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REPORT

OF

J. W. EDMONDS,

UNITED STATES' COMMISSIONER,

UPON THE

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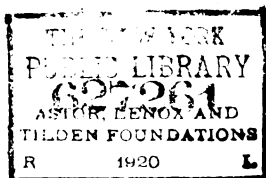
AT THE

POTAWATAMIE PAYMENT,

September, 1836.

NEW-YORK:

1837.



NEW-YORK:
Printed by SCATCHERD & ADAMS,
No. 38 Gold Street.

New-York, December 2, 1837.

To

Hon. C. A. HARRIS,

COMMISSIONER OF INDIAN AFFAIRS.

SIR,

By your letter of instructions to me of the 20th April last, I was directed to inquire into the cause and origin of the difficulty which occurred at the payment of the annuity to the Potawatamie Indians, in September 1836, and its results; and particularly whether the officers connected with your department had properly discharged their duty in the matter; and whether there was sufficient cause for calling out the troops.

Pursuant to these instructions, on my arrival at Logansport, Indiana, in May last, I entered on the duty committed to me, by informing Col. Pepper of their nature, and submitting to his examination the papers which you had transmitted to me.

I gave to Gen. Grover a copy of the communication of the Chiefs, in which he was implicated.

I appointed the 13th of June as the day on which the investigation should commence, and gave public notice thereof in the newspaper, in which all persons consulant of the transaction were requested to give me all the information in their power.

I requested the assistance of T. A. Howard, Esq., attorney for the U. S. for that district, which was promptly and efficiently rendered.

The Chiefs of the tribe were notified, and requested to attend.

A list of witnesses was prepared by Gen. Howard, and I caused them to be summoned; and I announced that all persons implicated might appear before me, either in person or by their counsel, and examine and cross-examine the witnesses, and have such sworn on their part as they might deem expedient.

On the appointed day, I proceeded in the investigation.

Mr. Howard attended as counsel on the part of the investigation, and Messrs. S. S. Tipton, Cowdrey and Dunn appeared as counsel for different persons implicated.

Some doubts having been suggested to me as to the genuineness of the communication from the Chiefs to the President, I commenced by first examining those of its signers who were present. Po-ka-gos, and No-taw-ka denied that they signed the letter; We-wiss-ah signed it, because he was urged to do so by Ke-wa-na and Nes-wa.

ky, and those two said they signed it because the others did. They said it was written by Col. George W. Ewing, and interpreted to them by Joseph Barron, the Government interpreter.

I then read the paper to them, paragraph by paragraph, and caused it to be interpreted to them by Luther Rice, whom I employed for that purpose, and who approved himself to be a capable and intelligent interpreter.

As each part was interpreted to the Chiefs, I inquired of them whether they had said, or intended to say, as was written.

The particulars of this examination, and the answers of the Chiefs, will appear on pages 7 to 13 inclusive, of the record of my proceedings herewith submitted. They disavowed some parts of the paper—those particularly which were calculated to be offensive to persons whose names were mentioned; but in the main they admitted that it correctly set forth that which they had intended to say, and that their object had been to tell the President what had occurred at the payment, and to “ask him to send one of his wise men to inquire into it.”

I then proceeded to take the testimony of witnesses, called by any of the parties. The testimony was taken publicly, and after being written down, was read over to the witnesses in public, corrected by them if they desired it, and then signed. All the testimony thus received, is herewith submitted, and will be found on pages 14 to 94 inclusive, of the record of my proceedings. Various documents are also herewith submitted, either separately, or as forming a part of that record, to which I shall have occasion hereafter to refer more particularly.

From these sources I draw the following conclusions, and in doing so shall pursue the course indicated by Gen. Howard in his *programme*, which is hereto annexed.

1st. “*The difficulty at the payment, embracing the Riot, or mob, with the attendant circumstances.*”

Before the payment of the annuity to the Indians, the Chiefs had determined that the money should be paid to them, and some of them had requested Messrs. George W. Ewing and Cyrus Taber to assist them in counting and dividing it among themselves, and in paying their debts. After the payment to the chiefs, they and Messrs. Ewing and Taber, Joseph Barron, and some of the guard (which the disbursing officers had employed) were assembled on the payment ground, with the money before them in a shanty, which had been used as the council house. In 1835 the Indians had adjusted the debts they then owed, and had promised to pay a part of them in 1836. The

paper showing the amounts thus to be paid, was in the hands of Col. Pepper, who stood at the door of the council house, and called over the names on it. The persons thus called went into the building, and received their money. In this manner the sum of \$5142 was paid to sundry claimants.

After those sums were paid, Col. Pepper retired; and Messrs. Ewing and Taber in the presence of the Chiefs, proceeded to make farther payments on claims against the Indians. They thus paid the following additional sums, viz. Luther Rice \$200, Brewyett \$75, Joseph Barron \$8000, Ewing, Walker & Co., (a firm consisting of G. W. Ewing, W. G. Ewing, and G. B. Walker) \$16,000, A. Hamilton and Cyrus Taber \$8000, E. V. Cicott \$2493, and Peter Barron \$618. The firms of Ewing, Walker & Co., and Hamilton and Taber, were the largest claimants. The money of Ewing, Walker & Co. was put aside in the council house, that of Hamilton & Co. was carried to Taber's quarters, and that of Barron to his quarters.

Before these payments commenced, a good deal of dissatisfaction was expressed by the other claimants at the selection of Messrs. Ewing and Taber to distribute the money. They were apprehensive that they would not receive their share, and the dissatisfaction was greatly increased by the payment of such large sums in the three instances named.

The first appearance of any violence, however, grew out of a personal altercation between Wm. G. Ewing and Alexander Coquillard; the former being a large claimant, and the latter avowing that he was no claimant, but was a friend of the Indians, and determined that they should not be cheated. Prior to, and during this quarrel, Gen. Grover and some other claimants entered the council house, peaceably, and endeavoured to have the payment of claims stopped until all should be presented and investigated or adjusted, but without success. Francis Comparet, was one who made such an effort. Failing of success, he was vehement in his remonstrances, and was turned out of the council house by the guard. "Mr. Comparet made considerable noise," which added to the excitement. Mr. Eldridge, (former sheriff of Cass county, Indiana,) ran up to Mr. Coquillard and said something to him, which none of the witnesses seemed to have heard, and then those two persons rushed towards the council house, accompanied by a large crowd, some crying out—"Pull down the house," others saying, "No, No."

The guard were stationed in front of the house; but the crowd, although powerful enough to have borne down all their opposition, made no attempt to force themselves in. They hurried to the back of the building, and Coquillard attempted to get on its roof. Pierre

Andre, the Captain of the guard, pushed him off. In falling, he seized the butting pole of the house to save himself, but it fell with him. Andre threatened to blow out his brains if he repeated the attempt. He then went to Barron's house, which was close by, clambered on its roof, and made a speech in the French, English, and Indian languages. The crowd consisted of some 300 or 400 whites and about as many Indians. Coquillard's speech is described as being inflammatory, and as having been interrupted by frequent exclamations of applause; and there was a general shout of assent at its termination.

It was urged to me, that his object in getting on to the council house, was to aid in, or effect its demolition; but the testimony is satisfactory that he was only desirous to obtain a conspicuous place from which to address the crowd. I am also satisfied there was no attempt to tear down the house; the butting pole was thrown down by accident, and the clapboards, or peices that had been nailed over the crevices between the logs, were torn off in order to enable people to see what was going on inside. The cry of "tear down the house" may have been intended as a feint to intimidate its inmates, or it may have truly expressed the feelings of some of the crowd. If the destruction of the house had been intended, it could easily have been done, for the power was with the crowd, and there was no force sufficient to stay them.

It was also urged that Coquillard, in his speech, endeavoured to excite the Indians to acts of violence, and to kill the Chiefs who had signed the treaty, and had attempted to alienate their affections from our government by accusing the President and his officers, of lying to them, and cheating them out of their lands. Upon this subject the testimony is contradictory. This view of it is supported by Col. Ewing, who says he made a memorandum of the speech at the time, and therefore is less likely to err in giving now the impressions which it then made upon him. Several other witnesses however, in relating Coquillard's speech, do not agree in the statement that he abused the President or excited the Indians to kill the Chiefs who had signed the treaty. It is, however, evident that he made his speech under great excitement, having come fresh from a violent quarrel with one of the claimants—that he was vehement in his manner—that he dwelt most upon topics which were irritating both to the whites and the Indians—and that his whole operations were calculated to produce excitement in the camp. His object, however, seems throughout to have been to protect the Indians from the frauds which he believed were about being practised upon them. Meritorious as this purpose may have been, there was great indiscretion exhibited in the means resorted to attain it. So great

was the excitement, that all agree in the opinion, that one blow struck, would have led to a general fight and much bloodshed.

The disturbance broke up any farther distribution of the money by Messrs. Ewing and Taber. The latter retired to his house, and having learned that some one of the crowd had threatened him personally, he armed himself. The sons of Barron prepared to defend the money taken by their father, and Col. Ewing remained in the council house with the Chiefs, determined to defend his possession.

Coquillard's speech was followed by one from Shadrina, a half-breed, who was intoxicated, and who, at Coquillard's request, interpreted to the Indians what he had said. Speeches were also made from the house-top by Gen. Grover, C. Carter, (postmaster at Logansport,) Allan Hamilton, Wm. G. Ewing, and Col. Pepper. Gen. Grover insisted that the proceedings of Ewing and Taber, in distributing the money should be stopped; that the money already paid, should be returned, and none paid out until all the claims were presented. Mr. Carter's speech was to the same purpose, and he proposed an investigation of the claims. Mr. Hamilton proposed that the money should be returned, and Mr. Ewing avowed his willingness to have his claims investigated. All attempted to allay the excitement and prevent violence. Some proposed that Col. Pepper should investigate the claims. Others, that he and the disbursing officer should do so. To these propositions, those gentlemen would not assent. Mr. Carter then proposed that they should appoint five persons to discharge that duty. This was assented to on all hands; Col. Pepper resting his assent upon that of the Indians.

This proposition, and that of Mr. Hamilton to return the money, allayed the excitement, and the crowd dispersed. Mr. Hamilton immediately returned the money which he was to return. Gen. Grover and some others proceeded to Barron's house to superintend the return of his money. His sons first attempted to resist, but upon being threatened with having their house torn down about their ears, they gave it up; and it was then discovered that he had taken \$2000 more than the Chiefs and Messrs. Ewing and Taber had set apart for him. Col. Ewing's money was taken by the guard and put into the general pile, and the whole was then put under the care of the agent.

Col. Pepper was at dinner when the disturbance began. He immediately went to the council house, and as soon as he could obtain a hearing, he addressed the crowd. He asserted the right of the Indians to do what they pleased with their money, and said they should be protected in the exercise of that right. He endeavoured

to allay the excitement, and conducted himself throughout with the discretion and energy becoming his station and the occasion.

This was the disturbance, as it occurred on that day. It was not, thus far, attended with any other consequences than those designed, viz.: breaking up the proceedings of Messrs. Ewing & Taber, and the return of a portion of the money paid out by them. The high state of excitement, however, which existed in the camp, and the fact that the Indians were armed with their knives, and the whites with clubs and sticks, might have rendered the consequences more serious if it had not been for the efforts of Col. Pepper, Mr. Hamilton, Mr. Carter, and others.

2d. "*The cause and origin of that difficulty.*"

Excitement existed both among the Indians and the whites, but produced by different causes.

About 50 Indians of the St. Joseph or Chicago agency, accompanied by their Chief, came down to the payment, and encamped in a body about two miles off. Their object was to receive a share of the payment, and some of the Wabash Potawatamies desired they should do so. The Chiefs, however, in council determined that this should not be done, and Col. Pepper avowed his intention of carrying that resolution into effect. This created much dissatisfaction among those northern Indians and their friends, so much so as to induce them to leave the council called by the agent in a tumultuous and insulting manner, and to threaten to fight with the Chiefs who had denied them.

By the treaty of 27 October, 1832, certain reservations of land were made for particular Chiefs and their bands; among others, 10 sections to the band of Che-chaw-kose, and 16 sections to that of Ash-kum and Wee-si-o-nas. Col. Pepper was instructed to treat for the purchase of all those reservations remaining unsold. Ash-kum and Che-chaw-kose refused to treat. Col. Pepper then avowed his intention of treating with the proper Chiefs of the whole nation for the cession of those reservations, and he did so. The treaty of the 23d of September, 1836, was that which he thus made, to which neither Ash-kum nor Che-chaw-kose, nor any of their bands, were parties.

This, as might have been expected, produced great excitement in those two Chiefs and their bands. They denied the right of the Chiefs of the nation to sell their particular reservations without their consent. They remonstrated against the treaty thus made, and insisted that it should be broke. They appealed to a letter from Gov. Cass, which they had, as evidence of their right to a separate

and exclusive enjoyment of their particular reservations; and they repeatedly threatened the lives of the Chiefs who had thus assumed to cede their lands.

The disturbance which I have described, occurred on Sunday, the 25th September. This treaty was made on Friday the 23d, and became publicly known on Saturday the 24th.

The Indians, whose dissatisfaction was produced by these two causes, numbered about 300 in camp, as many as, if not more, than those who were friendly.

The state of feeling among them was known on Sunday, and both Coquillard and Shadrina alluded to this subject in their speeches on that day. Their appeals seemed to meet with a ready response from the Indians, who were mingled with the whites in the crowd.

The excitement among the white people was produced by a different cause. Almost all of them were claimants against the Indians. The claims amounted to nearly double the sum which the Indians were to receive. One of the witnesses described the whites as composing "two parties on the ground—one consisted of those who had the money, and the other of those who wanted it, and the latter was the strongest." The officers of government stood aloof from both.

The Indians received \$63,000. Of this they set apart \$16,000 for themselves, and appropriated \$47,000 to the payment of their debts. The Chiefs, and their friends Messrs. Ewing and Taber, had already paid out to three persons \$32,000, leaving only \$15,000 for distribution among the other claimants. It seemed to be generally understood among the claimants, that no debts (excepting only those adjusted in 1835) should be paid, until all the claims should be presented, so that all should have an equal chance. On the contrary, the payment of new claims commenced without waiting for the presentation of all of them. The remonstrances of the other claimants were disregarded, one of them was ejected by violence from the room. And the payment went on with a liberal hand to those who were permitted to remain inside. Hence the excitement among the white people.

Their object seemed to be solely to arrest these proceedings, and bring about a more equitable distribution of the money. None of the claimants alluded to the topic which had produced the excitement among the Indians. And as soon as the money was returned, and it was determined to appoint other men to pay it out after receiving all the claims, the excitement among them subsided, and the disturbance, so far as they were concerned, ended.

It is, however, contended, that the disturbance was the result of preconcert among some of the leaders. This allegation is based upon the evidence of Saml. D. Taber, "that Grover and Coquillard

appeared very much enraged that claims were to be paid, which ought not to be ; and the latter said, before that should be done, he would tear down the house and give the money to the Indians. Carter told him to stick to that, and Grover said they would make Coquillard foreman, and the three then went off together ; that Eldredge said they would have had a disturbance before, if they could have got any body to talk Indian ; as soon as Coquillard came, they went ahead."

I cannot learn from the testimony, that Mr. Carter did any thing more in the disturbance, than to make the proposition, which was finally acceded to, and quieted the excitement. The other three gentlemen were active in leading on the crowd. But I am not satisfied that they intended any violence. They talked loud, and made a great noise, but committed no further violence.

3. "*Its results, and particularly as to the conduct of the officers,*" &c.

One result was, that part of the money of the Indians was missing, and never accounted for. They received \$63,000. Of this, \$472 was paid for depredations, \$12,328 was paid by Messrs. Ewing and Taber, and not returned, \$16,000 was paid by the new Commissioners to the Indians, \$32,832 to the claimants, and \$128,00 for their services and expenses, making a total of \$61,760. And showing a deficiency of \$1240. I cannot, with all my inquiries, ascertain what became of that sum. It was probably extracted from the mass during the disturbance, but by whom I cannot even conjecture. It seems to have been lost to the Indians at all events.

Another result was, that when it became necessary to have a guard, it was no longer discreet for Col. Pepper to rely upon the assistance of the white people on the ground ; for most of them had been engaged in the disturbance, and some of his guard had abandoned their post and made common cause with the people. He was therefore obliged to resort elsewhere for a force which, under other circumstances, he might have obtained on the spot.

Another result was, an entirely different distribution of the money. On Monday morning Col. Pepper announced the appointment of Ebenezer Ward, William Polke, R. B. Stevenson, S. B. Barthelet, and E. V. Cicott. This appointment was very judicious. They were gentlemen of high character in the community, and discharged their duty with fidelity and scrupulous integrity. There is no foundation whatever for the charges of mal-conduct against them, which are contained in the letter from the Chiefs. If they

paid any false claims, it was because they had neither the time nor the opportunity of investigation. And in every instance, where either of them was interested in the claim presented, he was careful to abstain from acting upon it. They rejected some claims, and upon all that were allowed, they paid something.

Another result is so intimately connected with calling out the troops, that it will be considered hereafter.

I felt myself especially required to investigate the conduct of the officers of government in these transactions.

The conduct of Barron, the interpreter, in taking \$2000 more than was allotted to him, was without excuse.

The Chiefs deny that they intended to make any charge against Col. Pepper, but there are some implied in their letter to the President. These are, however, complaints that he had not remained among them as long as they deemed it necessary. He did remain as long as there was any real necessity for his doing so, and then he was called away by other and equally pressing official duties.

It may also be, as the Chiefs and Mr. Coquillard seemed to suppose, that if he had undertaken the task of distribution, there would not have been any disturbance. But that was not within the scope of his official duties, and his predecessor had incurred some censure from having, on previous occasions, undertaken it.

"4th. Was it (the disturbance) such as to justify calling out the troops?"

The state of feeling among a portion of the Indians, on Sunday, has already been adverted to. On the evening of that day Col. Pepper held a council with the Chiefs, to select the new commissioners. Ashkum, and others of the disaffected Indians, intruded themselves rudely upon that council, and broke it up.

At the execution of the treaty of the 23d September, the Chiefs who signed it expressed their fears that their lives would be endangered if they did so. Col. Pepper promised them his protection. After the execution of the treaty, he was informed that the dissatisfied Indians had held a council, and determined to kill all who had signed the treaty; and the feeling which existed among them, was apparent to him as early as Sunday morning. After the council was thus disturbed on Sunday evening, the Chiefs who had signed the treaty called upon him, told him their lives were threatened, and claimed his protection as he had promised them. At this time there were many in the camp, both Indians and Whites, who were intoxicated, and these Chiefs armed themselves with knives and pistols.

There were no government troops nearer than Chicago, and they

could not have been procured in less than five or six days' time. It was not to be expected, under the circumstances, that the agent would attempt to organize a force among those whites who were in the camp, and who had, most of them, been engaged in scenes which encouraged, if it did not engender, the bad feeling among the Indians. He had no alternative but to call upon the militia; and he did so by a requisition upon Col. Ewing, a copy of which will be found in the record of my proceedings. This was issued on Sunday evening, and the troops arrived in the neighbourhood on Monday afternoon.

Apprehensions of further disturbance continued on Monday, and it was the opinion of the most candid and dispassionate among the witnesses, that, in consequence of the excitement during that day, no distribution of the money could have taken place without the aid of troops; and that opinion was repeatedly expressed to Col. Pepper. In the course of that day, Ashkum, and an Indian named Ship-she-wa-eno, made some speeches to an assemblage of about 200 Indians, in which they were very abusive to Col. Pepper and insulting to the Chiefs who had signed the treaty, daring them to come out of doors, telling them they were not Chiefs, &c.

The conduct of this Chief and his party, on this occasion and on Sunday evening, was the natural consequence of the previous disturbance. They would not have ventured upon it, if the example had not been set them the day before, if they had not looked for countenance among the white people, and had not discovered the want of power in the agent to control either the whites or Indians.

On the same day Coquillard went into the woods, and made a speech to 40 or 50 Indians, in which he accused the Ewings of attempting to cheat them. Col. Pepper hearing of this, went to the place, and forbid Coquillard from going any farther, and he desisted.

In the course of that afternoon, the news reached the camp that troops had arrived in the vicinity. The excitement became immediately very great. The people rushed towards the lodge, in which was Col. Pepper with the money. He met them at the door, and by his resolution and energy prevented any farther disturbance there. The camp was in great confusion. Some abused the Colonel; others talked of preparing to meet the troops; but nothing more than noise happened.

The next day the troops arrived at the camp. The money was put into the possession of Mr. Ward and his associates, and the troops under their orders. And then, without any farther molestation, the task of distribution was completed.

Those Commissioners made to me a report of their proceedings

which is herewith transmitted. The troops were on duty for several days, and, accompanying the evidence, will be found sundry documents showing the particulars of their service.

It might have been, that the money could have been distributed, and the Chiefs protected against the threatened violence, without any resort to an armed force. But there was too much excitement and well-grounded apprehension of violence, to justify an experiment which, if unsuccessful, would have been attended with disastrous and fatal consequences. And in my opinion Col. Pepper was required, by the obligations of his office, to call around him such a force as would cause his station, as the representative of the government, to be properly respected, and would enable him to afford to the Chiefs that protection which they had, under the circumstances, a right to require at his hands.

During the investigation before me, there was some conflicting testimony, and some imputations upon individuals, which induced me to announce, at the close of the testimony, that I would receive any written communications upon the subject from any person who might choose to make them.

In consequence of this announcement, I received the letters hereto annexed from M. Coquillard, E. V. Cicott, G. W. Ewing, Joseph Barron, and Peter Barron. I do not know that I am called upon to take any farther notice of the three former. The two latter are from two of the witnesses to the letter of the Chiefs to the President, and they aver that the letter in my possession is different from that which they signed.

Having received only a copy from your department, in consequence of these letters I applied to you, as you are aware, for the original. Upon receiving it, I discovered at once, from an inspection of the paper, that the whole of it—signatures of Chiefs and witnesses—was all in the same hand-writing, and therefore color was given to the assertion of the Messrs. Barron. I then applied to Col. Ewing for the original, by letter, a copy of which is annexed. He promptly furnished it to me, and I herewith transmit it to you. It will be seen on examination, that though it differs in some respects from that on your files, the difference is not very material, and does not exist in those points in which the Barrons suppose it did.

Your instructions direct me to report to your office all the facts which shall be elicited by my investigation, together with my opinion whether any, and if any, what farther action is necessary on the part of your department. I hope I shall be pardoned for taking in my answer a wider range than may appear to be strictly necessary.

In regard to the conduct of Barron the interpreter, I must beg

leave, before your department shall arrive at an opinion, to refer you to my report in some of the debt cases, and particularly in his own case, No. 17, and to his letter to me of the 19th of June, which is herewith transmitted.

I am not aware that it will be necessary for your department to take any measures, even if any should be deemed proper, in reference to the conduct of the parties engaged in the disturbance. An indictment has been preferred in the State courts of Indiana against Coquillard, Grover, Eldredge, Comparet, Shadrina, and Carter for a Riot; and that tribunal is competent to try and to punish, if justice shall require it. A copy of the indictment is herewith transmitted.

By referring to a letter from Gen. Howard, a copy of which will be found on page 103 of the Record of my proceedings, it will be seen that Col. Ewing preferred a complaint against Coquillard and others for a violation of the laws of Congress, and that Col. Pepper addressed a communication to the U. S. District Judge upon the subject. In consequence of the latter, a grand jury was summoned, and the matter submitted to them. They found "that the breaches of law complained of, referred themselves for adjudication and punishment to the laws of the State of Indiana, and the courts thereof;" but they expressed an opinion that Coquillard and Shadrina had violated the 13th Sect. and the latter clause of the 15th Section of the Act of Congress of the 30th June, 1834.

It is proper, therefore, as suggested by Gen. Howard, that I should express an opinion whether the latter part of this finding of the Grand Jury is correct. The District Attorney certainly acted with propriety in deferring the commencement of prosecutions for the penalties prescribed by those sections. He was not bound by that finding, yet it would have afforded him a good excuse for commencing suits. But it was altogether most discreet to wait until all the facts should be fully developed.

I have already adverted to the discrepancies in the testimony in reference to the speeches of Coquillard and Shadrina. It is stated most strongly against them in the testimony of Col. Ewing. (page 70.) Even if we should consider that as the correct version, there will not, I think, be found enough to justify the finding of the Grand Jury.

This is a penal law, and is to be strictly construed. The 13th section renders it penal to *send* any talk, speech, &c., with intent to produce a contravention or infraction of a treaty, &c. or to disturb the peace, &c. Now, this cannot properly be construed to relate to a speech or talk orally delivered by its author, but only to one *sent* by its author through some other channel than a personal delivery. The next (the 14th) section strengthens this view, for it

inflicts a penalty upon any person who shall *deliver* any such talk, &c., *to or from* any Indian nation, &c., *from or to* any *subject, citizen, &c.*; clearly contemplating only a case of a speech or talk *sent* from one person to another by a third. This was not the case with Coquillard and Shadrina. They delivered their own speeches, and did not send them by a third person. Although as much mischief may be done in the one way as the other, and a penal provision be equally necessary in both cases, that will afford no good reason for extending the operation of the statute to cases not strictly within its letter.

The latter clause of the 15th section renders it penal for any person to alienate, or attempt to alienate, the confidence of any Indian or Indians *from the government of the United States*. If we still continue to take the view of their speeches which Col. Ewing gives, we shall not, I apprehend, be able to find any thing in them which would subject Coquillard and Shadrina to the penalty prescribed in this section. The utmost that they said, was accusing the agent of having cheated the Indians, advising them to disavow the treaty and require it to be broken, and charging the Agent or the President (which of them is uncertain,) with having lied to them. All this may have had a tendency to alienate the confidence of the Indians from the Agent, but the alienation of their confidence from the government would not necessarily ensue. The speeches were consistent with the entire confidence of the Indians that the government would break an unjust treaty, and protect them against the deceptions of which they complained, and may have contemplated an appeal to the justice of government for that purpose. It is true, the speakers may have intended to effect their object by a resort to violence. But in the absence of testimony, we are not at liberty to presume, in order to bring them within the provisions of a penal statute, that their intentions were unlawful. On the other hand, it is our duty to presume that their intentions were lawful, until the contrary is proved. No such proof was given in the case, and I am of opinion that the Grand Jury erred.

I have carefully examined the act of Congress, for a prohibition against any person's making a speech, or any other direct and personal effort, to alienate the affections of the Indians from our government, or to disturb our peace or tranquillity. I have searched in vain. Such a provision seems necessary; for surely as much injury can be done by personally making a speech, as by its transmission through a third person.

This is not, however, the only reform which suggests itself to me as proper to be adopted.

Difficulties like those which occurred in Indiana, or occurrences of a character equally destructive to the morals and happiness of the Indians, must, more or less, necessarily grow out of the present mode of paying their annuities. A whole nation or tribe is assembled at one place. The annuity is paid in coin, and is appropriated by the Indians either in the purchase of articles at the time, or in payment of debts contracted at prior purchases. Some of these articles are necessary, many are unnecessary, and some are positively injurious. The traders are naturally anxious to obtain this money; not without an equivalent it is true, but an equivalent in which their interest is regarded rather than that of the Indian. Hence the traders prepare for the payment, and proceed to the camp with the materials for trade; and they are induced to carry into the Indian country, and spread before the Indians, the temptation to indulge in practices both physically and morally injurious.

It is in vain that the payment may be appointed far in the interior, and at a distance from the trading ports.

It is soon ascertained that whiskey can be transported wherever specie can, and the one follows the other with a true and certain scent.

The evils arising from this practice are manifold.

Much time is occupied in travelling to and from the payment, and the Indians are consequently often absent from their hunts or their corn-fields for three or four weeks of their most valuable time.

Many white men and half-breeds are in the habit of attending; some from curiosity or amusement, and some for the purpose of sharing in the annuity, by enrolling themselves or their families in the tribe by their Indian names. Among these, it is not uncommon for scenes of debauchery and intoxication to ensue, which at least has the effect of rendering the task of keeping the Indians in proper bounds rather difficult.

The proneness of the Indians to indulge in intoxication is not always controllable, and it is frequently impracticable for the officers of government to procure their abstinence even until their business shall be completed. The hope of gain overcomes the fear of the penalties of the law. A military force cannot always be procured. A guard organized from the inhabitants of the camp, cannot, as was evident in Indiana, be always relied upon. And without a physical force to destroy or take possession of the liquor, the traders and Indians will both yield to the temptations before them. If the officers of government are able to preserve order during their sojourn in camp, the traders and Indians remain after their departure. All restraint is then thrown off; and

the whole camp, men, women, and children, will exhibit a disgusting spectacle of intoxication—the money of the Indians be wasted and gone in a few hours—not uncommonly fights and murders occur, and the Indian returns from his payment almost as poor as when he went, and certainly injured by the debauchery in which he has been engaged, and the examples which have been set before him. ¶ I am not dealing in exaggeration. I am describing what I have seen, and what has been disclosed to me in my investigations. By referring to the particular case of the Potawatamies, it will be observed that there were several grog-shops in the camp—that whites and Indians were both intoxicated—that liquor had much to do in producing the necessity for the interposition of an armed force—and that the excitement among the Indians was rendered alarming by their intoxication.

The effect thus produced upon the moral habits of the Indians, is not the only evil they sustain from this practice. By means of their annuities, they acquire a credit with the traders which is injurious to them. When in want of any article, instead of relying upon their skill in hunting, or their industry in their corn-fields or their rice grounds, they rely upon this credit, and buy at a price greatly increased by their ignorance, and the risk and delay in payment. Proper incentives to industry are thus destroyed, and they are encouraged in the habits of idleness and improvidence to which they are ever prone, and which are the most formidable obstacles to their civilization and moral improvement.

The community of property generally existing among them, and which operates to discourage their industry, is increased by the present mode of paying their annuities. The debts which they contract are frequently paid out of the common stock of the whole tribe, the debts of individuals being thus converted into claims against the whole nation. The indebted Indian is not required to pay his debt out of his share of the annuity. This arises from their inability to compute or understand the accounts against them, or to make distribution of their money, and from the importunity of their creditors, who find their interest in checking discrimination. The effect, however, upon the Indians is most injurious. The more each runs in debt, the greater is the share which he obtains of the common fund. The industrious and economical fare worse than do the idle and extravagant; and a struggle is very naturally produced among them, which shall least practise the virtues which are so essential to the improvement of their condition.

This is strongly exemplified among the Potawatamies of the Wash. By pursuing this course they have become so involved in debt, that the price of their whole domain, although liberal, cannot

extricate them ; and the habits of idleness, improvidence, and intoxication, thus produced among them, render the entire extinction of this portion of a once powerful nation, an event that must be regarded as both speedy and certain, unless a new state of things shall dawn upon them.

Beyond the benefits resulting to the traders from this practice, I know of but one argument in favor of its continuance ; it is, perhaps, the cheapest mode in which we can pay Indian annuities. But I will not believe that this consideration will have any weight with our government, when it is recollected that our mistimed economy is inflicting serious and lasting evils upon those whom we are in the habit of treating as *inops consilii*, as wards committed to our guardian care, whose welfare we are bound to regard by every consideration of justice and humanity.

The most effectual remedy for these evils will be to pay the annuities in goods and provisions.

The first effect of this change will be, to destroy the worst part of the Indian trade. The traders do not wish for goods in exchange for their commodities. Their object, mainly, is to obtain money or furs. Their trade being confined principally to the latter, they would not have the same inducement to attend the Indian payments with large stocks of goods and liquor. The Indians, for the purchase of such articles as they would require, would be compelled to rely upon their success in hunting or cultivating the ground. They would thus be incited to be industrious, skilful, and economical ; and the traders would no longer find it to their interest to hold out to them temptations to be otherwise ; and the influence of the traders growing out of the frequency of their intercourse, and which is naturally exercised rather for their own benefit than that of the Indians, would be materially impaired.

That influence is already sufficiently strong to enable the traders, if they should see fit to exercise it, to thwart any measures depending upon the assent of the Indians which government might adopt for their improvement. They are in the frequent habit of conferring favors upon the Indians, sometimes without the hope of remuneration, and to afford relief from acute suffering and pressing want ; sometimes with an expectation of return, rendered uncertain by a dependence not only upon the will, but the ability of the obliged party. As there is no obligation which has more binding force with an Indian, than that of making a suitable return for favors bestowed ; so no influence over them is stronger than that which is founded on this basis, and none that is more powerful, for good or ill, as it may chance to be exerted.

The goods, if judiciously purchased, could be supplied by government at a much cheaper rate than by the retail trader of the Indian country ; or, to express it more properly, the Indians would receive more goods for the same money. Confined to articles of necessity, such as clothing, provisions, and implements for hunting and farming, and the like, they would furnish much more extensive relief from that pinching want which is the frequent consequence of their uncontrollable love of finery and strong drinks.

This measure, therefore, while it will curtail the means and inducements for intemperate indulgence, will increase the supply for actual necessities. I know, however, that it is frequently said, that it will compel the Indians to receive articles which they do not want. This, surely, cannot be considered an insuperable objection, until it shall be shown to be impracticable for the Indians to communicate their wants to the officers of government, or for those officers to ascertain what articles are suitable to their condition ; a matter, one would suppose, of not more difficult attainment to a government officer than to an Indian trader.

