
IN THE SENATE OF THE UNITED STATES.

JANUARY 21, 1896.—Referred to the Committee on Indian Affairs and ordered to be printed.

Mr. ALLEN presented the following

TRANSCRIPT OF THE PROCEEDINGS HAD BEFORE SENATORS WILLIAM V. ALLEN AND JOHN M. THURSTON AND CONGRESSMEN GEORGE D. MEIKLEJOHN, W. E. ANDREWS, AND JESSE B. STRODE, MEMBERS OF THE NEBRASKA DELEGATION IN THE FIFTY-FOURTH CONGRESS OF THE UNITED STATES, SITTING AS A BODY AT THE OMAHA AND WINNEBAGO RESERVATIONS AND AT PENDER, THURSTON COUNTY, NEBR., ON THE 24TH AND 25TH DAYS OF JULY, A. D. 1895, FOR THE PURPOSE OF INQUIRING INTO THE CONDITION OF AFFAIRS ON SAID RESERVATIONS.

AT THE OMAHA AGENCY.

Be it remembered that at the Omaha Agency, in Thurston County, Nebr., on the 24th day of July, 1895, there being present all of the members of the Nebraska Congressional delegation above named, together with a large number of Omaha Indians and many white citizens of said county, the following proceedings were had:

Senator ALLEN (speaking to the Indians through an interpreter). When I was here a month ago to talk with the Omaha Indians I said to you that I would visit you again during the summer and talk with you more fully with reference to your lands. Your trouble at that time seemed to be with reference to allotments, the majority of those present at that meeting being anxious for a speedy allotment of all the Omaha lands. This gentleman who sits at my right hand is my colleague of the Senate, Senator Thurston. This other gentleman who sits at my left and these other gentlemen who sit at my right are my colleagues of the House of Representatives. This delegation composes a majority of the Members of Congress from this State. We are here for the purpose of hearing you to-day as briefly as possible, and as soon as we get through we must proceed to the Winnebago Agency, where we expect to hear more complicated difficulties than you possess. We are now ready to hear you through Judge Chase as interpreter.

It is now suggested that one of the Omahas in favor of allotment speak first, to be followed and answered by an Omaha opposed to allotment.

HENRY FONTENELLE.

SENATORS and REPRESENTATIVES: I have the honor to express a few words in behalf of the Omahas. Two years ago or more the Omahas, in the blacksmith shop there, in council, leased to Mr. Farley a pasture

that he had had for five or six years before that, and as the lease for the pasture had ended he wanted it one year longer, or five years longer, I believe, if I am not mistaken. The Omahas did not want to lease it for that term, as they were getting but a small revenue from that pasture. They wanted the lands allotted to them, so they could get more benefits and derive more from those lands that are unallotted. In verbal agreement at that time the Omahas decided and determined to let him have it for but one year. The decision of the council at that time was reported to the agent, Robert Ashley, and I paid no more attention. About two weeks after that I heard that Farley had the pasture for five years instead of one. I made some inquiries among the Omahas. They said that they did not lease it for five years, but I understood afterwards that he had leased it for one year with the understanding that he was to have it for five years or until the allotment was made. Now, gentlemen, the Omahas had decided at the time—

Q. (By Senator ALLEN.) What number of acres does that embrace?—A. Somewhere between 24,000 and 25,000 acres; a whole township.

Q. What is the rental?—A. Twenty-five cents an acre. They were getting so little, so small a revenue from that, they thought if the lands were allotted to them and each individual have his allotment, that individual could act in person and lease it for from 50 cents to \$2 an acre, according to the lay of the land or how much it was improved. They, that same winter I believe, delegated two of their men, White Horse and Sin da ha ha, to go to Washington to ask for the allotment of their lands. They went there and asked for it, I believe. I know that a law was passed in Congress that winter authorizing the Secretary of the Interior to allot the lands to them. That law was passed, and, I believe, is in force now. Now, in this lease that was made, out of twelve councilmen but five signed it. Still it was approved by the Commissioner of Indian Affairs, I believe. I went up once in a while to Captain Beck's office and spoke to him about it. He read a copy of that lease and with much vehemence, of course, he said that that was a fraud upon the Omahas, an imposition, and it should be set aside, and as soon as Mr. Farley paid in \$2,000 he owed the Omahas he would urge the allotment.

I went up there again; I do not remember how long afterwards, about a month, I guess. Mr. Farley had been there and paid his \$2,000. I asked the captain how about the allotment. "I don't know anything about it, sir; know nothing about it. Mr. Farley came here and paid his \$2,000 to me, and came up to my house and stayed all night." Mr. Farley this and Mr. Farley that. I see right off that he had turned his back on the Omahas, and I see it was no use talking to him about allotment and said no more about it. Well, now, ever since that time, ever since this law passed Congress authorizing the Secretary of the Interior, the Omahas have been clamoring for the allotment, and I have—well, I know of two or three petitions signed by the Omahas and sent to the Commissioner or Secretary of the Interior, but we get no answer nor no satisfaction. These unallotted lands have been a source of controversy every spring for the last five or six years; have been a source of quarrels among themselves, and bad feeling, and we want these lands allotted, so that each individual will own his land and lease it to whom he pleases and get his 50 cents, \$1, or \$2, whatever he can get for his land. Then this controversy will all be done away with.

Q. (By Senator ALLEN.) What would you do with reference to lands belonging to minors?—A. Well, they are mostly minors that will get these lands.

Q. What safeguard would you provide for them if the lands were allotted?—A. Well, that will have to be left, probably, to the Senators and Members of Congress of the country. I can not think of any safeguard just now that I in particular would think would be appropriate, but they may some of them, of course. There are a good many of them going to speak, and some of them may think of safeguards that they may want to tell you of.

Q. (By Senator THURSTON.) Have the Omahas any objection, if the lands are allotted to them, to the present requirement that the Secretary of the Interior must approve their leases?—A. No, sir; they have not any, I don't believe. To be sure the Indians many of them are ignorant, uneducated, unacquainted with the laws, and need some protection. As far as the Government of the United States having trust in these lands, I think that as far as that is concerned that is all right enough, although a great many of them—or not a great many, but some of the Omahas—are educated and capable of caring for their own property, and as far as they are concerned of course I do not know as there is any objection to that by them. As far as I am concerned I have no objection to the leasing of the lands by the Indians.

Q. I suppose there would certainly be no objection to some such security in the case of minors?—A. No, I think not. Now, there is a conflict of authority between the State authorities—the State laws and the Government laws. It is claimed—I haven't the laws with me, or I don't know whether anybody has them here or not, regarding the allotment of these lands and the laws governing them. I have read the laws, but I have forgotten them, of course. These lands, after they were allotted to the Indians, were to fall to the heirs according to the laws of the State. Now, another thing, the Omahas when they were declared citizens of the United States, with all the rights, privileges, and immunities as citizens of the United States, after the lands were being allotted to them, the agent at the Winnebago Agency was instructed to give over to the Omahas all the property that was in the hands of the agent excepting the schoolhouse here and everything pertaining to the school. And it was so. All the buildings, employes' houses, the agent's house, horses, cattle, chattles of all kinds were turned over to the Indians, and they divided it up among themselves and it was told them that they were fully-fledged citizens of the United States, and that they had no agent; that the agent of the Winnebagoes would oversee the schoolhouse and probably make their demands or some business between them and the Government.

The Omahas supposed all the time that they had no agent; that they were free citizens of the United States, and were amenable to the laws of the State and county just the same as any citizen of the State or county. Now, I was going to say there seems to be a conflict between the laws of the State and the laws of the General Government, wherein a person dying or leaving his lands to his children, whether he is an officer or not, the probate by the courts of the county and State seems to be in conflict with the agent here. Now, there is a law which the Omahas want. They want a law enacted that will save all this trouble. At times I have heard of Indians that went to the probate court at the county seat and asked about it, and at the same time the agent would assume authority and take it out of his hands. That is one matter we would like to have settled. And as to the laws governing the leases, I can't say anything just now that I can think of. To be sure, many of these people are ignorant; can't read nor write, nor understand the English language; ignorant of the laws, and don't know these things.

They will have to be governed by someone whom they depend upon to tell them these things.

Q. (By Senator ALLEN.) Mr. Fontenelle, don't you think that it is entirely proper that the Government should have some supervision over the leasing of the lands, so as to protect them from the greed of those who would want to get the lands at an inadequate price?—A. Yes sir, I do.

Q. What better remedy can you suggest, then, than that it be done through the agent?—A. I can't think of any just now.

Q. Or under the control of the Interior Department?—A. I can't just now suggest any. Now, a good many of them—not to defame Captain Beck or any other person, although I have heard from Captain Beck that he has defamed me all he could and run me down to them just all he could to the Omahas when they come to his office. Now he has no reason for it. I went to his office one morning to talk upon some business. He came at me in a manner like a bear—I might just as well say a sore-headed bear—just because I worked against Tom Sloan coming in among the Omahas as a member of the tribe, wanting to be adopted. This Mr. Tom Sloan don't know what tribe he belongs to; don't know whether he is an Omaha or what he is.

Now, Mr. Captain Beck had no occasion to treat me that way and I thought it was rather ungentlemanly. And at the same time he went bristling up about Mr. Silas Wood, interfering with his business, which I had nothing to do with. Now, such things are odious and unbecoming a gentleman, and I suppose also an army officer, or an educated man and a gentleman that would talk like a gentleman; but I find him at times very different. At me especially he is personal in his remarks. And in behalf of the Omahas, sirs, I would ask you Senators and all Members of Congress of these United States that from now on no more army officers come here, but that civil civilians be appointed agents. I may talk a little more, but here are a good many others that want to talk, and if I have occasion I will get up and say more.

SILAS WOOD.

What I believe is right of the Omahas I wish to express to this delegation, that they make legislation in that manner for that purpose. Mr. Fontenelle spoke about the Farley lease. I was the interpreter who had the paper, who knew about the signing of the paper—the lease. At my house the Omahas leased the lands to Ed. Farley for one year. Four or five or six days afterwards the Omahas had another meeting, at which meeting they leased this land to Ed. Farley for five years. There was a provision in it—the Omahas talked about that there should be—the lease should come to an end if the allotment was made within the five years. That's all I have to say about the lease. I am going to speak now upon the allotment. I believe that I know the wants of the Omahas, what they want. I was at Pender some two years ago. Prairie Chicken, White Horse, and Thomas McCauley were all there. They were sitting there together in the town some place, and they talked over this allotment business, and White Horse communicated that there were many of the Omahas desiring allotments. They went into Mr. Peebles's office and requested him to draw up a petition to have the Omahas sign asking for the allotment. I brought the paper home. They had the paper here. I brought the paper here and Lou Hamilton took the paper to get signers. I have the paper yet at home.

It seemed that at the time the Omahas desired the allotment. The Omahas seemed to want the allotment. And afterwards we got

together at a lodge north of here, and they selected two of their members, two of the Omahas. The two were to be the delegation to go to Washington and see what they could do. And they had no funds, and they got together and came up on the plan of getting money from Peebles for the expenses—traveling expenses. Afterwards I learned that the allotment bill had passed Congress, and I have a copy of it. I had no interest in having the allotment bill passed, whereby I could be benefited by it or my children, because I had no children at that time, but I was in favor of the allotment.

Mr. PEEBLES. Silas, I want you to explain fully that the Omahas requested me to act for them, and that I loaned them the money for the payment of expenses, without payment of interest, until the 1st of October.

SILAS WOOD. That is what I am going to explain. We got together and decided upon getting money from Mr. Peebles, and also having him go along with the delegation to Washington. The Omahas also in that meeting signed a paper which was signed by about forty and delegating authority to Mr. Peebles and these two men to go there and do what they could for them at Washington. At that time I was heartily in favor of the allotment, but to-day I do not know what course to take. The wise man will change his mind, and that is what I am going to do. I am going to change my mind. And I will explain the whole thing, what I will change it for. That is what I mean. I desire this delegation, so far as the allotment is concerned, I wish they would do nothing toward the allotment of these lands—the Omaha lands. The Omahas are a people who know nothing of retaining property, know nothing about taking care of the property. I am glad of the situation with respect to the allotted lands, glad of the protection that has been thrown around them by legislation in regard to leasing. But for that we would have been in bad shape here. The white people would have come in here and we would have been at their mercy. They would have crushed our people here. They wish that we had our fee simple title so that they could take the lands away from us. They care nothing for us, but when they see our lands they desire them, that is what they are after.

These people who want the allotment never think to provide for their posterity. They want to finish up this unallotted land at once, and never think of the coming generation. One of these old men spoke here a few minutes ago (Fontenelle). He is getting old. That is the reason. He has children and grandchildren who will come after him, and he never thinks of them. He wants to close up. He said if they would procure legislation by which this unallotted land could be utilized by the Omahas, and so that they would derive a revenue from it, it would be equivalent to an allotment. Now, in regard to this allotment. One night I slept, and in my sleep the Great Spirit came to me and spoke in my ear, saying: "Silas, disturb not the land. There is a snake hidden there. Beware of its bite." What is that snake? I believe it to be the white man. Why are all the white men coming among us? They want our land. They are anxious for us to get our deed for our land. And hereafter, if we get our deed for our land, they will say: "Here is an Indian; let us get him drunk." And they will give him a jug of whisky and get him drunk, and they will draw up a contract with him and get him to sign it, and he has a jug of whisky for his land.

Now, that is what I am afraid of, and I believe that we ought to depend on the Government altogether. And that is the reason I say

that we ought not to have the allotment made. The allotment law ought to be repealed. The land ought to be as it is. I don't think we ought to have the allotment at all. Why? Because the whisky is among us. Now, four or five old men will step up and say that they want the allotment, but you must look upon them as old men. The young men are the ones that will say that they don't want the allotment. But it is the old men that say they want it. They do not care for the children, but I do. Now, that is all I have to say. I would like to say more, but the rest of the Indians want to say something.

WHITE HORSE.

I have been to Congress and I have seen their doings. What I tell you to-day shall be the truth. The Congress of the United States gave me twenty-five years in which to make ready to receive my title. When I get to the end of twenty-five years Congress gives me to understand that I am to be free from any supervision by the Government. The people do not see it. That man who spoke here a few minutes ago must own his land the period of limitation—twenty-five years. I desire that the people, before the limitation is up, at least make strides toward civilization and be prepared at the end of twenty-five years to be the same as other people, and not keep up their Indian ways always. Congress has made the time and specified the time in which they shall be free as any other people, and in respect to their lands as well as to their persons. I do not think that we could get any extension of that time by which we get our fee simple title to our lands. There is an extra piece of unallotted lands left here, but I have not spoken to our agent there about them. He is not a friend to me. Half of the people want their allotments and the other half do not. I wish that the children could have their allotment. That is what I wish without any more trouble.

As long as the land lies open there seems to be contention, and there is an incentive for the people to deceive me in regard to the land. I wish that I could get this land allotted, and that I could lease it to whom I please. I wish that among the Omahas whoever leases the land improvidently must take the consequences. Let him learn by experience. If he makes any mistake and fools away his land, that is his own lookout. I want the people to quit making capital or speculating in regard to my land. I want the full benefit of it. The land belongs to us. We ought to say a good deal about that land. When the land is allotted to us we ought to do just as we please with it, because it is ours. When I went to Washington I told the Great Father and everybody that I had come for just one thing; only one. I did not want anything but the allotment. That I was after. That was all I wanted.

Now, you who are sitting here I will depend upon for these things. I hope you will think about these things and try to make allotment for our children. The reason I say that is because I can not think about the next generation. Those that are living are dying every day. We can not look far ahead. We must look down at once to the present. I do not want to cast off our children living to-day. I do not want to cast them off. I do not want to look far ahead. I want to look out for those that are living. That is all I say as to that. I speak to you now about the Winnebagoes. I am a great friend of the Winnebagoes. That is the reason I was willing to give them half of our reservation to settle on. The Government sent the Winnebagoes away up to the head of

the Missouri River once, and they kept coming down this way. They were starving and we took them in, and we gave them half of our reservation. Now, to-day they kill one of our men. If nothing is done to the murderer, I wish the Winnebagoes could make it right with me. I want to give them back what I took from them on the land.

Judge CHASE. He refers to a clause in the treaty made at that time, which provides that if the Winnebagoes, by their presence, should prove detrimental to the peace and harmony of the Omahas or the white settlers, then the Omahas should have the privilege of repurchasing the land sold to the Winnebagoes at the same price and upon the same terms as the original purchase by the Winnebagoes.

(A certified copy of the treaty referred to is at this time produced; and a true copy of the same is hereto attached, marked for identification Exhibit A, and made part hereof.)

EZRA FREMONT (WA JA PA).

When I went to Washington some one told me the fact, and when I saw you men coming to-day I thought to myself we have come to it this day. He said to me, "If you are not good citizens the friends of the Indians will stand back and let the white men, who are interested for themselves, come forward and the Indian will go to the wall." I am standing on a precipice. Every day I come nearer to the precipice. It is hard to be an Indian and ignorant of the ways of the world. God made the Indian as he is. He made me ignorant, and when I think of that fact it makes me sad. In the bill that was passed you said that for twenty-five years there should be no allotment. You said that no one, not even the President, could say that we should have an allotment until the twenty-five years were up. Why don't you help us? The men are here pushing us backward and wanting us to vacate. We are not the people, and if the President and Congress did not take pity on us and look after us we would not be here to-day. Those men back of you think of nothing else. They think only what they can do for themselves to-day. They came to see whether they could get the Indian lands or not.

Sometimes when I look back or look on myself, I wonder why God created the Indian; he is so ignorant, so unhappy, because he does not know anything. To day if you had not sent Captain Beck to us I would have been a tramp, homeless. And why did you send me a man like this? Because he is good. And why are some of them so against him, and give him bad words? Because they are ignorant and know no better. They do not know their friend. You have a crowd back of you that come nearer and crowd you more and more. That is what the white man is doing to me to-day. If Captain Beck had not come and stood and made a little space for me I would not have been here. If we had another white man, he would look at his own people and I would go to the wall. We do not know how to take care of our possessions. We do not know what possession is. So I say we do not need the allotment, because we could not keep the land if we had it. We have nothing except the land. We do not know how to take care of ourselves. I think to myself, if we only knew how to take care of what we have I would be willing for the allotment.

When a man wants help he looks around and tries to find someone who is trustworthy and who will really help him. When a man is walking he watches the road in front of him to see whether he can pass without harm or not. If the road is not clear he turns off and goes

another way. He has the privilege and goes another way. If we have the allotment in half a day the white man comes and takes it for his own, and we will be like the foxes which have no homes. They go into a little bunch of grass and make that their home. When a man is doing business he tries one way. If that does not succeed he tries another way. I do not approve of leasing the unallotted lands for pasture lands. We do not make anything out of it that way, and the white man will use his money to make himself something, to add more to it, and if he can not do it one way he does it in another.

We are willing to lease our lands for agricultural purposes, to get more from it. We are pitiful. I tell you the truth when I say that we are pitiful, because there is no one to help us, and we can not stand. We thought that the half-breeds would be a help to us; that they would show us how to live. But they are worse than the others. The half-breeds are our worst enemies. Because they know the white man's way and can talk English, we thought that we could depend on them to help us. But they are worse than no help at all. When they first began to talk about allotment I was not there, and Peebles was the one who said for the Indians to ask for the allotment. When you come down to it, it is not the Indian who wants the allotment. It is someone back of him who keeps him going on about his allotment because they want it. That is all I say now, and if I have any more to say, I will say it afterwards.

Q. (By Mr. MEIKLEJOHN). Are you a relative of Mr. or Mrs. Farley?—A. Yes, sir.

Q. What is the relationship?—A. Mrs. Farley is my niece.

Mr. PEEBLES. Ask him if when he got the land he did not get some of the finest land over in the Logan Valley.

Captain BECK. You keep still or I will attend to your case for you.

SIN DA HA HA.

MY FRIENDS: You are here at our request that you should come here and hear us. I have come here to-day and met you, you the wiser of the two races, and in my troubles I have come to talk to you to ask you to help us. I do not want to run down anybody, or talk about anybody or defame anybody. These Omahas sent me with another to Washington. I went there to ask for the allotment of our lands to the children that are living, to be allotted to the ones that are now on land, 80 acres per head. I asked that those that had—that is, the minor children that had but 40 acres—that 40 acres be added to it, so that they could have 80 acres. And when I come back here from that trip I found out that many of our women had no title to land—very nearly all of them. I found that in the allotment of our lands that were already allotted a great many mistakes were made. Some were allotted lands in places that they did not want, supposing that they had got the lands that they had chosen, when instead of that their lands were somewhere else. It was the wrong numbers; some mistakes made in the numbers of the land by the allotment.

A great many of my people have found fault with me because I have talked so much about this allotment, and I will tell you the reason why. I am tired. I told them that I had got tired of the white men making use of this land and getting something out of it for themselves; that I myself wanted to get something out of it. These unallotted lands are just the same as if I did not own them; that I had nothing to do with them. The land is ours, and the majority of the people want these

lands allotted, and I think that you gentlemen, the high members of Congress of the country, will pass a law allotting these lands to us immediately. These lands that we own, the unallotted lands, as well as other lands, we want the use of them, the benefit of them, and we want to help ourselves as well as anybody else. Those that have families of children and have two or three or more pieces of land are benefited by it. They lease to one and another man and they get a hundred dollars or more every year or half year, and they live, therefore, and get what they want. It has been some time now that I have talked about the allotment, that we wanted our lands—more than two years now—and I hope now I will not have to ask for it any more; that you will immediately enact a law authorizing the allotment of those lands.

If these lands were allotted to us immediately we would get the benefit from them in buying horses, harness, wagons, agricultural implements, etc., which we need; and all those that clamor for allotment I hope will be satisfied by the lands being allotted to them. If I speak to the agent and ask him to help me in getting these lands allotted he gets tired of me and don't want to listen to me. And among his friends among the tribe that he assists or that want him, he doesn't want me among them; he doesn't work for me. That is why I want you to know. He is the agent for the Winnebagoes. Our Great Father told me that we had no agent; that we were citizens of the United States, and that we went when and where we chose and done as we chose whenever it was proper. And he is a hard man to talk to. We go there and say a word or two to him, he will get cross at us; scolds. I am my own agent, but he wants to be my agent all the time, and it is very unpleasant—something that we did not want, did not expect. There is something that we do not want now, and that is, he came down here into our camp where we camped to have a little pleasure, with his armed police with cocked guns among them, into our camp. I see that myself is the way I tell you.

Two days after the day that we celebrate, the Fourth of July, he sent his policemen down here to watch us. They came down at that time, and they came down another time right into our camp down here and in cold blood murdered one of our men. He came here with his armed police stirring up great dust in our camp, and came there and charged upon us. They came there into our camp with their guns cocked at us. It rather excited the Omahas, and in fact they were rather scared, some of them, and they came and told me about it. "Well," I says, "probably the agent knows what he is doing," and said nothing. As I have said, my friends, I have no one here to help me. The agents heretofore whenever they come among us would give us good advice and talk to us as we ought to be talked to, and advise us to work like the white men do to till the soil and get something out of it—told us that the white men worked to till the soil and made something out of it out of the sweat of his brow, and that we should imitate the white man and work like him. That is the agents heretofore I am referring to. And to get at the truth of this allotment, I hope that some disinterested man will take a vote of the people. Then they will find out how many want the allotment. I hope that immediately that will be done.

CHARLES ROBINSON (MA HA WA LA).

Some of our people requested you to come here, and I might never have seen your faces but for this reason. Yes, I have an allotment, but I have made nothing out of it, and I say this, that if I had more

land, a new allotment, I will work less than I do even now. I will tell you why I do not want a new allotment. About three years or more ago the people said they would ask for an allotment, and I saw men carrying breaking plows around. The people took the numbers of the land. What did they do with them? They stole the numbers of the land. That was one of the worst things they could do, I thought. And the people did another thing which wasn't for their good. They took their own allotments and rented it out to the white men. They took their own allotments and rented it to the white men and went and lived on the unallotted lands to make something for themselves. That is what I did not approve of. I thought that the unallotted lands belonged to the tribe, and each person in the tribe had a right to whatever came from the land. It did not belong to individuals, and they had no more right to it than I had. When I told them so they seemed to think that they had the right. If they have a new allotment they are going to drink whisky, and so I say don't give them the allotment. The ones that will get benefit from the Indian lands are the white men and not the Indians. And so I say it isn't right, and so I say we don't want another allotment. That is all I have to say.

Mr. STRODE. I would like to ask Mr. Beck how many of these Indians are here?

Captain BECK. There are 261 male adults.

Mr. STRODE. How many of them are here to-day?

Captain BECK. It looks to me like about one hundred.

Mr. STRODE. I would like to have an expression of these Indians that are here to-day; to see them divided off and see what proportion of these Indians are in favor of this allotment and who are not, and see who are in favor of it, whether it is the old men or the young men. I simply mention this now, so that they may not go away, that they may come up and when the time comes we may see what the sentiment is.

Mr. THURSTON. Judge Chase, will you tell them that we want them to stay here; that after the speeches are made we want them to vote to see whether they want the allotment made.

(Foregoing interpreted to the Indians.)

DANIEL WEBSTER.

MY FRIENDS: We are a good many of us here, but a good many are not here. Those people who want the allotment are most of them here, but those who do not they are not here. They do not care, of course. They do not want this, and they stayed at home. I would like to say a few words to you. I am going to speak about this allotment. Who started these things, white men or Indians? I am going to tell the truth to-day. It will be two years next December when this question came up. Two years ago they had a big trial at Pender, and I was over there. I was there and spent a week in Pender, and I had a great many friends in Pender at that time, and I knew those friends of mine when I was a young man and a good many years since. I mean the soldiers.

One of my friends met me in the street and invited me to go to dinner with him. When we got through dinner he told me to come in the parlor—"my office," he says. And I was there with him. He mentioned my name then; he wanted to talk some business. "I think the way I am going to tell you—I think it would be a great benefit to you and all you Indians; be a benefit to you. I am going to mention that to you." My friend told me that. And my friend said to me, said he,

"I used to work for you Omahas, but I never want anything; never want pay; work for nothing. Now," he says, "this is just the present word I give you," he said. "We must have an allotment made. We don't want anybody to know it; we want to make it quick. We want just for the councilmen to know about this thing, nobody else. We will have a meeting at Fire Chief's lodge in the night, so as to get through with it, and I want you to go there. I hope you will go there, because I think you are a pretty good man about that." And I said to my friend, I said to him, said I, "That is a very good scheme, my friend. I look a great long ways ahead of me, and if we make that work, and if this may be done by the councilmen and myself and my friends, I am afraid for the tribe; afraid the tribe will kick us."

I made that proposition. He made a promise to me; offered me \$500 expenses to go to Washington. "But I want you to pay my expenses, to give me \$200 as mine, and the rest are yours. If I make that allotment work I want you Omahas to give me \$300 more." I said to him, I said to my friend, "Say, my friend, I don't know what to say about it, but I think I had better drop this; better go. I don't want to do it." He asked me how it would do for me to ask Silas Wood this question, and I said to him, said I, "It will be a pretty good idea to ask him." I came back here, I was living in here in the timber, I was cutting wood for a living, and after I come back, I think about 9 o'clock at night after I come back, about four days after that, somebody called me away in the night, 9 o'clock, called my name. I got to work and dressed myself. I went out and I saw the tents. A light burned there, and I went over there, and Silas Wood was there. The tent it don't belong to him; to some of his friends. Mr. Wood told me, "I have a very good word from Mr. Peebles." Told me that that evening. And Mr. Peebles told Silas Wood he wanted to go to Washington to get the allotment, but he want to take two that could talk good English. And I told Mr. Wood Mr. Peebles spoke to me about that, but I didn't look at it at all; I was afraid of the tribe and don't want to do this thing by myself. "And if you want this worked call all of the tribe together. Everybody is willing then to go to work and do this work." That's all I know about that, and I would like to have a few other words.

Q. (By Mr. ALLEN). Who was this friend that called you into the office over at the hotel?—A. Mr. Peebles. I would like to speak one word more. I have got children of my own. If my allotment come now right away I will have 120 acres of land more. We used to own this country. We owned all this land once, a good many years ago. I don't remember how long ago, but a good many years ago. And the white man captured our lands, and may have give us one cent, may have give us two cents. I don't know about that, but a small price. And old people, the hunters, held a treaty, the worst kind. Made it bad work; bad treaties. Now we have got a very small piece of land. I have no objection whatever to the allotments, but two-thirds of these Indians don't know anything. You might bring a piece of paper to any of them and make him sign that paper, and get the land away from him. If we get this allotment made in less than five years we are beggars all over the country, because we don't know anything about how to take care of our land. And I have another word to say about the agent. Mr. Sin da ha ha spoke about a good many years ago when the agent was here. It is the very truth what he said, that they used to tell us to go to work, to go to work, to watch us up to be self-supporting. Of course we did not have allotment at that time. All

the land was on the common; everybody on the land. Just about twelve years now since we have allotment, and ever since that, some way another, we are going back. I know that Captain Beck ain't agent for us; I know that myself as well as anybody.

Ever since he came here we have got a good deal from the land, because they lease it out right. If Captain Beck stands by the white men what becomes of us? Why, we are nobody. Of course Captain Beck looks to the Indians' welfare, and the people try to ruin us; try to kill us. Those are the ones that are fighting Captain Beck, the very ones. And I think it is a very good thing for Captain Beck to protect the Indians. I think it is a very good thing. I think that myself; I don't know whether anybody else but me. Of course I do a good deal of good, because I lease my land out right and get money for it. I say to you, my friends, allotment is a very good thing. I wish to have allotment myself, but at the same time the Government specified in this treaty that we made for twenty-five years, and we ought not to allot it till then. They give me allotments. I got my allotments. I live on that allotment. I don't work very much, but I live on the land; make a home of it. And my children's land I lease it out, and I get good money for it, and I keep my own. I hope that when we talk to you to-day of this business that you will think about it. We don't want to quarrel over that, because it don't do any good to quarrel. I want you to do what you think is best for us. You are the men to do for us. That is all I say to you, my friends.

Q. (By Mr. THURSTON, addressing Mr. Pilcher, who interpreted the foregoing.) He has an allotment, and his family has also?—A. Yes, sir.

Q. Well, now, does he get any share of the rent from unallotted lands?—A. Yes, sir; he gets his share when it is divided.

Q. Does he get the same share that an Indian does who has no allotment; that is, the same share of the rental on unallotted lands?—A. Well, the land he has got allotted to him he gets a little more. That is the children's land. He rents that out.

Q. Well, he and his children get the rent from their own allotted lands?—A. Yes, sir.

Q. Now, does he get his share, as one of the tribe, of the rent from the unallotted lands?—A. Yes, sir; he gets his share. By the way, he spoke of one thing and it passed away. He says there is a great deal of leasing by Indians of unallotted lands, who have the benefit of it themselves. Instead of giving it to the tribe they don't pay the money into the tribe, and they just use it themselves, and he don't like that.

Q. Well, take this Farley land. Is that allotted land?—A. No, sir; tribal land.

Q. Well, now, who gets the rental for that?—A. The whole tribe.

Q. Now, does this man get just as much of that as another man who hasn't received an allotment?—A. The newborn children since the allotment have got no allotment.

Q. (By Mr. ALLEN.) Since the act of 1882, which protected the children and set apart these unallotted lands to be allotted to them after a time—all but those have allotments?—A. Yes, sir.

Q. (By Mr. STRODE.) Who gets the rental now of these unallotted lands? Who gets the money that comes for the minors—for the younger Indians? Who gets the rent?—A. (No answer.)

Q. (By Mr. Thurston.) Every adult, then, of the Omaha tribe has received his allotment?—A. Yes, sir.

Q. And has severed his tribal relations under the act of Congress, has he?—A. Yes, sir.

Q. And is a citizen of the United States?—A. Yes, sir.

Q. And votes in this country?—A. Yes, sir.

Q. (By Mr. STRODE.) Now, Mr. Pilcher, about the minor children. Who gets that; does the head of the family get it—the father get it?—A. The fathers draw their money. Of course, if the father dies, why the mother gets the benefit of that.

Q. (By Mr. ALLEN.) Is there any restriction upon the expenditure of this rent?—A. No, sir.

Q. They spend it as they please?—A. Yes, sir.

Q. (By Mr. STRODE.) Well, then, I can see here, and probably some of you men can explain it—I can see, it seems to me, a reason why a father who had quite a number of minor children might not be in favor of allotment. If the share that he gets for the rents of the unallotted lands gives him a larger sum to spend than he would get by the allotment, he would be against it.

Captain BECK. Just the other way, just exactly. Just backward from that.

ALFRED HALLOWELL (NE BRAS KA).

I am among the number which signed a petition to have you come and see us, and I am glad that you are here. Whatever I want of my own to-day you shall hear of it. There are troubles which I have. I can tell some of my troubles, and it will compare favorably, probably, with some of the others. We are not equal in our possessions. There are differences. I wish that they would equalize our possessions among the people. I have two children about this high. [Indicating.] Probably I shall send them to school. When I look at them I know very well that they have not got their rights. I work for them and make something by working, and I clothe them and I feed them by my labor. My friends on the other side of this question come here and kick me because I am asking for the rights of my children. When men come up here and kick against the proposition which I put before you, they are many of them men who have no children at all, and that is the reason that they desire the matters to stay at a standstill the way they are now. Such men that have come up here who have no children and are speaking against the allotment, they have what belongs to them; they have their allotment. For five years I have been talking about this allotment and there has been nobody urging me. Now here, I have talked with Captain Beck about this allotment and wanted his assistance to get it. The Captain said that the land belonged to him; that he was in charge of it.

Some of these people here have been talking that we should not take a vote at this time, because they know very well that they will be defeated. The reason advanced for not voting at this time is that there are lots of them that are not here. I wish that a vote be taken throughout the whole people. We want a similar kind of paper to that we had under the provisions of the act of Congress which was passed about thirteen years ago. I am not here asking for an absolute title to these lands. I should like to ask this delegation this question: If we should happen to get an allotment, what would be the nature of the title as to being fee simple or otherwise? I wish the people to be satisfied in regard to that point. The revenues from the unallotted land does not amount to very much. There will be an effort to lease these lands for agricultural purposes, but there is enough of us to fight against it. We will fight against it. I desire the allotment. I am for the allotment. I might be crazy, but that is what I desire. The

unallotted land is a matter that creates a great deal of friction among the people. When the allotment is made, I believe that the matters will end—the question will be settled. That is all that I have to say.

YELLOW FOX (HA PA LA).

I would like to give you men a few words. When a person knows that he can prove what he is saying, when he is sure that he is speaking the truth, he is not afraid to speak. This business of ours does not seem to be much of a business, but there are two sides to the question, so that is the reason we waste a great deal of time. To-day as a man I stand before you, and I will tell my story and ask the white man a question, and I want him to be a man and stand up and answer truthfully. We are known as the Omaha Indians. Once the land of Nebraska belonged to us, but it seems to me now that we made a present of it to the President, and his people enjoy our gift. I want to tell you why there are two parties among our people. It ought to be this way, that we Omahas are one people, and our interests ought to be one. If it were so we would get together and find out what would be best for ourselves. Then we would write a petition and send it to Washington to our friends and they would help us. I heard that to-day great men of Nebraska were coming to see us, those who made the laws of our land, and I had my story to tell, and just one truth to tell, so I came up to tell it to you. I want to ask him what interest he has in the Indian lands that he should work so hard. I want him to-day to give his reasons plainly. If he is a man he will stand before me and tell me the truth, whether it is for my interest and the interest of my people that he is working, or for his own interest. I want him to say plainly, and I want to know whether he pretends to be my friend or is really my friend.

When an Indian speaks he has one word to say. The white man has two words. One is the truth, the other is not. To-day I ask the white man to give me one word, and that is the truth. I myself think that if it is for the best interest of my people to have an allotment I hope that the powers will give us the allotment. I myself wish for the allotment, but I speak against the allotment because of one who is among the people who want allotment. A while ago a man came to us and said, "I have been sent from Washington to help you if I can, but I will not live among you. I have to go a little farther on." Since he has been here his life has been full of work. He has power and help. We know that he has worked hard and has power, because he is trying to help us. Still we appeal to him. We go to him again and again. However dearly I love a friend, if he does something that I think is not right I turn from him. To-day when I heard that you were coming as people who were interested in the Indians, I thought that I would tell you my story and that my people would tell you their story and you would do as we asked you. We hope that you will take up this business and settle it—clean it all up for us. I will not speak of allotment. I myself say we are not fit for allotment. That is all I have to say.

ALLEN WALKER (WA HA NIN GA).

When Senator Allen came here it was pretty windy that day, and only a few of them came here. I have traveled a long distance [referring to his age]. I have a big generation myself; a big family of boys. There is nothing to be gained, so far as the Omahas are concerned. It

is not my desire to make a sale of the unallotted lands for the purpose of getting a fund. That is not my idea. The older men have all got their rights—all that they will get out of the land; but it is for the children that have been born since the allotment that I speak. You said that you would come back and see us again and we would repeat what we had said before to you. That is all in regard to allotment. There are four matters that I want to ask about. You people are much more advanced than we are. I am nothing to go by. I am no criterion by which I could compare your people with myself. I hope that the purpose is to inquire into the wishes of my people, and that you will make legislation that will settle these affairs that they have been talking about. There is a portion of the reservation that has been sold to the white people. I will speak of that matter very shortly. I ask you about that 50,000 acres of land. I want to know how much interest is due us. I want you to see that we get that interest. We are pretty hard up. We have no good horses, and we want to buy wagons, harness, and such things that we need.

Mr. ALLEN. Is that the tract of land that they were speaking about when I was here the other day?

Judge CHASE. Yes, sir.

Mr. ALLEN. That they were to get some \$50,000 more?

Judge CHASE. Yes, sir.

ALLEN WALKER. All the dependence I have got is in that piece of land—my income from that. When I get that money, why I buy my clothes. There is where I got these. I drew some money there a short time ago, and I got my clothes for it. I only ask you that question, that's all. I would like to have the money to-morrow or next day or the fourth day. Would like to have that money paid to me, so that I can have some money to spend. The reason I say that the white people are grasping for money. That is the reason I speak about that. There are two questions to ask. I am going to make it short. I have here my hand. I have no weapons, no arms to use. I am in no danger. I never fight white people. There are some people that do, but I never fight the white people. I never have blood on my hands. My hands are clean toward the white man. That is the reason I want you to take my word what I say. A few days ago one of our neighbors killed one of our nice young men, and I would like to have it found out who gave the arms to those people to kill that man. That is all. That hurt my feelings.

PRAIRIE CHICKEN.

MY FRIENDS: You can look at this people here. They have been asking this question to you. They depend on you to answer it, whatever you are going to do for them. I don't want to say anything right away—any question only one. When the Omaha Indians made a treaty I was one of them that sold that 50,000 acres of land, and the balance left we put that away for the children. What we did not sell we put that away for the children. I say this to you and this people here, the majority of the people, and I don't care. I understand your side. I am standing right between them. I want to see which side has the most people. You white people raising children, sometimes you raise a lot of children. Maybe there is one in the family that don't know anything—ignorant. These Indians, when they got the land, I hoped would be good people. That is the way I always hoped. I thought when the Indians have the land they was going to go ahead and advance, but they are going back. They go right down. And I hope you Congressmen, you people that make the laws for all the nations, will go to work and do this work, do

what you think is best for the Indians. Don't you be afraid to do it, because I stand by you men and stand by my people. Of course you are the head men of all of us. You are running this Government, and I don't want to say anything wrong, because I don't want to hurt your feelings. I want you to do the best for us. Whatever is the best for us, do for us.

There is a majority of the people against the allotment, because we know that the Government gave us twenty-five years' time, and some of the people want allotment. I was one of the number that did. They gave us a patent and told us: "This is your land, but you keep it so many years. When it comes to the end of that time you get another piece of paper that it be yours. You can do as you please with that paper." Of course, the time is not up. Whatever you think is best for the people I want you to do for them. We are a very sad people. We are dying every day, every day, and that is the reason there are people here that are crazy for allotments. Of course, I speak this for myself. I am not hitting anybody. I just stand between you people, the Indians and you, and whatever I say I mean. Some Indians own a great deal of land, but they do not make good use of it. I have one piece of land. I don't make very good use of it. I get some income, but not enough. I try to do the best I can. Some of them have lots of land, but they don't receive anything to show for it. Maybe they hurry up these things, but I don't think it is just yet.

— TIPPLES.

I would like to say a word to you gentlemen upon a legal question. You are mostly lawyers. There was a bill passed in 1883 granting title in fee simple to the Omaha Indians. Or, what was not allotted to each person was granted as a fee simple title to the tribe. Now, there has a bill been passed since that—this late bill; this allotment bill which makes a new allotment, which grants to all the wives, where heads of families, 160 acres, and grants to the wife besides 80 acres. If that bill is put in force there isn't enough land to go around. There will be some left without any. Now, some of the Indians wrote me last winter and wanted to know when this allotment would be made. And we live under the glorious Administration of Grover Cleveland, and I went to the Interior Department to find out when this allotment was going to be made under this bill, and they told me there would be no allotment made under that bill while this Administration was in force. So there is two years yet before this can be had.

Mr. MEIKLEJOHN. For what reason? Did they tell you that, Mr. Tipples?

Mr. TIPPLES. They hold the bill unconstitutional. The order to make the allotment is not mandatory. It is within the discretion of the Secretary when to make the allotment. They can make it now or twenty years later. And he said there that there would be no allotment made under that bill during this Administration. They said they had submitted the bill to the opinion of different lawyers, and they asked me to go to see Senator Morgan. You know Senator Morgan is a very fine lawyer. He said this last bill was unconstitutional, because by act of Congress it set aside the title in fee-simple; and if that bill is undertaken to be enforced it will be contested in court.

Mr. MEIKLEJOHN. Did I understand you to say that the act that was passed on the 4th day of March, 1893, gives a fee-simple title if an allotment is made?

Mr. TIPPLES. No, no; the other does.

Mr. MEIKLEJOHN. 1883? That gives a title held in trust by the Government.

Mr. TIPPLES. It is a fee-simple title held in trust. Now, Senator Morgan holds that a new bill that would make a new allotment would set aside that allotment in fee simple. That is before the Department to-day, and there will be no allotment made in the two years while we live under the glorious reign of Grover Cleveland.

CAPT. W. H. BECK.

I want to simply make a few remarks relative to the personal attack by Mr. Fontenelle in a slight way, and of Sin da ha ha, White Horse, and Nebraska. All I have to say is this: That it is my opinion, from Mr. Fontenelle's conduct regarding the affairs of the Omahas, that he is entirely led and under the dominion of the people of Pender, led by W. E. Peebles. He has always been antagonistic to agency supervision since I have been here. Without consulting me on any subject whatever he has held secret councils (you have heard some of them allude to that), he has told people what to do and say on this and that occasion—a private citizen, without any official position whatever—interfering with the laws of the United States and disturbing the peace and harmony of this reservation. That is what he has been doing chiefly and always since I have been agent.

Mr. THURSTON. Now let me ask you a question right there. Are not these Indians citizens of the United States?

Captain BECK. They are, sir.

Mr. THURSTON. With the same privileges of carrying on their affairs that you and I have?

Captain BECK. Yes, sir.

Mr. THURSTON. The same right to meet together when and where they please?

Captain BECK. If it does not interfere with the laws of the United States, Senator Thurston. I claim that it does; the manner in which Mr. Peebles has done it continually, and the way he organized this affair to-day. Now there is a mistake about these people having separated from their tribal relations. There is not an Omaha to day on these grounds who is not a member of the Omaha tribe of Indians, and who receives through the Department his annuity, and each receipt that he signs recites: "I have received from Capt. William H. Beck such and such a sum of money, as a member of the Omaha tribe of Indians." That is from unallotted lands.

Mr. THURSTON. That matter has been judicially settled in this State.

Captain BECK. Judicially settled?

Mr. THURSTON. The supreme court of the State of Nebraska has decided that these Indians are citizens of the United States, and in doing that it has decided that by the act of allotment and acceptance of it they did sever their tribal relations. Now that has been judicially settled.

Captain BECK. Up to a certain point, yes.

Mr. THURSTON. Oh, no; I can't agree with you at all on that. It is undoubtedly true that if these Indians are citizens, the moment you say that, they could only reach citizenship through the full severance of tribal relations.

Mr. BECK. That they have not yet done, the supreme court of the State of Nebraska to the contrary notwithstanding.

Mr. ALLEN. No; but the circuit court of the United States for this district has so decided.

Captain BECK. I do not understand that it has.

Mr. ALLEN. I refer to the case that Mr. Webster and Mr. Poppleton argued—I can not give you the title of it—some years ago before Judge Dundy.

Mr. TIPPLES. The Supreme Court of the United States reversed that decision.

Captain BECK. I am speaking under the instructions of the Attorney-General, and, of course, if I am in error it is the fault of the Department, and not mine. Now about the separation of this tribe there need nothing further be said. We do not question their personality. We do not question their personal obligations to the State. That is not questioned. But when you have reference to these lands—these lands are absolutely and positively held in trust by the United States for the period of twenty-five years from the date of the patent, and no one else has any right whatever to interfere with those lands during that time except the authorized agent of the Government. I think that was decided by the appellate court of the United States at St. Louis in 1894.

Mr. THURSTON. As to the legal title of these lands, I do not think there is any question but that it is in the United States. So far as the allotted lands, they are the Indians in cestui que trust, in legal parlance. That of course establishes a relation that is well understood, and I do not think that anyone will ever question it.

Captain BECK. But you are all questioning it.

Mr. ALLEN. The captain's position, as I understand it, is this: That so far as these lands are held in trust by the United States you do not look at it as a trust, but simply an agreement upon the part of the Government to convey to these Indians within twenty-five years certain lands which they may take and which the Government holds supervision over until the lapse of the twenty-five years. Now your position is that the Government, through you as its agent, had jurisdiction over that land?

Captain BECK. Exactly, so far as those lands are concerned. Now, Mr. Thurston asked a short time ago about any restriction upon the spending of their money. It was not answered properly at all by Mr. Pilcher. He was in error. Whenever it has been shown to the Secretary of the Interior that an Omaha allottee is wasting his money dissolutely and not providing for his family, it is provided and ordered that the Secretary of the Interior direct who shall spend that money and whose charge it shall be in. Now, the revenues from the unallotted lands. I noticed that they were very careful to speak of that as a very small sum; that it did not amount to anything. That is an error, because a sum between \$9,000 and \$10,000 per annum is a considerable sum, and it will be increased to \$15,000 per annum yet; and the Omaha Indians will have the unallotted lands that they are using without paying tribute, which are leased to and used by the whites themselves, taking the money without paying tribute. That is the status of affairs so far as the tribe goes.

The anxiety to have this allotment a little while ago was for the reason that a contract had been entered into by a firm here, which has since failed, Wheeler & Chittenden, by which they advanced to the Indians sums of money from \$20 to \$50 each, taking their notes therefor, those notes containing a promise—illegal contract—that when the lands were allotted to them they should have the right to lease the lands—who gave them this money for the notes. And, strange to

say, out of the fifty odd thousand acres of land unallotted to be allotted, all of these notes were obtained from Indians who expressed their desire to have the lands allotted on what is known as the Farley pasture. Certainly there are better lands than the Farley pasture. But it is a combination, as has been shown ever since I have been here, to destroy Mr. Farley; that is to say, as to his lease. Now, I did not make the Farley lease. I found it in existence a year and a half when I came here, and the only trouble was caused by the efforts of these Pender people. And I can show you a very elegant brief on that question. By the efforts of these Pender people Farley had been sued by the Omahas.

Mr. Fontenelle was quite prominent in the matter; told me so himself. I do not know but what he was right in his opinion at the time. I do not know that. It is a matter that is past, beyond general effect. He informed me that he had a suit entered against Farley to destroy this lease. The Omaha Indians pasted up papers all over the country, at the instance of these same Pender people, that anybody putting cattle in there would have them driven off, and so on. In other words, made Indians destroy Farley. I wrote to the Department—and here is the error of all these people outside. I never proceed without instructions. I explained the case as I could from Mr. Fontenelle's statement to me and from other statements made to me, and asked what I should do in the matter, whether I should compromise with Mr. Farley or not. It was compromised by order of the Department—\$2,000 received that year. And he paid his \$5,400.25 this year for his contract, as I say, a year and a half run when I came here. Now, as to my—

Mr. MEIKLEJOHN. Captain, may I inquire in regard to the Farley contract? When does it expire?

Captain BECK. May 1, 1892, is the date of it. I arrived here June 30, 1893. That would be 1897.

Mr. THURSTON. In your judgment, how is the rental? Is it a fair rental for the lands?

Captain BECK. Yes, sir; it is a fair rental. And I want to give you another point now about that, so as to show how misled these people are on the outside. This year Mr. Farley came to me and made a proposal that if he could be allowed, on account of the scarcity of water and the pasture being tramped out, to use it for agricultural purposes, that he would double the price to be paid to the Indians for this year and the next year, and 75 cents for the third year. "Well," I said, "you would lose your money. I would not advise any such thing. But if you wish me to submit that to the Department I will do so." And I took it in to the Department. January 18, 1895, they declined the proposition. Now, there is a law, as you all know, allowing unallotted lands to be leased for agricultural purposes for five years, the act of 1894. Now, the reason these Indians want these allotments, they say they can not get any money out of these lands. That is a very serious error. The law allows just the same for these unallotted lands, and allows them to be leased for just the same purposes, as allotted lands, and it is simply to deprive the Government of its land in carrying out this movement. And there is plenty of law if we enforce the orders of the Department, which we think are lawful.

I wish to touch now on this murder, the circumstance of the Indian police, which they tried to make a good deal out of. I understood some days ago that that would be one of the prominent points brought before you. They wanted to show you what a fellow this Beck was. Well, I

will tell you how that happened. I received a letter from the Omaha tribal council—I have it with me—requesting me to go down there. At the time that I received it I was busily engaged with my Winnebago white friends. Now, these Omahas wrote me this letter, and I was in grave doubt whether to comply with their request or not, owing to the fact that I knew all about this feeling. I knew that the slightest mistake made by me would bring forth a torrent of abuse, as it always has. Before they knew me they abused me because I would not permit them to go on the lands and rob them as they have been robbing them. The letter is as follows:

Captain Beck: We was down there, but you were gone, and we told Tom Sloan about it. We want told you that six policeman watch among the Omahas themself. Pender Policeman says—

You see they had a perfect right to do that. A perfect right to control those lands. They were leased lands paid for by the Omaha tribe, which lease was given properly.

Six policeman watch among the Omahas themself. Pender policeman say he would hold four of our police; take them and put them in jail. James Blackbird fight our policeman; his sister pretty near kill; it take knife; our police take away from her and keep it. I wish you would come and see us. Policeman from Pender—

Something, I can hardly make it out—

will come after ours on Monday. They fuss us and you. They doing bad. We are not do nothing, and even the little thing they hold our party. Now you see, and what you think about us, and you, they say, you not fuss any; they your friends. Come over and see with your friend. Police Winnebago so many trouble; we aound here look at us. Dan Heath pretty near kill him; rush after knife with him.

Rush after him with a knife.

James Blackbird, he is pretty sharp. He did not afraid of you. Come over see us.

YELLOW FOX.
JOHN SING.
NOGA.
WA JA PA.
MA HA WA THA.
ELK.

I went down and took seven policemen, four of them armed. Sin da ha ha's story as to their coming down there riding like maniacs and with cocked guns was all a myth. I stopped. There were only four with me. Three followed. I stopped them at the outer edge of the camp, which was a very large one—I should say three-quarters of a mile long. I went over alone. That is where there was so much drunkenness—selling whisky there, selling hard cider in two of the booths—according to the stories. Jim Blackbird says, "They have arrested a white man over here. He has been selling whisky." I says, "Where is he?" He said, "Over there." I sent my policemen to get that man, and they brought him, and he was roaring drunk, staving drunk, and he was going to commit all kinds of crimes. We procured a vehicle and put him in it and took him away. I stayed there an hour after that. It was quiet. It was quiet when I got there. I talked to the councilmen; talked to several of the Indians. "Well," I said, "you seem to be getting along all right; I will take the police and go home." I took them home with me. Now, when I got home I discovered—there was a man by the name of John Blackhawk, an Indian policeman, who had been up to the upper camp and who followed me to the lower camp, and when I got home I discovered that his gun was missing; that he had left his gun. And I told him that he had no business to do it, and that if he could not find the gun he would have to make its loss good.

The next day I told John Pilcher, the interpreter, to take two reliable men and go down and search for that gun and give Blackhawk another opportunity to discover it. It was my opinion then and is my opinion now that he sold it. They went down there to the small camp, John Pilcher with them, and they examined carefully and found no gun. In the meantime they discovered that the gun was over at the big camp, 2 miles farther. The other policemen, it seems, went home before this. Now, it appears that these two policemen, John Blackhawk and Frank Ewing, went over to this camp, one of them with a gun and one without, one with a revolver, however. And they proceeded to drink a whole lot of hard cider. One of them, Frank Ewing, showed signs of drunkenness, and they had taken his gun away and put it in the possession of another man—disarmed him. And they kept urging him to be quiet and go home. John Blackhawk finally started home with him, but instead of going home he went over to this other camp. It was on Saturday night and very dark, so dark that two of us who started from the agency that night to go down to see if we could find some whisky dealers, the United States marshal and myself, lost our way, and it was only by letting the horses take their own course that we found the way. A storm broke, and there was a terrific storm that night. This Indian, Frank Ewing, went over to Blackhawk, who was mounted, grabbed the gun from him, went over onto a little knoll right by the booth where they were selling refreshments, and in the light there was seen to throw a shot into the gun and drop it down, and it went off instantly and George Parker was struck—hit.

Now, then, that is the the terrible action of the Winnebago police under my command. Now, they said there was a great deal of excitement. Mr. Boehme, the marshal, is here on the ground. He went with me the next morning. At that time there was no excitement. It was just as silent as it is here to-day. Nor have I heard of any excitement except as originated by these Pender men, who are eternally doing it. I think that is all that it is necessary for me to say on that point.

Now, relative to the allotment, the Department's position on this question of allotment is this, as I understand it, partly upon my representations, but more particularly upon the representations of several inspectors who have been here, but partly upon mine: I saw that there was immense drunkenness on this reservation. It is getting worse I am told year by year. I am told officially that it is worse than it was ten years ago. Now, that is largely chargeable to the fact of these white people being in the vicinity; unscrupulous white people furnishing these people with liquor, and very miserable liquor as it is. Now, then, I have required of every Indian to represent to me when he wants to make a lease that he shall be working some land, and he can not lease his land until he makes a showing of that kind; that is, if he is able to work.

These young fellows around here, everyone of them, know, and I have asked everyone of them when he asked to lease some land, "Why aren't you working your land?" and "Where are you working?" "Oh, I am working on my father's place this year," or "I am working on my mother's place." Well, I have looked into the matter and have found it that way. He is at the present time, that is about the time he wants to lease the land, over there. But after that I do not know where he goes. But as a rule they take that money and they spend it for whisky. I say as a rule, and I don't think it needs to be modified. And they have lots of assistance from these outside people. It was simply out-

rageous here during the seven days when they were here in celebration. The Omahas are simply misled in the matter. They are not to blame in any sense. Now, personally, I have no feeling against Fontenelle nor Sin da ha ha, nor White Horse, nor Nebraska, nor any of those Indians, nor any of the Walker boys, and they are pretty lively boys, too, as you will discover if you look at the court records. I haven't any feeling against any of them. The only objection is this: They will accept the counsel of William E. Peebles or any other man to their detriment. Now, the Department understands this allotment thoroughly, and I think there is plenty of legislation.

If the Government wants the allotment I have no doubt they will find some means to make it. But it is left to the Secretary of the Interior, and he wants all trouble upon both reservations stopped before he makes the allotment. And that is the grounds that I urged against the making of the allotment last year, and that is all there is in it. Personally I would be glad to see this allotment made if the conditions were such that it could be made under the Department. Now when this matter of B. T. Hull & Sons, who hold about 2,000 acres of land worth \$2 an acre and for which the Omahas have received nothing since I have been here—when I get that matter adjusted and the injunction dissolved this reservation will be in splendid shape. I have every lease, so far as I know, at our hands made properly through the Department. The Omahas have come up and done it. There is some question of title in some cases where we can not make the leases that we want to. Now, you gentlemen ought to know that in the press of business sometimes we may not speak as politely as we do at other times. I am willing to say that that is true. Lou Springer—we had some trouble with him, but I am very sure that he understands and knows the whole situation. He speaks about as good English as I do. There is Stephen Getcher, he had a question. He will come and tell you how the office did with him, and where you find these four or five talking as you have I will furnish you forty or fifty if you have time to listen to them.

Now, of the men who have spoken to you here, to-day I don't think it will be disputed that there is no better man than Robinson on the reservation. I want to say one little thing further about the Farley pasture. Mr. Fontenelle said that I was a friend of Farley's. The reason I took the \$2,000 was because I was ordered to take it by Commissioner James Browning. Now, the grass was so poor, the spring being so dry in the early part of it last year, that Mr. Farley thought and Mrs. Farley thought—and, by the way, Mrs. Farley holds the lease—that he could not succeed with grazing this year on account of that and the antagonism of these other people, telling all sorts of stories about his title not being good and going to throw out his cattle and so forth—this is subject to proof; I have the documents—and he wanted to break it up. That was not allowed, and then he wanted to throw it up, and we would not do that. What is the man going to do? He is going to carry out his lease, that is all, and that is all there is in it. There isn't anything secret or private about it. Now, they made the allegation some time ago that I was reorganizing this council to get to release the Farley lands for agricultural purposes, and other parties were going in and form a syndicate and we were going to make money out of it. I not only did not recognize the council, but I did not want to effect any council organization at all except to add two members at the request of the council to make the council full. Our old friend Two Crows is dead and gone and left a vacancy, and two others under

the law who have spoken to you under the marital law can not be let into the council, having two wives. That is the fact as to that. Now, I do not know of anything else that it is necessary for me to say. If you want to ascertain—

Mr. THURSTON. Captain, what is the difference between the \$2,000 the Department accepted and the rental as provided in the lease?

Captain BECK. Thirty-four hundred dollars and twenty-four cents. His attorney did all the work for him. He did not do any of it. I did not know Mr. Farley at that time. I had seen him, I think, once, but his attorney, R. W. Breckenridge, of Omaha, sent a statement to me, showing what it had cost him in litigation—not only what it cost him in litigation, but what damage he had suffered from cattle that he had not got. He was out altogether for that year \$6,000 or \$7,000.

Mr. THURSTON. How many acres are there in the Farley pasture?

Captain BECK. I think twenty-two thousand six hundred and something.

Mr. STRODE. Ten cents an acre?

Captain BECK. Twenty-five cents an acre.

Mr. STRODE. How much did you say—2,000?

Captain BECK. That was on his compromise.

Mr. ALLEN. The compromise was made under the direction of the Secretary of the Interior?

Captain BECK. Yes, sir.

Mr. ANDREWS. What induced the Secretary to make that reduction?

Captain BECK. The evidence as to the loss sustained by the action of the Omahas themselves against him in the suit brought against him to break him up at the instigation of these outside people—to break up the Farley pasture. That has been their aim.

Mr. THURSTON. Did the tribe take any action?

Captain BECK. The tribe brought the suit.

Mr. THURSTON. I mean take any action in the compromise?

Captain BECK. Oh, yes; compromised the whole thing.

Mr. THURSTON. Did they recommend it?

Captain BECK. It went on with the signatures of all of the council, in open council, just like you see those Indians sitting there now listening. They accepted it, and it was explained to them thoroughly in open council, and the suit was withdrawn. I even applied to the Commissioner of Indian Affairs before the suit was withdrawn to know whether I should do it or not. I had a statement of their attorneys. It was acted on officially there by their attorneys—the Assistant Attorney-General, you know.

(A division at this time being taken among the Omahas present on the question of allotment or no allotment, the tellers appointed by the delegation to canvass the vote report that 76 male and 6 female Indians are in favor of allotment, and 41 males and 4 females are against it.)

W. E. PEEBLES.

Owing to some personal matters being brought to your attention, I deem it a duty that I owe to myself, to the town in which I live, and to the Omaha Indians to say a few words. I want to make plain this allotment question from its inception. Silas Wood, who spoke against the allotment, told you truthfully that I had been connected with this matter. He and Thomas McCauley and White Horse and Prairie Chicken came into my office in Pender and said they wanted an allotment. "Now," I says, "gentlemen, it is just like this: This is a

matter"—and they requested me to assist them. I says, "This is a matter of importance to you. This is a matter which if secured will bring to you a much larger revenue from your property than remaining in its present state. Now," I says, "I have made a couple of trips to Washington at my own expense, the result of one of which trips was to secure to you the payment of \$83,000 of back interest on 50,000 acres of land sold under act of August 2, 1882, and," I says, "if you want me to go on this trip I must have pay for my services. I can not leave my business without consideration. And I will only go on an invitation from the tribe—from the whole council." I says, "I will go if you will pay me \$200 for expense money, and, in the event of being successful in securing the allotment, when the allotment is made you are to pay me \$300 additional."

The Omahas held a council, at which I was requested to be present, and they accepted my proposition. They wanted Sin da ha ha and White Horse and myself as delegates to go to Washington and try and secure an allotment of their lands. I have at home the original credentials appointing us delegates and authorizing us to speak in their behalf in this matter. We went. Now, in regard to the money, the Omahas said they did not have any money to pay the expenses, and I says, "I will loan you this money"—that was in the spring—"I will loan you this money until October 1, and not charge you one cent of interest." They wanted an interpreter to go along with them. They wanted \$100 for each man. They borrowed \$500. The money was counted out before we started, \$100 to the interpreter, \$100 to White Horse, and \$100 to Sin da ha ha, and I took the \$200 to pay my expenses on that trip. The Omahas gave me a note for \$500, signed by the council, and a note for \$300 payable when the allotment was secured. The \$500 debt remains unpaid, but its validity has never been questioned. In fact, I can make the statement positively that Captain Beck recommended that the Indian Commissioner allow him to pay me the \$500 obligation out of funds belonging to the Omahas. He sent me a copy of the Commissioner's letter, which stated that it was impossible to do that; that the laws provided specifically that all moneys collected from rentals of land should be thrown into the Treasury of the United States, and that I would have to look individually to the Omahas for reimbursement for the \$500. And that debt remains to-day unpaid.

