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Report : Claim of J. Baldrige

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IN SENATE OF THE UNITED STATES.

FEBRUARY 7, 1839.

Submitted, and ordered to be printed.

Mr. SEVIER made the following

REPORT :

[To accompany bill H. R. No. 494.]

The Committee on Indian Affairs, to whom was referred House bill No. 494, with accompanying papers, report :

That John Baldrige, a native Cherokee, claims three hundred dollars, for an improvement which was occupied by him in that part of the Cherokee country which was ceded to the United States, by treaty with the Cherokees, of the 8th of July, 1817. This claim is supposed to be based upon the provisions of the 7th article of that treaty, which stipulates "to pay for all improvements which add real value to the lands lying within the boundaries ceded to the United States; or, in lieu thereof, to give in exchange improvements of equal value, which the emigrants may leave, and for which they are to have pay." Fifteen years after this treaty was made, it appears from the papers, that four individuals, William Dawson, James Rutherford, John Johnson, and Benjamin Carbett, appeared before Francis Young, a justice of the peace for Jackson county, Alabama, and testified that said Baldrige was in possession of an improvement and ferry at Crew creek, Jackson county, Alabama, when the treaty of 1817 was made; and that he (so far as they knew) never was paid for said improvement, which, according to their estimate, was worth three hundred dollars; these affidavits, as well as *all the signatures* but that of Dawson, evidently appear to have been written by the same hand. Accompanying the proof is a certificate of H. Montgomery, Indian agent, dated 21st December, 1833, stating that "the name of John Baldrige does not appear on the list of persons for whom improvements on the ceded lands were valued; nor has the place he claims pay for been paid to any other person."

No reason is assigned to the committee why this claim, if a valid one, should not have been liquidated at the time the treaty was ratified, as the United States had a commissioner there, to value the improvements and pay for them at the time. And it appears to the committee, in the absence of all proof, too strong a presumption that this Indian was ignorant of his claim for fifteen years, if he had any, when all those who had improvements to be paid for received the value of them, according to the treaty stipulations. If he had a claim for the improvement, as he got no pay for

it, the committee infer that he received another improvement in lieu of it, as was stipulated for in the 7th article aforesaid.

There is no certificate testifying to the credibility of the witnesses; and it also appears that this claim, for the first time, was presented to Congress in March, 1836, nearly nineteen years after the alleged liability of the United States. The committee think it unjust to the United States to open such investigations, after so great a lapse of time, without very special reasons, which they do not find in the case under consideration; and, therefore, recommend the rejection of the bill.

Mr. Secretary made the following

REPORT:

[The accompanying bill H. R. No. 431.]

The Committee on Indian Affairs, to whom was referred House bill No. 431, with accompanying papers report:

That John Halbridge a native Cherokee claims three hundred dollars for an improvement which was occupied by him in that part of the Cherokee country which was ceded to the United States by treaty with the Cherokee of the 8th of July, 1817. This claim is supposed to be based upon the provisions of the 7th article of that treaty, which stipulates "to pay for all improvements which add real value to the lands lying within the limits ceded to the United States; or in lieu thereof, to give in exchange improvements of equal value which the emigrants may have, and for which they are to have pay." Fifteen years after the treaty was made it appears from the papers that four individuals, William Dawson, James Henderson, John Johnson, and Benjamin Carbett, appeared before Francis Young, a justice of the peace for Jackson county, Alabama, and stated that said Halbridge was in possession of an improvement and land at Crow Creek, Jackson county, Alabama, when the treaty of 1817 was made; and that he (so far as they knew) never was paid for said improvement, which, according to their estimate, was worth three hundred dollars; these affidavits, as well as all the signatures but that of Dawson, evidently appear to have been written by the same hand. Accompanying the proof is a certificate of H. Livingston, Indian agent, dated 21st December, 1833, stating that the name of John Halbridge does not appear on the list of persons for whom improvements on the ceded lands were valued; nor has the place he claims for been paid to any other person.

The claim is assigned to the committee why this claim, if a valid one, should not have been stipulated at the time the treaty was ratified as the United States had a commissioner there to value the improvements and pay for them at the time. And it appears to the committee, in the absence of all proof, too strong a presumption that this Indian was ignorant of his claim for fifteen years, if he had any, when all those who had improvements to be paid for located the value of their according to the treaty stipulations. If he had a claim for the improvement, as he got no pay for

then a direct answer