The mere fact of paying annuities in goods, will not alone produce all the benefits to be desired, although it will materially approximate to that result. The habitual improvidence of the Indians may frequently induce them, when they have on hand more goods or provisions than is required by their immediate wants, to barter them away for injurious commodities at so great a sacrifice as to render the trade, even in that form, profitable to the white man. This will be more particularly the case if they are congregated in such large numbers as to create a business extensive enough to compensate the trader for his risk, time, and expense of transportation.

To prevent this, and render the system complete, it would be necessary to abolish the present practice of calling a whole nation or tribe together, and paying a whole year's annuity at one time ; but, in lieu of that, pay them by separate bands, villages, or small parties ; divide the annuity in two or more payments, to be made at different periods in the year ; and in all cases have it distributed by the government officers, among heads of families or individuals, and not paid in mass.

It is this feature in the proposed reform, which will increase the duties of your subordinates, and may increase the expense to government ; but the advantages to the Indians must be manifest to every one acquainted with the subject.

In those cases where, in consequence of treaty stipulations, or from other causes, annuities can be paid only in specie, many of the evils of which I have spoken would be remedied or ameliorated by making the payments to small bands or villages, rather than to the

whole nation, and at several periods in the year ; and in all cases let each family have its share. The advantage of each of these measures has already been pointed out, among which, the encouragement which would thus be given to a separate ownership of property would not be the least.

I am aware that it may be said that the Indians have recently, by refusing to accept their annuities in goods, evinced their opposition to the course I suggest. But I am also aware that these refusals have frequently been prompted by other considerations than the advancement of the true interest of the Indians, and have as frequently been made in utter ignorance of the fact, that they would have been materially benefitted by acceptance. I too fully appreciate the operating influence, to accord to that refusal all the weight to which, under other circumstances, it might be entitled.

The plan, therefore, which I suggest, will, in my opinion, be attended with these great advantages :—it will avoid the debauchery and intoxication so frequently exhibited at Indian payments, will remove the temptations which are now so freely placed before the Indians, will extend their annuities in value, will teach them a separation instead of a community of property, will encourage economy and industry, and discourage their opposites, and will impair an influence over them which can frequently be exercised to their injury.

Thoroughly convinced, by observation and my investigations, of the justice and humanity of the measures which I have taken the liberty to suggest, I have felt it a duty to submit them to your consideration, in the hope that by their adoption much may be done to improve the condition of the Indians, and their certain destruction be at least impeded, if it cannot be entirely arrested.

I am, Sir,

With great respect, your obedient Serv't,

J. W. EDMONDS,
U. S. Com'r, &c.

DOCUMENTS.

PROGRAMME OF GENERAL HOWARD.

LOGANSPOUT, IND.

Tuesday morning, 13th June, 1837.

In the investigation of certain matters (connected with the Indian payment in the County of Fuller, in September last,) before the Commissioner, J. W. Edmonds, Esq., under instructions from the War Department, I propose to offer testimony upon the following subjects of inquiry, in the order in which they are stated, to wit :—

1st. The difficulty at the payment, embracing the riot or mob, with the attendant circumstances.

2d. The cause and origin of that difficulty.

3d. Its results, and particularly as to the conduct of the officers, &c.

4th. Was it such as to justify calling out the troops ?

These points of inquiry, it is believed, comprehend the matters indicated in that part of the instructions to which my attention has been directed by the Commissioner.

T. A. HOWARD,
U. S. Atty., Ind. District.

REQUISITION OF COMMISSIONERS.

TO COL. A. C. PEPPER.

You will please retain the troops here to protect us and the Chiefs of the Potawatamies, in his discharge of our duty as Commissioners to investigate claims in favour of the Whites against said Potawatamies.

WM. POLKE,
E. V. CICOTT,
R. B. STEVENSON,
D. D. PRATT.

Sept. 29, 1836.

WE, the undersigned, with feeling safe to discharge the duty involved upon us by the Chiefs of the Wabash Potawatamies, through their father, Col. A. C. Pepper, Indian agent, suggest the propriety

of Col. Pepper's sending for the troops at Rochester, to protect us and the Chiefs in the distribution of their annuity ; and also to accompany the money left to pay their just debts to Judge Polke, if required ; and also to prevent all violations of the laws of the State.

EBENEZER WARD, President of the Board.

P. S. We further request Col. A. C. Pepper to lead the troops to this camp.

Sept. 28, 1836.

REPORT OF THE COMMISSIONERS OF 1836.

SIR,—The undersigned Commissioners appointed by Col. Pepper, Indian Agent, and Capt. Simonton, Disbursing Agent, at the request of the Potawatamie Chiefs, in Sept. 1836, to divide and distribute a portion of their money to the heads of families, and to divide the residue among the claimants against the Potawatamies of the Wabash, beg leave respectfully to submit the following report :—

Under the peculiar circumstances existing at the time, owing to the great number of claimants, and others attending the payment, and the difficulty of procuring subsistence in the neighborhood, together with the impatience of the Indians and claimants themselves, it was found impracticable to enter into any accurate investigation of claims presented against the Indians. The undersigned, by one of their colleagues, namely, William Polke, Esq., proclaimed to the people or claimants, that they would endeavor to pay no claims that were not just ; but should they, through mistake, pay any one more than should thereafter, upon an investigation, appear to be just, the claimants would be required to pay them back ; and further, that the undersigned would recommend to the Secretary of War the propriety and necessity of instituting an investigation, by the appointment of a Commissioner for that purpose, of all the claims against the aforesaid tribe of Indians. That the undersigned, believing such a Commissioner would be appointed, and that upon this condition being verbally expressed and understood, the claimants herewith presented were handed in and filed, and afterwards handed back to the owners.

We beg leave to submit to your Honor, that, agreeable to the request of the Chiefs, we paid of the money that was placed in our care to themselves and to the heads of families as they directed, sixteen thousand dollars ; and the remainder thirty-two thousand nine hundred and sixty dollars, as follows, to wit :—

To different claimants as per vouchers, thirty-two thousand eight hundred and thirty-two dollars, and for conveying the same from payment ground to Judge Polke, by two teams, fourteen dollars, (receipts ;) also paid Cyrus Vigus and Moses H. Scott, for assisting in counting the money, five dollars each. Also paid Judge Polke, for sundry accommodations in transacting our business, sixteen dol-

lars ; and also paid Mr. Rice, our interpreter, six dollars ; and to M. B. Brouillet, Esq., four dollars ; and the Commissioners sixteen dollars each ; making ninety-six dollars. Amounting in all that we paid, to the sum of forty-eight thousand nine hundred and sixty-eight dollars.

The foregoing being the full amount of money that came into the hands of the Commissioners on the 28th of Sept. 1836.

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| EBENEZER WARD, | } Commissioners. |
| WM. POLKE, | |
| L. B. BERTHELET, | |
| B. B. STEVENSON, | |

To J. W. Edmonds, Esq., Commissioner U. S.
June 8th, 1837.

LETTER OF ALEXIS COQUILLARD.

Logansport, June 22d. 1837.

To JOHN W. EDMONDS, Esq.

United States' Commissioner for investigating claims against the Wabash Potawatamies.

SIR,—An opportunity having been offered to myself, with others, to present you a statement in writing, explanatory, and in justification of my conduct at the payment of the annuity to the Wabash Potawatamies on the Tippicanoe River, in the fall of 1836, as also in other matters connected therewith, I beg leave to trouble you with the following. I first commenced trading with the Potawatamie Indians in the year 1817, on the little St. Joseph's River, about forty miles distant from Fort Wayne, and continued there part of the time trading for myself, and part of the time as agent or clerk of J. E. Swartz ; at the expiration of which time I formed a co-partnership with Francis Comparet, and removed to Fort Wayne, where I continued trading with said Indians until 1835, embracing a period of near fourteen years. My partner resided during this period at Fort Wayne. During the three or four first years in which we traded as co-partners, we had an annual stock of goods amounting to from five thousand to ten thousand dollars. During the remainder of the time we had annually a stock of between twenty-five and thirty thousand dollars ; and I do not now remember that in any one year during that whole period, we did or could have credited to the Indians more than six thousand dollars. This arose not from our unwillingness to credit them for goods, but from the fears which they entertained, and often expressed, that they would not be able to pay for them. It would be proper for me here to remark, that during the greater part of the time I was trading with them they owned almost the whole of that portion of the State of Indiana lying north of the Wabash River. In the year 1832, on the Tippicanoe River, and in 1833 at Chicago, I had a final settlement with the Wabash

Indians, and received my last payment in 1835. In September, 1836, a short time prior to the payment of the annuity to the Wabash Potawatamies of that year, private business called me to Fort Wayne and Wabash Town. On my return home, other private business required my presence at Rochester, a small town about four miles distant from the spot that had been selected as the payment ground for the payment of the annuity last mentioned. While there, I was called upon by several of my friends to go to the payment ground; and, after some persuasion and statements on their part, all my friends, some Indians among the number, wished very much that I would come. I consented, and did go. In order the better to explain the course then pursued by myself, I must ask you to go back to the year 1819, at which time I at first became acquainted with the Messrs. Ewing. In the year 1822 I think, the father of the Messrs. Ewing had a small trading establishment; but Mr. G. H. Ewing and Mr. Wm. G. Ewing did not commence trading until in 1826 or 1827, at which time they purchased a small stock of goods in Detroit. They located themselves at Fort Wayne, and traded with Miami and Potawatamie Indians indiscriminately. They continued at Fort Wayne until 1828 or 1829, at which time Mr. Geo. W. Ewing removed to Logansport, where he now resides. From my acquaintance with the men, I have found them to be designing, intriguing men, seeking a fortune, (for they, like myself, were poor when they commenced business,) with a determination to get it, as they have often said to myself and others, by whatever means they could obtain it. Showing this to be their character, I have always thought them capable of doing any act, however mean or dishonorable. When, therefore, I arrived at Rochester and the payment ground as above stated. I was not a little surprised to find that they (the Ewings,) had presented a claim of \$32,000 against the Indians. I say I was not a little surprised; for, notwithstanding I thought them capable, as above remarked, of doing almost any thing for the sake of money; yet I did not think they could have the effrontery to bring a claim of that amount for goods sold in the course of one year; and that, too, against the Wabash Potawatamie tribe, which does not exceed one thousand in number. In 1835 they had a final settlement with the Indians, and were allowed the sum of \$8000, at which time they received \$5000, and were to get the remainder in 1836, which they did. When they were allowed that sum, they said to many persons, and to the Indians themselves, that that was the whole of the claim they then had against said Indians; and when we add to this, the fact that they have purchased from these same Indians nearly 3,000 acres of land, besides the great amount of land which they have purchased from other persons; that they only commenced business about ten years since, and that, too, when poor; and that they never, at any one year, purchased more than \$40,000 worth of goods to supply a large store at Fort Wayne, where they also traded largely with the white population, a large store at Logansport, where they also sold largely to the whites, besides a large number of small establishments elsewhere; I think you must yourself be surprised. I would here beg leave to remark, that

from my intimate knowledge of the Potawatamie Indians, their character and language, I can state, without fear of contradiction, that there is no race of beings who can so easily be made the dupes of designing men. They are a simple, confiding people ; and when they have confidence in any person, that person can persuade them to sign any paper, and do almost any act. This remark is particularly applicable to the Messrs. Ewing ; being endowed with considerable natural ability and sprightliness, possessing gentlemanly and easy manners with the disposition I have before mentioned, they are the men of all others most likely and able to deceive and lead away persons so ignorant and credulous as the Wabash Potawatamies. I found a great excitement among the white people, as also among the Indians. That among the whites was occasioned by the unusual amount claimed by the Messrs. Ewing, and also from the fact, that Mr. G. W. Ewing and Cyrus Taber had been selected to pay the claims. That among the Indians was occasioned from the fact, that the head Chiefs of the nation had sold reservations that had been given to bands, without consulting the Chiefs of those particular bands. I did not get to the payment ground until Saturday evening, and consequently knew nothing of the occurrences of the previous days. When I first reached the payment ground on Saturday evening, a great number of persons complained that the Messrs. Ewing were going to defraud them of the amount of their several claims, and the Indians of the money. There was at that time a very great excitement, which continued until late on Sunday evening, in which I took no part until on Sunday, when in a conversation with Messrs. Carter and Grover, I advised them to go to G. W. Ewing, and get him, if possible, to consent to the appointment of disinterested persons to investigate the claims, and pay a part or all. One of them went in search of him for that purpose, but found him in the council-house distributing the money, which prevented a conversation. I then went to Mr. W. G. Ewing for the same purpose ; he made some insulting reply, when I first civilly accosted him, which caused us to quarrel. While we were still talking, some difficulty took place at the council-house, which attracted the attention of every person, and caused a general rush in that direction. I too went, but for no other purpose than to see the cause. When I got there, General Grover asked me to speak to the Indians, and explain the reason of the disturbance. In order to do this, I first attempted to get upon the top of the council-house. I caught hold of the top pole of the house to pull myself up, but it gave way, and I fell to the ground. I made a second attempt, but was pushed back by Major Andre, the captain of the guard. I then succeeded in getting upon an adjoining house, when I explained to the Indians the cause of the disturbance. I also told them that the Ewings were attempting to cheat them out of their money. I told them not to be still like boys, and let themselves be robbed ; but to come out like men, and pay their honest debts, and no more. Being excited, I said much on this subject ; but most positively deny saying any thing against or derogatory to Col. Pepper, Capt. Simonton, or the government of the United States. And here I must say, that I see in the evidence that has

been adduced before you, Sir, that the witnesses have blended the remarks made by myself with those made by the Indian Chiefs. They were exasperated against those who sold their land, and consequently said many hard things against them, and also against the government and its officers. I also explained to the white people the cause of my speaking to the Indians. I furthermore remarked, that I had no claim, no interest to be effected by whatever course might be pursued ; but that I disliked to see the Messrs. Ewing cheating and defrauding the Indians, and their neighbors, in the manner already alluded to. I would further state, that in the early part of that day, (Sunday,) I was sent for by the Indians. I went, and found them assembled. One of them had risen to speak, when the agent, Col. Pepper, came up, and informed me that it was unlawful to hold counsel with the Indians. Upon this statement being made, I immediately left. After this I had frequent conversations with the Indians, in which they mentioned the cause of their grief, which was the sale of their lands. Thus, Sir, I have given you a full, fair, and candid statement of the facts as they occurred with which I have been identified. I have been thus full, to show the reasons and the feelings that actuated me in the part I took in the affair of the fall of 1836. In conclusion I will say, as I have stated before, that many witnesses, whose evidence has been adduced before you, have blended the remarks made by me with those made by the Indian Chiefs who spoke ; and I do most solemnly aver that I did not say any thing, either directly or indirectly, of the government or its officers ; and as to the statement made in the letter purporting to have been written by some Indians, but actually written by George W. Ewing, they are false ! positively false !

A. COQUILLARD.

LETTER OF E. V. CICOTT.

Logansport, June 20th. 1837.

HON. J. W. EDMONDS.

SIR,—Unavoidable circumstances having prevented me from attending the Court of Investigation held by you, as Commissioner on the part of the United States, and the Potawatamie Indians, under instructions from the War Department ; and understanding that charges of a foul character had been made against me by G. W. Ewing, implicating my character and conduct as one of the individuals selected by Col. Pepper and Capt. Simonton at the last payment of annuities to the above-named Indians, to examine and pay claims presented against them on that occasion ; I deem it my duty to give you a brief and explanatory statement of the facts connected with that transaction so far as it regards the claim of Silas Atchison.

In the fall of 1835, Silas Atchison had a claim against the Potawatamies of the Wabash for labor and depredations, amounting to

five hundred dollars ; it appears that he had made several attempts to get that amount from the Indians, but had always failed. He came to me some time after the payment of 1835, and proposed that if I would collect his claim, he would give me the half of it for my trouble. I took it, under the honest conviction that I could not collect more than half of it, as there were a great many claims of the same nature existing against the Indians. I, however, took the assignment on the back of said claim, and gave him my receipt for the same.

Whilst acting as Commissioner at Judge Polke's house last fall, I presented to the gentlemen composing that board "the Atchison claim," and left the room immediately, to afford them an opportunity of acting upon it during my absence. On my return into the room I found \$250 of the same entered on the list of claims allowed ; that amount I presented to Silas Atchison the same day, and he paid me, agreeably to promise, \$125.

Can it be possible that such a transaction could have been received by any person (unless he be an individual devoid of honor and moral rectitude) in any other light than an honest and fair transaction. Such, however, as it is, I submit to your consideration, believing that you will do me ample and impartial justice.

With much respect, I am

Your ob't Servant,

E. V. CICOTT.

EXTRACT FROM A LETTER FROM COL. EWING TO THE COMMISSIONER.

N. B. As to the reference made to me by E. V. Cicott, in his recent communication to you, I will barely remark, that the undisproved fact that he fraudulently obtained \$2393.00 from the Wabash Potawatamies in Sept. 1836, and that he subsequently appropriated \$125 to his *own* use when acting as a distributing Commissioner or mob man, without any *honest* consideration ; and all these facts appearing in evidence before you, is deemed a full and sufficient reply and refutation to any thing he may have said relative to me.

It now remains to be determined, from the future action of the government, whether those Indians will or will not be protected from such open, notorious, and flagrant *frauds* ; perhaps Mr. Cicott could give you some information as to the two boxes of Indian money, which it seems has not yet been accounted for to you ; let an honest inquiry be continued, "villany will out."

I remain with great respect,

your most ob't servant,

G. W. EWING.

HON. J. W. EDMONDS, U. S. Commissioner.

June 21st. 1837.

LETTER FROM COL. EWING TO THE COMMISSIONER.

Logansport, June 27th. 1837.

HON. J. W. EDMONDS.

SIR,—In the hopes that this will find you safe and comfortable at Detroit, I have taken the liberty of again reminding you of my former request, namely, that you would oblige us with a copy of Mr. Howard's communication to you; and also of Mr. Taber's evidence as given in before you, as I did not receive them from Judge Polke's. I conclude you found yourself too much fatigued to copy them there.

On the subject of Coquillard's letter, which you was good enough to show me, I have to say that it is a *base fabrication of falsehoods* so far as it relates to my brother and myself; and as it was *personal* and abusive towards us, I hope you will see at once the propriety of suppressing it. If such Billingsgate effusions as are contained in that communication, be receivable in place of plain matters of fact explanatory of our conduct or acts, it would then indeed be by no means strange that the greatest rascal would make himself out the most honest man.

I could give the pedigree of the villain Coquillard, from his boyish days among the renegade British Canadians, (who fled from our side, and went into Upper Canada during the last war,) at Malden, insulting and torturing the American prisoners, and practising outrages upon their persons and their feelings.

I could trace the same British-hearted rascal, during his intercourse among our Indians since the late war up to the present period; and prove upon him that he has ever opposed the measures of our government, and done much towards alienating these people from it; and at every treaty I ever saw him at, he has notoriously opposed, vilified, and traduced the officers of the Federal government. At the late treaty in Sept. 1836, he used all his influence to excite the British and Catholic Indians to acts of violence, and urged them to go forward and shed blood.

Will the General Government brook such open insult as has been fully proven against that man? and will Mr. Howard be justified in his demagogue course?

This is a subject to which the attention of members of Congress will be called. In my opinion, that gentleman, after having refused to enforce the laws of Congress, notwithstanding he had been fully advised that they had been outraged, (the information having been given by Col. Pepper, Indian Agent, more than six months ago,) took upon himself to speak of responsibility, &c. It is well; and so far as he is concerned, he had better look to it; he will hear of it on the floor of Congress, as well as in the public prints of our own State.

I feel a particular solicitude to know what your report will be relative to the late claims laid before you, especially our own; and am of opinion, that it would greatly facilitate the removing agent; for it is

not to be presumed that any of those Indians will agree to move out of the State until advised that their just debts are paid and suitably provided for. This determination they have invariably expressed.

It is my wish and desire, however, that nothing may occur to detain them here any longer ; but that Col. Sands may succeed in taking them all off this fall.

With great respect,
your ob't, humble serv't,
GEO. W. EWING.

LETTER OF JOSEPH BARRON TO THE COMMISSIONER.

INDIAN AGENCY.

Longansport, Ind. June 19th. 1837.

SIR,—I have had an opportunity of examining my testimony as given and signed before you. The condensed manner in which you have to take all testimony down, is my apology for writing you this letter, with the request that you will lay it before the proper department. I have now to reiterate, in a few words, what I have stated before to you under oath ; but, to be brief, I will refer you to my testimony as given, (and say, upon examination of it,) I find nothing but what is strictly correct. I know that the letter was wrote at my house by Mr. G. W. Ewing, at the request of the Indians, and forwarded to the President. Things are told in that letter, (a copy of which you have,) which was not in the original, and never was interpreted by me for the Indians, or requested by the Indians to be said to the President. The main object of the Indians in having the letters wrote, was, that their Great Father should send a Commissioner to settle their pecuniary affairs without making specific charges against any individuals, particularly against the Agent, Col. Pepper ; the Indians all know that he is a faithful public officer, and a good father to them. I have been in the government service for nearly forty years, and now getting old. I was the interpreter to Gen'l. Harrison at post Vincennes, and have since been identified with all the treaties made in the country as interpreter. I followed my Chiefs, Gen'l Harrison and Tipton, and was with them at the battle of Tipicanoe. Since then I have been the Government interpreter for this Agency. Now, my dear Sir, I have the painful duty to acknowledge that I have acted improperly, and deserved the censure of my officer, Col. Pepper, and the President, for doing as I have innocently done ; that is, allow Mr. Ewing to hold a council with the Indians for whom I am interpreter, and allowing myself to be deceived by him relative to the contents of the letter alluded to ; and also that I did not demand or retain the said letter until my officer, Col. Pepper, had approved of it. You will please to understand me distinctly, that no reproaches were made in the original letter interpreted by me for the Indians, against Col. Pepper. I must say, in conclusion, that I beg the favor of the Department that I may in

my old age be retained in the public service ; and through the medium of this letter, to add my regrets that I have in any manner, innocently been the cause of injuring the feelings of my good officer. To him I owe an additional apology for allowing myself to witness a document purporting to be what the Indians said, which they did not say ; neither was Mr. Ewing authorized to say what he has said in that letter. I am not able to read or write English as well as many others, and it being the habit with me to depend upon my officer to take down what the Indians say in writing correctly, I did not examine the letter after Mr. Ewing had wrote it, and was therefore greatly deceived by him. It is a good lesson for me, and I never will again be deceived by bad men, and do things, even innocently, in the absence of my officer, that I afterwards regret.

It was the intention of the Indians, and expressed by them, that the letter was to be given to Col. Pepper, and by him forwarded to the President. I never interpreted the letter as it now reads. Had I done so, the President would do but justice in turning me out of public employment, even with the recommendation of forty years faithful service heretofore. This bad man has deceived me, he has deceived the Indians ; and to gratify his personal feelings against individuals, he represents the Indians to say, and me to have interpreted, what they never said.

I hope you will be satisfied with my statement, and will beg the favor of you, to make such report to the Department as will explain the manner in which I have been deceived.

Very respectfully,

JOSEPH BARRON.

HON. J. W EDMONDS,

Commissioner for investigating
for Potawatamie Indians.

LETTER OF PETER BARRON TO THE COMMISSIONER.

Logansport, 23d. June, 1837.

SIR,—Having understood that you depart in the morning, I feel it my duty to mention some facts that are not contained in my testimony as given before you. You are aware that Mr. G. W. Ewing and his counsel, both insisted before you, during the time that my examination was going on, that I should be allowed to read the letter to which my name is appended as a witness, as they had ; and you readily granted their request. You also recollect, that during the investigation of that letter, the original was called for, and the statement was made that it was at Washington City. Now, Sir, I have to state that the said Mr. G. W. Ewing handed me the original letter, to which my own hand-writing as witness is appended, to read at his own house, previous to his request that I should have the liberty of reading the copy in your possession ; and I do believe

that the original letter mentioned, and the copy you have, differ in substance ; and am certain that I signed but one letter as a witness.

PETER BARON.

LETTER FROM COMMISSIONER TO COL. EWING.

Detroit, Sept. 15th. 1837.

SIR,—On the morning that I left Logansport, a letter was put into my hands, signed by Peter Barron, in which he states that he witnessed only one letter from the Chiefs of the Wabash Potawatamies to the President ; that the letter which he signed, and which was that signed by the Chiefs, he saw in your possession at Logansport while I was there ; and that he believes it to be different from the copy which I had and used on the investigation.

This statement was, under the circumstances, so extraordinary, that I felt myself called upon to procure the original letter from Washington before I would give credit to it. On my arrival at this place I wrote to the Commissioner of Indian affairs, and have received the paper from him.

I regret to say that an inspection of it confirms the statement of Barron. It is evident that the names of the witnesses to it were not written by those individuals, but they are apparently all in the same hand-writing. Gosland, you are aware, cannot write at all ; but his name is written in full ; and the other signatures are widely different from those with which I became acquainted as the genuine hand-writing of the persons named.

You will perceive how serious is the charge which may be made in reference to this paper, and how difficult it will be for me, without an inspection of the paper in your hands, to determine its accuracy.

I must therefore request that you will forward to me by mail, directed to me at Hudson, the original letter to which Barron refers.

You will perceive that there is not now any genuine letter from the Chiefs before the government. That which I was directed to investigate, has been disputed, in whole or in part, by the Chiefs, and by the witnesses to it ; and an inspection of the paper itself is against its authenticity. Of course I cannot permit myself to doubt that the paper which I have is a correct copy of the original in your possession ; but I cannot know or say that it is so until I see the original ; nor will it until then be in my power to remove the imputations which may grow out of the state of things as they now exist before me.

I hope to receive your early answer, as my report will be delayed until then.

I am very resp'y.

Your ob't serv't,

J. W. EDMONDS.

U. S. Commissioner.

To COL. G. W. EWING.

LETTER OF THE CHIEFS AS TRANSMITTED.

To our Great Father,

ANDREW JACKSON,

President of the United States.

FATHER,—We, the undersigned, Chiefs, Head-men, and Warriors of the Wabash Potawatamie Indians of the Eel River Agency, have come into this place, having escaped from the late payment ground in our own country under cover and protection of the troops ; and in this manner we fled from our homes and villages here, in the hopes of finding security and protection for ourselves and families, from the Catholic and hostile British Indians of the north, and their evil advisers ; namely, a great number of degraded Frenchmen and half-bloods, who live near to and among the St. Joseph's Indians, and who have been active in exciting those deluded Indians to fall upon and massacre us.

Father,—We have always listened well to your good advice and wise counsels, and we find them good. We know you are a great brave, and good man ; that you will do as you promise. We come now with sore hearts, and our minds filled with sorrow, to speak with you and tell you true. We intended to speak to you through our Father whom you have placed near us, (Col. Pepper,) but he has gone away, and can't hear us. Before we had signed treaties to him, Father, for all our lands, he was always ready to hear us, and to promise us the protection of your strong arm ; but now he has our treaties in his pocket for our *entire country*, he has no time to hear us, nor to *protect* us in our present deplorable situation. Sold out of house and home, and without a father to provide for, protect, or otherwise take care of us, and hourly in danger (if we return to our villages) of being massacred by those hostile Indians who have ever refused to listen to your good counsels as well as to ours. We wish and intend to follow the advice and counsels of our Great Father, and to look to him for support and protection—that protection which has been promised us, and which was a strong inducement with us when we sold all our lands, and for which we have incurred the vengeance of our bad people. Again, we saw there were too many white people about our reserves for us to live on them in peace, and we signed a general treaty in September last, selling all our lands to our Great Father, and agreed to go west of the Mississippi, and accept of that home he had there provided for us. Father, so soon as this fact was known to the Catholic Indians, who resided on these last-sold reserves, and to those St. Joseph's and Chicago *renegade* Indians who have collected on them, in great numbers, and all of us being now assembled together near the Tippecanoe River, where we were to receive our money, a great excitement prevailed ; those Indians who opposed us, held a council of war, and resolved that every one of us who had signed the treaty should be killed ; and they proceeded to appoint war chiefs, whose duty it should be, and now is, to see their decree put in execution. We were immediately

menaced, and insulted by them, and told what we had to expect from them; and on the next day, being the day on which we had received our annuity and treaty money, the house we were in transacting our business, was surrounded by those Indians, and their associates and advisers, the clan of Frenchmen before spoken of, and our lives were threatened on every side. Alexander Coquillard, a bad man, who has always opposed our Great Father's policy, was among them and at the head of the assailants; he got upon a house, and made a speech to the hostile Indians, and urged them to kill us; he told them we were not Chiefs, that we were boys and hog-thieves; that the President of the United States was a bad man, a *rascal*, and that he had stolen the Indians' lands; that he was now robbing them of their money (because we were willing to pay our just debts), and that he would next send us away like dogs west of the Mississippi, where we would be poor and unhappy. He then got up John B. Shadrina, a Potawamie half-blooded Indian, who repeated again, loud and plain, what Coquillard had before said to all the Indians.

FATHER :—We will now return to what we wish to say about our money, most of which we were *robbed* of and *cheated* out of by bad white men, as you will soon hear. We received from Captain Simonton \$64000,00, and gave him our receipt; he is a good man, and treated us very kindly; and so did our Agent, Col. Pepper, whom we also love and respect. They took some of this money, with our consent and approbation, to pay depredation claims; the amount was about \$2500. This was very right. The balance was all delivered to us after we had given our receipts to Capt. Simonton for it; and we were then told by them that the money belonged to us, that it was what our great father owed us for our lands, and we had a right to do what we thought proper with it; but our Father, Colonel Pepper, advised us to pay our debts and act like honest men; to which we replied that we intended to do so, and accordingly had got two of our friends (men whom we knew were honest and capable) to aid and assist us in counting and paying such of our debts as we should direct. These two men are Cyrus Taber and George W. Ewing, known to us as Mianii-mo and Show-o-no-mo—they live in Logansport. Our Father, Col. Pepper, promised also to help us, and to stay with and *protect* us, and keep proper order until we could do our business; it would have required about one day. We began paying off such of our debts as we knew to be justly due from us, and we rejected and refused to pay such as we knew were not proper; (of this description there were a great number.) At the payment, the year before, we had settled with *all* our traders, had then paid them a part, and agreed to pay them another part this year. A list of those claims was left with our Agent, Col. Pepper. He called them over one by one, we ordered them paid so far as we thought just, and the two men we had there to assist us, paid out our money as we directed them. We found two large sums on that schedule at the bottom, that *had never been allowed by us*; they were put on the next day (we afterwards learned) by some person improperly, and without our knowledge and consent. These two large sums, amounting in all to six thousand dollars, we refused to

pay, because we *did not owe them*. We proceeded to pay such claims as we knew to be due from us. We gave Joseph Barron, our old friend, who has always divided his last shilling with us, who had supplied us with goods, provisions, and horses for the last year, in all, the amount of \$5500. This sum, added to the amount we owed him on the schedule of last year, viz. \$2500, made in all eight boxes. This amount we paid over to him in open council; our friends whom we had appointed for that purpose counted it out to him, he took it away and put it in his house close by. The next man we paid was our friend Ewing (Show-o-no-mo), of the firm of Ewing, Walker & Co. of Logansport. This man we owed as follows, viz. amounts advanced by him to our people under General Marshall's treaties in Dec. 1834, in all \$6200, for which he has the receipts of the different bands; amount due him on schedule of August 1835, in the hands of Agent, \$6450; this was for goods and provisions advanced and trusted out to the Wabash Potawatamies by him at Fort Wayne and Logansport since the treaty of October 1832, and up to that date as schedule shows; amount advanced by him under the treaties made by Col. Pepper, our Agent, this last year, in all \$11500; and amount advanced by him in goods and *provisions* after settlement with us in August 1835, and until the time of last payment in Sept. 1836, \$7850; making in all \$32,000. We had examined all of his vouchers and accounts, and were fully satisfied that we owed him that amount. We therefore gave him our note for the whole amount, and agreed to pay him the one half of it this year, and the other half next spring. With this understanding he was satisfied, and so were we; for we would have paid him more if he had insisted on it. He is and has long been our *great friend*, has ever supplied and supported us. We have known him as our trader for fifteen years; he speaks our language well, is a good man to us and to our people; they all like him, for he never refuses to clothe or to feed us. Had it not been for him, during the last year we must have suffered, and our children starved for bread. He paid out his money to purchase flour and bacon in large quantities (which was very high and hard to get); and with this he supplied all the Wabash Potawatamies who called on him. It was both our wish and our interest to pay such a friend, and to support him, in return, when it was in our power to do so. He told us it was necessary for him to have money, that he too was in debt, that he owed his friends in New-York, where he had got blankets and rifles for us; that he wanted to pay those men to get more goods. We therefore paid him as we had agreed to do—the half of his claim, namely, sixteen boxes; and we, with our own hands, in open council, counted and laid them aside for him. The next friend was Cyrus Taber. This man stood in a similar relation to us that our friend Ewing did; we call him Mi-ami-mo; all our people know him, go to his house and are well treated by him. We owed him in all, under General Marshall's and Col. Pepper's treaties, and for other advances made by him up to that time, (embracing \$4000, which we agreed last year to pay him this year, as our schedule will show,) in all the sum of sixteen thousand dollars. His account had been examined and explained to

us, and we were satisfied of its correctness. We therefore agreed to pay him eight boxes this year, being the one half of the entire amount of his demand; and to pay him the remainder next spring. He has always been a good man to us, and supplied us when we were in need. We therefore selected him and Ewing as our friends with whom we would do all our business, and we did so almost exclusively. We always counselled and advised with them before we sold any of our lands; for although we love our Agent, and believe him to be a good Father and an honest man, yet we did not know him as well as we did these two friends of ours, who have lived here among us for many years. They advised us to sell our lands to you, and to do in all cases as our Great Father would advise—to look to no one but him—that he was the Great Father of all the Americans, was a great, good, and just man; and that he would be a good father to us if we would be obedient children to him; that he would take care of us, and enable us to pay our just debts, and to go from this country in peace. This was the kind of counsel they gave us, and they went out among our people this last spring and summer, and helped Col. Pepper make all his treaties; so when we heard the same talk from Col. Pepper, from our old friend Josa, and from these two last friends, we believed what we heard, and we sold our lands to our Great Father. In all cases the protection of our Great Father was promised us, and that our just debts should be paid, or that we would have money enough sent to us by our Great Father to pay them. In this we don't say we have been deceived, for our hearts were glad when we saw you had sent us so many boxes of money this year; and had we not been *abused* and *robbed* by bad white men of our money, our hearts would yet have been glad, and our honest debts paid.