I entered into this at the request of the council for this reason. You will remember that one of those men a little while ago said he would like to have the white man tell him the truth; did he do this for his own benefit or for the benefit of the Indian? Now I have never made claim to being a philanthropist. The primary object that I had in this matter was to settle up that wild waste—not of barren land, but of practically waste land, so that it would build up our county, build up the town in which I am interested. But when at the same time it was so evident, so plain that a larger revenue could be brought to the Omahas, when they say it themselves, why I can see no harm in inferring that I was working for private interest when it was for the benefit of the Omahas. Now in regard to the bill that was passed: The delegation went up and saw Commissioner Morgan. I said to Sin da ha ha and White Horse, "We will go immediately on our arrival"—as Frank La Flesch, a brother of the lady who has the lease, I knew would use his influence with Miss Fletcher to oppose the allotment because they desired to hold that lease—"We will go immediately on our arrival at Washington and see the Commissioner." We went in and saw him, and he said that he could see nothing in the way of making that allot-

ment. He says, "I will look up the law in the matter, and you come around to-morrow and we will see how the matter stands." We went around.

The Commissioner informed me that he did not believe that he was in the business of helping town-site boomers, and that he did not believe he would make the allotment. I went immediately then to Senator Manderson and Senator Dawes. I says that "Miss Fletcher has been to the Indian Commissioner and has represented that I am doing this solely as a selfish matter and that it is really against the interest of the Omahas to have that allotment made." Senator Manderson and Senator Dawes went and saw Commissioner Morgan and had an interview with him and laid the matter before him, and he changed his mind in regard to it. He became convinced that an allotment was for the good of the Indians. They told me to call on him and that I would meet with a different reception. I called, and the Indian Commissioner says: "I have been thinking that matter over, and," he says, "although it may benefit your town I can not see why, when it is benefiting the Indians as well, the allotment should not be made. Now," he says, "I am not positive whether, under the existing law—that is, the act under which it was originally allotted—we can make this allotment. Now," he says, "I will have that looked up, and if it can be done I will have the allotment made immediately. If it can't we will try to get legislation that will secure the allotment." I came around the next day and he said that they had looked the matter up and he said that they were convinced that it needed additional legislation, and he prepared in his office the identical bill that was presented to Congress and became a law. Now, then, whether or not, as has been stated to you, that is unconstitutional and no allotment can be made under it, it was made at the Indian Office after they were convinced that the Indian demanded that allotment.

Senator ALLEN. That was the amendment to the Indian appropriation bill?

Mr. PEEBLES. Yes, sir; passed March 4, 1893. Now, then, I say this in regard to the present state of affairs that are existing among the Omahas: I agree with Captain Beck when he says that the Omahas are retrograding, but the difference between us lies in the reason that is producing this retrogression. I claim that it is this uncertainty in regard to their status. They were told, as has been stated to you by speakers, that when this allotment bill was passed and they had accepted their land in severalty, and this property was turned over to them, that they were citizens of the United States; they must stand on their own feet and be men among men; act like white men; think, work, and act. Now, then, they did that up until the advent of the present agent. He took the position that everything must be done through the agent. They have been clamoring for this allotment. They were promised this allotment as soon as the money was paid by Farley. And I will say this positively, that Captain gave me—he did not say so in so many words, but he gave me to understand, that as soon as that money was paid by Farley that that allotment would be made. Now, why the compromise? Why accept \$2,000 when the tribe was entitled to pretty nearly \$6,000? I will tell you why.

That lease that is in existence to-day was signed by those Omahas with the express understanding that it was for one year. When time rolled on they became aware that it was for five years. In their exasperation they did not know what to do; they did not know which way to turn. They were told that they were citizens of the United States

and of the State of Nebraska, and the proper way to do if there was a fraudulent lease in existence and the land in the possession of another party was to go into the courts; that that was the way matters were settled by the white men. They filed a suit in the Federal court at Omaha before Judge Dundy, alleging fraud in this lease and asking that it be set aside. Of course all this agitation produced an uncertainty in regard to the future of that lease, whether Farley would be able to retain possession. It was in the spring. Well, now, then he probably did not get as many cattle as he expected, and on account of that it is familiar to you all that he sued me, with a number of others, for \$8,000 damages, and by a jury of his own county men we were wholly acquitted of any responsibility. Now, then, why should the Omahas lose \$3,000? I claim that it was an injustice done to the Omahas. If their interests had been consulted they would have demanded from Mr. Farley the full amount of this rental without regard to these outside occurrences, which they had no right to take into account. Now, then, I claim this: That in regard to the—I know I am a little longer than I expected when I started, but while we are on this subject I just want to give my opinion.

I claim that the agency system, as far as advancing the Indian is concerned, is detrimental instead of advantageous. Take as an illustration the poor ignorant foreigner who lands on our shores. You can recognize in the men that appeared before you to-day Sindhaha and White Horse, and others, men that you know have intelligence superior to that of a great many of those foreigners that land on our shores. And how do those men acquire independence? How do they become citizens and gain experience? It is simply by having to come in contact with the cold world and act for themselves. No agent to look after their interests; no one to protect them. They have to fight for themselves. Now, then, I say that the more you can make these Omahas attend to their own business the better for them. I believe in throwing this safeguard around them in regard to this land to protect them from being robbed. I do not object to the governmental supervision of this lease business, but I do object to the theory that they can not do anything without consulting the agent. I think they ought to be taught, on the contrary, that they are citizens of this State and they must go ahead; that the agency has nothing to do with them except to take care of the trust fund or disburse the trust fund which is sent to them, and a kind of a bureau for making out the leases as provided by the Government. I believe that is all, gentlemen.

Senator THURSTON (speaking to the Indians through an interpreter). We are very glad to meet you all here to day, and to hear your views on these questions that are so important to you. Our ears have been open, and your words have sunk into our hearts. We will think of them when we go to Washington, and we will do whatever we can when we go there to pass the best laws for your protection, to help you in taking care of your property, to see that you get the greatest possible money out of your rents, and to assist you in every way in bettering your condition, growing wiser, getting more knowledge of the world and how to do business, so that your children will be protected and all these properties that you have, and by the time they grow up they will be able to take care of it for themselves the same as the white man does. We are much obliged to you for your being here and talking with us. To-night at the Winnebago Agency we will sit there to hear the complaints of anybody, and to-morrow at Pender we will sit there nearly all day for the same purpose. Any of you who have anything more you wish to

say to us can meet us at either place, and we will be glad to hear anything more you have to say.

WINNEBAGO AGENCY.

At Winnebago Agency, at the office of Capt. William H. Beck, acting United States Indian agent, all of the members of the Congressional delegation heretofore named being present, on the evening of July 24, 1895, pursuant to announcement made as hereinbefore set forth, the following proceedings were had:

Senator THURSTON. At the meeting at Pender last night the Nebraska delegation were waited upon by a committee claiming to represent the present occupants of the lands held under supposed leases from the Flournoy Company, and at the request of the committee we held a session and listened for some time to the statements of the committee and the settlers. That meeting was largely informal, the delegation not being prepared to take a record of evidence at the time, and the statement was made by us there that we would meet at the agency this evening and be prepared to hear anything that any parties in interest desired to state concerning the questions which seemed to be involving the peace and quiet of this part of our State. In order that all our proceedings might be of the most public and impartial character, we notified the settlers that this meeting would be held to-night, and invited them, if they so desired, to appear here and participate or witness whatever proceedings were had. For myself, speaking as one of this delegation, I think we are here to-night, not to pursue any inquiry on our own motion, as we have not undertaken that at all, but for the purpose of receiving or hearing any statement of Captain Beck or any parties in interest, and if any parties wish to make any such statements we desire to do that in the most public manner. We will continue our session at Pender to-morrow morning at 10 o'clock, after the adjournment here, and hear and record whatever interested parties may desire to present to us, with a view of laying the whole matter and the evidence taken before the Congress of the United States. We desire that the representatives of the Government if they so desire, shall be present at all of our sessions, especially at the session to-morrow, when it is anticipated that the settlers will desire to be heard.

Mr. ALLEN. Captain, last evening at our meeting, the minutes of which have not been preserved from the fact that the reporter was not there, a statement was made that C. J. O'Conner, E. J. Smith, J. E. Blenkins, Thomas Ashford, T. L. Sloan, John Ashford, J. McKnight, and F. B. Hutchins were persons who had leased lands from you that had formerly been leased by probably the sublessees of the Flournoy Company.

Captain BECK. They and many others. But you must omit the name of Sloan, which is not in the list. (Referring to statement in the Omaha Bee.)

Mr. ALLEN. Now, the statement was made—I will give you the substance of the statement. The substance of the statement was that these parties, one of them, Mr. McKnight, was a relative of yours or your son's, and the other parties were in some way connected with the agency and in the employ of the Government. That statement was made—

Captain BECK. There are two of them. Ashford Brothers are the Indian traders here, and Mr. McKnight has married my son's wife's sister. Now, to show you the maliciousness of that statement and its

untruthfulness, I will just quote you a few persons who have leased lands on the same line to show you how eminently fair the whole thing is.

	Acres.		Acres.
John B. Porter.....	500	R. M. Stone.....	1,000
S. G. Wheeler.....	300	W. F. Wiley.....	500
U. S. Fruscott.....	400	E. A. Zeith (?).....	400
Herman Enke.....	150	M. B. Childs.....	500
Henry Schweigert.....	200	Oscar Bring.....	300
John Brennan.....	400	James Monier.....	1,200
M. E. Brinke.....	200	Thomas M. Rice.....	160
Patrick Jordan.....	80	Joseph Scruggs.....	800
F. M. Monroe.....	160	Frank Butts.....	160
Nels Talstrop.....	400	Henry Butts.....	80
Chris. Ansbacher.....	160	Joseph Blenkiron (only part of it Flournoy land).....	800
Gotfried Fuscher.....	280	Eniel Magneson.....	160
James W. Holmquist.....	500	———— Kuhn.....	700
Harrison Bare.....	500	John Ashford {.....	400
John Bare.....	400	John Jordan {.....	1,400
Henry Langmack.....	200	————.....	240
Henry Gottsch.....	320	————.....	320
Charles Lungvall.....	400	————.....	160
Charles Curtiss.....	80	D. A. McDougall.....	800
T. E. Leeper.....	500	W. M. Butts.....	80
C. J. O'Conner.....	600	Irving J. Brown (?).....	2,000
Charles McKnight.....	640	Louis Jopp.....	400
Thomas Bannon.....	160	————.....	120
Kelly & Loomis.....	160	Arthur Brinke.....	80
William H. Merry.....	200	S. A. Moore.....	80
H. P. Knight.....	700		
James McHenry.....	1,200		

NOTE—Owing to the fact that the above list of names was read rapidly by the captain, some of the names were afterward found indecipherable from the shorthand outlines.—REPORTER.

Captain BECK. That is a very incomplete list of those who have leased the Flournoy lands. A number of those are occupying the lands that always have occupied them under their leases from the Flournoy Company. Now you see the quantity of lands that the Ashfords have leased. They are having them improved, and all of those will do this.

Mr. ALLEN. Now what number of these persons that you have named are connected, directly or indirectly, with the agency?

Captain BECK. Nobody at all, except those you have named yourself—the Ashford Brothers and McKnight.

Mr. ALLEN. Of these persons that I have named here, Mr. O'Conner—

Captain BECK. A banker at Homer.

Mr. ALLEN. Smith?

Captain BECK. Lives at Homer. He is present.

Mr. ALLEN. Blenkiron?

Captain BECK. Bancroft.

Mr. ALLEN. Thomas Ashford?

Captain BECK. Homer.

Mr. ALLEN. T. L. Sloan?

Captain BECK. Here. My lease clerk.

Mr. ALLEN. John Ashford?

Captain BECK. Indian trader. Residence here temporarily. Residence, Lincoln, Nebr.

Mr. ALLEN. F. B. Hutchins?

Captain BECK. F. B. Hutchins, residence Sioux City, Iowa. The same subject has been gone over—this identical subject—brought forward by the identical persons, fully discussed and a conclusion

fully arrived at. Now, then, this is only an incomplete list. We have applications in for the land which would be very favorable to start with. They comply with the regulations under an act approved the 28th of February, 1891, showing how these lands could be leased. There has been no alteration since that time. It has simply been reliance on the part of some of the Government officials to carry out the orders. Our orders were clear and distinct. Mr. Brome, the attorney for the Flournoy Company, produced my orders in court, or had me produce them. They were read. They had my orders in July covering every specific point that has been raised. Now, he also saw my subsequent orders and every paper in connection with the subject up to the time of the decision of the United States circuit court. He was also present, of course, at the United States circuit court of appeals at St. Louis when the decision was made that these people were trespassers on this land; that the contracts were null and void. Now, then, there hasn't one particle of action been taken by me of my own volition. A telegram of the 19th of July—this is the 23d, I think—four days ago from Washington, states that the Department is thoroughly satisfied with my action in the case; perfectly aware of it, and that the action has been reported to it, which was the fact. In fact, they were reported up till last night, and to-morrow the report of this will go.

Mr. ALLEN. What have these lands been leased for? What will they average per acre?

Captain BECK. They have been leased, the pasture lands, for 25 and in some cases 30 cents, and the agricultural lands from \$1 to \$3. That is the highest price.

Mr. ALLEN. Three dollars?

Captain BECK. Yes, sir; from \$1 an acre to \$3. That, however, is a special case.

Mr. ALLEN. And the average would be about what—a dollar?

Captain BECK. Well, I think it would be greater than that, sir. I think it would average \$1.25 or probably more—no; I do not think it would.

Mr. ALLEN. Now, it has been charged, perhaps not so much in language as inferentially, that these persons whose names I have mentioned were mere speculators—mere hangers-on, in other words—and that they had distinct avocations themselves and did not lease this land for the purpose of cultivating it themselves, but for the purpose of subleasing it.

Captain BECK. Oh, I know that. I have heard it.

Mr. ALLEN. What is your understanding of that, Captain?

Captain BECK. I understand it thoroughly and entirely. There isn't one of those men who leased those lands that can sublease them; not one, sir.

Mr. ALLEN. How is that governed? By your lease?

Captain BECK. It isn't governed at all, excepting on account of some of these men trying to benefit these settlers this year, who are on this same land; by allowing them to remain there the report has been started that they are subleasing their lands. Mr. Ashford, I want you to tell Mr. Allen your experience with Mr. Benson, for instance.

THOMAS ASHFORD.

I leased a piece of land from him, or my brother did, and we drove out to see Mr. Benson—

Mr. ALLEN. Who is Mr. Benson?

Mr. ASHFORD. Ben Benson, his name is.

Captain BECK. He is one of these sublessees; one of the tenants.

Mr. ASHFORD. And when I drove up to see him—in fact, he knew my brother had leased the land before, and I think I had talked with him about it. And I asked him if he did not want to settle for this year, that he had the crop in and that, of course, I would want to see him get it, but we did not want to lose our money that we had paid for the rent of it. This land that Mr. Benson had he had leased from E. J. Smith. E. J. Smith was one of the ones that went in with the Flournoy Company in this case and got an injunction against Captain Beck, and he withdrew the suit and Beck withdrew the suit. My brother leased this land, and Benson had leased it last year at \$2 an acre. He paid \$2 an acre for it, in fact, last year, and agreed to pay \$2 for it this year. And owing to the circumstances I told Mr. Benson—Mr. Benson first wanted to know if I would give him a lease for it, and I told him I would not—I told him I would not do anything of the kind; that, owing to the circumstances, I would settle with him for \$1.25 an acre. That was 75 cents an acre less than he had agreed to pay from Smith. And he told me he didn't have the money, and he didn't offer security; said he wouldn't secure it. And before this, before I went out to see Mr. Benson, I looked him up and found out that he wasn't a man that would pay if he could get out of it. He didn't have a good credit. So I told him—he had the field in rye, 120 acres of rye—and I told him that we would not want to wait sixty days on him, for in that time he could have the crop off and disposed of. He didn't talk like a man that wanted to settle, anyhow, after he had agreed to pay \$2, and I was offering to settle with him at \$1.25. I thought if he meant to be all right and honest that that was inducement enough for him to settle that way.

Mr. ALLEN. Had he paid the \$2 to Smith, do you know?

Mr. ASHFORD. Yes, sir.

Mr. ALLEN. He had paid that?

Mr. ASHFORD. He had paid the \$2 to Smith.

Mr. SMITH. Last year.

Mr. ALLEN. Well, had he paid anything for this year?

Mr. SMITH. No, sir; not a cent.

Mr. ALLEN. Had Smith released him from the agreement?

Mr. ASHFORD. Yes, sir; that was my understanding from Mr. Smith, and when I looked him up Mr. Smith said he owed him \$30 on last year yet that he had not paid.

Q. Well, had Smith agreed to release him from this year's rent in consideration of his paying you?—A. Well, that was understood. I don't know just what the deal was between him and Smith.

Q. Or did you want him to pay \$1.25 in addition to what he had agreed to pay Smith?—A. No, sir; he knew that he wouldn't have to pay Smith; and, in fact, Mr. Benson come over, wouldn't speak to my brother about getting the land—wanting it—and there was nothing said about it. I didn't know but what he intended, from the talk he had here, but what he expected to pay the amount that he had agreed to pay Mr. Smith.

Mr. THURSTON. Mr. Ashford, what is your business?

Mr. ASHFORD. I am in the general merchandise business.

Q. Trader at the post?—A. Yes, sir; I have an interest here.

Q. Well, how did you come to be conducting this negotiation?—A. Well, I just went to get it settled up with my brother. It was my brother that was interested in it.

Q. Why didn't your brother do it himself?—A. We were together that day, and I commenced; I done most of the talking—I think I did. We both talked about it.

Captain BECK. The firm is Ashford Brothers.

Mr. ALLEN. Are you trading here as a licensed trader on the reservation?

Mr. ASHFORD. Yes, sir; but I don't live here.

Mr. THURSTON. How much of this land was leased by yourself or your brother?

Mr. ASHFORD. Sir?

Q. How much land was leased this year by yourself or your brother?—A. Well, I could not say exactly. I don't know just exactly how many acres there is.

Q. Well, about how much?—A. Well, I couldn't say. I couldn't come within—my brother has been attending to it. Probably 400 or 500 acres. There is about 600 acres of farm land and pasture.

Q. What time of year were these leases of yours made?—A. Made in the spring; this past spring.

Q. What time in the spring?—A. Well, as soon as—this piece of land that I speak of that Mr. Benson was on, that lease was gotten as soon as Smith withdrew his suit.

Q. Well, what time of year?—A. Well, I said this spring. I couldn't say exactly. Well, it was probably in May, I think, some time.

Q. Was the land seeded then—planted?—A. Yes, sir.

Q. You knew it was occupied and had been seeded by another party in possession?—A. Yes, sir.

Q. Were the other lands that your brother leased in this six hundred and odd acres—were they all in possession of other people and under cultivation?—A. No, sir; I think that Smith land was about the only land but what was gotten before.

Q. But what was what?—A. But what was gotten before it was seeded—the land was seeded.

Q. That wasn't what I asked you. Was all of this six hundred and odd acres that you or your brother leased—was it occupied by other people at the time you leased it, and by people having a controversy—having a lawsuit—at that time as to their right of possession?—A. Well, I think there is some of it; yes, sir. There is only—I think there is only two pieces of land, though, that there is any dispute about.

Q. How much of it was land that was being held and claimed by tenants of this Flournoy Company?—A. The Flournoy Company? Why, probably about 300 acres, I guess.

Q. Was there 300 acres occupied by anybody under any title or claim of lease?—A. Only the Flournoy Company.

Q. Then there were 300 acres upon which there were no leases or claims of leases?—A. Yes, sir.

Q. There was no question of about 300 acres of it?—A. No, sir. There was about 300 acres of Flournoy Company land.

Mr. ALLEN. Was all of this land that was under cultivation in crop at the time you leased it?

Mr. ASHFORD. No, sir.

Q. What proportion of that was under crop?—A. This Ben Benson's land that I spoke of was the only land that was in crop, I think.

Q. That embraced about how many acres?—A. One hundred and twenty acres.

Q. Under actual cultivation?—A. Yes, sir. That is, that was in crop at the time it was leased.

Q. What steps have you taken to take possession of the crops? Any?—A. Why, Mr. Benson was removed.

Q. Have you taken possession of the crop right?—A. No, sir; he paid for the use of it.

Q. Finally paid you the rent, did he?—A. Yes, sir.

Q. What did he pay you?—A. He paid me \$185 in cash.

Q. That would be \$185 in cash, and what else?—A. And his improvements. We valued the improvements at \$40, I think.

Q. And he paid you that for the use of the land this year?—A. Yes, sir.

Q. That made about how much an acre?—A. That made pretty close to \$2 an acre; not quite \$2 an acre.

Q. Have you subleased any of this land?—A. No, sir.

Q. Have you offered it to be sublet?—A. Why, no. I haven't made any deals of that kind; no, sir.

Q. You hold it for that purpose, do you?—A. Well, I don't know what I will do with it yet.

Q. When you rented it, did you rent it with a view of actually cultivating it yourself?—A. No, sir, I don't know that I did. We expect to have it farmed. I don't know what will be the plan of farming it yet.

Q. You expect to sublease it or hire it farmed?—A. I don't know; yes, sir; probably that way—by contract.

Q. You say 300 acres of the land is under actual cultivation?—A. About 300 of the total amount, you say?

Q. Of the total amount?—A. No, sir; there is more than that.

Q. How much?—A. There must be 500, I think.

Q. How long have you been a trader here at the post?—A. About two years.

Q. Have you heretofore engaged in leasing Indian lands?—A. I have got some land that I had before that was leased. The way that those first leases were made before Captain—

Q. Well, when did you first lease?—A. When did I first lease land?

Q. Yes.—A. Why, I had some land leased, I think, at least four or five years ago, under Major Ashley.

Q. And you sublet that, did you?—A. No, sir; some of that land I lost. The Captain leased it to other parties.

Q. Well did you sublet any portion of it?—A. Yes; I had 80 acres that I did sublet.

Q. And what did you pay for that land?—A. I paid, I think, \$1.25 an acre—no, \$1.10 an acre.

Q. And what did you get for it?—A. I got—well, I didn't get more than about 50 cents an acre out of it. One year I lost the year altogether.

Q. Well, what did your contract call for?—A. A dollar and—let's see—I leased it one year for \$125, and I think the next year \$150.

Q. Well, what would be your profit now—the difference between what you got and what you rented it for? What would be your profit?—A. Oh, probably on the two years, probably \$30.

Q. Now, as I understand it, you trade here by license—by permission?—A. Yes, sir.

Q. You have no right to trade without permission to do so?—A. That is the way I understand it.

Q. And in that sense you are looked upon as practically one of the agency officers here with Captain Beck, or whatever agent may be here. Has it ever occurred to you that it was a little bit indelicate to deal in Indian lands when you were a post trader here?—A. Well, I didn't

think the extent that I was dealing in it or in the deal that was made, that it cut much of a figure.

Q. Well, the extent probably would not govern the question.—A. Well, no; in fact, not at all. I never thought of that.

Q. You felt yourself perfectly at liberty to use your position as a post trader, and the knowledge that you gained of the Indians and their lands—A. I didn't think I was violating any rule or law by so doing.

Captain BECK. You are not. You have a perfect right to do what you have done.

Mr. ALLEN. Well, probably not any statute, but did it occur to you that it was questionable practice?

Mr. ASHFORD. No, sir; it did not.

Q. Your position as post trader has given you, of course, a large acquaintance with the Indians?—A. Yes, sir.

Q. Their peculiarities?—A. Yes, sir.

Q. Their fitness for business or their unfitness?—A. Yes, sir; we could lease thousands of acres of land if we—

Q. The location and value of their lands—rental value?—A. Yes, sir.

Q. And you have utilized that knowledge somewhat in leasing land?—

A. Well, to a very limited extent. We could lease all the lands we wanted to. We could lease lands enough to keep a force of men busy at that and nothing else if we wanted to. But we thought very little of the scheme of leasing lands, and therefore haven't got but very little leased. We probably have as good an opportunity as anybody to lease lands if we wanted to; probably better.

Q. Have you at any time gone to any of these settlers and exacted of them a given amount of rent—that is, during this year—with a threat that unless they paid you the rent or secured it to you that you would have them evicted?—A. No, sir.

Q. I do not know whether your name was used last night in that connection or not. I do not recall the statement clearly. But a statement was made at the meeting last night that in some instances parties like yourself to whom leases had been made this summer had gone to tenants or sublessees of the Flournoy Company and said to them that they would employ the police force of the agency here to evict them unless they would give from \$2 per acre to one-third of the crop as rent for this year. I do not recall that your name was used in that connection. It may have been. That is one of the subjects that we will probably investigate to-morrow, and therefore I ask you the question now.—A. No, sir.

Mr. THURSTON. How was Benson removed from the land he was on and cultivated?

Mr. ASHFORD. Well, he was moved by the police force.

Q. Was that after you had your lease of the land?—A. Yes, sir.

Q. And at that time you held the legal title and right of possession?—A. Sir?

Q. At a time when you held the legal title and right of possession?—A. Yes, sir.

Q. You did not bring any suit in ejectment or forcible detention, or go into the courts for the purpose of ousting him?—A. No, sir.

Mr. ANDREWS. Is this the piece of land that was leased by you in May, this piece that the Senator speaks of?

Mr. ASHFORD. Yes, sir; I think probably that would be about the time.

Q. Then you leased this land after it was seeded at least to some extent and then proceeded to the ejectment process that you just mentioned?—A. How was that?

Q. Then, if I understand you correctly, you leased it in May, after it had been seeded at least to some extent, and then proceeded to this ejectment process later on?—A. Well, I didn't—the land was leased along in May, and the man was put off the land, I think, in July.

Q. But this man that was ejected in July had been cultivating the land right along, had he?—A. Well, it was a crop of rye.

Q. Well, he cultivated the crop?—A. This crop was sown last fall.

Q. Well, he had been on it cultivating all the time till July?—A. Well, the crop of rye was sown last fall.

Q. Well, he had been proceeding with a crop, in possession of it, from May till July?—A. Yes, sir; he was in possession of it. Yes, sir; that's right.

Mr. THURSTON. Was he living on the land?

Mr. ASHFORD. Yes, sir.

Q. Have a house there?—A. Yes, sir.

Q. Family?—A. Well, I don't know whether he had a family or not. He was a married man.

Q. Any other crops except rye?—A. Not on this particular piece of land there wasn't.

Mr. ANDREWS. Was there on any portion of this land covered by this lease?

Mr. ASHFORD. Sir?

Q. Was there any other crop on any portion of this land covered by this lease that you speak of?—A. No, sir.

Q. Then the only crop covered by this lease now in question was a piece of rye?—A. Yes, sir; that was all. And for that piece of land he had agreed to pay \$2 an acre, and I think Smith told him that he wasn't in possession. Didn't you tell him, Smith, that you were not in possession of the land any more?

Q. Has the rye been harvested?—A. I don't know, sir, whether it has now or not. And, as I tell you, I went out there and told him, and I think Mr. Benson will not tell you that I threatened to eject him or anything of the kind. I tried to reason the matter with him, and he told me when I first went out there, or along about the first talk he had with me, something like this: He says—he is a Swede and talked kind of broken—he said there was "too damned much monkey business on this reservation, anyhow," he says, "and I am not going to pay now till this is settled." So I told him, I says: "Mr. Benson, this fight by the Flournoy Company doesn't concern you. You agreed to pay \$2 an acre for this land, and it seems to me if you want to be honest with me or mean to pay anyone that you would be very willing to have it settled for \$1.25 an acre under these circumstances." And he asked me if I would give him a lease, and I told him that I wouldn't—

Mr. ALLEN. Mr. Ashford, what has become of this crop of rye?

Mr. ASHFORD. I think Mr. Benson harvested it.

Q. Was he actually ejected before he paid you?—A. Yes, sir.

Q. And then he paid you by way of compromise to go back and cut the crop?—A. Yes, sir; I suppose so.

Mr. ANDREWS. Do you know whether he paid or claimed to have paid any rent to any other company or not?

Mr. ASHFORD. Yes, sir; I do. I asked him. He had no notes out. Some of those people—that's the talk, anyhow—that they have got notes out with the Flournoy Company for this year's rent. But Ben-

son's deal was entirely different. He had no notes. I don't think that he secured for this year's rent under the old lease; did he, Smith?

Mr. SMITH. No; he had no lease.

Mr. ASHFORD. Had not given you any notes?

Mr. SMITH. No.

Mr. ASHFORD. Mr. Benson admitted to me that he was to pay \$2 an acre, though.

Mr. THURSTON. How long had he had a lease, Mr. Ashford?

Mr. ASHFORD. Why, I don't know how long he did have.

Q. That is, when did he claim to get a lease from the Flournoy Company?—A. He never had any deal at all with the Flournoy Company.

Q. Well, from Mr. Smith?—A. I think that last year was his first year.

Q. And what period was it to run for?—A. I think this year was the last year; wasn't it?

Mr. SMITH. The land Mr. Benson was on was land that was broken. It was land that I had broke myself. He farmed it one year and paid me for it; leased it one year at a time. That was under the old way of leasing. And he went on, or stayed on there. He was on the year before this. He went on and agreed to pay me \$2 an acre provided I held the land. It was that time—I had an injunction in the United States court then, and withdrew the case and commenced leasing my land from the captain. And this land had been applied for by the Ashford Brothers and leased. I told Mr. Benson that he did not need to settle with me for that land; that I did not have it any more. This land was all broken when Mr. Benson was on there, and he put \$30 worth of improvements on there, which I agreed to pay him for.

Mr. ANDREWS. Had you exacted from him any promissory note or security?

Mr. SMITH. No, sir; I hadn't a scrap of a pen against him.

Q. You had simply a verbal understanding?—A. Simply a verbal understanding with him, and he was to give me a note or security this spring.

Q. When he settled with Mr. Ashford here you surrendered your interest or right to that rent?—A. Yes, sir; I had no lease or note.

Q. You do not now make any claim against him for it?—A. None whatever, and I told him.

Mr. THURSTON. You collected \$2 an acre from him the year before.

Mr. SMITH. Yes, sir; that is what I was to have had, but I compromised with him for a good deal less. He gave a couple of mortgages on the crop. I don't know just what I did get out of it.

Q. What money you got from him you kept?—A. Yes, sir.

Q. You did not return it to the agent or to the Indian who owned the land?—A. No, sir.

Mr. ANDREWS. Then really the Indian got nothing out of it for the that year?

Mr. SMITH. Yes; I think he did. I paid him through the bank. That was under this old way of leasing.

Mr. ALLEN. What did you pay the Indian for the lease, Mr. Smith?

Mr. SMITH. I paid him 50 cents an acre and broke it out for him.

Q. The breaking cost him nothing?—A. No, sir.

Q. Went in as part of the rent. That is correct, is it? The breaking went in as part of the rent?—A. Well, there was nothing said about it. I simply paid him 50 cents an acre for the land and was to break it out, which I did. Only I was to have had a lease for two years longer—that was this year and the other—at the time I broke it. I surrendered that part of it.

Mr. ALLEN. Now, Captain, where did you stop?

Captain BECK. Well, I stopped here at this contention about that list of land which has been leased, many of which leases have been made to the sublessees of the Flournoy Company. Now, Mr. Ashford's experience with Mr. Benson I happened to think of because I had been spoken to about it; but there are many more leases made and applications made which are just as good as leases—will be as fast as this office can get to them—by sublessees of the Flournoy Company for their land. There are a few of those people—but it is too long a story to go into now. As I say, it has been satisfactorily explained to the Department, and every action of mine relative to these people has been in accordance with instructions received. According to those instructions, I am not bound to wait on anybody. The mere fact of a man putting seed in the land after he has been told not to certainly gives him no title or no equity. They were all notified January 1, all notified in February, all notified before. Mr. Jennewein's delegation was notified the other day, but it don't make any difference how much we notify them, they must go and tell the story over again, and that is just what they have been telling to you. This is the identical story. The purpose is to defeat the Government in its efforts to vacate that land and have it leased properly.

Now, my judgment in this matter is this: They have had latitude enough. They are entitled to nothing whatever excepting what the Government may choose to grant them. I say now, and again and again, as I have said probably five hundred times: "Come in and lease the lands under the regulations and you can have it." But men come in here and say: "I haven't got the money to pay the first six months with. I don't know anybody to go on my bond." That settles it. That is a requirement they must comply with or they can't lease. This institution is not for the purpose of caring for paupers. An Indian reservation is not for the purpose of taking all the poverty-stricken people it can get on the land and taking care of them. That is the view of the Department. They must pay the first six months' rent the day the lease is signed. They must put up a bond for the entire value of the rent for the number of years that they lease it, and the Indians must have a fair price. As I said before to-day, but not in connection with this direct subject, the Indians for 1895 have not yet received a dollar for their unallotted lands. On the expectation that these people—

Mr. ALLEN. Now, I understood a representative of the Flournoy Company to say last night that all rent had been paid up to 1895, and that a large portion of the rent of 1895 had been paid by them.

Captain BECK. I would like to have him produce his Indians.

Mr. THURSTON. And that all had been paid as far as any demand had been made for it. That was the statement that was made last night.

Captain BECK. Well, there is no use saying anything about it at all. I make the broad statement right now that these Indians have not been paid for 1895 for their allotted lands, and I mean to say that if they have been paid they have been paid at the rate of 16½ cents an acre for lands for which the Flournoy Company received \$2 and \$2.25. That is what I mean to say. I mean to say that they have been robbed right straight through of thousands and thousands of dollars by this Flournoy Company when they had not a semblance of a title, and I think it is about time we have an end of it.

Mr. THURSTON. Have they been paid up to 1894?

Captain BECK. Up to? Including? No, sir; they have not been paid for 1894. No, sir; they have not.

Mr. THURSTON: Have they been paid for 1895?

Captain BECK: They have not been paid for 1895. There hasn't one dollar of money been paid for the unallotted lands on the Winnebago Reservation by the Flournoy Company for 1893, 1894, or 1895.

Mr. THURSTON. Now, what amount of land do they claim to hold?

Captain BECK. They claimed to hold 30,000; I showed that they hold 37,000 acres, and they hold over 40,000.

Mr. THURSTON. That is, they claim to hold 30,000 acres of unallotted lands?

Captain BECK. Oh, no; no, sir; lands.

Mr. THURSTON. Now what proportion of that is unallotted lands?

Mr. SLOAN. About 3,000 acres.

Mr. THURSTON. And your statement is that they have not paid the Indians the rent for 1893, 1894, and 1895?

Captain BECK. For the unallotted lands, is what I say, exactly.

Mr. THURSTON. Now, how about the allotted lands?

Captain BECK. They have paid a small proportion for 1893 and a small proportion for 1894.

Mr. THURSTON. Can you tell about how much?

Captain BECK. No, I could not, because the Indians go there and they get it in such small sums that it is impossible for anybody. A Philadelphia lawyer could not keep the account. The Indians do not get any too much, though, you can rest assured.

Mr. THURSTON. What has been the average rental?

Captain BECK. Average 16½ cents an acre for everything, agricultural and all.

Mr. THURSTON. And they have broken it?

Captain BECK. They have broken it all out, practically, unallotted and all.

Mr. THURSTON. Do you know how they have been paid?

Captain BECK. The Indians?

Mr. THURSTON. Yes. Have they been paid in money, or in what form?

Captain BECK. In orders on stores, broken-down horses, groceries, a few dollars in money at a time; five dollars, and so on; ten dollars; twenty.

Mr. THURSTON. Do you know who compose the Flournoy Company?

Captain BECK. I know who compose it since I have been here.

Mr. THURSTON. Well, who are they all?

Captain BECK. There is John S. Lemmon, John F. Myers, A. W. Turner, secretary, and I think that one Mr. Myers, I don't know which one it was exactly, was the manager when I came here, but dropped out. Some others had a few shares.

Mr. THURSTON. Do you know whether they have paid up their capital—

Captain BECK. The actual capitalist, as I have been reliably informed, was John F. Myers, the only man that put a dollar in.

Mr. THURSTON. That would represent about how much?

Captain BECK. I should judge about \$4,000, from what I was told.

Mr. ANDREWS. There is an important item that I should like to understand. It is affirmed on the one hand, and the books are offered in evidence to prove it, by the company, that these rents have been paid up to 1895 and a portion in 1895, principally for allotted lands. Now it is affirmed by the Captain that these rents have not been so paid. What documentary evidence could you supply us with to sustain your position?

Captain BECK. None whatever, but my statement is as good as their books, any time.

Mr. ALLEN. Well, I suppose you naturally would not have any.

Captain BECK. Well, I am going a little farther, though. I will show you where I have won suits against them for money not paid. I have got judgment against John S. Lemmon, for instance—\$1,675 with interest—for rents not paid Indian minor children. We got judgment in court here less than four weeks ago for \$475.90 against John Myers—or \$475.96, whatever it was, against John F. Myers—money that hasn't been paid for five years to minor Indian children for whom he was guardian, and we have only begun the suits.

JOHN F. MYERS. That guardianship case is still pending in court. They have appealed it. That is the way it stands. There is no judgment of that kind whatever, and the parties made no demand to me whatever.

T. L. SLOAN. If I am permitted to do so, I will say that I acted as attorney in the cases. I will say that the records at Pender, in the probate court, show that John Myers was appointed guardian in February, 1890, for two minor children; that there was not an accounting made nor a report made by him from that time until last spring, when I filed in behalf of those children a complaint to make him do so. Also against John Lemmon, wherein the finding against him was that his accounts were false and untrue and not of the character that should characterize the duties of a trustee, and that he was therefore removed and a finding made against him of \$1,605—money belonging to two little children who had been in want and in need during the entire time. There was, also, another child for whom John Myers is guardian, in behalf of whom another judgment and finding will be obtained in the same manner as the one that is passed on—two sisters for whom he was guardian. The records will also show that the other member of the company, A. W. Turner, was appointed a guardian for land on the reservation, for which not a single finding or report has been made in the last four years. And I can bring by 10 o'clock tomorrow morning little children here, and one boy now just 21 years old, who is the owner of 160 acres of land, who has never had a cent, and out of the 160 acres 120 acres has been broken and in use for four years; another 80 acres—two children, 40 acres each—used by George Anthony, leased to him by the Flournoy Company, and no money paid except \$8 the whole time, and that has been used for four years past. Now, that is only a few of the cases that I have to particularize, and which the records at Pender show plainly—more plainly than anything I can say.

Mr. ALLEN. Now, Captain, I would call your attention to another statement that was made. It is due to you that you should know all of these statements as far as I can recollect them. I think it was stated to us last night that these gentlemen whose names I read to you a few moments ago from this little book, and yourself and others, were engaged in a kind of a conspiracy to get these lands among yourselves.

Captain BECK. Well, I think it would be hardly necessary for me to make any statement relative to that. That has been made before, you know, and I have defeated it and proved it otherwise, and really it is humiliating to even consider it. They are simply infamous scoundrels when they say so, and they lie right straight through.

Mr. ALLEN. It is due to you—

Captain BECK. That's all right, but I want it understood that they are infamous liars.

Mr. MEIKLEJOHN. May I inquire what is the lowest price per acre that you have leased any land for?

Captain BECK. Grazing or agricultural purposes, or both?

Mr. MEIKLEJOHN. First grazing, and then agricultural.

Captain BECK. Twenty-five and 30 cents for grazing, and \$1 and upward for agricultural lands.

Mr. ANDREWS. What is the maximum amount?

Captain BECK. Three dollars. In other words, I have raised the price of land in some instances here 100 per cent on agricultural lands. On the Omaha Reservation I have made nearly 500 legal leases. All are legal leases there with the exception of that land held against me by B. T. Hull & Sons on an injunction, probably 2,600 acres, probably 2,000 allotted and the rest unallotted lands. The prices on those lands were increased when they were paying a dollar twenty-five per cent, and as high as 30 per cent when they were paying more. I get as high as \$2.50 for some of the land there; for considerable of it \$2.

Mr. ALLEN. Now, Captain, these lands that you have rented, in fixing the price have you taken into consideration the proximity to market, the quality of the land, and the degree of improvement?

Captain BECK. Sloan, get me a lease, will you? I will just show the gentlemen how it is done. We will explain the whole question in a nutshell. There are a few. [Indicating leases.] You can count on the fingers of your two hands all of these fellows—

Mr. ALLEN. Will you let us have a copy of one of those leases as a mere sample?

Captain BECK. I will give you a blank, yes, sir. Now, I will read you some of the certificates that I make, and I want to ask you if, in your judgment, it should not behoove me to be very careful: "Agent's certificate. I, the undersigned, Capt. W. H. Beck, United States Indian Agent at the Omaha and Winnebago Agency, do hereby certify on honor that the above-named E. P. Walker, party of the first part to the foregoing indenture of lease made the 16th day of November, 1893, with said Mattie A. Dodge and William A. Dodge, party of the second part, is the identical person (or the guardian or legal representative thereof) to whom the tract of land described in and covered by said lease was allotted." That is my certificate that the allotment is right. I want to say right here that a large number of the Flournoy leases were made fictitiously; that the persons with whom leases were made never existed.

JOHN F. MYERS. The Flournoy Company hasn't a lease of that kind of any description.

Captain BECK. I can show you thirty of them. Not only that, but it can be proven that they have paid money to the wrong persons individually. That can be proven.

Mr. MYERS. We have got no leases of that kind, and money has been paid to the proper persons in every instance.

Captain BECK (reading). "I further certify on honor that said E. P. Walker"—

Mr. MYERS. We haven't done that kind of business, and I want—

Captain BECK. I don't want any more of that, sir. I want you to understand—

Mr. THURSTON. Captain, I would like to make an inquiry whether we are in charge for the purpose of this inquiry in this office now, or not?

Captain BECK. Well, Senator Thurston, I haven't the slightest desire to be in anyway offensive to you gentlemen, and I would think you would know that, but when this man, who has just been arrested on a

warrant issued by the United States district attorney, comes here to this office and disputes my word, I don't think you can consider I am violating any law of hospitality.

Mr. THURSTON. Captain, we are here for the purpose of conducting a most impartial inquiry. We desire to render you every possible respect as a representative of the United States Government here.

Captain BECK. Well, then, I beg your pardon. Will you be good enough to keep this man silent?

Mr. THURSTON. But we also have invited all these men to come here and meet us, and without regard to whom these people are or whether they hold any official position or whether they are under charge or under arrest. We recognize no distinction between citizens of the United States before us at this hearing, and if we are in charge of this place during this hearing we will attend to the matter of the preservation of order and reprimand, whenever and wherever it is necessary, any person in attendance. If we are not in charge for that full purpose it will be our pleasure—at least mine—to retire from the room.

Captain BECK. Very well, Senator Thurston. But I was not aware—

Mr. ALLEN. I think, Senator Thurston, it is altogether improper that while the Captain or any other person is making a statement he should be interrupted.

Mr. THURSTON. There is no question about that, and I think the gentlemen conducting this inquiry will see to it.

Captain BECK. I was not aware, sir, that this was a formal investigation. I thought it was essentially an informal one. I am not aware that it is an authorized investigation, Senator Allen.

Mr. ALLEN. No; this is not an authorized investigation. What we are endeavoring to do, Captain, is to find out the facts here from inquiry of the settlers, the Indians, and yourself.

Captain BECK. That is what I supposed; and I did not suppose that I was violating any parliamentary rule when I was attacking a man who had the impudence to interrupt me under the circumstances. That man, although he may have been invited here by this honorable body, had no right to interrupt me under any circumstances, and he must not do it.

Mr. THURSTON. I will agree with you, Captain Beck, that it is not a formal investigation in the sense that it has been directed by any act of the Congress of the United States; but it is being conducted by the Nebraska delegation in Congress for the purpose of laying the result of our inquiry before Congress when it assembles, and possibly for the further purpose of making our recommendations, if they are of any weight, to the Department having charge of this Indian reservation—

Captain BECK. Very well, sir; all that I request—

Senator THURSTON. And I think we are fully in accord with you in the proposition that no witness or no person invited to speak before this delegation shall be interrupted, or that anything shall be said with our consent that in anyway is offensive to any party who comes before us.

Captain BECK. The intention of the man was to insult me. I know him.

Mr. ALLEN. Now, Mr. Myers, let me make a suggestion, and to all of you gentlemen. You are all going to be given a full and fair opportunity to be heard. Now, don't take advantage of your position here to interrupt anybody that is making a statement. If the statement is not correct you will have an opportunity to correct it. Now, go on, Captain.

Captain BECK (reading): "I further certify on honor that said E. P. Walker can not personally and with benefit to herself occupy or improve the premises described in and covered by the said indenture, for the reason that she is a woman without male representative, and that I have personally visited the said tract of land and examined the character of the same as far as it was practicable for me to do so, and I find that it is rough, unbroken bottom land. I have also secured the written testimony of John Pilcher and Thomas Sloan, credible, disinterested persons fully competent to judge of such matters, as to the character and quality of said land; and I am satisfied therefrom that it would be to the manifest advantage of the allottee to authorize the lease, and that the land can be occupied, used, and improved more advantageously and profitably for the purposes named in the lease than for the other purposes named in said act, and I consider the said rent agreed upon to be a full, fair, just, and reasonable rental for said premises, and the most desirable obtainable. I further certify from my personal knowledge and from general reputation that the allottee is dead"—this lease, you remember, was written for the representative—"and that the proposed lessee is a farmer of good reputation, and, in my judgment, the presence of the said lessee will be beneficial to the Indians. I further certify that the contents, purport, and effect of the lease were explained to and fully understood by the lessor, and that said lease was signed and sealed in my presence, and is in every respect free from fraud or deception, and that I am in no respect interested in said lease."

Now, when I tell you I have signed 750 of those, I consider it a deadly insult for any man to dare challenge my position in the matter, I don't care who he may be. The whole system of this office in the leasing of these lands is in exact, direct, positive accordance with the rules and regulations of the Department sent to me, not only generally, but from time to time questions that may arise are sent to the Department for decision, and there isn't a paper that escapes the rigid scrutiny not only of the Commissioner's office but of the Secretary of the Interior's office, to which they finally go, and where they are finally approved.

Mr. ALLEN. These leases are sent up for approval, are they, to the Department?

Captain BECK. In all cases. Bring that lease again and show the Senator the back of it, and whose hands it passes through. Now, there is one point, while you are looking at that, that will explain—that will do away with a great deal of the—do away with a great many ideas. Now, I will tell you the system of leasing. Now, I am sitting at this desk—this is my desk. An Indian brings a man in to me. He says, "I want to lease my land to this white man." I say, "At what rate do you want to lease this land?" "Well, he has offered me a dollar, or a dollar and a quarter." I drop it; that is enough. "Where is it?" "Southeast quarter of the southeast quarter" of so and so. We know the country pretty well, and we can fairly determine the value of the land. I say, "Well, that is enough for that land. That is a fair price for it. You have determined to take it?" The Indian says yes. Then we ask the intended lessee, "Who are your bondsmen? What bondsmen have you to give for this land?" "Well," he says, "I can give John Smith and Richard Jones." Well, they are good. I accept them, and turn the parties over to Mr. Sloan, who is the lease clerk. "Mr. Sloan, you make a lease to John Brown from this Indian. Examine the records, however, first, and see if this land has been leased by this Indian before to anybody." Now the records of the Flournoy Company, or the records of E. J. Smith, or of B. T. Hull & Sons, or of any others,

are not in this office. I don't know what lands they have leased, and don't want to know; have nothing to do with it. But it is apparent on my records that no such land has been leased legally through this office; hence, I lease it. Now, if it chances that there is on that land a man who has seeded the land for this year, he must suffer. That is all there is to it.

Mr. ALLEN. You require the payment of six months in advance?

Captain BECK. Six months in advance when that is signed by me.

Mr. ALLEN. And all these leases are for cash?

Captain BECK. For cash only.

Mr. ALLEN. What does that bond require?

Captain BECK. The bond requires that the full amount, the entire rent for the length of time for which the land is rented, shall be guaranteed by two securities.

Mr. ALLEN. Could you spare us a copy or two of the blank bond?

Captain BECK. It is in the lease. You have a copy of the lease.

Mr. ALLEN. Oh, yes; we have it there.

Captain BECK. Yes, sir. Now, above and beyond all, gentlemen, there is one thing to be remembered right now. It makes no difference what the Flournoy Company says about it, or what these settlers say, or anyone. These Indians have not been paid for the lands this year, even if they have been paid a moiety by anybody. Their lands this year are worth what the settlers pay for them or gave their notes for, or what I can get for them, in other words. The Indian is certainly entitled to his dollar, to his dollar and a half, or two dollars, as the case may be, for his lands this year, and it must be paid him so far as my orders go.

Mr. ALLEN. One other question I want to ask, Captain. I understand from the proceedings to-day that in all you have done in leasing these lands and in ejectments you have acted directly under orders from your superior officer—from the Indian Office?

Captain BECK. Always, always. Sloan, open the safe and give me that letter book. I will read you my last telegram to the Commissioner and his telegram in reply. I don't take any chances of making a mistake, you know, as far as my orders are concerned. And to show you how unwarranted the action of these people has been in buying arms and making threats: I was in Sioux City when the notice was sent here about this injunction—this State injunction—and I received notice of it on the morning of the 18th. I immediately went to the telegraph office and telegraphed, "An injunction against myself, several employees, and lessees who have leased properly has been issued by Judge Norris, of the district court of the State. I have not yet received official service or notice of the injunction. Men from Pender are in Omaha buying rifles and 1,000 rounds of ammunition to arm 100 deputies to arrest my police. I have gone on steadily evicting those who would not lease regularly. Peebles, as usual, making himself prominent in the matter. I request instructions as to obeying injunction if they succeed in reaching me and serving notice. Please answer here."

Mr. ALLEN. Who was that addressed to?

Captain BECK. Addressed to the Commissioner of Indian Affairs, Judge Browning. His reply was: "I can not advise you to disobey injunction if issued by district court of State. Consult district attorney as to what steps shall be taken to discontinue the proceedings or have them removed to Federal court, or as to what steps shall be taken under the circumstances. Copy of your telegram sent to the Secretary of War for his information. E. M. Browning, Commissioner." I then

telegraphed Mr. Sawyer: "An injunction has been issued against me and others by district judge of State court. Will you take action at once to have the same taken before the United States court or answer in State court? Please answer here." To which was replied: "The matter will receive due attention."

Mr. ALLEN. Each step that you have taken has been substantially under direction—

Captain BECK. Just about the same way as that. I would be very foolish, you know, to do anything of my own volition. I am only here to represent the Government of the United States, and when these people charge me with doing anything they are charging the United States Government with doing it, that's all. I will have been in the Army thirty years very shortly—next October—and I am not now, at this end of my career, going to make any particular mistake about obeying orders. I will obey orders. If they tell me to evict these settlers to-morrow, and not obey this injunction, I will do it if I can, and I think I can do it.

Mr. ALLEN. That is good army discipline.

Captain BECK. Well, that is what the law means, isn't it? What do you pass the laws for, you gentlemen? You pass them to have them obeyed.

Mr. ALLEN. Now, Captain, I do not know; you must consult your own convenience about that, but I think probably it would be advisable for you to be at our session to-morrow.

Captain BECK. I do not see how it is possible. I have matters here to attend to, and it is a tremendous drive over there—32 miles.

Mr. MEIKLEJOHN. Might I inquire if you would be willing to furnish the delegation, and if you could do so, with leases made, names of lessors, names of allottees who are the lessors, with the amount of rental per acre in each lease? That is, a duplicate statement.

Captain BECK. If you do not want it in less than two months I could, because you must remember that I have—

Mr. MEIKLEJOHN. May I inquire, do you retain a copy or the original lease from the Indian in your office?

Captain BECK. That is just what I have been showing you, copies retained in my office of all leases.

Mr. ALLEN. I think Mr. Meiklejohn means if you would furnish the names there.

Captain BECK. I have got 750, and to make out from that a duplicate statement of the amount and number of acres is work; and I only have one lease clerk, and I work till 12 or 1 o'clock at night on the correspondence myself at least four nights out of the seven—till 12 or 1 o'clock in the morning.

Mr. ALLEN. Do you furnish duplicates for the Department offices?

Captain BECK. Always. You will find a report for 1894 in the office of Mr. Browning. It is simply—the work here is enormous. I applied for an extra clerk last week and could not get it.

Mr. STRODE. Now, Mr. Ashford—you say the Ashford brothers leased. Is that all in one lease, the 600 acres?

Captain BECK. Oh, no; it is in several leases.

Mr. STRODE. Each allotment is in a separate lease?

Captain BECK. Oh, yes, of course. The Indians are paid direct. I have nothing to do with their money any more than you have.

Mr. STRODE. Now, the lease that was made to the Ashford brothers of this Benson tract of land upon which this rye was growing, have you that lease here to-night?

Captain BECK. I do not know whether it is here or not. Sloan, is it here, or has it gone on?

Mr. SLOAN. It went off with the last number of leases before. I think there is a copy of the lease in the letter book. There is a memorandum of it.

Captain BECK. The letter of transmittal.

Mr. STRODE. Mr. Ashford, have you your copy of that lease?

Mr. ASHFORD. No, sir.

Mr. STRODE. What became of it?

Mr. ASHFORD. They all go together.

Captain BECK. The three copies go to Washington together, sir, for approval, and are returned to me and distributed from this office.

Mr. ASHFORD. It is \$1 an acre for the land that was broken.

Captain BECK. Now, for instance, on the 10th of July—I think that is the 10th, isn't it?—there were forwarded those leases to Washington. "I have the honor to transmit for your approval the following leases, to wit." A large number of them.

Mr. ALLEN. That includes the Benson lease?

Captain BECK. That includes the Benson lease, lease No. 576. Then comes the Omaha leases, then the Winnebagoes. Now, Sloan, you can make that statement as to the Swan J. Larson matter. Now, Mr. Larson came into this office, and I agreed to lease to him if he could get the Indians to lease to him. The Indian must make the first agreement. I can't do that. I can't make the agreement with a man. The Indian must make the agreement with the man. They must be "agreeable" is the word used, and then they come before me. Now, then, I told Mr. Larson he could have the land, that 720 acres he got in one piece. This is one of the Flournoy men. I leased him that, closed it out with him. Now, then, he had a lot of other land that he wanted to lease, and I told him all right; fixed that up with him, if it wasn't leased. Now, then, right in there came a suit for recovery on some of the minor children's land that he owed for. Since that time he hasn't come back yet. Tell them about that suit; about Mr. Larson.

Mr. SLOAN. If you gentlemen are willing to hear me I will explain the matter.

Mr. THURSTON. Certainly. We are here to hear everyone.

Mr. SLOAN. There was a man by the name of Little Thunder Peterson, who died in the year 1889, about December. On the following July John S. Lemmon was appointed administrator of the estate and guardian for two of the children. There were three of them. He made a lease as administrator and guardian, including the land of the two children for whom he was appointed guardian; and the land of the deceased person for whom he was administrator, and for the other child for whom he was not appointed guardian he made a lease as administrator. The lease was made to R. J. Thorpe (?) and transferred from him to the Flournoy Company. That is now about four years ago. Recently this boy came and asked me to assist him. I had Joseph Lamier appointed guardian for this boy, and sued Swan J. Larson for the use of the land for two years past and recovered judgment for \$200. He then appealed it, signing a bond for himself at that time and also a bond in another case in an action of forcible entry and detainer to recover the land for which John Myers was guardian and from which he has been removed, and upon his doing that I told him he was assisting in the robbery and conspiracy for that purpose against these minor children, and that he need not come here to make any leases, and that I would put that matter before the captain just as it was, and that I

should state to him that he was not a proper person to have a lease from this office. I did so, and that has been recently, and he has been gone since. He has leased or has still an occupancy beside the land of this deceased person and those included in the administration and guardianship of John S. Lemmon, a portion of which was sublet. Some 160 acres or more—probably 240—he has subleased to a man by the name of Peter Bremer, who is occupying the land and farming it.

He also came in a short time before that and asked about a certain piece of land which had been leased a few days before. I looked up the land according to his description, and recognized immediately from the owner that they had been in either three or four days before and made a lease to a little fellow by the name of Chris. Ashbacher. Larson then told me, he says, "I have got a crop on that land, and that fellow has come in here and leased it out from under me." I says, "If he has done that, why I will hold the lease and see that you get a chance to straighten it out. I won't allow him to take any unfair advantage of you." I gave him a letter to Ashbacher for that purpose. He went down and read the letter to Ashbacher, and Ashbacher, with a friend, came in immediately and said that his partner, who was living with him, had subleased the land from Larson and had a crop on it, but he was unable to pay for the land according to the regulations of the office, and asked that Ashbacher be allowed to lease it and get the crop off of it for this year. I asked a number of the neighbors and men in that vicinity as to the truth of his statement, and they confirmed it; and according to that, with the other circumstances, and the combination to beat these orphan children out of their rights, I told Larson that I did not want to have anything to do with it, and that I should report the whole business to the Captain. Since then he has gone into the injunction suit.

Mr. MEIKLEJOHN. Might I ask how many acres of land have you leased?

Mr. SLOAN. I have 360 acres of land on the reservation.

Mr. MEIKLEJOHN. The charge was made, I believe, last evening by someone that this course had been followed; that an applicant would call at the office to meet you, and you would state to him that if he wanted to lease a certain tract of land that he would have to see the Ashfords, the traders at this agency. Is there any truth in that statement?

Mr. SLOAN. No, sir; I have told them that in some instances where the Ashfords had a lease that they had the land.

Captain BECK. When did you lease this land, Sloan?

Mr. SLOAN. Why, I leased it, I think, three years ago, prior to your coming here.

Mr. ALLEN. You have not leased any since the Captain came here?

Mr. SLOAN. Well, I have had this lease changed I had at this time. I fixed it up immediately after the Captain's coming here and continued to hold that one piece.

Mr. ALLEN. Now, in that connection I think the statement was made to us last night—I do not recall by whom—that it was a frequent occurrence when some person would come in here to lease these lands that they would be referred to some of these other persons that I have mentioned, stating that they had the land and that the applicant would have to see them. The statement was also made that when the applicant would go to one of these persons they would state that they had a lease of the land, but at no time would show their authority or show the lease under which they were claiming. What do you know about that?

Mr. SLOAN. The statement that I have referred to these parties was true, wherever the lands were leased, and they have asked who to, I have told them. I have not hesitated about that. And as to obtaining the leases, it usually takes about—well, you can imagine yourself what the Department work is. We have to make it all out here in triplicate, and the leases then have to be sent to Washington for approval, and we have leases here that have been held for a long time. One for Mr. Brinke was returned for irregularities, and it has been back and forth for correction of errors and bond and the like, and it has been to Washington, I think, two or three times, and in their hands. Another lease has been a year, I think, back and forth on the way, and others have been completed and fixed up inside of sixty days. That is about the quickest.

Mr. MEIKLEJOHN. I understand you say, then, Mr. Sloan, that no applicant for lease of lands has been referred to C. J. O'Connor, E. J. Smith, J. E. Blenkins, Thomas Ashford, John Ashford, J. McKnight, or F. B. Hutchins, and an oral agreement made with them which afterwards was placed in a written lease and a lease secured from the Indian allottee.

Captain BECK. He means whether the lease was really made when you referred him to them or not; whether the lease was made afterwards.

Mr. MEIKLEJOHN. Do you state here that in each instance that you referred them to these parties they were holding the land by lease?

Mr. SLOAN. Yes, sir.

Mr. MEIKLEJOHN. Did you ever refer applicants for leases to these parties where they did not hold the land by lease from the allottee?

Mr. SLOAN. I think it is possible that I may have made a mistake sometimes—nothing more than a mistake. When I am busy I say I think this man has got it, or the other one. I think it has been leased to so and so. I might say that when I am busy, as we have been within the past month, working upon the cash records, and had exclusively the Omaha annuity roll, amounting to many thousand dollars.

Mr. ALLEN. Nothing more than the ordinary errors that would creep into the business?

Mr. SLOAN. That is all.

Captain BECK. And if they are made that way, Senator, they are always corrected and given the proper information. There is no man who would dare say, and say it conclusively, that he has not been—

Mr. ALLEN. Is there any further statement that you desire to make?

Mr. THURSTON. Mr. Ashford, who desired to make a statement when his brother was making one, we would be very glad to hear now.

Captain BECK. Mr. Ashford, I would like you to tell them what we did in the James Monier case, the point being this, that I told Mr. Monier that he could have all the land that he made under legal leases.

Mr. THURSTON. Was he a lessee from the Flournoy Company?

Captain BECK. Yes, he was personally a Flournoy lessee; but I do not say there has been any applications made for his lands. It was discovered afterwards that there was some of the lands leased to Thomas Ashford, but the reason was this: The woman who owned the land, Mary Ann Lowery, declined absolutely and positively to lease to Mr. Monier for less than \$1.50 an acre, and he would not give her more than \$1. The price, he thought, was excessive. And it finally terminated in Mary Ann Lowery going to Thomas Ashford and leasing her land to him for \$1.10 an acre. I advised Monier that day—said I "You had better secure this land some way, and not say positively you won't pay more than \$1, or you may lose it, now you have got the chance."

He had leased his other lands, you know, and I got a letter from him yesterday, in which he says he will show all of us up. Ashford went to him afterwards and the conclusion of the bargain was, to make a long story short, that Monier gave him \$1.10 an acre. Now, the profit on that is not immense, but it was done under my advice, for this reason: The man might have thought that he was injured in some way. Well, I said "Now, it's only a small patch, 80 acres; that's only 80 acres, anyway, and if Monier wants it, let him have it at the same price which you paid for it, and settle that matter."

Now, Monier has got all his land. And in five other cases John Ashford has given them the leases direct without one cent, upon my advice, because the man was square apparently. But there are some of these men, Senator, that are not square—and I am a good judge—and they are not entitled to any sympathy of this office or of the United States Government in the matter. They are not men for whom I will sign a certificate that their presence is beneficial to the Indian. I know it to be otherwise of my own knowledge, and they can't get a lease under me, and they ought not to get a lease under any agent whatever. Now, I am put in this position to make these judgments, and when I say to you that wherever I have refused to make a lease I can establish the fact that the man is not entitled to the lease, I think that it is pretty fair business.

Mr. ANDREWS. Now, Captain, there were some statements made last evening to which I would be glad to have you reply. The statement was made to us then, and perhaps will be repeated to-morrow in a more definite form—it was asserted that many of these persons who have been holding and still are holding leases under the company mentioned had come to you for the purpose of arranging these matters to your satisfaction, and that they had been deferred from time to time and had not been able to secure a proper adjustment of matters because they had not been given the privilege and opportunity of doing so.

Captain BECK. That isn't true. That is all there is to that. And that has all been explained in this office. It was explained thoroughly, man by man. Now, it is possible in a case here or there that an error might occur; but when you say many, why believe Beck about that. I say that the men can be named where those occurred, and there is reason for it.

Mr. ANDREWS. Well, we asked them in making this statement that on to-morrow the names of the persons who had made such request should be given to us; they should be entered upon our record, and that you should have an opportunity to make your statement in reply to theirs.

Captain BECK. All I would want would be the list of those names. It has been replied to. All of that has been replied to within thirty days in this office, with Mr. Jennewein at the head of the party.

Mr. ALLEN. Captain, have you got a copy of Inspector McLaughlin's report?

Captain BECK. No; except as published in the paper. You know the inspector never shows his report. The Commissioner of Indian Affairs never sees it except the Secretary of the Interior deems it best.

