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CLAIMS OF MUNSEE INDIANS.

MAY 29, 1858.

Mr. RUSSELL, from the Committee on Indian Affairs, made the following

REPORT.

The Committee on Indian Affairs, to whom was referred the memorial of Gideon Williams and Jacob Morehouse, chiefs and headmen of the Munsee nation of Indians in Kansas, asking remuneration for services in propelling boats in the removal of said Munsee Indians from Wisconsin to Kansas, in the year 1839, and for expenses of victualling said Indians en route, and for compensation for boats and canoes belonging to them, and sold by the United States agent at Prairie du Chien, have had the same under consideration and report :

The petitioners claim compensation for the services of 18 men, 21 days each, in 1839, in propelling boats in the removal of the Munsee Indians from "Winnebago lake to Prairie du Chien," amounting to \$378; they also claim the sum of \$4,371 for victualling the tribe of Munsees in their removal from Wisconsin to Kansas, 117 in number, at the rate of \$5 per week per head; they also claim the sum of \$120 for boats and canoes sold by the United States Indian agent, and the money withheld by said agent, making their entire claim amount to \$4,869; the said claim is made in behalf of said nation of Munsee Indians by Gideon Williams and Jacob Morehouse, chiefs and headmen of said nation of Munsee Indians in Kansas; they base the said claim under the treaty made in September, in the year 1839, at Lake Winnebago, between Albert Gallup, commissioner of the United States, and the chiefs and headmen of the Stockbridge and Munsee nations or tribe of Indian.

In order to enable your committee to investigate the case fully, and to do justice to the government and to the claimants, they addressed a letter to Hon. Charles E. Mix, Acting Indian commissioner, requesting him to examine the books of his department, and to give us the facts as of record in his office having any bearing on the claim in question; the said examination elicited the following facts, to wit: In June, 1852, T. H. Ford placed on file in the Indian department a power of attorney executed by the chiefs and headmen of the Munsee

tribe of Indians, appointing T. H. Ford, Silas Armstrong, and L. B. Armstrong, their attorneys, to recover part of the \$25,000, under treaty of 24th November, 1838, and certain moneys expended in the emigration of the Munsees, in 1839, from Wisconsin to Kansas, accompanied by "inventory of effects, statement of days of services," &c.; said papers were referred to the Second Auditor on the 21st day of June, 1852, with instructions to examine the accounts in his office in reference to the subject-matter in question. On the 28th of June, 1852, the Second Auditor replied, in answer to instructions of 21st of same month, that, on examination of F. Desnoyen's account, settled in December, 1842, the provisions charged for "appear to have been paid, with the exception of \$125 received from D. Lowrey; the boats, amounting to \$800, were paid to William T. Eustis on the 28th of December, 1842; the charge for propelling from October to November, 1839, does not appear to have been paid by Major Pitcher, superintendent, out of the \$12,101 60 disbursed by him on account of removal and subsistence of Stockbridge and Munsee Indians."

July 3, 1852, T. H. Ford was informed by the Indian department that, after an examination of the facts connected with the memoranda and accounts previously enclosed by him to said department, it was evident that all the items embraced therein, excepting those referring to J. W. Newcomb's claim for his services as conductor of the emigrating party, and to the individuals of the tribe who assisted in propelling the boats, *had long since been paid* by the government; and, as the items excepted had received the sanction of the Indian department, and their payment delayed through the inadvertency of the agent, the Commissioner estimated for an appropriation sufficient to satisfy the items excepted. On the 3d of March, 1853, (see Statutes at Large, vol. 10, page 235,) the sum of \$702 was reappropriated for payment of claims above referred to, and the payments made out of said reappropriation. That portion due for propelling boats in 1839 was paid, agreeable to a list filed in the Indian department by Mr. T. H. Ford, June 17, 1852; said list was taken as the basis of said payments; this list contained twenty names, and was a "roll, or time-table kept by J. W. Newman, acting conductor of said emigration party, and bears date of November 11, 1839."

On an examination of the roll or time-table kept by Newcome, conductor, &c., as originally kept by him, the names of the present claimants, or any of them do not appear on said roll or time-table kept by him, as conductor of the said nation of Munsee Indians, in their emigration from Wisconsin to Kansas, in the year 1839. And as all persons named by said conductor have been heretofore paid, it becomes patent that the eighteen claimants who aver that they have not been paid were not included in the list or time-table kept by the conductor of the emigrating party, and not recognized by him as doing service in the campaign, or as being under the employment of the government; and there being no evidence before the proper department that they performed the services alledged, your committee are of the opinion that they have no just claim against the government of the United States.

After a full consideration of the whole case and collection of all

the facts of record in reference to their said claims, all and singular, your committee are led to the unanimous opinion and conclusion that the above claimants have no just claim on the government, under the 6th article of the treaty of September 3, 1839, as set forth in their petition under consideration; neither have they any claim in equity, as your committee believe, and therefore report adverse to their said claim.

REPORT.

The Committee on Military Claims, to whom was referred the memorial of John J. Jones and Wm. H. Smith, praying payment of money claimed as due, reported:

That they had had the same under consideration, and had that the said Jones, Smith & Co., were contractors in the military service of the army of the United States for the transportation of heavy baggage from Fort Leavenworth, on the Missouri river, to Fort Scott, Mo., from the year 1861.

That having been provided with contracts and the general ability of the same, they submitted vouchers thereon to the proper authorities for their payment.

That in 1864 an act was passed, which authorized the issue of \$50,000 in warrants on the said claims.

It is not claimed that there was a default under the bill by which the amount authorized by that act was paid to the said Jones & Co., and that the amount due by the government, was paid to the said Jones & Co.

The only evidence produced by the committee in support of their memorial is a printed copy of the report of the bill of the Committee on Military Claims of the House of Representatives of the 37th Congress.

The committee of the House reported that the amount authorized by the act of 1864 was paid to the said Jones & Co., and that the amount due by the government, was paid to the said Jones & Co.

It is not claimed that the amount of a default under the bill was paid to the said Jones & Co., and that the amount due by the government, was paid to the said Jones & Co.

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