

3-6-1876

On the Relief of C. Hedges

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IN THE SENATE OF THE UNITED STATES.

MARCH 6, 1876.—Ordered to be printed.

Mr. COCKRELL submitted the following

REPORT:

[To accompany bill S. 294.]

The Committee on Claims, to whom was referred the bill (S. 294) for the relief of Charles E. Hedges, have considered the same, and submit the following report:

This bill directs the Secretary of the Treasury to pay to Charles E. Hedges \$11,399, in full payment for supplies furnished by him to the Yankton Indians, at the request of the United States Indian agent, to prevent starvation among said Indians during the winter of the years 1866 and 1867, as found by the Interior Department and reported to Congress on the 17th day of January, 1871.

Your committee found with the bill a printed document, Ex. Doc. No. 66, House of Representatives, Forty-first Congress, third session, and on February 15, 1876, transmitted same, with the bill, to the Secretary of the Interior for examination, report, &c., and in reply received his letter, as follows:

DEPARTMENT OF THE INTERIOR,
Washington, February 21, 1876.

SIR: I have the honor to acknowledge the receipt of your letter of the 15th instant, and inclosures, in relation to the claim of Charles E. Hedges.

In reply, I have the honor to transmit herewith copy of report, dated the 19th instant, from the Commissioner of Indian Affairs, to whom your letter was referred, which contains, it is believed, the information desired by you.

The papers accompanying your letter are herewith respectfully returned.

Very respectfully, your obedient servant,

Z. CHANDLER,
Secretary.

Hon. F. M. COCKRELL,
United States Senate.

And also received the letter of the Commissioner of Indian Affairs therein referred to, as follows:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., February 19, 1876.

SIR: I have the honor to acknowledge the receipt, by reference from the Department, of a communication from Hon. F. M. Cockrell, United States Senate, on behalf of Committee on Claims, dated the 15th instant, inclosing Senate bill 294, Forty-fourth Congress, first session, and copy of House of Representatives Ex. Doc. No. 66, Forty-first Congress, third session, being for the relief of Charles E. Hedges, for supplies furnished the Yankton Sioux Indians during November and December, 1866, and January, February, March, April, and May, 1867, amounting to \$11,399.

The matter having been referred for report, I have to state, in reply to the questions of Senator Cockrell, as follows:

1st. This Office has no reason to doubt the justness or correctness of the claim of Mr. Hedges as shown by printed document No. 66, which embraces all the evidence known to the Department regarding said claim.

2d. The only funds on the books of this Office, applicable to the part payment of above claim, is the sum of \$2,031.62, of the treaty with the Yankton Indians, appropriated prior to July 1, 1873; and,

3d. These Indians have a treaty with the United States, which was concluded April 19, 1858; ratified by the Senate February 16, 1859, and proclaimed on the 26th of February following. By the second section of article 4, (see pages 857 and 858 of Revision of Indian Treaties,) the Government is now making an appropriation of \$40,000 annually, the eighth of ten installments, second series, being embraced in the estimate of this Office for the fiscal year ending June 30, 1877, now before Congress for its consideration.

In connection with the above, I desire to say that any attempt to provide for the payment of this claim from the funds annually appropriated for these Indians, would very seriously embarrass this Office and cause suffering at the agency in question, the amount of \$40,000 being barely sufficient to provide subsistence and pay for services rendered at the Yankton agency during the term of one year.

The papers referred by you, under date of the 16th instant, are herewith returned.

Very respectfully, your obedient servant,

J. Q. SMITH,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

The Executive Document No. 66, sent to the Secretary of the Interior and referred to in said letters, is as follows:

Letter from the Secretary of the Interior, in relation to the claim of C. E. Hedges for supplies furnished Yankton Sioux Indians.

JANUARY 23, 1871.—Referred to the Committee on Claims and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., January 17, 1871.

SIR: I transmit herewith, for the consideration of Congress, a copy of a report of the Commissioner of Indian Affairs, dated the 10th instant, together with the papers connected with the claim of C. E. Hedges, of Sioux City, Iowa, amounting to \$11,329, for supplies furnished the Yankton Sioux Indians during November and December, 1866, and January, February, March, April, and May, 1867, to prevent suffering and absolute starvation of said Indians.

