

4-29-1874

Report : Petition of J. Leflore and J. Harris

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Recommended Citation

S. Rep. No. 314, 43d Cong., 1st Sess. (1874)

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IN THE SENATE OF THE UNITED STATES.

APRIL 29, 1874.—Ordered to be printed.

Mr. MITCHELL submitted the following

R E P O R T :

The Committee on Claims, to whom was referred the petition of John D. Leflore and James C. Harris, executors of the last will and testament of Greenwood Leflore, deceased, having had the same under consideration, beg leave to submit the following report :

The petition alleges that one Greenwood Leflore was for many years principal chief of the Choctaw Nation, and in that capacity signed and was mainly instrumental in bringing into existence the treaty of Dancing Rabbit Creek of September 27, 1830, by which the Choctaws ceded to the United States all their lands east of the Mississippi River ; that said Leflore incurred the displeasure of his nation by the leading and active part he took in bringing about this treaty, and that in consequence thereof he (Leflore) did not remove with the nation west of the Mississippi River, but continued to reside until his death, which occurred in August, 1865, on a reserve of land set apart to him by the terms of said treaty in Carroll County, State of Mississippi.

That by this treaty certain guarantees were given to such of the nation as might choose to remain east of the Mississippi, and that in consideration of the valuable services of the said Greenwood Leflore four sections of land were reserved and set apart to him, on which, as stated, he continued to reside until his death.

It is further urged in the petition that said Greenwood Leflore never forfeited his right to the protection of the United States, but, on the contrary, he was openly and notoriously opposed to secession and to the rebellion throughout its progress ; that his acts of loyalty to the Government of the United States jeopardized his life, which, it is alleged, was frequently threatened by the rebels, and but for his physical infirmity, caused by paralysis, he would have been murdered ; that when a party of rebels fired his house and dragged him out to hang him, he defied them, and calling for a United States flag, which he then had in his house, he declared his intention to die then and there under its folds ; that this fact became notorious in his neighborhood and is embodied in an obituary notice, a copy of which is filed as an exhibit in this case. This notice, it is alleged, was written at the time by one who knew him well, and who was an officer in the confederate army. It is published in the Weekly Carroll Conservative, of date September 16, 1865, then published at Carrollton, Miss. A copy of the said issue of such paper, containing the same, is filed with the petition. This obituary notice is in the following words :

Death of Col. Greenwood Leflore.

Col. Greenwood Leflore departed this life on the 31st of August last. His death did not shock his friends; it had been looked for for months past; and yet, when it was announced, his loss was deeply and sincerely felt. He may be said to have been the oldest resident of the county. He was, in one sense, "the last of the Choctaws." He claimed his lineage from the Choctaw Indians, although not of the full blood. He was ever proud of his descent from that tribe, whose boast it was that they had never fought against the white man, but always for him. He remembered, with pride, how Push-ma-ta-ha had illustrated the heroism, courage, and fidelity of his race.

Colonel Leflore was the last chief of the Choctaws, and by his influence, mainly, the fairest portion of the State of Mississippi was ceded by the treaty of Dancing Rabbit Creek to the United States—thus redeeming the hunting-ground of the Indian from its profitless uses and giving it up to the culture of civilization.

He remained in this State, while his tribe took up their melancholy march to the lands west of the Mississippi. His sound judgment and excellent good sense dictated his policy. The red man and the white were waging an unequal contest; the Indian, the long-tried friend of the white man, would necessarily be destroyed. He was instrumental in removing him to another home, where, unmolested, he might live out his appointed days. Important advantages were secured to the Indians by this treaty.

Colonel Leflore was enabled, by his strong, sound sense and industry, to acquire a colossal fortune for this country. Before the late unfortunate war he counted his slaves by hundreds, his broad acres by thousands, and if he did not have "cattle on a thousand hills," they swarmed in the valley of the Yazoo.

He was honored by the people of Carroll County with a seat in the senate of the State, and his counsels were always listened to with respect, when he gave them, upon the political questions of the day.

