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Memorial of John Charles Fremont, praying that the Secretary of the Interior may be authorized to examine and settle, upon principles of equity, his claim for beef-cattle furnished by him under a contract with the Commissioner of the United States for treating with the California Indians, in 1851, for the use and subsistence of those Indians.

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MEMORIAL

OF

JOHN CHARLES FREMONT,

PRAYING

That the Secretary of the Interior may be authorized to examine and settle, upon principles of equity, his claim for beef-cattle furnished by him under a contract with the commissioner of the United States for treating with the California Indians, in 1851, for the use and subsistence of those Indians.

JUNE 22, 1854.—Referred to the Committee on Indian Affairs, and ordered to be printed.

To the Senate and House of Representatives:

The memorial of John Charles Fremont respectfully shows:

That in the summer of 1851 this memorialist contracted with Mr. G. W. Barbour, commissioner of the United States for treating with Indians in California, to deliver certain quantities of beef for the use of the Indians within his division of the country, according to treaties made with these Indians, under which contract the quantity of 1,225,500 pounds (on the hoof) was delivered to the said commissioner personally, in the valley and on the river San Joaquin, and his drafts taken therefor on the Secretary of the Interior, at the rate of fifteen cents a pound, amounting to \$183,825; which drafts were protested for want of appropriations to meet them, and the treaties themselves having been rejected by the Senate, no appropriation has since been made, and your memorialist remains a loser to the whole amount of the drafts, and also the damages on the protest, and the heavy accumulation of California interest on a large part which had been negotiated. The memorialist's claim under the treaty being thus ignored by the rejection of the treaties, it becomes his resource to rest his claim upon the transaction itself; upon the actual delivery of the beef cattle to the United States commissioner for the use of the Indians, and in their own country; upon the absolute necessity of that supply to the Indians themselves; upon the great moral obligation of the United States to furnish it; upon its good effects in pacifying the Indians, and saving peace by preventing depredating incursions to rob or find food; and upon the low terms on which the beef was furnished.

First. As to the actual delivery. This was not only acknowledged by the commissioner Barbour in his letters to the Indian department, and in the fact of giving the drafts, but also proved by witnesses, as shown in executive document, (Senate,) 1st session, 32d Congress.

NOTE.—The memorialist desires it to be distinctly known that his transaction was with the commissioner, BARBOUR, and no way connected with either of the other commissioners, (Wozencraft & McKee;) and, therefore, nothing which they, or either of them, may have done with others, has any relation to his transaction with Commissioner Barbour, on which alone this claim is founded.

Second. The absolute necessity of the supply to the Indians. This necessity, besides being of public notoriety, is proved in the document referred to. The whites had overspread their country, driving them from their hunting grounds and fishing waters, into sterile mountains, where even the resource of acorns was wanting to them. Thus reduced to famine, it became a debt of humanity in the United States to feed them. As a mere act of charity and humanity, they became entitled to support. But,

Thirdly. A great moral obligation rested upon the United States to feed, if not to do something more for, these Indians. A country had been taken from them without a shilling of compensation, and contrary to our own laws—a country yielding fifty or sixty millions of gold per annum, and which has invigorated industry in every part of the United States, and is still fertilizing the whole country with its perennial stream. For all this these Indians have received nothing; while, upon the principles acted upon by the Americans from the time of William Penn, they would receive much more than one year's supply of beef which was delivered to them, and the whole expense of which remains upon this memorialist. Under such circumstances, there is surely a high moral obligation to pay for this supply of food.

Fourthly. The strongest reasons of policy, and regard for the future peace of the country, required this supply of food to be given. If not supplied by the United States, the Indians would return to the frontiers to take it, either by robbing horses and cattle, or by going to their old hunting grounds and fishing waters to find it. In either event the result would be the same—pursuit, attack, and slaughter by the whites—retaliation by the Indians. Then a war expedition by the whites, costing infinitely more to chastise their depredations by arms than to have prevented them by food. To feed them or to kill them became, then, the alternatives; and leaving out all considerations of justice and humanity to the Indians, and regard for our own national character, and looking at it in a mere monied point of view, it was the better policy to feed instead of to kill them.

