

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A communication from the Secretary of the Interior, with draft of a bill for the relief of Hiatt & Co.

JANUARY 19, 1887.—Read and laid upon the table and ordered to be printed.

To the Senate and House of Representatives:

I transmit herewith a communication of the 7th ultimo from the Secretary of the Interior, submitting, with accompanying papers, a draft of a bill "for the relief of Hiatt & Co., late traders for the Osage tribe of Indians, and for other purposes."

The matter is presented for the consideration of Congress.

GROVER CLEVELAND.

EXECUTIVE MANSION,
January 18, 1887.

DEPARTMENT OF THE INTERIOR,
Washington, December 7, 1886.

The PRESIDENT:

I have the honor to submit herewith copies of the papers in the matter of the claim of J. M. Hiatt, surviving partner of Hiatt & Co., late traders for the Osage tribe of Indians, amounting to \$16,759.99, for goods alleged to have been sold to the Osage Indians during the year 1873.

The claim came before this Department for settlement under the act (private) "for the relief of J. M. Hiatt, only surviving partner of Hiatt & Co.," approved July 14, 1886 (Pamph. Stat. 1885-'86, page 199), appropriating "the sum of \$16,759.99, or so much thereof as may be found actually due the claimant after an investigation of the facts by the Secretary of the Interior, which sum shall be in full satisfaction of the claim of the said Hiatt & Co. against the Osage tribe of Indians for goods sold them on an extended credit."

With the strong and favorable reports by a committee of each house of Congress, based upon what appeared to be conclusive evidence of the justice of the claim—evidence which purported to show that the claim had been carefully investigated and admitted to be just and correct by the business committee of the tribe, out of whose funds would be drawn

the amount required to make the settlement, and with the assurance of the high character of Mr. J. M. Hiatt and that he would not present an unjust claim, I entered upon the consideration of the case with much confidence that it was meritorious and just. But being mindful that such evidence as that presented in this case is procured with considerable facility, especially from Indians, I deemed it best to have such an investigation made as would at least enable me to determine the *bona fides* of the proofs in the case. This investigation was intrusted to one of the Indian Inspectors of this Department, a copy of whose report with accompanying testimony is herewith inclosed, wherein he expresses "the opinion that there was no close or careful investigation made by the committee or any member thereof of the accounts or books of Hiatt & Co.; that Mr. Gay, the chief clerk and book-keeper of Hiatt & Co., merely presented his statement, and that Governor Joe and some others had been influenced by promises of money and credit to agree to sign and use their influence to get others to sign it."

After reviewing the testimony taken by him, comparing it with the previous action and statements of some parties in the case, and showing how unreliable are all of such statements, testimony, &c., he concludes as follows:

There is no way of getting at the amount actually due Hiatt & Co., though I believe there is something due, but not one-half that is claimed. I am satisfied that there never was any examination of the books or accounts of Hiatt & Co. by the committee. I do not believe W. P. Adair was present at any investigation or even conversation relative to the affair. W. H. Connor may have known the amount he recommended in the certificate, but no other member did. I believe the certificate of the business committee was obtained by corrupt influences and promises to pay, and that no one who was competent ever looked over the books or papers of Hiatt & Co., representing the interest of the Osages in the matter. I believe that the amount was stated sufficiently large to pay Hiatt & Co. whatever might be due, a few thousand dollars, and also to cover all fees, promises, &c., to the parties getting it through the committee and Department.

While the case has been under consideration before me, a claim has been set up by Mrs. Elizabeth A. Leighton, of Keokuk, Iowa, as widow and administratrix of William Leighton, deceased, who, she shows, was a partner with said J. M. Hiatt for a time at least in the business out of which this claim grows, and by the terms of copartnership entitled to an equal share in the profits, &c., of said business.

The law provides only for a payment to J. M. Hiatt, as only surviving partner of Hiatt & Co.; and it further provides that such payment shall be in full satisfaction of the claim of Hiatt & Co. against the Osage tribe of Indians.

In view of the foregoing facts, I have not felt justified in stating and reporting to the Secretary of the Treasury any account on the claim for allowance and payment to J. M. Hiatt under the law.

I am satisfied that something is due from the Indians for supplies furnished by Hiatt & Co., but do not believe that they are entitled to be paid the full amount claimed.

After carefully weighing the evidence and reports in the case, I am of opinion that one half of the sum claimed, viz, \$8,380, would cancel the indebtedness of the Osage tribe of Indians to Hiatt & Co. in the matter of this claim; and I therefore present herewith the inclosed draft of a bill, with the recommendation that it be presented to Congress for its action, providing for the use of \$8,380, out of the funds of the Osage tribe of Indians, for the relief of Hiatt & Co., and that said sum be apportioned and paid to the person or persons, or their legal representatives, if deceased, comprising the firm or copartnership of Hiatt & Co.

at the time the claim accrued, in such amounts as their interests in said claim shall be made to appear in proof satisfactory to the proper accounting officers of the Treasury Department; also providing for the repeal of the act entitled "An act for the relief of J. M. Hiatt, only surviving partner of Hiatt & Co.," approved July 14, 1886.

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

L. Q. C. LAMAR,
Secretary.

A BILL for the relief of Hiatt & Co., late traders for the Osage tribe of Indians, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury be and he is hereby authorized and directed to pay out of any money in the Treasury accruing to the Osage tribe of Indians by act of Congress approved June sixteenth, eighteen hundred and eighty, the sum of eight thousand three hundred and eighty dollars in full satisfaction of the claim of Hiatt & Co. against the Osage tribe of Indians for goods sold to them on an extended credit, said sum to be apportioned and paid to the person or persons, or their legal representatives, if deceased, comprising the firm or copartnership of Hiatt & Co. at the time the claim accrued, in such amounts as their several interests in said claim shall be made to appear in proof satisfactory to the proper accounting officers of the Treasury.

SEC. 2. The act entitled "An act for the relief of J. M. Hiatt, only surviving partner of Hiatt and Co.," approved July fourteenth, eighteen hundred and sixty-six, is hereby repealed.

DEPARTMENT OF THE INTERIOR,
Washington, October 13, 1886.

SIR: You have been instructed by letter of this date to proceed to the Osage and other agencies in the Indian Territory.

On the 30th ultimo a letter was addressed by this Department to Inspector R. S. Gardner, inclosing certain papers in the claim of J. M. Hiatt, surviving partner of Hiatt & Co., late traders at the Osage Agency. This letter was sent by registered mail to Arkansas City, Kans.

You will procure, before leaving this city, such authority from or make such arrangements with the Post-Office Department as will enable you to receive and receipt for that registered communication when you reach Arkansas City, and you will carry out the instructions contained in said letter to Inspector Gardner, making the investigation and report required on the claim.

Very respectfully,

L. Q. C. LAMAR,
Secretary.

General F. C. ARMSTRONG,
United States Indian-Inspector, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Washington, September 30, 1886.

SIR: I inclose herewith the papers in the claim of J. M. Hiatt, surviving partner of Hiatt & Co., late traders for the Osage Indians, dur-

ing the year 1878, amounting to \$16,759.99, adjudication of which is provided for by the act of July 14, 1886 (private, No. 633, copy inclosed), "after an investigation of the facts by the Secretary of the Interior."

The facts as presented in the evidence are fully, clearly, and fairly set forth in the House and Senate reports herewith, numbered 1475 and 828 respectively, of the Forty-ninth Congress, first session. Both committees reached the general conclusion that the evidence established the fact that the traders were justified in granting the credit; that the Indians are indebted to the claimant in a large sum, and that the account against the Indians is fairly stated, and is an honest account; and that, the claim having been investigated and found correct by the business committee of the tribe, it may be accepted as an account stated.

The business committee was created by an act of the council of 1876 (copy inclosed), and authorized, *inter alia*, "to examine and act on behalf of the tribe on all matters of claims against the tribe, individual bands, or members thereof." Their work in this case seems to have been clearly within the scope of their authority under that act. They represented the tribe, examined the claim, ascertained the amount due, and recommended payment thereof out of the tribal funds. Their findings are corroborated by other evidence. (See letter of Samuel Beivnew, head chief of the half breed band; letter of ex-Agent Beede; certificate of Paul Aiken, United States interpreter, and affidavit of clerks at the time in the employ of the firm.)

In 1880 L. J. Miles, who has succeeded Cyrus Beede as agent for the Osages, forwarded to the Indian Office a paper to which the names of a number of chiefs and headmen are attached, requesting that the claim of Hiatt & Co., before it is paid, be investigated, giving as a reason that "we are not aware of our people taking but little credit there." In 1886 a paper was filed in the Indian Office, signed by Black Dog, principal chief; Paul Aken, Peter C. Bigheart, and E. M. Mathews, as delegates, representing the Osage Nation of Indians, requesting that certain class of claims presented against the Osage Nation be first referred to the national council for investigation and allowance or disallowance before payment.

This paper can hardly be construed as embracing within its general terms this claim of J. M. Hiatt, surviving partner of Hiatt & Co., since it has been examined, the amount ascertained, and a request formulated and addressed by the business committee of the tribe to the Commissioner of Indian Affairs requesting its payment. It has not been rejected by the Osage council, and was not presented without the knowledge of the Osages. The delegates had knowledge of these facts, for one of them (Black Dog) signed the business committee's report on the case, and another, Paul Aken, interpreted for the business committee at the time of their investigation, and also added his certificate as to the justice of the claim.

The law directs the Secretary of the Treasury to pay the sum appropriated (\$16,759.99), or "so much thereof as may be found actually due the claimant after an investigation of the facts by the Secretary of the Interior."

The examination of the record and evidence in the case reasonably convinces me that the Indians are justly indebted to the claimant for necessary supplies furnished them upon credit at the solicitation of their chiefs and headmen, and that he was encouraged thereto by the United States agent and the United States interpreter; that the individuals and families failed to settle the indebtedness thus incurred, because of the large and unexpected decrease in their per capita annuity

payment which followed, and out of which claimant had been assured of payment; that the tribe, through its business committee, has examined the claim, ascertained the amount due, and has requested payment thereof out of the tribal funds.

I am aware that there are many difficulties in the way of such a thorough investigation of such a case as will at this distance of time enable you to procure original evidence of the items, values, and character of the articles furnished the Indians. Many of the Indians are dead; others may have imperfect recollections of the details of the case, and still others may have become prejudiced against or unfavorable to the payment of the claim by the operation of influences which do not really affect its merits or justness; but such an investigation can be made of the case as will enable you to determine generally whether supplies to the amount charged were furnished; whether the examination of the accounts by the business committee of the tribe was honestly and fairly made, and whether upon all the facts in the case, and information obtainable thereon, J. M. Hiatt, surviving partner of Hiatt & Co., is justly entitled to payment of the sum found due by the business committee of the tribe, in full satisfaction of the claim.

Upon receipt of these papers you will proceed to the Osage Agency, Indian Territory, make the investigation of the case thus indicated, and report the result to this Department, returning the inclosed papers with your report.

Very respectfully,

L. Q. C. LAMAR,
Secretary.

Col. R. S. GARDNER,
United States Inspector, Ignacio, La Plata County, Colorado.

ARKANSAS CITY, KANS., November 2, 1886.

Hon. L. Q. C. LAMAR,
Secretary of the Interior :

SIR: In accordance with instructions from your office, I have been to the Osage Agency and investigated as far as possible the circumstances attending the examination of and passage by the business committee of the Osage council, 1880, the claim of Hiatt & Co. against the Osage tribe.