The most interesting and marked feature in his whole career, public or private, was his course during the recent troubles in which the country was involved. Ever conservative in his opinions, he was a whig in politics, and almost of necessity a Union man, from the inception of the attempt to dissolve the Union. Hence he opposed disunion and secession in 1850-1851, and was one of the few men who resisted the tide in 1860 that swept with its current almost every one else. No, he would not move and could not be moved. His sympathies were all with the South—all with the interest of the slaveholders, being one of the largest in the State, but he would not carry the flag of the Confederate States, nor keep "step with the music of disunion." He was traduced, abused, a mob fired his house and dragged him, unable to use his limbs from paralysis, one night from his bed to hang him—he defied them, called for the United States flag, and declared his readiness to die, then and there, beneath its folds. He always declared that the South could not maintain itself in this war, "she was too weak, the United States was too strong." He lived to see his judgment verified by results. He was wiser than those who differed from him, or bolder than they, if they did not differ from him.

Colonel Leflore was a man of the highest order of intellect. His mind grasped readily principles that are involved in the affairs of peoples and nations. His great, good sense, his pre-eminent practical sense, struck all who came in contact with him. He was imperious in his will, but kind and generous in his intercourse with his fellows, and stern and inflexible in his purposes. Brave as a chief, for chief he was. His integrity was never questioned during his long and honored life. Peace be to his ashes. The wild poetry that is found in the breasts of the remnant of his race will detect in every breeze that passes over the forests which adorn the land he loved so well a sweet-sounding requiem over the remains of the honored dead.

He died on the 31st of August, 1865, aged 65 years. * *

It is further stated in the petition that, at his own request, made shortly before his death, the four grandchildren of Greenwood Leflore placed the United States flag over his body, in the coffin, and it was buried with him. It is also averred that he contributed voluntarily and largely to the success of the arms of the United States; that in February, 1864, when the United States Army, or a part of it, came into the neighborhood of his plantation, he voluntarily turned over to the officer in command (Colonel Osband) twenty-four of his negro men, and had them regularly enlisted in the Army of the United States, and mustered into service in the First Regiment of Mississippi Cavalry of African descent; that the officer in command then offered to pay him the bounty of \$300 each, amounting to \$7,200, for the enlistment of the negroes, but he refused to receive it, alleging that the rebels would take

it from him, and that he would get it afterward from the Government; that the officer gave him a certificate of the enlistment of the negroes, and a duplicate original of which, dated March 15, 1864, is filed in this case. At the same time, it is alleged, Greenwood Leflore turned over for the use of the United States Army twenty-four mules and three horses, all alleged to be of the value of \$4,725.

It is further stated in the petition as a basis for a claim against the Government that said Greenwood Leflore had on his plantation on the 15th day of February, 1864, 830 bales of cotton of the then value of \$186,750, a gin-house, and two stands, of the value of \$6,000; and that on that day the rebels, under Col. Aaron Forrest, burned up the said cotton, gin-house, and stands; and that this was the only property burned in the neighborhood except the property of his son, J. D. Leflore, and that of his daughter, Rebecca C. Harris; and it is averred that the sole reason why this property was so destroyed was the active Unionism of said Leflore and his family.

It is further stated in the petition that said Greenwood Leflore was the owner of 156 slaves of the average value of \$800 each, amounting in all to \$126,800, who were emancipated by the proclamation of the President of the United States, of date January 1, 1863.

Also, that the rebels took and impressed from said Leflore 160 head of cattle, worth \$6,400; 31 head of hogs, worth \$620; and 10 mules, worth \$1,500; that the total losses of Greenwood Leflore, as stated in the petition, and for which his executors now claim compensation, amount to the sum of \$339,495, and are made up of the following items:

Bounty on 25 negroes enlisted in United States Army.....	\$7,500
24 mules and 3 horses furnished United States Army.....	4,725
830 bales of cotton burned by the rebels.....	186,750
Gin-house and 2 stands burned by the rebels.....	6,000
160 head cattle taken by the confederates.....	6,400
31 head of hogs taken by the confederates.....	620
10 mules taken by confederates.....	1,500
156 slaves emancipated by President Lincoln's proclamation.....	126,800
Total, as above.....	339,495

Further claims are made in the petition on account of losses sustained severally by the petitioners, John D. Leflore and James C. Harris and his wife, Rebecca C. Harris, who is a daughter of Greenwood Leflore, deceased.