Mr. ALLEN. I did not know but you had needed in some form a statement by yourself covering those points.

Captain BECK. No; he took these statements. He had all of those points. But the inspector will not show anybody his report. That goes direct to the Secretary of the Interior, and the first time that it is exposed is by the Secretary of the Interior; by nobody else. And I do not know, gentlemen, that there has been one new point raised

to-night nor an allegation. Simply in a little bit different shape. The list that I had to-day had my son's name on it, Mr. Meiklejohn.

Mr. MEIKLEJOHN. No; I had it down, but I do not think the name was mentioned last evening.

Captain BECK. Well, if the name was mentioned, he is here. Here he is, and I do not think he owns a foot of land, by lease or otherwise, in Nebraska.

Mr. MEIKLEJOHN. Well, I do not think the name was mentioned last night.

Captain BECK. Well, it is in the paper to-night—the Bee.

Mr. ALLEN. No; I do not think it was his name. I think it was Mr. McKnight instead of your son.

Captain BECK. McKnight has some land, but now I can not by any possibility understand why Mr. McKnight should not lease any land as well as Mr. McSmith, or anybody else. There is no law governing that. Now, I will say further that not in one instance have I known at what rate he was getting the land, or from what Indian he was getting it, until it was brought in before me in the regular manner, as all other persons', to be passed upon.

Mr. ALLEN. I think your position as to the legal rights of Mr. McKnight is perfectly proper; but one of the matters that we are inquiring about is needed legislation. Now, it may be possible that we would want to introduce a bill and push it through both branches of Congress and have it become a law, by which no man connected with the agency in any form shall be eligible to lease.

Captain BECK. Well, that would hardly be fair, as to Indian traders, for one reason, an Indian trader puts up a thousand-dollar bond to start with. Now, he has got to have his corral and he has got to have his places to keep his horses and cattle, and so on, and he has got to have some lauds. Now, it would look to me as if it was somewhat invidious that an Indian trader could not lease a farm when Tom, Dick, and Harry could. Why should they? Suppose there were two firms here, and the trader says, "I will give you \$1.25 an acre," and the other fellow says he can't give but \$1; why shouldn't he have it?

Mr. ANDREWS. What would you think of a measure providing that no one person should be allowed to lease or sublease, or contract for in any form, more than 160 acres of this land, and then to be farmed by himself personally?

Captain BECK. No; that kind of a man would not have money enough to pay his rent. No, sir; there is no man that can take 160 acres and make a living on it, and pay a decent rent, anywhere. Now, he may scramble along, and he may have a good crop and make it, but let a bad year strike him like last year and the Indian would not get a dollar.

Mr. ANDREWS. Would you think it advisable to limit the amount of land that anyone should be allowed to lease?

Captain BECK. No; I do not think that would be advisable. For instance, Mr. Atterbury (?), a gentleman from Illinois, came over here with about \$50,000. He wanted 3,000 acres—1,000 of agricultural and 2,000 pasture; moved his family right on to it, not a foot of cattle, or steer, or stock on there except his own, and broke out the land. I sent him down here to a man by the name of Mr. Collins, who owns a very nice place down here by lease, and Collins offered to go away, let him have the land, and lease it regularly through the office if he would give him \$750. Atterbury says, "I will give it." "Well, hold on," says Collins. "I'll think it over and tell you to-morrow." Atterbury went down to try to get the unallotted lands or something to make out

his pasture, and when he came back Collins says, "No; I guess not; I'll stay here." Well, now, that is the kind of man I would like to have on the reservation; a man who can put up his bond, and break, and be a benefit to the Indians. And all he does will be in good, first-class shape.

Mr. ANDREWS. You think that a man should be allowed, if he furnishes the financial responsibility, to lease any amount to the extent of the reservation?

Captain BECK. Not at all; no; there is a limit.

Mr. ANDREWS. That is what I want to get at.

Captain BECK. No; that isn't hard to get at. Something in reason; something in reason. Now, if a man is engaged exclusively in farming and stock raising, I think that 400 acres—640 acres would be a fair farm; otherwise I should say 200 acres to 320 would be sufficient, and not an unreasonably large farm. There are many and many men—some of these gentlemen of whom I just now read a list—who have 400 acres. They are doing pretty well. They are sublessees of the Flournoy Company. If they had 400 or 4,000, if they could pay for it, there is no objection to them having it that way. So far as I am personally concerned, it is immaterial what other arrangements may have been or may be hereafter, except that they are such arrangements as will contribute to the best interests of those who own the lands and give the best satisfaction and the easiest mode of management. Now, in the first place, the men you want on the land are men who can put up their bond. That is one of the absolute necessities of making a lease at all. He must be able to provide a bond. Then he must also not be an injury. Not only not be an injury, but he must be a benefit to the Indian. That is one of the certificates that I sign, and I consider myself a good deal sometimes when I sign it. I am not at all certain that he is a benefit. I know he doesn't injure them, or I would not.

Now, when a man has been charged with boot-legging whisky on the reservation, when he has been charged with counterfeiting, when he has been charged with cattle stealing, when he has been charged with hog stealing, and it has been brought to my notice in a solemn, formal manner, when a warrant has been issued, as has been in two cases, I don't think those men ought to be allowed on the reservation, and I won't sign a certificate that he is of benefit to the Indians; I tell you that, in those cases. There are cases that we have not got the names of yet. There is a great deal to this question, and it seems to me that we want a class of men on here who can put up their bonds for 400 or 500 or 600 acres, who will put up good improvements, who will pay the Indian his money when due, and then you are going to have the reservation controlled properly. The moment you put a man on the reservation who hasn't sufficient funds, if he meets with a bad year the Indian suffers. He don't, he won't, pay. That is my experience. Why, I have a list of delinquents as long as your arm. Now, I know a circumstance that will show you how a man's sympathies may be worked upon. Thomas Bannon came in here in wild excitement. He had been evicted. "Well," I said, "have you paid anybody any rent this year?" "No." "Have you got any lease from anybody?" "No; I ain't got any lease." "Why haven't you been in here to make a lease?" "Well, I didn't have the money, and I said so; but if I lose my crop this year my wife and two children are going to be turned out of doors and I am a beggar." "Well," I said, "that's pretty tough, too. Who owns the land? What Indian?" He says, "Joe Lamier is acting for him; one of the Lamiers,

and Joe is representing him." "Now," says I, "if you can go and see Joseph Lamier, and Joseph Lamier will accept your settlement with him, and you are honest in this, I will lease to you and we will try and find you a bondsman."

I believe the man was honest, you know, and I have done that, and that is the way Thomas Bannon stands this minute. Lamier accepted his proposition. He said he would pay him out of his first grain that he cut—part of his money—and then in October he could pay the whole of it. "Now," said I, "Lamier, if that suits you, I am stretching the law to do it, but I am going to take the responsibility in this case, and I will get him a bond, and he will act fair, I think." Now, in the case of a man by the name of Kahn—I don't know but some of them may be here—Mr. Kahn positively could not pay, and I went and got him his bond all right. I thought the man was square and honest, and I have gone out of the way to help him. Another man I have given the money to buy his seed—of course out of my pocket—and it is out of my pocket yet. Now, there are those things arising continually. There has been no injustice done by this office to any man on this reservation. There are some, I say, that I haven't leased to and I won't lease to, and I don't care what is said. I won't sign the papers for them. They have no rights. I am the judge of that by law and by orders, and I would be very foolish to put my name down on a lease to a man that I know would be liable to be arrested for horse stealing the next day, or bootlegging.

Mr. MEIKLEJOHN. Captain, up to date, how many evictions have been made?

Captain BECK. I could not tell you. I was making a list up yesterday.

Mr. SLOAN. I haven't made that list out.

Captain BECK. Two hundred, nearly, in all; in the neighborhood.

Mr. MEIKLEJOHN. Can you give approximately the acreage of which they were in possession?

Captain BECK. Well, that would take me some time; I will tell you. You have got to dig that out.

Mr. MEIKLEJOHN. Well, I will ask you where the evictions have taken place, what has been done with the growing crops?

Captain BECK. Why, as it stands right now, a good many of them, up till this morning, were back on their places again, and the growing crops are growing right along, and some of them were being cut. They don't pay any attention if they get out of it.

Mr. MEIKLEJOHN. But if you succeed in sustaining the eviction, what will become of the crop upon the land upon which the evicted tenants formerly lived?

Captain BECK. Well, that will go to the Indian if he isn't paid, and if there is no lessee to the land.

Mr. MEIKLEJOHN. Who will harvest it, Captain? Who will take care of it?

Captain BECK. Well, I shall see that the Indians harvest it.

Mr. MEIKLEJOHN. That is a practical question.

Captain BECK. Well, that's all right, sir; that's a good question, too. I have two agency farmers here. I have no end of agricultural implements, Champion binders, mowers, etc. They are for the Indians anyway where they are working for themselves, and all I have got to do is to increase the force, reap this crop, and let the allottee of the land have the benefit of it. That is all. There will be no less for the Indian.

Mr. MEIKLEJOHN. Are evictions made, Captain, in any instances where the land has not been leased by you to other parties?

Captain BECK. Oh, yes; oh, yes. Evictions have been made I suppose in thirty or forty or fifty cases where the men who were evicted have made leases and are now occupying their old lands.

Mr. ALLEN. That is, where they have come in after eviction?

Captain BECK. After eviction, come right back into this office and made the leases. Certainly. That was the object in having me make an eviction.

Mr. MEIKLEJOHN. May I inquire how many of the 200 who have been evicted have yet to appear at the office to secure a lease under the rules and regulations of the Secretary of the Interior?

Captain BECK. Well, that would be a hard question to give you a definite answer to. I could not tell you. I will say twenty-five—fifty—I should say in the neighborhood of a hundred. What do you say, Sloan?

Mr. SLOAN. Not so many. I think probably fifty.

Mr. ALLEN. That is, fifty who have not returned?

Mr. SLOAN. Yes, sir.

Mr. BECK. I thought it was more had not returned. When you simmer this down you will find it just as Major McLaughlin did, exactly. But some of them have not got their lands because they have been leased to others, and I say right now nothing will induce me to change the leases as they are now. Those leases will stand until they are approved or disapproved by the Secretary of the Interior. That is my authority in the case, and he is the only one that controls me in those matters. I do not think it advisable for me to accept advice from the men that I am to lease to. I think that is putting, to use the ordinary expression, the boot on the other leg. I am the man to give the advice, and they are to do the leasing under my direction and in the manner that I prescribe, and not that they prescribe. And I am willing to help all of them, too, as far as I can.

Mr. ANDREWS. What injury, Captain, would follow from the recognition of these former leases, where the rent has been paid to the Indian properly, in allowing these settlers to go on and harvest their crops?

Captain BECK. Why, the loss, I imagine, of all the money that has been paid to the Indian by the man that leased it properly.

Mr. ANDREWS. Well, with the understanding that he is to receive his payments in full for rentals?

Captain BECK. Well, then the loss would be the profit on the crop, to which he is certainly entitled.

Mr. ANDREWS. What do you mean by the profit?

Captain BECK. What the crop is worth over the price of the rent. That belongs to the man that leased the land.

Mr. ANDREWS. Does a farmer give any portion of the crop as the price of his rental?

Captain BECK. Not that I am aware of.

Mr. ALLEN. What I understand you to mean, Mr. Andrews, is, would there be any wrong in it?

Mr. ANDREWS. Yes; would there be any objection?

Captain BECK. Well, what does he mean to ask?

Mr. ALLEN. What wrong would there be, moral or legal wrong, to recognize these cases where lessees under irregular leases have as a matter of fact paid the Indian? That is the question, as I understand it.

Mr. ANDREWS. In allowing them to go on and harvest.

Captain BECK. Paid the Indian at what rate?

Mr. ANDREWS. That is, that the Indian has received his payment either from the settler or from the company from whom the settler made the lease.

Captain BECK. No; that would not do at all. That proposition has been declined twice by me and sustained by the Department. The price that these lands must bring this year is the price that they are worth; the price that I can get for them. This 16½ cents from the Flournoy Company is not paying the Indian. It isn't the proper rate to pay the Indian.

Mr. ANDREWS. What difference between the prices that the Indian has received from this company and the price that you intend that he shall receive, when computed, taking the amount that you propose as the maximum amount and subtracting?

Captain BECK. Just as I have shown you here, sir. Our leases run from \$1 to \$3; their average is 16½ cents.

Mr. MEIKLEJOHN. Yes; but Captain, that 16½ cents was four years ago for raw lands, and you are now speaking—

Captain BECK. Certainly, and yet to-day they are only paying 16½ cents.

Mr. MEIKLEJOHN. And the price that you receive?

Captain BECK. Twenty-five and 30; but they are only paying 16½ now for all land.

Mr. THURSTON. Yes; but the men that are paying that are the men who make the improvements.

Captain BECK. Certainly; but if a man has a lease for three years doesn't he pay for the improvements?

Mr. THURSTON. Well, I don't know. It depends so largely on circumstances.

Captain BECK. It depends so largely on circumstances. I saw a man the other day who gets the whole crop for the breaking this year. But he pays virtually \$2.50 this year and \$3 the next year, and he gets nothing this year. The 16½ cents repays the Indian, for the land is worth the difference now. There is no raw land leased out of this office at any 25 or 30 cents an acre for agricultural purposes. The lowest is 50 cents the first year, 50 the second as a rule, or 75, \$1 and \$1.25 the third and fourth. But for grazing purposes it is 25 and 30, whereas this company is paying on an average 16½ cents for all time, agricultural and otherwise, and the Indian is not compensated. It is inadequate. It isn't sufficient for the land. The land is worth the difference. And then I say this, too: I say that our \$2.50 land is land that they are paying \$2.50 to \$4 for in Iowa.

Mr. THURSTON. Captain, how many of these evictions are of persons who are holding under the Flournoy Company leases?

Captain BECK. Well, that would be hard to get at unless you would get the list.

Mr. THURSTON. Well, about how many?

Captain BECK. Can you get at it, Sloan? I can't keep it in mind to save my life. How many of the Flournoy settlers have been evicted first and last? That is all there is to it.

Mr. SLOAN. I can't say.

Captain BECK. Well, approximately. We have them all down, and the name.

Mr. MEIKLEJOHN. How many would you say as compared with the 200 total evictions? 50 per cent or 75 per cent?

Mr. SLOAN. Seventy-five per cent, probably.

Mr. THURSTON. How are those evictions made, Captain?

Captain BECK. Give me a copy of one of the orders that I sent them. Here is an order, for instance, dated the 12th of April. That is away back. "Henry French, jr., in charge of the Indian police. Sir: You will proceed with the Indian police, armed, and arrest John B. McKinney or whomsoever you will find unlawfully on the following described land, to wit: The northeast quarter of the northeast quarter, south half of the northeast quarter and northwest quarter of the southeast quarter of 26, 26, 5, east, and Joseph Glandon, whom you will find on the south half of the northwest quarter of 1, 26, 5, east, and you will conduct them to the south line of the reservation, allowing them to take such property as they may own thereon, and you will order them to go and not return under the penalty of prescription under section 2148 of the United States Revised Statutes. Respectfully." Signed by the Indian agent. That covers the whole process.

Mr. THURSTON. That order is taken by the Indian?

Captain BECK. That order is taken by the Indian, and a return made on there, "can not be found," or "already gone," and so on. Now I don't know whether you gentlemen are aware, probably not having had it brought to your notice, of the authority of the Indian police to arrest for crime.

Mr. ALLEN. Well, I only know in a general way.

Mr. THURSTON. No, I have never examined the statutes on that subject, but I had supposed that there was authority on Indian reservations.

Captain BECK. Yes, sir; that is what I meant, that you would not have given it probably any personal attention unless it was brought to your notice. Now, in addition to all these written orders which I received, we have this book of regulations, which touches upon every point in the Department, omitting nothing.

(Here the Captain reads at considerable length from the Rules and Regulations of the Interior Department, 1894, commencing at section 246, under head of "Indian police.")

Mr. THURSTON. I suppose, Captain, most of those have no special reference to the matter now under consideration?

Captain BECK. Well, yes, I think it has a direct bearing, because among the other allegations made, you know, is the interference of Indian police and all that sort of thing, and these evictions made by them, and I want to set forth very clearly and positively my authority in the matter, and there is one point here allow me to read. It will take but half a minute. [Here the Captain reads again at some length.] Now, those are only a few. And my police force has been increased directly on my application for the express purpose of evicting the settlers, under the position of the Interior Department, to seventy, and I want to mention that, so that you will see that that is also done by order of the Commissioner and of the Secretary of the Interior.

Mr. ALLEN. We do not doubt, of course, Captain, the legality of the police force and the power that has been exercised by them under your direction. But one of the questions that will come up for our consideration this winter probably will be the policy of authorizing the Indian police force to eject a white settler; whether the policy should not be changed and a police force of white men originated.

Captain BECK. Well, that would certainly be a new departure, that is one thing certain. To put white men on as police in an Indian reservation would certainly be a new scheme. It may be a good one; I don't know.

Mr. ALLEN. That will be one of the things that we will probably take into serious consideration. That is, I am impressed—and I do not know

how my colleagues are impressed on that—that the use of an Indian police force to eject white settlers is very apt to breed bad blood.

Captain BECK. Yes, I guess it always will. It always has in my experience.

Mr. ALLEN. Now, I do not know why Indians should not be used as a police force for the regulation of the tribe and such as that. I can see, however, the propriety of creating a police force of American citizens who are not of Indian blood for other purposes.

Captain BECK. Well, that is an entirely new thought to me. I noticed now the other day, day before yesterday—

Mr. ALLEN. Those little race distinctions, you know, will come up.

Captain BECK. Yes, sir; I understand that. I understand it thoroughly, and did not apply for the police force until I could not get anything else. What I did apply for was United States troops. That is what I wanted. But they sent me instead Indian police. That was what they sent me.

Mr. ALLEN. Now, you gentlemen who are settlers and who are here to-night—it is half past 11 o'clock now—there is no objection to your meeting us at Pender to-morrow. It is so late that it would take until morning to hear you now, and I think you had better meet us to-morrow.

Mr. JENNEWEIN. The settlers are all willing to meet you to-morrow.

Mr. EDWARD FARLEY. There is the lease [exhibiting paper], and furthermore I would say that the parties that brought the allegation were restrained by the Federal court from interfering in any way whatever in that lease as long as it lasts, or until the time expires.

Mr. THURSTON. That is a five-year lease conditionally, to expire at any time when the allotments are made, if made within the time.

Mr. FARLEY. Yes, sir; that is right.

Mr. MEIKLEJOHN. Can you submit the lease to us if it is returned, Mr. Farley?

Mr. FARLEY. Well, that is a copy that is in the office here. My copy of it is in the court at Lincoln, and there is a copy in the Interior Department. This belongs in Captain Beck's office.

Mr. ALLEN. Is there anything further that you wanted to state, Captain?

Captain BECK. Why, not that I know of.

Mr. ALLEN. I would think that it would be advisable for you to attend to-morrow, if you can do so.

Mr. THURSTON. I think, Captain, that it would be desirable to have you there to-morrow morning and hear it.

Captain BECK. I have heard it all, you know. I'll bet I can guess what they are going to say if I know the men's names that are going to say it, and it has all been answered. But if this gentleman [referring to reporter] will send me a transcript if I do not get there, I will answer it in plenty of time. And here is where I will have to answer it, where I have my papers at my command. My memory is a little indefinite.

Mr. THURSTON. This record will always be open to inspection.

Captain BECK. Well, that is all that I care for. I do not care anything about this, but just that, that I think that I ought to reply to to-morrow, for my explanation, and I will send you an elaborate reply if I do not get there.

Mr. MEIKLEJOHN. May I inquire, Captain, if there is anyone else.

Captain BECK. John, do you want to say anything?

JOHN ASHFORD. Why, nothing anything more than if there is any of the settlers here that has got it in for me, I would like to have it

here. I can't go to Pender; I have got too much work to do to follow any of the settlers over. That's all.

Mr. MEIKLEJOHN. I would like to suggest, Captain, that Mr. Sloan wants to make another statement for the record here.

Mr. SLOAN. Why, there have been leases made here by parties who after they had obtained them and they were approved repudiated the lease made through this office between them and the Indian and approved by the Department, saying that their reason for doing so was that the Flournoy Company held under the other leases and they would do likewise and they are paying a difference in price in the old lease and the one procured through the office. They sought to take advantage of it in that way. We have had a great deal of trouble with men from this cause.

Mr. THURSTON. They would not make the first payment?

Mr. SLOAN. They made leases through this office and made the first payment, but would not make the second payment. Made the first one because it was necessary.

Mr. THURSTON. Well, I suppose you could enforce the bond?

Mr. SLOAN. We did; but then it required a great deal of extra work for us before the proceedings brought them up, and it shows the character of the men.

Captain BECK. That is what I want you gentlemen to keep before your minds. There is one thing I will defy them to show, anyhow: That C. J. O'Conner or the Ashford brothers or McKnight don't pay the Indian the amount agreed, on time, in money. I know that they can't say as much for themselves.

Mr. ALLEN. We will meet, gentlemen, at 10 o'clock to-morrow in Pender, or as near that hour as we can reach Pender, and get our breakfast and be prepared to meet you. The meeting will be open to all persons who are interested, and a full and impartial statement will be permitted from everybody. We would like to have Captain Beck there if he can be there or be represented, the settlers, and all concerned in the matter. The purpose of this meeting is to inform ourselves as to the actual state of the controversy here upon these reservations. Our mission is a peace mission. The only advice we have got to give—and probably that is volunteer—is to all persons to retain their temper and wait until this matter can be adjusted. The official part of it is to inform ourselves fully as to a course of legislation this winter; what legislation may be necessary for the preservation of the rights of the Indians and settlers in the future and permanently settle the controversy, so that when we have a transcript of our proceedings here and make some further inquiries we can agree upon some bill that will cover every feature of the case, and push that through Congress as speedily as possible to terminate all this trouble.

Mr. C. J. O'CONNOR. I leased of Henry M. Rice 80 acres of land near Flournoy on the 31st day of January, 1895. Mr. Sweet had farmed the land the year before, and gave his note to H. M. Rice for the payment of the lease. Rice left the notes at my bank as collateral security for money, and when the time came Mr. Sweet refused to pay it. On the 31st of January Rice leased me the land. Mr. Sweet has refused to pay me a cent, and I have not put him off of the land. He is still holding it. He has not paid me a cent, and he has refused to pay the notes. I can produce them to-day.

Captain BECK. Now, tell who Sweet is.

Mr. O'CONNOR. Sweet is the man that is living over there. I am in that position. My money is invested there. I paid him the cash. I

paid him \$125 in cash right here in this office as a part payment on that land for this year.

Captain BECK. What did I do for you, Mr. Ingram?

Mr. INGRAM. You have leased me land.

Captain BECK. And you got it at a fair rental, didn't you; and you are perfectly satisfied?

Mr. INGRAM. Yes, sir.

AT PENDER, NEBR.

On the 25th day of July, 1895, at the hour of 11 o'clock a. m., pursuant to announcement made as hereinbefore set forth, all the members of the Nebraska Congressional delegation heretofore named herein being present, together with a large number of citizens of Thurston County and settlers upon the Winnebago Reservation, the inquiries of the delegation are further pursued, as follows:

GEORGE HECKER.

By Senator ALLEN:

Q. What we desire to know from you, Mr. Hecker, is a concise history of your experiences on the reservation as to the land. Make it just as concise as possible, as we haven't time to listen to any lengthy statements. I understand you are a renter over on the reservation?—A. Yes, sir.

Q. Under the Flournoy Company?—A. Yes, sir.

Q. Now, you had some trouble with reference to your land?—A. Yes, sir.

Q. Now, we want a concise history of that trouble, when it began, with whom, and what it was and is. You rented some land of the Flournoy Company, did you?—A. Yes, sir.

Q. How much?—A. Four hundred acres.

Q. When?—A. In 1893, I think it was.

Q. Was it cultivated land when you rented it?—A. No, sir.

Q. Any portion of it cultivated?—A. No, sir.

Q. Did you break it up yourself?—A. Yes, sir.

Q. When did you do that?—A. I did that the most of the same year I rented it.

Q. 1893?—A. I don't just remember now when I rented it. It was 1892, I think.

Q. How much of it is under cultivation now?—A. There is 330 acres under cultivation.

Q. What were the terms of your lease? That is, how much rental were you to pay?—A. Why, my rent was the first two years 50 cents an acre, and the last two years \$1 an acre.

Q. Did you secure the rent in any form?—A. No, sir; not till after the notes became due.

Q. You gave some notes for it?—A. Yes, sir.

Q. When did you give the notes?—A. I gave the notes when I secured the lease.

Q. For each year's rent?—A. Yes, sir.

Q. And covering how many years?—A. Covering four years.

Q. In what sum did you give these notes? What was the total sum of the notes?—A. The first two notes was \$200 a piece, and the second two notes was \$400 a piece.

Q. Now, when did you first experience any trouble with reference to your holding possession of this land?—A. I think it was two years ago this fall.

Q. And from what source did that come?—A. That was—

Q. Did you get notice from Captain Beck?—A. Yes; I got it by going over there after it.

Q. Got it by going over there after it. Two years ago, you say?—A. Yes, sir.

Q. Well, that was to the effect that you must lease of the Indian agent?—A. I think it was.

Q. The effect of it was that they did not recognize the Flournoy leases?—A. Yes, sir.

Q. And that if you held the land you must rent of him?—A. Yes, sir.

Q. And did you rent of him?—A. No, sir; I did not?

Q. What was done then, if anything, by Captain Beck with reference to putting you off of the land or taking possession of the land?—A. There was nothing done, then, till here a short time ago.

Q. How long ago?—A. (No answer.)

Q. As near as you can tell? You need not be specific about dates.—A. About two or three weeks ago, I guess.

Q. What was done then?—A. Well, the Indian police came over there, 34 of them, and read some order to me. I didn't pay much attention to it. It was, I suppose, that I had to do the same as they desired me to do.

Q. Well, what was the effect of that order?—A. Well, they took my teams out of the barn and hitched them to the wagons that was standing around, and threwed my stuff all into the wagon that they could pile into it, and hitched a couple of teams to a binder I had standing there, and told a couple of my men to get on to a couple of these rigs, and some of the Indians was put on some of these rigs to drive them off.

Q. Well, did they drive off in that way?—A. Yes, sir; they did. They didn't drive me, I don't think.

Q. Well, they took your effects off of the reservation, did they?—A. Yes, sir.

Q. Are you a married man?—A. No, sir.

Q. You are a single man?—A. Yes, sir.

Q. And what did you do then, after they had removed your effects from the reservation?—A. Why, I stayed off about three or four days, and moved back again.

Q. Were you evicted again? Did they take you off again?—A. Yes, sir.

Q. When was that?—A. That was day before yesterday.

Q. Who put you off day before yesterday?—A. The United States deputy marshal.

Q. Well, did he put you off, or did he come and arrest you?—A. He come and arrested me.

Q. Did he remove any of your effects from the place?—A. No, sir.

Q. He has you under arrest now?—A. Yes, sir.

Q. You are to answer before the magistrate to-day, are you?—A. Yes, sir.

Q. What crops have you on this land?—A. I have wheat and oats and corn and rye.

Q. How much all told—just the acreage?—A. Well, all told, there's about 330 acres, as I stated before, that's broke out. It's all in crop.

Q. It is all in crop, is it?—A. Yes, sir.

Q. Have you harvested your wheat or oats or rye?—A. I have harvested the most of it; yes, sir.

Q. That isn't suffering for want of harvesting?—A. No, not unless they stop me from harvesting my oats. I haven't harvested them yet.

Q. What has been done, if anything, by any person on the agency with reference to approaching you to make a new lease?—A. Well, nothing, really.

Q. In other words, has anybody made any improper offer to you or suggestion to you that you could buy your peace, or anything of that kind?—A. No, sir.

Q. Anything further that you wish to state to the committee, Mr. Hecker?—A. Why I tried to lease the land this spring, in the latter part of March, and they told me that it was leased.

Q. Who told you it was leased?—A. Mr. Sloan told me it was.

Q. Did he say to whom it was leased?—A. Why he mentioned several parties, but I don't remember who they were now.

Q. Did you inquire of any of those parties whether they had leased the land or not?—A. No, sir; I didn't.

Q. Make any attempt to sublease from them?—A. No, sir.

Q. So you do not know, as a matter of fact, whether it was leased to other parties or not?—A. No, sir; only what Mr. Beck told me, that whatever Sloan said was so.

Q. Well, you first inquired of Beck, did you?—A. Yes, sir.

Q. If the land could be leased?—A. Yes, sir.

Q. What did Beck say to you?—A. He told me if it wasn't leased I could lease it.

Q. And Mr. Sloan is what he calls his lease clerk?—A. Yes, sir.

Q. Who has the actual supervision of the leasing of the land?—A. Yes, sir.

Q. On inquiry of Mr. Sloan he said it was leased?—A. Yes, sir.

Q. But did not tell you to whom?—A. He mentioned a couple of names. I think, if I ain't mistaken, McKnight was one of them.

Q. Did you pursue the inquiry further? Did you go to either of these sublessees to find out about it?—A. No, sir.

Q. What did you offer the captain? What rental did you offer him for the land?—A. I didn't make him no offer whatever.

Q. What rental per acre are you paying the Flournoy Company; were you to pay them?—A. At present?

Q. Yes.—A. One dollar per acre.

Q. Have you paid your rent to the Flournoy Company otherwise than the giving of your notes?—A. Not this year I haven't; no, sir.

Q. Have you for the years 1893 and 1894?—A. Yes, sir.

Q. You have paid the notes, have you, for those years?—A. Yes, sir.

Q. Do you know whether the Flournoy Company has paid the Indians for the land or not?—A. I do not.

Q. You do not know anything about that? Have all the improvements on this land been put on there at your expense?—A. Yes, sir.

Q. And what have you on the land besides the breaking?—A. I have a house and barn and hog yards and lots and one thing and another.

Q. I suppose it is a very small house, isn't it?—A. Oh, it isn't the largest house; no, sir.

Q. Well, it is just for the accommodation of one person?—A. Yes; well, it is 14 by 24.

Q. And your improvements all told, at their actual fair cash value, would amount to about how much?—A. Well, they wouldn't amount to anything near what I paid for them now.

Q. Well, what would you say was the fair actual cash value of them to-day?—A. Four hundred dollars.

Q. You would be willing to give that for the improvements, would you?—A. I would on the grounds that they stand, if I could get the grounds; yes, sir.

By Mr. THURSTON:

Q. How long have you been farming?—A. In Thurston County?

Q. No; anywhere?—A. I have been farming ever since I have been old enough to farm.

Q. How old are you now?—A. Thirty years.

Q. You are a practical farmer, and that is your business?—A. Yes, sir.

Q. What should you say was the value of your crops now on the land—this year's crop?—A. If I could hold them myself the way I supposed I could in the spring, I should judge they would be worth \$6 an acre.

Q. Three hundred and twenty acres?—A. Yes, sir.

Q. Did any person ever come to you and claim himself to have a lease for that land?—A. No, sir; not that part.

Q. Not the 320 acres?—A. No, sir.

Q. So that from first to last there has been no demand made upon you by any other party who claimed to have a lease?—A. No, sir.

Q. When did you come to this State?—A. I come to this State when I was 3 years old.

Q. Have you conducted yourself as a peaceable, law-abiding citizen since you have been on the reservation?—A. I think I have.

Q. Have you tilled your land in a good farmer-like way?—A. I think I have. I think the land will prove for itself to that effect.

Q. Have you ever in any manner interfered with the matters on the reservation with the Indians?—A. No, sir.

Q. Ever counseled or advised them to do any wrongful act or anything against the wishes of the agent?—A. No, sir.

Q. Never furnished them with any intoxicating liquors?—A. No, sir.

Q. Do you know generally the balance of the men—these men generally whose title is in dispute and who are sought to be put off of the land under similar circumstances to your own case?—A. I know the majority of them; yes, sir.

Q. What kind of men are they? What is their character for law-abiding, good citizens, industrious, peaceable men?—A. Why I think they are—they have just as good a character as you can find any place of that many citizens in any regard that I know of.

Q. Have they generally broken up and cultivated the land in a farmer-like way?—A. Yes, sir.

Q. And conducted their business in what you would call good shape?—A. Yes, sir.

Q. Do you know of any of them having been disturbers of the peace by interference in the affairs of the reservation?—A. Yes, sir.

Q. To what extent or how many?—A. I know of two men that I think have tried to make as big a fuss as they could in trying to disturb the peace.

Q. Whom these proceedings were against for eviction?—A. No; not exactly that.

Q. Well, I am speaking now simply of those men whom the authorities are seeking to turn off of the land.—A. Yes, sir.

Q. Do you know of any of those men, your neighbors in that vicinity, who have been anything else than good, law-abiding citizens—good industrious farmers?—A. No, sir; I do not.

Q. Do you know of any of them who have in any manner interfered with the peace and good conduct of the reservation?—A. No, sir; I don't.

Q. How are these men—this body of men—what is the fact generally as to their having families?—A. Why, the majority of them have families.

Q. And have built their homes?—A. Yes, sir.

Q. Live on the lands?—A. Yes, sir.

Q. And are really farmers, not holding the leases for the purpose of speculation or for any other purpose than making a living out of the soil?—A. No, sir; I don't think there is one.

By Mr. ANDREWS:

Q. What time was it that you went to Captain Beck to make a lease with him—some time last spring, you say?—A. It was the latter part of March; yes, sir.

Q. And you were informed by Mr. Sloan at that time that the land was leased?—A. Yes, sir.

Q. You went on and planted your crop and received no notice or any communication that you must remove until quite recently?—A. No, sir.

Q. Had you planted any portion of your crop at the time you went to make a lease?—A. No, sir; I hadn't.

Q. It has all been planted since?—A. Yes, sir; that is, with the exception of some rye that I had.

By Mr. THURSTON:

Q. Early rye?—A. Yes, sir.

Q. Sown the fall before?—A. Yes, sir.

Q. How much was there of that—what acreage?—A. There was about 15 acres of that.

By Mr. ANDREWS:

Q. So that all these forcible actions to remove you have come since you have planted your crop?—A. Yes, sir.

Q. And after you had made a request for the leasing of the land?—A. Yes, sir.

Q. Had any person come to you prior to the date of your eviction claiming to hold a lease upon this land?—A. No, sir.

Q. Then neither the captain nor any person claiming to hold a lease had asked you to vacate the land until quite recently?—A. No, sir.

By Mr. STRODE:

Q. Have they given you any opportunity to settle with them; fixed a price at which you could settle and keep the land with the crop that is upon it this year?—A. No; they haven't.

Q. Haven't offered you any opportunity to settle?—A. They offered to settle, but there was always something in the way that they claimed wasn't just right.

Q. Upon what terms did they offer to settle?—A. They didn't make no offer whatever of how much it would be.

Q. Have you had any opportunity to settle with these people and keep your crop this year and remain this cropping season out? Have they offered you any opportunity of that kind since your crop was planted?—A. No, sir.

Q. At the time you went to Captain Beck, last spring, and Mr. Sloan and talked to them about leasing this land, did they tell you that you would have to get a lease from the persons who pretended to hold the lease then before you could farm it?—A. No, sir; they didn't.

Q. Did not instruct you not to go ahead and put in a crop without having a contract with the parties whom they claim had leased the land?—A. No, sir.

Q. Did you see Captain Beck or Mr. Sloan or any of these men from the time you went to them to lease the land in the spring up to the time that you were served with notice to get off of the land?—A. Yes, sir.

Q. Did they say to you then that you had better not go ahead and cultivate your crop—put in a crop?—A. Yes, sir; they told me then I would be removed.

Q. When was that?—A. I think that was in the latter part of June.

Q. The latter part of June before you were told that?—A. Yes, sir.

Q. Now, before you were told that, between the time you went to see Captain Beck and the time they told you this, did you see any of them? Between the time you saw Captain Beck in March and the time that you were notified that your crop would be taken, did you see any of them?—A. No, sir.

Q. Do you know whether they were upon your land or by it during that time?—A. No; I do not.

Q. Do you know whether they knew you had a crop planted there or not—were putting in a crop?—A. No; I don't know that.

By Mr. ANDREWS:

Q. Did you ever leave a written application with Captain Beck any time after his arrival for the leasing of this land?—A. Yes, sir.

Q. When was that?—A. That was right shortly after he came there.

Q. What was his reply to that; any? Did he reply to that application?—A. Yes, sir.

Q. What did he say?—A. Well, I was over there about three times in succession; went over each time when he told me to come, and the first time I was there I asked him if I could leave an application showing that I wanted the land. He told me I could, and sent me to Mr. Sloan, and he wrote out an application and I signed it. I don't know whether it was signed by anybody else or not. He told me then to come back in about three weeks. I did so, and he told me then that it was all ready to lease—just waiting for orders to write out the lease. And I went over once shortly after that, and it was the same thing. So then I thought I wouldn't go—

By Mr. STRODE:

Q. Did they ever give any reason to you why they did not let you have the land?—A. No, sir; they didn't. Well, yes; he did, too. He told me here the latter part of June that I had had opportunity ever since some time in February, I think it was—I ain't sure—and that they had been waiting so long that they wouldn't wait no longer, and that they had leased it.

Q. And you had gone there three times to try to get this lease, before they had leased it to anybody else, had you?—A. Yes, sir.

Q. And had been unable to get the lease?—A. Yes, sir.

Q. And then they did not notify you to come and get your lease after that?—A. No, sir.

Q. Did not tell you that your lease was ready?—A. No, sir.

Q. The next information that you had was that somebody else had your land, was it?—A. Yes, sir.

By Mr. ANDREWS:

Q. Did they indicate the price per acre at which they would lease this land to you?—A. No, sir.

Q. Nothing was said about that?—A. They told me that I would have to fix that with the Indians.

Q. Now, what did you expect that you would have to do in regard to these notes that you had given to the Flournoy Company in the event that you should have leased from Captain Beck and paid their price per acre? I understand that you had given notes to this company covering the time up to the close of 1895.—A. Yes, sir.

Q. Now, if you had leased from Captain Beck at the time indicated you would have had two contracts in existence for the payment of rent upon this land?—A. Yes, sir.

Q. Had you any plans by which that matter would be adjusted so that you could avoid paying double rent?—A. Why, I thought that they couldn't collect more than one rent. If one would collect the rent the other one wouldn't. That was my opinion.

Q. And you were simply taking your chances on that question?—A. Yes, sir.

Q. Rather than surrender the land, you were willing to take your chances on being compelled to pay the double rent?—A. That was since this spring; not before that.

Q. You thought that if you had succeeded in making a written lease with Captain Beck you would be released from the other?—A. Yes, sir.

Q. This spring you thought you would take your chances on having to pay two rents rather than surrender the land?—A. Yes, sir.

By Mr. ALLEN:

Q. When did you first have information to the effect that your lease with the Flournoy Company was void?—A. That was right shortly before I went over in March.

Q. Before you went over in March. Had you been informed in 1894 or 1893 that the Flournoy Company lease was void?—A. I heard so a good deal, but I didn't know whether it was so or not.

Q. Had Captain Beck or any of the officers of the agency notified you by letter, or by sending you a copy of the law, or anything of that kind?—A. No, sir.

O. E. ANDERSON.

By Mr. ALLEN:

Q. Where do you live, Mr. Anderson?—A. I live out on the reservation.

Q. On the Winnebago Reservation?—A. Yes, sir.

Q. How long have you lived there?—A. I have lived there since the 5th of March.

Q. The 5th of March this year?—A. Yes, sir.

Q. You are living on leased lands, of course?—A. Yes, sir.

Q. From whom did you lease?—A. Why, I leased from Captain Monigral, and he holds a lease from the company.

Q. From the Flournoy Company?—A. Yes, sir.

Q. That is, you are the assignee of a lease from the Flournoy Company. The lease to this gentleman from the Flournoy Company was assigned to you?—A. No; I guess not. I made agreements with this—with Monigral; made a contract with him for the land. He holds the Flournoy lease.

Q. And you hold under him?—A. Yes, sir.

Q. Well, now, what trouble have you had with the agency?—A. Well, they have put me off three or four times.

Q. Were you invited to go over to the agency and make your lease of Captain Beck?—A. What was the question?

Q. Were you invited to go over and lease from Captain Beck?—A. Why, last fall I was notified that a man by the name of Snyder had a lease on that land. I think it was a week or two before Christmas.

Q. Who told you that?—A. I think it was a party by the name of L. O. Anderson told me about that. I lived down at Oakland at that time.

Q. You will have to talk a little louder.—A. I say I lived down at Oakland at that time, and L. O. Anderson informed me of these matters.

Q. That was before you leased, then, of Captain Monigral, was it?—A. No; that was after.

Q. After you leased of him?—A. I leased in September of him.

Q. Was it before you went into possession of the premises?—A. Yes, sir.

Q. Now, did you pursue that inquiry and find out whether Mr. Snyder had a lease or not?—A. Yes, sir. I went down to the agency, and we tried to get instructions from Sloan, and he said that Snyder had it, and when I was down there, why, Snyder was there, and he wanted to rent the land to me, and he said that the agreements were all made, as far as I could understand, and he told me that he would make out the contracts in the spring when I came down there.

Q. Well now, was that before you rented of Monigral, as you call him? That was before you rented of that man that you now hold under, was it?—A. No; that was after.

Q. It was before you went into possession of the premises, was it?—A. Yes; that was before.

Q. Had you at that time paid anything?—A. No, sir.

Q. Had you given any promissory notes, or anything of that kind?—A. Yes; I had given two notes.

Q. Had you at that time given any promissory notes?—A. Yes, sir.

Q. That is, before you went to see Snyder?—A. Yes, sir.

Q. How many? That is, in what amount?—A. Two, I think it is.

By Mr. THURSTON:

Q. How much an acre?—A. It was \$2.25 an acre.

Q. For one year?—A. For one year.

Q. How many acres?—A. One hundred and sixty.

By Mr. ALLEN:

Q. Had you heard before giving the notes that Snyder or some other person held a lease upon this land?—A. No, sir.

Q. Now, you did not succeed in renting of Snyder?—A. Why, then when I was down there, why he said that I should move up there in the spring, that he would come out and make out the contract with me then; and when I moved up the 5th of March here, why, two or three days afterwards I went down to the agency there to find out again whether he really had a lease on it, and I was informed that he had.

By Mr. THURSTON:

Q. Who told you that?—A. Mr. Sloan. Mr. Sloan told me that he had a lease through that office, and I told him then, because I didn't get to see Snyder down there, when he wrote a letter to Snyder that day—Mr. Sloan did—to tell him to come out there to my place and make

out the agreements, or the contract. And I kept on waiting for him. No Snyder appeared. I went to work and put in my grain crop, and had about 60 or 70 acres plowed for corn, and then Snyder come around and appeared.

By Mr. ALLEN:

Q. What did he want then?—A. Well, then he wanted to make out a contract on it at \$2.25 an acre, and I stand my own improvements.

Q. And you what?—A. And I stand my own improvements.

Q. Whatever improvements you made you were to leave there?—A. Well, the improvements at present belong to Monigral, the party that I rented from.

Q. Well, you did not succeed in leasing of him, did you?—A. No; I didn't, at that time.

Q. Well, did you at any time lease of Mr. Snyder?—A. Why, after that when we couldn't make—when he didn't come to any terms then, why then they come out—the Indian police come out and fired me off and told me—

Q. Well, I asked you did you at any time succeed in leasing of Snyder?—A. No, sir.

Q. And when did the Indian police first come and put you off?—A. Why, it was—as near as I can tell it was the last—either the second or third week in May.

Q. You are a man of family, are you?—A. No, sir.

Q. They took your effects and you and took you to the edge of the reservation and left you there?—A. No; not that time.

Q. Well, what did they do?—A. Why, they just told me to hitch up the team and go down and try to lease the ground, and I went off, and went back again, and didn't pay no attention to it, because I thought Snyder didn't have a lease on it.

Q. They came out there then and put you off again?—A. Yes, sir; they come out since the second time. That was—

Q. Give the date as near as you can, as you run along, of these matters.—A. I think some two weeks ago or something; I can't tell the date, because I would have—

Q. What did they do?—A. Why, I done just the same as I done the first time.

Q. That is, they drove you off—told you to go off?—A. Yes, sir.

Q. Did you take your machinery and effects away, too?—A. Why, that time they loaded up all the household goods and took them off.

Q. Well, you came back again, did you, then?—A. Yes, sir.

Q. Did you find anybody in possession either time when you came back to take possession?—A. No, sir.

Q. And then what was done?—A. Why, then they come the third time and ejected me.

Q. Ejected you about in the same manner that they did the first two times?—A. Yes, although they moved all the stuff that I had on there off the third time.

Q. Well, now, you came back again, did you?—A. Yes, sir.

Q. What did they do?—A. They moved all my stuff off and took me down to the agency.

Q. Arrested you?—A. Yes, sir.

Q. What were you charged with; do you know?—A. I don't know.

Q. Was the charge read to you?—A. No, sir.

Q. You don't know what you were arrested for?—A. I guess for going back on the land.

Q. You don't know whether it was for resisting an officer or anything of that kind, do you?—A. I don't know.

Q. How much land have you under cultivation, do you say?—A. I have 160 of the Flournoy land.

Q. I know; but how much under cultivation—under plow?—A. One hundred and sixty.

Q. One hundred and sixty?—A. Yes, sir.

Q. And it is all in crops?—A. It's all in crops.

Q. What proportion of small grain?—A. There's 50 acres in small grain and 110 acres in corn.

Q. Have you harvested your small grain?—A. Harvested a part of it.

Q. And what proportion of it is standing now?—A. Why, I guess there is about 10 acres.

Q. Oats or wheat?—A. Wheat.

Q. Nothing to prevent your harvesting it now except your being under arrest, is there?—A. Why, I couldn't be in the field when I am here.

Q. Well, I say nothing but your being under arrest now to prevent you from harvesting it?—A. No, sir.

Q. When did you say this last disturbance occurred; that is, the last time they evicted you?—A. The last time was last week—last Wednesday.

Q. Well, do you remember when Judge Norris issued an injunction here? Do you remember that time?—A. It was the same day that that injunction was served down there at the agency I was there.

Q. Before or after the injunction was served?—A. It was the same day.

Q. Well, I know; but with reference to the hour, was it before or after?—A. The date, the hour? Well, I guess that they come in after; an hour or so after. I couldn't just say.

Q. After the injunction had been served or after they had evicted you, why then you went down and found the injunction, did you?—A. (No answer.)

By Mr. THURSTON:

Q. Which was first, the injunction down at the agency or your turning out?—A. Oh, I was first.

By Mr. ALLEN:

Q. So that the police that put you off did not necessarily know anything about the injunction at that time?—A. I don't know; I could not say; but when I was down there that time, why they left me go under the circumstances that I should go and meet Snyder and settle with him.

Q. Now, with reference to your crops; has anybody made any claim to your crops?—A. Why, nothing more than what the—I have heard from the agent that he is going to harvest some of them.

Q. Why, you did not hear the agent say so himself, did you?—A. No; I don't think I did.

Q. What we want to know is whether any person has come to you and made any claim upon your crops?—A. No, sir.

Q. Or claimed the land from you since this disturbance has begun?—A. Not more than Snyder may have claimed that he had it.

Q. When did Snyder last make his attempt to get an adjustment of this matter with you?—A. Why, that was last Thursday. Why, I come down here and was going to settle up with—Mr. Sloan wrote a letter to

Mr. Strong there that he should fix up the matters between us, and as I come down, why Mr. Snyder was in town, and as far as I could understand we had all the contracts; agreed upon the money that we was going to pay down cash. We was to meet here last Saturday, and during the time we was discussing these matters, why Mr. Strong told me I had to go out and get a permit to go back from Mr. Sloan, and when I went out to get him, why Snyder went out—well, about a minute or so afterwards, from what I can learn—and said he would be back in a few minutes; and he never showed up afterwards, but he got on the train and went to Bancroft, as I understand.

Q. You were then prepared to make a lease with Mr. Snyder, were you?—A. Yes, sir.

Q. Prepared to pay him the amount in money?—A. Yes, sir; that Saturday we met here at 10 o'clock with the money to pay down.

Q. Mr. Snyder understood that, did he?—A. Yes, sir.

Q. You informed him of that fact?—A. Yes, sir.

By Mr. ANDREWS:

Q. He came for that purpose, did he?—A. Yes, sir.

Q. At least, that was the arrangement between you and he?—A. Yes, sir.

By Mr. ALLEN:

Q. While you went to get a permit, leaving Mr. Strong to act for you with Mr. Snyder, Mr. Snyder went out and did not return?—A. No, sir; he did not return.

Q. Now, have you paid either of these notes that you gave Captain Monigral?—A. No sir; not yet.

Q. Had you secured them in any form, by chattel mortgage or in any other form?—A. No, sir.

Q. Was there any agreement between you and Monigral that if you had trouble about the land he would surrender the notes to you?—A. Why, as far as I can learn—why, he didn't want me to pay two rents.

Q. No, but that isn't what I asked you. Was there any agreement or understanding between you that if you were compelled to pay rent to some other person—A. Not more than his word.

Q. And his word was that if you were compelled to pay rent to other persons he would surrender these notes to you?—A. Yes, sir.

Q. Have the notes been surrendered to you?—A. Why, they were placed in the Farmers and Traders' Bank in Wakefield, and I don't know whether they are there yet or not.

Q. Well, have they been delivered to you?—A. No, sir.

Q. How long have you been on the reservation?—A. I have been here since the 5th of March.

Q. You were not there before that time; that is, you never have been an occupant of any land on there?—A. No, sir.

Q. Have you been engaged in any manner in inciting hostility to Captain Beck's administration of the law over there?—A. No, sir.

Q. Have you been guilty of any lawlessness that you know of?—A. How?

Q. Have you been a disturber of the peace, or guilty of any lawlessness that you recall?—A. Not that I know of.

Q. The settlers over there are of average intelligence and honest Nebraska citizens, are they not?—A. As far as I can learn I think they are.

Q. And perhaps as law-abiding as any other community?—A. Yes, sir.

By Mr. THURSTON:

Q. Who was this Snyder that claimed to have the lease? Who is Snyder, the man who claimed to have a lease to your land?—A. Why, from what I have learned from others, he has been in the office down there, but he has resigned.

Q. Been in the office where?—A. At the agency.

Q. Doing what?—A. Well, I can't say how long he has been there, because—

By Mr. ANDREWS:

Q. Was he a Government farmer there?—A. That's what I heard; that he was a Government farmer.

By Mr. THURSTON:

Q. Holding an official position there, as you understand it?—A. Yes, sir; that's the way I understood it, that he held an office there.

Q. Has he been an actual farmer himself, cultivating land himself, as far as you know?—A. No, sir; I know nothing about that.

Q. Before you went on there, as I understand you, Snyder told you to go on, and— A. Yes, sir.

Q. And you went on under an engagement with him; under his permission?—A. Yes, sir.

Q. The man that Sloan, the agency clerk, told you had a lease for the land?—A. Yes, sir.

Q. Now did Snyder ever show you any lease?—A. No, sir.

Q. Did Snyder ever come and demand possession in his own name of the premises—of the land?—A. Why, all that he claimed he claimed that he had a lease on it.

Q. I know; but did he ever come and tell you to get out?—A. No, sir.

Q. Or ask you to get off and deliver up to him?—A. Well, the time—that first time when I was ejected—why he said that he was going to put another man on there.

Q. Well, was that before or after they put you off?—A. That was after they put me off.

Q. Well, now while you were in possession of that land at any time did Snyder ever come to you and demand possession; tell you to get out?—A. He didn't tell me to get off, but he told me that he was going to put another man on there.

Q. Well, that was when you were off, you say?—A. Wasn't off then.

Q. Oh, you were not off then?—A. No, because when I—

Q. Well, was Snyder with the party that put you off at any time?—A. No, sir.

Q. Just the Indian police?—A. Yes, sir.

Q. Do you know what order the Indian police acted under?—A. Why, as far as I can understand I guess they went under the agent.

Q. How old are you?—A. I am 30.

Q. Where were you born?—A. I was born in McHenry County, Ill.

Q. How long have you lived here in this State?—A. I have lived in this State eleven years last spring.

Q. What has been your business since you grew up?—A. Why, farming.

Q. Were you brought up on a farm?—A. Yes, sir.

Q. How are you fixed? Have you any property or anything outside of what you can show up in crops on this land?—A. Why, I have a homestead in Colorado. That's all I have.

Q. Well, have you now anything to depend upon through this next winter for your living except what you can get out of those crops that you are raising?—A. No, sir.

Q. What, in your judgment, is the value of those crops, or will be when they are harvested?—A. That is pretty hard to answer.

Q. Oh, just give your best judgment. What is it worth per acre for corn, and how much for small grain on an average?—A. Well, I think it ought to average between \$5 and \$10.

Q. On the whole 160?—A. Yes, sir.

By Mr. ALLEN:

Q. Was Mr. Snyder the official farmer of the agency at the time he was negotiating with you for this land?—A. Well, I don't know when he resigned.

Q. You don't know when he resigned?—A. No.

Q. He had been, however, the farmer, had he?—A. That's what I have learned; that he was the Indian farmer.

Q. Where was he living at that time?—A. Well, I couldn't say where he was living.

Q. Did you understand at the time that he was then the farmer when you were negotiating with him?—A. Well, I can't remember that.

By Mr. ANDREWS:

Q. Was there any effort, forcible or otherwise, made to eject you from this land before the time the Indian police came to you the first time?—A. No, sir.

Q. Mr. Snyder had the understanding all along from the 5th of March that you were on the land?—A. Yes, sir.

Q. You saw him a number of times, did you, between the 5th of March and the time the police first ejected you?—A. I seen him once.

Q. But he understood that you were on the land?—A. Yes, sir.

Q. That you were farming it?—A. Yes, sir.

Q. And that no forcible action or other action had been manifested to dispossess you until after the crop was fairly well matured?—A. That's—as far as I can understand, that's right.

By Mr. ALLEN:

Q. When you were evicted by the Indian police did you say anything to them about your crop?—A. No, sir.

Q. Did they say anything to you as to who would harvest the crop?—A. Not what I could learn.

By Mr. THURSTON:

Q. Who was in charge of the Indian police that put you off?—A. Well, I don't know.

Q. Was it an Indian?—A. They were Indians, all of them.

Q. Any white men in the party?—A. No, sir.

Q. Any white man or officer other than an Indian in charge of the police?—A. No, sir.

By Mr. ALLEN:

Q. What was their manner of treatment of you?—A. Why, the first two times they treated me, you might say, "white," but the last time they didn't.

Q. What did they do the last time?—A. Why, I had a gun there, and in the morning, as they come, why, my brother told me to put that in my pocket—

Q. You mean a revolver?—A. Yes, sir. And he said that they “won’t dare to touch you if you have that in your pocket;” and in my foolishness, why, I put it in my pocket, but it was so that everyone could see it. And they come and swarmed up on to me, and when they got to see that gun in my pocket there they just rushed right on to me like I had landed among a lot of wolves, and caught hold of my neck, and some my arms and some my neck, and threw me first on the ground and tied my hands on my back, and then let me up.

Q. And let you have the revolver?—A. No; then they took me down to the agency.

Q. That was the last time?—A. Yes, sir.

Q. Well, how many were there of them?—A. Well, my brother said that he counted 24.

By Mr. THURSTON:

Q. How many do you think were in the gang?—A. Oh, in the gang, I couldn’t say, that had hold of me.

By Mr. ALLEN:

Q. Well, were there a dozen or more?—A. Well, as far as I can remember there was probably a dozen.

By Mr. ANDREWS:

Q. The space was covered, was it?—A. Yes, sir; as tight as they could stand in.

By Mr. ALLEN:

Q. Do you know what their condition was, as to being drunk or sober?—A. Well, I couldn’t say.

By Mr. MEIKLEJOHN:

Q. I did not hear all of your testimony. Did you state that Mr. Sloan, a clerk of the agent at the Winnebago Agency, after you went over there to lease your land referred you to this man Snyder?—A. Yes, sir.

Q. Did he state for what reason he referred you to Snyder?—A. Why, he said for the reason that he had a lease from their office.

By Mr. ANDREWS:

Q. Do you know whether Mr. Snyder made any arrangements or any effort to put in a crop or not on this land?—A. I don’t know.

Q. As far as you know he made none?—A. No, sir.

By Mr. THURSTON:

Q. Well, you would know about that if another man tried to put in a crop where you had yours in? There did not anybody else try to crop the land?—A. No, sir; there wasn’t.

WILLIAM BURG.

By Mr. ALLEN:

Q. What is your nationality, Mr. Burg? What countryman are you?—A. Swede.

Q. How old a man are you?—A. Why, I am 40 year old—45.

Q. Are you a married man?—A. No, sir.

Q. Where do you live? Where is your home?—A. Oh, it’s on the reservation.

Q. Over on the Winnebago Reservation?—A. Yes, sir.

Q. How long have you lived over there?—A. Three years ago this spring. It was in March.

Q. Have you some land leased over there?—A. Yes, sir.

Q. Of whom did you lease?—A. I lease from the Flournoy Company.

Q. And how much were you to give them an acre?—A. A dollar.

Q. A dollar an acre. For how many years?—A. Why, I got it on four years. This will be my fourth year.

Q. A dollar an acre for each year?—A. Yes, sir.

Q. And was the land broken out when you got it?—A. Yes, sir.

Q. It had been broken and a house put on it before you got it?—A. No; I paid for what's broke there.

Q. You paid for what was broken?—A. I paid for what was broke. I paid \$2 an acre.

Q. A dollar an acre for that?—A. Two dollars an acre.

Q. You paid for it yourself?—A. I paid for 20 acres that was broke \$2 an acre.

Q. Then you broke out the balance yourself?—A. Yes, sir.

Q. And how much is broken now, all told?—A. Seventy acres broke.

Q. You have it in crop this year?—A. Yes, sir.

Q. All of it?—A. I got it in corn, 65 acres, and the rest in oats.

Q. Any portion in small grain?—A. Yes, sir; there's about 5 acres in oats.

Q. Have you got your oats harvested?—A. Why, I heard they was cutting it yesterday. They was cutting it yesterday, but I was down to the agency.

Q. Who was cutting it yesterday?—A. I hired a man to come over and cut it. I was arrested.

Q. Well, have you paid your rent to the Flournoy Company?—A. Yes, sir.

Q. For the last year?—A. Yes, sir.

Q. Have you paid it for this year?—A. No, sir.

Q. Did you give notes for the rent?—A. I give a mortgage.

Q. Notes and mortgage?—A. Mortgage on the crops; yes, sir.

Q. Have you given a mortgage on the crop this year?—A. Yes, sir.

Q. What trouble have you had with the authorities over on the agency about this land?—A. Well, I went down and made application for it.

Q. You made an application for it?—A. Yes sir.

Q. When was that?—A. That was about in June—the last day of May; I think about the 20th.

Q. Well, what happened when you made the application?—A. Why, they moved me off. Wanted me to go down and make arrangements with the Indian for to lease the land.

Q. To whom did you go when you made your application? Captain Beck?—A. I went to Sloan and made the application out, and we went up to make the lease out, but then the Captain went off.

Q. Did you go and see the Indian?—A. Yes; the Indian, he went with me.

Q. And did you and the Indian agree upon the rent?—A. Yes, sir.

Q. How much was it to be?—A. A dollar an acre for three years and leave my improvement.

Q. Now, when you and the Indian agreed upon the rent did you go back to the agency?—A. I got a paper from Mr. Sloan, that I go down and make application. [Producing a paper.]

The paper referred to above is made a part of this record, and it read as follows:

OMAHA AND WINNEBAGO AGENCY, NEBRASKA, *May 24, 1895.*

This is to certify that William Burg has been to the office and made application for the land he occupies (S. $\frac{1}{2}$ SE. $\frac{1}{2}$ of sec. 7, T. 26, R. 6), and is to have notice thereof within a reasonable time.

T. L. SLOAN, *Clerk.*

Q. Well, now, you could not get the lease at that time?—A. No, sir; I couldn't.

Q. When did you go back, Mr. Burg?—A. I went back right after they told me to.

Q. Well, how long afterward? A week or so?—A. No; I went back the day after.

Q. The day after?—A. Yes, sir.

Q. And whom did you see then?—A. I didn't see anybody since.

Q. Did you talk with Mr. Sloan?—A. No; he told me that he should send me word.

Q. That he would send you word?—A. Yes, sir; and I listened for that, but I never heard from him.

Q. Well, what did you do by way of advancing any money for the rent, or anything of that kind?—A. Why, I put up the bond—security.

Q. You did put up the bond?—A. Yes, sir.

Q. At the agency.—A. No; not at the agency. I promised to bring my bond.

Q. Well, did you take your bond over?—A. Yes, sir. No; he didn't call for my bond.

Q. You did not advance any money?—A. Yes, sir.

Q. Did you give Mr. Sloan any money?—A. No, sir; he didn't call for any.

Q. He didn't call for any?—A. No, sir.

Q. Have you ever had notice from Mr. Sloan or Captain Beck or anybody to go over and complete the lease?—A. I never had any.

Q. You never had any notice?—A. There's notice this spring from Captain Beck or from the Government. I don't understand that.

Q. Well, I know; but since you got this paper?—A. No, sir; I haven't had anything at all.

Q. You haven't heard from them?—A. No, sir.

Q. They haven't been over to your place, nor you haven't seen them?—A. No, sir.

Q. You have been thrown off of your place, have you?—A. Yes, sir.

Q. When were you thrown off?—A. The last time?

Q. Well, the first time?—A. Well, the first time it was about six weeks ago, wasn't it? No, it's longer. It was after I got my crop in.

Q. The police came down and put you off?—A. Yes, sir.

Q. Did they use any violence to you?—A. No; I went willingly.

Q. Take your things off, did they?—A. Yes, sir.

Q. And then you went back after they went away?—A. Yes, sir.

Q. And then they removed you again, did they?—A. Why, the last time, when I heard they was coming, I skipped out.

Q. And you watched until they were gone again, did you?—A. Yes; I heard that from my neighbor.

Q. And when they were gone you went back again and went to work?—A. I had some people that feedd my stock.

Q. And you went back the second time and went to work, did you?—A. Yes, sir.

Q. And then did they come after you the third time?—A. Yes, sir; that was last Friday.

- Q. Last Friday?—A. Yes, sir.
- Q. What time in the day was it Friday that they came to your place?—A. The last time?
- Q. The last time.—A. Why, I wasn't at home then.
- Q. You were not home?—A. They arrested me over to my neighbor's.
- Q. Well, did they come over and get you?—A. Yes; they took me right there.
- Q. What time in the day was it?—A. That was in the afternoon, about 3 o'clock.
- Q. Well, did they use any violence on your person?—A. No; I went willingly.
- Q. And where did they take you?—A. Took me down to the agency.
- Q. And what did they do with you after they got you there?—A. Why, they put us into the hotel.
- Q. Put you into the hotel?—A. Yes, sir.
- Q. And they fed you?—A. Oh, yes; we got our meals.
- Q. And got a bed?—A. Yes, sir.
- Q. Put any irons or ropes on you, or anything of that kind?—A. No, sir.
- Q. Did they treat you pretty well?—A. Oh, yes; they did.
- Q. You are now under arrest, are you?—A. Yes, sir.
- Q. And have to go over to the agency to-day to answer to some charge against you?—A. Yes, sir.
- Q. Do you know what that charge is, Mr. Burg?—A. No, sir; I don't know.
- Q. Did they read any paper to you?—A. No, sir.
- Q. Give you a copy of any paper, or anything of that kind?—A. No, sir.

