shang-wish		E. $\frac{1}{2}$ SW. $\frac{1}{4}$	17	39	7	80	Do.
A-na-we-say		W. $\frac{1}{2}$ SW. $\frac{1}{4}$	17	39	7	80	Do.
Min-din-so-ra Sa-gem-a-kwe.	John Mashons	S. $\frac{1}{2}$ NE. $\frac{1}{4}$	17	39	7	80	Nov. 13, 1885
		E. $\frac{1}{2}$ SE. $\frac{1}{4}$	19	39	7	80	Do.
	Julius Carafille	W. $\frac{1}{2}$ SE. $\frac{1}{4}$	19	39	7	80	Do.
	Simon Sivallier	E. $\frac{1}{2}$ SW. $\frac{1}{4}$	19	39	7	80	Do.
Ma-ne-do-kwi-wi-zins		E. $\frac{1}{2}$ NE. $\frac{1}{4}$	20	39	7	80	June 20, 1881
B-da-sin-o-kwe, 2d		W. $\frac{1}{2}$ NE. $\frac{1}{4}$	20	39	7	80	Do.
Bi-ji-kins, 2d		E. $\frac{1}{2}$ NW. $\frac{1}{4}$	20	39	7	80	Do.
Shin-a-we-ji-gig		SE. $\frac{1}{2}$ SW. $\frac{1}{4}$ Sec. 20 and NE. $\frac{1}{2}$ NW. $\frac{1}{4}$	29	39	7	70	Nov. 13, 1885
Ad-jid-ju-kons		E. $\frac{1}{2}$ NE. $\frac{1}{4}$	21	39	7	80	June 20, 1881
Osh-ki-kwe		W. $\frac{1}{2}$ NE. $\frac{1}{4}$	21	39	7	80	Do.
Gi-we-gi-ji-go-kwa		N. $\frac{1}{2}$ SE. $\frac{1}{4}$	21	39	7	80	Do.
O-ba-ba-mi-gi-ji-go-kwe		S. $\frac{1}{2}$ SE. $\frac{1}{4}$	21	39	7	80	Do.
Om-bi-bi-ness		S. $\frac{1}{2}$ NW. $\frac{1}{4}$	29	39	7	80	Nov. 13, 1885
Wa-wi-ens		E. $\frac{1}{2}$ SW. $\frac{1}{4}$	29	39	7	80	Do.

Lac Court Oreille Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Ma-ka-to-gay		W. $\frac{1}{2}$ SW. $\frac{1}{4}$	29	39	7	80	Nov. 13, 1885
No-din		S. $\frac{1}{2}$ NE. $\frac{1}{4}$	30	39	7	80	Do.
	Charles Ford	E. $\frac{1}{2}$ SE. $\frac{1}{4}$	30	39	7	80	Do.
Ga-wi-fa-i-ash		E. $\frac{1}{2}$ NE. $\frac{1}{4}$	31	39	7	80	Do.
A-ne-gi-ji-go-kwe		E. $\frac{1}{2}$ SE. $\frac{1}{4}$	31	39	7	80	Do.
O-ba-ba		SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	31	39	7	80	Do.
	Carie Isham	E. $\frac{1}{2}$ NE. $\frac{1}{4}$	32	39	7	80	Do.
O-ge-me-bi-nin-si-kwe	Mary Pi-ta-tano-kwe	W. $\frac{1}{2}$ NE. $\frac{1}{4}$	32	39	7	80	Do.
Mi-si-wa-gi-jig		E. $\frac{1}{2}$ NW. $\frac{1}{4}$	32	39	7	80	Do.
Be-sow-i-gi-jig-a-kuoous		E. $\frac{1}{2}$ SE. $\frac{1}{4}$	32	39	7	80	Oct. 15, 1883
	Mary Isham	W. $\frac{1}{2}$ SE. $\frac{1}{4}$	32	39	7	80	Nov. 13, 1885
	Delia Nesville	N. $\frac{1}{2}$ SW. $\frac{1}{4}$	32	39	7	80	Do.
	Edward Dingley	S. $\frac{1}{2}$ SW. $\frac{1}{4}$	32	39	7	80	Do.
	Angeline Setter	W. $\frac{1}{2}$ NE. $\frac{1}{4}$	33	39	7	80	Do.
Ni-kins-mis-koon-dib		E. $\frac{1}{2}$ NW. $\frac{1}{4}$	33	39	7	80	Do.
Ge-go-si-kin (Ge-be-ose-kwe in patent).		W. $\frac{1}{2}$ NW. $\frac{1}{4}$	33	39	7	80	Do.
Tk-we-wiah (Mur-bwa-gi-jig, heir of).		S. $\frac{1}{2}$ SE. $\frac{1}{4}$	33	39	7	80	Do.
Mis-ko-gwa-wis-sims Ni-kins.		E. $\frac{1}{2}$ SW. $\frac{1}{4}$	33	39	7	80	Do.
Ni-ga-nans		W. $\frac{1}{2}$ SW. $\frac{1}{4}$	33	39	7	80	Do.
Mi-sha-quot		Lot 1 and NE. fl. $\frac{1}{4}$	1	39	8	73.75	Do.
Ma-ji-ash		Lots 2 and 3	1	39	8	62.90	Oct. 15, 1883
Atawa-si-bi-nis*	Alex. Thomas	NW. fl. $\frac{1}{4}$ NW. $\frac{1}{4}$	1	39	8	37.12	Do.
	Peter C. Ennaquet	NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	1	39	8	80	Nov. 13, 1885
Bin-di-gi-i-ash		SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	1	39	8	80	Do.
Ga-ga-gins		NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 1 and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$	2	39	8	80	Do.
Ash-i-gun		W. $\frac{1}{2}$ SE. $\frac{1}{4}$	2	39	8	80	Do.
Sa-sid-ji-won		E. $\frac{1}{2}$ SW. $\frac{1}{4}$	2	39	8	80	Do.
Ga-nit-as-si	Filomen Corbine	N. fl. $\frac{1}{4}$ NE. $\frac{1}{4}$	3	39	8	70.36	June 20, 1881
	Sophia Corbine	E. $\frac{1}{2}$ SE. $\frac{1}{4}$	3	39	8	80	Nov. 13, 1885
	Edward Blanchor	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 3, and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$	4	39	8	80	Oct. 15, 1883
Mo-ka-mo-kwe		SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$	4	39	8	80	Nov. 13, 1885
	Alex. Moses Corbine	SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	4	39	8	80	Do.
		NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	4	39	8	80	Oct. 15, 1883
Kitch-i-a-ki-wain-sie		S. $\frac{1}{2}$ SW. $\frac{1}{4}$	4	39	8	80	Nov. 13, 1885
Alex-i-kitch-i-a-ki-wain-sie.		N. fl. $\frac{1}{4}$ NE. $\frac{1}{4}$	5	39	8	70.37	Oct. 15, 1883
Ak-e-win-zie (head chief).	Catherine Corbine	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and Lot 2	5	39	8	72.90	Mar. 27, 1883
Baw-kwo-a-mo		Lots 4 and 5, Sec. 5 and Lot 2.	6	39	8	100.60	June 20, 1881
Ma-in-gan		Lot 1, Secs. 6, 39, 8, and Lot 2.	1	39	9	57.67	Do.
Bi-da-ba-na-kwe		Lots 3 and 4	6	39	8	102.80	Oct. 15, 1883
A-wi-ji-ja-baw		Lot 3 NW. $\frac{1}{4}$ NE. $\frac{1}{4}$	7	39	8	79.40	Nov. 13, 1885
		SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 7, and SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	8	39	8	80	Do.
Bo-don-ne-we-osh		E. $\frac{1}{2}$ SW. $\frac{1}{4}$	7	39	8	80	Do.
Oz-ho-gay, jr		SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and Lot 5.	8	39	8	90	June 20, 1881
I-kwe-sens-ke-ke-t		Lots 1 and 2 and 3	8	39	8	77.85	Nov. 13, 1885
O-ji-na-we-gi-ji-go-kwe		NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 8, and NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	9	39	8	80	June 20, 1881
Om-a-i-a-we-gi-jig	John Long Lake	NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and Lot 4.	8	39	8	73.65	Do.
	Alexis Petrochord	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ Sec. 8, and SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	9	39	8	40	Mar. 27, 1883
	Vincent Corbine	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	8	39	8	80	Do.
	Esther Cadotte	N. $\frac{1}{2}$ NE. $\frac{1}{4}$	9	39	8	80	Nov. 13, 1885
Ga-gi-ge-i-kwe		S. $\frac{1}{2}$ NE. $\frac{1}{4}$	9	39	8	80	Do.
	Sophie Sheff	N. $\frac{1}{2}$ NW. $\frac{1}{4}$	9	39	8	80	Oct. 15, 1883
	Eliza Sheff	E. $\frac{1}{2}$ NW. $\frac{1}{4}$	9	39	8	80	Do.
Man-sa-na-kwet		E. $\frac{1}{2}$ SE. $\frac{1}{4}$	9	39	8	80	Nov. 13, 1885
Na-sa-wa-gi-sis		SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	9	39	8	80	Do.