From the papers placed in my possession giving a full history of the claim and all the evidence given the committee of Congress on which the two reports were based and payment recommended, the claim appears just, and Hiatt & Co. are entitled to pay therefor. Experience having taught me that the indorsements by Indian delegations and councils where large claims have been made by white men are sometimes obtained by improper influences, I thought it best to ascertain the manner of examination made by the business committee of the books and accounts of Hiatt & Co. I am of the opinion that there was no close or careful investigation made by the committee or any members thereof of the accounts or books of Hiatt & Co. That Mr. Gay, the chief clerk and bookkeeper of Hiatt & Co., merely presented his statement, and that Governor Joe and some others had been influenced by promises of money and credit to agree to sign and use their influence to get others to sign it. There was no man representing the Osages on the committee who could read or tell anything about an account if it had been shown him, except W. H. Connor. He says in his statement, made November 1, 1886 (yesterday), that no examination was made of the books or accounts. (See his statement inclosed, marked A.)

His character for integrity or truth is very doubtful, and no man who knows him would rely upon him. He also says that he does not remember seeing Col. W. P. Adair present at that time, although he was at the agency. He says also that had the claim been properly investigated it would have passed the committee. This same claim has been thrown out and disapproved by the council since, because no books or papers could be produced for examination.

I came via Keokuk, Iowa, and there called on Mr. Hiatt. He is an invalid, as represented, and broken up generally. He says his books were left in Mr. Tisdale's keeping, who died. His widow shipped the books to Keokuk, and that they were partially destroyed, and at present no information can be gleaned therefrom, so that it is impossible to go into an investigation of the books or accounts.

Paul Akin, interpreter, whose first certificate great stress is laid upon, now says that he was not present when the books, &c., were before the business committee, although his former certificate, filed with the original papers, distinctly says he interpreted and advised in the case and investigation, and also that he knew the amount to be correct. This man understands English, is a half-breed, and can read and write. He knew what he was signing on both occasions, but on the last I put the questions directly to him, and from his looks and conduct at the time I am of the opinion that but little weight can be given his opinions or statements where his interest is at stake, and in this case I believe he has an interest. See his affidavit, marked B, and then read the one printed in the report of Congressional committee. The last I believe to be nearly the truth; that is, leaving out the part where he says he did not know what he was signing. He did know very well.

Black Dog, I believe, has stated the truth in this statement, made October 27, 1886, before me. (See inclosure marked C.) He cannot read, and only signs his name. He could not have examined or understood the accounts or books. He stated to me that W. P. Adair was not present.

T. L. Rogers is an intelligent and educated half-breed. He is the judge for the Osage tribe under the council. He is well posted as to all the affairs of the Osage people. The claim he speaks of as the "Adair claim" is a very large one, outside and altogether different from the Hiatt claim, but it seems some of the parties interested in the passage of the Hiatt claim are also interested in this "Adair claim." (See Rogers's statement, marked D, inclosed.) I inclose herewith a statement of John N. Flores, formerly trader at Osage Agency, and at present clerk for Mr. Branham, trader at Osage Agency, and the Gray Horse store. (See inclosure marked E.) Samuel Beivnew, the half-breed, is dead. His widow says nothing was promised him by Hiatt & Co., but that he worked for Hiatt. She believes the claim just, and so did her husband.

There is no way of getting at the amount actually due Hiatt & Co., though I believe there is something due, but not one-half that is claimed. I am satisfied that there never was any examination of the books or accounts of Hiatt & Co. by the committee. I do not believe W. P. Adair was present at any investigation or even conversation relative to the affair. W. H. Connor may have known the amount he recommended in the certificate, but no other member did. I believe the certificate of the business committee was obtained by corrupt influences and promises to pay, and that no one who was competent even looked over the books or papers of Hiatt & Co., representing the interest of the Osages in the matter. I believe that the amount was stated sufficiently large to pay Hiatt & Co. whatever might be due, a few thousand dollars, and also to cover all fees, promises, &c., to the parties getting it through the committee and Department.

I return herewith the papers sent Inspector Gardner and received for by me.

Respectfully,

FRANK C. ARMSTRONG,
United States Indian Inspector.

A.

QUESTIONS PUT BY INSPECTOR ARMSTRONG.

PAWHUSKA, OSAGE AGENCY, IND. T., *November 1, 1886.*

(1) W. H. Connor, were you on the business committee of the council who examined the claim of Hiatt & Co., in August, 1880?

I was one of the committee.

(2) Did your committee investigate each account and the amount?

The amount was read before the committee, but no investigation was made.

(3) Were you promised any credits or payment of money if this claim was passed, by Hiatt & Co. or others?

No, I was not.

(4) Was Col. W. P. Adair present, and did he examine the books and papers for your committee.

No, not as I know; but Adair was here at the time.

(5) How do you know whether or not the amount due Hiatt & Co. amounts to \$16,759.99?

The bill was read to us, and that was the amount they stated—\$16,759.99.

(6) Do you know whether or not Governor Joe or others was promised payment if this claim was passed and paid?

No; all I know about the matter was that Miles, our former agent, said such a paper was found with the governor, showing that they had such an obligation.

(7) Could this certificate from the business committee have been obtained without some promise of payments to the members and others of influence in the tribe?

So far as I know myself individually, if the account had been properly investigated it could have passed the committee without any payments to the members.

W. H. CONNOR.

The questions above written were answered by W. H. Connor in his own handwriting and sworn to before me this 1st day of November, 1886.

JAMES I. DAVID,
United States Indian Agent.

B.

UNITED STATES INDIAN SERVICE,
Osage Agency, Ind. T., October 28, 1886.

Paul Akin says:

I was not present when the books and accounts of Hiatt & Co. were examined, nor do I know whether or not they were examined. I believe there was something due Hiatt & Co., but I do not know the amount. I did help to issue the goods, and explained to the Indians the credit they were getting. When I signed the certificate dated August 17, 1880, I did not understand it to mean that I was acquainted with the details or amount, but only the general facts that they had a credit. I did not see W. P. Adair at the time, as I was not there when the certificate of the business committee was signed.

PAUL AKEN.

Witness:

JAS. I. DAVID, *United States Indian Agent.*

Sworn to and signed in my presence this 28th day of October, 1886, at Osage Agency, Ind. T.

FRANK C. ARMSTRONG,
United States Indian Inspector.

C.

UNITED STATES INDIAN SERVICE,
Osage Agency, Ind. T., October 27, 1886.

Black Dog, chief of Osages, says that he does not believe that the Osages owed Hiatt & Co. the amount claimed. He says that he did not see the books, but he saw a number of accounts. Some of the Osages owed large accounts. I was told by the others, Big Chief, Hard Rope, W. H. Connor, and Governor Joe that they wanted to pay Hiatt & Co., and I signed the paper with the business committee.

BLACK DOG.

Witness,

JOS. I. DAVID:
United States Indian Agent.

Sworn to and signed before me at Osage Agency, October 29, 1886.

FRANK C. ARMSTRONG,
United States Indian Inspector.

D.

OSAGE AGENCY, IND. T., October 28, 1886.

T. L. Rogers says the business committee that signed and recommended the claim of Hiatt & Co. were appointed by the agent, Cyrus Beede. These were put on that committee because they were favorable to the claim known as "Adair claim." There was no man on the business committee who was competent, except Connor, who could examine accounts.

There had been two national debts paid similar to this. It was distinctly understood that no other claims should be made, and that all accounts after that were to be collected at the payments and at traders' risk. This claim was before the council last fall; they refused to pass it.

T. L. ROGERS.

Witness:

JOHN MCFALL, *Clerk.*

Sworn to and signed before me this 25th October, 1886, at Osage Agency, Ind. T.

FRANK C. ARMSTRONG,
United States Indian Inspector.

E.

OSAGE AGENCY, IND. T., *October 2, 1886.*

Mr. John N. Florer says: I was a trader at this agency at the time the claim of Hiatt & Co. was brought before the business committee in 1880. I know that Mr. Hiatt had some accounts against the Indians, but I do not know the amounts. It was generally understood that the amounts were not very large. I know also that Hiatt & Co. allowed some of the business committee, Hard Robert, Governor Joe, and others, to come into his store and make accounts at from \$2 to \$500. They told me that they were allowed this credit in consideration of their being members of the business committee before when Hiatt & Co. had a claim to be adjusted. Before Governor Joe died he sent for me and told me that Hiatt & Co. had promised to give \$500 additional in cash, when the claim that had passed the committee was paid, and asked me to see that his widow received the money. He died that day. I believe that there is due Hiatt & Co. three or four thousand dollars and he had opportunity to collect it, but I do not believe there is any more due. I further know that L. J. Miles, ex-agent, requested Hiatt & Co. or their representative, Mr. Gay, to bring forward their books and call the individual Indians up and he would investigate each individual account himself, and have the Indians present. This they declined to do. This claim has been before the council and they have always asked for the books and investigation, but they could never get any books.

I believe that the signatures to the certificate of the business committee were procured by the undue influence in the way of credits in store and promises of additional payments in money when the claim should be paid. The time that Hiatt & Co. claim that they could not collect their money and the Indians were suffering, I gave credit and collected all that was due me. Only a few years before, the Government, with the consent of the Indians, had paid us all claims held by traders against Osages, with the distinct understanding among us, and signed a paper to that effect, that we were to depend only upon collections from the payments and not present any more claims. Hiatt & Co. signed the agreement with me and also Captain Coy & Co.

JOHN N. FLORER.

Test:

H. P. BRANHAM.

Sworn to and signed before me, at Osage Agency, Indian Territory, October 28, 1886.

FRANK C. ARMSTRONG,
United States Indian Inspector.

KEOKUK, IOWA, *October 14, 1886.*

To the SECRETARY OF THE INTERIOR:

SIR: There is a claim before you of J. M. Hiatt, surviving partner of the firm of Hiatt & Co. As I am the widow of William Leighton, deceased partner, and also administrator of his estate, would like to be recognized in said claim. My husband's estate was consumed paying said firm's debts. I ask a recognition, and would like an early reply. My reference is Judge Miller, of Supreme Bench.

I remain, yours, respectfully,

ELIZABETH A. LEIGHTON,
Keokuk, Iowa.

KEOKUK, IOWA, November 5, 1886.

Hon. L. Q. C. LAMAR,
Secretary of the Interior, Washington, D. C.:

Your letter of 30th ultimo, to Mrs. Elizabeth A. Leighton, administratrix of the estate of William Leighton, deceased, a member of the firm of J. M. Hiatt & Co., composed of John M. Hiatt and said William Leighton, deceased, is referred to me as her attorney, and I file in the said cause certified copies of letters of administration and also my own affidavit, with copy of co-partnership articles, and will file in a few days further papers, which we respectfully request the Department will consider in determining the rights of the parties.

Truly, &c.,

W. B. COLLINS,

Attorney for Elizabeth A. Leighton, administratrix of William Leighton, deceased.