By Mr. THURSTON:

- Q. How long have you been in this country, Mr. Burg?—A. Fifteen years.
- Q. Are you a naturalized citizen of the United States?—A. Yes, sir.
- Q. How have you conducted yourself since you have been in this country? Have you been a peaceable, law-abiding, good citizen?—A. Yes, sir.
- Q. Ever had any trouble with your neighbors or anybody?—A. No, sir.
- Q. Any disturbances?—A. No.
- Q. What have you been doing since you have been here?—A. Oh, I, farming sometimes. The first five or six years I was railroading between Omaha and Sioux City.
- Q. Been working at hard work or farming?—A. Yes, sir; hard work.
- Q. Have you any property or any means outside of what you have out on that place?—A. No, sir; not anything.
- Q. What do you say is the value of your crops there when they are harvested?—A. Why, the crop would figure out about \$500—the crop now.
- Q. Did you put a house on that place?—A. Yes; I did.
- Q. Frame?—A. Yes, sir; a little frame house.
- Q. How large?—A. 12 by 16.
- Q. Any other improvements?—A. Barn for four head of horses, chicken house, and a little pasture and a well.
- Q. Do you know these other men whom they have been trying to get off of there, generally?—A. Yes, sir.
- Q. What are they—good, hard-working farmers?—A. Yes, sir; what I know of them.

Q. Orderly and law-abiding?—A. They all seem to be honest people.

Q. How many of these Indian police went out together to put you off?—A. The first time there were twelve.

Q. An Indian in command—all Indians?—A. Yes, sir; they were all Indians.

Q. Were they armed?—A. Yes, sir; every one had guns.

Q. Had guns?—A. Yes, sir.

Q. You did not resist them?—A. No.

Q. Well, I wouldn't have done it myself.

By Mr. MEIKLEJOHN:

Q. Mr. Burg, you say you saw Mr. Sloan the second time at the agency. Did you see him the second time?—A. No; they never give me a chance to come down more than the first time.

Q. Did you see him once in a while?—A. I saw him here in Pender some time, alone.

Q. Did he ever refer you to anyone to make a settlement relative to your land—refer you to any other person?—A. No; the second time I couldn't get a chance, for the last—the second time I was riding to go down and lease my land the Indians come up to me and told me that he had leased it already.

Q. Who told you that?—A. My neighbor; the man that got it now.

Q. Do you know whether anyone has a lease of this land of yours to-day?—A. Yes, sir, my neighbor; he got my land.

By Mr. THURSTON:

Q. Got a lease on your land?—A. Got a lease on my land. That's what he claims.

Q. When does he claim he got it—what time in the year?—A. He claims he got it about three weeks ago.

By Mr. ALLEN:

Q. Who did he get it from, Mr. Burg?—A. He said he leased it from Captain Beck, or Sloan.

By Mr. MEIKLEJOHN:

Q. What is his name?—A. Wheeler.

Q. Do you know his full name?—A. S. G. Wheeler.

Q. Is he making any claim to your crop now?—A. He isn't trying to do it yet, but I had a man cut my oats, and he come over and spoke to me if he had a law against my cutting my oats, and he said he wouldn't refuse for me to cut my oats, "but at the same time I wouldn't say you should," he said; that's all.

Q. You have had no talk with this man Wheeler, have you, relative to settling this matter?—A. Why, he come up just the second morning after he leased it, and told me he had the lease on it, and if I want to stay I could make my agreement with him and he would let me stay another three years.

Q. Did he state to you what the agreement would be?—A. He told me that he would let me have it for \$1.25 an acre and leave my improvements, for three years, but he would count this year's, too, and I told him it was too hard to leave my improvements and pay that much.

By Mr. ANDREWS:

Q. What was the price per acre at the agency for leasing you or renting this land? Did they make any price when you went to Mr. Sloan?—A. A dollar an acre.

Q. He was to lease to you at a dollar an acre?—A. A dollar an acre.

Q. That was to include this year also?—A. Yes, sir.

By Mr. THURSTON:

Q. That was your agreement with the Indian?—A. Yes, sir.

By Mr. ANDREWS:

Q. And you were to either pay cash so much in advance or put up a bond for the payment?—A. Yes, sir.

Q. And you were willing to supply the bond as soon as the lease would be made?—A. Yes, sir.

Q. And how did you expect to dispose of these other notes that you had given to the Flournoy Company and secured by mortgage on your crop, as I understood you to say?—A. Why, I make my note that if I could lease it for so long a time that I didn't care if I should pay two times.

Q. Then you were willing to pay two rents for this year rather than be disturbed in the possession of that land for this year, with the chance you would get for the other two years?—A. I would rather do that rather than that I would lose it all.

Q. In other words, you put yourself in position, as shown by this written statement, to pay the two rents rather than be disturbed, and you failed to make that lease because the captain or agent there failed to report to you properly in making the lease?—A. Yes, sir.

Q. What is Mr. Wheeler's business or occupation, do you know?—A. Why, he is a farmer.

By Mr. THURSTON:

Q. Did he have a lease from the Flournoy Company?—A. Yes, sir.

Q. And he fixed up his affairs with the agency?—A. Yes, sir; he did. For the last year he was trying to buy my buildings. He had this ground what I have, and I told him I would like to have the farm myself.

By Mr. MEIKLEJOHN:

Q. What is the value of your improvements?—A. Oh, my improvements will be about \$150.

Senator ALLEN. Now, gentlemen, as we announced night before last, we are here for the purpose of hearing all these complaints such as you may have to offer, and we want facts and not rumors. We have examined these three witnesses because they have to go back to the agency. We are now prepared to listen to any of the citizens who are interested in this matter.

SWAN J. LARSON.

By Mr. ALLEN:

Q. Now, Mr. Larson, where do you reside and what is your age?—A. I reside on the Winnebago Reservation.

Q. How old are you?—A. Thirty-four.

Q. Are you a married man?—A. Yes, sir.

Q. Wife, and how many children?—A. Three children.

Q. How long have you lived over there?—A. Four years.

Q. You are occupying some leased land, are you?—A. Yes, sir.

Q. From whom did you lease?—A. The Flournoy Company.

Q. When did you lease from them?—A. In 1892.

Q. You cultivated the land first in 1892?—A. Broke it up.

Q. Broke it up in 1892, cultivated it in 1893, 1894, and this year? How much land have you under cultivation over there?—A. I have

got 180 acres that I leased the first time. Since then I have bought two other places out. They had leased it. I bought the right and improvements.

Q. How many acres have you this year under cultivation, all told?—A. I have got 240 acres.

Q. What other improvements have you, aside from the breaking that you have done and the purchase?—A. I have got houses and barns and wells and pastures and fences.

Q. What is the fair, honest cash value of all of these improvements?—A. One thousand two hundred dollars.

Q. Do you think they would sell for that?—A. Yes, sir; that is, fences and all. I have got a good deal of fences.

Q. When were you first notified, or when did you first know, that there was any conflict between the Flournoy Company and the agency with reference to these lands?—A. Why, it was two years ago, I think.

Q. Two years ago?—A. Yes, sir.

Q. Two years ago last fall?—A. Yes, sir.

Q. And did you receive that notice from Captain Beck?—A. No; what the United States marshal said.

Q. The United States marshal served you with some paper, did he?—A. No—well, they served on all the people here.

Q. They served notice on you to get off?—A. Yes, sir.

By Mr. MEIKLEJOHN:

Q. Ejectment notices were served two years ago?—A. That's all the notice I have had.

By Mr. ALLEN:

Q. That came through the agency?—A. Yes, sir.

Q. Notifying you to get off of the lands or to lease them?—A. Yes, sir.

Q. What did you do then, Mr. Larson?—A. Why, I went down and seen them.

Q. You went down and saw Captain Beck, did you?—A. Yes, sir; he told me I could have the land, I could have the first right to lease it, and I told him I had a good deal of money invested and I would like to lease it, and I wanted to be sure and get it. He told me I could, but he couldn't lease it at that time, but he would notify me when I could come down and make the lease, and that notice I never got yet.

Q. Well, now, you then got some kind of a notice in the form of an eviction, did you?—A. No, sir.

Q. Well, have you been evicted from the land?—A. Yes, sir.

Q. When were you first put off?—A. It was the 17th of July.

Q. This year?—A. Yes, sir.

Q. And your family taken off?—A. Why, we heard they was coming, and they moved off the day before.

Q. They took you, however?—A. Yes, sir; and I was here in town when they moved me. I never seen them at all.

Q. Well, then, they did not actually evict you? They took your things off, did they?—A. Yes, sir. I had two hired men, and they took them.

Q. Well, what did you do then? Did you go over and see the Captain?—A. No, sir; my land was leased, and Sloan told me I could not get it at all.

Q. Did you go and see Sloan?—A. Yes, sir; I have been there as much as a dozen times. The last time I was there he said I could not get a foot of land because I was in the notice of injunction fighting them.

Q. Well, now, did you then try to compromise with them after first being evicted?—A. Yes, sir; I thought I would try it.

Q. What did you offer to do?—A. Why, I offered to take a lease, if I could get it right, and run the chances of paying two leases, if I could get it so that I could.

Q. Well, did you make them any offer? Did you make the Captain or Mr. Sloan, his clerk, any offer?—A. Well, he told me that I could see the Indian, and I went and seen the Indian and made a bargain with him. Well, first they said I couldn't have the land, because the Indian said that he was on my land and I abused him, and he wouldn't lease it to me; and so I sent and got the Indian and got him in there and took him right in before them and asked him if I had done that, and he said no. Well, then they turned around and said that he had signed one lease and could not sign another one.

Q. The Indian said?—A. No; Sloan said that he had signed one lease and he couldn't sign another.

Q. Did he say to whom he had leased it?—A. Why, he said it was Ashford.

Q. Which one of the Ashfords?—A. John Ashford.

Q. Well, did you ask Mr. Sloan why he leased to Ashford without notifying you?—A. Why, he said that I had notice enough; that I didn't come down.

Q. Did you call his attention to the fact that the Captain had agreed to notify you?—A. Yes, sir.

Q. What did he say with reference to that?—A. Why, he said we had notice enough in the papers.

Q. Did you call Captain Beck's attention to that?—A. I went to Beck, and he said, "You can go to Sloan. Whatever he does is all right." He wouldn't speak to me.

Q. Now, did they refer you to any person of whom you could lease?—A. Yes, sir.

Q. That was Ashford, you say?—A. Ashford, and then another man by the name of McTiger.

Q. Did you go to either Ashford or McTiger?—A. Yes, sir; I went to Ashford.

Q. What terms did you offer him?—A. Well, I asked him what he would do about it, and he said he had \$32 invested in my land, and he wanted out of it what he had paid the Indian, and then I could go to McTiger to fix up the papers.

Q. Did he tell you how he had invested the \$32?—A. Why, he said he give the Indian stuff out of the store.

Q. He had a bill against the Indian?—A. Yes, sir.

Q. And if you would pay that, then you could go to McTiger and make terms with him?—A. Yes, sir.

Q. Well, did you agree to pay it?—A. Yes; that I would pay it if I got a lease.

Q. Did you go to McTiger?—A. No, I didn't go to him; but I told him to send him over. I couldn't go down there, it was right in corn-planting time.

Q. Who is McTiger?—A. I never seen him more than once.

Q. Do you know what his business is?—A. No, sir.

Q. He isn't a farmer, is he?—A. I couldn't say; I tried to find out, but I don't know what he is.

Q. Did he have the appearance of a farmer or a business man?—A. I guess he is some kind of a business man.

Q. What did McTiger say to you?—A. He came over there, and I was going to the agency that day, and he come right back, and I seen

him down there, and he asked me if I wanted to settle with him, and I asked him how he wanted to settle, and he said he had my land, and I asked him if he could give me a good lease, and he said he couldn't, he could give me a contract.

Q. Why did he say he could not give you a good lease?—A. He said he couldn't, and I asked him why, and I told him I wouldn't take a contract; I had been bothered so much that if I didn't get a good lease I wouldn't do anything; and he said he didn't have no lease himself.

Q. Well, did you call his attention to the fact that Mr. Sloan said he had a lease?—A. Why he didn't say he had a lease; he said it was leased, but he didn't—

Q. Sloan said it was leased?—A. Yes; I asked him to show the lease, and he said he didn't have it.

Q. McTiger or Sloan?—A. Sloan.

Q. I understood you to say that Sloan told you that Ashford had leased it?—A. Well, he said he had it leased, and I went to him and he said that he had only \$32 in it, and then I could go to McTiger, and so I don't know who had the lease.

Q. Did any of these gentlemen show you a lease or offer to show you a lease?—A. No, sir; I never seen one.

Q. Did any of them say that they had actually leased it?—A. Why, they said they had the land, but they wouldn't show no lease.

Q. Refused to show a lease when you requested them to do so?—A. Yes. I told this man if he would show me a lease, so that I could see what he was doing, I would take it off his hands and give him \$50 for his trouble.

Q. What amount did he want?—A. He said that wasn't enough.

Q. What did he want?—A. Why he wouldn't say. I asked him to make me a proposition, and he stood there a long while, and he wouldn't do anything; and so the Indian that owns the land come up there and went at him about the money; told him that he had been promised the money on that land, and if he didn't pay it he had to give the lease up, and he would lease it to me.

Q. Do you know whether McTiger is connected with the agency over there or not?—A. That's what I heard.

Q. In what capacity?—A. Why he has leased a lot of land. There is a man here to-day that he has been to and said he has got his land.

Q. Do you know whether he is an officer over there or a clerk or anything of that kind?—A. No; that I don't know. I don't think he is.

Mr. GRAVES. Just for your information, Senator, I will say that McTiger is a farmer on the Omaha Reservation, farming quite a tract of land east of the Omaha Reservation on the Missouri bottom.

Senator ALLEN. Entirely out of range from this gentleman?

Mr. GRAVES. About 25 miles from the land occupied by this gentleman.

Q. Any of these gentlemen say to you that they would see that you were evicted if you did not pay it?—A. Yes, sir; he said if I didn't pay he would have me put off.

Q. Who said that?—A. McTiger.

Q. Did he say how he would put you off?—A. By the police.

Q. Did he state to you what authority he had for making that statement, or what arrangements he had for putting you off?—A. No, sir.

Q. How long was it after this, now, before you were actually put off of the land?—A. Why, it was the 26th of June that I seen him, and the 17th I was put off.

Q. The 17th of what?—A. July.

Q. The 17th of July?—A. Yes, sir.

Q. Now, that was the first time you were put off?—A. Yes, sir.

Q. What number of policemen came over to your place?—A. Why, my hired men said there was 32.

Q. All Indians, were they?—A. Yes, sir.

Q. Under command of an Indian officer?—A. Yes, sir.

Q. And you went back, of course, afterwards?—A. Yes, sir. I come home the same evening, and we started to move the things back. They just moved the things out of the house—cleaned the house. They didn't touch any machinery or didn't move my hogs. They said there were too many, and they couldn't handle them.

Q. Too much work in it?—A. They couldn't handle them. They had smashed up most of the furniture, and they took quite a bit of stuff with them that we lost.

Q. They injured some of your machinery?—A. Yes, sir.

Q. In what respect?—A. The furniture; broke it all up.

Q. Well, did they break your chairs and tables?—A. Yes, sir; they broke four chairs, and the bureau they broke that so they couldn't handle it, and they left that laying in the house.

Q. Well, would that breakage occur as an incident to removal?—A. Well, I don't know.

Q. Or did it seem to be wanton?—A. Well, I don't know. They couldn't be broke—

Q. Could these articles by ordinary care have been removed without being broken?—A. Yes, sir.

Q. They were not fixtures, or anything of that kind?—A. No, sir. And most of the dishes—one-third of them was broke.

Q. What did they carry away, if you know?—A. Why, we lost my wife's gold ring and several other little things that were missing.

Q. Did you ever go over to the agency and complain to Captain Beck or any of the officers about the depredations of the Indians?—A. No, sir.

Q. Never made any complaint. Well, now, when did they come after you the second time?—A. Well, I only was moved once.

Q. Well, you are under arrest now, are you?—A. No; not yet. I heard that I was to be arrested.

Q. Well, did you go back there, and were any Indians left in charge of your place?—A. They said there were four that night, but I was to a meeting and didn't come home till daylight in the morning.

Q. Well, did you ever scare any Indians off of your place?—A. No, sir; I can get along well with the Indians.

Q. The white man troubles you. Well, now, do you know what charge is made against you? You say you understand you are to be arrested.—A. Why, for going back. That is what I understand.

Q. That is since this gentleman, Mr. Sawyer, has come up into this country?—A. Yes, sir.

Q. Probably originated yesterday or the day before?—A. Yes, sir. Well, the same day that they took those two men. They said they had my name on the list. I was in Emerson.

Q. Well, now, have you paid your rent to the Flournoy Company?—A. Yes, sir.

Q. For how many years?—A. For four years.

Q. And when you entered into this contract with the Flournoy Company were you a member of the company?—A. No, sir.

Q. Have you ever been a member of it?—A. No, sir.

Q. Was that an entirely good-faith transaction on your part, Mr. Larson?—A. To the company?

Q. Yes, sir.—A. Yes, sir.

Q. That is, you believed at that time that they had a right to lease?—
A. Yes, sir.

Q. And you made what you supposed to be an honest contract, that you intended to live up to, and you thought they had authority to make it, did you?—A. Yes, sir; there was lots of them leasing, and I thought I was safe.

Q. Now, in the cultivation of this land and in the improvements that you have made, have you cultivated it and made your improvements with the ordinary skill of a farmer of your class and means?—A. Yes, sir.

Q. What notes, if any, do the Flournoy Company now hold against you?—A. They hold the notes for this year's rent—1895.

Q. Did you give Captain Beck or Mr. Sloan or any person connected with the agency to understand that you were willing to lease through them and run the risk of paying two rentals for this year rather than to be evicted?—A. Yes, sir, I have; but they said I have been fighting against them, and they would not give me any. That's what Sloan said.

Q. Who said that you had been fighting against them and they would not give you a lease?—A. Sloan.

Q. Sloan said that to you?—A. Yes, sir.

Q. Did he say it to you in the Captain's presence.—A. No, sir.

Q. Did they put the refusal to give you a lease upon the sole ground that you had undertaken to preserve your legal rights?—A. Yes, sir; he said I had been fighting them on the injunction, and that if he could help it he wouldn't let me have a foot of land.

Q. Have you fought them in any other way than through the courts?—
A. No, sir.

Q. You haven't undertaken to use any force—A. No, sir; I haven't.

Q. Have you been respectful in your intercourse and deportment with them?—A. Yes, sir; I have been abused a good deal down there, but I never talked back to them.

Q. You have been abused a good deal?—A. Yes, sir.

Q. How was that?—A. Why, they have been saucy, and said they didn't have anything to do with me.

Q. Were they cross and impudent in their manner of talking to you?—A. Yes, sir; couldn't hardly get them to speak to me.

Q. Who was that?—A. Sloan, mostly; because Beck sends most everyone to Sloan, and he did me. "What you can do with Sloan is all right."

Q. Your intercourse with them has been such as an ordinary business man of your capacity would hold with another man?—A. Yes, sir.

Q. You haven't labored under anger or excitement of any kind?—
A. No, sir. Once he said I couldn't furnish a bond, and I asked him if the money was good enough; I would pay it all cash if I could get it. He said he wouldn't take it.

Q. Well, were you in a position at that time to have paid all cash?—
A. Yes, sir. I made arrangements with the bank to get the money.

Q. By which you could have got the money and paid it?—A. Yes, sir.

By Mr. STRODE:

Q. Mr. Larson, did you have any trouble with any minor heirs with reference to any portion of this land? Have there been any suits commenced. (This is one of the men that Captain Beck said something about last night, and I have forgotten just what it was he said about it.)

By Mr. ALLEN:

Q. Were you sued here in the county court for any minor children?—
A. Yes, sir; it's a piece of land that I hold that I understand that there was a guardian appointed, and I have got the land leased, and I paid the rent, and then they sued me for the rent over again for the last two years and I refused to pay it.

Q. Have you been a guardian of any minor children?—A. No, sir.

Q. You haven't been sued as a guardian or anything of that kind?—
A. No, sir; I was just sued for the rent.

Q. Well, have you been administrator of any estate over there?—
A. No, sir.

Q. Has there been any question about your being delinquent upon any trust fund or anything of that kind?—A. No, sir.

By Mr. STRODE:

Q. Well you have gone on and appealed upon the same case. That has been appealed?—A. Why, yes, there was another man sued for the same thing exactly, and we signed each other's bonds.

Q. Took the cases to the higher court?—A. They asked us to pay it, and of course we didn't feel like paying it. We had paid it once.

Q. The probate court here found against you and you have appealed the case to the district court, have you?—A. Yes, sir.

Q. And you signed another man's bond and he signed yours, in like cases?—A. Yes, sir.

Q. And appealed those cases?—A. Yes, sir. Sloan said that was one reason that I couldn't get any land. He said he was going to fight me on every foot of land, because I signed those bonds. He said I was fairly beat, and I ought to pay it. I told him that if he was in my fix I didn't think he would pay it. I paid it once, and I don't think I ought to pay it twice.

By Mr. THURSTON:

Q. Who was the attorney who tried those cases?—A. Sloan.

Q. The same Sloan who is agency clerk?—A. Yes, sir.

By Mr. ALLEN:

Q. He is also a practicing attorney, is he?—A. That's what I understand.

By Mr. ANDREWS:

Q. Was he at that time a clerk at the agency?—A. Yes, sir.

Q. At the time he prosecuted this claim?—A. Yes, sir; and that is one reason why they wouldn't let me have my land, because I tried to stand up for my rights.

Q. Well, do you understand, then, that Mr. Sloan stands in the capacity of clerk for the agent, and also as an attorney in prosecuting claims in courts?—A. That's the way I understand it.

Q. In this case you are quite confident that that is true?—A. Yes, sir.

By Mr. ALLEN:

Q. Has there been anything in your method of business, conduct, or your conversation with any of these gentlemen that should induce them to select you out as a special object of avoidance or a refusal to deal with you, other than your connection with this injunction case or litigation?—A. No, sir; and I think they can't get no proof, neither. I asked them to prove it once what they had against me, and they wouldn't say. They told me, though, that I was fighting against them.

Q. Have you been a law-abiding citizen?—A. Yes, sir.

Q. Have you been arrested before?—A. No, sir; I never had a suit before.

Q. You have used your neighbors well, and they have used you well?—A. Yes, sir; I have had no trouble.

Q. Have you incited any disturbance against the authority of the agent?—A. No, sir; I didn't. I was just attending to my own business.

Q. I suppose you people over there, the settlers over there, are good, fair, honest, hard-working, and intelligent class of citizens, are they?—A. Yes, sir.

Q. About the same degree of intelligence and honesty and industry that other citizens possess?—A. Yes, sir; we haven't had no trouble.

By Mr. STRODE:

Q. Have you ever furnished any intoxicating liquors to the Indians, Mr. Larson?—A. No, sir.

Q. Ever been charged with any offense against any of the Indians?—A. No, sir.

Q. You get along with them peaceably and quietly, have you, always?—A. Yes, sir. The Indian is willing and was willing all the time to let me have his land if he could have leased it to me, but they wouldn't make out the lease; and the Indian took me outside of the office once when I was there and asked me to go to Sloan and tell him I would give him \$10 and I would get the lease, and I told him I wouldn't do it; if I couldn't get it right I wouldn't at all.

By Mr. ALLEN:

Q. Mr. Larson, have you ever been approached by any of these persons or by any person with the suggestion that by the payment of money to some agent or clerk or something of that kind you would be treated with upon fair terms?—A. No, I haven't but I knew that all the time that I could buy my way in if I had wanted to.

Q. Well, how did you know that?—A. Why, once here I told Sloan if he would try and help me out with my land—it was right here in town—that I would be willing to pay him for it; and he never talked to me before, but he turned around and talked to me then.

Q. What did he say to you in reply to that?—A. Why, he said he would try and help me out.

Q. Did you tell him how much you would give him?—A. No, sir; I just told him I would make it all right with him if he would help me out.

Q. Well, was that since you had your trouble?—A. It was before we had this lawsuit, but it was after my land was leased, but it seemed as though he could have got it back if I had paid him.

By Mr. THURSTON:

Q. How old are you, Mr. Larson?—A. Thirty-four years of age.

Q. Where were you born?—A. Born in Sweden.

Q. How long have you been in this country?—A. In Nebraska?

Q. No; in the United States.—A. Been here twenty-six years.

Q. Are you a naturalized citizen of the United States?—A. Yes, sir.

Q. What has been your occupation since you have been in this country?—A. I have been farming ever since I could walk behind a plow.

Q. You are a practical farmer?—A. Yes, sir.

Q. Do you know generally these men who have leased from the Flournoy Company and whom they are seeking to turn out now? Do you know them generally—acquainted with them?—A. Pretty well, I

do, as I was one of the first ones on the reservation. Well, there had been a few leases, but I was one of the first settlers, I guess.

Q. What are they? Are they what we call poor men? Do they have any means except what they seem to get from farming the lands they live on?—A. No, sir; they haven't only what property they have got.

Q. What have they accumulated out there on these leased lands?—A. Well, some of them had a little money to start in with.

Q. They have all put up improvements, have they?—A. Yes, sir.

Q. And the land was prairie, unbroken, when they went on there?—A. Yes, sir.

Q. They have put it under cultivation, and have improved it by their hard work?—A. Yes, sir.

Q. What is the value—fair value—of your standing crops; of your crops as they are on the land?—A. Well, I have got a good crop. I don't know what the prices will be, but they ought to be worth \$6 or \$7 an acre if I get a good crop.

By Mr. ANDREWS:

Q. How many acres?—A. Two hundred and forty acres—200 acres in corn, and 40 acres in wheat and oats.

By Mr. ALLEN:

Q. Have you harvested your small grain?—A. I was ready to harvest it when they come and put me off.

Q. Are you harvesting it?—A. Yes, sir; they are harvesting it now.

Q. Some person for you?—A. Yes, sir; I have to keep three hired men.

The further hearing in this matter on the part of the delegation is now discontinued until 1 o'clock on the same day, to wit, July 25, 1895.

At 1 o'clock p. m. on the 25th day of July, 1895, pursuant to adjournment, this hearing is resumed, all the members of the delegation hereinbefore named being present.

R. H. SILVERANCE.

By Mr. THURSTON:

Q. Where do you live?—A. About 5 miles east of Emerson, and a mile and a half south.

Q. On the reservation?—A. Yes, sir.

Q. When did you go on there?—A. About the 15th of March, this spring.

Q. This spring?—A. Yes, sir.

Q. Under what arrangement, and with whom?—A. Why, a five-year lease with the Flournoy Company last fall.

Q. You took a lease from the Flournoy Company last fall?—A. In October; yes, sir.

Q. For how long?—A. Five years.

Q. How much land?—A. I got 120 acres the last time. I got some about a year ago; I don't know how much.

Q. Had you cultivated any before?—A. Yes, sir; I cultivated 40 acres first.

Q. And how long had you been engaged in that cultivation?—A. Just one year before this.

Q. How old are you?—A. Twenty-eight next Thursday.

Q. A married man?—A. Yes, sir.

Q. Any children?—A. No, sir.

Q. Where were you born?—A. Born in Belgium, Europe.

Q. How long have you been in this country?—A. About twenty years.

Q. Are you a naturalized citizen of the United States?—A. Yes, sir.

Q. What has been your business in this country?—A. Farmer.

Q. You have been farming all the time?—A. Yes, sir; farmed for myself or somebody else.

Q. Are you a man of property?—A. Some.

Q. How much have you got outside of what is on the reservation tract?—A. I have got a tract of 80 acres in Franklin County, Nebr.

Q. Is that all you have got?—A. That's all.

By Mr. ANDREWS:

Q. In what part of Franklin County?—A. Franklin County.

Q. Near what town?—A. It is between Upland and Campbell.

By Mr. THURSTON:

Q. How much land did you cultivate on the reservation this year?—
A. This year about 130 acres.

Q. What is it in?—A. Corn and flax.

Q. How much in corn?—A. About 100 acres, I guess.

Q. The rest in what?—A. Flax.

Q. You cultivate that land in a good, farmer-like manner?—A. Yes, sir.

Q. Lived on it this year?—A. Yes, sir; I broke this spring for the flax.

Q. You broke the flax part this spring?—A. Yes, sir.

Q. And when was the other broken, if you know?—A. Why, it was broken last spring.

Q. By you?—A. Yes, sir; my brother and I.

Q. Then, in the spring of 1894, all of this land was prairie land, was it?—A. Yes, sir.

Q. All been broken and put into crop since?—A. Yes, sir.

Q. Do you have any other improvements on it—a house?—A. A house, yes.

Q. Live there?—A. Yes, sir.

Q. Barn?—A. Yes, sir; I have a shed there; some barn.

Q. Do you know the men out there on that Flournoy tract who are threatened with eviction by the agent? Do you know them generally?—
A. Yes, I know a good many of them.

Q. What kind of men are they?—A. Why they are all straight fellows, as far as I can see. They have treated me right.

Q. Good, fair, hard-working men?—A. Yes, sir; they are.

Q. Largely dependent on what they raise from year to year for a living?—A. That's all I can see that they depend on.

Q. Most of them appear to be family men?—A. Yes, sir.

Q. Living out on their places?—A. Yes, sir.

Q. Living in quite an humble way, are they?—A. Yes, sir; as far as I can see.

Q. Do you know of any of these men, or have you heard of any of these men, being engaged in any attempt to disturb affairs on the reservation?—A. No, sir.

Q. Did you ever have trouble with the Indians?—A. Not to my knowledge; no, sir.

Q. Interfere with the management of the reservation under the agent?—A. Not that I know of.

Q. Or do anything wrong or out of the way?—A. No, sir.

Q. What kind of farmers are they; do they cultivate their land well?—A. They do; yes, sir.

Q. Now, what trouble have you had with the agency in the matter of your land?—A. I have had no trouble at all so far.

Q. Have you taken out a lease?—A. From the agent?

Q. From the agent.—A. No, sir; I tried to.

Q. When did you first try?—A. About the 1st of March; a few days before or after; I could not state the day.

Q. Did you go and see Captain Beck?—A. Yes, sir; I went over to see him, but he wasn't there. I seen Sloan.

Q. You saw Sloan?—A. Yes, sir.

Q. Well, what talk did you have with Sloan?—A. Well, he asked me if I wanted to lease the land. I told him that was what I intended to do, I told him. He said if I could make arrangements with the Indian and bring him in he would make me a lease.

Q. Well, what did you do?—A. I didn't do anything till about the 3d of June.

Q. What did you do then?—A. I went back to see him, whether that land was leased yet or not. I didn't really think I would want to pay two rents for it while on the sod (on the prairie), but I had made up my mind I would have to or lose it. I went back to see whether it was really leased or not. This time I seen Mr. Beck himself, the captain?

Q. Now, up to that time, the 3d of June—well, at that time, the 3d of June, your crops were all in, were they?—A. Yes, sir; my crop was all in.

Q. On your breaking and all?—A. Yes, sir.

Q. Had anybody demanded possession of you up to that time?—

A. No, sir.

Q. Come around there to interfere with you?—A. Not at all.

Q. Never asked for leave to plant or seed the land?—A. Did I ever?

Q. Anybody else?—A. No, sir.

Q. Then, if you had not put that land into a crop this year, it would have lain uncultivated, would it?—A. Yes, sir; I broke every foot of it that is on that place.

Q. What took place on the 3d of June, when you saw Captain Beck?—

A. Well, I wouldn't swear to the date of that.

Q. Well, about the 3d of June?—A. But I think it was about the 3d of June.

Mr. JENUWEIN. Could I be heard a word? We have this statement here, and it says the 3d of June.

Mr. SILVERANCE. It was either that day or Monday, then. I could not state as to that. It was on Monday that I went down there.

Mr. THURSTON. Well, what took place? The date is near enough.

Mr. SILVERANCE. I seen the captain himself, and asked him in regard to leasing this land, and asked him how the lease should be made out and how the contract should be drawn if it should be made with the Indian. I had heard so many different stories that I was going to see him myself this time, and he told me that the bargain was to be made with the Indian; that he had nothing to do with it, only to give his consent. And I asked him, after I asked him a few more questions about the bargain, whether I was allowed to trade him anything but cash for the land. He said any arrangement I would make with the Indian was all right with him as long as the Indian was satisfied. And I then asked him, the last thing, if he could tell me whether my land was leased or not, so I could go out and hunt him up. He told me to hunt him up and make a lease with him and bring him in.

Q. Did he claim the land was leased?—A. No, sir; he said "You hunt him up and find out." And then I asked him if he couldn't tell me by their records whether my land was leased or not, it would save me going after the Indian and not knowing whether my land was leased to somebody else or not, and he says "No, sir; I can't tell a thing about it. Mr. Sloan isn't in to-day. He is the man that keeps the records. He has got the keys with him and has gone to Pender," he says, and I couldn't ask him any more.

Q. Well, what did you do?—A. I didn't do any more that day.

Q. Did you go to see the Indian?—A. No, sir; I didn't. He told me to come back Tuesday, or Wednesday, rather; advised me to come back Wednesday and then he would be sure that Sloan would be back.

Q. Well, did you do it?—A. Yes, sir.

Q. What happened then?—A. Wednesday Sloan hadn't got back yet, Wednesday about 10 o'clock, and I asked Joe Lamier—that's the interpreter—whether Sloan had got back. He says "No, sir; we are looking for him every minute," he says. "You sit down a little while and he will probably drop in." And I waited till 12 o'clock, a little after 12, and then I went back inside to see whether I had the right to lease my land on the plat and the Indian's name, right. I thought maybe he might be outside; there were Indians there. I walked up to the desk and looked at the plat, and Joe Lamier walks up and he says "What are you looking for," he says.

Q. Who is this Joe Lamier?—A. He is the interpreter, they tell me.

Q. Employed there at the agency?—A. Yes; supposed to be.

Q. Well, go ahead.—A. He walks up to me, and he wanted to know what I was looking for, and I told him "This is the name here." And he says "That land is leased. It was leased an hour ago," he says; "you are too late." And up to this time Sloan hadn't got back yet, so I seen there was fraud in it somewhere for me. The Captain had told me on Monday that he couldn't lease it without seeing him; he couldn't tell whether it was really leased or not; and Joe Lamier just told me it was leased an hour ago.

Q. Go ahead; you have told that. What happened next?—A. Well, I told my brother then that was with me, I says "There is no show for to get my land." I asked him who had it. He said McKnight was the man that had leased it. He said he leased 80 acres of it, and he didn't know but he had got the 160.

Q. What else did you do?—A. At this time Joe Lamier left the desk. There was an Indian police walked up and he asked me if I wanted to lease some land, and I says yes, that was my business. And he says, "What will you give me," he says, "for 160 acres of raw land?" And I asked him where it lay, and he told me the numbers and gave me his name, and I told him I would give him whatever was right; if I couldn't get the land that I was living on that I would take some land. He says, "If you will give me \$3.55 for five years—"

Q. That is \$3.50 a year?—A. No; \$3.55 for five years.

Q. How much per acre?—A. I think it was \$30, \$55, \$75, and \$1 an acre for the last two years. He had it all down the way he wanted to lease it. And Sloan wasn't there yet, and we couldn't make out no lease that day, and he asked me when I would be back, and I told him I would be back Friday. He says, "Will you be sure and be back Friday?" And I told him, "Yes; if nothing happens." I went back Friday—Friday morning. I got there about half past 9 or 10 again. This time, why, I asked Sloan if he could tell me about this Indian police land being leased or not—he was there at the time, there by his desk—

and he says, "No, sir," he says, "I have got too much business on hand. I have no time. I haven't time to look at any of it," he says. "You go out and hunt up your Indian," he says, "and bring him in, and I will make out your lease, and it won't take ten minutes," he says. So I laid around till noon, and I couldn't find the Indian till about 1 o'clock. I found the Indian police that asked me about leasing his land. And we bargained around till about half-past 5 before I got him in the notion of taking a horse. I told him I had no cash, I couldn't pay him for this year unless he took a horse. About half-past 5 I was driving out and he called me back. He says, "You give me that horse and \$8," he says, "and you can have it. Go and make out the lease for this year, paying me for this year in advance." I told him all right, and he walked right into the office. Sloan was busy talking to John Beck.

Q. That is the son of the Captain?—A. Yes, sir. I didn't interrupt him while he was talking. I stayed there ten or fifteen minutes waiting for him; and finally the Indian got tired, I suppose, and he hunched him up, and he says, "This man likes to lease my land," he says; "like to make a lease right away." And Tom turned to me—turned to him first—

Q. Who did?—A. Tom Sloan.

Q. Tom who?—A. Sloan. He asked him who he wanted to lease it to and he says, "This man right here, standing back." I was there in the office. And he says, "What is he paying you for the land?" and he told him that I gave him \$30 the first year, \$50 the next, \$75 the third, and \$1 an acre for the last two. And he wanted to know where the land lay and he asked the Indian. He didn't know; he only knew the number of the section; he didn't know the range and town. He asked me if I knew, and I told him that I did, and he says, "Are you paying him that for raw land?" he says, and I says, "Yes; that's what I agreed to pay." He asked me if I was located on that land, and I says, "No, sir; that's raw land," I says, "there is nothing on there; it's in a pasture." He says, "Where are you located?" I says, "I am located about a mile and a half," I says, "northwest." He says, "Who did you lease from?" I says, "From the Flournoy Company." "Well," he says, "my last orders was not to give any Flournoy man a lease under any consideration."

Q. Sloan said that?—A. Yes, sir.

By Mr. ANDREWS:

Q. These orders came from whom?—A. He didn't say. He said that was his last orders.

By Mr. THURSTON:

Q. Was John Beck there at that time?—A. Yes, sir.

Q. Did he say anything?—A. Well, I questioned him a little after that. I kind of doubted it, and the way I questioned him he seen that I doubted his word, because he told me about half past 10 or 11 o'clock to bring in the Indian and he would give me a lease. "Well," I says, "that's different than you told me a few hours ago." "Well," he says, "these are late orders."

Q. He spoke to you in such a way as to convey the impression that he had that from his superior officer?—A. Yes; he said that was his orders. When I questioned him a little about how it come that he told me that a few hours ago, he says, "these are late orders, I tell you," he says.

By Mr. ALLEN:

Q. Were these gentlemen in charge of the official office there at that time?—A. Yes, sir.

By Mr. THURSTON:

Q. Now, what did John Beck say? Did he say anything?—A. He turned to John then (he seen that I doubted his word) and asked him one or two questions, and he says, "Isn't that true?" And he turned to John, and John, he says, "That's right," he says. "We don't recognize the Flournoy Company's men at all," he says.

Q. That is what John Beck said?—A. Yes, sir.

By Mr. ANDREWS:

Q. What position does John Beck hold there? Is he one of the employees of the office?—A. He seems to be; they claim he is.

Q. You do not know?—A. No, sir. I asked him then. I says, "According to that there is no show of my getting any land," I says, "from any Indian?" "No," he says, "not unless you go and get a relinquishment from the Flournoy Company to show that you are released from the land entirely. Then we will give you a lease."

Q. He made that the condition, then?—A. Yes, sir.

By Mr. THURSTON:

Q. Well, now, had anybody ever come to you and claimed that they had a lease on the land you are cultivating?—A. No, sir.

Q. Any demand been made on you for it?—A. Not at all.

Q. And you are still there?—A. Yes, sir.

Q. Have you harvested any of your crops?—A. No, sir.

Q. The flax isn't ready to cut yet?—A. No; it's late.

Q. What, in your judgment, is the value of your crop on that place if you have a chance to harvest it?—A. Why, I should think about \$6 an acre.

Q. What is the value of your improvements?—A. Why, they wouldn't exceed over \$75 or \$80, what I have on there now.

Q. Have you any other way of earning a livelihood except by farming?—A. No, sir.

By Mr. STRODE:

Q. Have you been evicted from your land at all yet?—A. No, sir.

Q. Been notified to get off of there?—A. Not at all.

Senator ALLEN. Gentlemen, I desire to put in the record the fact that the delegation, in a conference held a few moments ago in the hotel, have unanimously agreed to the following telegram to the Secretary of the Interior:

Hon. HOKE SMITH,

Secretary of the Interior, Washington, D. C.:

Investigation now in progress leads us to urge you to suspend approval of leases of Winnebago lands made by Captain Beck, and to promptly suspend further evictions until we can communicate with you further. Evictions will result in tremendous loss of crops to innocent settlers.

This message is signed by every member of the delegation, and will be followed to-night by a letter addressed to the Secretary of the Interior by us, setting forth the facts fully, asking a suspension of the approval of leases made by the agent until the rights of settlers can be inquired into, and especially urging the suspension of evictions, that the settlers may be enabled to gather their crops and care for them, and setting forth, probably, some facts pertinent to the inquiry that we are now making. This message has already been sent.

O. E. ANDERSON.

By Mr. THURSTON:

Q. You are the same Oliver E. Anderson we examined before recess?—
A. Yes, sir.

Q. I have been handed a paper which reads as follows: "Omaha and Winnebago Agency, Nebraska, July 18, 1895. Permission is hereby granted to Oliver E. Anderson to return and occupy the land from which he has been ejected, subject to the approval of Captain Beck on his return. (Signed) Thomas L. Sloan, clerk." Do you know that paper?—
A. Yes, sir.

Q. Who signed it?—A. Tom Sloan.

Q. Upon the date stated?—A. Yes, sir.

Q. At the agency?—A. No, sir; here in Pender.

Q. How did that happen to be signed and given you?—A. Why, Mr. Sloan said that I had to get a permit when we was trying to make up with Snyder—that I had to get a permit from him to go back, and that is what he gave me that evening; the first day that we was here and made up the agreement.

Q. That was after you had been evicted and before you got back, was it? Had you been—I forget your testimony exactly—had you been put off the land?—A. Yes, sir.

Q. And this was while you were off, was it?—A. Yes, sir.

Q. And before you got back on?—A. Yes, sir; I hadn't moved on yet when he gave me that.

Q. Well, after you moved back on were you troubled any further?—
A. No; I haven't been troubled since until I got down to the agency last night, when they had papers for me, which I learned.

Q. Notwithstanding this paper under which you went back on they have arrested you for interfering— A. That's the way I understand it.

Q. —with the great Government of the United States by going back to your home.

M. C. PARTLAND.

By Mr. THURSTON:

Q. Where do you live?—A. In Pender.

Q. Do you know Thomas Ashford, jr.?—A. Yes, sir.

Q. What is his business?—A. He is a merchant in Homer, and I believe also a trader at the Winnebago Agency.

Q. He is a trader at the Winnebago Agency?—A. Yes, sir.

Q. Do you know his handwriting?—A. Yes, sir; I know his signature.

Q. Is the signature attached to this document which I now present to you in the handwriting of Thomas Ashford, jr.?—A. No, I would not say that it was.

Q. You would not say that it was. Well, can you say that it was not?—A. No, I couldn't.

Q. You are not able to say whether it is or not?—A. No.

By Mr. ALLEN:

Q. Possibly it may be in the handwriting of his brother. Do you know the handwriting of Mr. Thomas Ashford's brother?—A. John Ashford?

Q. Yes.—A. Well, I know his signature, but I would not know.

FRED JENUWEIN.

By Mr. THURSTON:

Q. Do you know Benjamin Benson?—A. Yes, sir.

Q. Where does he live?—A. He lives 4 miles southeast of Emerson.

Q. Is he one of the settlers on the reservation?—A. Yes, sir.

Q. Under a lease from the Flournoy Company?—A. No, sir.

Q. Under what lease, do you know, if anything?—A. Mr. Benson occupied that land last year under E. J. Smith, as was stated last night; paid \$2 an acre for that land last year, and along in the fall he made some kind of a verbal arrangement with Mr. E. J. Smith to stay on the land this year, and he sowed that land, 95 acres of it, into rye.

Q. Winter rye?—A. Yes, sir.

Q. Sowed it in the fall?—A. Yes, sir; and early this spring E. J. Smith tried to get Mr. Benson to go into a lease with him, or a contract, which Mr. Benson did not want to do, to pay E. J. Smith from time to time, as E. J. Smith then had a suit against the Captain and had an injunction on the Captain. And all through the spring Mr. Benson went to the agency to see the Captain as to what to do about that land. I was with him a time or two myself when he went to see about the land.

Q. Well, now, what took place when you were present?—A. I never heard the statement that the Captain made to Mr. Benson. You see I wasn't in the office when he made the statements.

Q. Do you know this written statement of Mr. Ben Benson just presented here?—A. Yes, sir.

Q. Is that the written statement of the Benson you have spoken of?—A. Yes, sir.

Q. And is this his signature to it?—A. Yes, sir.

The statement above referred to is now made a part of this record, being as follows:

FLOURNOY, NEBR., July 17, 1895.

I, Ben Benson, am a resident of the Winnebago Reservation and live on Sec. 1, T. 26, R. 6. I went to the agency in March, 1895, to re-lease my land, as there was dissatisfaction. The Captain told me to get Mr. Smith to wait for twenty days, then he would lease me the land. When I went back in April, of the same year, then they told me that Ashford had the land. I went to Mr. Ashford; he told me I could get the land by paying him \$125 in cash. I did not lease of them at the time; then the Ashford Bros. came to my place in June and told me that they would have to have \$150 to make me a lease. I told them I would come over within fifteen days. They said I must settle then with them or it would cost me more. Then I went over a few days before the Fourth. I seen Ashford; he wouldn't give me any satisfaction at all. In a few days after that they come with 13 police and put me off by loading and hauling my household goods and machinery off the premises by force. Then I went to the agency the 6th July to try to lease again. The Ashfords then wanted \$225, and which I agreed to pay by them giving me a lease, as I supposed, but when I got it, it proved to be a receipt for money I paid him, which was written on a paper sack, and read as follows:

"JULY 6th, 1895.

"Rec'd of Ben Benson payment in full for damages done in farming the one Horn Land on the Winnebago Reservation for the year 1895.

"THOMAS ASHFORD, Jr."

BEN BENSON.

Q. Where is Benson to-day, if you know?—A. Benson is stacking rye on this piece of land.

By Mr. ALLEN:

Q. The land described in this paper?—A. Yes, sir.

Senator THURSTON (addressing the reporter): Just note there in connection with that that what purports to be the original receipt signed

by Thomas Ashford, jr., a copy of which is contained in the statement of Mr. Ben Benson, is here presented for inspection and identification, written on the back of a paper bag.

By Mr. ANDREWS:

Q. "Received payment in full for damages done" in the cultivation of a certain tract of land. What does that mean, "damages in full?"—A. I would not be able to define that, as to what that meant.

Q. From the general course of discussion what have you come to consider its meaning to be?—A. Why, its meaning would be to show that Mr. Benson had a right on that land for this year.

Q. And the damages were done by his staying there?—A. Yes, sir.

Q. Damages to the land or to some person who claimed a right to that land?—A. To the land, as I would understand it. I was with Mr. Benson about a week before this was drawn, when he tried to get a settlement with Mr. Ashford, and at that time Mr. Ashford would not do anything, although we offered to give him notes which, I think, would be considered good in Emerson on this, but at that time Mr. Ashford would not recognize Benson at all; but a week later comes Oscar Bring, and Thomas Ingram went with him, and finally made this kind of a settlement with Mr. Ashford.

By Mr. ALLEN:

Q. Do you regard the expression "for damages done" as a cover for an unlawful exaction of money?—A. (No answer.)

Q. Do you understand what I say?—A. Would I regard—

Q. The words "for damages done" are used in this paper, are they?—A. Yes, sir.

Q. Well, now then, I say do you regard the use of that language as a mere cover or subterfuge for an unlawful exaction of money?—A. I would so consider it; yes, sir.

By Mr. ANDREWS:

Q. Have you any knowledge of the amount that was paid before the issuance of that receipt?—A. It was \$185 and the improvements, or \$185 all told. The improvements were estimated at \$40.

Q. That is, that Mr. Benson paid to Mr. Ashford?—A. Yes, sir.

Q. Did Mr. Benson at the same time have a lease with the Flournoy Company?—A. This wasn't Flournoy land at all.

Q. A different piece of land?—A. Yes, sir?

GOTTLIEB ZUGG.

By Mr. THURSTON:

Q. Where do you live?—A. I live about 2 miles northwest.

Q. On the reservation?—A. Yes, sir.

Q. When did you go on the reservation?—A. Went on there in 1892.

Q. In the spring?—A. Yes, sir.

Q. Under what sort of an arrangement?—A. Well, rented some land.

Q. Under a lease from the Flournoy Company?—A. Yes, sir.

Q. How much land?—A. Two hundred acres.

Q. How much is under cultivation this year?—A. One hundred and sixty acres, I guess.

Q. What is the rest of it in, pasture?—A. Pasture and hay land.

Q. How old are you?—A. Forty-nine years old.

Q. Where were you born?—A. In Switzerland.

Q. How long have you been in this country?—A. About twenty-five years.

Q. Are you a naturalized citizen of the United States?—A. Yes, sir;

Q. What has been your conduct since you have been in this country. have you been a good, peaceable, law-abiding citizen?—A. Yes, sir.

Q. How long have you been farming?—A. I been farming most all the time I am in this country.

Q. Have you any family?—A. Yes, sir.

Q. Wife and children?—A. Wife and five children.

Q. How old is the oldest?—A. Eleven years old.

Q. How young is the youngest?—A. Fourteen months.

Q. They been living with you on this tract?—A. Yes, sir.

Q. Are they there now?—A. Yes, sir.

Q. What else have you got on there besides your family and house?—A. I got some work horses there.

Q. Well, have you got a barn?—A. Yes; I got a house and barn.

Q. Horses?—A. Yes, sir.

Q. Any cattle?—A. Yes; some cattle.

Q. Any hogs?—A. I have some hogs.

Q. Who put the improvements on there?—A. I am.

Q. Who broke up the land?—A. I am.

Q. Prairie when you went on?—A. All prairie.

Q. What are your improvements worth?—A. Well, they be worth about \$175.

Q. What is your crop worth this year, if you were given a chance to harvest it and take it off?—A. It would be worth about from \$5 to \$8.

Q. An acre?—A. Yes, sir.

Q. Have you been a good, hard-working, peaceable man out there on the reservation?—A. Yes, sir.

Q. Ever interfered with the Indians' affairs?—A. No.

Q. Done anything to stir up trouble with the Indians?—A. No.

Q. Do you know generally the men out there who have been living on that Flournoy tract?—A. Well I know some of them.

Q. What kind of men are they?—A. I guess they are good men.

Q. Good hard-working, industrious men?—A. Yes.

Q. Peaceable?—A. Yes.

Q. Law-abiding?—A. Yes.

Q. Poor men?—A. The most of them is poor.

Q. Do any of them seem to have much except what they have got right there on their land?—A. No; I don't think they have.

Q. How are you fixed that way? Have you got anything else besides what you have got there?—A. No; I've got nothing else.

Q. Have you got any way to support your family and children this winter unless you get that crop off?—A. No.

Q. Have you had anything to do with the agent about that land?—A. Well, I was over there the day after the 1st of July—I was over there and I tried to lease the land over.

Q. Who did you see?—A. The agent; the captain.

Q. Captain Beck?—A. Yes; and he say if I bring the Indians he would make a lease for me, and then I went out to that Indian party to try to get them Indians, and I couldn't, because I couldn't find him; they was up in Dakota. And I went back to the agent and I told him that, and he told me it would be all right, he will get it for me; he will get the Indians for me.

Q. Did he claim it was leased at that time?—A. No; and I asked him when he thought he would get back, and he told me I can come back

any time next week, and then I went back Monday, and I went back to the office, and he told me that he can't do anything for me; if I come back after that land, and I told him yes, and then he sent me to Tom Sloan. I come there about 10 o'clock in the forenoon and stayed there till half past 4, till I find out anything, and finally they told me that that land leased—not that it leased—McKnight have a claim on it.

Q. Who told you that?—A. Tom Sloan.

Q. Told you that they would not lease it?—A. That McKnight have a claim on it.

Q. That McKnight had a claim on it?—A. Yes.

Q. Sloan told you that, did he?—A. Yes, sir.

Q. Now, did McKnight ever come to you and make any claim?—A. No.

Q. Ever show up on the land?—A. No.

Q. Ever ask you to get off?—A. No.

Q. Ever come and put in a crop?—A. No.

Q. Would there have been any crop on that land this year if you had not put it in?—A. Well, I put the crop in, some of it in wheat, before he notified me to get off.

Q. There had not anybody shown up to plow the land or put a crop in?—A. No.

Q. Have you been interfered with since?—A. Yes.

Q. When?—A. Well, I have put in a crop and tended the crop.

Q. Well, have you had any trouble?—A. No.

Q. They haven't come after you?—A. No; they didn't come after me.

Q. The Indian police haven't shown up on your place?—A. No.

Q. And you are staying right with it now?—A. I staying right with it.

Q. Have you got any of your grain cut?—A. I got some of it cut.

Q. What is your crop?—A. Wheat and corn.

Q. All wheat and corn?—A. Yes.

Q. How much wheat?—A. Why, it's about 20 or 25 acres; I can't tell exactly.

Q. And the rest in corn?—A. Yes.

By Mr. ANDREWS:

Q. You tried to get this leased from Captain Beck?—A. I tried to get that leased from Captain Beck.

Q. You at the same time had a lease from the Flournoy Company, had you?—A. Yes, sir.

Q. Had you paid the company for your rent for this year?—A. I ain't paid it for this year.

Q. How was that arranged for?—A. Well, I made arrangements with them for the first two years for a half a dollar, and then a dollar for the last two years.

Q. A dollar an acre for this year? You have paid up to this year, have you?—A. Yes, sir.

Q. Now, have you given notes or anything for the amount for this year?—A. I give them notes.

Q. And they still hold your notes for this year's rent?—A. Yes.

Q. Now, when you went to Captain Beck to make this lease with him, did you think that you would have to pay two rents?—A. Well, that was true; I only arranged to pay one lease.

Q. I suppose that would be enough, ordinarily. But you didn't know just how you were going to settle this question, and possibly might have to pay two rents, did you?—A. Yes, sir.

Q. Well, then, you were willing to take your chances in this matter, and settle the question by getting a lease from the Captain, even if you

had to pay two rents, rather than have this trouble?—A. Well, I just kind of looked at it that way, that I get the land like them other fellows would get it, for 25 cents for prairie, and I had plowed land; I just as well pay the two leases this year as not.

Q. That is, you would take your chances on that; even though this other company held your notes for this year's rent you would still make a contract with the agent and take your chances on having to pay one or two rents, as the case might be?—A. Well, if I get the land for five years more.

Q. Yes, and the advantage that would come later on?—A. Yes, sir.

ANTON AHLSPA.

By Mr. THURSTON:

Q. Where do you live?—A. Six and a half miles southeast of Wakefield.

Q. On the Winnebago Reservation?—A. Yes, sir.

Q. When did you go on there?—A. Three years ago.

Q. Under a lease from the Flournoy Company?—A. Yes, sir.

Q. How much land did you lease?—A. One hundred and twenty acres.

Q. How was it when you took it?—A. I bought a fellow out.

Q. You bought a fellow out?—A. Yes, sir.

Q. He leased under them before you bought his improvements?—

A. Yes, sir.

Q. How much of it was broken at that time?—A. Well, all was broke, a hundred acres.

Q. He had broken it, had he?—A. Yes, sir.

Q. Have a house on there?—A. Yes, sir.

Q. Any other improvements?—A. A barn.

Q. Have you been living there ever since?—A. Yes, sir.

Q. How old are you?—A. Twenty-three years old.

Q. Where were you born?—A. Sweden.

Q. How long have you been in this country?—A. Seven years.

Q. Are you a naturalized citizen of the United States?—A. Yes, sir.

Q. What have you been doing since you have been in this country?—

A. Farming. In the old country farming.

Q. Have you been a good, law-abiding, hard-working, industrious citizen?—A. Yes, sir.

Q. Done any wrong in this country?—A. No.

Q. Got into any trouble?—A. No.

Q. Married man?—A. No; single.

Q. Well, you ought not to stay in this country seven years without getting a wife. Now, what crop did you put in this year?—A. Seventy-five acres of corn and 25 acres of small grain.

Q. What is that worth if you have a chance to harvest it—take care of it?—A. From \$7 to \$8 an acre.

Q. Have you got any property outside of what you have got out there?—A. No, sir.

Q. Are you dependent on what you are raising out there for your living this winter?—A. Yes, sir.

Q. Have you had any talks with the agent, Captain Beck, or anybody over there about this matter?—A. Well, I was down there and tried to lease the land, but the agent wasn't home, and I gave the Indian police my address to write me when he came down there.

Q. Well, whom did you see at the agency?—A. I saw Sloan—Mr. Sloan.

Q. And what did he tell you to do?—A. Well, he was kind of busy at that time; said he couldn't do anything for me.

Q. Now, what time of year was that?—A. I guess it was about four weeks ago I was there.

Q. About four weeks ago?—A. Yes.

Q. Well, did they claim anybody else had the land rented?—A. No; they didn't claim—I didn't ask them who had the land.

Q. Has anybody come and asked for the land?—A. Well, I asked a fellow by the name of Grant Prescott if he had made application for the land, and he said Steve Wheeler had made application for it.

Q. Said who?—A. Steve Wheeler.

Q. Who is Steve Wheeler?—A. That's John Porter's son-in-law; lives about 9 miles from here.

Q. Well, nobody has been over and asked you to give up the land this year?—A. No.

Q. Nobody was around there offering to put seed in this spring, was there?—A. No.

Q. Then if you had not seeded that land it would have lain waste, would it?—A. Yes, sir.

Q. Have you made any trouble on the agency?—A. No.

Q. Never interfered with the Indians?—A. No, sir.

Q. Just attended to your own business?—A. Yes, sir.

Q. And worked hard to cultivate your land?—A. Yes, sir.

Q. Have you been interfered with?—A. No.

Q. They haven't been after you?—A. Well, the Indian police drove me off.

Q. The Indian police drove you off?—A. Yes.

Q. When was that?—A. It was the same day they served the papers on Captain Beck.

Q. About how long ago?—A. About two weeks ago, I guess.

Q. Who came there and put you off?—A. The Indians.

Q. How many of them?—A. Twenty-six.

Q. Twenty-six?—A. Yes, sir.

Q. Was there anybody put off but you right there?—A. Yes; I had a hired man.

Q. Two of you?—A. Yes.

Q. The Indians armed?—A. Yes.

Q. All of them?—A. Yes, sir.

Q. What with?—A. Rifles and revolvers.

Q. Well, what did they do to you?—A. Oh, they told me to go, and stay off.

Q. Well, did you go?—A. Yes, I went.

Q. How long did you stay off?—A. Oh, a couple of hours.

Q. Been back there ever since?—A. Yes, sir.

Q. Have they tried to put you off any more?—A. No.

Q. Are you harvesting any of your crops?—A. Yes.

Q. At it now?—A. Yes, I have been at it.

Q. Yes; I don't mean just now. You are here now.

H. E. MONICAL.

By Mr. THURSTON:

Q. Where do you live?—A. I live in Wayne County now, across the line of the reservation.

Q. Have you lived on the Winnebago Reservation at any time?—A. Yes, sir.

Q. Under what circumstances?—A. Under a lease from the Flournoy Company.

Q. When did you go on there?—A. I went on there the 1st of March three years ago—1892.

Q. How much land did you lease?—A. One hundred and sixty acres.

Q. What condition was it in when you went on?—A. It was broke out.

Q. Who had broke it?—A. A man by the name of Bressler.

Q. A lessee of the Flournoy Company?—A. Yes, sir.

Q. Well, do you know it as a fact that all the land of the Flournoy tract leased to these settlers was raw when they took it?—A. Well, a great portion of it.

Q. Any other improvements on there when you went on?—A. No, sir.

Q. Did you go on and live there?—A. Yes, sir.

Q. Build a house?—A. I did.

Q. Any other improvements?—A. I built a barn and lot.

Q. What is the value of the improvements that you put on there?—

A. They cost me \$150 besides my work.

Q. How long did you live there personally?—A. Three years.

Q. Are you a married man?—A. I lived there one year and "bached." I am a married man now.

Q. What has been your general business?—A. Farming; I was raised on a farm.

Q. Have you been a good, law-abiding citizen of the United States?—

A. I think I have.

Q. Hard-working, industrious man?—A. I have tried to be.

Q. Have you had any trouble with the community in which you lived?—A. No, sir.

Q. How long did you say you lived on the reservation?—A. Three years.

Q. When did you leave there?—A. I left there between Christmas and New Year's.

Q. This last Christmas and New Year?—A. Yes, sir.

Q. During the time you lived on the reservation did you interfere at all with the reservation—the management of it, or the Indians?—A. I did not.

Q. Ever cause any trouble over there?—A. No, sir.

Q. Do you know generally the men who are in possession over there under the Flournoy Company?—A. I am acquainted with a number of them.

Q. What can you say as to their general character as good, peaceable, hard-working, industrious, law-abiding citizens?—A. I think they will bear comparison.

Q. As far as you know during these years, have they caused any trouble with the Indians or the affairs of the reservation?—A. No, sir.

Q. Who succeeded you on the land that you held?—A. Bressler.

Q. Is that John Bressler, of Wayne?—A. Yes. Well, it isn't John, of Wayne; it's some relative of his. Mr. O. E. Anderson succeeded me. Excuse me; I misunderstood you.

Q. How did he come into possession?—A. By leasing of me.

By Mr. ANDREWS:

Q. Did you lease directly with the Flournoy Company?—A. Yes, sir; in one way I did. There was another man held the lease, and the lease was transferred to me.

By Mr. ALLEN:

Q. When did Mr. Bressler go on there?—A. The year before I went on. Just a year before I went on there.

Q. And you leased to whom?—A. Anderson.

Q. And this Anderson—when did Anderson go on there?—A. About the 1st of March, after I left in January.

Q. This year?—A. Yes, sir.

Q. Has he a family?—A. No, sir.

Q. Living on the land?—A. Yes, sir.

Q. What crop has he in?—A. He has in wheat and corn.

Q. Has he been farming it in a good, farmer-like manner?—A. I should think so from the looks of the corn and crop.

Q. What, in your judgment, will be the value of the crop he has on there if he is permitted to remain and harvest it and care for it?—A. Well, I should judge his corn, if nothing happens, would be worth something like \$10 an acre, because it's an extra piece of corn.