It is averred that the said John D. Leflore, who is a son of Greenwood Leflore, suffered severely in his individual right, in person and property; that on the 15th day of February, 1864, the same rebel troops that burned the cotton of Greenwood Leflore took petitioner, John D. Leflore, a prisoner, and held him as such three weeks; that they also burned his gin-house and stand, of the value of \$4,000; 400 bales of cotton, worth \$90,000; also took one horse and two mules of the value of \$600; he also claims bounty on two negroes alleged to have been furnished to the United States Army, \$600; and for 127 slaves, worth \$800 each, liberated by the emancipation proclamation, \$101,600; making a total of John D. Leflore's losses of \$196,800.

The petition further avers that the petitioner James C. Harris is the husband of Rebecca C. Harris, who was the only daughter of said Greenwood Leflore; and that the following-described property was nearly all given to his said wife, Rebecca C., by her father; and the same was burned by the rebels, under the command of Col. Aaron Forrest, about the 15th day of February, 1864, for the reason, as it is alleged, that the

petitioner James C. Harris and his said wife were Union people, openly and avowedly, to wit:

1 gin-house and stand, worth	\$4, 000
170 bales of cotton, worth	38, 250
A dwelling-house and smoke-house, worth	8, 500
Also, that the rebels took from him and carried away—	
1 mare and 14 mules, worth	2, 250
2 wagons and 5 yoke of cattle, worth	700
34 head of cattle, worth \$40 each	1, 360
Also, bounty on 14 negroes alleged to have been put into the United States Army	4, 200
101 slaves emancipated by the proclamation of the President of date January 1, 1863	80, 800
Total losses of James C. Harris	141, 060

In a summary contained in the petition it is claimed that the losses of Greenwood Leflore and his family were as follows:

Greenwood Leflore	\$339, 245
John D. Leflore	196, 800
Mrs. Rebecca C. Harris	141, 060
Total	677, 105

In addition to this the statement is made in the petition that said Greenwood Leflore was in his life-time the owner of 10,000 acres of land, then of the value of \$400,000; and that the same, now owned by his said children, is entirely unsalable; also, that the petitioners, John D. Leflore and James C. Harris, are, as executors of Greenwood Leflore, indebted in the sum of \$60,000, a part of which is in judgment in the United States court in the State of Mississippi; that said land is subject to the lien of such judgment, and liable to be sold at any time.

It will be observed that the whole of the losses for which compensation is prayed by petitioners fall under the four following classes:

1. Mules and horses furnished the United States Army.
2. Property destroyed and taken by the rebels.
3. Slaves liberated by the emancipation proclamation.
4. Bounty for negroes alleged to have been furnished by petitioners to the United States Army, and who enlisted therein.

In reference to the first claim, namely, for mules and horses furnished the United States Army, it is only necessary to say that it appears, from the papers in the case, that for this petitioners have already received their pay.

Before proceeding to the consideration of the legal questions involved in the remaining three classes and claims, it may be well to state that your committee find, as a matter of fact, that the property alleged to have been burned and taken by the rebels was really so burned and taken. Also, that the petitioners were the owners of the number of slaves as stated, who were freed by the emancipation proclamation. Your committee, however, are not satisfied from the evidence that the values as stated in petition are correctly stated, but believe them all to be much too high.

In so far as the 2d and 3d items of claims are concerned, namely, for property burned and property taken by the rebels, and slaves emancipated by the President's proclamation, your committee might dismiss the case with its mere statement, and ask to be relieved from its further consideration, were it not for the fact that the petitioners base their claim to compensation, and urge it with much zeal and apparent candor, on peculiar and novel grounds. They rest their claim to compensation *not* upon the mere fact of their loyalty, but upon the stipula-

tions contained in the treaty between the United States and the Choctaw Nation, made at Dancing Rabbit Creek on the 27th of September, 1830, and ratified by the United States Senate February 24, 1831, and confirmed as it is claimed by a subsequent treaty made between the same parties on the 28th day of April, 1866.

This claim, then, necessarily involves an examination of these treaties, and a determination of the rights secured under and the obligations imposed by them.

The treaty of Dancing Rabbit Creek, of September 30, 1830, was one of perpetual friendship, cession, and limits, entered into by John H. Eaton, and John Coffee for and on behalf of the Government of the United States, and the mingoes, chiefs, captains, and warriors of the Choctaw Nation.