There being no funds at the disposal of the Department applicable to the payment of this claim, the attention of Congress is respectfully invited to the subject, with a view to the necessary appropriation for the payment of said claim.

Very respectfully, your obedient servant,

C. DELANO,
Secretary.

HON. JAS. G. BLAINE,
Speaker of the House of Representatives.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 10, 1871.

SIR: I have the honor to inclose herewith two copies of a claim, amounting to \$11,329, of C. E. Hedges, of Sioux City, Iowa, for supplies furnished the Yankton Sioux Indians during November and December, 1866, and January, February, March, April, and May, 1867, at the urgent request of the Indians, to prevent suffering and absolute starvation, and upon the promise of the agent, P. H. Conger, that he would use his influence to obtain payment of the claim by the Department.

The claimant submits, in support of the claim, the affidavit of A. C. Guyon, to the effect that a large lot of flour, bacon, sugar, and coffee were furnished said Indians, and that it was their wish that the trader, Mr. Hedges, should be paid for the provisions furnished. C. F. Picotte testifies also that the Indians in conversation frequently told him that if it had not been for the kindness of their trader, Charles E. Hedges, they would have suffered severely from starvation, and that the said Hedges did, from time to time, make large issues to them by order or request of the acting agent, Hiram Conger, and that it was their wish that he should be paid for the provisions furnished at the time. F. B. Chardon also testifies that the claimant did furnish, upon the order

or request of the agent, and during his absence, on the order or request of the acting agent, Hiram Conger, provisions as charged in the bill; and that he acted both as clerk and interpreter, and knows that the Indians received the goods as billed to them. Louis Mallett makes affidavit that he is married to an Indian woman, and speaks the same language, and knows that had it not been for the provisions issued by the claimant, the Indians would have suffered from starvation.

The governor and ex-officio superintendent of Indian affairs, A. J. Faulk, in reporting upon this claim, refers to the destitute condition of said Indians, and that he had the most reliable information from the interpreter, agent, and the Indians themselves, that almost their only dependence was upon the credit obtained from Mr. Hedges, through the intercession of their resident agent, Mr. Conger, and that the Indians in council gave unmistakable evidence that in their opinion they owed even their lives to the assistance thus liberally extended, and recommends the payment of the claim.

From the papers presented in this case, I am satisfied that the articles named in the account were actually furnished, and that Mr. Hedges has a just claim for the amount thereof and should be paid.

There are no funds at the disposal of this Bureau that can be used to pay this claim, and I therefore respectfully recommend that the papers in the case be submitted to Congress, with the view of having the necessary appropriation made for that purpose.

Very respectfully, your obedient servant,

E. S. PARKER,
Commissioner.

Hon. COLUMBUS DELANO,
Secretary of the Interior.

Yankton Sioux Indians in account with Charles E. Hedges, Dr.

November	1, 1866.	For 60 sacks of flour, at \$6 per sack.....	\$360 00
		For 622½ pounds bacon, at 22 cents.....	136 95
		For 80 pounds coffee, at 28 cents.....	22 40
		For 100 pounds sugar, at 16 cents.....	16 00
November	20, 1866.	For 155 sacks flour, at \$6.....	930 00
		For 722 pounds bacon, at 22 cents.....	158 85
		For 80 pounds coffee, at 28 cents.....	22 40
		For 115 pounds sugar, at 16 cents.....	18 40
December	3, 1866.	For 118 sacks flour, at \$6.....	708 00
		For 80 pounds coffee, at 28 cents.....	22 40
		For 110 pounds sugar, at 16 cents.....	17 60
		For 50 pounds tobacco, at 60 cents.....	30 00
		For 750 pounds bacon, at 22 cents.....	165 00
December	25, 1866.	For 80 sacks flour, at \$6.....	480 00
		For 60 pounds coffee, at 28 cents.....	16 80
		For 100 pounds sugar, at 16 cents.....	16 00
		For 500 pounds bacon, at 22 cents.....	110 00
January	8, 1867.	For 110 sacks flour, at \$6.....	660 00
		For 90 pounds coffee, at 28 cents.....	25 20
		For 120 pounds sugar, at 16 cents.....	19 20
		For 700 pounds bacon, at 22 cents.....	154 00
January	15, 1867.	For 110 sacks flour, at \$6.....	660 00
		For 70 pounds coffee, at 28 cents.....	19 60
		For 120 pounds sugar, at 16 cents.....	19 20
		For 620 pounds bacon, at 22 cents.....	136 40
January	23, 1867.	For 150 sacks flour, at \$6.....	900 00
		For 800 pounds bacon, at 22 cents.....	176 00
		For 80 pounds coffee, at 28 cents.....	22 40
		For 125 pounds sugar, at 16 cents.....	20 00
February	3, 1867.	For 120 sacks flour, at \$6.....	900 00
		For 800 pounds becon, at 22 cents.....	176 00
February	17, 1867.	For 125 sacks flour, at \$6.....	750 00
		For 600 pounds bacon, at 22 cents.....	132 00
		For 50 pounds coffee, at 28 cents.....	14 00
		For 100 pounds sugar, at 16 cents.....	16 00
February	28, 1867.	For 100 sacks flour, at \$6.....	600 00
		For 500 pounds bacon, at 22 cents.....	110 00
		For 400 pounds coffee, at 28 cents.....	11 20
		For 80 pounds sugar, at 16 cents.....	12 80
March	13, 1867.	For 100 sacks flour, at \$6.....	600 00
		For 600 pounds bacon, at 22 cents.....	132 00