Q. How about the small grain?—A. The small grain is fair.

Q. And what would be the value of that?—A. Well, \$5 an acre, I suppose. It depends upon the price of grain.

Q. What is the value of the improvements on that place as they stand?—A. Well, as I said before, they cost me \$150. They are in good shape yet; good condition.

Q. Is Mr. Anderson here in town?—A. Yes, sir; he is the man who has testified.

Q. Now, have you had any transactions with the agency.—A. Yes, sir.

Q. Just state them, please.—A. After learning the condition of this land I wished to secure myself in holding out my full term of years. My lease expires this year. I went to the agency and made application for this land.

By Mr. ANDREWS:

Q. At what time was that application made, about?—A. The 1st of August; about the 1st of August last.

Q. The 1st of last August?—A. Yes, sir; and at the same time I wish to state there that I did lease a piece of hay land from the same Indian and paid \$20 down. I paid \$1 an acre for it, half of it in advance and the other half to be paid the 1st of January. The lease was drawn up, of course, and left there, filled out by one of his clerks, and after I come home in a short time I understood that Mr. Snyder had a three-year lease on that hay land. I went to the agency to see about the matter, and I went there and saw Mr. Sloan, and he told me that it was a fact.

By Mr. THURSTON:

Q. That it was a fact?—A. Yes, sir; that the lease had been to the Department and come back approved.

By Mr. ANDREWS:

Q. With whom did you make the arrangement for this lease that was still unsigned in the office there? With Mr. Sloan?—A. With his interpreter, Dave St. Cyr. I went to the Indian and asked him if it was a fact that he had leased this land for three years. He denied it and said he didn't. I took him over to the agency. First I got permission of the captain to bring him over there to do business. He made the statement before Sloan and St. Cyr that he only leased this land for one year—this hay land. Snyder had told other parties that he only had it for one year before. For this same year that I made application and

leased this hay land I made applications to the Indian there, the same Indian, the same man, for this farming land, the 160 acres. They told me to come back, that they were not making contracts on this Flournoy land, and they said for me to come back in thirty days, and they would make me out a lease.

By Mr. THURSTON:

Q. Did they claim at that time that it had been leased to anybody else?—A. There had been some leased.

Q. Well, I mean on that tract. Was there any claim that it was leased?—A. No, sir.

By Mr. ANDREWS:

Q. They promised you definitely to make that lease in thirty days?—A. Yes, sir.

Q. Who made that promise?—A. Dave St. Cyr.

By Mr. THURSTON:

Q. In charge there at the agency at the time?—A. Yes, sir; he was interpreter, and also, I should say, for the writing of the leases.

By Mr. ALLEN:

Q. Was your application in writing?—A. No, sir; it was verbal. After I had got back home in about two weeks Snyder had been up through that country and circulated the news that he had that hay land and also my farming land leased. He came by my place one day and he told me that he had. First he said, "I have got this land leased. Not I, exactly, but my brother."

By Mr. ANDREWS:

Q. Who is this man Snyder?—A. He was at that time acting as boss farmer.

Q. Holding a position at the agency, an official position?—A. Yes, sir.

By Mr. ALLEN:

Q. So you know when he resigned?—A. Some time in the spring.

By Mr. ANDREWS:

Q. Last spring?—A. Yes, sir; the latter part of February or the 1st of March. I don't know the date.

Q. But at this time that you speak of he was holding an official position there, and claimed to have rented these lands?—A. Yes, sir.

Q. Or rather that his brother had?—A. Yes, sir. He told other parties there that he had it this day he told me.

Q. Did he tell you that?—A. He first told me and then changed it—corrected it—said his brother did. I went to the agent then to see whether the statement was true or not that he had leased my farming land. Sloan told me that he had. I asked him his reason for leasing that land when they had promised me the first chance. The Captain himself had promised to write to Mr. Neff and myself in person to notify us when this land would be ready to lease. We never received any notice.

Q. That promise was from the Captain direct?—A. Yes; we never received any notice. I asked him why he leased this land. He said it was under very peculiar circumstances. One of his former wives was divorced, claimed to have the title and right to the proceeds of 80 acres, and he said he wanted to place it in the hands of responsible parties and with parties there where he could look after the matter, so that the

Indian would get the benefit of it. I asked him if he didn't think I was a responsible party. Well, he didn't know as to that. That's all the answer I got. I went to the Indian and asked him why he had leased it to Snyder, and this is the statement he made to me: He said Snyder and Sloan had come to him and told him that if he didn't place that land in their hands they would fight against him and he would lose the renting of 80 acres of this land. Now, this statement I can prove.

Q. The Indian made that statement to you directly?—A. Yes, sir.

Q. That these parties had threatened him that if he did not do as they had directed him they would punish him by the penalty that he indicated?—A. Yes, sir; by defeating him out of the rent of 80 acres. Now, these statements which I have made to you I can substantiate.

Q. You have not been able to secure a lease from the agency?—A. No, sir.

Q. And the man who holds your property has been evicted?—A. Yes, sir. You remember I said that I had paid \$20 on this hay land. I asked him if they were not going to grant me a lease for this land, and he said he didn't see how he could, when the lease had been approved by the Secretary of the Interior and he couldn't change it. He made me a proposition to pay me my money back with interest. It had run six months.

By Mr. THURSTON:

Q. Who was that offered to?—A. Sloan. He said he had some money there that day of Snyder's and he would pay it.

By Mr. ANDREWS:

Q. And he paid it?—A. He paid me.

Q. And that concluded your transactions with him in regard to the leasing of this hay land?—A. Yes, sir; I thought I had better get my money back than to lose the whole thing.

GEORGE WATSON.

By Mr. THURSTON:

Q. Where do you live?—A. About 9 miles from here, northeast.

Q. On the reservation?—A. Yes, sir.

Q. When did you go on there?—A. This spring.

Q. Under what circumstances?—A. From a Flournoy lease through the original boys from the Flournoy Company. They broke the land up.

Q. Well, you leased from the lessee of the Flournoy Company?—A. Yes, sir.

Q. How much did you lease?—A. The lease calls for somewheres near 140 acres, to be measured.

Q. Who had it before you?—A. Mullinex lived there the year before I did.

Q. Was it broken up?—A. Yes, sir.

Q. Do you know who broke it?—A. I believe that Mr. Benson; Ben Benson.

Q. What other improvements are there on the place?—A. There isn't anything on the place that I hold in possession.

Q. Do you live on the place?—A. No, sir; I live on the northwest quarter of the same section, and I am farming the northeast quarter.

Q. Well, how are you on that quarter?—A. There isn't any buildings on the farm.

Q. Well, I say, where you live, is that on the reservation?—A. Yes, sir.

Q. Well, how did you get on there?—A. That was the only vacant building the fellows had that I leased of, and they let me occupy those buildings.

Q. That is near the land you rented?—A. Yes, sir; just across the line.

Q. How old are you?—A. I am 24 years old.

Q. Where were you born?—A. In Washington County, this State.

Q. What has been your business?—A. Well, sir, up till—all but six years of my life has been farming.

Q. Have you been a good, law-abiding citizen?—A. Yes, sir.

Q. Hard-working, industrious man?—A. To my knowledge, I have; yes, sir.

Q. Have you had any trouble with your people in the neighborhood where you live?—A. Not any whatever.

Q. Since you have been on the reservation have you done anything to stir up trouble and interfere with the management of the reservation—of the Indian affairs?—A. Not to my knowledge.

Q. Generally speaking, do you know many of the men out there who are farming under leases from the Flournoy Company?—A. Yes, sir; the majority of them.

Q. What kind of men are they?—A. They are a class of men that would naturally make up a very good community.

Q. Do you know of their ever having done anything to interfere with the peace and quiet and lawfulness of the reservation?—A. No, sir.

Q. The management of it?—A. No, sir.

Q. Or Indian affairs?—A. No, sir.

Q. Are they hard-working, industrious men?—A. Yes, sir.

Q. What is the character of their farming?—A. Very good, the majority of them.

Q. What crop did you put in this year?—A. About 80 acres of corn that I have on the place, and there's about 60 acres of small grain. There's a partner in with me on the small grain.

Q. What is the value of your crop, in your judgment, if you are permitted to harvest it—take care of it?—A. Well, sir, somewhere between \$1,100 and \$1,400.

Q. Have you any family?—A. Yes, sir.

Q. What does it consist of?—A. A wife and two children.

Q. Are they living with you out there?—A. Yes, sir.

Q. How old are your children?—A. One of them is three and the other one is coming a year and a half.

Q. Are you a man of property outside of what you have out there?—A. No, sir; nothing whatever.

Q. Anything else to keep your wife and children on unless you get that crop?—A. No, sir; nothing whatever.

Q. Have you had any interviews or transactions at the agency?—A. I have, yes, sir.

Q. Please state what they were.—A. Well, sir, in the first place, I sent word over there—

Q. Just give about the times.—A. Well, about, I should judge, somewhere between the 1st of January and the 1st of March the first time. I sent over there to see if my land could be leased, by two parties, my brother-in-law and another fellow, and they spoke about the land—

Q. You sent over first?—A. Yes, sir; to see, and I think they said that they saw Sloan, and he said as soon as they could make any leases they would let us know when to come and lease.

Q. That is the word they brought back to you?—A. Yes, sir; and

then I never said anything more until after I got ready to plant my corn. I got ready and went over there.

Q. Your small grain in at that time?—A. Yes, sir.

Q. Had anybody appeared to offer to plant the land—sow it?—A. Not that I ever had any knowledge of.

Q. As far as you know, would it have remained without crop, waste land, this year if you had not put it in?—A. It would, up to the time that I took possession; yes, sir.

Q. Well, now, go ahead. What happened afterwards?—A. And then along about the 1st of May I went over there, and I started into the Captain's office, and I didn't go in the right door and he told me to go back. He said he couldn't talk to me; he said that was his private office; he said to go around and come in the other way. And so I went back and come in the other way and sat in the outer office for awhile, and two or three other fellows went in, and Mr. Lamier told me to go in there if I wanted to say anything to him now, and so I went in there and I asked him about my land, and he said he had no idea whether it was leased or not; told me to go and see Mr. Sloan. And I went and talked with Mr. Sloan, and he said he didn't know, but he said, "I'll bet one thing, there will be no crop harvested on Flournoy land." And I can prove that statement if it is necessary.

By Mr. ANDREWS:

Q. The Captain told you this?—A. No; Mr. Sloan.

Q. Mr. Sloan?—A. Yes. It was on the platform of the outer office. We walked around and went around on the outer office platform, when he told me this. And then I stood around there awhile, and I got to talking with Mr. John Beck, and I showed him my lease, and he says, "You can get that land for just what you pay there." And I says, "Well, who will I get it of?" "Well," he says, "my brother-in-law." "Well," I says, "who is your brother-in-law?" He said, "Mr. McKnight." "Well," I says, "where will I find him?" He says, "He isn't here; he is gone to Homer." I asked him how long I would have to wait, and he said probably till about 5 o'clock. And so I waited around till pretty near 5, and I didn't see anything of him, and I told him I would come back the next day. And I went back and found Mr. McKnight, after sitting around there awhile, and I had a talk with him, and he said that he guessed I could stay on the land (after I related my financial circumstances to him) for a share of the crop. And he said he would require me to sign no papers nor make any agreement until this thing was settled, and I told him that that was just what I wanted to do. I told him I wanted to pay my rent, but I told him I wanted to pay it to the right man; and I told him, "Whenever this thing is settled and the court comes up and says which is the right man, that's the man I will pay." "Well," he says, "you go back and stay right there on the land," he says, "and whenever this thing is settled, why then," he says, "I will make you out a labor contract." He said he couldn't give me a lease nor anything, only a labor contract. And so I went home and rested pretty easy till here, I guess it was the day before the Fourth, they came riding out that way, and my father happen to be there from Wisconsin—

Q. Who came out?—A. Mr. McKnight. And he says, "Hallo," or something. He says, "You are here yet, are you?" I says, "Yes," and that was all he said. He drove right on. And then the day that the injunction was served—I forget what day it was, but it was the day that the sheriff was over there—he came around to my place. He

says, "Well, you are here yet, ain't you?" I says, "Yes," I says, "I ain't been disturbed yet, but I have been expecting it every minute." I said, "I have sent my wife off and children and am waiting here." "Well," he says, "I'll go right down and send them up and they will take you over the line, and then you come back to Mr. Allby's."

Q. That was the police he meant?—A. Yes. He says, "I'll go down and send them up and have them send you over the line, and then you come back to Allby's and make out the papers;" and I told him all right; and so then I said I would have to go back and send for my partner and that I would have him here too, so that they could take both, and if I didn't have him there when the police come to have them wait till he did come. And so then I come down and notified the people, and Mr. McKnight never showed up, he nor the police neither. And so I went back, and the next morning about 8 o'clock, I should judge it was, the police rode up and says, "Mr. McKnight says one man want to go agency." And it was George Rosehill come up; he was a police. I told him that I didn't want to go to the agency; that Mr. McKnight told me that he would meet me at Allby's. And he said he went in about 8 o'clock last night. And so I talked around there awhile, and then he says, "When will you be up there?" And I told him whenever McKnight come over to fulfill his agreement to put me back. And he went off, and in a half an hour after that a man come with this paper that I have in my pocket. [Producing paper.]

By Mr. ALLEN:

Q. How close does Mr. Allby live to you?—A. About 4 miles and a half, I should guess.

Q. Was that the nearest place you could meet off of the reservation to make your contract?—A. Yes, sir.

The paper above referred to by Mr. Watson is now made a part of this record and read as follows, being written upon what appears by the printed heading to be the official paper of the United States Indian Service:

[United States Indian Service.]

OMAHA AND WINNEBAGO AGENCY, NEBR., July 18, 1895.

GEORGE F. WATSON:

You are hereby authorized to remain on the reservation.

JOHN R. BECK, Clerk.

By Mr. THURSTON:

Q. Has anything happened since that?—A. Yes, sir; last Monday when I was in the harvest field, Mr. McKnight and Sloan came out there, and he rode right up to me and he says, "Halloo, Watson." And I says, "How do you do, John?" He says, "Watson," he said, "did you sign that petition for that injunction?" And I said, "Yes, sir." He says, "What in hell did you do that for?"

Q. Who said that?—A. Mr. McKnight. His very words he used right then. He says, "What in hell did you do that for?" I says "To protect my own interest." "Well, hell!" he says, "haven't I protected your interest right along?" I told him I guessed he had so far, but I didn't know how long he was going to do it. "Well," he says, "it's God damned funny to me," he says, "when I have stood by you as long as I have, and then have you do such a trick as that." I told him that that was all right. I told him that I had signed for the injunction and there was no other way out of it. "Well," he says, "I want to know one thing," he says, "if you want that injunction to stand," he says,

"I want to know it, and if you don't, I want to know it." And he says, "It would hurt you like the devil if you had to be put off of here now and stay off." I told him yes, that was a fact, it would; but I told him I had no other resources whatever. "Well," he says, "when you are put off now," he says, "you will be put off by the military, and you will be put off to stay." I told him that would be all right, and then Sloan spoke up. He says, "Well, I don't think there will be any trouble when the military puts you off. I think you will stay." I told him that was all right, and one conversation brought on another, and he says "Well," he says, "I have got a paper here," he says. "I ain't going to coax you to sign it, but if you want the injunction dissolved and this thing all straightened up now with you, why, you sign this paper, and if you don't—if you want it to stand—why don't you sign it?" Well, I kind of studied a while and I asked him how long a time I would have to sign that in, and he says "till Wednesday noon; its got to go to Omaha then." And I told him, "Well if I made up my mind to sign it, why, I would be down by that time." And one thing brought on another, and he said he guessed he would have to go, and he said, "By God, I ain't going to come out here any more to fool with you," and he turned around and drove off, and that was the last of it.

By Mr. ALLEN:

Q. Have you been evicted or threatened with eviction?—A. No, sir; not only by Mr. McKnight coming there and saying that he would send the boys up—I suppose the police.

By Mr. STRODE:

Q. Who was present during this conversation between you and McKnight and Sloan?—A. Mr. Jud Ward. He is here in the house now.

By Mr. ANDREWS:

Q. You made an effort to secure a lease from the agency, but all of your efforts in that direction were failures?—A. I went over and told him my financial circumstances, and he said I could rent it for a third of the crop.

JUDSON WARD.

By Mr. THURSTON:

Q. What is your name?—A. Ward.

Q. Where do you live?—A. Live out 8 miles northeast of here.

Q. On the Winnebago Reservation?—A. Yes, sir.

Q. On lands of the Flournoy Company?—A. Yes, sir.

Q. What are you doing there?—A. Farming.

Q. Farming for yourself?—A. My father and I are farming together.

Q. Under a lease?—A. Yes, sir.

Q. Who holds the lease?—A. The Flournoy Company's land. I was mistaken in the land.

Q. Who holds the lease?—A. Ward holds the lease. The lease that we leased?

Q. Yes, sir.—A. Ward.

Q. Your father?—A. Yes, sir.

Q. You are living there with him?—A. Yes, sir.

Q. Are you interested in carrying on the place?—A. Yes, sir.

Q. How long have you been out there?—A. This will make three years. This is the third year.

Q. How much land?—A. One hundred and sixty.

- Q. How was it when you went on there?—A. It was broke up.
- Q. Who by?—A. By Wheeler & Chittenden; they had it broke.
- Q. Were they lessees of the Flournoy Company?—A. Yes, sir.
- Q. And you rented under them, or took your lease from them?—
A. Yes, sir.
- Q. What crops have you got in there this year?—A. Corn.
- Q. All corn?—A. Yes.
- Q. How many acres?—A. About 155 acres.
- Q. What is that worth, in your judgment, if you are permitted to remain there and take it off?—A. I should judge it was worth about \$7 an acre.
- Q. What improvements have you on the place?—A. We have a granary and sheds.
- Q. House?—A. No, sir.
- Q. Where do you live?—A. Where do we live?
- Q. The house—A. The house belongs to Hutchins.
- Q. Belongs to whom?—A. To Hutchins. He owns the house and stable.
- Q. Is that on some of the Flournoy property also?—A. Yes, sir; on the same place.
- Q. Did you hear Mr. Watson's testimony just now?—A. Yes, sir.
- Q. The last witness?—A. Yes, sir.
- Q. Were you present the day that Thomas Sloan and Mr. McKnight were out there recently?—A. Yes, sir.
- Q. When was that?—A. That was Monday, I believe.
- Q. Last Monday?—A. Yes, sir.
- Q. Do you know whether that was after the injunction had been issued?—A. Yes, sir.
- Q. Restraining Captain Beck from evicting settlers?—A. Yes, sir.
- Q. Were you present during that conversation?—A. Yes, sir.
- Q. Now, tell as nearly as you can what was said.—A. Why, he come out there and drove up—
- Q. Who came out?—A. Mr. McKnight.
- Q. And who was with him?—A. Tom Sloan. And he come out and talked to Watson and asked him about this injunction; asked him if he had signed it. Mr. Watson said "Yes." "Well," he says, "this is a hell of a way of doing business," he says, "going against me," he says. "You have got me into it now," he says. And he said that—wanted to know if he was going to stand with the injunction, and Watson told him yes, and he told Watson that if he did that he would consider that the military would put him off, and that he had some papers that he was to sign if he wanted the injunction dissolved.
- Q. Well, was there anything else?—A. I believe that's all.
- Q. You heard Mr. Watson state that conversation as it took place just now?—A. Yes, sir.
- Q. Was that statement of his substantially as you remember the conversation?—A. Yes, sir.
- Q. Have you had anything to do with the negotiations at the agency yourself?—A. No, sir.
- Q. How old are you?—A. I am 23 years old.
- Q. A single man?—A. Yes, sir.
- Q. Living with your father?—A. Yes, sir.
- Q. What does his family consist of?—A. Six children.
- Q. Do you know the men who are farming out there who are sought to be evicted from the Flournoy lands?—A. Yes, a good many.
- Q. Do you know them pretty generally out through that neighborhood?—A. Yes, sir.

Q. What kind of people are they?—A. Well, they are first-class people.

Q. Law-abiding, hard-working, and industrious?—A. Yes, sir.

Q. Pretty good farmers?—A. Yes, sir; the majority of them.

Q. Did you ever know of their creating any trouble out there, interfering with the agency or with the Indians?—A. No, sir.

By Mr. ALLEN:

Q. I think it has been charged, probably, that some of the settlers there, the white citizens, have been in the habit of "boot-legging" or peddling liquors to the Indians.—A. Well, I don't know anything about that.

Q. Do you know of anything of the kind prevailing on the reservation?—A. No, sir. No, I don't know of anything of that kind.

Q. None of the residents that live there do that?—A. No, sir; they don't; not to my knowledge.

Q. They are as law abiding as any other class of people?—A. Yes, sir.

Mr. JENUWEIN. Senator Allen, you entertain that idea from what the Captain said last night. It is my judgment that he referred to men on the Omaha Reservation. He made that once before, and he made that assertion when we were over there the other time, and we asked him about it and he said that that was the case on the Omaha Reservation; and I would not understand, then, that that was the case on the Winnebago Reservation.

Senator ALLEN. Well, did he claim that it was residents of the Omaha Reservation who engaged in this traffic?

Mr. JENUWEIN. Yes, sir.

Senator ALLEN. Or persons who came on the reservation?

Mr. JENUWEIN. Yes, that was on the Omaha Reservation. And I think he told us the names, but I could not say a word about it. I don't think the Captain last night meant the Winnebago Reservation. True, it is possible that he might have.

C. S. SEVERSON.

By Mr. THURSTON:

Q. Where do you live?—A. On the Winnebago Reservation.

Q. How old are you?—A. Thirty.

Q. Where were you born?—A. Wisconsin.

Q. How long have you been in Nebraska?—A. Three years.

Q. What has been your business since you have been grown up and been old enough to do for yourself?—A. Well, most of the time farming; part of the time merchandise business.

Q. Are you a family man?—A. Yes, sir.

Q. What does your family consist of?—A. A wife and one child.

Q. A child how old?—A. Five years old.

Q. Where do you live?—A. I live $2\frac{1}{2}$ miles southeast of Emerson.

Q. On the Winnebago Reservation?—A. Yes, sir.

Q. When did you go on there?—A. Well, I went on there to live a year ago this last spring.

Q. Under what circumstances?—A. Under a lease from E. D. Smith.

Q. Was that some of the Flournoy land or otherwise?—A. No, sir; E. J. Smith land.

Q. How much land did you lease?—A. Two hundred acres.

Q. Was it improved then?—A. Well, partly. There was about 65 acres broke on it. That was all the improving that was done.

Q. By whom had that been broken, if you know?—A. A man by the name of Smiley, I think.

Q. Some renter? Some lessee?—A. Yes, sir; I think so.

Q. Have you done anything in the way of improving it?—A. Yes, I have had broke out about 75 acres more, and then I put on buildings, fences, and so on.

Q. How much have you got under cultivation this year?—A. One hundred and forty-five acres, I think.

Q. What in?—A. Wheat, oats, and corn.

Q. What, in your judgment, is the value of your crop if you were left to gather it and take care of it?—A. Well, I should judge it would be worth about \$8, anyway, an acre.

Q. What improvements have you on the place?—A. Why, I have a house and stables and yards and sheds.

Q. Live there with your wife and child?—A. Yes, sir.

Q. Are you a man of property other than what you have out there?—A. Not very much; no.

Q. Are you largely dependent on your crop there this year for your support this coming winter?—A. Yes, sir; largely.

Q. What is the value of your improvements?—A. I should judge about \$500.

Q. Have you been a law-abiding man?—A. Yes, sir; I think I have.

Q. Many of these questions I ask more that the record may be made than for any other purpose. Since you have been on the reservation have you conducted yourself in a peaceable and law-abiding manner?—A. Yes, sir.

Q. Are you generally acquainted with the settlers on that reservation whom they are seeking to evict?—A. Yes, sir.

Q. What is their general character?—A. Well, sir, I think their character is good.

Q. Good, law-abiding, hard-working, industrious men?—A. Yes, sir.

Q. Peaceable?—A. Yes, sir.

Q. Do they ever seem to have any trouble out there?—A. Not that I know of at all.

Q. Interfere with the management of the reservation or Indian affairs?—A. No, sir.

Q. What is the character of their cultivation—farming?—A. Good.

Q. Have you had any negotiations or interviews with the agent or agency about these matters?—A. Why, yes; quite a few.

Q. Go ahead, now, in your own way, and state them, giving as nearly as you can the dates and the order in which they occurred.—A. Well, of course, ever since I have been here almost, it has been in litigation between the Flournoy Company and the agent, and also Smith, about the same thing, and pretty nearly as soon as the agent came here I went down to see him about this matter, and he said that he intended to get that land pretty soon, and as quick as he got it, why, he would lease it to the settlers.

Q. Who said that, Beck?—A. Yes; Captain Beck.

Q. About when was that?—A. Oh, that was along in 1892, I think, and in fact every year since—1893.

Q. Since the Captain came on there?—A. Yes, sir. And in regard to the Smith land he said that Smith shouldn't have a foot of that land, and that the men that were on the land should have the first chance; whenever he got ready to lease it, why, he would notify us. And then this last spring, during February, I think it was, Smith's case was to come up, and he said he thought he would have him settled by the 20th

of March. I was down there in February, and he said by the 20th of March, if I would come down about then, or shortly afterwards, he would fix me out with a lease. And so I was there, but he said it wasn't quite settled yet, and I would have to wait a little while longer, but I had better get my Indian, he said, and make my arrangements with him and have everything ready. And I did so. I got the Indian and took him before the lease clerk there, Mr. Sloan.

Q. Did you make an agreement satisfactory to the Indian yourself?—A. Yes, sir; I did; and I took my Indian before Mr. Sloan, and we agreed on the price and everything and the payments, when they were to be made, and so on, and all there was to do about it was to draw up a lease by the next time I should come down.

Q. Was there any claim made by anyone that there had been any lease of that land to anyone at that time?—A. No, sir.

Q. And how late was that?—A. Well, that was in March.

Q. Well, now go ahead.—A. And then I went down again shortly after that, and he said that he guessed that Smith—well, he wasn't ready to touch the Smith case yet, he had all he could do with the Flournoy Company, he said. Well, I wanted to know how it would be if I would go ahead and farm. It was pretty near farming time then, and put in my crop if there would be any assurance of my staying. He said "Yes, go ahead and put in your crop; you will be all right," he said. And that was all the satisfaction I could get at that time.

Q. The captain said that?—A. Yes, sir; the captain said that. And I went back again, and I went to Sloan at the same time, and I says, "Now, I have been down here often." I says, "and I am busy, and I don't like to come every day or two. Couldn't you send me a letter or a postal or something when you are ready to lease this and let me know?" "Well, no," he says, "I am busy; I couldn't very well do that," he says. "The best thing you can do is to keep track of it yourself, and come down often." "Well," I says, "if that's the only way, I will have to do that." And I kept going down, I guess, about—well, about two times a week for awhile, and they put me off every time, and finally they told me that Smith should have the land; that the Captain had made arrangements with Smith, and in their arrangement that he made with that man I was to have this piece of land that I was on.

Q. He got Smith's lawsuit out of the way by some agreement, did he?—A. Yes, sir; that's the way I understood it.

Q. And then told you that Smith should have the land?—A. That Smith should hold the land; yes, sir.

Q. How late was that?—A. Oh, that was in—along in May, I think.

Q. When your crops were all in?—A. Yes, sir.

Q. Then, if I understand the situation, if you had not put your crops in there this year there would have been none?—A. No; not as far as I know there wouldn't.

Q. Well, anything happen after that?—A. Well, yes; I had a lease from Smith, of course, and I refused to do anything further with him, you know. I thought the lease was good enough that I had with him, seeing that he held the land. He wasn't satisfied with that, and kept threatening this thing and that, and finally he come out to my place one day.

Q. Who was that, Smith?—A. Mr. Smith. And he says, "Well," he says, "I come out to fix this matter up with you." "Well," I says, "I am not ready to fix up yet." I says, "I have got a paper from you; I guess that's all that's necessary." "Well," he says, "that won't do." And with that they drove off. And he spoke—he told a man in town there

that if I didn't fix up with him at once why he was going to have me evicted—put off of there. And I didn't do anything further, but that was shortly before Major McLaughlin was out here, and I saw him up town I guess that day—

Q. Major McLaughlin was the inspector?—A. The inspector's agent. I saw Major McLaughlin uptown that day, and I understood that the agent had told him that he was going to put me off, and I went to him and asked him if that was the case. He says, "Is your name Severson?" I says, "Yes, sir." "Well," he says, "I guess that you will have to go, then," he says. "That is the understanding that I had—that the captain was going to put you off." And so I went down there to the agency. I was one of that committee that went down there to see the agent at the time the inspector was there, and of course we didn't get any satisfaction that day. All the satisfaction I finally got was that I was to come down the following Friday—I think this was on Wednesday—and he would have Smith there and see if we couldn't arrange that. Well, I went again on Friday, and Smith wasn't here. And I says to the Captain, I says, "Do you suppose Smith will be here to-day?" He says, "I will send for him. I will send the Indians for him." And I waited there three or four hours, and he did so, and Smith finally came up, and he wanted us to fix that matter up. And I told him how it was—that I had a lease, and I wanted to know of the Captain then if Smith had the land. I says, "Has Smith got the land?" I says, "If he has, then I suppose it will be all right if I fix this thing up; but I want to know that it will be safe." Well, of course he wouldn't promise me anything of that kind. "Well," I says, "if Smith has the land that takes it out of your hands, then; you have nothing further to do with it." I says, "Of course, the police wouldn't interfere with me in any way if Smith and I couldn't agree." "Well," he says, "of course I will have to give Smith possession of the land if he demands it." And I understood by that that if I didn't come to Smith's terms I would be evicted, and I come to his terms.

Q. What did you have to pay in addition to what you had already contracted to pay him?—A. Well, I had to pay about \$65 more.

By Mr. ANDREWS:

Q. You held a contract with Smith before?—A. Yes, sir.

Q. A lease, wasn't it?—A. Yes, sir.

Q. But he exacted from you \$65 in addition after he had leased this land from the captain?—A. Yes; he claimed that that lease was no good, because he had thrown up the land, and I couldn't hold the land under that; and it seemed that I couldn't, because I understood that if I hadn't made any arrangements I would have been put off.

By Mr. THURSTON:

Q. Your understanding from the captain was that you would be evicted if you did not fix it up satisfactorily to Smith?—A. That's the way I understood it; yes, sir; and I fixed up with him then for the land what he demanded, and he gave me what he called a damage receipt. Well, he didn't give it to me, either; but he signed it, and it was to be left with the Farmers' State Bank of Emerson, and it is there to-day.

By Mr. ANDREWS:

Q. What do you understand to be their meaning by "damage receipt"?—A. Well, sir; I figure it that it means rent. That's what I figure it. It takes the place of a receipt.

Q. What received damage, the man who held the lease, the land, the Indian, or who, or what?—A. Well, the way he explained it was the damage to him for the use of the land for this year, keeping him out of letting somebody else have it.

Q. And you at the same time held a lease from him under former conditions?—A. Yes, sir.

Q. And that he had sustained perhaps \$65 damage because you sustained that lease, and wanted to make you another one?—A. Yes, sir; that's the way of it, I guess. I wanted him to make me another lease, and he said he wouldn't do it. He said he couldn't, because he wouldn't do anything that would hurt him in his holding a Government lease; that he didn't have a right to; and the paper that he did give me finally would be pretty near the same thing as a lease, I should think.

JOHN FRINK.

By Mr. THURSTON:

Q. Where do you live?—A. I live on section 2 on the Winnebago Reservation.

Q. When did you go on there?—A. Three years ago this spring.

Q. Under what arrangement?—A. Under a lease from Mark Flowers.

Q. Was he a lessee of the Flournoy Company?—A. He was.

Q. How much land did you lease?—A. I leased a half section of land. I leased three-quarters, then I gave up one-quarter to another man.

Q. It really amounted to your leasing a half section?—A. Yes, sir.

Q. How far was the land improved when you went on there—your half section?—A. There was nothing on it.

Q. Prairie land?—A. Prairie land.

Q. How much under cultivation now?—A. Two hundred and eighty acres.

Q. Put under cultivation by you?—A. Put under cultivation by me.

Q. What is it in this year?—A. One hundred and twenty acres in wheat and oats, the balance in corn.

Q. Have you farmed it in a good, farmer-like manner?—A. Why, yes. I think our oats this year will turn out 50 bushels to the acre, and our wheat 25 or 30. Maybe you want me to tell some stories, too. The lease was transferred to George Chittenden, and it went into the Iowa Savings Bank, and a week—or was it two weeks ago—I think it was a week ago to-day, they sent a man to me to make a new lease, of a man by the name of—

Q. Who sent the man to you?—A. Well, a man by the name of Wakefield, the vice-president of the Iowa Savings Bank, had leased the land, and if I didn't make a new lease and pay the cash rent they would have me evicted immediately. He read a letter to that effect, George Chittenden did, from Wakefield.

Q. And that was from—who was the man that claimed to have rented it?—A. Wakefield.

Q. Where does he live?—A. At Sioux City. He is the vice-president of the savings bank at Sioux City.

Q. Did you ever know of his doing any farming?—A. I never knew of the man; never heard of the man till their agent, George Chittenden, come to me with these orders.

Q. Becoming a farmer, I suppose?—A. I thought that was what they were doing.

Q. When was that that this first notice came to you that that man at Sioux City claimed to have rented your land from the agent; about when?—A. Well, that was here a week ago to-day, I think it was.

Q. Now, up to that time had any man claimed the right of possession as against you there?—A. No.

Q. Anybody come and asked you to move out in his favor?—A. No, sir.

Q. Anybody claimed to have a lease there, as far as you know?—A. No.

Q. Anybody offer to come there and cultivate the land this spring?—A. Nobody had done it.

Q. Then, except for your cultivation of it, it would have lain waste, would it?—A. As far as I know, it would. There had been no other claims made upon the land.

Q. What is your age?—A. I am 54 years old.

Q. Where were you born?—A. I was born in the State of New York.

Q. How long have you lived in Nebraska; about how long?—A. About eight years.

Q. What has been your business generally through life?—A. Plowing up the ground and trying to till the soil.

Q. Have you been a law-abiding, peaceable, industrious citizen?—A. I believe I never was arrested in my life.

Q. How is it since you have been on the reservation; have you been a quiet and peaceable citizen there?—A. I have committed nothing against the law.

Q. Are you acquainted generally with the farmers who are in possession under leases from the Flournoy Company, and whom they are seeking to evict?—A. Why, slightly acquainted with some of them.

Q. As far as you know, what is their general character as peaceable, law-abiding, industrious citizens?—A. Why, good; as good as in any community where men happen to live.

Q. Do you know of any of them having created any disturbance there, or interfered with the agency matters or Indian affairs?—A. No; no such disturbance that I heard of.

Q. Are you a man of family?—A. Yes, sir.

Q. What does your family consist of?—A. Six boys and five girls.

Q. It would be a pretty good idea to make that a dozen, wouldn't it? What improvements have you on your place?—A. Why, there is a house there; a barn, a granary, a couple of wells.

Q. What is the value, in your judgment, of those improvements?—A. Why, the buildings is worth about \$500, probably.

Q. Are you a man of any considerable property outside of what you have there?—A. Not much of anything.

Q. Well, is it a fact that you are largely dependent on that crop for the support of your family this year and in the future?—A. It is a fact.

Q. Have you had any talks or deals with the agency about your land?—A. Why, some little; not very much. When this thing first came up we went over there to see what was to be done. It seemed as though they couldn't do anything or didn't do anything. The land was promised to us.

Q. Who promised it to you?—A. Why, Beck.

By Mr. ANDREWS:

Q. Did Captain Beck personally promise you?—A. Yes, sir; promised it to one of the boys. They went over there. One time when I was over to Flournoy he said that whenever they got so they could do anything they would drop us a line.

Q. Did you personally meet the captain in regard to this matter?—

A. I did one time.

Q. And he gave you the same assurance, did he?—A. At that time he could not do anything, but I should have the land.

Q. That is, he promised you that later he would make a lease to you?—A. Yes, sir; we was to fix it with the Indians, and whatever arrangements we made with the Indian he would recognize and send it on to the Department to have it approved.

Q. And you stood ready to do that and had offered to do so?—A. Yes, sir; rather anxious to settle the thing and know what we were doing.

Q. At the same time you had obligations existing for the payment of rent for this year to anybody else, did you, in notes or anything of that kind?—A. Yes, I had out some notes.

Q. For the rent of this year?—A. For a part of the land. For a part of the land they was to take a share of the crop.

Q. Then in these propositions you were taking chances on having to pay rent twice?—A. Why, yes.

Q. Taking your chances upon that?—A. Yes, sir.

Q. And you were willing to take that chance rather than have a disturbance?—A. Why, yes; under the circumstances we had to take it; we could not do otherwise. We had our crop in and were ready to harvest.

By Mr. THURSTON:

Q. It seemed to be a "ground-hog case"?—A. It seemed to be a put-up job to sweat the farmers, to my mind.

By Mr. ANDREWS:

Q. After he had put in his crop?—A. After the crop was in and almost ready to harvest.

Q. So far as you know were any forcible measures employed to evict settlers prior to the planting of their crops?—A. No; not that I know of.

Q. Then, so far as you know, in this matter, all of the cases of forcible eviction have occurred after the crops were in and fairly well matured?—A. Fairly well under way.

ROBERT PILGRIM.

By Mr. THURSTON:

Q. How old are you?—A. I am 59 years old.

Q. Where were you born?—A. Born in Indiana.

Q. How long have you lived in Nebraska?—A. I came to Nebraska in 1855.

Q. What has been your business generally through life?—A. Farming.

Q. Have you been a peaceable and law-abiding, industrious citizen of this country?—A. Yes, sir.

Q. Where do you live now?—A. I live on the Winnebago Reservation, about 3½ miles, I think it is, east of Emerson.

Q. When did you go on there?—A. Why, I went on there two years ago this last spring.

Q. Under what circumstances?—A. Why, I bought out another party that had been breaking some there.

Q. A lessee from the Flournoy Company?—A. Yes, sir; and they recognized the change all right with me.

Q. How much land did you lease?—A. I leased a half section—a quarter section from one man and a quarter from another.

Q. How much of it was under cultivation at that time?—A. Why, it was nearly all broken out—that is, on that; I think all excepting 10 acres.

Q. That had been broken up by the lessees whom you succeeded?—A. Yes, sir.

Q. How much have you in cultivation this year?—A. I have about 210 acres, I think. All the land that is broken up is in cultivation.

Q. What is your crop this year?—A. It's wheat and corn principally. I believe there is about 5 acres of flax—or not flax, but of millet—on the place.

Q. What, in your judgment, is the value of your crop this year, if you are permitted to harvest and care for it?—A. Well, I don't know; I don't know what to say about that, because the corn isn't so good yet—that is, you can't go much on that yet.

Q. Oh, no; but just take the general chances as it looks now.—A. The prospect now is for a good crop, and it ought to be worth from \$8 to \$10 an acre, I should think; I should think so.

Q. What improvements have you on the place?—A. Well, I have a house and a stable—barn; and I have a well, an outdoor cellar, and then I have a pasture, I think about 60 acres in pasture, two-wire fence.

Q. What is the value of your improvements, in your judgment, to-day?—A. Well, it ought to be worth a couple of hundred dollars, anyway.

Q. Are you a man of family?—A. Yes, sir.

Q. What does your family consist of?—A. Well, I have two boys at home living with me now, and a grandson and my wife.

Q. Are you a man of any considerable property outside of what you have over there?—A. Not a thing; that's all I have.

Q. Is it a fact that you are largely dependent for the support of your family the coming winter and beyond upon your crop for this year?—A. Yes, sir; wholly dependent upon that crop for my living.

Q. Have you been a peaceable, law-abiding, industrious man since you have been on this property?—A. Yes, sir.

Q. Have you ever caused any trouble or disturbance on the reservation?—A. None that I know of.

Q. Have you ever interfered in any manner with the reservation matters or Indian affairs?—A. No, sir.

Q. Have you had any talks or negotiations with the Indian agent concerning your affairs?—A. No, sir; I didn't go down there to see him, because I of course heard how others couldn't get the land, and it was no use for me to go, and I thought I had just as good a lease anyway, probably, as I could get, the way I see it was running, so I didn't bother with it.

Q. It seemed, then, as far as you could judge from your knowledge, that in some way it was impossible for the Flournoy lessees to get new leases?—A. Yes, sir; it seemed so.

Q. Have you been interfered with in your possession?—A. Why, yes; the police came out there one time not long ago.

Q. How long ago?—A. Well, I think it's—well, it's a little over a week now, I guess.

Q. How many of them?—A. Why, there was 29.

Q. Were they armed?—A. Yes, sir.

Q. What with?—A. With rifles and revolvers.

Q. What did they do?—A. Well, they didn't do anything much, only the foreman talked some to me. I talked back pretty saucy, I guess; anyhow, they went off and left me.

Q. Did they express any intention of moving you off?—A. Oh, yes;

they read the riot act, as the fellow says, to me—the papers. I told him they wasn't any good, he had better take them back to Beck.

Q. And you did not go?—A. I didn't go.

By Mr. ANDREWS:

Q. Who had signed that paper that he presented to you?—A. It was a strange name. It wasn't Beck, though.

Q. You do not remember the name?—A. I couldn't tell you what the name was now.

Q. You think the Captain's name was not signed to this paper?—A. No, sir; it wasn't the Captain's name at all; it was another name.

Q. Was the name signed officially?—A. Appeared to be; yes, sir.

Q. What official title was given?—A. Well, it was just a name, I believe.

Q. Would you remember the name if you should hear it?—A. I think I would.

Mr. ANDREWS. Does anyone remember anything in regard to this circumstance? Mr. Jenuwein, do you remember anything about it?

Mr. JENUWEIN. Nothing; only what Mr. Pilgrim has told me.

By Mr. STRODE:

Q. Mr. Pilgrim, was this before or after the Norris injunction?—A. It was after; just after.

Q. And was this signed by someone purporting to be an acting agent?—A. Why, yes, sir; it was signed that way, by the reading of it. It was some authority there at the agency.

Q. You understood that it emanated from the office of the agent?—A. Yes, sir; and the head police said it was orders from Beck; but still his name wasn't to it.

Q. Well, were you one of the parties to the Norris injunction?—A. Yes, sir.

Q. And this was after that injunction had been served upon Captain Beck, was it?—A. Yes, sir.

Q. Do you know whether a certain doctor was in charge of the agency for a short time?—A. Well, I heard so; it's hearsay.

Q. Do you know his name?—A. I do not. I don't know what his name is, but I just supposed that that was the name that was signed to this paper.

Q. The name of this doctor?—A. Yes; that's what I thought.

Q. They gave it to you in allopathic doses, did they, or homeopathic?—A. Well, I gave it to them in pretty good doses, I guess.

Q. You talked allopathy in your doses?—A. I told them that they was there in violation of the law and they had better go back.

Q. And they went?—A. They went. And they wanted to know if I had any guns, and I told them yes. They wanted to know what kind, and I told them. They wanted to know if I had got it to shoot Indians with, and I told them no, sir, not to shoot Indians with; not if they let us alone, at any rate.

By Mr. THURSTON:

Q. Are you acquainted generally with the settlers out there under the Flournoy leases?—A. Yes, sir.

Q. What kind of men are they with respect to being good, peaceable, law-abiding, industrious people?—A. They appear to be law-abiding people and very civil. It seems to me that they have taken enough to make them otherwise, if they would be.

Q. What has been the character of their farming generally?—A. It has been good; really good.

Q. Have you ever known of any of them creating any disturbance or interfering in any way with the Indians' affairs or the management at the agency?—A. Not to my knowledge; no, sir.

By Mr. ANDREWS:

Q. Did you ever have any conversation with Mr. Smith in regard to this matter?—A. Yes, sir.

Q. Will you please give us that conversation, the substance of it?

By Mr. THURSTON:

Q. Was that the same Smith that the other witness referred to?—A. E. J. Smith; yes, sir; it's the same man. Why, he came to my place and wanted to know of me who was farming that south quarter section there, and I told him I was. "I thought," says he, "that that was Mr. Silverance's." I told him, "No, sir; that was my piece of land that I was farming." "Well," he says, "that belongs to me."

Q. What time of year was this?—A. This was in—

Q. About what time?—A. About the 1st of June, I think.

Q. That was after your crops were all in?—A. Oh, yes; yes, sir. I was cultivating, anyway, and I think I was pretty well along. And then he spoke and he said: "I see a couple of your boys over there, and I thought kind of strange that it would be on their lands," he says, "too." And says he: "I want you to fix up with me." Well, I says, "I ain't nothing to do with you; I didn't lease of you." He wanted to know how long I leased for, and I told him this year my lease expired with the company. Well, he said I would have to fix up with him. Well, I said I didn't know as I would. And he talked on a little while and finally he went off. Well, I see him a few days after that in Emerson, and he at me again about it, and I told him no, I wouldn't fix up nothing with him; I didn't have to, as I seen it. Well, it passed on then about a week more, and I got a letter from him setting a time to meet me in Emerson. I didn't go near him, for the fact that I knew what he wanted, and I didn't propose to bother with him at all.

So the next day he drove down there—well, he come the very day that he wanted to meet me. He come out that evening, and he rode up, jumped out of the buggy, and he says: "Did you get my letter?" And I says, "Yes, sir; I did." Well, he says, "You will have to do something," he says. "Now," he says, "this is the last time I am going to see you." Well, I says, "That's all right; I don't propose to do anything; I don't have to, as I know of." Well, he says, "You will; you will have to fix up with me," he says, "or I will put you off of there." Well, I says, "I ain't on that piece of land." I says, "I can stay here and look at the crop, can't I?" I was on the other quarter section, you see, that he didn't claim; the line runs close by there. Well, he said that he would put me off of there and see that I stayed off, he said. And says he, "If necessary, I will put an armed force there to see that you do stay off and take your crop." That's what he said exactly. Says he, "I've got money in this, and I've got to get it out."

Q. Who is this Mr. Smith?—A. Well, sir, he is a young man that lives in Homer.

Q. What is his business?—A. He is running a store, I believe, there; a small establishment.

Q. Has he ever been a farmer, to your knowledge?—A. Why, his father used to farm, but I think that the young gentleman never done much at it.

By Mr. ANDREWS:

Q. Let me call your attention to that paper again. Was that paper S. Doc. 79—8

signed by a man by the name of Heidelman, as agent, do you remember?—A. I ain't positive whether that's the name. It possibly might be it, but I wouldn't say positive. They had about twenty names on that paper to put off, I should judge; I didn't count them all.

By Mr. THURSTON:

Q. The Indian police had?—A. Yes, sir.

By Mr. ANDREWS:

Q. This was after this injunction from the State court?—A. Yes, sir; it was after, just a few days after. You see, the head police was changed and the agent had gone away and put another man in his care, and I suppose they thought they would creep around the injunction in that way. I told them there was an injunction.

By Mr. STRODE:

Q. Was the head policeman, Mr. Pilgrim, involved in the injunction—that is, was he enjoined along with Captain Beck and others?—A. Why, no; this one had just been put in, I think, that day.

Q. Well, I know; but the old one; the one that was acting?—A. Why, there was two of them, I believe.

Q. Were they enjoined along with Captain Beck?—A. They were, I think. That was my understanding. But they was changed, you know, and others put in their place.

Q. Now, what I want to get at is: Now, there were some of the policemen enjoined, along with others, from evicting you, were there not—enjoined along with Captain Beck not to evict these settlers from their lands by the Norris injunction? Do you remember about that, or do you know about it?—A. I don't expect I understand that.

Q. If I understand it, this injunction ran against Captain Beck and others?—A. Yes, sir.

Q. And among the others were the policemen, or at least his chief of police?—A. Yes, sir.

Q. Now, this man was other than his chief of police that was enjoined in that injunction, was he?—A. This man wasn't one of them; no, sir. No, he wasn't one of them.

By Mr. ANDREWS:

Q. Do you remember the names of the head policemen that were enjoined?—A. Why, I don't know as I could just call the names.

JOHN HARTMAN.

By Mr. THURSTON:

Q. Where do you live?—A. Winnebago Reservation.

Q. When did you go on there?—A. Three years ago this last spring.

Q. Under what circumstances?—A. Under a lease from the Flournoy Company.

Q. A lease from the Flournoy Company?—A. Yes, sir.

Q. How much land did you lease?—A. One hundred and seventy-five acres.

Q. What was its condition when you went on there?—A. Prairie land.

Q. How much of it have you broken up and improved?—A. One hundred and five acres, I think.

Q. In crop this year?—A. Yes, sir.

Q. How old are you?—A. Twenty-nine.

Q. Where were you born?—A. Sweden.

Q. How long have you been in this country?—A. Why, that's more than I can say. I will say that I was two years old when I come here.

Q. Well, then, you are a citizen of the United States?—A. Yes, sir.

Q. What has been your business?—A. Farming or working for a farmer.

Q. Have you been an industrious and law-abiding man?—A. Yes, sir.

Q. How is it since you have been out on the reservation; have you been a peaceable, law-abiding, and industrious citizen?—A. Yes, sir.

Q. Do you know generally the men who have been there under the Flournoy Company, and whom they are seeking to evict?—A. Yes, sir.

Q. What is their character as law-abiding, peaceable, good citizens?—A. Good.

Q. What kind of farmers are they?—A. They are all good farmers; as good as you can find anywheres.

Q. Is the land generally most all cultivated they have?—A. Yes, sir.

Q. Ever known of their having any disturbance?—A. I do not.

Q. Or interfering in any manner with the agency or the Indians?—A. No, sir.

Q. What is your crop this year?—A. Wheat and corn.

Q. One hundred and five acres?—A. Yes, sir.

Q. What, in your judgment, would be the value of that if you were left there to take care of it and harvest it?—A. Oh, I don't know; five or six dollars; about six dollars an acre.

Q. On an average?—A. Yes, sir.

Q. What improvements have you on the place?—A. A house and stable.

Q. What are your improvements worth?—A. Oh, about a hundred dollars.

Q. Have you a family?—A. I am married; yes, sir.

Q. A wife?—A. Yes, sir.

Q. Your wife living with you out there?—A. Yes, sir.

Q. Are you a man of any property outside of what you have got out there?—A. Not at all.

Q. You and your family are dependent on this year's crop for your winter's support?—A. Yes, sir.

Q. Up to the time you put your crop in did anybody ever come to you and claim possession of that land?—A. They did not.

Q. Nobody appeared there to put any crop in or offer to?—A. No.

Q. Then your land would not have had a crop on it at all unless you had put it in this year?—A. No; because the man that claims it said that he didn't know it was broke at all.

Q. Who claims it?—A. Blenkiron. First John Ashford and then Blenkiron.

Q. Ever had any trouble?—A. No; not—

Q. Well, have you had any talk with anybody about it?—A. Why, Blenkiron. That's all I know.

Q. Who is he?—A. He is a man from Bancroft. I don't know. He is said to be a real-estate man. That's all I know about it.

Q. Is he a farmer, do you know?—A. I think not. I think he is too fine a chap to be a farmer.

Q. Looks more like a statesman?—A. He looks more like a statesman or a lawyer or something else.

Q. Well, when did he come to see you?—A. Why, the first time it was just before the 22d of April.

Q. How much of your crop was in then?—A. Why, I had the small grain in.

Q. Small grain in?—A. Yes, sir; and was plowing for corn. And he says, "Well, you had better come down and fix up." And I says, "What about? The Flournoy Company? Are they in court yet?" He said no, merely that Beck talked about whether he would put on the cavalry and force the men all off at once, or by civil service. Well, I said I would see. And so I didn't go. And just before the 26th of June he come to see me again, and he wanted me then for me to give him my number of corn and wheat.

Q. At that time your corn was all in?—A. Yes, sir; of course. He says, "I am the right man that has that lease." And I wanted him to see the lease, and, of course, he said he had left it at home. And I asked him furthermore that I wanted a lease for five years, and he said he couldn't do it, but he would fix it so that I could stay there. And I asked him what he wanted an acre, and he said he would fix it reasonable enough, but he wouldn't say what he asked. He asked me for this year's rent, but he didn't ask me for no notes nor no security.

Q. Well, did you have any more trouble about it?—A. No; I haven't, of course, as far as the agency is concerned. I was to the agency August 12, 1893, and I give the agent my name and the number of the land, and I have proof that he said, "If you will give in your name and the number of the land," he says, "you are the first to have this land." And he says, "I will notify you." I don't know whether he said a written notice, but anyway he said he would notify me.

Q. Who was the agent?—A. Beck.

Q. Did he ever notify you?—A. He did not.

Q. What do you know about this warrant or paper that the Indian police had when they came out to Mr. Pilgrim's?—A. Well, I was there and I seen the paper, but the fact is I didn't notice very much. But talking about the name, I can't tell you, because I didn't notice the name; but it said this much, as an agent. What name I can't say. I know it was rather scribbled, anyway, so I can't tell.

By Mr. ANDREWS:

Q. Who was acting as chief of police at that time?—A. Dave St. Cyr.

Q. Who had been acting just before that?—A. I don't know.

By Mr. MEIKLEJOHN:

Q. You say that you do not know what name was signed above the official term "acting agent"?—A. No; I don't.

Q. Do you know whether it was Captain Beck's name?—A. It wasn't Captain Beck's name; I know that by a glance; but what it was I couldn't say, because I only got a glance at it, and I wouldn't swear to it.

JAMES BLACKBIRD.

By Mr. MEIKLEJOHN:

Q. Are you an Omaha or Winnebago Indian?—A. Omaha.

Q. What is your name?—A. James Blackbird.

Q. What is your father's name?—A. Walter Blackbird.

Q. Did your father, Walter Blackbird, receive allotments on the Omaha Reservation?—A. Yes, sir.

Q. How many acres were allotted to Walter Blackbird?—A. I don't know. Let's see; 400 altogether.

Q. Your father is an old gentleman, is he?—A. Yes, sir.

Q. Do you transact the business for him, Blackbird? Do you do his business for him?—A. Yes, sir.

Q. Give me the name of the man to whom your father leased a part of this land on the Omaha Reservation.—A. Who leased it, you mean?

Q. Yes.—A. Leased it to Mr. Hull.

Q. Mr. Hull has how many acres for this year?—A. He got 240 acres.

Q. For this year?—A. Yes.

Q. When does the lease from your father, Walter Blackbird, to Hull, when does it end?—A. It ends—in 1891 he leased it.

Q. For how long?—A. Five years.

Q. And then it ends what time, James?—A. 1896, I think.

Q. Can you give the month, Blackbird?—A. No. They all call it was five years leased, and when the time is out—five years, I think, and we didn't say the month.

Q. Have you, Blackbird, as the agent of your father, had any talk with the agent of the reservations or his clerk, Mr. Sloan, about leasing this land when the lease of Mr. Hull ends?—A. I didn't talk—

Q. Did you talk to Mr. Sloan?—A. To Mr. Sloan.

Q. Where did you talk to Mr. Sloan?—A. Over in the office there.

Q. At the reservation?—A. Yes, sir.

Q. Was Will Beck present?—A. No; he wasn't there.

Q. What did Mr. Sloan tell you, Blackbird?—A. Well, he says Captain Beck want to make a new lease, Government lease, and the old lease no good, he said, and make a new lease; that's better, he said. "Well, Mr. Sloan, I want to take out a lease then for the old lease then, and if you take that we will lease it to you." "Well," he says, "if you back out the lease—the old lease." And my father he make it lease in the office there.

Q. Made the lease in the office?—A. Yes, sir.

Q. To whom?—A. To Sloan.

Q. For how many acres of land?—A. Two hundred and forty acres.

Q. Is it the same land on which Hull is living this year?—A. Yes; it's the same land; yes, sir.

Q. Now, Blackbird, was that lease in writing or talk—an agreement?—A. Yes.

Q. Was it in writing or was it a talk you had?—A. Yes; put it in the paper there how agreeing. "Dollar an acre for that," he says.

Q. Was it in writing?—A. Yes; it was in writing.

Q. Did your father sign this paper for the leasing of this land to Sloan?—A. Yes.

Q. You were there present, were you?—A. Well, I ain't there, but the next day he told me about it. "I leased the land," he says. And I go to him and I ask Mr. Sloan and he show me the lease. He says, "Your father leased me his land," he says.

Q. How much did Mr. Sloan agree to pay your father an acre?—A. A dollar an acre.

Q. Now, was this lease or paper which your father signed for this land to Mr. Sloan a regular Government lease?—A. Yes.

Q. A regular Government lease?—A. Yes, sir.

Q. And do you know when Mr. Sloan goes onto this land? Did you ask about that?—A. He wait till next year.

Q. Next year?—A. Yes, sir.

Q. How many acres did you say?—A. Two hundred and forty acres.

Q. Blackbird, is the land which your father leased to Mr. Sloan under cultivation?—A. Yes, sir; all cultivated.

Q. Has this man Hull crops on the land this year?—A. Yes; he got crops on it.

Q. And when he takes those crops off this year he is done with that land, is he, under the lease?—A. No; he had an injunction on it then with Captain Beck.

Q. He has an injunction?—A. Yes; he had an injunction on it, and the injunction was settled there.

Q. Now, how much money has Mr. Sloan paid you or your father on this lease; any money?—A. Yes; he paid about \$30 on it. I am not sure, but I think \$30.

Q. Was there any agreement as to the payment of money in advance on the lease?—A. No.

Q. Was there any agreement as to when the money was to be paid?—A. Well, he says he is going to make the contract the 1st of January and July; make it two payments, next January and next July.

Q. Next January and next July?—A. And next July; yes.

Q. Blackbird, can you tell me when the lease your father made with Hull—is it Hull or Hall?—A. Hull.

Q. Can you tell what month it ends in?—A. Well, he would, I guess.

Q. Yes, I understand; but do you know?—A. He leased it the 28th of March, 1891.

Q. Was that all the talk that you had with Mr. Sloan about this lease, Blackbird?—A. That's all.

Q. You haven't talked with him since about the matter, have you?—A. No. Well, sometime, being over there, I ask when the injunction settled there; I ask about it two or three times, but he don't know, he say.

Q. Blackbird, how many acres on this 240 acres under this lease is broken out—improved—plowed?—A. How many acres is plowed? All plowed.

Q. All of the 240 acres?—A. Yes, sir.

Q. How many years have crops been raised on that 240 acres?—A. Oh, I think about four years.

FRANK JOHNSON.

By Mr. THURSTON:

Q. Where do you live?—A. I live 8 miles north.

Q. On the Winnebago Reservation?—A. Yes, sir.

Q. When did you go on there?—A. Why, let's see; it will be four years next spring.

Q. Under what circumstances did you lease it?—A. I leased it—I bought some fellows off.

Q. You bought a lessee off?—A. Yes, sir.

Q. The man you bought off leased under the Flournoy Company?—A. Yes, sir.

Q. How much land did you get?—A. Two hundred and forty acres.

Q. How much of that was cultivated at that time?—A. It was broke; about 80 acres, I guess.

Q. The man you bought out had broken that much up and cultivated it?—A. Yes, sir.

Q. How much have you got under cultivation now?—A. The whole thing except five acres.

Q. Have you got crops on all of it this year?—A. Yes, sir.

Q. What kind?—A. About 190 acres of corn and 35 acres in oats and wheat.

Q. What, in your judgment, is that crop worth, if you were left there to harvest it and take care of it?—A. Oh, I've got a pretty nice crop up there. I believe it ought to be worth \$6 or \$7 an acre.

Q. What improvements have you got on the place?—A. I have a house and a crib and a yard.

Q. What are your improvements worth?—A. Oh, I guess it's worth pretty close to \$700.

Q. How old are you?—A. I am about 35 years old.

Q. Where were you born?—A. In Sweden.

Q. How long have you been in this country?—A. About ten years.

Q. Are you a naturalized citizen of the United States?—A. Yes, sir.

Q. Have you been a peaceable, law-abiding, industrious citizen since you have been in this country?—A. I guess so.

Q. Since you have been on the reservation have you been a peaceable, law-abiding, good citizen?—A. Yes, sir.

Q. And an industrious farmer?—A. Yes, sir.

Q. Take care of your crops in good shape?—A. Yes, sir.

Q. Did you ever help raise any disturbance on the reservation?—A. I guess not.

Q. Or interfered in any way with the Indian management or affairs?—

A. No, sir.

Q. Have you a family?—A. Yes, sir.

Q. What does it consist of; who is your family; how much of a family have you?—A. I have four children.

Q. A wife living—wife and four children?—A. Yes, sir.

Q. How old are they?—A. The oldest one is about 6 years old and the youngest 3 months—a little over.

Q. The family live out there with you?—A. Yes, sir.

Q. Are you a man of any considerable property outside of what you have got out there?—A. No.

Q. Then have you anything to keep you through the next winter and give you a start, except what you get off that land?—A. No, sir.

Q. Do you know the settlers out there who rented under the Flour-noy Company and whom they are seeking to put off?—A. Yes, sir; I know the most of them.

Q. What sort of men are they; are they peaceable, law-abiding, good, quiet, industrious farmers?—A. I guess they are pretty good, every one of them.

Q. Did you ever know of their raising any riot or having any troubles out there?—A. No; I think not.

Q. Interfere any with the Indians or their affairs?—A. No, sir.

Q. Have you had any talks or transactions with the Indian agent or that office about your land?—A. Yes, sir.

Q. When was the first?—A. It was the first—I can't say when—about two years ago.

Q. About two years ago. You got some notice or something then?—A. Yes, sir.

Q. Well, this year did you have any transaction with them?—A. Yes. I was over there the 27th of February.

Q. What took place?—A. Oh, I was trying to lease my land.

Q. Who were you talking with?—A. I was talking with Sloan.

Q. Did you see Captain Beck?—A. Yes, I saw him too.

Q. What did he say to you?—A. He told me to come down and bring in the Indian.

Q. Bring in what?—A. Bring in the Indian.

Q. You wanted to see about leasing it, did you; that same place?—A. Yes, sir.

Q. Well, did he tell you to talk with Sloan?—A. Yes, sir.

Q. Well, what talk did you have with Sloan?—A. Oh, I asked him

how it was standing with my land, and he told me the land was leased already.

Q. Was what?—A. It was already leased.

Q. That was in February?—A. Yes, sir.

Q. Did you have any more talk with him?—A. The same day?

Q. Yes.—A. Yes, sir; I told him that he promised me the land before when I was there and give my application on the land, and now he had leased it off.

Q. Well, what did he say to that?—A. Well, he told me I was too late.

Q. Who did he say had rented it?—A. Rented it to Charley McTigert.

Q. Do you know who McTigert is?—A. No, I haven't seen him. He has been up to my place about a week ago, and I wasn't at home.