* See page 4.

Lac Court Oreille Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Wa-wi-ens		S. $\frac{1}{2}$ NE. $\frac{1}{2}$	10	39	8	80	Nov. 13, 1885
Na-wa-kwe		S. $\frac{1}{2}$ SE. $\frac{1}{2}$	10	39	8	80	Do.
Ne-wa-da-ka-nig		N. $\frac{1}{2}$ SW. $\frac{1}{2}$	10	39	8	80	Do.
	Augusta Ojiamons	S. $\frac{1}{2}$ SW. $\frac{1}{2}$	10	39	8	80	Do.
	Joseph Blanchor	NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ Sec. 11, and NW. $\frac{1}{2}$ NW. $\frac{1}{2}$	12	39	8	80	Do.
Ata-ge-kwe		W. $\frac{1}{2}$ NE. $\frac{1}{2}$	11	39	8	80	Do.
	Antoine Corbine	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SE. $\frac{1}{2}$	11	39	8	80	Do.
Pi-nis-si-wi-gi-jig		W. $\frac{1}{2}$ SE. $\frac{1}{2}$	11	39	8	80	Do.
	Charlie Thomas	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 11, and SW. $\frac{1}{2}$ SW. $\frac{1}{2}$	12	39	8	80	Do.
Mis-kwa-des		S. $\frac{1}{2}$ SW. $\frac{1}{2}$	11	39	8	80	Do.
Bi-me-gi-jig		E. $\frac{1}{2}$ NW. $\frac{1}{2}$	12	39	8	80	Do.
Bim-we-we-gi-jig		SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	12	39	8	80	Do.
	Muskigo William	W. $\frac{1}{2}$ SE. $\frac{1}{2}$	12	39	8	80	Do.
		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	13	39	8	80	Do.
Bi-dwe-we-we-gi-jig		S. $\frac{1}{2}$ SW. $\frac{1}{2}$	13	39	8	80	Mar. 27, 1883
	Alexis Slater	E. NE.	14	39	8	80	Nov. 13, 1885
Ma-cous		W. $\frac{1}{2}$ NE. $\frac{1}{2}$	14	39	8	80	Do.
	John Kiwelash	E. NW.	14	39	8	80	Do.
	John Singog	W. $\frac{1}{2}$ NW. $\frac{1}{2}$	14	39	8	80	Do.
Ga-gons		N. SE.	14	39	8	80	Do.
Bish-kwe-min-di-moie.		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 14 and NE. NE. $\frac{1}{2}$	23	39	8	80	Do.
Sa-wa-did		SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SE. SW. $\frac{1}{2}$	14	39	8	80	Do.
Shi-ma-ga-mish		E. NE.	15	39	8	80	Do.
Na-wad-ji-gi-jig		W. NE.	15	39	8	80	Do.
	Eliza Bikawkwe	E. NW.	15	39	8	80	Do.
Naw-aw-kwa-ga-bow-i- kwe.		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	15	39	8	80	Do.
	Maggie Kadook	W. $\frac{1}{2}$ SE. $\frac{1}{2}$	15	39	8	80	Do.
	Boni Ganthier	E. SW.	15	39	8	80	Do.
Ne-ja-na-si-no-kwe		W. $\frac{1}{2}$ SW. $\frac{1}{2}$	15	39	8	80	Do.
	Charlotte Oshoge	N. NE.	17	39	8	80	June 20, 1881
	Charles Ozhega	S. NE.	17	39	8	80	Do.
O-gi-ma-bi-nens		NE. $\frac{1}{2}$ NW. $\frac{1}{2}$	17	39	8	80	Nov. 13, 1885
Jin-go-gi-jig		S. NW.	17	39	8	80	June 20, 1881
Ge-kek, sr		E. SE.	17	39	8	80	Do.
	Alexis Ozhogay	W. $\frac{1}{2}$ SE. $\frac{1}{2}$	17	39	8	80	Mar. 27, 1883
	Louis Hall	N. SW.	17	39	8	80	June 20, 1881
	Bofeu, 1st	S. SW.	17	39	8	80	Do.
Wa-bish-ki-bi-nens		E. SE.	18	39	8	80	Do.
Nay-na-on-ga-be		NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. SW. $\frac{1}{2}$	18	39	8	80	Do.
A-wan-i-gi-jig		E. NE.	19	39	8	80	Mar. 27, 1883
	Therese Bellisle	W. NE.	19	39	8	80	June 20, 1881
We-zou		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	19	39	8	75.69	Do.
Wa-sau-aug		E. SE.	19	39	8	80	Do.
Ga-ga-gi-wan		W. $\frac{1}{2}$ SE. $\frac{1}{2}$	19	39	8	80	Do.
Da-gi-os-e		E. SW.	19	39	8	80	Do.
A-ke-winz, sr		W. $\frac{1}{2}$ SW. $\frac{1}{2}$	19	39	8	76.59	Do.
Ni-bi-ni-gi-jig		N. NE.	20	39	8	80	Do.
I-na-sa-mi		S. NE.	20	39	8	80	Do.
Wa-sid-ji-wan-o-kwe		E. NW.	20	39	8	80	Mar. 27, 1883
Wa-si-gi-ji-go-kwe		W. NW.	20	39	8	80	Nov. 17, 1881
Ga-gins		N. SE.	20	39	8	80	June 20, 1881
	Sophie Dandy	S. SE.	20	39	8	80	Do.
Andeg, jr.		E. SW.	20	39	8	80	Do.
Oz-ho-gay, sr. (Ge-kek, We-zan, and Wm. Sho- gay, heirs).		W. SW.	20	39	8	80	Nov. 17, 1881
Wa-jashk, sr.		E. NW.	21	39	8	80	June 20, 1881
Bin-we-we		W. NW.	21	39	8	80	Do.
Ke-gan-l-gan-is		W. SE.	21	39	8	80	Nov. 13, 1881
Mi-no-gi-shi-go-kwe		SE. SE. Sec. 21, and NE. NE. $\frac{1}{2}$	28	39	8	80	Do.
O-ja-wash-ko-gi-jig, jr.		E. SW.	21	39	8	80	June 20, 1881
	Alexis Bastom	W. SW.	21	39	8	80	Do.
	Louisa Beauregard	W. NE.	22	39	8	80	Nov. 13, 1885
	Alfred Trepannier	E. NW.	22	39	8	80	Do.
O-sha-wash-ko-g-wan- thas.		NE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 22, and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	23	39	8	80	Do.
Mai-wa-chi-we-bi		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 22 and Lot 3.	23	39	8	74.10	Do.
Ga-sa-ni		N. SW.	22	39	8	80	Do.