Father,—When the white people found we were willing to pay our honest debts, and that we were willing to appropriate the most of our money for this purpose, they began to make papers (i. e. claims); and in this way, and upon the payment-ground whilst we were transacting our own business, and trying to do what was right and honest, claims and papers, amounting to near \$200,000, were made (most of them there on the ground), and pushed in upon for immediate payment. We told the people to be patient, and we would take up the claims one by one, call in the claimant, and, so far as he could satisfy us that we owed, we would agree to it and pay a part then, the balance next year. This did not seem to please or satisfy them. Many large claims were urged by men from the river Rasin, and from Detroit, and from Post Vincennes, of twenty-five and thirty years standing; these we have no knowledge of, believe they are not just, and are not willing to pay any such claims. All these claims were paid by us in the treaties of 1826, 1828, and 1832; and some of them paid two or three times over. These claimants, after getting drunk, the most of them, and being joined by Coquillard and many other bad Frenchmen from St. Josephs, and the hostile Indians, rushed into the house in part, and others began to tear it down, crying out, "we will take the money by force;" and in this way a general "mob" took place. We, who were the

proper owners of that money, were entirely disregarded or abused, and insulted; and in this angry, rude, and insulting manner, with clubs, pistols, dirks, and guns in their hands, they seized upon our money and took it from us. They then took from our friends, Ewing, Taber, and Barron, the money we had paid them. By this time the Agent, Col. Pepper, had partly succeeded in quieting the mob; but they were very abusive, and so were the hostile Indians, towards us. It was now night; we heard from every side that we were all to be killed, and dreading such consequence, we went to our Agent, and reminded him of his promise that he *would protect us*, and that we expected him to do so, that we had not done any thing wrong as we were aware of. He spoke like a man to us, and said that the Great Father never broke his word; and that he (the Agent) would protect us, or would die with us; to be quiet and keep still, and leave the balance to him. This speech he made to us through our friend Ewing, and we believed it. Ewing then told us not to fear; that the strong arm of our Great Father was near at hand, and that it should be over and protect us before the setting of another sun. He encouraged some of our Chiefs and young warriors, and told them to defend themselves if attacked. This friend gave us much good advice, and was frequently with us. The night was spent in great suspense; we did not sleep, for we expected to be attacked, and all killed. The next day was a tedious and long day. The St. Josephs' Indians and Frenchmen held frequent councils all that day, and finally despatched two of their war-chiefs, Ash-kum and Ship-she-waw-a-noo, followed by about three hundred young Indians of the hostile party, to the council-house; and there they elevated themselves (the two Chiefs) upon a large box directly in front of the Agent's house, where he, the paymaster, and ourselves were. They there made long and *most inflammatory* speeches against us and against our Great Father. They repeated in substance what had been said the day previous by Coquillard and Shadrina on the house-top. They said the President of the United States was a *rascal*—that he had lied to, and cheated them; that he had stolen our lands, and had made chiefs out of boys and hog-thieves; that we were not Chiefs, and should all be killed. About this time good news came, and we were informed that troops were at hand; that one hundred young braves were then on their march to the camp to protect us, and to see that the name of our Great Father was not insulted. It was true; for they came, and they looked like warriors, and they were all well armed, they marched into the camp. The bad Indians and the bad white people gave way, one of the young braves planted the flag of our Great Father on the top of the council-house, and neither the bad Frenchmen nor the British or Catholic Indians dared disturb it. This was very gratifying to us; for we saw, that although they disliked the strong arm of our Great Father, yet they had not the courage to insult and disturb it. Then our hearts were glad, and we felt protected. We then agreed, in order to satisfy the white people that we wanted to do what was right, that Col. Pepper and Capt. Simonton might select five good white men more, who should be entirely disinterested; and that they should be under our control;

should help us pay out part of our money to our own people, and that they then should pay out such sums on the different claims against us as we should direct them to pay, after having first examined the claim and satisfied ourselves it was just. To do this, it was thought best to remove the money from the payment ground to Judge Polke's, about three miles distant. Accordingly five men were named by our Agent; but he did not select good or honest men, nor were they disinterested. They proved to be very bad men, as you shall soon hear; and they too joined in with those bad white people who had *false claims* against our people, and among them all we have been shamefully abused, wronged, and robbed of our annuity; our just debts are not paid, but a large sum, amounting to near forty boxes, of our money were lavished out by these five bad men; and in many cases on claims in which they were interested, or had been *bribed* to get allowed. Our Agent, after having told these men that they were to pay out that money as we should direct, and presuming, we suppose, that there would be no further trouble about it, left us, and went into Logansport, which we were very sorry for. He had promised, and we think he should have staid with us until we had finished our business; for no sooner had he left, than those five men took full possession of our money. We were not permitted to go into the house, but were turned out; and told that we had nothing to do with that money; that they were going to do as they pleased with it, and truly they did so. And we have good reasons for believing that their own pockets were not a little *benefitted* by the transaction. They never examined one single claim, nor asked us whether we did or did not owe certain claimants; but gave it out thus arbitrarily, or kept it themselves in part, we know not how, nor will they ever give us a list of the names of the persons to whom they paid away our money. Father, is not this robbery? and will you suffer us to be thus abused? We owed honest debts, and were anxious to pay them; but we wanted the privilege of settling those debts ourselves. We are told and believe that those men paid several large sums or claims, on the condition that for getting them allowed they should have the one-half; and we are told this can be positively proven in several cases. We think our Father, Col. Pepper, ought to have remained and protected us from such vile impositions. We think it was his duty to have remained there until we could have disposed of that money on behalf of our people as they desired it done; they and ourselves were the proper owners of it: it was taken from us forcibly; our friends, whom we justly owe, are not paid; they are injured and wronged; and yet to them we must again look for aid and support, for we have no money, and those who have cheated us out of our money are gone we know not where.

Father,—We came in here from necessity, as before stated; and yet the Agent has provided us no provisions. We are supported by our friends Barron, Ewing and Taber; they are supplying us with beef and bread for ourselves and families. We wanted to talk to our Father, the Agent, but he left this morning. It is true we have no more lands to sell, but we hope our Great Father will not refuse

to listen to his red children because they have no more land to sell. We have sold all our country to you, Father, because you told us you wished us to do so; and we are always willing to listen to your good counsels.

Father,—We want you to send a good man here to look into this business for us, to get back our money that the bad white men have stolen from us. We don't want to pay claims that are *not just*, but we want to pay those that are just. We wanted our friends Ewing and Taber paid first of all; and we want you, Father, now to see that they are paid. We are ashamed and mortified, because these two men are not paid. It is the voice of the whole of the Wabash Potawatamies that they should be paid; we all know their claims to be just, and we all again unite in asking you to cause them to be paid out of the first money due us from you. There is one man, N. D. Grover, whom we paid all up last year; he came on again this year with another large claim; this we don't think is just, but we believe this man has cheated and wronged us. Our people never got much from him, and we learn he has got a large amount of our money this year again. And Edward V. Cicott; this man we paid a large claim to last year, amount \$2300. We did not justly owe it, nor more than one-fourth of it; but we gave it to him; and this year he has managed to get \$3500 more of our money for *nothing*, and most unjustly. We owed him nothing, at farthest not to exceed \$500. These things are very wrong, and we want you to protect us from such imposition and frauds. Cicott was one of the five men selected to help us settle our business, (they were all to be entirely disinterested persons,) and he continued to defraud us out of near \$4000. Grover was one of the drunken mob-men, and has been paid for his rascality by receiving \$3000 or \$4000 of our money for nothing.

Father,—We have now told you the truth about our situation, and as to the shameful manner in which our money has been taken from us; and we ask you to hear the truth, inquire into the outrage, and to do us justice. Next and lastly, as to ourselves; you see our situation, we are here without an Agent or a Father, destitute of money, afraid to return with our families to our villages, for our lives are threatened, and bad Indians are waiting for us. We hear from them daily. We are not afraid to die, nor do we want to shed the blood of our own people. If we have done wrong, it has been in listening to your counsels; but we still think we have done right; and we want our Great Father to send a good talk to this frontier, tell those bad Indians and the bad white people too, that they must not do as they have done, and that you will punish them for the injury they have already done. Father,—the cause of the great trouble was in part owing to the large sum of money you had sent us; which caused bad men, both red and white, from every quarter to gather in upon us; and our Agent was without a guard, or any way of defending himself. But the great difficulty was the fact of our having sold out those remaining reserves upon which the Catholic and British Indians, French and half-French, and the priest, reside. Those Indians had re-

fused to sell and remove west, and they had shut their ears against your counsel. They have sworn to kill us for having signed the treaty; and we much fear they will execute their *wicked* designs, unless awed from it by a strong talk from you, or unless you send some of your troops here early next spring. We expect the protection of our Great Father, we hope he will not forget us; if he does, we will most likely be killed by our bad people. You have promised us your *protection* and *friendship*. We want it now, or we are lost. A bad fate awaits us if you don't take some active measures to save us.

Father,—What we have said, comes through our hearts; it is true, and we have nothing more to say.

LOGANSPORT, INDIANA,

October 18th, 1836.

Witnesses present.

PETER BARRON,
ANTHONY BARRON,
ANDREW GOSSLAND,
ANDREW JACKSON,
JOSEPH BARRON.

The proper Chiefs, head-men
and warriors of the Wabash Po-
tawatamies.

PASH-PO-HO, his X mark.
O-KAH-MAUS, his X mark.
I-O-WEH, his X mark.
M-JO-QUISS, his X mark.
WEE-WEE-SAH, his X mark.
NO-TAW-KAY, his X mark.
PO-KAH-GAUS, his X mark.
NAS-WAW-KAY, his X mark.
KE-WAW-NAY, his X mark.
MAT-CHIS-SAW, his X mark.
NEE-BOOSH, his X mark.
PEE-PIN-A-NAW, his X mark.
TO-POSH, his X mark.

ORIGINAL LETTER OF THE CHIEFS TO THE PRESIDENT.

To our Great Father, Andrew Jackson, President of the United States.

We the undersigned, Chiefs, head-men and warriors of the Wabash Potawatamie Indians of the Eel River Agency, came in here, having escaped from the Indian country under cover of the troops; and in this manner fled from our homes and villages to this place, in the hope of finding protection and security for ourselves and families from the Catholic and hostile British Indians of the north, and their evil advisers, namely, a great number of degraded Frenchmen and half-blooded Indians, who live near to and among the St. Joseph Indians, and who have been active in inciting those Indians to fall upon and massacre us.

Our Father, we have always listened well to your advice and wise counsels, and we find them good. We know you are a great brave, a good man; and that you will do as you promise. We therefore come now with sore hearts, and with our minds filled with sorrow, to speak with you and to tell you the truth. We intended to speak

to you through our Father, whom you had placed here near to us, (Col. Pepper); but he has gone away, and cant hear us. Before we had signed treaties to him for all of our lands, he was always ready to hear us, and to promise us the protection of your strong arm; but now that he has our treaties in his pocket for our *entire* country, he has no time to hear us nor to protect us in our present deplorable situation. Sold out of house and home, and without a father to provide for and take care of us, and hourly in danger (if we return to our villages) of being massacred by those hostile Indians who have refused to listen to our counsels and to yours too. We wish and intend to follow the advice and counsels of our Great Father, and look to him for support and protection; that protection which has been promised us, and which was one of the inducements held out to us on selling all our lands. Again, we saw there were too many white people about our reserves for us to live on them in peace; and we signed a general treaty in September last, selling all our country to our Great Father, and agreed to go west of the Mississippi, and accept of that home he had there provided for us.

Our Father, so soon as this fact was known to the Catholic Indians who resided on these last sold reserves, and to those St. Joseph and Chicago renegade Indians who had collected on them in great numbers (and all of us being now assembled together near the Tippecanoe, where we were to receive our money,) a great excitement prevailed. Those Indians who opposed us, and held a council of war, resolved that every one of us who had signed the treaty should be killed; and proceeded to appoint four war-chiefs, whose duty it should be and is to see that decree put in execution. We were immediately menaced and insulted by them, and told what we had to expect; and on the next day, being the day on which we had received our annuity and treaty money, the house we were in transacting our business was surrounded by those Indians, and their associates and advisers, the clan of Frenchmen before spoken of, and our lives were threatened on every side. Alexander Coquillard, a bad man, who was always opposed to our Great Father's policy, was among them; and at the head of the assassins, he got upon a house and made a speech to the hostile Indians encamped there to kill us; said we were not Chiefs; that we were boys and hog-thieves; that the President of the United States was a rascal, and had stolen the Indians' land; that he was now robbing them of their money, and that he would next send them west of the great river, where they would be poor and unhappy. He then got up John B. Shadrina, a Potawatamie Indian, who repeated again, loud and plain, to all the Indians what he had before said. Our Father, we will now return to what we wish to say about our money, most of which we were robbed of, and cheated out of, by bad white men, as you will soon hear.

We received from Captain Simonton \$40,000, and gave him our receipt. He is a good man, and treated us very kindly. He took some of this, about \$2,500, to pay depredation claims. This was right; the balance was delivered to us after we had given our receipt to him for it; and we were told that the money belonged to us; that it was what our Great Father owed us for land, and that we had a

right to do what we thought proper with it; but our father, Col. Pepper, advised us to pay our debts and act like honest men. This we intended to do, and accordingly had got two of our friends (men whom we knew to be honest and capable) to aid and assist us in counting, and paying such of our debts as we should direct. These two men are Cyrus Taber and George W. Ewing; they live in Logansport. Our father, Col. Pepper, promised also to help us, and to stay with and protect us, and keep proper order until we could do our business; it would have required about one day. We began paying off such debts as we knew to be justly due from us, and we rejected such as we knew were not proper. At the payment, the year before, we had settled with all our traders, paid them part, and agreed to pay another part this year. A list of these claims was left with our agent, Col. Pepper; he called them over one by one; we ordered them paid so far as we thought just, and the two men we had there to assist us paid out our money as we directed. We found two large sums on that schedule that had never been allowed by us; they were put on the next day, (we afterwards learned,) by some person improperly, without our knowledge or consent. These two large sums, amounting in all to \$6,000, we refused to pay, because we did not owe them. We then proceeded to pay such claims as we knew to be just. We gave Jos. Barron, our old friend, who has ever divided his last shilling with us, and who had supplied us with goods, provisions, and horses for the last year, in all the amount of \$5,500. This sum, added to the sum we owed him on the schedule of last year, namely, \$2,500, making in all eight boxes, we paid over to him in open council. Our friends whom we had appointed for that purpose, counted it out to him, and he carried it away and put it in his house. The next man we paid was our friend Ewing, (Show-o-no-mo) of the firm of Ewing, Walker & Co., of Logansport. This man we owed as follows, namely:—amount advanced by him to our people, under General Marshall's treaties in December, 1834, in all about \$6,200; amount allowed him last August, (1835,) as per schedule, for goods and provisions trusted out to our people up to that time, at Fort Wayne and Logansport, \$6450; amount advanced by him under the treaties made by Col. Pepper, our Agent, this last year, in all about \$11,500; and amount advanced by him in goods and provisions after settlement with us in August, 1835, up to the time of the last payments, in all about \$7,850, making in all \$32,000. All of his accounts and vouchers we had examined, and were fully satisfied that we owed him that amount; we therefore gave him our note for the whole amount, and agreed to pay him the one half of it this year, and to pay him the other next Spring. With this understanding he was satisfied, and so were we; for we would have paid him more if he had insisted on it. He is our *great friend*, has ever supported and supplied us. We have known him as our trader for fifteen years; he speaks our language well; is a good man to us and to our people; they all love him, for he never refuses to clothe or to feed us. Had it not been for him, during the last year we must have suffered, and our children starved for bread. He paid out his money

to purchase flour and bacon in large quantities, and with this he supplied all the Wabash Potawatamies who called on him. It was both our wish and our interest to pay such a friend, and to support him in return when it was in our power to do so. He told us it was necessary for him to have money; that he, too, owed his friends in New-York, where he had got blankets and guns for us; that he wanted to pay those men, and to get more goods. We therefore paid him over, and laid aside for him sixteen boxes.

The next friend was Cyrus Taber. This man stood in a similar relation to us that our friend Ewing did. We call him Miami-mo; all our people know him, go to his house, and are well treated by him; and we owed him in all, under Gen. Marshall's treaties and Col. Pepper's treaties, and for other advances made by him up to that time, (embracing \$4000, which we agreed last year to pay him this year, as our schedule will show,) in all the sum of sixteen thousand dollars. His account had been examined and explained to us, and we were satisfied of its correctness. We therefore agreed to pay him 8 boxes this year, being the one-half of the entire amount of his demand, and to pay him the remainder next spring. He has always been a good man to us, and supplied us when we were in need. We therefore selected him and Ewing as our friends with whom we could do all our business, and we always counselled and advised with them before we sold any of our lands, or made any treaties with our agent, Col. Pepper; and if they had *not advised* us, we never would have sold our lands; for, although we love our Agent, and believe him to be a good father and an honest man, yet we did not know him as well as we did our two friends, who have lived here among us for many years. They advised us to sell, and to do in all cases as our Great Father wished us to do, and to look to no one but him; that he was the father of all the Americans, was a great, good, and just man, and that he would be a good father to us if we would be good children to him. That he would take care of us, and enable us to pay our honest debts, and go from this country in peace. This was the kind of counsel they gave us; and they went out among our people this spring and summer, and helped Col. Pepper to make all his treaties. So when we heard the same talk from Col. Pepper, and from Josa, and from our two friends, we believed it, and we sold our lands. In all cases the protection of our Great Father was promised us, and that our just debts should be paid, or that we would have money enough sent to us by our Great Father to pay them. In this we don't say we have been deceived; for our hearts were glad when we saw you had sent us so many boxes this summer, and had we not been *robbed and abused* by bad white men of our money, our hearts would now have been glad.

Our Father,—When the white men found we were willing to pay our just debts, they began to make papers, (i. e. claims); and in this way, on the payment ground, whilst we were transacting our own business and trying to do what was right and honest, claims and papers, amounting to near \$200,000, were made (most of them there on the ground,) and pushed into us for payment. We told them to be patient, and we would take up the claims one by one, and call

in the white man ; and so far as he could satisfy us that we owed, we would agree to it, and pay a part then, the balance next year. This did not seem to please them ; many large claims were urged by men from River Rasin, Detroit, and Post Vincennes, of twenty-five or thirty years standing. These we had no knowledge of, and are not willing to pay. These claimants, after getting drunk, the most of them, and being joined by Coquillard and many other bad Frenchmen from St. Josephs, and the hostile Indians, rushed into the house in part ; and others began to tear it down, crying out, ' We will take the money by force ; ' and in this manner a general mob took place. We who were the true and proper owners of that money, were entirely disregarded, or abused and insulted ; and in this angry mode and insulting manner, they, with clubs, pistols, dirks, and guns in their hands, seized upon our money, and took it from us. They then took from our friend, Ewing, the sixteen boxes we had paid him : it was yet in the house. They then proceeded to our friend Taber's store, a short distance off, and demanded his money ; which was also given up or taken by the mob. They then went upon old Joseph Barron, and took from him his money. By this time the Agent, Col. Pepper, had succeeded in quieting the mob to a certain extent ; but they were very abusive, and so were the hostile Indians, towards us. By this time it was night. We heard from every side that we were all to be killed, and dreading such consequence, we went to Agent, and reminded him of his promise that he would protect us, and that we expected him to do so ; that we had not done any thing wrong that we were aware of.

He spoke like a man to us, and said that the Great Father never broke his word ; and that he would protect us, or he would die with us ; to be quiet and keep still, and leave the balance to him. This speech he made to us through our friend Ewing, and we knew it was true. He, Ewing, told us not to fear ; that the strong arm of the Great Father was near at hand, and that it should be over and protect them before the setting of another sun. He encouraged some of our Chiefs, and gave out pistols and knives to our young braves, and told them to defend themselves if they were attacked. This friend gave us much good advice, and was constantly with us. The night was spent in great suspense. We did not sleep, for we expected to be attacked and all killed. The next day was a tedious and long one ; the St. Joseph Indians and Frenchmen held frequent councils all that day, and finally despatched two of their war Chiefs, Ashkum and Ship-she-naw-a-no, followed by about three hundred young Indians, to the council-house. They there got a large box and placed the two war chiefs on it, directly in front of the Agent's house, where he, Capt. Simington, and ourselves were ; who made these long and inflammatory speeches against us, and against our Great Father. They repeated in substance what Coquillard and Shadrina had said the day before on the house-top. They said the President of the U. S. was a rascal ; that he had lied to and cheated them ; that he had stolen their lands, and made chiefs out of boys and hog-thieves ; that we were not chiefs, and should all be killed. About this time good news came, and our friend Ewing informed us

that the troops were at hand ; that a hundred young braves were then on their march to the camp to protect us, and to see that the name of our Great Father was not insulted. He spoke true ; for they came, and they looked like warriors. They were all well armed ; they marched into the camp ; our bad Indians and bad white men gave way. One of the young braves planted the flag of our Great Father on the top of the house, and a secret message was sent by our friend to the bad Frenchmen and bad Indians to come now and tear down that house or that flag ; but they did not come.

We then agreed, in order to satisfy the white people that we wanted to do what was right, that Col. Pepper and Capt. Simington might select five more good white men, who should be entirely disinterested ; and that they should be under our control, should help us pay out part of the money to our own people ; and that they should then pay out such sums on the different claims as we should order them to pay after having examined it. To do this, it was thought best to remove the money from the payment ground to Judge Polke's, about three miles distant. Accordingly five men were named by our Agent and Capt. Simington ; but they did not select good or honest men, nor disinterested men. They proved to be very bad men, as you will soon learn ; and they, too, joined in with those bad white people who had false claims against our people, and among them all we have been shamefully abused, wronged, and robbed of our annuity. Our just debts are not paid ; but a large sum, amounting to near forty boxes, were lavished out by these five bad men ; in many cases given out on claims in which they were interested, or had been bribed to get allowed. Our Agent, after having told these men that they were to pay out that money as we should direct, and presuming, as we suppose, that there would be no further trouble about it, left us, and went into Logansport ; which was very wrong in him. He had promised, and we think it was his duty to have remained there until we had finished our business. No sooner had he left, than these five men took full possession of our money. We were not permitted to go into the house, but were turned out ; and told that we had nothing to do with the money, that they were going to do as they pleased with it. And truly they did do so, and we have good reason to believe that their own pockets were not a little benefited by the transaction. They never examined one claim, nor asked us whether we did or did not owe ; but disposed of that money of ours (they say) justly, nor will they give us a list of the names to whom they paid it. Our Father, is this not robbery ? and will you suffer us to be thus abused ? We owed honest debts, and were anxious to pay them ; but we wanted the privilege of settling those debts ourselves. We are told, and believe, that those men paid several large claims on the condition that for getting them allowed they should have the one half ; and we are told this can be positively proven in several instances. Our Father ought to have remained and protected us from such vile imposition ; we think it was his duty to have remained there until our money was disposed of by us for and on behalf of our people, who were the proper owners of it ; but, as it is, we are injured ; our friends, whom we

honestly owe, are not paid; and they are thereby seriously injured and wronged; and yet to them we must again look for aid and support, for we have no money, and those who cheated us out of it, have gone we know not where.

Our Father, we came in here from necessity, as before stated; and yet the Agent has given us no provisions. We are supported here by our friends Joseph Barron, Ewing and Taber; they are furnishing us beef and bread. We wanted to talk to our Father, the Agent, but he left this morning; had not time to hear us we suppose. We have no more land to sell, it is true; but we hope our Great Father will not refuse to listen to his red children because they have no more land to sell. We have sold it all to you, Father, because you said you wished us to *do so*; and we are willing to listen to your wise counsels.

Our Father, we want you to send a good man here to look into this business, to get back the money that the bad white people have stolen from us, and robbed us of. We don't want to pay debts that are not just, and we want to pay those that are just. We wanted Taber and Ewing paid first of all; and we want you, our Great Father, now to see that they are paid. We feel ashamed and mortified because these men are not paid. It is the voice of the whole of the Wabash Potawatamies: we all owe them, and know their claims to be just, and we all unite in asking you to cause them to be paid out of the first money due us from you. There is one man, (N. D. Grover,) whom we paid all up last year; he comes on with another large claim; this we don't think is just, we think he has cheated and wronged us. Our people never got much from him; we learn he has got a large amount of our money this year again. And E. V. Cicott; this man we paid a large claim to last year, \$2300. We did not justly owe it; but we gave it to him. This year he has got \$3000 more of our money for *nothing*; we owed him nothing, at farthest not to exceed \$500. These things are very wrong, and we want you to protect us from such impositions and frauds. We don't think we owed either of these men to exceed \$500. Cicott was one of the five men selected to help us settle our business, (they were to be disinterested men.) Grover was one of the drunken mob-men, and has been paid for his rascality by getting \$3000 or \$4000 of our money for nothing; we did not owe him but a very small amount, if any thing.

Our Father, we have now told you the truth about our situation and as to the manner our money was taken from us; and we ask you to hear and learn the truth, and to do us justice. Next and lastly as to ourselves:—You see our situation; we are here without an agent or father, destitute of money, afraid to return with our families to our villages, for our lives are threatened, and bad Indians are waiting for us. We hear from them daily; we are not afraid to die, nor do we want to shed the blood of our people. If we have done wrong, it has been in taking your advice and in listening to your counsels; but we still think we have done right, and we want you, our Father, to send a good talk to this frontier. Tell these bad Indians, and the bad white people too, that they must not do as they

have done, and that you will punish them for the damage they have done. Our Father, the cause of the great trouble was in part owing to the large sum of money you had sent us, which caused bad men, both red and white, to gather in from every quarter, and our Agent was without a guard or any way of defending himself; but the great difficulty was the fact of our having sold out the remaining reserves upon which the Catholic Indians reside, and which they refused to sell, and had shut their ears against your councils. They have sworn to kill us for having signed the treaty, and we much fear they will carry out their wicked intentions unless awed from it by a strong talk from you. We hope our Great Father will not forget us; we expect his protection and friendship.

Done at Logansport, Oct. 18, 1836.

Witnesses present.

Our Father, after our money was thus squandered and distributed, we went in and demanded from those five men, through our interpreter, Joseph Barron, a receipt or copy of the list of names to whom they had paid our money, or to let us know what they had done with it. All of this they refused to give us, and replied that they had nothing to do with us.

Our Father, what we have said is from our hearts. It is true, and we have no more to say.

Witnesses present,

PETER BARRON,
ANTHONY BARRON,
ANDREW GOSSLAN,
ANDREW JACKSON,
JOSEPH BARRON,

| | |
|---------------|-------------|
| Pash-po-ho, | his X mark. |
| O-ka-maus, | his X mark. |
| I-o-wa, | his X mark. |
| M-jo-quis, | his X mark. |
| We-we-sah, | his X mark. |
| No-taw-kah, | his X mark. |
| Po-kah-gaus, | his X mark. |
| Nas-wau-kay, | his X mark. |
| Ke-waw-nay, | his X mark. |
| Mat-chis-saw, | his X mark. |
| Ne-bo-ash, | his X mark. |
| Pe-pin-a-waw, | his X mark. |
| Po-posh, | his X mark. |

COPY OF INDICTMENT FOR THE RIOT.

State of Indiana, }
Fulton County, ss. }

Fulton Circuit Court, March Term, A. D. 1837.

The Grand Jurors of the said state of Indiana, good and lawful men of said county of Fulton, empanelled, sworn and charged in the said Fulton Circuit Court, at the term thereof aforesaid, to inquire within and for the body of said county of Fulton, upon their oath present, that Alexis Coquillard, Nicholas D. Grover, Job B. Eldridge, Francis Comparet, John B. Shadrina, and Chauncey Carter, late of said county, on the tenth day of September, in the year of our Lord

one thousand eight hundred and thirty-six, with force and arms in the county aforesaid, did then and there unlawfully, riotously, and routously assemble and gather together to disturb the peace of the said state; and being so assembled and gathered together, did then and there unlawfully, riotously, and routously, and in a violent and tumultuous manner, make a great noise, riot, and disturbance; and did then and there continue to remain making a noise, riot, and disturbance for the space of an hour and more then next following, to the great terror and disturbance of the good citizens of this state, to the evil example of all others in like case offending, contrary to the form of the statute in such case made and provided, and against the peace and dignity of the State of Indiana.

And the jurors aforesaid, upon their oath aforesaid, do further present, that the said Alexis Coquillard, Nicholas D. Grover, Job B. Eldridge, Francis Comparet, John B. Shadrina, and Chauncey Carter, on the day and year last aforesaid, with force and arms in the county aforesaid, did then and there unlawfully, riotously, and routously, and in a violent and tumultuous manner, tear, pull, and force off the butting pole of a certain house belonging to the United States of America, then and there being, to the great disturbance and terror of the good citizens of this State then and there being, to the evil example of all persons in like cases offending, contrary to the form of the statute in such case made and provided, and against the peace and dignity of the State of Indiana.

JOSEPH L. JERNEGAN, P. A.

REPORT

OF

JOHN W. EDMONDS,

UNITED STATES' COMMISSIONER

ON THE

CLAIMS OF CREDITORS

OF THE

POTAWATAMIE INDIANS

OF THE WABASH;

PRESENTED UNDER THE TREATIES MADE WITH THEM

In 1836 and '37.

NEW-YORK:

1837.

137 p. 62

NEW-YORK:
Printed by SCATCHERD & ADAMS,
No. 88 Gold Street.

NEW-YORK, Dec. 19th, 1837.

TO C. A. HARRIS, ESQ.

Commissioner of Indian Affairs.

SIR :

I have executed my duties as Commissioner under the treaties with the Potawatamies of Indiana, made on the 5th of August, and 20th, 22d and 23d days of September, 1836, and 11th February, 1837, and herewith transmit to you my report, and sundry documents connected therewith.

Among the papers you will receive a Register of the claims presented, containing the amount claimed and allowed in the respective cases; together with a particular report of my decision, and the reasons for it in each case; a record of the testimony taken before me, and all the original papers and documents on which the claims were founded, or by which they were substantiated.

The case of Messrs. Ewing, Walker and Co., (No. 26,) is an exception to the latter remark, they having retained their original documents, and furnished me with copies.

Several circumstances combined, (among which was the late period of my appointment,) to prevent the completion of my duties within the time specified in the treaties. I did not close the proofs in Indiana until late in June last, and was then obliged to hasten to the discharge of other duties; and I found it quite impracticable to give to the examination of these claims the necessary attention while travelling to or from the Indian country, or indeed until my final return home. Since my return, it has required great diligence to complete my report as soon as this date. I could not consent to report until I had examined each case very particularly. A careless or hasty decision might work serious injustice, and I was not willing to decide until I could feel assured that any errors into which I might fall, should not, with propriety, be charged upon any thing else than upon defects in the testimony adduced before me.

I found that your regulation requiring the oath of the parties to the correctness of each claim, and the justness of the prices charged, was very beneficial to the Indians. Without that, the claimants, in many cases, would not have deemed it necessary to set out any thing more than their side of the matter, leaving to their debtors to show their payments; a course which, however common

or safe among white men, could not but operate injuriously to an illiterate Indian.

I found two difficulties existing here, which, I suppose, must prevail more or less in all cases of Indian debts; one arises from the ignorance of the debtor, and his inability to comprehend a running account; and the other, from the ignorance of some of the creditors or their clerks, and their incapacity to read or write. Sometimes accounts are kept on the logs of their cabins, sometimes on sticks, and sometimes by a sort of hieroglyphic, satisfactory and intelligible enough perhaps to the parties, but rather troublesome to investigate.

Several causes, however, had operated to remove much of the weight of the latter difficulty among the Potawatamies.

When General Tipton was their agent, he had adopted the course, when the Indians wanted any goods, to give them an order for them, and at the payment of their annuities see that they were discharged. This measure, though not required of him by his duties, was extremely serviceable to the Indians, because it enabled him to protect them against imposition. It has been more or less continued since; and while it lasted, those orders were considered, on all hands, as the best evidence of indebtedness.

When, however, the Indians so far extended their debts as to make the amount exceed that of their annuities, the contests among the creditors rendered the performance of this task very harassing and troublesome to the agent, and subjected him to censure which he could not be expected voluntarily to incur. Colonel Pepper, therefore, in 1835, refused to have any thing to do with their debts; but he caused the claimants and Indians to assemble together in council, and all the claims were then presented and adjusted, and a mode of liquidation agreed upon.