Fifthly. The low terms on which the beef was actually furnished, being less than the ready money price of the country. A great part of the object of the memorialist being to save the peace of the frontiers, and to prevent a continuance of the robberies and murders which were continually going on, and which rose out of a search for food by the Indians in a state of famine, and expelled from their country, and all their means of subsistence, without having received a shilling of compensation. On this point the memorialist presents, from the document referred to, the sworn statement of Mr. John Walker, then in the beef trade at San Francisco, and long one of the principal butchers of Washington city. He says:

WASHINGTON CITY, *January 23, 1852.*

This will certify, that I, John Walker, of the city of Washington, born and raised in the city, and engaged all my life in the cattle and butchering business, and now carrying on the same in this city, and also having carried on the same business in San Francisco, in California, during part of the years 1850 and 1851, as partner with Mr. Steinberger, am therefore well acquainted with the prices of beef and beef-cattle in California during that time, and in the summer of 1851; knew, by report, of the contract made by Colonel Fremont to furnish beef-cattle to the Indians at the San Joaquin, at the price of fifteen cents a pound, and I consider the price to be low, and such a one as I would not have taken the contract for. It was below the current ready-money prices of the country, and less than I was getting, cash down, from individuals, companies, and United States ships, at the same time. We sold at San Francisco a common beef to individuals at about eighteen to twenty-five cents per pound, and choice beef at twenty-five cents per pound; to Howland & Aspinwall's steamers at fifteen cents per pound, and usually to the amount of \$3,500 to \$5,000 per steamer, and always paid down, the beef in all cases taken from us without the expense or loss of deliveries, which was a heavy item of expense to the contractors; to Howard & Sons' steamers at the same price and upon the same terms as to Howland & Aspinwall's. I also furnished the city prison with beef for the prisoners, on a contract with the agent, at eighteen cents per pound; this beef consisted of neck pieces principally. None but *bagueros* could drive the California cattle, and we have given three hundred dollars a month to some that we have employed. The loss and expense must have been great to Colonel Fremont on driving cattle to the frontiers on the San Joaquin, and I would not take his contract even if the fifteen cents were to be paid down at the time of delivery.

I make this general statement, and am willing to answer any questions before a committee.

JOHN WALKER.

P. S.—On looking over my books now in this city, I see that we furnished the United States frigate Savannah with beef in the year 1850-'51; also the United States revenue barque Polk; also the United States brig Lawrence; also the United States brig Dolphin; also the United States revenue schooner Argus; also the United States steamer Massachusetts, at the rates mentioned, and all for ready money. J. W.

WASHINGTON CITY, *January 24, 1852.*

DEAR SIR: In answer to your inquiries as to the price of beef in California, I have to reply, that during the summer and fall of last year the market price was *twenty-five cents per pound* in the valley of the Sacramento. In the mining region the price varied according to the distance from the valley, ranging from thirty to fifty cents per pound.

Respectfully, your obedient servant,

JOS. W. M'CORKLE.

Hon. THOMAS H. BENTON, *Washington City.*

The memorialist thus believes that he makes out a clear case for the payment of his claim, upon its own circumstances, independent of the rejected treaty stipulations. It was an expenditure, on his part, for the public good, and nearly the only compensation which the Indians had received, up to that time, for a country which has yielded the United States about three hundred millions in gold, and is going on yielding at the same rate, and on which a great State has grown up. His claim is founded on the single transaction with Mr. Barbour, the United States commissioner, to whom and to the Indians themselves he delivered the cattle, at the right place to deliver them, in the Indian country itself. The deliveries were made partly to the Indians themselves for their immediate use, and partly to the commissioner Barbour, to be retained and delivered as needed during the winter. The memorialist has reason to believe that of the part thus retained, a portion became the spoil of unfaithful agents trusted by Mr. Barbour; but of this he knows nothing himself, having immediately left the country. (Senate Doc. No. 61, 1st sess. 32d Congress.) He prays that a joint resolution of the two Houses may be passed, authorizing the Secretary of the Interior to examine and settle his claim on just and equitable principles, and that the amount found fairly due him be paid out of any money in the Treasury not otherwise appropriated.

JOHN C. FRÉMONT.

WASHINGTON, *June* 19, 1854.

P. S.—The Senate document, No. 61, session of 1851-'52, and also No. 57, session of 1853-'54, which contain the evidence of the case, are herewith inclosed.