March	30, 1867.	For 50 sacks flour, at \$6.....	\$300 00
		For 400 pounds bacon, at 22 cents.....	88 00
		For 25 pounds coffee, at 28 cents.....	7 00
		For 50 pounds sugar, at 16 cents.....	8 00
April	11, 1867.	For 75 sacks flour, at \$6.....	450 00
		For 500 pounds bacon, at 22 cents.....	110 00
April	30, 1867.	For 80 sacks flour, at \$6.....	480 00
		For 550 pounds bacon, at 22 cents.....	121 00
		For 60 pounds coffee, at 28 cents.....	16 80
		For 100 pounds sugar, at 16 cents.....	16 00
May	10, 1867.	For 30 sacks flour, at \$6.....	180 00
		For 201 pounds bacon, at 22 cents.....	44 20
		For 40 pounds coffee, at 28 cents.....	11 20
Total			11,329 00

I do solemnly swear that the foregoing account is just and correct, and that I have never received any payment, either directly or indirectly, for the same.

CHAS. E. HEDGES.

Subscribed and sworn to before me and in my presence, by Charles E. Hedges, on this 1st day of April, A. D. 1870.

[SEAL.]

JOHN CURRIER,

Notary Public in and for Woodbury County, Iowa.

I certify on honor that the foregoing account is correct and just, and that the said supplies and goods were actually furnished to the Yankton Indians by Mr. Hedges, under the emergent necessity of the Indians at the time, to prevent suffering and absolute starvation; and that the same was furnished at my request and upon my promise that I would use my influence with the Department to obtain the pay for him as soon as possible, as I had not at the time, nor have not since had in my hands, the necessary funds belonging to the Indians to pay the same; and I further certify that the prices charged for the said supplies were reasonable.

P. H. CONGER,

Late United States Yankton Agent.

Personally appeared before me Alexander C. Guyon, a resident of the Yankton agency, Dakota Territory, and interpreter for the Yankton Sioux Indians, who, being duly sworn, deposes and says: That on the 5th day of February, 1867, I left the Yankton agency for Washington, in company with the Yankton agent and a delegation of the chiefs and headmen of the Yankton Sioux Indians, to act as interpreter; that we were absent from the agency over three months; that before leaving the agency we had no provisions on hand for subsisting the Indians; that the agent told me he had no provisions, and that he had no money to purchase any with; that he called on the trader, Mr. Charles E. Hedges, for provisions, and that on or about the 23d of January the said Hedges furnished a large lot of flour, bacon, sugar, and coffee; and that since my return to the agency the Indians have frequently told me that had it not been for the issues of provisions by Hedges, under the order or request of Acting Agent Hiram Conger, they would have suffered from starvation, who issued several times to them in large quantities; and that after my return, on April 11 and 30, and May 10, and July 11th, provisions were issued, as enumerated in the annexed bill; and the Indians further state that it is their wish that the late trader (said Hedges) be paid for all the provisions furnished.