STATE OF IOWA,
Lee County:

To Elizabeth A. Leighton, sends greeting:

Whereas the late William Leighton departed this life intestate on the 24th day of August, A. D. 1879, being at or immediately previous to his death a resident of the county of Lee, and having property to be administered upon, within said county of Lee, by means whereof the ordering and granting administration of all and singular the goods, chattels, and credits whereof the said intestate died possessed, in the State of Iowa, and also the auditing, allowing, and final discharging the account thereof, do appertain unto the circuit court of Lee County, and the said court being desirous that the goods, chattels, and credits may be well and faithfully administered, applied, and disposed of, doth grant unto you, the said Elizabeth A. Leighton, full power by these presents to administer and faithfully dispose of all and singular the goods, chattels, and credits, to ask, demand, recover, and receive the debts which unto the said intestate, while living and at time of his death, did belong, and to pay the debts which the said intestate did owe, after the same shall have been verified and filed and approved by said court, as far as such goods, chattels, and credits will thereunto extend and law require; and in general to do and perform all other acts which now or hereafter may be required of ——— by law. And the court aforesaid doth by these presents deputize, constitute and appoint you, the said Elizabeth A. Leighton, administratrix of all and singular the goods, chattels, and credits which were of the said William Leighton, deceased.

In testimony whereof, I, S. L. James, clerk of the circuit court of Lee County, in the State aforesaid, have set my hand and caused the seal of said court to be affixed at Keokuk, Iowa, this 9th day of September, 1879.

[SEAL.]

S. L. JAMES,
Clerk Circuit Court.

STATE OF IOWA,
Lee County, ss:

I, J. B. McNamara, clerk of the circuit court of the State of Iowa, in and for said county, do hereby certify that the above and foregoing is a true and perfect transcript of the administratrix's commission in the above entitled cause, as fully as the same remains on record in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at my office in the city of Keokuk, in said county, this 5th day of November, A. D. 1886.

[SEAL.]

J. B. McNAMARA,
Clerk of said Court.

STATE OF IOWA,
County of Lee, ss:

I, J. W. Jeffries, sole judge of the circuit court of the first judicial district (in which is the county of Lee), hereby certify that J. B. McNamara, whose genuine signature appears to the foregoing certificate, was at the date thereof, and still is, clerk of the circuit court within and for the county of Lee, duly elected and qualified; that the seal by him thereto affixed is the seal of said court, and that his attestation is in due form.

In testimony whereof, I hereunto subscribe my name this 5th day of November, 1886.

W. J. JEFFRIES,
Circuit Judge.

Ordered, That notice of the within appointment be given by posting four written notices thereof in four public places in Lee County, Iowa, one of which shall be at the court-house door at Keokuk, in said county, within thirty days from this date.
September 9, 1879.

S. L. JAMES,
Clerk.

ARTICLES OF COPARTNERSHIP.

Articles of agreement made and concluded this 29th day of August, A. D. 1870, between John M. Hiatt, of Lee County, State of Iowa, of the one part, and William Leighton, of the same place, of the other part. Witnesseth:

The said parties have agreed, and by these presents do agree, to associate themselves as copartners in the art and trade of buying and selling all sorts of wares, goods, and commodities belonging to the trade or business of merchandise, more particularly connected with supplying certain tribes of Indians located at Spring River at the Neosho Agency, Indian Territory. This copartnership shall continue from the date of these presents for and during and to the full end and term of six months next ensuing. The name, style, and title of such partnership shall be "Hiatt & Co." For the above purpose he, the said John M. Hiatt, hath upon the day of the date hereof put into said partnership as capital stock the sum of \$2,000 and the said William Leighton has also invested the sum of \$1,000 and agreed to invest \$1,000 more, all of which said sums are to be used, laid out, and employed in common between the parties hereto for the management of the said business to their mutual advantage, and it is hereby agreed between the parties, that if at any time any one partner pays in more capital than the other, that interest at 10 per cent. per annum shall be allowed said partner on such surplus.

The said John M. Hiatt is to give personal attention to said business at said Spring River Agency, and the said Leighton agrees to find the means in cash and credit for such business at rates not exceeding 5 per cent. commissions and 7 per cent. interest per annum on goods and cash so obtained from third parties. And it is further agreed that during the period of said business perfect, just, and correct book accounts shall be kept, and that all profit, gain, and increase that shall or may arise from or by reason of the said joint business shall be equally and promptly divided between them, share and share alike, and also all losses that may happen in said business by bad debts, bad commodities, or however otherwise, shall be paid by and borne equally between them. In witness whereof the parties to these presents have hereunto set their hands and seals the day and year above written.

J. M. HIATT. [SEAL.]
WM. LEIGHTON. [SEAL.]

STATE OF IOWA,
Lee County, ss:

I, W. B. Collins, having been duly sworn, on my oath say, the above is a true and correct copy of the original articles of copartnership between John M. Hiatt and William Leighton of Keokuk, Iowa, and that said parties continued to do business as a copartnership under the firm name and style of Hiatt & Co., up to the date of the death of said William Leighton on the 24th day of August, A. D. 1879, and further say, Elizabeth A. Leighton, the widow of said William Leighton, was duly appointed the administrator of said estate of William Leighton, deceased, and is now the acting administrator of said estate and has never been discharged as such because of unsettled matters pertaining to the firm of Hiatt & Co. with the United States and other matters.

W. B. COLLINS.

Subscribed and sworn to before me, by W. B. Collins, this 5th day of November, A. D. 1886. Witness my hand and seal official.

[SEAL.]

J. B. McNAMARA,
Clerk of the District Court in and for Lee County, Iowa.

329 FIFTH STREET, KEOKUK, IOWA,
November 6, 1886.

SIR: Your letter of the 27th, in answer to mine, received, and I thank you. I wrote more fully of date of 14th or 15th of October. On receipt of yours I referred the matter to my attorney, W. B. Collins, and he filed affidavit respecting the partnership and

persons composing Hiatt & Co., mentioned in act of July 14, 1886. The act is for benefit of Hiatt & Co., and not for J. M. Hiatt individually. I will file more evidence showing my interest, and hope no action will be taken that will prejudice my interest. Trusting to your legal judgment and sense of justice,

I remain, yours, respectfully,

ELIZABETH A. LEIGHTON,
Widow of Deceased Partner.

OSAGE AGENCY, IND. T., June 2, 1876.

This certifies that at a meeting of the chiefs, councilors, and headmen of the Osage tribe of Indians, held at their council room at the Osage Agency, Indian Territory, this the 2d day of June, 1876, Joseph Pawneenopashe has been duly elected governor, and Chetopa has been elected chief councilor for our tribe, to hold their respective offices for two years from the date hereof, unless sooner removed for cause by the chiefs and headmen of the nation, or by the United States agent for the tribe, of which cause the chiefs and headmen in council assembled, by vote, or the United States agent, shall determine.

It is also agreed by the council of chiefs and headmen assembled that the governor and chief councilor elect shall, with the approval of the United States agent, appoint five leading men of the tribe, to be associated with themselves, constituting the business committee of the tribe, in the transaction of its business with the agent, and the committee thus elected and appointed are authorized to receipt for supplies and annuities issued by the agent and the Government of whatever kind; to examine and act on behalf of the tribe on all matters of claims against our tribe, individual bands, or members thereof.

The associate committee, or any of them thus appointed, shall be subject to removal at any time, and in like manner and for like cause as the governor and chief councilor may be removed, or, for like cause, may be removed by the governor and chief councilor, jointly.

The governor, chief councilor, and associate committee are elected and appointed with the express understanding and agreement on their part that they shall labor faithfully for the advancement of the tribe and all its members in civilization; they shall aid in preventing any violation of law by any of our people in the arrest and punishment of all violators of the law on our reservation; they shall aid in the arrest of any person found on the reservation with "whisky" or any other intoxicating liquor without authority of law; they shall in no case use the same themselves nor allow their people to do so.

They shall restrain their people from committing any acts of depredation, from molesting any private or public building. They shall in no case enter any of the public buildings about the agency without authority nor allow other members of the tribe to do so, and any failure on their part to comply with these regulations shall be regarded as sufficient cause for immediate removal from office.

For the faithful performance of the duties herein imposed the governor shall receive as heretofore a salary of \$500 per annum, the chief councilor \$400 per annum, and each of the associate councilors \$300 per annum, to be paid from our tribal funds.

CHIEFS OF BANDS.

(Signed with an x mark:)

Big Chief, White Hair, To-wauge-he, Black Dog, Napa Walla, Nun-sa-wah-hah, Clammore, George Beaver, Strike Axe, Saucy Chief, We-kah-ke-pah-ne, Tall Chief, Wah-ti-an-ka, Town Maker, Glado-mo-sa, William Penn, Little Chief.

COUNCILORS AND HEADMEN.

(Signed with an x mark:)

Mo-sho-o-logy, Hard Rope, Kaw Striker, Wash-kom-wa, Two Giver, Little Fool, Okun-tsa-wah-sko, Belvizo, Big Heart, Che-sho-wahti-an-ka, Soppa-kea, Bare Leg, Saucy Osage, Saucy Paoli, Big Elk, Olo-hoh-wah-la, Strike Axe, Epe-sonsa, Little Fool, Brake Bero, Dark, Wah-tsa-woh-hea, Bad Temper, Dog Thief, Scare Dog, Nia-hah-ka, Ambitious Man, Tally, White Horn, Big Hail, Black Fist, Eagle, Iron Collar, Tsa-moie, Noisy, Wah-hah-da, Tsa-no-poh-she, White Horn, Chief Stroud, Ne-kah-ko-la, Step-Long, Man, Hard Heart, Mo-o-lah-hah, Samuel Beivenue (signed), Anthony Del Orier (signed), Che-mah-hah.

OSAGE AGENCY, IND. T., June 2, 1876.

I certify on honor that I have interpreted the foregoing instrument of writing to the Osage tribe of Indians in council assembled, this the 2d day of June, 1876, to their un-

derstanding, and that the signatures and marks of the chiefs and headmen thereto were made in my presence and are genuine.

PAUL AKEN,
United States Interpreter.

OSAGE AGENCY, IND. T., *June 2, 1876.*

We certify on honor that we were present at the council held with the Osage tribe of Indians, this 2d day of June, 1876; that the foregoing instrument of writing was fully explained to them in our hearing; and that the signatures and marks of the chiefs and headmen thereto were made in our presence, and are genuine.

J. L. STUBBS.
R. W. HOPKINS.

OSAGE AGENCY, IND. T., *June 2, 1876.*

Done in my presence this 2d day of June, 1876.

CYRUS BEEDE,
United States Indian Agent.

OSAGE AGENCY, IND. T., *December 11, 1877.*

Official copy of proceedings of Osage Council of Indians, held at the Osage Agency, Indian Territory, June 2, 1876.

Attest:

CYRUS BEEDE,
United States Indian Agent.

POINTS MADE BY INSPECTOR WATKINS IN HIS REPORT OF INSPECTION OF OSAGE AGENCY, DATED JANUARY 29, 1878.

Osages need teams, farming implements, and thrashing machine.

After June 30, 1878, rations should be issued only to sick and aged.

Twice too many blankets purchased; suits of clothing should be substituted.

Soda should be furnished in quarter-pound tin cans, not 1-pound paper packages.

School contract system bad; school should be started at once on plan proposed in Watkins's telegram of January 20.

Agency buildings except two are on lands subject to overflow.

Grist-mill is in danger of being undermined. Saw-mill should be repaired and set to work; lumber needed. Another saw-mill on Salt Creek, 30 miles from agency should be repaired (at from \$500 to \$800), and should be run mostly by Indians.