Its purposes are very clearly indicated in its preamble, which declares that—

Whereas the general assembly of the State of Mississippi has extended the laws of said State to persons and property within the Choctaw limits of the same, and the President of the United States has said that he cannot protect the Choctaw people from the operation of these laws: Now, therefore, that the Choctaws may live under their own laws in peace with the United States and the State of Mississippi, they have determined to sell their lands east of the Mississippi, and have accordingly agreed to the following articles of treaty.

By the first article of this treaty perpetual peace and friendship are pledged and agreed upon by and between the United States and the mingoes, chiefs, and warriors of the Choctaw Nation of red men.

By the second article the United States ceded to the Choctaw Nation a large tract of country west of the Mississippi River in fee-simple. The cession is to them and their descendants, to inure to them while they shall exist as a nation and live on it; its boundaries were as follows:

Beginning near Fort Smith, where the Arkansas boundary crosses the Arkansas River; running thence to the source of the Canadian Fork, if in the limits of the United States, or to those limits; thence due south to Red River, and down Red River to the west boundary of the Territory of Arkansas; thence north along that line to the place of beginning.

In article third, in consideration of the provisions contained in the several articles of the treaty, the Choctaw Nation ceded to the United States the entire country then owned and possessed by them lying east of the Mississippi, and agreed to remove beyond the Mississippi River at an early day; the one half were to go during the falls of 1831 and 1832, the residue during the succeeding fall of 1833.

The lands lying east of the Mississippi to which the Choctaws relinquished their claim by virtue of this article included nearly seven million acres.

A portion of article 5, and all of articles 7 and 14, contain the specific provisions under and by virtue of which petitioners claim that the Government of the United States is liable to make compensation for all losses sustained by Greenwood Leflore as chief of the Choctaws and his children during the war of the rebellion, whether such losses occurred through the appropriation or destruction of their property by the rebels, by the appropriation or destruction of such property by the Federal forces, or by the emancipation of their slaves through the operation of the President's proclamation. The heroic character of the claim, presented as it is with every evidence of careful preparation, and urged upon the attention of your committee as it has been, with a zeal that cannot be attributed to any other than honest intention and abid-

ing faith in the correctness of the positions assumed, bespeaks for it careful examination and thorough consideration.

That portion of article 5 bearing upon this subject reads as follows :

The United States are obliged to protect the Choctaws from domestic strife, and from foreign enemies, *on the same principles that the citizens of the United States are protected, so that whatever would be a legal demand upon the United States for defense or for wrongs committed by an enemy on a citizen of the United States shall be equally binding in favor of the Choctaws.*

Article 7 reads as follows :

All acts of violence committed upon persons and property of the people of the Choctaw Nation either by citizens of the United States or neighboring tribes of red people, shall be referred to some authorized agent, by him to be referred to the President of the United States, who shall examine into such cases and see that every possible degree of justice is done to said Indian party of the Choctaw Nation.

Article 14 provides as follows :

Each Choctaw head of a family being desirous to remain and become a citizen of the States, shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty; and he or she shall thereupon be entitled to a reservation of one section of six hundred and forty acres of land, to be bounded by sectional lines of survey, in like manner shall be entitled to one-half that quantity for each unmarried child which is living with him over ten years of age, and a quarter-section to such child as may be under ten years of age, to adjoin the location of the parent. If they reside upon said lands, intending to become citizens of the States, for five years after the ratification of this treaty, in that case a grant in fee-simple shall issue. Said reservation shall include the present improvement of the head of the family, or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity.

The latter clause of article 18 concludes in these words :

And further it is agreed that in the construction of this treaty whenever well-founded doubt shall arise, it shall be construed most favorably toward the Choctaws.

Your committee find as a fact that Greenwood Leflore was one of the head chiefs of the Choctaw Nation, and as such participated in making this treaty, and as such signed it. Also that he elected to remain in Mississippi; being the head of a family received his reservation of four full sections of land in pursuance of article 15 of the said treaty, which provides in these words :

To each of the chiefs in the Choctaw Nation, to wit: Greenwood Leflore, Nutaack-achie, and Musholatubbe, there is granted a reservation of four sections of land, two of which shall include and adjoin their present improvement and the other two located where they please; but on unoccupied lands such sections shall be bounded by section-lines, and with the consent of the residents they may sell the same; also to the three principal chiefs and to their successors in office there shall be paid two hundred and fifty dollars annually while they shall continue in their respective offices; &c.