A paper was drawn up under his direction, and signed by the Chiefs and the traders; by which the former admitted that they owed the sums there set down, and the latter agreed that those sums were all that were owing to them, and that they would not after that date, viz. 23d August, 1835, present any claim for any debt contracted prior to that time, excepting only for goods delivered for treaty purposes, or on contracts for purchase of reservations.

Col. Pepper was careful to preserve that paper (which in my reports is called the "Register of 1835"), and all the claims then presented. He delivered them to me, and I found them materially serviceable, not only aiding me to arrive at just conclusions as to the amount actually due in many cases, but also in enabling me to detect, and consequently to disallow several claims which were then discharged in full, but which had been presented again in

1836, and partial payments made upon them, and now again were presented to me for allowance. Those papers are herewith also transmitted to you.

It will be seen in my report, that I consider that Register as binding and conclusive, both upon the Indians and the claimants who signed it, excepting only in cases where fraud or mistake in fact was clearly proved. This course was, in my opinion, agreeable to the well-settled law of the land. And the effect was on one side to cause several claims to be allowed which had no other evidence to support them; and on the other, to cause many to be disallowed which otherwise must have passed. The balance was altogether in favor of the Indians.

The gentlemen who distributed the money in 1836 also preserved and delivered to me most of the claims presented to them, and the receipts then given for the money which they paid. Those papers I also transmit herewith.

They show several instances in which persons obtained money in 1836 to which they had no claim, and in direct violation of their full acquittances of the previous year. It is due to the Indians, and to the character of our government, that every practicable and lawful effort should be made to procure the repayment of those sums.

When Gen. Howard investigated the Indian claims under the treaty of Chicago, he gave most consideration to notes, which (being otherwise well proved) showed on their face their particular consideration—the items sold, the price of each, and the date of sale. This was much safer than to depend either upon charges on book or upon general notes not stating the consideration. It was a very great protection against imposition, and much facilitated the progress of an officer in arriving at the truth. In consequence of his course on that occasion, the practice was generally adopted in that vicinage, and I have had frequent occasion to witness its beneficial operation.

It was not practicable, however, in all cases, for the claimant to furnish the items of his account. When kept in the manner to which I have already alluded (in hieroglyphics or on the walls of a cabin) and frequently in cases where the original notes were destroyed upon the execution of a larger one (comprehending many), they could not be furnished. That circumstance, while it required from me a closer scrutiny, did not justify me in the total rejection of a claim on that account alone. I accordingly allowed several cases of that character, where the evidence of a subsisting indebtedness was otherwise satisfactory. It will be seen, however, that the amount was necessarily estimated. In such cases, and indeed in several, where original but imperfect entries were produced,

it was impossible for me to arrive at certainty. I was obliged to estimate, with the full conviction on my own mind all the time, that the liability to err was altogether too great.

I also experienced difficulty from the absence of the power to compel the attendance of witnesses. In some cases they refused to attend, and I was obliged either to disallow the claim altogether, or allow it upon very imperfect testimony. The latter course seemed most just. I adopted it reluctantly, because, here too I felt that it was not possible for me to be sure that my decision was correct.

I was instructed by you to keep in view the fact that the respective bands are entitled to separate sums of money, and to specify to which band the indebted Indian may belong, and out of which fund the sum allowed is to be paid. I found it utterly impracticable to do this, because neither the Indians nor the traders had kept their matters separate, and of course could not enable me to separate them. Frequently a band would go to a store and trade, and the charge would be made to one of them—generally the most conspicuous—“and others;” but who those others were, no one could afterwards say. As frequently small notes against individual Indians would be given up, and a note therefor be signed by the Chiefs of the nation, not one of whom, perhaps, were parties to the original note. Again, one or several Indians would buy a quantity, and distribute it among others of different bands, and no one be able to tell who really got the goods. I was therefore compelled, after fruitless efforts, to abandon the attempt.

I will confess that I did not much regret this result, and for two reasons.—In the first place, the price of some of the reservations sold to the United States was paid in 1836, and the amount, though belonging to particular bands, was put into the general stock, and by general consent was either distributed to all the Indians as their annuity, or was appropriated to the payment of the debts of all. And it seemed to me to be unfair to allow those who had last year received the benefit of money to which they had no right, now to keep their own money to themselves, and exclude others from any participation with them.

The other reason was, that the debts chargeable against any one of the bands who sold, were more than enough to absorb the amount payable to it. No injustice could therefore be done.

With these unavoidable exceptions, I complied with your instructions.

It will be seen, by the papers which I submit, that in 1835 the debts of these Indians were liquidated at \$62,431 75, that they then paid \$27,022 50, leaving themselves \$35,409 25 in debt. That

in 1836 claims amounting to about \$120,000 were presented, and \$41,150 paid upon them; and that in 1837 the claims presented amounted to \$169,446 64. And those allowed to \$22,761 04 more than the money payable to them. This balance, and several depre-
dation claims, ought to be paid out of their annuity.

It is evident from all this, that these Indians are fast sinking to the most abject poverty, and when to this is added the habits of intoxication which are produced by their vicinity to the white people, we must be aware that their entire destruction is close at hand. Their preservation from this melancholy fate can be effected only by prompt and efficient measures. They must be removed beyond the Mississippi, out of the reach of the white man, where no temptations can be thrown in their way, to be otherwise than sober, industrious, and careful. "The graves of their fathers," to which, it is said, they are so much attached, will soon be their own unless they seek a new country. You will see, by the report of the last council which I held with them, that I endeavored to impress these truths upon them, and to induce them to embrace the humane policy of our government. I was the more earnest in this, because I could not discover any other means of preserving them. To remain among the white people must be certain destruction to them.

But whether they remove or remain, some regulation ought to be adopted by which they should have the benefit of a "statute of repose" as to their debts. Some frequent period ought to be fixed, at which they shall understand that they are discharged from their debts, and not have claims hanging over them year after year, and constantly multiplying, until they feel as one of the Chiefs expressed it to me, "these things make us blind; we cannot see; do you see for us."

A regulation of that character—to take effect hereafter, of course—rendering it impossible to collect of an Indian a debt of more than a year's standing, would save them from a load of imposition, and while it could not injure the trader, would add very much to the quiet and happiness of the Indian.

I am, Sir,

With great respect,

Your obedient Serv't,

J. W. EDMONDS,

U. S. Com'r, &c.

REGISTER of the Claims against the Potawatamie Indians of the Wobash, as presented to and passed upon by the U. S. Commissioner appointed pursuant to the treaties made with said Indians on the 5th of August, the 20th, 22d and 23d of September 1836, and 11th of February 1837.

| No | NAMES OF CLAIMANTS. | KIND OF TRADE. | BANDS. | AMOUNT CLAIMED. | AMOUNT ALLOWED. | SHARE OF TREATY MONEY. | | SURPLUS. | REMARKS. |
|----|-----------------------|-----------------------|---------------|-----------------|-----------------|------------------------|------|-------------|---|
| | | | | Dolls. Cts. | Dolls. Cts. | Dolls. | Cts. | Dolls. Cts. | |
| 1 | John Brewyet, | Horse sold, | | 75 | | | | | Disallowed. |
| 2 | Luther Rice, | do | | 120 | 110 00 | 80 | 74 | 29 26 | |
| 3 | John Baccus, | Bread, Coffee, &c. | Sundry Bands, | 2323 65 | 1280 75 | 940 | 07 | 340 68 | |
| 4 | William Sill & Co. | Dry Goods, &c. | do | 60 75 | 60 75 | 44 | 59 | 16 16 | |
| 5 | do. do. | do | do | 47 05 | 47 05 | 34 | 53 | 12 52 | |
| 6 | Harrison Barnett, | Labor, provis'ns, &c. | do | 382 62 | 180 00 | 132 | 12 | 47 88 | |
| 7 | Ford, Walker & Co. | Dry Goods, & do | I. O. Wah, | 69 44 | 58 07 | 42 | 62 | 15 45 | |
| 8 | Ryfenburgh & Brearly, | Medical services, | Okema's | 100 | 56 00 | 41 | 10 | 14 90 | |
| 9 | Ewing, Walker & Co. | Goods, Wares, &c. | Nas-wa-ka, | 754 21 | 667 50 | 489 | 94 | 177 56 | Payable to Suydam, } Jackson & Co. } |
| 10 | do do do | do | Oke mas, | 767 99 | 678 68 | 498 | 15 | 180 53 | |
| 11 | do do do | do | Mosac, | 1000 00 | 1000 00 | 734 | 00 | 266 00 | |
| 12 | do do do | do | | 2065 00 | 2000 00 | 1468 | 00 | 532 00 | |
| 13 | do do do | do | | 565 00 | 500 00 | 367 | 00 | 133 00 | do |
| 14 | do do do | do | | 565 00 | 500 00 | 367 | 00 | 133 00 | do |
| 15 | James T. Miller, | Horses, Saddles, &c. | | 502 50 | 502 50 | 368 | 83 | 133 67 | do |
| 16 | John B. Jutrois, | Goods, Wares, &c. | Sundry Bands, | 3500 00 | 2500 00 | 1835 | 00 | 665 00 | do |
| 17 | Joseph Barron, | do | do | 6000 00 | | | | | Disallowed. |
| 18 | Ewing, Walker & Co. | do | do | 255 75 | 255 75 | 187 | 72 | 68 03 | To Suydam, Jackson } & Co. } |
| 19 | John B. Jutrois, | do | do | 1000 00 | 1000 00 | 734 | 00 | 266 00 | |
| 20 | Ewing, Walker & Co. | do | do | 3000 00 | 3000 00 | 2202 | 00 | 798 00 | |
| 21 | Enoch D. Woodbridge, | Hogs stolen, | do | 250 00 | | | | | Disallowed. |
| 22 | Harris & M'Cord, | Goods, Clothing, &c. | | 601 30 | 143 50 | 105 | 32 | 38 18 | |
| 23 | Joseph Scott & Co. | do do | Sundry bands, | 514 25 | 491 21 | 360 | 54 | 130 67 | |
| 24 | Spencer & Ganson, | Provisions, | Okemas, | 30 50 | 30 50 | 22 | 38 | 8 12 | |

| | | | | | | | | |
|------------------|--------------------------------|---------------------|---------------|-------------|----------|----------|----------|---------------------------|
| 25 | Nicholas D. Grover, | Goods, wares, &c. | Sundry bands, | 3025 50 | 1989 47 | 1460 26 | 529 19 | |
| 26 | Ewing, Walker & Co. | do do | do | 27428 14 | 21197 03 | 15558 61 | 5638 42 | |
| 27 | Edwin P. Hopkins, | do do | do | 146 12 | 85 87 | 63 03 | 22 84 | |
| 28 | Gillis McBean, | Hogs and an axe, | | 21 96 | | | | Disallowed. |
| 29 | Jordan Vigus, | Clothing and goods, | Sundry bands, | 269 87 | 240 62 | 176 61 | 64 01 | |
| 30 | William Polke, | Provisions, | do | 156 25 | 118 00 | 86 61 | 31 39 | |
| 31 | Jacob Hull, | Jewelry | do | 12 00 | 10 00 | 7 34 | 2 66 | |
| 32 | Silas Atchison, | Labor on land, | | 110 00 | | | | Disallowed. |
| 33 | Berthelet & Godfroy, | Goods and clothing, | Sundry bands, | 35 75 | 35 75 | 26 24 | 99 51 | |
| 34 | Jacob Bozarth, | For a horse, | | 78 37 | 75 00 | 55 05 | 19 95 | |
| 35 | Gustavus A. Cone, | Keeping an estray, | | 43 50 | 43 50 | 31 92 | 11 58 | |
| 36 | Louis Drouillard, | Goods, wares, &c. | Sundry bands, | 1206 50 | 1070 00 | 785 38 | 284 62 | |
| 37 | Joseph P. Berry, | Tin ware and guns, | do | 354 00 | 354 00 | 259 83 | 94 17 | |
| 38 | Sinisqua, wife of Thomas Robb, | Land and annuity, | do | 3528 00 | | | | Disallowed. |
| 39 | John B. Boure, | Goods, wares, &c. | do | 1600 00 | 1600 00 | 1174 40 | 425 60 | Payable to Lav. & Gantly. |
| 40 | Jacob R. Hall, | Cultivating land, | do | 380 00 | | | | Disallowed. |
| 41 | John Guy, | Hogs killed, | do | 65 00 | | | | do |
| 42 | John Conner, | Cultivating land, | Ashkum, | 85 00 | 85 00 | 62 39 | 22 61 | |
| 43 | Hubbell & Cannon, | Goods, wares, &c. | Sundry bands, | 237 00 | 236 50 | 173 58 | 62 92 | |
| 44 | Henry Ossem, | do | do | 3855 25 | 2243 46 | 1646 72 | 596 74 | |
| 45 | William Marshall, | Money paid, &c. | do | 1407 26 | | | | Disallowed. |
| 46 | Bestwick & Putnam, | Goods, wares, &c. | do | 717 69 | 398 79 | 292 70 | 106 09 | |
| 47 | George Bozarth, | Provisions, | do | 106 26 | 106 26 | 77 98 | 28 28 | |
| 48 | Isaac Kendall, | do | We-wiss-ah, | 9 25 | 9 25 | 6 79 | 2 49 | |
| 49 | Peter Bonaventure, | Goods, wares, &c. | Sundry bands, | 200 00 | | | | Disallowed. |
| 50 | Francis Godfroy, | do | do | 1100 00 | | | | do |
| 51 | Alexander McLean | Keeping estrays, | | 41 00 | | | | Withdrawn. |
| 52 | William G. Ewing & Co. | Goods, wares, &c. | Sundry bands, | 451 06 | 445 81 | 327 22 | 118 59 | |
| 53 | Allan Hamilton & Co. | do | do | 16398 76 | 16275 26 | 11946 04 | 4329 22 | |
| 54 | Daniel R. Bearss, | do | do | 742 75 | 242 75 | 178 18 | 64 57 | |
| 55 | Ephraim Bearss & Co. | do | do | 360 33 | 348 33 | 255 67 | 92 66 | |
| Carried forward, | | | | \$ 88522 58 | 62272 91 | 45708 22 | 16564 69 | |

REGISTER—CONTINUED.

| No | NAMES OF CLAIMANTS. | KIND OF TRADE. | BANDS. | AMOUNT CLAIMED. | AMOUNT ALLOWED. | SHARE OF TREATY MONEY. | | SURPLUS. | | REMARKS. |
|----|---------------------------------|-----------------------|------------------|-----------------|-----------------|------------------------|------|----------|------|-------------|
| | | | | Dolls. Cts. | Dolls. Cts. | Dolls. | Cts. | Dolls. | Cts. | |
| 56 | Peter Warner, | Money for land, | Brought forward, | 88522 58 | 62272 91 | 45708 22 | | 16564 69 | | |
| 57 | William D. Gregory, | Labor and provisions, | Che-cose, | 200 00 | 200 00 | 146 80 | | 53 20 | | |
| 58 | Comparet & Colerick, | Goods, wares, &c. | Mosoc's, | 68 79 | 68 79 | 50 48 | | 18 31 | | |
| 59 | James H. Kintner, | Saddlery, | Sundry bands, | 2116 38 | 1544 78 | 1133 86 | | 410 92 | | |
| 60 | Hamilton & Comparet, | Money lent, | do | 784 75 | 591 75 | 434 34 | | 157 41 | | |
| 61 | Henry Taylor, | Goods, wares, &c. | Ashkum and Che- | 300 00 | 200 00 | 146 80 | | 53 20 | | |
| 62 | James Moore & Co. | do | cha-chose, | 546 00 | 207 00 | 151 93 | | 55 07 | | |
| 63 | Rob't Martin and Williams & Co. | do | Sundry bands, | 2201 12 | 2149 62 | 1577 81 | | 571 81 | | |
| 64 | William H. Martin, | do | do | 308 00 | 315 25 | 231 39 | | 83 86 | | |
| 65 | Samuel D. Taber, | do | do | 466 01 | 148 92 | 109 30 | | 39 62 | | |
| 66 | Zachariah Cicott, | do | do | 473 00 | 369 00 | 270 84 | | 98 16 | | |
| 67 | Andrew Goslin, | do | do | 4800 00 | | | | | | Withdrawn. |
| 68 | K. V. Runyon, | do | do | 1400 00 | | | | | | Disallowed |
| 69 | Candler & Mudge, | do | do | 39 25 | 39 25 | 28 81 | | 10 44 | | |
| 70 | Ewing, Walker & Co. } | do | do | 854 80 | 302 71 | 222 19 | | 80 52 | | |
| | (Tippecanoe Outfit.) } | do | do | | | | | | | |
| 71 | Rufus Hitchcock, | do | do | 6738 12 | 5453 04 | 4002 52 | | 1450 52 | | |
| 72 | Hyacinth Lacelle, | do | do | 442 68 | 412 85 | 303 03 | | 109 82 | | |
| 73 | Lathrop M. Taylor, | do | do | 7996 00 | | | | | | Disallowed. |
| 74 | George T. Bostwick, | do | do | 1539 24 | 159 91 | 117 37 | | 42 54 | | |
| 75 | John R. Hinton, | Keeping horses, | do | 2193 01 | 548 30 | 402 45 | | 145 85 | | |
| 76 | Estate of Wm. Repose, | Bread, | do | 31 00 | 12 00 | 8 81 | | 3 19 | | |
| 77 | Dominique Rossau, | Goods, wares, &c. | do | 837 55 | | | | | | Disallowed. |
| | | | | 1508 76 | 587 82 | 431 46 | | 156 36 | | |

| | | | | | | | |
|------------------|---------------------------|----------------------|--------------|----------|----------|----------|-------------|
| 78 | Todd & Vigus, | do | 415 00 | | | | Disallowed. |
| 79 | Missaw, (Iowa's sister,) | Money lent, | 55 00 | 55 00 | 40 37 | 14 63 | |
| 80 | Etienne Bennac, | Goods, wares, &c. | 1849 75 | 1169 75 | 858 60 | 311 15 | |
| 81 | Benjamin Hurst, | Services, | 291 00 | 60 00 | 44 04 | 15 96 | |
| 82 | Alexander Chamberlin, | Hogs & sheep killed, | 300 00 | | | | Disallowed. |
| 83 | Richard Chabert's estate, | Goods, wares, &c. | 950 00 | | | | do |
| 84 | Joseph Truckey, | Provisions, | 250 00 | 84 50 | 62 02 | 22 48 | |
| 85 | James Blackburn, | Cultivating lands, | 41 00 | 41 00 | 30 09 | 10 91 | |
| 86 | John B. Jutrois, | Goods, wares, &c. | 4700 00 | | | | Disallowed. |
| 87 | Jacob Smith, | do | 613 75 | 141 95 | 104 19 | 37 76 | |
| 88 | I-o-wa, | do | 103 25 | 93 75 | 68 81 | 24 94 | |
| 89 | William Barber, | do | 101 98 | 51 13 | 37 53 | 13 60 | |
| 90 | Po-ka-gun, | do | 60 00 | | | | Disallowed. |
| 91 | Naw-wah-kaise, | Sundry bands, | 177 00 | 35 00 | 25 69 | 9 31 | |
| 92 | Wee-sah, | do | 150 00 | 150 00 | 110 10 | 39 90 | |
| 93 | Francis Clermont, | do | 50 00 | | | | Disallowed. |
| 94 | Jacob Keykendall, | Horse stolen, | 150 00 | | | | do |
| 95 | G. N. Fitch, | Medical services, | 99 00 | 3 00 | 2 20 | 80 | |
| 96 | Fitch & Farquhar, | do | 36 51 | | | | Disallowed. |
| 97 | Pierre Andre, | Goods, wares, &c. | 926 00 | | | | do |
| 98 | William R. Davis, | Guns sold, | 71 50 | 43 25 | 31 74 | 11 51 | |
| 99 | Robert Barnett, | Horse sold, | 40 00 | 40 00 | 29 36 | 10 64 | |
| 100 | William S. Vail, | Clothing, | 143 50 | 60 25 | 44 23 | 16 02 | |
| 101 | John Dodds, | Bread and pork, | 45 25 | | | | Disallowed. |
| 102 | Sturgess & Brackett, | Medical services, | 40 50 | 40 50 | 29 72 | 10 78 | |
| 103 | Pierre Ogan, | Goods, wares, &c. | 176 25 | | | | Disallowed. |
| 104 | Richard Helvey, | Provisions, | 153 00 | 30 00 | 22 02 | 7 98 | |
| 105 | Edward McCartney, | Goods, wares, &c. | 2624 25 | | | | Disallowed. |
| 106 | Henry Burnet, | | 40 50 | 40 50 | 29 72 | 10 78 | |
| 107 | Comparet & Scott, | Goods, wares, &c. | 3347 93 | 150 17 | 110 22 | 39 95 | |
| 108 | Louis Drouillard, | | 16 00 | 16 00 | 11 74 | 4 26 | |
| 109 | H. B. McKean, | Goods, wares, &c. | 4000 00 | | | | Disallowed. |
| Carried forward, | | | \$ 146584 95 | 77889 65 | 57244 22 | 20645 43 | |

REGISTER—CONTINUED.

| No | NAMES OF CLAIMANTS. | KIND OF TRADE. | BANDS. | AMOUNT CLAIMED. | AMOUNT ALLOWED. | SHARE OF TREATY MONEY. | SURPLUS. | REMARKS. |
|-----|------------------------|-------------------------|------------------|-----------------|-----------------|------------------------|----------|-------------|
| | | | | Dolls. Cts. | Dolls. Cts. | Dolls. Cts. | | |
| | | | Brought forward, | 1465 84 96 | 77889 65 | 57244 22 | 20645 43 | |
| 110 | William Cannon, | Hogs killed, | | 50 00 | | | | Disallowed. |
| 111 | John Plaister, | Provisions, | | 12 75 | | | | do |
| 112 | Candler & Mudge, | Goods, wares, &c. | Sundry bands, | 184 50 | 184 50 | 135 42 | 49 08 | |
| 113 | Meriam, Stephens & Co. | do | do | 29 88 | | | | Disallowed. |
| 114 | David P. Boure, | do | do | 2182 83 | 444 82 | 326 49 | 118 33 | |
| 115 | J. B. Chapman, | do | do | 1332 49 | 9 00 | 6 61 | 2 39 | |
| 116 | Comparet & Coquillard, | do | do | 537 80 | 489 80 | 359 51 | 130 29 | |
| 117 | Thomas J. Cummings, | do | do | 1144 00 | 38 00 | 27 89 | 10 11 | |
| 118 | John Green, | Boots and shoes, | do | 144 50 | 36 25 | 26 59 | 9 66 | |
| 119 | Samuel Chappel, | Keeping estray, | | 11 50 | | | | Disallowed. |
| 120 | Ebenezer Ward, | Services as witness, | Sundry bands, | 50 00 | 50 00 | 36 70 | 13 30 | |
| 121 | Thomas H. M'Kean, | Goods, | do | 20 00 | 20 00 | 14 68 | 5 32 | |
| 122 | Pierre La Plante, | Horses, powder, &c. | do | 1140 00 | | | | Disallowed. |
| 123 | Eldridge & Anderson, | Goods, &c. | do | 198 50 | | | | do |
| 124 | Benjamin Talbot, | Services as blacksmith, | do | 210 00 | | | | do |
| 125 | James H. Kintner, | Saddlery, | do | 70 75 | 70 75 | 51 93 | 18 82 | |
| 126 | William Polke, | Services as witness, | do | 100 00 | 100 00 | 73 40 | 26 60 | |
| 127 | John E. Schwarz, | Goods, wares, &c. | do | 5000 00 | 4500 00 | 3303 00 | 1197 00 | |
| 128 | Cummings & Craddock, | Horses, guns, &c. | do | 474 81 | 132 00 | 96 88 | 35 12 | |
| 129 | Joan B. Boure, | Goods, wares, &c. | do | 4000 00 | | | | Disallowed, |
| 130 | Cyrus Vigus, | Board, &c. | do | 890 75 | 322 50 | 236 71 | 85 79 | |
| 131 | Harvey Heath, | Corn destroyed, | do | 400 00 | | | | Disallowed. |
| 132 | Andrew Jackson, | Killing his aunt, | do | 600 00 | 600 00 | 440 40 | 159 60 | |
| 133 | Jesse Buzan, | Cultivating, | do | 46 00 | | | | Disallowed. |
| 134 | Ash-kum, | Killing a relative, | do | 600 00 | | | | do |

| | | | | | | | |
|-----------------------------|-------------------|---------------|-----------|----------|----------|----------|-------------|
| 135 John R. Mierrtt, | Boarding, | do | 53 75 | | | | do |
| 136 Alexander Laraw, | Money lent, | do | 110 00 | | | | do |
| 137 Cicott, & Van Ness, | Goods, wares, &c. | do | 32 00 | 32 00 | 23 49 | 8 51 | Disallowed. |
| 138 Abraham Burnett, | Services, | do | 900 00 | | | | do |
| 139 John C. Burnet, | do | do | 900 00 | | | | do |
| 140 Edward V. Cicott, | A gift, | Ash-kum, | 640 00 | | | | |
| 141 James H. Kintner, | Saddlery, | Sundry bands, | 36 00 | 36 00 | 26 42 | 9 56 | |
| 142 Job B. Eldridge, | Goods, wares, &c. | do | 2 87 | 2 87 | 2 10 | 77 | |
| 143 Williamson Wright, | Services, | do | 5 00 | 5 00 | 3 67 | 1 33 | Disallowed. |
| 144 Jeremiah Dunham, | Rifles, | do | 43 00 | | | | |
| 145 Chase, Tipton & Stuart, | Services, | do | 600 00 | 600 00 | 440 40 | 159 60 | Disallowed. |
| 146 John T. Douglass, | Money paid, | do | 108 00 | | | | |
| Sums Total, \$ | | | 169446 64 | 85563 14 | 62802 10 | 22761 04 | |

NEW-YORK, December 19, 1837.

I do certify that the foregoing Register exhibits a true statement of the claims presented to me under the treaties above mentioned, and of my action thereon: that the column marked "Amount Claimed," shows the extent of the claims presented, amounting to \$169,446 64; that the column marked "Allowed," shows the several sums allowed by me, amounting to \$85,563 14: that the column marked "Share of Treaty Money," shows each person's proportionate share of the money set apart by said treaties; and the column marked "Surplus," shows the amount that will be owing by the Indians over and above said treaty money.

J. W. EDMONDS, U. S. Commissioner.

REPORT.

REPORTS.

No. 1.

JOHN BREWYETT, \$75,00

This claim is for one half the price of a horse claimed to have been sold to a Potawatamie. But there was no evidence produced to support it, and therefore it is

Disallowed.

No. 2.

LUTHER RICE, \$120,00

This is a claim for a horse sold to Mes-ne-go-quia in 1833. She admits she bought the horse for \$120, and owes it all except \$10, which she had paid.

Allowed at \$110,00.

No. 3.

JOHN BACCUS, \$2323,65

Claimant is a black man, and keeps a bake-shop and grocery at Logansport. Indians, both Miamis and Potawatamies, have been in the habit of dealing with him; principally for bread, pies, and cakes. He is uneducated, and is unable to keep accurate books of account. He has the reputation of being an honest, fair man, but is unable to tell how much the Potawatamies do owe him. The claim which he presents was made out by an Irish laborer, and is full of mistakes.

Joseph Barron, the Government interpreter, was in the habit of giving the Indians orders upon Baccus for bread. And these orders are charged in the claim thus,

"Orders as p. file from No. 1 to No. 106" **\$418,26½**

The orders are produced and examined, and are only for 1758 lbs. of bread, and 60 lbs. bacon, amounting only to \$112,23.

112,23

Justifying a deduction of

\$306,03

This deduction is further sustained by an examination of the books produced ; from which it appears that some of the orders are entered twice, some are entered falsely as to amounts, and that \$175 is charged to the Indians for provisions furnished to Captain Simonton for his support during the payment of annuities in 1836.

There must be a further deduction for No. 107, \$8,40, which is included in the above sum of \$112,23.

The following will show the state of these accounts as they appear from the books.

| | | |
|--|--------------------|----------|
| 1. Kewana's account is charged at | 299,64 | |
| There is an error in addition in one place, 4,75 | | |
| In another, | 6,87 | |
| And there is nothing to support | 94,84 | 106,46 |
| <hr/> | | |
| The amount is sustained by the books only for | | \$193,18 |
| 2. Wewissah's account is charged at | \$109,25 | |
| There is nothing to support | 27,50 | |
| <hr/> | | |
| | Sustained only for | 81,75 |
| 3. Nas-wau-ka's account is charged at | 192,90 | |
| Unsupported, | 7,12 | |
| <hr/> | | |
| | Sustained for | 185,78 |
| 4. Pash-po's is charged at | 206,82 | |
| Unsupported, | 61,85 | |
| <hr/> | | |
| | Sustained for | 144,97 |
| 5. Richards is charged at | 18,71 | |
| Unsupported, | 4,90 | |
| <hr/> | | |
| | Sustained for | 13,81 |
| 6. Sporta's is charged at | 117,75 | |
| Unsupported, | 18,25 | |
| <hr/> | | |
| | Sustained for | 99,50 |
| 7. Bennac's is charged at | 143,17 | |
| Unsupported, | 29,42 | |
| <hr/> | | |
| | Sustained for | 113,75 |
| 8. Ash-kum's is charged at | 144,17 | |
| Unsupported, | 20,50 | |
| <hr/> | | |
| | Sustained for | 123,67 |
| 9. Nee-booh's is charged at | 206,65 | |
| Unsupported, | 1,00 | |
| <hr/> | | |
| | Sustained for | 205,65 |
| <hr/> | | |

| | | |
|--|--------|-----------|
| 10. Iowah's is charged at | 191,37 | |
| Unsupported, | 11,25 | |
| | <hr/> | |
| Sustained for | | 180,27 |
| 11. Aubonobby's is charged at | 125,43 | |
| Unsupported, | 13,06 | |
| | <hr/> | |
| Sustained for | | 112,37 |
| 12. Blind Chief's is charged at | 45,58 | |
| Unsupported, | 1,50 | |
| | <hr/> | |
| Sustained for | | 44,08 |
| 13. Joseph Barron's is charged at | 426,86 | |
| Unsupported, | 314,43 | |
| | <hr/> | |
| Sustained for | | 112,43 |
| 14. Potawatamies not known, charged at | 315,01 | |
| Unsupported, | 22,17 | |
| | <hr/> | |
| 15. Wee.saw's sustained as charged at | | 292,84 |
| | | 68,85 |
| | | <hr/> |
| | | \$1972,75 |
| Deducting the amount paid him in 1836 | | 350,00 |
| | | <hr/> |
| And there would seem to be due him, | | \$1622,75 |
| as his books would make it out. | | |

There are, however, several considerations to impeach the correctness of the claim for this amount.

In the first place, his books are so badly kept as to afford no certain evidence of the correctness of any of his accounts. He presents original entries kept by himself, after his own fashion, and written in by many different persons, as they might chance to enter his shop and be willing to make entries for him. His amanuensis attempted to copy them into a ledger, and when he could not make out to read John's hieroglyphics, he would guess at it; and at the end of almost every account draw upon his imagination for sundry charges which had no other foundation. His ledger did not agree with his original entries, nor did the account filed with me agree with the ledger.

Again; John's charges would not sometimes be made until some days had elapsed, and then he would trust to his memory; and he dealt almost as much with the Miamis as he did with the Potawatamies, and he could not always discriminate. These two causes would produce errors, the extent of which is well exemplified in the case of Barron's orders, where the charge of \$426,86 was, on examination, reduced to \$112,43. And I have no doubt that the same causes ought to produce a similar deduction in the charge of \$315,00 against Potawatamies not known.

In Sept. 1836, John presented his claim against the Potawatamies at \$1115,78, and then received \$350 on it, leaving due to him

\$765.78. If the result, as produced by his books, as above mentioned, is correct, then he must have trusted to these Indians in the space of eight months, in bread and crackers, \$1206.97: an amount beyond his means, and far beyond his practice of all former years.

But his claim shows that his charges after Sept. 1836, amount only to \$971.13.

There is yet another difficulty. In August, 1835, claimant settled off with these Indians, and was to receive the balance of his account, \$150, at the payment in 1836. In Sept. 1836, he did receive that sum, as well as the \$350; but whether the \$150 formed a part of the claim for \$1115.78 then put in, I could not ascertain, nor could he or his clerk explain any of these difficulties.

From the uncertainty and confusion attending the whole case, I could arrive at only one conclusion with certainty, and that was, that the claim was not correct as presented.

I shall be best satisfied with the following result:

| | | |
|---|----------|-----------|
| Take the amount as appears from the books, | | \$1662,75 |
| Deduct from it the payment in 1836, | \$150,00 | |
| And on account of charges against Potawatamies unknown, a sum which will put this charge on a footing with Barron's orders; to wit, | 232,00 | 382,00 |
| | <hr/> | <hr/> |
| And allow | | \$1280,75 |

No. 4 & 5.

| | |
|---------------------|---------|
| WILLIAM SILL & CO., | \$60,75 |
| Do. Do. | 47,05 |

These claims are for goods and provisions sold to these Indians. The accuracy of the accounts, and the delivery of most of the goods charged, having been proved by a clerk, who testifies also that the claim was truly copied from the original entries which were then destroyed; the claims are

| | |
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| Allowed at | \$107,80 |
|------------|----------|

No. 6.

| | |
|------------------|----------|
| HARRISON BARNET, | \$382,62 |
|------------------|----------|

In this case no items are given, nor any books produced, nor is their absence in any manner accounted for. The only evidence to support the claim is, the admission of Iowa that he owes about \$20, the testimony of Col. Ewing that claimant sold some things to the Indians, and the evidence of Miller swearing to the accuracy of the claim for \$180. The notes are not produced, nor have I any evidence before me what they were given for.