Two white families Beede has been directed to send off reserve.

Beede has been directed to discharge 6 of his 28 employés at the two agencies.

Beede has been authorized to organize an Indian police of ten, and been directed to get authority from Indian Office to pay them \$10 per month.

Beede has been authorized to build stone guard-house with employé labor assisted by Indians.

Out of 23 head horses and mules only 4 are needed; rest should be issued to Indians.

Agent has office in his house, instead of using office building in center of village.

Contract loosely drawn and contractor favored. Only 90 calves delivered. No bull purchased.

After payment, \$1,008.75 were left of annuity fund in the hands of Beede to be accounted for.

Some one should go to Osage Agency, and take proof in disputed cases as to those who have rights in the tribe, in order not only to cut off from the roll those not belonging there, but to expel them from the reserve.

OMAHA, NEBR., *February 5, 1878.*

SIR: Before leaving the civilized portion of our country and turning my attention entirely to affairs in Arizona, I wish to specially call your attention to the issue of rations to the Indians, and more particularly the issue to the Osages. The subject is spoken of in my report on the inspection of that agency, but I deem it of so much importance, that I make it the subject of a separate communication.

For many years the bulk of their appropriation has been wasted in the purchase of food which they did not need. They have a country susceptible of remunerative cultivation, and I am fully satisfied that in order to civilize Indians they must be taught to

work. To induce them to make this great innovation upon the ancient customs of their people the necessity must be made apparent to them. As long as they are fed they do not see this necessity. Hence we find the Osages, after a quarter of a century of intercourse with the whites and the care of an agent, living in the same manner as their fathers, only less independent; for they are fast becoming a nation of beggars and idle vagabonds by reason of being fed at the public expense, while their fathers pursued the chase and thus provided for the wants of the people.

These facts are recognized by the more intelligent of the Osages, and they beg the Government to shut off on this supply of food, and expend their funds for something that shall be of permanent benefit.

They ask for teams, for wagons, houses, farming utensils and for stock. I told them I thought these things would be furnished in lieu of food, and warned them they must begin work early this coming spring—plow, plant, and sow—so as to be provided for next winter. I told them if the public supply of food was shut off, after the 1st of July they must put themselves in condition to feed themselves and not call on the Government to feed them again, as that would give the lie to all their statements on the subject, and show that I was unwise in making the recommendation. This they universally promised to do. I have faith that they will do it if they are properly assisted and encouraged in this direction.

To this end I urgently recommend that the remaining balance of this fiscal year's appropriation be expended for teams and for farming implements, and that the agent be instructed to carry out these views. The Indians of Round Valley, California, of Yakima, Washington, and of the Sisseton Agency, in Dakota, have all been compelled to work, and the result is they are civilized, self-sustaining, and respectable. The Osages have natural advantages over any of these tribes. Why should they be so far behind them? Their large fund, derived by treat and sale of lands, is a curse to them. But it is the duty of the Government, as their guardian, to expend it in such a manner that the wealth of these Indians may not operate to encourage idleness and vice.

I would recommend that the bulk of the appropriations for the Pawnees and Poncas be expended also for work oxen, mules, and farming implements.

Very respectfully, your obedient servant,

E. C. WATKINS,
Inspector.

Hon. E. A. HAYT,
Commissioner, Washington, D. C.

The SECRETARY OF THE INTERIOR :

The undersigned, the governor, chief councilor, and head chiefs, constituting the business committee of the Osage tribe of Indians, respectfully ask that you pay to Hiatt & Co. the sum of \$16,759.99 out of the money accruing to us by act of Congress approved June 16, 1880.

The above sum is the correct aggregate of accounts against our people for supplies furnished them and which they have hitherto been unable to pay.

The accounts are correct. The supplies were needed and had, and, as honest men, we desire payment to be made as promptly as possible.

To that end we make this requisition upon you, and this shall be our receipt for the same.

JOSEPH PAW-NE-NO-PASHE,
Governor of Nation.
STRIKE AXE (his x mark),
Chief Councilor.
BIG CHIEF (his x mark),
BLACK DOG (his x mark),
HARD ROPE (his x mark),
W. H. CONNOR,
Business Committee

Interpreted, fully explained, and signed in our presence.

W. P. ADAIR.
THEO. R. GAY.
DANIEL TISDALL

OSAGE AGENCY, INDIAN TERRITORY,
August 17, 1880.

I hereby certify that I am entirely familiar with the character, origin, and amount of Hiatt & Co's., claim of \$16,759.90 against the Osages, payment of which has been asked by the governor and chiefs of the tribe; that I advised giving the credit, and interpreted largely for the Indians when they traded; that I also interpreted and explained fully the order they have given for the payment.

Osage Agency, I. T., August 17, 1880.

PAUL ARKER,
United States Interpreter.

OSAGE AGENCY, IND. T., August 20, 1880.

Honorable COMMISSIONER OF INDIAN AFFAIRS:

SIR: The governor of the Osages and a number of the chiefs have directed or petitioned the honorable Secretary of the Interior to pay a claim of \$16,759.99 due to Hiatt & Co. from said tribe.

As chief of the Half-Breed Band, and having a better knowledge perhaps of the origin and character of said claim than any other chief, I unite with them in earnestly asking that the claim be promptly paid as requested. The Indians and others were led to believe that the payment of about \$15 per head in January, 1878, would be continued at substantially that sum.

In that belief I advised Hiatt & Co. to give the Osages a credit for half the sum, knowing that it would greatly accommodate the Indians, and believing it would be entirely safe.

But the subsequent payment and later ones, instead of \$15 has been but little over \$3 per head. Their present needs absorbed this small sum at once, so there has been no time at which it was possible to pay a debt made in good faith, and of which they reaped the full benefit. Knowing their ability to pay their debts, and grateful for the accommodation the honor, and self-respect of the Osages is concerned in the quick and full discharge of this debt.

I have the honor to be, your obedient servant,

SAMUEL BEIVNEU,
Head Chief of Half-Breed Band.

Witness:

M. TISDALE.

UNITED STATES INDIAN SERVICE,
Osage Agency, December 23, 1880.

Hon. R. E. TROWBRIDGE,
Indian Commissioner:

DEAR SIR: Some time ago quite a number of the chiefs and other Indians came to the agency, and after counseling a day or two came to the office and asked that the inclosed petition be written, which they signed and wanted forwarded to your office. I have hesitated to forward the same, thinking it of little consequence, believing that your office would not entertain a claim unless it was made clear, but at a sicence request I forward it herewith.

Mr. H. spoke to me once about his claim, but, not knowing any of the particulars, I declined to have anything to do with it, only to acknowledge that a few of the Indians had mentioned to me that they were indebted to him.

Yours, respectfully,

L. J. MILES,
Agent.

To the Hon. SECRETARY OF INTERIOR and Hon. COMMISSIONER OF INDIAN AFFAIRS:

DEAR SIR: We the undersigned, chiefs and head men of the Osage Nation, having heard that a few of our head men have signed a paper authorizing the payment out of our funds of a debt claimed by one of our traders, "Hiatt & Co.," to the amount of over \$16,000. We respectfully ask that before said claim is paid you appoint some

person to thoroughly investigate the same and consult with our people about it, as we are not aware of our people taking but little credit there.

Very respectfully, yours,

TO-WAN-GE-HE (his x mark).
 NE-KAH-KE-PAH-NE (his x mark).
 WILLIAM PENN (his x mark).
 SA-PA-KE-A (his x mark).
 WI-HO-PA-SHIN-KA (his x mark).
 WA-TE-AN-KA (his x mark).

Chiefs.

KI-HE-KAH-WA-TI-AN-KAT (his x mark).
 LITTLE CHIEF (his x mark).
 W. SIS-TAH-WATI-AN-KER (his x mark).
 WI-HO-TAH-WAH-NAH-SHE (his x mark).
 MO-SHON-O-LI-KAH (his x mark).
 WAH-PAH-KEH-AH, or WHITE DOG (his x mark).
 WILD CAT (his x mark).
 HLN-LAH-HUN-KALL (his x mark).
 JO MESHELL (his x mark).
 WOH-NO-PAH-SHE (his x mark).
 CYPRIAN-FAY-RIEN.
 PETER C. BIGHEART,

Captain of Police.

I certify on honor that the foregoing paper was signed in my presence by the persons whose names are affixed, after being fully interpreted by Peter C. Bigheart, captain of police.

L. J. MILES, *Agent.*

The COMMISSIONER OF INDIAN AFFAIRS:

SIR: The undersigned was a member of the firm of Hiatt & Co., doing business with the Osage Indians at the time referred to in the following statement. There was at the same time, 1873, two other firms at the agency, viz: Dunlap & Florer, afterwards Florer & Rankin, and Captain Coy & Co.

The Indians had become indebted to these three concerns for necessary supplies to an amount aggregating from \$16,000 to \$18,000, pretty evenly divided between the three. Finding they could not pay these claims from proceeds of hunt or their small cash annuity, they, in full council and without a dissenting voice, decided to make it a national debt.

To that end they united in a petition, addressed to their agent and the superintendent of Indian affairs, asking the payment of these debts out of their common fund. There was but one petition; it specified the total amount and the amount due the traders respectively. Florer & Rankin and Hiatt & Co.'s claims were paid in full by Superintendent Hoag; owing to some clerical error the claim of Captain Coy & Co. was left out, and paid in part at the next payment, when it was again allowed and agreed to be paid in installments.

Now, this I can say from personal knowledge, the claim of Captain Coy & Co. was on precisely the footing of the others, and of much entitled to full and prompt payment.

Respectfully,

J. M. HIATT.

I have personally and intimately known Col. John M. Hiatt, whose genuine signature is on the other page of this paper, and he is an upright man and a gentleman of undoubted veracity, and I would fully rely on any statement made by him.

SAM. F. MILLER.

The foregoing statement of J. M. Hiatt I know to be true, as I was present aiding Superintendent Hoag to pay the Indians, and heard them in full council discuss these claims and ask the superintendent to pay them, and know that Captain Coy & Co.'s claim would have been paid in full at that time but for a clerical error, which was not discovered until the distribution had been made and payment commenced. I was present at the next payment in the same capacity, when the matter was again brought up in full council and payment asked to be made in installments, the first of which was then made. The justness of the debt was questioned by no one, and I presumed it had been paid long ago.

Respectfully,

JOHN K. RANKIN.

The writer, Mr. John K. Rankin, was for a long time with the Osage Indians, and is a man on whom the Department can depend as one who would fairly state the facts of which he was cognizant.

D. C. HASKELL.
P. B. PLUMB.

In the matter of the claim of Hiatt, Indian trader, v. The Osage Nation.

It has ever been the policy of the Government to assume the relation of guardian to the domesticated Indian tribes of the United States, and to treat them in the correlation of Governmental wards, and it is submitted that the correct solution of the question as to the power of the Government to pay the claimant his claim out of the national fund of the tribe, may be found by the application of the principles of equity governing the relations of guardian and ward in civil life. In regard to the latter, courts of equity will, when the produce and uses of the principal of a ward's estate is insufficient for his support, maintenance, and education, direct so much of the principal of his estate, whether it be personalty or realty, to be applied to such purpose.