Lao Court Orville Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Ba-jis-ka-din-gwe		S. $\frac{1}{2}$ SW. $\frac{1}{2}$	22	39	8	80	Nov. 13, 1888
	Frank Thayer	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	23	39	8	80	Do.
Pi-ta-na-kwa-to-kwe		NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ and Lot 2	23	39	8	78.10	Do.
	Mary Slater	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	24	39	8	80.20	Mar. 27, 1883
	Antoine Slater	N. $\frac{1}{2}$ NW. $\frac{1}{2}$	24	39	8	80	Do.
She-ne-gi-jig		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 24, and NE. $\frac{1}{2}$ NE. $\frac{1}{2}$	25	39	8	80	Nov. 13, 1885
Bi-na-sba		N. $\frac{1}{2}$ SE. $\frac{1}{2}$	25	39	8	80	Do.
	Samuel Eesebow	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	25	39	8	80	Do.
O-za-kwa-ne-kwe		Lot 5, and SE. $\frac{1}{2}$ N E. $\frac{1}{2}$	26	39	8	77	Do.
Ma-bi-ni-gi-jig		Lot 6, and NE. $\frac{1}{2}$ N E. $\frac{1}{2}$	26	39	8	78.87	Do.
Kitch-i-min-di-mo-rin		Lots 1 and 2	27	39	8	61.90	Do.
	Robert Boyd	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	27	39	8	80	Do.
Ka-na-munch, 3d.	(Joe, John, and Mag- gie King, heirs).	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	27	39	8	80	Do.
	John King	W. $\frac{1}{2}$ NW. $\frac{1}{2}$	27	39	8	80	Do.
Gitch-i-i-kwe		Lot 3, and NW. $\frac{1}{2}$ S E. $\frac{1}{2}$	27	39	8	67.14	June 20, 1888
Om-baw-na-kwa-do-kwe		Lot 4, and SW. $\frac{1}{2}$ S E. $\frac{1}{2}$	27	39	8	70.55	Do.
Go-gi		N. $\frac{1}{2}$ SW. $\frac{1}{2}$	27	39	8	80	Do.
Moien		S. $\frac{1}{2}$ SW. $\frac{1}{2}$	27	39	8	80	Do.
	Ambrose Corbine	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	28	39	8	80	Nov. 13, 1885
Ga-go-ta-a-kwe		E. $\frac{1}{2}$ NW. $\frac{1}{2}$	28	39	8	80	Do.
O-kwe-gan, jr		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	28	39	8	80	June 20, 1881
Shi-ba-gi-ji-go-kwe		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	28	39	8	80	Do.
Ge-ji-go-kwe		W. $\frac{1}{2}$ SE. $\frac{1}{2}$	28	39	8	80	Do.
	John Bedad	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	28	39	8	80	Do.
Bi-mo-se-kwe, 1st		S. SW. $\frac{1}{2}$	28	39	8	80	Do.
Mis-ko-gi-ji-go-kwe		E. NE. $\frac{1}{2}$	29	39	8	80	Do.
Mish-i-kwe		W. NE. $\frac{1}{2}$	29	39	8	80	Do.
Gwe-ki-gi-jig		N. NW. $\frac{1}{2}$	29	39	8	80	Do.
Ni-ba-wi-gi-jig		S. NW. $\frac{1}{2}$	29	39	8	80	Do.
Be-mo-sig-i-jik, jr		E. SE. $\frac{1}{2}$	29	39	8	80	Do.
Ge-kek, jr		W. SE. $\frac{1}{2}$	29	39	8	80	Do.
Shi-shi-bi-di-ni-gan		N. SW. $\frac{1}{2}$	29	39	8	80	Do.
Na-kins		S. SW. $\frac{1}{2}$	29	39	8	80	Do.
O-kwe-gan, 4th		E. NE. $\frac{1}{2}$	30	39	8	80	Do.
Sa-gad-jin		W. NE. $\frac{1}{2}$	30	39	8	80	Do.
Op-wa-gan		E. NW. $\frac{1}{2}$	30	39	8	80	Do.
Ne-we-i-oshe		W. fl. $\frac{1}{2}$ NW. $\frac{1}{2}$	30	39	8	77.99	Do.
Wa-bi-ji-she, jr		N. SE. $\frac{1}{2}$	30	39	8	80	Do.
Ne-to-ga-bow		SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	30	39	8	80	Do.
Wa-ban-au-an-go-kwe		NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ and NW. fl. $\frac{1}{2}$ SW. $\frac{1}{2}$	30	39	8	79.70	Do.
O-mo-da-i-nis		SW. fl. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 30 and NW. fl. $\frac{1}{2}$ NW. $\frac{1}{2}$	31	39	8	80.21	Do.
Mi-nau-a-kwad		NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ NW. $\frac{1}{2}$	31	39	8	80	Do.
We-zhe-gan		S. NE. $\frac{1}{2}$	31	39	8	80	Do.
O-dish-kaus		SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and SW. fl. $\frac{1}{2}$ NW. $\frac{1}{2}$	31	39	8	79.33	Do.
Na-na-an-ga-bins		N. SE. $\frac{1}{2}$	31	39	8	80	Oct. 15, 1883
O-ga-bi-ka-mig		S. SE. $\frac{1}{2}$	31	39	8	80	June 20, 1881
Mun-en-gwa		NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ and NW. fl. $\frac{1}{2}$ NW. $\frac{1}{2}$	31	39	8	78.61	Do.
	Michel Burnside	SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ and SW. fl. $\frac{1}{2}$ SW. $\frac{1}{2}$	31	39	8	77.90	Do.
	Bazil Davis. (Patent issued to Bazil Davis.)	N. NE. $\frac{1}{2}$	32	39	8	80	Mar. 27, 1883
I-kwe-sens-ma-nino		SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SE. $\frac{1}{2}$	32	39	8	80	Nov. 13, 1885
Go-gi-jig-sang		SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SE. $\frac{1}{2}$	32	39	8	80	June 20, 1881
Bi-igo-bi-mus		N. NW. $\frac{1}{2}$	32	39	8	80	Do.
	Alexander Corbine	S. NW. $\frac{1}{2}$	32	39	8	80	Mar. 27, 1883
An-deg, sr		S. SE. $\frac{1}{2}$	32	39	8	80	June 20, 1881
Mi-ti-go-minj		N. SW. $\frac{1}{2}$	32	39	8	80	Do.
Ma-na-dis		S. SW. $\frac{1}{2}$	32	50	8	80	Do.
Gwe-kig-a-bow-i-kwe		E. NE. $\frac{1}{2}$	33	39	8	80	Do.
Bi-mo-sa-dam		W. NE. $\frac{1}{2}$	33	39	8	80	Do.
	Alex Sand	E. NW. $\frac{1}{2}$	33	39	8	80	Nov. 13, 1885