Under these circumstances, I do not feel myself justified in allowing any more than the \$180.

Allowance

\$180

No. 7.

FORD, WALKER & Co.,

\$69,44

This claim is for merchandise. It is proved by the clerk of claimants, who delivered the goods, and produces the books of original entries. From an examination of the books, errors and payments on account are discovered amounting to \$11,37, which must be deducted.

This claim is therefore allowed at

\$58,07

No. 8.

RYFENBURGH & BREARLY,

\$100,00

Claimants amputated the arm of an Indian, and visited him twice after amputation. For the amputation they charge \$50, and for each visit \$25. The former is not an extravagant charge, but the latter is. According to the custom of the country they would be entitled to 50 cents a mile, or \$3 for each visit.

They are therefore allowed

\$56,00

No. 9.

EWING, WALKER & Co.,

\$754,21

In December, 1834, Gen. Wm. Marshall, then Indian agent for the Potawatamies, made nine several treaties with different bands of that nation for the cession of their reservations in Indiana, copies of which treaties, numbered from 1 to 9 inclusive, are hereto annexed. Each of them contained a stipulation that a portion of the consideration money should be paid in goods at the signing of the treaty, without reference to its ratification. The goods were delivered in pursuance of those stipulations, and the treaties were all rejected by the Senate. The goods were not bought by the agent, for the government or with its funds; but he gave orders to certain of the traders to deliver goods to the amount stipulated. Inspectors were appointed to see that proper articles, and at fair prices, were delivered by the traders. And the traders, not having received their pay for the goods thus delivered, now present a claim for them, as a debt against the Indians.

The Indians say they ought not to pay for them, for they did not buy them, but they received them as a gift from government.

It was certainly not their fault that the treaties were not ratified,

but it is equally certain that they made their treaties subject to ratification, that they received the goods in part pay for their lands, which they did not, however, convey to government; and therefore, they have had and enjoyed the benefit of the goods without paying any compensation for them.

The claim of the traders for compensation is well founded, and they ought to be paid either by government or the Indians; and as the latter alone have received any benefit from the goods, they ought to pay, particularly as government otherwise pays them for these same lands.

These remarks apply to all the cases of goods delivered "for treaty purposes," and are now made once for all as controlling all claims of that character.

In the particular case under consideration, the goods, were delivered under treaty No. 1, which stipulated for the payment of \$400 in goods; and the claim is supported by the certificates of the Inspectors and the agent, and by the testimony of one of the Inspectors.

It is therefore allowed at the face of the bill, viz. \$667,50

There is a claim for interest, from the adjournment of Congress in March, 1835, until paid, which is disallowed.

No. 10.

EWING, WALKER & CO., \$767,99

This claim is for goods delivered for "treaty purposes," under treaty made 4th Dec., 1834, with Wm. Marshall, and ratified.

See page 616 of treaty book.

Allowed at \$676,68

The balance, being for interest, is disallowed.

No. 11.

EWING, WALKER & CO., \$1000

This is a claim for goods delivered for "treaty purposes." I have not, however, been able to find the treaty.

It appears that goods to the amount of \$138 only were delivered at the time of making the treaty. The delivery of the balance at subsequent periods is proved by the books, and clerks of the claimants.

It is allowed at \$1000,00

No. 12.

EWING, WALKER & CO., \$2065,00

This claim is for goods delivered for "treaty purposes," under

treaty No. 7, by which \$2000 in goods was payable. Goods to the amount of \$500, were delivered at the execution of the treaty in Dec. 1834, and the balance was not delivered until August 1836, after the last treaty with that band had been signed. \$500 only is therefore properly to be considered for "treaty purposes," the residue having been delivered after treaty No. 7 had been rejected. That residue, however, is a proper claim against the Indians as a debt, because it is well proved that the goods were delivered to them.

It is allowed at \$2000
There is a claim for interest, which is disallowed.

No. 13.

EWING, WALKER & Co., \$565

This is for goods delivered for "treaty purposes," under treaty No. 1.

That treaty provided for the payment of only \$400 in goods. Yet it appears, from the vouchers in claim No. 9 and in this case, that the agent authorized a delivery of goods to the amount of \$1167.50.

The delivery of the whole is made out in proof, and this claim is a just one against the Indians.

It is therefore allowed at \$500
There is also a claim for interest, which is disallowed.

No. 14.

EWING, WALKER & Co., \$565.00

This claim is for goods delivered for "treaty purposes," under treaty No. 7.

But it appears by the vouchers, in claim No. 12, that the whole amount of goods stipulated by that treaty had already been delivered. This is not, therefore, properly a claim for "treaty purposes."

It is proper to remark, that there is great confusion in these claims for "treaty purposes," and great difficulty in attaching the goods to the proper treaty. This has arisen from the carelessness of the agent in giving his orders. That does not, however, impair the justness of the claims of the traders.

Wherever, as in this case, they have delivered their goods to the Indians, they ought to be paid for them.

This claim is allowed at \$500
There is also a claim for interest, which is disallowed.

No. 15.

JAMES T. MILLER, 502.50

This bill is for horses, saddles, bridles, and martingales, delivered

to the Yellow River Band of Indians in August, 1836. The delivery of the articles and the fairness of the prices being sufficiently proved, the claim is

| | |
|------------|----------|
| Allowed at | \$502,50 |
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No. 16.

| | |
|------------------|-----------|
| JEAN B. JUTROIS, | \$3500,00 |
|------------------|-----------|

No. 86.

| | |
|------------------|---------|
| JEAN B. JUTROIS, | 4780,00 |
|------------------|---------|

| | |
|--------|-----------|
| Total, | \$6280,00 |
|--------|-----------|

These two claims are so necessarily connected, that they ought to be considered together.

Claimant is part Indian, and has a squaw wife, and cannot write, except merely to sign his name. He has lived as an Indian, and among them; and whenever he could get goods or provisions, he has dealt with them. He kept no accounts, because he said "it was no use," except that he would occasionally make hieroglyphics, which he and the Indians could understand. Of course it is impossible to arrive at any thing like certainty as to the amount justly due him.

As to No. 16. In support of this, he presents a note signed by the Chiefs of the Yellow River Band, dated on the day they ceded their lands, and executed in presence of Colonel Pepper. The Colonel says that the Chiefs wanted to make a reservation for Jutrois in the treaty; but failing in that, they gave him this note; whether for debt, or in lieu of reservations, the Colonel did not know. The mere note, executed under such circumstances, is not sufficient to justify an allowance. It is then proved that for the last nine years Jutrois had been living and trading with this band and other Indians; that he has purchased goods, varying from \$1,000 to \$2,000 a year; and he has been frequently seen to give out goods, &c. to them, without receiving pay or making any charge; that he used more bacon and flour at his house than the White Man's tavern in the neighborhood did; and that \$1,000 a year would not cover what he gave away to the Indians; and he lost more money by keeping and feeding them, than by trusting goods to them.

These statements refer back to 1828, but he signed the Register of 1835; and, in consideration of \$600 then paid him, he released the Indians from all claims, up to August, 1835; and the question is, what debts were contracted after that date?

1st. He shows purchases made by himself of goods for the trade, between October, 1835, and April, 1837, amounting to \$5575,82.

2d. That many of the Indians about there owe him money for these goods.

3d. That during the last three months of 1835, he had a person living with him who kept his accounts; and he shows accounts and notes, thus kept, amounting, for goods sold in October, November, and December of that year, to \$957,54.

4th. That the Chiefs of the Yellow River Band admit their indebtedness to this amount.

5th. He exhibits his hieroglyphics, showing an indebtedness.

As to No. 86. This is supported by three notes of hand. One dated September 7, 1836, for \$2000 to him, and \$1600 to J. Barron, which is spoken of in the report on No. 17. One dated May 16, 1837, for \$2000, and one for \$1280, without date or witnesses.

The general evidence of trade and invoices, mentioned above, is in support of this as well as the other claim. But there are various circumstances to impeach these notes.

As to that dated September 7, the Chiefs Iowa, Neswauka, Kewawna, M-jo-quis, and No-taw-ka, deny positively ever having signed it. The latter person would seem to have signed it twice, for he is known both as No-taw-ka and Wi-ah-koos-say; and both those names are signed to it. It is witnessed by two of Barron's sons, whose testimony in regard to it, before me, was so inconsistent in its different parts, and so much at war with the facts as proved by the paper itself, that it is not entitled to credit. See pages 145, 156, and 157 of the Book of Testimony.

The note of May 16, 1837, was understood by the Indians who signed it to be in full of all his claims.

The note of \$1280 is for two sections of land, which the Indians promised to give him, and did not. It purports to have the mark of five Indians to it. O-ca-chee, one of them, denies that she signed it; so does Abram Burnet, who can read and write, but whose mark is put to it with his Indian name, Ah-no-way-she-na. Jutrois, in his affidavit, says that it was upon this note of \$1280 that he received \$500 in 1836; but, upon an examination of the papers presented last year, it appears that the only claim he put in, was the note of \$2000 to himself and Barron.

An indebtedness of these Indians to Jutrois is, I think, satisfactorily made out; and an inference might be drawn, from the invoices of his purchases, that it was not far from \$5000; but we are to bear in mind that he got all the furs of the band at a time when the hunts are described to have been pretty good; that he had it in his power, and doubtless availed himself of the opportunity, to collect from the Indians some money on his credits, of which no account is given; that he lost as much by giving away to the Indians as by selling to them, and that he received last year \$500.

I cannot arrive at any certainty in the case as to the actual amount of indebtedness. I am obliged to estimate it.

I therefore allow on both claims \$2500.

No. 17.

JOSEPH BARRON,

\$6000

The magnitude of this claim, and its character, require a special notice.

The claimant is the government interpreter, and is married to the
D

daughter of one of the Chiefs. His claim is presented in the shape of a note for the above amount, signed by 12 of the chiefs and head men of the Potawatamies of the Wabash. It is not supported by any books of account or items, but was signed in the presence of the the Indian agent, and the disbursing officer, and several other gentlemen of respectable character. His affidavit appended to the note shows the nature of the claim, and that he rests very much upon the fact that the Indians admitted the indebtedness in the presence and by the sanction of the Indian agent. But Col. Pepper denies that he intended to give his official sanction to any debt whatever; and he says that the Indians told him that "Barron had lived among them a long time, and had shared among them all his things, and they wanted to pay him." They desired a stipulation to that effect inserted in the treaty, but, upon his declining to do so, they signed this note, and he witnessed it, without knowing any thing more about its consideration.

Barron is, and has been, poor, and unable to obtain goods otherwise than on the credit of the Indians. That he has obtained a large amount of goods in this way, is proved in several cases.

The Indians are not in the habit of inquiring, nor do they generally know whose goods they receive. They know only the man who gives them out to them. Instances have been known, (though, it is to be hoped, of rare occurrence,) in which persons have gone into the Indian country as clerks, and trusted out to the Indians valuable outfits for their employers for two or three years in succession, and have then abandoned their posts as clerks, and commenced trade on their own account, and without difficulty collected for their own benefit the "credits," as they are called, which they had made for their employers. This is rendered feasible by the fact, that the Indians know only the clerks in their dealings.

An instance of this kind appears in Barron's case.

In order to support his claim, he proved by Harvy Heath, his son-in-law, that in the winter of 1836, 7, (subsequent to the date of the note in question,) he carried to the Indian country two loads of provisions. In case No. 26, it was proved that those provisions were furnished by Ewing, Walker & Co., and sent out by Barron, and the Indians knew only Barron in the transaction. Several other cases of the same character are disclosed in the investigation of different claims.

Barron was in the frequent habit of going to the traders at Logansport, and procuring goods on the credit of the Indians. Sometimes there would be Indians with him, and sometimes he would be alone. Sometimes the articles would be such as were evidently for his own private use; and again, such as were for the use of the Indians.

It was also common for Barron to relieve himself from personal liability by procuring his father-in-law, and other Chiefs, to sign obligations for the debts which he had thus contracted. Instances of that kind will be found in several of these reports.

Barron was frequently applied to by traders and others to procure the signatures of the Chiefs to different papers. The custom

of the Chiefs to congregate at, and around his house, and the free manner in which he associated and shared with them, gave him facilities for doing any business with them, and an influence over a portion of them surpassing that of any other white man. There is reason to believe that that influence was not always exerted in the best manner. Evidence of this will be found in the investigation of the disturbance in 1836, and in case No. 16, where Jutrois applied to Barron to procure signatures to a note for \$2000 to Jutrois; Barron did so, but he took the precaution to add to it a promise to pay him \$1600. So that I have before me two notes in favor of Barron, one for \$1600 dated Sept. 7, 1836, and one for \$6000 dated the 23d Sept. 1836, and a claim for a balance of \$2625 on the Register of 1835—making a total of \$10,225, claimed as being due from these Indians, to a man who was too poor to purchase goods with cash, and of too low credit, as described by the witnesses, to buy otherwise than on the credit of the Indians.

He accounts for this in his affidavit, appended to the \$6000 note. In that he says, that though not dissipated, he is improvident; that he has been poor the most part of his life, and was compelled, from his situation, to share with his Indian friends the most that he had or his credit could command; and that his kind Indian friends were unwilling to neglect or pass him by, but wished to give some evidence of their justice and gratitude, and for that the note was executed. This explanation makes the note a gift rather than a just debt.

Besides all this, he has been in the habit of receiving liberally from these Indians payments or presents of money. In 1835 he had an allowance made to him of \$5125 as a debt then due, and he received on it, at that time, \$2500. In 1836, \$6000 was set apart for him by Messrs. Ewing & Taber; but he took \$9000 in the first instance, but he restored \$1000 and retained only \$8000. All of that was taken away from him in the disturbance, and he finally received \$2500 of the five Commissioners.

The Chiefs complained to me that they had, in 1836, put into his hands \$2000 of their money, and they had been unable to get it from him. He was called upon to account for this, and he did so by producing two receipts signed by some of the Chiefs, one dated October 5, 1836, for \$780, and another one of the same date for \$250; both expressing that the Chiefs had received that money of Barron to pay their own debts. It is remarkable, that both these papers are assigned by Barron to his creditors as valid obligations against the Indians.

Besides all this, the Commissioners say, that at their payment to the Indians on the 28th September, 1836, Barron was present, and as individual Indians were paid off, he collected of them several sums of money which he said they owed him.

To put the case beyond all doubt, I consulted the Chiefs in open council. They denied owing Barron any thing, and his authority to procure goods on their account.

Considering, as I do, the settlement of August 1835, as final and conclusive, it will be proper to remark, that on that occasion he was allowed a debt amounting to

\$5125,00

| | | | |
|-----------------------------|--------|-----|---------|
| He received in 1835 | \$2500 | | |
| “ in 1836 | 2500 | | |
| He obtained from the Chiefs | | | |
| in 1836 | \$2000 | | |
| and he paid back only | 1030 | 970 | 5970,00 |

Thus he appears to have received \$845,00 more than was due to him.

The note of \$6000 became due on the 1st of May, 1837, and on the 8th Nov. 1836, (before it was due) he seems to have assigned it, “for value received.” To remove any doubt, however, whether the note might not, in a legal point of view, be good in the hands of an innocent holder, he produced to me papers showing that it had been assigned for collection only, and not for a valuable consideration paid at the time.

The claim must be disallowed.

No. 18.

EWING, WALKER & CO., \$255,75

This is a claim for goods delivered “for treaty purposes,” under General Marshall’s treaty No. 2, and is well established by the proof.

It is allowed at \$255,75

There is a claim for interest, disallowed.

No. 19.

JOHN B. JUTROIS, \$1000,00

This claim is for a bill of goods delivered to the Yellow River Band of Indians, on the 25th of August, 1836.

The delivery of the goods, and the execution of the note for them, are proved, and the claim is

Allowed at \$1000,00

No. 20.

EWING, WALKER & CO., \$3000,00

This is a claim for goods, at fair prices, delivered to the Yellow River Band about twenty days after the making of the treaty of August, 1836.

The bill is proved by the oath of one of those who saw the goods delivered, the certificate executed and the note signed by the Indians.

The proof is complete, and the claim is

Allowed at \$3000,00

No. 21.

ENOCH D. WOODBRIDGE, \$250,00

This is a claim for depredations committed by some Indians in killing the claimant's hogs in 1832. Independent of all other considerations, it being proven in this case that the offenders do not belong among those who have made these treaties, the claim must of course be

Disallowed.

No. 22.

HARRIS & M'CORD, \$602,52

This claim was first entered for \$601,30, withdrawn and re-entered for \$602,52. It was proved by the clerk of claimants and the production of the original entries; but upon examination of the account, it appears that only \$143,50 was properly chargeable to these Indians, the residue being against the Potawatamies of the Chicago agency.

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| Therefore, allow | \$143,50 |
| Disallow | 459,02 |

No. 23.

JOSEPH SCOTT & Co., \$514,25

This claim is supported by the production of the original entries, by the affidavit of their clerk and the testimony of a witness that claimants were in the habit of selling goods to these Indians on credit, and charging them on their books.

On examining the books &c., errors in Addition and carrying out are found, amounting to \$9,04 and one item of \$14 is unsupported by evidence.

| | | |
|-----------------------|-------|----------|
| The claim is for | | \$514,25 |
| Deduct for errors, | 9,04 | |
| For want of evidence, | 14,00 | |
| | | 23,04 |

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|----------|----------|
| Allowed, | \$491,21 |
|----------|----------|

No. 24.

SPENCER & GANSON, \$30,50

This claim is proved by witnesses, and admitted by the Indians.

| | |
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| It is therefore allowed at | \$30,50 |
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No. 25.

N. D. GROVER, \$3025,50

This is a claim for a balance on accounts and notes running

| | | |
|---|------------------|--|
| | Brought forward, | \$513 25 |
| No. 3.—I-o-wa and party, charged with, | 1,230 34 | |
| Deduct for items charged in other accounts or not found on book, - - - | \$93 25 | |
| Do. for items before August 24, 1835, - - - | 16 75 | |
| | <hr/> 110 00 | |
| | | 1,120 34 |
| No. 4.—Pash-po-ho, charged with and proved at, - | | 28 25 |
| No. 5.—Chit-chok-kose, do do - | | 154 75 |
| No. 6.—O-ke-chee, charged with \$302,88. The goods for which this claim is interposed were deli- vered to O-ke-chee, in payment of land bought by claimants of her. While my investigations were going on, she requested claimants to pre- sent this account as a debt against the nation, and thus be paid, and she be thus enabled to get paid again. This is inadmissible. It is no debt against any body ; but a payment to her, and, therefore it must be disallowed. | | |
| No. 7.—Madeline Ducharme, charged with, \$254 42 | | |
| Deduct for liquor, charged as vinegar, - - - | \$1 00 | |
| This woman is married to Geo. Delisle, and the Chiefs in Council refused to pay any debts of his contracting. The following items for things got by him, must also be deduct- ed : | | |
| 3 yds. red calico, | \$1 50 | |
| 1 pair shoes, - | 2 00 | |
| Sundry merchandize, | 5 91 | |
| Red flannel, - | 0 75 | |
| 1 lb. salts, - - | 0 50 | |
| Buttons, - - - | 0 62 | |
| 1 fine round-about, | 3 00 | |
| 1 pair fine shoes, - | 2 00 | |
| | <hr/> 16 28 | |
| | | 17 28 |
| | | <hr/> 237 14 |
| No. 8.—Kaw-shee-noosh, charged with and proved, | | 17 00 |
| No. 9.—Ke-waw-na, do do - | | 12 00 |
| No. 10.—Besiah, charged with, - - - | \$1135 62 | |
| There are some errors in this ac- count. | | |
| A receipt for \$600 is twice charged, - - - | \$600 00 | |
| | | <hr/> Amount carried forward, \$2,082 73 |

| | | |
|--|---------------|-------------|
| Brought forward, | | \$2082 73 |
| There are errors in that receipt, for overcharging, - 43 83 | | |
| Some other items are twice charged, - - - 33 50 | | |
| | <u>677 33</u> | 458 29 |
| No. 11.—N-yok-qui-see charged with, | - 30 13 | |
| Deduct for error, | - 1 50 | 28 63 |
| No. 12.—M-shik-kaw-ne charged with, | - 138 75 | |
| Deduct for amount prior to August, 1835, which is also included in note, | - 31 75 | 167 00 |
| No. 13.—Aub-e-naw-be's band charged with, | 5,000 00 | |
| Deduct for errors and overcharges, | 114 50 | 4,885 50 |
| No. 14.—Me-chee-qua charged with, and proved at, | - 17 00 | |
| No. 15.—Wee-wee-sah and band charged at, | 1,733 25 | |
| Deduct for errors and liquor disguised, | - 7 37 | 1,725 88 |
| No. 16.—Ash-kum's band charged with, | - - - | 301 50 |
| No. 17.—All the bands charged with, | - - - | 172 00 |
| This is for provisions delivered to the Indians, in their own country, when in a starving condition, in February, 1837. The Indians are so improvident as frequently to be placed in that condition. They have no resource, but an application to the traders. I consider such claims as entitled to peculiar favor. | | |
| No. 18.—Miss-no-que charged with, and proved, | - - - | 80 50 |
| No. 19.—Nas-wau-kee charged with, | - 328 79 | |
| Deduct for liquor disguised, | \$3 00 | |
| Do. for duplicate charges, | 129 00 | |
| | <u>132 00</u> | |
| Add for error, | - 3 75 | |
| Total deduction, | - - - 128 25 | 200 54 |
| No. 20.—Heirs of Pe-chee-ko, obligation for, | 800 00 | |
| These persons contracted to sell to claimants a section of land, and received for their pay several small notes, payable in goods. All those notes were paid and taken up, and | | |
| Amount carried forward, | | \$10,059 57 |
| E | | |

| | | |
|--|--------|-------------|
| Brought forward, | | \$10,059 57 |
| then it turned out that they had already sold the land to some one else. It is therefore proper they should re-pay the price they received of Ewings, deducting for liquor, | | 2 43 |
| | | <hr/> |
| | | 797 57 |
| No. 21.—Miss-no-qui and party, | 388 25 | |
| Deduct a note of April, 1836, which is also charged and allowed in previous No. 12, . . . \$120 00 | | |
| Add for error, | | 2 00 |
| | | <hr/> |
| | | 118 00 |
| | | <hr/> |
| | | 220 25 |
| No. 22.—Angelique, Washionas's widow, | 276 08 | |
| Deduct for error \$6 00, add for same cause 25 cents, | | 5 75 |
| Deduct a note of \$14 00, charged as No. 64, | | 14 00 |
| The whole of this charge is for goods delivered to Angelique, to trade on commission. She says that claimant gave away, of those goods, | | 30 00 |
| And she ought to be paid the use of her horse, | | 20 00 |
| | | <hr/> |
| | | 69 75 |
| | | <hr/> |
| | | 206 33 |
| No. 23.—Band of Muk-kose, proved at, | 200 00 | |
| No. 24.—Passees, band of Che-kose, do. | 150 00 | |
| These two items are not charged on book, but are presented in the shape of obligations, which contain the particular articles sold, and a note for the amount ; the latter having, from appearance, been signed before the former were written ; but the delivery of all the property is proved. | | |
| No. 25.—I-o-wah and several other bands, \$7,654 50 | | |
| 1st item. Goods delivered by consultation with Agent, in or about August, 1835, \$1,209. | | |
| Deduct for error, | | 6 00 |
| 2d and 3d items, amounting to \$6,100, for goods delivered to the Indians by J. Barron, on commission, as Clerk of claimants. The | | |

Amount carried forward, \$11,633 72

| | | |
|---|--------|-------------|
| Brought forward, | | \$11,633 72 |
| particular Indians are not named. There must be a deduction on the following : | | |
| 1. Goods delivered by Barron in Jan., 1835, [whether this claim then belonged to the Ewings or Barron, it is equally barred by the Register of 1835,] | - | 506 75 |
| 2. Sundry credits which appear on the books, and not entered on the abstract, | 204 12 | |
| 3. Liquor charges, | - | 8 50 |
| 4. On account of items which are evidently for Barron's own use, | - | 196 93 |
| 5. On account of interest charged, | - | 127 00 |
| | <hr/> | 1,009 30 |
| | | 6,645 20 |
| No. 26.—Wee-we-sah, proved at, | - | 87 25 |
| No. 27.—Besiah and band, for treaty purposes, | - | 800 00 |
| No. 28.—Pe-ash-way, account for, | - | 247 00 |
| Deduct charges to DeLisle and Samuel Dickson, | - | 5 50 |
| | <hr/> | 241 50 |
| No. 29.—Tow-taw, is a Miami, (disallowed.) | | |
| No. 30.—Jose Burrel's widow, claim entered at \$10, proved at, | - | 10 50 |
| No. 31.—Pe-ash-way, for a horse sold him, | - | 125 00 |
| No. 32.—Louison, account for goods, | - | 160 37 |
| This is exclusive of claimant's payment for a half section of land bought by him of Louison. | | |
| No. 33.—Mosac's band, | - | \$1,724 25 |
| Deduct for goods and cash to Jos. Morland | - | \$50 00 |
| For old note, on voucher B, | 18 50 | |
| For error in D, | - | 2 00 |
| For a scarlet blanket, omitted, and charged three times, | - | 16 00 |
| | <hr/> | 66 50 |
| | | 1,637 75 |
| No. 34.—Jose's widow, charged at, | - | 28 75 |
| Deduct for items charged elsewhere, | 24 87 | |
| | <hr/> | 3 87 |
| No. 35.—Quash-qua's account proved, | - | 6 00 |
| | <hr/> | |
| Amount carried forward, | | \$21,291 16 |

Brought forward, \$21,291 16

No. 36.—Burrel's party is charged \$75 00 for a horse taken of these claimants at the payment of 1836. This must come in as a depredation claim, under the act of 1834, and is not properly before me. Disallowed.

No. 37.—Is for a barrel of whiskey stolen, and is, like the prior item, a depredation claim.

No. 38.—For goods delivered to Messah, on a contract for the purchase of lands. There being nothing to prevent the contracts being completed, this case is like that of O-ke-chee. See ante, No. 6, and for same reason must be disallowed.

No. 39.—Balance due on Register of 1835,
claimed at, - - - \$2,335 53

On that paper there was allowed the Ewings \$8231,00, not \$8331 as now stated by the claimants. They received, in 1835, \$2,500, and in 1836, \$4,000 ; leaving due on that account, \$1,731. Ewing and Aveline were allowed on same paper \$1,138, and received \$515 in 1835, and \$311 in 1836 ; leaving due to them on that account \$312. These two balances make the sum of \$2,043 as due to them, instead of \$2,335.53, as charged ; therefore deduct the error, - 292 53

2,043 00

No. 40.—Sundry accounts made in May and June, 1837, 404 25

Nos. 45 to 110 inclusive.—Sundry small notes against different Indians, amounting to, 1,555 62

Deduct No. 61 \$7, and No. 68
\$10, not against these Indians, - - - 17 00

Deduct No. 110, which Weesaw disputes ; and it is therefore referred to the private account between the parties, - - - 60 00

Deduct on account of error in No. 100, - - - 20 00

97 00

1,458 62

\$25,197 03

There are two items in the account requiring particular notice.

No. 41 is a claim for \$895 for interest on a large note. On the 22d of September, 1836, and on the "Payment Ground near the Tippecanoe River," these claimants obtained the signature of all the Chiefs and headmen to a note to them for \$31,935 18; which included all their claim up to that time. By that note the Chiefs promise to pay that sum out of the first moneys due them from the United States. It does not otherwise specify when it is payable, nor does it mention interest. Three days afterwards, when the Indians were paid, the Chiefs attempted to pay these claimants \$16,000; but were prevented by the disturbance which then occurred; and all that claimants finally received at that payment, was \$8,311; and on the balance this charge of interest is made.

I do not think it proper to allow interest on accounts against Indians in any case:—

1st. Because they do not understand this process of money's multiplying itself; and the idea that their debts are to be increased by such an operation never enters their minds in the contraction of their debts.

2d. Interest is a charge created either by agreement between the contracting parties, or authorized by some positive enactment of statute, and neither of those requisites exist in regard to Indian debts.

3d. In trusting Indians, the traders almost always provide for the risk and delay by the price they charge for their goods.

This item is therefore disallowed.

No. 42 is a claim for supplies to these Indians, \$1,600. This is a charge for feeding and entertaining Indians, &c. when at Logansport, from June, 1833, to June, 1837, at \$400 per year.

In the first place, claimants are barred from asking any compensation for "supplies" prior to August, 1835; because, by signing the Register of that year, they discharged the Indians from all such claims. This disposes of two years and two months, or \$867 of this item: and the only question is upon the allowance of \$733 on this ground.

That the claimants supplied the Indians, as mentioned in this charge, is established beyond doubt. But it is also established that their doing so is a necessary part of the trade, resorted to in order to secure the trade, and is provided for in the profits charged on the goods sold.

This is so in the Indian trade everywhere, and the traders have not a good right to present a claim on that account.

They make a profit on the goods which they sell to the Indians, and a profit on the furs and peltries they receive in return; the latter being, not unfrequently, the most valuable part of their profits.

In all trade, the loss by bad debts is guarded against by the profits charged on all the goods sold. In cases where, by treaty stipulations, the bad debts of an Indian trader are provided for and paid, as in this case, the actual profits are increased in proportion to the risk.

A debt, properly so called, must depend upon a contract, where the minds of both parties meet. This cannot, with propriety, be

said of "supplies," which the Indians understand are paid for in the prices charged them on the goods they buy, and which they otherwise return by nameless acts of kindness of a similar character, for which they never think of making a charge. No one can live in the Indian country without receiving and granting favors of this kind constantly.

This item cannot be allowed.

The claimants were large purchasers of Indian reservations, and the counsel for the Indians filed a specification of their claims against them on this account. Claimants made a counter-statement, the accuracy of which was not disputed, except as to the prices at which claimants ought to account for the lands; the counsel claiming that the prices ought to be governed by the value at the time of my investigation.

I decided, that as Government had considered individual Indians as capable of holding lands by patent, I should be bound to consider them as capable of selling; and that wherever as much as the government price had been paid by claimants, I should consider the purchases as fair, at the prices paid, unless some evidence should be given showing that the Indian selling his lands had been imposed upon or deceived in some manner. No such evidence being offered, no further notice of this point is necessary.

The following, then, is the result of my examination in this case :

| | |
|--|-----------|
| Allowances as above specified, | 25,197 03 |
| Deduct half of amount paid by the five Commissioners, in 1836; the other half being accounted for in No. 39, | 4,000 00 |

Amount allowed, \$21,197 03

Thus making a deduction of \$6,231 11 from the total amount claimed.

No. 27.

EDWIN P. HOPKINS, \$146,12

One item of this claim, \$34,25, was properly chargeable to Joseph Barron, and was withdrawn by the claimant.

It was the practice of the claimant, in selling goods to the Indians, to take their notes, and endorse on the back of each the particular goods sold.

All the claim was proved by witnesses, or admitted by the Indians, except the two last items on the abstract, amounting to \$2,00; but there were some mistakes. For instance, No. 1, a note against Nas-wau-ka, was charged at \$43,00, but the claim was admitted only for \$26,00. And No. 3, which is charged at \$27,25, is a note for \$20,25 only.

The matter stands thus.

| | | |
|---------------------------|-----------------|----------|
| | Amount claimed, | \$146,12 |
| Deduct, Amount withdrawn, | \$34,25 | |
| " Two items not proved, | 2,00 | |

| | | | |
|---|-------------------|-------|----------------|
| " | Mistake in No. 1, | 17,00 | |
| " | Do. in No. 3, | 7,00 | 60,25 |
| | Amount allowed, | | <u>\$85,87</u> |

No. 28.

GILLIS McBEAN, \$21,86

This was a claim against a man by the name of Moreland or Morrissau.

The man had some Indian blood in him, but the Interpreter and Indian agent said the tribe had refused to acknowledge him as a member; and the Chiefs, upon being consulted by me, repeated the same thing, and refused to permit his debts to be paid.

This claim is therefore disallowed.

No. 29.

JORDAN VIGUS, \$269,87

This claim is for goods sold to the Indians, and is proved by the original entries, and by the testimony of claimant's clerk and the government interpreter. \$29,25 of the claim was for goods delivered in December, 1834. Claimant, in August 1835, gave the Indians a receipt in full. This amount must therefore be rejected.

| | |
|-------------|-----------------|
| Claimed, | \$269,87 |
| Disallowed, | 29,25 |
| Allowed, | <u>\$240,62</u> |

No. 30.

WILLIAM POLKE, \$156,25

Claimant is a farmer, and his claim is entirely for provisions and necessities furnished to the Indians in his vicinity, and to others at the request of the Indian agent while he was holding councils with them. All the claim is proved except No. 14 \$5, and No. 15 \$33,25.

| | |
|-------------|-----------------|
| Claim, | \$156,25 |
| Disallowed, | 38,25 |
| Allowed, | <u>\$118,00</u> |

No. 31.