Again, the general rule is that minors cannot bind themselves by contract of any kind except for "necessaries." If the estate of a minor be wholly or partially unproductive and insufficient for his support, he may contract for what the law recognizes as "necessary," and the persons furnishing such necessaries will have an equitable claim against his estate for indemnity and which a court of equity will enforce, and in this connection it is suggested that the Indians, by reason of this relation to the Government in the particular indicated, are quasi infants.

If an infant under guardianship have an estate to at yields no income, and a stranger furnishes supplies for his use that are necessary for his support, such person will be subrogated, as it were, to the rights of the guardian, if the guardian with his own proper funds had supplied such necessaries, and to the same extent and with all his remedies for indemnity. In this view of the case it is submitted that the authority of the governor and chiefs of the tribe to act in the matter as they have done to meet the emergency caused by the failure of the game supply of Indians is of no moment, for in the case of an infant in need of necessaries any person of his own motion may furnish such necessaries and hold his estate liable for remuneration.

Respectfully submitted.

W. G. COFFIN,
Attorney for Claimant.

OSAGE INDIAN AGENCY, July —, 1885.

I hereby certify upon honor that I, W. H. Connor, whose name is signed to a petition of the business committee of the Osage Nation asking the Secretary of the Interior to pay the late firm of Hiatt & Co., Indian traders at the Osage Agency, the sum of \$16,759.99, and that said business committee made a most thorough investigation of the books and items of credits given by said firm of Hiatt & Co. to the Osage Indians in a time of emergency, it being just at the time of the failure of the last buffalo hunt on the plains, and without such extension of credit, both on the plains and at the agency, very great suffering must have been the result. We had Mr. Gay, chief clerk of said firm, with the books and accounts, both the personal accounts and the items thereof, and after a long and patient investigation were clearly of the opinion that the account as fixed and settled by us was a just account, and in justice ought to be paid.

In testimony of which I hereunto set my hand.

W. H. CONNOR.

Witness:

CHARLES B. CORNISH,
W. E. MCGUIRE.

Know all men by these presents that I, J. M. Hiatt, surviving partner of the firm of Hiatt & Co., do make, constitute, and appoint William G. Coffin, of Lawrence, Kans., my true and lawful attorney and the true and lawful attorney of said firm for me and in my name, place, and stead, and also for said firm and in its name to collect, prosecute, sue for compromise, settle, and adjust any and all claims that Hiatt & Co. may have against the Osage tribe of Indians as Indian traders, and authorize him in my name or in the name of the firm to do all I might do or could in any way do, whether in the Indian Territory or before Congress or the various Departments in Washington,

D. C., in collecting and taking evidence, instituting suits or finally settling said claims that I might or could do or that could be done in the name of said firm were I personally present.

Witness my hand this 1st day of July, A. D. 1885.

J. M. HIATT.

STATE OF IOWA,
Lee County, ss :

Be it remembered that on this 1st day of July, A. D. 1885, personally appeared before me, Gibson Browne, a notary public in and for said county, J. M. Hiatt, to me personally known to be the identical person whose name is affixed to the foregoing power of attorney, and who acknowledged the same to be his voluntary act and deed for the uses and purposes therein written and expressed.

Witness my hand and seal notarial this July 1, A. D. 1885.

[SEAL.]

GIBSON BROWNE,
Notary Public, Lee County, Iowa.

SENECA, NEWTON COUNTY, MISSOURI,
September 2, 1885.

J. M. HIATT:

DEAR SIR: You ask if I know anything of the books and papers of Hiatt & Co., for some months previous to their being sent to you. I only know this, that when Mr. Gay, who had been your book-keeper for years, left the agency, he gave the books and papers of Hiatt & Co. into the keeping of my husband, Norris Tisdale. This was some time in 1881. They were piled up in our common living-room, accessible to every body; in fact, many persons did come in and overhaul them. Half of them might have been taken away without my knowing it. Before Norris died he went over the papers and burnt a large number that he thought unnecessary to preserve. I have no doubt the accounts you cannot find were among the papers burned, but have no knowledge of the missing books. They, or what was left of them, were boxed up and sent to your address, Keokuk, Iowa.

Very truly, yours,

FANNIE MATHES.

Subscribed and sworn to before me at my office in Seneca, Mo., this 2d day of September, 1885.

J. M. BOYD, Notary Public.

My commission expires November 19, 1888.

KEOKUK, IOWA, September 8, 1885.

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

SIR: I was for a number of years preceding 1880 the acting member of the firm of Hiatt & Co., duly licensed traders for the Osage tribe of Indians at the Osage Agency (Pahuska), Indian Territory.

During the year 1878 I was appealed to by Governor Joe, and nearly if not quite all of the chiefs, councilors, and headmen of the Osage tribe of Indians, to extend to the Osages a credit of from \$8 to \$10 per capita, promising payment out of their next annuity, which was expected to be ample for that purpose. The appeal was supported and the credit approved by Cyrus Beede, United States Indian agent for the Osages at that time, promising to use his official influence to have said firm promptly paid. I did, as acting partner of Hiatt & Co., extend to the Osage Indians credits to the amount of \$16,759.99, keeping a carefully itemized account of all goods sold to each head of a family, part of a family, and individual. Paul Akin, United States interpreter, Governor Joe, Sam Bevenue, chief of the half-breeds, and other chiefs and headmen, were freely and fully consulted with as to who were the proper persons, and the amount they were entitled to of such credit. Every precaution was taken to have the credit fairly distributed to all the members of the tribe; but the next annuity, instead of being \$15 per capita, as expected, was reduced to a little over \$3 per capita, so that the payment of our claim out of that was impossible, and before the annuities were equal to its payment Agent Beede was superseded by an agent who has, for reasons unknown to me, constantly resisted the payment of our claim.

Finding that an appeal would have to be made to the Commissioner of Indian Affairs for its payment, in the summer of 1880 we went before the governor, chief councilors, and head chiefs, constituting the business committee of the tribe, with

our books, containing all the itemized accounts, our chief clerk, Mr. Gay, and Paul Akin, United States interpreter, and after a long and careful examination of all the items composing, the amount of \$16,759.99 was found to be due the firm of Hiatt & Co., as fully appears by the petitions and certificates of the business committee, chiefs, &c., herewith submitted. Since perfecting the accounts, as above stated, the desperate condition of my health and the continued opposition of the agent has delayed the payment of our claim or the proper presentation of it to the Interior Department. I have been anxiously waiting, hoping that my health would improve so that I could give it my personal attention, but now despairing of that I have secured the services of my friend, William G. Coffin, to obtain all the necessary corroborative evidence possible, after so long a delay. I do most solemnly aver that the account is just; the supplies were needed and were furnished the Indians in good faith as charged, and at fair prices, and I trust that no further delay that can be avoided will be suffered in its payment. I will say that, owing to my prostration by sickness, I have never been to the agency since the examination and adjustment of our accounts by the business committee. I was obliged to sell the store without being able to attend to closing up the business there. The books and papers were boxed up and sent to me, but for some reason, through carelessness or something worse, the book containing the itemized account of the extended credit, after the most diligent search, I have been unable to find, or the items would have been furnished. All of which is most respectfully presented.

JNO. M. HIATT.

STATE OF IOWA,
Lee County :

I, J. M. Hiatt, surviving partner of Hiatt & Co., on my oath depose and say that I am acquainted with the foregoing, and that the statements as set forth are true, as I verily believe.

Subscribed and sworn to before me, Harrison Tucker, a notary public in and for Lee County, Iowa, this 8th day of September, A. D. 1885.

[SEAL.]

HARRISON TUCKER,
Notary Public.

SIR: At the time of the action of the Osage Indian Committee, August, 1880, and for several years preceding, I had sole charge of the books of Hiatt & Co., licensed traders at Osage Agency. I was familiar with the accounts that make up their claim from the beginning. The accounts were just and correctly kept, and the goods therein charged were furnished the Indians at fair prices, and were needed.

The credits were given in the belief that at the subsequent and following payments the cash per capita payments would be largely increased, but on the contrary the payments were reduced to a mere nominal sum. The credits were given at the earnest request of leading men of the Osage Nation and with the knowledge and approval of the agent. The list of accounts and addition of the same, making an aggregate of \$16,759.99, were made with the utmost care and are correct.

On my leaving the agency, which I did soon afterwards, I left the books, itemized accounts, papers, &c., in charge of Morris Tisdale. He died, and what became of the books and papers thereafter I have no knowledge.

T. R. GAY.

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

STATE OF CALIFORNIA,
San Diego County, ss.

T. R. Gay, being duly sworn, upon oath says that the foregoing statement is true of his own knowledge.

T. R. GAY.

Subscribed and sworn to before me this 21st day of September, 1885.

[SEAL.]

D. C. REED,
Notary Public.

OSKALOOSA, IOWA, *December 1, 1885.*

I certify on honor that I have examined the statement of J. M. Hiatt, of the late firm of Hiatt & Co., licensed traders at Osage Agency, Indian Territory, and believe the same to be substantially correct. I was United States Indian agent for the Osage Indians from the early part of the year 1876 to about the 20th of July, 1878. During

a great portion of this time the Osages were in a peculiar state of destitution, owing to the failure of Congress to make adequate appropriation for their support, as it had done for the two years next preceding, the item of reduction being \$200,000, and at times these Indians were reduced to hunger and altogether too near nakedness.

At times during my administration, on the earnest and pitiable appeal of almost every leading Indian of the tribe (and in accordance with my own judgment as necessary, based upon actual observation of their destitution), I encouraged the licensed traders to credit them to the extent of furnishing limited amounts of subsistence and clothing to relieve suffering, trusting the promises of the Indians to settle these accounts at times of annuity payments, knowing full well that the tribe had ample funds at the disposal of the Government (whenever the same could be made available) to meet all such liabilities without embarrassment.

The precise amount of credit given I am unable to state at this time without access to data not just now at hand.

That portion of this debt contracted during my administration I believe to be just, and that the same should be paid out of Osage funds in accordance with the expressed wish of the tribe, all as I verily believe.

CYRUS BEEDE.

STATE OF IOWA,
Mahaska County, ss :

Subscribed and affirmed to before me this 3d day of December, 1885,

F. E. SMITH,
Clerk District Court, a Court of Record.

STATE OF CALIFORNIA,
County of San Diego, ss :

In the matter of Hiatt & Co. against the Osage Nation, for goods furnished them.

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

SIR: I recently made a sworn statement with reference to the above matter, but because it is not sufficiently explicit in all particulars, I make this supplemental statement.

In the year 1880 this account, amounting to \$16,759.99, was fully itemized, and when I was present presented to the business committee of the Osage Nation, acting as a council, and composed of Joseph Pawnee no pashe governor, Big Chief, Strike Axe, Black Dog, and W. H. Connor.

They, in my presence, made a careful and thorough examination of it, and pronounced it correct, just, and satisfactory in every particular and item.

At the time they examined and approved this account they were duly authorized to do so, and to act as a business committee for and council of the nation by the Osage tribe of Indians.

T. R. GAY.

STATE OF CALIFORNIA,
County of San Diego, ss :

T. R. Gay, being duly sworn, says that the foregoing statements made and subscribed by him are true.

T. R. GAY.

Personally appeared before me, a notary public within and for the county of San Diego, State of California, T. R. Gay, to me well known to be a credible person, who subscribed and made oath to the foregoing statement before me.

In witness whereof I have hereunto set my hand and affixed my notarial seal this 3d day of December, A. D. 1885.