It is insisted on the part of petitioners that Greenwood Leflore, head chief, reposing, as is claimed, on the faith of this treaty, elected to remain and did remain in the State of Mississippi, received his reservation, (which was, by the way, of itself a princely gift,) became one of the largest land-holders and wealthiest planters in that State, was found faithful among the faithless. From wealth exceeding one million dollars at the beginning of the war he found himself at its close stripped of everything save his land and his life; and that, therefore, in consideration of these facts, and in pursuance of the provisions of the treaty quoted, the Government of the United States should make full compensation to his executors and heirs; and in this connection petitioners pray that, if *their* construction of said treaty is in the judgment of Congress correct, that then a direct appropriation be made of such sum as

to Congress may seem just and proper; but if such construction of said treaty be doubted or denied, then they pray the passage of a joint resolution giving jurisdiction of the subject-matter to the Court of Claims.

A careful analysis of the various provisions of this treaty bearing upon this subject, leaves no room for doubt as to its construction. The fifth section provides :

That the United States are obliged to protect the Choctaws from domestic strife and from foreign enemies.

But how, and under what circumstances? If the clause ended here, it might with some degree of propriety be urged that the duty to protect was *absolute*, extending to every *possible* injury or loss that might result from the pettiest and least damaging, or the most extended, aggravated, and devastating domestic strife, or that might result from the invasion of a foreign enemy, against which the Government of the United States might be wholly powerless to afford protection. But we are not left to conjecture. The article proceeds with the further qualifying words :

On the same principles that the citizens of the United States are protected, so that whatever would be a legal demand upon the United States for defense, or for wrongs committed by an enemy on a citizen of the United States, shall be equally binding in favor of the Choctaws.

Protection is guaranteed it is true to the Choctaw chief and the Choctaw warrior, but it is just such protection, no greater, no less, than the Government of the United States throws around its own citizens. No government, however good, or great, or strong, can give absolute indemnity to its own citizens against loss or damage resulting from every conceivable wrong, though inflicted it may be by domestic or external violence.

The pirate may prey upon the wealth of the merchantman's vessels, and the banditti may despoil the possessions of the humble citizen, and yet in such cases the Government does not indemnify. War, whether waged by traitors to the Government, or by foreign foes, may consume with its tongue of fire, or bury beneath its burning plowshare the accumulations of a lifetime, and blot out forever the proudest anticipations of men, yet these are calamities against which the Government cannot indemnify, and losses for which it cannot compensate. And those whose misfortune it is to stand in the bloody track of war, must, like those who are overtaken by the storm or the pestilence, suffer, unaided by Government, unless as an act of pure charity, the dread calamities it entails. Where the Government deliberately appropriates the private property of a loyal citizen, in the absence of actual conflict, for public use, there the provision of the Constitution of the United States which provides that private property shall not be taken for public use without just compensation, attaches, and a citizen is entitled to indemnity; but when that property is taken or destroyed by a public enemy, or consumed in the fire and smoke of actual conflict, this provision of the Constitution cannot apply, and the loss, however severe, must rest where it falls. To hold, therefore, that the Government of the United States is liable under the provisions of this treaty to make compensation to Greenwood Leflore, or to his legal or personal representatives, for property destroyed by the rebels, or for slaves manumitted through the proclamation of emancipation, would be not only to do violence to language, but to ignore every principle of reason and of law that have from the earliest history of the civilized world regulated and controlled the actions of governments in their dealings with each other and with their own citizens.

Vattel, in speaking of damages resulting from the action of the government in actual conflict and of those occasioned by the enemy, lays down the rule briefly in these words:

They are misfortunes which chance deals out to the proprietors on whom they happen to fall. The sovereign, indeed, ought to show an equitable regard for the sufferers, if the situation of his affairs will admit it, but no action lies against the state for misfortunes of this nature, for losses which she has occasioned not willfully, but through necessity and by mere accident. The same may be said of damages caused by the enemy. All the subjects are exposed to such damages, and woe to him on whom they fall. The members of a society may well encounter such risks of property since they encounter a similar risk of life itself. Were the state strictly to indemnify all those whose property is injured in this manner, the public finances would soon be exhausted, and every individual in the state would be obliged to contribute his share in due proportion—a thing utterly impracticable. Besides, these indemnifications would be liable to a thousand abuses, and there would be no end of the particulars. It is, therefore, to be presumed that no such thing was ever intended by those who united to form a society.