JACOB HULL, \$12,00

This claim, for ear-rings, breast-pin &c., was proved by an In-

dian by the name of Andrew Jackson. He, however, states the price of the ear-rings at \$3 each, while they are charged at \$4.00.

| | |
|------------|----------------|
| Claim, | \$12,00 |
| Deduction, | 2,00 |
| Allowed, | <u>\$10,00</u> |

No. 32.

SILAS ATCHESON, \$110,00

This claim is against a woman by the name of Miss-na-go-quā for breaking and tending a field of five acres, and for making and putting up 3000 rails. There is no date to the account, nor is its justness sworn to.

The only proof offered is the squaw, who says that the work was done in 1832 or 1833, that she once paid \$50 upon it, and Gen. Marshall, the former Indian agent, paid also \$30 upon it.

It also appears from papers before me, that on the 23d August, 1835, he received of the Indians, at their general payment \$177, and gave a receipt in full; and the next day obtained the note of the Chiefs for \$500, upon which he, or his agent or assignee, received \$250 in 1836. So that it would seem that he has already received \$507, and has a note against the Chiefs for \$250 more. Of course nothing can be allowed him either on the account or the note.

No. 33.

BARTHELETT & GODFREY, \$35,75

This is for sundry small items sold to sundry Indians, who admit the justness of the claim.

It is therefore allowed.

No. 34.

JACOB BOZARTH, \$78,37

This is for a horse sold to Miss-sin-a-go-quā for \$75, and interest upon it. She says that she was to pay only \$70 for it; but the witness who was present when it was sold, says the price agreed upon was \$75, and he explained it to her so that she understood it. She must therefore be mistaken, but the charge of interest cannot be allowed as made.

Allowed at, \$75,00

No. 35.

GUSTAVAS A. CONE, \$43,50

The claimant, in Nov. 1836, found a horse belonging to the In-

dian Andrew Jackson, and kept him until the investigation before me; and now presents this claim for feeding the horse, and for expenses of taking him up and posting him as an estray. The price charged is at the usual rate in that country, and as claimant has given up the horse to its owner, he ought to be paid his bill.

It is therefore allowed at \$43,50

No. 30.

LOUIS DROUILLARD, \$1206,50

It is not easy to understand precisely what is the amount claimed in this case. On the abstract filed with me, and sworn to, it is stated at \$1080, giving the items as things sold to Ashkum, with one item for Joe Morrisau's note and interest, \$173,00. But the claimant also produces the following notes:—

| | |
|--|--|
| 1st. 1 against the Chief Ashkum, dated April 25, 1837, for \$1000,00 | |
| 2d. 1 against Do. do May 8, " " 80,00 | |
| 3d. 1 against Do. do May 6, " " 10,00 | |
| 4th. 1 against Do. do Jan. 26, " " 26,00 | |

Total against Ashkum \$1116,00

5th. 1 against Joe Morrisau and wife, dated

Jan. 16, 1836, for \$88,67

6th. 1 against Do. dated Dec. 17, 1835, for 116,50
altered to \$126,50.

7th. 1 against Do. dated March 18, 1836, for 118,00

8th. 1 against Do. dated Nov. 13, 1835, for 118,00

9th. 1 against Do. dated May 13, 1836, for 152,00

10th. 1 against Do. dated May 15, 1836, for 173,59

Total against Morrisau and wife 766,76

Or an apparent total claim of \$1882,76

But all he actually claimed before me was the two notes against Ashkum, Nos. 1 and 2, and the note against Morrisau and wife, No. 9, for \$152 and interest, making a total of \$1253,59.

The other two notes against Ashkum are included in other items; to wit, that for \$10 is added to Morrisau's note (No. 6), and the \$26 included in the note of \$1000. The note of Morrisau (No. 10) for \$173,59 is also included in the \$1000 note, and he claims for No. 9 also (\$152.) The other notes against Morrisau, though apparently, upon the face of them, as good and unliquidated as any other, he admits have been settled. The particular doubt is, whether the note for \$152 ought to be allowed.

If it was actually due, why was it not included in the \$1000 note as well as that for \$173,59 given only two days afterwards?

Morrisau and wife are both Indians, and illiterate. They took goods of the claimant to sell on commission to the Indians, and as they took them, gave notes for them. Up to the 13th May,

1836, the goods they had thus taken amounted to \$441.17: and on that day they settled their account, and received credit for peltries, cash, and goods returned, amounting to \$358.59, leaving a balance due from them of only \$83.58 instead of the amount of the note given, \$152.00.

Upon that settlement they returned to claimant goods amounting to \$131.84, and two days afterwards received those same goods and others amounting to \$173.59, and gave their note, or rather receipt for them, which is included in the \$1000 note as above mentioned. There is no evidence before me to show whether they did or did not account for that outfit, other than such as is to be drawn from the \$1000 note.

Under these circumstances I have no data by which I can come to a certain result, and I feel that I am liable err, decide how I may. This uncertainty arises from the manner in which the accounts are kept and the claim presented. I owe it, however, to the claimant to say, that there is nothing before me calculated to impeach his integrity. On the other hand, I am satisfied that it can be implicitly relied upon. But his ignorance alike of our language, and of a proper mode of keeping accounts, and the fact that the persons employed by him are very illiterate and ignorant, render it necessary that I should confine the allowance to him to the amount of the goods, whose actual delivery he has proved.

He is therefore allowed

\$1070.00

No. 37.

JOSEPH P. BERRY,

\$354.00

This claim is presented to me in the shape of a note signed by some of the Chiefs. No original entries are produced. But it appears from the testimony of Barron, the government interpreter, and one of claimant's workmen, that when the Indians got goods of the claimant, they gave notes or receipts for them, which were all given up and destroyed when this note was taken. At that time a settlement took place in the presence of the interpreter, who swears to the correctness of the settlement, which is also admitted to me by the Chiefs.

It is therefore proper to allow the claim.

Allowed

\$354.00

No. 38.

SIN-IS-QUA. (Thos. Robb's Wife.)

\$3528.00

Claimant is an Indian woman, to whom, by a treaty which Gen. Marshall made, but which the government did not ratify, two sections of land were reserved. By the treaty made by Col. Pepper, (which was ratified) no reservations were made; but the Colonel expressed his belief that she would experience no difficulty in

getting the money which was paid for those two sections. This claim is now presented, in part, for the price of those two sections. It was at best a gratuity to her, which I am not authorized, by the treaty, to allow as a "just debt."

The residue of the claim is for her share of the amount due her band in 1836, which she says was \$2748, upon which she received only \$500. There is no evidence whatever to show whether she received less or more than her share, and nothing, of course, to justify an allowance.

The Chiefs, upon being consulted as to the validity of this claim, deny it in toto.

It is therefore disallowed.

No. 39.

JOHN B. BOURE,

\$1600

This is a claim for goods delivered for treaty purposes under treaty No. 4, made by Gen. Marshall with Ashkum and Washioness in December, 1834, which was not ratified.

The delivery of the goods is proved as well by the certificates of Gen. Marshall and the inspectors appointed by him, as by the testimony given by one of the inspectors, and the admission of the Chief Ashkum.

With these papers are letters from the Commissioner of Indian Affairs, and the Secretary of War *ad interim*, showing that this is not a claim upon government. The Indians alone, therefore, are liable.

This claim is assigned to Messrs. Laverty, Gantley & Co. of New-York, and is properly payable to them.

It is allowed at \$1600,00

No. 40.

JACOB R. HALL,

\$380,00

This claim is for cultivating the lands of the Indians prior to 1835. The whole amount of the account is \$780, upon which he admits that he received \$280 in 1834, and \$120 in 1835.

Without discussing the question, whether the claim is sufficiently supported by the evidence, it is enough to know that the claimant's name is attached to the Register of August, 1835. There is no allowance on that paper to him by name, but there are two sums allowed to "Cultivators," one for \$668,00 and one for \$2652,00; but his name appears to the receipt whereby he discharges the Indians from all claims up to that date.

This claim is therefore disallowed.

No. 41.

JOHN GUY,

\$65,00

\$45 of this claim is for depredations committed by the Indians in 1832 and 1833.

I am of opinion that no claim of this character ought to come in as a debt before me, because the general law points out a specific mode for the adjustment of such claims, which secures the payment of a just claim, and at the same time gives to the Indians a full opportunity of investigation, and of making the individual offender contribute at least his full share towards its liquidation, advantages which do not exist before me.

The residue of the claim, \$20, is for two hogs sold to Aub-e-nan-la's band in 1835, by order of Gen. Marshall. The orders for these were delivered to Gen. Marshall in 1834, and in that year the Indians put \$8000 into his hands to pay this and other debts: whether he paid it or not, I have no means of judging. The Indians having once paid it to the person whom the claimant appointed as his agent for that purpose, the claim is good against that agent. The Indians ought not to pay it again.

It is therefore disallowed.

No. 42.

JOHN CONNER,

\$85,00

This is for work done in cultivating the fields of the Indians, and for making a coffin and building a house.

The performance of the services being proved, the claim is

Allowed at \$85,00

No. 43.

HUBBELL & CANNON,

\$237,00

This account is well kept and satisfactorily proved. The only doubt is as to the balance of \$119,38, on a bill of goods delivered to Joseph Barron for the Indians. He says he delivered them all to the Indians. They denied it at first, but after some conversation with him, they admitted it. They were all such articles as the Indians would want.

There are many cases of this character before me, and as Barron is also a claimant as a creditor, there are two contingencies to be guarded against: one is, that the Indians may have to pay the same debt twice; and the other, that they may pay for articles which they did not have. I can therefore allow such claims only where, as in this case, the Indians themselves admit their indebtedness.

Claim

\$237,00

Deduct for error,

50

Allowed,

\$236,50

No. 44.

HENRY OSSEM,

\$3855,25

This claim is presented in the shape of two notes. One signed by Mis-qua-back, Misset, and others, for \$1000, balance due in 1836, and for \$825,50 for goods and provisions delivered in 1837; and the other signed by Kin-koash and others for \$800, balance of 1836, and \$1229,75 delivered in 1837. The notes are dated 17th May, and 11th May 1837, and were prepared for this investigation. Neither original entries, nor accounts of items, are produced.

Under such circumstances the notes would not be sufficient evidence of an indebtedness. But the claim is supported by the following additional evidence:—

1st. That during the years 1835 and 1836 he bought goods for the Indian trade amounting to \$5332,15.

2d. That he traded with the Indians, and trusted out his goods to them.

3d. That last fall his store was full of goods, having then on hand at least \$2000 worth, and this spring had not \$30 worth left in his store.

4th. That he raised corn, and trusted that out to the Indians.

5th. That he kept no account books, but made his entries on the walls of his cabin or loose pieces of paper, or took notes as the goods were delivered, and destroyed his papers when the large notes were given.

6th. That he is a careless but honest man.

7th. That when the notes in question were signed, their purport was explained to the Indians by a person friendly to them, and who was competent to understand and explain them.

8th. One of the Indians who signed one of the notes, appeared before me, and admitted that he alone owed claimant \$300, that the Indians had emptied his store, and the claimant always dealt fairly with them.

9th. That by the treaty of Col. Pepper made with Mus-qua-buck's band on the 26th March 1836, (Treaty No. 11, among those annexed to my report,) the Indians admitted their indebtedness to him of \$3000, and provided for its payment; but that section of the treaty was not ratified by the senate.

10th. It appears, by papers in my possession, that Ossem, in August 1835, settled all his claims with these Indians, and received \$2000 in full; and that in September, 1836, he presented a claim for \$3000, and received \$2000 upon it.

It is not to be supposed, however, that his whole trade was without any return. What the precise amount of that was, is not shown; and it can therefore be estimated only according to the usual course of the trade.

This case, stated in reference to this testimony, would appear thus.

| | |
|--|-----------|
| Goods bought, as above mentioned | \$5332,15 |
| Add for profit thereon and corn raised | 1333,03 |
| | <hr/> |
| | \$6665,18 |

| | | |
|--|-----------|-----------|
| Deduct for cash at payment of 1836 | \$2000,00 | |
| “ for furs mentioned | 200,00 | |
| “ for other returns, estimated at $\frac{1}{3}$ of whole trade | 2221,72 | 4421,72 |
| | | <hr/> |
| Leaving a balance of | | \$2243,46 |
| Which is allowed. | | |

No. 45.

WILLIAM MARSHALL, \$1407,26

Claimant was formerly the Indian agent for these Indians, and this claim is for various sums paid and assumed by him for them, and the only date there is to the paper is November 1834.

To the claim is attached Gen. Marshall's certificate of its justness, and a letter from the late Commissioner of Indian affairs.

The General was prevented by indisposition from attending before me, but upon being written to by me in reference to this claim and one of the Indians against him, he referred me in reply to Cyrus Vigus and John B. Duret for evidence. From their examination the following facts appeared.

At the payment of the annuity to these Indians in 1834, they put into Gen. Marshall's hands \$8000 of their money to pay their debts with. He employed Mr. Vigus to pay out that money for him. Mr. Vigus kept an account of the disposition of the money, a copy of which, and the General's orders upon him, will be found with the papers in this case.

Among other payments was one of \$150 to Pierre or Peter Longlois. This was probably on account of the two first items in the claims now presented.

There is also a payment of \$200 to Dr. Fitch, which is probably a part of the \$212,76 charged by claimant as paid to that person.

There is a payment to John Baccus of \$300, and on the claim is a charge of \$320 paid him.

So of a payment of \$70 to J. Johnson, and there is a charge on the claim of \$100.

So of a payment of \$150 to James Moore, which is charged on the claim at \$106.

The whole claim of General Marshall for payments and assumptions is \$2507,26

J. Grover say that the assumption to him has not been paid. Deduct for this \$101,00

So as to the assumption to Hamilton and Taber 1100,00

Of his payments, it appears above that part of them were made by the Indians' money, amounting to 870,00

And it appears from Mr. Vigus's statement

that the General received himself out of
that money several sums amounting in
the aggregate to

| | |
|--------|------------|
| 661,00 | \$,2732,00 |
|--------|------------|

| | |
|----------------------------------|----------|
| Leaving a balance against him of | \$224,74 |
|----------------------------------|----------|

It is probable that the \$661 was paid by the General on claims
against the Indians, but in the absence of all testimony to that
effect, I cannot take that for granted.

But I must disallow the whole claim.

No. 46.

| | |
|--------------------|----------|
| BOSTWICK & PUTNAM, | \$717,69 |
|--------------------|----------|

This claim is well supported by proof of the delivery of the goods
charged; but there is an error of \$1 in voucher No. 7, and No. 2
for \$11 is against an Indian of a different nation.

The only doubt in the case is in regard to voucher No. 13,
amounting to \$613,81. This is a note signed by several of the
principal Chiefs, and contains the particulars of the goods delivered.
But they were all delivered to Joseph Barron, and frequently when no
Indians were present. It was the common practice of Barron to
get goods himself, and afterwards get the Indians to assume the
debt. Sometimes they would get of him all the goods, but frequently
only a part. In this case it is manifest that they did not have the
benefit of all the goods, such as slates and pencils, copy-books,
pumps, neck-stocks, and military trimmings. Barron and the Indians
say that they received a part and he a part; but how much, neither
can tell. I can therefore only estimate, which I do, at one-half.

| | | |
|--------------------|--------|---------------|
| Claim, | | \$717,69 |
| Deduct for errors, | 12,00 | |
| On No. 13, | 306,90 | |
| | | <u>318,90</u> |
| Allowed, | | \$398,79 |

No. 47.

| | |
|-----------------|----------|
| GEORGE BOZARTH, | \$106,26 |
|-----------------|----------|

This is an account for provisions furnished to different Indians
at sundry times; and is not only proved, but admitted by the In-
dians.

| | |
|------------|----------|
| Allowed at | \$106,26 |
|------------|----------|

No. 48.

ISAAC KENDALL,

\$9,25

For a hog sold to an Indian, and by him admitted to be just.

Allowed.

No. 49.

PETER BONAVENTURE,

\$200,00

This claim is presented for "cloth, blankets, calico, shawls, and silver trinkets," specifying nothing, and dated "1818." There is no evidence to support it, no particulars given, nor is the justness of the claim sworn to.

In 1836 he presented his claim in this form,—“for merchandize and provisions furnished said nation from the year 1804 till the present date,” and upon that he received \$100.

Nothing can be allowed him now, and he ought to pay back what he received last year.

No. 50.

FRANCIS GODFREY,

\$1100

This claim also is a general charge for "sundry merchandizes," furnished sundry parties "at different times, from the year 1816 till the present, 1833," \$2000; and then he credits \$500 received in 1833, and \$400 received in 1836.

In 1835 he settled his whole claim for \$500, and not only signed the general receipt, but also gave a separate one, discharging the tribe from all claims up to that date. But, notwithstanding this, he again presented his claim in 1836, and obtained \$400 more upon it; and he now presents it again, without particulars, without making oath to its justness, and without any other evidence than a note signed by one of the Chiefs.

Of course nothing can be allowed to him, and he ought to pay back his last year's receipt.

No. 52.

WM. G. EWING & CO.,

\$451,06

The delivery of all the goods in this case being proved, the claim must be allowed, except a charge of \$5,25 for interest.

Claim,

\$451,06

Deduct,

5,25

Allowed,

\$445,81

No. 53.

ALLAN HAMILTON & CO., \$16,398.76

This claim, as it is one of the largest, so it has been scrutinized with great care.

It is for trade, and was supported by books of original entries, and by proof of delivery of the property in most instances. The proof was ample and complete, because regular entries and memoranda were made at the time the goods were delivered.

Claimants were purchasers of Indian reservations, and those purchases came up before me in the same shape, and were disposed of the same as in the case of the Messrs. Ewings, No. 26.

The following is this claim accurately stated :—

| | | |
|---|--------------|-----------|
| No. 1.—Is the balance due on the Register of 1835, | | \$4003 75 |
| No. 2.—We-wiss-ah's note, | 525 00 | |
| Upon examining the original entries, it appears the note is given for \$5.00 too much, | \$5 00 | |
| There is liquor included in, amounting to, | 3 75 | |
| There is a credit, omitted, of, | 2 00 | |
| | <hr/> 8 75 | |
| | | 516 25 |
| No. 3.—Accounts against We-wiss-ah, The account is only 940.23, | 951 33 | |
| There is liquor charged, amounting to | 11 50 | |
| There is an error in carrying out 10 yds. cloth at \$7.50 per yd. Carried out at 82.50, | 7 50 | |
| | <hr/> 30 00 | |
| | | 921 23 |
| No. 4.—Iowah and others, carried out, There is an error in the addition against the claimants of, | 247 75 | |
| | 9 00 | |
| | <hr/> 296 75 | |
| No. 5.—Spota and others, Deduct for error 50 cts., for liquor 50 cts., | 1 00 | |
| | <hr/> 295 00 | |
| No. 6.—Iowah's brother, sale proved of a hat, | | 6 00 |
| No. 7.—Kaw-kaw-ka, do. a shirt, | | 1 25 |
| No. 8.—No-taw-kah's party, do. of sundries, | | 125 00 |
| No. 9.—Mot-a's party, Deduct for liquor, | 36 00 | |
| | 1 50 | |
| | <hr/> 34 50 | |
| No. 10.—Kawk's party, proved as charged, | | 108 00 |
| | | <hr/> |
| Amount carried forward, | | 6267 73 |

G

| | | |
|---|---------|------------|
| Brought forward, | | \$6267 73 |
| No. 11.—Chip-e-way-noc, charged at, | 160 00 | |
| Deduct for error in addition, | 50 | |
| | <hr/> | 159 50 |
| No. 12.—A. Jackson, proved as charged, | | 5 50 |
| No. 13.—Oke-chee, charged at, | 11 63 | |
| There is a mistake against claimants in addition, | 1 00 | |
| | <hr/> | 12 63 |
| No. 14.—Che-chock-kose, | | 15 00 |
| No. 15.—Ma-shock, | 74 88 | |
| Deduct for liquor, | 3 50 | |
| | <hr/> | 71 38 |
| No. 16.—John Barnet, | | 70 30 |
| No. 17.—Quash-quaa, (deduct \$1 for liquor,) | | 14 50 |
| Nos. 18, 19, 20, 21.—No deductions, | | 18 00 |
| No. 22.—Aub-a-nob-be's and Ke-wana's bands, | | 1060 00 |
| These goods were delivered upon the orders of Gen. Marshall in Dec., 1834, for treaty purposes under treaties annexed, Nos. 2 and 9, (not ratified.) The delivery of the goods and the destruction of the vouchers by Gen. M. are proved. | | |
| Nos. 23 & 28.—Amounting to, | 1993 00 | |
| Are goods delivered for treaty pur- poses under treaties Nos. 8 and 9. The delivery of the goods, and the agent's orders therefor, are proved. | | |
| Deduct for error in addition, | 78 00 | |
| | <hr/> | 1915 00 |
| Nos. 24, 25, 26, & 27.—Goods delivered Aubanoba's band, | | 4647 77 |
| These are for goods delivered at four different periods on the strength of the treaty ceding their reserves. The delivery of all the property is proved by persons who witnessed it and made memoranda at the time. Those memoranda are notes or re- ceipts showing the particular property delivered, and the prices, or bills cer- tified to by the witnesses. These items show how improper it would be to give full faith to an In- dian's mere promissory note. The claimants produce one note by the | | |
| Amount carried forward, | | \$14257 31 |

Brought forward, \$14257 31

| | |
|----------------------------------|---------|
| band for, | \$2000 |
| One note by one of the band for, | 120 |
| And another by the band for, | 4647 77 |

Making a total of, \$6767 77

The latter note includes the two former, but they all remain in the possession of claimants; and but for their honesty in presenting the matter to me fairly as it was, I might have found it difficult to have discovered it. There was no danger that these claimants would permit me to allow the same thing to them twice, and I mention this only as an apt illustration of the propriety of the rule requiring something more than a mere note.

| | | |
|--|---------|---------|
| No. 29.—Ab. Burnet, an educated Indian, admits this, | 134 56 | |
| Deduct for liquor, | 2 50 | |
| | <hr/> | 132 06 |
| No. 30.—Goods delivered to Iowah's band at sundry times, delivery proved by witnesses who were present, | | 1702 59 |
| Nos. 31, 32.—Yellow River Band, | | 4157 75 |
| These goods were delivered in two parcels on the 25th August, 1836, in consequence of the treaty of the 5th of that month, (No. 7.) The delivery is proved by those who saw it and signed a certificate at the time. | | |
| No. 33.—We-wiss-ah's party, | 2035 76 | |
| This bill is for goods delivered at sundry times, and is proved by the original entries and the clerks. There must be a deduction for liquor, | 7 75 | |
| | <hr/> | 2028 01 |
| No. 34.—Sundry bands, | | 479 29 |
| This is for goods delivered to poor people of the nation, on an order from Chiefs, by which claimants were to deliver \$1500, but only delivered this amount. | | |
| No. 35.—Neswauka. A small bill proved. | 6 00 | |
| Charged at, | 1 00 | |
| Correctly added, it is \$7,00, | <hr/> | 7 00 |

Amount carried forward, \$22764 01

| | |
|--|-------------------|
| Brought forward, | \$22764 01 |
| No. 36.—Mat.wa-ah, proved at, | 11 25 |
| | <hr/> \$22,775 26 |
| Deduct sum paid in 1836, and not otherwise accounted for, | 6,500 00 |
| | <hr/> \$16,275 26 |

No. 54.

DANIEL R. BEARSS, \$742,75

No. 55.

E. BEARSS & CO., 360,33

\$1103,09

These claims were presented and examined together. No. 1 of the vouchers is a note for \$500, signed by the principal Chiefs of the nation, and was taken in lieu of various smaller notes for goods, which were cancelled when this was taken. There are no items shown, nor is there any proof of the delivery of any of the goods. The only evidence to support it is the evidence of Colonel Ewing that he stated to the signers of this note what it was for; but whether the claim was good or not, he did not know, nor did the Chiefs who signed the note know that, for they were not the persons originally indebted. Their admission of indebtedness is not, therefore, sufficient; for it is a well-established fact, that a person of influence over the Indians can procure their signatures to almost any thing.

In this case it seems that persons have signed the note who did not owe any thing themselves, nor know that any one else did. The claim under this voucher rests solely upon the fact that some Chiefs signed the note. And though I am inclined to believe that its rejection may operate hardly, and perhaps unjustly, upon the claimants, yet, in obedience to my instructions and the rule which governs my action uniformly, it must be disallowed.

The other items of the claim are proved principally by a clerk, who was a subscribing witness to most of the notes; but he does not testify to the delivery of all the property. He proves, however, the delivery of some articles in the case of every debtor; that they were charged at the time, and that claimant had frequent settlements with the Indians, with all of which they were well satisfied. This, with the evidence of the execution of the notes, and the other corroborating circumstances in the case, will warrant the allowance of the residue of the claim, excepting those articles not included in notes, and about which there is no sort of proof, as follows:

| | |
|---------------------------|--------|
| In No. 3, 3 yds. satinet, | \$4,50 |
| In No. 9, 4 articles, | 3,50 |
| In No. 8, 4 yds. jane, | 4,00 |
| | <hr/> |
| | 12,00 |

RECAPITULATION.

| | |
|---------------------|------------|
| Claim No. 54, | 742,75 |
| Deduct, | 500,00 |
| | <hr/> |
| Allowed, | 242,75 |
| Claim No. 55, | 360,33 |
| Deduction in No. 3, | 4,50 |
| In No. 8, | 4,00 |
| In No. 9, | 3,50 |
| | <hr/> |
| | 12,00 |
| | <hr/> |
| Allowed, | 348,33 |

No. 56.

PETER WARNER, \$200,00

Che-cose's band owned a reservation of land, and they contracted to sell half a section to claimant for \$400. He paid them \$200, and entered upon the land, and expended some six or eight hundred dollars in improvements. This contract was in contravention of the law, and it was never sanctioned by the government; consequently the claimant received nothing for his expenditure. The band afterwards sold all their land to government, and in the treaty the Indians stipulated for a deed for Warner; but that section of the treaty was stricken out on the ratification. Government, therefore, and not Warner, has obtained the title of the Indians to the land; and they desire the re-payment to Warner of the amount advanced by him.

This is just, and the claim is therefore allowed.

See Treaty annexed, No. 10.

No. 57.

WILLIAM D. GREGORY, \$68,79

Claimant bought of the Indians the use of a field one year, and paid them \$20 for it. He went on and cultivated it; but before he could reap any advantage from it, the Indians sold it to government for more than that sum. Gregory now claims a re-payment of the \$20, and compensation for his labor.

This is right, and the claim is allowed.

No. 58.

COMPARET & COLERICK, \$2116,38

This claim, for goods sold, is fully proved by the original entries, and by the testimony of the clerks of claimants, except the following, which must be deducted ; \$4,44 in No. 10 ; \$3,72n No. 11 ; \$2 in No. 15 ; \$5,09 in No. 21, and 50 cts. in No. 22.

There are also some mistakes which justify a farther deduction, viz. of \$116 in No. 2, and of \$35,30 in No. 25. And an item of interest, \$4,55, must be deducted.

Most of the claim is for goods sold prior to the payment of the annuities in September, 1836. At that time they presented claims amounting to more than \$1200, and received upon them \$400.

RECAPITULATION.

| | | |
|----------------------|---------|-----------------|
| Claim | | \$2116,38 |
| Deduct | | |
| Unsupported items | \$15,75 | |
| Mistakes | 151,30 | |
| Interest charge | 4,55 | |
| Payment of last year | 400,00 | |
| | | <hr/> 571,60 |
| Allowed, | | <hr/> \$1544,78 |

No. 59.

JOHN H. KITNER, \$784,75

Claimant is a saddler at Logansport, and supplies the Indians quite extensively ; and he has kept no other entries than notes or receipts signed by his customers at the time of the delivery, all of which are produced, and their execution and the delivery of the goods sufficiently proved.

Claimant was one of those who, in August, 1835, made a final settlement with the Indians, and agreed that he had no claim prior to that date other than those then settled.

Consequently Voucher No. 1, \$192, which is for goods delivered in July, 1835 ; and No. 12, for \$1,00, the same, cannot now be allowed.

| | |
|--------------------------------------|----------|
| Claim | \$784,75 |
| Deduct claims prior to August, 1835, | 193,00 |
| | <hr/> |

Allowed, \$591,75

This includes the balance due him on the Register of 1835.

No. 60.

COMPARET & HAMILTON, \$300

By the general treaty of September 23. 1836, the Chiefs acknowledge that they owe these claimants \$800. It was for money lent to Che-cha-kose and party to go to Washington. The claim was

presented in 1836, and \$600 paid upon it, as appears from the receipt which the Commissioners have filed with me.

Mr. Comparet, however, makes oath that he did not count the money until he got home, a distance of some 80 miles from the place of payment, and then he found only \$420; and now claims that that sum, and not the \$600, ought to be deducted on account of that payment. He did not accompany the money home himself, but sent it with a guard of his own choosing. It was not impossible that the missing sum might have been abstracted on the way. In the absence of all evidence on that point, claimants must be bound by their receipt.

The allowance, therefore, can only be for \$200

No. 61.

HENRY TAYLOR. \$546.00

This claimant is a young man, acting as clerk for a trading concern, for which he was a frequent witness before me; but this claim is presented on his own account. It has some peculiar features, which require particular notice.

No. 1, a note for \$5 against the Indian Mintormin, is neither proved by a witness nor admitted by the Indian, although he was examined.

No. 2. A note against same for \$25.00, is proved by the affidavit of the subscribing witness; but the Indian said he paid \$20 upon it, and under the circumstances I feel myself constrained to believe him rather than the claimant. This Indian says he got of Taylor a pistol and other things; but as Taylor does not claim for them, they, most probably, belonged to his employers.

No. 3 is a note for a horse against Besiah for \$150, witnessed by General Grover. The General says the horse was not worth more than \$100, and the voucher shows that it was originally drawn for that amount. The Indian, Che-chau-kose, says that Besiah offered the horse back to Taylor, and when he refused to take it, Besiah paid him \$100 upon it.

No. 4, the delivery of the property is proved.

No. 5, the same.

No. 6 is entered on the claim against O-ke-chee for \$60, and claimant makes the general affidavit that his "notes and accounts are correct." The history of this transaction is this. An old squaw, by the name of Mis-ne-go-quah, presented to Taylor a cloak, which cost about \$60, and which is presented before me as a claim against her. Taylor sold the cloak for \$60 to an Indian by the name of Abram Burnet, who can read and write, and talk English, and who paid \$20 upon it. Burnet afterwards went to Taylor's store, and was prevailed upon by Taylor to give the note in question. Burnet at first objected to giving the note for more than he owed, but upon Taylor's telling him that "it would not come off of him," "but it would be paid out of the big pile," he consented to sign it. Tay-

lor then told Burnet to sign his mother-in-law, O-ke-chee's name to it; and after some demur he did so, and by Taylor's direction put "her mark" to it. Taylor's pretence for obtaining her name was "to show what village Burnet belonged to." The value of this pretence can be estimated from the facts that Burnet was as well known as O-ke-chee, and his village could be as easily proved as hers,—that she was—for an Indian—rich, owning some lands in her own right; while Burnet was known to be poor; and that Taylor presents the claim to me, not truly as a debt of \$40 against Burnet, but falsely as one of \$60 against O-ke-chee, *and swears to its correctness.*

It must be observed, that neither O-ke-chee, nor any other Indian but Burnet, was present when the note was signed, and Taylor, in answer to a remonstrance against such conduct, replied that the "Indian trade was a disagreeable business, and they had to resort to all sorts of means to get their claims arranged so as to pass investigation."

The claimant admits an offset for the price of the cloak.

Nos. 7 and 8 are proved.

No. 9 is proved, except the last charge of \$4.00.

A claim for an offset of \$100 for a horse which he borrowed of Mes-ne-go-quā and did not return, is set up by the attorneys for the Indians; and as Taylor's admits that he got the horse several months since, and has not returned it, this claim ought to be allowed.

This whole claim, therefore, exhibits itself in this light,

| | |
|------------------------|--------------|
| Claim, | \$546,00 |
| Deduct No. 1, | 5,00 |
| On No. 2, | 20,00 |
| No. 3, | 150,00 |
| No. 6, | 60,00 |
| On No. 9, | 4,00 |
| | <hr/> 239,00 |
| | 307,00 |
| Deduct for the offset, | 100,00 |
| | <hr/> 207,00 |

No. 62.

JAMES MOORE & CO., \$2201,12

Claimants were Indian traders, and by their books and witnesses prove their accounts.

No. 1, examined by the books, shows a balance of errors against claimants of ten dollars.

No. 3 is charged as \$60, but \$50 of it only is chargeable to the Indians. The Chiefs had signed a confession of judgment for a large amount, and pretending to have been deceived in the matter, they employed Moore to get it set aside for them. He did so, and this \$50 is for fees he paid to counsel.

Nos. 9, 10, and 11, amounting to \$135, are for monies paid and services rendered by Moore in planting fields and cultivating for the Indians. He paid out \$60 or \$70 for the work, and charges as much for superintending. This charge is too great, \$30 would pay him well.