J. O. W. PAINE,
Notary Public.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 17, 1885.

WILLIAM G. COFFIN, Esq.,
518 Ninth Street N. W., Washington, D. C.:

SIR: In compliance with your verbal request of the 16th inst., I return herewith the four papers filed by you in support of the claim of Jane Captain, widow of Augustus

Captain v. the Osage Indians; also, the nine papers filed in support of claim of J. M. Hiatt, surviving partner of the firm of Hiatt & Co., v. Osage Indians. Also, the affidavit of T. R. Gay, relative to said claim.

Very respectfully,

J. D. C. ATKINS,
Commissioner.

Official copy.

E. S. WOOD,
Chief Finance Division.

WASHINGTON, D. C., April 12, 1886.

To the COMMISSIONER OF INDIAN AFFAIRS:

SIR: The undersigned delegates, representing the Osage Nation of Indians, would respectfully represent that in years past it has been the practice of persons having claims, real or fictitious, against the Osage people or nation to present such claims to the Department or Congress for payment, without the knowledge of the Osages; and sometimes such claims have been so presented after they had been rejected by the Osage Council as spurious.

We would therefore respectfully request and ask that all such claims now before the Department, or that may hereafter be presented to the Department, be first referred to the Osage National Council, through the proper channels, for investigation and allowance or disallowance, as justice and fair dealing may require.

We do this in order to protect the funds of the Osage Nation now held in trust by the United States.

Very respectfully,

BLACK DOG (his x mark),
Principal Chief.

PAUL A. KERR,
PETER C. BIGHEART,
E. M. MATHEWS,
Delegates to Washington, D. C.

[House Report No. 1475, Forty-ninth Congress, first session.]

On a full examination we find the facts in this case to be as follows: The claimants, Hiatt & Co., were duly licensed traders for the Osage tribe of Indians at the Osage Agency (Pahuska), Indian Territory, during the year 1878. The Indians being in very great destitution and suffering both for food and clothing, owing to the failure of Congress to make adequate appropriation for their support, as it had done for the two years next preceding—the reduction being \$200,000—it is a fact well supported by evidence that nearly, if not quite, all the chiefs, councilors, governor, and headmen of the Osage tribe of Indians made a strong and pitiable appeal to said traders, backed up by Cyrus Beede, United States Indian agent for the Osage Indians at the time, to extend to them a credit of from \$3 to \$10 per capita, promising payment out of their next annuity, which was expected to be ample for the purpose; but instead of being \$15 per capita, as expected, it was reduced to little over \$3 per capita, so that the payment out of that was impossible. It is well supported by evidence that said traders were very careful in making such extended credit, having the advice and assistance of some of the chiefs, Governor Joe (a full-blood, though an educated man), and Paul Akin, United States interpreter, and the then Indian agent, Cyrus Beede, so that the goods and supplies might be fairly distributed to all the families and individuals of the tribe. Before the appropriations were adequate to the payment of the amount of the extended credit (\$16,759.99) Cyrus Beede was superseded, and the claimants found that in consequence of a change of agents an appeal would have to be made to the Commissioner of Indian Affairs for its payment, and in the month of August, 1880, a most thorough and searching investigation was made of all the items composing such extended credit before the governor, chief, councilors, and headmen and head chiefs, acting as a business committee, together with Paul Akin, United States interpreter, and Mr. Gay, chief clerk of Hiatt & Co., who was present with the books and itemized accounts, and after a long and careful investigation the amount above stated was found to be due said firm, as fully appears by the petition for its payment out of their funds in the custody of the Government signed by the chiefs and headmen, which petition is as follows:

To the honorable Secretary of the Interior:

The undersigned, the governor, chief councilors, and head chiefs, constituting the business committee of the Osage tribe of Indians, respectfully ask that you pay to

Hiatt & Co. the sum of \$16,759.99 out of the money accruing to us by act of Congress approved June 16, 1880.

The above sum is the correct aggregate of accounts against our people for supplies furnished them, and which they have hitherto been unable to pay.

The accounts are correct, the supplies were needed and had, and as honest men we desire payment to be made as promptly as possible.

To that end we make this requisition upon you, and this shall be our receipt for the same.

JOSEPH PARD NE NO PARHE,
Governor of the Nation.
 STRIKE AX (his x mark), *Chief.*
 BIG CHIEF (his x mark).
 BLACK DOG (his x mark).
 HARD ROPE (his x mark).
 N. H. CONNOR.

Interpreted fully and signed.

Explained in our presence, Osage Agency, Ind. T., August 17, 1880.

W. P. ADAIR.
 THOS. R. GAY.
 DANIEL TERDALL.

I hereby certify that I am entirely familiar with the character, origin, and amount of Hiatt & Co.'s claim of \$16,759.99 against the Osages, payment of which has been asked by the governor and chiefs of the tribe. I advised giving the credit, and interpreted largely for the Indians when they traded; that I also interpreted and explained fully the order they have given for the payment.

Osage Agency, Ind. T., August 17, 1880.

PAUL AKIN.
United States Interpreter.

The evidence of the then agent in support of the claim is as follows:

OSLALOOSA, IOWA, December 1, 1885.

I certify on honor that I have examined the statement of J. M. Hiatt, of the late firm of Hiatt & Co., licensed traders at Osage Agency, Ind. T., and believe the same to be substantially correct.

I was United States Indian agent for the Osage Indians from the early part of the year 1876 to about the 20th of July, 1878. During a great portion of this time the Osages were in a peculiar state of destitution, owing to the failure of Congress to make adequate appropriation for their support, as it had done for the two years next preceding, the item of reduction being \$200,000, and at times these Indians were reduced to hunger and altogether too near nakedness.

At times during my administration, on the earnest and pitiable appeal of almost every leading Indian of the tribe (and in accordance with my own judgment as necessary, based upon actual observation of their destitution), I encouraged the licensed traders to credit them to the extent of furnishing limited amounts of subsistence and clothing to relieve suffering, trusting the promises of the Indians to settle these accounts at times of annuity payments, knowing full well that the tribe had ample funds at the disposal of the Government (whenever the same could be made available) to meet all such liabilities without embarrassment.

The precise amount of credit given I am unable to state at this time without access to data not just now at hand.

That portion of this debt contracted during my administration I believe to be just, and that the same should be paid out of Osage funds, in accordance with the expressed wish of the tribe, all as I verily believe.

CYRUS BEEDE.

STATE OF IOWA,

Mahaska County, ss.:

Subscribed and affirmed to before me this 3d day of December, 1885.

F. E. SMITH,
Clerk District Court, a Court of Record.

OSAGE AGENCY, IND. T.,
 August 20, 1880.

HON. COMMISSIONER OF INDIAN AFFAIRS:

SIR: The governor of the Osages and a number of the chiefs have directed or petitioned the honorable Secretary of the Interior to pay a claim of \$16,759.99, due to Hiatt & Co. from said tribe.

As chief of the half-breed band, and having a better knowledge perhaps of the origin and character of said claim than any other chief, I unite with them in earnestly asking that the claim be promptly paid as requested. The Indians and others were led to believe that the payment of about \$15 per head in January, 1878, would be continued at substantially that sum. In that belief I advised H. & Co. to give the Osages a credit for half the sum, knowing that it would greatly accommodate the Indians, and believing it would be entirely safe; but the subsequent payment and later ones, instead of \$15, have been but little over \$3 per head. Their present needs absorbed this small sum at once, so there has been no time at which it was possible to pay a debt made in good faith, and of which they reaped the full benefit. Knowing their ability to pay their debts, and grateful for the accommodation, the honor and self-respect of the Osages is concerned in the quick and full discharge of the debt.

I have the honor to be, your obedient servant,

SAMUEL BEIVNEW.

Head Chief of Half-Breed Band.

Witness:

J. H. TISDALE.

The claimant is a resident of Keokuk, Iowa, and is a confirmed invalid, and could not appear before your committee, or furnish an itemized statement of his accounts, for reasons stated in the affidavit; but Hon. Samuel F. Miller, of the Supreme Court, assured your committee that he was a man of unquestioned integrity, and would not, in his judgment, press an unjust account.

Your committee are fully convinced that the Indians are indebted to the claimant in a large sum, and that it is their desire to pay the amount due, and as they have more than \$5,000,000 in the Treasury of the United States your committee recommend the passage of the bill with an amendment.

The affidavit of Samuel Beivnew, head chief of the half-breed band, is also reported herewith as evidence of the bona fides of the claim, and the claim having been investigated and found correct by the business committee of the Indians may be accepted as an account stated.

[Senate Report No. 828, Forty-ninth Congress, first session.]

A careful examination of the testimony on file in this case abundantly shows that the report of the Committee on Indian Affairs of the present House of Representatives at the present session on a bill having the same object in view as Senate bill 1942 is sustained by the facts, and is adopted, as follows:

On a full examination we find the facts in this case to be as follows: The claimants, Hiatt & Co., were duly licensed traders for the Osage tribe of Indians at the Osage Agency (Pahuska), Indian Territory, during the year 1878. The Indians being in very great destitution and suffering both for food and clothing, owing to the failure of Congress to make adequate appropriation for their support, as it had done for the two years next preceding—the reduction being \$200,000—it is a fact well supported by evidence that nearly, if not quite, all the chiefs, councilors, governor, and headmen of the Osage tribe of Indians made a strong and pitiable appeal to said traders, backed up by Cyrus Beede, United States Indian agent for the Osage Indians at the time, to extend to them a credit of from \$8 to \$10 per capita, promising payment out of their next annuity, which was expected to be ample for the purpose; but instead of being \$15 per capita, as expected, it was reduced to little over \$3 per capita, so that the payment out of that was impossible. It is well supported by evidence that said traders were very careful in making such extended credit, having the advice and assistance of some of the chiefs, Governor Joe (a full-blood, though an educated man) and Paul Akin, United States interpreter, and the then Indian agent, Cyrus Beede, so that the goods and supplies might be fairly distributed to all the families and individuals of the tribe. Before the appropriations were adequate to the payment of the amount of the extended credit (\$16,759.99) Cyrus Beede was superseded, and the claimants found that in consequence of a change of agents an appeal would have to be made to the Commissioner of Indian Affairs for its payment, and in the month of August, 1880, a most thorough and searching investigation was made of all the items composing such extended credit before the governor, chief, councilors, and headmen and head chiefs, acting as a business committee, together with Paul Akin, United States interpreter, and Mr. Gay, chief clerk of Hiatt & Co., who was present with the books and itemized accounts, and after a long and careful investigation the amount above stated was found to be due said firm, as fully appears by the petition for its payment out of their funds in the custody of the Government signed by the chiefs and headmen, which petition is as follows:

To the honorable Secretary of the Interior :

The undersigned, the governor, chief councilors, and head chiefs, constituting the business committee of the Osage tribe of Indians, respectfully ask that you pay to Hiatt & Co. the sum of \$16,759.99 out of the money accruing to us by act of Congress approved June 16, 1880.

The above sum is the correct aggregate of accounts against our people for supplies furnished them, and which they have hitherto been unable to pay.

The accounts are correct, the supplies were needed and had, and as honest men we desire payment to be made as promptly as possible.

To that end we make this requisition upon you, and this shall be our receipt for the same.

JOSEPH PARD NE NO PARHE,
Governor of the Nation.
STRIKE AX (his x mark), *Chief.*
BIG CHIEF (his x mark).
BLACK DOG (his x mark).
HARD ROPE (his x mark).
N. H. CONNOR.