Lac Court Oreille Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Bi-mo-si-gi-jig, sr		W. $\frac{1}{2}$ NE. $\frac{1}{2}$	33	39	8	80	June 20, 1881
	Antoine Desneges	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	33	39	8	80	Do.
	Esther Bellisle	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	33	39	8	80	Mar. 27, 1883
	Augustine Corbine	E. $\frac{1}{2}$ SW. $\frac{1}{2}$	33	39	8	80	Nov. 13, 1885
	Alexis Corbine	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$, Sec. 33, 39, and lot 2.	4	38	8	91.15	Mar. 27, 1883
Shi-i-ab		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	34	39	8	80	June 20, 1881
Gitch-i-i-kwe, sr		W. $\frac{1}{2}$ NE. $\frac{1}{2}$	34	39	8	80	Do.
Bosh-king		E. $\frac{1}{2}$ NW. $\frac{1}{2}$	34	39	8	80	Do.
Pon-que-ne-osh		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	34	39	8	80	Oct. 15, 1883
Kwe-wi-sens-kwe-gan.		N. $\frac{1}{2}$ SE. $\frac{1}{2}$	34	39	8	80	Nov. 13, 1885
We-jan-mi-man-sang.	Joseph Shicog	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	34	39	8	80	Do.
An-ji-ga-bow		S. $\frac{1}{2}$ SW. $\frac{1}{2}$	34	39	8	80	Do.
We-na-bow-show		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	36	39	8	80	Do.
Bi-ta-wa-ka-mi-go-kwe		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	36	39	8	80	Do.
One-bwe-gi-jig		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	24	39	9	80	June 20, 1881
O-gi-da-ka-mi-go-kwe		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	24	39	9	80	Do.
An-ji-gi-zis	Thomas Willis	W. $\frac{1}{2}$ SE. $\frac{1}{2}$	24	39	9	80	Oct. 15, 1883
	Sophie Corbine Pero	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	25	39	9	80	Oct. 15, 1883
Giah-ki-ta-wag		SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	25	39	9	80	Nov. 13, 1885
Chin-gwe	Mary Bray	E. $\frac{1}{2}$ SE. $\frac{1}{2}$	25	39	9	80	June 20, 1881
I-kwe-sens		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	36	39	9	80	Do.
		Lots 1 and 4	4	38	8	87.77	Nov. 13, 1885
Wa-biz-ha-she	Maggie Clauthier	Lot 3, Sec. 4, and lot 6.	5	38	8	80	June 20, 1881
Ma-ji-se-kwe		Lots 7 and 8	4	38	8	80	Nov. 13, 1885
	Margaret Trepannier	Lots 9 and 10	4	38	8	80	June 20, 1881
Louis Corbine, jr		N. $\frac{1}{2}$ SE. $\frac{1}{2}$	4	38	8	80	Nov. 13, 1885
	Charles Smith	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$, Sec. 4, and SW. $\frac{1}{2}$ SW. $\frac{1}{2}$	5	38	8	80	Do.
	John B. Corbine	NW. $\frac{1}{2}$ SW. $\frac{1}{2}$, Sec. 4, and NE. $\frac{1}{2}$ SE. $\frac{1}{2}$	5	38	8	80	Do.
		Lot 1	5	38	8	56.74	Mar. 27, 1883
Bi-ji-gwi-sins	John B. Corbine	Lot 2	5	38	8	61.56	Do.
A-sa-we		Lot 3, Sec. 5, and lot 8.	6	38	8	80	Nov. 13, 1885
Bi-mo-se-kwe, 2d		Lots 4 and 5	5	38	8	80	Oct. 15, 1883
Mi-ji-sha-wi-gi-jig		Lots 7 and 8	5	38	8	80	June 20, 1881
Aw-aw-se		Lots 9 and 10	5	38	8	80	Do.
	Pi-mo-si-gi-jig	Lots 1 and 2	6	38	8	71.40	Do.
		Lots 3 and 4	6	38	8	74.93	Do.
		Lot 5, Sec. 6, 38, 8 and lot 8.	1	38	9	78.03	Oct. 15, 1883
Be-mo-sa-g-zhig	Baptist, 2d	Lots 6 and 7	6	38	8	80	June 20, 1881
We-ba-ga-ma-gan		Lots 9 and 10	6	38	8	80	Do.
We-ge-ji-gum		Lot 11 and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	6	38	8	80	Do.
O-sa-wi-gi-go-kwe		Lot 12 and NW. frl. $\frac{1}{2}$ SW. $\frac{1}{2}$	6	38	8	77.05	Do.
O-mash-kaw		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	6	38	8	80	Nov. 13, 1885
O-kwe-gan		W. $\frac{1}{2}$ SE. $\frac{1}{2}$	6	38	8	80	June 20, 1881
A-bi-ji-gi-jig		SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ and SW. frl. $\frac{1}{2}$ SW. $\frac{1}{2}$	6	38	8	79.05	Do.
Bid-we-wegwan-e-bi-kwe.		NE. $\frac{1}{2}$ NE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ NE. $\frac{1}{2}$	7	38	8	80	Oct. 15, 1883
O-dish-kwe-bi-nens		W. $\frac{1}{2}$ NE. $\frac{1}{2}$	7	38	8	80	June 20, 1881
We-we-jig-a-bow		E. $\frac{1}{2}$ NW. $\frac{1}{2}$	7	38	8	80	Do.
O-za-wan-dib	Boden, 2d	W. frl. $\frac{1}{2}$ NW. $\frac{1}{2}$	7	38	8	77.57	Do.
Wa-bish-ki-gwan		N. $\frac{1}{2}$ SE. $\frac{1}{2}$	7	38	8	80	Do.
	Harriet Duprey	NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ and NW. frl. $\frac{1}{2}$ SW. $\frac{1}{2}$	7	38	8	78.17	Do.
	Joe Gauthier	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	7	38	8	80	Nov. 13, 1885
		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	8	38	8	80	Oct. 15, 1883
		SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ NW. $\frac{1}{2}$	8	38	8	80	Nov. 13, 1885
Pi-ne-a-con-che		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	8	38	8	80	Oct. 15, 1883
E-qui-mi-gi	Kroesens Ganthier	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	8	38	8	80	Do.
		SE. $\frac{1}{2}$ SE. $\frac{1}{2}$, Sec. 8, SW. SW.	9	38	8	80	Nov. 13, 1885
	Sophie Ganthier	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$, Sec. 8, NW. $\frac{1}{2}$ NE. $\frac{1}{2}$	17	38	8	80	Do.
	Adolph Laranger	E. $\frac{1}{2}$ SW. $\frac{1}{2}$	8	38	8	80	Do.
A-sha-wa-ka-mi-go-kwe		W. $\frac{1}{2}$ SW. $\frac{1}{2}$	8	38	8	80	Do.
	Charlette Ganthier	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	9	38	8	80	Oct. 15, 1883

Lac Court Oreille Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Go-shers		E. $\frac{1}{2}$ SE. $\frac{1}{4}$	9	38	8	80	Nov. 13, 1885
	Bony Lumbar	W. $\frac{1}{2}$ SE. $\frac{1}{4}$	9	38	8	80	Do.
	Alexander Ganthiers	N. $\frac{1}{2}$ NW. $\frac{1}{4}$	17	38	8	80	Do.
Bi-mi-jin-gos-kund		S. $\frac{1}{2}$ NW. $\frac{1}{4}$	17	38	8	80	Oct. 15, 1883
	Joe Forr	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 17,	18	38	8	80	Nov. 13, 1885
	Baptiste De Marris	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	18	38	8	80	Do.
No-din-i-be-nens		E. $\frac{1}{2}$ SE. $\frac{1}{4}$	1	38	9	80	June 20, 1881
Ba-gwad-ji-ni-ni		N. $\frac{1}{2}$ NE. $\frac{1}{4}$	12	38	9	80	Do.
I-na-sa-mi, jr.		S. $\frac{1}{2}$ NE. $\frac{1}{4}$	12	38	9	80	Do.
Wa-shas-quet		N. $\frac{1}{2}$ NW. $\frac{1}{4}$	12	38	9	80	Oct. 15, 1883
Ne-ta-ni-ga-bow		SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	12	38	9	80	June 20, 1881
Gi-wi-ta-bi-nens		SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	12	38	9	80	Do.
O-gi-di-bi-kwo		N. $\frac{1}{2}$ SE. $\frac{1}{4}$	12	38	9	80	Do.

Fond du Lac Reservation.

	Susette Houle	NE. $\frac{1}{2}$ NW. $\frac{1}{4}$	3	48	17	37.45
	Joseph Posey	SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$	9	49	17	80
	Maggie Posey	Lots 7 and 8 SW. $\frac{1}{4}$	10	49	17	77
	Susan Posey	NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$	15	49	17	77.28
	Cecile Michael	NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ NW. $\frac{1}{4}$	15	49	17	80
Ka-ba-ga-a-ko-kwo	Louis Belonger	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	15	49	17	78.74
Pi-nessi		SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	15	49	17	38.75
Min-way-way-o-sh-i-quay.		SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	15	49	17	40
	Annie Dufoe	SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	16	49	17	80
	Joe Lavearsh	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SW. $\frac{1}{4}$ SE. $\frac{1}{4}$	16	49	17	80
Min-i-si-no-wab		NE. $\frac{1}{4}$ NE. $\frac{1}{4}$	19	49	17	40
Do		NW. $\frac{1}{4}$ NW. $\frac{1}{4}$	20	49	17	40
Eji-way-sab		SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	20	49	17	80
Min-way-way-bi-ness		NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NE. $\frac{1}{4}$	21	49	17	80
	Joe Papio	NE. $\frac{1}{4}$ SE. $\frac{1}{4}$	21	49	17	40
	do	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	22	49	17	40
Obiquot		SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	21	49	17	40
Do		NE. $\frac{1}{4}$ NE. $\frac{1}{4}$	28	49	17	40
	William Lyon	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	21	49	17	80
Pi-nessi		NE. $\frac{1}{4}$ NW. $\frac{1}{4}$	22	49	17	38.84
Min-way-way-o-sh-i-quay.		NW. $\frac{1}{4}$ NW. $\frac{1}{4}$	22	49	17	40
	Adelaide Clark	SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	22	49	17	78.91
Bi-mi-gl-jig	Antoine Kobie	SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ NW. $\frac{1}{4}$	27	49	17	79
	James Coffee	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	27	49	17	80
Shab-way-way		NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ NW. $\frac{1}{4}$	28	49	17	80
	Joseph F. Houle	SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$	28	49	17	80
Ga-da-e-gan-e-kwo		NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ NW. $\frac{1}{4}$	28	49	17	80
	Peter Anamónug	NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	28	49	17	80
	Frank Lavearge	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	28	49	17	40
	do	NE. $\frac{1}{4}$ NE. $\frac{1}{4}$	33	49	17	40
	Joe Blair	N. $\frac{1}{2}$ NE. $\frac{1}{4}$	30	49	17	80
Ba-sha-na-kwad-e-kwo		NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and lot 1, NW. $\frac{1}{4}$	30	49	17	83.07
	Louisa Laundry	E. $\frac{1}{2}$ NW. $\frac{1}{4}$	33	49	17	80
	Mary Laundry	W. $\frac{1}{2}$ NW. $\frac{1}{4}$	33	49	17	80

Fond du Lac Reservation—Continued.