Moore sold liquor to the Indians, but it is all omitted from this claim, except one item of \$1,50. He also admits his liability to pay \$25 in cash and potatoes for the rent of a field of the Indians.

| | |
|------------------------|-----------|
| Claim | \$2201,12 |
| Add for errors, | 10,00 |
| | <hr/> |
| | \$2211,12 |
| Deduct, on No. 3, | 10,00 |
| On Nos. 9, 10, and 11, | 25,00 |
| For whiskey, | 1,50 |
| Rent of field, | 25,00 |
| | <hr/> |
| | 61,50 |
| Allowed, | <hr/> |
| | \$2149,62 |

No. 63.

| | |
|-----------------|----------|
| ROBERT MARTIN, | 263,50 |
| WILLIAMS & CO., | 44,50 |
| | <hr/> |
| | \$308,50 |

This claim is supported by direct and satisfactory proof, except in the following cases:—

No. 3 is proved at \$38,50, instead of \$15 as charged.

No. 4 was withdrawn.

No. 8 was proved at \$5,62, instead of \$7,62 as charged.

No. 9 is properly a charge against the Government, or the Government blacksmith, and not against the Indians.

RECAPITULATION.

| | |
|-------------------------|----------|
| Claim, | \$308,00 |
| Add for error in No. 3, | 23,50 |
| | <hr/> |
| | 331,50 |
| Deduct on No. 4, | 4,25 |
| No. 8, | 2,00 |
| No. 9, | 10,00 |
| | <hr/> |
| | 16,25 |
| Allowed, | <hr/> |
| | \$315,25 |

No. 64.

| | |
|----------------|----------|
| WM. H. MARTIN, | \$466,01 |
|----------------|----------|

This is one of the cases where it is as difficult for the claimant

H

as any one else to tell how much is owing him. The following is all that appears to be due :—

| | |
|---|----------------|
| No. 1 is admitted by the Indian at, | \$57,50 |
| No. 3 is proved by the subscribing witness, | 38,00 |
| No. 5 is proved so far as to \$10 worth of jewelry, 5 pair of shoes \$10, 3 handkerchiefs \$3,75, | 23,75 |
| No. 4 is admitted, so far as concerns the amount | |
| Against Furman, | 12,92 |
| Against Clemens, | 14,75 |
| Against Che-chaw-kose, | 2,00 |
| | <hr/> 29,67 |
| | <hr/> \$148,92 |

And denied as to every thing else.

No. 2 is denied.

Except as to No. 3, claimant has offered no sort of evidence, other than the Indians themselves ; and the result of their statement is given above.

There can, therefore, be an allowance only for, \$148,92

No. 65.

SAM. D. TABER, \$473,00

This claim is all proved ; but it appears that \$104 of it was prior to August, 1835, at which time claimant also settled all off with the Indians, and gave them a receipt in full to that date.

| | |
|-------------------------------|----------|
| Claim, | \$473,00 |
| Deduct prior to August, 1835, | 104,00 |

Allowed, \$369,00

No. 67.

ANDREW GOSLIN, \$1400

This case shows the facility with which a note may be obtained from the Indians. Claimant is an uneducated Frenchman, living with the Indians, and of course upon them, and has an Indian wife. He presents a note for \$1400, signed by the principal Chiefs of the nation, purporting to be "for goods and provisions had and received." The sole subscribing witness to it says, he does not know that the claim is just ; he only knows that the note was signed, and that Goslin never did trade with the Indians on his own account.

The signers of the note, upon being consulted, deny the debt, except one of them, who says that they get drunk sometimes, and one morning after having been so, he was told that he had promised claimant's two daughters each a half a section of land. He would not lie, and therefore he wanted the debt paid.

Of course it cannot be allowed as a "just debt."

No. 68.

K. V. RUNYAN,

\$39,25

This claim is proved and admitted.

A part of it is for velvet to the cloak mentioned in No. 61.

Allowed,

\$39,25

No. 69.

CANDLER & MUDGE,

\$854,80

This claim is one of those where a large amount of goods is charged to the Indians, but delivered to the interpreter Barron. The amount of that character in this claim is \$551,09. Barron being irresponsible, would not have been trusted to that amount, except on the credit of the Indians; but it is apparent that he used their credit without their consent, for he admits that he alone is liable for the payment.

The whole debt of the claimant is

\$964,80

Deduct

The amount properly chargeable to Barron, \$551,09

The amount paid by M-jo-quis on his debt, 10,00

And the amount received by claimants in 1836, 100,00

661,09

Amount allowed,

\$302,71

No. 70.

EWING, WALKER & CO. (*Tippecanoe Outfit.*) \$6738,12

In the early part of 1836, these claimants sent Henry Taylor, one of their clerks, to the vicinity of the Tippecanoe river, with an outfit. He there opened a store, and sold goods to the bands of Ash-kum, We-wiss-ah, and Aub-a-nob-ba; and this claim is for the goods thus sold.

Taylor was instructed not to make entries on books, but in all cases to take the obligations of the Indians. In obeying these instructions, his practice was, when an Indian came to get any thing, to write the articles sold at the top of a half of a sheet of paper, and at the bottom of it write an obligation signifying that the subscriber was owing "E., W. & Co. for the above goods, ——— dollars," and require the Indian's signature to that. As the dealer would get other goods, they were entered on the same piece of paper; at the close of the trade the column was added up by Taylor, the amount inserted in the note by him and his name affixed as a witness. The whole of this claim is supported by notes of this character, to the correctness of all which Taylor makes oath.

It is manifest that here is a prolific source of fraud, and that every thing depends upon the integrity of the witness.

If, in this case, Taylor is to be believed, the whole claim is substantiated, and ought to be allowed.

But unfortunately there are too many suspicions attached to his integrity to warrant implicit confidence in his statements.

By reference to his own case, (No. 61,) his conduct, in regard to claims against Indians, is presented in a light calculated to impair confidence in his dealings.

Another transaction of his was related to me by Judge Polke, whose character I have elsewhere had occasion to speak of as above reproach. That will be found related in the paper which I annex hereto.

It is proper to remark, that after I had closed my investigation at Logansport, and on my way to Detroit, I stopped at the Judge's house ; and the paper annexed, which was written by me at the time and signed by him, shows my proceedings there. Taylor's trading house was near the Judge's.

A part of the Judge's relation to me was merely hearsay, and at my earliest convenience I took occasion to procure direct testimony. To do this, on the 12th of July last I wrote to Mr. Armstrong a letter, which I enclosed in one to S. S. Tipton, Esq. one of the counsel for the Indians ; and about the 10th of November received a reply. That correspondence, and the deposition of Armstrong, are also annexed.

In Taylor's own case (No. 61) he sets forth a claim on a note against O-ka-choe for \$60, and swears to its correctness ; yet it turns out to be a note against Burnet for only \$40, with which O-ka-choe has no concern.

In his testimony in this case, he made oath that he "sold some liquor to the Indians, and kept a separate account of it, which was paid by them in furs and money," see page 152 of Testimony ; yet in No. 8 of Abstract A, is a charge of a "gallon" of wine, as I read it ; but it is pretty effectually blotted, and the word "flour" written evidently afterwards, for it is written on the ink line which extends the charge.

I am thus particular in setting forth this whole matter, in order to show the grounds on which I have come to the conclusion to discredit all of Taylor's testimony where it is not corroborated by other evidence.

It is due to Messrs. Ewing, Walker & Co. however, that I should state that I have no reason to believe that they sanctioned, or even knew of Taylor's conduct. It is their misfortune to have employed such an agent.

My inquiry in this case is this, what part of this claim is supported by other and additional evidence than Taylor ?

I first take up Abstract A.

On No. 8. The 2d charge, \$4, has been altered from liquor to flour.

The 3d charge, from one bottle at four shillings to two bottles at six shillings.

The 4th charge was originally charged at bread eight shillings,

and carried out at \$1 ; but the word "Pork" has afterwards been written on the line, and the carrying out altered to \$6.

On these accounts I deduct \$9,75 from this voucher.

On No. 11. On the 7th line, a hat has been charged at \$6, and altered to \$8.

Deduct \$2 on this account.

On No. 14. The 4th line has been carried out "To Pork \$3,00 ;" but the words, "flour 16 shillings," afterwards written, and the carrying out altered to \$5,00.

On No. 21. The carrying out of the 2d line has been altered from \$3 to \$4,00.

On No. 22. A charge for cash lent is now \$7, but it has once been something else. What the alteration is I cannot say. The last charge of \$16 makes the footing up \$145, but the note is only for \$129,50, and no particular evidence to show the delivery of the item entered.

Deduct \$7 and \$16=\$23.

On No. 24. There are two errors in addition, which require a deduction of \$3,25.

As a suitable explanation of the mode of "making papers" against Indians, I annex this voucher. That part which is underscored, (or in italics) was evidently written at one time, and the residue at a different time.

Abstract B, Nos. 7, 8, and 11, are charges against We-wee-sah, Min-ter-min, Otaw-wah-quah, and Shau-quak-shuk ; the latter is the son of the 3d named, and is about 16 years old. These three items amount to \$4335, and appear by the face of the papers to have been sold between the 25th Sept. and the 10th Dec. 1836. If to this is added what appears on schedule A as sold to the same persons in June and August 1836, viz : \$994,75, it makes a total of \$5329,75 of goods retailed to them between the 14th June and the 10th Dec., or the space of six months.

It will be observed, that I visited this band at their village in June 1837. If I had found them numerous and well supplied, I should not have doubted their having made such large purchases. But I found them poor and degraded, and small in number—their village consisting of only three or four lodges.

The persons charged, denied that they owed such a large sum. It is true that Indians are not apt to keep a correct account of their debts, nor are they always able to appreciate exactly what they do owe ; but the difference between their view of their account,—they stating it at \$40 ; and Taylor's—he stating it at over \$5000, is too great to be accounted for in any such manner.

It will be observed that the Indians accused Taylor of having given away his employers' goods for his own purposes.

When Taylor's own case was under examination, We-wiss-ah and Min-tor-min charged that he had obtained a \$300 note of Shaw-quak-shuck and had not paid for it. He said he had paid it, and produced their receipt for it. At another time he said that he had not delivered all the goods for the note at one time, but at two different times.

The Judge asked him if that was the woman? Taylor replied that he did not know, but it made no difference, for she had got things enough of the Judge to come to twice that.

William Armstrong of Bethlehem, Clark County, Indiana, told the Judge that he was present when Abraham Burnet was giving his note to Taylor for the balance on the cloak, \$40. Taylor said the note must be for \$50. Burnet said it was hard to pay the \$10 that he did not owe, but he supposed he must do it. T. then sat down to write the note, and wrote it for \$60. Burnet remonstrated, but T. said it would make no difference to him, as it was coming out of the general fund, and if he did not get it there, he would not collect the \$20 of Burnet, and so B. signed. T. then wanted B. to sign his mother-in-law's name to it. B. refused, saying he was not authorized to do so; but T. said he would write her name, and B. must make her mark, and it was done. Mr. Armstrong was then requested by Taylor to witness the note, but he refused.

Saturday, June 24th, 1837.

Proceeded in company with Judge Polke, Pashpo, and Thomas Robb as interpreter, to the village of Men-tor-min, and there saw him, Otaw-wah-quah, and Shah-quack-shuck. I told them that Taylor said he had paid them in full for the \$300 note which Shaw-quah-shuck had held against Douglas.

They denied that he had done so: they said he had promised them a horse, saddle, and bridle, two or three barrels of flour, and two barrels of pork, and some other things; and they had never got any thing but a barrel of flour. I showed them the receipt that Taylor said they had signed. They said they had never signed it.

I told them that Taylor said they owed him about \$1450 for other goods, for which he had their note. They denied it, and said they owed him about \$40, and they did not think it right to have to pay for goods which he had given away to some of the squaws for purposes of his own.

This is correctly stated.

WM. POLKE.

(Private.)

Hudson, N. Y. July 12, 1837.

DEAR SIR,

On my return home from your place, I spent one night at Judge Polk's, and received from him such an account of Taylor's conduct in his vicinity, as renders further testimony necessary.

The Judge related to me one matter within his own observation, and also gave me the account which is mentioned in the enclosed letter.

The story involves a charge against Taylor of forgery and false swearing, and is therefore very important. It may, however, be, that Mr. Armstrong will not confirm the account which I have received, and you will therefore see the propriety of your not mentioning this subject at all until Mr. Armstrong's deposition be obtained.

I transmit the enclosed for you to peruse, and then forward to

Mr. Armstrong in such a manner, and with such remarks from yourself, as will be calculated to procure his deposition.

I submit the matter to your management, partly because I shall by the time this shall reach you, be at Green Bay; and because I am confident you will spare no pains to have justice done at once to the Indians and to Mr. Taylor.

If you obtain Mr. Armstrong's deposition, showing the truth of the story as related to me, I must request that you will transmit it to me *at this place*; first, however, giving Mr. Taylor a copy of it (unless your doing so should interfere with the intention of instituting legal proceedings against him); and at all events first giving to Messrs. Ewing, Walker & Co. a copy, so that they may know in what way the character of one of their witnesses is affected, and may have an opportunity of explanation, &c. When you do this, you will please to do it in writing, and say that it is done by my direction.

I will make no apology for troubling you in this matter; but I must express my confident belief that you will conduct, what is in my view a delicate and important matter, with your accustomed energy and prudence.

With my best respects to the citizens of your place, and most especially to Mrs. T.

I remain very sincerely yours

Ever,

J. W. EDMONDS.

S. S. TIPTON, Esq.
Logansport,
Indiana.

Hudson, N. Y., July 12, 1837.

SIR,—

During my investigations, as the Commissioner under certain treaties made by the national government with the Potawatamie Indians of Indiana, Henry Taylor presented a claim, one item of which was \$60 for a cloak sold to Abraham Burnet, and in support of that charge he presented a note signed by Burnet and by his mother-in-law, O-kee-chee. Taylor presented the claim as one against O-kee-chee for \$60, and made oath that the note was correct.

After I had closed my business at Logansport, and while on my journey home, I spent one night at Judge Polk's in Rochester, and he gave me this relation of your knowledge of the transaction, viz: That on one occasion you was at Taylor's shantee near the Judge's, when Burnet came in, or was there; and some conversation took place between him and Taylor as to the cloak, from which it appears that Burnet had agreed to give \$60 for the cloak, and had paid \$20 on it, and was to pay \$40 more, which he said he was unable to pay then. Taylor then insisted that Burnet should give

him a note for the balance, and for \$10 in addition, because he had to wait for his money. After some reluctance, Burnet consented to this, and agreed to give his note for \$50. Taylor then drew the note, but drew it for \$60 : Burnet objected to sign it, because it was more than he owed ; but Taylor represented that if B. would sign the note, it would enable him, Taylor, to get the whole sum, at the payment of the general fund belonging to the Indians ; that it would not hurt Burnet, but would benefit Taylor ; and he called upon you, and others that were present, to witness his promise that he would not collect of Burnet any more than \$40, even if he did give the note for \$60.

Taylor then told Burnet to sign his mother-in-law's name to the note, but B. declined because she was not there. T. said that would make no difference. B. then declined, because she had not authorised him to sign for her, but Taylor insisted upon it, and finally himself wrote O-ke-chee's name to the note ; and either he or Burnet made the mark. During all this time O-ke-chee was not present, but you was ; and Taylor requested you to witness the note with your signature, which you refused.

I am thus particular in stating the facts as related to me by Judge Polke, because all of them are highly important and necessary in enabling me to discharge properly my duty toward Government and the Indians.

I did not summon you before me as a witness to attend at Logansport, because I was not aware of the importance of your evidence until after I left that place ; nor did I stop in my journey to do so, because Judge Polke assured me I should have no difficulty in procuring your evidence on application to you.

I therefore request you to make your deposition before some magistrate in your vicinity, setting forth the facts within your knowledge, with all the particularity which you can, and transmit the same to S. S. Tipton, Esq., (son of Senator Tipton,) at Logansport, who will transmit it to me. Mr. Tipton acted as one of the Counsel for the Indians, and I shall forward this letter to you through him.

I am, Sir,

Very respectfully,

Your obed't serv't,

J. W. EDWARDS,

U. S. Commissioner.

To

WM. ARMSTRONG, Esq.,
Bethlehem,
Clark County,
Indiana.

NOTICE.

The Potawatamie Indians,
ads.

Henry Taylor.

{ Before Esquire
Abraham Adams.

The Plaintiff, Henry Taylor, in the above cause, or his attorney,

will take notice that we, as the attornies for the defendants in the above cause, will, on the 16th day of September, 1837, proceed to take the deposition of William G. Armstrong, a resident of Clark County, Indiana, before Abraham Adams, an acting Justice of the Peace in the County of Clark and State of Indiana, at his office in said County at ten o'clock A. M. on said day; and continue from day to day, until the same shall be completed, to be read in evidence in the final adjustment of the claim of the said plaintiff against the said defendants, before the Secretary of War, or any other officer that may be appointed by the Government of the United States for that purpose at the City of Washington, or elsewhere, wherever said officer shall investigate said matter, when and where you may attend.

CHASE, STEWART & TIPTON,
Attornies for Indians.

Logansport, 25th August, 1837.

Returned, served on the within-named plaintiff, Henry Taylor, by reading.

JAMES HORNEY,
Sheriff, C. C.

August 25, 1837.

DEPOSITION OF WM. G. ARMSTRONG.

The Potawatamie Nation of Indians, }
adsm. }
Henry Taylor.

In compliance with a notice given by the Attornies of the Potawatamie Indians to Henry Taylor, which is dated at Logansport, 25th August, 1837, and appears to have been served on said Taylor by James Horney, Sheriff of Cass County, on same day, I have caused to be brought before me the witness therein referred to, who being duly sworn, deposeth as follows.

Question by the Justice of the Peace :—

Have you any knowledge of any trading, or settlement of trading transactions, between Henry Taylor and the Potawatamie Nation of Indians, in the State of Indiana ?

Answer by witness :—

I have. In the early part of May last I was in the store kept by Henry Taylor (for Ewing, Walker & Co., as I understood,) on the southern bank of Tippecanoe River, when an Indian was observed riding towards the store, who, Mr. Taylor said, was Abraham Burnet; that he was glad to see him come in before the payment; that Burnet owed him, and he would make him give him a note for the debt. Taylor immediately went to the desk and wrote. After Burnet had been in the store a short time, Taylor told him there was a note on the desk he wanted him to sign. Burnet took it up, and after examining it, told Taylor it was not right; that the cloak

he bought was only sixty dollars, as well as the recollection of witness serves him ; and that he had paid twenty dollars on it ; to which Taylor assented, but said that Burnet was to have paid the balance before that time, and he must have something for waiting. Burnet objected, and said it called for more than he owed. Taylor replied, it was no odds to him (B.), he would not have it to pay ; that it would be taken out of the big pile of money at the payment. Burnet objected, and said if it was not taken out of the big pile at the payment, he would have to pay more than he owed : Taylor insisted it would make no difference to Burnet, as it would not come off of him : that there was no doubt but it would be paid out of the big pile. Burnet said, if it made no difference to him he did not care—and signed the note : upon which Taylor told him to put his mother-in-law's name to the note : Burnet objected, saying they might play the devil with him if he put her name to it without her authority. Taylor said they could not hurt him—he only wanted her name to show what village he (Burnet) belonged to, and showing Burnet where to sign, Burnet wrote the name ; Taylor pointing, told him to write *her mark* at the end of the name, which he did ; then told him to make a mark or a cross, which he did also.

Taylor asked this deponent to witness the note, which he declined doing. During the whole of this transaction there was *no Indian* present except Burnet. Deponent was present during the whole time Burnet staid at the store. The note was left on the desk until Burnet went away. Taylor inquired whether deponent would remain in that country until after the payment, and asked him to witness the note : deponent took up the note and examined it, and asked Taylor if that was the way the Indian trading was usually managed. Taylor replied "that was the way ; unless you charged Indians at least two prices, you could not hold your own." Deponent remonstrated against the course pursued to induce Burnet to give his note for more than he owed. Taylor said the Indian trade was a disagreeable business, and they had to resort to all sorts of means to get their claims arranged so as to pass investigation. Deponent inquired why he dated the note at a different time from that at which it was given. Taylor replied, that was the date he got the goods ; deponent does not recollect any thing further, which he supposes material, being said, but noticed the date would apply to the *coming*, instead of the *preceding* fall ; and farther saith not.

WM. G. ARMSTRONG.

Sworn to and subscribed before me, the undersigned, an acting Justice of the Peace in and for the County of Clark and State of Indiana, and taken at my office in Bethlehem Township, this 16th day of September, 1837, to be read in evidence in the final adjustment of the claim of said Plaintiffs against the Potawatamie Indians, before the Secretary of War, or where, or whensoever said matter may be investigated by an Officer of the United States.

Given under my hand and seal

this day and date above written. A. R. ADAMS, J. P.

BOUGHT OF EWING, WALKER & CO.

| | |
|---|----------|
| 1 fine cloth blanket, \$8, 1 do. cloth blanket \$8, | \$16 00 |
| To Pork 10s, flour 32s, 1 large shawl 16s, | 7 25 |
| 1 pair fine red stockings 4s. to flour, | 8 00 |
| 1 pair fine walking shoes 18s, 2 fine shirts 16s, | 8 25 |
| 1 large tin bucket 8s, 10 lbs. sugar 2s, | 3 50 |
| 1 fine cloth blanket \$10, 1035 lbs. flour at \$7, | 17 00 |
| 1 fine cloth blanket \$8, 100 silver earbobs \$5, | 13 00 |
| 4 large silver broaches at 16s, | 8 00 |
| 1 fine shawl at 16s, 5 lbs. sugar 8s, soap 8s, | 4 00 |
| 2 fine shirts at 16s, 5 lbs. sugar 8s, | 5 00 |
| 1 fine cloth blanket \$6, sugar 8s, | 7 00 |
| To flour 16s, 1 fine shawl at 16s, | 4 00 |
| 1 fine large tin bucket 8s, flour 40s, | 6 00 |
| 1 fine cloth blanket at \$10, 100 lbs. flour \$5, | 15 00 |
| 6 large silver broaches at 16s, | 12 00 |
| 2 large fine silver wheels at 16s, | 4 00 |
| 3 fine fancy shirts at 16s, | 6 00 |
| 3 fine shirts at 16s, | 6 00 |
| 1 pair fine saddle-bags at 48s, | 6 00 |
| 3 fine shirts at 16s, | 6 00 |
| 1 fine shirt 16s, 2 pair superfine gloves \$3, | 6 00 |
| 4 fine white shirts at 16s, | 8 00 |
| 4 fine shirts 16s, 1 fine cloth blanket \$8, | 18 00 |
| | <hr/> |
| | \$194 00 |

This is so in the original—the words erased appear to be "for value received."

Due Ewing, Walker & Co. for the above goods,

three hundred nineteen dollars, for value received of them.

her

O-tow x Wah-quah.
mark.

Tippecanoe, June 29, 1836.

Witness,
Henry Taylor.

| | |
|--|----------|
| Amount brought over, | \$194 00 |
| 1 fine cloth blanket at \$8, 4 fine shirts at 16s, | 16 00 |
| 2 pair fine beaver gloves at 16s, | 4 00 |
| 2 fine large black silk handkerchiefs at 16s, | 4 00 |
| 2 fine large worsted shawls at 24s, | 6 00 |
| 2 pair fine gloves at 16s, | 4 00 |
| 1 fine cloth blanket, at \$8, | 8 00 |
| 4 fine chintz shirts at 16s, | 8 00 |
| 2 fine cloth blankets at \$10, | 20 00 |
| 1 pair fine squaw leggins at 32s, | 4 00 |
| Flour 32s, pork 40s, | 9 00 |
| 4 superfine large shawls at 40s, | 20 00 |
| 2 fine white shirts at 16s, | 4 00 |
| To flour \$8, pork \$7, | 15 00 |
| 1 fine large silk handkerchief at 24s, | 3 00 |
| | <hr/> |
| | \$319 00 |

No. 71.

RUFUS HITCHCOCK, **\$442,68**

This claim is for merchandize and goods sold, is sufficiently proved with the exception of \$10 for cash lent, of which there is no proof. His selling goods to the Indians is proved by two witnesses, but his lending money to them is not proved.

Claim **\$442,68**

Deduct the cash lent 10,00

There must also be a deduction for an item in January, 1835, claimant having signed the Register in August of that year, by which he released all their prior claims,

\$19,83

29,83

Allowed,

\$402,85

No. 72.

HYACINTH LACELLE, **\$7,996,00**

This claim is presented in this general form,

"1797 To amount of my claim against said (Potawatamie)
to nation of Indians laid before the Commissioners,

"1810. &c. **\$11,996,00**

"Cr. by cash received at Treaty of 1832, **4,000**

"Bal. due, **\$7,996,00**

The claim is not otherwise particularized, and is supported by the affidavits of himself and three of his clerks; from which it appears that in 1794 claimant "came to the Indian country to trade with the Miami and Potawatamie Indians;" that in 1797 he moved to the Wabash country to trade on his own account, and continued so until 1810, when he found himself \$15,000 in debt; and he attributes his losses partly to debts owing him by the Indians still uncollected, and partly to depredations committed by them.

He says his books are lost, and Gen. Tipton certifies, that at the Treaty of 1832 the books were before the Commissioners, but cannot now be found.

Upon this evidence, this claim is reposed.

The fact that the claimant is a respectable citizen of great personal worth and character, while it may induce a favorable consideration of his claim, and produce regrets at his want of success, cannot supply deficiencies in the testimony.

It will be seen that the claim is from 27 to 40 years old, and much of it must have been contracted before some of the parties to these treaties were able to run in debt, and even before some of them were born.

The claim is against the Potawatamie nation generally. The particular Indians indebted are not named; and it is not possible to determine whether they are those, or the ancestors of those, who now reside along the Wabash, or those who are connected with the Chicago Agency, and who provided for the payment of their debts by the treaty of Chicago, or those who are west of the Mississippi, or those who have amalgamated themselves with northern tribes.

It appears, also, that the trade was with the Miamis and Potawatamies; and it is not said how much is owing to each tribe, or whether the Miamis have ever made, or refused to make, any provision for the payment of their part.

The whole loss in the trade with both tribes is stated at \$15,000, and it appears that the Potawatamies have already paid claimant as follows:

| | |
|---|-----------|
| By the treaty of 1826, | |
| Two sections of land, which he yet owns, and which are estimated to be worth \$15,000, but which are charged at government price, or \$1,25 per acre, | \$1600,00 |
| By the treaty of 1832, | |
| In cash, | 4000,00 |
| Three sections of land in the name of an Indian, which he sold for | \$3000,00 |
| | <hr/> |
| Making a total of | \$8600,00 |

or more than half the whole loss stated.

For the balance of the loss, viz. \$6400, he ought to present a claim against the Miamis, if against any one.

The correctness of this view is strengthened by the fact, that although living in the immediate vicinity of the Wabash Potawatamies, the claimant has omitted to avail himself of the opportunities for a settlement directly with the Indians, which have been presented at the payment of their annuities; particularly in 1835, when the Chiefs in public council liquidated all the debts they knew of, and in 1836, when the claims against them were settled by the Commissioners.

The claim is disallowed.

Nó. 73.

LATHROP M. TAYLOR, \$1539,24

Claimant produces and proves his books of original entries, and the delivery of the various articles of merchandize sold.

But upon examining the books, in the presence of claimant and the Chiefs, it appears that only \$159,91 is properly chargeable to these Indians, the balance being against the Potawatamies of the Chicago or St. Joseph Agency.

Allowed, \$159,91

No. 74.

GEORGE T. BOSTWICK, \$2193.01

This claim is entered by my secretary for the above sum, but that is the debit side. The balance actually claimed is only \$799.38. Claimant, however, produces all his accounts for examination, as well those before the Register of August, 1835, (which he signed) as those of a later period.

From that examination it appears that I must make the following deductions :—

| | |
|---|----------------|
| Voucher No. 55, for \$20, is against a Miami who has paid | |
| \$3.50. Deduct, | \$16 50 |
| No. 56.—Is not a Potawatamie, | 5 25 |
| No. 60.—Is not a Chippewa, | 155 33 |
| No. 58.—Is withdrawn, | 43 00 |
| No. 26. Do. | 10 00 |
| No. 57.—The notes against Wm. B. Burnet, whom the | |
| Chiefs deny to belong to the nation, | 21 00 |
| | <hr/> \$241 08 |

There are sundry small notes produced in support of the claim up to August, 1835, of which no proof is adduced. But as that Register was a final settlement between the Indians and those traders who were parties to it, and is frequently, in my opinions, considered as a bar to any claim of those traders prior to that date ; so, on the other hand, it is equally conclusive and final for the traders against the Indians, that the latter owed so much money as is there set down. Fraud and mistakes are, however, properly to be considered as not barred thereby ; but the whole matter is still open so far as it may be necessary to redress the former or correct the latter.

Applying these principles to this case, they render the foregoing deductions from the claim necessary, because they evidently are mistakes ; and they render any farther proof of the notes in question unnecessary, because they were acknowledged then as proper debts.

| | |
|----------------------|----------|
| Claim in fact, | \$789 38 |
| Deductions as above, | 241 08 |
| | <hr/> |
| Allowed, | \$548 30 |

No. 75.

JOHN R. HINTON, \$31

This claim consists of only 3 or 4 items :—

- 1st. For a martingale \$1, which the Indian says he paid for once, but which he pays again in my presence.
- 2d. A charge of \$2 for horse-keeping, which is proved.

3d. A charge of \$12 for keeping a horse 12 weeks, but it is proved that he admitted he kept him only 3 weeks, and for that he has received \$6,00, which is enough.

4th. A charge of \$22 for keeping a horse 11 weeks, but it is proved that he kept the horse 10 weeks, and agreed to charge only \$1 a week instead of \$2, as he now brings it in.

Allow him, therefore,

| | |
|------------------|---------|
| The 2d item, | \$2 00 |
| On the 4th item, | 10 00 |
| | <hr/> |
| | \$12 00 |

No. 76.

WILLIAM REPOSE'S ESTATE. \$837,55

This is a claim for bread delivered to the Indians by Repose, who was a baker at Logansport; delivered during the Agency of Gen. Marshall, on his orders, and those of his sub-agent, secretary and interpreters.

The orders are produced, and those which on their face purport to be in favor of the Potawatamies, amount to \$427,06, at the price of 2s. a loaf.

Some of the orders are in favour of the Miamis. All those drawn by P. Langlois are of that character.

Many of them do not specify for which tribe they are drawn; but the testimony shows that most of the orders drawn were in favor of the Potawatamies. It is therefore fair to suppose that half of the residue was for them.

The claim would then present itself in this shape,

| | |
|---|----------|
| 1. Orders in favor of Potawatamies, as above, | \$427,06 |
| 2. Half of residue, (excluding the Miamis,) | 242,29 |

Total of claim, \$669,35

It appears, however, that in 1836 the adm. re-

| | |
|-----------------------|----------|
| ceived on this claim, | \$75,00 |
| And in 1835, | 50,00 |
| | <hr/> |
| | \$125,00 |

This sum of \$544,35

is all that can now be due,

But, against even this much, it is averred and proved,

1. That Repose was a very poor man, and it is not at all probable that he would pass by the payments for three years in succession without getting his pay, or something on it. Yet there is no credit for the years 1832, 1833, and 1834; during which time the debt accrued.

Repose died in 1835.

2. Gen. Marshall was in the habit of buying flour, and having it

K

delivered to Repose to bake for the Indians. How much of the bread delivered was in this account, it is impossible to determine.

3. Gen. M. in the fall of 1834, refused to pay him any more money on this account; averring that he had already overpaid him.

4. In the year 1834, the General received from the Indians \$8000 to pay their debts; and in the distribution of that money Repose was paid something; but how much, cannot now be determined. By referring to the papers in case No. 45, it will be seen that there is no account of any moneys being paid to Repose; but there is an account of several sums going into Gen. M's. own hands; and whether he paid any of it to Repose, I have not ascertained.

5. Gen. Grover, sub-agent, was also in the habit of furnishing flour to Repose to bake into bread for the Indians; and he furnishes a memorandum thereof, amounting to \$142,50.

6. Gen. M. kept an open account with Repose, and made him frequent payments, of none of which have we any account; either by Repose or from Gen. M.

7. Many of the orders were given for the Indians during the Sac war; and for that an appropriation was made by Congress of \$2000 or \$3000.

8. Repose's books are not produced, showing the exact state of the accounts, if he kept any; but the evidence rests mainly on orders produced; and, for aught that I know, his books may show payments to him balancing the account.

9. The claim of this estate was presented last year at \$175, in the following words: "In the years 1830, 1831, 1832 and 1833, to bread and provisions furnished; a part of which demand was received and allowed at the payment of 1835; balance justly due the said estate, \$175." On this, \$75 was then paid, leaving a "balance justly due" now of only \$100; yet it is now presented for \$837,55.

I cannot arrive at any result with certainty; but the presumption of payment is so strong, that I cannot feel justified in allowing any thing.

Since the foregoing was written, I have found, among the papers of 1835, a certificate of Gen. Marshall, dated in Dec. 1833, that the Potawatamies owed Repose \$50 for provisions furnished them the year 1832. Upon tracing the paper up, I find that it was presented in August 1835, in connexion with some other claims, and allowed under another name; and paid to the present representative of the estate, who signed the Register of August 1835; and thereby discharged the Indians in full from any farther claim of the estate.

The claim is disallowed.

No. 77.