Interpreted fully and signed.

Explained in our presence, Osage Agency, Ind. T., August 17, 1880.

W. P. ADAIR.
THOS. R. GAY.
DANIEL TERDALL.

I hereby certify that I am entirely familiar with the character, origin, and amount of Hiatt & Co.'s claim of \$16,759.99 against the Osages, payment of which has been asked by the governor and chiefs of the tribe. I advised giving the credit, and interpreted largely for the Indians when they traded; that I also interpreted and explained fully the order they have given for the payment.

Osage Agency, Ind. T., August 17, 1880.

PAUL AKIN,
United States Interpreter.

The evidence of the then agent in support of the claim is as follows :

OSKALOOSA, IOWA, December 1, 1885.

I certify on honor that I have examined the statement of J. M. Hiatt, of the late firm of Hiatt & Co., licensed traders at Osage Agency, Ind. T., and believe the same to be substantially correct.

I was United States Indian agent for the Osage Indians from the early part of the year 1876 to about the 2nd of July, 1878. During a great portion of this time the Osages were in a peculiar state of destitution, owing to the failure of Congress to make adequate appropriation for their support, as it had done for the two years next preceding, the item of reduction being \$200,000, and at times these Indians were reduced to hunger and altogether too near nakedness.

At times during my administration, on the *earnest* and *pitiable* appeal of almost every leading Indian of the tribe (and in accordance with my own judgment as necessary, based upon actual observation of their destitution), I encouraged the licensed traders to credit them to the extent of furnishing limited amounts of subsistence and clothing to relieve suffering, trusting the promises of the Indians to settle these accounts at times of annuity payments, knowing full well that the tribe had ample funds at the disposal of the Government (whenever the same could be made available) to meet all such liabilities without embarrassment.

The precise amount of credit given I am unable to state at this time without access to data not just now at hand.

That portion of this debt contracted during my administration I believe to be just, and that the same should be paid out of Osage funds, in accordance with the expressed wish of the tribe, all as I verily believe.

CYRUS BEEDE.

STATE OF IOWA,
Mahaska County, ss :

Subscribed and affirmed before me this 3d day of December, 1885.

F. E. SMITH,
Clerk District Court, a Court of Record.

OSAGE AGENCY, IND. TER.,
August 20, 1880.

HON. COMMISSIONER OF INDIAN AFFAIRS:

SIR: The governor of the Osages and a number of the chiefs have directed or petitioned the honorable Secretary of the Interior to pay a claim of \$16,759.99, due to Hiatt & Co. from said tribe.

As chief of the half-breed band, and having a better knowledge, perhaps, of the origin and character of said claim than any other chief, I unite with them in earnestly asking that the claim be promptly paid, as requested. The Indians and others were led to believe that the payment of about \$15 per head in January, 1878, would be continued at substantially that sum. In that belief I advised H. & Co. to give the Osages a credit for half the sum, knowing that it would greatly accommodate the Indians, and believing it would be entirely safe; but the consequent payment and later ones, instead of \$15, have been but little over \$3 per head. Their present needs absorbed this small sum at once, so there has been no time at which it was possible to pay a debt made in good faith, and of which they reaped the full benefit. Knowing their ability to pay their debts, and grateful for the accommodation, the honor and self-respect of the Osages is concerned in the quick and full discharge of the debt.

I have the honor to be your obedient servant,

SAMUEL BEIVNEW,
Head Chief of Half-Breed Band.

Witness:

J. H. TISDALE.

It seems to the committee that, in view of all the circumstances, Hiatt & Co. were justified in granting credit, as set forth in the bill to the Indians; that the account against the Indians was fairly stated, and was an honest account. In addition to the examination thereof hereinbefore set out, Mr. J. M. Hiatt's sworn statement on file shows its correctness (marked Exhibit A), as well as the affidavit of T. R. Gay, September 21, 1885 (marked Exhibit B), and by supplemental affidavit of December 3, 1885, (marked Exhibit C), and the affidavit of Fannie Mathes, September 2, 1885, (marked Exhibit D). Mr. Gay was bookkeeper of Hiatt & Co., and testifies that the account is just and correctly kept, and that every item was gone through by the committee which examined the account with the original book of accounts before them and was assented to. Mr. Hiatt shows why he was unable to produce the original book of accounts, and he is fortified by the affidavit of Mrs. Mathes. Mr. Hiatt's character for truth and veracity is fully established by Mr. Justice Miller, of the Supreme Court of the United States, and by Senator Wilson, of Iowa.

It will be observed that there is no dispute of the account by the Indians; on the contrary, they assert that it is just, and they desire it paid out of their funds.

In view of the whole case the committee recommends the passage of the bill, amended as reported.

[PRIVATE.—No. 633.]

AN ACT for the relief of J. M. Hiatt, only surviving partner of Hiatt & Co.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay to J. M. Hiatt, only surviving partner of Hiatt & Company, late traders for the Osage tribe of Indians, out of any money in the Treasury accruing to the Osage tribe of Indians by act of Congress approved June sixteen, one thousand eight hundred and eighty, the sum of sixteen thousand seven hundred and fifty-nine dollars and ninety-nine cents, or so much thereof as may be found actually due the claimant after an investigation of the fact by the Secretary of the Interior, which sum shall be in full satisfaction of the claim of the said Hiatt & Company against the Osage tribe of Indians for goods sold them on an extended credit.

Approved, July 14, 1886.

DEPARTMENT OF THE INTERIOR,
Washington, August 18, 1886.

Mr. W. G. COFFIN,
Washington, D. C.:

DEAR SIR: Referring to the oral request made to me by Judge Miller, Senator Wilson, yourself, and others, that I should give the case of J. M. Hiatt, surviving

partner of Hiatt & Co., immediate examination and decision, I have the honor to state that I have made already a preliminary investigation of the facts. This investigation shows that said claim has never yet been presented to or considered by the Indian Office, nor was the bill for the relief of Hiatt referred to for report or information to the Department, as is usually done with bills of a similar character. It would seem proper, therefore, that what was neglected to be done before the bill became a law should be done now, and this was doubtless the intent of the qualifying clause of the act.

Perhaps it is proper for me to state to you some of the objections which, in the investigation so far as I have made it, have been presented to the claim in question. The first is that it is against individuals of the tribe and not the tribe as a whole, and therefore cannot be properly paid out of the tribal fund. The question has also been raised whether the governor, chief councilors, and head chiefs, whose names are signed to the petition for the payment of the claim, were empowered to make requisitions upon the tribal fund, or to act for the tribe in the premises. These are questions which properly pertain to the Indian Office. In the report of the Senate committee recommending the passage of the bill it is stated that, "There is no dispute of the account by the Indians; on the contrary, they assert that it is just, and they desire it paid out of their fund." This statement no doubt influenced the action of the committee, and of Congress; but it appears to have been a mistake, as it is found that under date of December 30, 1880, the United States Indian agent for the Osages submitted to the Indian Office a communication signed by seventeen of the chiefs and headmen of the Osage Nation, in which they state that, "Having heard that a few of our headmen have signed a paper authorizing the payment out of our fund of a debt claimed by one of the traders (Hiatt & Co.) to the amount of over \$16,000, we respectfully ask that before said claim is paid you appoint some person to thoroughly investigate the same and consult with our people about it, as we are not aware of our people taking but little credit there."

It may be that, notwithstanding these facts, the equitable rights of Mr. Hiatt to the amount mentioned in the bill can be made to appear clear; but in view of these facts and circumstances I have concluded that it is advisable to direct an investigation of the claim to be made by the Indian Office without unnecessary delay, and have referred the same to that office. I advise you to lay before them such a reply to the above suggested objections as you may deem fit and proper.

Yours, respectfully,

L. Q. C. LAMAR,
Secretary.

WASHINGTON, D. C., August 18, 1886.

HON. L. Q. C. LAMAR,
Secretary of the Interior:

DEAR SIR: Referring to your communication of to-day as to objections in the way of the payment of the claim of J. M. Hiatt, I would most respectfully give all the information in my possession in reply to the same.

Your first objection, "This investigation shows that said claim has never yet been presented to or considered by the Indian office." I did present the claim, with all the papers and evidence now on file in the case, to the Commissioner of Indian Affairs. After some time had elapsed they were returned to me indorsed, "Barred by the statute of limitations" (or words to that effect), either on the back of the papers or on the back of the envelope containing them. I was informed verbally that the statute of limitations would be no obstruction to the consideration of the claim by Congress, and I suppose the papers being so indorsed was why the Indian Committees of the Senate and House of Representatives did not refer the bill to the Indian Office for information.

The next objection is, "The claim is against individuals of the tribe and not the tribe as a whole, and therefore cannot be properly paid out of the tribal fund." I beg leave to suggest that the credit was asked for by the governor, chiefs and headmen for the entire Osage people, and not for any band, section, or part of them.

The United States Indian agent for the Osages at that time, Cyrus Beede, asked for, approved, and indorsed the extended credit for all, not a part. The evidence clearly proves that great care was taken by Hiatt & Co., in the sale of the goods, by the employment of the United States interpreter, Paul Akin, an educated Indian, and chiefs and headmen, notably Governor Joe (to whom Hiatt gave a note for \$200 for services in the store during the sale of the goods), so that every individual member of all the tribe should receive their fair proportion. From the evidence on this point it is difficult to see how any claim clearly in equity and justice could be more national; it was so regarded by the governor of the Osages and Samuel Bevenew, head chief of the half-breeds, both educated and intelligent men, and all the principal chiefs and head men of the

tribe in office and authority at the time. As to their power to make payment, &c., it seems from the evidence they were the only parties acting at the time for the Osage tribe of Indians, and they did act efficiently in making the debt, and by the advice and approval of United States Indian Agent Beede, and I apprehend if Agent Beede had remained in office the claim would long since have been paid to the satisfaction of all parties. The difficulty, as I understand it, grew out of the hostility of his successor, he being averse to the payment of the claim.

As to the report of December 30, 1880, submitted to the Indian Office, gotten up, as I understand, by the agent and competing Indian traders, who considered their interests adverse to its payment; but even they don't make their seventeen chiefs signing their communication deny the existence of a debt; the worst they make them say is, quoting the secretary's communication of yesterday, "As we are not aware of our people taking but little credit there." It is not at all strange, when the extended credit was not contemplated to be more than one-half of the expected annuity of \$15 per capita, and probably did not much exceed that amount, when we consider that the last buffalo hunt had proved a failure, and they had to look to other sources for next \$7, \$8, or even \$10 per capita for clothing, breadstuff, groceries, meat and all they would very naturally consider "they were taking but little credit there." Being very poorly able to write at all, I must submit this, imperfect as it is.

I am, truly yours,

W. G. COFFIN,
Attorney in fact for J. M. Hiatt.

KEOKUK, August 21, 1886.

W. G. COFFIN:

DEAR FRIEND: My husband is too completely prostrated and too feeble to write, so he makes use of my hand.

E. T. H.

A notary will come up to-morrow to take my affidavit; but what can I say not already said under oath? The origin and character of the claim has been given.

The business committee asked for credit on behalf of the tribe.