The fourth section of article 4 of the Constitution of the United States provides among other things in reference to the several States in the Union, "That the United States shall protect each of them against invasion, and on application of the legislature, or of the Executive, (when the legislature cannot be convened,) against domestic violence."

It is evident the protection sought to be guaranteed in the 5th article of the Dancing Rabbit Creek treaty to the Choctaw Nation, was of a similar nature to that guaranteed to the several States in the section of the Constitution just quoted. The Constitution uses the terms "*invasion*" and "*domestic violence*," while the terms employed in the treaty are "*domestic strife*" and "*foreign enemies*." The words "*domestic violence*" and "*domestic strife*" are synonymous in their legal signification, while protection against "*invasion*" and protection "*from foreign enemies*," are much the same in character.

The object of this provision in the treaty, evidently, was to provide the same protection to the Choctaw Nation and its people, that the different States, and the citizens of the several States, and of the United States, are entitled to demand at the hands of the General Government.

But it is insisted that the 7th article imposes a peculiar and solemn obligation on the Government of the United States to make indemnity in the case at bar, and all others of a similar nature; but this clearly is not the case. This article must be construed in connection with article 5, and as referring solely to such acts of violence as are included in the description contained in that article, and against which article 5 was intended to provide a remedy; but were it otherwise, and should a fair construction of its language include other cases of violence to persons and property than those against which the citizen of the United States has a right to demand indemnity, which your committee cannot concede, even then it carries within its own provision its own antidote, it provides the remedy by its own terms, and prescribes the forms under which such remedy may be enforced. "*All such acts of violence*," says this article, "*committed on persons and property of the people of the Choctaw Nation * * * shall be referred to some authorized agent, by him to be referred to the President of the United States, who shall examine into such cases and see that every possible degree of justice is done to said Indian party of the Choctaw Nation.*"

But your committee are clearly of the opinion that it never could have been the intention of the Government, from the language used in this section, to impose on itself an obligation to indemnify against losses

sustained in a case such as that now under consideration; nor in fact in any case where the party, if a loyal citizen of the United States, would not be entitled to indemnity, as such, without regard to any rights growing out of treaty stipulations. Such a construction would imply a more tender solicitude on the part of the Government toward a nation and a people occupying the relation to our Government of a *quasi* foreign power and people, than it possesses for its own citizens; and if our Government cannot under the well-established rules of law compensate its own loyal citizens for property taken or destroyed by a public enemy, or consumed in the conflagration of battle, *a fortiori* may it be insisted that it should not compensate those who do not sustain that close relationship which citizenship creates, but with whom the Government has treated as with a foreign power.

In arriving at these conclusions we have not been unmindful of that clause in the treaty which provides that it shall in all cases of well-founded doubt be construed most favorably towards the Choctaws; we are glad to be able to say that our investigations have not been obstructed by anything approaching "well-founded doubt."

But it is claimed that the treaty of 28th April, 1866, between the United States and the Choctaws and Chickasaws, has some bearing on this case. It is insisted that the Government of the United States has since the close of the rebellion, in making the treaty just referred to, given to the treaty of Dancing Rabbit Creek the construction now contended for by petitioners. It is said that by the 50th article of the treaty of April 28, 1866, the Choctaw Nation was compelled to pay losses sustained by loyal citizens of the United States on account of the rebellion; but a brief reference to the provisions of this treaty will show how baseless and void of merit is this assumption.

Article 50 of this treaty provides as follows:

ARTICLE 50. Whereas Joseph G. Heald and Reuben Wright, of Massachusetts, were licensed traders in the Choctaw country at the commencement of the rebellion, and claim to have sustained large losses on account of said rebellion by the use of their property by said nation, and that large sums of money are due them for goods and property, taken or sold to the members of said nation, and money advanced to said nation; and whereas other loyal citizens of the United States may have just claims of the same character: It is hereby agreed and stipulated, that the President of the United States shall, within three months from the ratification of this treaty, appoint a commission to consist of one or more discreet persons to investigate said claims and fully examine the same; and such sum or sums of money as shall by the report of said commission, approved by the Secretary of the Interior, be found due to such persons, not exceeding ninety thousand dollars, shall be paid by the United States to the persons entitled thereto, out of any money belonging to said nation in possession of the United States: *Provided*, That no claim for goods or property of any kind shall be allowed or paid, in whole or in part, which shall have been used by said nation or any member thereof, in aid of the rebellion, with the consent of said claimants: *Provided, also*, That if the aggregate of said claims thus allowed and approved shall exceed said sum of ninety thousand dollars, then that sum shall be applied *pro rata* in payment of the claims so allowed.