A. C. GUYON.

YANKTON AGENCY, TERRITORY OF DAKOTA,

February 3, 1870.

Subscribed and sworn to before me, judge of probate in and for Charles Mix County, Dakota Territory.

B. E. WOOD.

Personally appeared before me Charles F. Picotte, a resident of Yankton agency, Dakota Territory, who, being duly sworn, deposes and says: That on the 5th day of February, 1867, I left the Yankton agency, in company with the Yankton agent and a delegation of the chiefs and headmen of the Yankton Sioux Indians, for the city of Washington; that we were absent from the agency about three months; that at the time of leaving the agency there were no provisions whatever on hand at the agency

for subsisting the Indians; that since my return the Indians have in conversation frequently told me that if it had not been for the kindness of their trader, Charles E. Hedges, they would have suffered seriously from starvation; and that the said Hedges did from time to time make large issues of provisions to them, by order or request of the acting agent, Hiram Conger, and that it is their wish that their late trader, Charles E. Hedges, be paid for the provisions furnished at that time.

C. F. PICOTTE.

YANKTON AGENCY, TERRITORY OF DAKOTA, *

February 3, 1870.

Subscribed and sworn to before me, judge of probate in and for Charles Mix County, Dakota Territory.

B. E. WOOD.

Personally appeared before me F. B. Chardon, a resident of the Yankton agency, Territory of Dakota, who, being duly sworn, deposes and says: That during the winter of 1866 and 1867 he acted in the capacity of clerk in the store of Charles E. Hedges, trader at the Yankton agency; that I personally know of my own knowledge that there were no provisions of any kind in the hands of the agent for subsisting the Indians, and that Charles E. Hedges, trader, furnished upon the order or request of the agent, P. H. Conger, when here, and during his absence of three months, upon the order or request of his brother, Hiram Conger, provisions as charged upon the annexed bill; that I acted frequently both as clerk and interpreter, and know that the Indians received the goods as billed in the annexed bill; and that the Indians told me at the time of the issues, and have since told me, that they want the trader, C. E. Hedges, to be paid in full for all the provisions furnished.

F. B. CHARDON.

YANKTON AGENCY, TERRITORY OF DAKOTA,

February 3, 1870.

Subscribed and sworn to before me, judge of probate in and for Charles Mix County Territory of Dakota.

B. E. WOOD.

Personally appeared before me Louis Mallett, a resident of the Yankton agency, Territory of Dakota, who, being duly sworn, deposes and says:

That during the winter of 1866 and 1867 I was engaged in the capacity of laborer at the Yankton agency, Dakota Territory; that during that winter the agent of the Indians, in company with the chiefs and headmen of the Yankton Sioux, also the interpreter, visited Washington, and were absent over three months; that both before they departed, during their absence, and after their return, there were no provisions in the hands of the agent to feed the Indians. I also know that I was frequently called upon to assist in the delivery of provisions from Hedges's store to the Indians; that I am married to an Indian woman, and speak the Sioux language, and know that, had it not been for the provisions issued by Hedges, the Indians would have suffered from starvation; and that I frequently assisted F. B. Chardon to deliver the goods and interpret for the Indians and trader; and the Indians particularly desire the payment of the same to Hedges for the provisions furnished.

his
LOUIS + MALLET.
mark.

Witness:

C. E. HEDGES.

YANKTON AGENCY, TERRITORY OF DAKOTA,

February 3, 1870.

Subscribed and sworn before me, judge of probate in and for Charles Mix County, Territory of Dakota.

B. E. WOOD.

TERRITORY OF DAKOTA, County of Bonhomme, ss:

I hereby certify that Bligh E. Wood is judge of probate in and for the county of Charles Mix, Territory of Dakota, duly elected and qualified according to law.

Witness my hand and official seal at Bonhomme this 8th day of February, A. D. 1870.

[SEAL.]

BENTON FRALEY,

Clerk U. S. District Court, 3d Judicial District, Dakota Territory.

YANKTON, DAKOTA TERRITORY,

May 5, 1870.