Name of allotte.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Kichi-wa-bish-ki-quai-bi-kwe.		SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	34	49	17	77.72	
	Susette Houle	SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	34	49	17	38.72	
	Joseph Cadotte	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	16	50	17	40	
	do	Lot 3, NW. $\frac{1}{4}$	26	50	17	26.50	
	Frank Cadotte	Lot 4 and SW. $\frac{1}{4}$ NW. $\frac{1}{4}$	26	50	17	77.50	
Na-na-gi-chi-ga-ni-kwe.	M. A. Simon	Lots 7 and 8, SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ SE. $\frac{1}{4}$	26	50	17	74.55	
	Do	Lot 2, NE. $\frac{1}{4}$	27	50	17	38.50	
Ke-be-osse	Maggie Sky	E. $\frac{1}{2}$ SW. $\frac{1}{4}$	27	50	17	80	
	Edward Mitchell	NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and lot 3, NW. $\frac{1}{4}$	34	50	17	65.50	
Wa-bish-kish-kin-jig	John Jebaway	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SW. $\frac{1}{4}$ SE. $\frac{1}{4}$	9	49	18	80	
		E. $\frac{1}{2}$ NE. $\frac{1}{4}$	16	49	18	80	
	Julius Cadotte	W. $\frac{1}{2}$ NW. $\frac{1}{4}$	16	49	18	80	
	Charlotte Cadotte	NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	16	49	18	80	
	Sophia A. Naganabe	E. $\frac{1}{2}$ NE. $\frac{1}{4}$	36	49	18	80	
	William Coffec	NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	5	50	18	80	
	Susette St. John	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	5	50	18	80	
	Elizabeth Church	NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ NE. $\frac{1}{4}$	7	50	18	80	
	Zoe Moutray	NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and lot 1.	7	50	18	79.73	
	Joseph Martin	Lots 3 and 4, SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and SW. $\frac{1}{4}$ NE. $\frac{1}{4}$	7	50	18	73.41	
Joe Smith	SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and SW. $\frac{1}{4}$ NE. $\frac{1}{4}$	8	50	18	80		
Na-ta-wa-shik	SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	8	50	18	80		
Kwe-sauce	SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	8	50	18	80		
	Dave Ruttle	NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	8	50	18	80	
Majish-kung		SW. $\frac{1}{4}$ SE. $\frac{1}{4}$	8	50	18	40	
Do		NW. $\frac{1}{4}$ NE. $\frac{1}{4}$	17	50	18	40	
	Frank Martray	N. $\frac{1}{2}$ NW. $\frac{1}{4}$	9	50	18	80	
	Elie Laundry	S. $\frac{1}{2}$ NW. $\frac{1}{4}$	9	50	18	80	
	Ben Cadotte	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	9	50	18	80	
	Edward Smith	S. $\frac{1}{2}$ SW. $\frac{1}{4}$	9	50	18	80	
	Margaret Martrielle	N. $\frac{1}{2}$ NW. $\frac{1}{4}$	16	50	18	80	
	Frank Roussair	S. $\frac{1}{2}$ NW. $\frac{1}{4}$	16	50	18	80	
	Frank Le Duc	E. $\frac{1}{2}$ NE. $\frac{1}{4}$	17	50	18	80	
	Charles January	W. $\frac{1}{2}$ NW. $\frac{1}{4}$	17	50	18	80	
	Joe Charette, jr.	W. $\frac{1}{2}$ SW. $\frac{1}{4}$	17	50	18	80	
	Peter Beaver	N. $\frac{1}{2}$ NE. $\frac{1}{4}$	18	50	18	80	
	Louisa Winnebosh	SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and lot 2.	19	50	18	70.57	
	John Osagi	Lots 3 and 4	79	50	18	65.27	
	John Whitebird	E. $\frac{1}{2}$ NE. $\frac{1}{4}$ and SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	20	50	18	80	
Mino-gi-jigweb		SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	20	50	18	80	
Anastasi	Susette Dufoe	S. $\frac{1}{2}$ NW. $\frac{1}{4}$	20	50	18	80	
Eqnence	Mary Gurnoe	N. $\frac{1}{2}$ SW. $\frac{1}{4}$	20	50	18	80	
		S. $\frac{1}{2}$ SW. $\frac{1}{4}$	20	50	18	80	
	Emma Glass	N. $\frac{1}{2}$ NW. $\frac{1}{4}$	21	50	18	80	
	Virginia Naganab	W. $\frac{1}{2}$ SW. $\frac{1}{4}$	21	50	18	80	
	Joe Sharette, sr.	N. $\frac{1}{2}$ NE. $\frac{1}{4}$	25	50	18	80	
	Susan Defoe	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	25	50	18	40	
	do	NE. $\frac{1}{4}$ SE. $\frac{1}{4}$	26	50	18	40	
Me-kwa-mi-wi-gi-jig		W. $\frac{1}{2}$ NW. $\frac{1}{4}$	28	50	18	80	
Wa-bish-ka-be-kwe		SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$	29	50	18	80	
Mary Pi-wa-bi-ko-bi-nes.	Frank Houle, jr.	N. $\frac{1}{2}$ NW. $\frac{1}{4}$	29	50	18	80	
		N. $\frac{1}{2}$ NE. $\frac{1}{4}$	30	50	18	80	
	Joe Defoe	SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$	30	50	18	80	
Ki-ta-ka-pi-son		Lots 1 and 2	30	50	18	69.49	
Mary Ann Ma-ke-de-mi-go-kwe.		NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	30	50	18	80	
Osagi-kwe	Antoine Naganabe	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and lot 3	31	50	18	80.75	
	Margaret Blair	N. $\frac{1}{2}$ NE. $\frac{1}{4}$	33	51	18	80	
	Emma Scott	S. $\frac{1}{2}$ NE. $\frac{1}{4}$	33	51	18	80	
		Lot 5 and NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	1	48	19	69	

Fond du Lac Reservation—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Area.	Date of patent.
Indian.	English.						
Osagi-kwe	Eliza Scott	NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ and lot 7	1	48	19	69.50	
	Gus Cadotte	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SE. $\frac{1}{2}$	2	50	19	80	
	Maggie Pemosekwe	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	2	50	19	80	
	Louis Petite	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$	2	50	19	40	
	do	NW. $\frac{1}{2}$ NE. $\frac{1}{2}$	11	50	19	40	
	Louis McKenzie	W. $\frac{1}{2}$ NE. $\frac{1}{2}$	12	50	19	80	
	Maggie Bungo	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	13	50	19	80	
	Bustace Lamdry	W. $\frac{1}{2}$ NW. $\frac{1}{2}$	13	50	19	80	
	Julia Martin	S. $\frac{1}{2}$ NE. $\frac{1}{2}$	14	50	19	80	
	Frank Lemieux	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	14	50	19	80	
Wa-ba-tow		Lots 3 and 4.	15	50	19	80	
	Mary M. Drew	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$	23	50	19	40	
	do	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	24	50	19	40	
	Antoine Couture	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	23	50	19	80	
	Phileas Naganab	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	24	50	19	80	
	Philemon Lafave	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	25	50	19	80	
	Josette Lafave	E. $\frac{1}{2}$ NW. $\frac{1}{2}$	25	50	19	80	
	Louis La Prairie	NW. $\frac{1}{2}$ NW. $\frac{1}{2}$	25	50	19	40	
	do	NE. $\frac{1}{2}$ NE. $\frac{1}{2}$	26	50	19	40	
	Frank Defauld	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	25	50	19	40	
	do	SE. $\frac{1}{2}$ NE. $\frac{1}{2}$	26	50	19	40	

Allotments on Lac du Flambeau, approved by competent authority.