The claim for which payment is provided in this article is manifestly not one for property taken or destroyed by the rebels, not by any means; on the contrary, it is for the use of the property of citizens of the United States by said Choctaw Nation during the rebellion, and for moneys due from such nation and its people to Joseph G. Heald and Reuben Wright, of the State of Massachusetts, and others, who were licensed traders in the Choctaw Nation at the commencement of the rebellion, for their goods and property taken by, or sold to, members of this Indian nation. Your committee are of the opinion that the treaty of 1866, so far from adding strength to the claim of petitioners,

weakens such claim. That treaty was made a year after the war had closed; it contains fifty-one articles, and was intended to provide for the settlement of all matters of difference then existing between the Government of the United States and the Choctaw Nation, and yet no reference is made in it to any claim such as that now presented. It is evident the Choctaw Nation never made any such claim while such treaty was being negotiated, or, if they did, that it was promptly rejected by our Government and its agents as untenable and unjust. This is manifest from the fact that various questions growing out of the rebellion were met and settled in the treaty of 1866. Among other things it was stipulated and agreed by an amendment to article 5 of such treaty as follows:

The people of the Choctaw and Chickasaw Nations stipulate and agree to deliver up to any duly-authorized agent of the United States all public property in their possession which belongs to the late so-called "Confederate States of America" or the United States, without any reservation whatsoever, particularly ordnance, ordnance-stores, and arms of all kinds.

It would seem from this that the Choctaw Nation had managed during the rebellion by some means to get possession of property belonging to both sides, and for the surrender of which the treaty of 1866 provided; and while your committee are fully satisfied as to the unswerving devotion of Greenwood Leflore to the Government of the United States, there is nothing in the case to show that the Choctaw Nation as a government was friendly or otherwise to our Government, during the struggle for the preservation of its life, but the fact that the Government during the existence of the rebellion declined to pay them their annuities to which they were entitled under the treaty of Dancing Rabbit Creek, of 1830, would seem to indicate that our Government did not, during that time, regard the Choctaws as being in full sympathy, as a nation, with the cause of the Union.

Your committee are, therefore, clearly of the opinion that petitioners have no right to compensation for any claim made by them by virtue of either, or both, of the treaties referred to.

This view of the case disposes of the principal portion of this claim, that is to say, the sum of \$660,330, which your committee could not allow, unless based upon the recognition of a duty on the part of the Government to compensate loyal men residing in a disloyal State for property consumed by the enemies of the Government in the actual conflict of war; or to compensate former slave-owners for alleged losses sustained through the emancipation proclamation. This cannot be conceded. In reference to the claim for the loss of slaves, it is scarcely necessary to say that it cannot be sustained on any principle of either law or morals. This Government has progressed too far into the broad sunlight of the principles of universal freedom to justify at this late day the national recognition of a system once existing in our land under local law, which recognized the right of property in man.

The only remaining question is as to the right of petitioners to recover some \$12,300, claimed as bounty on negroes alleged to have been furnished by them, severally, and by Greenwood Leflore to the United States Army and enlisted therein. It is difficult to determine on what principle this claim is made; if it is on the ground that these negroes were the slaves of these claimants, it is a sufficient answer to say that these enlistments took place on the 13th of March, 1864, over fourteen months after the date that African slavery in America had, by both the

moral sentiment of the country and the force of the President's proclamation, which under the circumstances must be accorded all the force of law, ceased to exist. If any bounty, therefore, is due from the Government on account of these enlistments, it is due the negroes who enlisted in the Union Army and aided in fighting its battles. Your committee are, therefore, on a consideration of the whole case, of the opinion that every portion of petitioners' claim should be disallowed. Nor is there anything in the case, in the judgment of your committee, to justify its reference to the Court of Claims; and they therefore report back the petition, and ask to be discharged from its further consideration.

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