SIR: I have been requested by Charles E. Hedges, late trader at the Yankton Sioux Indian agency, to examine the annexed account, extending from November, 1866, to

May, 1867, and amounting to the sum of \$11,329, and communicate to you by letter what facts came within my observation concerning the creation of this debt against the Yankton Indians, and my knowledge of their necessities at the time referred to.

I have the honor to inform you that it came within my official knowledge (as I think the reports from the said agency, on file in your Office, will show) that these Indians, during the period referred to, and for the two subsequent years, ending only with the abundant crops of 1869, were in a condition of extreme destitution and suffering; and further, that I had the most reliable information from the interpreter, the agent, and the Indians themselves, that almost their only dependence was upon the credit obtained from Mr. Hedges, through the intercession of their resident agent, Mr. Conger. In council the Indians gave unmistakable evidence that, in their opinion, they owed even their lives to the assistance thus liberally extended; and, so far as my recollection of prices will go, I do not find, on examination, that anything is overcharged, but that the prices named are as low as the markets and circumstances would justify.

Fully recommending the payment of the annexed claim, I have the honor to be, your most obedient servant,

A. J. FAULK,

Late Governor and ex-officio Superintendent Indian Affairs.

Hon. ELI S. PARKER,
Commissioner of Indian Affairs.

WATERLOO, April 15, 1870.

DEAR SIR: On my return from Washington I found your letter of the 1st instant, inclosing the account of Charles E. Hedges against the Yankton Indians, amounting to \$11,329, for supplies furnished and delivered by the said Hedges to the said Yankton Indians, at different times during the years 1866 and 1867, and asking me that if I find the same correct, to append to the said account my certificate. I have carefully examined the account and find it, I believe, correct, and have accordingly certified to the same, which I return herewith, as you request.

As to Mr. Hedges feeling aggrieved toward me, because I have not before this taken some steps to assist him in getting his pay from the Department, I wish you to say to him (as I have before told him) that when I was in Washington, a year ago last winter, I laid the subject before Commissioner Taylor, and the Commissioner then informed me that at that time there were not at his command any funds that could be applied for that purpose; since which time I have been removed from office, but I have been ready, at any time, to certify to the justness of his claim, and to give him all proper assistance in my power to secure his pay, which I know, as well as himself, that he was justly entitled to have received long ago.

Respectfully yours,

P. H. CONGER.

JOHN CURRIER, Esq.

The foregoing contains all the evidence and facts before us. It seems clear that Mr. Hedges did furnish supplies, amounting, as charged, to \$11,329, to the Indians; and that the Indians were in a destitute and suffering condition, and that the only funds in the hands of the Commissioner of Indian Affairs applicable to the payment of this claim amount to \$2,031.62.

This treaty referred to is found in the United States Statutes at Large, vol. 11, 1855 to 1859, pages 743 to 749; was concluded at Washington, April 19, 1858; ratified by the Senate February 16, 1859; and proclaimed by the President February 26, 1859. By article 4, section 2, the United States agreed—

To pay to them, or expend for their benefit, the sum of sixty-five thousand dollars per annum for ten years, commencing with the year in which they shall remove to and settle and reside upon their said reservation; forty thousand dollars per annum for and during ten years thereafter; and fifteen thousand dollars per annum for and during twenty years thereafter; making one million and six hundred thousand dollars in annuities in the period of fifty years, of which sums the President of the United States shall, from time to time, determine what proportion shall be paid to said Indians in cash, and what proportion shall be expended for their benefit, and also in what manner and for what objects such expenditure shall be made, due regard being had in making such determination to the best interests of said Indians. He shall likewise exercise the power to make such provision out of said sums as he may deem to be necessary and proper for the support and comfort of the aged or infirm and helpless orphans of the said Indians. In case of any material decrease of said Indians in num-

ber, the said amounts may, in the discretion of the President of the United States, be diminished and reduced in proportion thereto, or they may, at the discretion of the President of the United States, be discontinued entirely, should said Indians fail to make reasonable and satisfactory efforts to advance and improve their condition; in which case such other provision shall be made for them as the President and Congress may judge to be suitable and proper.