Ni-gau-i-gi-ji-go-kwe		N. $\frac{1}{2}$ SW. $\frac{1}{2}$	10	40	4	80	
No-wa-kwa-gi-ji-go-kwe		Lot 4 and SW. $\frac{1}{2}$ SW. $\frac{1}{2}$	26	40	4	86	
Na-wa-cum-a-go-kwe		Lot 1 and SW. $\frac{1}{2}$ NE. $\frac{1}{2}$	27	40	4	97	
O-ji-gwan		N. $\frac{1}{2}$ NW. $\frac{1}{2}$	27	40	4	80	
Da-gi-ji-go-kwe		S. $\frac{1}{2}$ NW. $\frac{1}{2}$	27	40	4	80	
Si-ni-ki-gun		E. $\frac{1}{2}$ SW. $\frac{1}{2}$	27	40	4	80	
Me-ta-wa-ni-ni		W. $\frac{1}{2}$ SW. $\frac{1}{2}$	27	40	4	80	
Kish-kan-a-kwad-o-kwe		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	34	40	4	80	
Me-dens-ias-sung		N. $\frac{1}{2}$ NW. $\frac{1}{2}$	34	40	4	80	
O-mash-ka-wi-gi-ji-gwe-bi		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	34	40	4	80	
Bin-we-we-gi-ji-go-kwe		E. $\frac{1}{2}$ SW. $\frac{1}{2}$	34	40	4	80	
Be-shi-go-bi-ne-si-kwe		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	35	40	4	80	
Bo-da-ji-go-wi-mi-ni		Lot 6 and SE. $\frac{1}{2}$ SE. $\frac{1}{2}$	36	40	4	63.70	
Wa-sa-ni-ni-bi		E. $\frac{1}{2}$ NW. $\frac{1}{2}$	2	41	4	83.12	
Be-shi-gi-ji-g		W. $\frac{1}{2}$ NW. $\frac{1}{2}$	2	41	4	83.37	
Mad-ji-ash		E. $\frac{1}{2}$ SW. $\frac{1}{2}$	2	41	4	80	Jan. 15, 1889.
Mi-sa-be		W. $\frac{1}{2}$ SW. $\frac{1}{2}$	2	41	4	80	
Ki-no-wa-na-kwat		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	13	41	4	80	
Shi-ba-ti-go-kwe		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	13	41	4	80	
Ni-tum-i-gi-ji-go-kwe	John Gagouse	N. $\frac{1}{2}$ NE. $\frac{1}{2}$	23	41	4	80	Jan. 15, 1889.
Na-ei-kwa-gi-ji-g		S. $\frac{1}{2}$ NE. $\frac{1}{2}$	23	41	4	80	
Bi-bwe-we-gi-ji-go-kwe		SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	23	41	4	80	
Ko-to-kwe		SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	23	41	4	80	
Mis-ko-gi-ji-go-kwe		N. $\frac{1}{2}$ SE. $\frac{1}{2}$	23	41	4	80	
Wi-i-au		Lots 3 and 4.	24	41	4	87	
Ta-wi-gi-ji-go-kwe		NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	24	41	4	80	
Wa-io-kwa-ka-mi-go-kwe		S. $\frac{1}{2}$ SW. $\frac{1}{2}$	24	41	4	80	
Mi-gi-sins		S. $\frac{1}{2}$ NW. $\frac{1}{2}$	25	41	4	80	
Mi-no-gi-ji-guk		SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ Sec. 25, and NW. $\frac{1}{2}$ NE. $\frac{1}{2}$	36	41	4	80	
A-ta-go-kwe		SE. $\frac{1}{2}$ SW. $\frac{1}{2}$ Sec. 25, and NE. $\frac{1}{2}$ NW. $\frac{1}{2}$	36	41	4	80	
O-chi-wa-si-no-kwe		SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	26	41	4	80	
O-ni-tum		NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	26	41	4	80	
Ni-ba-ias		SW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	26	41	4	80	
Wa-bi-ke-kek		E. $\frac{1}{2}$ NE. $\frac{1}{2}$	27	41	4	80	
		W. $\frac{1}{2}$ NE. $\frac{1}{2}$	27	41	4	80	

Allotments on Lac du Flambeau, approved by competent authority—Continued.

Name of allottee.		Subdivision.	Section.	Town.	Range.	Acres.	Date of patent.
Indian.	English.						
Ga-be-gi-jig		SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	27	41	4	80	
Ni-ga-ni-gi-jig, 2d		N. $\frac{1}{2}$ SE. $\frac{1}{2}$	27	41	4	80	
Pi-ta-wi-gi-ji-go-kwe		W. $\frac{1}{2}$ SW. $\frac{1}{2}$	27	41	4	80	
Sha-go-wash-e-kwe		S. $\frac{1}{2}$ SE. $\frac{1}{2}$	28	41	4	80	
Se-ka-si-ge		N. $\frac{1}{2}$ NE. $\frac{1}{2}$	33	41	4	80	
Wa-dis-kwad		N. $\frac{1}{2}$ NE. $\frac{1}{2}$	34	41	4	80	
Ogi-ma-wi-gi-jig		N. $\frac{1}{2}$ NW. $\frac{1}{2}$	35	41	4	80	
Wa-ko-nis-kung	Sophia	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	35	41	4	80	
		SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	3	40	5	80.59	Jan. 15, 1889
Ba-twau-e-gun		SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	3	40	5	80.12	Do.
Be-ba-ma-shi		Lot 2 and NW. $\frac{1}{4}$ NE. $\frac{1}{4}$	9	40	5	94	
Ma-ji-kiw		E. $\frac{1}{2}$ NW. $\frac{1}{2}$	9	40	5	80	
	Bill Corn	Lot 4 and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	12	40	5	74.80	
	Peter Corn	Lot 5 and SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	12	40	5	65.40	
Man-twa-ji-no-kwe		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	13	40	5	80	Do.
Sha-ga-be-ak		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	25	40	5	80	
Gi-nun-an		Lot 1 and NE. $\frac{1}{4}$ NE. $\frac{1}{4}$	36	40	5	82.30	Do.
Se-ka-si-go-kwe		SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Sec. 7, and NW. $\frac{1}{4}$ NW. $\frac{1}{4}$	18	41	5	72.48	
We-shi-o-kwe		Lot 4 and lot 5	17	41	5	60.70	
Gwe-ki-go-baw		Lots 6 and 7	18	41	5	80.80	
Wa-se-gwan-e-bi	Frank Cadotte	N. $\frac{1}{2}$ SW. $\frac{1}{2}$	18	41	5	75.52	
		Lot 8 and SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	18	41	5	90.77	
We-mi-ti-gash		N. $\frac{1}{2}$ NW. $\frac{1}{2}$	19	41	5	75.42	Do.
Be-mash-i-kwe		Lot 6 and SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	19	41	5	92	
Bos-we-we-gi-jig		Lot 4 and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	19	41	5	55.12	
O-ji-chog		Lot 5 and SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	19	41	5	79.97	
E-kwe-ge-ji-go-kwe		Lots 1 and 2	20	41	5	84.30	
Ga-wi-ta-we-wi-dang		SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	20	41	5	80	
Bi-da-wa-kwad		Lots 4 and 5	20	41	5	58.25	
Ni-ga-ni-gi-jig		SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	20	41	5	80	
Na-wa-queb	Charlie Starr	W. $\frac{1}{2}$ SW. $\frac{1}{2}$	20	41	5	80	
O-gi-shi-ashl		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	21	41	5	80	
Ni-ga-ni-gi-jig, No. 1		W. $\frac{1}{2}$ SE. $\frac{1}{2}$	21	41	5	80	
		Lot 4 and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	21	41	5	80	
Wee-zo		Lots 3 and 4, SE. $\frac{1}{4}$	23	41	5	81.20	Do.
Ga-ga-go-bi-kwe		Lot 2, Sec. 27, and SE. $\frac{1}{4}$ NE. $\frac{1}{4}$	28	41	5	87.65	
Ne-na-i-gi-jig		N. $\frac{1}{2}$ NW. $\frac{1}{2}$	29	41	5	80	
	Joe Shadama	S. $\frac{1}{2}$ NW. $\frac{1}{2}$	29	41	5	80	
O-sa-wa-ka-mi-go-kwe		N. $\frac{1}{2}$ SW. $\frac{1}{2}$	29	41	5	80	
Ga-gi-ge-lashi		W. $\frac{1}{2}$ NE. $\frac{1}{2}$	30	41	5	80	
O-ga-bi-gi-ji-go-kwe		SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and lot 1 SE. $\frac{1}{4}$	30	41	5	78.80	
Bin-di-ge-as-si-no-kwe		N. $\frac{1}{2}$ NW. $\frac{1}{2}$	30	41	5	78.79	
Ke-bi-chi-gi-jig		S. $\frac{1}{2}$ NW. $\frac{1}{2}$	30	41	5	79.58	
Man-da-min-is		Lots 2 and 5, SE. $\frac{1}{4}$	30	41	5	72.60	
Pidense		Lots 3 and 4	30	41	5	74.90	
Osha-wa-bi-ko-kwe		S. $\frac{1}{2}$ NW. $\frac{1}{2}$	31	41	5	83.22	Do.
Ashi-bi-ko-kwe		E. $\frac{1}{2}$ SW. $\frac{1}{2}$	31	41	5	80	
Wa-we-shi-o-kwe		W. $\frac{1}{2}$ SW. $\frac{1}{2}$	31	41	5	89.77	
We-she-shi-og		E. $\frac{1}{2}$ SE. $\frac{1}{2}$	34	41	5	80	Do.
Be-sha-ba-no-kwe		W. $\frac{1}{2}$ SE. $\frac{1}{2}$	34	41	5	80	Do.
She-bi-oh		E. $\frac{1}{2}$ SW. $\frac{1}{2}$	35	41	5	80	
Ba-bi-dash		W. $\frac{1}{2}$ SW. $\frac{1}{2}$	35	41	5	80	
Pe-nim-ge-sa		W. $\frac{1}{2}$ SE. $\frac{1}{2}$	18	40	6	80	Do.
Ka-bi-ni-bi		SE. $\frac{1}{4}$ and W. fl. $\frac{1}{4}$ SW. $\frac{1}{4}$	18	40	6	77.08	Do.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, February 25, 1889.