DOMINIQUE ROSSAU,

\$1508,76

This claim is for merchandize, and claimant gives credits as follows:—

| | |
|-----------------------------|---------|
| Received at payment ground, | \$66,00 |
| 1836 do do | 297,00 |
| By sundry credits, | 37,51 |

And for the balance, \$1108,25, he presents a note signed by several Indians ; but this balance is not correctly stated. The sundry credits and items in his claim not proved, reduced the claim to \$1055,64. Besides that, he signed the Register of August 1835, by which he gave the Indians a receipt in full up to that date ; yet his present claim presents items amounting to \$170,82, contracted before that period.

The case will stand thus,

| | |
|---------------------------------------|----------------|
| Claim, | \$1508,76 |
| Deduct | |
| Items not proved, and sundry credits, | \$453,12 |
| Contracted prior to August, 1835; | 170,82 |
| Amount received in 1836, | 297,00 |
| | <hr/> 920,94 |
| Amount allowed, | <hr/> \$587,82 |

No. 78.

TODD & VIGUS, \$415,00

The bare inspection of this claim shows that it is not against the Indians, but against the late Agent, Gen. Wm. Marshall. It has grown out of dealings with him as an Officer of Government, and the Indians have nothing to do with it.

Disallowed.

No. 79.

MESS-SAW, \$55,00

This woman lent the Chief, Iowa, \$55, which he admits is still due to her.

Allowed, \$55,00

No. 80.

ETIENNE BENNAC, \$1849,75

Claimant is an Indian and a trader ; is unable to read or write, and employs others to make out his claim. He presents a note for \$2560, which it is proved is for an amount then investigated by a competent man, and explained to the Indians. That Bennac purchased goods, and trusted them out to the Indians, is also proved.

The other items in the claim are also proved, except a charge of \$500 for cash stolen at the payment ground in 1834. Of this there is no evidence; and if there was, the claim for it would be barred by the fact that Bennac signed the Register of 1835.

Two charges, of \$80 and \$100, are for money which Che-chakose and Ashkum got to pay their expenses of going to Washington to make the treaty of February 1837. By that treaty, Government stipulates to pay the expenses of that delegation. These items are therefore not chargeable to the Indians.

| | |
|-------------------------|--------------|
| Claim, | \$1849,75 |
| Deduct money stolen, | 500,00 |
| Do. lent to Ashkum, &c. | 180,00 |
| | <hr/> 680,00 |
| Allowed, | \$1169,75 |

No. 81.

BENJAMIN HURST, \$290,00

Thirty days services as chain bearer in a survey at \$2 per day are sufficiently proved, but there is no proof to support the residue.

It is, therefore, allowed at \$60,00

No. 82.

ALEXANDER CHAMBERLIN. \$300,00

This claim is for "hogs and sheep killed and taken by 'the Potawatamie Indians of the Wabash,' from 1827 to 1835, inclusive." Independent of defects in the testimony to support the charge, claimant is entirely precluded, by having, in August 1835, received \$110 of these Indians, and given them a discharge in full up to that time.

Disallowed.

No. 83.

ESTATE OF RICHARD CHABERT, \$950,00

In support of this claim, a note is produced, purporting to be signed by some of the Chiefs of the Potawatamies. Upon being interrogated, they deny ever having given the note, or having ever owed Chabert any thing. Upon investigation, it appears that in 1833 Chabert had a note of some kind against some Indians, which was delivered to Gen. Marshall to have him get it allowed in a treaty he was about making with the *Miamis*; and the note now produced "was made from recollection, signatures and all."

It appears, also, that even the original was for \$850 or \$950; they

cannot tell which ; and was "made out from nothing at all"—"from no items, but in general terms."

This is all the evidence in the case.

Of course it must be disallowed.

No. 84.

JOSEPH TRUCKEY, \$250,00

By the Register of 1835, a debt of \$490 was admitted as due this claimant. He, that year, received \$122,50 upon it, and in 1836 he received of Messrs. Ewing & Taber \$183, and of the five Commissioners \$100 ; leaving due to him on that account only \$84,50.

The next item of his claim, \$60, for provisions in 1834, is of course precluded by the allowance to him in 1835, and his discharging the Indians from all debts up to that time.

The charge of \$10 for a coffin, has already been allowed to Martin, who made it.

There is no other evidence in favor of the \$84,50 than the Register of 1835, but upon the principle which I have adopted of considering that paper as concluding both parties, that sum ought with the same justice to be allowed as the sum of \$60 to be disallowed.

Allowed at \$84,50

No. 85.

JAMES BLACKBURN, 41,00

Iowa and *M-jo-quis* admit that they owe these notes, which were given for ploughing their fields.

Allowed, 41,00

No. 86.

JOHN B. JUTROIS, \$4700

See Report on No. 16.

No. 87.

JACOB SMITH, \$613,75

This claim is presented in the shape of two notes signed by some Indians, and is an apt illustration of the facility with which their signature to a note can be procured. The subscribing witness says, "He saw the notes executed ; no accounts were produced ;

but Smith told the Indians how much they owed him, and they signed the notes. He mentioned some of the articles,—flour, and for cultivating fields for Minoquet, who is dead.”

A note given under such circumstances cannot afford satisfactory evidence of an indebtedness to the amount mentioned in it. Other evidence must be given.

In this case the additional evidence substantiates the following items only :—

| | |
|--|----------|
| Cultivating for Minoquet in 1835, | \$50 00 |
| Do. for same and Pessis, | 65 00 |
| Small claim proved by McCartney, | 13 75 |
| Goods for treaty purposes in Dec., 1834, | 88 20 |
| | <hr/> |
| | 216 95 |
| Deduct payment in 1836, | 75 00 |
| | <hr/> |
| Allowed, | \$141 95 |

No. 88.

I-O-WA, \$103,25

This is a claim for various small articles which the Chief, I-o-wa, sold to the Indians. Each Indian charged admits the indebtedness, and upon consulting the Chiefs generally, they say it ought to be paid—that I-o-wa is not a regular trader to bring in false accounts.

| | |
|--|----------|
| Claim, | \$103 25 |
| Deduct for error in stating the account, | 9 50 |
| | <hr/> |

Allowed, \$93 75

No. 89.

WILLIAM BARBER, \$101,98

This claim is proved by one who saw the notes executed and the goods delivered.

Several of the claims are against Indians not belonging to these bands.

| | |
|---------------------------------|----------|
| Claim, | \$101 98 |
| Deduct. The int. charged, | \$13,60 |
| Claims against foreign Indians, | 37,25 |
| | <hr/> |
| | 50 85 |

Allowed, \$51 13

No. 90.

PO-KA-GUN, \$60

This Indian says he had a horse stolen from him, but he offers no proof, and none of the Indians seem to know any thing about it.

It is disallowed.

No. 91.

NAH-WAH-KAISE, \$177,00

This Indian charges a squaw, whom he kept as his mistress, with stealing from him two horses, seven cloth blankets, some earbobs, &c. She and the Chiefs tell this story about it.

That the horses strayed away, and were not stolen.

That she did steal the cloth blankets, and

That he gave her the other things; and when she left him, she would not give them up to him.

It will be fair to allow him for the blankets, \$35,00

No. 92.

WEE-SAW, \$150,00

All the Chiefs admit that this is right, being for a horse killed in 1836.

Allowed, \$150,00

No. 93.

FRANCIS CLERMONT, \$50,00

This is for a horse stolen by an Indian not belonging to these bands. Disallowed.

No. 94.

JACOB KEYKENDALL, \$150,00

This is a claim for a horse stolen. There is no evidence that the thief belongs to these bands, and the Indians have once refused to allow it. If a just claim, it can best be obtained in the form of a depredation claim under the act of Congress.

Disallowed.

No. 95.

G. N. FITCH, \$99,00

No. 96.

FITCH & FARQUHAR, 36,51

It frequently happens in the investigation of claims, that the parties make a statement themselves, and expect me to give full force to it, although made decidedly in their own favor, and unsupported by other evidence. They forget that my duty, as a public officer,

requires me to decide according to the evidence produced, and that their declarations or assertions are not evidence in their favor; that I have no right to give weight to their statements, however exalted may be my personal opinion of their integrity. These cases are of this character.

Dr. Fitch, whose character stands high, both professionally and as a citizen, says that he last year presented claims of himself, of F. Fitch, and of Fitch & Farquhar, amounting to about \$495, on which he received \$250; and that he gave credit on No. 95 for \$101, and on No. 96 for \$37,24; which would leave the claim of F. Fitch to be about \$222, and \$111,76 to be applied upon it.

Upon recurring to the report of the Commissioners of 1836, and the claims presented to them, it appears that the claims of F. Fitch, then presented, was \$49,00; and even that was not properly chargeable to the Indians, because it was for services rendered to the Indian wife of a white man, and he ought to pay. It appears, also, that the claim of G. N. Fitch was \$232,50, and \$53,25 was properly chargeable to the same white man.

The claim would therefore, in September 1836, be as follows:

| | |
|-------------------|---------|
| Fitch & Farquhar, | \$73,75 |
| G. N. Fitch, | 179,25 |

| | |
|-----------------------|--------|
| | 258,00 |
| At that time was paid | 250,00 |

| | |
|----------------------|--------|
| Leaving a balance of | \$3,00 |
|----------------------|--------|

As none of the charges in the present claim are for services rendered since Sept. 1836, the above sum is all that would be properly owing by the Indians. This is a legitimate deduction from the evidence before me. If that evidence does not give me a correct view of the case, it is a misfortune to the claimants which I cannot prevent. But I am confirmed in my view by the fact, that the above balance, together with the sum which is still due from the white man to whom I have referred, will not be far from the amount claimed.

| | |
|----------|--------|
| Allowed, | \$3,00 |
|----------|--------|

No. 97.

| | |
|---------------|----------|
| PIERRE ANDRE, | \$926,00 |
|---------------|----------|

This claim is entirely unsupported by evidence, is 33 years old, and consists of \$726 of interest. Yet he received \$200 upon it last year.

It is disallowed.

No. 98.

| | |
|---------------|---------|
| WM. R. DAVIS, | \$71,50 |
|---------------|---------|

This claim is proved, and admitted as follows:

| | |
|--|---------|
| Claim of last year, | \$90,25 |
| November, 1836, pistol-lock to Wabousie, | 3,00 |

| | |
|-------------------------------|-------|
| | 93,25 |
| Deduct amount paid last year, | 50,00 |

| | |
|-----------|---------|
| Bal. due, | \$43,25 |
|-----------|---------|

The rifle sold to Joseph Barron for \$35 cannot be allowed as a claim against the Indians.

No. 99.

| | |
|----------------|---------|
| ROBERT BURNET, | \$40,00 |
|----------------|---------|

The Chief, Iowa, admits this indebtedness, being the balance due on a horse he bought.

| | |
|------------|---------|
| Allowed at | \$40,00 |
|------------|---------|

No. 100.

| | |
|------------------|----------|
| WILLIAM S. VAIL, | \$143,50 |
|------------------|----------|

This claim is for goods sold as follows :'

| | |
|---|--------|
| To Pash-po, | 38,00 |
| To John C. Burnet, an Indian (a balance,) | 22,25 |
| To Joseph Barron, | 105,50 |

\$165,75

It is all proved, and ought all to be allowed, except the goods sold to Barron.

| | |
|----------|---------|
| Allowed, | \$60,25 |
|----------|---------|

No. 101.

| | |
|------------|---------|
| JOHN DODD, | \$45,25 |
|------------|---------|

This account, which purports to be for flour, bread, and bacon, is not supported by original entries, nor are the whole particulars furnished, or the absence of them accounted for. Where the particulars are furnished, they contradict the claim as presented. Thus, Barron's orders, which are charged at \$96, amount only to \$34,75 ; thus calling for a deduction larger than the whole balance claimed.

The claim is, on this account,

Disallowed.

No. 102.

STURGESS & BRACKETT,**\$40,50****This account for medical services is proved or admitted.****Allowed.**

No. 103.

PETER OGAN,**\$176,25**

There is no evidence to support this claim, other than the fact claimant had some goods on hand, and Indians were seen trading with him. But what Indians, and how much they traded, and whether for cash or on credit, is not shown.

The facts proved, are not sufficient to justify an allowance.

Disallowed.

No. 104.

RICHARD HELVEY,**\$153,00**

The sale of the flour and beef, charged at \$30,00, is sufficiently proved, and must be allowed.

But the claimant has mistaken his remedy for the hogs which he alleges the Indians have killed and stolen. The act of 1834 affords so complete a remedy for such depredations, that it is better for all concerned to resort to it than come before me.

The other item in this claim is not proved.

Allowed,**\$30,00**

No. 105.

EDWARD McCARTNEY.**\$2624,25**

From the papers in this case, it appears that at the making of the treaties of 1832 by Messrs. Jennings, Davis, and Crume, McCartney was a claimant for \$4000; that by one of those treaties he was allowed a debt claim of \$1000; and by another, two sections of land to his Indian wife; amounting, at government price, to \$2400. Whether he received any, and if any, what payments in 1833 and 1834, does not appear. But it does appear that at the settlement in August 1835, he presented a claim for \$1000, which was allowed to him, and he received upon it \$350 at that time, and \$325 of Messrs. Ewing and Taber in 1836, and \$73 of the five Commissioners that year. And by another claim entered on the Register of 1835, he received that year another sum of \$350.

| | | |
|--|-----------------|-----------|
| His claim and payments would then be truly stated thus, if we go back to 1832. | Claim in 1832, | \$4000,00 |
| | Sundries since, | 274,25 |

4274,25

| | |
|--------------------------|--------|
| Deduct Payments in 1832, | \$3400 |
| in 1835, | 700 |
| in 1836, | 398 |

\$4498,00

Showing that he was overpaid \$223,75

Claimant's name, however, appears twice on the Register of 1835; once as a creditor for \$1000, and once for \$4000; on each of which sums he received then \$350. The Chiefs, in their letter to the President, of October 1836, complain that the latter sum, and two others, amounting in the aggregate to \$7126,00, were put on to that register improperly, and without their sanction. Upon investigation, this allegation appears to be correct. Those sums were entered after the council broke up, and cannot therefore be considered as admitted by the Indians, or as entitled to the same sanction that is properly given to the claims which were liquidated in open council.

Again; the claim now presented to me, says that the amount due in 1835 was \$3000; whereas, if that Register was true, it was \$5000. The residue of the claim is for indebtedness accruing prior to 1835, and is cut off by claimant's having signed a receipt in full, in August 1835, for every thing except the sums named on the Register.

The proper mode of stating the claim, as shown by the papers before me, would be thus:—

| | |
|------------------------|-----------|
| Claim allowed in 1835, | \$1000,00 |
| Paid him in 1835, | \$700 |
| in 1836, | 398 |

1098,00

Showing a balance due the Indians of, \$98,00

No. 106.

HENRY BARNETT, \$40,50

This claim is for labor done for the Indians in cultivating their fields, is admitted by them, and is

Allowed.

No. 107.

COMPARET & SCOTT, \$3347,23

Moses H. Scott, the active member of this firm, presented a

claim in 1835, which was allowed at \$1214. He then received \$814 on that claim, and in 1836 he received of Messrs. Ewing & Taber \$200, and of the 5 Commissioners \$1500.

The account which he now presents, runs back prior to 1835, and amounts, as above, to \$3347,93, without making any credit for those payments.

The following will be a proper statement of the claim as proved.

| | | |
|--|----------|-----------|
| Allowance of 1835, | | \$1214,00 |
| Goods delivered in 1834, by order of Gen. Marshall, for treaty purposes, and not included in settlement of 1835, | | 1172,00 |
| Items delivered since 1835, as proved, | | 278,17 |
| | | <hr/> |
| | | \$2664,17 |
| Deduct the payment in 1835, | \$814,00 | |
| Do. Do. in 1836, | 1700,00 | |
| | <hr/> | 2514,00 |

Bal. allowed, \$150,17

N. B. This great deduction from the apparent amount claimed, arises from two causes. 1st, from allowing the payments as above; and 2d, from my error in stating the amount claimed on my register, whereby a part of the items allowed in 1835 were put in a second time.

No. 108.

LOUIS DROUILLARD, \$16,00

This claim, for sundry articles of clothing, is admitted by the Indian, and

Allowed.

No. 109.

H. B. M'KEAN, \$4000,00

This claim is supported only by a certificate of three persons, that in 1817, '18, '19, and '20, claimant dealt with the Ottawa and Potawatamie nations of Indians. No particulars are given, nor are there any means of determining whether these bands were indebted or not.

This is one of the cases complained of by the Indians as having been improperly put on to the Register of 1835.

Disallowed.

No. 110.

WM. CANNON, \$50,00

This is a claim for depredations, and must be referred for settlement to the act of 1834.

Disallowed.

No. 111.

JOHN PLASTER,

\$12,75

This bill is for sundries furnished to Joseph Morrisau or Moreland, whom the Chiefs deny to belong to their bands,
It is therefore disallowed.

No. 112.

CANDLER & MUDGE,

\$184,50

This bill is for goods delivered during my investigations. I endeavoured to discourage the creation of any such debts, because I anticipated the fund would fall short of the debts; but the indebted Indians insisted upon its payment.

It is proved and allowed.

No. 113.

MIRIAM, STEPHENS & CO.,

\$29,88

There is no evidence whatever to support this claim, and it is therefore

Disallowed.

No. 114.

DAVID P. BOURE,

\$2182,82

Claimant was unable to procure the attendance of his witnesses, and he made oath that one of them has gone west of the Mississippi, and the other refused to attend. Having no power to compel their attendance, I felt constrained to accept of the affidavits which he offered, which were *ex parte*, and were liable to the objection that no opportunity of a cross-examination was allowed.

The claim consists of three items:

One of \$579,26, is not supported by any affidavit.

One of \$1136,63, turns out, upon examination, to have been all contracted prior to August 1835, excepting only \$48,13.

One of \$466,94, contains \$5 contracted prior to that date.

Claimant signed the Register of 1835, by which he released the Indians from all claims prior to that date; yet \$1147,25, of the claim which he now presents, accrued before that time, and of course is barred by that paper.

By that he was allowed \$981, and received that year \$345,25, and in 1836 \$317, of Messrs. Ewing & Taber, and \$400 of the five Commissioners, making \$71,75 more than the amount allowed him in 1835.

The whole of the item of \$579,26, must be disallowed (except

\$6,50 admitted by Miss-in-a-go-quah,) because there is no evidence whatever to support it.

The following is the result :

| | |
|----------------------------------|----------|
| Allowed on the claim of \$579,26 | \$6,50 |
| on the claim of 1136,63 | 48,13 |
| on the claim of 466,94 | 461,94 |
| | <hr/> |
| | 516,57 |
| Deduct over-payment of 1836, | 71,75 |
| | <hr/> |
| Allowed, | \$444,82 |

No. 115.

J. B. CHAPMAN, \$1332,49

This claim is not supported by evidence to support any thing more than a charge of \$9.

That sum only can be allowed, \$9,00

No. 116.

COMPARET & COQUILLARD, \$537,80

In the settlement of August 1835, these claimants were allowed \$675, but they now insist that their claim at that time was \$1276, 30, and that it was presented for an erroneous amount, because M. Comparet, who was the chief manager of the concern, was not present at that settlement. The claim of \$1276,30 is proved, and by an examination of the claim presented in 1835, the error is manifest.

My rule is, to consider the settlement of 1835 as conclusive against every thing but fraud and mistakes. This being a mistake, it ought to be corrected.

| | |
|------------------------------------|-----------|
| The claim of 1835, was | \$1276,30 |
| Separate payment, | \$ 29,00 |
| Payment in 1835, | 336,00 |
| Do. in 1836, | 400,00 |
| | <hr/> |
| | 765,00 |
| | <hr/> |
| | \$511,30 |
| There are additional items proved, | \$26,50 |
| And liquor items in the bill, | 48,00 |
| | <hr/> |
| | 21,50 |
| | <hr/> |
| Allowed, | \$489,80 |

No. 117.

THOMAS J. CUMMINGS, \$1144,00

This claim is supported by several notes. The most important of which is, a note signed by several of the Chiefs for \$1000, and dated Aug. 23, 1835. The note was for tailoring done at the request of Joseph Barron, and claimant had Barron's note for \$1080, which he gave up when Barron gave him the note in question.

Independent of all other considerations, it will be seen that both Cummings and Barron signed the Register dated on the 22d Aug. 1835, and both thereby released the Indians, in consideration of the sums then allowed, from all claims prior to that date. The whole of this debt was contracted prior to that date, and is barred by that act.

The residue of the account is proved, subject, however, to the following deductions:

No. 2 of the vouchers is for \$200 for a horse, which the subscribing witness to the note says was worth only \$100.

No. 5, Joseph Morelan's note, \$10, is withdrawn. In 1836 claimant received of the five Commissioners \$300, which he now wishes to have applied on the \$1000 note. As that note is not a debt, as I have already shown, this application of that money would be manifestly unjust.

| | |
|---------------------------|---------------|
| Whole Debt, | \$1448,00 |
| Deduct the note for | \$1000 |
| On No. 2, | 100 |
| The whole of No. 5, | 10 |
| The payment of 1836, | 300 |
| | <hr/> 1410,00 |
| Leaving due, and allowed, | \$38,00 |

While the evidence before me compels me to the decision that the \$1000 is not owing by the Indians to Mr. Cummings, I feel myself bound to say that I believe that he has not received his pay; and that Barron unquestionably has had the benefit of the claim, in some of the large allowances which have been yearly made to him. He ought to be made to pay it to this claimant.

No. 118.

JOHN GREEN, \$144,50

This is another case in which Barron has obtained property on the credit of the Indians without their consent. The account for goods delivered to him for his own benefit, and for the Indians, is all kept together. He admits that \$57,75 is exclusively for him. It is a matter of regret that this course has been so generally pursued, for the result is, either that the Indians pay for the goods twice, or the actual claimant loses it.

| | | |
|---|---------|---------------|
| The claim is | | \$144,50 |
| Deduct payment by Commissioners in 1836 | \$50,00 | |
| J. Barron's account, | 57,75 | |
| | <hr/> | 107,75 |
| Allowed, | | <hr/> \$36,25 |

No. 119.

SAMUEL CHAPPEL. \$11,50

This claim, though small, must be governed by the same rules which control my action in larger cases. There is no evidence to support it, except merely notes of hand, which do not even specify the consideration.

They must be *disallowed*.

No. 120.

EBENEZER WARD, \$50,00

No. 126.

WILLIAM POLKE. \$100,00

These gentlemen attended before me as witnesses in my investigations at my request, and that of the Commissioner of Indian Affairs. They were two of the 5 Commissioners who distributed the money in 1836. Their attendance was material and advantageous to the Indians. Their charges are reasonable, and are allowed.

No. 121.

THOMAS H. McKEAN. \$20,00

This is a note for bread and cash furnished to an educated Indian. The execution is proved.

Allowed.

No. 122.

PIERRE LAPLANTE. \$1140

This is a general charge against the Potawatamie Nation for "sundry merchandize, horses, lead, powder, &c. to different individuals of said nation, from A. D. 1815 to 1820," and is supported by no evidence whatever.

Disallowed.

No. 123.

ELDTREGE & ANDERSON, \$198,52

These claimants seem entirely to misunderstand the condition of their claim. They state it thus:—

| | |
|--|----------|
| Balance due on old acc. adjusted 1835, | \$200 00 |
| 2 notes on Kewana and others, | 198 52 |

| | |
|---|--------|
| | 398 52 |
| Rec'd on the above acc. of Com'rs at Judge Polke's, | 200 00 |

| | |
|---|--------|
| Which is the balance they claim, | 198 52 |
| But in 1836 they received of Ewing & Taber, | 200 00 |

| | |
|-------------------------|--------|
| And they are over-paid, | \$1 48 |
|-------------------------|--------|

They also state in their affidavit, that the sum of \$200, received at the payment of 1836, was in full of their claims prior to the payment in 1835. Their claim subsequent to that time is \$198,52, and as they received \$400 in 1836, of course they are already over-paid.

No. 124.

BENJAMIN TALBOT, \$210 00

This claim is for work done as public blacksmith for these Indians. His claim, it is evident from its face, is not against the Indians, but against the government or the late agent.

Disallowed.

No. 125.

JAMES H. KINTNER, \$70,75

This additional claim for saddlery is admitted by the Indians under circumstances which leave no doubt of the justness of the claim.

It is allowed.

No. 127.

JOHN E. SCHWARZ, \$5000 00

This claimant, after having proved that he was a trader among the Potawatamies of the Wabash, and exhibiting invoices and returns of clerks, showing a large loss in that trade, rests his claim for an allowance upon the settlement made in August, 1835. His name

M

appears upon the Register of that date for \$5600, and he then received \$500 on his claim, and now asks for the balance.

His claim rests upon the same principle which has already governed my action in several cases, in which I have given full sanction to that settlement; and hold it conclusive both for and against the Indians and the traders, excepting only in cases of fraud and mistake. None such appearing in this case, upon that principle the balance claimed must be allowed

| | |
|----------|-----------|
| Allowed, | \$4500 00 |
|----------|-----------|

No. 128.

| | |
|----------------------|----------|
| CUMMINGS & CRADDOCK, | \$474 81 |
|----------------------|----------|

This claim is supported by various notes of hand, the consideration of which is proved.

The claimants withdraw No. 1 for \$5, and No. 14 for \$12 81, because not against Indians. No. 5 for \$25, is not proved. They received \$300 in 1836.

| | |
|------------------------|---|
| Their claim is | \$474 81 |
| They received in 1836, | \$300 00 |
| They withdraw | 17 81 |
| They do not prove | 25 00 |
| | <hr style="width: 10%; margin: 0;"/> |
| | 342 81 |
| Allowed, | <hr style="width: 10%; margin: 0;"/> \$132 00 |

No. 129.

| | |
|----------------|-----------|
| JOHN B. BOURE, | \$4000 00 |
|----------------|-----------|

This claim is on a note dated 15th Nov. 1835, and of course purporting to have been executed then. It is signed by five Indians, the first named signed at the date; the second a few weeks after, and the other three after my investigations begun, and in June, 1837. There was no settlement of accounts when either signature was made to it, and it was drawn up for the purpose of being large enough to cover all his debts.

No original entries are produced, nor any account of the items; but it is supported only by evidence that claimant has traded with the Indians since 1832.

Ash-kum, one of the signers, being interrogated about it, says that at one of Marshall's treaties, he and Washiona's widow got goods of claimant, and never paid for them. It is for this he signed the note. Claim No. 39, for \$1600, is for the goods thus delivered, and of course it would not be right that they should be paid for twice.

Po-ka-gos, another signer, says that he and his band got goods of claimant to the amount of \$1000, and in 1836 claimant received \$1000 of the Commissioners.

By the Register of 1835 he was allowed and paid \$599; but he says and proves by one witness, that he was not present at the payment in 1835; that he did not sign the Register; that his clerk put in his claim, received the money and signed his name; but he put in the claim too small.

The present claim is entirely for debts accruing prior to that time, but his misfortune is that he does not prove any indebtedness except what has already been provided for,—that of Ash-kum by the allowance of No. 39, and that of Po-ka-gos by the payment of last year.

He attempts to account for this difficulty by proving the loss of his books. His own affidavit and the testimony of his brother show that his books were stolen from him at the payment on the Tippecanoe in 1835. There is evidently a mistake as to the time, and his supplemental affidavit probably fixes the time of the loss correctly in 1834.

But his affidavit shows, also, that his claim for goods sold prior to August, 1835, is no more than about \$3000. He received that year \$599, and \$1000 in 1836, and is allowed \$1600 under No. 39, which exceeds the amount at which he states the indebtedness for goods. The residue of the claim is for those services which all traders render in order to procure custom, and which are particularly commented upon and disallowed in No. 26.

The whole claim must be disallowed.

No. 130.

CYRUS VIGUS, \$890,75

This claimant is a tavern keeper, and his account is principally for keeping Indians and their horses.

The claims for 1835 and 1837, amounting to \$472,50, are proved.

There is no proof to support the account for 1833 and 1834, amounting to \$418,25. Even if there was, it would be barred by the fact that Mr. Vigus signed the Register of 1835, and discharged the Indians in full to that date. In 1836 he received of the Commissioners \$150.

| | | |
|-------------------------|----------|----------|
| His claim is, | \$890,75 | |
| Unsupported and barred, | \$418,25 | |
| Received in 1836, | 150,00 | |
| | <hr/> | |
| | | 568,25 |
| Allowed, | | <hr/> |
| | | \$322,50 |

No. 131.

HARVEY HETH,

This claim is clearly just; but, being for depredations, it is

presented to the Agent and the Indians, at the payment of their annuity, and its payment can there be enforced agreeable to the law of 1834.

I cannot allow it to be paid out of this fund.

No. 132.

ANDREW JACKSON,

\$600

This claimant is an Indian, and he presented this claim for killing his aunt. There is no evidence in the case, except the statements of the Chiefs to me in council, and a note signed by some of the Chiefs. The note is signed by Pashpo, the principal Chief of the tribe; O-ka-maus, the next Chief, and several others; and the Chiefs in council say they wish it paid, that they owe it to him.

I am scarcely well enough acquainted with their manners and customs to give a satisfactory decision in this case. It is understood, however, to be a conventional arrangement in some of the tribes, in order to prevent the shedding of blood which grows out of private revenge and family feuds, that he who has committed homicide may buy his safety of the relatives of the deceased by a satisfactory present,—the *Weregild* of our Saxon ancestors, only voluntary in its nature, and without yet having arrived at their perfection of graduating the price by the rank of the slain.

The custom saves the effusion of blood, and deserves encouragement until some judicatory shall be established among them, whereby crimes may be punished legally, and private redress become as unnecessary as it is improper.

This consideration commends this claim to our favor; and, supported as it is by the admission of the Chiefs in council that it was a just debt, and their request that it should be paid, I have deemed it advisable to allow it.

The price is, of course, indefinite; but the sum of \$600 was fixed by the Chiefs.

Allowed,

\$600

No. 133.

JESSE BUZAN,

\$46,00

This claim is for cultivating fields for the Yellow River Band in 1834, and they and General Walter Wilson say it was then paid by General Marshall.

Disallowed.

No 134.

ASH-KUM,

\$600

This claim is of the same character with No. 132, but it is not supported by any admission of the Chiefs. They were consulted about it, and merely answered, that last year "Ashkum had wanted only \$300, and now he wants more."

This is an essential difference between the two cases, and this must be

Disallowed.

No. 135.

JOHN R. MERRIT,

\$53,75

This account has already been paid by the Government.

Disallowed.

No. 136.

ALEXANDER LARAW,

\$110,00

There was no evidence to support this claim. It is not sworn to by claimant: but purports to be a note signed by Ash-kum, without a witness. Ash-kum handed me the paper, but did not say a word about it.

It must be disallowed.

No. 137.

CICOTT & VAN NESS,

\$32,00

This claim, being for borrowed money and flour, is well proved, and

Allowed.

No. 138.

ABRAHAM BURNET,

\$900

No. 139.

JOHN C. BURNET,

\$600

These claimants are educated Indians, speaking the English language. They visited Washington with Ashkum and Checkaukose in February, 1837, and acted as their interpreters in making the treaty of the 11th of that month. Their notes for the above amounts

were given on their return for their services. Their expenses were paid by Government, and Government agreed to pay the expenses of the treaty and of the delegation.

If these claims are for expenses which the delegation were necessarily incurred, they are chargeable to the Government if any where. If they were presents from the Chiefs, they are not properly just debts to be paid as such out of this fund.

In either event they must be disallowed.

No. 140.

EDWARD V. CICOTT,

\$640

This is a bond from Ashkum to claimant, in which he agrees to convey a section of land. It appears, however, that it was a gift from Ashkum, which cannot be enforced as a debt, and which Ashkum himself has recalled twice; once by agreeing to sell the same section to G. W. Ewing & Bourne, and afterwards by conveying it to the U. S.

It must be disallowed.

No. 141.

JAMES H. KINTNER,

\$36.00

This additional claim is presented now, because the witness was not present at the examination of Kitner's former cases. The witness, however, fully proves this claim, and

It is allowed.

No. 142.

JOB B. ELDRIDGE,

\$2.87

This is proved, and allowed.

No. 143.

WILLIAMSON WRIGHT,

\$5.00

This is for professional services, rendered by an attorney. The performance of the service, and the reasonableness of the charge, are proved.

Allowed.

No. 144.

JEREMIAH DUNHAM,**\$43,00**

This is for two rifles, delivered on the order of Gen. Marshall, Indian Agent, in October 1834.

There are two reasons against its allowance :—

1st. It is a claim against Gen. Marshall or the Government, and ought to be paid by one of them.

2d. Dunham signed the Register of August, 1835, and thereby discharged the Indians from all claims up to that date.

Disallowed.

No. 145.

CHASE, TIPTON & STUART,**\$600,00**

On my arrival at Logansport, Col. Pepper informed me that some of the claimants had employed counsel to appear before me ; and that he deemed it right to employ counsel for the Indians. I acquiesced in the propriety of this course, and he employed the above-named gentlemen. They were all occupied, and laboriously so, doing the whole of my investigations. Less than three persons, of their industry and capacity, could not have performed the task which devolved upon them. It was well and faithfully done. Their services were well worth to them the amount of this claim ; and to the Indians they were worth much more.

Allowed.

No. 146.

JOHN T. DOUGLASS.**\$108,00**

This claim has been paid by the Government.

Disallowed.