3d. In addition to the foregoing sum of one million six hundred thousand dollars as annuities to be paid to or expended for the benefit of said Indians during the period of fifty years, as before stated, the United States hereby stipulate and agree to expend for their benefit the sum of fifty thousand dollars more, as follows, to-wit:

Twenty-five thousand in maintaining and *subsisting* said Indians during the *first* year after their removal to, and permanent settlement upon, their reservation, in purchasing stock, implements, &c.

4th. To expend ten thousand dollars to build a school-house, &c.

And such further sum, in addition to said ten thousand dollars as shall be deemed necessary and proper by the President, shall be reserved and taken from their said annuities and applied annually to the support of the schools, to furnish them with assistance, aid, and instruction in agriculture, &c.

5th. To provide said Indians with a mill, one or more machine-shops, &c., and to expend therefor a sum not exceeding fifteen thousand dollars.

Article 6 provides:

It is hereby agreed and understood that the chiefs and headmen of said tribe may, in their discretion, in open council, authorize to be paid *out of their said annuities* such a sum or sums as may be found to be necessary and proper, not exceeding in the aggregate one hundred and fifty thousand dollars, to satisfy their just debt and obligations, and to provide for such of their half-breed relations as do not live with them or draw any part of said annuities of said Indians: *Provided, however,* That their said determinations shall be approved by their agent for the time being, and the said payments authorized by the Secretary of the Interior: *Provided also,* That there shall not be paid out of their said annuities in any one year a sum exceeding fifteen thousand dollars.

Article 9 provides, in substance, that—

In case of any injuries or depredations by said Yanktons, full compensation shall, as far as possible, be made therefor out of their tribal annuities; the amount in all cases to be determined by the Secretary of the Interior.

Article 13:

No part of the annuities of the Yanktons shall be taken to pay any debts, claims, or demands against them, except such existing claims and demands as have been provided for, and except such as may arise under this agreement or under the trade and intercourse laws of the United States.

Article 14 provides that—

For the special benefit of the Yanktons, parties to this agreement, the United States agree to appoint an agent for them, who shall reside on their said reservation, and shall have set apart for his sole use and occupation at such a point as the Secretary of the Interior may direct, one hundred and sixty acres of land.

Article 10 provides, in substance, that no white person, unless in the employ of the United States or duly licensed to trade with the Yanktons or members of the families of such persons, shall be permitted to reside or settle on said reservation.

From these extracts from said treaty, and from the tenor of all the provisions thereof, the whole treaty stipulations are placed in the hands of the President and the Secretary of the Interior. The treaty is still in force, and at the time the provisions were sold by claimant to these Indians in 1866 and 1867, these Indians were receiving annuities to the amount of \$65,000 per annum, and so continued for one or more years. Since, they have been and now are receiving annuities to the amount of \$40,000 per annum. The disposition of these annuities is left in a

great measure subject to the discretion of the President and Secretary of the Interior, or one of them, and in no case to the action of Congress. The provisions quoted are about the only ones bearing on this case. The reservation ceded to them covers four hundred thousand acres

Article 6 of the treaty, as quoted, shows how their just debts and obligations may be satisfied out of their annuities, not to exceed in amount \$15,000 in any one year. The propriety of Congress attempting to enforce compliance with the provisions of this article of the treaty is of very doubtful expediency, even if Congress had reserved full power to do so.

In 1866 and 1867 these Indians possessed four hundred thousand acres of lands, received annuities to the amount of \$65,000 per annum, were said to be in suffering and destitution. Mr. Hedges furnished supplies amounting, as charged, to \$11,329. The Government of the United States was under no obligation to furnish or provide anything or any sum save as named in the treaty. The agent had been appointed for their special benefit. He or his agent requested Mr. Hedges to furnish these supplies.

Is the Government bound to pay for them? The agent had no such power to bind the Government under the treaty stipulations. We have found no such power elsewhere.

In view of all the facts aforesaid, your committee consider that the settlement of this claim belongs properly to the tribunals mentioned in articles 4 and 6 of said treaty, as herein quoted.

Your committee have stated the facts, and believing that a reasonable price should be paid to said Hedges for all the supplies actually furnished to said Yanktons which were reasonable and proper, out of the funds on hand belonging to them and their annuities, and not knowing when and in what amounts the same should be paid out of their said funds, respectfully recommend that they be discharged from the further consideration of this claim, and that the same be referred to the Committee on Indian Affairs.