Q. Now, before you put in your crop, up to the time you got your crops in, did McTigert or anybody else come there and claim the right to your land?—A. No, sir.

Q. Ask you to get off?—A. No, sir.

Q. Object to your putting in your crop?—A. No, sir.

Q. Then, if you had not put in your crop that land would have been vacant, idle, would it not?—A. Well, I don't know.

Q. As far as you know; nobody was there offering to sow any crop, or interfering with you?—A. No, sir.

Q. Nor claiming the title?—A. No.

Q. When did McTigert first show up at your place?—A. About a week ago.

Q. And Sloan told you last February that McTigert had already leased it?—A. Yes, sir.

Q. Do you know why he was so slow getting to the place?—A. No; I don't know.

Q. You don't know. You don't know whether he is a lame man or not, do you?—A. No; I don't know him at all.

Q. Well, did you have any more talk out there at the agency?—A. Yes; this other fellow got some of my land too.

Q. What other fellow?—A. O'Conner, of Homer.

Q. Who is O'Conner?—A. He is a banker up there, I guess.

Q. Up where, at Homer?—A. Yes, sir.

Q. Runs a bank?—A. Yes, sir; I guess he does. So they have told me.

Q. He isn't a farmer?—A. No.

Q. Well, did O'Conner ever come around?—A. Yes; he has been up.

Q. When did he first show up?—A. Oh, he showed up in the latter part of—let's see, oh, it's about three weeks ago, I guess.

Q. He was almost as slow getting there as McTigert, wasn't he?—A. Yes; I guess he was about as slow.

Q. That's the first time O'Conner appeared?—A. Yes, sir; that's the first time, and I guess it's the last.

Q. Well, now, have you had any trouble? Did they try to put you off; anybody?—A. No; not yet.

Q. Your family out there with you?—A. Yes, sir.

Q. Were you here when Major McLaughlin, the Indian inspector, was out here making an examination?—A. Yes, sir.

Q. Were you present when one Oscar Bring made an affidavit before Major McLaughlin?—A. Yes, sir.

Q. Were you there when he signed it and swore to it?—A. Yes, sir.

Q. Did you hear it read?—A. Yes, sir.

Q. Well, now, what was there in that affidavit about his giving money to Mr. Sloan?—A. Oh, it was plenty in there, if I know how to explain it.

Q. No; but you tell it in your own way.—A. Well, it was in there that he went over to lease his land, when he made it up that he was going to give Tom Sloan \$150—\$10 cash, and \$140 in notes—for to get the land.

Q. What was he going to give that to Tom Sloan for, for helping him?—A. For helping him make out the lease, I guess; I don't know what it was.

Q. Well, did Oscar Bring swear to that affidavit before Major McLaughlin?—A. Yes; he did.

Q. Was it read over to him?—A. Yes, sir.

Q. Did you hear him tell Major McLaughlin what he wanted to swear to?—A. Yes, sir.

Q. And was it read right—what he said was right, the same way he said it?—A. Yes, sir.

Q. And he swore to it?—A. He swore to it.

Q. Major McLaughlin, the Indian inspector, took the affidavit away, as far as you know, didn't he?—A. Yes, sir.

JOHN SANDBERG.

By Mr. THURSTON:

Q. How old are you?—A. I am about 61.

Q. Where were you born?—A. In Russia.

Q. How long have you been in this country?—A. Since 1864.

Q. Are you a naturalized citizen of the United States?—A. Yes, sir.

Q. Since you have been in this country have you been a peaceable, law-abiding, industrious citizen?—A. So far as I do know.

Q. How long have you been in Nebraska?—A. Twenty-five years. I took a homestead by Oakland, in Burt County.

Q. Where do you live?—A. In the Winnebago Reservation now.

Q. When did you go on there?—A. Three years ago.

Q. Did you lease some land?—A. I sublet a lease; bought out a party.

Q. Bought out a man who had a lease?—A. Yes, sir.

Q. He had leased from the Flournoy company?—A. He leased that from a man Garrick (?).

Q. How much did you take—how much land?—A. We was together. We took 320.

Q. Who was with you in it?—A. Andrew Wilson.

Q. How much of that was under cultivation when you took it?—A. Two hundred and forty broke on it what we paid \$2 an acre for the breaking, and then also the improvements and buildings, house, and so forth.

Q. The man you got it of, who leased from the company, had broken that, had he?—A. Yes, sir.

Q. Do you live there now?—A. Yes, sir.

Q. Are you a man of family?—A. Yes, sir.

Q. What does your family consist of?—A. Twelve children; seven girls and five boys.

Q. Well, you have done better than that other man. Well, sir, you are the kind of citizen we want in this country. What improvements have you on the place?—A. My partner and me we have divided, and so he has got 160 and I have the same.

Q. You have divided up?—A. Yes, sir.

Q. Have you got a house on your part, and barns and other improvements?—A. Yes, sir; it cost me something about \$500.

Q. Are you a man of property outside of what you have got down there on the reservation?—A. Not a cent.

Q. Then you are entirely dependent, yourself and family, for your support this winter and to get a start, on what you get off of that land, are you?—A. Yes, sir.

Q. Have you farmed your land in a good farmer-like way?—A. I like to see a man that does any better farming or any better gardening than I have.

Q. What crops have you in there this year?—A. Wheat and oats and corn and sugar cane. I expect about \$1,000 out of it.

Q. You expect what?—A. A thousand dollars out of the 15 acres of sugar cane.

Q. What do you expect the rest of your crop will be fairly worth, if you have a chance to take care of it?—A. The wheat and oats don't count anything, but the corn, why, if good weather comes—why, I don't know much about the market, what that will be.

Q. No; but just give your best opinion.—A. Well, there's a prospect of a good crop of corn, 50 bushels an acre. It's well cultivated and good seed.

Q. Are you acquainted generally with the men out there who have leased from the Flournoy Company and are farming there?—A. I am not very far off, but my closest neighbor, I know him well.

Q. As far as you know, what are they, good, peaceable, law-abiding, industrious men?—A. So far as I do know.

Q. So far as you know?—A. So far as I do know.

Q. Have you ever known of their causing any disturbance or any trouble out there; interfering with the Indian or agency affairs?—A. No, sir.

Q. And how are they, pretty good farmers?—A. Well, I haven't found any better than Henry Grant, my neighbor.

Q. Then that is general?—A. General. Oh, I have seen some patches, but take it all through, though, Henry Grant and Henry Mack—

Q. Average up well?—A. Yes, sir.

Q. Have you had any transactions or interviews over at the agency about your land?—A. I had two years ago.

Q. When was that?—A. Two years ago, in June.

Q. What was said?—A. I understood there was going to be some trouble, and we went down, about five or six of us, and talked things over. I did say, "Mr. Captain, I understand there is some trouble among us, and the leases what we have don't stand on a good foundation." Well, Captain Beck says, "Here, I can't do anything at present, in the shape the thing is now, and whenever they get safe, why I will let you know." And he took the description of the ground and made his clerk to make a mark on what they took. "Whenever it will be settled I will let you know and notify you, and then you can come up here and make a new lease."

Q. Did he ever let you know?—A. Not a word.

Q. Did he ever notify you at all?—A. No, sir.

Q. Well, were you down to the agency about it afterwards?—A. I was there when our trouble commenced, about a couple of weeks ago, when our application was sent down there, and I went there. I just asked Mr. Beck I had heard that he had leased that ground out to somebody else, and I did ask him if it was a fact. "Yes," he said, "that was the fact."

Q. Well, did you have any other talk with him?—A. Well, then I spoke to Mr. Sloan about it, and I says, "Here, you explain who is the party what have a possession on my ground." Well, he says, "I have known that gentleman. He won't do any harm or trouble to you. As soon as you can get around and fix up the matter there won't be any trouble."

Q. That is what Sloan told you two weeks ago?—A. Yes, sir.

Q. Who did he say the man was?—A. Holmquist.

Q. Do you know who Holmquist is?—A. Yes, sir.

Q. Who is he?—A. He is living at Oakland, Burt County.

Q. What is his business?—A. The lumber business and grain business. He is a great business man.

Q. He isn't a farmer?—A. No, sir.

Q. He would not lease land out here on the reservation to come and farm it, would he?—A. No, no; he is too good for that.

Q. Well, now, so far as you know or have heard, are any of these men who claim to have leased through Captain Beck the lands that are now in possession of these settlers—are they actual, bona fide farmers, as far as you have heard?—A. I don't understand. Explain that.

Q. You have heard about different men having leased?—A. Oh, yes; yes, sir.

Q. Well, now, any of those men that you have heard have leased through Captain Beck these lands that these men are on, as far as you know the names of any of them and who they are, do you know of any farmers among them?—A. Why, I have heard that there is one that lives away up on the Missouri River; he is a farmer, but the rest of them is speculators.

By Mr. ANDREWS:

Q. McTigert, do you mean?—A. Yes.

By Mr. THURSTON:

Q. The rest of them, as far as you know, are speculators, or men who are evidently leasing this land for some other purpose than that of going on it and living on it?—A. Trying to make money out of it.

Q. Now, did anybody ever come out to your place and claim to have a right to take it from you?—A. Not yet.

Q. That man hasn't shown up your way yet?—A. No.

Q. Well, has anybody gone there offering to put in seed this spring, or plow it up or farm it?—A. No; no, sir. I done that myself.

Q. Then, as far as you can see, if you had not put your crops in there would not have been any crops on the land?—A. No, sir; excepting when the United States marshal was out there with notice, and then I want to know once or twice if I shall let the ground alone or not. He said, "You go ahead and put your crop in. Don't you be afraid but what you will harvest your crop."

Q. That is, the deputy United States marshal served notice?—A. Served a notice.

Q. About what time of year was that?—A. It was in April when we was putting in some small grain. I don't remember the day.

Q. No, but that is about the time?—A. Yes. We were starting in the seeding of the crops.

Q. Did you see Major McLaughlin, the Indian inspector, when he was up here recently?—A. Yes, sir.

Q. Did you know Oscar Bring?—A. Yes, sir.

Q. (Continuing.) One of the settlers who made an affidavit before Major McLaughlin?—A. Yes, sir.

Q. Were you present when that affidavit was made?—A. Yes, sir.

Q. Did you hear Mr. Bring state what he wanted to swear to?—A. Yes, sir.

Q. Did you hear the affidavit read over?—A. The inspector wrote it. When he had it made, why he read it over.

Q. He read it over to him?—A. Yes, sir.

Q. And then Bring—A. Right there before five or six men.

Q. And then Bring, you say, signed it and swore to it?—A. Yes, sir.

Q. And so it was all right?—A. Yes, sir.

Q. Well, now, as you recollect it, what did that say as to any transaction of his with Mr. Sloan?—A. Well, some different talk about it. When Bring come in, to Mr. Beck he said that "I want to lease of you, but I don't know how. I get some kind of understanding that somebody get ahead of me, but can you help me out, and I will give you so much for it?" Well, there was Mr. Bring and Hanson and with a man of mine, that they should went to Captain Beck; don't mean anything by it or think. He said, "I will give you \$150."

Q. Who said that?—A. Mr. Bring and Hanson; offered Mr. Beck \$150. Mr. Bring at the same time said that was so small amount that he was ashamed offering so little. And Mr. Beck he went right back to his office and called out Mr. Sloan and took about ten minutes or so for it, and then Mr. Sloan come out again, and Mr. Beck told Mr. Sloan to make out the leases, that everything was all right, but at the same time come right straight out. At the same time Mr. Bring said, "I ain't got nothing more than about \$10 cash, I will give you a note for the rest so short a time as you want." Well, that's all right. Mr. Beck ordered Mr. Sloan to make out the leases and everything was all right, and there was no—and everything was quiet and still till the inspector come around, and then Mr. Bring—we had a meeting at Anderson's before, the evening before, when the inspector was in Nebraska, and then Mr. Bring told me that he wants to see the inspector himself, and he want to explain how it comes; that "I was a poor man, that if I couldn't talk, why, he would talk for me," and so forth. Well, Mr. Bring told me then that when the inspector comes around to his place he will talk it over to him.

Well, about 9 o'clock or half past 9 o'clock I went over to Mr. Bring's house, and then the inspector and Jenuwein was in there, and I went to Mr. Anderson's and made my trip and got some flour and come back, and when I get back, why then the inspector was there. Well, what Mr. Bring said then, he says, "Say, what I want to find out by the inspector if there was rules and regulations in the Department of the Interior, that all the officers, as Captain Beck, monkeying around and taking money of the settlers here so much each, and then they pay the leases besides. That's what I want to find out by the inspector." That's what Mr. Bring told me; but when he was talking that reason over with the inspector why then he called us out. When that was over, when the inspector was making out the affidavits, why then he let us in there and stay in the room. When everything was made, why then he read the papers and Mr. Bring swore to it. There was Frank Johnson and Jenuwein and Anderson and I, and that's all there was there. But we didn't say a word. Of course we wasn't to say one word, but it happens after that, the way that comes up, that the note of Oscar—Mr. Beck, or I don't know who passed that note over to the bank here, and when Mr. Bring come around, and the cashier here told Mr. Bring that the note is here in the bank for collection or to get the money, well, then, Mr. Bring explained to the cashier

how the case was, that there was a good many of the rest of the settlers that done the same thing; and that gets out public to know, and it went in the Omaha Bee. And then I say when it's published in the Bee, why then I can talk it too. That's the end of it.

FRED JENUWEIN.

By Mr. THURSTON:

Q. Where do you live?—A. On the Winnebago Reservation, Thurston County, Nebraska.

Q. When did you go on there?—A. In the spring of 1891.

Q. Under what circumstances?—A. Under a lease from the Flournoy Company.

Q. For how much land?—A. My partner and I had a half section, 320 acres, leased; two different leases drawn together jointly.

Q. What was the condition of that land at that time?—A. Prairie.

Q. How much have you put under cultivation?—A. There is now 270 acres.

Q. What is the crop on it this year?—A. Corn and oats and flax.

Q. What is the value of that crop, in your judgment, if you are permitted to harvest it and take it away?—A. I would say \$7 an acre.

Q. What improvements have you on the place?—A. I have a house, barn, sheds, granaries, cribs, and altogether I would say \$400 or \$500 of fences.

Q. How old are you?—A. Twenty-nine.

Q. Where were you born?—A. Illinois.

Q. How long have you been in Nebraska?—A. This is my fourth year.

Q. What has been your business since you were old enough to look out for yourself?—A. Farming.

Q. Have you a family?—A. No, sir.

Q. Have you any considerable property outside of what you have out on your place on the reservation?—A. No, sir; not any.

Q. You are dependent on your crop, then, for your winter support and your start another year?—A. Yes, sir.

Q. Have you been a peaceful and law-abiding and industrious citizen since you have been of age?—A. Yes, sir; I think so.

Q. And how have you been on the reservation? Have you been quiet, peaceable, law-abiding, industrious, a good farmer?—A. Yes, sir.

Q. Have you ever stirred up any riots or trouble on the reservation?—A. Unless you would consider this present case as such I haven't. I suppose I have had considerable to do with this.

Q. Yes; but I mean any prejudice or any difficulties outside of this one matter of the right of your possession?—A. No, sir.

Q. Are you personally acquainted with the lessees of the Flournoy Company who are in danger or under threat of eviction from the places where they reside?—A. I would be safe in saying that I know very nearly all of them personally, with very few exceptions.

Q. What proportion of them are married men with families living on the lands they cultivate?—A. It would be my judgment that there are half.

Q. What would you say as to their character as peaceable, law-abiding, industrious men and citizens?—A. I would say that they compare favorably with any section of country.

Q. Are they all really genuine farmers who are trying to make a living out of the places they are on?—A. Yes, sir.

Q. Any speculators among them?—A. No, sir.

Q. You stated the other evening before this delegation, at a time when these proceedings were not reported, that the settlers on that reservation who were in danger or under threat of eviction had organized; had perfected an organization to look out for their interests and take whatever legal steps they could to protect themselves in their possession and secure their growing crops. That was about what you said?—A. Yes, sir.

Q. Now how many genuine, bona fide resident settlers and farmers on that reservation are members of that organization of yours?—A. Well, now as to that question, our organization has somewhat divided. Some of the men who first signed our article of agreement have dropped out of our organization since.

Q. Do you know for what reason?—A. Some of them have, since we have started this, obtained leases through the captain, which they could not do before, and for that reason have dropped out; others again have changed their minds perhaps for some other reason, but I could not say as to that.

Q. About how many members in all of that organization have you now who are cooperating together in this matter?—A. There was something over 60; that is, the names that we men have.

Q. What position did you hold with that organization?—A. I have acted as secretary.

Q. Have you been engaged or have you taken the necessary steps to inform yourself as to the general status and situation of the different members of your organization with respect to their possession, the growing crops, and their attempts through the agency to secure leases?—A. Yes, sir; I have been over the reservation a number of times since we started, and I have talked with almost every man, of course, and they have all told me their story, or very near all of them; but to relate each particular case, of course I could not do.

Q. This delegation sitting here has heard a great many witnesses and statements of bona fide settlers, whose stories and situation seem to be substantially alike, and it hardly seems necessary, so far as our judgment goes, to call all of these settlers. I would like to ask you at this time whether the general situation and history on the reservation, the condition of the different individuals, and the results of their attempts to negotiate through the agency of all these members of your organization, are substantially the same as these stories that have been told by the witnesses who have been examined?—A. That means that have not testified here?

Q. Yes.—A. Yes, sir; materially the same thing.

Q. You have heard all of this testimony, have you, that has been taken before us here to-day?—A. Yes, sir.

Q. And you are familiar with the cases and the stories and the situations of the other settlers members of your organization?—A. Yes, sir.

Q. And you now have, as I judge, a very considerable part of your organization still here ready to go on individually and tell their stories?—A. Yes, sir; I have here a dozen names that have not testified yet, and I know there are some more of them that I can get. I haven't put down their names yet.

Q. Generally speaking, is it true, from your knowledge, that this whole body of settlers are poor men, so to speak, who are practically without other resources or properties except such as they have on their farms on the reservation?—A. Yes, sir; with very few exceptions.

Q. And that, with few exceptions, if they are deprived of their growing crops they will be practically thrown on the world without the means of subsistence for themselves and families the coming winter?—A. Yes, sir.

Q. Did you have any personal experience in the matter of the attempt to negotiate through the agency with respect to your land?—A. Yes, sir.

Q. When did that commence? Just state in your own way about what that was.—A. In September, 1893, my partner at that time and myself learned that the agent was going to lease the land, drove over, and he told us that he could not lease then, but as soon as he could he would notify us; and of course we heard the various rumors—

Q. About when was that?—A. That was in September, 1893.

Q. Were you ever notified afterwards that they were ready to lease, or that they could lease?—A. No, sir; not personally, any more than what Captain Beck says in those notices through the newspapers. After 1893—I have relatives over there across the river, and there is a ferry right straight east, and I often went back and forth to Iowa, passing right through the agency, and I nearly always stopped. I have a memorandum here in my pocket that I have been keeping for three years, and when I went back and forth to Iowa I put down the day; so I have the dates when I have been at the agency, and of course after 1893, through 1893 and 1894, when I stopped there, but there never was anything could be done. I was there January 4, 1895, and could do nothing. I then went to Illinois, and I had Joe Dailey, whose affidavit is made to that effect, to look after my land interests, and if I could lease he would notify me immediately and attend to it. Dailey was there January 12; again January 30.

Q. 1895?—A. 1895. I came home about that time, I think that same day, January 30, and Dailey brought me to Nebraska. February 2 we both stopped at the agency. I was there again at the agency February 15 and so on down up to the present time, and then over again last night.

Q. Well, what were the results of your visits?—A. The results were that they could not lease because they did not have blank leases, or that they were busy. Each time it was the same thing.

Q. Now, were you ever notified that your land had been leased to anyone else?—A. Yes, sir.

Q. At what time and by whom?—A. It was some time in February. I first learned it through—I think it was M. E. Bring told me first that John Ashford had written a letter to Mr. Cronk in Emerson offering to lease him my land, and Mr. Cronk came out to look up the land and saw that it was the land I am on, and as he is a friend of mine he told Mr. Ashford right away that he didn't want the land, and the letter was handed to M. E. Bring. I tried to get possession of the letter a few days ago, but I was too late, as it had just been destroyed. Mr. Bring, I think, is present here in the room; he was here, anyway. He is acquainted with those facts.

Q. Well, did anybody ever come out there, John Ashford or anybody else, and demand possession from you?—A. No; they did not demand possession.

Q. Nobody appeared there and asked you to deliver up to them as being the rightful claimant or lessee?—A. No, sir.

Q. Then, when you put your crop in, had nobody appeared to offer to farm the land?—A. No, sir.

Q. Nobody was objecting, as far as you know, to your putting your crop in?—A. No, sir.

Q. And is it a fact that if you had not put that crop in, your land would have lain vacant?—A. As far as I know, yes, sir.

Q. Has any attempt been made to evict you?—A. No, sir. I was at the agency after I learned Mr. Ashford had my land. I went to the agency and saw Mr. Ashford, and he said that he could not draw a lease or contract or anything then, but for me to go ahead and put in a crop and it would be all right, and we could fix it afterwards.

Q. Was that before you put your crop in?—A. Yes, sir.

The further hearing before the delegation is at this time discontinued until 7.30 o'clock p. m. on the same day, to wit, July 25, 1895.

At 7.30 p. m., on said evening, pursuant to announcement, all the members of said delegation hereinbefore named being present, this hearing is proceeded with as follows:

H. C. BROME.

Mr. BROME, I think, perhaps, in justice to myself and to the Flournoy Company and these settlers, I ought to say a word or two respecting the legal situation. I have been interested for the Flournoy Company as attorney from the time litigation respecting these lands began in October, 1893. The first evictions that occurred, occurred about the 20th of May this year. The first intimation that I had of the fact that any eviction had taken place was a telegram that I received one evening from Pender telling me that the Indian police had evicted one or two settlers upon the reservation; that the settlers had sworn out warrants in the State court here before a magistrate, charging the Indian police with trespass, or some offense at least against the State laws, and that the sheriff had gone over for the purpose of executing the warrants and arresting the policemen, and had been taken into custody by the policemen, and was then a prisoner at the Winnebago Agency.

I immediately prepared an application in the circuit court of the United States for a writ of habeas corpus, setting up what facts I had, and took train for Lincoln. The court was then in session at Lincoln and Judges Rhiner and Dundy were both there holding court. Just as I reached the train in the morning I received a telegram stating that the sheriff had been released, that he had returned home, and with a pair of deputies had arrested a couple of the Indian police for whom he had warrants, and that they were in custody here at Pender. Of course I could not apply for a writ of habeas corpus for the sheriff unless he was actually in custody and deprived of his liberty, but I went to Lincoln and I went to Mr. Sawyer, the United States district attorney, and I stated to him that I had advised my clients up here and I thought that the Indian agent in charge of the Omaha and Winnebago agencies had no police power; that he had no more right to exercise police power than the postmaster had at Pender, and that I denied, as a matter of law, that it was competent for any individual or for the Government to deprive a man who was in peaceable possession of any claim of right and title in this State by force; that the conflicting jurisdiction up here was likely to make trouble, and that I thought the Federal court for this district ought to settle it; and for that reason I proposed to him either that they take the sheriff into custody so that we could meet it without trouble, and I would apply for a writ of habeas corpus in the Federal court for him, or else that they apply for

a writ of habeas corpus for the two Indian policemen who were in custody here; that in that way we would be able to obtain a speedy decision of the court on the question. And I told him that I thought, in the interest of good government and to prevent any conflict or bloodshed or trouble up here, that we ought to have that question settled, and settled speedily.

He agreed with me—or seemed to—that something of that kind ought to be done, but said that he had as yet received no official notice of the trouble up here at all, but he was coming up here in a day or two, and that when he got up here he would determine what to do, and seemed to agree with me that we ought in the interest of good government and peace and harmony all around to find out as speedily as we could by a judicial judgment who was entitled to exercise judicial power up here. He came up here. No application was made, however, for a writ of habeas corpus for these policemen. The sheriff, when he had been taken into custody, had been taken before a justice of the peace there at the agency and had given his own recognizance to appear three or four days later for a preliminary hearing. I wrote the county attorney here, advising him to go over with the sheriff and permit the sheriff to be bound over; offer no defense. He was charged with resisting a United States officer, to wit, an Indian policeman, in the discharge of his duty. I advised the county attorney to permit him to be bound over and committed to jail; not to give a recognizance or do anything of that kind, in order that we might at once make application for a writ of habeas corpus and determine this question of jurisdiction.

I may say before proceeding further, however, with a history of what occurred, that I told Mr. Sawyer that I did not know any of these Flournoy tenants, but that Mr. Myers and Mr. Lemmon had said to me that if we could get a decision of a court—that if the Federal court for this district would determine that Captain Beck had the power to evict them by the aid of the police force, that it would not be necessary for the police to evict them at all, that they would all leave the reservation, and leave peaceably and without trouble, if under the law they were compelled to go; but that while the matter was in dispute there was liable to be trouble unless the matter was authoritatively determined by a court of competent jurisdiction. As a matter of fact, Mr. Breckenridge, the special United States attorney who has been acting for the Government in this matter, and the United States district attorney, Mr. Sawyer, were both present, as I am informed. I speak now from information. I was not present at the preliminary examination of Sheriff Mullin over here at the agency. But, be that as it may, the testimony was taken on the part of the Government upon the preliminary, and at its close Mr. Mullin or the county attorney announced that they did not wish to offer any defense.

The subject of a bond was spoken of, and Mr. Strong stated that Mr. Mullin would not give any bond and would not permit anybody to give a recognizance for him; that he did not desire to be released upon bail, but desired to go into custody in order that the question of jurisdiction might be speedily determined. But instead of fixing his bond and committing him to jail, they declined to take any further action. The district attorney left the place where the preliminary was being held, and the special United States attorney went away, leaving no one there but the justice and the sheriff and the sheriff's counsel, the county attorney. The sheriff inquired of the justice what he proposed to do with him, and he said he did not propose to do anything, and the sheriff came home. Now as a matter of fact there has been on the part of the

Flournoy Company and on the part of the settlers, so far as I know, an earnest desire to find out whether or not they might be lawfully evicted, or whether or not the State laws were in force and applied to the territory involved in this controversy, and I simply want to make that fact plain upon the record. And the reason that it has not been authoritatively determined is the fact that the Federal authorities have seemed to be averse to having that matter judicially settled and determined.

There has been no opportunity from the beginning of this litigation to the end of it, so far, for us to make a case in which that question could be determined, except the fact that in June Sheriff Mullin was indicted by the Federal grand jury for the same offense for which he had been held before. To that indictment a demurrer was filed on his part, but owing to the fact that the court was engaged in the trial of causes and afterwards met with an accident that has prevented him from transacting business, that demurrer has not been heard or determined. When disposed of it necessarily will settle at least a portion of the questions regarding the conflicting jurisdiction of the State and Federal authorities over this territory. Now, I call the attention of the members of the delegation to that fact, and I think it ought to go upon the record as tending to show that these people, the settlers and the Flournoy Company, have at all times been anxious to do whatever under the law they were required to and must do; that there has not been any desire or intention on their part to knowingly violate any law in doing whatever has been done. And I understand there has been nothing that has occurred on their part except to insist upon being entitled to remain in possession when some court, either Federal or State, had issued an injunction which was then in force restraining the agent from interfering.

As a matter of fact, there was an injunction in the Federal court from October 3, 1893, to some time in December, 1894, restraining any interference on the part of the agent; and as I understand the controversy that has arisen here in the last few days and what has occurred, a great number of citizens have been arrested recently charged with a violation of a Federal statute, and that controversy arose after the State court having jurisdiction over this district had issued and there had been served a temporary order of injunction restraining the Indian agent and the captains of police and several land speculators who were interested from interfering with the possession of these settlers of the land in controversy.

Mr. ALLEN. Do you know whether the command has been changed over here on the agency or not? That is, whether Captain Beck has temporarily gone out of charge of the agency, and it is in the hands of somebody else?

Mr. BROME. Why, I only know from hearsay; from information. I am advised that immediately after the temporary order of injunction was served an order was made by him appointing a doctor, whose name I do not know, over there temporarily, as acting agent in his absence, and the chiefs of police, Henry French and Ricehill, who were made defendants in this injunction case, were deposed, and some other person was named by him as chief of police, and that an order of eviction was issued by the acting agent, and undertaken to be executed by the new chief of police after the injunction had been served. I only know that from information, however.

Mr. ALLEN. What is the source of your information, if you are at liberty to disclose it?

Mr. BROME. Why, my recollection is that Mr. Myers gave me the information, and I think he got it—it was the same occurrence that

Mr. Pilgrim related this afternoon. They came over there for the purpose of evicting him, which is in the record, I think. Mr. Myers advised me that they had done that, and that Mr. Pilgrim refused to obey, and they did not use any force, but went back to the agency and have not been heard of since. That was my information.

Mr. ALLEN. That was under the administration of the doctor?

Mr. BROME. Yes, sir. I have no personal knowledge on that subject at all.

A. J. SAWYER.

Mr. ALLEN. Mr. Sawyer, do you want to make a statement in connection with this matter?

Mr. SAWYER. Why, I only heard a small portion of what Mr. Brome had to say, and I think he was alluding to the arrest of the sheriff.

Mr. STRODE. He had just commenced when you came into the door, Mr. Sawyer.

Mr. SAWYER. I do not know that I have anything special to add. The fact is that Mr. Mullin was arrested for interfering with Federal officers and resisting the police in their attempt to execute a judicial writ—or a legal writ. He was brought before a justice of the peace at the agency, Justice Londrosh, a trial had, and bound over. The trial ended, I should say, some time about 9 or 10 o'clock in the evening. And in relation to the amount of bond that was required, I said that \$100 would be sufficient, and left. And I think Mr. Breckinridge was along, and he and I proposed that at the time. I did not know but what it had been given until next morning, when I learned that he had gone away without giving any bond. The question then arose as to whether or not he should be rearrested or not to give a bond, and I counseled that it was unnecessary for the reason that Mr. Mullin was a man that would be here when wanted; his case could then be investigated before the grand jury and a trial had. Mr. Brome filed a demurrer, and we were ready at any and all times to hear the demurrer, but, as Mr. Brome stated, owing to the fact that Judge Dundy was engaged in other matters we did not have a hearing of it and it is still pending. In relation to the civil cases, when I came into office a case had been commenced by Mr. Brome on behalf of the Flournoy Company and four or five other gentlemen who had taken leases from the Indians, and it had been pending for some months. When was that case commenced, Mr. Brome?

Mr. BROME. The first case, the Flournoy case, was commenced on the 3d of October, 1893. The E. J. Smith and Hutchins cases, and Hull and Merry cases were not commenced until about January 1, 1894.

Mr. SAWYER. I was inducted into office on the 24th of April, I believe, and those were the first cases that were called to my attention by the Department. I immediately proceeded to have a speedy hearing of the cases, went to Judge Dundy and asked him if he could not have those injunction cases heard. The Judge told me that he was indisposed and he did not care to take them up. We were then instructed by the Department to apply to a circuit judge—some other circuit judge—to hear the cases. Application was made to Judge Sanborn to hear the case and dissolve the injunction; we proceeded as soon as the judge could hear it. The case was argued on that injunction, which had been granted without any notice whatever to the Indian agent and which was sweeping in its nature, which was broad enough to restrain him from even commencing any civil action in the nature of ejectment or forcible entry and detainer or any other action. Judge Sanborn listened to the argument and decided that the restraining

order was too broad, and modified it so as to restrain the Captain from proceeding by force to eject the parties until a hearing could be had upon the merits of the case. That was some time in the fall, I think, was it not? No, that was in the spring.

Mr. BROME. That was in May; on the 6th of May, 1894.

Mr. SAWYER. We returned, and as soon as we could get it up it was brought up before Judge Dundy, and he then sustained the injunction as modified. Is that not true?

Mr. BROME. Yes, sir.

Mr. SAWYER. Then immediately, without any delay, the record was made out and taken to the circuit court of appeals and a hearing had there as soon as possible, and the circuit court of appeals there decided that the leases were absolutely void.

Mr. THURSTON. Was there anything in that decision, Mr. Sawyer—I do not remember having read the decision—was there anything in that opinion upon the question as to whether or not the Indian police or the Indian agent had the power to evict these settlers by force?

Mr. SAWYER. No, I think not. That question was not raised at that time. It was not in the record.

Mr. ALLEN. Mr. Sawyer, I understand that the Government holds to the idea, as represented by yourself and Captain Beck, that he has the power to issue an order of eviction without any inquiry?

Mr. SAWYER. Yes, sir.

Mr. ALLEN. And that those resisting such process as that are guilty of the resistance contemplated by the Federal statute?

Mr. SAWYER. Why, that is the holding of the Department and of the Attorney-General of the United States.

Mr. ALLEN. Is it your judgment that a Federal administrative officer, either State or Federal, has the power to issue an order of that kind, or can be invested with the power, under our form of government, to issue an order of that kind?

Mr. SAWYER. The Executive Department has authority, as I think, to issue such an order to these agents. A section of the statute provides that when any person shall be unlawfully in Indian country he may be ejected or evicted by force, and the President may order out a force for that purpose.

Mr. ALLEN. Yes; but doesn't that contemplate a case where there is a reservation purely of an Indian character, and where Indians reside who sustain a tribal relation, and not to a case where the Indians have by act of Congress been declared citizens of the United States.

Mr. SAWYER. Well, that being a mooted question, in the last dispatch that I sent to the Attorney-General I stated to him that the contention was that this was not Indian country, and after calling his attention to that point, I then said "Shall these parties be arrested notwithstanding?" His reply was to proceed with the arrests; so I take it that they have given that matter consideration. That was the question, and is the question, of course, and I did not care to proceed without authority from the Attorney-General upon that point. Now as to these civil matters—

Mr. THURSTON. Just one moment, Mr. Sawyer. I would like to ask you a question. You have had cases brought and parties arrested before justices of the peace?

Mr. SAWYER. Yes, sir.

Mr. THURSTON. Elected under the laws of the State of Nebraska for precincts existing entirely within the Indian reservation in this county?

Mr. SAWYER. Yes, sir.

Mr. THURSTON. That is true, is it not?

Mr. SAWYER. That is true.

Mr. THURSTON. And in recognizing the validity of their election in precincts created in that reservation, have you not recognized, as an officer of the Government, the fact that that can not be Indian country?

Mr. SAWYER. Not at all. Any magistrate of this State is authorized by the Federal statute to act in the capacity of a commissioner. I could have brought those parties—

Mr. THURSTON. I understand that perfectly. That is not my point at all. You recognized the legality of the office of justice of the peace under the State laws of Nebraska in a precinct within that reservation?

Mr. SAWYER. Yes, sir.

Mr. THURSTON. And in recognizing that office in that precinct you necessarily recognize the jurisdiction of the State of Nebraska over that precinct, and in doing that do you not necessarily recognize the fact that it can not be Indian country under the statutes of the United States?

Mr. SAWYER. No, I think not. While I recognize the fact that the State has certain jurisdiction over the territory, yet I do not think that such jurisdiction removes the agency from without the jurisdiction also of the United States. I think that it has a concurrent jurisdiction over that territory.

Mr. THURSTON. Then, you, Mr. Sawyer, insist, as a law officer of this Government, that those citizens of the State of Nebraska, residing in that same precinct, and whose votes in that precinct helped elect that justice whose jurisdiction you recognize are trespassers in Indian country, living there and voting there under the laws of the State of Nebraska?

Mr. SAWYER. That these white people?

Mr. THURSTON. Yes, sir. Their votes cast in those precincts helped to elect a justice whose jurisdiction you recognize.

Mr. SAWYER. The fact that they cast votes there would not make them legal occupants of the land there.

Mr. THURSTON. No, the question of legal occupancy of the land is one thing, the question of being trespassers in Indian country is clearly another. "In Indian country" is the language of the statute.

Mr. SAWYER. I am of the opinion that a man that is on that Indian country without being permitted there by the Indian agent is a trespasser.

Mr. THURSTON. Then a citizen of the State of Nebraska must have the consent of the Indian agent to be there and vote there, must he?

Mr. SAWYER. To be an occupant of that country?

Mr. THURSTON. Yes, sir.

Mr. SAWYER. Yes, sir; that would be my judgment.

Mr. ALLEN. Mr. Sawyer, let me ask you a question. These reservations are all within and a part of the territory of Thurston County, Nebr.; they are organized into school districts and precincts; two of the commissioners of this county, I am informed, come from precincts entirely within the reservation; I do not know but they are organized into road districts; they elect magistrates and such other officers, who are recognized as completely as in any other county in the State. Now, when the Government of the United States permits that, recognizes that, declares every occupant of that territory to be a citizen of the United States and that he shall exercise his right of franchise by voting, and declares that the Indians who hold their lands in severalty are citizens of the United States as much as you and I are by birth,

doesn't the Government of the United States by that so recognize the complete dominion of the State in that territory as to preclude it from exercising any jurisdiction over these lands other than that jurisdiction to be acquired through judicial process?

Mr. SAWYER. Well, that has not been the holding of the Commissioner of Indian Affairs nor of the Attorney-General of the United States, and I think it is not the policy of the Government to recognize the white people as proper occupants of the Indian reservations, and I think that the policy is a very proper one, to exclude from the Indian reservation all people except those that are there under the rules and regulations of the Department, and who are there as trespassers, and I think that it is the only way of preserving the rights of the Indians intact and securing to them their rights and immunities.

Mr. ALLEN. Supposing you went upon that territory now to occupy a quarter-section of land in good faith, under color of title, a title which might be void as a matter of fact, but a color of title and under a claim of right, would you conclude that Captain Beck, as the agent of those Indians there, an administrative officer pure and simple, could evict you, entirely regardless of the course of the State?

Mr. SAWYER. I think he ought to. I think that if a person can go upon an Indian reservation under a claim of right and secure an occupancy of land there, that it simply subverts all of the acts of control of the agent over that country, because then when he once gets a foothold he can keep it. That is the reason why it has been the policy of the Government to take summary action in such cases as that. They set apart these Indian reservations for the express purpose and use of these Indians, and if every white man that sees fit to enter upon and take possession under some claim of right can do so, and then stand litigation, why it will simply subvert the operations of the Indian Department.

Mr. THURSTON. Mr. Sawyer, this is not a question of policy we are considering here, or what is advantageous or disadvantageous for the Indians. It may have been an exceedingly bad policy for the Government of the United States to allot lands in severalty to these Indians and permit them to sever their tribal relations and become citizens of the United States, but having done that, and they being citizens of the United States, can it be said as a matter of law that the fact that they once lived in Indian country, that their country was Indian country while they were not citizens and while they were under guardianship, makes it Indian country no matter how long they may have been citizens of the United States?

Mr. SAWYER. Well, the very fact that the Government reserves by the act which made them citizens the right of supervision over the Indians and over their lands, and held the legal title in the government, it would seem to me, would indicate very strongly that while they conferred upon them the rights of citizenship yet they held them at the same time as wards of the nation, as they had previously.

Mr. THURSTON. Well, they undoubtedly held a certain character of trusteeship with respect to their lands, as any grantor by a fee title subject to condition or under trust conditions might do; but don't you think it is at least an anomaly that the country in which the Government of the United States has created a new citizen, and the country over which the State of Nebraska has extended its jurisdiction for all State and county purposes, judicial, taxation, school purposes—in which it has built schoolhouses for carrying on schools, in which it is expending county money for road purposes and bridge purposes, in which elections

are duly held, in which town and precinct officers are elected and qualify and serve—don't you think it is a curious condition of affairs if that can yet be claimed as Indian country in the meaning of the statutes of the United States as distinguishing that territory over which the State has had jurisdiction and in which citizens live?

Mr. SAWYER. I can not say that I think it is a very strange condition. I think it is a very proper condition. I think that the only way in which these Indians' rights can be preserved is by regarding it as Indian country, and throwing around them those safeguards that could not be thrown around them if it were to be said that it is not Indian country and wholly within the jurisdiction of the State. The Government recognized the fact that it is Indian territory and that these are wards of the nation by granting to them their annuities, by appointing Indian agents, giving them control over their property and regulating their affairs; and, while they have conferred upon them the rights of citizens, and that confers upon them the right of the elective franchise, yet at the same time they have reserved certain rights which they must reserve in the nature of things, in order to preserve their rights; and it may be said that this same anomalous—in fact the condition and status and condition of the Indians has always been an anomalous one. As Chief Justice Marshall said in an early case, the position that the Indian occupied in this country was an anomalous one, different from that of any other nation that was known of. And, so far as the heads of the departments are concerned, they take that position, and it seems to me that such a position will best serve the interests of the citizens. All citizens do not possess all of the rights of citizens. Some who are citizens may be held in guardianship, or guardianship appointed for them.

Mr. ALLEN. Are there degrees of citizenship in this country?

Mr. SAWYER. I think so.

Mr. ALLEN. Do you think that there can be such a thing as a half citizen, or qualified citizen?

Mr. SAWYER. I think so. I think that citizenship—as, for instance, with the Indian. While he is a citizen, yet he does not possess all of the rights, immunities, and privileges of a citizen. He can not make a lease, he can not alienate his land, but a full-fledged citizen, under the ordinary acceptation of the term, has a right to dispose of his property as he sees fit.

Mr. THURSTON. Mr. Sawyer, you do not mean to say that if I go to an Indian over here who is a citizen and deed him a piece of my land in fee simple, or give him \$1,000, that he can not do with it as he pleases?

Mr. SAWYER. I do not know that I would say that, but I say that with the land that he gets from the Government that that is not the case.

Mr. THURSTON. That, then, is a question not depending upon the right of the Indian to contract generally, but dependent upon the condition under which his land is conveyed to him, the same as any individual can convey to me land upon any condition, and the land coming to me on that condition, conditions can be enforced by the grantors. I confess that I have not examined the question far enough to commit myself on the question of jurisdiction, or the right of this Government to use force without form of law in dealing with citizens in this county, but I have the gravest doubts as to whether there is any possible right in any officer of the United States, without process of law and an opportunity for judicial protection of rights, to take the body or restrain the liberty of any citizen of the United States in Thurston County.

Mr. ALLEN. I suppose you would not doubt, Mr. Sawyer, at all, that the issuance of such an order as Captain Beck has issued, without any particular inquiry whatever for the eviction of these parties, is exceptional, highly exceptional, and altogether at variance with the general spirit of our institutions, both State and National?

Mr. SAWYER. No; I will not say that it is exceptional when applied to the Indian country, for it is a rule which has always been followed, as I understand it. It would be exceptional if applied outside of an Indian reservation, of course.

Mr. ALLEN. Well, it would be exceptional as applied to a community where the inhabitants were citizens of the United States and of the State?

Mr. SAWYER. Yes, sir.

Mr. MEIKLEJOHN. Mr. Sawyer, I would like to ask you if the case of the Flournoy Company against Capt. W. H. Beck, Indian agent, contesting the validity of that lease, is now pending on appeal from the circuit court of appeals in the Supreme Court of the United States and undetermined?

Mr. SAWYER. It is.

Mr. THURSTON. Do you know whether or not that case has been advanced on the docket for argument in October?

Mr. SAWYER. I think it has.

Mr. THURSTON. So that all parties can safely look for a final decision of that case within a reasonably short time?

Mr. SAWYER. I would suppose so. Now, I was going to touch upon the legal—the civil cases that followed that case. Perhaps it may be well for me to state that it has been the policy of the Department to proceed in the courts to have these matters adjusted, and we got a determination of the case which was brought by the land company and the other lessees as soon as it was possible. We then brought another action along in March, I think, of this year, against the settlers, to restrain them from cultivating the lands and from making any further leases, but we have not been able yet to get a determination of that case. It still stands upon demurrer, but we hope by the 12th of August to have that case decided. It will be heard at St. Paul between now and the 12th of August, we have been assured. Either Judge Thayer or Judge Sanborn will hear that case on the demurrer.

Mr. ANDREWS. As these cases are likely to be determined at an early day in court, would there be any serious objection to deferring all force and matters of eviction and things of that kind until the determination of cases of this kind in court?

Mr. SAWYER. Why, I do not think that very serious results would follow; that is, if we could get a determination. But, as I have said before, we started two or three years ago, and we do not seem to be very much nearer there now than we were then; that is, so far as this crop is concerned, this year's crop.

Mr. THURSTON. And it is a sad lot of cases in the most civilized communities in the nation, isn't it, Mr. Sawyer?

Mr. SAWYER. Yes, that is one of the sad conditions.

Mr. THURSTON. I presume the law that makes it our profession may make us somewhat responsible for it.

Mr. SAWYER. Delay oftentimes accomplishes all that the litigation could accomplish, and in this case I think it has quite fully accomplished the result desired.

Mr. MEIKLEJOHN. Mr. Sawyer, is it not a fact that the cases of F. B. Hutchins against Capt. W. H. Beck, Indian agent, and E. J. Smith

against the same party, were compromised and they were allowed to lease their lands from the Indian agent for a period of three years?

Mr. SAWYER. I could not say for how long a time, but I know that a number of those parties plaintiff in the original suits, when the cases were coming on to be heard at Lincoln last spring, came in and made propositions to the Captain either after or before, I would not say which, after the cases were heard, to lease; and yet I do not know that there was any compromise made; I had no talk with them whatever, but they simply dismissed their cases. I believe they telegraphed to Mr. Brome to dismiss their cases, and then afterwards I understand that they did fix up with Mr. Beck, the Indian agent, and made leases with him; and I understand, also, that a number who joined in this recent injunction against the captain stated that they did so under misrepresentations, and that they are also anxious to be dismissed out of that case.

Mr. MEIKLEJOHN. Mr. Sawyer, it is a fact that two of the Indian police of Capt. W. H. Beck were arrested and served a sentence; I believe served their sentence in this county?

Mr. SAWYER. I have heard that that was true.

Mr. MEIKLEJOHN. Is it not a fact that a proceeding in habeas corpus in that matter would have tested the question of jurisdiction?

Mr. SAWYER. It might have tested it, but before I got around to ask for a writ of habeas corpus they had served their time out. It was a short sentence.

Mr. ALLEN. That was another instance of the delay accomplishing the object.

Mr. SAWYER. Well, it was a short sentence.

Mr. ALLEN. Mr. Sloan, do you desire to make any statement? Is Mr. Sloan in the room? If Mr. Sloan is present, and desires to make any statement, we will hear him; otherwise we will hear Mr. Jennewein.

FRED JENNEW EIN.

By Mr. THURSTON:

Q. Mr. Reporter, will you turn to the list of names given by Captain Beck last evening of the persons to whom leases had been made for the lands on the Winnebago Reservation, and, having come to those names, read me the first one and the acreage. (Addressing Mr. Jennewein:) Do you know who John B. Porter is? "John B. Porter, 500 acres." Do you know him?

Mr. JENNEW EIN. Yes, sir.

Q. Who is he, and where does he live?—A. He lives something like 2½ or 3 miles west of Emerson. He is a farmer there.

Q. Has he a farm of his own?—A. He is a leaser of lands on the reservation.

Q. Is that on land that he has recently leased?—A. He has been on the land for—I think this is his fourth year, his third or fourth year; something like that.

Q. Then he is not a new lessee?—A. No, sir.

Q. He is one of the old lessees who has been given the privilege of re-leasing?—A. Yes, sir. I think he has had Flournoy land and he has got a re-lease. I would not say positive that his is Flournoy land.

Q. Then he is not one of the character of new lessees that I desire to ask about. Read me the next name, Mr. Reporter, and the acreage. "S. M. Wheeler, 300 acres." Do you know Mr. Wheeler, Mr. Jennewein?—A. Yes, sir.

Q. Was he a former lessee?—A. Yes, sir; under the Flournoy Company, I believe.

Q. Then he is a Flournoy lessee who has been permitted to re-lease?—
A. Yes, sir. This man Wheeler is the man that has leased from under this man Burg that 80.

Q. "U. S. Fruscott, 400 acres." Do you know him?—A. I have met Mr. Fruscott, but I am not personally acquainted with him.

Q. Was he also a lessee under the Flournoy Company lease?—A. I think so. He is a son in-law of Mr. Porter.

Q. "Herman Enke, 150 acres." Do you know that man?—A. Yes, sir.

Q. Is he also a lessee under the Flournoy Company?—A. Yes, sir; he is a lessee of reservation lands. I do not know what lands they were before he got them, but he doesn't live on the reservation. He lives across the line. I think his land is all pasture land.

Q. "Henry Sweigert, 200 acres." Do you know him?—A. Yes, sir.

Q. Is he also an old lessee?—A. Yes, sir.

Q. "John Bresnan, 400 acres." Do you know him?—A. Yes, sir.

Q. Is he an old lessee?—A. Yes, sir.

Q. "M. E. Brijke, 200 acres."—A. Yes, sir; I know M. E. Brinke.

Q. Is he an old lessee?—A. He is an old lessee, but his first land was not Flournoy land he leased. If you wish, I will tell you who he leased from.

Q. I am trying to run down the list and get the names of the new lessees to whom the land is not re-leased. "Patrick Jordan, 80 acres." Do you know Patrick Jordan?—A. Yes, sir.

Q. Is he an old lessee?—A. I could not say how long Mr. Jordan had reservation lands leased. I know of some lands that he has claimed to have leased, and other parties claimed to have them leased; but who has the leases I could not say. He lives off of the reservation; is not a resident of the reservation.

Q. What is his business, a farmer?—A. Yes, sir.

Q. "F. M. Monroe, 160 acres." Do you know Monroe?—A. I don't know Monroe at all.

Q. You do not know him at all?—A. No.

Q. "Nels Talstrup, 400 acres." Do you know him?—A. I have seen the man. I am not acquainted with him.

Q. Is he an old lessee?—A. I could not say.

Q. Where does he live; on the reservation?—A. Yes, sir; on the west side of the tract.

Q. Is he living on the Flournoy tract?—A. I could not say.

Q. Been living there some time?—A. I think so; I haven't heard. I don't know the man, but I have heard the name several times.

Q. "Chris. Ansbacher, 160 acres." Do you know him?—A. Yes, sir.

Q. Is he an old lessee?—A. Yes, sir.

Q. "Gotfried Fuscher, 280 acres." Do you know him?—A. Yes, sir.

Q. Is he an old lessee?—A. Yes, sir.

Q. "Edward E. Feney, 280 acres." Do you know him?—A. Yes, sir.

Q. Is he an old lessee?—A. Yes, sir; he has had his land for some time—for two years, that is, anyway.

Q. He hasn't sublet any land or taken any lands, as far as you know, from other parties?—A. Do you mean to say taken possession?

Q. No; but I mean leased any, as far as you know?—A. I have been told that he had some parties' land; yes, sir—that is, one party's land. I would say Mr. Feney is present to-night.

Q. "James W. Holmquist, 500 acres."—A. I don't know Mr. Holmquist.

Q. Have you ever heard of him on the reservation?—A. Yes, sir; I have heard of him quite a good deal as one of those middlemen.

Q. Do you know where he lives?—A. I don't know anything more than what I have heard—that he lives at Bancroft or Pender here, one—here in Pender, I believe, though.

Q. From what you have heard in the community, do you know what his business is?—A. A lumber and grain man.

Q. As far as you know, he is not a farmer?—A. Yes, sir; so far as I know he is not a farmer.

Q. And you understand that he has leased some of the lands that are now in the possession of these parties they are seeking to evict?—A. Yes, sir.

Q. "Harrison Bare, 500 acres."—A. I don't know Mr. Bare. I know where he lives.

Q. Where does he live?—A. He lives in the southeast part of the reservation.

Q. Is he an old lessee?—A. I would not say positive, I think a new one, though.

Q. "John Bare, 400 acres."—A. The same circumstances as the other man.

Q. You do not know him personally?—A. No, I don't know him.

Q. "Henry Langmack, 200 acres."—A. I know Mr. Langmack.

Q. Is he an old lessee?—A. Yes, for something like two years.

Q. Was he one of the Flournoy lessees?—A. I think so. I would not be positive as to that.

Q. "Henry Gottsch, 320 acres."—A. I know Mr. Gottsch.

Q. Is he one of the old lessees?—A. I could not say.

Q. Been on the reservation some time?—A. Yes, sir.

Q. As far as you know does his leasehold interest cover any of the lands that were in possession of the settlers?—A. How did you state that?

Q. What I mean is, as far as you know, does his leased lands—are they any of those that are in question held by other parties?—A. I think they are. I think they are; yes, sir.

Q. "Charles Lungrall, 400 acres." Do you know him?—A. I don't know him. I don't know the name at all.

Q. "Charles E. Curtiss, 80 acres." Do you know Curtiss?—A. Yes, sir.

Q. Was he one of the old settlers?—A. Yes, sir. He is here to night.

Q. That 80 is supposedly a re-lease?—A. I think so.

Q. "T. E. Leeper, 500 acres."—A. I know Mr. Leeper.

Q. What is he, an old lessee?—A. Yes, sir.

Q. Of the Flournoy Company?—A. He has some Flournoy land and other land; has been leasing lands lately.

Q. Does he live on the reservation?—A. No, sir.

Q. Lives where?—A. In Pender, here.

Q. What is his business?—A. Well, Mr. Leeper hires some of this land farmed.

Q. And what is his business here, in Pender?—A. As far as I know he has no business here, in Pender.

Q. As far as you know, has he ever farmed, himself?—A. Yes, sir; he lived on some land near Flournoy; farmed it there himself.

Q. Up to what time?—A. He farmed there two years ago. This year, I believe, he wasn't; he didn't live down there last year nor this year.

Q. Since that he has been living here in the city?—A. Yes, sir.

Q. And as far as you know he sublets or hires men to work this leased land?—A. I think he sublets some and has hired some. I know that that is the case.

Q. Do you know whether any of his rentals cover lands now held in the possession of any of the settlers there?—A. I am told that he has leased some lands now in the possession of some of the settlers; yes, sir; that is, he has leased them recently.

Q. "C. J. O'Conner, 600 acres." Do you know who Mr. O'Conner is?—A. Only what I am told.

Q. Well, what do you understand?—A. That he is a banker at Homer.

Q. Not a farmer at all?—A. No, sir.

Q. And do you understand that his leasehold interests are of lands held by settlers?—A. Yes, sir; but in most cases the settlers hold the lands under him. They are farming the lands under leases from Mr. O'Conner.

Q. "Charles McKnight, 640 acres." Do you know who Mr. McKnight is?—A. The same as Mr. O'Conner, I understand he is—

Q. Well, who do you understand that he is?—A. That he is a brother-in-law of John Beck, the agent's son.

Q. Do you know what his business is?—A. No, sir.

Q. Do you know where his place of residence is supposed to be?—A. No, sir.

Q. You understood that he was recently from Lincoln, Nebr.?—A. I think I heard that statement at the agency last night for the first time.

Q. And, as was stated last night, is living around the agency without any particular visible business, you understand?—A. Yes, sir.

Q. "Charles Bannon, 160 acres."—A. I don't know Bannon. I think the name should be Thomas Bannon.

Q. Thomas Bannon. Is he an old lessee?—A. Yes; some of the Bannons have had lands for some time under the Flournoy Company or some other company.

Q. "Kelly & Loomis, 160 acres."—A. I don't know them at all.

Q. You don't know them at all? "William H. Merry, 200 acres." Do you know Merry?—A. Yes, sir; I am slightly acquainted with Merry.

Q. Is he an old lessee?—A. Yes, sir; he has been on the reservation for the past three years.

Q. "H. P. Knight, 700 acres." Do you know who H. P. Knight is?—A. No.

Q. Have you understood?—A. No; not Knight. I don't know as I ever heard that name before. I supposed last night that that was McKnight, but McKnight's name has appeared before that.

Q. "James McHenry, 1,200 acres." Do you know who James McHenry is?—A. Yes, sir.

Q. Who is he?—A. He is a farmer living east of Emerson on land.

Q. On the reservation?—A. No, sir; he lives across off of the reservation.

Q. Has a farm of his own outside?—A. Yes, sir.

Q. And farming on his own land?—A. Yes, sir.

Q. Do you know whether any of his 1,200 acres covers lands now in the possession of any of these settlers?—A. No; I don't know whether it does or not.

Q. "R. M. Stone, 1,000 acres." Do you know Stone?—A. No, sir.

Q. Heard of him? Can you give us any clue to who he is or where he is?—A. No, sir; nothing more than what was said last night. I think it was said last night he was a Sioux City man. That is the best of my recollection of that name from last night.

Q. A banker, I believe, was stated last night?—A. I think it was.

Q. "W. F. Wiley, 500 acres." Do you know Wiley?—A. Yes, sir.

- Q. Who is he?—A. He is a man that lives in Iowa; Castana, Iowa.
- Q. What is his business?—A. He is a stockholder in a bank there, and is one of the land company there. As far as I know that is all of his business; a banker and a land company at Castana, Iowa.
- Q. Not a farmer?—A. He owns some farms there.
- Q. What does he do; do you know whether he lives in the city?—A. He lives in town.
- Q. Do you understand that he has rented lands that were held by these settlers?—A. The settlers that were on the Wiley land have not been connected with this movement at all, nor, so far as I know, have they been disturbed.
- Q. "M. B. Childs, 500 acres." Do you know Childs?—A. No, sir.
- Q. Have you heard of him; can you give us any idea of where he is?—A. No, sir.
- Q. "Oscar Bring, 300 acres."—A. I know Bring.
- Q. Were you present when this man Oscar Bring made an affidavit before Major McLaughlin as special agent of the Department?—A. Yes, sir.
- Q. How many of you were present when that affidavit of Oscar Bring was made?—A. There were five besides Oscar Bring and the inspector.
- Q. Did you hear him make his statement to Major McLaughlin?—A. Yes, sir.
- Q. And who put it in the form of an affidavit?—A. Major McLaughlin.
- Q. Was it read over to Mr. Bring?—A. Yes, sir.
- Q. Did it correspond with his statements to Major McLaughlin?—A. Yes, sir.
- Q. Did he sign it and swear to it in your presence?—A. Yes, sir.
- Q. Now, state what that story of Mr. Bring's was, as given to that inspector and embodied in that affidavit to which he swore.—A. I will give it as near as I can. Mr. Bring testified in his affidavit that after having made several trips to the agency, he was satisfied that he could not get his land nor could not hold his land.
- Q. He was one of the lessees under the Flournoy Company?—A. Yes, sir.
- Q. And trying to re-lease?—A. Yes, sir.
- Q. Well, go ahead.—A. Mr. Magneson was along at the agency at the time, and Mr. Magneson went into Captain Beck's office while Mr. Bring stayed outside or in the outer room.
- Q. Who was this party?—A. Magneson. He is one of Mr. Bring's neighbors, and has made an affidavit the same as Mr. Bring's. Mr. Magneson went into the Captain's office and asked the Captain about the land, and the Captain told him that the land was leased. And he went out and told Oscar Bring that their land was leased; that they could not get it; and Mr. Bring proposed, I think, to Mr. Magneson that perhaps they could do something if they would offer a bonus. Mr. Bring said that he had heard that others had done that before, and proposed that they try it. And then they made this proposition to Mr. Sloan.
- Q. Made what proposition to him?—A. That they would give him \$150 to procure the lease on their lands on favorable terms. And Mr. Sloan said all right, and Mr. Bring then went in the other room and talked with the Captain—I think Mr. Bring talked with the Captain—and he told him to go out and have Sloan draw up the papers. Now, whether Sloan talked with the Captain or not, I would not be positive.
- Q. You do not remember what his testimony was as to that?—A. No; as to whether each went in and consulted the Captain, or just one of

them; but one of them did. And Sloan went ahead and drew up the lease, and they paid \$10 and gave a note for \$140, and then I think for some cause or other the note was remade to \$135. The note was drawn on the Ashford Brothers' note blank, and whether Ashford Brothers were in the note there were two marks—Mr. Bring testified one or two marks drawn through "Ashford Brothers."

By Mr. ALLEN:

Q. The name of Sloan inserted as payee in place of Ashford Brothers?—A. No, sir; Mr. Sloan made the remark that he would not put any name in there then, but in case he should want to collect the note or put the note out he would insert the name then; but he did not insert his name.

By Mr. THURSTON:

Q. Did Bring testify before that special agent there that this was given to Sloan for getting him the lease, and not for the rental at all?—A. Yes, sir; for getting him the lease on favorable terms.

Q. And when he first applied he testified that he was put off from time to time, and then was told that the land was leased to another party?—A. No, sir; I could not say that he ever was told that the land was leased. I do not know that that is in the affidavit, but it might be. But he testified in the affidavit that he was told that they could not get their lands.

Q. Now, have you—of course it isn't legal testimony—but have you heard in this community what became of that note?—A. Have I heard what became of that note?

Q. Yes.—A. Yes, sir.

Q. Well, what did you hear about that?—A. I have heard that it was in the bank here in Pender. It was in the newspapers, for that matter; I read it.

Q. You do not know as a matter of your own personal knowledge?—A. I never seen the note.

By Mr. ALLEN:

Q. You never have seen it here in the bank, but you have seen the note as a matter of fact?—A. The note that they gave?

Q. Yes.—A. No, sir; I never seen the note that they gave. I have seen the affidavit.

By Mr. THURSTON:

Q. Where is Oscar Bring now?—A. He is here on the reservation, about 5 or 6 miles from here.

Q. Living there?—A. Yes, sir.

Q. He could be secured by process of law from anybody having power to send for him, could he?—A. Yes, sir. I would like to state here that there are parties here that hired a livery team, and by Senator Allen's permission sent a team out there to-day, with instructions that Senator Allen and Senator Thurston—or at least Senator Allen—requested that they be here. They are not here, or have not been here.

By Mr. ALLEN:

Q. Do you know of any reason why they do not come, Mr. Jenne-
wein?—A. Why they do not come?

Q. Why they do not come?—A. I know what I think is the reason.

Q. Well, suppose you give it?—A. That they are told that they would not get their lands for other years, or that they possibly would be put

off of it this year. Mr. Bring told me that himself, that he thought this was going to hurt him in place of doing him any good, as he expected it would when he made the affidavit to Mr. McLaughlin.

Q. He told you that?—A. Yes, sir.

By Mr. THURSTON:

Q. "James Monier"—A. I would say that I also seen the Magneson affidavit drawn out and signed and sworn to.

Q. To the same effect?—A. Substantiating the same thing exactly that was sworn to.

Q. Is he also here in this county?—A. Yes, sir; he is one of Bring's nearest neighbors.

Q. Do you know how he feels about it?—A. The same as Mr. Bring.

Q. You have talked with him also?—A. No; I think not since at all. They were first in our meetings, but since they think it is hurting them they have dropped out of our order; that is, they haven't been attending lately.

Q. "James Monier, 1,200 acres." Do you know who James Monier is?—A. Yes, sir.

Q. Who is he?—A. He is a farmer living west of Emerson.

Q. On the reservation?—A. No, sir; just across the line.

Q. Living on a farm of his own?—A. Yes, sir.

Q. Do you know whether this 1,200 acres he has leased—is any of it land that these settlers are occupying?—A. I think it is not.