SIR: I have received your letter of February 20, 1889, requesting that the Senate Select Committee on Indian Traders be furnished with copies of letters written to this office by J. M. Vale, esq., of counsel for the Fond du Lac Indians, dated February 7 and 9, 1889, and of such documents as were forwarded in said letters.

In reply, I transmit herewith copy of the letter of February 7, 1889, referred to and of the inclosure thereto, and have to say in regard to the letter of February 9, 1889, copy of which is also requested, that Mr. James F. Allen, a clerk of this Bureau, who was detailed by the Secretary of the Interior to assist in making certain investigations in connection with the logging operations on the several reservations within the La Pointe Indian Agency, took that letter with him, and it is therefore impracticable for a copy of the same to be furnished at this time.

Very respectfully,

JNO. H. OBERLY,
Commissioner.

Hon. WILLIAM E. CHANDLER,
U. S. Senate.

WASHINGTON, February 7, 1889.

SIR: I herewith inclose petition signed by the mark or in the handwriting of sixty-three of the Fond du Lac band of Chippewa Indians, requesting the removal of Farmer Young and Agent Gregory, because of the alleged complicity of said officers with depredaters upon the timber of the Fond du Lac Reservation.

I also inclose resolution adopted by the tribe in council on the 30th day of January, 1889, setting forth the opposition of the tribe to any further logging operations upon said Fond du Lac Reservation until present difficulties are adjusted and the question of the legality of existing contracts determined. It is specifically set forth in this resolution that the present depredaters are removing the logs in such an indiscriminate manner as to preclude the segregation of logs cut on allotted land from those cut on lands not allotted, or from those cut on allotments not approved by the President, or otherwise cut without the shadow of legal authority.

In this connection I beg that such instructions will be forwarded to the agency as will secure to the Indians complete identification of logs, and from what subdivision cut, and also full and free permission for interested Indians, or any one acting for such Indians, to verify such means of identification by marks or otherwise, the amount of logs or timber cut from each subdivision, under what contracts or authority cut, and generally such privileges in the premises as is necessary to follow and ascertain the disposition of the property of any individual claimant or the tribe.

I suggest that the mixing of property stolen or acquired wrongfully with that untainted in its acquisition is not a new mode of preventing the identification of such stolen or wrongfully acquired property; and in intermingling logs cut under the shadow of right with those not so cut these depredaters are taking only the well known and common precautions of ordinary thieves. If the right of the Indians to follow and mark all logs be not accorded by the Department, the depredaters will be assisted in their wrong-doing. The propriety of granting the reasonable request herein can not therefore be doubted.

Respectfully,

J. M. VALE,
Of counsel on behalf of Indians.

Hon. JNO. H. OBERLY,
Commissioner of Indian Affairs.

FOND DU LAC INDIAN RESERVATION IN THE STATE OF MINNESOTA.

We, the undersigned members of the Fond du Lac band of Chippewa Indians, residing upon said reservation, respectfully ask the honorable Commissioner of Indian Affairs to remove H. F. Young, Government farmer, for the following reasons:

He is working against our interests and doing all he can to aid the trespassers who are unlawfully cutting timber upon said reservation and removing the same therefrom. We can not depend upon him to look after our interests or to inform us of our rights. He, in our judgment, in the past has assisted and connived at wrongs perpetrated upon us. In the adjustment of matters, the controversy now existing between us and those who during the present logging season have trespassed on our lands, we do not feel safe to trust him or jeopardize our rights by allowing him to have anything to do in the matter. We further ask that J. T. Gregory, Indian agent at La

Pointe Agency, be removed and that honest and competent persons be appointed in their stead :

Michael (his x mark) Defauld, Ed (his x mark) Morsell, Naw (his x mark) gau up, John (his x mark) Whitebird, Michael (his x mark) Ane mo song, Lewis La Prarie, Ane (his x mark) ma song, John (his x mark) Winters, Jos. Smith, Jo (his x mark) Petite, Michel (his x mark) Petite, John (his x mark) Ma ge gwa nobe, Julius (his x mark) Cadotte, Pete (his x mark) Ane ma song, Antoine (his x mark) Cadus, Frank Dugnette, Benjamin (his x mark) Lago, Peter (his x mark) Beaver, Frank (his x mark) Houle, sr., Antoine Naganup, Louis McKenzie, Joseph (his x mark) Houle, sr., Davis Ruttle, John Cadotte, Eugene Danielson, Charles Cadotte, jr., F. La Duke, Joseph Laundri, John Arby, Antoine (his x mark) Martell, Billey Boy, Levi Lego, Antoine Couture, Michael (his x mark) Ane mo song, Maggie (her x mark) Bungo, Jo (his x mark) Houle, jr., Joe (his x mark) Defoe, sr., John McKenzie, Frank (his x mark) La Meaux, Ed. (his x mark) Michael, Frank (his x mark) Jackson, John (his x mark) McCarty, Mrs. James (her x mark) Ruttle, Celia (her x mark) Michael, Charlotte Cadotte, Lizzie (her x mark) Na ga nab, Albert K. Winters, Charley W. Danielson, George (his x mark) Blair, Mike Diver, Mary (her x mark) Ruttle, Mrs. L. B. (her x mark) Coffey, Nancy (her x mark) Gurnoe, Mrs. Joseph (her x mark) Sharette, sr., Mrs. Joe (her x mark) Whitebird, Mrs. John (her x mark) Couture, Wm. Goden, Susan (her x mark) Posey, Me she ke (his x mark) ge shick, Mrs. Louisa Brown, Antoine (his x mark) La Foor, Frank Houle, jr., Michael (his x mark) Na ga nab, Alex (his x mark) Houle, Lizzie Couture, George Couture, Paul (his x mark) Na ga nab

RESERVATION OF THE FOND DU LAC BAND OF CHIPPEWA INDIANS OF LA POINTE AGENCY.

The following resolutions are hereby adopted by Indians on above-named reservation in open council assembled this the 30th day of January, A. D. 1889 :

Resolved, That we are opposed to any further logging operations on said reservation until present matters are adjusted and it is determined who have contracts executed according to law or otherwise purporting to give them the right to cut and remove timber from said reservation ; that at present the trespassers now on said reservation are cutting the timber thereon and removing the same indiscriminately, regardless of whether or not the land upon which it is cut is patented, allotted, or the allotment approved of by the President of the United States ; that the said trespassers are mixing logs cut from different parcels of land, so that it will be difficult, if not impossible, to determine from an inspection of the logs on what lands they were cut. That we do not believe that the Government farmer will make any effort to mark or mark said logs so they can be distinguished.

That the Indians have no copy of any contracts claimed to be held by said trespassers. Said contractors and said trespassers have refused and still refuse to exhibit to the Indians any of said contracts, if such exist.

Therefore we ask that some competent person be appointed by the Commissioner of Indian Affairs to act in conjunction with such person or persons as said band of Indians may designate, to mark the logs cut by said trespassers on unallotted lands and lands allotted, the allotments not yet approved.

That we object to any modification of the order stopping cutting and hauling timber or logs on said reservation.

MICHAEL (his x mark) DEFAULD, *Chairman*.
F. LA DUKE, *Secretary*.
JOSEPH (his x mark) HOULE,
Member Standing Committee.

In presence of—

CHAS. W. DANIELSON.
JOHN BRENNAN.

[Telegram.]

OFFICE INDIAN AFFAIRS,
Washington, D. C., February 21, 1889.

JAMES F. ALLEN,
Ashland, Wis.:

Did you take with you Vale's letter of February 9, inclosing affidavit of Antoine Coders ?

JNO. H. OBERLY,
Commissioner.

[Telegram.]

CLOQUET, MINN., *February 23, 1889.*

JNO. H. OBERLY,
Commissioner Indian Affairs, Washington, D. C.:
 Have letter referred to among my papers.

ALLEN.

DEPARTMENT OF THE INTERIOR,
 OFFICE OF INDIAN AFFAIRS,
Washington, March 2, 1889.

SIR: Referring to my letter of February 25, 1889, a copy of the letter of February 9, 1889, from J. M. Vale, esq., therein referred to, is herewith transmitted, together with a copy of the inclosure thereto, the same having been returned by Mr. Allen.