True, the debt was expected to be paid out of their annuity, but failing in that they pledged themselves, as the proper representatives of the tribe, to see the debt paid. The committee, composed of the ablest and best men, were fully empowered to act in all business matters. Of this fact Mr. Beede would be conclusive evidence. This same committee made the settlement with me and the requisition for payment. In the examinations of the accounts, preparation of papers, &c., they were assisted by their attorney, W. P. Adair, a lawyer of character and ability. There was nothing clandestine in the matter. They reported in a body to the agent what they had done. Members of the tribe were informed. All knew it. There was not a word of dissent or disapproval, although many of the Indians were bitter towards me because I had refused to give them further credits.

The paper filed by Miles was inspired by personal hostility. The parties had entire control of the Indians, one by virtue of his authority, another the only trader at the time supplying goods on credit. They had the leverage to procure any number of signatures to anything they wished. They used it cunningly. When preparing to give credit to the Indians Governor Joe, Big Chief, and Sam (?) Bevenne, gave us the names, number in family, &c., of the tribe; but it was not for this service that I agreed to pay him the \$200, but it was money he had paid on account that he thought should be returned. I explained this in a former letter to you.

I can only say, in conclusion, that I think the papers we have there on file give a clear history of the whole transaction, and I know they contain nothing but the simple verity. For the sake of others it would be a great comfort to me to have this matter settled soon. Whatever may be the result you have my earnest gratitude for your untiring and zealous efforts to bring it about.

By the way, Dr. J. A. McCoy, of Lynchburg, Va., might give some valuable testimony in reference to Miles & Flora's business partnership and their unscrupulous hostility to me.

Always your friend,

J. M. HIATT.
By E. T. HIATT.

KEOKUK, IOWA, August 23, 1886.

Col. WM. G. COFFIN,
Washington, D. C.:

DEAR SIR: I think the points to which you call my attention in the case of Hiatt & Co.'s claim are covered by statements under oath already made.

Lest they should not be, I will now state the goods and provisions were furnished the Osages individually with the hope and expectation that they could pay out of succeeding annuities.

They were so furnished upon the solicitation of the business committee and their guarantee of payment, which was done with the knowledge and approval of the agent.

The distribution was made per capita as fairly as possible, and their governor and other members of the committee superintended the transactions, giving us the names, number in family of the Indians, &c. The committee was made up of the ablest and best of the tribe, and was empowered to transact all business of the tribe.

They were paid a salary out of the common fund, and devoted themselves to the duties of their position. It is unnecessary to recapitulate the causes that led necessarily to making this claim a national debt. Settlement was made with this same committee. They devoted a week or more to the examination of accounts, assisted by their attorney, William P. Adair, and the result of this labor is on record. It was not done in privacy or any clandestine way; all who came around knew what they were doing.

There was not a word of dissent or disapprobation from any member of the tribe, and the committee went in a body to the agent to report what they had done.

Very respectfully yours,

J. M. HIATT.

STATE OF IOWA,
Lee County, ss:

I, J. M. Hiatt, being first duly sworn on oath, say I have heard read and know the contents of the letter signed by me directed to Col. William G. Coffin, in reference to claim for goods and provisions furnished the Osage Indians, and the statements in said letter are true, as I verily believe.

J. M. HIATT.

Subscribed and sworn to before me by J. M. Hiatt this 23d day of August, A. D. 1886. Witness my hand and seal notarial, day and date above written.

[SEAL.]

JAMES M. REID.
Notary Public.

WASHINGTON, D. C., August 23, 1886.

Hon. L. Q. C. LAMAR,
Secretary of the Interior:

DEAR SIR: Learning from the financial clerk of the Indian Office, who has charge of the case of J. M. Hiatt, that it is his determination to urge and insist upon sending a special agent to the Osage Indian Agency to investigate the Hiatt claim. I beg leave to suggest if that course is pursued very great injustice must inevitably result, for the following reasons: Hiatt and his clerks have long been away; the United States Indian agent for a number of years since the origin of the claim has been hostile to the payment of it; the competing traders, who, owing to financial troubles at the time extended credit was given, were not in condition to and did not participate in it, and with the agent bitterly opposed to the payment, and have to a large extent created opposition to its payment on the part of those who availed themselves of the benefits of the credit. I would most respectfully submit that the evidence now on file in the case, upon which Congress acted, is the best that can be produced, and is the only reliable, unbiased, and unprejudiced testimony that can be had.

For the reason that it is the evidence of the governor, chiefs, headmen, and councilors of the Osage Nation, at the time knowing well the emergency that induced them to ask for and secure the extended credit, and the evidence of United States Indian Agent Beede, representing the Indian Office, at the time being on the ground, knew better than any one could now, or at any time since, the necessity for the extended credit which he authorized and indorsed. The governor, headmen, chiefs, and the United States interpreter, that aided the traders in the fair distribution of the credit to all the Osage people, knew better than any other could probably know of the fairness of the transaction and justice of the claim. Now, as the governor, the same chiefs, headmen, councilors, and the United States interpreter, made a thorough examination of the itemized accounts, passed upon, approved of, and fixed the amounts due, and petitioned the Secretary of the Interior for its payment out of their funds (now ample for that purpose) without in the remotest degree embarrassing them.

All of this testimony is now before or in the possession of the Department of the Interior, in due form.

And the governor, most of the chiefs, and headmen and councilors then in office, and acting officially for the nation are now dead. I respectfully submit that no evidence attainable at this late day can approach it in reliability, and the sending a special agent can only result in delay and confusion. And I respectfully submit that any delay to one in Hiatt's pitiable condition is a very great hardship; he has already waited long, and suffered intensely for his money, and without interest, while the Indians' money has been drawing interest.

All of which is most respectfully submitted by your obedient servant,
W. G. COFFIN.

WASHINGTON, D. C., August 23, 1886.

Hon. L. Q. C. LAMAR,
Secretary of the Interior:

DEAR SIR: Learning from the financial clerk in the Indian Office that it is his determination to urge and insist upon sending a special agent to the Osage Indian Agency to investigate the Hiatt claim, I beg leave to suggest if that course is pursued very great injustice must inevitably result, for the following reasons: Hiatt and his clerks have long been away; the agent for a number of years since the origin of the claim has been hostile to its payment; the competing traders who, owing to financial troubles at the time the extended credit was given, were not in condition to and did not participate in it, and have with the agent bitterly opposed the payment, and have to a very large extent created opposition to its payment on the part of those who availed themselves of the benefits of the credit. I would most respectfully submit that the evidence now on file in the case, upon which Congress acted, is the best that can be produced, and the only reliable, unbiased, and unprejudiced testimony that can be had, for the reason it is the evidence of the governor, chief, headmen, and councilors of the Osage Nation at the time, knowing well at the time the emergency that induced them to ask for and secure the extended credit, and the evidence of Agent Beede, representing the Indian Office at the time, being on the ground, knew better than any one could now or any time since the necessity for the extended credit which he authorized and indorsed. The governor, headmen, and United States interpreter, who aided the traders in the fair distribution of the credit to all the Osage people, knew better than others could probably know of the fairness of the transaction and justice of the claim.

The same chiefs, headmen, councilor, governor, United States interpreter made a thorough examination of the itemized accounts, passed upon, approved of, and fixed the amount due, and petitioned the Secretary of the Interior for its payment, out of their funds, now ample for that purpose, without in the remotest degree embarrassing them.

All this testimony is now before the Department of the Interior (with much other corroborating testimony) and as Governor Joe, most of the chiefs and head chiefs, including Samuel Bevinew, head chief of the half-breeds, are now dead, I submit that no evidence at this late day attainable can approach it in reliability, and the sending of a special agent can only result in delay and confusion.

And I respectfully submit that delay to one in Hiatt's pitiable condition is a very great hardship; he has already waited long, suffered intensely for his money, and without interest, while the Indians' money has been drawing interest.

All of which is respectfully submitted by your obedient servant,
W. G. COFFIN,
Attorney for J. M. Hiatt.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 30, 1886.

THE SECRETARY OF THE INTERIOR:

SIR: I have the honor to be in receipt, by reference from the Department of the 21st instant, for report, of the papers in the claim of Hiatt & Co., late traders at the Osage Agency, being for the sum of \$16,759.99, alleged to be due to said firm from the Osage tribe of Indians, for goods sold to said Indians on an extended credit in 1878, and for the payment of which private act No. 633 was passed by the Congress at its last session, approved by the President July 14, 1876.

In reply, I have to state that this office has but little knowledge of the merits of this claim. In December, 1880, the United States Indian agent for said tribe filed in this office a paper, signed by fifteen chiefs of the tribe, protesting against the payment of the Hiatt claim until the same had been examined by a competent party, to

be appointed by the Department for that purpose. This appears to be the first intimation that a claim of this character existed.

On the 9th day of December, 1885, Mr. W. G. Coffin, attorney, filed the papers in the Hiatt claim in this office, and by letter dated the 17th day of December, 1885, the said papers were returned to him as per his verbal request (copy herewith).

It appears from an examination of the papers that the indebtedness was incurred in the year 1878, and principally on account of inadequate appropriations.

It is found upon an examination of the statutes that the following appropriations were made for the Osages from 1875 to 1879, inclusive, viz:

In fiscal year—	
1875	\$218,456 00
1876	257,233 18
1877	107,031 53
1878	161,836 00
1879	85,983 27

I inclose a paper filed by ex-Agent Beede, February 9, 1878, purporting to be an official copy of proceedings of Osage Indians in council assembled the second day of June, 1876, which sets forth the fact that at a meeting of the chiefs, councilors, and headmen of the Osage tribe, Joseph Pawneeupashe was duly elected governor, and Chetopa chief councilor for said tribe, to hold their respective offices for two years from the second day of June, 1876, unless sooner removed for cause by the chiefs and headmen of the nation or by the United States Indian agent for the tribe.

It was also agreed by the council that the governor and chief councilor elect shall with the approval of the agent, appoint five leading men of the tribe to be associated with themselves, constituting the business committee of the tribe for the transaction of its business with the agent, and the committee thus elected and appointed are authorized to receipt for supplies and annuities issued by the agent and the Government of whatever kind, to examine and act on behalf of the tribe in all matters of claims against the tribe, individual bands, or members thereof.

It appears from the above that the Osage tribe in 1876 delegated authority to its business committee to examine and act in behalf of the tribe in all matters of claims against the tribe, individual bands, or members thereof, and no doubt the same action was taken at the expiration of every succeeding two years, or on or about June 2, 1878, and June 2, 1880, as Joseph Pard-ne-no-pashe and five others, signed as the business committee on the paper addressed to the Secretary of the Interior, dated August 17, 1880, found in Senate Report No. 828 herewith, in which they request the payment of the aforesaid claim.

In this connection I inclose a communication from Black Dog, principal chief of the Osages, and three others, dated April 12, 1886, in which they request that all claims now before the Department, or that may hereafter be presented to the Department, against the Osage tribe, be first referred to the Osage national council, through the proper channels, for investigation, and allowance or disallowance, as justice and fair dealing may require. This chief, Black Dog, signed the paper, dated August 17, 1880, above referred to.

I also inclose a report made to this office by E. C. Watkins, inspector, dated February 5, 1878, in which he recommends that no more rations or food supplies be issued to the Osages, and that the leading men of the tribe had requested him to make the recommendation.

There is no evidence in this office tending to show that the Osages were suffering for food in 1878.

The papers in the case are respectfully returned.

Very respectfully,

A. B. UPSHAW,
Acting Commissioner.