Q. You think it is not?—A. Yes, sir.

Q. Do you know whether it is pasture land or agricultural?—A. Part of each.

Q. "Thomas M. Rice, 160 acres." Do you know Rice?—A. No, sir.

Q. Have you heard of him? Do you know anything about him?—A. No, sir.

Q. "Joseph Scruggs, 800 acres." Do you know any name like that?—A. Scruggs?

Q. Yes, sir.—A. No, sir; I know a man by the name of Zuggs, who testified here; that is the nearest.

Q. This man you call Zuggs, does he live on the reservation?—A. Yes, sir; he testified here this afternoon. It is quite likely that he is here yet. I think this man Zuggs has no such number of acres.

Q. "Frank Butts, 160 acres."—A. I have met Mr. Butts.

Q. Is he an old lessee?—A. No, sir; he came in last fall or winter.

Q. Did he lease any land held by the settlers—any of this improved land?—A. No; he went in on raw land, on pasture, last fall or winter.

Q. "Henry Butts, 80 acres."—A. Just the same.

Q. "Joseph Blenkiron, 800 acres." Who is Joseph Blenkiron?—A. He is a man in Bancroft, I believe.

Q. What is his business?—A. I could not say.

Q. Is he a farmer?—A. I could not say.

Q. Well, have you heard?—A. No; I think I have never heard what his business is at all.

Q. You understand that his leases are of lands that are in the possession of the settlers?—A. Yes, sir.

Q. He is not farming on the reservation, is he?—A. Not to my knowledge he isn't.

Mr. THURSTON. Does anybody here know who Blenkiron is; what he does?

(A voice from the audience.) Yes, sir.

Mr. THURSTON. What is your name?

Answer. William Hawkins.

Mr. THURSTON. Do you know who this Mr. Blenkiron is?

Mr. HAWKINS. Yes, sir.

Mr. THURSTON. Who is he and where does he live?

Mr. HAWKINS. Mr. Joseph Blenkiron lives at Bancroft. He is engaged in the lumber business.

Mr. ALLEN. Is he a practical farmer?

Mr. HAWKINS. No, sir; hasn't farmed for several years.

By Mr. THURSTON:

Q. (Addressing Mr. Jennewein.) "Emiel Magneson, 160 acres." Do you know him?—A. Yes, sir.

Q. Is he an old settler?—A. Yes, sir.

Q. Under the Flournoy Company?—A. Yes, sir. He is the one that made the affidavit that we were just speaking of.

Q. Who is he?—A. He is a farmer living right at the edge of Emerson, on deeded lands just across the line. On deeded land; on his own land.

Q. On his own land?—A. Yes, sir.

Q. That is, off the reservation?—A. Yes, sir.

Q. Do you understand that his leases cover the lands held or in the possession and cultivated by these settlers?—A. I think not.

Q. "John Ashford, 400 agricultural, 1,400 pasture."—A. He is one of the Ashfords that we heard.

Q. When, last night?—A. Yes, sir.

Q. The gentleman who insisted upon testifying?—A. Yes, sir.

Q. "John Jordan, 780 acres." Do you know Jordan?—A. John Jordan—there is one Jordan we have mentioned. Patrick Jordan, I think his name was. He has some sons that are said to hold a lease on some land.

Q. Who are they? Where do they live?—A. They live in the settlement.

Q. And are they old lessees, some of them?—A. I could not say how long they have held it.

Q. Do you know whether those are any of the lands held by the old settlers?—A. No; they are not.

Q. Are you acquainted with the McDougalls? Do you know any McDougall?—A. I am not acquainted with the McDougalls at all. I know where two McDougalls live.

Q. On the reservation?—A. Yes, sir.

Q. Are they old lessees?—A. Yes, sir.

Q. Do you know whether their new leases cover any of these settlers' lands that they are in possession of?—A. No; I could not say. I know they are parties who—one of them, at least, has been evicted this spring. I had understood that they hadn't been allowed to make any leases.

Q. Well, you do not know, then, whether they are the McDougalls who leased this 800 acres?—A. No; I couldn't say.

Q. "Irving J. Brown, or Browning." Do you know a man who has leased a large tract of either of those names?—A. No; I don't know the man. I know of a man by the name of Brownridge that is on the reservation; but I think the Omaha.

Q. Then you do not know about this?—A. I would not say positive; no.

Q. "Louis Jopp, 400 acres."—A. I don't know of any such name.

Q. Now, Mr. Jennewein, is there any other statement that you desire to make here in this matter?—A. I have made an affidavit here of what the Winnebago Indians have told me, that they are personally interested in.

Q. Well, we do not care for that.—A. There is one man more that has recently went crazy over these present reservation troubles.

Q. Well, you do not want to call him, do you?—A. No, sir. I might just state that that is the cause of his going—

Q. Well, never mind that. We do not care for anything about that.—A. There is one man, Curtiss, that could testify as to Sloan having received money for making leases.

Q. Where is Curtiss?—A. C. C. Curtiss, there.

Q. Before calling him I will ask you do you know anything about this blank form of labor contract that I hold in my hand? Have you seen any of those?—A. I have seen this one before. I suppose it is this one.

Q. Have you seen any others?—A. I have seen labor contracts.

Q. Do you know how they are being used, if at all, on the reservation?—A. I know they are farming under them.

Q. These parties who are taking leases are making contracts like that?—A. The labor contracts I have seen are written on a very small piece of paper that would not fill one side of that. I have never seen a printed form before.

Q. But do you know it as a fact that parties holding leases made through the agent are to all intents and purposes subletting by the use of what they term labor contracts?—A. Yes, sir.

Q. And their tenants go in under those instead of leases?—A. Yes, sir.

The blank form of labor contracts above referred to is at this time made a part of this record and is hereto attached, marked for identification "Exhibit —."

C. C. CURTISS.

By Mr. THURSTON:

Q. Now, if you know anything about any money that has been asked or given in connection with influence or services to be rendered by any party at the agency or in connection with it, just state it as briefly as you can.—A. Well, I went over there on the 5th day of July to make a lease on some—

Q. The 5th day of July, 1895?—A. Yes, sir. To make a lease on some unallotted land—40 acres. I see that he has it there 80 acres. Forty acres is all that I leased. And I went over there, and he told me to come back—

Q. Who told you?—A. Captain Beck. Told me to come back on Monday, and that they would make me out a lease; that the company had no rights to this unallotted land and no title to that, and he could give me the lease. So I told him all right, I would come back on Monday. So Monday I came back, and I waited around till right in the evening, and finally Tom Sloan made me out the lease, and he charged me a dollar an acre for the 40 acres of unallotted land. I paid half of it down, and give notes for the other half. I received nothing at all to show that I had paid out a cent or anything, and haven't yet. And after I had got my lease he says, "I usually charge 50 cents for making out a lease." He says, "Give me a quarter." And so I handed him over a quarter for making out the lease.

By Mr. ANDREWS:

Q. He was acting as clerk at that time?—A. Yes, sir.

Q. And charging a personal fee for transacting the business?—A. Making out a lease; yes, sir.

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Mr. THURSTON. Will you get a copy, Mr. Reporter, of the report in the Omaha Bee, and also in the Omaha World-Herald of the 24th of this month, showing the statements made before this delegation and the proceedings had at the first meeting on the night of the 23d and let that appear in evidence as being extracts from those papers containing a fairly accurate account of those proceedings and statements? I ask that it may appear in the record in this way for the reason that those proceedings were not taken down by a stenographer, and we have no better way of making it appear of record what the character of those proceedings was.

J. F. MYERS.

By Mr. ALLEN:

Q. Mr. Myers, have you read this account in the Bee of the 24th?—A. Yes, sir.

Q. Is that substantially correct?—A. I think so, in so far as it gives it. It isn't complete as I gave it, but the substance of it is the same.

By Mr. ANDREWS:

Q. Is there anything in that report there that is incorrect so far as your statement is concerned?—A. I do not think there is.

By Mr. THURSTON:

Q. Now, Mr. Myers, is there any statement you desire to make? If there is we desire you to make it as brief as you reasonably can.—A. I was very busy to day. I intended to make a statement of the amount we have paid for 1895, and also have the books checked up, if necessary, by disinterested parties, showing that all of the Indians were paid for 1894 with the exception of one or two that did not demand their rent.

Q. Are those rents ready for them whenever they are called for?—A. Yes, sir. There has never been an Indian refused that called for his rent.

By Mr. ANDREWS:

Q. And all but those two or three received the full amount of the 1894 rent, and all their rents are paid up to that day?—A. All their rents are paid up to that day for the previous year.

Q. So that they are delinquent on your books in payment of the contract amount due the Indians only in those two or three instances, excepting this year?—A. Yes, sir.

Q. And for this year?—A. I think, as near as I can approximate—figure it without making a statement, it is probably half paid.

Q. Half paid for this year?—A. Yes, sir.

By Mr. THURSTON:

Q. Have any of the Indians been refused payment this year who asked for it?—A. No, sir.

Q. Are you ready to pay them on demand?—A. Yes, sir.

Q. Now, a statement was made by Captain Beck last night as to the rentals under your contracts for the unallotted lands. How about the payments on those?—A. We paid the Winnebago council the money. The agent would not accept the money, and we paid it to the council.

Q. For what years?—A. That was for 1892 and 1893 and 1894, I think. Mr. Lemmon has got the statement of that.

Q. Was it offered to the agent; tendered to him?—A. It was not to this agent; it was to the former agent. The lease was made for all of the councilmen, they said under the direction of Mr. Ashley, who was

new there then, and it was found afterwards that it was not regular; that it could not be approved by the Department. We had leases made out on unallotted lands for five years. They were all made at the same price, 15 cents an acre. When we made the last payment we paid them some \$2,200 and checked it off.

Q. That covered the rental for 1894?—A. No; part of it only for 1894. We owed them part of the rent on 1894 and part of it on 1895; and on the unallotted lands there has been no demand made on us by the members of the council. We are ready to pay it at any time.

Q. You have the money—your company?—A. Yes, sir.

Q. Now, I wish you would tell me, if you can—I presume you stated it the other night, but put it in here definitely—about how many acres your company holds altogether.—A. We have between thirty-five and thirty-six hundred acres. I do not remember the fractional number of acres.

Q. Between thirty-five and thirty-six thousand?—A. Thousand; yes, sir.

Q. Well, now, what proportion of those were leased as grazing lands and what as agricultural lands?—A. The first year it was all grazing lands.

Q. No; but was there any discrimination made in the leases?—A. Oh, yes; the further the land lays east—

Q. Now, I refer to the designation in the leases. How much of that was designated as grazing land and how much as agricultural?—A. We put in the leases "for agricultural or grazing purposes." We did not state in the leases how much for agricultural purposes. We agreed with them, though, as the leases were made out, as fast as possible that we would break the land up.

Q. Well, now, for this thirty-six or thirty-seven thousand acres, can you tell me what the aggregate yearly rental was?—A. It has increased some.

Q. Well, you can tell it for different years?

Mr. BROME. I will say, Mr. Thurston, that I think I have a copy of the record in my satchel of the case that was tried for the Flournoy people, and it gives every lease and the amount that the Indian was to be paid, in the printed record.

Mr. THURSTON. That is exactly what we would like.

Mr. BROME. I think I have that in my grip.

Mr. THURSTON. Well, Mr. Brome, will you furnish that to the reporter, then?

Mr. BROME. Yes, I will do that. My recollection is that we furnished a duplicate statement for the court at that time of every lease, and the name of the Indian, as I remember, and the amount paid, and the whole business, and it is all in the record there. I have a copy of that record in my grip.

By Mr. ANDREWS:

Q. Were you in this afternoon when the parties were testifying—those particularly who had been evicted?—A. No, sir; I was very busy and I did not hear it.

Q. Perhaps you can remember the instances. Are there any back rentals due to Indians who own the lands from which evictions have been made of persons who hold leases with you?—A. I remember and recall several instances where the Indian has not asked for his money—has not asked for his money for this year at all, where there is evictions. A great number of them are the present policemen.

Q. Why do you suppose they have not called for their money?—A. Why, they stated to me that they have been forbidden to take the money from us under any circumstances whatever.

By Mr. THURSTON:

Q. Forbidden by whom?—A. By the agency; by the agent.

Q. Well, now, Mr. Myers, I do not know as there is anything that I care to ask you further, but if you wish to make any further statement here we are ready to receive it.—A. Well, I do not think there is anything further.

NOTE.—The printed statement in regard to Flournoy leases of Indian lands referred to by Mr. Brome on the preceding page is hereto attached, marked for identification Exhibit —, and made part hereof.

Mr. THURSTON. Let it appear in the record that Mr. Sloan has been called twice this evening in order that he might have an opportunity to make a statement if he desires.

Mr. STRODE. Is there anybody here who desires to give any testimony on the part of the agency as against these settlers and the statements made by them here to-day? I will say that I notified Mr. Sloan personally that we would hear him if he would be here to-night.

Mr. ALLEN. I might state in that connection that Mr. Sloan has been in the room here to-night, but is not here now.

Mr. STRODE. We have twice called him.

Mr. ALLEN. The time at our disposal is limited, and we are required to close the proceedings to-night. The investigation has been for the purpose, as we stated to you the other evening, of informing ourselves with reference to the facts in connection with the administration of this agency here, to the end that we may be able by the approaching Fifty-fourth Congress to formulate and complete such legislation as may attain to the preservation of the rights of the Indians and the settlers and all concerned. This evening, since the principal part of the evidence has been taken and knowing that substantially all of it had been taken, in consultation we unanimously agreed upon the following letter, which I will read, and which will become a part of the record. The letter is addressed to the Secretary of the Interior:

PENDER, NEBR., *July 25, 1895.*

DEAR SIR: We have the honor to inform you that we telegraphed you to-day asking that no more leases made by Captain Beck, agent of the Omaha and Winnebago Indians, of Winnebago lands, should be approved until we could communicate with you further with reference to the matter. We also urged you to suspend all further evictions from these lands in the interest of justice to innocent settlers, whose crops will be entirely lost to them by such evictions and who would otherwise be greatly damaged thereby. The wheat, oat, and rye crops are now ready and demand immediate harvesting, and unless this is speedily done they will be lost to the owners. The eviction, therefore, of settlers who have been suffered to cultivate these lands to this time without any serious objection upon the part of the Government will result in great damage to them and the loss of their entire small grain crop. The difficulties of this agency among the settlers and officers of the agency have been and are of such a character as to attract wide public attention and to demand some action on our part as Representatives in Congress from this State.

We have therefore been sitting together as a body for three days, listening to the statements of the settlers, the Indians, and the agent, and others concerned, at this place and at the Omaha and Winnebago agencies, taking the statements in the form of testimony, for the purpose of informing ourselves of the truth of the matters in dispute and placing ourselves in a position to act intelligently and unitedly at the approaching Fifty-fourth Congress in securing such legislation as will permanently cure the evils now in existence. We have caused all statements made to us to be preserved in shorthand by the official court stenographer of the State district of the eighth judicial district, in which the Omaha and Winnebago agencies are situated, a copy of which proceedings will be forwarded to you as soon as it can be transcribed. Without now expressing any opinion upon the merits of the controversy between the settlers and the agent, further than the present exigencies of the situation seem

to require at our hands, we have to say that we unite in the conclusion that the evictions of those who hold at this time under leases not formally approved by you and who have planted their lands, by which the lands they occupy are to be turned over to new lessees without any reservation to them of their crops, would result in rank injustice to a large body of law-abiding, honest, industrious citizens, who conscientiously believe that their leases are valid and who have acted in good faith in what they have done and are doing.

The evidence shows to our entire satisfaction that in most instances such persons have in good faith given their promissory notes to secure the rent of the land occupied by them for the entire leasehold period, and in some instances a second rent has been exacted of them for the present year by their being required to rent of the Indian owner or some other person claiming to hold leases to the same land through the instrumentality of the agent. We look upon this as working a very great injustice to these settlers, and in view of this fact and other important matters disclosed by the testimony, we are led to strongly urge you to permit these settlers to harvest and remove their crops without further molestation upon the part of the agent, in the hope that speedy legislation at the approaching session of Congress will satisfactorily adjust all differences in justice to those concerned. It is proper for us to say to you, in view of reports that may reach your office, that the white settlers upon these reservations are, as a rule, peaceable and law-abiding citizens of the State, and reports which may reach you to the effect that lawlessness exists there should not be held to embrace the great majority or any considerable proportion of the white settlers.

We are fully persuaded that no injustice will be done to the interests of the Indians or the Government by your complying with our request, while the present course, if persisted in, must result in great injustice and loss of property to the settlers for which they will be remediless. In the majority of instances the people occupying these lands are poor and altogether dependent upon the crops they may raise with which to support themselves and their families. Admitting, for the sake of argument, that the leases of the so-called Flournoy Company and others under which some of these settlers hold are void, yet we believe they have acted in good faith, and that by the failure of the Government to evict them until their crops had been planted and practically matured they have been led to believe that they would be permitted to harvest in peace, and they should not now be unceremoniously evicted to their injury. The Government, by its conduct and the conduct of its officers, is morally estopped from evicting these citizens without affording them a full and fair opportunity of removing their crops. We do not now deem it advisable to express any further opinion upon the merits of this unhappy controversy other than to say that we believe that more toleration should be exercised on the part of all concerned.

In view of the character of the testimony taken by us, we feel constrained, by a high sense of public duty, to urge upon the Department the necessity of an immediate and searching investigation of the management of the affairs of the Omaha and Winnebago Indian Agency, and we respectfully request that such investigation should be conducted in as public a manner as the regulations of your Department will permit, and with a view of reporting all the evidence taken to the Congress of the United States. In making the above recommendations we do not intend to reflect in any manner upon the personal integrity and good faith of Captain Beck, the agent.

Hon. HOKE SMITH,
Secretary of the Interior.

This will be signed by us and forwarded tomorrow morning to the Secretary of the Interior. This closes our investigation as far as—
[interrupted by applause.] We are very thankful to you for the services you have rendered us in gathering together the facts that we now have.

Supplementary statement made by Capt. William H. Beck, at Dakota City, Nebr., on the 8th day of January, 1896, at the office of the stenographer who officiated at the foregoing proceedings before the Nebraska Congressional delegation.

I have received from the reporter a transcript of the statements made by the alleged settlers before the Congressional investigating committee at Pender, Nebr., on the 25th day of July, 1895, and also a communication from him according to me the privilege of replying thereto. The proceedings of July 24 at the Winnebago Agency, in my opinion, cover the statements above referred to almost entirely, and the investi-

gation made subsequently to the Congressional investigation (?) is on file in the office of the Secretary of the Interior, where will be found affidavits, statements, and report relative to the entire matter.

I will say here, however, that in regard to the legal aspect of the case upon which Senator Thurston particularly questioned Mr. Sawyer, the Honorable United States district attorney, the United States circuit court of appeals on December 10, 1894, settled the question of the validity of the Flournoy Company leases; that the decision of the circuit court at Dubuque, Iowa, in the case of Pilgrim et al. v. Beck et al. settled the question in regard to a number of those whose names appear on the list of the investigating committee particularly, and was in my favor; that on the question of J. H. Mullin, sheriff, who was arrested for resisting the Indian police, it was held by the United States district court that the orders issued by myself in regard to the eviction of settlers are legal writs and must be obeyed, and Sheriff Mullin's indictment stands, and he is now under bond to appear for trial; that in the case of John F. Myers and W. S. Garrett, habeas corpus, the writ against me was not sustained; that in the mandatory injunction case against all "settlers" upon the Omaha and Winnebago reservations who had not leased through the office of the agent, forbidding them to move in any manner, the injunction has been affirmed and decree issued. Therefore the legal status of my position as agent is unassailable. In conclusion, for all detailed answers to the matter contained in the investigation of the 25th of July the Congressional Committee is respectfully referred to the Honorable Secretary of the Interior.

Respectfully submitted.

WM. H. BECK,

Captain, Tenth Cavalry, Acting U. S. Indian Agent.

NOTE.—The instruments, documents, letters, telegrams, newspaper clippings, and all other papers which hereinafter appear were, during and following the time of said investigation, handed or transmitted to me by said Congressional delegation with the request that said papers be incorporated in and made a part of this record, and the said papers are marked respectively Exhibits A to O, inclusive, my initials being also added.

H. T. DONNELL, *Stenographer.*

EXHIBIT A.—H. T. D.

Andrew Johnson, President of the United States of America, to all and singular to whom these presents shall come, greeting:

Whereas a treaty was made and concluded at the city of Washington, in the District of Columbia, on the sixth of March, in the year of our Lord one thousand eight hundred and sixty-five, by and between Clark W. Thompson and Robert W. Furnas, commissioners, on the part of the United States, and E sta ma zha, or Joseph La Flesch; Gra ta mah zhe, or Standing Hawk; Ga he ga zhin ga, or Little Chief; Tah wah ga ha, or Village Maker; Wah no ke ga, or Noise; Sha da na ge, or Yellow Smoke; Wastch com ma nu, or Hard Walker; Pada ga he, or Fire Chief; Ta su, or White Cow, and Ma ha nin ga, or No Knife, chiefs of the Omaha tribe of Indians, on the part of said tribe of Indians, and duly authorized thereto by them, which treaty is in the words and figures following, to wit:

Articles of treaty made and concluded at Washington, D. C., on the sixth day of March, A. D. 1865, between the United States of America, by their commissioners, Clark W. Thompson and Robert W. Furnas, and the Omaha tribe of Indians, by their chiefs, E sta mah za, or Joseph La Flesch; Gra ta mah zhe, or Standing Hawk; Ga he ga zhin ga, or Little Chief; Tah wah ga ha, or Village Maker; Wah no ke ga, or Noise; Sha da na ge, or Yellow Smoke; Wastch com ma nu, or Hard Walker; Pada ga he, or Fire Chief; Ta su, or White Cow; Ma ha nin ga, or No Knife.

ARTICLE I.

The Omaha tribe of Indians do hereby cede, sell, and convey to the United States a tract of land from the north side of their reservation, defined and bounded as fol-

laws, viz: Commencing at a point on the Missouri River four miles due south from the north boundary line of said reservation, thence west ten miles, thence south four miles, thence west to the western boundary line of the reservation, thence north to the northern boundary line, thence east to the Missouri River, and thence south along the river to the place of beginning; and that the said Omaha tribe of Indians will vacate and give possession of the lands ceded by this treaty immediately after its ratification: *Provided*, That nothing herein contained shall be construed to include any of the lands upon which the said Omaha tribe of Indians have now improvements, or any land or improvements belonging to, connected with, or used for the benefit of the mission school now in existence upon the Omaha Reservation.

ARTICLE 2.

In consideration of the foregoing cession the United States agree to pay to the said Omaha tribe of Indians the sum of fifty thousand dollars, to be paid upon the ratification of this treaty, and to be expended by their agent, under the direction of the Commissioner of Indian Affairs for goods, provisions, cattle, horses, construction of buildings, farming implements, breaking up lands, and other improvements on their reservation.

ARTICLE 3.

In further consideration of the foregoing cession the United States agree to extend the provisions of article 8 of the treaty between the Omaha tribe of Indians and the United States, made on the 16th day of March, A. D. 1854, for a term of ten years from and after the ratification of this treaty; and the United States further agree to pay to the said Omaha tribe of Indians, upon the ratification of this treaty, the sum of seven thousand dollars as damages in consequence of the occupancy of a portion of the Omaha Reservation not hereby ceded, and use and destruction of timber by the Winnebago tribe of Indians while temporarily residing thereon.

ARTICLE 4.

The Omaha Indians being desirous of promoting settled habits of industry and enterprise amongst themselves by abolishing the tenure in common by which they now hold their lands, and by assigning limited quantities thereof in severalty to the members of the tribe, including their half or mixed blood relatives now residing with them, to be cultivated and improved for their own individual use and benefit, it is hereby agreed and stipulated that the remaining portion of their present reservation shall be set apart for said purposes; and that out of the same there shall be assigned to each head of a family not exceeding one hundred and sixty acres, and to each male person eighteen years of age and upwards, without family, not exceeding forty acres of land, to include in every case, as far as practicable, a reasonable proportion of timber. Six hundred and forty acres of said lands, embracing and surrounding the present agency improvements, shall also be set apart and appropriated to the occupancy and use of the agency for said Indians. The lands to be so assigned, including those for the use of the agency, shall be in as regular and compact a body as possible, and so as to admit of a distinct and well-defined exterior boundary. The whole of the lands, assigned or unassigned, in severalty shall constitute and be known as the Omaha Reservation, within and over which all laws passed, or which may be passed, by Congress regulating trade and intercourse with the Indian tribes shall have full force and effect, and no white person, except such as shall be in the employ of the United States, shall be allowed to reside or go upon any portion of said reservation without the written permission of the Superintendent of Indian Affairs or the agent for the tribe. Said division and assignment of lands to the Omahas in severalty shall be made under the direction of the Secretary of the Interior, and when approved by him, shall be final and conclusive. Certificates shall be issued by the Commissioner of Indian Affairs for the tracts so assigned, specifying the names of the individuals to whom they have been assigned, respectively, and that they are for the exclusive use and benefit of themselves, their heirs, and descendants; and said tracts shall not be alienated in fee, leased, or otherwise disposed of except to the United States or to other members of the tribe, under such rules and regulations as may be prescribed by the Secretary of the Interior, and they shall be exempt from taxation, levy, sale, or forfeiture, until otherwise provided by Congress.

ARTICLE 5.

It being understood that the object of the Government in purchasing the land herein described is for the purpose of locating the Winnebago tribe thereon, now, therefore, should their location there prove detrimental to the peace, quiet, and harmony of the whites as well as of the two tribes of Indians, then the Omahas shall

have the privilege of repurchasing the land herein ceded upon the same terms as they now sell.

In testimony whereof the said Clark W. Russell and Robert W. Furnas, commissioners as aforesaid, and the said chiefs and delegates of the Omaha tribe of Indians have hereunto set their hands and seals at the place and on the day and year hereinbefore written.

CLARK W. THOMPSON,
R. W. FURNAS,
Commissioners.

E STA MAH ZHA, or Joseph La Flesch (his x mark).	[SEAL.]
GRA TA MAH ZHE, or Standing Hawk (his x mark).	[SEAL.]
GA HE GA ZHIN GA, or Little Chief (his x mark).	[SEAL.]
TAH WAH GA HA, or Village Maker (his x mark).	[SEAL.]
WAH NO KE GA, or Noise (his x mark).	[SEAL.]
SHAH DA NA GE, or Yellow Smoke (his x mark).	[SEAL.]
WASTCH COM MA NU, or Hard Walker (his x mark).	[SEAL.]
PAD A GA HE, or Fire Chief (his x mark).	[SEAL.]
TA SU, or White Cow (his x mark).	[SEAL.]
MA HA NIN GA, or No Knife (his x mark).	[SEAL.]

In presence of—

H. CHASE, *U. S. Interpreter.*
LEWIS SAUNSOI, *Interpreter.*
ST. A. D. BALCOMBE, *U. S. Indian Agent.*
GEO. N. PROPPER.
J. N. H. PATRICK.

And whereas the said treaty having been submitted to the Senate of the United States for its constitutional act thereon, the Senate did, on the thirteenth day of February, one thousand eight hundred and sixty-six, advise and consent to the ratification of the same by a resolution in the words and figures following, to wit:

IN EXECUTIVE SESSION,
Senate of the United States, February 13, 1866.

Resolved (two-thirds of the Senators present concurring), That the Senate advise and consent to the ratification of the treaty between the United States of America, by their commissioners, Clark W. Thompson and Robert W. Furnas, and the Omaha tribe of Indians, made and concluded at Washington, D. C., on the sixth day of March, A. D. 1865.

Attest:

J. W. FORNEY, *Secretary.*

Now, therefore, be it known that I, Andrew Johnson, President of the United States of America, do, in pursuance of the advice and consent of the Senate, as expressed in its resolution of the thirteenth of February, one thousand eight hundred and sixty-six, accept, ratify, and confirm the said treaty.

In testimony whereof I have signed the same with my hand and have caused the seal of the United States to be hereto affixed.

Done at the city of Washington this fifteenth day of February, in the year of our Lord one thousand eight hundred and sixty-six, and of the Independence of the United States of America the ninetieth.

[SEAL.]

ANDREW JOHNSON.

By the President:

WILLIAM H. SEWARD,
Secretary of State.

UNITED STATES OF AMERICA, DEPARTMENT OF STATE.

To all to whom these presents shall come, greeting:

I certify that the document hereto annexed is a true copy from the archives of this Department of the "Treaty between the United States of America, by their commissioners, Clark W. Thompson and Robert W. Furnas, and the Omaha tribe of Indians, made and concluded at Washington, D. C., on the sixth day of March, A. D. 1865."

In testimony whereof I, James G. Blaine, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed.

Done at the city of Washington this 14th day of January, A. D. 1891, and of the Independence of the United States of America the one hundred and fifteenth.

[SEAL.]

JAMES G. BLAINE.

EXHIBIT B.—H. T. D.

We members of the Omaha tribe of Indians were told that the agent would only have supervision over our school and school property on our reservation and would make payments of our funds to our people; that the agent would have no other control over us or our reservation.

We do not want an agent to superintend or control our property, and ask that the agency over our reservation be discontinued. We want to transact our business for ourselves direct with the Indian department through an agent selected and appointed by our people.

WA HA (his x mark) NA GA.
 WHITE (his x mark) HORSE.
 SEN DO (his x mark) HA HA.
 NE BRAS (his x mark) KA.
 MA WA (his x mark) DU NA.
 JOHN (his x mark) SPRINGER.
 SPAFFORD WOODHULL.
 CYRUS PHILLIPS.
 WILLIAM SPRINGER.
 JAMES (his x mark) BLACK.
 SIMEON HALLOWELL.
 JAMES BLACKBIRD.
 WILLIAM TYNDALL.
 EDWARD WALKAR.
 LITTLE (his x mark) COOK.
 SILVER (his x mark) BROWN.
 AMOS (his x mark) WALKER.
 ANDREW LIEB.

EXHIBIT C.—H. F. D.

367. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
Oct. 22, 1891	SE. $\frac{1}{4}$	2	25	5	Mar. 1, 1897	{ \$0.25
Feb. 3, 1891	Lots 3 and 4 and S. $\frac{1}{2}$ of NW. $\frac{1}{4}$	1	25	5	Feb. 3, 1896	.50
Apr. 23, 1891	S. $\frac{1}{2}$ NE	1	25	5	Apr. 23, 1896	.10
Apr. 4, 1891	SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ of SE. $\frac{1}{4}$	2	26	5	Apr. 4, 1897	.25
May 20, 1891	W. $\frac{1}{2}$ NE. $\frac{1}{4}$	12	26	5	May 1, 1896	.25
May 13, 1891	NW. $\frac{1}{4}$	12			May 13, 1896	.25
Aug. 11, 1890	W. $\frac{1}{2}$ SE. $\frac{1}{4}$	12			Dec. 31, 1895	.15
Dec. 11, 1890	E. $\frac{1}{2}$ SW. $\frac{1}{4}$	12			Dec. 31, 1900	.25
Apr. 23, 1891	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	13	26	5	Apr. 23, 1896	.10
Jan. 21, 1891	S. $\frac{1}{2}$ NE	13			May 1, 1896	.25
Apr. 23, 1891	NW. $\frac{1}{4}$ NW. $\frac{1}{4}$	14	26	5	Apr. 23, 1896	.10
Sept. 5, 1892	NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ the NW. $\frac{1}{4}$ and N. $\frac{1}{2}$ of SW. ..	13	26	5	Sept. 5, 1897	.50
Nov. 22, 1890	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	23	26	5	Nov. 21, 1895	.25
Jan. 8, 1891	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ (lot 6)	23			Jan. 8, 1896	.25
Jan. 8, 1891	NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ (lot 3)	26	26	5	Jan. 8, 1896	.25
Nov. 22, 1890	NW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ NW. $\frac{1}{4}$	26			Nov. 22, 1895	.25
Dec. 17, 1890	Lots 4 and 5 (SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ of SW.)	26			Dec. 31, 1895	.25
Jan. 7, 1891	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$	26			Jan. 7, 1896	.25

368. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
Mar. 28, 1892	SW. $\frac{1}{4}$ NE. $\frac{1}{4}$	26			Mar. 28, 1897	\$0.25
May 14, 1892	NW. SE.....	26			May 1, 1897	.25
Feb. 3, 1891	S. $\frac{1}{4}$ SW. $\frac{1}{4}$	36	26	5	Feb. 3, 1896	.50
Dec. 11, 1890	SW. $\frac{1}{4}$	1	25	6	Dec. 31, 1895	.10
Dec. 13, 1890	Lot 1 and 2 and S. $\frac{1}{2}$ NE. $\frac{1}{4}$ and lot 3 and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$	1			Dec. 31, 1895	.10
May 11, 1891	SE. $\frac{1}{4}$	1			May 11, 1897	.25
Dec. 11, 1890	Lot 4 and SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ NW. $\frac{1}{4}$	1			Dec. 31, 1895	.10
Dec. 11, 1890	Lot 1 and SE. $\frac{1}{4}$ NE. $\frac{1}{4}$	2	25	6	Dec. 31, 1895	.10
Apr. 29, 1891	SW. $\frac{1}{4}$ of SE. $\frac{1}{4}$	2			Apr. 29, 1896	.15
Dec. 11, 1890	N. $\frac{1}{3}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	2			Dec. 31, 1895	.15
Apr. 29, 1891	Lot 1 and SE. $\frac{1}{4}$ NE. $\frac{1}{4}$	3	24	6	Apr. 29, 1896	.25
Oct. 17, 1890	E. $\frac{1}{3}$ SE. $\frac{1}{4}$	3			Oct. 17, 1895	.44
Jan. 29, 1891	SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and E. $\frac{1}{3}$ SW. $\frac{1}{4}$	4	25	6	Mar. 1, 1896	.25
Jan. 24, 1891	Lots 1 and 2.....	5	25	6	Jan. 24, 1896	.25
Jan. 24, 1891	E. $\frac{1}{3}$ SE. $\frac{1}{4}$	6	25	6	Jan. 24, 1896	.25
Feb. 10, 1892	Lots 1 and 2 (N. $\frac{1}{3}$ of NE. $\frac{1}{4}$).....	1	26	6	Feb. 10, 1897	.25
Mar. 19, 1891	Lot 3 (NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$).....	1			Mar. 19, 1897	.12 $\frac{1}{2}$
Apr. 6, 1891	SW. $\frac{1}{4}$ of SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$	1			May 1, 1896	.25
Jan. 14, 1891	Lot 1 (NE. $\frac{1}{4}$ of NE. $\frac{1}{4}$).....	2	26	6	May 1, 1896	.10
Oct. 21, 1891	Lot 4 (NW. $\frac{1}{4}$ of NW. $\frac{1}{4}$).....	2			Mar. 1, 1897	.25
Nov. 22, 1890	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	2			Dec. 31, 1895	.15
June 11, 1892	S. $\frac{1}{2}$ NW. $\frac{1}{4}$ and N. $\frac{1}{3}$ SW. $\frac{1}{4}$	2			June 11, 1897	.25

369. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
Dec. 31, 1890	W. $\frac{1}{3}$ SW. $\frac{1}{4}$	3	26	6	Dec. 31, 1895	\$0.50
Dec. 5, 1890	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	4	26	6	Dec. 31, 1895	.25
Jan. 10, 1891	Lot 1 and SE. $\frac{1}{4}$ NE. $\frac{1}{4}$	4			Jan. 10, 1896	.25
Jan. 10, 1891	Lot 2 and SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$	4			Jan. 10, 1896	.25
Jan. 14, 1891	NW. $\frac{1}{4}$ of SE. $\frac{1}{4}$ and N. $\frac{1}{3}$ SW. $\frac{1}{4}$	4			Dec. 31, 1895	.25
Feb. 27, 1891	Lot 3 and SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$	4			May 1, 1896	.25
Mar. 25, 1891	SW. $\frac{1}{4}$ of NW. $\frac{1}{4}$	4			Mar. 25, 1896	.25
Mar. 25, 1891	Lot 1 and SE. $\frac{1}{4}$ of NE. $\frac{1}{4}$	5	26	6	Mar. 25, 1896	.25
Mar. 25, 1891	Lots 2 and 3 and SE. of NW. $\frac{1}{4}$ and SW. $\frac{1}{4}$	5			Mar. 25, 1896	.25
Mar. 25, 1891	Lot 4 the SW. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ of SW. $\frac{1}{4}$	5			Mar. 25, 1896	.25
Mar. 26, 1891	SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$	5			Mar. 26, 1896	.25
Dec. 5, 1890	SE. $\frac{1}{4}$ of SE. $\frac{1}{4}$	5			Dec. 31, 1895	.25
Dec. 30, 1890	Lot 7 (SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$).....	6	26	6	Dec. 31, 1895	.25
Jan. 26, 1891	Lots 1, 2 and 3.....	6			May 1, 1896	.50
Apr. 29, 1891	Lot 4.....	6			Apr. 29, 1896	.25
Mar. 19, 1891	Lots 5 and 6, SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	6			Mar. 19, 1897	.25
Mar. 25, 1891	SE. $\frac{1}{4}$ of NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$	6			Mar. 25, 1896	.25
Mar. 26, 1891	SE. $\frac{1}{4}$ of SE. $\frac{1}{4}$	6			Mar. 26, 1896	.25
Jan. 24, 1891	SW. $\frac{1}{4}$ of SE. $\frac{1}{4}$	6			May 1, 1896	.25
Jan. 24, 1891	NE. $\frac{1}{4}$	7	26	6	May 1, 1896	.25

370. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
Jan. 15, 1891	Lots 1, 3, and 4 and NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and E. $\frac{1}{4}$ of SW. $\frac{1}{4}$	7	26	6	Jan. 15, 1896	\$0.25
Jan. 19, 1891	SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$	7			May 1, 1896	.25
Jan. 14, 1891	SE. $\frac{1}{4}$	7			Jan. 14, 1896	.25
Jan. 14, 1891	NE. $\frac{1}{4}$	7			May 1, 1896	.25
Mar. 26, 1891	NW. $\frac{1}{4}$ of NW. $\frac{1}{4}$	8	26	6	Mar. 26, 1896	.25
Dec. 5, 1890	NE. $\frac{1}{4}$ of NE. $\frac{1}{4}$	8			Dec. 31, 1895	.25
Apr. 29, 1891	{ NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$; S. $\frac{1}{4}$ NE. $\frac{1}{4}$; NW. $\frac{1}{4}$ of SE. $\frac{1}{4}$ and SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ }	9	26	6	Apr. 29, 1896	.15 .25 .25
Jan. 14, 1891	S. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and N. $\frac{1}{4}$ of SW. $\frac{1}{4}$	9			Dec. 31, 1895	.25
Jan. 23, 1891	SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ of SE. $\frac{1}{4}$	9			May 1, 1896	.25
Sept. 25, 1890	E. $\frac{1}{4}$ of SE. $\frac{1}{4}$	9			Dec. 31, 1895	.50
Sept. 25, 1890	S. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ of SE. $\frac{1}{4}$	10	26	6	Dec. 31, 1895	.50
Apr. 29, 1891	NE. $\frac{1}{4}$ of NE. $\frac{1}{4}$ and N. $\frac{1}{4}$ of SW. $\frac{1}{4}$	10			Apr. 29, 1896	.15 .25 .25
Apr. 6, 1891	W. $\frac{1}{4}$ NW. $\frac{1}{4}$	11	26	6	May 1, 1896	.25
Apr. 6, 1891	E. $\frac{1}{4}$ NW. $\frac{1}{4}$	11	26	6	May 1, 1896	.25
Dec. 25, 1890	S. $\frac{1}{4}$ of NW. $\frac{1}{4}$	12	26	6	Dec. 31, 1895	.25
Jan. 24, 1891	NE. $\frac{1}{4}$	12			Jan. 24, 1896	.10
Dec. 15, 1890	SE. $\frac{1}{4}$ and N. $\frac{1}{4}$ of SW. $\frac{1}{4}$	12			Dec. 15, 1895	.15
Apr. 11, 1891	N. $\frac{1}{4}$ of NW. $\frac{1}{4}$	12			Jan. 1, 1896	.25
Jan. 30, 1892	S. $\frac{1}{4}$ of SW. $\frac{1}{4}$	12			Jan. 30, 1897	.50

371. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
Dec. 4, 1890	E. $\frac{1}{4}$ of NE. $\frac{1}{4}$	13	26	6	Dec. 31, 1895	\$0.15
Sept. 3, 1890	NW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ and E. $\frac{1}{4}$ of NW. $\frac{1}{4}$	13			Dec. 31, 1895	.15
Sept. 3, 1890	S. $\frac{1}{4}$ SE. $\frac{1}{4}$ and N. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$	13			Dec. 31, 1895	.15
June 18, 1891	S. $\frac{1}{4}$ of SW. $\frac{1}{4}$	13			May 1, 1897	.10 .15
Dec. 4, 1890	SE. $\frac{1}{4}$ of SE. $\frac{1}{4}$	14			Dec. 31, 1895	.25
Nov. 19, 1890	S. $\frac{1}{4}$ of SW. $\frac{1}{4}$	14			Nov. 19, 1895	.25
Sept. 25, 1890	N. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ of NE. $\frac{1}{4}$	15	26	6	Dec. 31, 1895	.50
Jan. 29, 1891	SE. $\frac{1}{4}$ of SE. $\frac{1}{4}$	15	26	6	Jan. 29, 1896	.15
Apr. 29, 1891	{ SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$; S. $\frac{1}{4}$ NW. $\frac{1}{4}$; W. $\frac{1}{4}$ SE. $\frac{1}{4}$ and the SW. $\frac{1}{4}$ }	15			Apr. 29, 1896	.15 .25 .25
Apr. 29, 1891	{ SE. $\frac{1}{4}$ NE. $\frac{1}{4}$; S. $\frac{1}{4}$ SW. $\frac{1}{4}$; S. $\frac{1}{4}$ SE. $\frac{1}{4}$, and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ }	16	26	6	Apr. 29, 1896	.15 .25 .25
Dec. 11, 1890	SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	16			Dec. 31, 1895	.25
Oct. 27, 1890	E. $\frac{1}{4}$ NE. $\frac{1}{4}$; N. $\frac{1}{4}$ NW. $\frac{1}{4}$; NW. $\frac{1}{4}$ SE. $\frac{1}{4}$; NE. $\frac{1}{4}$ SW. $\frac{1}{4}$; SE. $\frac{1}{4}$ NW. $\frac{1}{4}$	16	26	6	Dec. 31, 1895	.25
Dec. 16, 1890	Lots 2 and 3 NE. $\frac{1}{4}$ SW. $\frac{1}{4}$; NW. $\frac{1}{4}$ SE. $\frac{1}{4}$; SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$	18	26	6	Dec. 31, 1895	.25
Apr. 29, 1891	E. $\frac{1}{4}$ NW. $\frac{1}{4}$; E. $\frac{1}{4}$ SW. $\frac{1}{4}$; W. $\frac{1}{4}$ SE. $\frac{1}{4}$	22	26	6	Apr. 29, 1896	.15 .25
Dec. 9, 1890	NE. $\frac{1}{4}$	22			Dec. 31, 1895	.25
Nov. 19, 1890	NE. $\frac{1}{4}$ SE. $\frac{1}{4}$	22			Nov. 19, 1895	.25
Nov. 27, 1890	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	22			Dec. 31, 1895	.25
Nov. 27, 1890	W. $\frac{1}{4}$ SW. $\frac{1}{4}$	23	26	6	Dec. 31, 1895	.25

372. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
Nov. 19, 1890	N. $\frac{1}{2}$ NW. $\frac{1}{2}$; SW. and NW. $\frac{1}{2}$; SW. $\frac{1}{2}$ NE. $\frac{1}{2}$.	23			Nov. 19, 1895	{ \$0.25
Dec. 4, 1890	N. $\frac{1}{2}$ NE. $\frac{1}{2}$.	23			Dec. 31, 1895	.15
Jan. 2, 1891	S. $\frac{1}{2}$ NE. $\frac{1}{2}$; NW. $\frac{1}{2}$ NE. $\frac{1}{2}$; E. $\frac{1}{2}$ SE. $\frac{1}{2}$.	24	26	6	May 1, 1895	.25
Dec. 22, 1890	SW. $\frac{1}{2}$ and W. $\frac{1}{2}$ SE. $\frac{1}{2}$.	24			May 1, 1896	.10
Aug. 31, 1891	NE. $\frac{1}{2}$ of NE. $\frac{1}{2}$.	24			Jan. 1, 1897	.25
May 14, 1892	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ and SW. of NW. $\frac{1}{2}$.	24			May 1, 1897	.25
Jan. 2, 1891	NW. $\frac{1}{2}$ of NE. $\frac{1}{2}$.	25	26	6	May 1, 1896	.10
Dec. 16, 1890	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and SW. $\frac{1}{2}$.	25			Dec. 31, 1895	.10
Dec. 13, 1890	S. $\frac{1}{2}$ NE. $\frac{1}{2}$; N. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ of SE. $\frac{1}{2}$.	25			Dec. 31, 1896	.10
Dec. 14, 1890	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$.	25			May 1, 1896	.10
May 13, 1891	NE. $\frac{1}{2}$ NE. $\frac{1}{2}$.	25			May 13, 1894	.25
Nov. 27, 1890	NW. $\frac{1}{2}$ NW. $\frac{1}{2}$.	26	26	6	Dec. 31, 1895	.25
Apr. 29, 1891	NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ E. $\frac{1}{2}$ NW. $\frac{1}{2}$ and E. $\frac{1}{2}$ SW. $\frac{1}{2}$.	27	26	6	Apr. 29, 1896	.50
Jan. 4, 1892	SW. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SW. $\frac{1}{2}$ SE. $\frac{1}{2}$.	27			Jan. 4, 1892	1.00
Jan. 20, 1891	NW. $\frac{1}{2}$ SE. $\frac{1}{2}$.	31	26	6	May 1, 1897	.10
Jan. 29, 1891	Lots 1 and 2 (W. $\frac{1}{2}$ NW. $\frac{1}{2}$).	31			Jan. 29, 1897	.50
Jan. 4, 1892	NW. $\frac{1}{2}$ SW. $\frac{1}{2}$.	26	26	6	Jan. 4, 1897	.50
Jan. 4, 1892	NW. $\frac{1}{2}$ NE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ NW. $\frac{1}{2}$.	34	26	6	Jan. 4, 1897	.50
Apr. 29, 1891	SE. $\frac{1}{2}$ of NW. $\frac{1}{2}$; NE. $\frac{1}{2}$ of SW. $\frac{1}{2}$; N. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SE. $\frac{1}{2}$ SE. $\frac{1}{2}$.	34			Apr. 29, 1896	.15
Feb. 17, 1892	NE. $\frac{1}{2}$ of SE. $\frac{1}{2}$.	35	26	6	Apr. 1, 1895	2.00

373. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
Apr. 6, 1891	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$.	36	26	6	Apr. 6, 1901	{ \$0.50
Dec. 3, 1890	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$.	35	26	6	Dec. 18, 1895	.10
Dec. 3, 1890	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$.	36	26	6	Dec. 18, 1895	.25
Dec. 3, 1890	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$.	36	26	6	Dec. 31, 1895	.10
Dec. 16, 1890	NW. $\frac{1}{2}$ NW.	36			Dec. 31, —	.10
Dec. 14, 1890	E. $\frac{1}{2}$ of NW. $\frac{1}{2}$ and E. $\frac{1}{2}$ of SW. $\frac{1}{2}$.	36			May 1, 1896	.10
Dec. 13, 1890	NE. $\frac{1}{2}$.	36			Dec. 31, 1895	.15
Dec. 15, 1890	NE. $\frac{1}{2}$.	36			Dec. 31, 1895	.25
Jan. 29, 1891	SE. $\frac{1}{2}$ of SW. $\frac{1}{2}$ and SW. $\frac{1}{2}$ of SE. $\frac{1}{2}$.	32	27	6	Jan. 29, 1897	.15
Mar. 25, 1891	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$.	32			Mar. 25, 1896	.25
Mar. 19, 1891	SE. $\frac{1}{2}$ SE. $\frac{1}{2}$.	31	27	6	Mar. 19, 1897	.25
Mar. 19, 1891	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$.	31	27	6	Mar. 19, 1897	.25
Dec. 20, 1890	SW. $\frac{1}{2}$.	33	27	6	Dec. 31, 1895	.50
Jan. 26, 1891	NE. $\frac{1}{2}$.	34	27	6	May 1, 1896	.45
Oct. 17, 1890	SE. $\frac{1}{2}$.	34			Oct. 17, 1895	.31
Oct. 17, 1890	W. $\frac{1}{2}$ SW. $\frac{1}{2}$.	35	27	6	Oct. 17, 1895	.35
Jan. 26, 1891	W. $\frac{1}{2}$ NW.	35			May 1, 1896	.45
Nov. 12, 1891	Lots 2, 3, 4, and 10, SE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and E. $\frac{1}{2}$ SW. $\frac{1}{2}$.	1	25	7	May 1, 1897	.10
Jan. 15, 1891	Lots 8 and 9.	1			Jan. 15, 1896	.10
Dec. 16, 1890	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$.	1			Dec. 31, 1895	.15
Jan. 28, 1891	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$.	1	1		Jan. 28, 1896	.10

374. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
Jan. 28, 1891	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ and SW. of NE. $\frac{1}{2}$	2	25	7	Jan. 28, 1896	\$0.10
Apr. 9, 1891	Lots 3 and 4.....	2			Apr. 9, 1896	.12 $\frac{1}{2}$
Apr. 9, 1891	Lots 1 and 2.....	2			Apr. 9, 1896	.12 $\frac{1}{2}$
June 9, 1891	SW. $\frac{1}{2}$ SE. $\frac{1}{2}$	2			June 9, 1896	.10
Oct. 6, 1891	SW. $\frac{1}{2}$ and SE. $\frac{1}{2}$ NW. $\frac{1}{2}$	2			Oct. 6, 1896	.15
Jan. 8, 1891	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	2			Dec. 3, 1895	.10
Jan. 8, 1891	Lot 1, SE. $\frac{1}{2}$ NE. $\frac{1}{2}$ and SE. $\frac{1}{2}$	3	25	6	Dec. 31, 1895	.10
Dec. 16, 1890	Lots 2, 3, and 4, SW. $\frac{1}{2}$ NE. $\frac{1}{2}$; SE. $\frac{1}{2}$ NW. $\frac{1}{2}$; E. $\frac{1}{2}$ SW. $\frac{1}{2}$	3	25	6	Dec. 31, 1895	.10
Apr. 2, 1891	SW. $\frac{1}{2}$ NW. $\frac{1}{2}$ and W. $\frac{1}{2}$ SW. $\frac{1}{2}$	3			Apr. 2, 1896	.10
Apr. 2, 1891	E. $\frac{1}{2}$ of SW. $\frac{1}{2}$ and SE. $\frac{1}{2}$	4	25	6	Apr. 2, 1896	.10
Dec. 9, 1890	Lots 1 and 2 and S. $\frac{1}{2}$ of NE. $\frac{1}{2}$	4			Dec. 31, 1895	.10
Jan. 5, 1892	NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ of SW. $\frac{1}{2}$	4			Jan. 5, 1897	.12 $\frac{1}{2}$
June 18, 1891	SW. $\frac{1}{2}$ SW. $\frac{1}{2}$	4	25	7	May 1, 1897	.16
						.10
						.25
Dec. 30, 1890	E. $\frac{1}{2}$ SE. $\frac{1}{2}$	5	25	7	May 1, 1896	.50
						.10
						.10
May 29, 1891	Lots 3 and 4 S. $\frac{1}{2}$ NW. $\frac{1}{2}$; N. $\frac{1}{2}$ SW. $\frac{1}{2}$ and SW. $\frac{1}{2}$ SW. $\frac{1}{2}$	5			May 1, 1896	.25
Feb. 2, 1891	W. $\frac{1}{2}$ SE. $\frac{1}{2}$	5			Feb. 2, 1896	.10
Dec. 17, 1891	Lot 2 and SW. $\frac{1}{2}$ NE. $\frac{1}{2}$	5			May 1, 1897	.25
June 18, 1891	Lot 1 and SE. $\frac{1}{2}$ NE. $\frac{1}{2}$	5			June 1, 1896	.10
Feb. 13, 1892	SE. $\frac{1}{2}$ SW. $\frac{1}{2}$	5			Feb. 13, 1897	.20
Apr. 23, 1891	Lots 1 and 2 and S. $\frac{1}{2}$ NE. $\frac{1}{2}$	6	25	7	Apr. 23, 1896	.25
Apr. 23, 1891	SE. $\frac{1}{2}$	6			Apr. 23, 1896	.10
						.25

375. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
Dec. 1, 1890	Lots 5, 6, and 7 and E. $\frac{1}{2}$ SW.....	6			Dec. 31, 1895	\$0.10
Dec. 16, 1890	Lots 3 and 4 and SE. $\frac{1}{2}$ NW. $\frac{1}{2}$	6			Dec. 31, 1895	.10
Dec. 17, 1890	SE. $\frac{1}{2}$ and the SW. $\frac{1}{2}$	3	26	7	May 1, 1896	.10
May 4, 1891	Lot 3 and SW. $\frac{1}{2}$ NW. $\frac{1}{2}$	3			May 4, 1897	.10
Dec. 16, 1890	S. $\frac{1}{2}$ SW. $\frac{1}{2}$	4	26	7	Dec. 31, 1895	.10
Dec. 29, 1890	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	4			May 1, 1896	.10
Sept. 6, 1890	Lots 1 and 2 and S. $\frac{1}{2}$ NE. $\frac{1}{2}$; NE. $\frac{1}{2}$ SW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SE. $\frac{1}{2}$	4			Jan. 1, 1896	.10
Jan. 13, 1892	Lots 3 and SE. $\frac{1}{2}$ NW. $\frac{1}{2}$	4			Jan. 13, 1896	.10
Jan. 19, 1891	Lots 3 and 4; S. $\frac{1}{2}$ NW. $\frac{1}{2}$ and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$	5	26	7	May 1, 1896	.10
Jan. 21, 1891	1 and 2 S. $\frac{1}{2}$ NE. $\frac{1}{2}$; N. $\frac{1}{2}$ SE. $\frac{1}{2}$ and NE. $\frac{1}{2}$ SW. $\frac{1}{2}$	5			May 1, 1896	.10
Dec. 9, 1890	N. $\frac{1}{2}$ SE. $\frac{1}{2}$	6	26	7	Dec. 31, 1895	.25
Apr. 13, 1891	S. $\frac{1}{2}$ SE. $\frac{1}{2}$	6			Apr. 13, 1897	.10
Apr. 13, 1891	Lots 3, 4, 6, and 7 and E. $\frac{1}{2}$ SW. $\frac{1}{2}$	6			Apr. 13, 1897	.25
May 7, 1891	Lots 1 and 2 and S. $\frac{1}{2}$ NE. $\frac{1}{2}$	6			May 7, 1897	.10
Dec. 9, 1890	SE. $\frac{1}{2}$	7	26	7	Dec. 9, 1895	.10
Dec. 9, 1890	NE. $\frac{1}{2}$	7			Dec. 31, 1895	.10
Dec. 22, 1890	Lots 3 and 4 and E. $\frac{1}{2}$ SW. $\frac{1}{2}$	7			Dec. 31, 1895	.10
Jan. 14, 1891	Lots 1 and 2 and E. $\frac{1}{2}$ NW. $\frac{1}{2}$	7			Jan. 14, 1896	.10

376. Exhibit 1.

Date of lease.	Description.	Sec.	Twsp.	Range.	Ex. of lease.	Price per acre.
Jan. 2, 1891	SW $\frac{1}{4}$	8	26	7	May 1, 1896	\$0.10
Apr. 8, 1891	SW $\frac{1}{4}$ SE $\frac{1}{4}$	8			Apr. 8, 1896	.10
Feb. 13, 1892	NW $\frac{1}{4}$	8			May 1, 1897	.10
Feb. 2, 1892	N $\frac{1}{2}$ SE $\frac{1}{2}$ and SE $\frac{1}{2}$ SE $\frac{1}{2}$; SE $\frac{1}{2}$ NE $\frac{1}{2}$	8	26	7	Feb. 2, 1897	.10
Dec. 22, 1890	NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$	9	26	7	Dec. 31, 1895	.10
Dec. 23, 1890	SE $\frac{1}{4}$ SE $\frac{1}{4}$	9			Dec. 22, 1895	.10
Jan. 27, 1891	NW $\frac{1}{4}$ NE $\frac{1}{4}$	9			Jan. 27, 1896	.10
Apr. 21, 1891	W $\frac{1}{2}$ SW $\frac{1}{2}$; S $\frac{1}{2}$ NW $\frac{1}{2}$; NE $\frac{1}{2}$ SW $\frac{1}{2}$	9			Apr. 21, 1896	.10
Apr. 22, 1891	W $\frac{1}{2}$ SE $\frac{1}{2}$	9			Apr. 22, 1896	.10
Sept. 3, 1890	E $\frac{1}{2}$ NE $\frac{1}{2}$ and SW $\frac{1}{2}$ NE $\frac{1}{2}$	9			Jan. 1, 1896	.10
Sept. 3, 1890	NW $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$	10	26	7	Jan. 1, 1896	.10
July 14, 1890	W $\frac{1}{2}$ NE $\frac{1}{2}$ and E $\frac{1}{2}$ NW $\frac{1}{2}$	10			Dec. 31, 1895	.10
Dec. 23, 1890	SW $\frac{1}{4}$	10			Dec. 22, 1895	.10
Apr. 8, 1891	N $\frac{1}{2}$ SE $\frac{1}{2}$ and SE $\frac{1}{2}$ SE $\frac{1}{2}$	10			Apr. 8, 1896	.10
Apr. 8, 1891	SW $\frac{1}{4}$ SE $\frac{1}{4}$	10			Apr. 8, 1896	.10
May 10, 1891	E $\frac{1}{2}$ NE $\frac{1}{2}$	10			May 10, 1897	.10
Dec. 9, 1890	W $\frac{1}{2}$ SW $\frac{1}{2}$	14	26	7	Dec. 31, 1895	.10
Dec. 22, 1890	NW $\frac{1}{4}$	14			Dec. 31, 1895	.10
May 19, 1891	NE $\frac{1}{4}$	14			May 1, 1896	.20
Jan. 21, 1891	NW $\frac{1}{4}$	15	26	7	May 1, 1897	.10
Aug. 27, 1892	N $\frac{1}{4}$ SE $\frac{1}{4}$	15			May 1, 1897	.10

377. Exhibit 1.

Date of lease.	Description.	Sec.	Twsp.	Range.	Ex. of lease.	Price per acre.
May 8, 1891	N $\frac{1}{2}$ SW	15			May 1, 1899	\$0.10
Apr. 29, 1891	S $\frac{1}{2}$ SE $\frac{1}{2}$	15			Apr. 22, 1896	.10
Jan. 29, 1891	S $\frac{1}{2}$ SW $\frac{1}{2}$	15			Jan. 1, 1897	.10
Dec. 23, 1890	N $\frac{1}{2}$ NE $\frac{1}{2}$ and SE $\frac{1}{2}$ NE $\frac{1}{2}$	16	26	7	Dec. 22, 1895	.10
Dec. 8, 1890	SW $\frac{1}{4}$ NE $\frac{1}{4}$	16			Dec. 31, 1895	.10
Dec. 15, 1890	E $\frac{1}{2}$ NW $\frac{1}{2}$	16			Dec. 31, 1895	.10
Dec. 17, 1890	SW $\frac{1}{4}$	16			Dec. 31, 1895	.10
Dec. 17, 1890	W $\frac{1}{2}$ NW $\frac{1}{2}$	16			Dec. 31, 1895	.10
Apr. 29, 1891	SW $\frac{1}{4}$	16			Apr. 29, 1897	.10
Apr. 29, 1891	N $\frac{1}{2}$ SE $\frac{1}{2}$ and SE $\frac{1}{2}$ SE $\frac{1}{2}$	17	26	7	Apr. 29, 1897	.10
Dec. 4, 1890	SW $\frac{1}{4}$ SE $\frac{1}{4}$	17			Dec. 31, 1895	.10
Dec. 16, 1890	NE $\frac{1}{4}$	17			Dec. 31, 1895	.10
Dec. 22, 1890	W $\frac{1}{2}$ NW $\frac{1}{2}$	17	26	7	Dec. 31, 1895	.10
Apr. 17, 1891	E $\frac{1}{2}$ NW $\frac{1}{2}$	17			Apr. 17, 1896	.10
Apr. 29, 1891	SE $\frac{1}{4}$ SW $\frac{1}{4}$	17			Apr. 29, 1896	.10
Mch. 25, 1892	N $\frac{1}{2}$ SW $\frac{1}{2}$	17			Mar. 1, 1897	.25
Feb. 10, 1892	SW $\frac{1}{4}$ SW $\frac{1}{4}$	17			Feb. 10, 1897	.25
Dec. 4, 1890	Lots 1 and 2 and E $\frac{1}{2}$ NW $\frac{1}{2}$	18	26	7	Dec. 31, 1895	.25
Jan. 13, 1891	W $\frac{1}{2}$ NE $\frac{1}{2}$	18			Jan. 13, 1896	.25
Jan. 2, 1892	E $\frac{1}{2}$ NE $\frac{1}{2}$ and E $\frac{1}{2}$ SE $\frac{1}{2}$	18			May 5, 1896	.25
Jan. 13, 1891	W $\frac{1}{2}$ SE $\frac{1}{2}$	18			Jan. 13, 1896	.10

378. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
May 2, 1891	Lots 3 and 4 and E. $\frac{1}{2}$ SW. $\frac{1}{4}$	18			May 2, 1896	\$0.10
Dec. 17, 1890	N. $\frac{1}{2}$ NE. $\frac{1}{4}$	19	26	7	Jan. 1, 1896	.25
Dec. 15, 1890	S. $\frac{1}{2}$ NE. $\frac{1}{4}$	19			Jan. 1, 1896	.10
Aug. 31, 1891	Lots 1 and 2 and E. $\frac{1}{2}$ NW. $\frac{1}{4}$	19			Jan. 1, 1897	.25
May 13, 1891	Lots 3 and 4 SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	19			May 13, 1896	.10
Jan. 13, 1891	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	19			Jan. 13, 1896	.25
Mar. 23, 1892	W. $\frac{1}{2}$ SE. $\frac{1}{4}$	19			Mar. 23, 1897	.10
Dec. 16, 1890	NE. $\frac{1}{4}$ SE. $\frac{1}{4}$	19			Jan. 1, 1896	.25
Feb. 18, 1892	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	19			Mar. 1, 1897	.10
Dec. 9, 1890	E. $\frac{1}{2}$ NE. $\frac{1}{4}$	20	26	7	Jan. 1, 1896	.25
Dec. 4, 1890	W. $\frac{1}{2}$ NE. $\frac{1}{4}$ and N. $\frac{1}{2}$ SE. $\frac{1}{4}$	20			Dec. 31, 1895	.10
Mar. 20, 1891	S. $\frac{1}{2}$ SE. $\frac{1}{4}$	20			Mar. 20, 1896	.25
May 1, 1891	E. $\frac{1}{2}$ NW. $\frac{1}{4}$	20			Jan. 1, 1897	.10
Apr. 11, 1891	W. $\frac{1}{2}$ NW. $\frac{1}{4}$	20			Apr. 11, 1896	.25
Dec. 22, 1891	N. $\frac{1}{2}$ SW. $\frac{1}{4}$	20			Dec. 22, 1896	.15
Apr. 29, 1891	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	20			Apr. 29, 1896	.10
Dec. 17, 1890	SE. SW. $\frac{1}{4}$	20			Jan. 1, 1896	.25
Dec. 3, 1890	E. $\frac{1}{2}$ NE. $\frac{1}{4}$; SW. $\frac{1}{4}$ NE. $\frac{1}{4}$; N. $\frac{1}{2}$ SE. $\frac{1}{4}$	21	26	7	Dec. 31, 1895	.10
Dec. 8, 1890	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	21			Dec. 31, 1895	.15
Dec. 8, 1890	NW. $\frac{1}{4}$ NE. $\frac{1}{4}$; NE. $\frac{1}{4}$ NW. $\frac{1}{4}$	21			Dec. 31, 1895	.25
Oct. 19, 1892	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ S. $\frac{1}{2}$ SW. $\frac{1}{4}$	21			Mar. 31, 1898	.10
Apr. 29, 1891	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	21	26	7	Apr. 29, 1896	.25
Dec. 9, 1890	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$; SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ W. $\frac{1}{2}$ NW. $\frac{1}{4}$	21			Jan. 1, 1896	.10

379. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
Dec. 15, 1890	NE. $\frac{1}{4}$	22	26	7	Dec. 31, 1895	\$0.10
Dec. 26, 1890	E. $\frac{1}{2}$ NW. $\frac{1}{4}$	22			May 1, 1896	.10
Dec. 3, 1890	W. $\frac{1}{2}$ NW. $\frac{1}{4}$	22			Dec. 31, 1895	.25
Dec. 15, 1890	SW. $\frac{1}{4}$; N. $\frac{1}{2}$ SE. $\frac{1}{4}$; SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	22			Dec. 31, 1895	.10
Apr. 28, 1891	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$	22			Apr. 28, 1896	.10
Dec. 8, 1890	NE. $\frac{1}{4}$ NE. $\frac{1}{4}$; S. $\frac{1}{2}$ NE. $\frac{1}{4}$; N. $\frac{1}{2}$ NW. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NW. $\frac{1}{4}$	23	26	7	Dec. 31, 1895	.10
Dec. 4, 1890	NW. $\frac{1}{4}$ NE. $\frac{1}{4}$	23			Dec. 31, 1895	.10
Dec. 15, 1890	S. $\frac{1}{2}$ SW. $\frac{1}{4}$; NW. $\frac{1}{4}$ SW. $\frac{1}{4}$; NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	23			Dec. 31, 1895	.10
Apr. 30, 1891	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$	23			Apr. 30, 1896	.10
Jan. 16, 1891	E. $\frac{1}{2}$ SE. $\frac{1}{4}$	23			Jan. 16, 1896	.10
Dec. 18, 1890	SW. $\frac{1}{4}$	24	26	7	Jan. 11, 1896	.10
Oct. 29, 1891	NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ and S. $\frac{1}{2}$ NW. $\frac{1}{4}$	25			Mar. 1, 1897	.10
May 9, 1891	NE. $\frac{1}{4}$ NW. $\frac{1}{4}$; S. $\frac{1}{2}$ NE. $\frac{1}{4}$; N. $\frac{1}{2}$ SE. $\frac{1}{4}$	25			May 9, 1896	.10
Dec. 22, 1890	SW. $\frac{1}{4}$	25			Jan. 1, 1896	.10
Jan. 10, 1891	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$	25			Jan. 1, 1896	[]
Dec. 30, 1890	E. $\frac{1}{2}$ NE. $\frac{1}{4}$ and NW. $\frac{1}{4}$ NE. $\frac{1}{4}$	26	27	7	Dec. 31, 1895	[]
Jan. 8, 1891	NW. $\frac{1}{4}$	26			Jan. 1, 18[]	[]
Dec. 2, 1890	SW. $\frac{1}{4}$	26			Jan. 1, []	[]
Jan. 1, 1891	SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	26			[] []	[]
May 1, 1893	N. $\frac{1}{2}$ SE. $\frac{1}{4}$	26			[] []	[]

380. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
Apr. 1, 1891	SW. SE. $\frac{1}{4}$	26			Apr. 1, 1894	\$0.10
Jan. 16, 1891	W. $\frac{1}{2}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SE. $\frac{1}{4}$	27	26	7	Jan. 1, 1894	.10
Dec. 16, 1890	NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ NE. $\frac{1}{4}$	27			Jan. 1, 1896	.10
Apr. 11, 1891	NE. $\frac{1}{4}$ NE. $\frac{1}{4}$; SW. $\frac{1}{4}$ NE. $\frac{1}{4}$	27			Apr. 11, 1896	.10
Sept. 9, 1892	NW. $\frac{1}{4}$ NE. $\frac{1}{4}$	27			Sept. 9, 1897	.10
Dec. 8, 1890	NW. $\frac{1}{4}$	27			Dec. 31, 1895	.15
Jan. 13, 1891	SW. $\frac{1}{4}$	27			Jan. 13, 1896	.10
Feb. 6, 1892	NE. $\frac{1}{4}$ NE. $\frac{1}{4}$	28	26	7	Mar. 1, 1896	.10
Oct. 19, 1892	NW. $\frac{1}{4}$ NE. $\frac{1}{4}$	28	26	7	Mar. 31, 1896	.25
Apr. 8, 1891	SE. $\frac{1}{4}$ NE. $\frac{1}{4}$	28			Apr. 8, 1896	.10
Jan. 9, 1891	SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NW. $\frac{1}{4}$	28			Jan. 8, 1896	.10
Sept. 19, 1892	S. $\frac{1}{2}$ SW. $\frac{1}{4}$	28			Mar. 1, 1897	.15
Dec. 17, 1890	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	28			Jan. 1, 1896	.10
Sept. 21, 1891	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and SE. $\frac{1}{4}$	28			Jan. 1, 1896	.15
Dec. 17, 1890	S. $\frac{1}{2}$ NE. $\frac{1}{4}$; NW. $\frac{1}{4}$ SW. $\frac{1}{4}$; E. $\frac{1}{2}$ SW. $\frac{1}{4}$ and SE. $\frac{1}{4}$	29	26	7	Jan. 1, 1896	.10
Dec. 22, 1890	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	29			May 1, 1896	.10
Mar. 20, 1891	N. $\frac{1}{2}$ NE. $\frac{1}{4}$	29			Mar. 20, 1896	.10
Mar. 17, 1891	NW. $\frac{1}{4}$	29			Dec. 31, 1895	.10
June 2, 1893	NE. $\frac{1}{4}$	30	26	7	Mar. 1, 1900	.25
May 13, 1891	Lots 1 and 2 and E. $\frac{1}{2}$ NW. $\frac{1}{4}$ (NW. $\frac{1}{4}$).....	30			May 13, 1896	.10

381. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
May 10, 1892	Lots 3 and 4 and E. $\frac{1}{2}$ SW. $\frac{1}{4}$ (SW. $\frac{1}{4}$).....	30			May 10, 1897	\$0.10
Dec. 18, 1890	N. $\frac{1}{2}$ SE. $\frac{1}{4}$	30			Jan. 1, 1896	.25
Dec. 18, 1890	S. $\frac{1}{2}$ SE. $\frac{1}{4}$	30			Jan. 1, 1896	.10
Jan. 8, 1891	Lot 1 (NW. $\frac{1}{4}$ NW. $\frac{1}{4}$).....	31	26	7	May 1, 1896	.10
Apr. 29, 1891	NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	31			Apr. 29, 1896	.15
Dec. 22, 1890	SE. $\frac{1}{4}$ NW. $\frac{1}{4}$; NE. $\frac{1}{4}$ SW. $\frac{1}{4}$, and NE. $\frac{1}{4}$	31			May 1, 1896	.15
Mar. 26, 1891	Lot 2 (SW. $\frac{1}{4}$ NW. $\frac{1}{4}$).....	31			Mar. 26, 1896	.10
Dec. 13, 1890	Lots 3 and 4 (W. $\frac{1}{2}$ SW. $\frac{1}{4}$).....	31			Dec. 31, 1895	.10
Oct. 6, 1891	SE. $\frac{1}{4}$	31			Oct. 6, 1896	.25
Apr. 29, 1891	NE. $\frac{1}{4}$ NE. $\frac{1}{4}$	32	26	7	Apr. 29, 1896	.15
Jan. 3, 1891	S. $\frac{1}{2}$ NE. $\frac{1}{4}$	32			May 1, 1896	.10
Mar. 22, 1892	NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ NW. $\frac{1}{4}$	32			Mar. 22, 1897	.25
June 13, 1893	W. $\frac{1}{2}$ NW. $\frac{1}{4}$	32			May 1, 1900	.25
Oct. 6, 1891	SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and E. $\frac{1}{2}$ SE. $\frac{1}{4}$	32			Oct. 6, 1896	.15
Dec. 18, 1890	NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SW. $\frac{1}{4}$	32			Dec. 31, 1895	.10
Apr. 21, 1891	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	32			Apr. 21, 1896	[—]
May 6, 1891	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	32			May 6, 1897	[—]

382. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
Oct. 9, 1891	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	32			Oct. 6, 1896	\$0.15
Dec. 6, 1890	N. $\frac{1}{2}$ NE. $\frac{1}{4}$	33	26	7	Dec. 31, 1895	.25
Sept. 9, 1891	NW. $\frac{1}{4}$	33			May 1, 1896	.10
Dec. 9, 1890	E. $\frac{1}{2}$ SW. $\frac{1}{4}$	33			Dec. 9, 1895	.15
Apr. 6, 1891	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	33			Apr. 6, 1896	.25
Apr. 29, 1891	SE. $\frac{1}{4}$ SW. $\frac{1}{4}$	33			Apr. 29, 1896	.10
Dec. 2, 1890	NE. $\frac{1}{4}$ SE. $\frac{1}{4}$	33			Dec. 31, 1895	.10
Dec. 22, 1890	NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ and S. $\frac{1}{2}$ SE. $\frac{1}{4}$	33			Dec. 31, 1895	.25
Jan. 16, 1891	NE. $\frac{1}{4}$ NE. $\frac{1}{4}$ and W. $\frac{1}{2}$ NE. $\frac{1}{4}$	34	26	7	Jan. 1, 1894	.10
Jan. 4, 1892	SE. $\frac{1}{4}$ NE. $\frac{1}{4}$	34			Mar. 1, 1896	.10
Dec. 2, 1890	NW. $\frac{1}{4}$	34			Dec. 31, 1895	.10
Dec. 2, 1890	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	34			Dec. 31, [—]	.25
Dec. 2, 1890	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	34			Dec. 31, 1895	.10
Dec. 2, 1890	NE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	34			Dec. 31, [—]	.10
Dec. 17, 1890	SE. $\frac{1}{4}$ SW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ SE. $\frac{1}{4}$	34			Dec. 31, 1895	.25
Dec. 19, 1891	N. $\frac{1}{2}$ NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ NW. $\frac{1}{4}$	35	26	7	May 1, 1897	.10
Jan. 23, 1891	S. $\frac{1}{2}$ NE. $\frac{1}{4}$ and NE. $\frac{1}{4}$ SE. $\frac{1}{4}$	35			Jan. 23, 1896	.50
Jan. 9, 1891	NW. $\frac{1}{4}$ NW. $\frac{1}{4}$	35			Jan. 1, 1894	.10
Dec. 30, 1891	S. $\frac{1}{2}$ NW. $\frac{1}{4}$	35			Dec. 30, 1895	.10

383. Exhibit 1.

Date of lease.	Description.	Sec.	Twp.	Range.	Ex. of lease.	Price per acre.
Dec. 16, 1891	NW. $\frac{1}{4}$ SE. $\frac{1}{4}$	35			Dec. 31, 1895	\$0.12 $\frac{1}{2}$
Apr. 9, 1891	S. $\frac{1}{2}$ SE. $\frac{1}{4}$	35			Apr. 9, 1896	.11
Apr. 16, 1891	E. $\frac{1}{2}$ SW. $\frac{1}{4}$	35			Dec. 31, 1895	.12 $\frac{1}{2}$
Jan. 8, 1891	NW. $\frac{1}{4}$ SW. $\frac{1}{4}$	35			May 1, 1896	.10
May 20, 1892	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	35			May 1, 1894	.10
Dec. 12, 1890	Lots 2 and 3 and E. $\frac{1}{2}$ NW. $\frac{1}{4}$	36	26	7	Jan. 1, 1896	.10
Jan. 10, 1891	NW. $\frac{1}{4}$ NW. $\frac{1}{4}$	36			Jan. 1, 1896	.10
Mar. 25, 1892	SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ and SW. $\frac{1}{4}$	36			May 1, 1896	.10
Apr. 29, 1891	SW. $\frac{1}{4}$ SE. $\frac{1}{4}$	36			Apr. 29, 1896	.15
Dec. 12, 1890	NW. SE.....	36			Dec. 31, 1895	.25
Jan. 28, 1891	Lots 3, 4, and 5, and SE. $\frac{1}{4}$ NE. $\frac{1}{4}$	31	27	7	May 1, 1897	.10
Apr. 16, 1891	SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ and the SE. $\frac{1}{4}$	31			Apr. 1, 1897	.25
Jan. 28, 1891	Lot 3.....	32	27	7	May 1, 1897	.25
Jan. 19, 1891	SW. $\frac{1}{4}$ SW. $\frac{1}{4}$	32			May 1, 1896	.10
Dec. 9, 1890	Lots 5 and 6 and S. $\frac{1}{2}$ NE. $\frac{1}{4}$	32			Dec. 31, 1895	.50
Jan. 24, 1891	Lots 3 and 4 and S. $\frac{1}{2}$ NW. $\frac{1}{4}$	33	27	7	Jan. 24, 1896	.30

384. Exhibit 2.

[Special Orders, No. 137.]

HEADQUARTERS OF THE ARMY,
ADJUTANT-GENERAL'S OFFICE,
Washington, June 17, 1893.

[Extract.]

7. The following order has been received from the President, Executive Mansion, Washington, June 16, 1893:

"Pursuant to a provision of chapter one hundred and sixty-four of the laws of the first session of the Fifty-second Congress, passed on the thirteenth day of July, 1892, which reads as follows:

"Provided, That from and after the passage of this act the President shall detail officers of the United States Army to act as Indian agents at all agencies where vacancies from any cause may hereafter occur, who, while acting as such agents,

shall be under the orders and direction of the Secretary of the Interior, except at agencies where, in the opinion of the President, the public service would be better promoted by the appointment of a civilian.'

I hereby detail the following officers of the United States Army to act as Indian agents at the agencies set opposite their respective names:

* * * * *

EXHIBIT D.—H. T. D.

Contract for farm labor and for sale and purchase of products.

This memorandum, in duplicate, made and entered into by and between _____, first party, and _____, second party, this _____ day of _____, 189—.

Witnesseth: That, whereas said _____ is the lease-hold owner of the following-described premises for an unexpired term running until the _____ day of _____ 189—, by a lease under and pursuant to the laws of the United States, and the Rules and Regulations of the Department of the Interior, covering _____, in Thurston County, State of Nebraska, the said parties, in consideration of the mutual covenants and agreements herein, have contracted and agreed as follows:

Said second party agrees to find himself with all necessary equipment, seed, supplies, and help necessary, and to perform all the work necessary to properly raise, secure, protect, and market crops on said premises to the full acreage thereof, said crops to be delivered at any market in said county or upon said premises, at the option of said _____, each year during the operation of this contract, to wit, for a period of _____ year from the _____ day of _____ 189—, in consideration of which and of the covenant of purchase herein the said first party hereby contracts that on or before the _____ day of _____ of each year hereunder he will sell to said second party all the crops then growing or being upon said premises, warranting the same to be free of incumbrance occasioned by the act or neglect of the first party or any person deriving authority from him and excepting from such warranty any taxes levied or assessed thereon.

Said second party agrees to purchase said crops in each of said years at or before the date last above mentioned, and to pay to the order of the first party, in addition to his labor as above, the sum of \$_____ in cash on or before said _____ day of _____ each year, provided, that if said second party, on or before said date, shall tender to said first party good negotiable promissory notes, bearing interest at the rate of _____ per centum per annum from _____, signed by himself and at least one responsible surety, acceptable at regular rates of discount by at least one banker in said county, or such other security as may be acceptable to said _____, payable to the order of said _____, one for \$_____, to become due in _____ months, one for \$_____, to become due in _____ months, one for \$_____, to become due in _____ months, from said _____ day of _____, in such year, and upon such sale after so making payment the title to said crops shall vest in said second party. Should said second party fail to make the payment promptly, as above required, time being considered as the essence of this contract, the said _____ shall have the right to declare this contract terminated, and discharge said second party, and the labor and supplies theretofore furnished by the second party shall be considered as fully paid for and satisfied in consideration of the privileges under this contract theretofore enjoyed by him.

Said second party shall have license to enter and remain upon said premises until his discharge or other termination of this contract, his actual occupancy being under and to inure to the benefit of the party of the first part, who shall always be considered as having the possession and shall always have free entry on said premises.

Said second party agrees to save harmless the first party, _____, from any damage to said premises or said leasehold interest created or suffered by the act or fault of the second party or his agent or employees, or any other person on his behalf.

It is expressly understood that said second party shall have no authority to procure by purchase, loan, or otherwise any supplies, or assistance, or other item of cost upon the credit of the first party, and shall at no time be considered as an agent of the first party for any purpose without express written authority therefor.

It is further agreed that if without fault due to the first party the second party shall for a space of ten days fail or shall refuse at any time to further perform any part of his agreements herein, said first party may forbid his further performance, and the rights and remedies of the second party hereunder shall cease and all benefits accruing by reason of covenants performed shall vest in and belong to the first party; and the sums unpaid, due, or to become due from said second party shall immediately become due and recoverable by action at law at the instance of the first party as his profits and damages under this contract upon the unexpired time of hiring and uncompleted sales hereunder, the said profits and damages being hereby stated, agreed to, and liquidated, and which balance as such liquidated damages the second party hereby agrees to pay immediately upon his default as aforesaid.

It is further agreed that this contract shall be held to be a personal contract, non-transferrable, and binding as well upon the heirs, executors, and administrators of the several parties hereto.

Witness our hands this _____ day of _____, 189—.

Signed and delivered in the presence of—

EXHIBIT E.—H. T. D.

FARMING AND GRAZING LEASE.

Indenture of lease, in triplicate, made and entered into this _____ day of _____, A. D. 189—, by and between _____, of _____ in the _____ of _____, an allottee of the _____ tribe of Indians, party of the first part, and _____, of _____, in the county of _____, in the _____ of _____, party of the second part, in pursuance of the provisions of the third section of an act of Congress approved February 28, 1891 (26 Stats., 795), it having been made to appear to the Secretary of the Interior that the said _____ is by reason of _____ unable personally and with benefit to occupy or improve _____ allotment, hereinafter described.

Now this indenture witnesseth, that the said party of the first part, for and in consideration of the sum of one dollar paid _____ by the said party of the second part, the receipt whereof is hereby acknowledged, and in consideration of the rents to be paid as hereinafter specified, and of the covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid, kept, and performed by the said party of the second part, his executors, administrators, and assigns, hereby lets and leases to the said party of the second part, his executors, administrators, and assigns, the following described tract of land, to wit: The _____ of section _____ of township _____ of range _____, in the county of _____ in the _____, containing _____ acres, more or less, for the full term of _____ years from the date hereof for farming and grazing purposes only, with the right to use and occupy said land and premises herein leased, and so much of the timber and building stone found thereon as may be fairly necessary with which to construct all dwelling houses, buildings, fences, and other improvements upon said land that may be needful and proper for the use and occupancy of the same for farming and grazing purposes, also the right to obtain fuel from the land for proper and reasonable use on the premises, as is customary in such cases, but it is expressly agreed that said party of the first part is not bound to erect any buildings or to make any other improvements on said land, and reserves the right to go upon and visit said land at such reasonable times as may be desired to examine the condition of the same.

In consideration of which the said party of the second part hereby agrees and binds himself, his executors, administrators, assigns, and sublessees to pay or cause to be paid to the party of the first part, _____ executors, administrators, and assigns at _____ the sum of _____ dollars (\$_____) per annum, the same being at the estimated rate of _____ per acre for the _____ acres contained in said premises herein leased, said sum to be paid in lawful money of the United States in semiannual payments, to wit, on the first day of _____, 189—, and on the _____ day of _____, 189—.

*(And the said party of the second part covenants and agrees that he will break up and prepare in proper husbandlike manner, not less than _____ acres thereof at the proper time in each year during the continuance of said lease, and shall cultivate and improve the same in like good husbandry each year thereafter during such continuance; and there shall be a lien upon the crops grown or raised thereon as security for the payment of the rent.)

†(And the said party of the second part covenants and agrees that he will put upon said land and premises, for the purpose of grazing, only the following kinds and species of animals, to wit, _____, and that he will not pasture or graze on said land and premises an unreasonable number of animals for the grass and pasturage afforded by the same, nor graze or pasture the same in a manner contrary to the usual customs in practice in the locality where the land lies, or so as to unreasonably and improperly destroy or injure the herbs or grasses thereon, and there shall be a lien upon all cattle or other animals pasturing or grazing upon the land and premises herein leased, or that may be placed upon the premises under this lease, as security for the payment of the rent.)

And the said party of the second part further covenants and agrees that he will comply with all quarantine laws or customs in force where said land and premises are situate, as to excluding diseased or infected cattle or other animals from the

* This clause to be stricken out if lease be for grazing only.

† This clause to be stricken out if lease be for farming only.

premises, and will comply with such regulations as may be adopted by the Secretary of the Interior in the matter, and will comply with all the regulations at any time adopted by said Secretary to prevent other allotments or holdings of individual Indians or any tribal lands from damage or interference by his cattle or other animals, and will not in any manner intrude on other Indian allotments or holdings, and will erect and maintain all proper fences on the said land herein leased that may be required by the local laws or customs in force or prevailing in the locality where the land lies, and will use the land solely for the purposes for which herein leased, and that he will not commit or permit any waste upon said land, nor destroy any trees thereon which from their situation are particularly desirable for shade or ornament, nor permit any nuisance to be maintained on the premises, nor allow any intoxicating liquors to be sold or given away to be used as a beverage on the premises, and that he will not use or allow to be used the premises for any other purpose than that authorized in the lease, and that if said lease is not renewed he will peaceably permit the party of the first part or the succeeding tenant to go upon the premises at the proper time to seed such crop as — may desire to place on said land; and that he will not remove therefrom any houses, buildings, fences, or other improvements erected thereon during the time for which said land is hereby leased by him, but said houses, buildings, fences, or other improvements shall remain a part of said land and become the property of the party of the first part as a portion of the consideration for this lease in addition to the other considerations herein named, and that he will surrender and return said land and premises at the expiration of this lease in as good condition as when received, ordinary wear and tear in the proper use of the same for the purpose hereinbefore indicated and unavoidable accidents excepted; that he will not at any time during the period for which said land and premises are herein leased, assign, lease, convey, or transfer any of his or their estate, interest, or term, or any part thereof in the same, or the appurtenances thereto, or sublet the same to any person or persons whomsoever, without the consent thereto of the party of the first part in writing being first obtained and the same approved by the Secretary of the Interior; and that he will not pay any rents in advance without the approval of the Secretary of the Interior in writing.

And the said party of the second part further agrees and covenants that should the Secretary of the Interior for the time being at any time notify him not to make any payments of rents to said party of the first part under a belief that the party of the first part would squander or improvidently use or dispose of the same or be prevented from obtaining the proper benefit thereof, he will pay said rents only to such person or persons as the Secretary may direct in accordance with such notice, for the use and benefit of the party of the first part; that he will not recognize any transfer or assignment of said rents made by said party of the first part without the approval of said Secretary of the Interior, and will pay the same only to the party of the first part in proper person or on such approved assignment.

And said parties of the first and second parts each for themselves, their executors, administrators, and assigns, covenant and agree that this indenture is made with the express proviso that if any of said rents shall remain unpaid for thirty days after the same shall have become payable as aforesaid, or if the party of the second part shall, in violation of this indenture and without the consent of the party of the first part and the Secretary of the Interior, assign this lease or underlet or otherwise dispose of the whole or any part of said leased premises, or use the same for any purpose save that hereinbefore authorized and agreed upon, or shall commit waste or suffer it to be committed on said premises, or misuse or fail to take proper care of the same, or shall pay or surrender said rents to any person other than the party of the first part or — executors or administrators, or to such person as — may assign the same with the approval of the Secretary of the Interior, or the Secretary of the Interior may appoint to receive the same, or shall fail to keep and perform all other agreements and covenants contained in this indenture, then, or in either of such contingencies, this lease shall thereupon expire at the option and election of the party of the first part or — executors, administrators, and assigns, with the approval of the Secretary of the Interior, without notice or demand from the said party of the first part, and said party of the first part may reenter upon said premises and repossess and recover the same, and without such reentry and without demand for rent, said party of the first part may recover possession thereof in the manner prescribed by law relating to proceedings in such cases.

This indenture of lease shall be valid and binding only after having the approval of the Secretary of the Interior indorsed thereon.

In witness whereof the said parties of the first and second parts have hereunto set their hands and seals the day and year first above written.

_____. [SEAL.]
 _____ [SEAL.]

Signed and sealed in the presence of—

On this — day of —, 189—, personally appeared before me, U. S. Indian agent, the above-mentioned — and acknowledged the signing and sealing of the above indenture of lease to be their free act and deed.

— U. S. Indian Agent.

In consideration of the letting of the premises described in the foregoing indenture of lease and of the sum of one dollar to each of us in hand paid, the receipt whereof is hereby acknowledged, we, the undersigned, — and — of —, in the county of —, State of —, hereby become sureties for the punctual payment of all the rents and the performance of all the covenants and agreements in the above indenture of lease, to be paid and performed by —, the party of the second part named therein, and if any default shall be made therein we do hereby promise and agree to pay on demand unto the above-named lessor such sum or sums of money as will be sufficient to make up such deficiency and fully satisfy all the conditions, covenants, and agreements contained in said lease of indenture, without requiring any notice of nonpayment or proof of demand being made. And we do hereby bind ourselves, our heirs, executors, and administrators jointly and severally, firmly by these presents.

Signed and sealed this — day of —, 189—.

— [SEAL.]
— [SEAL.]

Witnesses:

—
—

VERIFICATION OF SURETIES.

—, — County, ss:

—, the sureties to the foregoing indenture of lease, being duly sworn and severally examined by me, state that they signed the foregoing obligation as sureties for the lessee under the annexed lease, and that they and each of them, respectively, own and possess property over and above all debts, liabilities, and legal exemptions, of the value and worth of the sum placed opposite their names.

—, \$
—, \$

Subscribed and sworn to before me this — day of —, 189—.

[SEAL.]

—
Judge of the — Court.

AGENT'S CERTIFICATE.

I, the undersigned, —, U. S. Indian agent at the — Agency, do hereby certify on honor that the above-named —, party of the first part to the foregoing indenture of lease made the — day of —, 189—, with said —, party of the second part, is the identical person (or the guardian or legal representative thereof) to whom the tract of land described in and covered by said lease was allotted.

I further certify on honor that said — can not personally and with benefit to — occupy or improve the premises described in and covered by the said indenture, for the reason that — and that I have personally visited the said tract of land and examined the character of the same as far as it was practicable for me to do so, and I find that —.

I have also secured the written testimony of —, credible, disinterested persons, fully competent to judge of such matters as to the character and quality of said land; and I am satisfied therefrom that it would be to the manifest advantage of the allottee to authorize the lease, and that the land can be occupied, used, and improved more advantageously and profitably for the purposes named in the lease than for the other purposes named in the said act, and I consider the said rent agreed upon to be a full, fair, just, and reasonable rental for said premises, and the most desirable obtainable.

I further certify from my personal knowledge and from general reputation that the allottee is —, and that the proposed lessee is —, and in my judgment the presence of the said lessee will be beneficial to the Indians.

I further certify that the contents, purport, and effect of the lease were explained to and fully understood by the lessor, and that said lease was signed and sealed in my presence and is in every respect free from fraud or deception, and that I am in no respect interested in said lease.

— Agency, —, 189—.

—, U. S. Indian Agent.

EXHIBIT F.—H. T. D.

FLOURNOY, NEB., July 17, 1895.

I, Ben Benson, am a resident of the Winnebago Res., and live on sec. one, T. 26, R. 6. I went to the agency in March, 1895, to re-lease my land, as there was dissatisfaction. The Captain told me to get Mr. Smith to wait for twenty days, then he would lease me the land. Then I went back in April of the same year; then they told me that Ashford had the land. I went to Mr. Ashford; he told me I could get the land by paying him one hundred and twenty-five dollars in cash. I did not lease of them at the time. Then the Ashford Bros. came to my place in June and told me that they would have to have 150 dollars to make me a lease. I told them I would come over within fifteen days. They said I must settle then with them or it would cost me more. Then I went over a few days before the fourth. I seen Ashford; he wouldn't give me any satisfaction at all. In a few days after that they come with thirteen police and put me off by loading and hauling my household goods and machinery off the premises by force. Then I went to the agency the 6th July to try to lease again. The Ashfords then wanted \$225, which I agreed to pay by them giving me a lease, as I supposed, but when I got it it proved to be a receipt for money I paid him, which was written on a paper sack, and read as follows:

JULY 6TH, 1895.

"Rec'd of Ben Benson payment in full for damages done in farming the One Horn Land on the Winnebago Reservation for the year 1895.

"THOMAS ASHFORD, Jr."

BEN BENSON.

EXHIBIT G.—H. T. D.

STATE OF NEBRASKA, *Thurston County, ss:*

I, John Gunderson, being first duly sworn, on oath depose and say that I am a resident of Thurston County, Nebraska; that affiant leased the N. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of sec. 15, township 24, range 8 east, on the Omaha Reservation in Thurston County, of the individual Indian allottee, Ma Ma She Hia The, for the period of three years. That as for consideration for said lease affiant agreed to break up said land and pay said Indian the sum of \$1.00 per acre for each year, payable March 1st. That said land was unbroken and unimproved; that after the advent of Captain William H. Beck affiant was notified that his lease was illegal and that he would be required to obtain a lease through the agency office; that affiant in company with the Indian allottee called on Captain Beck for the purpose of obtaining a satisfactory lease; Captain Beck was informed that this land formerly belonged to a deceased Indian and had been submitted to probate under the laws of the State of Nebraska, and an administrator appointed whose name was Harry Lyon; that said administrator, together with all of the heirs, had joined in the execution of said lease to this affiant. Captain Beck informed affiant that said land had been administered upon by the probate court, and that the lease executed by the administrator and the heirs was a good and valid lease, and that the Indians would be compelled as well as affiant to fulfill the conditions of said lease.

At two different times affiant had talks with Captain Beck concerning affiant's land, at which times Captain Beck assured affiant that his lease was all right and that he could not secure a lease through that office. These conversations were had during the fall of 1893; that early in the spring of 1894 affiant was informed that his land had been leased through Captain Beck by a man by the name of Bushlman; that Mr. Bushlman informed affiant that he must not go upon the land to sow or plant any crops, for the reason that he had the only legal and binding lease on said premises, which was obtained through Captain Beck in March, 1894; that said Bushlman has continued to use and occupy said premises and to use and occupy the improvements placed thereon by this affiant, without remuneration or permission from this affiant.

Affiant has paid the rent due to the Indian for the year that affiant occupied said land; that affiant has always been willing and ready and capable of complying with any and all conditions which Captain Beck or the Indian Department might require for the leasing of said land, but that affiant has been misled by the statements of Captain Beck and grossly deceived, and, without opportunity to re-lease, affiant's land has been wrongfully taken from him. That after affiant was defeated in the use of said land he then rented a piece of land on the Omaha Reservation, of one Charles Snyder; that said Charles Snyder is the same person who was formerly farmer at the Winnebago Agency, resigning his position in the spring of 1895; that affiant pays said Snyder as rent therefor the sum of \$2.00 per acre. Further affiant sayeth not.

In presence of—

JOHN (his x mark) GUNDERSON.

FRED JENNEWEIN.

Subscribed in my presence and sworn to before me by John Gunderson this 26th day of July, A. D. 1895.

GUY T. GRAVES, *Notary Public.*

EXHIBIT H.—H. T. D.

EMERSON, NEBR., *July 24, 1895.*

I, Joseph Dailey, being first duly sworn, do depose and say that I am a resident of Thurston Co., Nebr., and a leasor of land under the Flournoy Co., on the Winnebago Indian Reservation; that I am personally acquainted with Fred Jennewein, and that we have looked after our lands together; that one or both of us have been to the agency to see about leasing our land on the following dates: Sept., 1893, Jan. 4th, Jan. 15th, Jan. 30th, Feb. 2d Feb, 12th, 1895; that said Fred Jennewein was on each and every one of these dates unable to lease his land, they putting him off with one pretense or another. I was present 13th of April, 1895, after Ashford had turned the lease over to him, and heard him urge Sloan and David St. Cyr to finish his lease, and he told them that he was ready and willing to fulfill all the requirements of the law, but they positively refused to do anything about it, giving as a cause that Ashford was not there.

JOSEPH DAILEY.

Sworn to before me this 25th day of July, 1895.

THOMAS INGRAM,
Justice of the Peace in Perry Precinct, Thurston Co.

EXHIBIT I.—H. T. D.

HOMER, NEBR., *July 26, 1895.*

Hon. W. V. ALLEN, *Madison, Nebr.*

DEAR SIR: The day that you were at the Winnebago Agency I had a long talk with Judge Norris, of Ponca. He tells me that you are very much interested in this Indian question. I have no landed, money, or trading interest in the fight. I have lived right here, and have had dealings with the Indians almost continually since 1868. I have watched every change of agents since I have been here, and I must say of all the rotten, disreputable administrations Captain Beck's is the worst. Take his son John—has been a drunken, gambling, prostituting vagabond. His trader, John Ashford, has been convicted of selling whisky to the Indians. He is reported to be prostituting the squaws; keeping a place of bad resort. If you could see Attorney R. E. Evans, of Dakota City, and ex-Judge Warner, and Mell C. Jay, of the same place, all this can be proved, as they have written statements of the same.

Judge Norris tells me that you would favor moving the Indians to the Indian Territory. Their consent can be had very readily. The first move would be to remove Capt. Beck and get an agent that would favor this move. Then arrangements could be made in council of the tribes. The Omahas and Winnebagoes send large delegations to the Territory every year, and I know that a large majority are in favor of the move. I have a letter of introduction to you from Judge Norris, and I would like very much to see you in this matter, but I may not be able to come and see you for some time, as the harvest is here and I shall be very busy for the next few months. I do hope, however, that you may be able to save the settlers on the reserve from as bad a gang of scoundrels as ever disgraced a peaceable and law-abiding country.

I am, very respectfully,

S. A. COMBS.

EXHIBIT J.—H. T. D.

[Telegram.]

MADISON, NEBR., *July 27, 1895.*

Hon. JOHN M. REYNOLDS,

Acting Secretary of the Interior, Washington, D. C.:

Course you suggest can not be pursued, for reasons appearing in the evidence taken by us. It will be a moral crime to evict the settlers without giving them an opportunity to harvest their crops. Considerations of humanity and justice demand prompt action on the lines indicated in previous dispatch and in letter.

WM. V. ALLEN.

EXHIBIT K.—H. T. D.

MADISON, NEBR., *July 29, 1895.*

SIR: I have the honor to acknowledge the receipt of your telegram of the 26th instant in reply to a telegraphic message sent to Hon. Hoke Smith, Secretary of the Department of the Interior, by my colleagues and myself while at Pender making an investigation of affairs at the Omaha and Winnebago Agency.

I regret very much that you should pronounce judgment in the premises without first reading the letter we had the honor to forward to you the next day, and especially in view of the fact that you were informed in the message that such a letter would be sent without delay.

My colleague, Senator Thurston, has submitted to me a copy of a letter addressed by him to you on the 27th instant, the purpose and policy of which I fully approve. It is needless for me to do more at this time than to say that he has set forth the main facts as they appear in the evidence taken by us. Perhaps I should add that there are other matters appearing in the evidence of an important character which his letter does not state and which I have no desire at this time to repeat.

I have the utmost confidence in the personal integrity of Captain Beck, but I believe that he is surrounded by a class of men whose conduct ought to be investigated, and that the Captain is blind to the situation and their purpose. I am just in receipt of a letter which leads me to believe that the post trader has been guilty of selling liquor to the Indians. The charge is directly made by a citizen of good standing near the reservation. There are other matters, such as dealing in public lands by clerks and others more or less closely connected with the agency, that should be investigated, which are in plain violation of a keen sense of honor.

I am well satisfied that there is an attempt on the part of some men, embracing the post trader, his brother, and others in official and semiofficial positions, to obtain control of a vast tract of Indian lands for their own profit, and this I regard as highly reprehensible, and I believe it to be your duty, as it should be your pleasure, to stop it.

I have no sympathy with the Flournoy Company, and I have as little sympathy with those who are making a fight against them. I believe it to be a case of tweedledum and tweedledee, if this ancient expression is understood and rightly applied by you.

The evidence that we had the honor to take at our recent investigation is being transcribed and will be forwarded to you as speedily as possible for your information. In this connection permit me to suggest that in my judgment it would have been altogether proper for the Interior Department to have suspended judgment in this case until it was fully informed of the facts; while I am not at all sensitive on points of official courtesy, I may be permitted to say that I think a due regard to the laws of courtesy would have demanded as much as this at the hands of your Department. I have been, and am yet, friendly to Captain Beck. I will not believe that he is implicated in anyway in an attempt to obtain possession of these lands until I hear further evidence, but I shall certainly insist at the approaching session of Congress that a thorough and rigid investigation be made of the manner in which and persons to whom the Indian lands are being and have been leased, and that nothing shall be left undone to reveal the entire truth.

I want to impress upon your mind that the settlers whose interests are involved in this controversy are law-abiding and peaceable citizens, and any reports that may have reached you to the contrary, no matter from what source, private or official, are untrustworthy. There is no exceptional lawlessness on the reservation, except such as exists in consequence of irresponsible persons being permitted to enter and sell liquor to the Indians, and misdemeanors and crimes sometimes result from it, but the men who commit these offenses are not settlers, nor are crimes encouraged by them. I say this to you in the face of information that you may have to the contrary. I am a citizen of the State of Nebraska, and somewhat familiar with its people, and for eleven years have lived within 75 miles of the reservation. I know these people and their character. I can not be deceived in regard to them. A stranger who may go there and communicate with the agent or his friends may be deceived, and in such a case I am sufficiently egotistical to believe that my judgment would be better than his.

I will not pursue this matter further than to say, as I said to you in my last dispatch, that if you permit these settlers to be evicted without affording them an opportunity to gather their crops you will, in my judgment, be guilty of a crime against their equitable rights.

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

WM. O. ALLEN.

Hon. JOHN M. REYNOLDS,
Acting Secretary of the Interior, Washington, D. C.

EXHIBIT L.—H. T. D.

[Copy of telegram.]

OMAHA, NEBR., July 29, 1895.

Hon. JOHN M. REYNOLDS,
Acting Secretary of Interior, Washington, D. C.:

Your telegram forwarded and just at hand. Settlers have not been allowed to lease under Department regulations, as you suggest. Those who have incurred displeasure of agent in efforts to protect families and property through the courts are referred to parties who have leased their lands for speculative purposes for terms and conditions of settlement, the penalty for refusal to accept which being eviction. The

issues in controversy are pending in Supreme Court of United States undetermined, and I know of no good reason why administrative should assume functions of judicial branch of Government and prejudice the rights of these honest toiling citizens by evicting them with force in the harvest time and confiscating their property. Every principle of equity and justice dictates pursuance of policy indicated in our letter to Department. Have read telegram of Senator Allen and personal letter and telegram of Senator Thurston to you, and all therein contained has my unqualified indorsement and approval.

GEORGE D. MEIKLEJOHN.

EXHIBIT M.—H. T. D.

JULY 27, 1895.

Your wire forwarded here, just received.

Please see joint letter delegation mailed yesterday. This letter is very conservative statement of unanimous opinion our delegation. Under existing circumstances forcible eviction of settlers from the homes built by themselves, even if authorized by the law, which is more than doubtful, would be act of barbarism not to be tolerated under free government.

Our delegation satisfied most of settlers, used every reasonable endeavor to secure leases from agent, and were prevented by condition of affairs so serious that we have urged immediate and searching investigation of affairs of agency, failure to direct which will compel our delegation to ask Congress for thorough Congressional investigation. Urge you from every consideration of justice, mercy, and welfare, both of Indians and settlers, to direct that no more forcible evictions be attempted. Impossible to believe your department understands or has been informed of actual facts existing at agency. See my letter this date.

JNO. M. THURSTON.

JOHN M. REYNOLDS,

Acting Secretary of the Interior, Washington, D. C.

EXHIBIT N.—H. T. D.

OMAHA, NEBR., July 27, 1895.

SIR: Our delegation, which conducted a three days' impartial investigation at the Omaha and Winnebago Agency, united on the 25th in a joint letter to the Secretary of the Interior, expressing a very conservative view as to the actual situation at the agency and urging upon the Department that no further evictions be attempted until the settlers had an opportunity to gather and dispose of all growing crops, and urging that an immediate and thorough investigation of the affairs of the agency be directed by you. I should have been content to rest the matter upon the joint letter of our delegation, but your telegram of the 26th repeated to me at Omaha seems to call for some further statement on my part.

The serious, if not alarming, situation of affairs at the agency seemed to impose upon the Nebraska delegation the duty of personally informing ourselves of all the attendant facts and circumstances which have led up to the existing conflict between Federal and State authorities, and to the intense feeling of hostility between the administrative officer of the agency, the settlers upon the reservation, and the citizens of the State of Nebraska living in the immediate vicinity. Our delegation fixed a date for this inquiry, of which all parties in interest were fully advised by publication in the newspapers, and of which Captain Beck was duly notified by letter from Senator Allen, as I am informed. In order that the character and method of our procedure might not be unjustly criticised by any party feeling aggrieved, we secured the services of the official stenographer of the judicial district and have caused all statements and proceedings to be taken in shorthand with a view of laying the record before your Department and before the Congress of the United States.

I think I can speak for the whole delegation in saying that we entered upon this inquiry most favorably inclined toward the officer in charge of the agency, and of his administration of its affairs under direction of your Department, and with every presumption that all action taken by the Department and its representatives at the agency was not only lawful, but right and proper from every possible standpoint. We invited Captain Beck and all parties interested at the agency, and also all settlers and persons having alleged grievances, to be present at all of our sittings, make such presentation as they desired, and present such evidence as might throw any light upon the situation. We remained in session until all parties who desired had been fully heard, and no one was denied the privilege of being fully and impartially heard.

It is true that our investigation was unofficial, and we were powerless to pursue our inquiry to satisfactory results because of our inability to compel the attendance of witnesses and the production of documentary evidence.

I think I am justified in saying, that at the close of our investigation we were unanimously of the opinion that there were the gravest possible reasons for an immediate, searching, and, as far as possible, public investigation of the management of the affairs of that agency; and I believe it is the agreed purpose of our entire delegation, in obedience to a sense of high public duty, to insist upon a Congressional investigation at the opening of Congress, unless in the meantime the action of your Department renders such Congressional action unnecessary.

Taking it for granted that the Flournoy Company illegally leased the lands allotted in severalty to the Winnebago Indians, and that every action of that company, from first to last, has been unjustifiable; and further taking it for granted that that company overreached the Indians in the securing of its original contracts, the fact, nevertheless, remains that prior to the act of Congress of 1893 a large number of simple-minded, honest, industrious farmers went upon the reservation under leases from the Flournoy Company, and without opposition by the Government or its representatives, and with full knowledge of the situation by the agency officials, established their homes on these leased lands, built their little humble houses, moved in their families, broke up the virgin soil, and by the sweat of their brows and the toil of their hands converted unproductive prairie into cultivated farms, until to-day the entire tract in possession of these settlers presents as fine a picture of agricultural development as can be found in any section of this western country.

All but about sixty of these settlers have either been permitted to re-lease through the agency or have been permitted to remain for the present year under arrangement with some of the subordinates at the agency, which we can not believe have been officially reported to your Department, and we are thoroughly satisfied that the greater proportion of the remaining sixty repeatedly and persistently made every reasonable effort to re-lease their lands from the agent in charge, and that they were prevented from so doing by an apparently systematic dilatory course of procedure on the part of the agency subordinates, until their crops for the present year had been sown, when they were informed that their lands were rented to others who were, as we believe, in almost all cases either speculative lessees or parties so intimately connected with the official conduct of affairs at the agency as to cast the strongest possible doubt upon the propriety of their action in taking leases for the current year upon lands in possession of settlers, and after the crops were in the ground.

It is apparent that the lands from which it is sought to evict settlers would not have been seeded the present year by any other parties; and had they not put in their crops the land would have been waste at the present time. It is also apparent that the permanent improvements placed by these settlers on the lands are more than ample to secure to the Indian owners any rent which may be their just due for the current year. And the fact ought not to be overlooked that the cultivation of these lands by the settlers has so far enhanced their agricultural value that they can be readily leased for succeeding years at \$2.50 per acre, whereas the agency officials are now making leases of entirely similar lands, not improved, for grazing purposes, at 25 to 50 cents per acre.

You ask why we should not advise these settlers to take leases under the Department regulations of the lands they now occupy. We would do so, and have done so, but almost all of these settlers against whom forcible eviction is sought have been notified by the agency officials that the lands they occupy are already under lease to other parties. In addition to which, many of these have been notified in most positive terms that those who have participated in any legal procedure designed to test or protect their rights, or their supposed rights, would not be permitted to make application for leases at all, either of the lands they now occupy or of any others on the reservation.

Our investigation satisfies us beyond all peradventure that the entire body of settlers against whom eviction is still sought are poor, industrious, peaceable, law-abiding, respectable men; more than half of them have wives and children living in their little cabins upon the farms they have cultivated. Whatever has been done by the Flournoy Company or other parties to bring about the state of hostility which undoubtedly exists between the officials of the agency and the citizens of adjoining localities has been in no part participated in by these humble settlers themselves. Every one of them is dependent upon the present crop for the means with which to procure the necessaries of life for themselves and families during the coming winter. To forcibly evict these people from their homes, pending the maturity, harvesting, and removal of their crops, would be an act of barbarity not consistent with our theory of government, and which we, as accredited representatives of the State of Nebraska in the Congress of the United States, ought not for a moment to permit, if any action upon our part can avert it.

So far as the legal aspect of the case is concerned, I do not desire at the present time to take any position. I may be called upon in the Senate to take official action, and I would not commit myself in advance. But I beg to suggest that every adult

Indian at the Omaha and Winnebago Agency has been granted his land in severalty and has become a citizen of the State of Nebraska and of the United States. The county organization of Thurston County has been extended to the entire agency; it is divided into precincts, road districts, and school districts; the county is expending its money for the construction of roads and the building of bridges; in some of the school districts there are schoolhouses built and schools established and in operation under the laws of the State; precinct officers have been elected in the different precincts, and those justices of the peace elected in precincts wholly within the reservation, and by the votes of the Indian citizens and others residing therein, have been and are being recognized by your Department and the judicial officers of the district of Nebraska, and criminal complaints have been made to and arrests ordered by these justices of the peace at the instance of the Government officials. It is at least a matter of serious doubt that this reservation can be termed "Indian country" under the statutes of the United States.

It is a matter of still graver doubt as to whether or not these Indians on that reservation, being citizens of the United States and of the State of Nebraska, can be organized into a police force by the agent in charge and given power to remove persons and property from the reservation by force; and it is a matter of still graver doubt as to whether the peaceable home of a man who has been living on that reservation for years can be forcibly entered by these police and his family and effects removed therefrom and beyond the boundaries of the agency without any character or kind of judicial process. It is a fundamental doctrine of our constitutional theory that no man can be deprived of his property without due process of law, and it is to be hoped that this constitutional guarantee is a living reality and not a mere governmental fiction.

I have carefully refrained from expressing any views I may hold as to the underlying causes which are responsible for the present strained and dangerous relations between the agency and the outside population, but I have no doubt they can be readily ascertained by a thorough and impartial investigation. I am equally well satisfied that when ascertained the views of your Department will be materially modified.

Respectfully submitted.

JNO. M. THURSTON.

Hon. JNO. M. REYNOLDS,
Acting Secretary of the Interior, Washington, D. C.

EXHIBIT O.—H. T. D.

HASTINGS, NEBR., July 31, 1895.

SIR: On my return from an absence of three days I find a letter from Senator John M. Thurston transmitting to me copies of his telegram and letter addressed to you on the 27th instant.

I write chiefly for the purpose of saying that the Senator's telegram and letter meet my hearty approval. Fidelity to public duty compelled us to make the recommendations set forth in our joint letter addressed to the Secretary of the Interior on the 25th instant. In this connection it seems proper to add the following:

First. A correct understanding of the circumstances under which we made our recent visit to the Omaha and Winnebago agencies will show that our meeting was held in response to the expressed desire of all concerned.

Second. Our examination was so directed that all were given an impartial hearing, and any person having a written record of official acts performed in harmony with honesty, equity, justice, and law could have no just cause for complaint. It is commonly supposed that such a person would be the first and most anxious to present his side of a controversy calmly, fully, and courteously.

Third. The testimony forced me to believe that many farmers who had given their negotiable notes years ago to cover their rents for 1895 had made frequent requests to the agent for leases from him for the same year. Thus they offered to take their chances of being compelled to pay double rent for 1895 rather than have trouble. They uniformly testified that the agent promised them definitely and frequently that they should have leases from him and that they would not be disturbed in the planting and harvesting of their crops.

But notwithstanding those promises it appeared from the evidence that they were finally refused on various pretexts, and that those lands were leased in May, June, and July to other parties manifestly for speculative purposes. The farmers testified that they were then informed by the agency that they would have to see "those other parties" and "fix up" with them. The stenographer's report will explain the "fixing up" processes that are employed and that can not be too severely criticised.

The evidence convinces us that those farmers should be allowed to harvest their crops in peace and that the Government has, by the action of its own agent, sacri-

ficed every shadow of right that it ever had to disturb them in the peaceable possession of those lands for the present year.

Fourth. A failure to urge an immediate, impartial, and thorough investigation of those affairs would have been a concealment and tacit indorsement of serious evils.

The delegation, therefore, chose to free itself from the grave responsibilities and consequences of such a course by calling the matter to your attention and recommending a rigid investigation of the affairs of the agency.

Very respectfully,

W. E. ANDREWS, *Fifth District.*

Hon. JOHN H. REYNOLDS,

Acting Secretary of the Interior, Washington, D. C.

EXHIBIT P.—H. T. D.

[From the Morning World-Herald, Omaha, Nebr., Wednesday, July 24, 1895.]

Settlers tell the story—Farmers living on leased Indian lands give a statement of facts—Do not think it fair that they should lose the results of their industry and thrift—Investigation of the troubles on the reservation is formally opened by the Congressional delegation.

PENDER, NEBR., July 23.

The final battle in the campaign between the people of Pender and Captain Beck began to-night. It promises to be lively, and before it is ended an exposé of the many charges and countercharges will show a condition which will cause the people to wonder how it was possible for such a state of affairs to continue unchecked for so long a time.

The rankest sort of corruption has been alleged by both parties to the fight, speculators have had the upper hand, greed and avarice have been the moving spirits, and the poor settlers have been the victims. Now they are to be given a chance for existence, if the present investigation amounts to anything, and from the manner in which it has commenced it promises to be thorough and searching.

Senators Allen and Thurston and Congressmen Meiklejohn, Strode, and Andrews began the hearing in the controversy to-night, when the Pender end of the troubles had their innings. To-morrow the Omaha Indians and Captain Beck will be heard, then the Winnebagoes will be interviewed, and after a final session at Pender the delegation will return home to prepare a report which will be submitted to the next Congress.

The first of the honorable investigators to arrive was Senator Allen, who came this afternoon. The evening train brought the other members of the committee, with its secretary, E. Collender Snyder. The first session of the committee was held in the opera house, where the citizens' committee and 60 of the settlers who are tenants of the Flournoy Company met the Congressmen and stated their case.

PEEBLES STATES THE CASE.

W. E. Peebles acted as spokesman for the settlers, and opened the meeting by presenting the following memorial addressed to the entire Congressional representation of Nebraska, and signed by 65 actual settlers on the Winnebago Reservation:

"We, the undersigned settlers on leased Indian lands in Thurston County, Nebr., respectfully request—

"First. That you will assist us in the harvesting in peace of our crops, which were sown and planted in tribulation and cared for under adversity.

"Second. That you will use your influence to prevent the approving by the Honorable Secretary of the Interior of leases procured by speculators of the farms we are now living on. Everything we have in the world is invested in the improvements we have put on the land and in implements to work the same, and we do not believe that parties who never did a day's work in their cultivation should be permitted to exact a tribute from us of \$1 to \$15 per acre, annually, simply because they are friends of the agent.

"Third. We ask you to secure the enactment of such legislation as will give to us, the actual settlers of the soil, the privilege of leasing these farms direct from the Indians, under such restrictions and regulations as will protect them from imposition and secure to them a fair rental for their lands, placing it beyond the power of the agent in charge of these Indians either to favor speculators or friends or to visit his vengeance on parties who have simply contended for what they believe to be right and just."

ALL RESPECT THE LAW.

Following the reading of this an agreement between the settlers, bearing eighty signatures and dated June 19, was submitted to the Congressmen as evidence of the

settlers' desire to act within the pale of the law and also to show the necessity for combined action to secure what they considered their rights. It is as follows:

"We, the undersigned lessees of land on the Winnebago Reservation, believing that there is a conspiracy existing to exact from us money contrary to law, and not knowing from whom are the proper persons to lease lands, and desiring to avoid the complications which now confront us, and desiring to lease our lands without the intervention of any middleman whatever, and each of us willing to lease and pay for our lands according to law and the regulations of the Interior Department as soon as these laws and regulations of the Interior Department can be determined, for the purpose of determining these things do hereby form ourselves into an organization and bind ourselves to pay each his proper share of the expense of a suit at law, each to pay pro rata to the amount of reservation land he holds."

ONLY ASK FOR PEACE.

In addressing the Congressmen on behalf of the settlers, W. E. Peebles stated that between seventy-five and one hundred of the settlers had expressed a willingness to pay double rental for the lands they occupied if by so doing they could secure peaceful possession. These men, according to Peebles, had executed notes to the Flournoy Company, due in five years from the date given, to cover the rentals demanded by the company. Although the paper was negotiable and had passed into the hands of third parties, and would have to be paid by the makers, yet the settlers were willing to meet the obligation and also pay the rent demanded by Captain Beck or his friends if by so doing they might secure immunity from eviction and be permitted to harvest the crops they had sown and cultivated.

Senator Thurston, after some questioning, elicited the information that the settlers paid an average of 50 cents per year for the acreage occupied by them. It was also stated that land adjoining the Flournoy tract and which is used for grazing purposes, nets the Indians but 12 cents an acre, and the other leases would be at an end in March, when the company would wind up its business. He said that all the money due the Indians from whom the company had leased land had been paid at prices ranging from 50 cents to \$1.50 per acre. The company leased 37,000 acres, of which 25,000 acres were cultivated. The leases on all but 3,000 acres would expire January 1, while the company pays 25 cents an acre for similar land.

READY TO CANCEL THEM.

John W. Myers, treasurer of the Flournoy Company, when interrogated, stated that the lands were leased to settlers with the exception of a small portion which was ready at any time the Indians called for it. When asked by Senator Allen if his company would cancel all its leases if the Congressmen would secure licenses from the Interior Department so the settlers might retain their present holdings and secure renewals of their leases on equitable terms, Myers replied that it would, and that a fair arrangement as to the payment of notes yet to fall due would be made.

The best witness for the settlers was Fred Jennewein, secretary of the Farmers' Society, who made some strong statements regarding the condition of affairs at the agency. He told his story in a straightforward manner that visibly impressed the Congressmen. He said that he had been approached by John Ashford, trader at the Winnebago Agency, who offered to fix things so that he would have no trouble with his land if he (Jennewein) would pay him \$1.25 an acre. Ashford claimed to have a lease of the land from Captain Beck and held it for speculation purposes, as he had other business and could not work it himself. Ashford also made him a proposition to fix things for \$250. Jennewein farmed 320 acres and was willing to pay rather than be evicted.

APPROACHED BY AGENTS.

He said that all the farmers paid taxes on improved and personal property. He understands that fully 50 settlers of the 113 with whom he was personally acquainted had been approached by men claiming to have leases from Captain Beck and who demanded that they pay them a stipulated sum in order to escape eviction. From the testimony of this and other witnesses the following men are charged with being interested in speculating on leaseholds: F. B. Hutchins, of Sioux City; J. E. Blenckiron, of Bancroft, and the following at the Winnebago Agency: John and Thomas Ashford, McKnight, Thomas L. Sloan, J. Beck, and Connor. The Ashford brothers are traders at the agency and Sloan is Beck's clerk. John Beck is the captain's son and McKnight is his brother-in-law.

Before closing the session Senator Allen stated that the delegation of Congressmen would endeavor to ascertain all the facts and consider the interests of all parties concerned. He was certain that the commission felt the broadest sympathy for the settlers and nothing would be left undone to secure a fair and impartial hearing of

the case and secure justice for all parties. "We are here to advise and help you," said the Senator, "and then it will be our duty hereafter to formulate legislation that will benefit all concerned."

EXHIBIT Q.—H. T. D.

[From The Omaha Daily Bee, Omaha, Wednesday, July 24, 1895.]

Big pow wow on at Pender—Senators Allen, Thurston, and several Congressmen are there—Will hear stories on all sides—Town meeting attended by many people and to-day evidence will be submitted by interested parties on the lease question.

PENDER, NEBR., July 23.

Senators Allen and Thurston and Congressmen Meiklejohn, Strode, and Andrews listened to night to a statement from the settlers holding lands under leasehold from the Flournoy Company. The meeting was held in the opera house and attracted considerable interest, a large number of settlers being present to present their side of the story.

Rarely in the history of western towns is the old village meeting idea observed, as still prevails in many places in New England to-day, and the meeting to-night was novel in this respect, sitting simply as a delegation of Congress for the purpose of intelligently shaping legislation looking to a correction of the difficulties now confronting the citizens of Thurston County over the question of holding lands for agricultural or grazing purposes under leases from the Flournoy Company.

The Congressional delegation arrived this evening without any disposition of the home guard, under Quartermaster-General Peebles, to meet the distinguished delegation. The village band, however, gave the visitors a hearty welcome by playing "Sweet Marie," or something that was very reminiscent of that ancient female. This was the only official recognition of the presence of so many men whose names in the last campaign were almost household words in the Commonwealth.

Shortly after supper a delegation of settlers, headed by Fred Jennewein, Robert Pilgrim, S. J. Larson, and Edward Fisher waited upon the delegation and requested their presence in the town hall, which was granted. From the outset the members of the delegation, through Senator Allen, stated that it was their intention to inquire fully into all the facts leading up to the present troubles between the settlers and the Government; that hearsay evidence would be rigidly excluded, but all parties in interest would be welcome to aid the inquiry, that intelligent legislation might result. Senator Allen said he had the broadest sympathy for the honest settlers involved in the controversy, but as their presence here was only advisory they could not hope to right wrongs except through the channels provided by the law-making powers of the Government.

SETTLERS' SIDE OF THE STORY.

The settlers' side of the story was presented by Q. M. Gen. William E. Peebles, who after a short introductory speech, presented a memorial from 60 settlers which stated that "everything we have in the world is invested in the improvements we have put on the land and in the implements to work the same, and we do not believe that parties who never did a day's work in their cultivation should be permitted to exact a tribute from us of \$1 to \$1.50 per acre annually simply because they are friends of the agent."

The memorial further prayed for such legislation as would give the actual tillers of the soil the privilege of leasing the lands from the Indians under such restrictions as will protect them from imposition, placing it beyond the power of the agent in charge of the Indians to favor special friends or to visit his vengeance on parties who have simply contended for what they believe is right and just.

Jennewein, of the settlers' committee, then offered to the commission a resolution passed at a meeting held in June last, wherein they solemnly declared that they "believed a conspiracy was in existence to exact from the tillers of the soil money contrary to law, and not knowing from what persons to lease lands and desiring to avoid complications which now confront us, and desiring to lease our lands without the intervention of any middleman whatever, each of us is willing to lease and pay for our lands according to the law and the regulations of the Interior Department as soon as these laws and regulations can be determined, we band ourselves into an organization and bind ourselves to pay each his proper share of the expense of a suit at law."

INTERESTS OF FLOURNOY PEOPLE.

This important bill of rights was signed by 86 actual settlers. Jennewein stated there were 113 Flournoy settlers in possession, representing nearly 18,000 acres of land, which they held under lease and on which they were paying a yearly rental.

Treasurer Meyers, of the Flournoy Company, stated that over one-half the rental had been paid on this year's leases and all on last year to the Indians. He made the offer to the commission to cancel all notes for leases held on interest, provided the actual settlers be allowed to go on the land and harvest their crops, which are in splendid condition for the first time in three years.

Jennewein again got the ear of the tribunal and made the startling assertion that the agent was favoring a number of middlemen, John Beck, Tom Ashford, John Ashford, F. B. Hutchins of Sioux City, Blenkiron of Bancroft, E. J. Smith of Herman, and McKnight of the Winnebago Agency, who were holding off the settlers. This Jennewein was asked to show by evidence, which he agreed to do in the morning.

He stated that at least fifty settlers had been approached by the men to re-lease from them, and affidavits he promised would be in shape for the commission. Senator Thurston at this juncture told the crowd that the delegation was here to hear evidence, and everything would be conducted in the most public manner. "We can't make rulings and we can't issue orders, but we are here to listen to all sides, that intelligent action may be taken, and the common people protected."

The commission will meet the Omaha Indians to-morrow morning and will enjoy the novelty of sitting about the camp fires of the Winnebagoes to-morrow night. Thursday another session will be held in the city hall, at which time evidence in rebuttal will be taken.

Twenty-five persons have been evicted from the land, representing some 5,000 acres. The interest this meeting is creating is widespread, and the whole of the Omaha tribe will be out to-morrow for a grand pow wow with the big white chiefs.