Very respectfully,

JNO. H. OBERLY,
Commissioner.

Hon. WILLIAM E. CHANDLER,
U. S. Senate.

[J. M. Vale, attorney at law, room 67 Atlantic building, Nos. 928 and 930 F street.]

WASHINGTON, D. C., *February 9, 1889.*

SIR: I herewith inclose affidavit of Antone Cadero, one of the Fond du Lac band of Chippewa Indians, detailing transaction with Farmer Young, inspired by said Young, whereby he, Young, procured \$60 from Louise Najaub, the wife of affiant, and from affiant, for making an allotment. This is supplementary to the petition and representations filed by me yesterday, and cumulative of complicity between the farmer and timber deprecators. It is also represented to me by letter received this morning, of the 5th instant, that Hynes and Gowan are still cutting on the reservation, under instructions from Farmer Young, "to complete existing contracts," and, as it is claimed, under instructions from the Commissioner. I have been informed by the Commissioner that no contracts are uncompleted on the Fond du Lac Reservation. His instructions, therefore, permitting completion of contracts, if any such have been given, do not apply to the Fond du Lac Reservation. The permission given by Young is therefore a perversion of the Commissioner's instructions. I call the special attention of the Commissioner hereto, and ask if a remedy can not be found under existing laws. The methods of these deprecators and existing complicity between them and the Government officers on the reservation has been made too plain to be misunderstood. Delay in applying the remedy not only emboldens the wrong-doers, but assists them. I beg such action to be taken at once as will enforce the law.

Troops have been requested to be sent to the reservation by the Indians in council; to this request no answer has been made. Many requests have been made to stop the cutting of timber; the cutting still continues. Government officers have been shown to be in collusion with the thieves, and the removal of such from office prayed; but the corrupt officers still hold their places and corruptly exercise power. Is it possible no remedy can be found or applied?

I yesterday had the honor to represent to the Commissioner that these deprecators were hauling the logs cut without legal authority along with others alleged to have been cut from approved allotted lands, and so intermingling the two classes as to preclude identification. This morning's mail brings the statement that this condition of affairs is progressing to the satisfaction of the deprecators, and that unless some duly authorized person, not owned by or in complicity with the deprecators, be promptly sent to the reservation, the logs now being hauled will be so marked and juggled as to prevent identification in connection with the tract from which cut. It surely does not need argument to demonstrate the need of promptly preventing this. I beg that some one be promptly sent from the Indian Bureau to look after these matters. It is useless to send "instructions" to the agent or Government officers on the reservation. Experience hath shown such "instructions" will not be obeyed.

I also request that all logs not clearly cut from approved allotted lands be held by the Government for the use of the Indians. These logs are not in any sense the property of the deprecators; they are the property of the Indians, held in trust by the Government. I ask that they be disposed of by the United States accordingly, and that the deprecators be not permitted to remove any such logs not yet hauled,

and of the logs hauled to bank all be seized by and held by the Government subject to the right of the depredators being shown.

I beg a reply hereto at an early date.

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

J. M. VALE,

Of Counsel for the Fond du Lac Indians.

It is represented to me the Indians are afraid to do their own marking or follow the timber.

VALE.

HON. JOHN H. OBERLY,
Commissioner of Indian Affairs.

STATE OF MINNESOTA,
County of Carlton, ss :

Antoine Cadero, being duly sworn, deposes and says that he is a member of the band of Chippewa Indians, and resides on the Fond du Lac Reservation, in the State of Minnesota; that on or about the 20th day of August, 1888, H. F. Young, Government farmer of said reservation, came to my house and told me that he had a claim that there was 400,000 feet of pine thereon; that he, Young, thought affiant would make a good thing by purchasing the right to "allot" said land; that if affiant would pay to said H. F. Young the sum of \$60, he, said Young, would permit the wife of said affiant to allot a certain piece of land situate on said reservation; that affiant did not want to pay said Young for the right of allotting said land, saying he did not have the money to spare, but that the said Young insisted that affiant could well afford to pay \$60; that there would be big money in it. Affiant further swears that said Young, while acting in his official capacity, represented to me and my wife that said piece of land was well timbered, that there was at least 400,000 feet of good merchantable pine thereon, when in fact there is no pine at all; that upon the false representations of said Young affiant was induced to pay to said Young \$60, in order that affiant's wife (Louise Naganab) might be permitted to allot said land; that said Young would not allow said Louise Naganab to allot said land until said \$60 was paid, and that affiant did pay said Young \$60 for said right.

Further affiant saith not.

ANTOINE (his x mark) CADERO.

Subscribed and sworn to before me this 31st day of January, 1889.

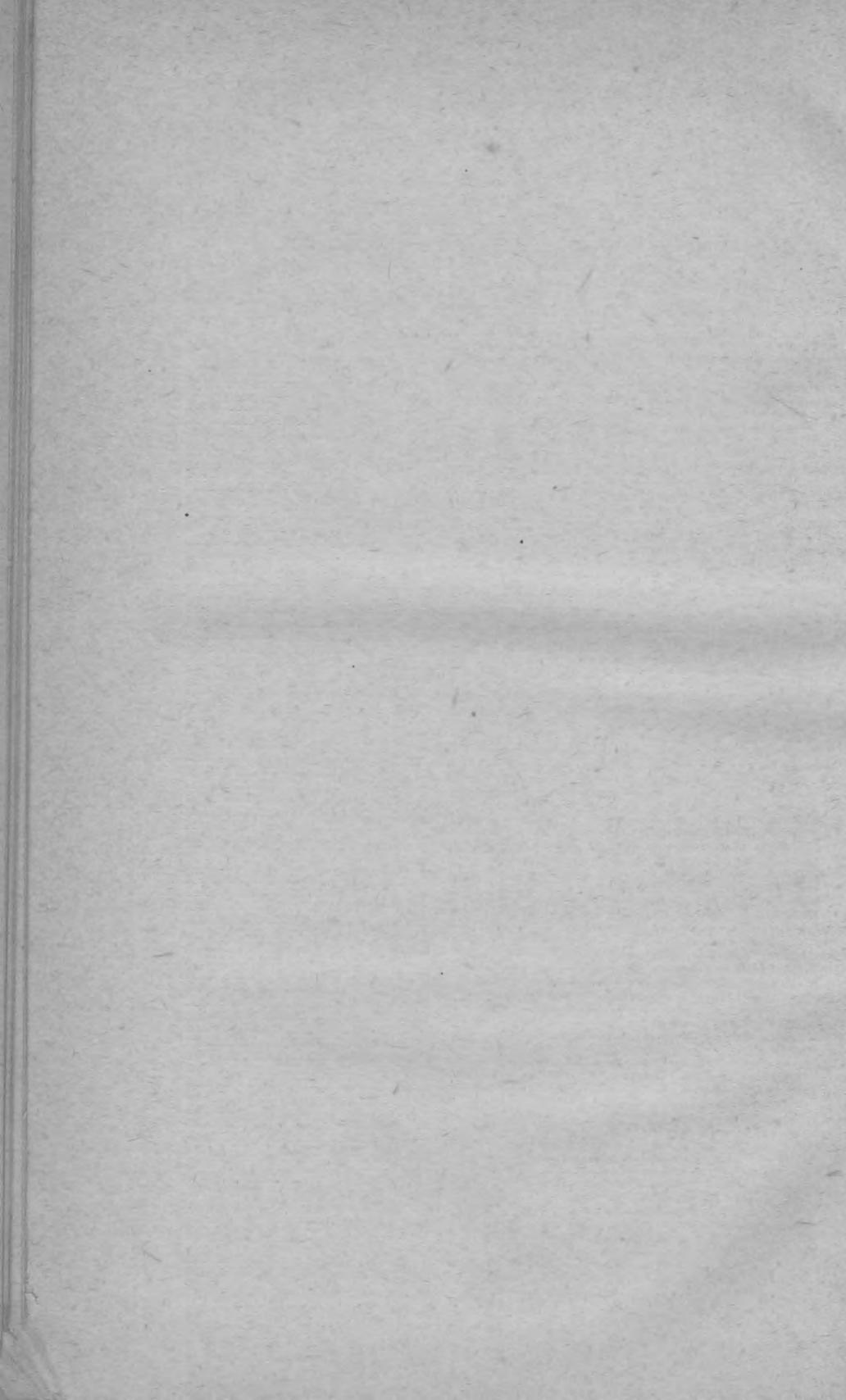
[SEAL.]

H. B. ALLEN,

Notary Public, Carlton County, Minn.

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